

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("ROE") is made effective as of the _____ day of _____, 2014 ("Effective Date") by and between the DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY, an independent authority of the District of Columbia ("DC Water") and DC Beekeepers Alliance, ("Beekeepers"). The DC Water and Beekeepers are each referred to herein as a "Party" and collectively, as "Parties".

RECITALS:

WHEREAS, DC Water invested and constructed a thermal hydrolysis process that is intended to treat and convert wastewater solids into marketable Class "A" soil amendment at its Blue Plains Advanced Wastewater Treatment Plant ("Blue Plains"); and,

WHEREAS, DC Water has a interest in the promotion of urban gardening in an effort to create a local demand for the soil amendment and reduce transportation costs necessary for the non-local trucking of the material for Blue Plains; and;

WHEREAS, urban gardening requires honey bees to assist in pollinating flowering plants; and,

WHEREAS, DC Water seeks to establish honey bee hives on selected areas of Blue Plains property to assist in forwarding urban gardening goals; and,

WHEREAS, Beekeepers intend to provide all care, maintenance and support for the honey bee colonies; and,

WHEREAS, DC Water desires to provide Beekeepers remote space to establish the honey bee colonies; and,

WHEREAS, the Beekeepers desire to enter Blue Plains to access the honey bee hives to collect the honey as well as for all care, maintenance and support.

WHEREAS, DC Water has agreed to allow Beekeepers to enter Blue Plains solely in connection with the prescribed services associated with the honey bee hives, and subject to, the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DC Water and Beekeepers, both intending to be legally bound, agree as follows:

1. Right of Entry:

- a. Subject to the terms and conditions of this ROE, commencing on the Effective Date, DC Water grants the Beekeepers' employees, agents, representatives, contractors, subcontractors, and invitees (each, an "Agent" and collectively,

“Agents”) the right to enter the Blue Plains (i) on business days, during normal business hours, i.e., Monday through Friday between 8:00am and 6:30pm; and (ii) upon not less than one business day prior notice to the DC Water Representative (hereafter defined) and DC Water approval (not to be unreasonably withheld, delayed or conditioned) to conduct the prescribed duties associated with the honey bee hives. Any access to Blue Plains by Beekeepers outside normal business hours is subject to DC Water’s prior approval and conditions.

2. Expiration and Termination:

- a. In the event that Beekeepers commits a breach of this ROE, Beekeepers shall immediately cure such breach in no less than 48 hours following of verbal notice of such breach. If Beekeepers fail to cure such breach to DC Water’s reasonable satisfaction, DC Water may terminate this ROE. Notwithstanding the foregoing, if Beekeepers commit a breach that constitutes a health or safety hazard as determined in DC Water’s sole discretion, DC Water may request that Beekeepers cease all activities at Blue Plains until such breach is cured or immediately terminate this ROE.
- b. The term of this ROE (“Term”) shall commence on the Effective Date and shall continue without further action by either Party, unless terminated by DC Water.

3. Notices:

Notices from Beekeepers concerning entries upon Blue Plains by Beekeepers or its Agents, and coordination of scheduling, as provided for in Section 1, shall be verbally given to or made to a representative

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Removal of Equipment: at the expiration or termination of this ROE, all honey bee hives and all associated tools, equipment for those hives which are not the property of DC Water shall be removed by Beekeepers from Blue Plains at the sole cost of the Beekeepers.

- 4. **Security:** In the conduct of work undertaken herein, Beekeepers shall exercise customary and reasonable safety precautions applicable to such work and shall maintain areas on the Blue Plains in a reasonably clean manner to DC Water’s reasonable satisfaction
- 5. **Indemnity.** Beekeepers shall release DC Water and DC Water’s directors, employees, representatives and agents from and against losses, damages, liabilities, suits, claims, demands, expenses (including, without limitation, attorneys’ fees), judgments, interest or costs, or any combination of the foregoing (“Claims”), incurred or suffered, in law or in equity, by the Beekeepers or any Beekeeper Agent that arise or may arise as a result of any of the care maintenance and control of the honey bee hives or acts solely arising out of any error

or negligent or intentionally wrongful act or omission of Beekeepers or any Beekeeper Agents at Blue Plains; provided, however, neither Beekeepers nor any Beekeepers' Agent shall have any liability or responsibility arising out of the gross negligence or willful misconduct of DC Water.

