Deferred 5/7/97

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

MAY 14 1997

Bernice N. Taylor

Clerk

Date

INTERIM PEDESTRIAN PROMENADE EASEMENT AGREEMENT

MAY 1997

THIS AGREEMENT, is made this 21st day of June, 1996 by and between Baltimore Museum of Industry. (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 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 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 are 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 shown 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. Prior to entering the permanent easement agreement, the Grantor retains the right to reconfigure the easement area indicated on Exhibit A and to coordinate with the then applicable Urban Renewal Plan and the Grantor's future development plans for the property, and to re-negotiate the terms of the Easement granted..

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 ("Easement 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, except by Grantor or with the written consent of Grantor. 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, express, 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 to 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 the Grantor.

3. Benefit of Easement. The benefit of the easement shall run to the City. The City may, as 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, or to alter or impair Grantor's rights to independently supervise and control use of Easement Area by public, provided that such use and enjoyment does not 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.

5. Maintenance and Repairs. The Grantor 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 during the Easement Hours by the Baltimore City Police Department, as if the Easement Area were a public street or sidewalk, notwithstanding that the Easement Area is privately owned.

6. Insurance and Indemnification. The Grantor shall defend, indemnify, and hold harmless the City against and from any liability or claim of liability for bodily injury, death or property damage arising out of the failure of the Grantor in maintaining or repairing the Easement Area or Easement Improvements as set forth in this Agreement, notwithstanding any policy or policies of insurance.

Except for any liability or claim of liability against which the City is indemnified by the Grantor, the City shall defend, indemnify, and hold harmless the Grantor against and from any liability or claim of liability to third parties for bodily injury, death, or property damage arising out of the lawful and unlawful use of the Easement Area during the Easement Hours by any person.

The City shall maintain under its self-insurance program liability insurance against claims for bodily injury or death or property damage in the Easement Area occasioned by accident or other occurrences.

7. Default. If either party fails to perform any provision, covenant, or condition of this Agreement then, in such event, the non-defaulting party shall have the right to cure such default, all in the name of and for the account of the breaching party, only if the cure of such default is not commenced by the defaulting party within thirty (30) days after written notice from

the non-defaulting party. The breaching party shall on demand reimburse the other party for the money actually expended in accomplishing such cure, together will 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 a part of this Agreement.

EXHIBIT A:	Plan of Easement Area with Improvements
SCHEDULE B:	Hours of Use and Special Restrictions
SCHEDULE C:	Addresses to whom Notices concerning this Agreement are to be sent

ATTEST:

_____ Secretary

By: _____ (Seal)
~~President~~ Exec. Director

STATE OF MARYLAND SS:
COUNTY OF _____

I HEREBY CERTIFY, that on this 21 day of JUNE, 1996, before me, a Notary Public of the State of Maryland, personally appeared who acknowledged himself to be ~~President~~ EXEC. DIRECTOR of BALTIMORE MUSEUM OF INDUSTRY, 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.

_____
Notary Public
My Commission Expires: FEB 24, 1997

ATTEST:

_____
Custodian of the City Seal

MAYOR AND CITY COUNCIL OF BALTIMORE

By: _____
Daniel P. Henson, III
Commissioner, HCD

Approved by the Board of Estimates:

_____ MAY 14 1997
~~Secretary~~ Clerk Date

Approved for form and legal sufficiency:

Linda C. Barclay 10/15/96
Principal Counsel Date

STATE OF MARYLAND SS:
CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 10th day of March, 1997, 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.

CLINTON D. CARR NOTARY PUBLIC BALTIMORE CITY, MD.

_____
Notary Public
My Commission Expires: 1/19/98

SCHEDULE B

HOURS OF USE AND SPECIAL RESTRICTIONS

RE: Interim Pedestrian Promenade Easement Agreement by and between Baltimore Museum of Industry and the Mayor and City Council of Baltimore

DATE: 21 JUNE 1996

HOURS OF USE: The easement rights granted herein may be exercised by the City on a continuous basis (twenty four hours a day, seven days a week).

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

SCHEDULE C

PARTIES TO WHOM ALL NOTICES SHALL BE SENT

RE: Interim Pedestrian Promenade Easement Agreement by and between Baltimore Museum of Industry and the Mayor and City Council of Baltimore

DATE: _____

1. Dr. Dennis Zembala
Executive Director
Baltimore Museum of Industry
1415 Key Highway
Baltimore, MD 21230

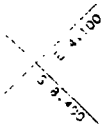
2. Beth Nowell
Director, Public Relations
Baltimore Museum of Industry
1415 Key Highway
Baltimore, MD 21230

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, Room 1201
Baltimore, MD 21202

5. Linda Barcley, Esquire
Baltimore City Law Department
City Hall, Room LL 31
100 N. Holliday Street
Baltimore, MD 21202

REVISIONS			
NO.	DESCRIPTION	DATE	BY



LIMIT OF DISTURBANCE

Construction Notes:

C-1 INSTALL BITUMINOUS PAVING. PROVIDE A SMOOTH TRANSITION BETWEEN PROPOSED AND EXISTING PAVING. REFER TO SHEET ___ FOR DETAIL.

C-2 INSTALL BOLLARDS 6' ON CENTER.

C-3 INSTALL REMOVABLE BOLLARD WITH PADLOCK.

C-4 INSTALL 3' HIGH, BLACK VINYL COATED CHAIN LINK FENCE.

C-5 INSTALL 4'X6' TREE PIT. INSTALL (1) GLEDITSEA TRIACANTHOS INERMIS HALKA'/ THORNLESS HALKA HONEYLOCUST, 2-1/2" CAL, B&B. REFER TO SHEET 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. CHAIN LINK FENCE SHALL MATCH EXISTING.

C-8 INSTALL CONCRETE PAVING. REFER TO SHEET _ 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.

C-9 PAINTSTRIPE 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.

C-12 INSTALL LIGHT BASE. REFER TO SHEET _ FOR DETAIL.

C-13 INSTALL (1) PROMENADE I.D. SIGN ON EXISTING BRICK WALL. CONTRACTOR SHALL OBTAIN SIGN FROM BALTIMORE CITY.

C-14 PAINTSTRIPE AS INDICATED ON PLAN FOR WALKWAY EDGE. USE TWO COATS OF _____ TRAFFIC PAINT. APPLIED PER MANUFACTURER'S SPECIFICATIONS.

C-15 INSTALL CONCRETE EDGING. SEE SHEET ___ FOR DETAIL.

C-16 INSTALL POST AND CHAIN FENCE. REFER TO SHEET ___ FOR DETAIL.

C-17 INSTALL (1) PROMENADE I.D. SIGN AND (1) WATERFRONT PROMENADE PARK RULES SIGN ON EXISTING LIGHT POLE. CONTRACTOR SHALL OBTAIN PERMIT BALTIMORE CITY.

C-18 WIDEN BITUMINOUS WALK TO MEET WIDTH OF EXISTING WALKWAY. BEGIN WIDENING WALK 10' BEFORE EXISTING PAVING.

C-19 INSTALL _____ STONE BETWEEN HARBOR CHAIN LINK FENCE AND BITUMINOUS WALK. STONE SHALL BE 4" THICK.

C-20 INSTALL INLET AND (2) 6" PVC DRAIN PIPES. SEE STORM DRAIN STRUCTURE SCHEDULE FOR INVERT ELEVATIONS.

C-21 INSTALL (2) 6" PVC DRAIN PIPES. CONNECT INTO EXISTING 10" C.I.P.

C-22 INSTALL BRICK PROMENADE PAVING. REFER TO SHEET _ 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 PAVER RESTRAINT SHALL BE INSTALLED ALONG PERIMETER EDGE.

C-23 LIMB-UP EXISTING TREE TO PROVIDE 7' CLEARANCE.

C-24 PROPOSED LIGHT FIXTURES, POLES, BASES AND CONDUIT SHALL BE INSTALLED BY BGE. CONTRACTOR SHALL COORDINATE THIS INSTALLATION WITH OTHER ON-SITE WORK FOR THE PROPOSED PROMENADE."

