

**PROGRAMMATIC AGREEMENT
AMONG
THE CITY OF BALTIMORE,
EAST BALTIMORE DEVELOPMENT INCORPORATED,
THE BALTIMORE COMMISSION FOR HISTORICAL AND ARCHITECTURAL PRESERVATION,
SECOND CHANCE INCORPORATED
AND
THE MARYLAND HISTORICAL TRUST
REGARDING
THE EAST BALTIMORE DEVELOPMENT PROJECT (BIOTECH PARK INITIATIVE);
SPECIFICALLY PHASE ONE**

WHEREAS, the City of Baltimore, Maryland (City) and East Baltimore Development Incorporated (EBDI), collectively referred to in this Programmatic Agreement (Agreement) as the City/EBDI, intend to implement a complex undertaking known as the East Baltimore Development Project/Biotech Park Initiative (Biotech Park Initiative); and

WHEREAS, the Biotech Park Initiative will include multiple undertakings such as acquisition, relocation, rehabilitation, new construction, demolition and a wide variety of related activities in an area of the City generally referred to as East Baltimore; and

WHEREAS, the City/EBDI intend to utilize Section 108 Loan funding provided through the U.S. Department of Housing and Urban Development (HUD) in order to implement the Biotech Park Initiative; and

WHEREAS, the responsibility for compliance with Section 106 of the National Historic Preservation Act for Section 108 Loans has been delegated from HUD to the loan recipients, the City/EBDI, under HUD's Environmental Regulations, 24 CFR Part 58, as part of HUD's Community Development Block Grant (CDBG) Program; and

WHEREAS, the City/EBDI also propose to use a grant (Grant) authorized by the General Assembly of Maryland to implement the Biotech Park Initiative; and

WHEREAS, use of the Grant necessitates conformance with the requirements of Article 83B, §§ 5-617, 5-618 and 5-619 of the Annotated Code of Maryland; and

WHEREAS, the Biotech Park Initiative will require additional Federal and State funding and involvement which will also require compliance with Section 106 of the National Historic Preservation Act and Article 83B, §§ 5-617, 5-618 and 5-619 of the Annotated Code of Maryland; and

WHEREAS, this Agreement provides mechanisms to achieve compliance for future Federal and State funding and involvement, where appropriate; and

WHEREAS, this Agreement addresses many general aspects of the overall Biotech Park Initiative but is specifically tailored to the details of Phase One of the Biotech Park Initiative; and

WHEREAS, a separate Programmatic Agreement or Agreements shall be developed for future phases of the Biotech Park Initiative; and

WHEREAS, the City/EBDI has consulted with the Maryland State Historic Preservation Office/Maryland Historical Trust (Trust) regarding the undertaking's potential to affect historic properties in accordance with Section 106 of the National Historic Preservation Act and Article 83B, §§ 5-617, 5-618 and 5-619 of the Annotated Code of Maryland; and

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WHEREAS, the City/EBDI and the Trust concur that the undertaking will have adverse effects on the Middle East Historic District, the Baltimore East/South Clifton Park Historic District [a.k.a. Collington Square Historic District (MIHP No. B-5077)] and adjacent historic districts and individual properties within East Baltimore which are eligible for listing, or listed in the National Register of Historic Places and the Maryland Register of Historic Properties; and

WHEREAS, the Advisory Council on Historic Preservation (Council) has been notified of the adverse effect determination in accordance with 36 CFR Part 800.6(a)(1) and of the intent of the City/EBDI and the Trust to develop and implement this Agreement in accordance 36 CFR Part 800.14(1), but has declined to participate in the consultation process and, thereby, indicated its acceptance of this Agreement; and

WHEREAS, the Baltimore Commission for Architectural and Historical Preservation (CHAP) has participated in the consultation and has been invited to be a signatory to this Agreement; and

WHEREAS, Second Chance Inc., a 501(c)3 salvage corporation has been consulted regarding the salvage efforts identified in this Agreement and has been invited to be a signatory to this Agreement; and

WHEREAS, Baltimore Heritage Inc. and Preservation Maryland have participated in the consultation process and have been invited to be concurring parties; and

WHEREAS, the City/EBDI provided additional opportunities for public involvement during development of the Biotech Park Initiative Master Plan;

NOW, THEREFORE, the City/EBDI, the Trust, all signatories and all concurring parties agree that the Biotech Park Initiative shall be implemented in accordance with the following stipulations in order to take into account its effects on historic properties.

Stipulations

The City/EBDI shall ensure the following measures are carried out:

I. PART ONE: OVERALL BIOTECH PARK INITIATIVE STIPULATIONS:

1. AREA OF POTENTIAL EFFECT (APE):

For purposes of this Agreement, the Biotech Park Initiative Area of Potential Effect (APE) is the area defined by all properties highlighted in color on the Biotech Park Initiative Master Plan (*Urban Design Associates, East Baltimore Master Plan, 2002*) (Attachment A) and any adjacent areas where visual, audible or other secondary effects on historic properties can be reasonably connected to implementation of the Biotech Park Initiative.

2. BIOTECH PARK INITIATIVE MASTER PLAN:

- a. The Trust acknowledges that the Biotech Park Initiative Plan developed by Urban Design Associates incorporates some consideration of historic preservation concerns and is, therefore, generally appropriate for implementation in some areas.
- b. Within the footprint of the Master Plan and in those areas where historic preservation concerns are identified by the Trust, the City/EBDI agree to implement the measures identified in his Agreement in order to adequately take into account the effects of Federal and State undertakings on historic properties in a manner that satisfies the requirements of Section 106 of the National Historic Preservation Act and Article 83B §§ 5-617 and 5-618 of the Annotated Code of Maryland.

