

Call Ask for

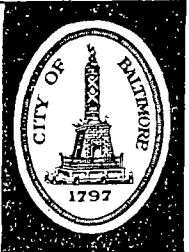
Deferred 5/7/97

FROM	NAME & TITLE	DANIEL P. HENSON, III, COMMISSIONER
	AGENCY NAME & ADDRESS	DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT 417 E. FAYETTE STREET
	SUBJECT	INTERIM PROMENADE EASEMENT AGREEMENTS

CITY of
BALTIMORE

MEMO

36



TO

DATE:

Honorable President and Members
of the Board of Estimates

April 10, 1997

Dear President and Members:

ACTION REQUESTED OF THE BOARD OF ESTIMATES:

The Board is requested to approve the attached seven (7) Interim Pedestrian Promenade Easement Agreements.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Department of Housing and Community Development with the cooperation of the Baltimore Harbor Endowment has actively pursued the acquisition of public pedestrian easements to land along the waterfront in an effort to establish and enlarge the Baltimore Waterfront Promenade system. To this date, over one half of the proposed route and their respective easements are in place.

On October 3, 1994, the State Highway Administration awarded the City a \$325,000 ISTE A grant to complete eight key links to the Promenade system. Seven of these sites were on private waterfront property and required easements. Through the cooperation of the participating property owners, these easements have been obtained.

APPROVED BY THE BOARD OF ESTIMATES

Bernice N. Taylor MAY 14 1997

Clerk

Date

**INTERIM PEDESTRIAN PROMENADE
EASEMENT AGREEMENT**

THIS AGREEMENT, is made this 20 day of February, 1997 by and between HarborView Limited Partnership No. 1 (hereinafter "Grantor") and MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland (hereinafter "City") with approval of the City's Board of Estimates.

WHEREAS as the Grantor's property as described herein is either actively industrial or undeveloped. The Grantor has agreed to grant to the City an interim easement to be part of the waterfront promenade, pending the possible future development of the Grantor's property at which time there will be installed permanent promenade improvements and the grant of a permanent promenade easement, all as and to the extent required by the then agreed applicable Urban Renewal Plan.

NOW THEREFORE, for and in consideration of the mutual obligations of the parties hereto, and other good and valuable consideration, the receipt and adequacy of which hereby acknowledged, the parties hereto for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Easement. The Grantor hereby grants to the City a non-exclusive temporary easement for pedestrian ingress and egress in, over and through the property described in Exhibit A (hereinafter "Easement Area") for a pedestrian walkway. The City may exercise the easement only upon the terms and subject to the conditions which are set forth in the provisions of this Agreement. At such time as the Grantor's property is to be developed and ceases to be used for interim purposes, this temporary easement will be superseded by a permanent pedestrian easement, as and to the extent required by the then



agreed applicable Urban Renewal Plan.. Prior to entering the permanent easement agreement, the Grantor retains the right to reconfigure the easement area indicated on Exhibit A and revise Schedule B to coordinate with the then applicable Urban Renewal Plan and the Grantor's future development plans for the property.

2. Limitations on Exercise of Easement. The Easement granted herein may be exercised only for pedestrian traffic to and from adjoining public streets and walkways and for pedestrian traffic through this Easement area during the hours and subject to any special restrictions and limitations as set forth on Schedule B attached hereto. The easement may not be used as access to the waters of the Baltimore harbor as it lays adjacent to the Grantor's property. No person otherwise entitled by the provisions of this Agreement to enter upon and use the Easement Area shall do so other than in accordance with applicable law. Reasonable rules concerning noise, dress, conduct and concerns of a similar nature regarding exercise of the easement shall be established by the City, posted at and enforced with respect to the Easement Area during the period within which the easement is exercised.

Nothing in the provisions of this Agreement shall be deemed in any way to confer upon the City, or its officers, employees, agents, or members of the general public any easement or other right entitling the City or any other such person (without the prior, expresses, written consent of the Grantor which may be given or withheld in its sole and absolute discretion) to bring any boat or other vessel into the waters adjoining the Easement Area, or to place, anchor, tie-up, or dock any boat or other vessel at or adjacent to any pier, walkway, piling, or other portion of the Easement Area, or enter or exit any portion of the Easement Area from any boat, or other vessel, all of which rights are hereby expressly

reserved to and by Grantor.

3. Benefit of Easement. The benefit of the easement shall run to the City. The City shall, in its exercise of the easement, allow the use of the Easement Area only for pedestrian access, by its officers, employees, agents and members of the general public.

Nothing in the provisions of this Agreement shall be deemed in any way to alter or impair the Grantor's rights to use and enjoy the Easement Area or to allow the use and enjoyment of the Easement Area by the Grantor's agents, officers, partners, employees, tenants, invitees, visitors, or guests, provided that such use and enjoyment does not substantially interfere with or impair the City's ability to use and enjoy the Easement Area in accordance with the provisions of this Agreement.

Nothing in the provisions of this Agreement shall be deemed in any way to constitute, or to require or call for, the dedication of any Easement Area, Easement Improvements, or any portion thereof to public use, it being intended by the parties hereto that all of the same be and remain the property of the Grantor, subject to the operation and effect of this Agreement.

4. Easement Improvements. The Grantor shall retain the right to review and approve all proposed improvements in the easement area ("Easement Improvements"). The City, at its sole cost and expense, shall construct all Easement Improvements and shall cause Grantor to be reimbursed for improvements made by Grantor to the subsurface of the Grantor's property in order that the Easement Improvements might be constructed and the Easement Area utilized for pedestrian traffic as provided for herein.



5. Maintenance and Repairs. The City shall, throughout the term of this Agreement, be responsible for maintaining and keeping in a safe condition and in good order and repair the Easement Area and the Easement Improvements.

The City shall at its expense cause the Easement Area to be patrolled by the Baltimore City Police Department, as if the Easement Area were part of the Harborplace promenade, notwithstanding that the Easement Area is privately owned.

6. Insurance and Indemnification. The City shall indemnify, defend, and hold harmless the Grantor, its partners, agents, employees, representatives and affiliates, from and against any and all claims, demands, suits, and actions, liability or claim for bodily injury, death or property damage, including attorney's fees and court costs, connected therewith, brought against the Grantor, its partners, agents employees, representatives and affiliates, arising in any way out of the use of the Easement Area by any person or out of the failure of the City in maintaining or repairing the Easement Area or Easement Improvements as set forth in this Agreement.

7. Default. If either party fails to perform any provision, covenant, or condition of this Agreement then, in such events, the other shall have the right, upon ten (10) days written notice to proceed to take such action as is necessary to cure such default, all in the name of and for the count of the breaching party. The breaching party shall on demand reimburse the other party for the money actually expended in accomplishing such cure, together with all reasonable out-of-pocket expenses plus interest at the rate of fifteen percent (15%) per annum. If the other party shall in good faith deem that an emergency is occurring or has occurred, so that a default requires immediate cure, no notice shall be



required and such party shall be entitled to take action without notice, provided notice is given as soon thereafter as possible. No default, action, or inaction shall give any party the right to terminate this Agreement or to deny access to the Easement Area.

8. Notices. Any notice, demand, consent, approval, request or communication to be provided hereunder to a party shall be in writing and deemed to have been provided three (3) business days after being sent certified mail, postage prepaid, return receipt requested, to the addresses of such parties as are set forth in Schedule C.

