

BA 781-05 Carr-Lowery  
Grad. Permit

MSA-S-1829-4787

Comment

id/08/25

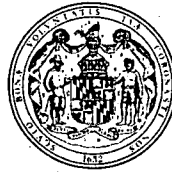
Comm

4(a)

10/27/18 initial cleaning D.S.

Robert L. Ehrlich, Jr.  
Governor

Michael S. Steele  
Lt. Governor



Martin G. Madden  
Chairman

Ren Serey  
Executive Director

**STATE OF MARYLAND  
CRITICAL AREA COMMISSION  
CHESAPEAKE AND ATLANTIC COASTAL BAYS**

1804 West Street, Suite 100, Annapolis, Maryland 21401  
(410) 260-3460 Fax: (410) 974-5338  
[www.dnr.state.md.us/criticalarea/](http://www.dnr.state.md.us/criticalarea/)

April 27 2006

Mr. Otis Rolley  
Director  
Baltimore City Department of Planning  
417 East Fayette Street, 8<sup>th</sup> Floor  
Baltimore, Maryland 21202

RE: Carr-Lowrey Critical Area Conservation Easement

Dear Mr. Rolley:

We have reviewed the conservation easement for the Carr-Lowery site. The easement language indicated it runs the length of the shoreline along the property. The terms of the easement agreement will need to be amended in order to facilitate the new development. Because conservation easements are generally only amended if there is no loss to conservation value, the new land would be created prior to the easement amendment. We recommend the new amended language for the current conservation easement be as follows:

**WHEREAS**, Grantor and Grantee entered into a Deed Conservation Easement on November 2, 1990 as recorded among the Land Records of Baltimore City, Maryland at Liber 2739, page 40 (the "*Original Easement*");

**WHEREAS**, Grantor desires to replace the Property described in the Original Easement with newly created land and Grantee agrees; and

**WHEREAS**, Grantor and Grantee desires to amend the Original Easement and its terms and restrictions to the newly created land.

Continued, Page Two  
Carr- Lowrey Critical Area Conservation Easement  
April 27, 2006

A new Exhibit A describing the land will need to be drafted. In the body of the easement amendment, the following language is needed: *"Exhibit A shall be deleted in its entirety and replaced with the attached Exhibit A."*

The City may want to require a letter agreement prior to any action taking place on the property. This would allow you to require the developer to pay for all costs associated with the amendment and new plantings, as well as to give you an opportunity to review and approve the new shoreline planting plan.

Please submit a copy of the amended conservation easement agreement with Exhibit A attached and a shoreline landscaping plan for the proposed development for our review and comments. If you have any questions, please call me at (410) 260-3483.

Sincerely,

  
Dawnn McCleary  
Natural Resources Planner

cc: Duncan Stuart, Planner  
Marianne Mason, Asst. Attorney General  
Saundra K. Canedo, Asst. Attorney General  
Ren Serey, Critical Area Commission  
Regina Esslinger, Critical Area Commission  
BA 781-05

Robert L. Ehrlich, Jr.  
Governor



Martin G. Madden  
Chairman

Michael S. Steele  
Lt. Governor

Ren Serey  
Executive Director

**STATE OF MARYLAND  
CRITICAL AREA COMMISSION  
CHESAPEAKE AND ATLANTIC COASTAL BAYS**

1804 West Street, Suite 100, Annapolis, Maryland 21401  
(410) 260-3460 Fax: (410) 974-5338  
[www.dnr.state.md.us/criticalarea/](http://www.dnr.state.md.us/criticalarea/)

December 23, 2005

Mr. Duncan Stuart  
Environmental Planner  
Baltimore City Department of Planning  
417 East Fayette Street, 8th Floor  
Baltimore, Maryland 21202

RE: Carr-Lowery Grading Permit  
2201-2203 Kloman Street

Dear Mr. Stuart:

This office understands that the applicant is proposing to cap the site with clean fill soil to contain contaminants under the Maryland Department of the Environment's Brownfield's Remediation Voluntary Clean-up Program. The site is 18.24 acres with 0.983 acres in an Intensely Developed Area. This office does not oppose the grading and stockpiling of soil on site as necessary to contain contaminants.

We understand from the consultant that fill will not be placed in the existing Conservation Easement as this time. We also understand from a conversation with the consultant during our December 19, 2005 site visit that the City is currently reviewing how the Conservation Easement will fit into the applicant's proposed development, including a proposal to bulkhead and fill in the Conservation Easement. We are reviewing the Conservation Easement in light of this proposed development and the prior use of Buffer funds to establish the easement vegetation.

If there are any questions, please feel free to call me at (410) 260-3483.

Sincerely,

A handwritten signature in cursive script that reads "Dawnn McCleary".

Dawnn McCleary  
Natural Resources Planner

cc: Regina Esslinger  
BA 781-05

**OFFICE OF THE ATTORNEY GENERAL**

for the

Department of Natural Resources

580 Taylor Avenue C4

Annapolis, Maryland 21401

(410) 260-8356

(410) 260-8364 (fax)

March 23, 2006

**MEMORANDUM**

**TO:** Dawnn McCleary

**FROM:** Sandra K. Canedo *SKC*

**RE:** Carr-Lowrey Critical Area Conservation Easement

Marianne Mason asked that I review the above referenced easement to determine what is permitted under the terms of the easement. This easement runs with the land and is assignable to another party. The easement is held specifically for conservation purposes and prohibits the following: industrial and commercial activities; dumping of soil, trash, ashes, garbage, waste and other materials (soil, rock and other material allowed for maintenance of the vegetation); excavation, dredging, mining and removal of loam, gravel, soil, rock, etc (except to combat erosion or flooding). The removal of vegetation is limited to that which is necessary to maintain the natural character.

It is clear that the terms of this easement will need to be amended in order to facilitate the contemplated project. Generally, conservation easements are only amended if there is no loss to conservation value. In this case that would require that the new land be created prior to the easement amendment. I would assume that the amendment would merely change the location of the easement area rather than extinguish and then create a new easement. The necessary language is as follows:

WHEREAS, Grantor and Grantee entered into a Deed of Conservation Easement on November 2, 1990 as recorded among the Land Records of Baltimore City, Maryland at Liber 2739, page 40 (the "Original Easement");

WHEREAS, Grantor desires to replace the Property described in the Original Easement with newly created land and Grantee agrees; and

WHEREAS, Grantor and Grantee desire to amend

the Original Easement to allow a transfer of the Original Easement and its terms and restrictions to the newly created land.

There will need to be a new Exhibit A describing the land. In the body of the easement amendment you will need language such as, "Exhibit A shall be deleted in its entirety and replaced with the attached Exhibit A."

The City may want to require a letter agreement prior to any action taking place on the property. This would allow them to require the developer to pay for all costs associated with the amendment and new plantings, as well as give them an opportunity to review and approve the new shoreline planting plan.

Please let me know if you require anything further.

cc: Marianne Mason

**OFFICE OF THE ATTORNEY GENERAL**

For the

**Department of Natural Resources**

**Tawes State Office Building, C4**

**580 Taylor Avenue**

**Annapolis, MD 21401**

**Fax (410)260-8364**

**FACSIMILE COVER SHEET**

DATE: 3/23/06

TO: Dawn Mc Cleary

PHONE NO: (410) 260-3483 FAX NO: (410) 974-5338

FROM: Alexandra Canedo Esq.

PHONE NO: (410) 260-8356 FAX NO: (410) 260-8364

SPECIAL INSTRUCTIONS: Please see attached memo  
Thank you.

TOTAL NUMBER OF PAGES 3 (Including this page)

**CONFIDENTIALITY NOTICE:** This facsimile contains information which may also be privileged and which is intended only for the use of the Addressee(s) named above. If you are not the intended recipient, you are hereby notified that any dissemination or copying of this facsimile, or the taking of any action in reliance on the contents of this telecopied information, may be strictly prohibited. If you have received this facsimile in error, please notify us immediately by telephone and return the entire facsimile to us at the above address via the U.S. Postal Service.



NOV 02 1990

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT made this day of \_\_\_\_\_, 1990, by and between CARR LOWREY, INC., a body corporate of the State of Maryland, party of the first part, Grantor, and MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland, Grantee.

WITNESSETH:

WHEREAS, the Grantee is the recipient of an Urban Forestry/Critical Area Grant for the purpose of improving the water quality of the Chesapeake Bay by reducing erosion, runoff and sedimentation and enhancing fish and wildlife habitat; and

WHEREAS, in order to implement the provisions and carry out the responsibilities of the aforementioned Grant, and to preserve and protect the environment the Grantee has requested that the Grantor execute this Agreement; and

WHEREAS, the Grantor is the owner of the hereinafter described tract or parcel of land located in Baltimore City, Maryland, and desires to grant a non-possessory interest in said land to the Grantee, thereby restricting and limiting the use of the land in an effort to conserve its natural character.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor for itself, its successors and assigns, does grant and convey, to the Grantee, its successors and assigns, a Conservation Easement in, on and over the hereinafter described tract or parcel of land, subject to the covenants, conditions, limitations and restrictions hereinafter set forth, so as to constitute an equitable servitude thereon, that it to say:

LIBR 2734 PHE040

7626

79583

TRANSFER TAX NOT REQUIRED  
WILLIAM R. BROWN, JR.  
DIRECTOR OF FINANCE

PER *[Signature]*  
ALTERNATE SIGNATURE

ALL that certain tract or parcel of land as described in Exhibit A attached hereto and make a part hereof.

AND the Grantor covenants for and on the behalf of itself, and its, successors and assigns, with the Grantee, its successors and assigns, to do and refrain from doing upon the above described land all and any of the various acts set forth, it being the intention of the parties that the said land shall be preserved as a vegetated shoreline buffer strip in accordance with the provisions of this Agreement, and that the covenants, conditions, limitations and restrictions hereinafter set forth, are intended to limit the use of the above described land and are to be deemed and construed as real covenants running with the land.

DURATION OF CONSERVATION EASEMENT. This Conservation Easement shall be perpetual in duration and it shall constitute an easement in gross. As such it is inheirtable and assignable and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by Grantee against Grantor and its successors and assigns.

PROHIBITED AND RESTRICTED ACTIVITIES. Industrial or commercial activities are prohibited on the Property. The display of billboards, signs or other advertisements is prohibited on or over the Property, except to advertise the horticultural, silvicultural and naturalistic uses of the Property and to provide lane markers for use during rowing regattas.

Dumping of soil, trash, ashes, garbage, waste or other materials on the Property is prohibited, except that soil, rock, other earth materials, vegetative matter or compost may be placed as may be reasonably necessary for maintenance of the vegetation on the Property.

MISCELLANEOUS. Grantee may assign, upon prior written notification to Grantor, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code; and, if any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, the easement and rights of enforcement shall revert to Grantee; and if Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantor, its successors or assigns, shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee; any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code. No assignment may be made by Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the conservation purposes of this Conservation Easement.

Grantor agrees for itself, and its successors and assigns, to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Grantor further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

Grantee agrees to hold this Conservation Easement exclusively for conservation purposes, as defined in section 170(h)(4)(A) of the Internal Revenue Code.

The provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions applicable to the property.

1 2739 443

Excavation, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, petroleum and other materials is prohibited, except for the purpose of combatting erosion or flooding. Removal of vegetation shall be limited to that necessary to maintain the natural character of the site.



ENFORCEMENT AND REMEDIES. Upon any breach of the terms of this Conservation Easement by Grantor, Grantee may, after reasonable notice to Grantor, exercise any or all of the following remedies:

(1) institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction; and

(2) require that the Property be restored promptly to the condition required by this Conservation Easement.

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

No failure on the part of Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

Grantee, its successors and assigns, has the right, with reasonable notice to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantor or its successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement. This right of inspection does not include access to the interior of buildings and structures.

PUBLIC ACCESS. The granting of this Conservation Easement does not convey to the public the right to enter the property for any purpose whatsoever.

739 631 42

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, forever The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the above described property.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year above written.

WITNESS:

CARR LOWREY, INC.

*[Signature]* BY: *[Signature]*

MAYOR AND CITY COUNCIL OF BALTIMORE

*[Signature]* BY: *[Signature]*

APPROVED: BOARD OF ESTIMATES

DEC 19 1990  
Date

*[Signature]*  
Clerk

APPROVED as to form and legal sufficiency.

*[Signature]*

Being page 5 of Deed of Conservation Easement between Mayor and City Council of Baltimore and Carr Lowrey, Inc.

1512739 1A5E044

STATE OF MARYLAND, *City of Balto*, TO WIT:  
I HEREBY CERTIFY, That on this *31<sup>st</sup>* day of *Oct* 1994 in

the year one thousand nine hundred and ninety, before me, the  
subscriber, a Notary Public of the State aforesaid, personally  
appeared *Marlyn J. Pruitt*, known to me  
(or satisfactorily proven) to be persons whose names are  
subscribed to the within instrument, and acknowledged that they  
executed the same for the purposes therein contained and in my  
presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official



*Spitz, C. Cadley*  
Notary Public

My Commission expires: *July 1, 1991*

STATE OF MARYLAND, *City of Baltimore*, TO WIT:

I HEREBY CERTIFY, That on this *27* day of *Oct*, in  
the year one thousand nine hundred and ninety, before me, the  
subscriber, a Notary Public of the State aforesaid, personally  
appeared *E Lee Love*, known to me  
(or satisfactorily proven) to be persons whose names are  
subscribed to the within instrument, and acknowledged that they  
executed the same for the purposes therein contained and in my  
presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official  
seal.

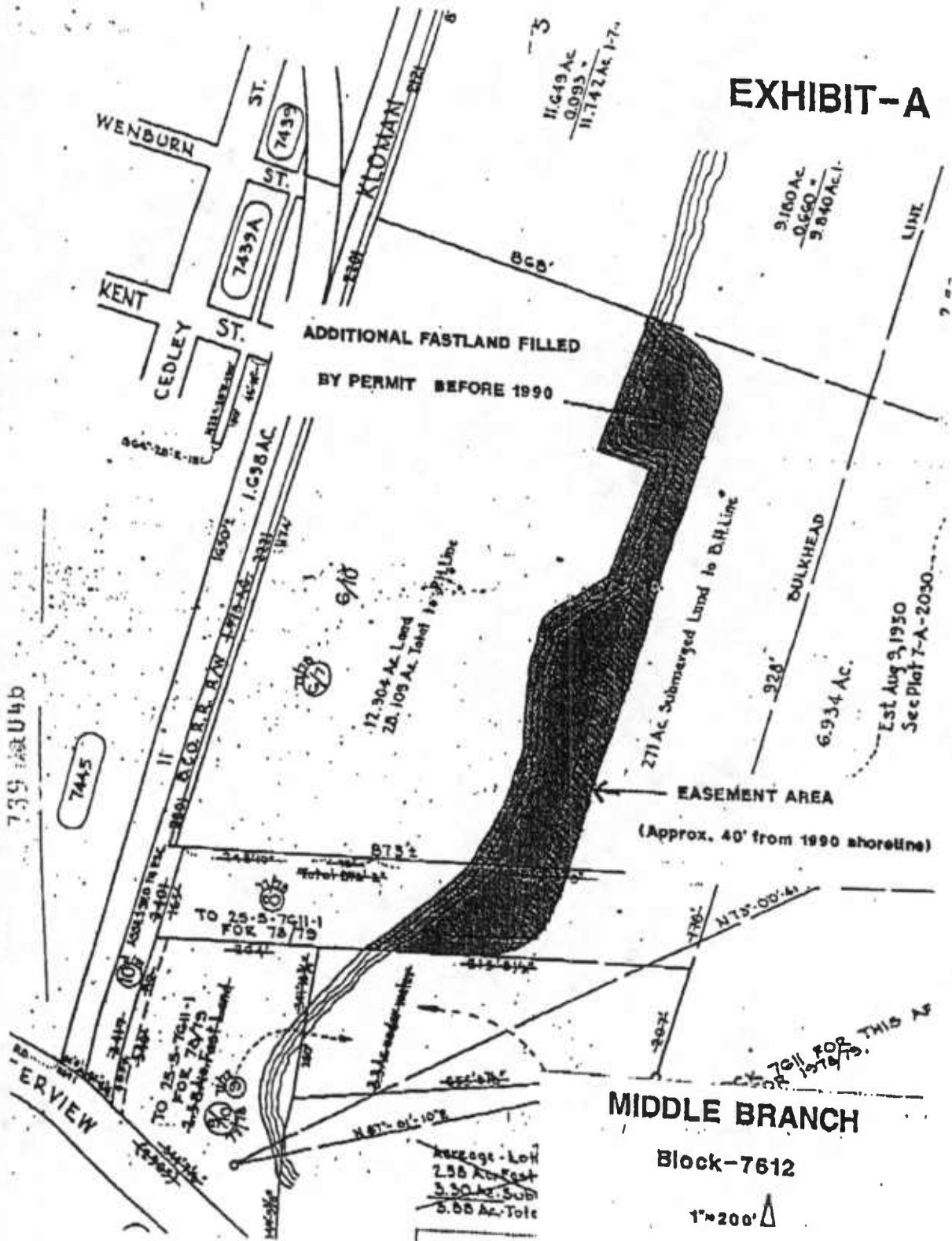
*Spitz, C. Cadley*  
Notary Public

My Commission expires: *July 1, 1991*

2739 PAGE 045



# EXHIBIT-A



11.649 Ac  
0.095  
11.742 Ac 1-7"

9.160 Ac  
0.650  
9.840 Ac

12.304 Ac Land  
28.109 Ac. Total to B.H. Line

Est Aug 9, 1950  
Sec Plat T-A-2030

7445

735 604b

ERVIEW

Kerzegt - Lot  
2.58 Ac. Rest  
3.50 Ac. Sub  
5.08 Ac. Total

1"=200'

000175-2002-139-NE-047

DEED OF CONSERVATION EASEMENT

City of Baltimore, Inc.

