

RIGHT OF ENTRY AGREEMENT
1707 NEMO, LLC
1707 EASTERN AVENUE, BALTIMORE, MARYLAND

THIS AGREEMENT, made this 10th day of July 2020,
2020 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 1707 Nemo, LLC, a Maryland Limited Liability
Company.

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 \$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 the street right of way in front of 1707 Eastern Avenue,
Baltimore, Maryland 21224 for the purpose of GRANTEE's project known as the
replacement of 1707 Eastern Avenue. The area 1.37' of encroachment is more clearly shown
on the "ALTA/NSPS Land Title Survey of 1707 Eastern Avenue" prepared by Dietz Survey
Co. dated February 8, 2019, 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 City and subject to inspection and approval 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 Transportation 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 Subject to any limitations imposed by law, the parties agree that each party shall 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 GRANTEE agrees to pursue an Ordinance for the portion of the structure which encroaches into the street right of way.

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.

The Director of the Department of Transportation reserves the right to terminate this Agreement if said Director deems it in the best interests of the City to do so.

The person executing this Right of Entry on behalf of GRANTEE represents and warrants that this Right of Entry has been authorized by all necessary parties, is validly executed by an authorized officer or agent of GRANTEE, and is binding upon and enforceable against the GRANTEE 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:

1707 NEMO, LLC



By:


NAME: WILLIAM G. REUTER, IV
TITLE: AUTHORIZED PERSON

WITNESS:

MAYOR AND CITY COUNCIL OF
BALTIMORE



By:


STEVE SHARKEY
DIRECTOR

APPROVED AS TO FORM AND LEGAL

SUFFICIENCY THIS 14TH DAY OF

October, 2020


CHIEF SPECIAL SOLICITOR

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