

This Right of Entry Permit Agreement (“Master Right of Entry Permit Permit”) is entered on this _____ day of _____, 2019 by and between the Prince George’s County, Maryland, a body corporate and politic (the “County or Permitter”) and _____ (“_____ or Permittee”).

WITNESSETH:

WHEREAS, Licensor is the owner of lands known as _____, located in ___ the Election District, Prince George’s County, State of Maryland and commonly known as “_____”, and which by deed dated _____, was conveyed by _____ to Licensor and recorded among the Land Records of Prince George’s County, Maryland in _____ (“Premises”); and

WHEREAS, Permittee is engaged in the process of perform Pre-purchase Surplus Development Parcel Due (“SPDD”) and related predevelopment services, in Prince George’s County (“Project”); and

WHEREAS, County recognizes and acknowledges that there will perform site due diligence at _____ location (_____); and

WHEREAS, the Permittee, subject to the terms and conditions set forth herein, seeks to enter the Premises upon Purchase and Sales Agreement or Land Disposition Agreement to execution of the License in order to conduct site due diligence activities and perform certain predevelopment services, fully detailed below. The County is willing to allow the Permittee to enter upon the Premises for this limited purpose herein defined in **Exhibit B**, subject, however, to the terms and conditions set forth in this Permit.

WHEREAS, In order to complete that portion of the Site Due Diligence, herein as part of **Exhibit “B”** that is of the Premises, Licensor will need to access portions of the Premises; and

WHEREAS, County is willing to grant to Licensee the right and permission to enter upon the Premises for the purpose of performing the Pre-Development Site Due Diligence.

NOW THEREFORE, County hereby grants to Licensee the right and permission to enter upon the Premises for the purpose of performing said Site Due Diligence, subject to the terms and conditions set forth below:

AGREEMENT

1. Recitals. The recitals are incorporated herein by reference.
2. Right of Entry Permit. The County hereby grants to Pepco, and its employees, principals, representatives, consultants, contractors, invitees, or other agents ("Agents") shall have the right, at their sole risk and expense, to enter upon the Property for the purpose of conducting Site Due Diligence, on a non-exclusive and temporary right to enter onto the Property for the purpose of Site Due Diligence with all associated appurtenances and the necessary ingress and egress using an existing access as shown on **Exhibit A** - and for no other purpose.
3. Term. The term of this Right of Entry Permit shall commence on the Effective Date and continuing until the earlier to occur of (a) _____ () full calendar months thereafter, , unless earlier terminated as provided herein. The Right of Entry Permit is subordinate to all prior or future rights and obligations of the County in the Property, except that the County shall grant no rights inconsistent with the reasonable exercise by Pepco of its rights under this Right of Entry Permit. This Right of Entry Permit shall not be renewed or extended with the prior written approval of the County.
4. Permitted Time. The right to enter the Property at any time during daylight hours Monday through Saturday.
5. Liens. Licensee shall not permit to be placed against the Property, or any parts thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Licensee's actions upon the Property. Licensee agrees to hold the County harmless for any loss or expense, including reasonable attorney's fees and costs, arising from any such liens which might be filed against the Property.
6. Indemnification. Licensee agrees to indemnify, defend and hold harmless the County and its officials, agents, and employees from and against any and all loss and damage (i) to the Property, and (ii) to all other persons, including officials, agents, and third parties, caused by the acts, undertakings, errors, omissions, or negligence of Licensee, and/or its employees, agents, contractors, and subcontractors with respect to the Project or in furtherance thereof. Licensee's liability under this paragraph is subject to the statutory limit and pre-lawsuit notice requirements set forth in the Local Government Tort Claims Act, 5-301, et seq, of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, as amended from time to time.
7. Compliance with Laws/Permits. Licensee shall, in all activities undertaken pursuant to this Right of Entry Permit, comply and cause its contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, Licensee, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities Licensee desires to conduct or have conducted pursuant to this Right of Entry Permit.
8. Inspection. The County and its representatives, employees, agents or independent contractors may enter and inspect the Property or any portions thereof or any improvements thereon at any time and from time to time at reasonable times to verify Licensee's compliance with the terms and conditions of this Right of Entry Permit.
9. No Real Property Interest. It is expressly understood that this Right of Entry Permit does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to Licensee. This Right of Entry Permit is not exclusive and the County specifically reserves the right to grant other rights of entry within the vicinity of the Property. It is recognized that a License is to be effectuated upon termination of this agreement.

