

Antonia W. [Signature]
Recordation Clerk

6/29/21
Date

ENVIRONMENTAL COVENANT

SITE NAME: Former FMC Agricultural Products Group Facility - LOT 008
GRANTOR/OWNER/HOLDER: FMC Corporation
PROPERTY ADDRESS: 1701 E Patapsco Ave., Baltimore, Maryland 21226

This Environmental Covenant is executed pursuant to 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/or use limitations in this document. This Environmental Covenant has been approved by the United States Environmental Protection Agency ("EPA"). This Property is one of three lots that comprise the Former FMC Agricultural Products Group Facility ("Facility"). Environmental covenants for Lots 001 and 007 are included in separate documents.

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

- 7335

The postal street address of the Property is: 1701 E Patapsco Ave., Baltimore, MD 21226.
The City Land Records Deed Reference: Liber MLP No. 9598, folio 139.
Tax Account Identification Number: Ward - 25 Section - 07 Block - 7335D Lot - 008.
The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 39.22826/-76.57683.

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.** FMC Corporation is the owner ("Owner") of the Property and the Grantor of this Environmental Covenant. The mailing address of the Owner is: FMC Tower at Cira Center South, 2929 Walnut Street, Philadelphia, Pennsylvania 19104.

3. **Holder/Grantee.** For purposes of this Environmental Covenant, FMC Corporation shall also be a Holder. The mailing address of the Holder is: FMC Tower at Cira Center South, 2929 Walnut Street, Philadelphia, Pennsylvania 19104.

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

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 23322, p. 0346, MSA_CE164_32479. Date available 07/14/2021. Printed 07/27/2021.

Environmental Covenant
1701 E Patapsco Ave., Baltimore, MD 21226
Liber MLP No. 9598, folio 139
WARD 25, SECTION 07, BLOCK 7335D, LOT 008

- o Corrective Action Permit Pursuant to the Resource Conservation and Recovery Act issued to FMC Corporation (Permit No. MDD0030781875, "Permit"). The Permit requires the implementation and maintenance of the Final Remedy for the Property as selected by and described in the Final Decision and Response to Comments ("FDRTC") issued by EPA on April 14, 2011.

5. **Summary of Identified Contaminants.** The description of the contamination and remedy, which justifies the need for the activity and use limitations described under Item No. 6, is included in the Final Decision and Response to Comments (FDRTC) issued by USEPA on April 14, 2011 and in the USEPA-approved Soil Management Plan (SMP), dated August 7, 2020. As indicated in the FDRTC, volatile organic compounds (VOCs), primarily chlorobenzene, and semivolatile organic compounds (SVOCs) have been identified across the Site in both the shallow and intermediate aquifers, as well as in a perched aquifer zone at the north. A comprehensive investigation of soil quality was not necessary to characterize soil conditions because the Site's groundwater monitoring program identified the presence of chemicals of concern (COCs) sufficient to support the proposed remedial actions of capping the Site and recovering groundwater. Remedy implementation is required by the Permit for Corrective Action (USEPA ID No. MDD0030781875) issued by USEPA on January 30, 2013. The Site is currently vacant except for the groundwater treatment plant and associated support facilities. Redevelopment of the Site for industrial use will complete the capping remedy through installation of buildings, pavement and landscaped areas.

6. **Activity & Use Limitations.** The Property is subject to the following activity and use limitations (in accordance with Part II.B.4.a of the Permit), which the Owner, Holder, and each subsequent owner and holder of the Property shall abide by:

- a. Groundwater beneath the Facility shall not be used for potable purposes or any other use that could result in human exposure, unless such use is required by the Final Remedy selected by EPA in the FDRTC;
- b. Well drilling is prohibited at the Facility without prior written EPA approval, to prevent inadvertent exposure to the contaminated groundwater and adverse effects to the Final Remedy selected by EPA in the FDRTC;
- c. The Facility shall not be used for any purposes other than industrial purposes unless it is demonstrated to EPA that another use will not pose a threat to human health or the environment and EPA provides prior written approval for such use;
- d. All earth-moving activities on Facility property, including construction and drilling, shall be done in accordance with the EPA-approved Soil Management Plan, dated August 7, 2020, or as amended and approved by EPA;