C-25 REMOVE 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. SEE SHEET ___ FOR NEW PLANT LOCATIONS.

C-28 PAINT EXISTING FENCE. COLOR TO BE

C-29 INSTALL WOOD RAMP. REFER TO SHEET ___ 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 PAVING AND SIDEWALK. SLOPE NOT TO EXCEED 8%.

C-32 INSTALL HANDRAILS ALONG EXISTING BOARDWALK. REFER TO SHEET _ FOR DETAIL.

C-33 CONTRACTOR SHALL REPLACE 20 DAMAGED DECKING BOARDS TO BE DETERMINED BY ENGINEER AT PROJECT SITE.

C-34 CONTRACTOR SHALL POWER WASH AND SEAL DECK.

C-35 CONTRACTOR TO PAINT HARBOR PROMENADE DIRECTIONAL MARKER ON PAVEMENT. COLORS TO BE TEAL (PMS 320) AND BLACK. CONTRACTOR SHALL OBTAIN STENCILS FROM BALTIMORE CITY.

C-36 INSTALL 8' WIDE EWOOD STRUCTURES PREFABRICATED WOOD BRIDGE. PARK CUSTOM. LOW BRIDGE PROFILE MODEL OR PREFABRICATED WOOD BRIDGE EQUAL.

C-37 INSTALL " DIAMETER ALUMINUM HANDRAIL. COLOR OF HANDRAIL TO BE . SEE SHEET C- FOR DETAIL.

C-38 INSTALL 3' HIGH, BLACK VINYL COATED CHAIN LINK FENCE AT END OF EXISTING BRICK WALKWAY.

C-39 INSTALL CHAIN LINK FENCE AND GATE WITH NO LOCK.

C-40 INSTALL CURB. REFER TO SHEET _ FOR DETAIL.

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 DRILLED HOLE IN EXISTING WOOD BULKHEAD.

C-43 INSTALL 12" WIDE CONCRETE CURB WITH SLEEVES FOR CHAIN LINK FENCE AND GATE.

C-44 INSTALL CHAIN LINK FENCE AND 4' WIDE GATE. FENCE HEIGHT TO MATCH EXISTING FENCE ON FIRE DEPARTMENT PROPERTY.

C-45 CONTRACTOR TO PLACE LARGE ROCKS TO STABILIZE EMBANKMENT. SEE SHEET C- FOR DETAIL.

C-46 REMOVE EXISTING CHAIN LINK FENCE TO ALLOW FOR ACCESS TO RAMP. PROVIDE NEW ENDPOST TO SECURE REMAINING CHAIN LINK FENCE.

C-47 INSTALL EXPOSED AGGREGATE CONCRETE RAMP. PROVIDE A SMOOTH TRANSITION BETWEEN PAVING AND WALK. SLOPE NOT TO EXCEED 8%. COLOR AND TEXTURE TO MATCH EXISTING AGGREGATE.

C-48 INSTALL 3' WIDE VINYL-COATED CHAIN LINK FENCE GATE.

C-49 CONTRACTOR TO INSTALL (1) PROMENADE ID SIGN AND (1) PROMENADE PARK RULES SIGN ON EXISTING CHAIN LINK FENCE. CONTRACTOR SHALL OBTAIN SIGNAGE FROM BALTIMORE CITY.

SURVEY BOOK _____ RECORD PLATS _____

B.M. _____ ELEV. _____ DRAINAGE DISTRICT _____

RELEASED BY RIGHT OF WAY DIVISION _____

CITY OF BALTIMORE
DEPARTMENT OF PUBLIC WORKS
BUREAU OF TRANSPORTATION

AGREEMENT NO.

BALTIMORE MUSEUM OF INDUSTRY

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 CONCRETE PAVING, CURBS, ROPE FENCE, WOOD DECK, AND VEGETATION. INSTALL CURB, DRAIN PIPE, AND CR-6 SUBBASE SAME DAY OR STABILIZE DISTURBED AREA WITHIN 24 HOURS.
4. INSTALL WOOD POST WITH FOOTERS AND FINE GRADE AS NECESSARY.
5. COMPLETE WALKWAY PAVING AND INSTALL TOPSOIL.
6. INSTALL CHAIN LINK FENCE AND GATE AND PROMENADE SIGNAGE. FINISH POST AND CHAIN FENCE.
7. FINE GRADE ALL REMAINING AREAS AND STABILIZE AS SPECIFIED.

1902

Stabilization Schedule

AREA	S.F.	STABILIZATION		SEQUENCE
(A) WALKWAYS	292.95	TEMP.	TEMPORARY STONE	3
		PERM.	BITUMINOUS CONC. PAVEMENT	5
(B) LANDSCAPING	196.85	TEMP.	TEMPORARY SEEDING	3
		PERM.	GRASS	7

General Notes:

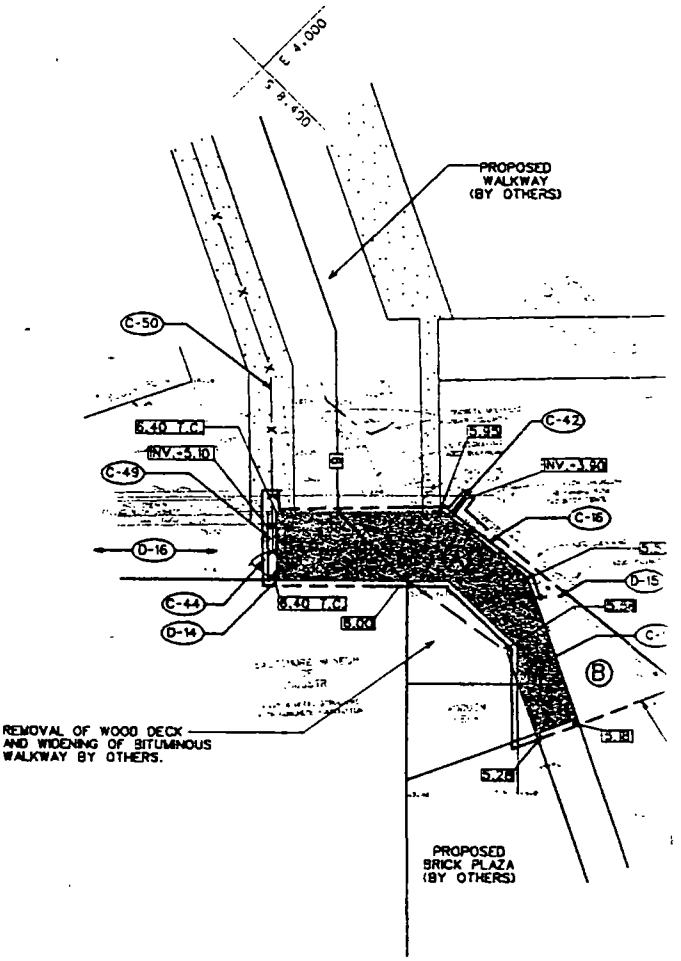
1. CONTRACTOR'S STAGING AREA WILL BE LOCATED OFF THE PROJECT SITE.
2. AREAS ADJACENT TO PROJECT SITE ARE UNDER SEPERATE CONTRACT. CONTRACTOR TO VERIFY ALL CONDITIONS / ELEVATIONS PRIOR TO STARTING ANY WORK.

Site Data

SITE AREA- 489.8 S.F.
TOTAL DISTURBED AREA- 489.8 S.F.
TOTAL IMPERVIOUS AREA - 292.95 S.F.
AREA TO BE VEGETATIVELY STABILIZED=196.85 S.F.
CUT/FILL: NO MAJOR EARTHWORK IS ANTICIPATED FOR THIS PROJECT. MINOR CUTS AND FILLS WILL BE REQUIRED FOR A NEW WALKWAY

NOTE: NO STOCKPILING OF EARTH WILL BE REQUIRED FOR THIS PROJECT.

ALL CUT/FILL QUATITIES 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.



