

RIGHT OF ENTRY AGREEMENT
STATE HIGHWAY ADMINISTRATION
MD ROUTE 150 (EASTERN AVENUE) AT THE ENTRANCE TO EAST POINT MALL
TRAFFIC SIGNAL IMPROVEMENTS

THIS AGREEMENT, made this 27th day of May,
2016 by and between the Director of Transportation, acting and for and on behalf of the Mayor
and City Council of Baltimore, a municipal corporation of the State of Maryland, hereinafter
referred to as GRANTOR, and the State Highway Administration (SHA), acting for and on
behalf of the Maryland Department of Transportation, hereinafter referred to as GRANTEE.

WHEREAS, GRANTEE is desirous to immediately enter upon the property owned by
GRANTOR by deed dated August 13, 1907 and recorded in the Land Records of Baltimore
County, Maryland at Liber 319, folio 260 and known as a 50' Baltimore City Sewer Outfall
Right of Way in the vicinity of the intersection of MD 150 (Eastern Avenue) and the entrance
to East Point Mall; 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; and

WHEREAS, by virtue of the execution of this agreement, GRANTOR allows
GRANTEE, its contractors, agents, and employees to enter upon the area of the GRANTOR'S
property as defined in this agreement and for the purpose as set forth in this agreement.

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 a 50' Baltimore City Sewer Outfall Right of Way in the vicinity of the intersection of MD 150 (Eastern Avenue) and the entrance to East Point Mall for the purpose of GRANTEE's project known as "BA029A3 - Signal Improvements at MD Rte. 150 (Eastern Ave.) at Rolling Mill Rd."

The area needed contains a total of 1,521 square feet, or 0.035 of an acre, more or less for perpetual easements for traffic control device, sidewalk and median installation and maintenance ("Project Area") and is more clearly shown on Exhibit-A, SHA Plat No. 59795 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 and said access shall not interfere with the GRANTEE'S use, construction and maintenance of the Project Area.

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 its own cost and expense and 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 Parties, subject to any limitations imposed by law, shall each 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 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. GRANTOR shall provide GRANTEE written notification ten (10) business days prior to termination.

The GRANTEE agrees to pursue an Ordinance to grant a permanent easement over the property owned by the GRANTOR for the installation and maintenance of a traffic control device, sidewalk and median.

The GRANTEE shall notify GRANTOR five (5) business days prior to entry onto GRANTOR'S property.

The GRANTEE shall restore the Project Area as defined on SHA Plat No. 59795 to its original condition or to a condition satisfactory to GRANTOR in the event said Ordinance is not obtained.

The persons executing this Right of Entry on behalf of the GRANTOR and GRANTEE represent and warrant that this Right of Entry has been authorized by all necessary parties, is validly executed by an authorized officer or agent and is binding upon and enforceable against the respective party 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:

STATE HIGHWAY ADMINISTRATION

By: Gina M. Anthony
NAME: Gina M. Anthony
TITLE: Director, ORE

WITNESS:

MAYOR AND CITY COUNCIL OF
BALTIMORE

By: Frank Murphy
FOL WILLIAM M. JOHNSON
DIRECTOR

APPROVED AS TO FORM AND LEGAL

APPROVED AS TO FORM AND LEGAL

SUFFICIENCY THIS 24th DAY OF

SUFFICIENCY THIS 12th DAY OF

May, 2016

May, 2016

Clarence Jenkins
CHIEF CITY SOLICITOR

Terina Spinks Taylor
ASSISTANT ATTORNEY GENERAL, SHA

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