

**CITY OF BALTIMORE  
COUNCIL BILL 07-0568  
(First Reader)**

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Introduced by: The Council President  
At the request of: The Administration (Department of Public Works)  
Introduced and read first time: January 22, 2007  
Assigned to: Highways and Franchises Subcommittee

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REFERRED TO THE FOLLOWING AGENCIES: City Solicitor, Planning Commission, Department of Housing and Community Development, Department of Public Works, Department of Transportation, Fire Department, Board of Estimates

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A BILL ENTITLED

1 AN ORDINANCE concerning

2 **Franchise – Private Bridgeway and Foundation**  
3 **Above and Within the Bed of East Madison Street**

4 FOR the purpose of granting a franchise to 855 N. Wolfe Street, LLC, to construct, use, and  
5 maintain a private pedestrian bridgeway above and across East Madison Street right-of-way  
6 and a portion of the bridgeway foundation within East Madison Street right-of-way, subject  
7 to certain terms, conditions, and reservations; and providing for a special effective date.

8 By authority of  
9 Article VIII - Franchises  
10 Baltimore City Charter  
11 (1996 Edition)

12 **Recitals**

13 An overall plan for portions of East Baltimore near Johns Hopkins Hospital is  
14 under construction for creation of a biotechnological and residential development  
15 known as the East Baltimore Development Initiative. As part of the  
16 redevelopment, 855 N. Wolfe Street, LLC, is constructing a new 7 story, 300,000  
17 square foot building to house professional offices and laboratory space to be  
18 known as the Life Science building.

19 The Life Science building will be constructed on the block bounded by North  
20 Wolfe Street, the former bed of North Chapel Street, East Madison Street, and  
21 Ashland Avenue. The new building will be located on the north side of East  
22 Madison Street.

23 An existing Basic Science building at 725 N. Wolfe Street is located on the  
24 south side of Madison Street, opposite the location of the new Life Science  
25 building.

26 The 855 N. Wolfe Street, LLC, will construct a private single story pedestrian  
27 bridgeway above East Madison Street, connecting the new Life Science building

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

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1 with the existing Basic Science building, and the bridgeway will provide a safe and  
2 convenient means for staff and researchers to travel between the buildings.

3 Portions of the private bridgeway will be located above and across the public  
4 right-of-way, and a portion of the bridgeway foundation will project into and  
5 below the public right-of-way.

6 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a  
7 franchise or right is granted to 855 N. Wolfe Street, LLC, its tenants, successors, and assigns  
8 (collectively, the “Grantee”) to construct, use, and maintain, at Grantee’s own cost and expense,  
9 and subject to the terms and conditions of this Ordinance, a private single story pedestrian  
10 bridgeway that will connect the building being constructed by the Grantee on the north side of  
11 East Madison Street to an existing building located on the south side of East Madison Street, by  
12 crossing the East Madison Street right-of-way, located within an aerial easement area more  
13 particularly described as follows:

14 Beginning for the same at a point on the existing northerly right-of-way line of  
15 East Madison Street, said point being 108.69 feet east of the corner formed by the  
16 intersection of the existing northerly right-of-way line of East Madison Street, 66  
17 feet wide, and the existing easterly right-of-way line of North Wolfe Street, 70  
18 feet wide, with all the bearings and distances being referenced to the Baltimore  
19 Survey Control System and having coordinates of North 776.6497 and East  
20 7025.1104, thence running with and binding on the aforesaid existing northerly  
21 right-of-way line of East Madison Street, (1) North 87 degrees 15 minutes 17  
22 seconds East 15.67 feet to a point in the aforesaid existing northerly right-of-way  
23 line of East Madison Street, thence leaving said right-of-way and running in a  
24 southerly direction across East Madison Street to the existing southerly right-of-  
25 way line of East Madison Street (2) South 02 degrees 44 minutes 53 seconds East  
26 66.00 feet, to intersect the aforesaid existing southerly right-of-way line of East  
27 Madison Street, thence running with and binding on the aforesaid existing  
28 southerly right-of-way line, (3) South 87 degrees 15 minutes 17 seconds West  
29 15.67 feet to a point on the aforesaid existing southerly right-of-way line, thence  
30 leaving the said right-of-way and running in a northerly direction across East  
31 Madison Street, (4) North 02 degrees 44 minutes 53 seconds West 66.00 feet to  
32 the place of beginning.

33 The easement shall be approximately 15.67 feet wide by 66 feet long and shall be  
34 approximately 41 feet above the street bed at its lowest point and shall have a maximum top  
35 elevation of 58 feet, more or less.

36 Containing approximately 1,034 square feet in plane, or 0.0237 acres, more or less.

37 No signage or banners may be attached to the bridgeway as part of this agreement.

38 A franchise or right is also granted to the Grantee to construct, use, and maintain, at  
39 Grantee’s own cost and expense, and subject to the terms and conditions of this Ordinance, a  
40 foundation to support the pedestrian bridgeway, a portion of which will project into and beneath  
41 the southern right-of-way of East Madison Street, located within an easement area more  
42 particularly described as follows:

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1 Beginning for the same at a point on the existing southerly right-of-way line of  
2 East Madison Street, said point being 108.83 feet east of the corner formed by the  
3 intersection of the easterly right-of-way line of North Wolfe Street, 70 feet wide,  
4 and the southerly right-of-way line of East Madison Street, 66 feet wide, said  
5 point also having Baltimore City coordinates of North 715.9383 and East  
6 7136.9793 and with all bearings and distances being referenced to the Baltimore  
7 City Survey Control System, thence running with and binding on the aforesaid  
8 existing southerly right-of-way line of East Madison Street, (1) North 87 degrees  
9 15 minutes 17 seconds East 27.17 feet to a point in the aforesaid right-of-way,  
10 thence leaving said right-of-way and running in a northerly direction, (2) North  
11 02 degrees 44 minutes 43 seconds West 4.53 feet to a point in the right-of-way of  
12 East Madison Street, thence (3) South 87 degrees 15 minutes 17 seconds West  
13 27.17 feet to a point in the right-of-way, thence (4) South 02 degrees 44 minutes  
14 43 seconds East 4.53 feet to the place of beginning.