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.
D-7 REMOVE CONCRETE PAVING AND EDGING.
D-8 CONTRACTOR SHALL REMOVE EXISTING METAL POLE.
D-9 CONTRACTOR SHALL 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 BLANK.
D-14 REMOVE EXISTING CONCRETE PAVING AND CURB.
D-15 REMOVE EXISTING POST AND ROPE FENCE.
D-16 CONTRACTOR TO REMOVE ALL VEGETATION BETWEEN FIRE HOUSE PROPERTY AND MUSEUM BUILDING.
D-17 REMOVE CONCRETE CURB AND BRICK EDGING TO THE LIMITS SHOWN ON THE PLAN.
D-18 REMOVE EXISTING ROPE ANCHORS, ANCHOR BOLTS AND 2' OF CONCRETE BASE.

Legend

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- LIMITS OF DISTURBANCE
- PROPOSED BITUMINOUS PAVING
- EXISTING MATERIAL TO BE REMOVED
- PROPOSED STORM DRAIN
- PROPOSED POST & CHAIN FENCE

DRAWN BY

STV INCORPORATED
21 GOVERNORS COURT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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:
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4. INSTALL WOOD POST WITH FOOTERS AND FINE GRADE AS NECESSARY.
5. COMPLETE WALKWAY PAVING AND INSTALL TOPSOIL.
6. INSTALL CHAIN LINK FENCE AND GATE AND PROMENADE SIGNAGE. FINISH POST AND CHAIN FENCE.
7. FINE GRADE ALL REMAINING AREAS AND STABILIZE AS SPECIFIED.

1902

Stabilization Schedule

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General Notes:

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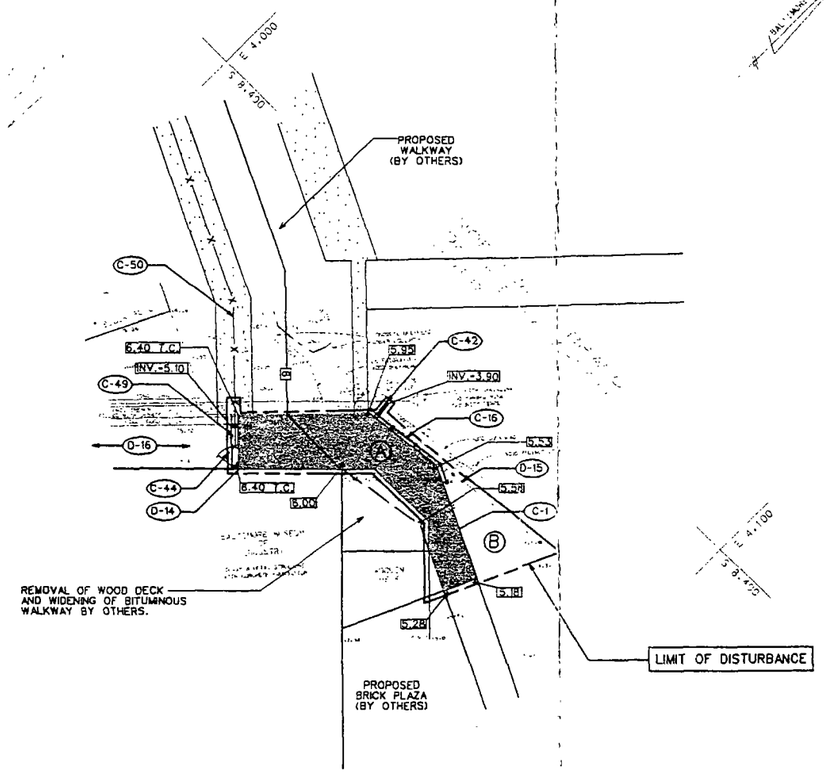

Demolition Notes:

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.

D-7 REMOVE CONCRETE PAVING AND EDGING.

D-8 CONTRACTOR SHALL REMOVE EXISTING METAL POLE.

D-9 CONTRACTOR SHALL 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 BLANK.

D-14 REMOVE EXISTING CONCRETE PAVING AND CURB.

D-15 REMOVE EXISTING POST AND ROPE FENCE.

D-16 CONTRACTOR TO REMOVE ALL VEGETATION BETWEEN FIRE HOUSE PROPERTY AND MUSEUM BUILDING.

D-17 REMOVE CONCRETE CURB AND BRICK EDGING TO THE LIMITS SHOWN ON THE PLAN.

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Legend

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- LIMITS OF DISTURBANCE
- PROPOSED BITUMINOUS PAVING
- EXISTING MATERIAL TO BE REMOVED
- PROPOSED STORM DRAIN
- PROPOSED POST & CHAIN FENCE

Construction Notes:

C-1 INSTALL BITUMINOUS PAVING. PROVIDE A SMOOTH TRANSITION BETWEEN PROPOSED AND EXISTING PAVING. REFER TO SHEET ___ FOR DETAIL.

C-2 INSTALL BOLLARDS 6' ON CENTER.

C-3 INSTALL REMOVABLE BOLLARD WITH PADLOCK.

C-4 INSTALL 3' HIGH, BLACK VINYL COATED CHAIN LINK FENCE.

C-5 INSTALL 4'X6' TREE PIT. INSTALL (1) GLEDITSEA TRIACANTHOS INERMIS HALKA'/ THORNLESS HALKA HONEYLOCUST, 2-1/2" CAL, B&B. REFER TO SHEET 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. CHAIN LINK FENCE SHALL MATCH EXISTING.

C-8 INSTALL CONCRETE PAVING. REFER TO SHEET __ FOR DETAIL. MATCH ELEVATION OF EXISTING CONCRETE PAVING. THE SCORING PATTERN OF THE NEW CONCRETE WALK SHALL MATCH SCORING PATTERN OF EXISTING CONCRETE WALKS. CONTRACTOR SHALL PROVIDE AN EXPANSION JOINT BETWEEN THE EXISTING AND PROPOSED CONCRETE WALKS.

C-9 PAINTSTRIPE 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.

C-12 INSTALL LIGHT BASE. REFER TO SHEET __ FOR DETAIL.

C-13 INSTALL (1) PROMENADE I.D. SIGN ON EXISTING BRICK WALL. CONTRACTOR SHALL OBTAIN SIGN FROM BALTIMORE CITY.

C-14 PAINTSTRIPE AS INDICATED ON PLAN FOR WALKWAY EDGE. USE TWO COATS OF _____ TRAFFIC PAINT. APPLIED PER MANUFACTURER'S SPECIFICATIONS.

C-15 INSTALL CONCRETE EDGING. SEE SHEET ___ FOR DETAIL.

C-16 INSTALL POST AND CHAIN FENCE. REFER TO SHEET ___ FOR DETAIL.

C-17 INSTALL (1) PROMENADE I.D. SIGN AND (1) WATERFRONT PROMENADE PARK RULES SIGN ON EXISTING LIGHT POLE. CONTRACTOR SHALL OBTAIN PERMIT BALTIMORE CITY.

C-18 WIDEN BITUMINOUS WALK TO MEET WIDTH OF EXISTING WALKWAY. BEGIN WIDENING WALK 10' BEFORE EXISTING PAVING.

C-19 INSTALL _____ STONE BETWEEN HARBOR CHAIN LINK FENCE AND BITUMINOUS WALK. STONE SHALL BE 4" THICK.

C-20 INSTALL INLET AND (2) 6" PVC DRAIN PIPES. SEE STORM DRAIN STRUCTURE SCHEDULE FOR INVERT ELEVATIONS.

C-21 INSTALL (2) 6" PVC DRAIN PIPES. CONNECT INTO EXISTING 10" C.I.P.

C-22 INSTALL BRICK PROMENADE PAVING. REFER TO SHEET __ 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 PAVER RESTRAINT SHALL BE INSTALLED ALONG PERIMETER EDGE.

C-23 LIMB-UP EXISTING TREE TO PROVIDE 7' CLEARANCE.

C-24 PROPOSED LIGHT FIXTURES, POLES, BASES AND CONDUIT SHALL BE INSTALLED BY BGE. CONTRACTOR SHALL COORDINATE THIS INSTALLATION WITH OTHER ON-SITE WORK FOR THE PROPOSED PROMENADE.

C-25 REMOVE 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. SEE SHEET ___ FOR NEW PLANT LOCATIONS.

