

CITY OF BALTIMORE RECORDATION TAX
EXEMPT DOCUMENT
REVENUE COLLECTIONS
DEPARTMENT OF FINANCE
9-26-17
Date

ENVIRONMENTAL COVENANT

Recordation Clerk

SITE NAME: Former GM Baltimore Assembly Plant Duke Realty
GRANTOR/OWNER: Merchants Quail Properties, LLC
GRANTEE(S)/HOLDER(S): Maryland Department of the Environment; Duke Baltimore LLC; and Merchants Quail Properties, LLC

PROPERTY ADDRESS: 4851 Holabird Avenue, Baltimore, MD 21224— Sub Parcel C-1 (the "Property").

This Environmental Covenant is executed pursuant to the provisions of Subtitle 8, Title 1 of the Environment Article, Ann. Code of Md. (2013 Repl. Vol.). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. This Environmental Covenant has been approved by the Maryland Department of the Environment ("Department" or "MDE") and the United States Environmental Protection Agency ("EPA").

1. **Property Affected.** The property affected ("Property") by this Environmental Covenant is located in Baltimore City, Maryland.

-6607

The postal street address of the Property is: 4851 Holabird Avenue, Baltimore, MD 21224.

The Land Records Deed Reference: Liber FMC 10814, Folio 654.

Tax Account Identification Number: 0326016874A005

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: N39.26894 W76.55343 (Datum: World Geodetic System 84).

The Property has been known by the following names: Sub Parcel C-1, the Former American Standard Property – Ward 26, Section 1, Block 6874-A, Lot 5.

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/Grantor.** Merchants Quail Properties, LLC is the owner of the Property ("Owner"). The mailing address of the Owner is: Merchants Quail Properties, LLC, 501 North Kresson Street, Baltimore, Maryland 21224, Attn: President.

3. **Holder(s)/Grantee(s).** Duke Baltimore LLC, c/o Duke Realty Corporation, 161 Washington Street, Suite 1020, Conshohocken, PA 19428, Attn: Senior Vice President. For purposes of this Environmental Covenant, the Owner and the Department shall also be Holders.

AFTER RECORDING RETURN TO:

Settlements Department
Linowes and Blocher LLP
7200 Wisconsin Avenue, Suite 800
Bethesda, Maryland 20814-4842

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 19353, p. 0389, MSA_CE164_28510. Date available 07/31/2017. Printed 06/11/2018.

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4. Regulatory Program(s) Issuing Determination. The following regulatory program(s) is (are) responsible for having issued a determination requiring the use of this Environmental Covenant:

- EPA Corrective Action Program under the Resource Conservation and Recovery Act

MDE Programs

- Voluntary Cleanup Program
- Controlled Hazardous Substance Enforcement Program
- Oil Control Program
- Solid Waste Program
- Resource Management Program
- Other Program within the Department: _____

On March 26, 2015, EPA issued a Final Decision and Response to Comments (“FDRTC”) selecting the Final Remedy for the Former GM Baltimore Assembly Facility, located at 4851 Holabird Avenue in Baltimore, Maryland. The Final Remedy includes a requirement that the Activity and Use Limitations described in paragraph 5, below, of this Environmental Covenant be imposed on the Property.

5. 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 (i) 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 Final Remedy; and (ii) the Department and EPA provide 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 (i) 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 Final Remedy; and (ii) the Department and EPA provide written approval for such use;

(c) No new wells shall be installed on the Property unless (i) it is demonstrated to the Department and EPA that such wells are necessary to implement the Final Remedy and; (ii) the Department and EPA provide prior written approval to install such wells; and

(d) The Property shall not be used in any way that will adversely affect or interfere with the integrity and protectiveness of the Final Remedy.

6. Notice of Limitations in Future Conveyances. Each instrument hereafter conveying any interest in the Property shall contain a notice of the activity and use limitations set forth in

*Environmental Covenant**Property: Former GM Baltimore Assembly Plant Duke Realty**Deed Reference: Liber FMC 10814, Folio 654**Tax Account Identification Number: 0326016874A005*

this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

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

8. **Recordation & Filing with Registry.** The Owner shall record this Environmental Covenant in the Land Records of Baltimore City within 30 days of the later of the Department and EPA's execution and delivery of this Environmental Covenant and shall send proof of the recording to the Department and EPA within 30 days of recordation. This Environmental Covenant shall be filed as soon as possible after execution in the Registry of Environmental Covenants maintained by the Department. This Environmental Covenant may be found electronically on the Department's website at:

www.mde.maryland.gov/programs/land/marylandbrownfieldvcp/pages/programs/landprograms/erpp_brownfields/ueca.aspx