9. Amendment. Any amendment to this Agreement must be executed in writing and with the same formality as this Agreement.

10. Headings. The headings of the sections are provided for and only for convenience of reference, and shall not be considered in construing their contents.

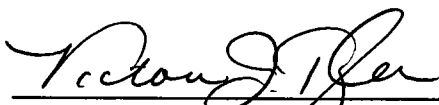
11. Exhibits. Each writing, schedule or exhibit referred to herein as being attached hereto is hereby made part of this Agreement.

EXHIBIT A: A-1 HarborView Bridge, Easement Area with Improvements
 A-2 Warehouse Promenade, Easement Area with Improvements
 A-3 HarborView Extended, Easement Area with Improvements

SCHEDULE B: Hours of Operation and Special Restrictions

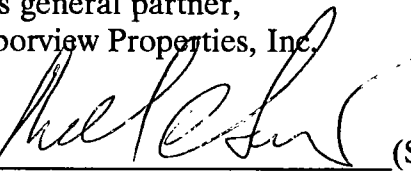
SCHEDULE C: Address to whom Notices concerning this Agreement are to be sent

ATTEST:



Secretary

Harborview Limited Partnership No. 1
by its general partner,
Harborview Properties, Inc.

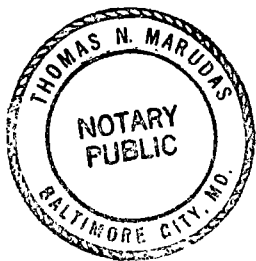
BY:  (Seal)

Richard A. Swirnow, President

STATE OF MARYLAND
COUNTY OF Baltimore
CITY

I HEREBY CERTIFY, that on this 20th day of February, 1998, before me, a Notary Public of the State of Maryland, personally appeared who acknowledged himself to be President of Harborview Properties, Inc., general partner of Harborview Limited Partnership No. 1, and that he as such President being authorized so to do, executed the foregoing Agreement for the purposes contained on behalf of the corporation.

IN WITNESS THEREOF, I have hereunto affixed by hand and official seal the day and year first above written.



Thomas N. Marudas
Notary Public
My Commission Expires: 11-1-99

ATTEST:

MAYOR AND CITY COUNCIL BALTIMORE

Custodian of the City Seal

BY: [Signature]
Daniel P. Henson, III
Commissioner, HCD

Approved by the Board of Estimates:

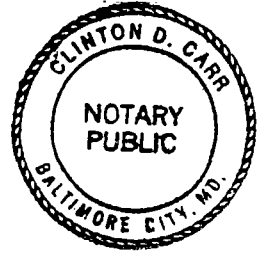
Secretary Date

Approved for form and legal sufficiency:

[Signature]
Principal Counsel Date 3/8/97

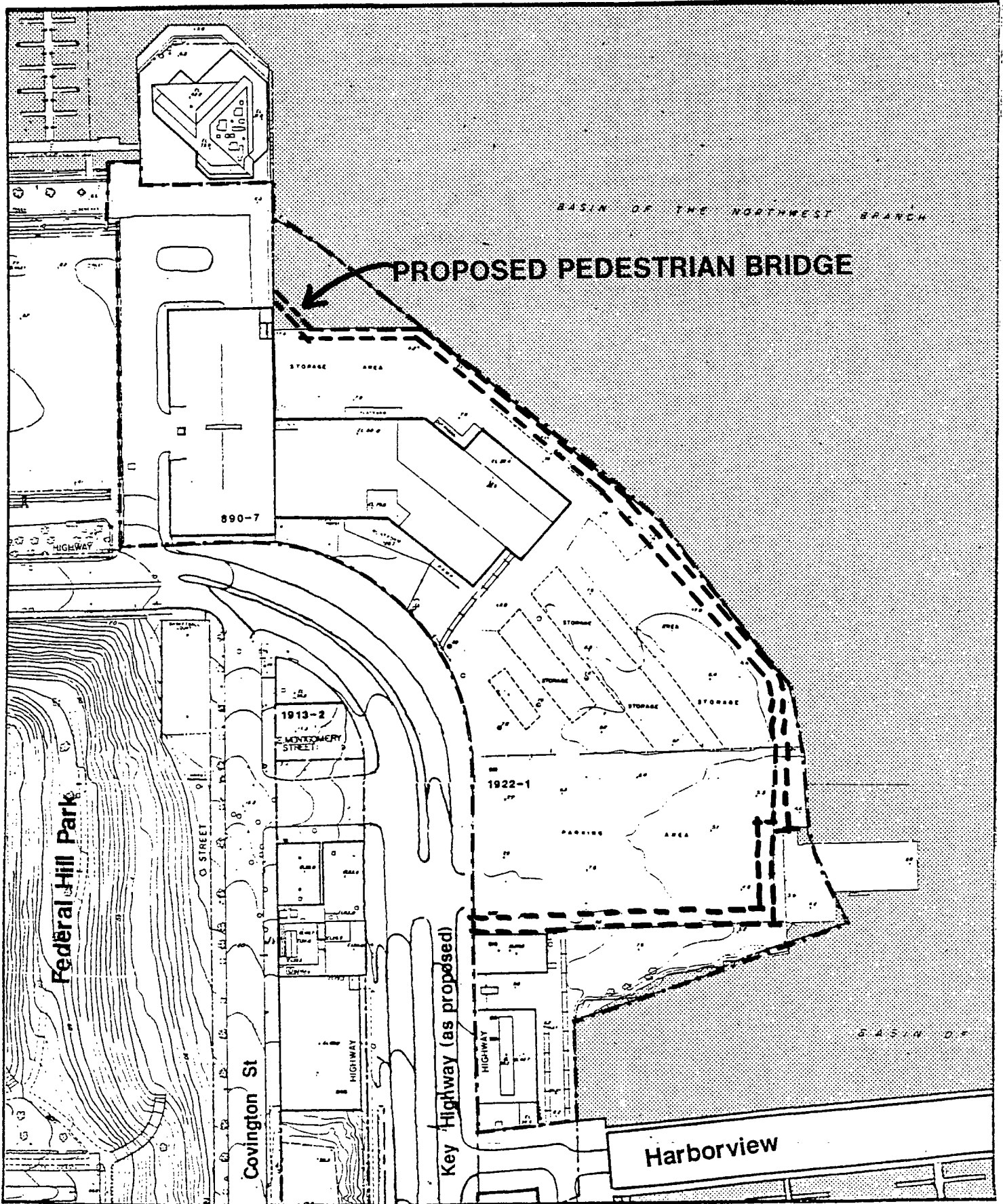
STATE OF MARYLAND SS:
CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 10th day of March, 1998 before me, a Notary Public of the State of Maryland, personally appeared Daniel P. Henson, III Commissioner of Department of Housing and Community Development, who signed the foregoing Agreement in my presence and acknowledged it to the act of the Mayor and City Council of Baltimore.



