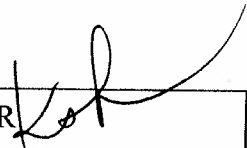



FROM	NAME & TITLE	KAREN S. HILTON, ACTING DIRECTOR 	CITY of BALTIMORE MEMO	
	AGENCY NAME & ADDRESS	DEPARTMENT OF PLANNING 417 E. FAYETTE STREET, 8 TH FLOOR		
	SUBJECT	PROMENADE EASEMENT AGREEMENTS FOR SWANN'S WHARF DEVELOPMENT		

TO DATE: February 24, 2003

Honorable President and Members
of the Board of Estimates
Room 204, City Hall

Dear President and Members:

ACTION REQUESTED OF THE BOARD OF ESTIMATES:

The Board is requested to approve the execution of a permanent and interim Pedestrian Promenade Easement Agreements with The Belt's Corporation for the property known as 935 South Wolfe Street.

AMOUNT OF MONEY AND SOURCE OF FUNDS:

N/A

BACKGROUND/EXPLANATION:

As an objective to complete Baltimore's Waterfront Promenade system, the Fells Point Urban Renewal Plan requires waterfront property owners to include a permanent promenade when their property is redeveloped from industrial to commercial or residential use. The Plan also requires the property owner donate to the City of Baltimore a public easement over said promenade area. Some waterfront sites are additionally required to grant public access areas from public streets to connect to the promenade system.

The Swann's Wharf property is proposed to be redeveloped as a townhouse/multi-family community. The permanent promenade easement agreement will guarantee public access along the waterfront on this site. The interim promenade easement agreement will allow for public pedestrian access from Fell Street to the waterfront promenade. Eventually this promenade will link with proposed promenades to the north at the Union Wharf development site and to the south with the proposed Henderson's Fastland development site.



Honorable President and Members of the Board of Estimates

Page 2

February 24, 2003

Re: PROMENADE EASEMENT AGREEMENTS FOR SWANN'S
WHARF DEVELOPMENT

The Swann's Wharf development has gone through a lengthy community and city review process. The plans for the development and the location for the promenade and access corridor conform to the requirements set forth by the Fells Point Urban Renewal Area.

KSH/RMQ/jh

APPROVED BY THE BOARD OF ESTIMATES

Bernice St. Taylor

Clerk

MAR 05 2003

Date

BALTIMORE BELIEVE

1-866-BELIEVE • www.baltimorebelieve.com

**PEDESTRIAN PROMENADE
EASEMENT AGREEMENT**

MAR 05 2003

THIS AGREEMENT, is made this _____ day of December, 2002, by and between The Belt's Corporation (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 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 easement for pedestrian ingress and egress in, over and through the property described in Schedule A (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.

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 twenty-four (24) hours a day 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, 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, in its exercise of the easement, allow the use of the Easement Area for and only for pedestrian access, by its officers, employees, agents, and members of the general public.

4. Easement Improvements. The City, through its contractor, shall construct the bulkhead and brick Promenade on the Property as set forth in Schedule A (the "Easement Improvements") within two (2) years from the date of this Agreement. The Grantor shall execute rights of entry and temporary construction easements as may be required by the City or its contractor to complete said Easement Improvements.

5. Maintenance and Repairs. After final completion of the bulkhead and brick promenade by the City as aforesaid, 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 or liability for bodily injury, death or property damage arising out of the negligence 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.

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

12. Failure of City to Construct Bulkhead and Permanent Brick Promenade. Should the City fail to construct the bulkhead and permanent brick promenade on the Property of Grantor within two (2) years from the date of this Agreement, as shown on Schedule A, this Agreement shall immediately cease and terminate and be without further force or effect, subject to force majeure. However, if the City or its contractor has commenced construction within the two (2) year period and is diligently pursuing same, the Grantor will grant the City reasonable extensions in order to allow completion of scope of work and this Easement shall not terminate.

