

LR - Agreement
 Recording Fee 75.00
 Name: General Electric
 Ref: Chicago title
 LR - Agreement
 Surcharge 40.00
 SubTotal: 115.00
 Total: 115.00
 03/29/2023 01:11
 #1709096 CC0202 -
 Cecil
 County/CC02.02.03 -
 Register 03

ENVIRONMENTAL COVENANT

SITE NAME: Former General Electric Railcar Repair Services LLC Facility
GRANTOR/OWNER: Transport Pool Corporation ("TPC")
GRANTEE(S)/HOLDER(S): General Electric Company, a New York corporation
PROPERTY ADDRESS: Triumph Industrial Park, Blue Ball Road (State Road 545), Elkton, MD 21921

This Environmental Covenant is created and executed this 20th day of March, 2023 pursuant to the provisions of the Maryland Uniform Environmental Covenants Act, §§ 1-801 through 1-815 of the Environment Article, Annotated Code of Maryland ("Environment Article"). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and use limitations in this document. This Environmental Covenant has been approved by the United States Environmental Protection Agency ("EPA").

1. **Real Property Affected.** The real property affected ("Property") by this Environmental Covenant is 28.5143 acres located at the Triumph Industrial Park, Blue Ball Road (State Road 545) (intersection of Hope and Zeitler Lanes), Elkton, Cecil County, Maryland.

The postal street address of the Property is: 505 Blue Ball Road, Elkton, MD 21921.

The County Land Records Deed Reference is: Cecil County, Liber C.M.N. No. 3825, Folio 148.

Tax Parcel Information for the Property is: Map 26F, Grid 16, Parcels 300 and 458.

The Maryland Department of Assessment and Taxation Real Property Account Identifiers are: District-03, Account Numbers-032760 and 055191.

The latitude and longitude of the center of the Property affected by this Environmental Covenant are: 39.621805°, -75.858719°.

The Brownfield Master Inventory Identifier is: MD0294- 28.5143 acres.

The Property has been known by the following names: GE Railcar; P and R Rail Car Service Corporation; Stauffer Chemical.

A complete legal description of the Property is attached to this Environmental Covenant as **Exhibit A**. A Map of the Property & its Location Coordinates, also generally depicting the locations of engineering controls and restricted areas, is attached to this Environmental Covenant as **Exhibits B-1 and B-2**.

LR - Agreement
Recording Fee 75.00
Name: General Electric
Ref: Chicago Title
LR - Agreement
Surcharge 40.00
SubTotal: 115.00
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#17093996 000202 -
Cecil
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Register 03

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Environmental Covenant

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Deed Reference: Cecil County, Liber C.M.N. No. 03825 Folio 148

Tax Account Identification Number: District-03, Account Numbers 032760 and 055191

2. **Property Owner/Grantor.** Transport Pool Corporation, a Delaware corporation, is the owner (“Owner”) of the Property and the Grantor of this Environmental Covenant. The mailing address of TPC is: Transport Pool Corporation, c/o General Electric Company, 901 Main Ave., Room 8059, Norwalk, CT 06851, Attn: Marian E. Whiteman, Executive Counsel, Global Law & Policy.

3. **Holder(s)/Grantee(s)/Agenc(ies).** For purposes of this Environmental Covenant, the following are Holders/Grantee(s)/Agenc(ies):

- **Grantee/Holder:** General Electric Company, 901 Main Ave, Room 8059, Norwalk, CT 06851, Attn: Marian E. Whiteman, Environmental Counsel, Global Law & Policy.
- **Agency:** The United States Environmental Protection Agency, Region III, RCRA Corrective Action Branch 1, Land, Chemicals, and Redevelopment Division, Four Penn Center, 1600 John F. Kennedy Blvd., Philadelphia, PA 19103-2852.

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

EPA

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

5. **Summary of Identified Contaminants.**

Within the Still Bottoms Disposal Area, the following constituents in soil pose a potential exposure risk via indoor air inhalation in the event of future construction of a building over these soils: Tetrachloroethene (“PCE”), Trichloroethene (“TCE”), and Total Xylenes.

