

**PROMENADE EASEMENT AGREEMENT**

**AUG 20 2008**

THIS AGREEMENT (this "**Agreement**") is made this 20 day of ~~June~~ **August**, 2008, by and between **MIDTOWN BALTIMORE LLC**, a Maryland limited liability company (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 has agreed to grant to the City a permanent easement to be part of the Baltimore Waterfront Promenade.

NOW THEREFORE, for 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 easement for ingress and egress for the uses set forth in Section 2 on and over the promenade improvements to be constructed on the property described in **Schedule A** (hereinafter "**Easement Area**") for a public walkway. The Easement Area is a portion of the real property known as Lot 1 and/or certain easement or riparian areas associated with Lot 2 as shown on the Plat entitled "1<sup>st</sup> Amended Harborview Subdivision Plan" (herein the "**Plat**"), which Plat is recorded among the Land Records of Baltimore City at Pocket Folder SEB No. 3341 (the "**Property**").

2. Limitations on Exercise of Easement. The City may exercise the easement only upon the terms and subject to the conditions that are set forth in the provisions of this Agreement. The easement may be exercised only for pedestrian access to and from the adjoining public pedestrian promenade and for pedestrian traffic through the Easement Area twenty four (24) hours a day ("**Easement 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 with respect to the Easement Area concerning noise, dress, conduct and concerns of a similar nature regarding exercise of the easement shall be established by the City. The City shall post such rules on signs within the Easement Area, which signs shall be maintained in good condition by the City, and the City shall enforce such rules and regulations with respect to the Easement Area. Except as otherwise provided in this Agreement in **Schedule B**, use of the Easement Area shall be limited to pedestrian traffic other than (a) temporary emergency use by emergency fire, police and ambulance vehicles, (b) other than appropriate motorized vehicles used by police to provide security, and (c) during such hours as are permitted under applicable rules and regulations of Baltimore City for the use of the waterfront promenade, non-motorized bicycles shall be permitted, provided however that bicycles shall be permitted only if and to the extent bicycles are also permitted to be used on the public promenade located on the "Harborview" project located on Lot 2 as shown on the Plat (herein the "**Harborview Promenade**"), and any restrictions and/or limitations on the use



**RESIDENTIAL TITLE  
& ESCROW COMPANY**

1829 Reisterstown Road - Suite 380  
Woodholme Center  
Baltimore, Maryland 21208  
Phone: 410-653-3400  
Fax: 410-653-3621

of bicycles over the Harborview Promenade shall be deemed to be restrictions and/or limitations on the use of bicycles over and on the Easement Area.

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, 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, and for emergency vehicular access and other uses as provided in Section 2 above. This easement shall be binding upon the Grantor as owner of the Easement Area and upon each successor owner from time to time. Upon transfer of the Easement Area, the Grantor and thereafter each successive transferring owner shall be relieved of all liabilities under this Agreement accruing from and after the date of such transfer.

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 has performed the work as set forth in Schedule C (the "**Easement Improvements**").

5. Maintenance and Repairs; Patrol. Subject to the provisions of Section 6 below, the Grantor shall, throughout the term of this Agreement, use commercially reasonable efforts to maintain and keep in a safe condition and in good order and repair the Easement Improvements.

Subject to the provisions of Section 6 below, 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. Liability and Insurance.

A. The City and Grantor hereby agree and confirm that the provisions of Section 5-1103 and Section 5-1104 of the Natural Resources Article of the Annotated

Code of Maryland (collectively, the “Statutes”) is intended to apply and shall be applicable to this Agreement, the Easement Area and all actions, omissions and obligations of Grantor, the City and their respective successors and assigns with respect to the Easement Area and to this Agreement. Nothing in this Agreement is intended to create or shall create any liability or obligation on the part of the Grantor or the City, or their successors and assigns, to the general public or to any third party except to the extent such liability or obligation is set forth in the Statutes.

B. The Grantor shall defend, indemnify, and hold harmless the City against and from any liability or claim for bodily injury, death or property damage arising out the negligent failure of the Grantor to maintain or repair the Easement Area or Easement Improvements as set forth in this Agreement excluding, however, any liability or claims for bodily injury, death and/or property damage that relates to or involves in any manner the use of bicycles on or over the Easement Area, notwithstanding any policy or policies of insurance; provided, however, in no event shall the City waive any right to sovereign immunity or liability limitations which would be applicable with respect to any such claim or liability.

C. 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.

D. Except for any liability or claim of liability against which the City is indemnified by Grantor, the City shall fully defend, indemnify, and hold harmless Grantor against and from any liability or claim of liability to third parties for bodily injury, death or property damage, including all losses, damages and expenses (including reasonable attorneys’ fees) relating thereto, arising out of the lawful or unlawful use of the Easement Area by any person or persons. Additionally, except as provided in the following sentence, in the event of the use of bicycles over the Easement Area, the City shall fully defend, indemnify and hold harmless Grantor against and from any liability or claim of liability to third parties for bodily injury, death or property damage, including all losses, damages, expenses (including reasonable attorneys’ fees) relating thereto arising out of the lawful or unlawful use of the Easement Area and which relates to or involves in any manner the use of bicycles on or over the Easement Area (herein collectively “Bicycle Claims and Liabilities”). Notwithstanding the provisions of the previous sentence, the City shall not be obligated to defend, indemnify or hold harmless Grantor with respect to: (a) any Bicycle Claims and Liabilities that result from a failure of Grantor to maintain and repair the Easement Improvements in accordance with Section 5 above, provided that the City shall have given written notice to Grantor of such failure that resulted in such Bicycle Claims and Liabilities, and further provided that Grantor did not cure such failure within thirty (30) days after receipt of such notice, or within such longer period of time as may have been reasonably necessary to effectuate such cure, up to a maximum of ninety (90) days, provided that Grantor commenced its cure within ten (10) days and diligently prosecuted such cure; and (b) any liability of Grantor as provided in Section 5-1106 of the Natural Resources Article of the Annotated Code of Maryland (2005 Repl. Vol.) (as such statute is in effect on the date of this Agreement).

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 12% 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 shall be sent (a) by certified mail, postage prepaid, return receipt requested, (b) by a nationally recognized overnight courier that provides verification of receipt, or (c) by hand delivery provided written acknowledgement of such delivery is obtained, to the addresses of such parties as are set forth in Schedule D, subject to the right of any party to designate a different address by notice similarly given.

9. Amendment. Any amendment of 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. Termination of Interim Promenade Agreement. All or a portion of the Easement Area is currently subject to an Interim Pedestrian Promenade Easement Agreement dated February 20, 1997, between Harborview Limited Partnership No. 1 and Mayor and City Council of Baltimore, recorded among the Land Records of Baltimore City at Liber 8109, folio 327 (the "**Interim Promenade Agreement**"). The parties agree and hereby declare that the Interim Promenade Agreement is hereby terminated and of no further force and effect effective immediately upon the recordation of this Agreement among the Land Records of Baltimore City, and that no further document or agreement shall be necessary to effectuate such termination, but each party hereby agrees to execute such further documents as the other may reasonably request in order to confirm such termination.

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

SCHEDULE A	Legal Description of Easement Area; Plan of Easement Area with Improvements
SCHEDULE B	Special Restrictions

SCHEDULE C  
SCHEDULE D

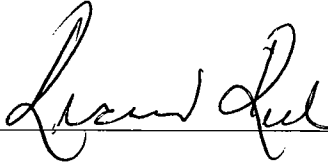
Plan of Easement Improvements  
Addresses to Whom Notices Concerning  
This Agreement Are to Be Sent


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS:

GRANTOR

MIDTOWN BALTIMORE LLC

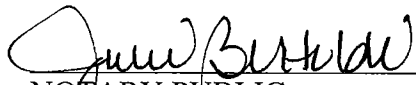
  
\_\_\_\_\_

By:  \_\_\_\_\_ (SEAL)  
F. D. RICH, III  
Authorized Person

STATE OF MARYLAND            )  
  ) TO WIT:  
COUNTY OF BALTIMORE        )

I HEREBY CERTIFY that on the 27th day of June, 2008, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared **F. D. RICH, III**, known to me (or satisfactorily proven), to be an authorized person for **MIDTOWN BALTIMORE LLC**, a Maryland limited liability company, and that he, as such authorized person of such limited liability company, executed the foregoing Agreement for the purposes therein contained on behalf of **MIDTOWN BALTIMORE LLC**.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 2/20/2010

ATTEST:

MAYOR & CITY COUNCIL OF BALTIMORE

[Signature]

By: [Signature] (SEAL)  
Paul Graziano  
Commissioner of Department of Housing  
and Community Development

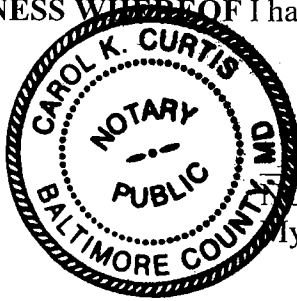
Approved for form and legal sufficiency:

Richard C. Kegan 7/11/08  
Date

STATE OF MARYLAND )  
) TO WIT:  
~~CITY~~/COUNTY OF Baltimore)

I HEREBY CERTIFY that on the 29<sup>th</sup> day of July, 2008, before me, the subscriber, a Notary Public in and for the City/County and State aforesaid, personally appeared **PAUL GRAZIANO**, Commissioner of Department of Housing and Community Development, who signed the foregoing Agreement in my presence and acknowledged it to the Mayor and City Council of Baltimore.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.