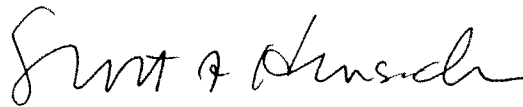
SCHEDULE A: Plan of Easement Area with Improvements


SCHEDULE B: Special Restrictions

SCHEDULE C: Addresses to Whom Notices Concerning This Agreement Are To Be Sent

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

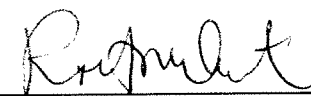
ATTEST/WITNESS:



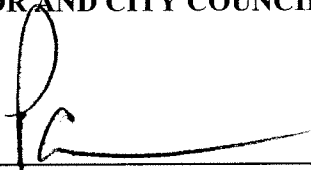

_____ (SEAL)

S. A. BROWN, III

ATTEST/WITNESS:



MAYOR AND CITY COUNCIL OF BALTIMORE

By: 
_____ (SEAL)

Printed Name: PAUL T. GRAZIANO

Title: COMMISSIONER DTED

APPROVED BY THE BOARD OF ESTIMATES:

MAR 05 2003

Approved as to legal form and sufficiency
this 27th day of December, 2002.

Richard C. Kagan

Assistant City Solicitor

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 17th day of December, 2002, 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 Pedestrian Promenade Easement Agreement and acknowledged that he executed the same for the purposes herein contained as his own free and voluntary act.

Susan B. Brown

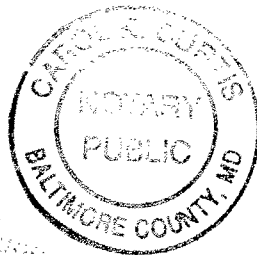
Susan B. Brown

Notary Public

My Commission Expires: 12/1/04

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

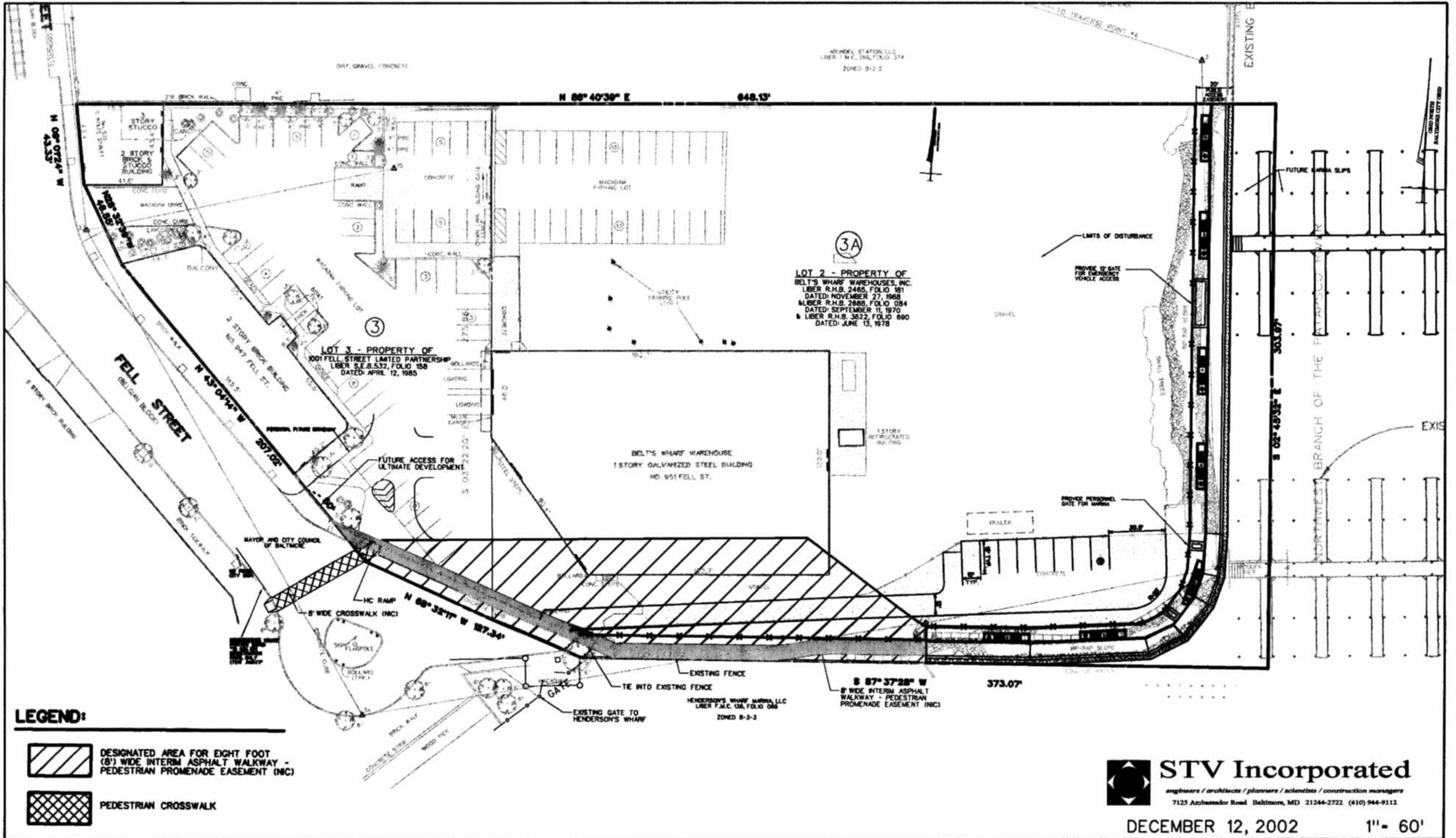
I HEREBY CERTIFY, that on this 29th day of December, 2002, before me, the undersigned Notary Public of said State, personally appeared Paul T. Graziano, known to me (or satisfactorily proven), to be the Commissioner of the Mayor and City Council of Baltimore's Office, and that he/she executed the foregoing Pedestrian Promenade Easement Agreement and acknowledged that he/she executed the same for and on behalf of the City for the purposes herein contained as its free and voluntary act.