C-28 PAINT EXISTING FENCE. COLOR TO BE

C-29 INSTALL WOOD RAMP. REFER TO SHEET ___ 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 PAVING AND SIDEWALK. SLOPE NOT TO EXCEED 8%.

C-32 INSTALL HANDRAILS ALONG EXISTING BOARDWALK. REFER TO SHEET __ FOR DETAIL.

C-33 CONTRACTOR SHALL REPLACE 20 DAMAGED DECKING BOARDS TO BE DETERMINED BY ENGINEER AT PROJECT SITE.

C-34 CONTRACTOR SHALL POWER WASH AND SEAL DECK.

C-35 CONTRACTOR TO PAINT HARBOR PROMENADE DIRECTIONAL MARKER ON PAVEMENT. COLORS TO BE TEAL (PMS 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 PREFABRICATED WOOL BRIDGE EQUAL.

C-37 INSTALL ' DIAMETER ALUMINIUM HANDRAIL. COLOR OF HANDRAIL TO BE . SEE SHEET C- FOR DETAIL.

C-38 INSTALL 3' HIGH, BLACK VINYL COATED CHAIN LINK FENCE AT END OF EXISTING BRICK WALKWAY.

C-39 INSTALL CHAIN LINK FENCE AND GATE WITH NO LOCK.

C-40 INSTALL CURB. REFER TO SHEET __ FOR DETAIL.

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 DRILLED HOLE IN EXISTING WOOD BULKHEAD.

C-43 INSTALL 12" WIDE CONCRETE CURB WITH SLEEVES FOR CHAIN LINK FENCE AND GATE.

C-44 INSTALL CHAIN LINK FENCE AND 4' WIDE GATE. FENCE HEIGHT TO MATCH EXISTING FENCE ON FIRE DEPARTMENT PROPERTY.

C-45 CONTRACTOR TO PLACE LARGE ROCKS TO STABILIZE EMBANKMENT. SEE SHEET C- FOR DETAIL.

C-46 REMOVE EXISTING CHAIN LINK FENCE TO ALLOW FOR ACCESS TO RAMP. PROVIDE NEW ENDPOST TO SECURE REMAINING CHAIN LINK FENCE.

C-47 INSTALL EXPOSED AGGREGATE CONCRETE RAMP. PROVIDE A SMOOTH TRANSITION BETWEEN PAVING AND WALK. SLOPE NOT TO EXCEED 8%. COLOR AND TEXTURE TO MATCH EXISTING AGGREGATE.

C-48 INSTALL 3' WIDE VINYL-COATED CHAIN LINK FENCE GATE.

C-49 CONTRACTOR TO INSTALL (1) PROMENADE ID SIGN AND (1) PROMENADE PARK RULES SIGN ON EXISTING CHAIN LINK FENCE. CONTRACTOR SHALL OBTAIN SIGNAGE FROM BALTIMORE CITY.

SURVEY BOOK _____ RECORD PLATS _____

B.M. _____ ELEV _____ DRAINAGE DISTRICT _____

RELEASED BY RIGHT OF WAY DIVISION _____

CITY OF BALTIMORE
DEPARTMENT OF PUBLIC WORKS
BUREAU OF TRANSPORTATION

AGREEMENT NO.

BALTIMORE MUSEUM OF INDUSTRY

SCALE: 1"=10' DATE: 7/7/95

DRAWN BY
EXAMINED BY

STV INCORPORATED
21 GOVERNORS COURT
BALTIMORE, MARYLAND 21244
(410) 944-0192

UTILITY ENGINEERING DIVISION SHEET 2 OF 10

Mail To:
Hayes Brown
Rm. 144 City Hall
Balto. MD 21202

99 FEB -2 AM 9:29

CIRCUIT COURT FOR
BALTIMORE CITY

RECORDING
EDUCATION
TOTAL

036

3

1902

DEED OF EASEMENT AND CONDITIONAL SECURITY AGREEMENT

THIS DEED OF EASEMENT AND CONDITIONAL SECURITY AGREEMENT, made as of this _____ day of NOV 15 1995, 199 __, by and between THE BALTIMORE MUSEUM OF INDUSTRY, INC. ("BMI" or the "Grantor"), and the MARYLAND HISTORICAL TRUST, an instrumentality of the State of Maryland ("MHT" or the "Grantee").

RECITALS

WHEREAS, Grantee is a body corporate and instrumentality of the State of Maryland created for the purpose generally of preserving and maintaining historic, aesthetic and cultural properties, all as is more particularly provided for by law; and

WHEREAS, the real property located at 1425 Key Highway in Baltimore City and as hereinafter described (the "Property") has substantial historic, aesthetic and cultural character and this Deed of Easement and Conditional Security Agreement (this "Agreement") will promote the preservation and maintenance of the Property and its historic, cultural, scenic and aesthetic character; and

WHEREAS, the real property located at 1415 Key Highway in Baltimore City and as hereinafter described (the "1415 Property") contains a portion, and access to, the Harborwalk promenade that must remain open to the public; and

WHEREAS, Grantor leases the 1415 Property from the Mayor and City Council of Baltimore (the "City") pursuant to a ground and building lease dated as of November 19, 1985 between the City and the Grantor (the "Lease"); and

WHEREAS, the City owns the 1415 Property subject to the terms of a Conditional Purchase Agreement between Platt and Company, Incorporated ("Platt"), as seller, and the City, as purchaser, dated as of November 19, 1985 and recorded among the Land Records of Baltimore City at Liber SEB No. 0710, folio 074; and

WHEREAS, Grantee is possessed with the power and duty to accept, hold and administer this Agreement; and

WHEREAS, Grantee has determined that the easement contained within this Agreement is for conservation purposes and to maintain public access to the Property; and

WHEREAS, in consideration of payment to the Grantor in the sum of SIX HUNDRED FIFTY THOUSAND DOLLARS ($650,000.00), from the Maryland Department of Transportation, acting through the State Highway Administration ("SHA"), with federal funds appropriated under the Intermodal Surface Transportation Efficiency Act of 1991 ("ISTEA), Title 23, U.S.C. §§101(a) and 133 (the "ISTEA Enhancement Program Award"), Grantor grants to the Grantee this Deed of Easement on the Property in accordance with the terms and conditions set forth below; and

WHEREAS, in accordance with Chapter 152 of the Laws of Maryland 1994 (the "Act") and the terms and conditions of a letter of approval by the Board of Public Works ("BPW") to the Grantor dated June 27, 1994, and further pursuant to a Capital Preservation Grant Application submitted by the Grantor, BPW has approved a grant in the amount of SIX HUNDRED THOUSAND DOLLARS ($600,000) (the "BPW Grant"), to be made to the Grantor for the purpose of financing, in part, the design and construction of a museum park, parking lot, harborwalk terminus, and renovations of buildings at 1415 and 1425 Key Highway in Baltimore City; and

WHEREAS, the Act requires as a condition precedent to the making of the BPW Grant that the Grantor shall submit evidence satisfactory to BPW of matching funds at least equal to the amount of the BPW Grant; and

WHEREAS, the Act requires that the Grantor convey a perpetual preservation easement in form and substance acceptable to the Grantee and this Agreement meets the requirements of the Act; and

WHEREAS, the Grantor previously granted a Deed of Easement and Agreement to Grantee on August 13, 1991, filed in the Land Records of Baltimore City at Liber 2936, Page 540 covering the 1415 Property (the "1415 Easement").

NOW, THEREFORE, in consideration of the ISTEA Enhancement Program Award and the foregoing recitals, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. If there is no prior lien on the Property, the Easement (as hereinafter defined) shall be an encumbrance prior to any subsequent lien on the Property. If there are any prior liens on the Property, the Grantor hereby agrees:

(A) That upon any destruction of the encumbrance of the Easement by the foreclosure of a prior lien, Grantor shall reimburse to the BPW the amount of the BPW Grant or that portion which has been disbursed to Grantor and to the U.S. Department of

Transportation, Federal Highway Administration, the amount of the ISTEA Enhancement Program Award or that portion which has been disbursed to Grantor; and

(B) That the Easement shall constitute a lien on the Property in an amount not to exceed the ISTEA Enhancement Program Award and the BPW Grant, which shall be enforceable if foreclosure proceedings are ever instituted against the Property by the holder of a lien created prior to the date of this Agreement, but only to the extent that proceeds are available after payment of all expenses incident to such proceedings and the claim of said lienholder.