15 Containing approximately 123.08 square feet in plane, or 0.0028 acres, more or less.

16 **SECTION 2. AND BE IT FURTHER ORDAINED,** That to become effective, the franchise or right  
17 granted by this Ordinance (the “Franchise”) must be executed and enjoyed by the Grantee within  
18 6 months after the effective date of this Ordinance.

19 **SECTION 3. AND BE IT FURTHER ORDAINED,** That as compensation for the Franchise, the  
20 Grantee shall pay to the Mayor and City Council of Baltimore a franchise charge of \$\_\_\_\_\_ a  
21 year, subject to increase or decrease as provided in Section 5 of this Ordinance. The franchise  
22 charge must be paid annually, at least 30 days before the initial and each renewal term of the  
23 Franchise.

24 **SECTION 4. AND BE IT FURTHER ORDAINED,** That:

25 (a) The initial term of the Franchise is 1 year, commencing on the effective date of this  
26 Ordinance. Unless sooner terminated as provided in this Ordinance, the Franchise will automatically  
27 renew, without any action by either the Mayor and City Council of Baltimore or the Grantee, for 24  
28 consecutive 1-year renewal terms. Except as otherwise provided in this Ordinance, each renewal  
29 term will be on the same terms and conditions as the initial term. The maximum duration for which  
30 the Franchise may operate, including the initial and all renewal terms, is 25 years.

31 (b) Either the Mayor and City Council of Baltimore, acting by and through the Director of Public  
32 Works, or the Grantee may cancel the Franchise as at the end of the initial or any renewal term by  
33 giving written notice of cancellation to the other at least 90 days before the end of that term.

34 **SECTION 5. AND BE IT FURTHER ORDAINED,** That the Mayor and City Council of Baltimore,  
35 acting by and through the Board of Estimates, may increase or decrease the annual franchise charge  
36 by giving written notice of the increase or decrease to the Grantee at least 150 days before the end  
37 of the original or renewal term immediately preceding the renewal term to which the increase or  
38 decrease will first apply. The new franchise charge will apply to all subsequent annual renewal  
39 terms, unless again increased or decreased in accordance with this section.

40 **SECTION 6. AND BE IT FURTHER ORDAINED,** That the Mayor and City Council of Baltimore  
41 expressly reserves the right at all times to exercise, in the interest of the public, full municipal  
42 superintendence, regulation, and control over and in respect to all matters connected with the  
43 Franchise and not inconsistent with the terms of this Ordinance.

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1       **SECTION 7. AND BE IT FURTHER ORDAINED,** That the Grantee, at its own cost and expense, shall  
2 maintain in good condition and in compliance with all applicable laws and regulations of Baltimore  
3 City, all structures for which the Franchise is granted. The maintenance of these structures shall be  
4 at all times subject to the regulation and control of the Commissioner of Housing and Community  
5 Development and the Director of Public Works. If any structure for which the Franchise is granted  
6 must be readjusted, relocated, protected, or supported to accommodate a public improvement, the  
7 Grantee shall pay all costs and expenses in connection with the readjustment, relocation, protection,  
8 or support.

9       **SECTION 8. AND BE IT FURTHER ORDAINED,** That at the option of the Mayor and City Council  
10 of Baltimore, acting by and through the Director of Public Works, the Grantee's failure to comply  
11 with any term or condition of this Ordinance constitutes a forfeiture of the Franchise. Immediately  
12 on written notice to the Grantee of the exercise of this option, the Franchise terminates. Once so  
13 terminated, only an ordinance of the Mayor and City Council of Baltimore may waive the forfeiture  
14 or otherwise reinstate the Franchise.

15       **SECTION 9. AND BE IT FURTHER ORDAINED,** That at any time and without prior notice, the  
16 Mayor of Baltimore City may revoke the Franchise if, in the Mayor's judgment, the public interest,  
17 welfare, safety, or convenience so requires. Immediately on written notice to the Grantee of the  
18 exercise of this right, the Franchise terminates.

19       **SECTION 10. AND BE IT FURTHER ORDAINED,** That on cancellation, expiration, forfeiture,  
20 revocation, or other termination of the Franchise for any reason, the Grantee shall remove all  
21 structures for which the Franchise is granted. The removal of these structures shall be (i) undertaken  
22 at the cost and expense of the Grantee, without any compensation from the Mayor and City Council  
23 of Baltimore, (ii) made in a manner satisfactory to the Commissioner of Housing and Community  
24 Development and the Director of Public Works, and (iii) completed within the time specified in  
25 writing by the Director of Public Works.

26       **SECTION 11. AND BE IT FURTHER ORDAINED,** That the Grantee is liable for and shall indemnify  
27 and save harmless the Mayor and City Council of Baltimore against all suits, losses, costs, claims,  
28 damages, or expenses to which the Mayor and City Council of Baltimore is at any time subjected  
29 on account of, or in any way resulting from, (i) the presence, construction, use, operation,  
30 maintenance, alteration, repair, location, relocation, or removal of any of the structures for which  
31 the Franchise is granted, or (ii) any failure of the Grantee, its officers, employees, or agents, to  
32 perform promptly and properly any duty or obligation imposed on the Grantee by this Ordinance.

33       **SECTION 12. AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect on the date it is  
34 enacted.