

RIGHT OF ENTRY AGREEMENT

This **RIGHT OF ENTRY AGREEMENT** ("Agreement") is entered into this ²⁶ day of March, 2018 (the "Effective Date") by and between the **University of Maryland, College Park** ("UMD"), an instrumentality of the State of Maryland and public corporation, and **Gilbane Development Company** ("Grantee"), a Rhode Island corporation.

RECITALS

A. UMD is the fee simple owner of that parcel of land located in College Park, Prince George's County, Maryland commonly known as the Campus of UMD (the "**UMD Property**").

B. Grantee has requested UMD's permission to enter onto, and to allow its agents, employees, consultants, contractors and representatives ("**Grantee Parties**"), to enter onto, that portion of UMD's Property more specifically shown on Exhibit A (the "**ROE Property**"), for the limited purpose of performing the inspections and surveys more particularly described in Exhibit B (the "**Work**").

C. UMD has agreed to provide Grantee with a temporary license (the "**License**") to enter onto and use the ROE Property to perform the Work.

D. UMD and Grantee sometimes are referred to herein as the "**Parties**".

NOW, THEREFORE, in consideration of the mutual promises herein stated and for other good and valuable consideration as more fully described below, the Parties agree as follows:

1. Upon the Effective Date, Grantee and Grantee Parties are granted a temporary license to enter onto the ROE Property, in its "**AS IS, WHERE IS**" condition (the "License"). Such entry and any Work undertaken pursuant hereto shall be at the sole cost, expense and risk of Grantee. Prior to any entry and commencing any Work, Grantee shall provide reasonable notice to UMD. Such notices shall be given to the UMD's representative identified in Section 9 below.

2. This Agreement and the License granted hereunder automatically will terminate on the date that is ninety (90) days after the Effective Date (the "Termination Date"), unless otherwise agreed to in writing by the Parties. The License expressly is conditioned upon Grantee's full and faithful compliance with the terms of this Agreement. If Grantee breaches any term of this Agreement and fails to cure, or commence to cure, such breach within fifteen (15) business days of its receipt of written notice from UMD (sent electronically, by hand delivery or overnight mail to the notice address below), then, in addition to any other legal or equitable remedy it may have, UMD may immediately terminate this Agreement.

3. The grant by UMD of the non-exclusive License and the right of entry onto the ROE Property shall not be construed to prohibit UMD from the free and unfettered access and use of the UMD Property subject to the Work permitted hereunder, of which the ROE Property is a part. Grantee shall perform the Work in a manner that minimizes interference with UMD's use of

the UMD Property. This Agreement shall not preclude UMD from allowing other persons or entities from using the UMD Property in a manner that does not in conflict with the provisions of this Agreement.

4. Grantee shall obtain, and cause its contractors to obtain, the insurance described in **Exhibit C**. Grantee shall indemnify, defend, and hold harmless UMD, the University System of Maryland, and the State of Maryland, and their respective officers, officials, employees, agents, and representatives (the "State Parties") from and against all actions, claims, suits, penalties, obligations, liabilities, damages to property, including without limitation environmental claims, or injuries to persons (collectively "Claims") brought against or suffered by the State Parties arising from or in connection with any willful or negligent act or omission of Grantee or Grantee Parties in performance of the Work.

5. Grantee shall not bring, nor allow to be brought, onto or about the ROE Property or the UMD Property any hazardous materials in violation of applicable laws. The UMD fire marshal has the right to inspect the Work and Grantee's equipment, and any other equipment used in the Work that might pose a fire risk and the Grantee may not use any such equipment unless approved by the UMD fire marshal, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee shall be responsible for promptly notifying UMD and addressing and remediating in accordance with applicable law any hazardous materials brought onto or about the ROE Property or the UMD Property, or disturbed by Grantee, and/or damage to the ROE Property or other UMD Property that occurs as a result of any of Grantee's or Grantee Parties' acts or omissions pursuant to this Agreement and resulting from the Work or Grantee's entry upon the ROE Property, regardless of whether (a) such pollution, contamination or damage is discovered to have been brought onto the ROE Property or the UMD Property by Grantee or Grantee Parties before or after the expiration or termination of this Agreement, or (b) corrective or response actions continue or are required by applicable law to begin after the expiration or termination of this Agreement. This provision shall survive any termination of this Agreement. Grantee shall indemnify, defend and hold harmless the State Parties from any loss, cost, expense or damage arising out of any hazardous materials brought onto or about the ROE Property or the UMD Property, or disturbed by Grantee, and/or damage to the ROE Property and/or other UMD Property caused by Grantee or Grantee Parties. Nothing in this Agreement shall render Grantee or any Grantee Party liable for hazardous materials or other environmental contamination not brought onto the ROE Property or UMD Property by Grantee or any Grantee Party, except as otherwise provided herein.