[Signature]
Notary Public
My Commissions Expires: 1/19/98

HARBORVIEW INTERIM EASEMENT AREA



APPROXIMATE LOCATION OF ISTE A CONTRACT PEDESTRIAN WALKWAY
BALTIMORE WATERFRONT PROMENADE

"EXHIBIT"
A-1

SCHEDULE B

HOURS OF USE AND SPECIAL RESTRICTIONS

RE: Interim Pedestrian Promenade Easement Agreement by and between HarborView Limited Partnership No. 1 and the Mayor and City Council of Baltimore

DATE: _____

HOURS OF USE: The easement rights granted may be exercised by the City at a minimum between the hours of 6:30 am and 1:00 am. The grantor reserve the right to restrict public access to the easement area between the hours of 1:00 am and 6:30 am for security reasons.

SPECIAL RESTRICTIONS AND LIMITATION: The Grantor retains the right to temporarily close the easement area for maintenance and repairs, or other activities of a temporary nature, or development of the property. The Grantor will provide written notification to the City seven days prior to any such closing.



SCHEDULE C

PARTIES TO WHOM ALL NOTICES SHALL BE SENT

RE: Interim Pedestrian Promenade Easement Agreement by and between HarborView Limited Partnership No. 1 and the Mayor and City Council of Baltimore

DATE: _____

1. Richard Swirnow
President
Harborview Limited Partnership No. 1
HarborView Properties, Inc., general partner
112 25th Street
Baltimore, MD 21218
2. Franklin C. Wise
General Counsel
Harborview Limited Partnership No. 1
HarborView Properties, Inc., general partner
112 25th Street
Baltimore, MD 21218
3. Daniel P. Henson, III
Commissioner
Baltimore City Department of Housing and Community Development
417 E. Fayette Street, Room 1300
Baltimore, MD 21202
4. Robert M. Quilter
Coordinator, Mayor's Promenade Task Force
Baltimore City Department of Housing and Community Development
417 E. Fayette Street, 8th Floor
Baltimore, MD 21202
5. Linda Barclay, Esquire
Baltimore City Law Department
City Hall, Room LL31
100 N. Holliday Street
Baltimore, MD 21202



Stabilization Schedule

AREA	S.F.	STABILIZATION	SEQUENCE
(A) WALKWAYS	680	TEMP. TEMPORARY STONE PERM. BITUMINOUS CONC. PAVING	4 5
(B) LANDSCAPING	325	TEMP. TEMPORARY SEEDING PERM. GRASS	3 6

NO.	DESCRIPTION	DATE	BY

Construction Notes:

- C-1 INSTALL BITUMINOUS PAVING. PROVIDE A SMOOTH TRANSITION BETWEEN PROPOSED AND EXISTING PAVING. REFER TO SHEET 2 FOR DETAIL.
- C-2 INSTALL BOLLARDS 6' ON CENTER. REFER TO SHEET 2 FOR DETAIL.
- C-3 INSTALL ONE REMOVABLE BOLLARD WITH PADLOCK. REFER TO SHEET 2 FOR DETAIL.
- C-4 INSTALL 3' HIGH, BLACK VINYL COATED CHAIN LINK FENCE.
- C-5 INSTALL 4'x8" TREE PIT. INSTALL (1) OLEITSEA TRIACANTHOS (HERNIMIS WALKER) / THORNLESS WALKER HONEYLOCUST, 2-1/2" CAL. BAR. REFER TO SHEET 3 FOR TREE PLANTING DETAIL. TREE PIT DETAIL AND GENERAL PLANTING NOTES.
- C-6 REPAIR EXISTING CHAIN LINK FENCE.
- C-7 INSTALL NEW CHAIN LINK FENCE TO MATCH EXISTING.
- C-8 INSTALL CONCRETE PAVING. REFER TO SHEET 2 FOR DETAIL. MATCH ELEVATION OF EXISTING CONCRETE PAVING. THE SCORING PATTERN OF THE NEW CONCRETE WALK SHALL MATCH SCORING PATTERN OF EXISTING CONCRETE WALK. CONTRACTOR SHALL PROVIDE AN EXPANSION JOINT BETWEEN THE EXISTING AND PROPOSED CONCRETE WALKS AND 20' O.C. MAXIMUM ALL DIRECTIONS.
- C-9 PAINTSTRIPES AS INDICATED ON PLAN FOR CROSSWALK. USE TWO COATS OF WHITE TRAFFIC PAINT, APPLIED PER MANUFACTURER'S SPECIFICATIONS.
- C-10 CONTRACTOR SHALL INSTALL (1) PROMENADE ID SIGN AND (1) WATERFRONT PROMENADE PARK RULES SIGN ON EXISTING FLAG POLE. CONTRACTOR SHALL OBTAIN SIGNAGE FROM BALTIMORE CITY.
- C-11 INSTALL LIGHT CONDUIT. 3" P.V.C., 30" MINIMUM COVER.
- C-12 INSTALL (3) NEW 6" LONG CONCRETE WHEEL STOPS. ANCHOR EACH WHEELSTOP WITH (2) NO. 7 BARS, 2' LONG (1) WHEELSTOP PER STRIPED PARKING SPACE.
- C-13 INSTALL (1) PROMENADE I.D. SIGN AND (1) WATERFRONT PROMENADE PARK RULES SIGN ON EXISTING BUILDING WALL. CONTRACTOR SHALL OBTAIN SIGNAGE FROM BALTIMORE CITY.
- C-14 PAINTSTRIPES AS INDICATED ON PLAN FOR WALKWAY EDGE. USE TWO COATS OF SEAL (MPS 320) TRAFFIC PAINT, APPLIED PER MANUFACTURER'S SPECIFICATIONS.
- C-15 INSTALL CONCRETE EDGING. SEE SHEET 2 FOR DETAIL.
- C-16 INSTALL POST AND CHAIN FENCE AS SHOWN. REFER TO SHEET 2 FOR DETAIL.
- C-17 INSTALL (1) PROMENADE I.D. SIGN AND (1) WATERFRONT PROMENADE PARK RULES SIGN ON EXISTING LIGHT POLE. CONTRACTOR SHALL OBTAIN SIGNAGE FROM BALTIMORE CITY.
- C-18 WIDEN BITUMINOUS WALK TO MEET WIDTH OF EXISTING WALKWAY. BEGIN WIDENING WALK 10' BEFORE EXISTING PAVING.
- C-19 INSTALL PEA GRAVEL BETWEEN HARBOR CHAIN LINK FENCE AND BITUMINOUS WALK. STONE SHALL BE 4" THICK. SEE SHEET 3 FOR DETAIL. PROVIDE METAL EDGING FOR GRAVEL AREA.
- C-20 INSTALL INLET AND (2) 6" PVC DRAIN PIPES. SEE SHEET 3 FOR STORM DRAIN STRUCTURE SCHEDULE FOR INVERT ELEVATIONS AND STORM DRAIN PROFILES.
- C-21 INSTALL INLET AND (2) 6" PVC DRAIN PIPES. CONNECT PIPES INTO EXISTING 10" C.I.P. SLOPE 0.5% MINIMUM.
- C-22 INSTALL BRICK PROMENADE PAVING. REFER TO SHEET 2 FOR DETAIL. MEET EXISTING GRADE. NEW BRICK PROMENADE SHALL MATCH COLOR AND BRICK PATTERN OF EXISTING BRICK PROMENADE. CONTRACTOR SHALL PROVIDE AN EXPANSION JOINT BETWEEN THE EXISTING AND PROPOSED BRICK PAVING. A L-SHAPED ALUMINUM PAVEMENT RESTRAINT SHALL BE INSTALLED ALONG PERIMETER EDGE.
- C-23 LIMB-UP EXISTING TREE TO PROVIDE 8' CLEARANCE.
- C-24 PROPOSED LIGHT FIXTURES, POLES, BASES AND CONDUIT SHALL BE INSTALLED BY O&E. CONTRACTOR SHALL COORDINATE THIS INSTALLATION WITH OTHER ON-SITE WORK FOR THE PROPOSED PROMENADE.
- C-25 REMOVE PORTION OF EXISTING CHAIN LINK FENCE TO ALLOW FOR WALKWAY CONNECTION. INSTALL ENDPOST TO SECURE REMAINING CHAIN-LINK FENCE.
- C-26 CONTRACTOR TO REMOVE DEBRIS FROM OPENING AND RESET EXISTING CONCRETE MANHOLE COVER.
- C-27 RELOCATE EXISTING TREE AND SHRUBS AS DIRECTED BY THE ENGINEER IN THE FIELD.
- C-28 PAINT EXISTING FENCE. COLOR TO MATCH EXISTING BUILDING DOORS.
- C-29 INSTALL WOOD RAMP #2. REFER TO SHEET 6 FOR DETAILS.
- C-30 INSTALL CONCRETE RAMP. MEET ELEVATIONS OF EXISTING WALKWAY.
- C-31 INSTALL BITUMINOUS RAMP TO THE LIMITS SHOWN. PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING AND PROPOSED MATERIALS.
- C-32 INSTALL BLACK METAL RAILING. TYPE TO MATCH EXISTING.
- C-33 INSTALL WOOD RAMP #1. REFER TO SHEET 4 FOR DETAILS.
- C-34 RESET EXISTING WHEELSTOPS AS NECESSARY. ANCHOR WITH (2) NO. 7 BARS, 2' LONG.
- C-35 CONTRACTOR TO PAINT HARBOR PROMENADE DIRECTIONAL MARKER ON PAVEMENT. COLORS TO BE RED (MPS 320) AND BLACK. CONTRACTOR SHALL OBTAIN STENCILS FROM BALTIMORE CITY.
- C-36 INSTALL 8" WIDE ENWOOD STRUCTURES PREFABRICATED WOOD BRIDGE. PARK CUSTOM, LOW BRIDGE PROFILE MODEL OR APPROVED EQUAL. SEE SHEET 6 FOR DETAILS.
- C-37 INSTALL (1) PROMENADE I.D. SIGN TO ENDPOST OF EXISTING BLACK FENCE ON TOP OF BRICK WALL WITH ARROW POINTING TOWARD PROMENADE WALKWAY.
- C-38 INSTALL 6" HIGH, BALTIMORE CITY TYPE 'A' CONCRETE CURB ALONG WALKWAY EDGE TO THE LIMITS SHOWN.
- C-39 INSTALL 2" P.V.C. CONDUIT, 4' OFF WALK.
- C-40 REMOVE GATE AND PORTION OF EXISTING CHAIN LINK FENCE TO ALLOW FOR 8' WIDE WALKWAY CONNECTION. INSTALL ENDPOST TO SECURE REMAINING CHAIN LINK FENCE.
- C-41 INSTALL (1) PROMENADE ID SIGN AND (1) WATERFRONT PROMENADE PARK RULES SIGN ON CHAIN LINK FENCE. CONTRACTOR SHALL OBTAIN SIGNAGE FROM BALTIMORE CITY.
- C-42 INSTALL (1) 6" PVC DRAIN PIPE THROUGH CONCRETE CURB. PIPE TO EXIST THROUGH GRILLED HOLE IN EXISTING WOOD BULKHEAD.
- C-43 INSTALL 12" WIDE CONCRETE CURB WITH SLEEVES FOR CHAIN LINK FENCE AND GATE. SEE SHEET 2 FOR DETAIL.
- C-44 INSTALL CHAIN LINK FENCE AND 4' WIDE GATE. FENCE HEIGHT TO MATCH EXISTING FENCE ON FIRE DEPARTMENT PROPERTY.
- C-45 CONTRACTOR TO STABILIZE EMBANKMENT. SEE SHEET 3 FOR DETAIL.
- C-46 REMOVE EXISTING CHAIN LINK AND INSTALL A 6' WIDE GATE. HEIGHT TO MATCH EXISTING FENCE.
- C-47 INSTALL (1) PROMENADE I.D. SIGN AND (1) WATERFRONT PROMENADE PARK RULES SIGN ON EXISTING WOOD FENCE. CONTRACTOR TO OBTAIN SIGNAGE FROM BALTIMORE CITY.
- C-48 INSTALL 3' WIDE BLACK VINYL-COATED CHAIN LINK FENCE GATE.
- C-49 WALK TO BE CONSTRUCTED TO MATCH EXISTING GRADE IN THIS AREA WITH MINIMUM GRADING.
- C-50 INSTALL NEW GATE TO FIT WITHIN BRIDGE EXTERIOR STRINGER. LINE UP WITH FACE OF BULKHEAD. GATE TO BE 6' HIGH WITH LOCKABLE LATCH. GATE TO BE DOUBLE LEAF AND SWING IN TOWARD BRIDGE. PROVIDE 3' WIND ON NORTH SIDE. TIE SOUTH WIND TO EXISTING WALL. PROVIDE BRACING FOR NORTH WIND.
- C-51 INSTALL (2) 150 WATT FLOOD LIGHTS TO THE EXISTING PARKING GARAGE WALL. INSTALL A JUNCTION ON THE EXISTING 1" GALVANIZED PIPE FOR ELECTRICAL FEED. USE 1" GALVANIZED PIPE FOR NEW CONDUIT LINE.
- C-52 PAINTSTRIPES AS INDICATED ON PLAN FOR WALKWAY EDGE WARNING. STRIPING TO BE PAINTED AT A 45° ANGLE FROM WALKWAY EDGE, PAINT 2' APART. USE TWO COATS OF RED TRAFFIC PAINT, APPLIED PER MANUFACTURER'S SPECIFICATIONS.