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3. DESIGN GUIDELINES:

- a. The Trust acknowledges that the Design Guidelines (as defined in the City's five Urban Renewal Plans for East Baltimore) developed for the Biotech Park Initiative are generally appropriate for implementation for non-historic buildings.
- b. The City/EBDI agree to follow the recommendations of the *Secretary of the Interior's Standards* (Attachment B) for implementation of all rehabilitation projects involving buildings which are eligible for or listed in the National Register of Historic Places.
- c. The City/EBDI further agree to strict adherence to the *Secretary of the Interior's Standards* for all projects being carried out within a Primary Preservation Area or involving an Individual Landmark Building as described below. X

4. INDIVIDUAL LANDMARK BUILDINGS:

- a. The twenty-two (22) individual buildings within the Biotech Park Initiative APE listed in Attachment C of this Agreement have been identified as Individual Landmark Buildings.
- b. Since these buildings exhibit characteristics that would likely qualify them for individual listing in the National Register of Historic Places, the City/EBDI shall hire a qualified cultural resources firm that meets the *Secretary of the Interior's Professional Qualifications Standards* to prepare National Register nomination packages for those Individual Landmark Buildings that are not located within a historic district and thereby, ineligible to be listed as contributing elements of a historic district.
- c. After consultation with the buildings' owners and provided the owners of these Individual Landmark Buildings agree to allow the nominations to be produced, the City/EBDI shall submit the nominations to the Trust and the Keeper of the National Register.
- d. The City/EBDI shall also consult with the buildings' owners to explain the benefits of City, State and Federal historic preservation tax credit programs.
- e. The City/EBDI agree that these buildings warrant greater efforts for preservation and rehabilitation in strict accordance with the *Secretary of the Interior's Standards*. Therefore, the City/EBDI shall, in consultation with the Trust, protect, preserve and/or rehabilitate these buildings to the maximum extent feasible in strict accordance with the *Secretary of the Interior's Standards* when any project being carried out as part of, or related to the Biotech Park Initiative has the potential to affect these buildings.
- f. As early as possible after any such project has been identified for implementation, the City/EBDI shall forward all documentation necessary to fully explain the project (i.e., photographs, maps, plans, elevations etc.) to the Trust and allow thirty (30) days from the date of receipt for the Trust to provide comments.
- g. The City/EBDI shall cooperate fully with the Trust to ensure that any comments are incorporated into the final project design.
- h. The City/EBDI shall also cooperate fully with the Trust to provide for the granting of historic preservation easements on these buildings, when agreed upon by the buildings' owners, so that their historic integrity may be preserved in perpetuity.

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5. PRIMARY PRESERVATION AREAS:

- a. The three (Baltimore East/South Clifton Park, the portion of Broadway that is within the Biotech Park Initiative APE but not included in the Baltimore East/South Clifton Park Historic District and Madison Square) areas within the Biotech Park Initiative APE listed in Attachment D of this Agreement have been identified as Primary Preservation Areas.
- b. One of these areas, Baltimore East/South Clifton Park (MIHP No. B-5077), is already listed in the National Register of Historic Places. Since the other two areas also exhibit characteristics that would likely qualify them for listing as historic districts in the National Register of Historic Places, the City/EBDI shall provide adequate notice to the property owners in these areas which explains the National Register and the benefits of City, State and Federal historic preservation tax credit programs and hire a qualified cultural resources firm that meets the *Secretary of the Interior's Professional Qualifications Standards* to prepare National Register nomination packages for submittal to the Trust and the Keeper of the National Register.
- c. For purposes of this Agreement, Madison Square shall refer to the portion of the Biotech Park Initiative APE that is west of Broadway but the boundaries for the Madison Square National Register Historic District nomination shall be based upon the historical research conducted by the qualified cultural resources firm and need not coincide with the Biotech Park Initiative APE in any way.
- d. The portion of Broadway that is within the Biotech Park Initiative APE but not included in the Baltimore East/South Clifton Park Historic District shall be considered by the qualified cultural resources firm for possible inclusion in the Middle East Historic District as described in Stipulation 6, below.
- e. The City/EBDI agree that these areas warrant greater efforts for preservation and rehabilitation in strict accordance with the *Secretary of the Interior's Standards*.
- f. The City/EBDI shall, in consultation with the Trust, protect, preserve and/or rehabilitate these areas to the maximum extent feasible in strict accordance with the *Secretary of the Interior's Standards* when any project being carried out as part of, or related to the Biotech Park Initiative has the potential to affect properties in these areas.
- g. No demolition of historic properties shall occur within the Primary Preservation Areas unless the City/EBDI can justify that there is no feasible and prudent alternative to demolition and until such time that the Trust concurs that no feasible and prudent alternative exists.
- h. As early as possible after any such project has been identified for implementation, the City/EBDI shall forward all documentation necessary to fully explain the project (i.e., photographs, maps, plans, elevations etc.) to the Trust and allow thirty (30) days from the date of receipt for the Trust to provide comments.
- i. The City/EBDI shall cooperate fully with the Trust to ensure that any comments are incorporated into the final project design.
- j. The City/EBDI shall also cooperate fully with the Trust to provide for the granting of historic preservation easements in these areas, when agreed upon by the buildings' owners, so that their historic integrity may be preserved in perpetuity.

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6. MIDDLE EAST HISTORIC DISTRICT:

- a. Since project implementation will begin first and have the most devastating effect within the boundaries of the Middle East National Register of Historic Places eligible Historic District, it is possible that the district will no longer retain sufficient integrity to be eligible for listing in the National Register after all demolition is completed.
- b. After the majority of the demolition has been completed, the City/EBDI shall hire a qualified cultural resources firm that meets the *Secretary of the Interior's Professional Qualifications Standards* to evaluate the remaining resources within the district and determine, in consultation with the Trust, if the district is still eligible.
- c. In re-evaluating the eligibility of the Middle East Historic District, the qualified cultural resources firm shall consider including the portion of Broadway that is within the Biotech Park Initiative APE but not included in the Baltimore East/South Clifton Park Historic District as contributing to the Middle East Historic District.
- d. If the Trust determines that the district is still eligible, the City/EBDI shall hire a qualified cultural resources firm to prepare National Register a nomination package for submittal to the Trust and the Keeper of the National Register.