2. The Grantor shall reimburse to the BPW the amount of the BPW Grant or that portion which has been disbursed by BPW and the U.S. Department of Transportation, Federal Highway Administration, the amount of the ISTEA Enhancement Program Award or that portion which has been disbursed to Grantor if the Easement is determined by court finding or otherwise not to be legally enforceable by Grantee for any reason.

3. Grantor hereby grants and conveys to Grantee with Special Warranty of Title an easement (the "Easement") in:

(A) All of that certain lot or parcel of land known as 1425 Key Highway, together with all of the improvements thereon, and appurtenances, rights and interests thereunto belonging, which is situate, lying and being in Baltimore City, State of Maryland, and which is more particularly set forth in Exhibit B-1, attached hereto and incorporated herein; and

(B) For purposes of Section 5(B)(iii), all of that portion of that certain lot or parcel of land known as 1415 Key Highway which is part of the Harborwalk promenade, together with all of the improvements thereon, and appurtenances, rights and interests thereunto belonging, which is situate, lying and being in Baltimore City, State of Maryland, and which is more particularly set forth in Exhibit B-2 and B-3, attached hereto and incorporated herein.

4. (A) Exhibit A consists of 16 pages and includes as page 1 a schedule (which is recorded with this Agreement) describing the documents, photographs of selected portions of the Property, and other things that are not recorded herewith but are nonetheless as fully and completely incorporated by reference into this Agreement as though recorded herewith.

(B) Exhibit C consists of 13 pages and includes Grantee's Application for ISTEA Enhancement Program Award and

Prospectus/Conceptual Plan, which are not recorded herewith but are nonetheless as fully and completely incorporated by reference into this Agreement as though recorded herewith.

5. The terms of the Easement are as follows:

(A) Duration and Nature of the Easement. The Easement shall be perpetual in duration. The parties agree that it is and shall be considered an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal property interest in the Property enforceable by Grantee and its successors, transferees and assigns with respect to the Property and against Grantor and Grantor's successors, transferees and assigns, all of whom are collectively referred to herein as "Grantee" and "Grantor", respectively. The Easement is subject to any and all presently existing valid encumbrances, easements and rights-of-way upon the Property. Provided, however, that notwithstanding anything in this Easement to the contrary, the portion of the Easement concerning the 1415 Property shall be continuous for the duration of Grantor's interest as tenant under the Lease, as the same may be extended, and any future leases for the 1415 Property between the Grantor and the City. In addition, this Easement shall be subject to the terms of the Lease, as the same may be extended, and any futures leases for the 1415 Property between the Grantor and the City, provided that MHT must consent to any amendment or modification to the Lease, or any term in a future lease, which would materially conflict with the public access and historic conservation purposes of this Easement.

(B) Public Access.

(i) Grantor shall make the three-story, brick building located on the Property open to the public on a minimum of 5 days per year from 10 a.m. to 4 p.m., and at other times by appointment as may be determined by Grantor.

(ii) Subject to subparagraph (iv), the Property, excluding the building located on the Property, (the "Park") shall be open to the public at all times unless prior permission is given to Grantor by Grantee to close the Park to the public and use it for private purposes. The Park will be closed to the public on no more than three (3) days every calendar year. The Harborwalk promenade shall remain open at all times. At no time shall Grantor deny the public access to the Harborwalk promenade. Grantor shall comply with all Federal and State laws prohibiting discrimination on the grounds of race, color, creed, national origin, sex, familial status, marital status, age, or physical or mental handicap, including, but not limited to, the Civil Rights Act of 1964, in its private use of the Park. No fee, including,

but not limited to, parking or leasing fees, shall be charged to the public for usage of the Park, but excluding any fees charged for the use of the pavilion during the time specified in subparagraph (iv)(a). Any and all revenue generated by Grantor by its private use of the Property or any portion of it shall be used solely for the purposes of retiring debt for public improvements on the Property, operations or maintenance of public improvements associated with the Park, and other public improvements consistent with the Park.

(iii) The portion of the 1415 Property which is part of the Harborwalk promenade, as described in Exhibit B-3, shall be open to the public at all times. At no time shall the Grantor deny the public access to the Harborwalk promenade.

(iv) Notwithstanding any other provision in this Agreement, the Grantor may:

(a) Close the pavilion, as described in Exhibit B-3, to the public at any time between the hours of 6:00 p.m. and 6:00 a.m.; and

(b) Take reasonable security measures to protect the Property and the 1415 Property from damage or deterioration, including prohibiting excessive loitering.

(C) Maintenance and Administration. Grantor shall keep and maintain the Property, including the Exterior and Interior (as hereinafter defined) of the improvements thereon, in good, clean and safe condition. Grantor shall maintain, repair and administer the Property and the Exterior and Interior of the improvements thereon in a manner to preserve the historic, aesthetic and cultural character and appearance of the Property and the improvements thereon as shown and described in Exhibit A. The maintenance, repair and administration of the Property and the Exterior and Interior of the improvements thereon shall further conform to the requirements of Paragraph D below. This covenant does not require reconstruction of any improvements which are destroyed in whole or in part by casualty loss unless insurance proceeds are available for such purposes.

(D) Changes and Alterations.

(i) Except as provided in paragraph 5(D)(iv) below, without the express written consent of the Director of the Maryland Historical Trust (the "Director"), Grantor shall not cause, permit or suffer any construction which would alter or change the Property or the Exterior or Interior of any improvements thereon as described and depicted in Exhibit A, provided, however,

that if damage has resulted to said Exterior or Interior from casualty loss, deterioration or wear and tear, then the maintenance, reconstruction, repair, repainting or refinishing to correct the damage shall be permitted without such written permission of the Director, provided that such maintenance, reconstruction, repair, repainting or refinishing is performed in a manner that will not substantially alter the appearance of such improvements upon conclusion of the restoration of the Property.

(ii) The terms Exterior and Interior means the exterior and interior surfaces of an improvement on the Property including the architectural style, the general design and arrangement, the color, the kind and texture of the building materials and the type and style of all windows, doors, light fixtures, signs and other similar exterior and interior features. The term construction shall include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair of any structure or works.

(iii) Except as approved by the Director of the Maryland Historical Trust or as provided in paragraph 5(D)(iv) below, no building, structure, or improvement may be constructed or erected on the Property other than those buildings, structures, or improvements which are as of the date of this Agreement located on the Property, as described and depicted in Exhibit A.

(iv) Permissible Construction Activities and Positive Work Requirements

In compliance with the MHT correspondence of April 15, 1994 to SHA, Grantor agrees to complete the following work no later than December 31, 1996, unless further extended by written agreement of the Director of the Maryland Historical Trust:

a) Grantor shall undertake and complete by December 31, 1996, certain construction activities, as generally described in Exhibit C for the design and construction of a museum park, parking lot, harborwalk terminus, brick kiln, foundry, artificial water course, elevator tower attached to the building located on 1425 Key Highway, a pavilion, renovations of buildings at 1415 and 1425 Key Highway, and design and construction of the Harborwalk promenade and terminus located on the Property and the 1415 Property; provided that the final plans and specifications for all work on the Property and the 1415 Property must be approved in writing, in advance, by the Maryland Historical Trust. Grantor shall insure that all construction documents, including architectural documents and changes and change orders, have received the prior written approval of the Director, and that such

construction is undertaken in accordance with the U. S. Secretary of the Interior's Standards for Rehabilitation, as amended. The U. S. Secretary of the Interior's Standards for Rehabilitation are incorporated herein by reference and a copy of the current Standards is available at the office of the Grantee.

b) Grantor will implement a program for the identification and evaluation of submerged historic properties within the project area. The program will be developed in consultation with SHA and MHT and approved by SHA/MHT prior to initiation. The program will include, at a minimum: 1) field survey and testing, with associated background research, to locate and identify all submerged historic properties in the project's area of potential effects; 2) an evaluation and determination of eligibility for the National Register in accordance with 36 CFR Part 60.6 for all properties located through the identification process; and 3) associated laboratory processing, analyses, and report preparation. The results of the identification and evaluation program will be documented in report form and submitted to SHA/MHT for review and approval.