9. **Termination or Modification.** This Environmental Covenant runs with the land unless terminated or modified in accordance with § 1-808 or § 1-809 of the Environment Article, Ann. Code of Md. (2013 Repl. Vol.). The rights and obligations set forth herein shall inure to and be binding on the successors and assigns to this Environmental Covenant. Any such transfer or assignment is subject to the prior written consent of EPA and the Department, in accordance with § 1-808 and § 1-809 of the Environment Article, Ann. Code of Md. (2013 Repl. Vol.). The then-current owner agrees to provide EPA and the Department with written notice of the pendency of any proceeding that could lead to a foreclosure referred to in § 1-808(a) (4) of the Environment Article, Ann. Code of Md. (2013 Repl. Vol.), within seven calendar days of the owner's becoming aware of the pendency of such proceeding. The then-current owner shall provide EPA and the Department written notice within 30 days after each conveyance of an interest in any portion of the Property. Such written notice shall include the name, address and telephone numbers of the transferee to whom such interest is conveyed.

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

11. **The 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.

12. **Administrative Record.** The Administrative Record pertaining to the remedy selected by EPA in the FDRTC is located at the United States Environmental Protection Agency, Region III, 1650 Arch Street, Philadelphia, PA 19103. In addition, records pertaining to the remedy

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selected by EPA in the FDRTC are maintained by the Department at Registry of Environmental Covenants, Maryland Department of the Environment, Land Management Administration, Land Restoration Program, 1800 Washington Blvd., Baltimore, MD 21230.

13. Enforcement. This environmental covenant shall be enforced in accordance with § 1-810 of the Environment Article, Ann. Code of Md. (2013 Repl. Vol.).

14. Compliance Reporting.

Within 21 days after written request by the Department or EPA, the then current owner of the Property shall submit, to the Department, EPA and any Holder listed in Paragraph 3, written documentation stating whether or not the activity and use limitations set forth in Paragraph 5 of this Environmental Covenant are being abided by. In addition, within 21 days after any of the following events: a) transfer of title of the Property or of any part of the Property affected by this Environmental Covenant, b) becoming aware of noncompliance with Paragraph 5, and c) an application for a permit or other approval for any building or site work that could affect contamination on any part of the Property, the then current owner will send a report to the Department, EPA and any Holder. The report will state whether there is compliance with Paragraph 5. If there is noncompliance, the report will state the actions that will be taken to assure compliance.

15. Severability.

The paragraphs of this Environmental Covenant shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Environmental Covenant to be executed and delivered as of the day and year first above written.

ACKNOWLEDGMENTS by Grantor/Owner, any Grantee(s)/Holder(s), the Department and EPA, in the following form:

ATTEST:

MERCHANTS QUAIL PROPERTIES, LLC, a Maryland limited liability company, Grantor/Owner

Date: May 1, 2017

By: [Signature]

Name: Harry Halpert

Title: Chairman

STATE OF Maryland)

COUNTY OF Anne Arundel) SS:

On this 1st day of May, 2017, before me, the undersigned, personally appeared Harry Halpert known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

[Signature]
(Name of notary public typewritten or printed)
Notary Public

My commission expires: 7/15/2017

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 19353, p. 0393, MSA_CE164_28510. Date available 07/31/2017. Printed 06/11/2018.

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Duke Baltimore LLC,
By: Duke Realty Limited Partnership
By: Duke Realty Corporation

Grantee/Holder

Date: November 10 2014

By: [Signature]
Name: J. Samuel O'Brien
Title: Exec. V.P.

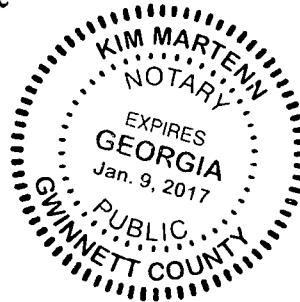
STATE OF GEORGIA
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Gwinnett) SS:

On this 10th day of November, 2014, before me, the undersigned officer, personally appeared J. Samuel O'Brien who acknowledged herself/himself to be the person whose name is subscribed to this environmental covenant, and acknowledged that s/he freely executed the same for the purposes therein contained.

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

Kim Martens
(Name of notary public typewritten or printed)
Notary Public

My commission expires: 1/09/2017



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APPROVED by Maryland Department of the Environment
Land Management Administration,
Agency and Holder/Grantee

Date: May 24, 2017

By: Hilary Miller
Hilary Miller
Director
Land Management Administration
Maryland Department of the Environment

STATE OF MARYLAND)
)
COUNTY OF BALTIMORE) SS:

On this 24th day of May, 2017, before me, the undersigned, personally appeared Hilary Miller, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



Melissa L. Allen
(Name of notary public typewritten or printed),
Notary Public

My commission expires: June 17, 2017

Approved for form and legal sufficiency

This 23 day of May, 2017

Jani L.
Maryland Assistant Attorney General

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APPROVED, by United States Environmental Protection Agency, Region III