Board and City Council of Baltimore

*766*

RECEIVED FOR RECORD  
JAN 25 1997 11:00 O'CLOCK  
SER. N. 2738 POLD/10  
ONE OF THE 6 COPIES RECORDS OF  
BALTIMORE CITY AND EXAMINED  
BY

ALLEN

RECORDED  
JAN 25 1997 11:00 O'CLOCK

City of Baltimore, Inc.  
435 N. E. BALTIMORE



Joe Silberman (Seal)  
Louis Kahn (Seal)  
Sarah Kahn (Seal)

Notary M Reopass  
STATE OF MARYLAND BALTIMORE CITY TO WIT I HEREBY CERTIFY that on this 21st day of May in the year one thousand nine hundred and twenty four before me the subscriber a Notary Public of the State of Maryland in and for the City aforesaid personally appeared Joseph Silberman Louis Kahn and Sarah Kahn his wife the within named Mortgagee and severally acknowledged the foregoing mortgage to be their respective act at the same time also appeared S Page agent of the within named mortgagee and made oath in due form of law that the condition set forth in said mortgage is true and bona fide as therein set forth and also swore that he is agent of the mortgagee IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal the day and year aforesaid

(Notarial Seal) Homer M Reopass Notary Public

Record for record-recorded & exd May 22nd 1924 at 2.51 O'clock P M Stephen C Little Clerk  
FOR VALUE RECEIVED The Johns Hopkins University hereby releases the within mortgage and the debt secured thereby WITNESS the corporate seal of the said The Johns Hopkins University and the signature of its Vice President hereto  
TEST Joseph S Ames (The Johns Hopkins )  
(University Baltimore )  
(Maryland 1878)  
JOHNS HOPKINS UNIVERSITY  
BY Blawhard Randall Vice President  
Received for record recorded & EXD Mar 16 1928 @ 130 O'CLK PM Stephen C Little CLK  
Notes Attached

Deed to Carr Baltimore Company  
Deed to Carr Lowrey Glass Co of Balto Co  
THIS DEED made this twenty first day of May in the year one thousand nine hundred and twenty four by and between the South Baltimore Company a body corporate party of the first part and The Carr Lowrey Glass Company of Baltimore a corporation of the State of Maryland party of the second part WITNESSETH that in consideration of the sum of five dollars and other valuable considerations this day paid receipt whereof is hereby acknowledged the said party of the first part doth hereby grant and convey unto the said party of the second part its successors and assigns in fee simple all that lot of ground situate in Baltimore City in the State of Maryland and described as follows that is to say BEGINNING for the same on the southeast side of Kleanan Street at the distance of two hundred and fifty feet southwesterly from the point where the side of Kleanan Street would be intersected by the northeast side of Kent Street if said street of Kent Street were produced southeasterly across said Kleanan Street said place of beginning being at the end of the first line of the parcel of ground described in the deed from South Baltimore Company to the Carr Lowrey Glass Company dated November 7 1904 and recorded among the Land Records of Baltimore County in Liber W P C No 281 folio 84 etc and thence binding on the southeast side of Kleanan Street south twenty five degrees and thirty one minutes and fifty seconds west six hundred and seventy feet to the south outline of the property of the South Baltimore Company thence binding thereon south eighty degrees thirty one minutes and ten seconds east two hundred and sixty feet and ten and one half inches to a stone marked "T.H.C.-W.P.D." standing on the west shore of the Middle Branch of the Chesapeake River thence binding on said shore northeasterly six hundred and sixty five feet or less to the end of the second line of the above mentioned parcel of land conveyed from South Baltimore Company to The Carr Lowrey Glass Company and thence binding on said line easterly north sixty four degrees twenty six minutes and ten seconds west three

hundred and fifty four feet to the place of beginning Containing four and fifty five one  
 hundredth the acres of land more or less THE courses in the above description are referred to  
 the true meridian based upon the United States Coast Survey of Baltimore Harbor BM186 a part  
 of the land which by deed dated July 8 1857 and recorded among the Land Records of Baltimore  
 County in Liber H M F No 19 folio 305 was granted and conveyed by Nicholas Popplein et al  
 unto the said party of the first part in fee simple THE foregoing property is hereby con-  
 veyed subject to the following leases One to George T Richards dated April 3rd 1924 (1) and  
 to The Iroquois Canoe Club Inc the terms of which are set out in a letter from the said  
 agent to the agent of the South Baltimore Company dated March 31 1924 (3) one to Constantine  
 Marsly dated September 2 1922 IT IS HEREBY UNDERSTOOD AND AGREED That any street or street  
 mentioned in the foregoing description shall not be considered as dedicated to public use  
 but mentioned only for convenience of description and for no other purpose and said street  
 or streets and all the right title interest or estate of the South Baltimore Company there-  
 in shall be excepted and reserved to itself but use of Klowan Street and of Kent Street  
 opened from the west side of Klowan Street to a point west ten hundred and sixty eight  
 six inches is hereby given to the said party of the second part its successors and assigns  
 and it is further agreed by the parties hereto that the said party of the second part its  
 successors and assigns will conform to the grade of Klowan Street as the same is deter-  
 mined and fixed by the Plat of the South Baltimore Company made by S J Kartenet and Company sur-  
 veyors and now in the possession of the South Baltimore Company TOGETHER with the buildings  
 and improvements thereupon and the rights alleys ways waters privileges appurtenances and  
 advantages to the same belonging or in anywise appertaining and especially any and all the  
 riparian rights in anywise belonging to the above described parcel of land TO HOLD AND TO  
HOLD the said lot of ground and premises with the improvements and appurtenances aforesaid  
 unto The Carr Lowrey Glass Company of Baltimore County its successors and assigns in fee  
 simple AND the said party of the first part covenants that it will warrant specially the  
 property hereby granted and conveyed and that it will execute such further assurances of  
 said land as may be requisite IN WITNESS WHEREOF the said party of the first part has  
 caused its corporate seal to be hereto affixed and its President to set his hand hereto  
 Test Raleigh T Lilley  
 Treasurer  
 Mary M Wimmer

{ The South Baltimore Co }  
 Incorporated 1832

The South Baltimore Company  
 By William H Whitridge  
 President

STATE OF MARYLAND CITY OF BALTIMORE TO WIT I HEREBY CERTIFY that on this twenty first day  
 of May in the year one thousand nine hundred and twenty four before me the subscriber  
 Notary Public of the State of Maryland in and for the City of Baltimore aforesaid person  
 appeared William H Whitridge President of The South Baltimore Company the within named  
 person and acknowledged the foregoing deed to be the act of said body corporate IN WITNESS  
WHEREOF I hereunto set my hand and affix my notarial seal  
 (Notarial Seal) Mary M Wimmer Notary Public

Deed for record-recorded and exd May 22nd 1924 at 2.50 O'clock P.M Stephen C Little Clerk

221 Jacob Casper & Co  
 Mortgage to  
 1850 Altamont Bldg & Loan Assn } THIS MORTGAGE made this 20th day of May in the year one thousand  
 nine hundred and twenty four between Jacob Casper and Pauline  
 Casper his wife of the City of Baltimore in the State of Mary-  
 land and The Altamont Building and Loan Association a body corporate duly incor-  
 porated WHEREAS the said Jacob Casper and Pauline Casper his wife being members of  
 said body corporate have received therefrom a loan of Six hundred Dollars

BA 781-05

MARTIN O'MALLEY  
Mayor



OTIS ROLLEY III  
Director

November 17, 2005

Ms. Dawnn McCleary  
Chesapeake Bay Critical Area Commission  
1804 West Street, Suite 100  
Annapolis, Maryland 21401

RE: Grading Permit for Carr Lowery, 2201-2301 Kloman Street

Dear Ms. McCleary: *Dawnn,*

I write to provide you with site plans of a proposed grading and stockpiling permit (2005-#1498) at the old Carr-Lowery glass manufacturing plant in Westport on the Middle Branch of the Patapsco. The owner of the site, Inner Harbor West LLC, proposes to cap the site with clean fill to contain contaminants found during environmental investigations. The site is a Brownfield and is being reviewed under MDE's Brownfield Voluntary Clean-Up Program; a Response Action Plan for the property is being reviewed by MDE and approval is forthcoming. Our local CAMP provides for such capping as outlined in the 2002 CAMP manual:

**"Criteria for Brownfield Sites**

Brownfields are "abandoned, idled, or underused industrial or commercial facilities where expansion and redevelopment is complicated by real or perceived contamination." (U.S. EPA). Because many of these sites are in the Critical Area and because these sites are undergoing clean up that the City wishes to encourage, the City of Baltimore will work closely with developers to redevelop these sites; special provisions are applied to these sites.

To be considered a Brownfield, a site must be eligible for and participating in the Maryland Department of the Environment Brownfield Voluntary Cleanup Program (BVCP). Listed below are criteria for development of these sites:

1. If a paved/capped area is required as part of the Brownfields mitigation, that paving/capping is temporarily exempt from Critical Area fees;
2. The Brownfields property will remain exempt and payments deferred until a portion of the site is re-used, requiring a new occupancy permit or building permit. The property owner shall be required to provide a letter

**RECEIVED**

NOV 28 2005

CRITICAL AREA COMMISSION

Ms. McCleary  
Page 2  
November 17, 2005  
RE: Carr Lowery

to the Planning Department explaining that they understand this deferment and will convey this requirement to prospective buyers or tenants of the property;

3. When the building or occupancy permit application process is started, the site will have to comply with Critical Area regulations. Only if the capped/paved portion of the site is re-used as part of the new use or redevelopment will all Critical Area requirements have to be met for that portion of the site;

4. At the time the building or occupancy permit is requested, the stormwater quality standards must be met.

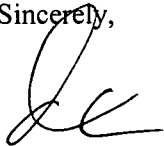
5. If more than 50% of a project is in the Buffer, the following shall apply and the following goals shall remain applicable:

- a) The project should minimize impact on the Buffer whenever possible;
- b) If there is a vegetated shoreline, it should be protected to the greatest extent possible;
- c) The Buffer fee may be 50% of the calculated Buffer fee (\$2.50 a square foot). See section V-H.

6. Brownfield expenses should not be used in calculating the total development costs for a project for the 2% maximum Buffer Offset Fee cap."

This permit (#1498) does not trigger "significant development" review because of the above section from the CAMP. Once new construction/redevelopment does begin on the site, the owner will be required to meet the CAMP requirements. If you have any further questions, please call Mr. Duncan Stuart of my staff at 410-396-5902 or e-mail him at [Duncan.stuart@baltimorecity.gov](mailto:Duncan.stuart@baltimorecity.gov).

Sincerely,



Otis Rolley III  
Director

OR/DS/ds

cc: Mr. Duncan Stuart, Department of Planning  
Ms. Tarita Coles, Department of Planning  
Mr. Thor Nelson, Department of Planning  
Ms. Beth Strommen, Department of Planning  
File

**RECEIVED**  
NOV 28 2005  
CRITICAL AREA COMMISSION



# STV Incorporated

7125 Ambassador Road, Suite 200  
Baltimore, Maryland 21244-2722  
(410) 944-9112 fax: (410) 298-2794

November 11, 2005  
21.00-3686-12271

Mr. Otis Rolley, III  
Director  
City of Baltimore  
Department of Planning  
Charles L. Benton Building, 8<sup>th</sup> Floor  
417 East Fayette Street  
Baltimore, Maryland 21202

Reference: Westport: Carr-Lowrey  
2201 Kloman Street  
Baltimore, Maryland

Dear Mr. Rolley:

Per your staff's request, STV is issuing this letter to document that the property owner understands and accepts the City's Chesapeake Bay Critical Area Management Program (CAMP) "Criteria for Brownfield Sites". A grading permit application (Plans Review #2005-1498) has been submitted to the City for capping the site with soil as shown in the Carr-Lowery Glass Company Property Response Action Plan. The criteria, from the 2002 CAMP Manual, are:

1. If a paved/capped area is required as part of the Brownfields remediation, that paving/capping is temporarily exempt from Critical Area fees;
2. The Brownfields property will remain exempt and critical area fee payments deferred until a portion of the site is re-used, requiring a new occupancy permit or building permit.
3. When the building or occupancy permit application is submitted, the site will have to comply with Critical Area regulations. If the capped portion of the site is altered in any way as part of the new use or redevelopment, all Critical Area requirements, including payment of fees, must be met for that portion of the site;
4. At the time the building or occupancy permit application is submitted, the stormwater quality standards must be met.



## STV Incorporated

City of Baltimore  
Mr. Otis Rolley

November 11, 2005  
Page 2

5. If more than 50% of the project is in the Buffer, the following shall apply:
  - a) The project should minimize impact on the Buffer whenever possible;
  - b) If there is a vegetated shoreline, it should be protected to the greatest extent possible;
  - c) The Buffer fee may be 50% of the calculated Buffer fee (\$2.50 a square foot).
6. Brownfield remediation expenses should not be used in calculating the total development costs for a project for purposes of calculating the 2% maximum Buffer Offset Fee cap.

The property owner will notify any purchaser in writing of the temporary fee deferral and the obligation of prospective buyers or tenants of the property to pay the fees if the property is redeveloped as described above. The property owner must send a copy to the Planning Department of this obligation.

Should you have any questions, or require additional information regarding this matter, please do not hesitate to contact me at (410) 944-9112.

Thank you for your attention to this matter.

Very truly yours,

STV INCORPORATED

Addison H. Palmer, RLA  
Project Manager

AHP/sn

cc: Mr. Pat Turner, Inner Harbor West, LLC  
Mr. Rick Slosson, Inner Harbor West, LLC  
Mr. Duncan Stuart, Department of Planning  
Ms. Beth Strommen, Department of Planning  
Ms. Tarita Coles, Department of Planning  
Mr. Thor Nelson, Department of Planning

**REVISED  
INFORMATION FOR**

**JOINT PERMIT APPLICATION**

**FORMER  
CARR-LOWREY GLASS COMPANY SITE**

**Submitted by:**

**Inner Harbor West, LLC.  
1700 Beason Street  
Baltimore, Maryland 21230**

**Prepared by:**

**EA Engineering, Science, and Technology  
15 Loveton Circle  
Sparks, Maryland 21152**

**November 2005**

**(Previously Submitted August 2005)**

**JOINT PERMIT APPLICATION**

**NARRATIVE**

EA Engineering, Science, and Technology has prepared this Joint Permit Application (JPA) at the request of Inner Harbor West, LLC. Inner Harbor West, LLC is the current owner of two contiguous parcels of property located along the Middle Branch of the Patapsco River in Baltimore City. This JPA is intended to address impacts associated with a whole and complete project that encompasses both parcels. A vicinity map is included within this package and is labeled as Figure 1.