Environmental Covenant

1701 E Patapsco Ave., Baltimore, MD 21226

Liber MLP No. 9598, folio 139

WARD 25, SECTION 07, BLOCK 7335D, LOT 008

- e. A vapor intrusion control system, the design of which shall be approved in advance by EPA, shall be installed in each existing structure and each new structure at the facility, not including existing structures that are idle or will not be used, unless it is demonstrated to EPA that vapor intrusion does not pose a threat to human health and EPA provides prior written approval that vapor intrusion control system is not needed; and
- f. The vapor intrusion control system and cap to be installed at the Property as a part of the Final Remedy shall be operated and maintained as necessary to protect their functional integrity in accordance with the requirements set forth in the Appendix A - Maintenance Plan for Fencing, Covers and Vapor Mitigation Systems of the EPA-approved Corrective Measures Implementation Work Plan for the Main Parcel, dated October 8, 2020, or as amended and approved by EPA.

7. **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 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. The then-current owner shall notify EPA 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.

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

9. **Recordation & Filing with Registry.** The Owner shall record this Environmental Covenant in the Land Records of Baltimore City within thirty (30) days of EPA's approval of this Environmental Covenant and shall send proof of the recording to EPA and the Department within thirty (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://mde.maryland.gov/programs/LAND/MarylandBrownfieldVCP/Pages/ueca.aspx>

10. **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. The then-current owner agrees to provide EPA and the Department with written notice of the

Environmental Covenant

1701 E Patapsco Ave., Baltimore, MD 21226

Liber MLP No. 9598, folio 139

WARD 25, SECTION 07, BLOCK 7335D, LOT 008

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 owner's becoming aware of the pendency of such proceeding.

11. **EPA's Address.**

A file-stamped copy of this Environmental Covenant shall be sent to:

Attn: Chief, Corrective Action Branch #1
U.S. EPA Region 3
1650 Arch Street
Mail Code: 3LD10
Philadelphia, PA 19103

Subsequent submissions required by this Environmental Covenant shall be sent to the Region 3 RCRA Corrective Action digital repository for institutional control and reporting documents. The documents shall reference the RCRA Facility name and RCRA ID Number. The documents shall be submitted to: R3_RCRAPOSTREM@epa.gov

12. **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.

13. **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 selected by EPA in the FDRTC are maintained by the Department at the address listed above.

14. **Enforcement.** This Environmental Covenant shall be enforced in accordance with § 1-810 of the Environmental Article. The Holder shall have the right to rectify and/or remedy any breaches of violations of the activity and use limitations set forth in Paragraph 6 above in accordance with applicable laws.

15. **Compliance Reporting.** Within twenty-one (21) days after written request by EPA or the Department, the then-current owner of the Property shall submit, to EPA, the Department and any Holder listed in Paragraph 3, written documentation stating whether or not the activity and use limitations set forth in Paragraph 6 of this Environmental Covenant are being abided by. In 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)

Environmental Covenant

1701 E Patapsco Ave., Baltimore, MD 21226

Liber MLP No. 9598, folio 139

WARD 25, SECTION 07, BLOCK 7335D, LOT 008

noncompliance with Paragraph 6 (Activity and Use Limitations), 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 EPA, the Department and any Holder. 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.

16. **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 written below.

Environmental Covenant
1701 E Patapsco Ave., Baltimore, MD 21226
Liber MLP No. 9598, folio 139
WARD 25, SECTION 07, BLOCK 7335D, LOT 008

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

ATTEST:

FMC Corporation, Grantor/Owner and
Holder/Grantee

Date: 12/10/2020

By: [Signature]

Name: Douglas Groux

Title: Director, EHS Remediation & Governance

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Philadelphia)

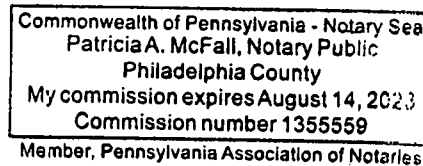
SS:

On this 10 day of December, 2020, before me, the undersigned, personally appeared Douglas Groux, 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]

Patricia A. McFall
Notary Public



My commission expires: 8/14/2023

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 23322, p. 0351, MSA_CE164_32479. Date available 07/14/2021. Printed 07/27/2021.