Carol K. Curtis  
NOTARY PUBLIC  
My Commission Expires: 5-17-12

Approved by the Board of Estimates

[Signature]  
Clerk Date  
**AUG 20 2008**

**SCHEDULE A****DESCRIPTION OF PROPERTY**

*1922* Being known and designated as the Promenade Unit in The Residences at the Inner Harbor, Baltimore, a Condominium, as established by a Declaration made by Midtown Baltimore LLC dated as of June 25, 2008 and recorded among the Land Records of Baltimore City at Liber FMC 10832, page 180 and pursuant to Plats entitled "The Residences at the Inner Harbor, Baltimore, a Condominium" and referenced to in the above Declaration, which Plats are recorded among the aforesaid Land Records in Condominium Plat Book FMC 724.

**SCHEDULE B**  
**SPECIAL RESTRICTIONS**

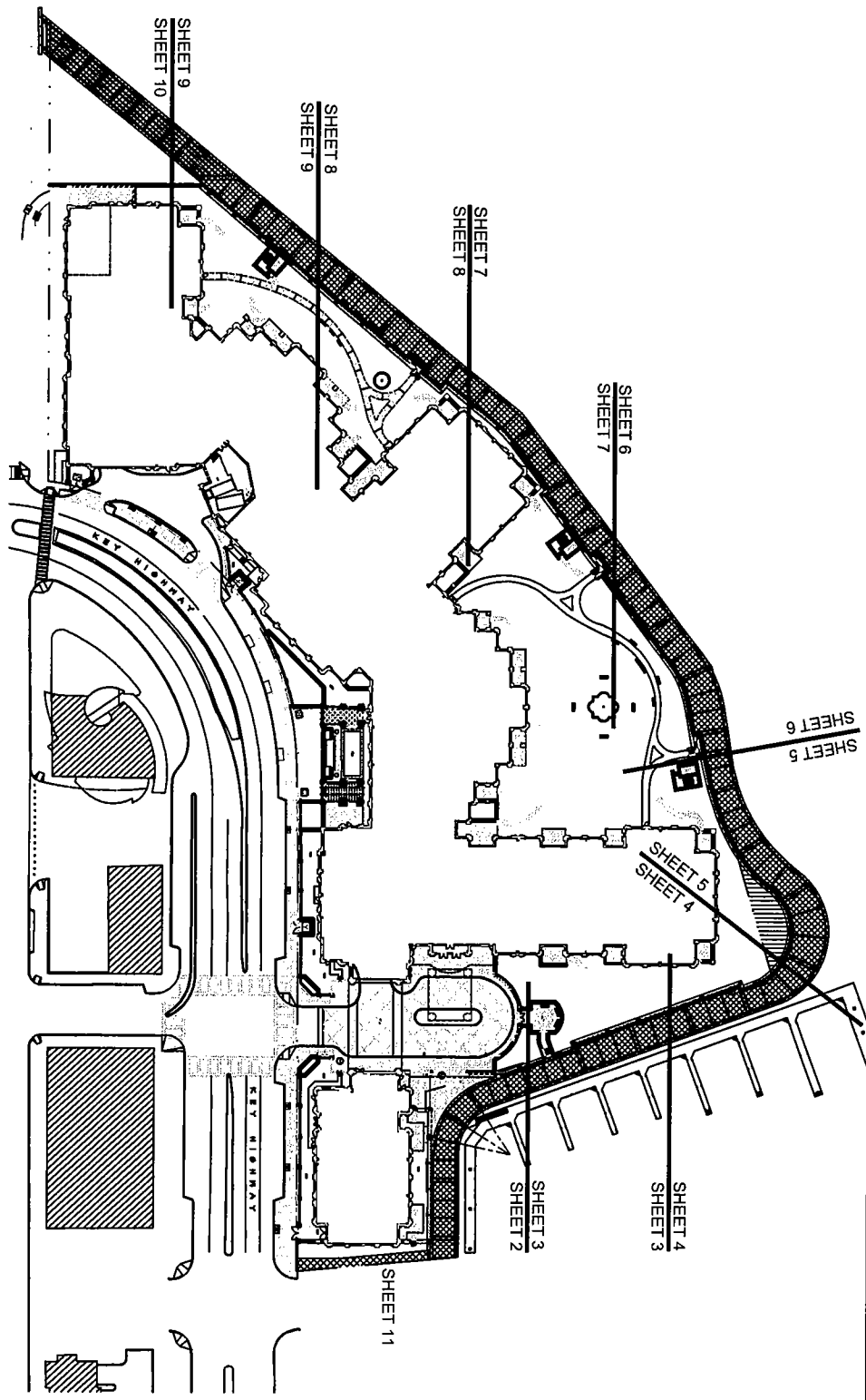
SPECIAL RESTRICTIONS AND LIMITATIONS: the Grantor reserves and retains the right to close the Easement Area in order to (i) complete the Easement Improvements and the commercial, residential and marina improvements to be constructed on or adjacent to the Property (collectively the "**Project Improvements**") and (ii) from time to time to temporarily close the Easement Area in order to maintain, repair and replace the Project Improvements; provided, however, such temporary closure provided for in this clause (ii) shall not exceed ninety (90) days at any one time without, in each case, the authorization of the City, which authorization shall not be unreasonably withheld or delayed. Except in the event of an emergency, the Grantor will provide written notification to the City seven (7) days prior to any temporary closure of the Easement Area or any portion thereof.

Nothing in this Agreement shall be deemed to restrict the use of the Easement Area by the Grantor and by the owners and occupants of the Property from time to time, and by their invitees and licensees, in connection with the use, enjoyment, ownership and operation of the Property or any portion thereof in accordance with all applicable laws, including but not limited to any applicable Urban Renewal Ordinance and zoning laws..

That area adjacent to the Easement Area and shown on Schedule C (Sheet 5) as the "Restricted Teardrop Area" may be elevated above the public promenade improvements and shall not be available for public access, ingress or egress. The Restricted Teardrop Area shall remain a landscaped area, and may provide walkways or seating areas for the occupants and guests of the development located on the Property. No structures shall be constructed within the Restricted Teardrop Area.



NOTE:  
THE EASEMENT IMPROVEMENTS  
SHALL BE COMPLETED PRIOR TO  
OCCUPANCY OF THE PROPERTY  
FOR RESIDENTIAL OR COMMERCIAL  
PURPOSES.