The parcels were previously used for industrial purposes. Industrial operations have ceased and the site is now considered to be a Brownfield site. The site has been entered into MDE's Voluntary Cleanup Program (VCP) and a prescribed solution to on-site contamination has been created. Staff from MDE's VCP has reviewed the prescribed solution of placing clean fill as a cap throughout the site. The clean fill placed at the site will range in thickness from 2 to 12 feet. This JPA is being submitted to request MDE and USACE authorization to impact wetland and floodplain resources located at the site as a result of implementing the proposed capping project. Grid sheets and additional figures depicting the resources present and the impacts associated with the proposed project are included with the application. A wetland delineation report and data sheets are included as Appendix A at the end of the application package.



**SITE DESCRIPTION AND LOCATION**

The site consists of two adjacent parcels of commercial real estate totaling 18.24 acres located at 2201 Kloman Street and 2841 Waterview Street in the industrialized portion of the Westport area of the City of Baltimore, Maryland. Adjacent geographic features include the Baltimore-Washington Parkway (past Kloman Street) and a spur of the Baltimore and Ohio (B&O) Railroad to the west, a vacant Baltimore Gas and Electric (BGE) plant to the north, D&G Brice Contractor's Inc., concrete manufacturing facility to the south, and the Middle Branch of the Patapsco River to the east. The small residential neighborhood of Westport is located west/northwest of the site and east of Russell Street.

**SITE HISTORY**

The site operated as a glass manufacturing facility from 1889 to 2003. Several factory expansions occurred in the early and mid 1900s. The facility ceased operations in 2003. Portions of the main glass plant were constructed by Carr-Lowrey in 1889, prior to which the property had been undeveloped (ESC 2002). Review of the Sanborn Fire Insurance Map from 1901 indicates the presence of the main factory building located in the center of the site. The B&O Railroad spur entering the property from the north, as well as Kloman and Kent Streets were also present. Expansion of the factory was evident between 1901 and 1914, as indicated on the Sanborn maps. Additional expansion occurred between 1914 and 1950, including the construction of an acid frosting room, additional gas production area, warehouse, and storage and repair shops. Little additional change was observed from 1950 through present, with the exception of additional warehouses, propane tanks, and coal storage.

**REVISED**

---

The property was used for the production of glass and glass containers from 1889 through 2003 by Carr-Lowrey (or as Carr-Lowrey under the parent company of Anchor Hocking Corporation). The following materials have been used and/or stored on site: sand, soda ash, feldspar, limestone, aragonite, sodium nitrate, lithium carbonate, selenium, powder blue, sodium sulfite, gypsum, frit, hydrofluoric acid, hydrochloric acid, sulfuric acid, ammonium bifluoride, Blue Silkscreen Etch, and Lerite SX-13 (ammonia idrogenofluororuro) (ESC 2002). Additional support materials stored on site included gasoline, lubricating and hydraulic oils (and waste oils), and methyl ethyl ketone and petroleum naphtha (for parts washing). Various smaller quantities of paints, commercial cleaning chemicals, and alcohol were also stored and used onsite.

The Carr-Lowrey facility was a Resource Conservation and Recovery Act (RCRA) small quantity generator of hazardous waste (EPA identification number MDD002901197). Waste streams include the production of characteristic hazardous waste "check slag" from clean out of glass melting furnaces, waste brick from dismantled furnaces, caustic metal wastes, spent acid, and spent inorganic solids. The waste stream by-products were typically characterized as hazardous for metals (selenium, chromium, cadmium, lead, and potassium cyanide), and corrosivity (spent acid). Hazardous wastes were disposed off-site.

**ANALYTICAL RESULTS OF SAMPLES COLLECTED ON-SITE**

Certain priority pollutant list (PPL) metals, in particular arsenic and chromium, were detected in surface and subsurface soil across the site. The concentrations of arsenic in soil collected from the site exceeded the MDE Cleanup Standard for Residential and Non-Residential soil. Unspeciated (or total) chromium was identified at levels that slightly exceeded the chromium VI

## **REVISED**

---

Residential Cleanup Standard, but not exceeding the chromium III Residential or Non-Residential Standard. Arsenic and chromium were detected at elevated concentrations within a wedge of fill material located along the eastern portion of the site and, to a lesser extent, in the northwestern corner of the site. The depth of arsenic impacts within fill material along the eastern edge of the site exceeded 15 ft below ground surface. Arsenic and chromium concentrations in the southwestern portion of the site were one to two orders of magnitude lower than observed concentrations of the eastern or northwestern portions of the site and typified urban background values. In addition, five SVOCs [benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenz(a,h)anthracene, and indeno(1,2,3-cd)pyrene] were detected in surface soil samples at concentrations that exceeded either the Residential or the Non-Residential Soil Standards.

Total petroleum hydrocarbons – Diesel Range Organics/Gasoline Range Organics (TPH – DRO/GRO) was observed, at times, in exceedance of the Residential and Non-Residential Standards for pooled data from the site. TPH – DRO/GRO exceedances were highly correlated with SVOC exceedances.

Two metals, antimony and arsenic, were identified in groundwater samples collected from the site. Concentrations of one or both of these metals exceeded MDE Cleanup Standards (MCLs) for groundwater in five of the seven groundwater samples.

### **MDE'S VOLUNTARY CLEANUP PROGRAM**

The site has been entered into MDE's Voluntary Cleanup Program (VCP). The prescribed Response Action Plan to mitigate soil and groundwater contamination present on-site includes the placement of a cap of clean soil at least 2-feet thick throughout the site. Approximately

**REVISED**

---

1,300 cu yd of existing site material will be cut and filled (re-graded) on-site. An additional 160,000 cu yd of clean fill will be required to create a cap across the site that is a minimum of 2-feet thick.

Also included in the prescribed solution is the placement of a bulkhead along the shoreline of the site. The purpose of the bulkhead is to maintain the integrity of the cap at the shoreline of the Middle Branch of the Patapsco River.

**GEOLOGY AND HYDROGEOLOGY SETTING**

Soil fill material encountered at the site during previous investigations consisted of fine-grained silty loam of the Christiana group mixed with a significant amount of fill material. Infiltration rates are low, with a predicted maximum of 2 in. per hour and a predicted low rate of 0.2 in. per hour.

According to the 1968 Baltimore County Geologic Map adapted from Maryland Geological Survey's Geologic Map of Maryland, the site is underlain by the Quaternary-age Lowland Deposits. The geology is summarized as Lowland Deposits of gravel, sand, silt and clay characterized by medium- to coarse-grained sand and gravel; cobbles and boulders near base; commonly contains reworked Eocene glauconite; varicolored silts and clays; brown to dark gray lignitic silty clay; and contains estuarine to marine fauna in some areas.

The site is located on the bank of and within the drainage of the Middle Branch of the Patapsco River. Topographically, the site slopes towards the River (east) from the topographic high located along the west boundary of the site, along Kloman Street.

**100-YEAR FLOODPLAIN**

The FEMA-mapped 100-year floodplain is present on the site. The floodplain is adjacent to the Middle Branch of the Patapsco River, a tidally-influenced waterbody. Approximately 122,150 cubic yards of clean soil is proposed to be placed within the floodplain as part of the prescribed capping process. Approximately 248,156 square feet of the FEMA-mapped 100-year floodplain on-site will be altered by the proposed project.

**POSSIBLE WETLAND AREAS**

A wetland delineation was conducted on-site. Two possible wetland areas were observed; one along the shoreline of the Middle Branch of the Patapsco River and the other along the southern property boundary. A jurisdictional determination has not been requested, as of the date of this application. A copy of the wetland delineation report and the field-completed data sheets are included in Appendix A.

The possible wetland area along the southern property boundary will not be impacted; however, the possible wetland along the Middle Branch of the Patapsco River will be impacted by the proposed project. Impacts to this as of yet unconfirmed tidal wetland area total approximately 21,520 square feet. The proposed cap will extend into the Middle Branch of the Patapsco River, filling approximately 10,840 square feet of river bottom.

**CHESAPEAKE BAY CRITICAL AREA**

The Chesapeake Bay Critical Area and the Critical Area Buffer are located on-site. Approximately 42,820 square feet of Critical Area will be impacted by filling activities associated with the prescribed capping of the site. Inner Harbor West, LLC has initiated

**REVISED**

---

consultation with the Baltimore City Department of Planning to discuss the Critical Area on-site and additional issues.

**FUTURE DEVELOPMENT OF THE SITE**

The reclamation of the Brownfield site is a MDE-sponsored environmental site and shoreline cleanup. Future plans for the site will include commercial and residential development. The proposed plans for this site include a transit-oriented development with multimode access that is consistent with City of Baltimore Master Planning. The implementation of this project will also allow for the completion of the Gwynn Falls Trail, across the site, along the shoreline of the Middle Branch of the Patapsco River.

This type of development will be in compliance with Maryland's VCP requirements regarding human health once the prescribed solution of a cap and bulkhead is in place. Workers and residents will be protected from the contaminants present at the site by the proposed capping project.

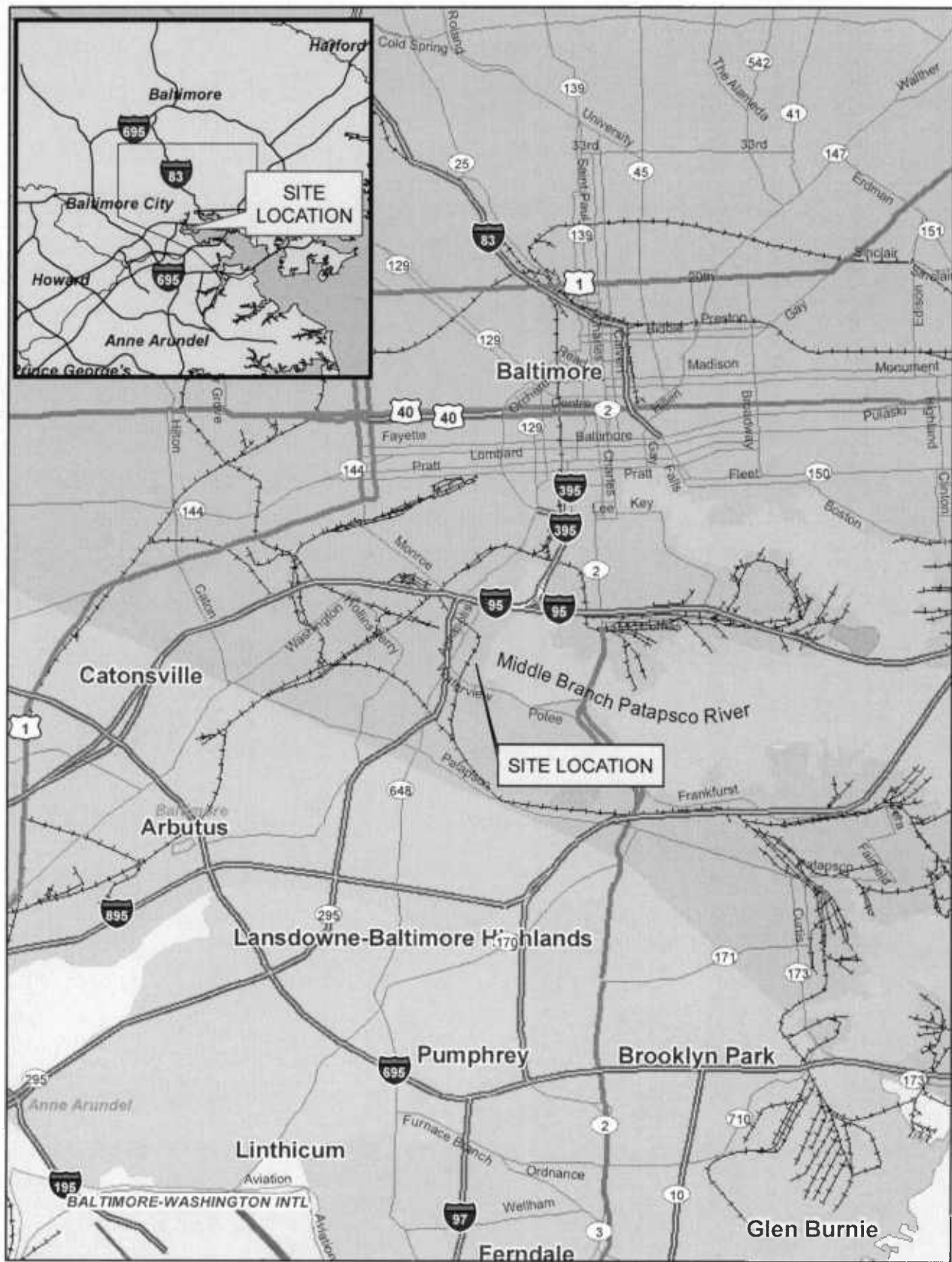
**Table 1. Permanent Floodplain, Tidal Wetland, Critical Area, and Open Water Impacts.**

<b>Grid Sheet</b>	<b>Floodplain Fill (CY)</b>	<b>Floodplain Impact (SF)</b>	<b>Wetland Impact (SF)</b>	<b>Critical Area Impact (SF)</b>	<b>Open Water – Middle Branch Patapsco River (SF)</b>
A	---	---	---	---	
B	4,300	6,821	---	---	
C	17,300	46,165	6,390	18,340	2,040
D	---	---	---	---	
E	280	440	---	---	
F	25,740	50,650	7,600	12,250	2,800
G	---	---	---	---	
H	16,400	27,650	---	---	
I	36,730	71,150	4,500	1,980	4,800
J	---	---	---	---	
K	1,200	2,930	---	---	
L	20,200	42,350	3,030	10,250	1,200
<b>Total Impacts</b>	<b>122,150</b>	<b>248,156</b>	<b>21,520</b>	<b>42,820</b>	<b>10,840</b>

**REFERENCES**

EA Engineering, Science, and Technology. 2004. *Phase II Environmental Site Assessment Report - Former Carr-Lowrey Glass Company*. May. Unpublished.

Environmental Strategies Corporation (ESC). 2002. *Phase I Environmental Site Assessment of Carr-Lowrey Glass Company Facility*. September.