BOOK: 23322 PAGE: 352
Environmental Covenant
1701 E Patapsco Ave., Baltimore, MD 21226
Liber MLP No. 9598, folio 139
WARD 25, SECTION 07, BLOCK 7335D, LOT 008

APPROVED, by United States Environmental Protection Agency, Region III

Date: 12/18/2020

By: Stacie Driscoll
Stacie Driscoll
Acting Director
Land, Chemicals and Redevelopment Division
United States Environmental Protection Agency
Region III

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Montgomery)

SS:

On this 18th day of December, 2020, before me, the undersigned, personally appeared Stacie Driscoll, 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.

Sabrina Angella Pattershall

Notary Public

My commission expires: April 28, 2022

Commonwealth of Pennsylvania - Notary Seal
SABRINA ANGELA PATTERSHALL - Notary Public
Montgomery County
My Commission Expires Apr 28, 2022
Commission Number 1283162

Commonwealth of Pennsylvania - Notary Seal
SABRINA ANGELA PATTERSHALL - Notary Public
Montgomery County
My Commission Expires Apr 28, 2022
Commission Number 1283162

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 23322, p. 0352, MSA_CE164_32479. Date available 07/14/2021. Printed 07/27/2021.

Environmental Covenant
1701 E Patapsco Ave., Baltimore, MD 21226
Liber MLP No. 9598, folio 139
WARD 25, SECTION 07, BLOCK 7335D, LOT 008

EXHIBIT A
METES AND BOUNDS DESCRIPTION

WARD 25, SECTION 07, BLOCK 7335D, LOT 008 IN BALTIMORE CITY, MARYLAND

BEGINNING for the third at the intersection of the South side of Patapsco Avenue as laid out 60 feet wide and the southwest side of Fairfield Road as laid out 30 feet wide, and running thence and binding on the South side of Patapsco Avenue, and referring the courses of this description to the True Meridian as adopted by the Baltimore City Survey Control System, North 82 degrees 35 minutes 10 seconds West 1996 feet more or less to the shore line of Stonehouse Cove and to the end of the first line of the second parcel of land which by Deed dated July 31, 1951 and recorded among the Land Records of Baltimore City in Liber MLP No. 8531 , folio 582, was conveyed by U.S. Industrial Chemicals., Inc. to National Distillers Products Corporation, thence binding in an easterly, southerly, southeasterly and easterly direction along the shoreline of Stonehouse Cove and continuing along the shore line or Curtis Bay 4450 feet more or less to the end of the first line of the eleventh parcel of land described in the Deed from U.S. Industrial Chemicals, Inc. to National Distillers Products Corporation, herein referred to, thence binding reversely on said first line North 13 degrees 17 minutes 10 seconds West 1217.5 feet more or less to the beginning of said eleventh parcel and to the southwest side of Fairfield Road, thence binding on the southwest side of Fairfield Road North 13 degrees 38 minutes 40 seconds West 40.00 feet to the beginning of the 20th line of the second parcel of land herein referred to, thence binding on the 20th and 21st lines of said parcel the two following courses and distances: North 21 degrees 13 minutes 10 seconds West 297.00 feet and North 28 degrees 12 minutes 10 seconds West 141.00 feet to the beginning of the second line of the seventh parcel of land herein referred to, and thence binding on said second line and on the southwest side of Fairfield Road North 28 degrees 12 minutes 10 seconds West 56.00 feet to the place of beginning.

Containing 68.00 acres, more or less.

Saving and excepting therefrom, however, so much thereof as by Deed dated June 3, 1974 and recorded among the Land Records of Baltimore City in Liber RHB No. 3133, folio 162 was granted and conveyed by FMC Corporation unto Mayor and City Council of Baltimore.

Also saving and excepting therefrom, however, so much thereof as by Deed dated January 15, 1979 and recorded among the Land Records of Baltimore City in Liber WA No. 3712, folio 337 was granted and conveyed by FMC Corporation unto Mayor and City Council of Baltimore.

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 23322, p. 0353, MSA_CE164_32479. Date available 07/14/2021. Printed 07/27/2021.

