

PEDESTRIAN PROMENADE EASEMENT AGREEMENT

THIS AGREEMENT, is made this day of Oct 18 2002, 2002, by and between 2301 BOSTON STREET LLC, a Maryland limited liability company ("Boston") and NORTH SHORE AT CANTON TOWNHOMES LLC, a Maryland limited liability company ("North Shore") (collectively "Grantors") 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 Boston is the owner of that property located in Baltimore City, Maryland and more fully described in Schedule A attached hereto and North Shore is the owner of that property located in Baltimore City, Maryland and more fully described in Schedule B attached hereto (collectively, the "Property").

WHEREAS the Property is currently subject to an Interim Pedestrian Promenade Easement Agreement benefitting the City dated June 27, 1996 (hereinafter the "Temporary Easement Agreement").

WHEREAS the Grantors have agreed to grant to the City a permanent easement to be part of the Baltimore Waterfront Promenade to replace the Temporary Easement Agreement.

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 Grantors hereby grant to the City a non-exclusive easement for pedestrian ingress and egress in, over and through those area of the Property labeled "Promenade Easement Area" on Schedule C attached hereto (hereinafter "Easement Area") for a public 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.

The Temporary Easement Agreement currently creates a similar pedestrian easement over portions of the Property in the general vicinity of portions of the Easement Area. The Grantors intend to construct buildings and other improvements upon the Property and, at such time as the Grantors commence construction, the Temporary Easement Agreement shall terminate and be of no further force and effect, and Grantors shall thereafter be bound by the provisions of this Agreement. From and after the commencement of construction of the buildings and other improvements on the Property and continuing until the Grantors complete construction of the buildings and improvements on the Property, the Grantors may deny all access to the Easement Area.

2. Limitations on Exercise of Easement. The easement may be exercised only for pedestrian access to and from the adjoining public streets and walkways and for pedestrian traffic through the Easement Area during the hours and subject to any special restrictions and limitations as set forth on Schedule D attached hereto (hereinafter "Easement Hours"). 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 Boston 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 Boston.

3. Benefit of Easement. The benefit of the easement shall run to the City. The City may, 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 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 Grantors, as applicable, subject to the operation and effect of this Agreement.

4. Easement Improvements. Boston shall perform the work as set forth in Schedule E (the "Easement Improvements") within the time periods prescribed on Schedule C. Notwithstanding anything herein to the contrary, stairs for the entrances to the townhomes to be constructed by Boston adjacent to the Easement Area may be located within the Easement Area.

5. Maintenance and Repairs. The Grantors 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. Information and Indemnification.

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

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

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

7. Default. If either party fails to perform any provision, covenant, or condition of this Agreement then, in such event, the other shall have the right, upon 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 account 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 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 F.

9. Amendment. Any amendment of this Agreement must be executed in writing by all parties hereto, with the same formality as this Agreement.

10. Burden of Easement. The burden of this Agreement shall run with and bind upon the title to the Property, subject, however to the provisions of this paragraph 10. The Grantors, and any subsequent owners of all or any portion of the Property shall be liable only for such obligations as shall accrue hereunder while they are owners of all or a portion of the Property. The Grantors currently own of all of the Property. The Grantors may allocate, as

between themselves, the obligations under paragraphs 4, 5 and 6 hereof and the Grantor to which such obligations are allocated shall assume such obligations by executing and recording an instrument to such effect among the land records of Baltimore City, Maryland. Upon recordation of such instrument of assumption, only the owner assuming such obligations shall be liable therefor, and the owners of the other portions of the Property shall have no liability on account thereof.

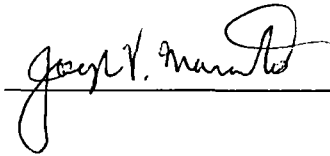
11. Headings. The headings of the sections are provided for and only for convenience of reference, and shall not be considered in construing their contents.

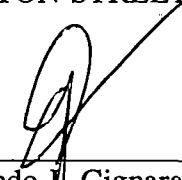
12. Exhibits. Each writing, schedule or exhibit referred to herein as being attached hereto is hereby made a part of this Agreement.