Legend

- EXISTING CONTOUR
- + 15.50 EXISTING SPOT ELEVATION
- LIMITS OF DISTURBANCE
- [Hatched Box] CONTRACTORS STAGING AREA
- [Dotted Box] PROPOSED BITUMINOUS PAVING

Site Data

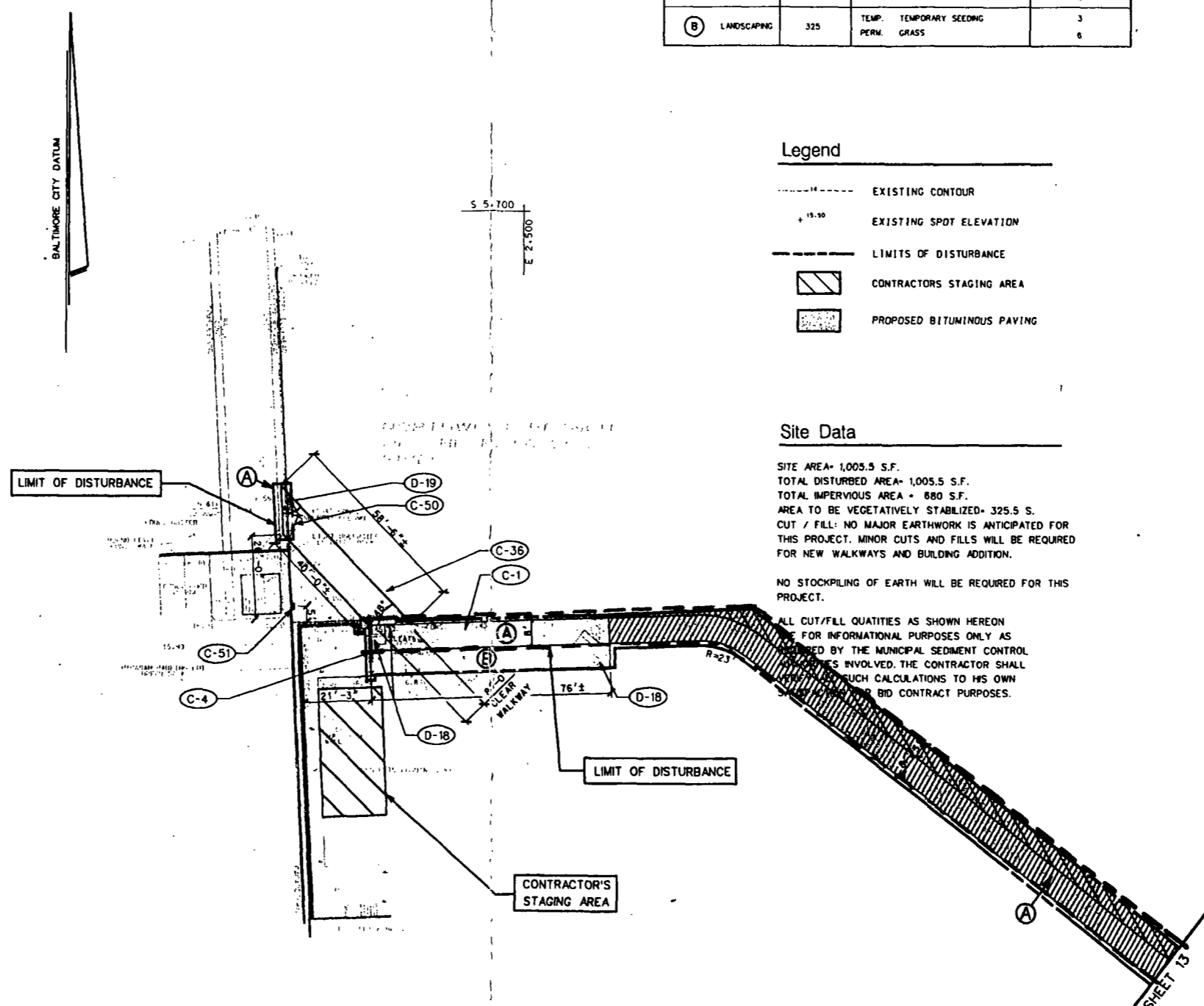
SITE AREA = 1,005.5 S.F.
 TOTAL DISTURBED AREA = 1,005.5 S.F.
 TOTAL IMPERVIOUS AREA = 680 S.F.
 AREA TO BE VEGETATIVELY STABILIZED = 325.5 S.F.
 CUT / FILL: NO MAJOR EARTHWORK IS ANTICIPATED FOR THIS PROJECT. MINOR CUTS AND FILLS WILL BE REQUIRED FOR NEW WALKWAYS AND BUILDING ADDITION.
 NO STOCKPILING OF EARTH WILL BE REQUIRED FOR THIS PROJECT.
 ALL CUT/FILL QUANTITIES AS SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY AS REQUIRED BY THE MUNICIPAL SEDIMENT CONTROL REGULATIONS INVOLVED. THE CONTRACTOR SHALL VERIFY SUCH CALCULATIONS TO HIS OWN SATISFACTION FOR BID CONTRACT PURPOSES.

Sequence of Construction

1. OBTAIN PERMITS.
2. SUBMIT WRITTEN NOTIFICATION TO THE BALTIMORE CITY SEDIMENT CONTROL SECTION AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION STATING:
 - A. WHEN CONTRACTOR INTENDS TO BEGIN CONSTRUCTION
 - B. DISPOSAL SITE AND
 - C. CONTRACTOR'S TENTATIVE CLOSING DATE.
3. REMOVE ROPE ANCHORS AND FOOTINGS, CONCRETE BULKHEAD AND GRANITE CAP STONES AND BEGIN INSTALLATION OF BRIDGE FOOTINGS.
4. COMPLETE BRIDGE FOOTINGS AND INSTALL CR-6 SUBBASE SAME DAY OR STABILIZE DISTURBED AREA WITHIN 24 HOURS.
5. INSTALL BRIDGE, CHAIN LINK FENCE AND BITUMINOUS CONCRETE PAVING.
6. FINE GRADE AS NECESSARY AND STABILIZE ALL REMAINING AREA AS SPECIFIED.

Demolition Notes:

- D-1 REMOVE EXISTING FENCE BETWEEN PROPOSED PROMENADE WALK AND EDGE OF WATER.
- D-2 REMOVE EXISTING BITUMINOUS PAVING.
- D-3 REMOVE EXISTING VEGETATION BETWEEN PROPOSED PROMENADE WALK AND EDGE OF WATER.
- D-4 REMOVE EXISTING LANDSCAPE TIES TO LIMITS SHOWN ON PLAN.
- D-5 SELECTIVELY CLEAR VEGETATION ALONG SHORELINE.
- D-6 REMOVE EXISTING PAVING FOR NEW IMPROVEMENTS.
- D-7 REMOVE CONCRETE PAVING AND EDGING.
- D-8 REMOVE EXISTING GRAVEL AREA.
- D-9 REMOVE EXISTING ANCHOR AND CONCRETE PAD.
- D-10 REMOVE VEGETATION.
- D-11 REMOVE EXISTING WOOD RAMP.
- D-12 REMOVE 2 EXISTING VIBURNUM SHRUBS.
- D-13 REMOVE EXISTING WOOD PLANK.
- D-14 REMOVE EXISTING CONCRETE PAVING AND CURB.
- D-15 REMOVE EXISTING POST AND ROPE FENCE.
- D-16 REMOVE ALL VEGETATION BETWEEN FINE HOUSE PROPERTY AND MUSEUM BUILDING.
- D-17 REMOVE EXISTING CONCRETE STEPS AND MATERIAL TO ALLOW FOR PROPOSED WOOD RAMP #1.
- D-18 REMOVE EXISTING CLEATS, ANCHOR BOLTS AND 2' OF CONCRETE BASE. REMOVE TIMBER FENDER AND CUTOFF TIMBER FENDER PILE.
- D-19 REMOVE EXISTING GRANITE CAP STONES AND RETURN TO PROPERTY OWNER.
- D-20 REMOVE EXISTING RETAINING WALL TO THE LIMITS SHOWN.
- D-21 REMOVE ALL VEGETATION WITHIN 1' OF ENTIRE LENGTH OF FENCE.
- D-22 REMOVE ALL VEGETATION ALONG ENTIRE LENGTH OF FENCE.
- D-23 REMOVE EXISTING CHAIN LINK FENCE.