7335

Environmental Covenant
1701 E Patapsco Ave., Baltimore, MD 21226
Liber MLP No. 9598, folio 139
WARD 25, SECTION 07, BLOCK 7335D, LOT 008

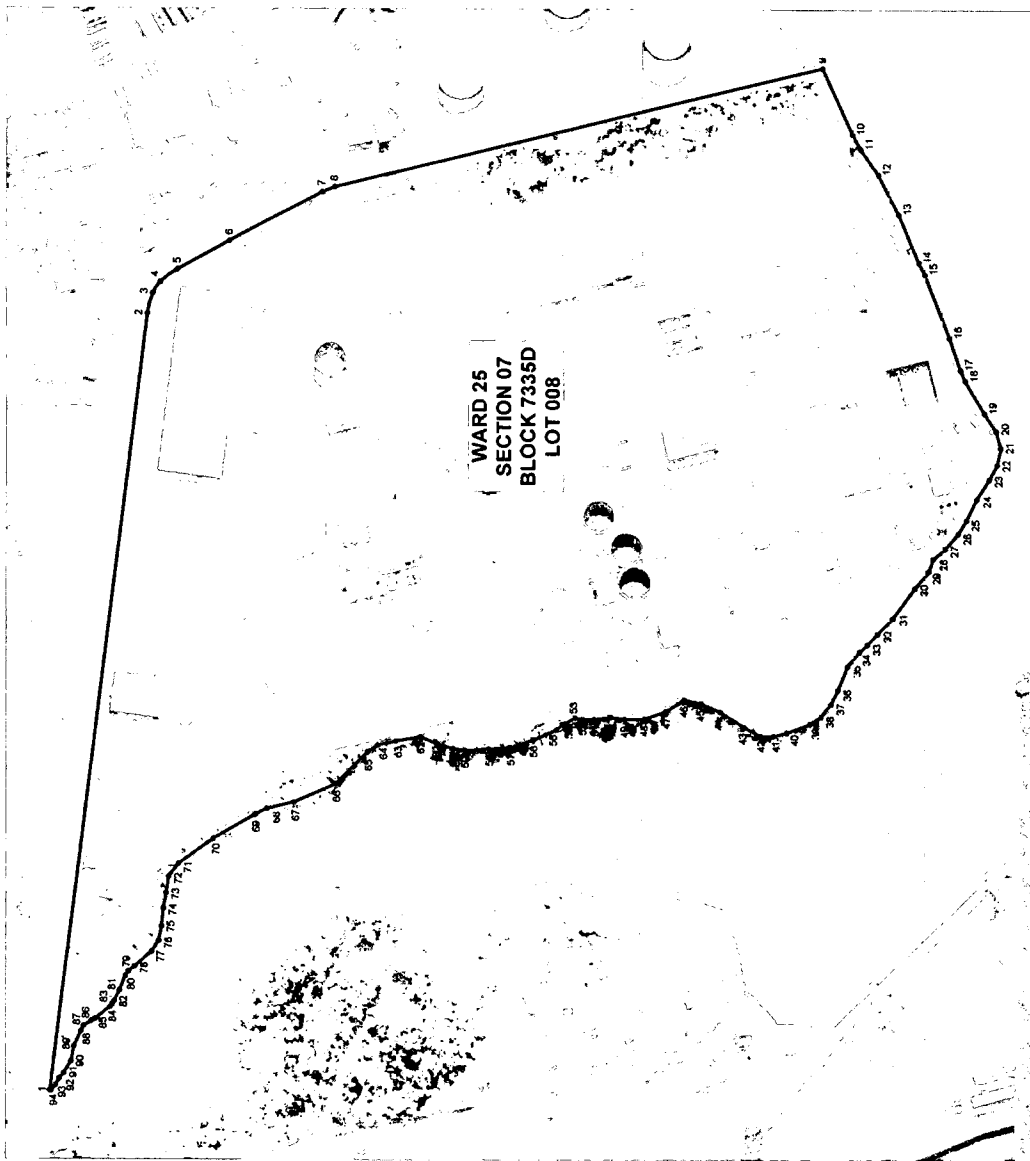
**EXHIBIT B
MAP OF PROPERTY**

EXHIBIT B
EPA ID #MDD0030781875

COORDINATE TABLES

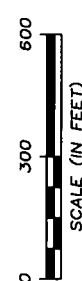
TURNING POINT #	NORTHING	EASTING	TURNING POINT #	NORTHING	EASTING
1	570351.071	1430704.901	48	568878.065	1431616.366
2	570098.430	1432604.314	49	568927.019	1431615.367
3	570078.665	1432681.782	50	569002.704	1431615.051
4	570077.871	1432712.354	51	569032.871	1431614.661
5	569908.315	1432781.967	52	569049.825	1431618.824
6	569679.427	1432904.126	53	569077.384	1431603.625
7	569648.303	1432916.356	54	569096.380	1431589.785
8	569438.307	1432907.359	55	569133.337	1431564.671
9	569364.291	1432907.359	56	569111.213	1431545.640
10	569343.495	1432900.589	57	569253.862	1431542.245
11	569298.309	1432949.377	58	569333.918	1431538.289
12	569249.151	1432851.936	59	569333.312	1431542.930
13	569198.902	1432732.794	60	569388.766	1431554.704
14	569183.668	1432704.277	61	569434.070	1431572.012
15	569122.715	1432549.454	62	569494.442	1431561.082
16	569095.394	1432470.970	63	569539.891	1431551.040
17	569083.112	1432444.413	64	569554.023	1431538.277
18	569035.675	1432365.365	65	569664.102	1431525.639
19	569006.688	1432321.821	66	569787.889	1431411.602
20	567995.359	1432280.055	67	569814.498	1431396.020
21	568004.189	1432240.068	68	569833.370	1431382.063
22	568023.885	1432203.770	69	569947.728	1431322.091
23	568054.911	1432155.427	70	570033.003	1431260.521
24	568080.100	1432103.718	71	570038.057	1431229.545
25	568100.339	1432070.553	72	570063.636	1431189.010
26	568132.207	1432033.901	73	570070.759	1431150.832