Within the MW-42 Area of Concern, the following constituents in soil pose a potential exposure risk via indoor air inhalation in the event of future construction of a building over these soils: 1,1,2,2-Tetrachloroethane and TCE.

The following constituents in groundwater pose a potential exposure risk via ingestion and/or inhalation of vapors: 1,1,2,2-Tetrachloroethane, 1,1,2-Trichloroethane, 1,2-Dichloroethane, Benzene, Chlorobenzene, Chloroform, cis-1,2-Dichloroethene, Ethylbenzene, PCE, Toluene, TCE, Vinyl chloride, and Total Xylenes.

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6. Definitions.

(a) “Current Owner” means each subsequent owner of the Property during its period of ownership and any other person holding an active Possessory Interest in the Property. “Current Owner” does not include TPC.

(b) “Owners” means TPC and Current Owner.

(c) “Possessory Interest” means the right to occupy, use, or possess all or any portion of the Property, whether by lease, license, or other agreement.

7. Activity & Use Limitations. The Property is subject to the following activity and use limitations, which shall be binding on Owners, Holders, and each subsequent owner(s) and holder(s) of the Property:

(a) **Property Use.** The Property shall not be used for “Residential” or “Recreational” land uses, unless Current Owner demonstrates in writing to EPA and the Maryland Department of the Environment (“MDE” or the “Department”) that such use will not pose a threat to human health or the environment or adversely affect or interfere with the remedy selected in the Final Decision and Response to Comments issued by EPA on February 25, 2020 (“Final Remedy”), and EPA, in consultation with MDE, provides written approval in advance of such use. For purposes of this limitation, “Residential” land uses include without limitation: single family homes, multiple family dwellings, schools, daycare or childcare centers, apartment buildings, dormitories, eldercare facilities, other residential-style facilities, hospitals, and in-patient care facilities. “Recreational” land uses include without limitation: playgrounds, gardens, parks, picnic areas, golf courses, athletic fields and facilities, dog parks, and other recreational areas.

(b) **Groundwater Use.** Groundwater at the Property shall not be used for any purpose other than operation, maintenance, and monitoring activities required by EPA and/or MDE, unless Current Owner demonstrates in writing to EPA and MDE that such use will not pose a threat to human health or the environment or adversely affect or interfere with the Final Remedy, and EPA, in consultation with MDE, provides prior written approval for such use.

(c) **On-Property Monitoring Wells.** No removal, disturbance, or alteration shall occur to any monitoring well located on the Property unless Current Owner demonstrates to EPA that such removal, disturbance or alteration will not pose a threat to human health or the environment or adversely affect or interfere with the Final Remedy, and Current Owner obtains prior written approval from EPA for such removal, disturbance, or alteration.

(d) **Soil Management Plan.** Any planned subsurface soil disturbance activities (including trenching, grading, excavation, drilling, construction, or other physical movement or exposure of subsurface impacted soils) at the “MW-42 Area of Concern” (“MW-42 AOC”) and the “Still Bottom Disposal Area” (“SBDA”) must comply with an EPA-approved Soil Management Plan. TPC will prepare the initial Soil Management Plan for EPA approval but EPA

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may approve amendments to reflect changed conditions. The MW-42 AOC and the SBDA are designated as such on **Exhibits C1, C2, D1, and D2**.

(e) **Cap Maintenance**. The cap of the SBDA, located in the area designated as such in **Exhibits D1 and D2**, shall be maintained in compliance with an EPA-approved Cap Maintenance Plan. TPC will prepare the initial Cap Maintenance Plan for EPA approval, but EPA may approve amendments to reflect changed conditions.

(f) **Vapor Mitigation**. Owners shall not construct or allow occupancy of any building or structure at the Property, unless such person obtains prior EPA approval of, and implements, a Vapor Intrusion (“VI”) Assessment Plan, pursuant to which such person provides EPA with data and analysis demonstrating to the EPA’s satisfaction that there is no unacceptable risk to human health within anticipated buildings or structures via the vapor intrusion exposure pathway. In lieu of a VI Assessment Plan, such person may install, operate, and maintain a Vapor Mitigation System within the building or structure. A “**Vapor Mitigation System**” means a system that, after taking into account the size, nature, and use of any building or structure at the Property, is designed and, if applicable, operated to prevent hazardous substances in vapor form in any environmental media from migrating into such building or structure, consistent with requirements governing vapor mitigation as set forth in a plan prepared by such person and approved by EPA prior to construction.