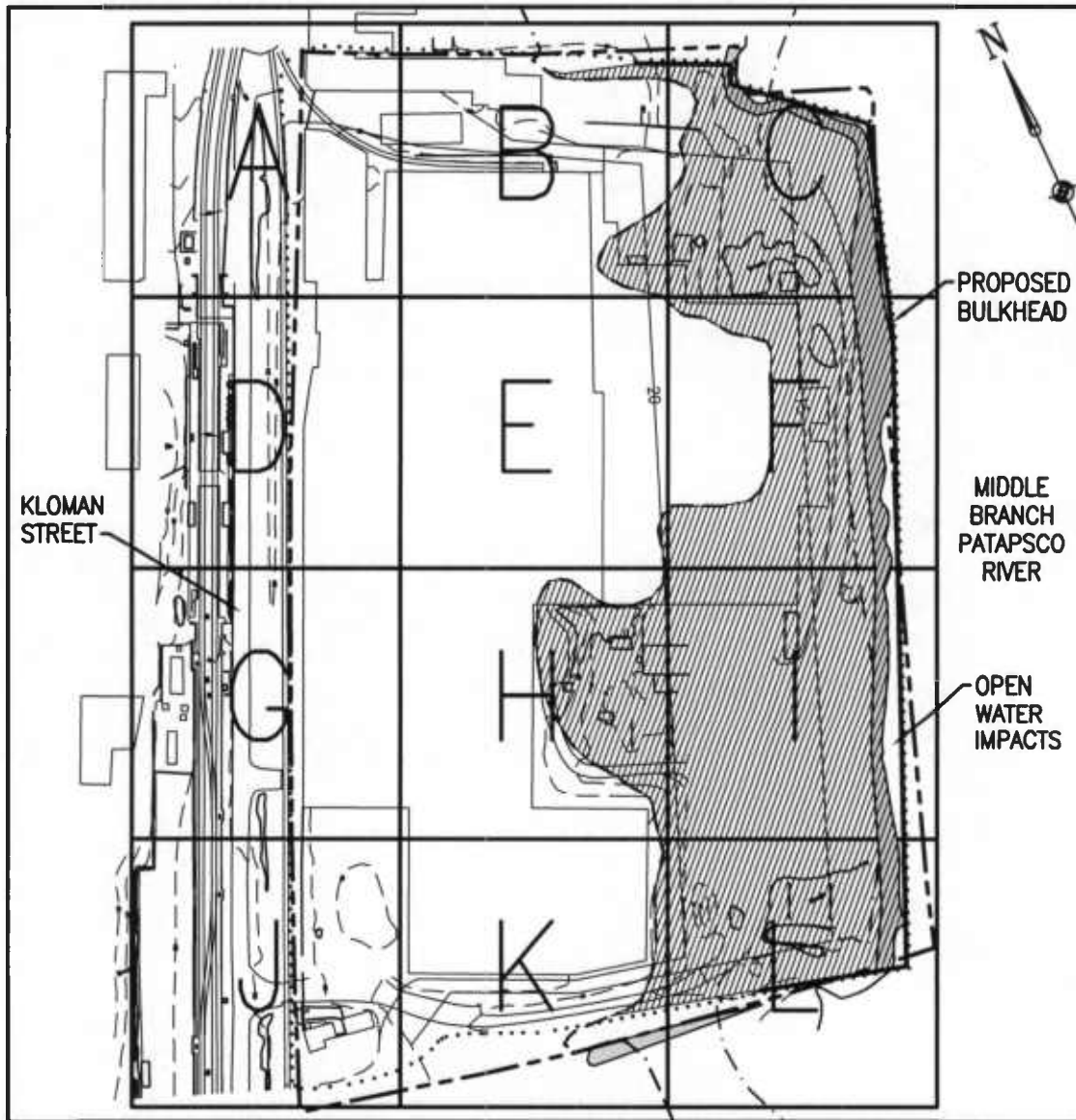


G:\PROJECTS\GIS\CARRLOW\REVICINITYMAP.MXD

Figure 1. Vicinity Map.



**GRID SHEETS**



**LEGEND:**

- 20 --- EXISTING GRADE
- 15 --- PROPOSED GRADE
- - - - - 100-YR FLOODPLAIN
- . - . - . CRITICAL AREA BOUNDARY
- ..... LIMIT OF DISTURBANCE



FLOODPLAIN IMPACTS



EXISTING WETLANDS

200 100 0 200

GRAPHIC SCALE IN FEET

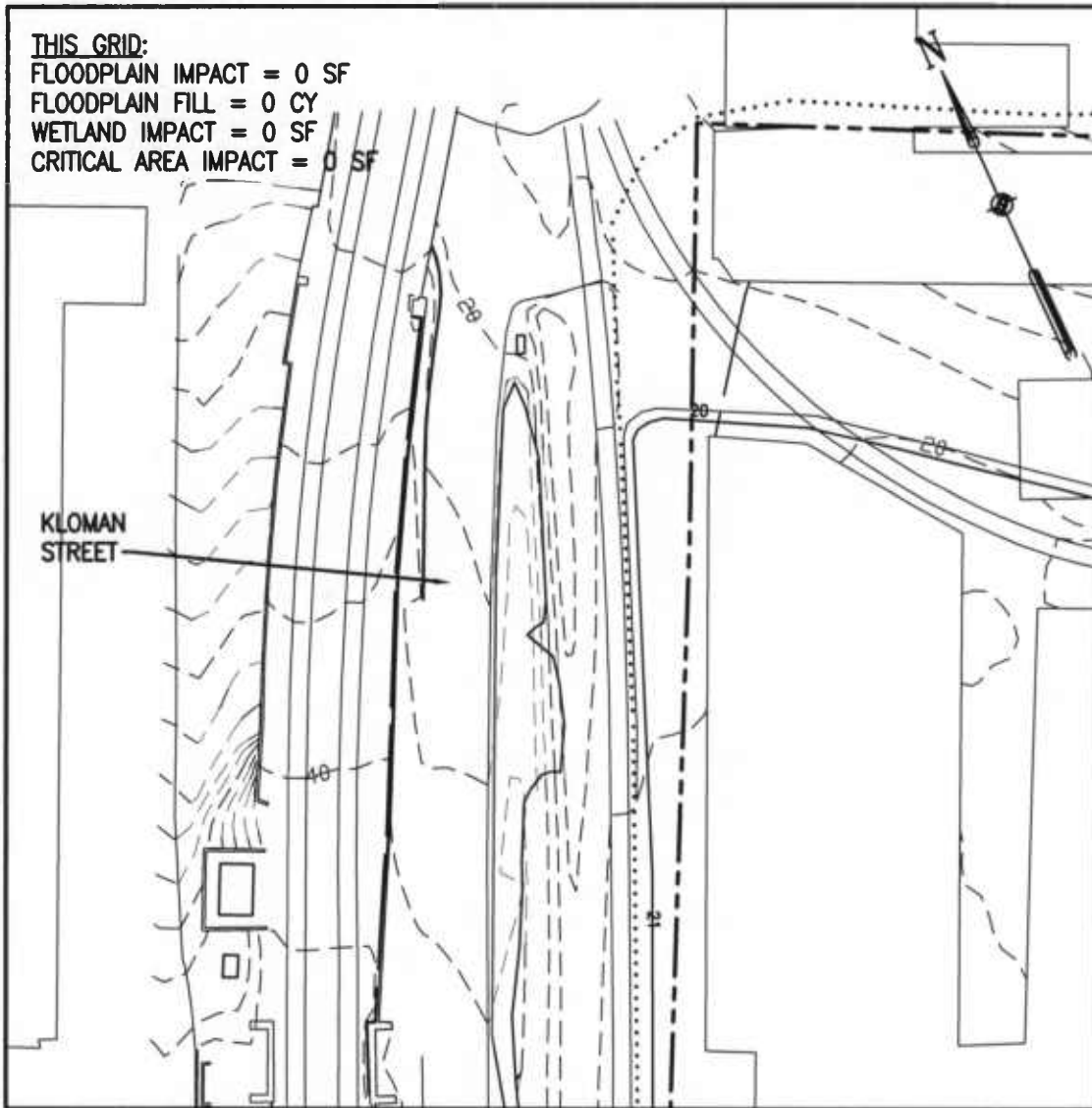
**NOTES:**

1. AERIAL SURVEY INCLUDING TOPOGRAPHY PERFORMED BY POTOMAC AERIAL SURVEYS, JULY 2005.
2. FLOODPLAIN (1996) AND CRITICAL AREA BOUNDARY (2001) OBTAINED FROM MARYLAND DEPARTMENT OF NATURAL RESOURCES GEOSPATIAL DATA WEBSITE.
3. WETLANDS DELINEATED BY EA ENGINEERING, SCIENCE, AND TECHNOLOGY IN MAY 2004.

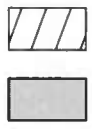
FILE: (LOVETON) Q:\PROJECTS\CARROLLWREY\DWG\PERMIT\FPI\FPIREVISED\_NOV.DWG [KEY] 11/17/05

KEY SHEET

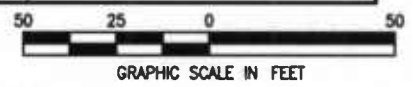
**THIS GRID:**  
 FLOODPLAIN IMPACT = 0 SF  
 FLOODPLAIN FILL = 0 CY  
 WETLAND IMPACT = 0 SF  
 CRITICAL AREA IMPACT = 0 SF



- LEGEND:**
- - - - 20 - - - - EXISTING GRADE
  - 15 ———— PROPOSED GRADE
  - . . . . . 100-YR FLOODPLAIN
  - - - - - CRITICAL AREA BOUNDARY
  - ..... LIMIT OF DISTURBANCE



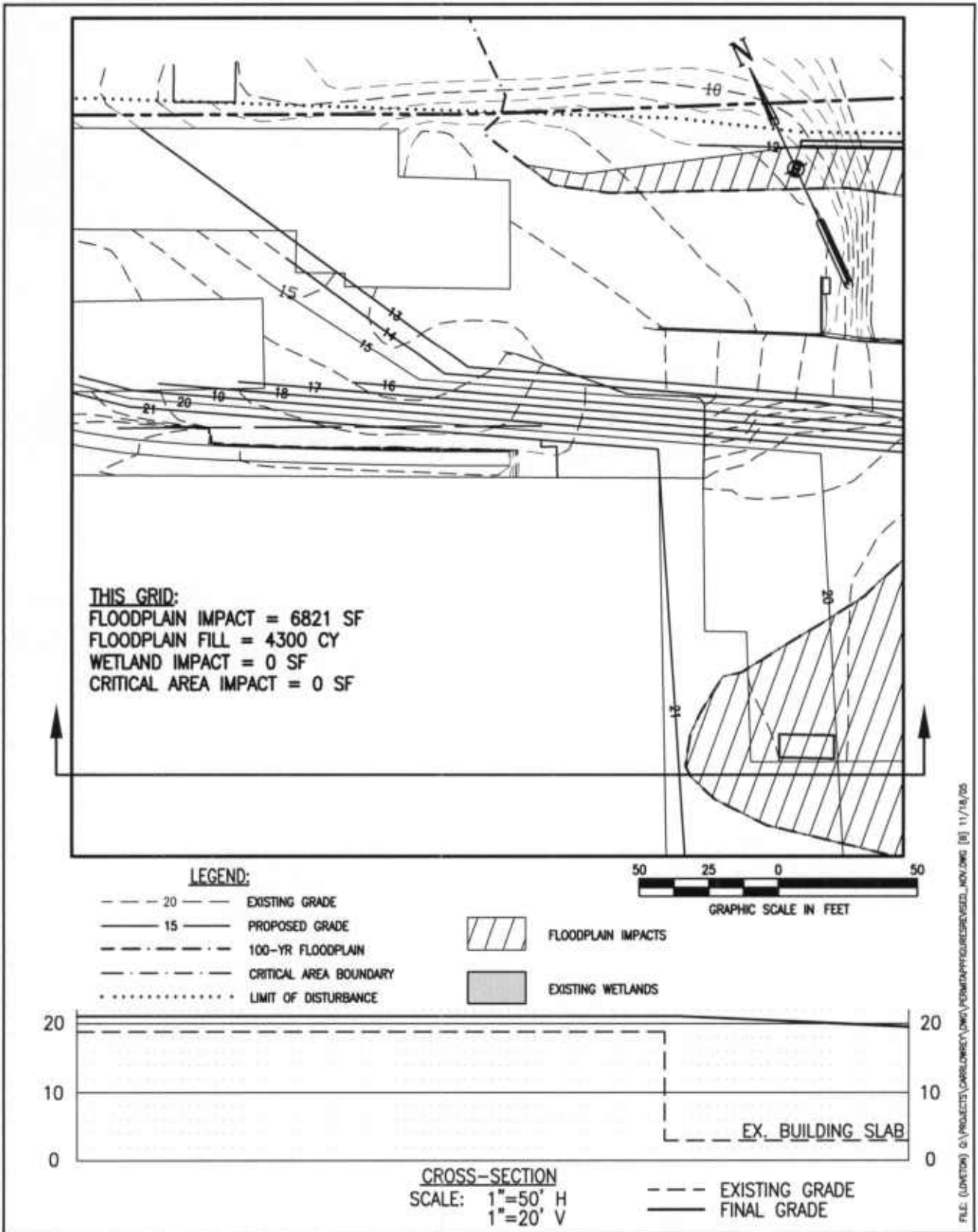
FLOODPLAIN IMPACTS  
 EXISTING WETLANDS



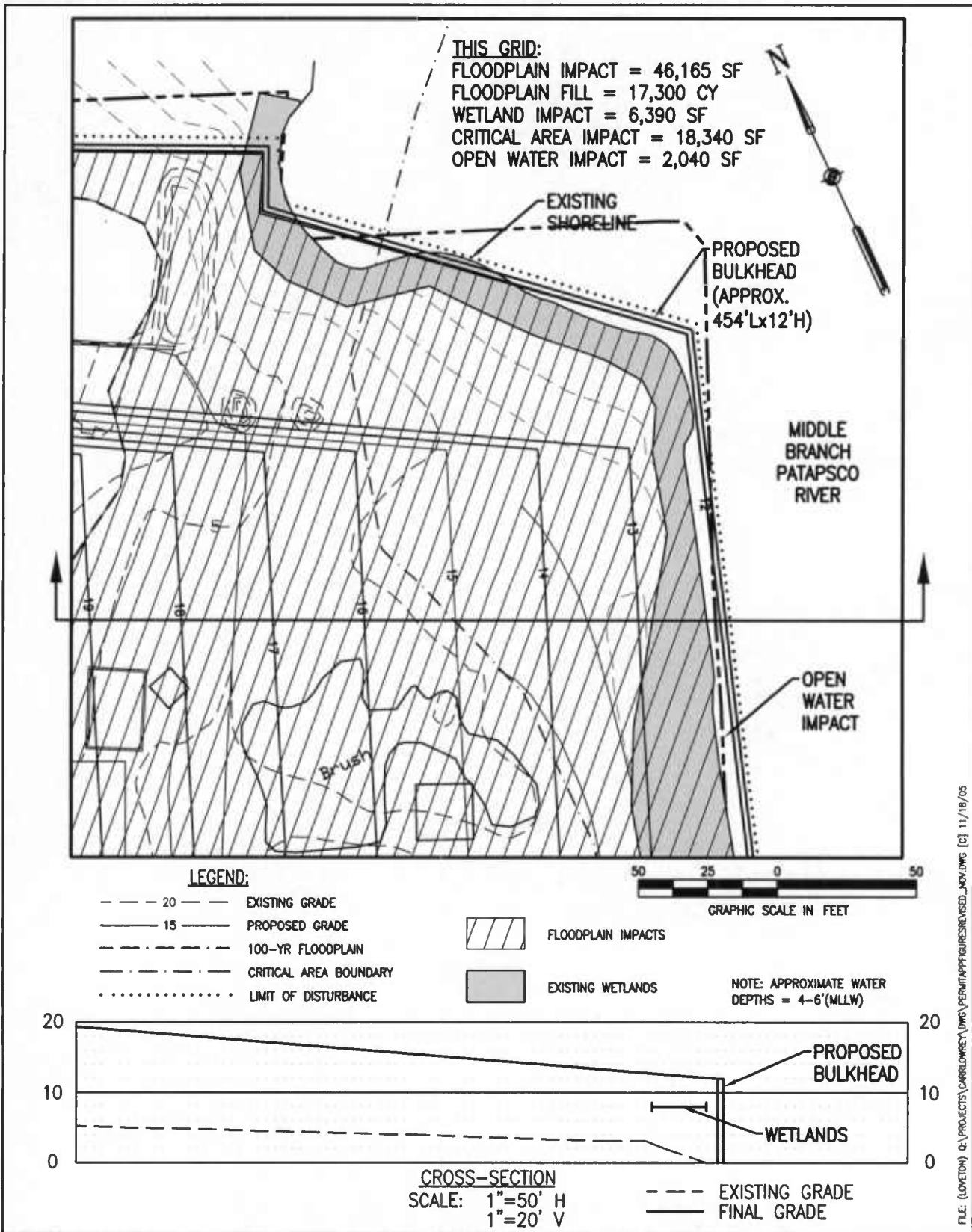
NO FLOODPLAIN OR WETLAND IMPACTS IN THIS GRID