c) If the identification and evaluation efforts result in the identification of historic properties eligible for inclusion in the National Register, Grantor will develop and implement a plan for their avoidance, protection, recovery, or destruction without recovery, in consultation with SHA/MHT. Grantor will submit the plan to SHA/MHT for review and approval prior to implementation. The plan will provide for the following treatment measures, as appropriate: 1) in-place preservation of historic properties where practical and feasible; and 2) recovery of data from those historic properties which cannot feasibly be preserved in place, along with appropriate analysis, research, and report preparation. All proposed data recovery will include a research design outlining important research questions to be addressed by the data recovery, along with a description and justification of methods and techniques to be employed.

d) Grantor will ensure that all identification, evaluation, and treatment efforts performed pursuant to these conditions will be conducted with reference to and consistent with the principles and standards contained in: 1) <u>Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation</u> (1983) (44 FR 44716 - 44742); 2) <u>Guidelines for Archeological Investigations in Maryland</u> (McNamara, 1981); 3) <u>Interim Minimum Standards for Collections to be Curated by MHT</u> (1991); and 4) <u>Treatment of Archeological Properties</u> (Advisory Council on Historic Preservation, 1980). All archeological work will be conducted under the direct supervision

of qualified individual(s) who meet, at a minimum, the appropriate qualifications set out in the Secretary of the Interior's Professional Qualifications (44 FR 44738-44739).

e) Material remains and associated records (including field and research notes, maps, drawings and photographic documentation) collected or prepared as part of this project will be curated in a suitable repository or repositories approved by SHA/MHT.

f) A draft of all final reports will be prepared and submitted to SHA/MHT for review and approval. Comments of SHA/MHT will be addressed in all final reports. Two copies of all final reports and any other publications resulting from the archeological investigations will be furnished to MHT. In addition, Grantor will distribute additional copies of the final report(s) to SHA, local libraries, and educational institutions, as appropriate.

g) In consultation with SHA/MHT, Grantor will implement a program of public interpretation/education of the results of the historic preservation efforts. The program may include an open house, exhibits, a public oriented publication, or other interpretive mechanisms.

(E) Archeological Resources.

(i) For purposes of protecting potential archeological resources, without the express written consent of the Director, Grantor shall not cause, permit or suffer any grading, excavation, plowing over 12 inches in depth, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground. Prior to granting such consent, the Director may require the Grantor to perform a survey in order to identify and determine the significance of archeological deposits. If subsequently deemed necessary by the Director, the Grantor shall conduct data recovery, excavation, curation, documentation and reporting of the affected deposits, all in a form and substance satisfactory to the Director.

(ii) No field investigation, archeological exploration, artifact collection or recovery operation may be conducted on the Property without the prior written approval of the Grantee. Any such field investigations, explorations, or recovery operations conducted pursuant to such approval shall be carried out in consultation with the Grantee and in a manner to ensure that the maximum amount of historic, scientific, archeological, and educational information may be recovered and preserved in addition to the physical recovery of objects. Any such investigations shall

be conducted under the immediate supervision of a qualified professional archeologist with training or experience that is acceptable to the Grantee and shall conform to the standards for archeological work established by the Maryland Historical Trust.

(iii) Grantor shall notify Grantee if Grantor proposes to recover or permit recovery of artifacts from the Property, and shall give Grantee reasonable opportunity to assess the historic, archaeological, or cultural value of the artifacts. Grantor agrees to consider any options proposed by Grantee for preservation of the artifacts, including transfer of title to Grantee by deed of gift with written consent from all persons who hold any interest on the artifacts. Grantee must approve, in writing, any preservation plan proposed by Grantor before it is implemented. Any deed of gift may provide that upon mutual written agreement, some or all of the artifacts shall remain in the possession of the Grantor for purposes of research, conservation, or display. Should the Grantor in possession of such artifacts cease to exist, or become, for any reason, unwilling to remain in possession of such artifacts, or should the Grantee, in the Grantee's sole discretion, determine that the Grantor is using such artifacts for purposes other than research, conservation, and display, then the right to possession shall become vested in the Grantee without further action by Grantor, and the Grantor shall immediately surrender control over all such artifacts and cause such artifacts to be placed in Grantee's possession.

(F) Submerged Historic Properties. The Grantor shall develop and implement a plan for the appropriate treatment of significant submerged historic properties, including the Governor Robert M. McLane, located on the Property, in consultation with the Grantee and in accordance with paragraph E above and with the recommended approaches set forth in the Secretary of the Interior's Standards for the Treatment of Historic Properties (rev., 1992). The treatment plan shall provide for the following measures, as appropriate: avoidance, stabilization, in-place preservation, protection, recovery or partial recovery, or destruction without recovery of the significant submerged historic properties. The plan shall incorporate the in-place preservation of the Governor Robert M. McLane to the maximum extent practical and feasible. The Grantor shall submit the plan to the Grantee for review and written approval prior to implementation. The Grantor shall ensure that the submerged historic properties scheduled for treatment in accordance with the plan are protected against damage until the applicable treatment measures are implemented.

(G) Inspection. Grantee and its designees, including but not limited to, authorized representatives of the Maryland Department of Transportation , shall have the right to

enter the Property on reasonable notice to Grantor for the purpose of inspecting the Property to determine whether there is compliance by the Grantor with the terms of this Agreement. No notice shall be required in case of emergencies.

(H) Breach by Grantor. Upon any breach of the terms of this Agreement by Grantor, Grantee may, after reasonable notice to Grantor, exercise any or all of the following remedies:

(i) Institute suit(s) to enjoin any breach or enforce any covenant by *ex parte*, temporary, and/or permanent injunction;

(ii) Demand that the Property be restored promptly to the condition required by this Agreement; and

(iii) Enter upon the Property, correct any breach, and hold Grantor responsible for the resulting cost; and

(iv) Demand repayment of the ISTEA Enhancement Program Award to the Federal Highway Administration, U. S. Department of Transportation, which shall become immediately due and payable upon demand.

Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If Grantor is found to have breached any of Grantor's obligations under this Agreement, Grantor shall reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorneys fees.

In the event that Grantor exercises its remedy under subsection (H)(iv) above and Grantee repays the ISTEA Enhancement Program Award, the provisions of the third Recital and, with respect to the properties described in Section 3, Sections 5(B)(ii), 5(B)(iii), and 5(B)(iv) shall be released and be of no further force or effect.

(I) Indemnification. Grantor and its successors and assigns agree to indemnify, defend, reimburse and hold harmless Grantee, the Department of Housing and Community Development, the Maryland Department of Transportation, the Federal Highway Administration, the U.S. Department of Transportation, the State of Maryland, and their respective successors and assigns, any of their trustees, officers, employees, contractors, and agents, from and against any expenses, liabilities, obligations, losses, or claims for costs, damages and/or injunctive relief, whether related to persons or property (including reasonable attorneys' and/or consultants' fees), arising from, relating to, or resulting from

ownership of, use of, or any condition on the Property, including any costs or expenses incurred in complying with applicable laws and regulations, unless due solely to the gross negligence of Grantee.

(J) Waiver. No waiver of any term or condition of this Agreement shall have any force or effect unless it be in writing and approved by the parties hereto. No failure on the part of Grantee to enforce any covenant or provision herein nor the waiver of any right thereunder by Grantee shall discharge or invalidate such covenant or provision of any other covenant, condition, or provision hereof, or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

(K) Consent, Disapproval and Appeal. In any event where the terms of this Agreement require the consent of the Director, such consent shall be requested by notice to the Director and shall be deemed to have been given within forty-five (45) days after receipt of notice by the Director unless the Director gives notice to the Grantor of specific reason for disapproval. Any consent required to be given by the Director under this Agreement shall not be unreasonably withheld. In any event where the Director gives such notice of disapproval, Grantor may appeal the disapproval to the Board of Trustees of the Maryland Historical Trust for review by it or by such person or agency as may be designated by it to make such review. Appeal shall be made by notice to the Director given within forty-five (45) days of receipt of notice of disapproval from the Director.