7. NATIONAL REGISTER OF HISTORIC PLACES NOMINATION PACKAGES:

- a. The City/EBDI agree to nominate any Individual Landmark Buildings they own to the National Register of Historic Places and to encourage owners of other Individual Landmark Buildings not located within a historic district to allow their buildings to be nominated.
- b. The City/EBDI also agree to notify neighborhood residents and property owners of the intent to prepare National Register of Historic Places nominations and to encourage support of the nominations.
- c. The City/EBDI shall undertake the nomination process for the Madison Square Historic District and all Individual Landmark Buildings within thirty (30) days of the last signature of this Agreement and shall attempt to have all nominations submitted to the Trust and the Keeper of the National Register within eighteen (18) months of said date.
- d. The National Register nomination for the Middle East Historic District shall be initiated after the majority of the proposed demolition within the district has been carried out and in accordance with Stipulation 6, above.
- e. Until such time that all nominations have been submitted, the City/EBDI shall provide the Trust with a written update every sixty (60) days on the status of the National Register nominations.

8. HISTORIC PRESERVATION TAX CREDIT MARKETING:

- a. In an attempt to encourage National Register of Historic Places nominations, the City/EBDI shall actively market the City, State and Federal historic preservation tax credit programs by distributing materials available through CHAP, the Trust and the National Park Service to individual property owners and to potential developers.

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- b. The City/EBDI shall also assist CHAP and the Trust to host public meetings to explain the programs.

9. TAX CREDIT PROGRAMS USED TO ACHIEVE COMPLIANCE:

- a. The City/EBDI or its developer may assume the stipulations of this Agreement have been fulfilled for all projects that comply with the requirements of the City, State or Federal historic preservation tax credit programs. These projects include any projects that may be reviewed and approved by CHAP under the City historic preservation tax credit program and any project that receives an approved Part III from the either the State or Federal historic preservation tax credit program. Provided these conditions are met, no further notification or consultation with the Trust will be necessary for compliance purposes.
- b. Should any disagreement arise regarding the requirements of any historic preservation tax credit program or if any such project should fail to receive an approved Part II or Part III from either the State or Federal historic preservation tax credit programs, the City/EBDI or its developer shall consult with the Trust to determine if further actions are necessary to achieve compliance with the Agreement.

10. FAÇADE IMPROVEMENT GRANT PROGRAM:

- a. The City/EBDI shall establish a façade improvement grant program that provides grants to all property owners who own historic buildings facing Collington Square and Madison Square.
- b. The façade improvement program shall require rehabilitation of façades in strict adherence to the *Secretary of the Interior's Standards* and specifically prohibit the use of artificial building materials (e.g. vinyl or aluminum windows, vinyl or aluminum wrapped windows, vinyl or aluminum siding etc.).
- c. The façade improvement grant program shall also specifically prohibit substantial alterations to façades (e.g. new additions or enclosures) that are not in keeping with the historic character of the original building.
- d. The City/EBDI shall ensure that the Trust is provided photographs and other documentation necessary to document existing conditions and to fully illustrate all proposed improvements.
- e. The City/EBDI shall provide the Trust thirty (30) days from the date of receipt to review and comment on all proposals submitted under the façade improvement program.
- f. The City/EBDI shall ensure that all Trust comments are incorporated as conditions on the façade improvement grant.
- g. The façade improvement program will be established within nine (9) months of the date of the last signature on this Agreement.

11. SALVAGE AND REUSE OF HISTORIC BUILDING COMPONENTS:

- a. In order to maximize opportunities for salvage and reuse of historic building components (e.g. cornices, stairs, balustrades, mantles, windows, etc.) during implementation of the Biotech Park Initiative, the City/EBDI shall provide written notification to Second Chance Inc., a 501(c)3 salvage corporation located in Baltimore, of any properties which the Trust has approved for demolition at least thirty (30) days prior to the date of demolition.

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- b. The City/EBDI shall also provide Second Chance Inc., with full access to these properties so that salvage of historic building components can be carried out.
 - c. Failure of Second Chance Inc., to carry out salvage efforts in a timely manner shall not prohibit or delay demolition beyond the thirty (30) day time limitation.
 - d. The City/EBDI shall not notify Second Chance Inc. of, or provide opportunities for salvage in buildings identified as imminent threats to public health and safety as described below in Stipulation 12.
 - e. The City/EBDI or its developer shall reuse, to the maximum extent feasible, historic building components salvaged from the Biotech Park Initiative Area of Potential Effect and available from Second Chance Inc.
12. DEMOLITIONS NECESSARY TO ELIMINATE IMMINENT THREATS TO PUBLIC HEALTH AND SAFETY:
- a. The City/EBDI affirms that the majority of demolitions proposed as part of the Biotech Park Initiative are not necessary to eliminate imminent threats to public health and safety.
 - b. In those rare cases where the City's Building Code Official determines that immediate demolition of a property is necessary to eliminate an imminent threat to public health and safety, the City/EBDI shall attempt to document the building as described below in Stipulation 13 prior to demolition.
 - c. The City/EBDI will provide the Trust with a copy of the Building Code Official's determination that such demolitions were necessary for every building within the Biotech Park Initiative Area of Potential Effect that is demolished in accordance with this Stipulation.
13. PHOTGRAPHIC DOCUMENTATION OF BUILDINGS TO BE DEMOLISHED:
- a. In order to provide an accurate record of any historic buildings that are determined, in consultation with the Trust, to be appropriate for demolition, the City/EBDI shall ensure that, at a minimum, one 35 mm, black and white photograph is taken of the primary façade of each property and that one similar photograph is taken to show the property in its historic setting (i.e. a photograph of the block in which the building is situated – multiple photographs of the same block are not required).
 - b. All photographic recordation shall be carried out in consultation with CHAP and the Trust so that the photographs can be appropriately labeled and packaged to meet the requirements of the Trust's *Standards and Guidelines for Architectural and Historical Investigations in Maryland*.
 - c. The City/EBDI shall make copies of all photographic documentation and shall provide one copy to CHAP and one copy to the Trust.
 - d. The Trust reserves the right to establish higher standards for documentation should a particular building or buildings warrant greater effort.
14. REPRESENTATIVE ALLEY HOUSE ROWS:
- a. Although not unique to the Biotech Park Initiative Area of Potential Effect, the Alley House Row (i.e. very small row houses constructed along a narrow, alley-like street) is a historic housing type that is most common within this area of Baltimore.