FILE: (LOVETON) C:\PROJECTS\CARROLLWREY\DWG\PERMIT\FIGURES\REVISED\_NOV.DWG [A] 11/18/05

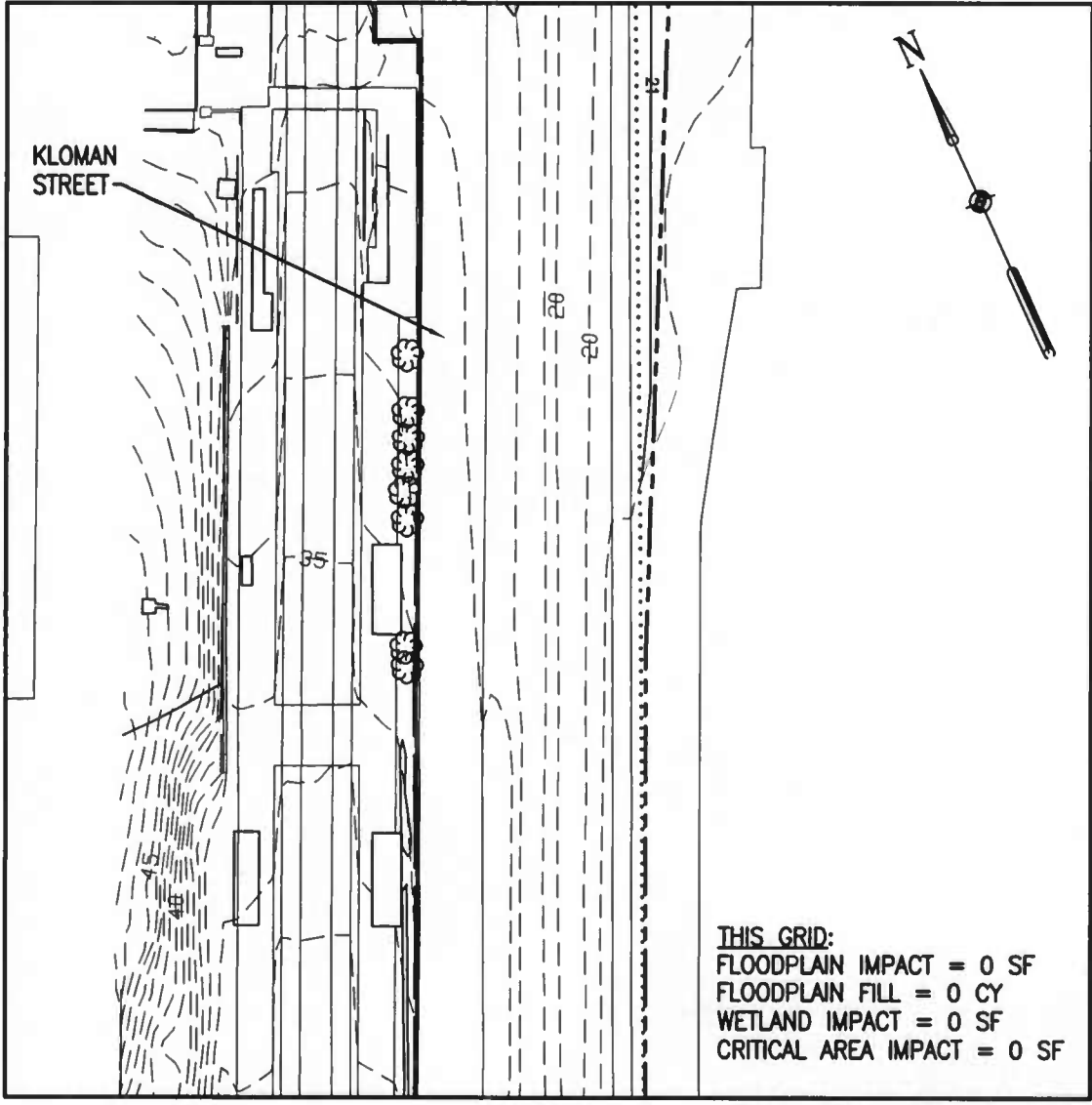
GRID A





GRID B

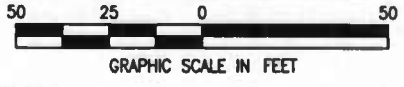


FILE: (LOVETON) G:\PROJECTS\CARROLLSREY\DWG\PERMIT\APPROXREVISED\_NOV.DWG [C] 11/18/05



**LEGEND:**

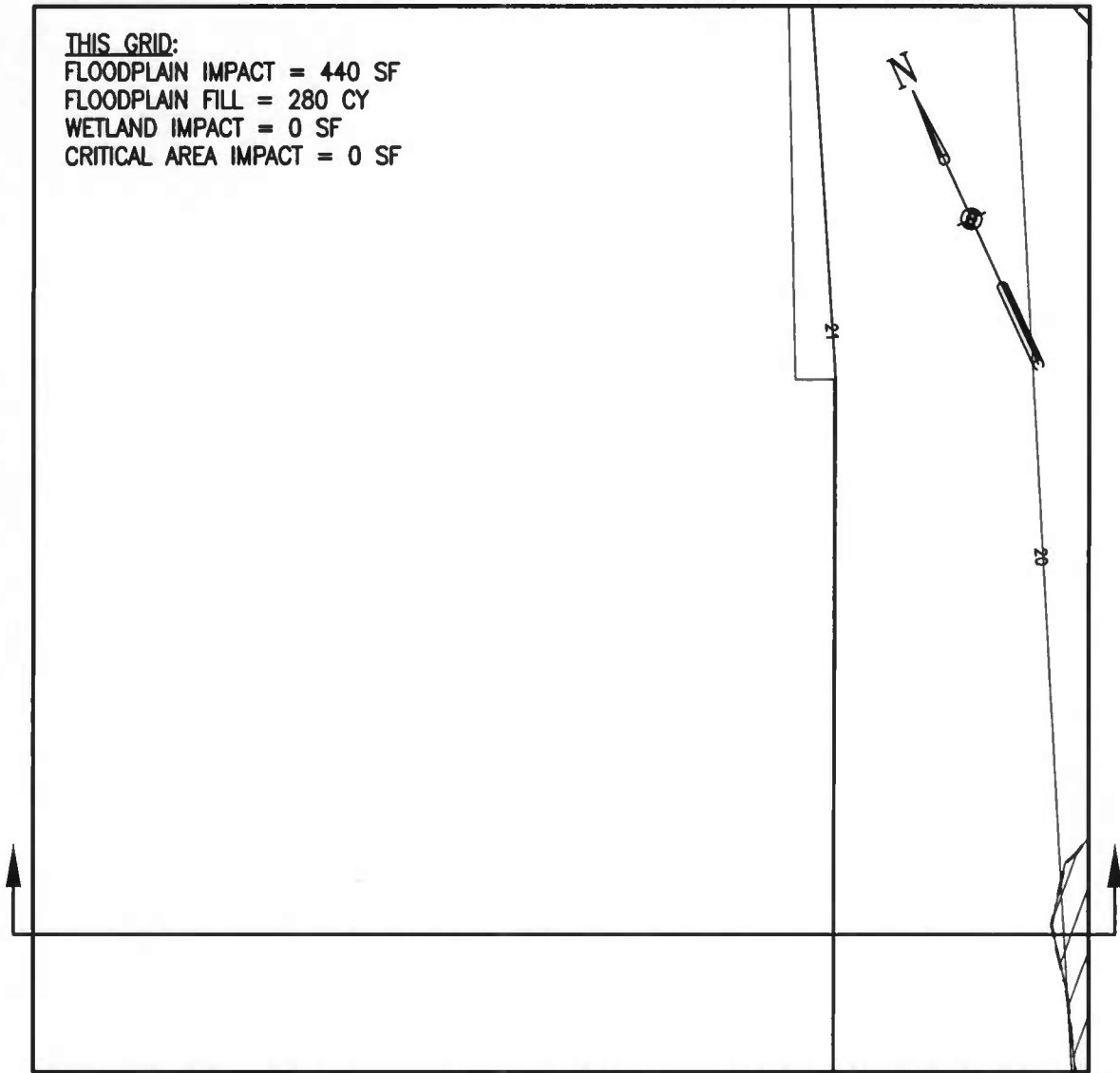
- 20 --- EXISTING GRADE
- 15 --- PROPOSED GRADE
- - - - - 100-YR FLOODPLAIN
- - - - - CRITICAL AREA BOUNDARY
- ..... LIMIT OF DISTURBANCE
-  FLOODPLAIN IMPACTS
-  EXISTING WETLANDS





NO FLOODPLAIN OR WETLAND IMPACTS IN THIS GRID

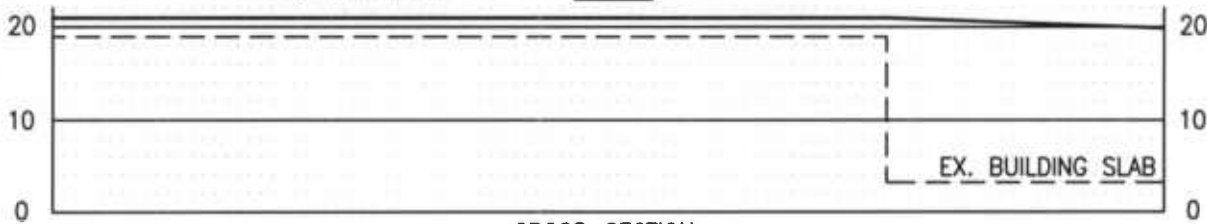
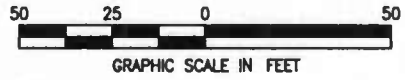
GRID D

THIS GRID:  
 FLOODPLAIN IMPACT = 440 SF  
 FLOODPLAIN FILL = 280 CY  
 WETLAND IMPACT = 0 SF  
 CRITICAL AREA IMPACT = 0 SF



**LEGEND:**

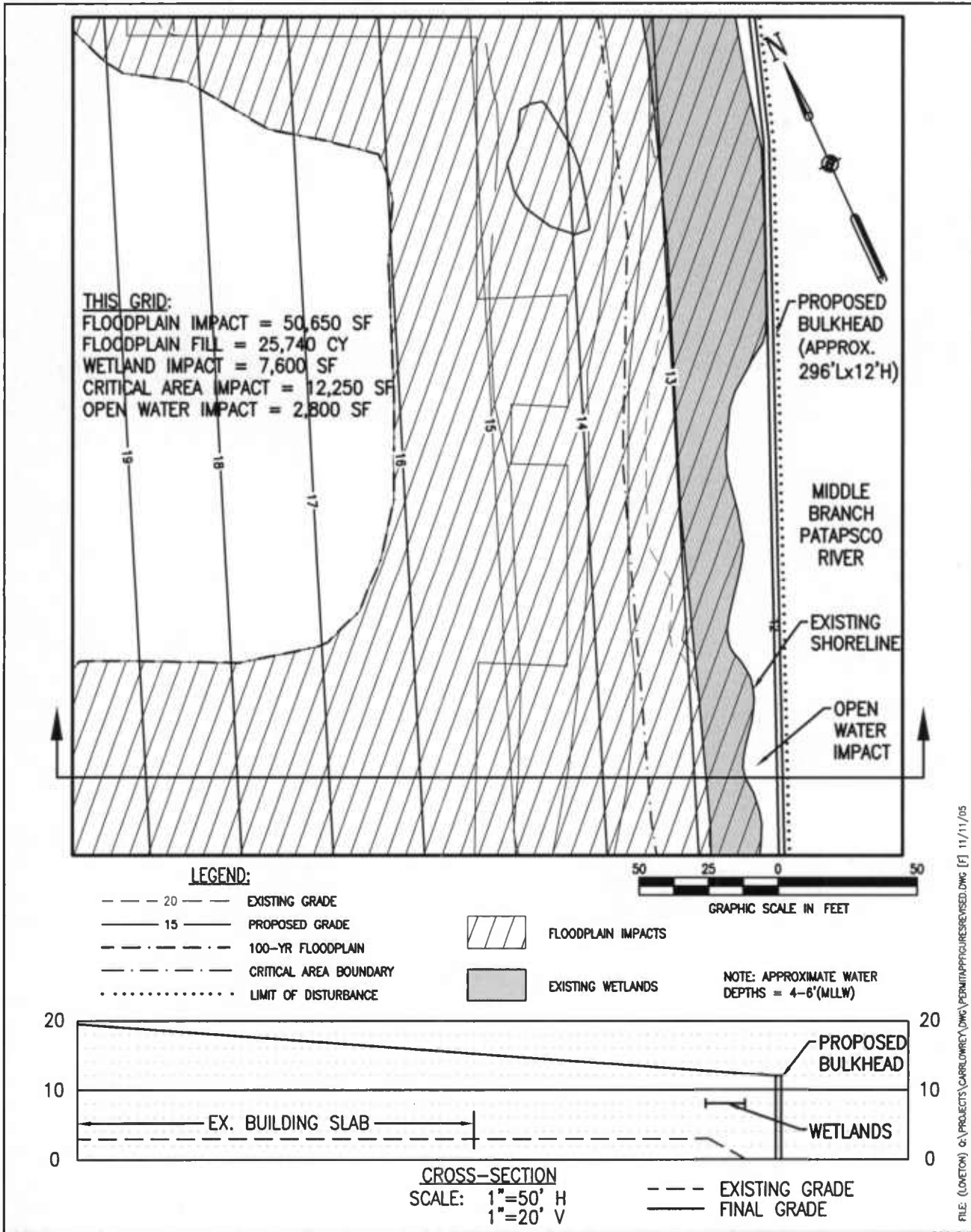
- 20 --- EXISTING GRADE
- 15 — PROPOSED GRADE
- - - - - 100-YR FLOODPLAIN
- · - · - · CRITICAL AREA BOUNDARY
- · · · · LIMIT OF DISTURBANCE
-  FLOODPLAIN IMPACTS
-  EXISTING WETLANDS