- SCHEDULE A: Description of Boston Property
- SCHEDULE B: Description of North Shore Property
- SCHEDULE C: Plan of Easement Area with Improvements
- SCHEDULE D: Hours of Use and Special Restrictions
- SCHEDULE E: Easement Improvements
- SCHEDULE F: Addresses to Whom Notices Concerning this Agreement are to be sent

WITNESS:

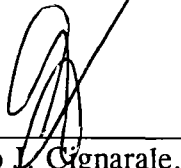
2301 BOSTON STREET LLC



By: 
_____ (SEAL)
Armando J. Cignarale,
Managing Member

NORTH SHORE AT CANTON
TOWNHOMES LLC

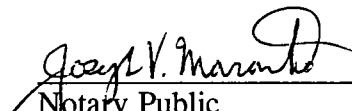


By: 
_____ (SEAL)
Armando J. Cignarale,
Managing Member

STATE OF MARYLAND
COUNTY/CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 14TH day of FEBRUARY, 2002, before me, a Notary Public of the State of Maryland, personally appeared Armando J. Cignarale, who acknowledged himself to be the managing member of 2301 Boston Street LLC, and that he as such managing member being authorized so to do, execute the foregoing Agreement for the purposes contained on behalf of said limited company.

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



Notary Public
My Commission Expires: 4-01-04

STATE OF MARYLAND
COUNTY/CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 14TH day of FEBRUARY, 2002, before me, a Notary Public of the State of Maryland, personally appeared Armando J. Cignarale, who acknowledged himself to be the managing member of North Shore at Canton Townhomes LLC, and that he as such managing member being authorized so to do, execute the foregoing Agreement for the purposes contained on behalf of said limited company.

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



Notary Public
My Commission Expires: 4-01-04

ATTEST:

MAYOR AND CITY COUNCIL OF
BALTIMORE

Michael Ideay

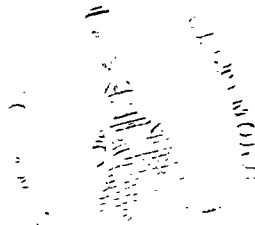
Alternate Custodian of the City Seal

By: Pa
Name: _____

Title: Commissioner, Department of
Housing and Community
Development

Approved by the Board of Estimates:

Benjamin W. [Signature] ~~OCT~~ 16 2002
Clerk Date



Approved for form and legal sufficiency:

Richard C. Kagan 10/6/02
Principal Counsel Date

STATE OF MARYLAND, CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 1st day of October, 2002, before me, a Notary Public of the State of Maryland, personally appeared Paul T. Graziano, Commissioner of Department of Housing and Community Development, who signed the foregoing Agreement in my presence and acknowledged it to be the act of the Mayor and City Council of Baltimore.

Erin L. Blake
Notary Public

My Commission Expires: 4/12/03

I CERTIFY that this instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Elizabeth M. Edwards
Elizabeth M. Edwards

SCHEDULE A

DESCRIPTION OF BOSTON PROPERTY

KNOWN AS

LOT 1 - NORTH SHORE AT CANTON
2201, 2221, & 2301 BOSTON STREET
(PART OF LOT 1/9)
WARD 1 SECTION 5 BLOCK 1902B
CITY OF BALTIMORE, MARYLAND

BEING known and designated as "Lot No. 1", as laid out and shown on a plat of subdivision entitled "North Shore at Canton", dated January 15, 2001, prepared by Whitney, Bailey, Cox & Magnani, LLC, (WBCM) which plat is recorded among the land records of Baltimore City, Maryland in FMC 1608/91.

