

Copies



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

VIA UPS

James B. Witkin, Esq.
Linowes and Blocher LLP
7200 Wisconsin Avenue, Suite 800
Bethesda, MD 20814

March 6, 2013

**Re: Environmental Covenant for Former General Motors Corporation, Baltimore
Assembly Plant Site – Area A**

Dear Mr. Witkin:

The enclosed Environmental Covenant has been signed by the United States Environmental Protection Agency, Region 3 (EPA) and the Maryland Department of the Environment (MDE) and notarized.

EPA requests that Duke Baltimore LLC, c/o Duke Realty Corporation, now record the Environmental Covenant on the title to the property located at 6000 Holabird Avenue, Baltimore, Maryland. Please provide EPA and MDE with a copy of the Environmental Covenant showing the clerk's recording stamps.

Thank you for your help in this matter. If you have any questions, please contact me at (215) 814-2820.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeanna R. Henry".

Jeanna R. Henry, Project Manager
Land & Chemicals Division
Office of Remediation

Enclosure

cc: Barbara Brown – MDE (PDF via email)

ENVIRONMENTAL COVENANT

HOLDERS: Maryland Department of the Environment (“Department”); Duke Baltimore LLC (“Owner”).

PROPERTY ADDRESS: 6000 Holabird Avenue, Baltimore, MD 21224—Area A (the “Property”).

This Environmental Covenant (“Environmental Covenant”) is executed pursuant to the provisions of Subtitle 8, Title 1 of the Environmental Article, Ann. Code of Md. (2007 Repl. Vol.). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the EPA and the Department.

1. **Property Affected.** The Property is located in the City of Baltimore, Maryland. The Property is located on the Former General Motors Corporation (“GM”), Baltimore Assembly Plant Facility (“Facility”). The street address of the Property is: 6000 Holabird Avenue, Baltimore, MD 21224.

The Land Records Deed Reference: Liber FMC 7313, Folio 272.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: N39.27439 W76.54525 (Datum: World Geodetic System 84).

The Property has been known by the following names: Area A, the Former Anchor Motor Freight Facility – Ward 26, Section 1, Block 6871-C, Lot 1.

A complete metes and bounds description of the Property is attached to this Environmental Covenant as Exhibit A. A map of the Property is attached to this Environmental Covenant as Exhibit B.

2. **Property Owner.** Owner is the owner of the Property. The mailing address of the Owner is: Duke Baltimore LLC, c/o Duke Realty Corporation, 4900 Seminary Road, Suite 900, Alexandria, VA, 22331, Attn: Senior Vice President.

3. **Holders/Grantees.** The Department and Owner.

4. **Description of Contamination & Remedy.** GM used the entire Facility to assemble automobiles from 1936 to 2005. Area A was used to house a trucking services operation for distributing GM vehicles. GM’s assembly operations resulted in soil and groundwater contamination at the Facility. The primary contaminants are volatile organic compounds, semi-volatile organic compounds, total petroleum hydrocarbons (gasoline range organics and diesel range organics) and metals.

The Owner purchased the Facility from GM in January 2006. The Owner subsequently entered into a Facility Lead Agreement with EPA to investigate and address releases under the Resource Conservation and Recovery Act corrective action program at the entire Facility and an

agreement with the Department to assess the entire Facility under the Department's Voluntary Cleanup Program ("VCP").

In 2007, with EPA and the Department's approval, the Owner excavated and removed soils from the Property that exceeded the soil to indoor air risk-based levels developed as part of the risk assessment for Area A. Following completion of soil removal, Area A met the cleanup standards for commercial and/or industrial land use. In accordance with the approved Remedial Action Plan for Area A, no additional remedies were required. Some contaminants remain in the Property soils above risk based residential cleanup standards. Because the Property is not intended for residential land use, a risk assessment to evaluate potential risks to residential receptors was not required or conducted. Therefore, in an August 2011 Final Decision and Response to Comments ("FDRTC"), EPA selected as the final remedy for the Property, the compliance with and maintenance of land and resource restrictions to minimize the potential for human exposure to contamination and/or protect the integrity of the remedy by limiting land or resource use.

5. **Administrative Record.** The Administrative Record pertaining to the final remedy selected in the 2011 FDRTC is located at U.S. Environmental Protection Agency, Region III, 1650 Arch Street, Philadelphia, PA 19103.

6. **Regulatory Program(s) Issuing Departmental Determination.** EPA's RCRA Corrective Action Program and the Department's VCP are responsible for having issued a determination requiring the use of this Environmental Covenant.

7. **Activity & Use Limitations.** The Property is subject to the following activity and use limitations, which the Owner and each subsequent owner of the Property shall abide by:

(a) The Property shall be restricted to commercial and/or industrial purposes and shall not be used for residential purposes unless it is demonstrated to the Department and EPA, that such use will not pose a threat to human health or the environment or adversely affect or interfere with the selected remedy and the Department, in consultation with EPA, provides prior written approval for such use;

(b) Groundwater from the Property shall not be used for any purpose other than to conduct the operation, maintenance, and monitoring activities required by the Department and/or EPA, unless it is demonstrated to the Department and EPA, that such use will not pose a threat to human health or the environment or adversely affect or interfere with the selected remedy and the Department and the EPA, provide written approval for such use; and,

(c) The Owner shall evaluate compliance with institutional controls implemented for the Property on a biennial basis (i.e., every two years) and provide a notice documenting the findings of the evaluation to EPA and the Department, substantially in the form of Exhibit C.