SCALE: NONE  
JUNE 6, 2008



SHEET  
1/12

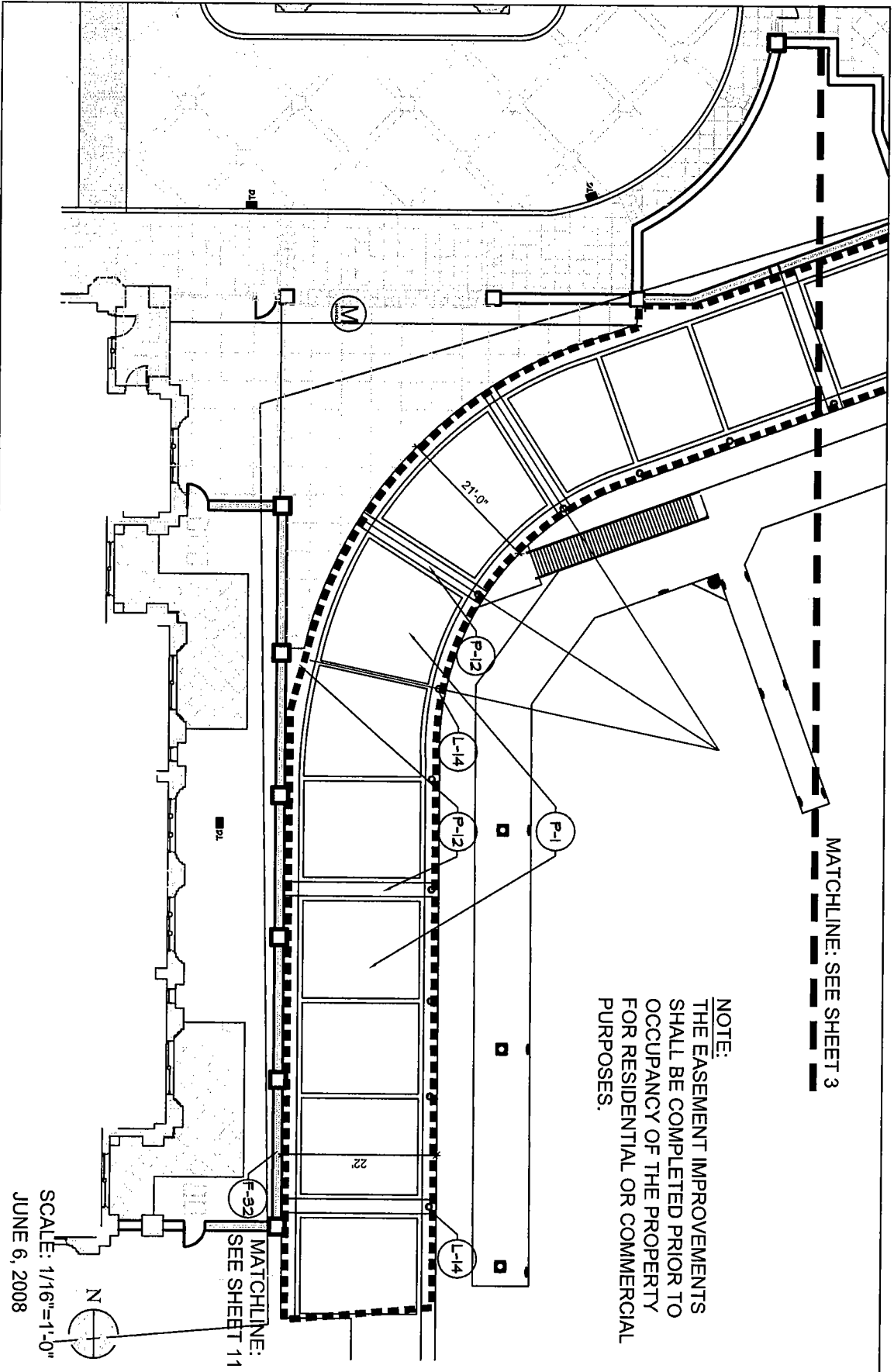
SCHEDULE C  
PEDESTRIAN PROMENADE  
EASEMENT AGREEMENT

THE RESIDENCES  
AT THE INNER HARBOR

801 KEY HIGHWAY BALTIMORE MD

STONEHILL DESIGN  
ASSOCIATES, INC.  
Landscape Architecture  
Site Planning

5704 Bellona Avenue  
Baltimore, Maryland 21212  
T: 410.454.2000  
F: 410.454.1000  
stonehill@stpr.com



NOTE:  
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 SHALL BE COMPLETED PRIOR TO  
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 FOR RESIDENTIAL OR COMMERCIAL  
 PURPOSES.

MATCHLINE: SEE SHEET 3

MATCHLINE:  
 SEE SHEET 11

SCALE: 1/16"=1'-0"  
 JUNE 6, 2008

SHEET  
 2/112

SCHEDULE C  
 PEDESTRIAN PROMENADE  
 EASEMENT AGREEMENT

THE RESIDENCES  
 AT THE INNER HARBOR

801 KEY HIGHWAY BALTIMORE MD

STONEHILL DESIGN  
 ASSOCIATES, INC.  
 Landscape Architecture  
 Site Planning

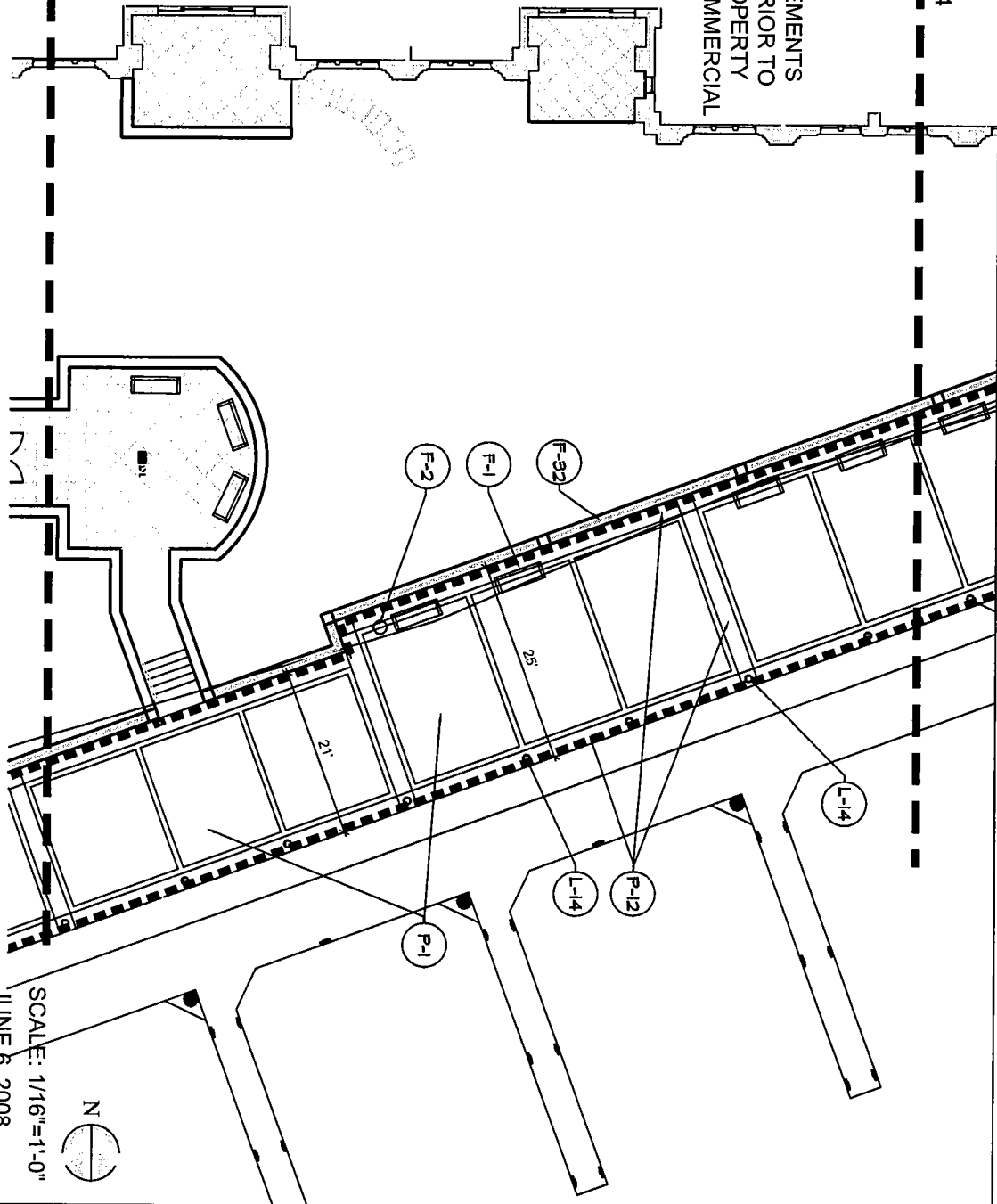
5704 Bellona Avenue  
 Baltimore, Maryland 21212  
 T: 410.464.2000  
 F: 410.464.1900  
 stonehilldesign@cs.net

BK 10972 PG 0113

MATCHLINE: SEE SHEET 4

NOTE:  
THE EASEMENT IMPROVEMENTS  
SHALL BE COMPLETED PRIOR TO  
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FOR RESIDENTIAL OR COMMERCIAL  
PURPOSES.

