

**RIGHT OF ENTRY AGREEMENT  
THE JOHNS HOPKINS UNIVERSITY  
PRIVATE UTILITIES IN WYMAN PARK DRIVE  
VICINITY OF 3100 WYMAN PARK DRIVE and 3200 NORTH CHARLES STREET**

THIS AGREEMENT, made this 16th day of December 20 20 by and between the Director of Transportation, acting and for and in behalf of the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland, hereinafter referred to as GRANTOR, and The Johns Hopkins University, a Maryland corporation, hereinafter referred to as GRANTEE.

WHEREAS, GRANTEE is desirous to immediately enter upon the property owned by GRANTOR; 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;

NOW, THEREFORE, for good and valuable considerations, and the sum of \$750.00, if demanded, 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 on a portion of Wyman Park Drive, in the vicinity of 3100 Wyman Park Drive and 3200 North Charles Street, for the purpose of GRANTEE's project known as Baltimore City Developer Agreement No. 1710 to install private utilities, more clearly shown on 'Exhibit-A, 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.

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 their own cost and expense and furthermore to 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 GRANTEE shall provide the following insurance:

**Liability Coverage.** At its sole cost and expense, GRANTEE shall procure and maintain for the term of this Agreement, Commercial and General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence. GRANTEE'S insurer shall have an A.M. Best's rating of A:VII, or if not rated with Best, shall be an insurer licensed/approved in the State of Maryland with minimum surpluses the equivalent of Best's size VII.

**All Claims.** The insurance shall protect the GRANTOR against any and all claims for injuries to persons, including death, as well as from claims for damages to any property of

the GRANTOR or of the public, which may arise from or be reasonably attributed to the GRANTEE'S use and occupancy of the Property.

**Non-Cancellation.** The insurance policy shall state that GRANTEE'S failure to comply with the provisions of the policy shall not affect coverage provided to the GRANTOR, and that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits without thirty (30) days prior written notice to GRANTOR.

**Insurance Certificate.** GRANTEE shall furnish GRANTOR with a Certificate of Insurance and with an "additional insured" endorsement for the GRANTOR prior to or at the time of the execution of this Agreement.

The GRANTEE shall indemnify, protect and save harmless the GRANTOR from any and all present and future losses, expenses and claims by reason of injury to persons and damage to property arising out of or in connection with this Right of Entry and to defend at its own expense any suits at law or in equity arising therefrom.

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.

The GRANTEE agrees to pursue an Ordinance to grant a Franchise over the property owned by the GRANTOR for the installation of the proposed private utilities.

The GRANTEE shall notify GRANTOR 5 working days prior to entry onto GRANTOR'S property.

The GRANTEE shall restore this area to its original condition or a condition satisfactory to GRANTOR in the event said Ordinance is not obtained.

