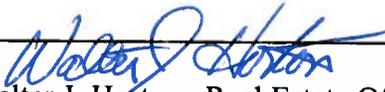
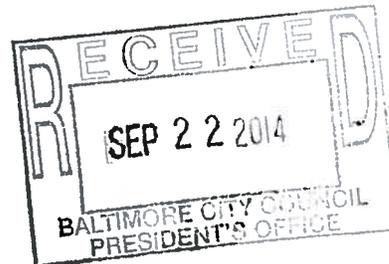


<b>FROM</b>	Name & Title	 Walter J. Horton, Real Estate Officer	CITY OF BALTIMORE  <b>MEMO</b>	
	Agency Name & Address	Department Of Real Estate City Hall – Room 304		
	Subject	City Council Bill 14-0425 Sale of Properties – Parking Structures at 11 South Eutaw Street, 22 South Gay Street, 101 South Paca Street, and 210 Saint Paul Place.		

**TO:** Honorable President and Members

**DATE:** September 19, 2014

of the City Council  
c/o Natawna Austin  
Mayor's Legislative Liaison to the City Council  
400 City Hall



As requested, The Department of Real Estate has reviewed the subject bill created for the purpose of authorizing the Mayor and City Council of Baltimore to sell all of its interest in the Baltimore City-Owned parking garages known as 11 South Eutaw Street, 22 South Gay Street, 101 South Paca Street, and 210 Saint Paul Place.

The sale of these garages at fair market value should provide a significant positive return for the City. The proceeds from the sale will provide the City with capital that could be used immediately for other projects, and the sale to a private owner will yield the City additional unanticipated property tax revenue for many years. Furthermore, the sale of these garages will have no impact on the municipal workforce parking or residential parking in neighborhoods where parking is scarce.

Though the subject properties are no longer needed for public use, we may want to install a water meter antenna at the subject sites. Therefore, the Department of Real Estate recommends that any sale will be subject to an easement and the following language be included any Land Disposition Agreement:

*“The deed conveying the Property from the City to the Developer shall provide for a reservation of an easement in favor of the City as follows: “Grantor reserves for itself an easement to install, inspect, maintain and replace a wireless communication device on the roof/exterior [SPECIFY LOCATION] that is part of Baltimore City’s system for remote reading and data transmission of water meters (the “Wireless Device”). At no cost to Grantor, the Grantee shall permit the Grantor to connect the Wireless Device to, and to draw power from, the Grantee’s electrical power distribution system and from time to time as needed to inspect, repair and/or upgrade such wired connections. The Grantee shall not interfere with the proper functioning of the Wireless Device by obstruction, electrical system overload, disconnection or any other manner whatsoever. If at any time the Grantee desires to have the Wireless Device moved in order to effect any repair, renovation or other improvement to the Property, Grantee shall give a least sixty (60)*

*1/0 okj.*

*days' prior notice to Grantor, during which time the parties shall cooperate in good faith to accommodate a relocation of the Wireless Device in respect of Grantee's needs to the extent reasonable and practical."*

The Department of Real Estate has no objection to the sale provided the sale is at fair market value, and the Land Disposition Agreement includes the above easement language along with an easement for utilities for 210 Saint Paul Place.

AGW

c.c. Angela Gibson