SCHEDULE B

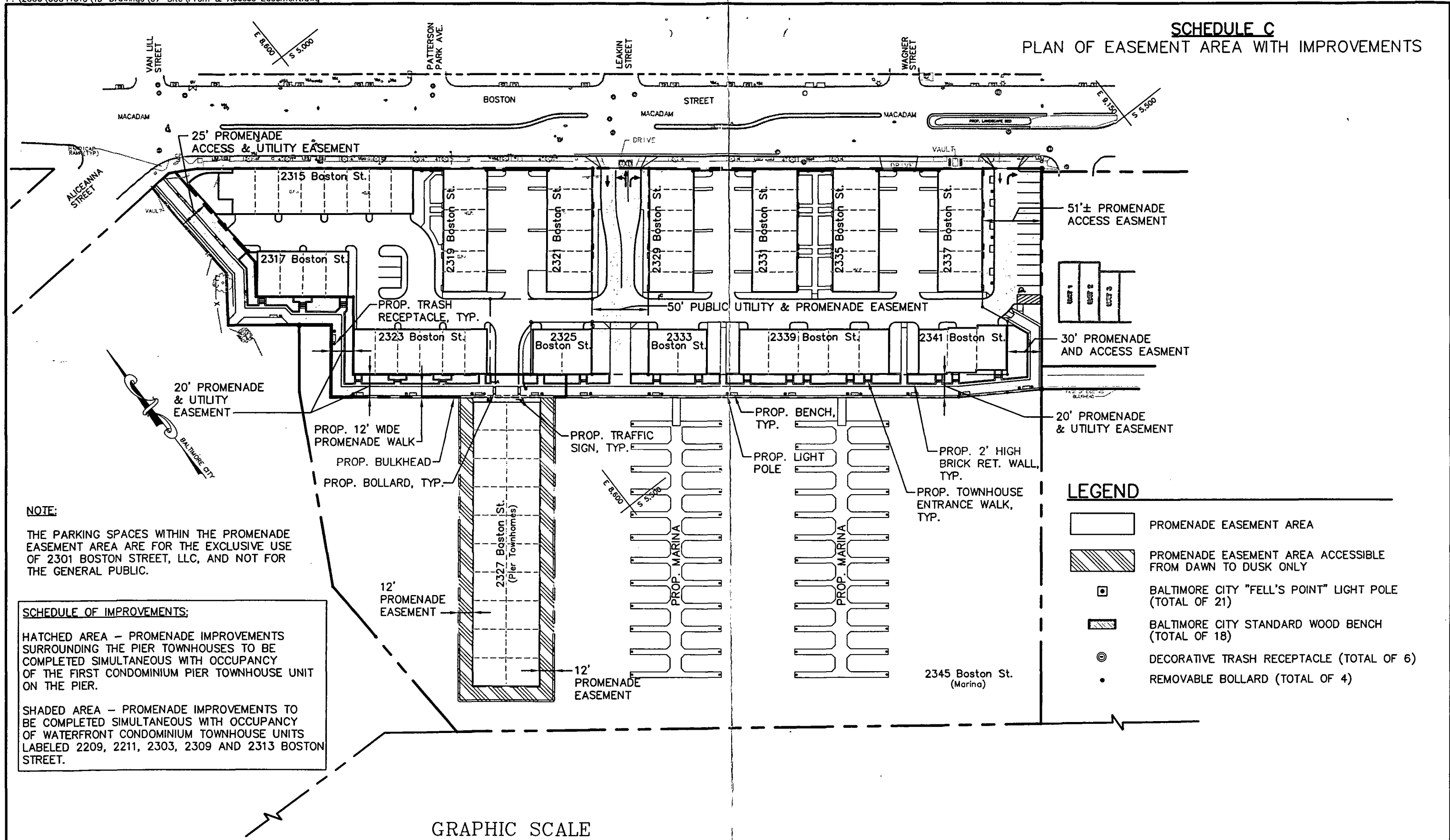
DESCRIPTION OF NORTH SHORE PROPERTY

KNOWN AS

LOT 2 - NORTH SHORE AT CANTON
2327 BOSTON STREET
(PART OF LOT 1/9)
WARD 1 SECTION 5 BLOCK 1902B
CITY OF BALTIMORE, MARYLAND

BEING known and designated as "Lot No. 2", as laid out and shown on a plat of subdivision entitled "North Shore at Canton", dated January 15, 2001, prepared by Whitney, Bailey, Cox & Magnani, LLC, (WBCM) which plat is recorded among the land records of Baltimore City, Maryland, in FMC 1608/91.

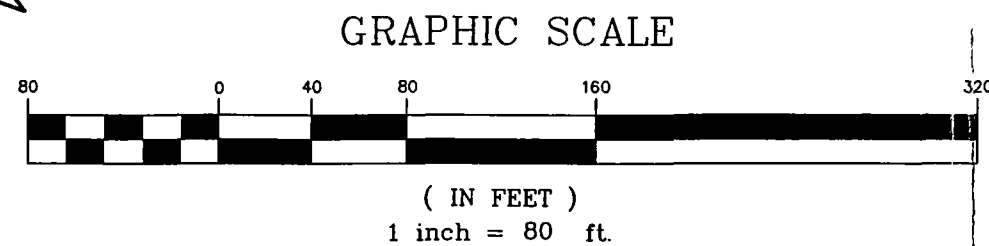
SCHEDULE C
PLAN OF EASEMENT AREA WITH IMPROVEMENTS



NOTE:
 THE PARKING SPACES WITHIN THE PROMENADE EASEMENT AREA ARE FOR THE EXCLUSIVE USE OF 2301 BOSTON STREET, LLC, AND NOT FOR THE GENERAL PUBLIC.

SCHEDULE OF IMPROVEMENTS:
 HATCHED AREA - PROMENADE IMPROVEMENTS SURROUNDING THE PIER TOWNHOUSES TO BE COMPLETED SIMULTANEOUS WITH OCCUPANCY OF THE FIRST CONDOMINIUM PIER TOWNHOUSE UNIT ON THE PIER.
 SHADED AREA - PROMENADE IMPROVEMENTS TO BE COMPLETED SIMULTANEOUS WITH OCCUPANCY OF WATERFRONT CONDOMINIUM TOWNHOUSE UNITS LABELED 2209, 2211, 2303, 2309 AND 2313 BOSTON STREET.