(L) Notice. Any notice required to be given by this Agreement shall be in writing and may be given by certified or registered mail, with postage prepaid and return receipt requested, if to the Grantor, addressed to the Grantor as follows:

Executive Director
Baltimore Museum of Industry, Inc.
1415 Key Highway
Baltimore, Maryland 21230

or to the Grantor at such other address as the Grantor may from time to time designate by notice to the Director, or, if to the Grantee or the Director, addressed to the Grantee or Director as follows:

Director
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032-2023

or to the Grantee or the Director at such other address as the Director may from time to time designate by notice to the Grantor. Any notice given in the foregoing manner shall be deemed to have been given upon receipt thereof, which shall be presumed to be two (2) days after the day notice has been deposited with the United States Post Office.

(M) Construction. The Easement is for the purpose of promoting and shall be construed to promote the purposes of the statutes creating and governing Grantee and of Section 2-118 of the Real Property Article of the Annotated Code of Maryland and to preserve the historic, cultural, scenic and aesthetic character of the Property. In addition, the Easement is for the purpose of creating a terminus for the Harborwalk and providing public access to the Park.

(N) Subsequent Conveyance. Grantor agrees that the restrictions of the Easement will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which the Grantor's fee simple title to the Property or any other possessory interest in the Property, or any part thereof, is divested or conveyed.

(O) Transfer of Ownership. The Grantor agrees for itself, its successors, transferees and assigns, to notify the Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is being transferred before or within forty-five (45) days of the time the transfer is consummated.

(P) Conservation Purposes. Grantee agrees that it will hold this Agreement for the purposes specified herein, i.e., that it will not transfer this Agreement whether or not for consideration. However, subject to the provisions of any applicable federal law, Grantee may assign or transfer its interest in this Agreement to a governmental unit or organization which qualifies at the time of the transfer as an eligible donee of this Agreement under any pertinent provisions of federal law.

(Q) Modification of 1415 Easement. In consideration of the funds to be received under the Act and this Agreement, the Grantor agrees to modify the 1415 Easement upon the request of the Grantee.

(R) Government Approvals. Before beginning any construction or rehabilitation of, or changes or alterations to, the Property or the 1415 Property which require MHT's approval, whether contemplated by this Agreement or proposed in the future, the Grantee shall obtain all required government approvals, including any approvals required by the terms of the Lease.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

WITNESS/ATTEST:

GRANTOR: BALTIMORE MUSEUM OF INDUSTRY, INC.

By: _____ (SEAL)
Name: _____
Title: Chairman of the Board

WITNESS:

ACCEPTED BY THE MARYLAND HISTORICAL TRUST

By: _____ (SEAL)
J. Rodney Little, Director

Approved as to form and legal sufficiency this 17th day of November, 1995.

Assistant Attorney General

The City and Platt hereby consent to the placement of the Easement contained in this Agreement upon the Grantor's interest in the 1415 Property, but neither the City nor Platt shall be responsible for the performance of any of the obligations of Grantor under this Easement, nor shall the interests of the City or Platt be in anyway affected or encumbered hereby.

WITNESS/ATTEST:

Custodian of the City Seal

G. Louise Green
Alternate Custodian of the City Seal

MAYOR AND CITY COUNCIL OF BALTIMORE

By: _____ (SEAL)
Name: Daniel P. Henson, III
Title: Commissioner, Department of Housing and Community Development

Approved by the Board of Estimates
NOV 1 5 1995

By: _____ (SEAL)
Name: SHIRLEY A. WILLIAMS
Title: Clerk

Approved as to form and legal sufficiency this 9 day of Nov, 1995.

Assistant City Solicitor

WITNESS/ATTEST:

PLATT AND COMPANY, INCORPORATED

By: _____ (SEAL)
Name: James H. Carey
Title: Exec. Vice President

STATE OF MARYLAND, Baltimore **CITY/~~COUNTY~~,** to wit:

I HEREBY CERTIFY, that on this 13th day of November, in the year 1995, before the subscriber, personally appeared Daniel P. Henson, III, who acknowledged that he executed the foregoing instrument for the purposes therein contained as the duly authorized representative of the Mayor and City Council of Baltimore.

CLINTON D. CARR NOTARY PUBLIC BALTIMORE CITY, MD.

Clinton D. Carr
Notary Public

My Commission Expires: 1/19/98

STATE OF MARYLAND, Anne Arundel **~~CITY~~/COUNTY,** to wit:

I HEREBY CERTIFY, that on this 8th day of November, in the year 1995, before the subscriber, personally appeared E. Ray Lichty, who acknowledged that ~~(s)~~he executed the foregoing instrument for the purposes therein contained as the duly authorized Chairman of the Board of the BALTIMORE MUSEUM OF INDUSTRY, INC.

Margaret Harwood Drake
Notary Public

My Commission Expires: April 25, 1998

STATE OF MARYLAND, Baltimore **~~CITY~~/COUNTY,** to wit:

I HEREBY CERTIFY, that on this 9th day of November, in the year 1995, before the subscriber, personally appeared James J. Casey, who acknowledged that (s)he executed the foregoing instrument for the purposes therein contained as the duly authorized Executive Vice Pres. of PLATT AND COMPANY, INCORPORATED.

Mary Carol Mel
Notary Public

My Commission Expires: 2/1/98

STATE OF MARYLAND, Anne Arundel **CITY/COUNTY,** to wit:

I HEREBY CERTIFY, that on this 17th day of November, in the year 1995, before the subscriber, personally appeared J. Rodney Little, and acknowledged that he executed the foregoing instrument for the purposes therein contained as the fully authorized Director of the Maryland Historical Trust.

Janet M. Gowing
Notary Public

My Commission Expires: December 2, 1996

JANET M. GOWING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

CERTIFICATION

The undersigned hereby certifies that this instrument has been prepared by or under the supervision of W. David Rawle and that I am an attorney admitted to practice before the Court of Appeals of Maryland.

W. David Rawle (SEAL)

EXHIBIT A

SCHEDULE

Page 1 of 16	Schedule
Page 2 of 16	Site Plan
Page 3 of 16	Front (Key Highway) side of Hercules building
Page 4 of 16	Close-up of front entrance
Page 5 of 16	Rear (water side) of old Hercules building
Page 6 of 16	North end of Hercules building
Page 7 of 16	South end of Hercules building
Page 8 of 16	View looking east from building, proposed parking lot
Page 9 of 16	Hercules sign
Page 10 of 16	Interior stairs, first floor
Page 11 of 16	Hallway, second floor
Page 12 of 16	Interior view, second floor
Page 13 of 16	Interior, gable end, third floor
Page 14 of 16	Interior of dormer, third floor
Page 15 of 16	Contact sheet of photographs of the property
Page 16 of 16	Identification of Contact Sheet

EXHIBIT B-1
PROPERTY DESCRIPTION
1425-1435 KEY HIGHWAY

BEGINNING for the same on the northeast side of Key Highway (formerly Clement Street) where it is intersected by the first line of the land described in the lease from the Mayor and City Council of Baltimore City to Landy B. Platt & Co. dated July 21, 1865 and recorded in Liber A.M. No. 283 Folio 183 &c., being at the distance of four hundred and seventy four feet, one and three-fourths inches southeasterly from the corner formed by the intersection of the northeast side of Key Highway with the southeast side of Webster Street; and running thence binding on said first line north forty-four degrees and forty-one minutes east, three hundred and fifty-five and four inches, to the Port Wardens Line of 1834 and to the point marked G on plat attached to the deed from the Mayor and City Council of Baltimore City to Trustees of the Sheppard Asylum dated June 20, 1878 and recorded in Liber F.A.P. No. 815 Folio 5 &c., thence binding reversely on the last line of the land described in said deed and continuing the same direction north twenty-four degrees and sixteen minutes east three hundred and ninety-seven feet and five inches to the Pierhead Line of 1900, thence binding on said Pierhead Line south sixty-six degrees and three minutes east one hundred thirty-five feet, to intersect a line drawn north twenty-four degrees and sixteen minutes east in extension of the division line between Lot. No. 3 and No. 4 of the Confiscated British Property, thence reversing said line so drawn south twenty-four degrees and sixteen minutes west seven hundred and thirty-one feet and two inches to the northeast side of Key Highway, and thence binding on the northeast side of Key Highway north sixty-five degrees and forty-four minutes west two hundred and fifty-eight feet, eleven and one-fourth inches to the place of beginning. The courses in the above description are referred to the True Meridian. Said property being known as Nos. 1425-1435 (formerly 814) Key Highway.

