

**TEMPORARY PEDESTRIAN PROMENADE
EASEMENT AGREEMENT**

~~MAY 14 1997.~~

THIS AGREEMENT, is made this 29 day of October, 1996, by and between SAGA LIMITED PARTNERSHIP (hereinafter "Owner") 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 Owner's property as described herein is either actively industrial or partially undeveloped. The Owner has agreed to grant to the City an interim easement to be part of the waterfront promenade, pending any future development of the Owner's property, at which time this Agreement will terminate and be superseded by a permanent pedestrian easement to be further negotiated between the parties hereto.

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 Owner hereby grants to the City a non-exclusive easement for pedestrian ingress and egress in, over and through the property described in Schedule A (hereinafter "Easement Area") for a temporary walkway, such easement to be superseded by a permanent pedestrian easement at such time as the Owner's property is to be developed or ceases to be actively used for individual purposes, to be further negotiated between the parties hereto. 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.
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 B attached hereto. 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 and approved by Owner, posted at and enforced with respect to the Easement Area during the period within which the easement is exercised.

Nothing in the provision 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 Owner 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 Owner.

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 for pedestrian access, by its officers, 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 Owner's right to use and enjoy the Easement Area, to allow the use and enjoyment of the Easement Area by the Owner's agents, officers, partners, employees, tenants, invitees, visitors, or guests, 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 Owner, subject to the operation and effect of this Agreement.

4. Access to Easement Area. Sole access to the Easement Area shall be from either (a) the bed of Chester Street at the East end of the Easement Area or (b) from Thames Point on the West end of the Easement Area.

5. Maintenance and Repairs. The City agrees to accept the Easement Area in an "as is" condition, and Owner shall have no responsibility for any liability or claim of liability to the City or third persons for bodily injury, death or property damage arising out of the lawful or unlawful use of the Easement Area, unless caused solely by Owner's gross negligence in maintaining the Easement Area and Easement Improvements in the "as is" condition, existing at the inception of this Agreement.

The City, at its expense, shall 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.

Owner shall have no responsibility to remove ice and snow from the Easement Area.

6. Improvements to be Made by the City. The City, at its own expense, shall construct the improvements shown on Exhibit A-1, being a wooden ramp, within twelve (12)

months from the date of this Agreement or this Agreement shall terminate and be null and void and have no further force or effect. In addition, the City shall maintain and repair these improvements at its expense during the term of this Agreement.

7. Insurance and Indemnification. The City shall maintain under its self-insurance program liability insurance protecting City, Owner and Owner's tenant(s) against claims for bodily injury, death and/or property damage in the Easement Area occasioned by accident or other occurrence.

The City shall defend, indemnify, and hold harmless the Owner and Owner's tenant(s) against and from any liability or claim of liability to third parties for bodily injury, death, and/or property damage arising out of the lawful or unlawful use of the Easement Area, unless caused solely by Owner's gross negligence in maintaining the Easement Area an Easement Improvements in the "as is" condition existing at the inception of this Agreement.

8. 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 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 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 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.

9. Notices. Any notice, demand, consent, approval, request or communication to be provided hereunder to a party hereto 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 address of such parties as are set forth in Schedule C.

10. Termination. Owner reserves the right to terminate this Agreement in the event that Owner, in its sole opinion, determines that the Easement Improvements are in need of repairs for which the Owner would incur substantial expense, i.e., bulkhead repairs or replacement.

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

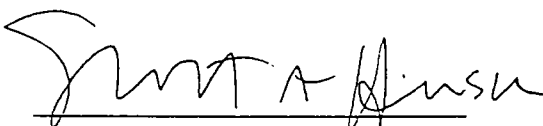
12. Headings. The headings of the sections are provided for and only for convenience of reference, and shall not be considered in construing their contents.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, as of the day and year first above written.