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- b. In order to preserve representative examples of Alley House Rows and ultimately provide this housing type as a source of affordable housing, the City/EBDI shall map all Alley House Rows within the Biotech Park Initiative Area of Potential Effect, perform a comparative analysis on their location and condition and provide the Trust with recommendations for a minimum of two Alley House Rows that will be preserved and rehabilitated.
- c. The City/EBDI shall consult further with the Trust and, within ninety (90) days of the date of the last signature on this Agreement, determine which Alley House Rows will be preserved and rehabilitated.
- d. After the City/EBDI and the Trust agree upon which Alley House Rows are best suited for preservation and rehabilitation, the City/EBDI shall develop rehabilitation plans, provide them to the Trust for a thirty (30) day review and comment period and rehabilitate them in accordance with any Trust comments.

15. THE GAY STREET CORRIDOR:

- a. Although the Biotech Park Initiative Master Plan suggests closure of portions of the Gay Street corridor, this particular long-range proposal was not developed in consultation with the Trust.
- b. Since Gay Street contributes to the historic integrity of the Biotech Park Initiative Area of Potential Effect, the City/EBDI acknowledge that closure of any portion of the street would likely constitute an adverse effect on historic properties and agree to notify the Trust, well in advance of implementation, of any proposal to alter the street.
- c. The City/EBDI further agree to consult and cooperate fully with the Trust to identify means to avoid, minimize or mitigate closure.
- d. If the Trust determines that any proposed alteration to Gay Street would constitute an adverse effect, the City/EBDI and the Trust shall consult in accordance with 36 CFR Part 800 and develop a separate Memorandum of Agreement for the project, if warranted, or address the issue in a subsequent Programmatic Agreement for a later Phase of the Biotech Park Initiative.

16. ALTERATIONS TO MADISON SQUARE:

- a. Early evaluation of properties located adjacent to, or within Madison Square, suggest that alterations to the square may be considered in a future phase of the Biotech Park Initiative.
- b. Depending upon the nature of alteration, this proposal could have the potential to constitute an adverse effect on historic properties.
- c. The City/EBDI agree to consult and cooperate fully with the Trust to identify means to avoid, minimize or mitigate any such adverse effects.
- d. If the Trust determines that any proposed alteration to Madison Square would constitute an adverse effect, the City/EBDI and the Trust shall consult in accordance with 36 CFR Part 800 and develop a separate Memorandum of Agreement for the project, if warranted, or address the issue in a subsequent Programmatic Agreement for a later Phase of the Biotech Park Initiative.

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17. JOHN WESLEY A.M.E. CHURCH

- a. The John Wesley A.M.E. Church located at 1913 Ashland Avenue exhibits qualities which suggest that it potentially eligible for listing in the National Register of Historic Places.
- b. The members of the John Wesley A.M.E. Church have indicated that they prefer the City/EBDI to acquire and relocate their facilities, but the City/EBDI agree to consult further with the Trust to determine if an adaptive use can be identified for the building.
- c. The City/EBDI shall take not alter the building in any way until such time that agreement with the Trust is reached regarding the fate of the building.

18. SUFFICIENCY OF THIS AGREEMENT FOR OTHER FEDERAL AND STATE UNDERTAKINGS ASSOCIATED WITH THE BIOTECH PARK INITIATIVE:

- a. In order to facilitate compliance and avoid duplicative effort, the City/EBDI and the Trust agree to utilize this Agreement to the maximum extent feasible as a tool to achieve compliance for other Federal and State undertakings that may be carried out in association with the Biotech Park Initiative.
- b. In order to meet the requirements of Section 106 of the National Historic Preservation Act and Article 83B §§ 5-617 and 5-618 of the Annotated Code of Maryland, as appropriate, for these other Federal and State undertakings, the City/EBDI shall provide the Federal or State agency with a copy of this Agreement and provide the Trust with the point of contact for the specific Federal or State agency, a written description of the undertaking, a map showing its location, photographs of any potentially affected buildings and plans, as necessary to describe the project.
- c. If, within thirty (30) days of receipt of this documentation the Trust determines that this Agreement adequately addresses the effects of the undertaking on historic properties, the Trust shall provide the City/EBDI and the specific Federal or State agency with a letter stating that the undertaking will require no further consultation provided the City/EBDI and the specific Federal or State agency will sign the concurrence line located on the letter and carry out the undertaking in accordance with the stipulations of this Agreement.
- d. If the Trust determines that this Agreement does not adequately address the effects of the undertaking on historic properties, it shall provide the City/EBDI and the specific Federal or State agency with a letter stating that the undertaking will require further consultation. The City/EBDI, the specific Federal or State agency and the Trust shall then proceed to consult in accordance with 36 CFR Part 800 and develop a separate Memorandum of Agreement for the project, if warranted

19. COORDINATION FOR ALL PROPERTIES OWNED BY THE HOUSING AUTHORITY OF BALTIMORE CITY AND THE BALTIMORE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT:

- a. Since many properties owned by the Housing Authority of Baltimore City (HABC) and the Baltimore Department of Housing and Community Development (HCD) fall within the Biotech Park Initiative Area of Potential Effect, HABC and HCD agree to cooperate fully with the City/EBDI and the Trust to ensure that those properties are managed, preserved, rehabilitated or disposed of in accordance with the stipulations of this Agreement.

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- b. If agreed to in writing by HABC, HCD and the Trust, this Agreement may supersede all previous Memoranda of Agreement and Programmatic Agreements that may have been entered into for HABC/HCD-owned properties within the Biotech Park Initiative Area of Potential Effect.

