

## ENVIRONMENTAL COVENANT

1/2

**SITE NAME:** Lot 15, Gateway Commerce Center  
**GRANTOR/OWNER:** The Howard Research And Development Corporation  
**GRANTEE(S)/HOLDER(S):** General Electric Company  
**PROPERTY ADDRESS:** NW Samuel Morse Drive, Columbia, Maryland 21044

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 82.96 acres located in Columbia, Howard County, Maryland.

The postal street address of the Property is: **NW Samuel Morse Drive, Columbia, Maryland 21044-0000.**

The Howard County Land Records Deed Reference: Liber 07940; Folio 00532

The Tax Parcel Information for the Property is: Map 0042, Grid 0012, Parcel 0671, Lot 15

The Tax Identification Number: **District-16, Account Number-214299, Plat 18307-18309.**

The Brownfield Master Inventory ("BMI") Identifier for this Property is: MD0115.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: **Latitude 39.1722156 and Longitude -76.8168323.**

The Property has been known by the following names:

- **Lot 15, Gateway Commerce Center.**

A map of the Property showing the area overlapping the Corrective Measures Study Unit 4 Groundwater (described in Paragraph 6 *infra*) is attached to this Environmental Covenant as Exhibit A. A map and legal description of the Property is attached to this Environmental Covenant as Exhibit B.

2. **Property Owner/Grantor.** The Howard Research And Development Corporation is the owner ("Owner") of the Property and the Grantor of this Environmental Covenant. The mailing address of the Owner is: **c/o The Howard Hughes Corporation, 10960 Grantchester Way, Suite 110, Columbia, MD 21044, Attention: Senior Vice President, Development, with a copy to: The Howard Hughes Corporation, 9950 Woodloch Forest Drive, Suite 1100, The Woodlands, Texas 77380, Attention: General Counsel.**

3. **Holder/Grantee/Agency.** The Department is the regulatory agency that determines or approves the environmental response project for which this Environmental Covenant is executed.

RETURN TO:  
 HARBOR CITY RESEARCH, INC.  
 P.O. BOX 3260  
 BALTIMORE, MD 21228

0316844 / 1527

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The Department's offices are located at 1800 Washington Boulevard, Baltimore, Maryland 21230. For purposes of this Environmental Covenant, the Department shall also be a Holder.

4. **Holder(s)/Grantee(s).** General Electric Company ("GE") is the Holder and Grantee. The mailing address of the Holder/Grantee is: General Electric Company c/o E Property Tax, P.O. Box 4900, Scottsdale, AZ 85261-4900.

5. **Regulatory Program(s) Issuing Determination.** The following regulatory programs 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 ("RCRA")

**MDE Programs**

- ☐ Voluntary Cleanup Program
  - ☐ Controlled Hazardous Substance Enforcement Program
  - ☐ Oil Control Program
  - ☐ Solid Waste Program
  - ☒ Resource Management Program
- Other Program within the Department: \_\_\_\_\_

6. **Summary of Identified Contaminants.**

The initial requirements for the corrective action process were specified in a RCRA permit issued by EPA to GE in February 1991 (MDD046279311). Numerous investigations and actions have been completed and various reports have been submitted to the EPA since 1991. As a result of past Facility related operations, soil and groundwater is contaminated with volatile organic compounds (VOCs), principally trichloroethylene (TCE), at concentrations exceeding maximum contaminant levels (MCLs). VOCs are found in soil beneath the former manufacturing building and in groundwater beneath and downgradient of the building.

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:

On October 4, 2012, EPA issued a Final Decision and Response to Comments ("FDRTC") selecting the Final Remedy for the General Electric Company facility, Appliance Park East, located in Columbia, Maryland. The Final Remedy includes a requirement that the following Activity and Use Limitations be imposed on the Property, as described in General Electric's RCRA Corrective Action Permit, Permit Number MDD046279311, effective November 3, 2012:

- a. Residential land use is prohibited within that portion of the Property that overlaps with the groundwater impacts associated with Corrective Measures Study ("CMS") Unit 4 (Underground Storage Tank ["UST"] #9). Residential land use includes single family homes, multiple family dwellings, schools, day care centers, child

care centers, apartment buildings, dormitories, other residential-style facilities, hospitals, and in-patient care facilities;

- b. The use of ground water is prohibited from beneath portions of the Property that overlap with the groundwater impacts associated with CMS Unit 4 other than for EPA-approved monitoring, testing or remediation purposes; and
- c. Subsurface soil excavation below the water table within portions of the Property that overlap with the groundwater impacts associated with CMS Unit 4 is prohibited except in conformance with a soil management plan ("SMP") reviewed and approved in advance by EPA.