Date: June 21, 2017

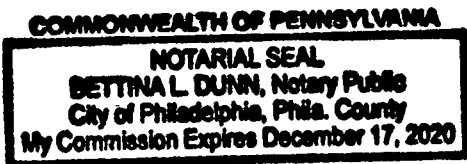
By: Catherine A. Libertz
~~John A. Armstead~~ Catherine A. Libertz
Acting Director
Land and Chemicals Division
United States Environmental Protection Agency
Region III

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF PHILADELPHIA) SS:

On this 21 day of June, 2017, before me, the undersigned, personally appeared ~~John A. Armstead~~, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Catherine A. Libertz

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



Bettina L. Dunn
(Name of notary public typewritten or printed)
Notary Public

My commission expires: December 17, 2020

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

[Signature]
(Attorney Signature)

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EXHIBIT A

Complete Metes and Bounds Description of the Property

6607

13.407 ACRES
SOUTH SIDE OF HOLABIRD AVENUE
EAST OF NEWKIRK STREET

Situated In Baltimore City, Maryland (Ward 26, Section 01, Block 6874-A, Lot 5) and being part of that tract conveyed to Duke Baltimore LLC recorded in Liber FMC 7313 at Follo 272, and described as follows:

Beginning, for reference, at the intersection of the east right-of-way for Newkirk Street with the south right-of-way for Holabird Avenue as it exists in February 2008;

Thence N 87° 10' 47" E, with said south right-of-way line, 292.35 feet to the True Point of Beginning;

Thence N 87° 10' 47" E, continuing with said south right-of-way line, 13.24 feet to a corner of that tract conveyed to Flexi-Van Leasing, Inc. recorded in Liber SEB 3504 at Follo 036;

Thence along the common line to said Duke Baltimore LLC and Flexi-Van Leasing, Inc. tracts, the following courses;

S 02° 51' 57" E, 117.91 feet;

with a curve to the left, having an arc length of 68.72 feet and a radius of 1903.26 feet, a chord bearing and chord distance of S 08° 06' 56" E, 68.71 feet;

with a curve to the left, having an arc length of 192.77 feet and a radius of 919.63 feet, a chord bearing and chord distance of S 15° 09' 18" E, 192.42 feet;

with a curve to the left, having an arc length of 99.61 feet and a radius of 1651.50 feet, a chord bearing and chord distance of S 22° 53' 17" E, 99.59 feet;

S 24° 36' 54" E, 62.67 feet;

N 87° 13' 33" E, 243.04 feet;

N 11° 39' 45" E, 256.08 feet to the south terminus of the west right-of-way line for Quail Street;

Thence N 87° 13' 33" E, with the south terminus of said Quail Street, 50.00 feet to a west line of the Baltimore and Ohio Railroad (Valuation Map V08323);

Thence with said west railroad right-of-way line, the following courses;

S 02° 51' 57" E, 220.00 feet;

S 19° 24' 08" E, 93.77 feet;

with a curve to the left, having an arc length of 57.26 feet and a radius of 621.30 feet, a chord bearing and chord distance of S 21° 30' 30" E, 57.24 feet;

S 02° 51' 36" E, 17.80 feet;

S 20° 10' 57" E, 101.59 feet;

with a curve to the left, having an arc length of 60.53 feet and a radius of 270.34 feet, a chord bearing and chord distance of S 26° 35' 47" E, 60.40 feet;

S 33° 00' 37" E, 46.42 feet;

with a curve to the left, having an arc length of 87.96 feet and a radius of 307.94 feet, a chord bearing and chord distance of S 41° 11' 35" E, 87.66 feet;

Thence across said Duke Baltimore LLC tract, the following courses;

7

**13.407 ACRES
SOUTH SIDE OF HOLABIRD AVENUE
EAST OF NEWKIRK STREET**

-2-

S 02° 52' 13" E, 214.85 feet;

S 87° 07' 47" W, 145.00 feet;

S 02° 52' 13" E, 392.58 feet;

**S 87° 07' 47" W, 475.47 feet to an east line of the Baltimore and Ohio Railroad
(Valuation Map V08322);**

Thence with said east railroad right-of-way line, the following courses;

**with a curve to the right, having an arc length of 135.34 feet and a radius of 508.44 feet,
a chord bearing and chord distance of N 10° 28' 58" W, 134.94 feet;**

N 02° 51' 27" W, 858.07 feet;

N 10° 00' 37" W, 112.92 feet;

**N 02° 51' 32" W, 425.62 feet to the True Point of Beginning. Containing 13.407
acres, more or less. The above description was prepared on February 29, 2008 and is
based on existing records and is not for transfer.**

All references are to the land records of Baltimore City, Maryland.