BEING the same tract of land described in Deed dated June 25, 1993 and recorded among the Land Records of Baltimore City in Liber SEB No. 3755, folio 180 which was granted and conveyed by Mark C of Monroe, Incorporated to Baltimore Museum of Industry, Inc.

EXHIBIT B-2
PROPERTY DESCRIPTION
1415 KEY HIGHWAY

BEGINNING FOR THE SAME at a point on the northeast side of Harvey Street, at the distance of 9 feet 3 inches southeasterly from the corner formed by the intersection of the northeast side of Harvey Street and the northwest side of Boyle Street, being on the outline of the City property, and running thence and bounding on said outline, north 47-3/4 degrees east 848 feet, more or less, to the Port Wardens line, thence bounding on the Port Wardens line, north 62-1/4 degrees west 200 feet, thence south 47-3/4 degrees west, parallel to the first line above given, 848 feet, more or less, to a point on the line of the northeast side of Harvey Street, distant 200 feet northwesterly from the beginning, and thence bounding on the northeast side of Harvey Street, south 62-1/4 degrees east 200 feet to the place of beginning.

BEING the same lot of ground which by Lease dated July 21, 1865 and recorded among the Land Records of Baltimore City, Maryland in Liber A.M. No. 283, folio 183, was leased by Mayor and City Council of Baltimore to Landy B. Platt et al., Co-partners trading under the name of Platt & Co., for the term of ninety-nine years, beginning on July 21, 1865.

SAVING AND EXCEPTING therefrom the following portions thereof:

(1) All that lot of ground which by Deed dated June 20, 1878 and recored among the Land Records of Baltimore City, Maryland in Liber F.A.P. No. 815 folio 5, was granted and conveyed by Mayor and City Council of Baltimore, et al. to Trustees of the Sheppard Asylum;

(2) All that lot of ground which by Deed dated March 21, 1919 and recorded among said Land Records in Liber S.C.L. No. 3340 folio 73, was granted and conveyed by Mayor and City Council of Baltimore to Platt and Company, Incorporated; and

(3) The bed of Key Highway, as now laid out 106 feet wide, fee simple title to which is vested in Mayor and City Council of Baltimore by virtue of Ordinance No. 46 and Ordinance No. 261 of the Mayor and City Council of Baltimore and Deed dated May 22, 1919, from Platt and Company, Incorporated, to Mayor and City Council of Baltimore, all hereinabove referred to.

SEE ALSO Deed dated December 17, 1881 and recorded among said Land Records in Liber F.A.P. No. 917 folio 339, between Mayor and City Council of Baltimore and Landy B. Platt, et al., whereby the original rent of $2,025.00, reserved under the aforesaid Lease was reduced to $1,457.00.

ALL right, title and interest in and to the beds of all streets, avenues or roads binding on the herein described property is expressly reserved in said Lessor, water rights are not included in this reservation.

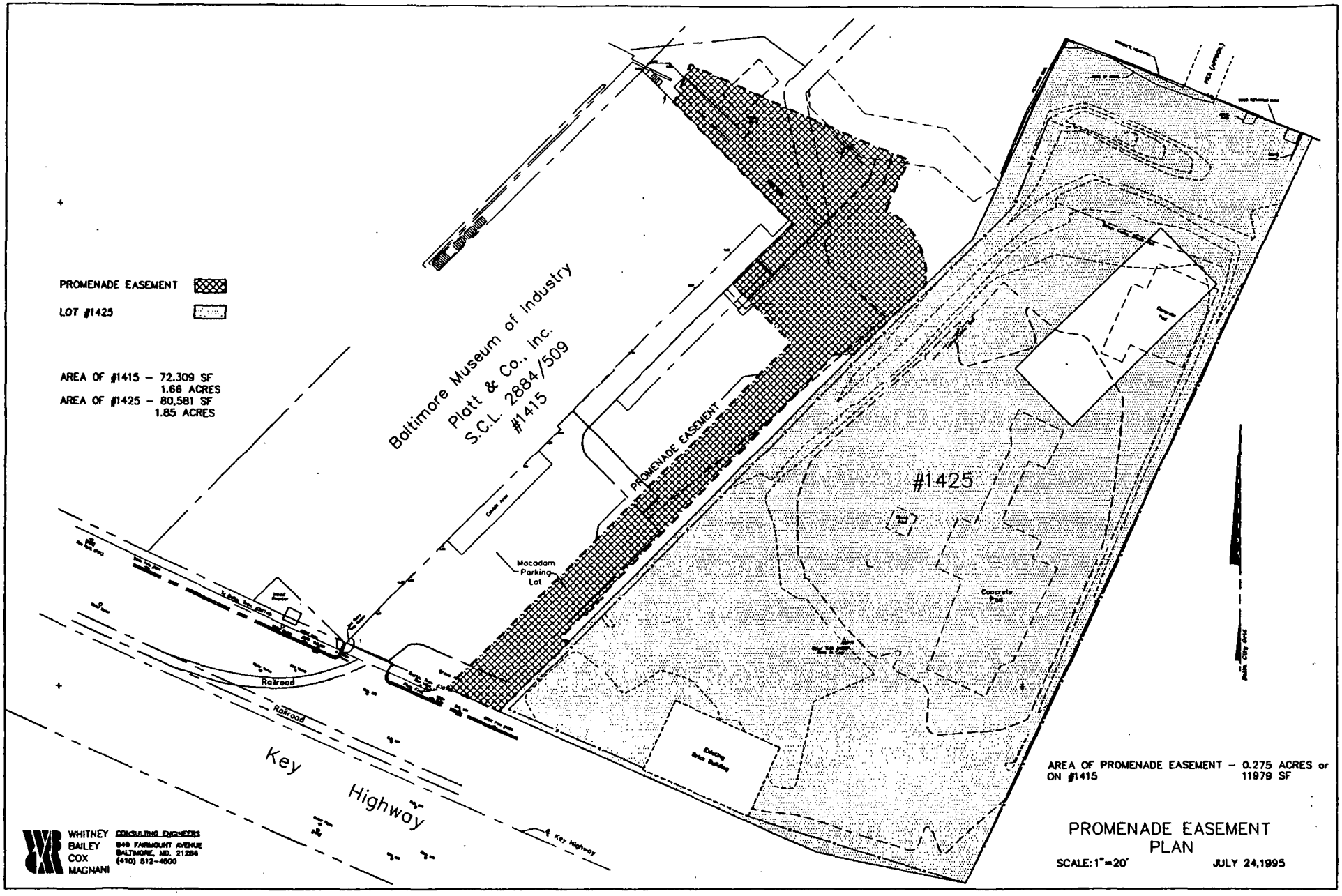
PROMENADE EASEMENT
LOT #1425
AREA OF #1415 – 72.309 SF
1.66 ACRES
AREA OF #1425 – 80,581 SF
1.85 ACRES
Baltimore Museum of Industry
Platt & Co., Inc.
S.C.L. 2884/509
#1415
PROMENADE EASEMENT
#1425
Macadam Parking Lot
Concrete Pad
Existing Brick Building
Railroad
Railroad
Key Highway
℄ Key Highway
AREA OF PROMENADE EASEMENT – 0.275 ACRES or
ON #1415 11979 SF
PROMENADE EASEMENT
PLAN
SCALE: 1"=20'
JULY 24,1995
WHITNEY
BAILEY
COX
MAGNANI
CONSULTING ENGINEERS
848 FAIRMOUNT AVENUE
BALTIMORE, MD. 21204
(410) 512-4500

EXHIBIT 13-3