ATTEST/WITNESS:

SAGA LIMITED PARTNERSHIP




By:  (SEAL)

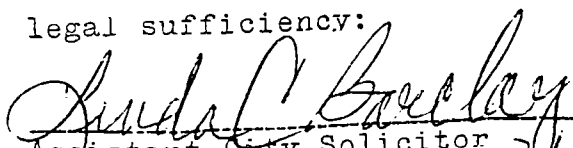


ATTEST/WITNESS:

MAYOR AND CITY COUNCIL OF BALTIMORE

By:  (SEAL)


APPROVED as to form and legal sufficiency:


Assistant City Solicitor 3/11/97 5

STATE OF MARYLAND:
CITY OF BALTIMORE:

TO WIT:

I hereby certify that on this 29th day of October, 1996, before me, the undersigned Notary Public of said State, personally appeared S. A. Brown, III, known to me (or satisfactorily proven), to be the person whose name is subscribed to the foregoing Easement Agreement and acknowledged that he executed the same for the purposes herein contained as his own free and voluntary act.

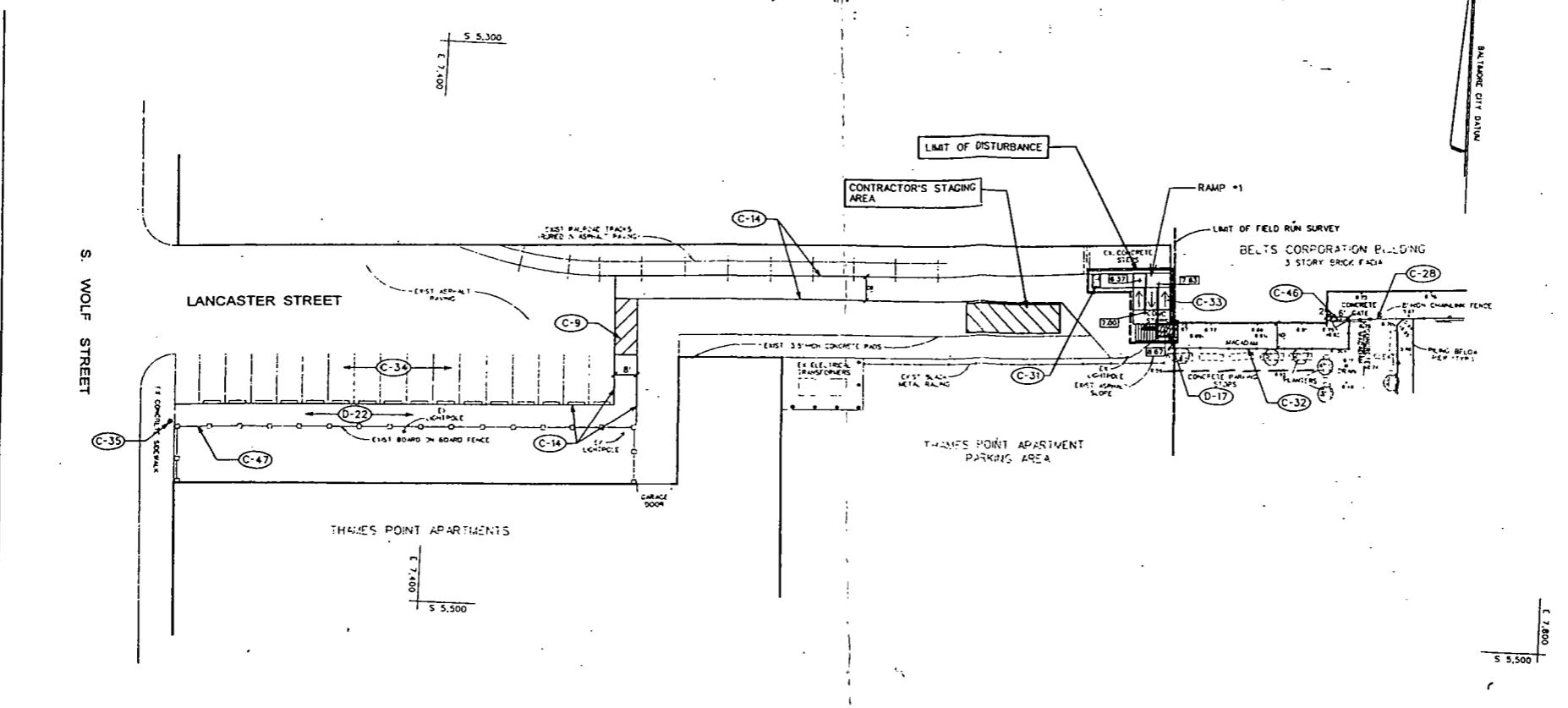


Susan D. Lorentzen
Notary Public

My Commission Expires: December 1, 1996

EXHIBITS
Interim Promenade Easement Agreement
City/Belts Corporation

- | | |
|------------|--|
| Exhibit A | A-1 Aliceanna Street Area with Ramp Improvements
A-2 Building Receiving Platform Area
A-3 Lancaster Street Area with Ramp Improvements |
| Schedule B | Hours of Operation and Special Restrictions |
| Schedule C | Addresses to whom Notices concerning this Agreement are to be sent |



- ### 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 6" TRICE PIT. INSTALL (1) GLEDITSEA TRIANGULOS THYMIS PALM / THOMAS WALKER HOMEYUCLOST. 2-1/2" CAL. 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 WALL SHALL MATCH SCORING PATTERN OF EXISTING CONCRETE WALL. CONTRACTOR SHALL PROVIDE AN EXPANSION JOINT BETWEEN THE EXISTING AND PROPOSED CONCRETE WALLS 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 TO 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. 11 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 (TPS 300) 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 PARKWAY.
 - 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 SIGN STRUCTURE SCHEDULE FOR INVERT ELEVATIONS AND STORM DRAIN PROFILES.