(g) **EPA Consent**. Any approvals granted by EPA under this Paragraph 7 for deviations from or modifications to the restrictions shall be in writing in advance, shall contain a reference to this instrument, shall be in recordable form, and shall be filed with the Cecil County Register of Deeds.

8. Notice of Limitations in Future Conveyances. This Environmental Covenant runs with the land, shall pass with every portion of the Property (including any portions that may be separately improved, used, occupied, leased, sold, or transferred), and shall be binding on Current Owners including successors in interest. Each instrument hereafter conveying any interest in the Property 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. Current Owner shall notify the Department, EPA, and all Holders listed in Paragraph 3 in writing at least thirty (30) days prior to any transfer of the Property, or of 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.

9. Access by Holders/Agencies. In addition to any rights already possessed by the Department, EPA, or any Holder listed in Paragraph 3, this Environmental Covenant grants the Department, EPA, and any Holder listed in Paragraph 3, and their respective successors, assigns, and contractors a right of access to the Property to monitor, implement, or enforce this Environmental Covenant.

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10. Recordation & Filing with Registry. TPC shall record this Environmental Covenant in the Land Records of Cecil County within 30 days of receipt of EPA's executed signature page for 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: <https://mde.maryland.gov/programs/Land/MarylandBrownfieldVCP/Pages/ueca.aspx>.

11. 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. 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, within seven (7) calendar days of the Current Owner's becoming aware of the pendency of such proceeding.

12. EPA's Address. Any document or communication that is required to be provided to the parties to this Environmental Covenant shall be submitted to EPA Region III's RCRA Corrective Action digital repository for institutional control and reporting documents: R3_RCRAPOSTREM@epa.gov. All documents shall reference the RCRA Facility name and RCRA ID Number. In addition, a file-stamped copy of this Environmental Covenant shall be sent to Chief of U.S. EPA Region III, RCRA Corrective Action Branch 1, Land, Chemicals, and Redevelopment Division, Four Penn Center, 1600 John F. Kennedy Blvd., Philadelphia, PA 19103-2852.

13. The Department's Address. All written communications with the Department regarding this Environmental Covenant shall be sent to the following address: 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, Four Penn Center, 1600 John F. Kennedy Blvd., Philadelphia, PA 19103-2852.

15. Enforcement. A civil action for injunctive or other equitable relief for violating this Environmental Covenant may be maintained by the Department or by the Attorney General of the United States, on behalf of EPA. In addition, the Department and EPA reserve their regulatory authorities under any law to enforce the activity and use limitations described in Paragraph 7, above.

16. Compliance Reporting. Within twenty-one (21) days after written request by the Department or EPA, Current Owner of the property shall submit to the Department, EPA, and to any Holder listed in Paragraph 3, written documentation stating whether or not the activity and use limitations set forth in Paragraph 7 of this Environmental Covenant are being abided by. In

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addition, within twenty-one (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 7, 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, Current Owners shall send notice and a report to the Department, EPA, and any Holder listed in Paragraph 3. The report will state whether there is compliance with Paragraph 7. If there is noncompliance, the report will state the actions that will be taken to assure compliance and the proposed schedule for those actions.

17. Notification of Newly-Discovered Contamination. Whenever Current Owner identifies a newly-discovered Solid Waste Management Unit or release of hazardous waste and/or hazardous constituents at or from the Property not previously identified, or discovers an immediate or potential threat to human health and/or the environment at the Property, Current Owner shall notify EPA and MDE orally within forty-eight (48) hours of discovery and notify EPA and MDE in writing within three (3) calendar days of such discovery summarizing the potential for the migration or release of hazardous wastes, solid wastes and/or hazardous constituents at and/or from the Property and the immediacy and magnitude of the potential threat(s) to human health and/or the environment, as applicable.