MATCHLINE: SEE SHEET 2



SCALE: 1/16"=1'-0"  
JUNE 6, 2008

SHEET  
3/12

SCHEDULE C  
PEDESTRIAN PROMENADE  
EASEMENT AGREEMENT

THE RESIDENCES  
AT THE INNER HARBOR

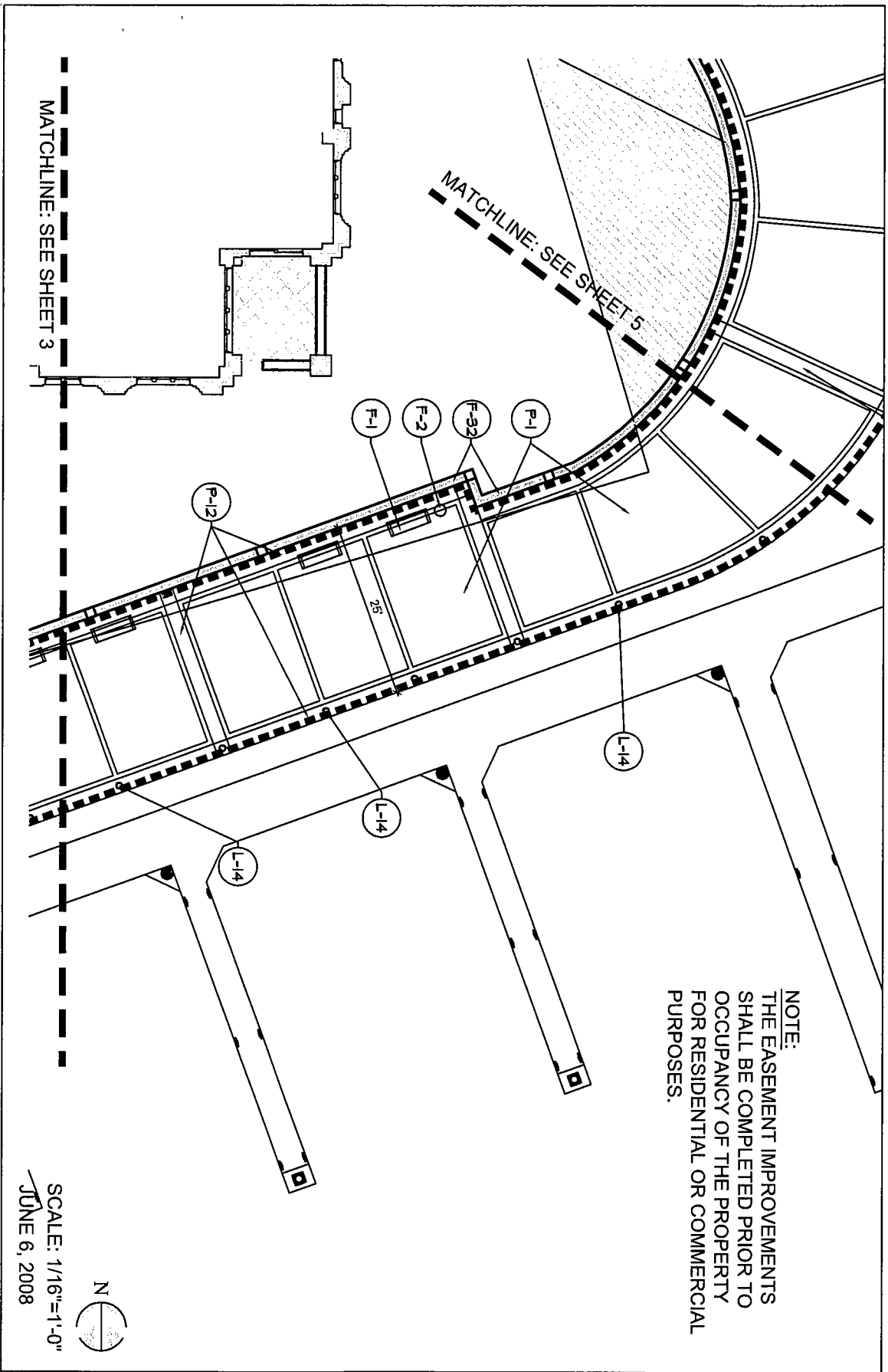
801 KEY HIGHWAY BALTIMORE MD

  
**STONEHILL DESIGN**  
 ASSOCIATES, INC.  
 Landscape Architecture  
 Site Planning

5704 Belton Avenue  
Baltimore, Maryland 21212

T: 410.464.2000  
F: 410.464.1900  
stonehilldesign@aol.net

BK 10972 PG 0114



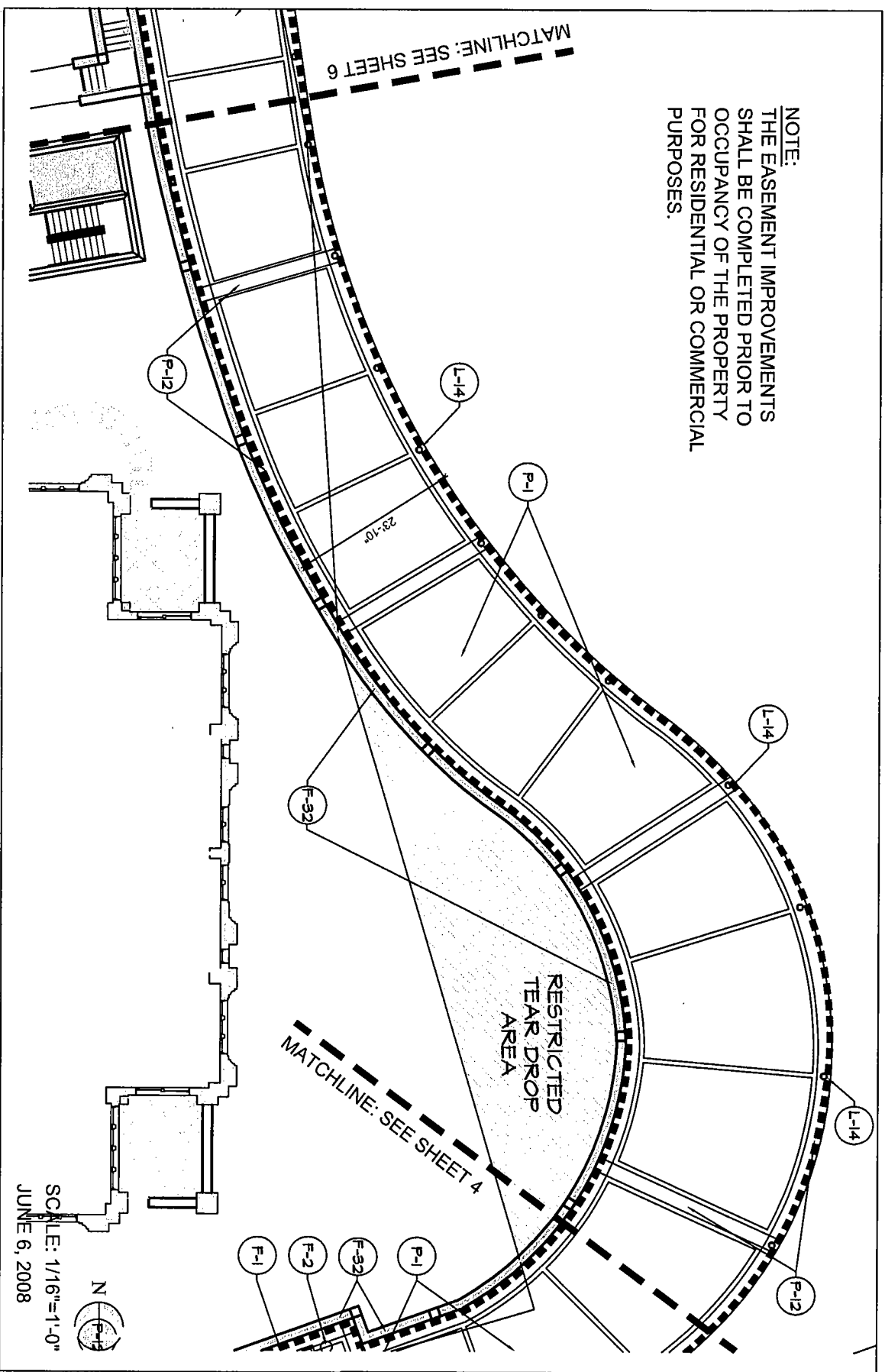
**NOTE:**  
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 PURPOSES.