6. Grantee and Grantee Parties shall perform the Work in accordance with all applicable Maryland State, Federal, County, and municipal (if applicable) laws, including workplace safety laws. Grantee and Grantee Parties shall (a) exercise safety precautions and due care in connection with the Work and entry onto the ROE Property, and (b) maintain the portions of the ROE Property on which Grantee is conducting the Work in a reasonably good, clean and safe condition. All invasive testing, including without limitation any Work that might disturb the soil, requires the written approval of UMD. Approval by UMD shall not release Grantee or Grantee Parties from responsibility for such invasive testing. UMD reserves the right to require the Grantee and Grantee Parties to post performance security prior to performing any invasive testing.

7. Only temporary structures, equipment and facilities reasonably necessary to perform the Work shall be permitted to be stored, installed, operated and maintained on the ROE Property.

8. Grantee shall take all reasonable steps necessary to protect the ROE Property and the UMD Property from damage arising as a result of the Work conducted by Grantee and/or Grantee Parties and keep said property free and clear of all liens arising out of nonpayment for the Work. Upon completion of the Work or earlier termination of this Agreement and written notice to UMD, Grantee shall immediately remove equipment and all other property of Grantee and restore the ROE Property, and the UMD Property if applicable, to substantially the conditions that existed as of the Effective Date. Grantee shall clear the work area of litter, debris and work material at the end of each work day.

9. All notices, consents or other communications required or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been delivered (a) if delivered in person or via courier, when received at the address of the person to whom notice is given, (b) if sent by a nationally recognized overnight delivery service (e.g., Federal Express, UPS, Airborne Courier), on the (1st) business day after receipt by such delivery service for overnight delivery, or (c) if sent by certified United States Mail on the earlier of the date actually received or three (3) business days after deposited in a receptacle provided by the United States Post Office, addressed to the intended Parties at the following respective addresses:

If to UMD:

University of Maryland, College Park
2119 Main Administration Building
7901 Regents Way
College Park, Maryland 20742
Attn: Vice President, Administration & Finance

With a copy to:

University of Maryland, College Park
Office of General Counsel
2101 Main Administration Building
7901 Regents Way
College Park, Maryland 20742
Attn: Real Estate Counsel

And to Grantee:

Gilbane Development Company
1100 North Glebe Road, Suite 1000
Arlington, VA 22201

With a copy to:

Molly M. Stolmeier, Esq.
General Counsel
Gilbane Development Company
5670 Liberton Ct
Dublin, OH 43017

For Work notices and information required under Section 1 above, the following are the Parties' contact representatives:

UMD Contact Representative: Ari Schnitzer, 301.405.7176, aschnitz@umd.edu.

Grantee Contact Representative: Christian Cerria, 571.551.7706, CCerria@gilbaneco.com.

10. This Agreement may be signed in counterparts, each of which shall be deemed to be an original and all of which together shall comprise a single document.

(Signatures follow on the next page.)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

UMD:

**UNIVERSITY OF MARYLAND,
COLLEGE PARK**

By: 
Carlo Colella,
Vice President for Administration & Finance

Date: 3-28-2018

GRANTEE:

GILBANE DEVELOPMENT COMPANY

By: 
Name: Russell Broderick

Title: SUP

Date: 3-15-18

EXHIBIT A (to ROE)
DESCRIPTION OF ROE PROPERTY
(see attached)