18. Notification to the Department and EPA. Current Owner shall provide the Department and EPA written notice of:

(a) any judicial action referred to in § 1-808(a)(5) (eminent domain) of the Environment Article, Ann. Code of Md. (2014 Repl. Vol.), within seven (7) calendar days of the owner's receiving notice of such judicial action;

(b) any judicial action referred to in § 1-808(b) of the Environment Article, Ann. Code of Md. (2014 Repl. Vol.), within seven (7) calendar days of the owner's receiving notice of such judicial action; and

(c) termination or amendment of this Environmental Covenant pursuant to §1-809 of the Environment Article, Ann. Code of Md. (2014 Repl. Vol.), within seven (7) calendar days of the owner's becoming aware of such termination or amendment.

19. 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.

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.

[Counterpart Signature Pages Follow]

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Property Address: Blue Ball Road, Elkton, MD 21921

Deed Reference: Cecil County, Liber C.M.N. No. 03825 Folio 148

Tax Account Identification Number: District-03, Account Numbers 032760 and 055191

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

ATTEST:

FOR THE GRANTEE/HOLDER:

General Electric Company

Date: March 20th, 2023

By: 


Name: Marian E. Whiteman

Title: Delegated Signatory, Executive Counsel

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

On this 20th day of March 2023, before me, the undersigned, personally appeared Marian E. Whiteman, 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.



(Name of notary public typewritten or printed)
Notary Public

My commission expires: _____

DAVID MINEO
Notary Public, State of CT
Fairfield County
My Commission Expires Sept. 30, 2023

Environmental Covenant

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Deed Reference: Cecil County, Liber C.M.N. No. 03825 Folio 148

Tax Account Identification Number: District-03, Account Numbers 032760 and 055191

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

ATTEST:

FOR THE GRANTOR/OWNER:

Transport Pool Corporation

Date: March 20th, 2023

By: Marian E. Whiteman

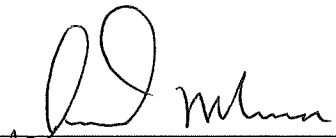
Name: Marian E. Whiteman

Title: Vice President, Real Estate

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

On this 20th day of March 2023, before me, the undersigned, personally appeared Marian E. Whiteman, 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.



(Name of notary public typewritten or printed)
Notary Public

My commission expires: _____
DAVID MINEO
Notary Public, State of CT
Fairfield County
My Commission Expires Sept. 30, 2023

Environmental Covenant

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Deed Reference: Cecil County, Liber C.M.N. No. 03825 Folio 148

Tax Account Identification Number: District-03, Account Numbers 032760 and 055191

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

APPROVED, by United States Environmental Protection Agency, Region III

Date: March 24, 2023

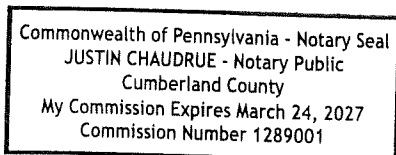
By: 
Dana Aunkst
Director
Land, Chemicals, and Redevelopment Division
United States Environmental Protection Agency
Region III

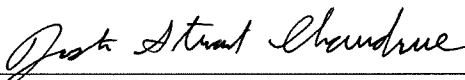
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Cumberland)

On this 24th day of March, 2023, 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 he 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 Justin Stuart Chaudrue

My commission expires: 03/24/2027

Environmental Covenant

Property Address: Blue Ball Road, Elkton, MD 21921

Deed Reference: Cecil County, Liber C.M.N. No. 03825 Folio 148

Tax Account Identification Number: District-03, Account Numbers 032760 and 055191

EXHIBIT A

Complete Metes and Bounds Description of the Property

All those parcels of land situate in Cecil County, State of Maryland and described as follows:

PARCEL ONE:

BEGINNING for the same at the intersection of the centerline of Zeitler's Lane with the centerline of the paved road leading westerly to the southerly side of the property conveyed to Maryland Cork Company by Deed recorded among the Land Records of Cecil County in Liber R.R.C. No. 64, folio 211, said road also running along the northerly line of the lands conveyed to Central Chemical Corporation by Deed recorded among the aforesaid Land Records in Liber W.A.S. No. 199, folio 61, said point of beginning being approximately 2,565 feet southerly along Zeitler's Lane from Blue Ball Road; thence, with said point of beginning so fixed and binding on the centerline of the paved road leading to said southerly side of Maryland Cork Company, (1) North 63 degrees 11 minutes 55 seconds West, 749.00 feet, to a point in the easterly right-of-way line of Penn Central Railroad Company, said right of way line being located ten feet from the centerline of the existing track; thence, leaving said paved road, with and binding on said easterly right of way line of Penn Central Railroad Company the following three courses: (2) North 11 degrees 35 minutes 05 seconds East 89.81 feet to a point of curvature; thence, (3) 430.60 feet along the arc of a curve to the left having a radius of 910.40 feet and a chord bearing North 01 degrees 57 minutes 55 seconds West 426.61 feet to a point of tangency; thence, (4) North 15 degrees 30 minutes 55 seconds West 636.25 feet to a point; thence, leaving said railroad right of way (5) South 63 degrees 44 minutes 53 seconds East 1,035.00 feet to a point in the centerline of Zeitler's Lane; thence, along said centerline of Zeitler's Lane; the following two courses; (6) South 06 degrees 20 minutes 25 seconds West 448.75 feet to a point, and (7) South 04 degrees 25 minutes 05 seconds West 563.00 feet to the point of beginning and containing 17.8311 acres of land according to a survey conducted by MCA Engineering Corporation, Engineers and Land Surveyors, in November 1975. Tax Account No. 03-032760

PARCEL TWO:

BEGINNING for the same at a point in the centerline of Zeitler's Lane approximately 1,550 feet southerly along Zeitler's Lane from Blue Ball Road, said point being at the end of the fifth course in the description of Parcel One, proceeding, thence, with said point of beginning so fixed, reversely with and binding in the fifth course of Parcel One, (1) North 63 degrees 44 minutes 53 seconds West 1,035.00 feet to a point in the easterly right of way line of Penn Central Railroad Company; thence, with and binding on said easterly right of way line of Penn Central Railroad Company, (2) North 15 degrees 30 minutes 55 seconds West 354.88 feet to a point; thence, leaving said railroad right of way, (3) South 24 degrees 45 minutes 24 seconds East 80.81 feet to a point;

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thence, parallel to and approximately seven feet southeasterly from a chain link fence defining the property leased to Thiokol Chemical Corporation, (4) North 52 degrees 17 minutes 41 seconds East 306.60 feet to an iron pipe found at the end of a farm fence defining the property conveyed to Richard A. Herron by Deed recorded among the Land Records of Cecil County in Liber W.A.S. No. 236, folio 645; thence, with and binding on the southerly line of the said lands of Herron the following two courses, (5) South 53 degrees 05 minutes 25 seconds East 526.44 feet to a point; thence, (6) South 78 degrees 50 minutes 18 seconds East 371.63 feet to a point in the centerline of Zeitler's Lane; thence, along said centerline of Zeitler's Lane, (7) South 04 degrees 13 minutes 02 seconds West 527.21 feet to the point of beginning and containing 10.6832 acres of land according to a survey conducted by MCA Engineering Corporation, Engineers and Land Surveyors, in January 1976.

Tax Account No. 03-055191

Parcels One and Two to comprise a tract of land containing 28.5143 acres, more or less as shown on the plat by said MCA Engineering Corporation attached to Deed from Trinco, Inc. to P&R Rail Car Service Corp., Inc. dated March 2, 1976 and recorded among the Land Records of Cecil County in Liber W.A.S. No. 357, folio 170.

Subject to and together with the benefit of those easements set forth in the Deed from Trinco, Inc. to P&R Rail Car Service Corp., Inc. dated March 2, 1976 and recorded among the Land Records of Cecil County in Liber W.A.S. No. 357, folio 170.