20. POTENTIAL EFFECTS ON ARCHEOLOGICAL RESOURCES:

- a. Based upon general background research, the Trust has determined that the Biotech Park Initiative is unlikely to constitute an adverse effect on archeological properties that are listed in, or eligible for listing in the National Register of Historic Places.
- b. Since this research is general, however, the City/EBDI shall provide the Trust with a location map and site plan for all new construction projects that require significant ground disturbance.
- c. This documentation must be provided to the Trust as far in advance of any groundbreaking activities as possible.
- d. Within thirty (30) days of receipt of the documentation, the Trust shall provide written comments to indicate whether or not further archeological investigations are warranted.
- e. The City/EBDI shall fund any necessary archeological investigations, provide adequate opportunity for them to be carried out and ensure that the work is performed in accordance with the Trust's *Standards and Guidelines for Archeological Investigations in Maryland (1994)*.
- f. If the Trust determines that the new construction project will constitute an adverse effect on archeological properties, the City/EBDI and the Trust shall consult in accordance with 36 CFR Part 800 and develop a separate Memorandum of Agreement for the project, if warranted

21. MONITORING:

- a. The Trust reserves the right to monitor the progress of all projects being carried out as part of the Biotech Park Initiative.
- b. If, for any reason, the Trust determines that a project is being implemented or has been implemented in a manner that is not consistent with the requirements of this Agreement, the Trust will provide written comments to the City/EBDI for review and comment.
- c. The City/EBDI shall provide a written response to the Trust's comments within thirty (30) days of receipt that includes all necessary supporting documentation to explain implementation of the project.
- d. If the Trust determines that the City/EBDI comments do not justify the circumstances, the City/EBDI shall cooperate fully with the Trust to rectify the situation.
- e. Any dispute that may occur as a result shall be addressed in accordance with Stipulation III (1) [Dispute Resolution] of this Agreement.

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22. **FAILURE OF THIS AGREEMENT TO ADEQUATELY TAKE INTO ACCOUNT THE EFFECTS OF THE BIOTECH PARK INITIATIVE ON HISTORIC PROPERTIES:**

- a. Since the Biotech Park Initiative is a large, multi-faceted and long-range undertaking, it is possible that this Agreement may fail to adequately take into account the effects of the undertaking on historic properties for future individual projects.
- b. The Trust, therefore, retains the right to determine that further consultation in accordance with 36 CFR Part 800 may be necessary to achieve compliance with Section 106 of the National Historic Preservation Act or Article 83B, §§ 5-617 and 5-618 for future individual projects.
- c. Should the Trust determine that further consultation is required for future individual projects, it shall provide the City/EBDI with written notice and all parties shall then proceed to consult in accordance with 36 CFR Part 800 for the individual projects.

II. **PART TWO: PHASE ONE BIOTECH PARK INITIATIVE STIPULATIONS:**

1. **PHASE ONE IMPLEMENTATION AREAS:**

For purposes of this Agreement, Phase One of the Biotech Park Initiative will occur within the following areas that are identified on the map found in Attachment D of this Agreement:

- a. The "Primary Biotech Park Area" is where the majority of new construction to house and support the biotechnology-related industry will occur, and
- b. The "Primary Residential Area" is where most of the new residential units will be constructed.
- c. In addition to these two core areas, some Phase One activities will also occur within the Primary Preservation Areas.

2. **PRIMARY BIOTECH AREA FOR PHASE ONE:**

- a. Since the Primary Biotech Area is targeted for construction within the boundaries of the Middle East Historic District, Phase One of the Biotech Park Initiative will constitute an adverse on historic properties.
- b. Recognizing the need to construct new facilities specifically tailored for the biotechnology industry and in consideration of the dilapidated conditions and compromised historic setting of this portion of the Middle East Historic District, all parties agree that the only consultation necessary for Biotech Park Initiative activities conducted within the boundaries of the Primary Biotech Area are photographic recordation in accordance with Stipulation I (13) of this Agreement and the submittal of site plans for new construction in accordance with Stipulation I (19) for archeological review.
- c. All site plans and elevations for new construction within the Primary Biotech Area shall be submitted to the Trust for a thirty (30) day review as soon as possible after they are completed
- d. All parties agree that the historic building located at 1809 Ashland Avenue shall be preserved in place and not be altered in any way in accordance with the easement the Trust holds on the building.

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3. PRIMARY RESIDENTIAL AREA FOR PHASE ONE:

- a. The Primary Residential Area is targeted for construction within a portion of the Middle East Historic District that includes historic buildings in relatively good condition and that exhibits a higher degree of historic integrity than the portion of the district targeted for the Primary Biotech Area.
- b. The Sweet Prospect Baptist Church located at 1013-1015 North Durham Street shall be preserved in place and not be altered in any way.
- c. Although the Biotech Park Initiative Master Plan calls for the majority of the historic buildings in this area to be acquired and demolished to make way for new construction, the City/EBDI agree to consult further with the Trust to develop a reasonable compromise strategy that optimizes preservation and rehabilitation of historic buildings and allows the Primary Residential Area to serve as a "transition" between old and new construction.
- d. In order to formalize this reasonable compromise strategy, the City/EBDI and the Trust shall consult to develop a block-by-block, color-coded map for the Primary Residential Area that indicates which buildings will be retained for rehabilitation and which will be demolished.
- e. This map will be completed within ninety (90) days of the date of the last signature on this Agreement and shall be based upon, the following criteria:
 - Intact clusters of four or more houses will be seriously considered for preservation.
 - Properties located on corner lots will be seriously considered for preservation since they help to define historic streetscape boundaries.
 - The architectural characteristics of the buildings will be taken into account (i.e., are the buildings "high style" buildings or do they represent good examples of historic housing types?)
 - The potential benefits of the City, State and Federal historic preservation tax credit programs will be taken into account.
 - The condition of buildings will be taken into account.
 - The costs of rehabilitation as it relates to HUD's 104(d) requirement to replace every unit of low income housing that is demolished (HCD is performing analysis) will be taken into account.
 - New elements called for in the Biotech Park Initiative Master Plan (e.g., parks), will be evaluated for possible relocation to allow for preservation of intact historic housing units.
 - Any views provided by interested parties will be taken into account.
- f. Upon selection of a master developer for the Biotech Park Initiative, the City/EBDI and the Trust shall consult with the developer to evaluate the Primary Residential Area map in light of the developer's requirements.
- g. Should the developer desire revisions to the map, the City/EBDI, the developer and the Trust shall consult to reach a mutually agreeable solution that balances the needs of all parties.

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- h. Failure to reach agreement shall be addresses in accordance with Stipulation III (1) [Dispute Resolution] of this Agreement.
- i. Upon completion of the map, the City/EBDI or its developer shall forward all documentation necessary to fully explain individual projects (i.e., photographs, maps, plans, elevations etc.) within the Primary Residential Area to the Trust and allow thirty (30) days from the date of receipt for the Trust to provide comments.
- j. The City/EBDI and its developer shall cooperate fully with the Trust to ensure that any comments are incorporated into the final project designs.