- LEGEND**
- PROMENADE EASEMENT AREA
 - PROMENADE EASEMENT AREA ACCESSIBLE FROM DAWN TO DUSK ONLY
 - BALTIMORE CITY "FELL'S POINT" LIGHT POLE (TOTAL OF 21)
 - BALTIMORE CITY STANDARD WOOD BENCH (TOTAL OF 18)
 - DECORATIVE TRASH RECEPTACLE (TOTAL OF 6)
 - REMOVABLE BOLLARD (TOTAL OF 4)



WHITNEY BAILEY COX MAGNANI, LLC CONSULTING ENGINEERS 849 FAIRMOUNT AVE. BALTIMORE, MD 21286 410-512-4500 410-324-4100 (FAX)	PROMENADE AND ACCESS EASEMENT PLAN	2/8/02 Date
	North Shore at Canton and 2301 Boston Street Condominiums 2315 - 2345 Boston Street Baltimore, Maryland 21224	1" = 80' Scale

SCHEDULE D

HOURS OF USE AND SPECIAL RESTRICTIONS

Re: Pedestrian Promenade Easement Agreement by and between 2301 Boston Street LLC,
North Shore at Canton Townhomes LLC and the Mayor and City Council of Baltimore

DATE: _____

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) in that shaded portion of the Easement Area labeled "PROMENADE EASEMENT AREA" on Schedule A-2. In that hatched portion of the Easement Area surrounding #2327 on Schedule A-2, the easement rights granted herein may be exercised seven days a week but only between dawn and dusk, with the Grantors having the right to prohibit access to such area, by gates, ropes, signs or other devices during all nighttime hours.

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

SCHEDULE E

North Shore @ Canton

Promenade Easement Improvements

The North Shore at Canton Project is a residential development located along Boston Street, just east of the Aliceanna and Boston Street intersection. A public promenade is to be constructed along the shoreline as part of the overall improvements of the site. The promenade access easement will begin at the north corner of the site (intersection of Aliceanna and Boston Street) and traverse south toward the proposed bulkhead. The promenade will then run parallel with the proposed bulkhead southeast towards the pier townhouses. At the townhouses the promenade will circumscribe the perimeter of the pier. At the east terminus of the pier it will continue southeast along the bulkhead. At the approximate center of the site the promenade easement will extend both northeast from the waterfront back to the public right-of-way of Boston Street and continue southeast along the waterfront until it abuts the Anchorage Property. At the Anchorage Property the promenade access easement will head northeast along the east property line where it will connect into the public right-of-way.

The westside promenade access easement will be 25 feet wide and the eastside promenade access will be 30 to 50 feet wide. The promenade located on the fast land, paralleling the new bulkhead, will be 20 feet wide and the segment of the promenade that borders the pier will be 12 feet wide. That section of the promenade located in the center of the site is 50 foot wide. The surface of the promenade will mostly be hardscaped with brick pavers and concrete. That section of the promenade along the perimeter of the pier will be constructed of wood decking. Along the promenade access easement there will be grass areas, planting beds, decorative retaining walls and sidewalks to the proposed townhomes. The planting strips will include the following species: Crapemyrtle, Cherry, Cypress, Abelia, Spirea, and Juniper. Additional amenities along the promenade will include park benches, trash receptacles, lighting, and removable bollards. Lighting along the promenade will be provided with approximately 21 light fixtures, 14 feet high, spaced approximately 50 feet on center.

SCHEDULE F

PARTIES TO WHOM ALL NOTICES SHALL BE SENT

Re: Pedestrian Promenade Easement Agreement by and between 2301 Boston Street LLC,
North Shore at Canton Townhomes LLC and the Mayor and City Council of Baltimore

DATE: _____


THE GRANTORS:

2301 Boston Street LLC
2401 York Road
Timonium, Maryland 21203
ATTN: Mr. Armando J. Cignarale

North Shore at Canton Townhomes LLC
2401 York Road
Timonium, Maryland 21203
ATTN: Mr. Armando J. Cignarale

James C. Oliver, Esquire
Lenrow, Kohn, Howard & Oliver
7 St. Paul Street, Suite 940
Baltimore, Maryland 21202

THE CITY:



Commissioner

Baltimore City Department of Housing and Community Development
417 East Fayette Street, Suite 1300
Baltimore, Maryland 21202

Promenade Coordinator
Baltimore City Department of Planning
417 East Fayette Street, 8th Floor
Baltimore, Maryland 21202

Baltimore City Law Department
City Hall, Room LL31
100 North Holiday Street
Baltimore, Maryland 21202