 - C-21 INSTALL INLET AND (2) 6" PVC DRAIN PIPES. CONNECT PIPES INTO EXISTING 30" C.I.P. SLOPE 0.5% MINIMUM.
 - C-22 INSTALL BRICK PROMENADE PAVING. REFER TO SHEET 3 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 PAPER 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 BCE. 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 EXPOST TO SECURE REMAINING CHAIN-LINK FENCE.
 - C-26 CONTRACTOR TO REMOVE CURBS FROM OPERATED 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 W&B. 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. 2 BARS, 3" LONG.
 - C-35 CONTRACTOR TO PAINT HARBOR PROMENADE DIRECTIONAL MARKER ON PAVEMENT. COLORS TO BE TEAL (TPS 300) AND BLACK. CONTRACTOR SHALL OBTAIN STENCILS FROM BALTIMORE CITY.
 - C-36 INSTALL 8" WIDE ENWOOD STRUCTURES PREFABRICATED WOOD BRIDGE. PAINT CUSTOM, LOW BRIDGE PROFILE MODEL, OR APPROVED EQUAL. SEE SHEET 6 FOR DETAILS.
 - C-37 INSTALL (1) PROMENADE I.D. SIGN TO EXPOST 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 WALL.
 - C-40 REMOVE GATE AND PORTION OF EXISTING CHAIN LINK FENCE TO ALLOW FOR 6" WIDE WALKWAY CONNECTION. INSTALL EXPOST TO SECURE REMAINING CHAIN LINK FENCE.
 - C-41 INSTALL (1) PROMENADE TO 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 BALKEAD.
 - C-43 INSTALL 12" WIDE CONCRETE CURB WITH SLEEVES FOR CHAIN LINK FENCE AND GATE. SEE SHEET 3 FOR DETAIL.
 - C-44 INSTALL CHAIN LINK FENCE AND 4" WIDE GATE. FENCE HEIGHT TO MATCH EXISTING FENCE ON PINE 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 8" HIGH WITH LOCKABLE LATCH. GATE TO BE DOUBLE LEAF AND SWING IN TOWARD BRIDGE. PROVIDE 5" WING ON NORTH SIDE, TIE SOUTH WING TO EXISTING WALL. PROVIDE BRACING FOR NORTH WING.
 - C-51 INSTALL (2) 150 BATT FLOOD LIGHTS TO THE EXISTING PARKING GARAGE WALL. INSTALL A JUNCTION ON THE EXISTING 3" GALVANIZED PIPE FOR ELECTRICAL FEED. USE 1" GALVANIZED PIPE FOR NEW CONDUIT LINE.