Environmental Covenant

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Tax Account Identification Number: District-03, Account Numbers 032760 and 055191

EXHIBITS B-1 AND B-2

**Map of the Property
and Location Coordinates**

Environmental Covenant
Exhibit B2
Site Layout Coordinates

Coordinate Table (WGS 84)		
Label	X Longitude	Y Latitude
1	-75.85843033	39.61953545
2	-75.8602352	39.62082325
3	-75.86008786	39.62104189
4	-75.86005171	39.62109553
5	-75.86002462	39.62113788
6	-75.85999023	39.62119499
7	-75.85993488	39.62129659
8	-75.85990606	39.62135551
9	-75.8598793	39.62141502
10	-75.85985463	39.62147506
11	-75.85983207	39.62153559
12	-75.85981177	39.6215961
13	-75.85979367	39.62165669
14	-75.85977744	39.62171856
15	-75.85976346	39.62178032
16	-75.85975172	39.62184258
17	-75.85974404	39.62188989
18	-75.85973766	39.62193801
19	-75.85973129	39.62200082
20	-75.85974247	39.62391302
21	-75.85702888	39.6221679
22	-75.85738811	39.62138644
23	-75.85756927	39.62103423
24	-75.85758401	39.62099909
25	-75.85761105	39.62091636
26	-75.85763274	39.62087097
27	-75.85766053	39.62082761
28	-75.85769412	39.62078679
29	-75.85771749	39.62075225
30	-75.85773775	39.62071656
31	-75.85830024	39.61955945
32	-75.85831727	39.61953872
33	-75.85834456	39.61952386
34	-75.85838313	39.61951927
35	-75.85840845	39.61952436
36	-75.85973078	39.62488718
37	-75.85968781	39.62466785
38	-75.85867859	39.62498299
39	-75.85754915	39.6238329
40	-75.85642157	39.62338162
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Environmental Covenant

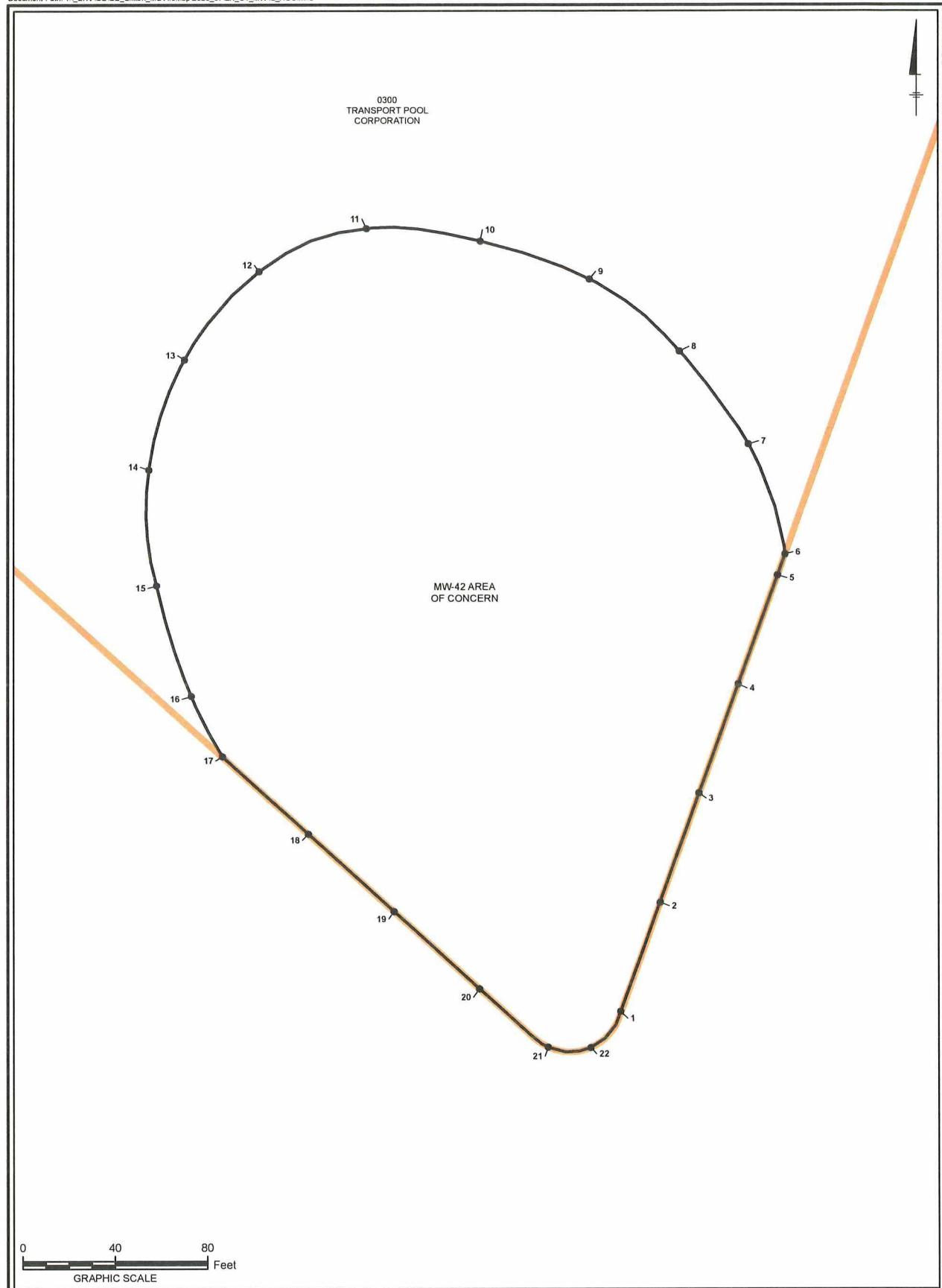
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Deed Reference: Cecil County, Liber C.M.N. No. 03825 Folio 148