10. Revocable Licenses; Termination; Easement. Notwithstanding any improvements made by Pepco to the Property or any sums expended by Licensee in furtherance of this Right of Entry Permit, the Right of Entry Permit granted herein is revocable and may be terminated by the County in accordance with the terms of this Agreement. In case of an emergency or a breach of this Agreement by Licensee, this Right of Entry Permit may be terminated by the County immediately.
11. Restoration of the Premises. Upon the termination or revocation of this Right of Entry Permit, Licensee shall, at its own cost and expense, restore the Property to substantially the same condition. In case Licensee shall fail to restore the Property to substantially the same condition within thirty (30) business days after the effective date of the termination, the County may proceed with such work at the expense of Licensee but not until it gives Licensee written notice detailing the improvements that are requested, and giving Licensee Fifteen (15) business days after such notice to complete the requested improvements.
12. Continuing Liability. No termination of this Right of Entry Permit shall release Pepco from any liability or obligation herein resulting from any acts, omissions or events happening prior to the termination of this Right of Entry Permit and restoration of the Property to its prior condition.
13. Insurance. During the terms of this Permit, at any time when the Permittee or any of its Agents enter upon the Property, either Permittee or any of its contractors, as the case may be, shall provide the following types of insurance and comply with the requirements set forth below.

(a) Worker's Compensation. A policy complying with the requirements of Prince George's County and, if applicable, to the U.S. Longshoremen Harbor Workers' Act, Jones Act or Admiralty laws and the Federal Employers' Liability Act. The policy shall have not have limits of not less than the following limits:

Worker's Compensation:	Statutory Employers' Liability:
Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

(b) Commercial General Liability Insurance. A Comprehensive Commercial General Liability Insurance policy issued to and covering the liability for all work and operations under or in connection with this Permit and all obligations assumed by the Permittee under this Permit. Coverage shall include Completed Operations and Contractual Liability Insurance and Explosion, Collapse and Underground Coverage. The coverage under such an insurance policy or policies shall have not less than the following limits:

Bodily Injury and Property Damage Liability:
 \$1,000,000 Combined Single Limit Each Occurrence

The County shall be named as an additional insured under the coverage for Commercial General Liability with respect to all activities under this Permit.

(c) Insurance Companies. Insurance companies providing the aforesaid coverages must be rated by A.M. Best or a comparable rating company and carry at least an "A-"rating. All insurance shall be procured from insurance companies licensed and authorized to do business in Prince George's County.

(d) Changes in Insurance Coverage. The requisite insurance policies shall not be canceled, terminated or modified (except to increase the amount of coverage) without thirty (30) days prior written notice from the Permittee to the County, to the extent insurers will so agree. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then the County shall immediately terminate this Permit.

(e) Evidence of Insurance. Evidence of the requisite insurance policies in the form of certificates of insurance shall be submitted to the County prior to the Permittee's or its Agents' entry on the Property and from time to time at the County's request.

14. Compliance with Laws. The Permittee, at its cost, shall perform, or cause its Agents to perform, all activities on the Property in compliance with all applicable laws and governmental regulations.
15. Counterparts. This Right of Entry Permit may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
16. Notice. Any notice or correspondence relating to this Permit shall be in writing and delivered by hand or by recognized overnight delivery service, to the parties as indicated below:

If given to the County:

Attn: Director
Office of Central Services
1400 McCormick Drive
Suite 336
Largo, MD 20774
(LARP)

If given to the Permittee:

Attn:

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Permit of Right of Entry Permit as of the Effective Date.

WITNESS:

:

BY: _____

WITNESS:

PRINCE GEORGE'S COUNTY, MARYLAND

BY: _____

Tara Jackson
Deputy Chief Administrative Officer
for Government Operations

Approved for Legal Sufficiency by the Office of Law,

Attorney-Advisor

EXHIBIT A:

PERMITTED SITE DUE DILIGENCE TO THE PROPERTY

EXHIBIT B:

SITE DUE DILIGENCE SCOPE OF WORK