8. **Notice of Limitations in Future Conveyances.** This Environmental Covenant runs with the land and shall be binding on successors in interest. Each instrument hereafter conveying any interest in the Property (excluding mortgages, liens, similar financing interests and other non-possessory encumbrances) 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. Any future owner agrees to notify the Department in writing no later than 30 days after any transfer of the Property or of any portion of the Property.

9. **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.

10. **Recordation & Filing with Registry.** The Owner shall record this Environmental Covenant in the Land Records of Howard County within 30 days of the latter of the Department and EPA's approval 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:

<http://www.mde.maryland.gov/programs/Land/MarylandBrownfieldVCP/Pages/ueca.aspx>

11. **Termination or Modification.** This Environmental Covenant runs with the land and shall be binding on successors in interest unless terminated or modified in accordance with § 1-808 or § 1-809 of the Environment Article, Ann. Code of Md. (2013 Repl. Vol.). This Environmental Covenant shall terminate upon attainment of the EPA Risk Based Screening Levels for residential soils and the maximum contaminant levels for groundwater for the above-described contamination at the Property. EPA and the Department must provide prior written approval before such termination becomes effective, which termination document shall also be signed by the then-current owner and filed in the land records. EPA and the Department will use their best efforts to respond within sixty (60) days of receipt of a request for termination or modification provided that

such request includes the requisite supporting data. The then-current owner agrees to provide the Department and EPA 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.

12. **EPA's Address.** Communications with EPA regarding this Environmental Covenant shall be sent to: RCRA Corrective Action Branch #1 (3LD10), Land, Chemicals and Redevelopment Division, U.S. Environmental Protection Agency, 1650 Arch Street, Philadelphia, PA 19103. Communications shall also be sent to the Region 3 RCRA Corrective Action digital repository for institutional control and reporting documents mailbox: [R3\\_RCRAPOSTREM@epa.gov](mailto:R3_RCRAPOSTREM@epa.gov). Include the EPA RCRA Facility ID number in the subject line. The facility name and EPA ID number for this Property are: General Electric Company MDD046279311.

13. **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 and Materials Administration, Land Restoration Program, 1800 Washington Blvd., Baltimore, MD 21230.

14. **Administrative Record.** The Administrative Record pertaining to the remedy selected by EPA in the Final Decision and Response to Comments ("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 selected by EPA in the FDRTC are maintained by the Department at Department of the Environment, Land Management Administration, Resource Management Program, 1800 Washington Blvd., Baltimore, MD 21230.

15. **Enforcement.** This Environmental Covenant shall be enforced in accordance with § 1-810 of the Environment Article, Ann. Code of Md. (2013 Repl. Vol.).

16. **Compliance Reporting.** The Grantee will comply with the requirements set forth in the RCRA Corrective Action Permit (EPA ID Number MDD046279311) to monitor whether or not the activity and use limitations set forth in Paragraph 6 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) noncompliance with Paragraph 6, 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 listed in Paragraph 3. The report will state whether there is compliance with Paragraph 6. If there is noncompliance, the report will state the actions that will be taken to assure compliance.


17. **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 last written below.

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

ATTEST:

  
The Howard Research And Development Corporation,  
Grantor/Owner

Date: 4/22/2021

By:   
Name: Greg Fitchitt  
Title: Vice President

STATE OF MARYLAND

COUNTY OF HOWARD

)  
) SS:

On this 22 day of April, 2021, before me, the undersigned, personally appeared Greg Fitchitt, Vice President of The Howard Research And Development Corporation, 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.