CROSS-SECTION  
 SCALE: 1"=50' H  
 1"=20' V

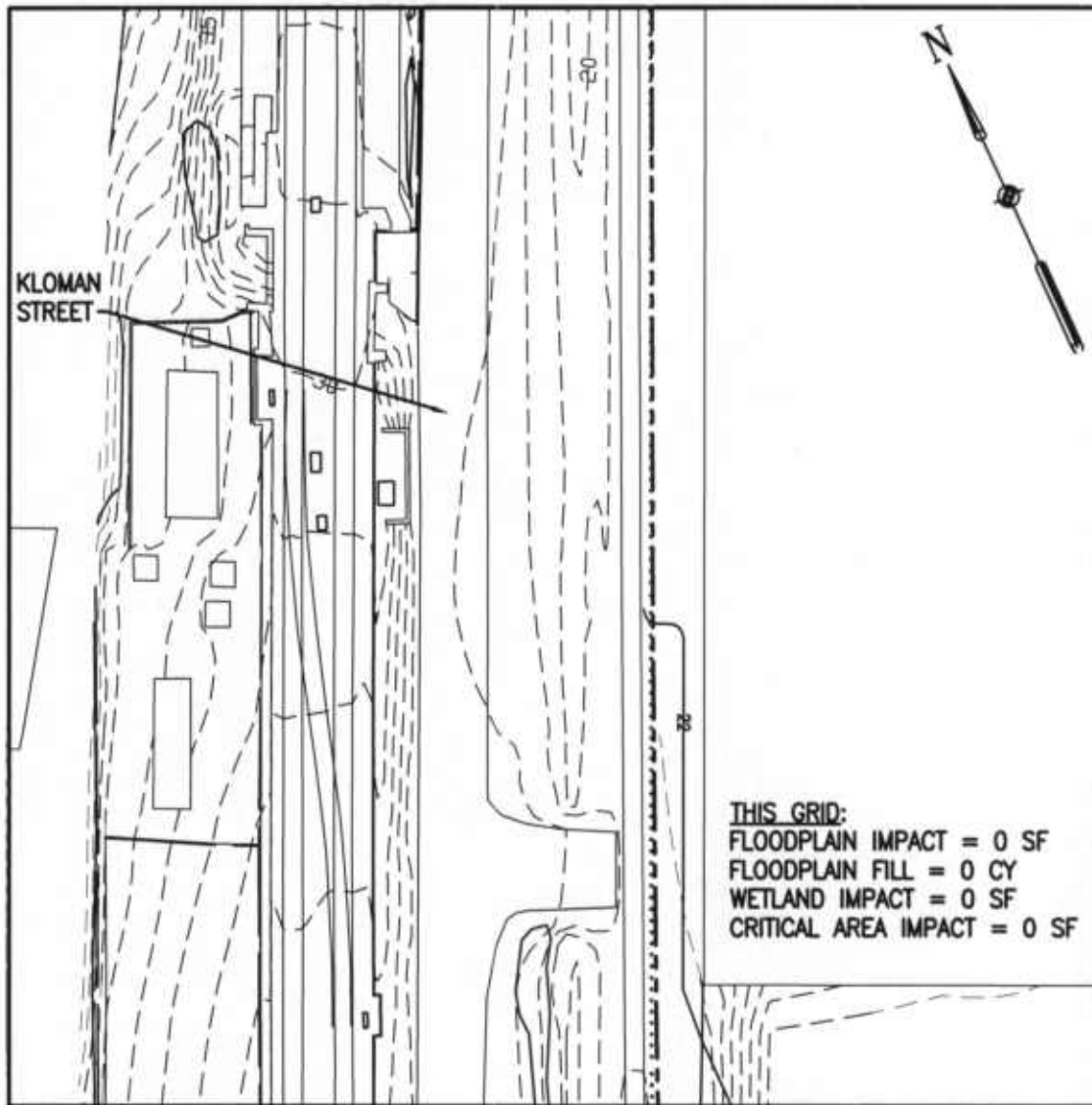
- - - EXISTING GRADE
- FINAL GRADE

GRID E





FILE: (LONETON) G:\PROJECTS\CARRLOWREY\DWG\PERMIT\FPIGUREREVISED.DWG [F] 11/11/05





**LEGEND:**

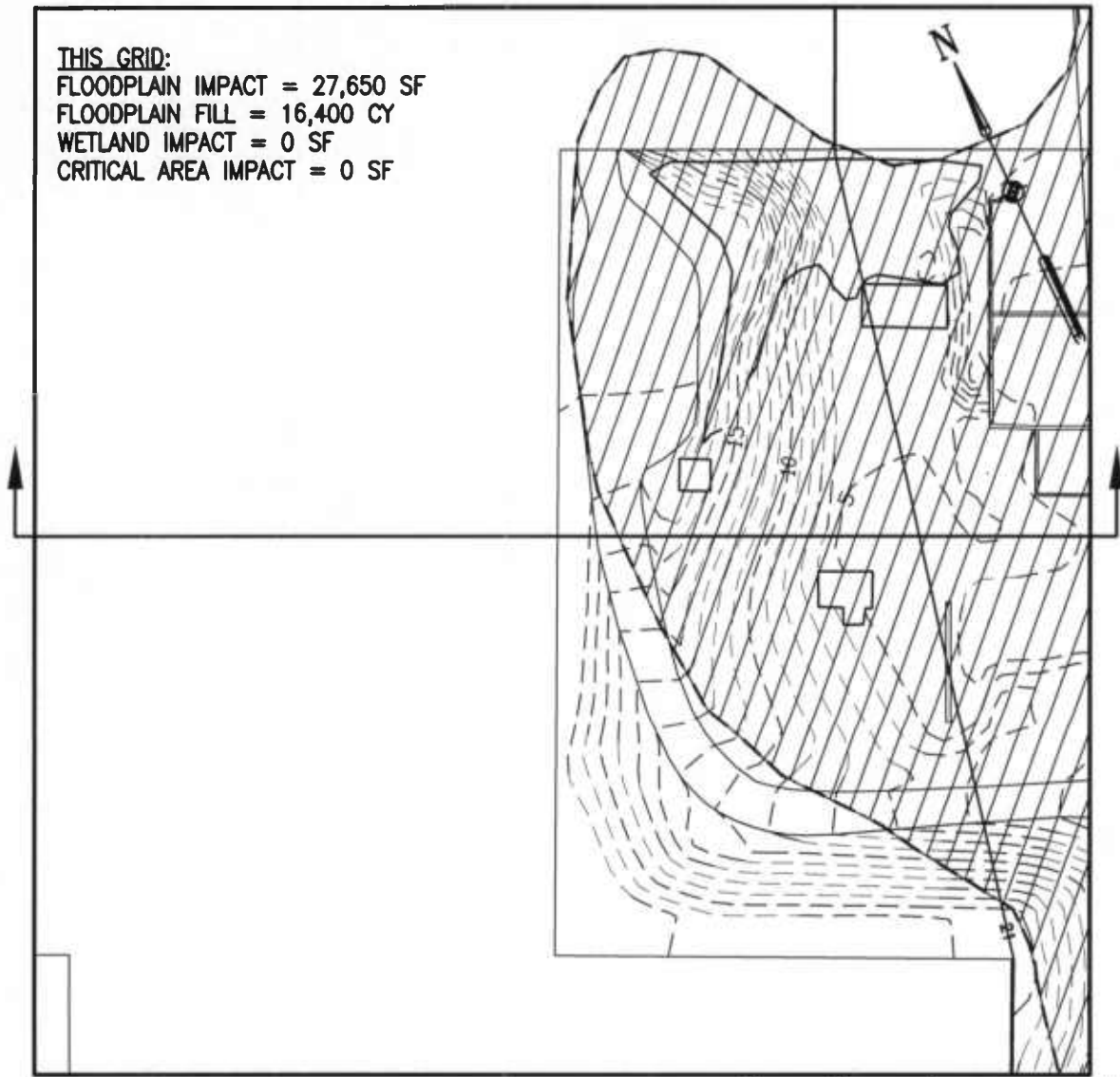
- 20 --- EXISTING GRADE
- 15 — PROPOSED GRADE
- - - - - 100-YR FLOODPLAIN
- · - · - · CRITICAL AREA BOUNDARY
- · · · · LIMIT OF DISTURBANCE
-  FLOODPLAIN IMPACTS
-  EXISTING WETLANDS





NO FLOODPLAIN OR WETLAND IMPACTS IN THIS GRID

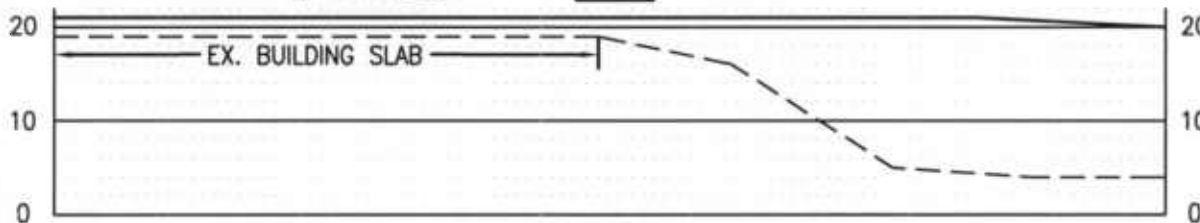
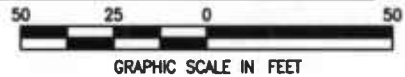
GRID G

**THIS GRID:**  
 FLOODPLAIN IMPACT = 27,650 SF  
 FLOODPLAIN FILL = 16,400 CY  
 WETLAND IMPACT = 0 SF  
 CRITICAL AREA IMPACT = 0 SF



**LEGEND:**

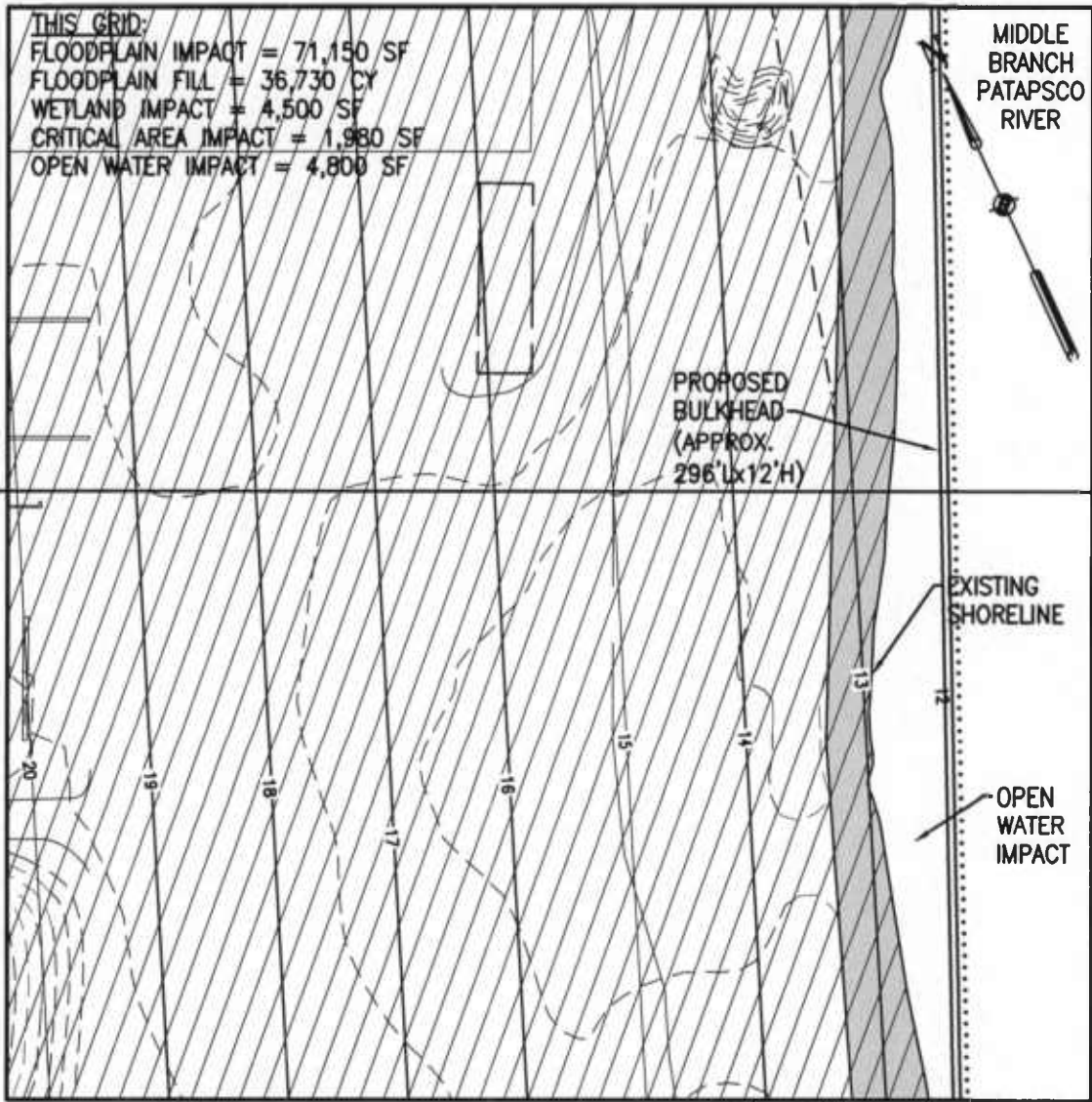
- 20 --- EXISTING GRADE
- 15 --- PROPOSED GRADE
- 100-YR FLOODPLAIN
- CRITICAL AREA BOUNDARY
- ..... LIMIT OF DISTURBANCE
-  FLOODPLAIN IMPACTS
-  EXISTING WETLANDS



**CROSS-SECTION**  
 SCALE: 1"=50' H  
 1"=20' V

- EXISTING GRADE
- FINAL GRADE

GRID H

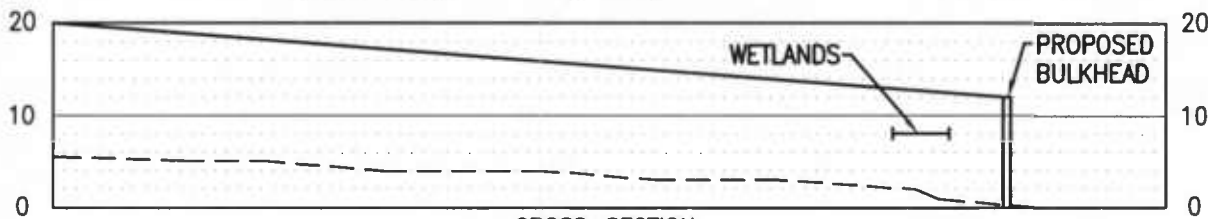


**LEGEND:**

- 20 --- EXISTING GRADE
- 15 --- PROPOSED GRADE
- - - - - 100-YR FLOODPLAIN
- . - . - CRITICAL AREA BOUNDARY
- ..... LIMIT OF DISTURBANCE
- FLOODPLAIN IMPACTS
- EXISTING WETLANDS



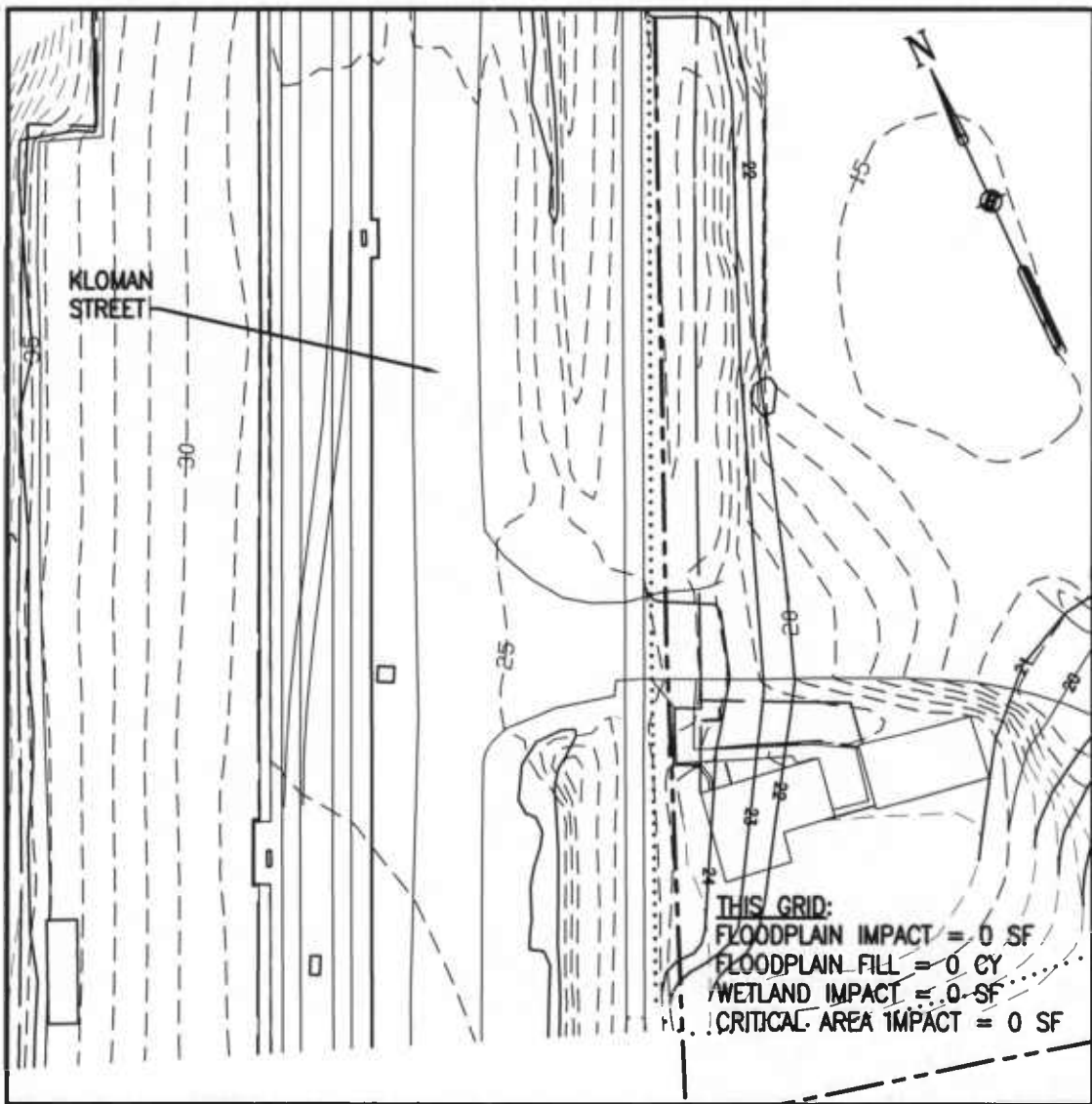
NOTE: APPROXIMATE WATER DEPTHS = 4-6' (MLLW)