Carol K Curtis

Notary Public

My Commission Expires: 5-1-04



SCHEDULE A

STV Incorporated
 engineers / architects / planners / scientists / construction managers
 7125 Annapolis Road, Baltimore, MD 21244-2722 (410) 944-9112

DECEMBER 12, 2002 1" = 60'

SCHEDULE B

Owner reserves the right to temporarily close the Easement Area for safety reasons during any construction at the site and for the duration of such construction.

SCHEDULE C
PARTIES TO WHOM ALL NOTICES SHALL BE SENT

RE: 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. Commissioner
Baltimore City Department of Housing and Community Development
417 E. Fayette Street, Room 1300
Baltimore, MD 21202

4. Coordinator, Mayor's Promenade Task Force
Department of Planning
417 E. Fayette Street, Room 1201
Baltimore, MD 21202

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

6. Michael J. Haley
Enhancement Program Manager
Office of Planning
And Preliminary Engineering
State Highway Administration
707 N. Calvert Street
Mail Stop 502
Baltimore, MD 21202

**INTERIM
PEDESTRIAN PROMENADE
EASEMENT AGREEMENT**

MAR 05 2003

THIS AGREEMENT, is made this _____ day of December, 2002, by and between THE BELT'S CORPORATION (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 interim pedestrian promenade easement (hereinafter referred to as "interim easement" or easement") to be part of the Baltimore Waterfront Promenade.

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 eight (8) foot wide interim easement for pedestrian ingress and egress in, over and through certain portions of the property described in Schedule A (hereinafter "Easement Area") for a public walkway. The easement and walkway shall connect the permanent brick promenade to be constructed by the City upon the Property of Grantor, to Fell Street. The easement and walkway shall be located within the area designated on Schedule A shaded in grey, however, the final location is dependent on site plan layout of Grantor's future development plans. The final location of the easement and walkway chosen by the Grantor within the designated area and the design of the walkway shall be subject to the prior review and approval of the City. 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. Duration of Easement. This easement shall continue in existence until such time as a temporary, interim, or permanent pedestrian promenade easement agreement is entered into by the owner of the property which is located to the south of Grantor's Property, known as Henderson's Wharf, which would then serve to make a connection between the permanent brick promenade, to be constructed by the City on Grantor's Property, with the existing wood and brick walkway which presently exists around the existing multi-story historic brick building located on Henderson's Wharf property. At such time, this Agreement shall immediately cease and terminate and be without further force or effect.