SCALE: 1/16"=1'-0"  
 JUNE 6, 2008

<p><b>SHEET</b> 4/12</p>	<p><b>SCHEDULE C</b>  <b>PEDESTRIAN PROMENADE</b>  <b>EASEMENT AGREEMENT</b></p>	<p><b>THE RESIDENCES</b>  <b>AT THE INNER HARBOR</b>        801 KEY HIGHWAY BALTIMORE MD</p>	<p><b>STONEHILL DESIGN</b>        ASSOCIATES, INC.        Landscape Architecture        Site Planning        5704 BelSore Avenue        Baltimore, Maryland 21212        T: 410.464.2000        F: 410.464.1900        stonehill@stonehill.com</p>
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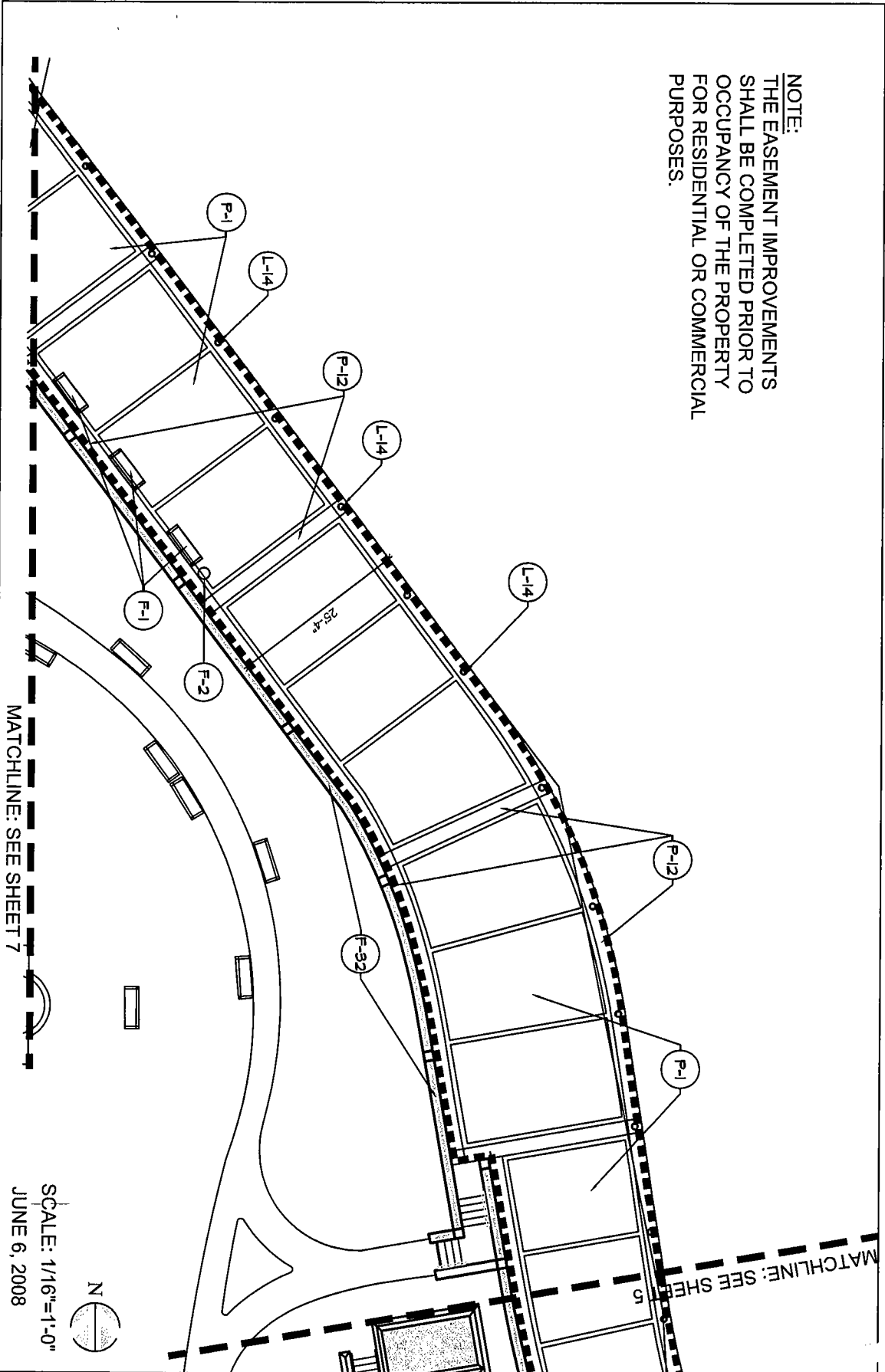
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NOTE:  
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SHALL BE COMPLETED PRIOR TO  
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FOR RESIDENTIAL OR COMMERCIAL  
PURPOSES.



<p><b>SHEET</b> 5/12</p>	<p><b>SCHEDULE C</b> PEDESTRIAN PROMENADE EASEMENT AGREEMENT</p>	<p><b>THE RESIDENCES AT THE INNER HARBOR</b></p> <p>801 KEY HIGHWAY BALTIMORE MD</p>	<p><b>STONEHILL DESIGN</b> ASSOCIATES, INC. Landscape Architecture Site Planning</p> <p>5704 Bellona Avenue Baltimore, Maryland 21212</p> <p>T: 410.464.2000 F: 410.464.1900 stonehilldesign@aol.net</p>
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NOTE:  
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PURPOSES.