- ### 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
 - D-9 REMOVE EXISTING ANCHOR AND CONCRETE PAD.
 - D-10 REMOVE VEGETATION.
 - D-11 REMOVE EXISTING WOOD RAMP.
 - D-12 REMOVE 2 EXISTING VIRBURNUM 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 PINE HOUSE PROPERTY AND MODERN 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.
 - 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
+ 15.50	EXISTING SPOT ELEVATION
5.50	PROPOSED SPOT ELEVATION
-----	LIMITS OF DISTURBANCE
▨	CONTRACTORS STAGING AREA
▩	PROPOSED BITUMINOUS PAVING
▧	EXISTING MATERIAL TO BE REMOVED

- ### 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 STEPS AND REQUIRED MATERIAL. BEGIN CONSTRUCTION OF NEW WOOD RAMP.
 4. INSTALL CHAIN-LINK FENCE GATE AND PAINT CHAIN LINK FENCE.
 5. COMPLETE WOOD RAMP AND INSTALL BITUMINOUS PAV. INSTALL METAL RAILING.
 6. PAINT PAVEMENT MARKINGS AND INSTALL PROMENADE SIGNAGE.

Site Data

TOTAL DISTURBED AREA - 360 S.F.
 TOTAL IMPERVIOUS AREA - 360 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 AUTHORITIES INVOLVED. THE CONTRACTOR SHALL VERIFY ALL SUCH CALCULATIONS TO HIS OWN SATISFACTION FOR BID CONTRACT PURPOSES.

STV INCORPORATED
 21 GOVERNORS COURT
 BALTIMORE, MARYLAND 21244
 (410) 844-9172

DRAWN BY
 SANDED BY

CITY OF BALTIMORE
 DEPARTMENT OF PUBLIC WORKS
 BUREAU OF TRANSPORTATION

AGREEMENT NO.