CROSS-SECTION  
 SCALE: 1" = 50' H  
 1" = 20' V



- - - EXISTING GRADE
- FINAL GRADE

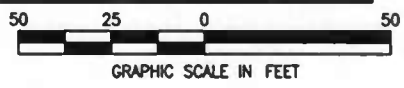
GRID I



THIS GRID:  
 FLOODPLAIN IMPACT = 0 SF  
 FLOODPLAIN FILL = 0 CY  
 WETLAND IMPACT = 0 SF  
 CRITICAL AREA IMPACT = 0 SF

**LEGEND:**

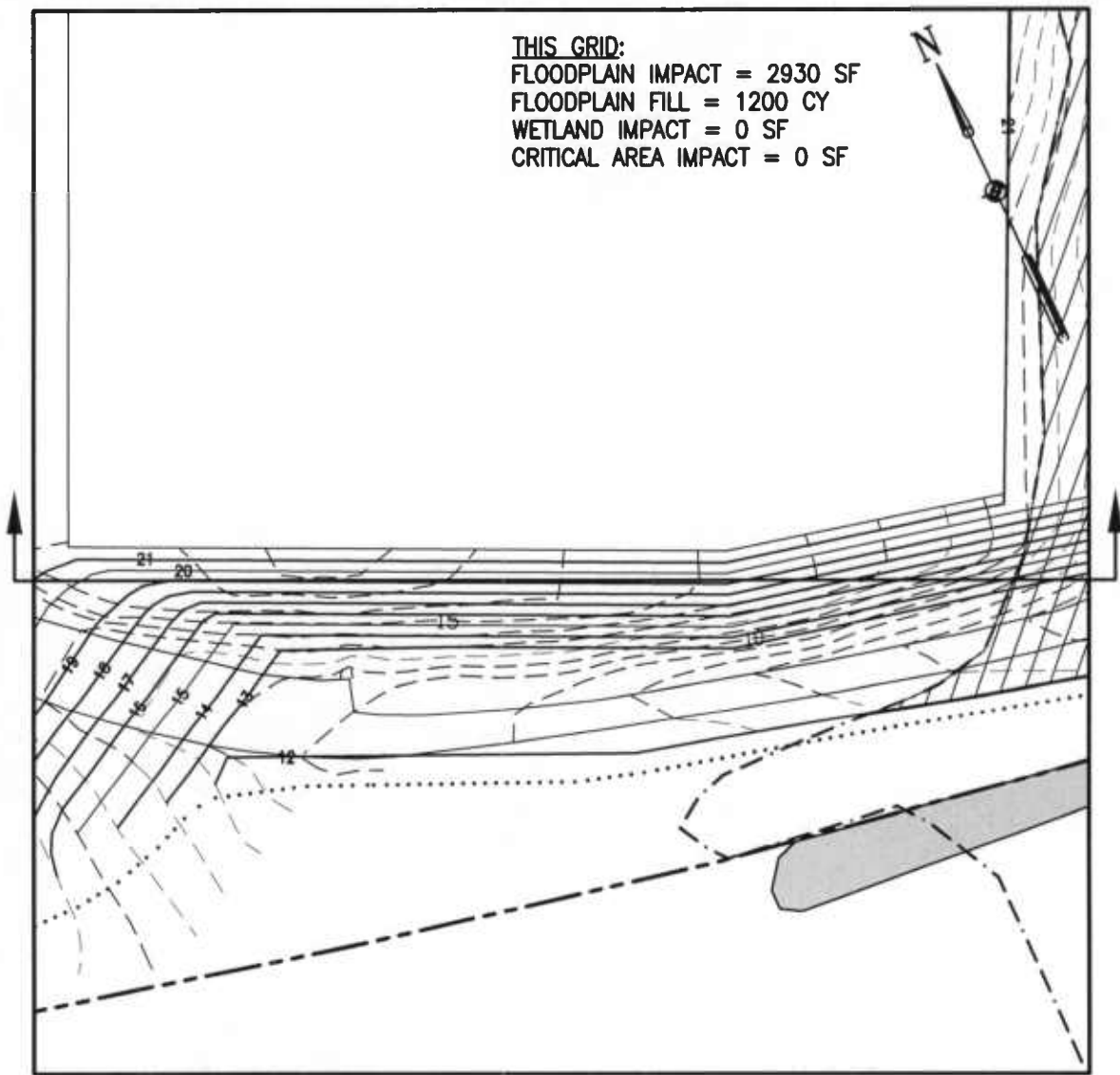
- 20 --- EXISTING GRADE
- 15 --- PROPOSED GRADE
- - - - - 100-YR FLOODPLAIN
- · - · - · CRITICAL AREA BOUNDARY
- · · · · LIMIT OF DISTURBANCE
-  FLOODPLAIN IMPACTS
-  EXISTING WETLANDS





NO FLOODPLAIN OR WETLAND IMPACTS IN THIS GRID

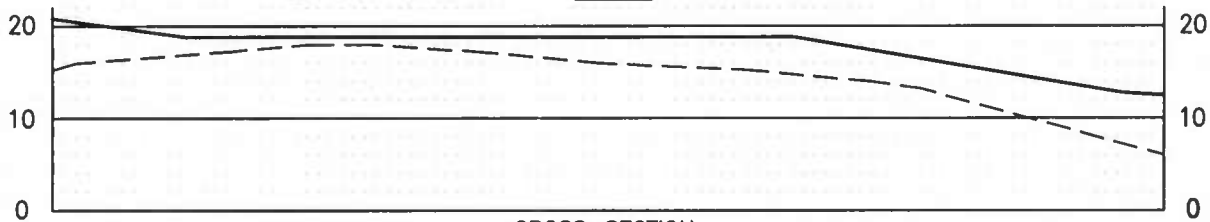
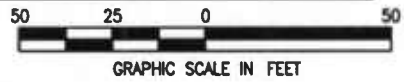
GRID J

THIS GRID:  
 FLOODPLAIN IMPACT = 2930 SF  
 FLOODPLAIN FILL = 1200 CY  
 WETLAND IMPACT = 0 SF  
 CRITICAL AREA IMPACT = 0 SF



**LEGEND:**

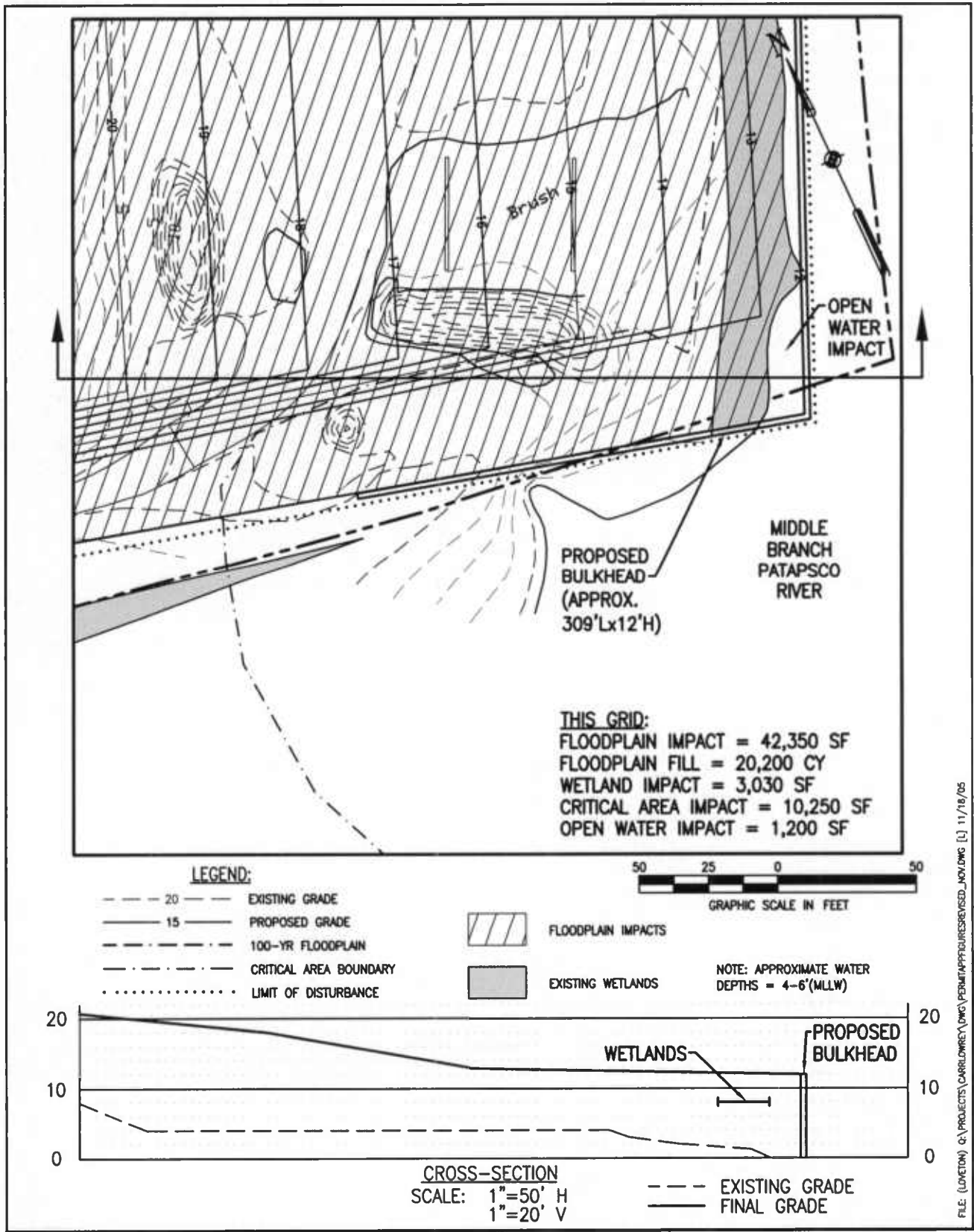
- 20 --- EXISTING GRADE
- 15 --- PROPOSED GRADE
- - - - - 100-YR FLOODPLAIN
- · - · - CRITICAL AREA BOUNDARY
- · · · · LIMIT OF DISTURBANCE
-  FLOODPLAIN IMPACTS
-  EXISTING WETLANDS



**CROSS-SECTION**  
 SCALE: 1" = 50' H  
 1" = 20' V

- - - EXISTING GRADE
- — — FINAL GRADE

GRID K



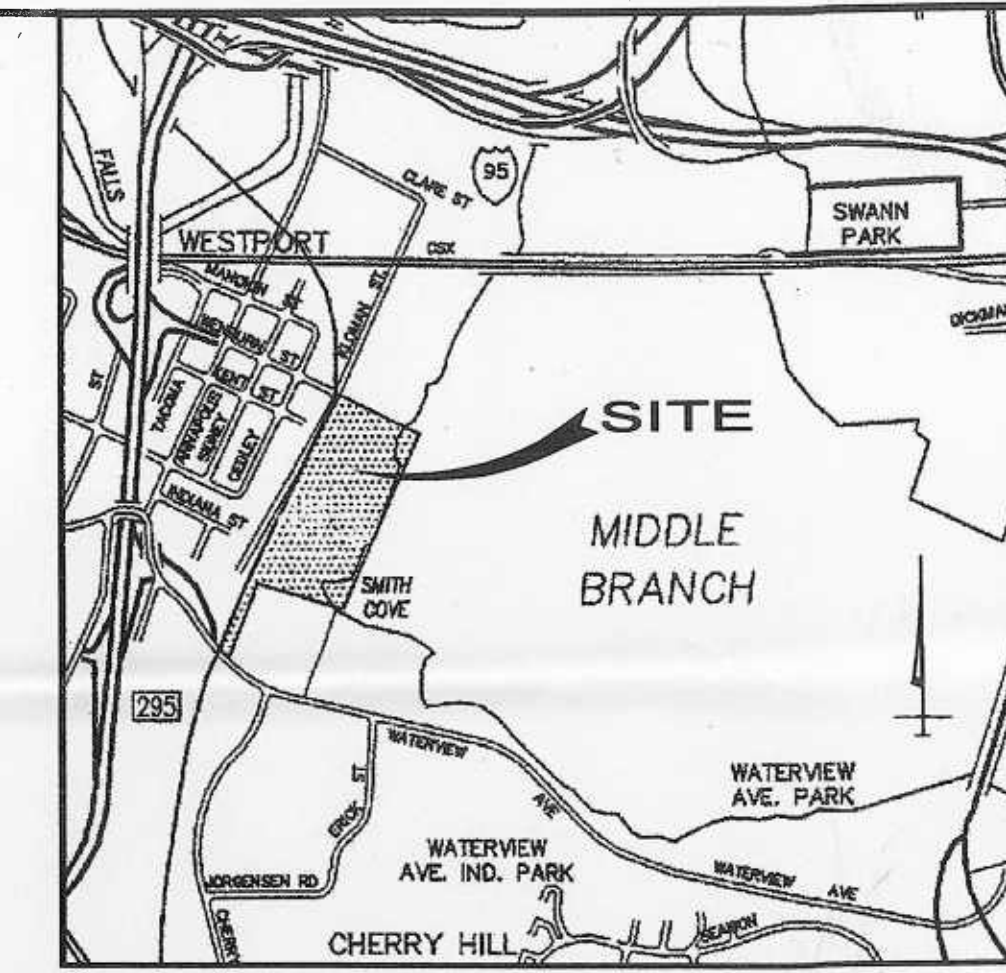
FILE: (LOCATION) G:\PROJECTS\CARROLLWAY\DWG\PERM\FPAPP\RESERVED\_NOV.DWG [L] 11/18/05

**PLOT PLAN NOTES:**

- OWNER/ APPLICANT: INNER HARBOR WEST LLC  
1700 BEASON STREET  
BALTIMORE, MARYLAND 21230  
CONTACT: PATRICK TURNER  
PHONE: (410) 855-6410
- PROPERTY LOCATION: WARD 25  
SECTION 5  
BLOCK 7612  
LOT 6
- PROPERTY ADDRESS: 2201 KLOMAN STREET  
BALTIMORE, MARYLAND 21230
- SITE AREA: 16.74 AC +/-
- EXISTING USE: VACANT GLASS MANUFACTURING PLANT  
PROPOSED USE: TBD
- EXISTING ZONE: M-3  
PROPOSED ZONE: NO CHANGE
- THIS SITE IS COMPLETELY LOCATED WITHIN THE CHESAPEAKE BAY CRITICAL AREA AND IS PARTIALLY LOCATED WITHIN THE 100-YEAR FLOOD PLAN.
- CONTACT: ADDISON PALMER  
STV INCORPORATED  
7125 AMBASSADOR ROAD, SUITE 200  
BALTIMORE, MARYLAND 21244  
410-944-9112