MATCHLINE: SEE SHEET 7

MATCHLINE: SEE SHEET 5

SCALE: 1/16"=1'-0"  
JUNE 6, 2008

SHEET  
6/12

SCHEDULE C  
PEDESTRIAN PROMENADE  
EASEMENT AGREEMENT

THE RESIDENCES  
AT THE INNER HARBOR

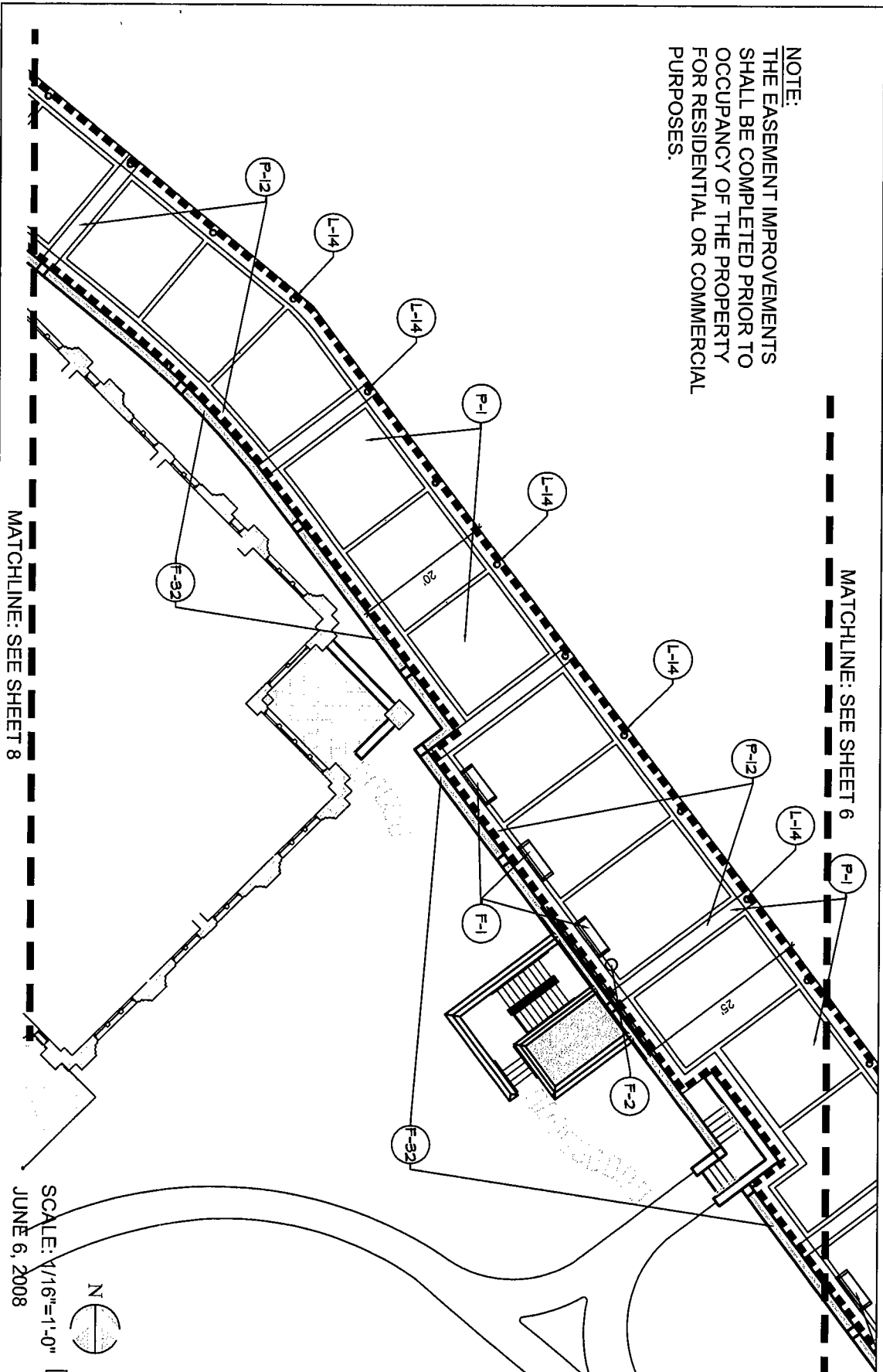
801 KEY HIGHWAY BALTIMORE MD

STONEHILL DESIGN  
ASSOCIATES, INC.  
Landscape Architecture  
Site Planning

5704 Bellona Avenue  
Baltimore, Maryland 21212

T: 410.464.2000  
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stonehilldesign@aol.net

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MATCHLINE: SEE SHEET 8

MATCHLINE: SEE SHEET 6

SCALE: 1/16"=1'-0"  
JUNE 6, 2008

**SHEET**  
7/12

**SCHEDULE C**  
PEDESTRIAN PROMENADE  
EASEMENT AGREEMENT

**THE RESIDENCES  
AT THE INNER HARBOR**

801 KEY HIGHWAY BALTIMORE MD

**STONEHILL DESIGN**  
ASSOCIATES, INC.  
Landscape Architecture  
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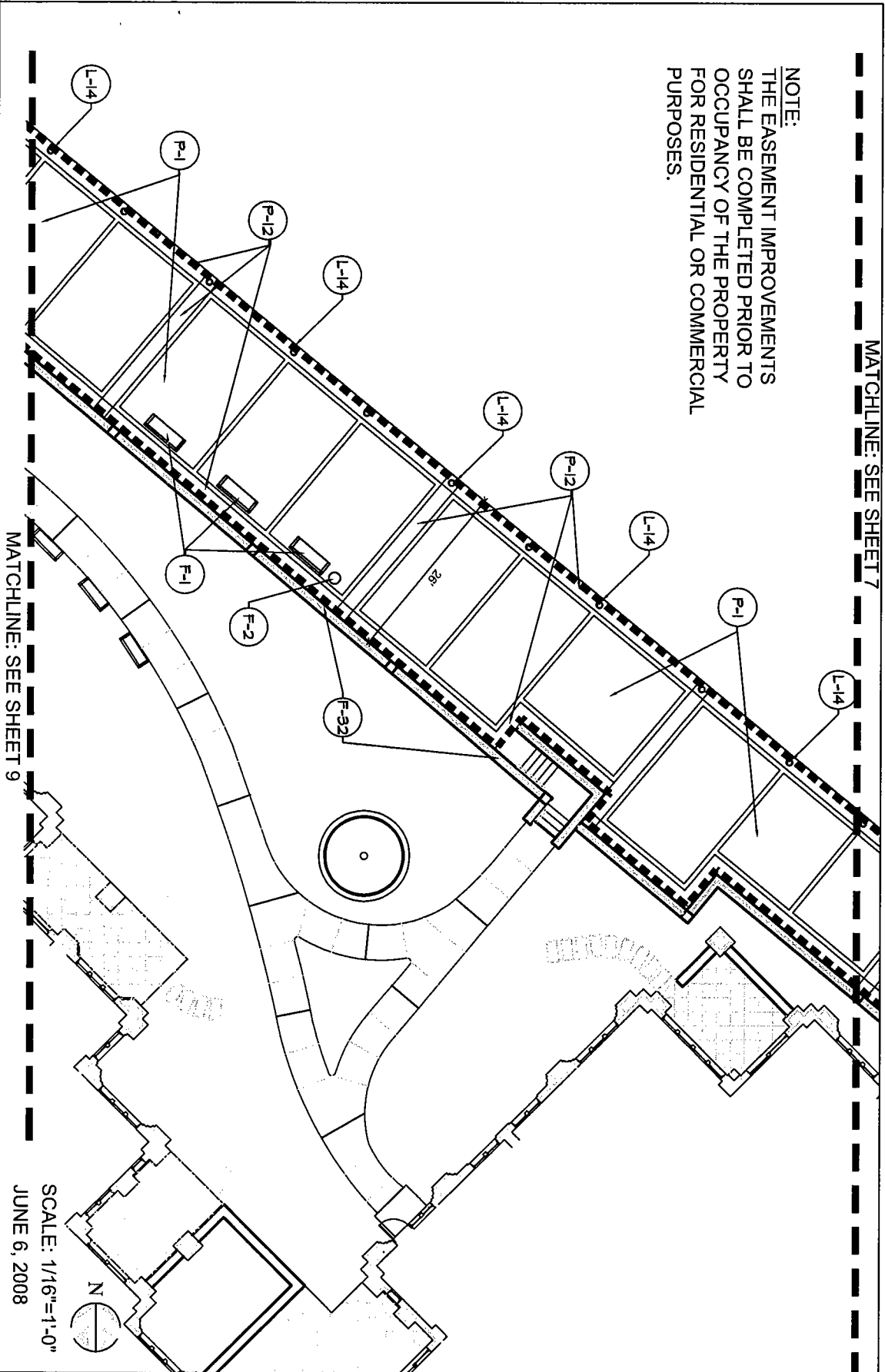
5704 Bellona Avenue  
Baltimore, Maryland 21212

T: 410.464.2000  
F: 410.464.1900  
stonehill@stg.com

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PURPOSES.