4. PRIMARY PRESERVATION AREAS FOR PHASE ONE:

- a. The City/EBDI agree to comply fully with all applicable stipulations of this Agreement for all projects being carried out within the Primary Preservation Areas for Phase One of the Biotech Park Initiative.

III. PART THREE: ADMINISTRATIVE STIPULATIONS:

1. DISPUTE RESOLUTION:

- a. Should any party to this Agreement object in writing to any Federally-sponsored action carried out or proposed in connection with the implementation of this Agreement, the signatories shall consult with the objecting party to resolve the objection. If after initiating such consultation the City/EBDI or the Trust determines that the objection cannot be resolved through consultation, the City/EBDI shall forward all documentation relevant to the objection to the Advisory Council on Historic Preservation for comment in accordance with applicable sections of 36 CFR Part 800.
- b. The City/EBDI shall take into account any Council recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the responsibility of the City/EBDI to carry out all actions under this Agreement that are not the subjects of the objection shall remain unchanged.
- c. Should any party to this Agreement object in writing to any State-sponsored action carried out or proposed in connection with the implementation of this Agreement, the signatories shall consult with the objecting party to resolve the objection. If after initiating such consultation the City/EBDI or the Trust determines that the objection cannot be resolved through consultation, the City/EBDI shall forward all documentation relevant to the objection to the Director of the Trust who will respond in accordance with applicable sections of Article 83B, §§ 5-617 and 5-618.
- d. The City/EBDI shall take into account any Trust recommendation or comment or any recommendation or comment provided by the Maryland Advisory Council on Historic Preservation in accordance with this stipulation and with reference only to the subject of the objection; the responsibility of the City/EBDI to carry out all actions under this Agreement that are not the subjects of the objection shall remain unchanged.

2. DURATION AND TERMINATION:

- a. This Agreement shall remain in effect for five (5) years following the date of the last signature on this Agreement.

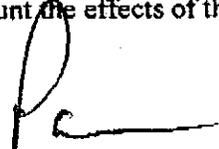
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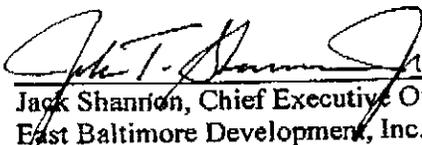
- b. If, during the term of this Agreement, and after any required dispute resolution under Stipulation III (1) [Dispute Resolution] of this Agreement, the Trust determines that the City/EBDI is in violation of any of the terms of this Agreement, the Trust may terminate this Agreement by providing 30 days notice to the City/EBDI, provided that the parties shall consult during or prior to termination to seek agreement on steps the City/EBDI must take to cure the violation and avoid termination of this Agreement.

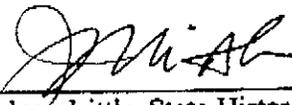
3. AMENDMENTS AND ADDENDA:

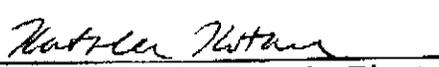
In the event that the City/EBDI or the Trust determines that alterations or addenda to this Agreement are necessary, the parties will consult to define mutually acceptable amendments and/or addenda and incorporate them as necessary.

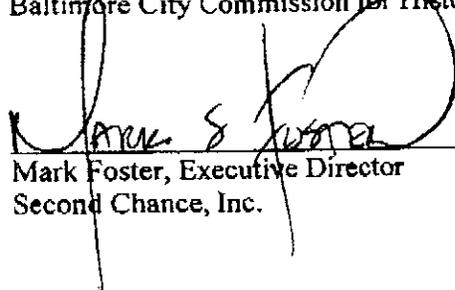
Execution of this Agreement and implementation of its terms evidence that the City/EBDI has afforded the Advisory Council on Historic Preservation and the Maryland Historical Trust an opportunity to comment on the East Baltimore Development Initiative (Biotech Park Initiative) and its effects on historic properties, and that the City/EBDI has taken into account the effects of the undertaking on historic properties.

BY:  Date: 11/25/03
 Paul T. Graziano, Commissioner
 Department of Housing and Community Development
 Executive Director, Housing Authority of Baltimore City

BY:  Date: 11/20/03
 Jack Shannon, Chief Executive Officer
 East Baltimore Development, Inc.

BY:  Date: 11-25-03
 J. Rodney Little, State Historic Preservation Officer and Director
 Maryland Historical Trust

BY:  Date: 11/24/03
 Kathleen Kotarba, Executive Director
 Baltimore City Commission for Historical and Architectural Preservation

BY:  Date: 11/21/2003
 Mark Foster, Executive Director
 Second Chance, Inc.

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CONCURRING PARTIES:

BY: John Maclay Date: 12/3/03
John Maclay, President
Baltimore Heritage Inc.