STV INCORPORATED
 21 GOVERNORS COURT
 BALTIMORE, MARYLAND 21244
 (410) 944-9112

CITY OF BALTIMORE
 DEPARTMENT OF PUBLIC WORKS
 BUREAU OF TRANSPORTATION
 AGREEMENT NO.
 HARBORVIEW / RUSTY SCUPPER
 EXHIBIT A-2
 SCALE: 1"=20'
 DATE: 5/10/98
 UTILITY ENGINEERING DIVISION
 SHEET 12 OF 16

AREA	S.F.	STABILIZATION	SEQUENCE
A	4,744	TEMP. BITUMINOUS PAVING	4
B	1,225.02	TEMP. BITUMINOUS SEEDING	7
C		TEMP. BITUMINOUS SEEDING	8

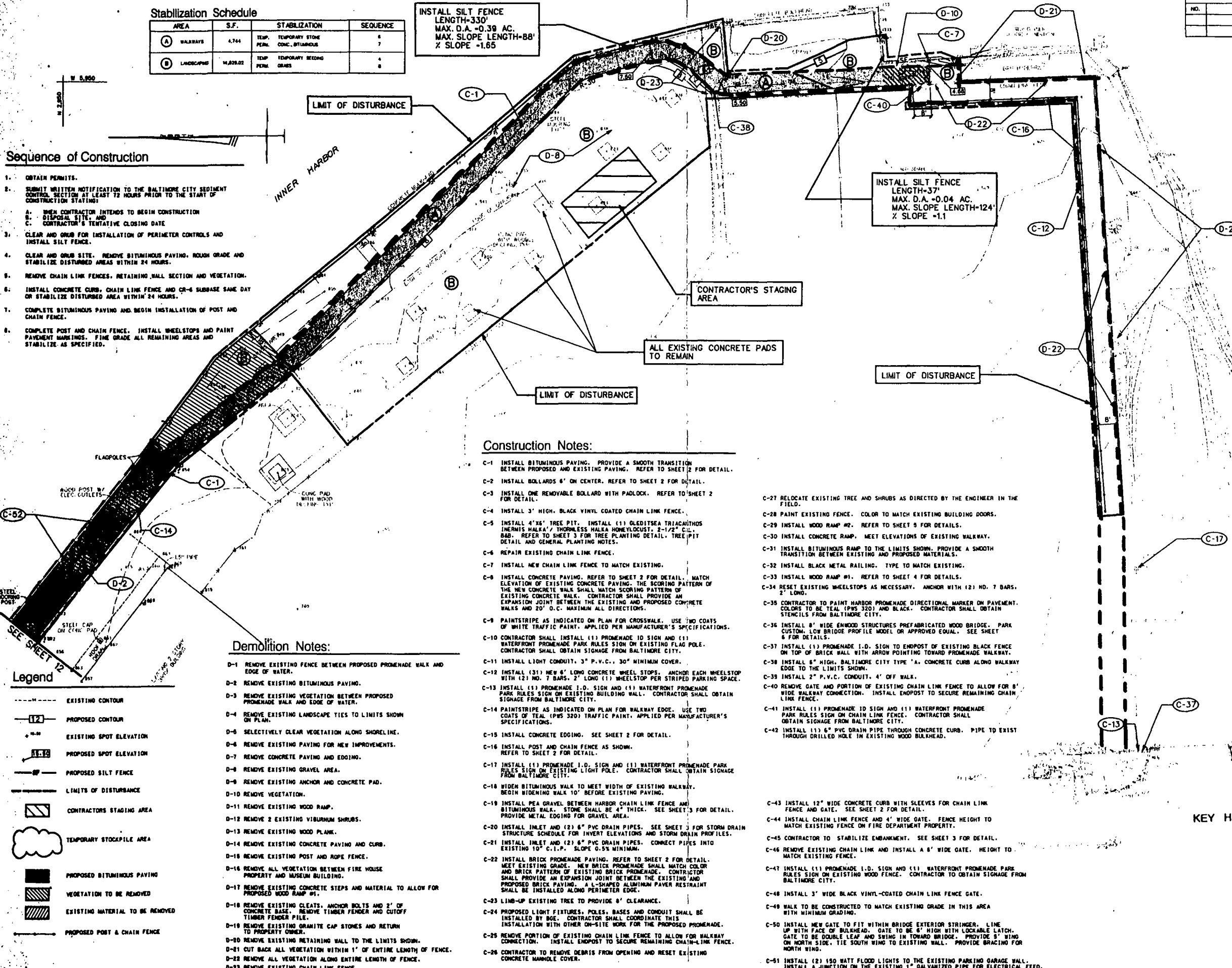
INSTALL SILT FENCE
LENGTH=330'
MAX. D.A. =0.38 AC.
MAX. SLOPE LENGTH=88'
% SLOPE =1.65

INSTALL SILT FENCE
LENGTH=37'
MAX. D.A. =0.04 AC.
MAX. SLOPE LENGTH=124'
% SLOPE =1.1

NO.	REVISIONS DESCRIPTION	DATE	BY

Sequence of Construction

- OBTAIN PERMITS.
- SUBMIT WRITTEN NOTIFICATION TO THE BALTIMORE CITY SEDIMENT CONTROL SECTION AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION STATING:
 - WHEN CONTRACTOR INTENDS TO BEGIN CONSTRUCTION
 - DISPOSAL SITE, AND
 - CONTRACTOR'S TENTATIVE CLOSING DATE
- CLEAR AND GRUB FOR INSTALLATION OF PERIMETER CONTROLS AND INSTALL SILT FENCE.
- CLEAR AND GRUB SITE. REMOVE BITUMINOUS PAVING, ROUGH GRADE AND STABILIZE DISTURBED AREAS WITHIN 24 HOURS.
- REMOVE CHAIN LINK FENCES, RETAINING WALL SECTION AND VEGETATION.
- INSTALL CONCRETE CURB, CHAIN LINK FENCE AND CR-6 SUBBASE SAME DAY OR STABILIZE DISTURBED AREA WITHIN 24 HOURS.
- COMPLETE BITUMINOUS PAVING AND BEGIN INSTALLATION OF POST AND CHAIN FENCE.
- COMPLETE POST AND CHAIN FENCE. INSTALL WHEELSTOPS AND PAINT PAVEMENT MARKINGS. FINE GRADE ALL REMAINING AREAS AND STABILIZE AS SPECIFIED.



Site Data

TOTAL DISTURBED AREA = 23,540.44 S.F.
TOTAL IMPERVIOUS AREA = 8,714.42 S.F.

CUT/FILL/NO MAJOR EARTHWORK IS ANTICIPATED FOR THIS PROJECT. MINOR CUTS AND FILLS WILL BE REQUIRED FOR NEW WALKWAY.

NO STOCKPILING OF EARTH WILL BE REQUIRED FOR THIS PROJECT.

ALL CUT/FILL QUANTITIES AS SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY AS REQUIRED BY THE MUNICIPAL SEDIMENT CONTROL AUTHORITIES INVOLVED. THE CONTRACTOR SHALL VERIFY ALL SUCH CALCULATIONS TO HIS OWN SATISFACTION FOR BID CONTRACT PURPOSES.