MATCHLINE: SEE SHEET 7

MATCHLINE: SEE SHEET 9



SCALE: 1/16"=1'-0"  
JUNE 6, 2008

SHEET  
8/12

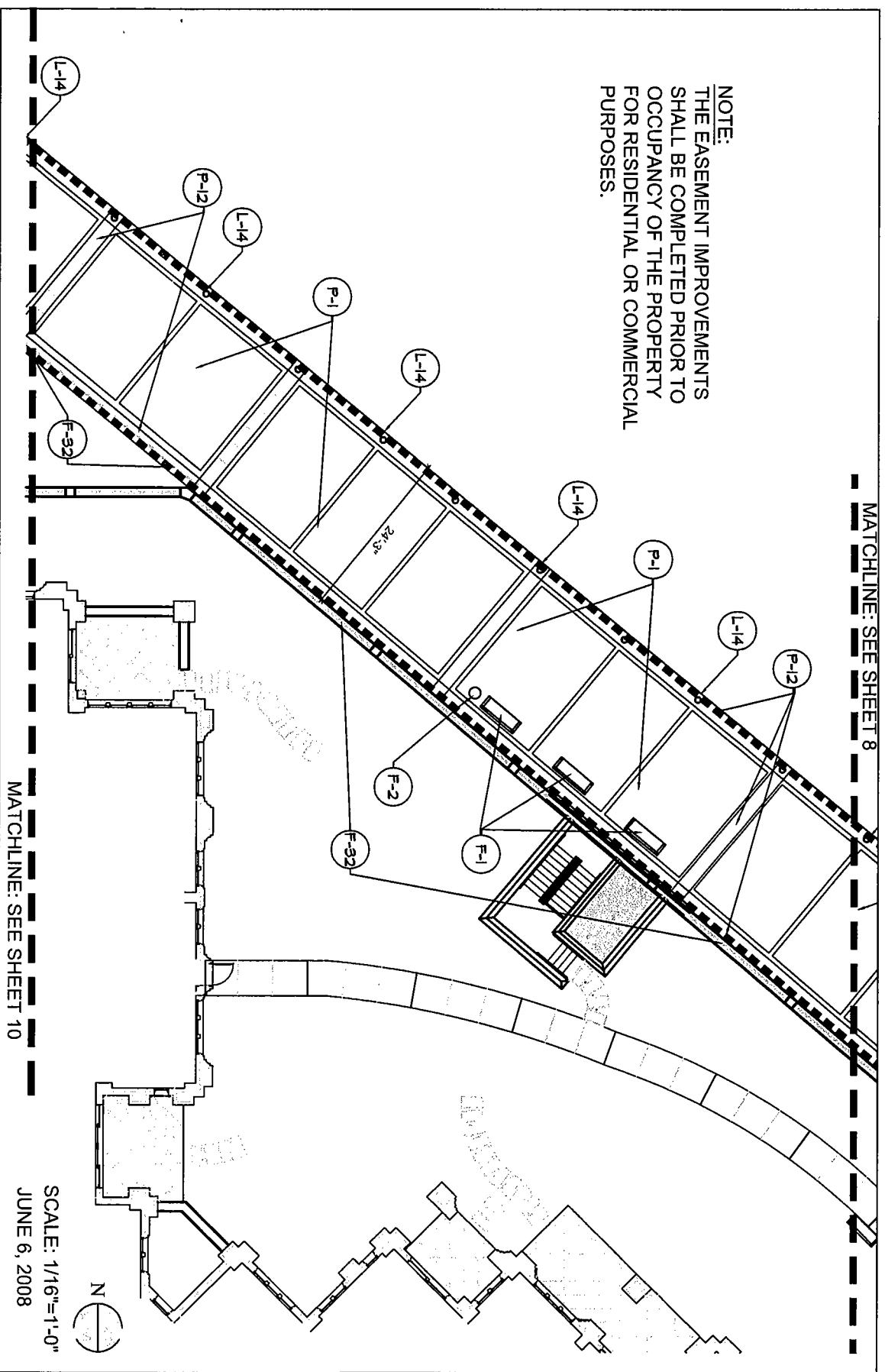
SCHEDULE C  
PEDESTRIAN PROMENADE  
EASEMENT AGREEMENT

THE RESIDENCES  
AT THE INNER HARBOR  
801 KEY HIGHWAY BALTIMORE MD

  
**STONE HILL DESIGN**  
 ASSOCIATES, INC.  
 Landscape Architecture  
 Site Planning  
 5704 Bellona Avenue  
 Baltimore, Maryland 21212  
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 F: 410.664.1900  
 stonehilldesign@aol.com



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MATCHLINE: SEE SHEET 10

MATCHLINE: SEE SHEET 8

SCALE: 1/16"=1'-0"  
JUNE 6, 2008

**SHEET**  
9/12

**SCHEDULE C**  
PEDESTRIAN PROMENADE  
EASEMENT AGREEMENT

**THE RESIDENCES**  
**AT THE INNER HARBOR**  
801 KEY HIGHWAY BALTIMORE MD

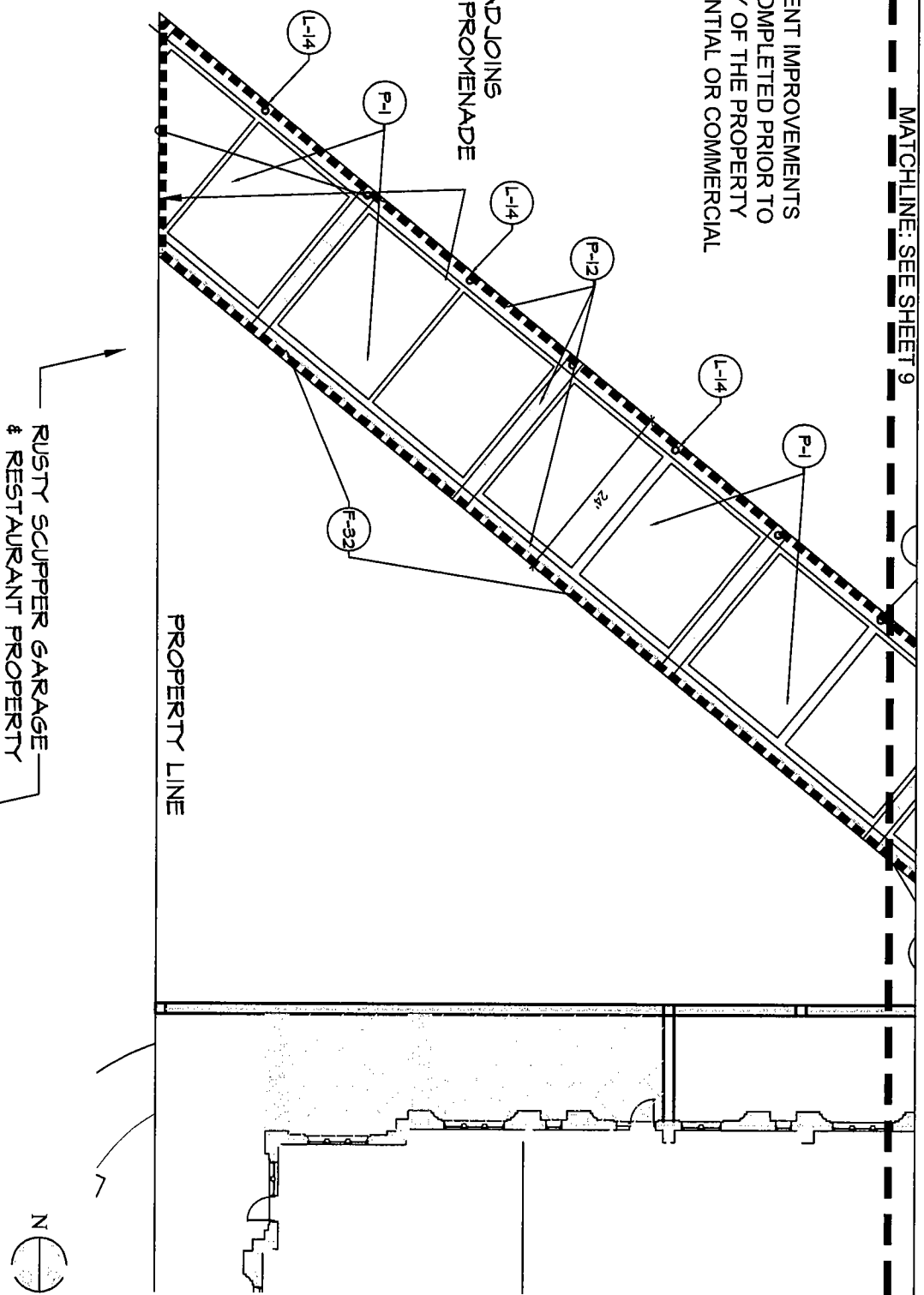
  
**STONEHILL DESIGN**  
 ASSOCIATES, INC.  
 Landscape Architecture  
 Site Planning  
 5704 Belton Avenue  
 Baltimore, Maryland 21212  
 T: 410-464-2000  
 F: 410-464-1900  
 stonehilldesign@att.net

BK 10972 PG 0120

NOTE:  
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OCCUPANCY OF THE PROPERTY  
FOR RESIDENTIAL OR COMMERCIAL  
PURPOSES.