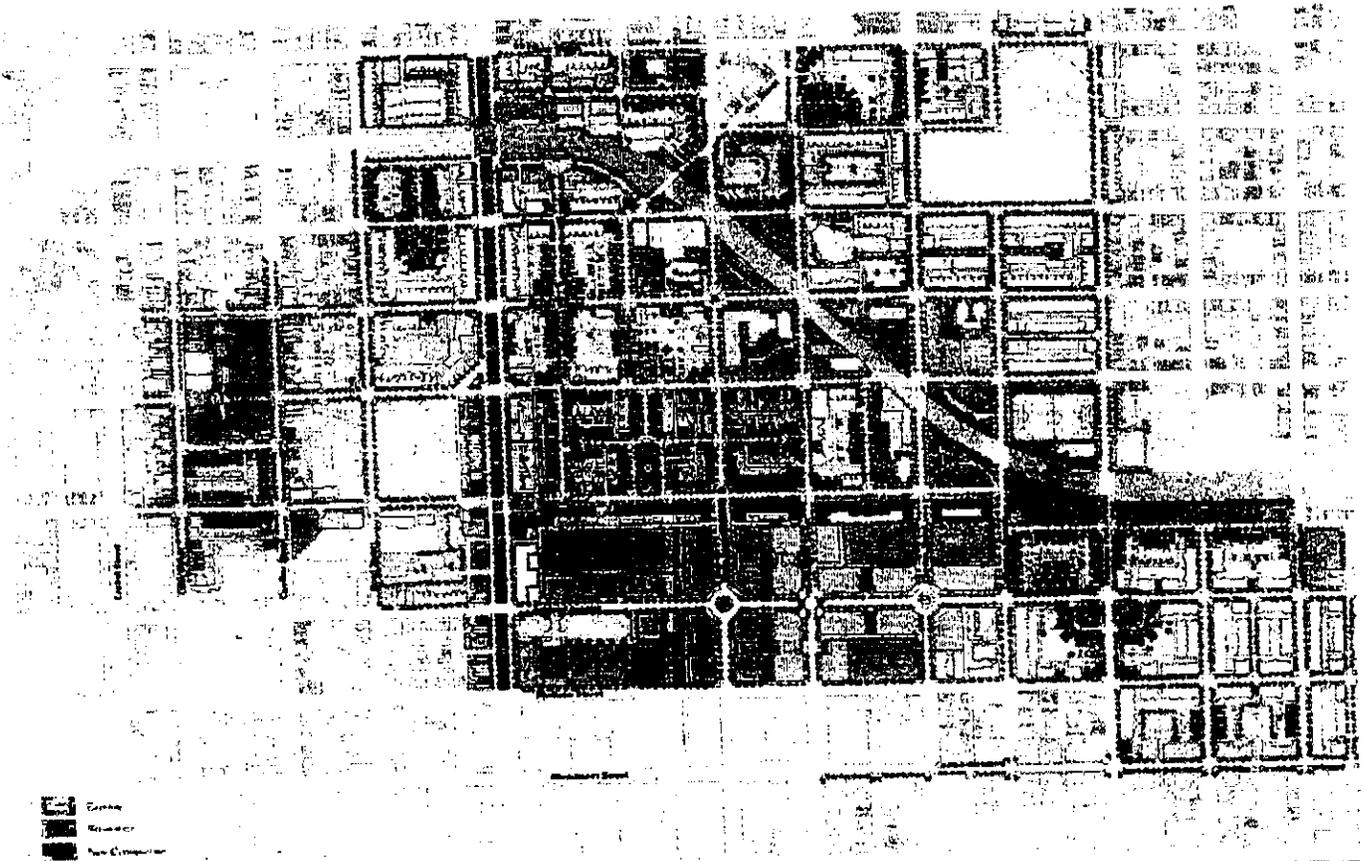
BY: Tyler Gearhart Date: 12/4/03
Tyler Gearhart, Executive Director
Preservation Maryland

LIST OF ATTACHMENTS:

- Attachment A -- Biotech Park Master Plan Map/Area of Potential Effect
- Attachment B -- *Secretary of the Interior's Standards*
- Attachment C -- Individual Landmark Buildings Map
- Attachment D -- Primary Preservation Areas and Phasing Map

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THE BIOTECH PARK INITIATIVE PROGRAMMATIC AGREEMENT ATTACHMENT A "BIOTECH PARK MASTER PLAN / AREA OF POTENTIAL EFFECT"



Master Plan
East Baltimore Revitalization Plan | Baltimore, Maryland

URBAN DESIGN ASSOCIATES
INCORPORATED

**THE BIOTECH PARK INITIATIVE PROGRAMMATIC AGREEMENT
ATTACHMENT B
"SECRETARY OF THE INTERIOR'S STANDARDS"**

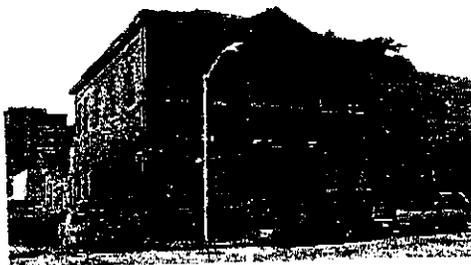
The *Secretary of the Interior's Standards for Rehabilitation* (Standards) are ten basic principles created to help preserve the distinctive character of a historic building and its site, while allowing for reasonable change to meet new needs. The Standards (36 CFR Part 67) apply to historic buildings of all periods, styles, types, materials, and sizes. They apply to both the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are listed below:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

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**THE BIOTECH PARK INITIATIVE PROGRAMMATIC AGREEMENT
ATTACHMENT C
"INDIVIDUAL LANDMARK BUILDINGS"**

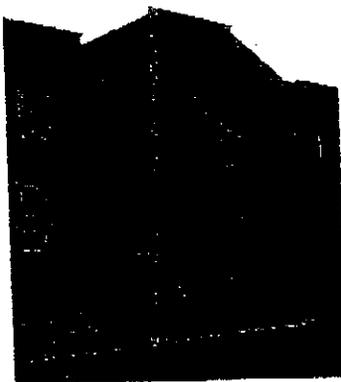
1. **"Former Police Station," 1809 Ashland, Block 1602, Lot 041.**



2. **"Old Pratt Library," 818 North Broadway, Block 1228, Lot 009**



3. **"Sweet Prospect Baptist Church," 1013-1015 North Durham, Block 1566, Lot 089**

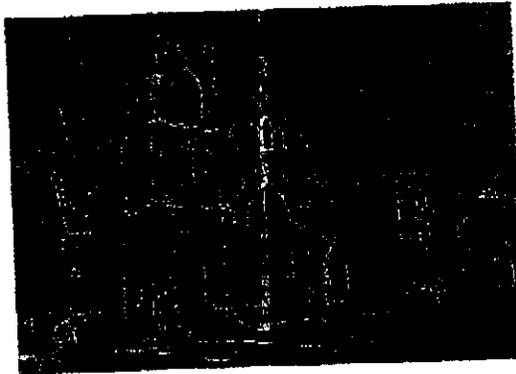


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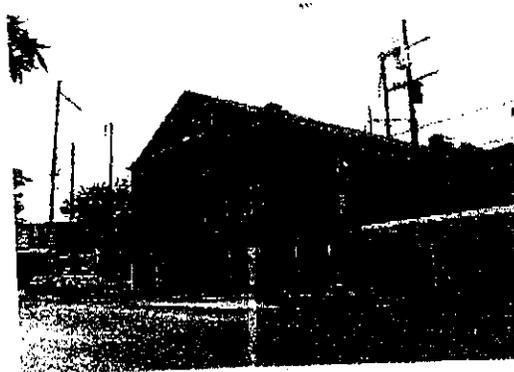
4. **"East Baltimore Deliverance Church," 1001 North Caroline, Block 1191, Lot 001**