3. 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 twenty-four (24) hours a day 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, 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.

4. 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 and only for pedestrian access, by its officers, employees, agents, and members of the general public.

5. Easement Improvements. Within one (1) year following the Completion by the City of the bulkhead and permanent promenade to be constructed on the property of The Belt's Corporation, as shown on the attached Schedule A, Grantor shall (a) choose a final location for the easement and walkway within the area designated on Schedule A; and (b) construct at Grantor's expense an eight (8) foot wide public walkway of either blacktop or concrete (at Grantor's choice), which walkway shall connect the said permanent brick promenade to be constructed by the City on Grantor's property as aforesaid, to Fell Street, being approximately one hundred eighty (180) feet in length. As aforesaid, the exact location chosen by Grantor for the easement and walkway within the designated area and design of the walkway shall be subject to the prior review and approval of the City. As used herein, the term "Completion" shall mean written acceptance by the Department of Public Works that the work has been completed in a manner consistent with the Plans and Specifications.

6. Maintenance and Repairs. After construction of the Easement Improvements by Grantor, 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.

7. Insurance and Indemnification. The Grantor 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 negligence 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.

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 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 or unlawful use of the Easement Area during the Easement Hours by any person.

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. No default, action or inaction shall give any party the right to terminate this Agreement or to deny access to the Easement Area.

9. Failure of City to Construct Bulkhead and Permanent Brick Promenade. Should the City fail to construct the bulkhead and permanent brick promenade on the Property of Grantor within two (2) years from the date of this Agreement, as shown on Schedule A, this Agreement shall immediately cease and terminate and be without further force or effect, subject to force majeure. However, if the City or its contractor has commenced construction within the two (2) year period and is diligently pursuing same, the Grantor will grant the City reasonable extensions in order to allow completion of scope of work and this Easement shall not terminate.

10. 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.

11. Amendment. Any amendment of 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.

SCHEDULE A: Plan of Easement Area with Improvements

SCHEDULE B: Special Restrictions

SCHEDULE C: Addresses to Whom Notices Concerning This Agreement Are To Be Sent

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:

[Signature] (SEAL)
S. A. BROWN, III

ATTEST/WITNESS:

MAYOR AND CITY COUNCIL OF BALTIMORE

[Signature] (SEAL)
By: [Signature]
Printed Name: PAUL T. GRAZIANO
Title: COMMISSIONER DTED

Alternate City Councilor of the City

Approved as to legal form and sufficiency
this 27th day of December, 2002.

[Signature]
Assistant City Solicitor

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 17th day of December, 2002, 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 Interim Pedestrian Promenade Easement Agreement and acknowledged that he executed the same for the purposes herein contained as his own free and voluntary act.

[Signature]
Susan B. Brown
Notary Public
My Commission Expires: 12/1/04

Approved by [Signature]

MAR 05 2003
[Signature]