Construction Notes:

- C-1 INSTALL BITUMINOUS PAVING. PROVIDE A SMOOTH TRANSITION BETWEEN PROPOSED AND EXISTING PAVING. REFER TO SHEET 2 FOR DETAIL.
- C-2 INSTALL BOLLARDS 6" ON CENTER. REFER TO SHEET 2 FOR DETAIL.
- C-3 INSTALL ONE REMOVABLE BOLLARD WITH PADLOCK. REFER TO SHEET 2 FOR DETAIL.
- C-4 INSTALL 3' HIGH, BLACK VINYL COATED CHAIN LINK FENCE.
- C-5 INSTALL 4" X 4" TREE PIT. INSTALL (1) OLEDTSEA TRIACANTHOS (HERN'S HALLA / THORNLESS HALLA HONEYLOCUST - 3-1/2" C.L. B&B. REFER TO SHEET 3 FOR TREE PLANTING DETAIL. TREE PIT DETAIL AND GENERAL PLANTING NOTES.
- C-6 REPAIR EXISTING CHAIN LINK FENCE.
- C-7 INSTALL NEW CHAIN LINK FENCE TO MATCH EXISTING.
- C-8 INSTALL CONCRETE PAVING. REFER TO SHEET 2 FOR DETAIL. MATCH ELEVATION OF EXISTING CONCRETE PAVING. THE SCORING PATTERN OF THE NEW CONCRETE WALK SHALL MATCH SCORING PATTERN OF EXISTING CONCRETE WALK. CONTRACTOR SHALL PROVIDE AN EXPANSION JOINT BETWEEN THE EXISTING AND PROPOSED CONCRETE WALKS AND 20' O.C. MAXIMUM ALL DIRECTIONS.
- C-9 PAINTSTRIPES AS INDICATED ON PLAN FOR CROSSWALK. USE TWO COATS OF WHITE TRAFFIC PAINT, APPLIED PER MANUFACTURER'S SPECIFICATIONS.
- C-10 CONTRACTOR SHALL INSTALL (1) PROMENADE I.D. SIGN AND (1) WATERFRONT PROMENADE PARK RULES SIGN ON EXISTING FLAG POLE. CONTRACTOR SHALL OBTAIN SIGNAGE FROM BALTIMORE CITY.
- C-11 INSTALL LIGHT CONDUIT, 3" P.V.C., 30" MINIMUM COVER.
- C-12 INSTALL (3) NEW 6" LONG CONCRETE WHEELSTOPS. ANCHOR EACH WHEELSTOP WITH (2) NO. 7 BARS, 2" LONG (1) WHEELSTOP PER STRIPED PARKING SPACE.
- C-13 INSTALL (1) PROMENADE I.D. SIGN AND (1) WATERFRONT PROMENADE PARK RULES SIGN ON EXISTING BUILDING WALL. CONTRACTOR SHALL OBTAIN SIGNAGE FROM BALTIMORE CITY.
- C-14 PAINTSTRIPES AS INDICATED ON PLAN FOR WALKWAY EDGE. USE TWO COATS OF TEAL (PWS 320) TRAFFIC PAINT, APPLIED PER MANUFACTURER'S SPECIFICATIONS.
- C-15 INSTALL CONCRETE EDGING. SEE SHEET 2 FOR DETAIL.
- C-16 INSTALL POST AND CHAIN FENCE AS SHOWN. REFER TO SHEET 2 FOR DETAIL.
- C-17 INSTALL (1) PROMENADE I.D. SIGN AND (1) WATERFRONT PROMENADE PARK RULES SIGN ON EXISTING LIGHT POLE. CONTRACTOR SHALL OBTAIN SIGNAGE FROM BALTIMORE CITY.
- C-18 WIDEN BITUMINOUS WALK TO MEET WIDTH OF EXISTING WALKWAY. BEGIN WIDENING WALK 10' BEFORE EXISTING PAVING.
- C-19 INSTALL PEA GRAVEL BETWEEN HARBOR CHAIN LINK FENCE AND BITUMINOUS WALK. STONE SHALL BE 4" THICK. SEE SHEET 3 FOR DETAIL. PROVIDE METAL EDGING FOR GRAVEL AREA.
- C-20 INSTALL INLET AND (2) 6" PVC DRAIN PIPES. SEE SHEET 3 FOR STORM DRAIN STRUCTURE SCHEDULE FOR INVERT ELEVATIONS AND STORM DRAIN PROFILES.
- C-21 INSTALL INLET AND (2) 6" PVC DRAIN PIPES. CONNECT PIPES INTO EXISTING 10" C.I.P. SLOPE 0.5% MINIMUM.
- C-22 INSTALL BRICK PROMENADE PAVING. REFER TO SHEET 2 FOR DETAIL. MEET EXISTING GRADE. NEW BRICK PROMENADE SHALL MATCH COLOR AND BRICK PATTERN OF EXISTING BRICK PROMENADE. CONTRACTOR SHALL PROVIDE AN EXPANSION JOINT BETWEEN THE EXISTING AND PROPOSED BRICK PAVING. A L-SHAPED ALUMINUM PAVEMENT RESTRAINT SHALL BE INSTALLED ALONG PERIMETER EDGE.
- C-23 LIMB-UP EXISTING TREE TO PROVIDE 8' CLEARANCE.
- C-24 PROPOSED LIGHT FIXTURES, POLES, BASES AND CONDUIT SHALL BE INSTALLED BY BOE. CONTRACTOR SHALL COORDINATE THIS INSTALLATION WITH OTHER ON-SITE WORK FOR THE PROPOSED PROMENADE.
- C-25 REMOVE PORTION OF EXISTING CHAIN LINK FENCE TO ALLOW FOR WALKWAY CONNECTION. INSTALL ENDOPOST TO SECURE REMAINING CHAIN-LINK FENCE.
- C-26 CONTRACTOR TO REMOVE DEBRIS FROM OPENING AND RESET EXISTING CONCRETE MANHOLE COVER.
- C-27 RELOCATE EXISTING TREE AND SHRUBS AS DIRECTED BY THE ENGINEER IN THE FIELD.
- C-28 PAINT EXISTING FENCE. COLOR TO MATCH EXISTING BUILDING DOORS.
- C-29 INSTALL WOOD RAMP #2. REFER TO SHEET 5 FOR DETAILS.
- C-30 INSTALL CONCRETE RAMP. MEET ELEVATIONS OF EXISTING WALKWAY.
- C-31 INSTALL BITUMINOUS RAMP TO THE LIMITS SHOWN. PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING AND PROPOSED MATERIALS.
- C-32 INSTALL BLACK METAL RAILING. TYPE TO MATCH EXISTING.
- C-33 INSTALL WOOD RAMP #1. REFER TO SHEET 4 FOR DETAILS.
- C-34 RESET EXISTING WHEELSTOPS AS NECESSARY. ANCHOR WITH (2) NO. 7 BARS, 2" LONG.
- C-35 CONTRACTOR TO PAINT HARBOR PROMENADE DIRECTIONAL MARKER ON PAVEMENT. COLORS TO BE TEAL (PWS 320) AND BLACK. CONTRACTOR SHALL OBTAIN STENCILS FROM BALTIMORE CITY.
- C-36 INSTALL 8" WIDE ENDWOOD STRUCTURES PREFABRICATED WOOD BRIDGE. PARK CUSTOM, LOW BRIDGE PROFILE MODEL OR APPROVED EQUAL. SEE SHEET 6 FOR DETAILS.
- C-37 INSTALL (1) PROMENADE I.D. SIGN TO ENDOPOST OF EXISTING BLACK FENCE ON TOP OF BRICK WALL WITH ARROW POINTING TOWARD PROMENADE WALKWAY.
- C-38 INSTALL 6" HIGH, BALTIMORE CITY TYPE "A" CONCRETE CURB ALONG WALKWAY EDGE TO THE LIMITS SHOWN.
- C-39 INSTALL 2" P.V.C. CONDUIT, 4' OFF WALK.
- C-40 REMOVE GATE AND PORTION OF EXISTING CHAIN LINK FENCE TO ALLOW FOR 8' WIDE WALKWAY CONNECTION. INSTALL ENDOPOST TO SECURE REMAINING CHAIN LINK FENCE.
- C-41 INSTALL (1) PROMENADE I.D. SIGN AND (1) WATERFRONT PROMENADE PARK RULES SIGN ON CHAIN LINK FENCE. CONTRACTOR SHALL OBTAIN SIGNAGE FROM BALTIMORE CITY.
- C-42 INSTALL (1) 6" PVC DRAIN PIPE THROUGH CONCRETE CURB. PIPE TO EXIST THROUGH DRILLED HOLE IN EXISTING WOOD BULKHEAD.
- C-43 INSTALL 12" WIDE CONCRETE CURB WITH SLEEVES FOR CHAIN LINK FENCE AND GATE. SEE SHEET 2 FOR DETAIL.
- C-44 INSTALL CHAIN LINK FENCE AND 4' WIDE GATE. FENCE HEIGHT TO MATCH EXISTING FENCE ON FIRE DEPARTMENT PROPERTY.
- C-45 CONTRACTOR TO STABILIZE EMBANKMENT. SEE SHEET 3 FOR DETAIL.
- C-46 REMOVE EXISTING CHAIN LINK AND INSTALL A 6' WIDE GATE. HEIGHT TO MATCH EXISTING FENCE.
- C-47 INSTALL (1) PROMENADE I.D. SIGN AND (1) WATERFRONT PROMENADE PARK RULES SIGN ON EXISTING WOOD FENCE. CONTRACTOR TO OBTAIN SIGNAGE FROM BALTIMORE CITY.
- C-48 INSTALL 3' WIDE BLACK VINYL-COATED CHAIN LINK FENCE GATE.
- C-49 WALK TO BE CONSTRUCTED TO MATCH EXISTING GRADE IN THIS AREA WITH MINIMUM GRADING.
- C-50 INSTALL NEW GATE TO FIT WITHIN BRIDGE EXTERIOR STRINGER. LINE UP WITH FACE OF BULKHEAD. GATE TO BE 6' HIGH WITH LOCKABLE LATCH. GATE TO BE DOUBLE LEAF AND SWING IN TOWARD BRIDGE. PROVIDE 3" WING ON NORTH SIDE. TIE SOUTH WING TO EXISTING WALL. PROVIDE BRACING FOR NORTH WING.
- C-51 INSTALL (2) 150 WATT FLOOD LIGHTS TO THE EXISTING PARKING GARAGE WALL. INSTALL A JUNCTION ON THE EXISTING 1" GALVANIZED PIPE FOR ELECTRICAL FEED. USE 1" GALVANIZED PIPE FOR NEW CONDUIT LINE.
- C-52 PAINTSTRIPES AS INDICATED ON PLAN FOR WALKWAY EDGE MARKING. STRIPING TO BE PAINTED AT A 45° ANGLE FROM WALKWAY EDGE. PAINT 2" APART. USE TWO COATS OF RED TRAFFIC PAINT, APPLIED PER MANUFACTURER'S SPECIFICATIONS.

