

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (“this Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between \_\_\_\_\_ (individually or collectively, “the Owner”), and the Mayor and Common Council of Westminster (“the City”), a Maryland municipal corporation.

1. The Owner warrants and represents that the Owner owns the property located at \_\_\_\_\_, Westminster, Maryland 21157 (“the Property”), and the Owner does hereby grant permission to the City and its agents, employees, lessees, contractors, subcontractors, successors and assigns (hereinafter, “the City”), to enter a portion of the Property, to be known as “the Drop Area”, to install, maintain and repair certain fiber-based telecommunications facilities (“the Drop”) that are intended to enable a provider of fiber-based electronic data transmission services (hereinafter, “the Service”) to extend such Service into premises located on the Property.

2. The City may enter upon the area (“the Drop Area”) to the extent the City deems necessary to accomplish the purposes of this Agreement, in order to construct, repair and maintain the Drop, to be configured in a manner the City deems most expedient for the provision of the Service into Property, and the City may disturb the ground in the Drop Area to the extent reasonably necessary to construct, repair, and maintain the Drop. The Drop will terminate in the telecommunications room or other such facility inside the Property as designated by the Owner.

3. The Drop will be constructed and maintained by the City in a commercially reasonable manner. Except in an emergency, the City will make reasonable attempts to advise the Owner at least 24 hours in advance of intended construction, repair or maintenance activities, to perform such activities within the hours of 8:00 a.m. and 7 p.m., and, where possible and practical, to accommodate the Owner’s requests for rescheduling of such activities; provided that the City shall not be liable to the Owner for any damages or loss arising out of any delay for any reason or for any failure to reschedule said activities.

4. The City is not obligated to provide the Service to the Property as a consequence of the installation of the Drop. The Service may be extended, in the City’s discretion, pursuant to a separate service contract or agreement, in such form and under such terms and conditions as the service provider may prescribe and the Owner may accept. The Owner may not use the Drop for any purpose or activity not expressly authorized by the City.

5. The Owner is responsible for maintenance of surface of the Drop Area, including but not limited to mowing, cleaning and removing sediment, trees, shrubs and debris so that access by the City, for construction, maintenance and repair is preserved.

6. The erection of structures (including fences, retaining walls, and sheds of any kind) or any earthwork that result in impairment of access to the Drop will void any obligation hereunder of the City to install, repair or maintain the fiber facilities.

7. The City shall have no obligation at the conclusion of any service contract or otherwise to return the surface of the Drop Area to its preexisting condition and the Drop installed upon the Property may, at the option of the City, be removed or abandoned in place pursuant to written notice by the City of intent to abandon.

8. This Agreement shall continue until such time as it may be terminated in writing by the Owner or the City upon thirty (30) days' notice; provided that if such termination is due to or arises out of or in connection with any breach by the Owner of its obligations hereunder or any obligations undertaken in connection with any separate fiber-based electronic data transmission service agreement into which the Owner or its lessees, tenants, guests or invitees might enter with a service provider, such termination shall not relieve the Owner of any obligations, the Owner or any person residing on the Property might assume pursuant to a separate service agreement. The Drop facilities will remain the property of the City unless abandoned in place as set forth in Paragraph 7.

9. If there are tenants or lessees occupying any portion of the property, Owner agrees that it will provide copies of this Access Agreement to each such tenant within ten (10) days of the date of the Owner's signature hereon or at least ten (10) days prior to the beginning of occupancy by an tenant or lessee taking possession after the date of Owner's signature hereon.

10. This Agreement shall be governed by and construed under the laws of the State of Maryland excluding its principles of conflicts of law. Any suit to enforce the terms hereof or for damages or other remedy for breach or alleged breach hereof shall be brought in and remain in the courts of State of Maryland in and for Carroll County, and the parties agree that that jurisdiction and venue are proper therein.

**IN WITNESS WHEREOF**, the parties hereunto have set their hands as of the day and year first set above.

Witness: [INSERT NAME OF PROPERTY OWNER]

\_\_\_\_\_  
Signature of Owner (Print name below)  
Contact Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

By: \_\_\_\_\_  
[INSERT PRINTED NAME AND TITLE]

Attest: THE MAYOR AND COMMON COUNCIL OF  
WESTMINSTER

\_\_\_\_\_  
BY: \_\_\_\_\_  
Kevin R. Utz, Mayor