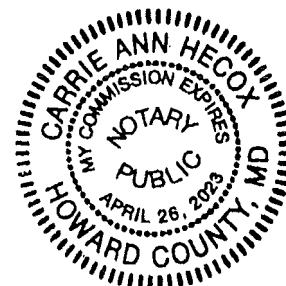
In witness whereof, I hereunto set my hand and official seal.



(Name of notary public typewritten or printed)

Notary Public Carrie Ann Hecox

My commission expires: 4/26/2023



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Environmental Covenant,

NW Samuel Morse Drive, Columbia, MD

District/Tax Parcel #: 16-214299, Deed 7940/532, Plat 18307-18309

ATTEST:

General Electric Corporation, Holder/Grantee

Date: MAY 11, 2021

By: [Signature]  
Name: Buck de Wolf  
Title: Vice President, Environment,  
Health & Safety

STATE OF New York

COUNTY OF Schenectady ) SS:

On this 11<sup>th</sup> day of May, 2021, before me, the undersigned, personally appeared Buck de Wolf, Vice President, Environment, Health & Safety, 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: Michelle A. Perez  
Notary Public

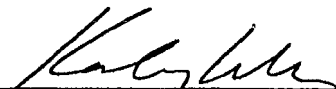
My commission expires: 05/27/2023

MICHELLE A. PEREZ  
Notary Public, State of New York  
No. 01PE6092923  
Qualified in Schenectady County  
Commission Expires: 05/27/2023

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APPROVED by Maryland Department of the Environment  
Land and Materials Administration and Holder/Grantee

Date: August 3, 2021

  
By: Kaley Laleker  
Director  
Land and Materials Administration  
Maryland Department of the Environment

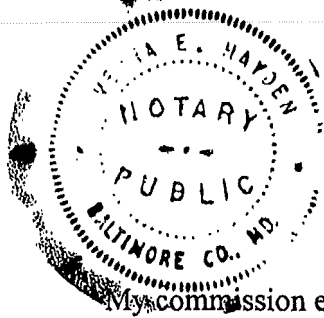
STATE OF MARYLAND )

COUNTY OF BALTIMORE )

) SS:

On this 3<sup>rd</sup> day of August, 2021, before me, the undersigned, personally appeared Kaley Laleker, 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.




Verna E. Hayden  
(Name of notary public typewritten or printed)  
Notary Public

My commission expires: May 28, 2022

Approved for form and legal sufficiency

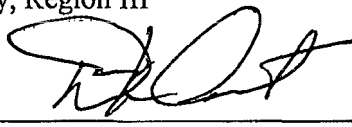
This 13 day of July, 2021

  
Matthew Zimmerman  
Maryland Assistant Attorney General

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APPROVED by United States Environmental Protection  
Agency, Region III

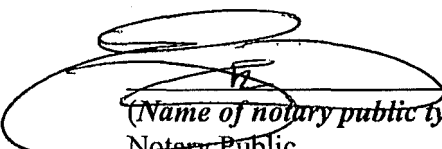
Date: Aug 30, 2021

By:   
Dana Aunkst  
Director  
Land, Chemicals, and Redevelopment Division  
United States Environmental Protection Agency  
Region III

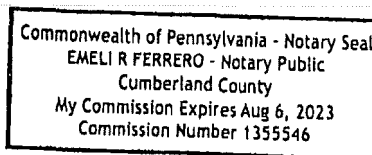
COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ~~PHILADELPHIA~~ Cumberland ) SS:

On this 30 day of August, 2021, before me, the undersigned,  
personally appeared Dana Aunkst, 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.