Tax Account Identification Number: District-03, Account Numbers 032760 and 055191

EXHIBITS C-1 AND C-2

**Map of the MW-42 Area of Concern
and Location Coordinates**



LEGEND:

- FORMER GE RAILCAR PROPERTY BOUNDARY
- AREA OF CONCERN
- LOCATION OF COORDINATES PROVIDED IN EXHIBIT C2

FORMER GE RAILCAR PROPERTY
 ELKTON, MARYLAND
 ENVIRONMENTAL COVENANT

MW-42 Area of Concern

Environmental Covenant
Exhibit C2
MW-42 AOC Coordinates

Coordinate Table (WGS 84)		
Label	X Longitude	Y Latitude
1	-75.85829624	39.61955824
2	-75.85823282	39.61968643
3	-75.8581709	39.61981507
4	-75.85810823	39.61994348
5	-75.85804556	39.6200719
6	-75.85803351	39.62009659
7	-75.85808772	39.62022729
8	-75.85819185	39.62033844
9	-75.85832931	39.62042527
10	-75.85849622	39.62047195
11	-75.85867237	39.62048871
12	-75.85883807	39.62043952
13	-75.85895492	39.62033621
14	-75.85901203	39.62020625
15	-75.8590023	39.6200692
16	-75.85895058	39.61993789
17	-75.85890421	39.61986599
18	-75.85877361	39.61977305
19	-75.858643	39.61968012
20	-75.85851247	39.61958711
21	-75.85840805	39.61951701
22	-75.85834274	39.61951591