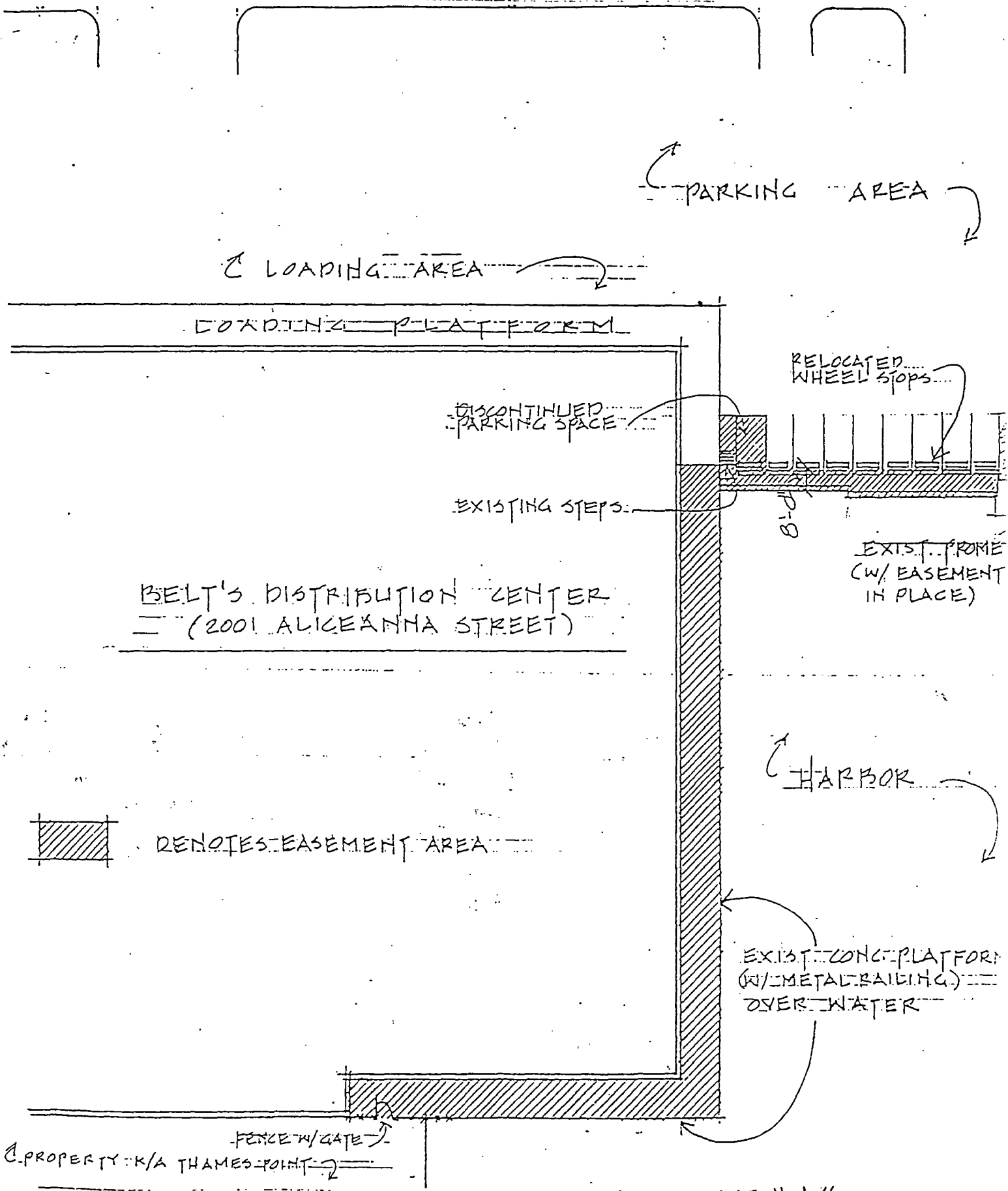
LANCASTER STREET - THAMES POINT

A-3

SCALE: 1"=20'
 UTILITY ENGINEERING DIVISION

DATE: 5/10/98
 SHEET 11 OF 16

Building Receiving Platform Area



BELT'S DISTRIBUTION CENTER
(2001 ALICEA STREET)

PARKING AREA

LOADING AREA

LOADING PLATFORM

DISCONTINUED PARKING SPACE

EXISTING STEPS

RELOCATED WHEEL STOPS

EXIST. PROM (W/ EASEMENT IN PLACE)

HARBOR

EXIST. CONC. PLATFORM (W/ METAL RAILING) OVER WATER

RENOTES EASEMENT AREA

FENCE W/ GATE

PROPERTY K/A THAMES POINT

NOTE: THIS IS NOT A SURVEY

SCHEDULE "A"

TEMPORARY PROMENADE EASEMENT AGR. SAGIA LTD. PARTNERSHIP/CITY OF BAL

Stabilization Schedule

AREA	S.F.	STABILIZATION	SEQUENCE
(A) WALKWAYS	200.0	TEMP. TEMPORARY STONE CONC. & BITUMINOUS PAVING	4
(B) LANDSCAPING	190.0	TEMP. TEMPORARY SEEDING PERM. LANDSCAPING OR GRASS	7

Site Data

SITE AREA - 870.0 S.F.
 TOTAL DISTURBED AREA - 870.0 S.F.
 TOTAL IMPERVIOUS AREA - 680.0 S.F.
 AREA TO BE VEGETATIVELY STABILIZED - 190.0 S.F.
 CUT/FILL: NO MAJOR EARTHWORK IS ANTICIPATED FOR THIS PROJECT. MINOR CUTS AND FILLS WILL BE REQUIRED FOR NEW WALKWAYS AND A WOODEN HANDICAP RAMP.

NO STOCKPIILING OF EARTH WILL BE REQUIRED FOR THIS PROJECT.

NOTE: 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.

Demolition Notes:

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- 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 MUSLIM BUILDING.
- D-17 REMOVE CONCRETE CURB AND BRIDGE EDGING TO THE LIMITS SHOWN ON THE PLAN.
- D-18 REMOVE EXISTING ROPE ANCHORS, ANCHOR BOLTS AND 8" OF CONCRETE BASE.