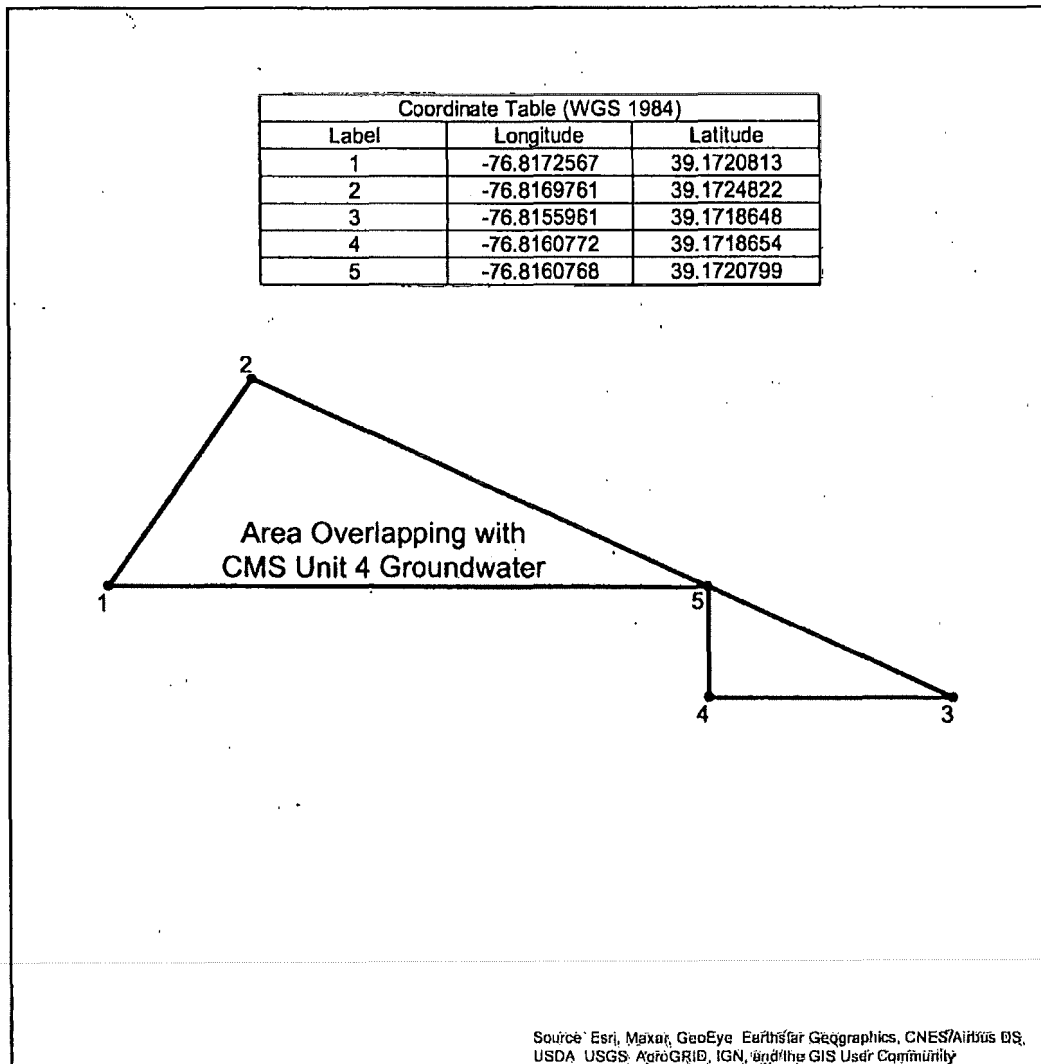
In witness whereof, I hereunto set my hand and official seal.

  
EMELI R FERRERO  
(Name of notary public typewritten or printed)  
Notary Public

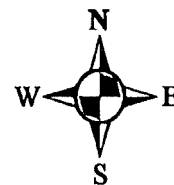
My commission expires: Aug 6 2023



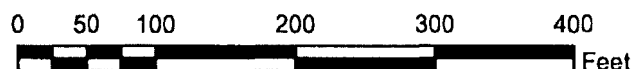




**Exhibit A**  
**Former Appliance Park East**  
**9001 Snowden River Parkway**  
**Columbia, MD 21046**  
**EPA ID # MDD046279311**



 Area Overlapping with CMS Unit 4  
Groundwater



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## EXHIBIT B

### Legal Description of the Property

Being known and designated as Lot 15, as shown on the Plat entitled, "Revision Plat, Columbia Gateway, Lot 15 (A Revision to Columbia Gateway, Lot 15, P. Nos. 17579-17581)," Sheet 2 of 3, recorded among the Land Records of Howard County, Maryland, as Plat No. 18308.

EXHIBIT B

Map of the Property