ADVANCED CIVIL DESIGN, INC.

Z:\05-0028-08\survey\18.50ac_desc.doc

Environmental Covenant

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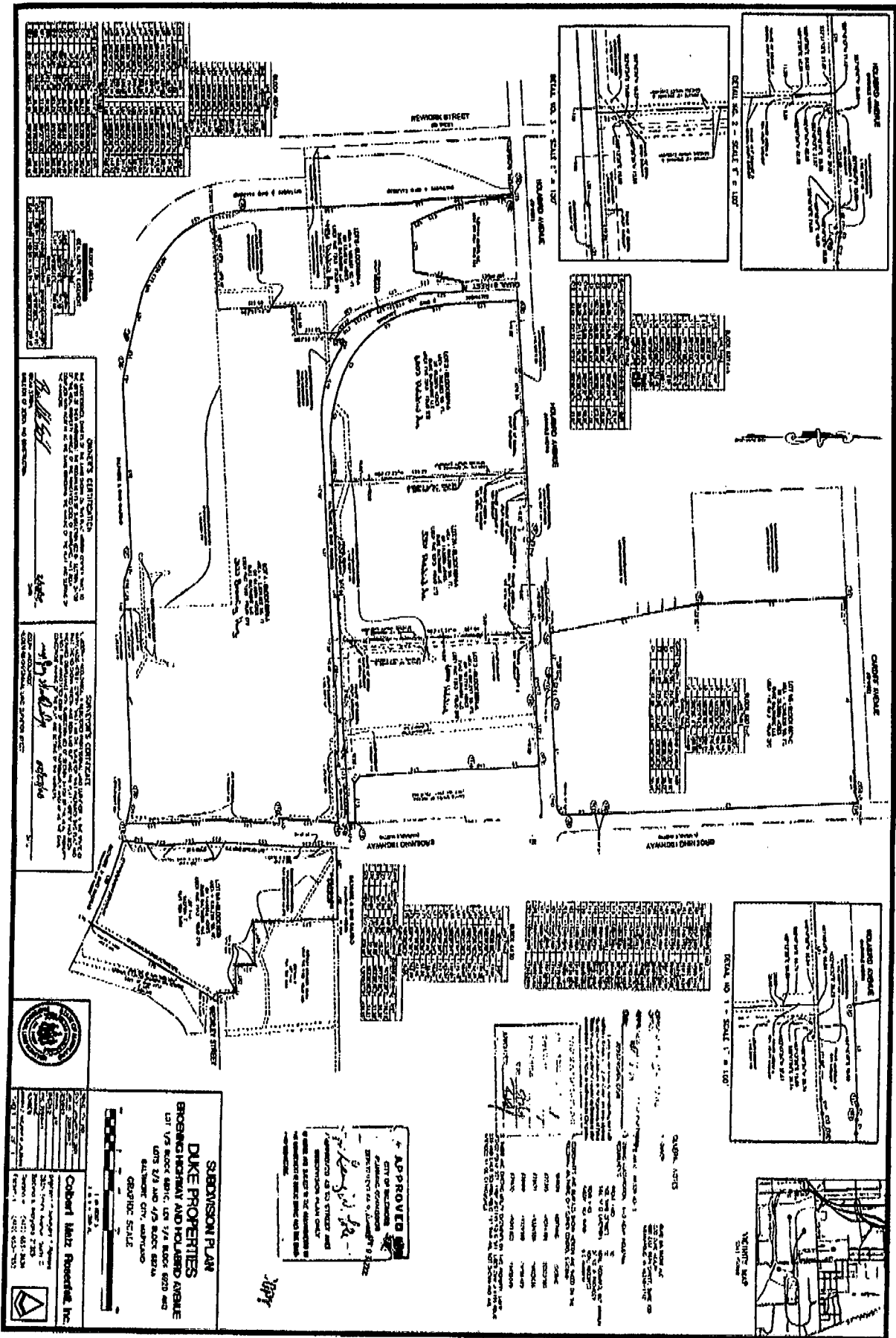
Deed Reference: Liber FMC 10814, Folio 654

Tax Account Identification Number: 0326016874A005

EXHIBIT B

Map of the Property

**L&B 5767085v1/10445.0001



2116

6607

RECEIVED

JUL 26 2017

CIRCUIT COURT
FOR BALTIMORE CITY

40
75

LR - Agreement 75.00
 Recording fee
 Name: MERCHANTS QUAIL
 PROFERTIES, LLC
 Ref: 4815 HOLIBIRD
 AVENUE
 LR - Agreement 40.00
 Surcharge
 Subtotal: 115.00
 Total: 115.00
 07/26/2017 02:11
 CC24-K6
 #0798517 CC0801 -
 Baltimore City
 Mitchell/CC08.01.01 -
 Register 01