MATCHLINE: SEE SHEET 9

BRIDGE ADJOINS  
EXISTING PROMENADE



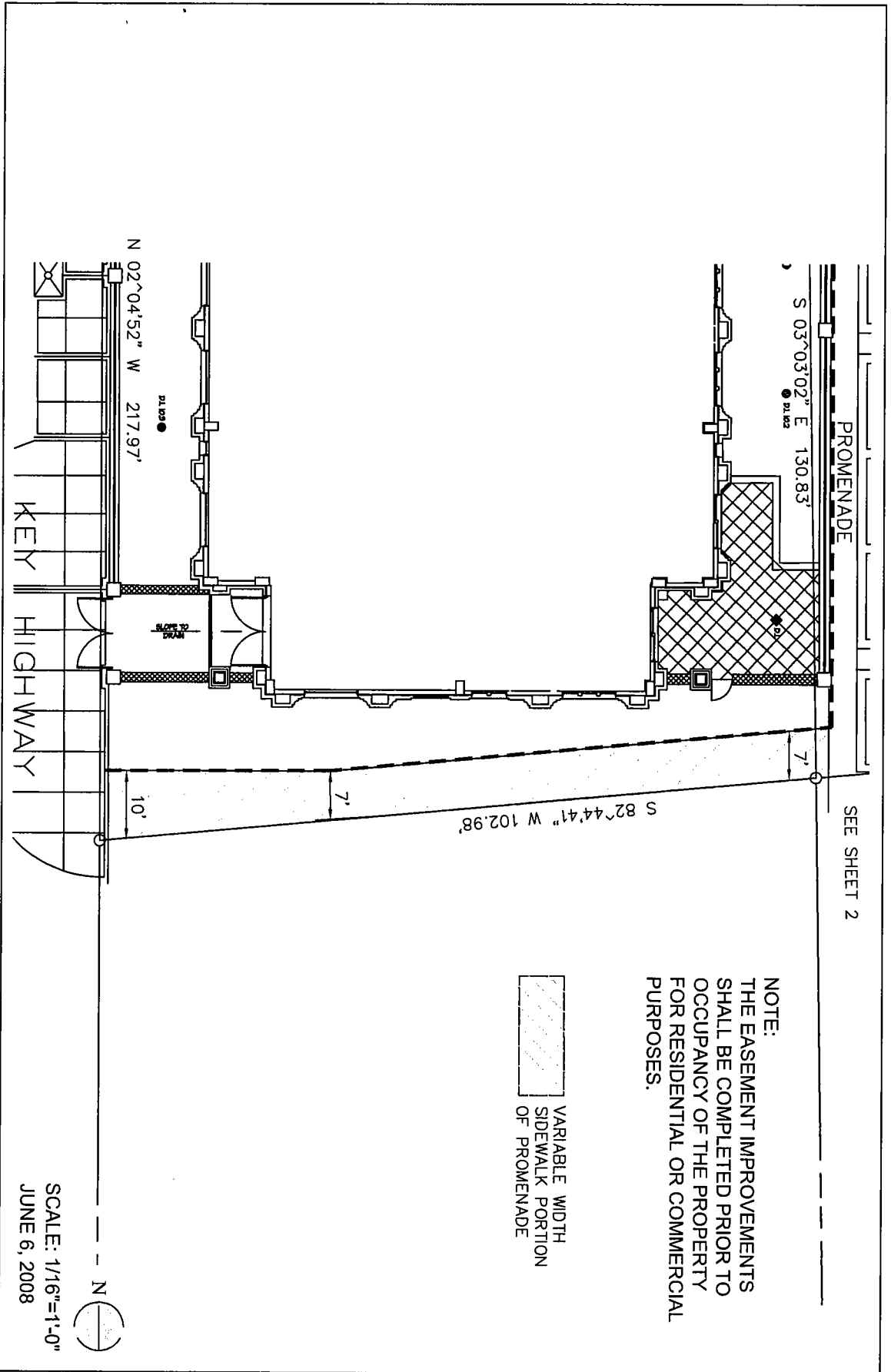
RUSTY SCUPPER GARAGE  
& RESTAURANT PROPERTY

PROPERTY LINE

SCALE: 1/16"=1'-0"  
JUNE 6, 2008



<p>SHEET 10/12</p>	<p>SCHEDULE C PEDESTRIAN PROMENADE EASEMENT AGREEMENT</p>	<p>THE RESIDENCES AT THE INNER HARBOR 801 KEY HIGHWAY BALTIMORE MD</p>	<p>STONEHILL DESIGN ASSOCIATES, INC. Landscape Architecture Site Planning 5704 Bellona Avenue Baltimore, Maryland 21212 T: 410.464.2000 F: 410.464.1900 stonehilldesign@net.net</p>
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<p><b>SHEET</b> 11/12</p>	<p><b>SCHEDULE C PEDESTRIAN PROMENADE EASEMENT AGREEMENT</b></p>	<p><b>THE RESIDENCES AT THE INNER HARBOR</b></p> <p>801 KEY HIGHWAY BALTIMORE MD</p>	<p><b>STONEHILL DESIGN</b> ASSOCIATES, INC. Landscape Architecture Site Planning</p> <p>5704 Bellona Avenue Baltimore, Maryland 21212</p> <p>T: 410.664.2000 F: 410.664.1800 stonehill@stg.net</p>
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**FURNITURE SCHEDULE**

QTY.	KEY	LOCATION / TYPE	DESCRIPTION	STYLE #	SIZE	FINISH	COLOR
	F-1	Promenade Bench	VICTOR STANLEY or equal Ribbon Series	# RB-28	6' L	Alum.	Tavern Sq. Green
	F-2	Promenade Litter Receptacle	VICTOR STANLEY or equal Ribbon Series	# S-42	24 gal.	Alum.	Tavern Sq. Green
	F-32	Fences & Gates	DELGARD Premium Fencing or equal	Residential Elba w/ Decorative Accents	6' & 3' ht.	Alum.	Bronze or Black

**PAVING SCHEDULE**

KEY	TYPE	DESCRIPTION	SIZE	LOCATION
P-1	Concrete Paver	HANOVER ARCH. PRODUCTS Standard City Color	4" x 8"	Promenade
P-12	Scored Concrete	Broom Finish	Score pattern per plan	Streetscape/Car Court Promenade Bands

**LIGHTING SCHEDULE**

KEY	TYPE	DESCRIPTION	STYLE #	FINISH	SIZE	VOLTAGE
L-14	Promenade Bollard	Selux Saturn Bollard	SAB Series/ MR Shield	BK	36" HT.	H070-277

**NOTE:**  
THE EASEMENT IMPROVEMENTS  
SHALL BE COMPLETED PRIOR TO  
OCCUPANCY OF THE PROPERTY  
FOR RESIDENTIAL OR COMMERCIAL  
PURPOSES.

JUNE 6, 2008

**SHEET**  
12/112

**SCHEDULE C  
PEDESTRIAN PROMENADE  
EASEMENT AGREEMENT**

**THE RESIDENCES  
AT THE INNER HARBOR**

801 KEY HIGHWAY BALTIMORE MD



**STONEHILL DESIGN**  
ASSOCIATES, INC.  
Landscape Architecture  
Site Planning

5704 Bellona Avenue  
Baltimore, Maryland 21212

T: 410-664-2000  
F: 410-664-1800  
stonehilldesign@att.net

**SCHEDULE D**

**ADDRESSES TO WHOM NOTICES ARE TO BE SENT**

**GRANTOR:**

Midtown Baltimore LLC  
c/o RexCorp Realty  
625 RexCorp Plaza  
Uniondale, New York 11556  
Attn: Legal Counsel

The Council of Unit Owners of The Residences at the  
Inner Harbor, Baltimore, a Condominium, Incorporated  
801 Key Highway  
Baltimore, Maryland 21230  
Attn: President

**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, 8<sup>th</sup> Floor  
Baltimore, Maryland 21202

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

IMP FD SURE \$ 20.00  
 RECORDING FEE 75.00  
 TOTAL 95.00  
 Recd # 35061  
 RMC TB  
 Blk # 276  
 Sep 08, 2008 12:53 PM

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 08002 35061  
 08002 35061

2008 SEP - 8 P112:49

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Circuit Court for  
BALTIMORE CITY  
Clerk of the Court,  
FRANK M. CONAWAY, CLERK  
LAND RECORDS  
100 N. CALVERT ST., ROOM 610  
BALTIMORE CITY, MD 21202-  
(410) 333-3760

Transaction Block: 276  
Ref: 65  
DEED TRUST R/FEE \$75            AMOUNT  
IMP FD SURE \$20                20.00  
RECORDING FEE 75               75.00  
  
SUBTOTAL:                        95.00  
  
TOTAL CHARGES:                  95.00  
  
PAYMENTS  
CHECK                            95.00  
  
TOTAL TENDERED:                95.00

Cashier: TB Reg # BC08  
Rcpt # 35061  
Date: Sep 08, 2008    Time: 12:54 pm