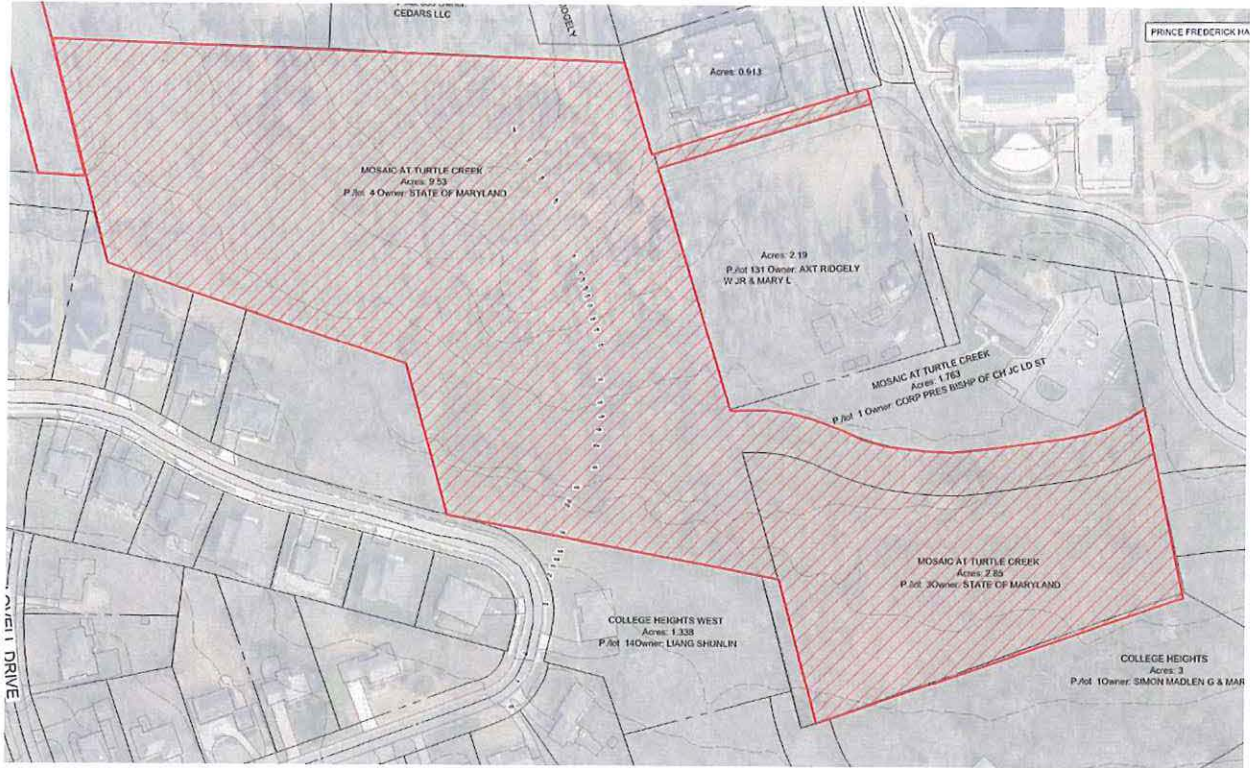


EXHIBIT B (to ROE)
DESCRIPTION OF THE WORK

The Work includes the following due diligence tests and studies:

1. Land Survey.
2. Phase I Environmental Site Assessment
3. Preliminary Geotechnical Site Assessment.

Any invasive testing requires prior written approval of UMD.

EXHIBIT C (to ROE)
**INSURANCE REQUIREMENTS FOR GRANTEE AND ITS
CONTRACTORS AND CONSULTANTS**

The Grantee and Grantee's "Contractors" shall file certificates with endorsements with UMD evidencing existence of the required coverages set forth below. Such insurance shall be placed with reputable insurance companies licensed or authorized to do business in the State of Maryland with a minimum Best's rating of A-VIII, and as reasonably approved by UMD.

Grantee and the Grantee Parties shall maintain Commercial General Liability coverage including, if deemed reasonably necessary by UMD or required by applicable law, Pollution Liability (to the extent any invasive testing will be conducted by such insured party), Comprehensive Auto Liability and Employer's Liability insurance, with amounts set forth below.

If Contractors retain subcontractors, the same conditions applicable to the Contractors apply to each subcontractor, including, but in no way limited to, the indemnity and insurance clauses.

Prior to the commencement of any work, Grantee and the Contractors shall obtain and maintain the following insurance, at its own expense, in amounts not less than those specified below:

1. Commercial general liability insurance providing coverage not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, which coverage shall insure against, without limitation, property damage and bodily injury and hazards of operations, and to the extent invasive testing will be conducted by such party, explosion, collapse, environmental hazard/pollution liability and underground coverage, and the acts and omissions of independent contractors and employees. UMD, the University System of Maryland, the State of Maryland, and their respective officials, officers, employees and agents (the "State Parties") shall be named as additional insureds.
2. Comprehensive form automobile liability covering owned, hired and non-owned vehicles with a combined single limit of \$1,000,000 per occurrence.
3. Workers' compensation insurance in accordance with the laws of the State.
4. All risk coverage for the full replacement cost of any personal property owned by Grantee or the Contractor and located on the ROE Property, including but not limited to temporary structures and Grantee's and/or Contractor's tools and equipment.

The insurances required in items 1 and 4 above shall, without liability on the part of UMD for premiums, include the State Parties as additional insureds and contractual indemnification coverage. In addition, each policy shall contain provisions giving UMD thirty (30) days' prior written notice of cancellation of coverage.