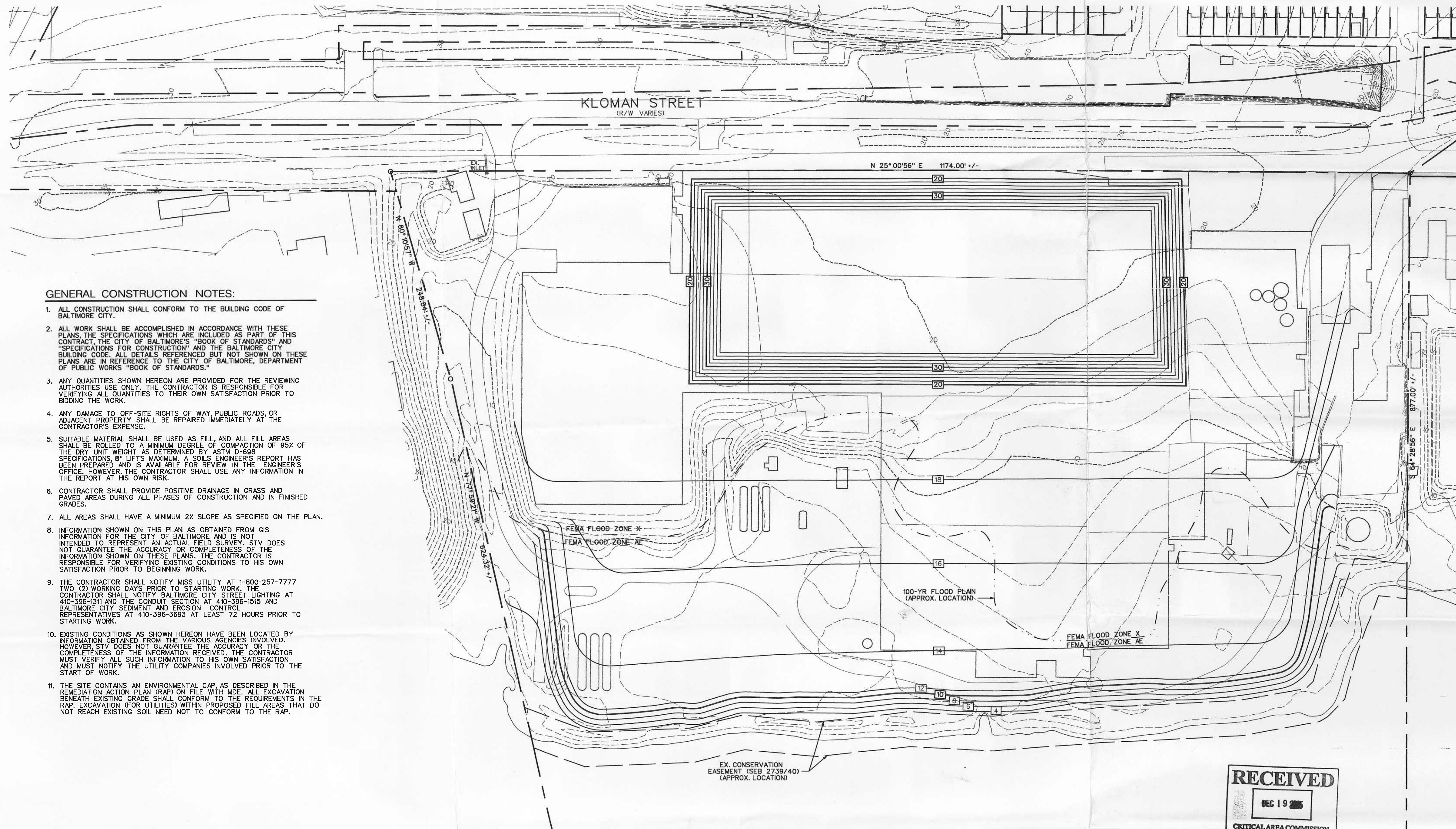
**GENERAL NOTE:**

- INFORMATION SHOWN ON THIS PLAN AS OBTAINED FROM GIS INFORMATION FOR THE CITY OF BALTIMORE AND IS NOT INTENDED TO REPRESENT AN ACTUAL FIELD SURVEY. STV DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN ON THESE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS TO HIS OWN SATISFACTION PRIOR TO BEGINNING WORK.
- BUILDING DEMOLITION UNDER SEPARATE PERMIT.



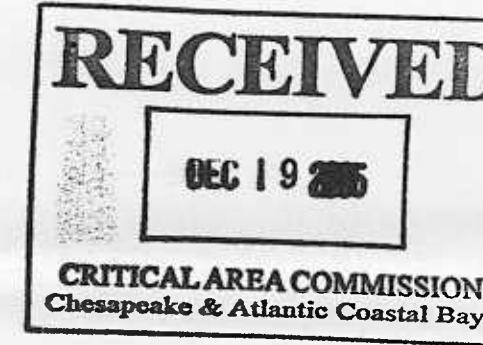
**VICINITY MAP**  
SCALE: 1" = 2,000'

**CITY OF BALTIMORE APPROVAL STAMPS**



**GENERAL CONSTRUCTION NOTES:**

- ALL CONSTRUCTION SHALL CONFORM TO THE BUILDING CODE OF BALTIMORE CITY.
- ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THESE PLANS, THE SPECIFICATIONS WHICH ARE INCLUDED AS PART OF THIS CONTRACT, THE CITY OF BALTIMORE'S "BOOK OF STANDARDS" AND "SPECIFICATIONS FOR CONSTRUCTION" AND THE BALTIMORE CITY BUILDING CODE. ALL DETAILS REFERENCED BUT NOT SHOWN ON THESE PLANS ARE IN REFERENCE TO THE CITY OF BALTIMORE, DEPARTMENT OF PUBLIC WORKS "BOOK OF STANDARDS."
- ANY QUANTITIES SHOWN HEREON ARE PROVIDED FOR THE REVIEWING AUTHORITIES USE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES TO THEIR OWN SATISFACTION PRIOR TO BIDDING THE WORK.
- ANY DAMAGE TO OFF-SITE RIGHTS OF WAY, PUBLIC ROADS, OR ADJACENT PROPERTY SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE.
- SUITABLE MATERIAL SHALL BE USED AS FILL AND ALL FILL AREAS SHALL BE ROLLED TO A MINIMUM DEGREE OF COMPACTION OF 95% OF THE DRY UNIT WEIGHT AS DETERMINED BY ASTM D-698 SPECIFICATIONS, 8" LIFTS MAXIMUM. A SOILS ENGINEER'S REPORT HAS BEEN PREPARED AND IS AVAILABLE FOR REVIEW IN THE ENGINEER'S OFFICE. HOWEVER, THE CONTRACTOR SHALL USE ANY INFORMATION IN THE REPORT AT HIS OWN RISK.
- CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE IN GRASS AND PAVED AREAS DURING ALL PHASES OF CONSTRUCTION AND IN FINISHED GRADES.
- ALL AREAS SHALL HAVE A MINIMUM 2% SLOPE AS SPECIFIED ON THE PLAN.
- INFORMATION SHOWN ON THIS PLAN AS OBTAINED FROM GIS INFORMATION FOR THE CITY OF BALTIMORE AND IS NOT INTENDED TO REPRESENT AN ACTUAL FIELD SURVEY. STV DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN ON THESE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS TO HIS OWN SATISFACTION PRIOR TO BEGINNING WORK.
- THE CONTRACTOR SHALL NOTIFY MISS UTILITY AT 1-800-257-7777 TWO (2) WORKING DAYS PRIOR TO STARTING WORK. THE CONTRACTOR SHALL NOTIFY BALTIMORE CITY STREET LIGHTING AT 410-396-1311 AND THE CONDUIT SECTION AT 410-396-1515 AND BALTIMORE CITY SEDIMENT AND EROSION CONTROL REPRESENTATIVES AT 410-396-3693 AT LEAST 72 HOURS PRIOR TO STARTING WORK.
- EXISTING CONDITIONS AS SHOWN HEREON HAVE BEEN LOCATED BY INFORMATION OBTAINED FROM THE VARIOUS AGENCIES INVOLVED. HOWEVER, STV DOES NOT GUARANTEE THE ACCURACY OR THE COMPLETENESS OF THE INFORMATION RECEIVED. THE CONTRACTOR MUST VERIFY ALL SUCH INFORMATION TO HIS OWN SATISFACTION AND MUST NOTIFY THE UTILITY COMPANIES INVOLVED PRIOR TO THE START OF WORK.
- THE SITE CONTAINS AN ENVIRONMENTAL CAP, AS DESCRIBED IN THE REMEDIATION ACTION PLAN (RAP) ON FILE WITH MDE. ALL EXCAVATION BENEATH EXISTING GRADE SHALL CONFORM TO THE REQUIREMENTS IN THE RAP. EXCAVATION (FOR UTILITIES) WITHIN PROPOSED FILL AREAS THAT DO NOT REACH EXISTING SOIL NEED NOT TO CONFORM TO THE RAP.



**SHEET INDEX**

C-1.01	PLOT PLAN
C-1.02	EXISTING CONDITIONS PLAN
C-2.01	MASS GRADING PLAN
C-3.01	MASS GRADING EROSION AND SEDIMENT CONTROL PLAN
C-3.02	EROSION AND SEDIMENT CONTROL NOTES
C-3.03	EROSION AND SEDIMENT CONTROL NOTES AND DETAILS

"FOR GRADING ONLY"

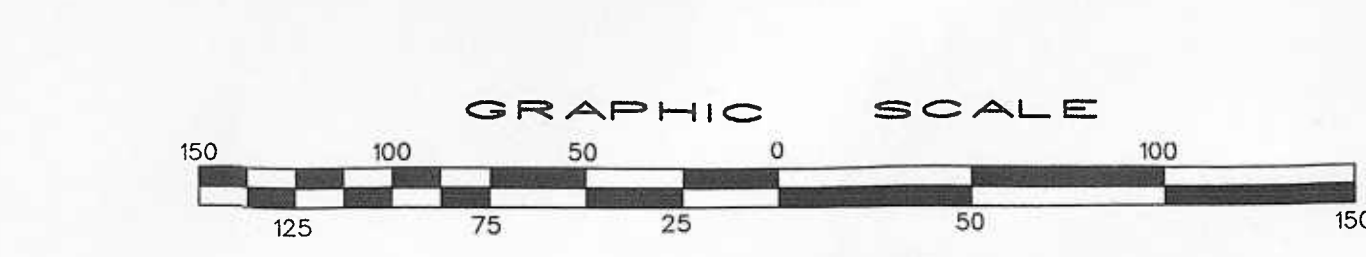


**STV Incorporated**  
engineers / architects / planners / scientists / construction managers  
7125 Ambassador Road Baltimore, MD 21244-2708 (410) 944-9112

**REVISIONS RECEIVED**

NO.	DATE	DESCRIPTION
	DEC 19 2005	

CRITICAL AREA COMMISSION  
Chesapeake & Atlantic Coastal Bays



**PLAN PREPARATION**

DRAWN BY:	SRB	DATE:	10/12/05
DESIGNED BY:	KPD/ NEL	SCALE:	1" = 50'
CHECKED BY:	REC	JOB NO.:	61-12271

**PLOT PLAN**  
**WESTPORT - CARR-LOWREY**  
2201 KLOMAN STREET  
BALTIMORE, MARYLAND 21230  
WARD 25 SECTION 5 BLOCK 7612 LOT 6

**DRAWING NO.**  
C-1.01  
**SHEET NO.**  
1 of 6

N:\PROJECTS\2005\215\215\_001\Drawings\CIV\10-12-05.dwg

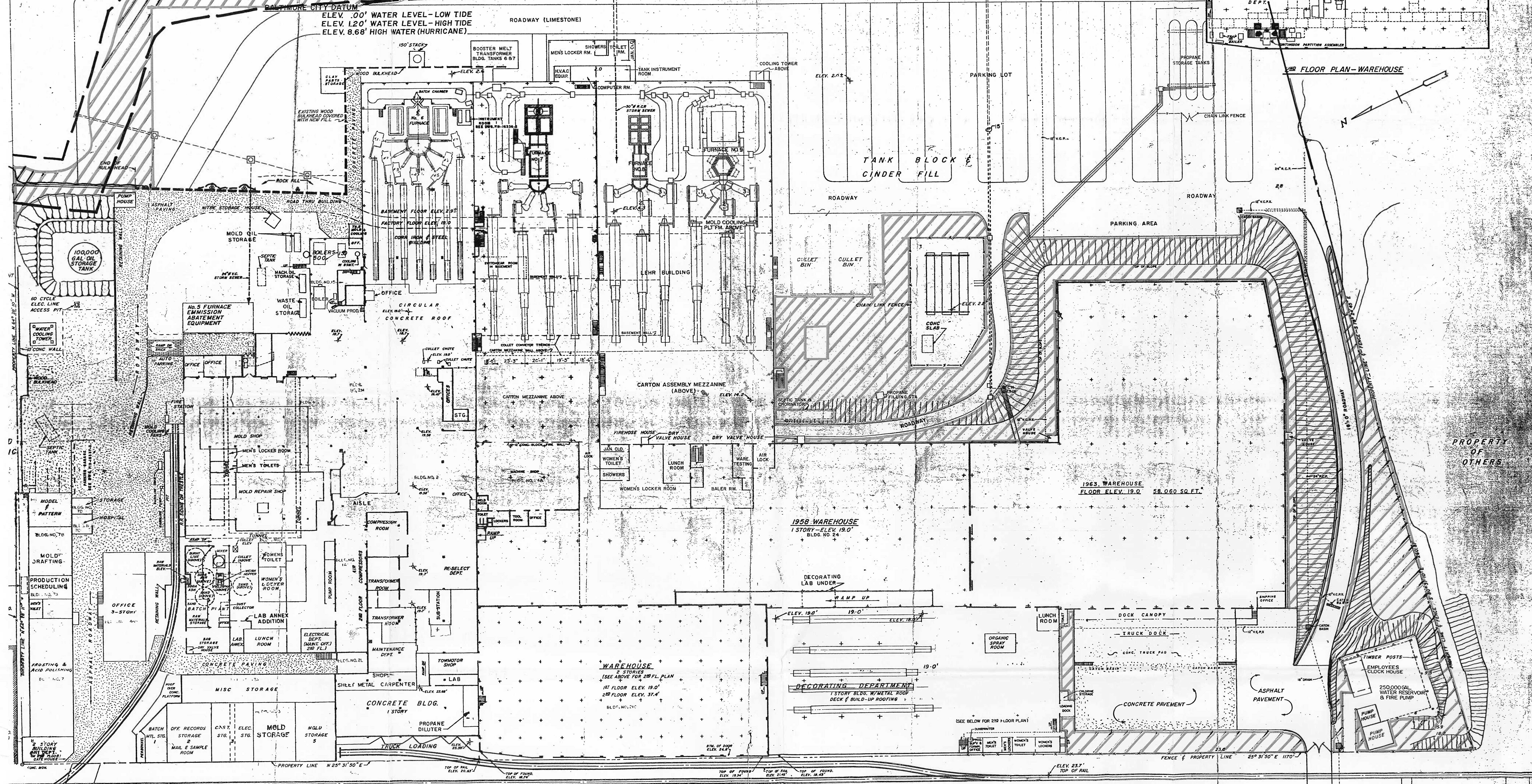
PATAPSCO RIVER

EXISTING CONSERVATION EASEMENT (SEC 2739/40) APPROX. LOCATION

MIDDLE BRANCH

CARR LOWRY DATUM - APRIL 19, 1955  
 ELEV. -1.76' WATER LEVEL - LOW TIDE  
 ELEV. -0.56' WATER LEVEL - HIGH TIDE  
 ELEV. +6.92' HIGH WATER (HURRICANE)

BALTIMORE CITY DATUM  
 ELEV. .00' WATER LEVEL - LOW TIDE  
 ELEV. 1.20' WATER LEVEL - HIGH TIDE  
 ELEV. 8.68' HIGH WATER (HURRICANE)



CARR-LOWREY:  
 PERVIOUS COVER PLAN  
 REV INCORPORATED

11.12.05  
 SCALE: 1" = 30'

PERVIOUS SURFACE

NOTE:  
 LIMITS OF PERVIOUS COVER DEPICTED ON THIS PLAN WERE IDENTIFIED DURING A 11/17/05 SITE INSPECTION.  
 SITE AREA: 16.74+/- ACRES  
 PERVIOUS AREA: 2.14 ACRES (12.8%)

2ND FLOOR PLAN DECORATING DEPARTMENT

RECEIVED  
 DEC 21 2005

16	ADDED CULLET BINS	6-14-85	B.W.
17	REVISED TO DATE	12-4-78	WR.
18	REVISED SHORE LINE	12-27-72	CLS
19	REVISED TO DATE	4-18-79	TA.
NO.	REVISED	DATE	BY