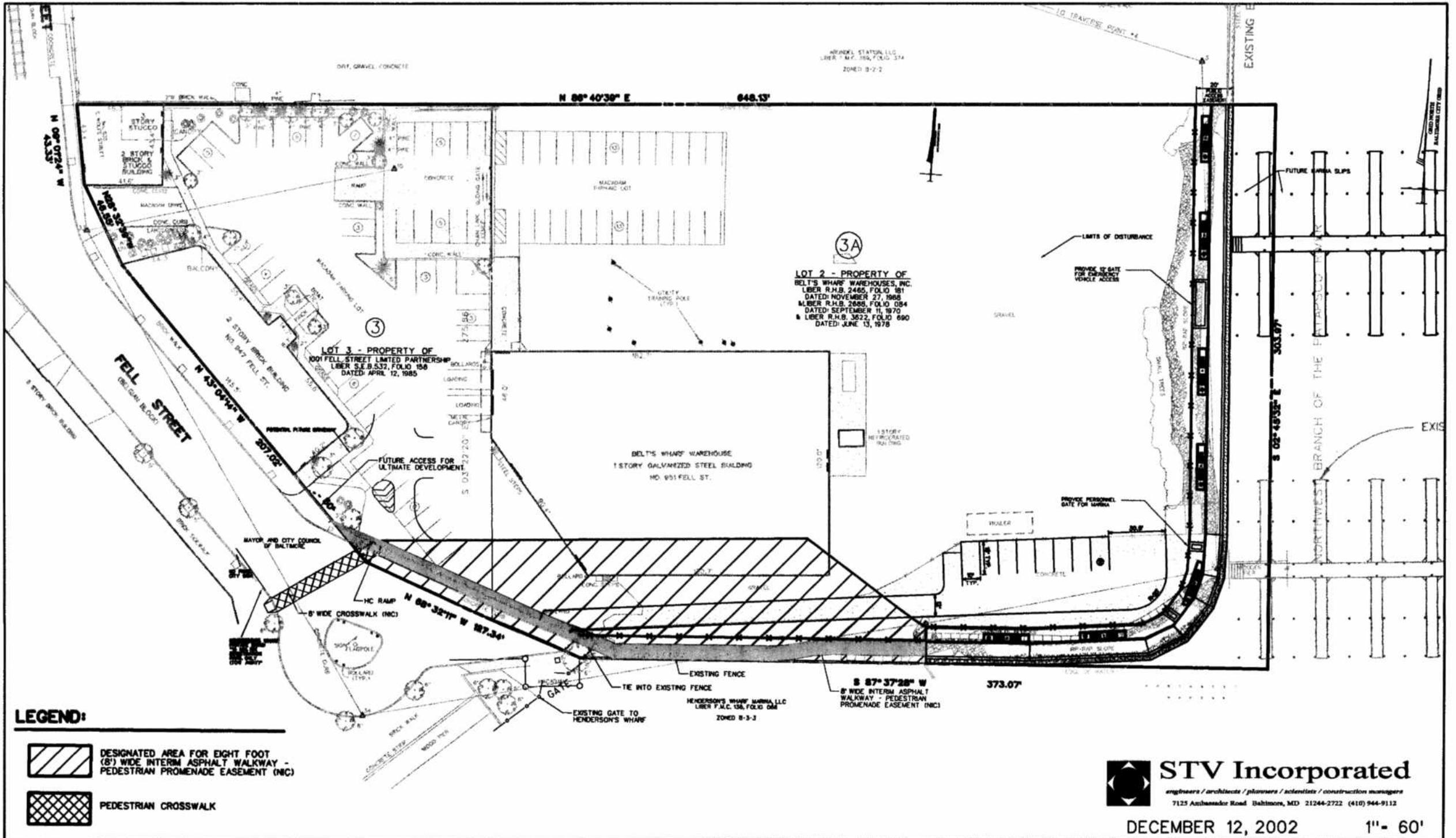
STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

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Carol K. Curtis
Notary Public
My Commission Expires: 5-1-04

03tx2823.sbb



SCHEDULE B

Owner reserves the right to temporarily close the Easement Area for safety reasons during any construction at the site and for the duration of such construction.

SCHEDULE C
PARTIES TO WHOM ALL NOTICES SHALL BE SENT

RE: 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
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The Belt's Corporation
949 Fell Street
Baltimore, MD 21231
3. Commissioner
Baltimore City Department of Housing and Community Development
417 E. Fayette Street, Room 1300
Baltimore, MD 21202
4. Coordinator, Mayor's Promenade Task Force
Department of Planning
417 E. Fayette Street, Room 1201
Baltimore, MD 21202
5. Baltimore City Law Department
City Hall, Room LL 31
100 N. Holliday Street
Baltimore, MD 21202
6. Michael J. Haley
Enhancement Program Manager
Office of Planning
And Preliminary Engineering
State Highway Administration
707 N. Calvert Street
Mail Stop 502
Baltimore, MD 21202