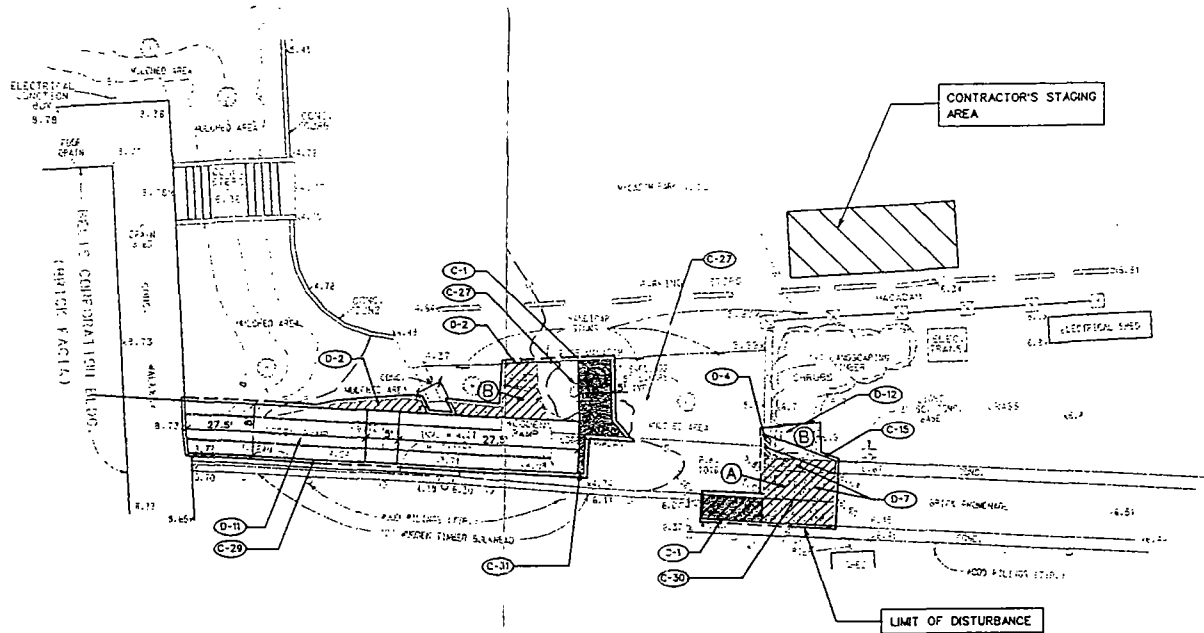
Sequence of Construction

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 - A. WHEN CONTRACTOR INTENDS TO BEGIN CONSTRUCTION
 - B. DISPOSAL SITE, AND
 - C. CONTRACTOR'S TENTATIVE CLOSING DATE
3. REMOVE WOOD RAMP, BITUMINOUS AND CONCRETE PAVING, WOOD LANDSCAPE TIMBERS AND 2 VIBURNUM SHRUBS.
4. RELOCATE EXISTING TREE AND SHRUBS. INSTALL CONCRETE EDGING AND CURB SUBBASE SAME DAY OR STABILIZE DISTURBED AREA WITHIN 24 HOURS.
5. BEGIN WOOD RAMP CONSTRUCTION.
6. COMPLETE BITUMINOUS PAVING AND CONCRETE RAMP.
7. COMPLETE WOOD RAMP AND PAINT PROMENADE DIRECTIONAL MARKER. FINE GRADE ALL REMAINING AREAS AND STABILIZE AS SPECIFIED.