6. **Liability**: Without prejudice to any other rights that DC Water may have, Beekeepers are responsible, in accordance with applicable Laws, for the acts and omissions of Beekeepers and Beekeepers' Agents, including losses, damages, injuries and/or claims arising from or related to the honey bee hives DC Water shall have no liability for any act or omission of Beekeepers or any Beekeeper Agent associated with the care, maintenance and control of the honey bee hives. Neither the grant of this right of entry, nor any provision thereof, shall impose upon DC Water any new or additional duty or liability or enlarge any existing duty or liability of DC Water.
7. **Not a Contract for Services**: This ROE is not intended as, nor deemed or construed to be, a contract for services or to bind DC Water to convey any of Blue Plains to Beekeepers. Nothing contained in this ROE and no future action or inaction by DC Water under this ROE shall be deemed or construed to mean that DC Water has contracted with Beekeepers to perform any activity on Blue Plains.
8. **Compliance with Applicable Laws**: Beekeepers shall, and cause its Agents to, comply in material respects with applicable federal and District of Columbia Laws.
9. **No Right, Title, or Interest**: Nothing contained in this ROE and no action or inaction by DC Water under this ROE shall be deemed or construed to mean that DC Water has granted Beekeepers any right, power, or permission to do any act or make any agreement that may create, give rise to, or be the foundation for, any right, title, interest, lien, or charge to or against Blue Plains, including, but not limited to, the grant of any license or easement.
10. **Applicable Law; Binding Nature**: This ROE shall be construed under the Laws of the District of Columbia, without reference to conflicts of laws principles. This ROE shall be binding upon the respective heirs, personal representatives, successors, grantees, and assigns of the Parties.
11. **Entire Agreement**: This ROE constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall not be modified or amended in any manner except by an instrument in writing executed by the Parties as an amendment to this ROE.
12. **Severability**: If any provision of this ROE is held to be illegal, invalid or unenforceable under present or future Laws, such provision shall be fully severable. This ROE shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this ROE. The remaining provisions of this ROE shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this ROE.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, DC Water and Beekeepers have executed this ROE as of the Effective Date.

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY, an independent authority of the District of Columbia

By: _____

Name: Title:

BEEKEEPERS:

By: _____

Name: Title

Exhibit A: Details of beekeeping operation at Blue Plains

March, 2015

Entry protocol

DC Beekeepers Alliance should provide an approximate schedule of entry verbally or in writing to the designated DC Water representative. Requests for any after-hours or weekend entry will need to be submitted to the designated DC Water representative (Bill Brower, 202-787-4296) or his designee 24 hours before the requested entry. Beekeepers should receive the required visitor and parking passes from DC Water Security.

The proposed site for the hives is on the roof of the Central Maintenance Facility (CMF). Beekeepers should park in the CMF parking lot. Beekeepers should not attempt to access any other buildings on Blue Plains. The CMF is occupied at all times, so beekeepers should be able to enter through the main entrance to the building. Roof access is via the stairwell directly to the east of the elevators, near the entrance to the CMF.

Location of hives

The proposed site for the hives is on the roof of the Central Maintenance Facility (CMF). There is an area in the middle of the roof, about 100 feet south and west of the stairwell, that is shielded from the wind by air handling equipment, but is far enough away from any equipment to minimize the likelihood of human contact.

No penetrations of the roof may be made to secure the hives. Strapping the hives to a pallet ballasted with cinder blocks has been agreed upon as a good method for securing the hives, which will not impact the roof.

Expected service of the hives

The DC Beekeepers Alliance is responsible for supplying all of the woodenware and established bee colonies, as well as all on-going care to ensure the health of the bees. DC Water will purchase some equipment and tools with the intention of eventually being self-sufficient for caring for our bees. However, the Beekeepers should initially provide all necessary equipment. All equipment that the Beekeepers bring onto Blue Plains will remain their property and responsibility unless it is agreed upon in writing to transfer ownership to DC Water.

In the course of caring for the bees, the Beekeepers will give hands-on training to volunteers from DC Water. Other trainings should also be considered if the interest arises. Assistance in harvesting honey will be expected.

Frequency of service

It is understood that bees require varying levels of attention throughout the year. Efforts will be made to ensure timely access at important parts of the year. The frequency of service should be sufficient to ensure the health of the colonies.

Safety

Any DC Water employees who volunteer to participate in trainings or care for the bees will be required to sign a waiver releasing DC Water of all liability in conjunction with these activities. All beekeepers and volunteers will be required to go through a safety briefing and sign a commitment to exhibit positive safety behavior.