5. **"Grace Memorial Baptist Church," 1100 North Eden, Block 1175, Lot 030**

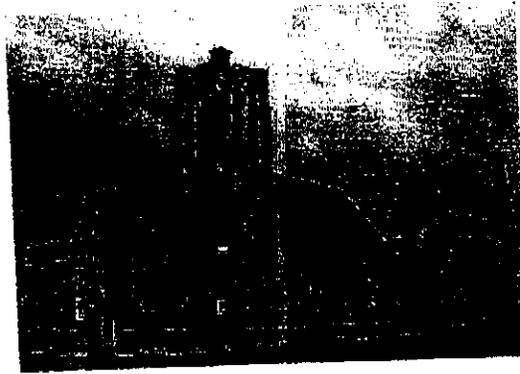


6. **"Warehouse," 1103 North Washington, Block 1551, Lot 001**



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- 7. **"Trinity AME Church," 2130 East Hoffman, Block 1501, Lot 016**



- 8. **"Hoen Building," (a.k.a. "Old Lithograph Building"), 2101 East Biddle, Block 1552, Lot 001**



- 9. **"Triumph Baptist Church," 2200 East Oliver, Block 1483, Lot 001**



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10. "Old School House Apartments," 1125 North Patterson Park, Block 1554, Lot 13



11. "Diamond Press Building," 1807 East Preston, Block 1531, Lot 029

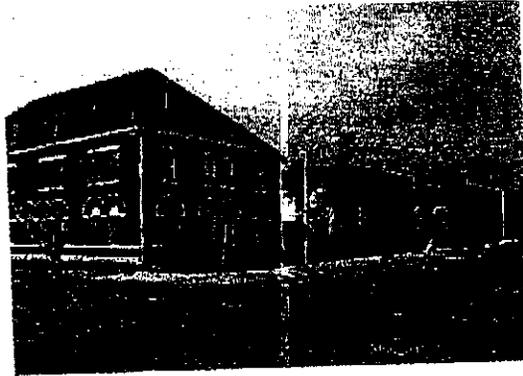


12. "First John Tabernacle Baptist Church," 1801 East Preston, Block 1531, Lot 030

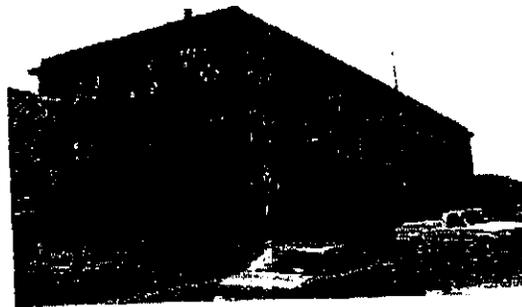


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13. **"Department of Public Works Complex," (Entire Complex) 1801-1825 East Olver, Block 1495, Lot 001**



14. **"HEBCAC-Owned Warehouse," 901 North Milton, Block 1592, Lot 054**

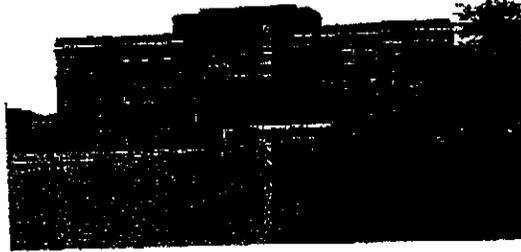


15. **"Cathedral of the Living Word," 1214 North Broadway, Block 1164B, Lot 045**



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16. **“Samuel Gompers School Building,” 1701 East North Avenue, Block 1446, Lot 016**



17. **“Great Blacks in Wax Mansion,” 1649 East North Avenue, Block 1102, Lot 055**



18. **“Saint Wenceslas Church,” 2111 Ashland, Block 1605, Lot 011**

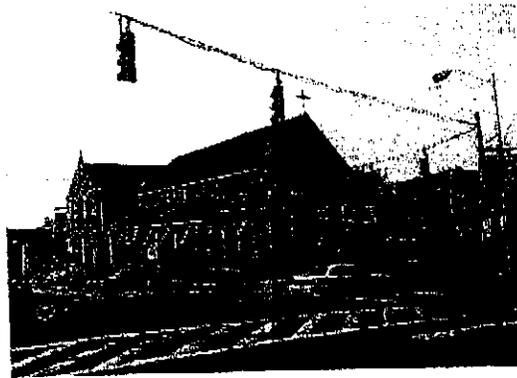


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19. **“Saint Wenceslas Lyceum,” 2102 East Madison, Block 1605, Lot 021**



20. **“Israel Baptist Church,” 1220 North Chester, Block 1533, Lot 034**

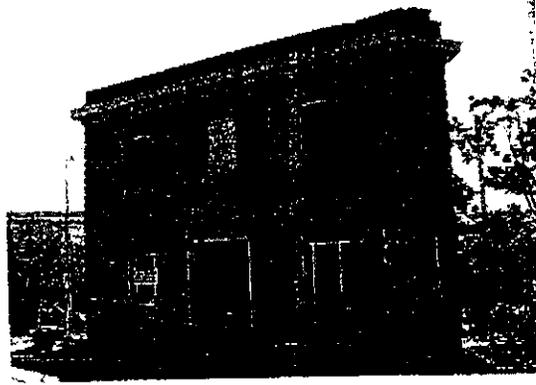


21. **“Christ United Methodist Church,” 2005 East Chase, Block 1568, Lot 016**



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22. **“Former Dentist’s Office,” (West side of Broadway at intersection of Gay Street), 1101 North Gay, Block 1164B, Lot 060**



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THE BIOTECH PARK INITIATIVE PROGRAMMATIC AGREEMENT ATTACHMENT D "PRIMARY PRESERVATION AREAS AND PHASING MAP"