Legend

- - - - - EXISTING CONTOUR
- + 15.30 EXISTING SPOT ELEVATION
- + 15.30 PROPOSED SPOT ELEVATION
- LIMITS OF DISTURBANCE
- [Hatched Box] CONTRACTOR'S STAGING AREA
- [Stippled Box] PROPOSED BITUMINOUS PAVING
- [Dotted Box] PROPOSED CONCRETE PAVING
- [Diagonal Lines] EXISTING MATERIAL TO BE REMOVED

EXHIBIT A-1
 Aliceanna Street Area
 with Ramp Improvements



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 8' ON CENTER.
- C-3. INSTALL REMOVABLE BOLLARD WITH PADLOCK.
- C-4. INSTALL 3" HIGH, BLACK VINYL COATED CHAIN LINK FENCE.
- C-5. INSTALL 4"Ø TREE PIT. INSTALL 119 ELEOSTEREA TRICANTHOS (HERNIMBLE HALEA) / THORNLESS HALEA HOMELOCYST. 3-1/2" CAL. 848. 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. REPAIR 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. PAINTSTRIPES AS INDICATED ON PLAN FOR CROSSWALKS. 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 SIGNS 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. PAINTSTRIPES AS INDICATED ON PLAN FOR WALKWAY EDGES. USE TWO COATS OF WHITE 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 PERMITS FROM BALTIMORE CITY.
- C-18. WIDEN BITUMINOUS WALK TO MEET 1/2" OF EXISTING WALKWAY. BEGIN WIDENING WALK 10' BEFORE EXISTING PAVING.
- C-19. INSTALL 1/2" STONE BETWEEN HARBOR CHAIN LINK FENCE AND BITUMINOUS WALK. STONE SHALL BE 4" THICK.
- C-20. INSTALL (1) 1/2" AND (2) 8" PVC DRAIN PIPES. SEE STORM DRAIN STRUCTURE SCHEDULE FOR INVERT ELEVATIONS.
- C-21. INSTALL (2) 8" 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 1/2" THICK ALUMINUM PAPER 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 BID. CONTRACTOR SHALL COORDINATE THIS INSTALLATION WITH OTHER OPPOSITE WORK FOR THE PROPOSED PROMENADE.
- C-25. REMOVE EXISTING CHAIN LINK FENCE TO ALLOW FOR WALKWAY CONNECTION. INSTALL EXPOSURE 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 LISTED GRAD. PROVIDE A SMOOTH TRANSITION BETWEEN PAVING AND SIDEWALK. SLOPE NOT TO EXCEED 8% FOR DETAIL.
- C-32. INSTALL HANDRAILS ALONG EXISTING BOARDWALK. REFER TO SHEET ___ FOR DETAIL.
- C-33. CONTRACTOR SHALL REPLACE 30 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. COLOR 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 ROOFS ON PREFABRICATED WOOD BRIDGE EQUAL.
- C-37. INSTALL 1" 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 SIGNS FROM BALTIMORE CITY.
- C-42. INSTALL (1) 8" PVC DRAIN PIPE THROUGH CONCRETE CURB. PIPE TO EXIST THROUGH DRILLED HOLE IN EXISTING WOOD BRIDGE.

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. _____
 BELT'S CORPORATION

SCALE: 1"=10' DATE: 7/7/85
 UTILITY ENGINEERING DIVISION SHEET 7 OF 10

DRAWN BY _____ STV INCORPORATED
 21 BOWEN'S COURT

SCHEDULE B

1. Owner agrees to keep the Easement Area open from dawn until dusk.

2. Owner and its tenant(s) reserve the right to temporarily close the Easement Area for any reason related to Owner's or its tenant(s)' industrial activities or any construction at the site, and for the duration of such activity.

3. Owner, its successors and assigns may establish and enforce such other reasonable uniform rules and regulations for the use of the Easement Area to the end that the Easement Area shall not materially impair the use and value of the Owner's property and any marina or related facility.

SCHEDULE C

PARTIES TO WHOM ALL NOTICES SHALL BE SENT

RE: Interim Pedestrian Promenade Easement Agreement by and between The Belt's Corporation and the Mayor and City Council of Baltimore

DATE: _____

1. S.A. "Skip" Brown, III
The Belt's Corporation
949 Fell Street
Baltimore, MD 21231
2. Scott A. Hunsicker, Esquire
The Belt's Corporation
949 Fell Street
Baltimore, MD 21231
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
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5. Linda Barclay, Esquire
Baltimore City Law Department
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