Environmental Covenant

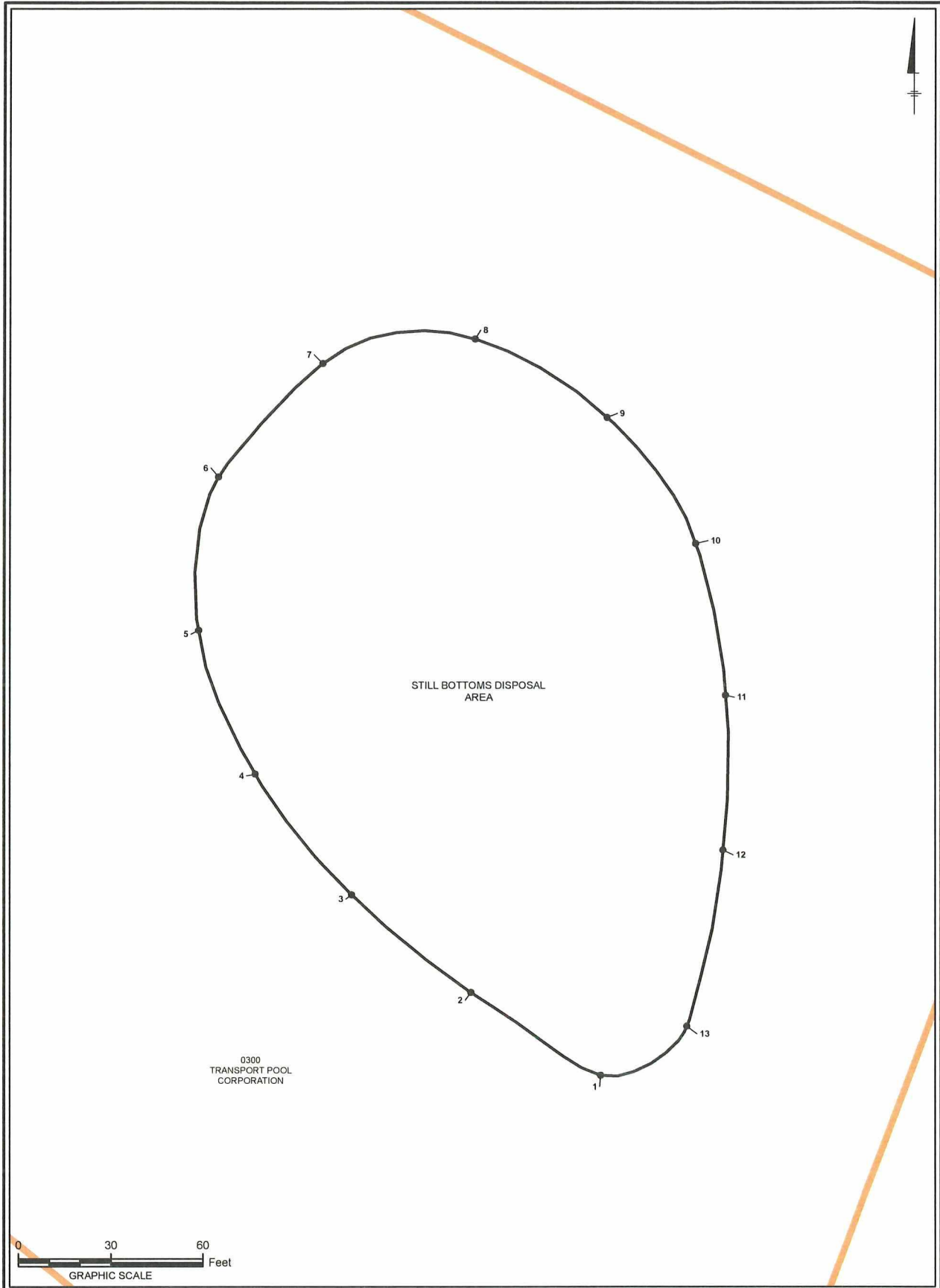
Property Address: Blue Ball Road, Elkton, MD 21921

Deed Reference: Cecil County, Liber C.M.N. No. 03825 Folio 148




Tax Account Identification Number: District-03, Account Numbers 032760 and 055191

EXHIBITS D-1 AND D-2

**Map of the Still Bottoms Disposal Area of Concern
and Location Coordinates**



LEGEND:

-  FORMER GE RAILCAR PROPERTY BOUNDARY
-  AREA OF CONCERN
-  LOCATION OF COORDINATES PROVIDED IN EXHIBIT D2

FORMER GE RAILCAR PROPERTY
ELKTON, MARYLAND
ENVIRONMENTAL COVENANT

Still Bottoms Disposal Area of Concern

Environmental Covenant
Exhibit D2
Still Bottoms Disposal Area Coordinates

Coordinate Table (WGS 84)		
Label	X_Longitude	Y_Latitude
1	-75.85708374	39.62277402
2	-75.85723252	39.62284886
3	-75.85736882	39.62293677
4	-75.85747812	39.62304492
5	-75.85754157	39.62317311
6	-75.85751659	39.623309
7	-75.85739441	39.62340857
8	-75.85721882	39.62342855
9	-75.857067	39.62335745
10	-75.85696641	39.62324436
11	-75.85693421	39.62310938
12	-75.85693948	39.62297218
13	-75.85698348	39.62281658