27	568162.040	1432009.275	74	570075.275	1431107.358
28	568172.489	1431979.217	75	570081.977	1431072.273
29	568207.495	1431938.317	76	570099.411	1431045.727
30	568261.436	1431864.258	77	570157.088	1431009.209
31	568300.439	1431825.193	78	570163.597	1430995.820
32	568324.677	1431799.158	79	570178.124	1430924.365
33	568344.453	1431781.874	80	570190.927	1430915.994
34	568375.683	1431747.084	81	570196.196	1430909.989
35	568397.779	1431687.176	82	570201.352	1430900.869
36	568414.840	1431653.496	83	570207.810	1430893.457
37	568440.113	1431621.898	84	570212.787	1430885.802
38	568467.827	1431604.317	85	570229.736	1430877.397
39	568524.635	1431582.969	86	570298.000	1430776.156
40	568557.150	1431574.569	87	570316.430	1430734.562
41	568586.231	1431574.189	88	570327.550	1430717.961
42	568629.750	1431595.966	89	570336.360	1430704.497
43	568688.919	1431633.033	90	570342.872	
44	568737.170	1431654.033	91		
45	568779.286	1431663.089	92		
46	568823.888	1431634.058	93		
47			94		

NOTE: COORDINATES ARE MARYLAND STATE PLANE, NAD 83, US FEET



WARD 25
SECTION 07
BLOCK 7335D
LOT 008

Drawn By
CADD Review
ERM
Date Drawn/Rev'd
10/15/20



FMC AGRICULTURAL PRODUCTS GROUP FACILITY--LOT 008
1701 EAST PATAPSCO AVENUE
BALTIMORE, MARYLAND

CHK'D ME
0551171
EXHIBIT B

3030

7335 \rightarrow

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 23322, p. 0356, MSA_CE164_32479. Date available 07/14/2021. Printed 07/27/2021.

Register 03
 LR - Agreement 75.00
 Recording Fee
 Name: FMC CORPORATION
 Ref: 1600 E. PATAPSCO
 AVE.
 LR - Agreement
 Surcharge 40.00
 Subtotal: 115.00
 Total: 8,020.00
 06/30/2021 02:29
 CC24-ES
 #15143383 C0001 -
 Baltimore City
 Mitchell/CC08.01.03 -

(3) 60
75