8. **Notice of Limitations in Future Conveyances.** Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

9. **Access by EPA and the Department.** In addition to any rights already possessed by EPA and/or the Department, this Environmental Covenant grants to EPA and the Department a right of access of the Property to implement or enforce this Environmental Covenant.

10. **Recordation & Filing with Registry.** The Owner shall file a Notice of Environmental Covenant in the Land Records of the City of Baltimore following the execution of this Environmental Covenant and send proof of the recording to EPA and the Department within 30 days of recordation. This Environmental Covenant shall be provided to the Department as soon as possible after execution for filing by the Department in the Registry of environmental covenants maintained by the Department.

11. **Termination or Modification.** This Environmental Covenant may only be terminated or modified in accordance with Section 1-809 of the Environmental Article, Ann. Code of Md. (2007 Repl. Vol.).

12. **EPA's address.** Communications with EPA regarding this Environmental Covenant shall be sent to: Land and Chemicals Division, Office of Remediation (3LC20), U.S. EPA Region III, 1650 Arch Street, Philadelphia, PA 19103.

13. **Department's Address.** Communications with the Department regarding this Environmental Covenant shall be sent to: Registry of Environmental Covenants, Maryland Department of the Environment, Land Management Administration, Land Restoration Program, 1800 Washington Blvd., Baltimore, MD 21230.

14. **Binding Effect.** All the terms, covenants and conditions of this Environmental Covenant shall run with the land and shall be binding on the Owner during its period of ownership or possession of the property and the Owner's successors and assigns and each owner and any other party entitled to possession or use of the Property during its period of ownership or possession pursuant to Section 1-804 of the Environmental Article, Ann. Code of Md. (2007 Repl. Vol.).

DUKE BALTIMORE LLC, a Delaware limited liability company, Owner/Holder

By: Duke Realty Limited Partnership, an Indiana limited partnership, its sole Member

By: Duke Realty Corporation, an Indiana corporation, its general partner

By: Elizabeth C. Belden
Elizabeth C. Belden
Vice President

STATE OF GEORGIA)

)

COUNTY OF GWINNETT) SS:

On this 4th day of October, 2012, before me, the undersigned officer, personally appeared Elizabeth C. Belden who acknowledged herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

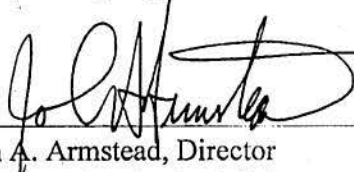
Linda Kirchner
Notary Public

My Commission Expires:



APPROVED, by: United States Environmental Protection Agency

Date: 3.5.13

By: 
John A. Armstead, Director
Land and Chemicals Division
U.S. Environmental Protection Agency
Region III

COMMONWEALTH OF PENNSYLVANIA)

)

COUNTY OF Philadelphia) SS:

On this 5th day of March, 2013, before me, the undersigned officer, personally appeared John A. Armstead, who acknowledged himself to be the Director of the Land and Chemicals Division for the U.S. Environmental Protection Agency, Region III, whose name is subscribed to this Environmental Covenant, and acknowledged that he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.


COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Patricia J. Schwenke, Notary Public
City of Philadelphia, Philadelphia County
My commission expires August 14, 2014


Notary Public

My Commission Expires: 08-14-2014

APPROVED, by Maryland Department of the Environment

Date: Feb 26, 2013

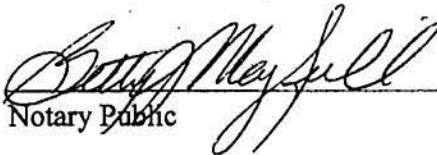
By: 
**Horacio Tablada, Director,
Land Management Administration**

STATE OF MARYLAND)

COUNTY OF Baltimore)SS:

On this 26th day of February, 2013 before me, the undersigned officer, personally appeared Horacio Tablada, who acknowledged himself to be the Director for the Land Management Administration, Maryland Department of the Environment, whose name is subscribed to this Environmental Covenant, and acknowledged that he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.


Notary Public

My Commission Expires: July 27, 2014

Attorney's Certification

I CERTIFY that this document was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.



EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

(See attached)

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

All that lot or ground designated as Lot 1/5 – Block 6871-C on that certain plat entitled “Subdivision Plan Duke Properties, Broening Highway and Holabird Avenue”, dated January 18, 2008, which plat was recorded May 12, 2008 among the Land Records of Baltimore City as Plat FMC No. 4005.

EXHIBIT B
MAP OF PROPERTY

(See attached)

EXHIBIT C
FORM OF BIENNIAL NOTICE TO BE PROVIDED TO EPA AND THE DEPARTMENT

[SENDER ADDRESS]

[DATE]

Land and Chemical Division, Office of Remediation (3LC20)
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103

Registry of Environmental Covenants, Land Restoration Program
Maryland Department of the Environment
1800 Washington Blvd.
Baltimore, MD 21230

Dear Sir or Madam:

Pursuant to the biennial obligation set forth at paragraph 7(c) of Maryland UECA document # _____ regarding the activity and use limitations enumerated in paragraph 7(a) and 7(b) of Maryland UECA document # _____ applicable to the property located at 6000 Holabird Avenue, Baltimore, MD 21224 (Former General Motors Corporation, Baltimore Assembly Plant Facility) the current owner attests it evaluated the compliance of the aforementioned property with the applicable activity and use limitations and make the following conclusions:

- Property [is/is not] being used for residential purposes.
- Groundwater from the property [is/is not] being used for any purpose other than to conduct the operation, maintenance, and monitoring activities required by the Department and/or EPA.

I certify that the information contained in this Notice is true, accurate and complete.

Sincerely,

[SIGNATURE]

[TITLE]