Demolition Notes:

- D-1 REMOVE EXISTING FENCE BETWEEN PROPOSED PROMENADE WALK AND EDGE OF WATER.
- D-2 REMOVE EXISTING BITUMINOUS PAVING.
- D-3 REMOVE EXISTING VEGETATION BETWEEN PROPOSED PROMENADE WALK AND EDGE OF WATER.
- D-4 REMOVE EXISTING LANDSCAPE TIES TO LIMITS SHOWN ON PLAN.
- D-5 SELECTIVELY CLEAR VEGETATION ALONG SHORELINE.
- D-6 REMOVE EXISTING PAVING FOR NEW IMPROVEMENTS.
- D-7 REMOVE CONCRETE PAVING AND EDGING.
- D-8 REMOVE EXISTING GRAVEL AREA.
- D-9 REMOVE EXISTING ANCHOR AND CONCRETE PAD.
- D-10 REMOVE VEGETATION.
- D-11 REMOVE EXISTING WOOD RAMP.
- D-12 REMOVE 2 EXISTING VIBURNUM SHRUBS.
- D-13 REMOVE EXISTING WOOD PLANK.
- D-14 REMOVE EXISTING CONCRETE PAVING AND CURB.
- D-15 REMOVE EXISTING POST AND ROPE FENCE.
- D-16 REMOVE ALL VEGETATION BETWEEN FIRE HOUSE PROPERTY AND MUSEUM BUILDING.
- D-17 REMOVE EXISTING CONCRETE STEPS AND MATERIAL TO ALLOW FOR PROPOSED WOOD RAMP #1.
- D-18 REMOVE EXISTING CLEATS, ANCHOR BOLTS AND 3" OF CONCRETE BASE. REMOVE TIMBER FENDER AND CUTOFF TIMBER FENDER PILE.
- D-19 REMOVE EXISTING GRANITE CAP STONES AND RETURN TO PROPERTY OWNER.
- D-20 REMOVE EXISTING RETAINING WALL TO THE LIMITS SHOWN.
- D-21 CUT BACK ALL VEGETATION WITHIN 1' OF ENTIRE LENGTH OF FENCE.
- D-22 REMOVE ALL VEGETATION ALONG ENTIRE LENGTH OF FENCE.
- D-23 REMOVE EXISTING CHAIN LINK FENCE.

Legend

- EXISTING CONTOUR
- - - - - PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- PROPOSED SILT FENCE
- LIMITS OF DISTURBANCE
- ▨ CONTRACTOR'S STAGING AREA
- ☁ TEMPORARY STOCKPILE AREA
- ▨ PROPOSED BITUMINOUS PAVING
- ▨ VEGETATION TO BE REMOVED
- ▨ EXISTING MATERIAL TO BE REMOVED
- PROPOSED POST & CHAIN FENCE

DRAWN BY
EXAMINED BY

STV INCORPORATED
21 GOVERNORS COURT
BALTIMORE, MARYLAND 21244
(410) 944-9122

CITY OF BALTIMORE
DEPARTMENT OF PUBLIC WORKS
BUREAU OF TRANSPORTATION

AGREEMENT NO. _____

HARBOR VIEW

"EXHIBIT A-3"

SCALE: 1"=20' DATE: 5/10/06
UTILITY ENGINEERING DIVISION SHEET 13 OF 18