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August 6, 2021

**VIA ELECTRONIC MAIL**

The Honorable Zeke Cohen  
Baltimore City Council  
City Hall, 5<sup>th</sup> Floor  
100 North Holliday Street  
Baltimore, Maryland 21202  
[Zeke.cohen@baltimorecity.gov](mailto:Zeke.cohen@baltimorecity.gov)

Re: Rezoning – 1201 South Haven Street  
Urban Renewal Plan – Canton Industrial Area – Amendment

Dear Councilmember Cohen:

On behalf of my client, 1201 S. Haven, LLC, I write to request that you, as the Councilmember for the 1<sup>st</sup> Councilmanic District, introduce a City Council bill to rezone the property known as 1201 South Haven Street along with an adjacent portion of the Boston Street right-of-way (collectively, the “Property”) from the I-2 Zoning District to the C-3 Zoning District, together with a companion bill to amend the Canton Industrial Urban Renewal Plan (the “URP”) to remove the Property from the URP boundaries in order for the redevelopment of the Property to proceed based on the underlying zoning. As you know, our client is the current owner of the Property and proposes to redevelop it as restaurant with a drive-thru restaurant, retail, car wash, and other uses as allowed in the C-3 District.

In furtherance of this request, the following is submitted:

1. A draft of the City Council bill to rezone the Property from the I-2 District to the C-3 District;
2. A completed Statement of Intent for the rezoning bill;
3. A rezoning plat showing the area to be rezoned outlined in red;
4. A draft of the City Council bill to amend the URP; and
5. Draft exhibits to accompany the URP amendment.

I am simultaneously transmitting these documents electronically to Mr. Tony DeFranco in the Department of Legislative Reference and would be happy to provide hard copies if necessary.

Councilmember Zeke Cohen

August 6, 2021

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Thank you in advance for your assistance and, if there is any further information you need, please do not hesitate to contact me.

Sincerely,



Caroline L. Hecker

Enclosures

cc: Mr. Joshua Thomson (via electronic mail w/enclosures)  
Mr. Tony DeFranco, Department of Legislative Reference  
(via electronic mail w/enclosures)  
Mr. Eric Tiso, Department of Planning  
(via electronic mail w/enclosures)  
1201 S. Haven, LLC (via electronic mail w/enclosures)  
Justin A. Williams, Esq. (via electronic mail w/enclosures)

4823-8309-3748, v. 1

**CITY OF BALTIMORE**  
**Council Bill 21-\_\_\_\_\_**  
(First Reader)

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Introduced by: Councilmember Zeke Cohen  
At the request of: 1201 S. Haven, LLC  
Address: c/o Caroline L. Hecker, Esq.  
Rosenberg Martin Greenberg, LLP  
25 S. Charles Street, Suite 21<sup>st</sup> Floor, Baltimore, Maryland 21201  
Telephone: 410-727-6600

Introduced and read first time: \_\_\_\_\_  
Assigned to: Economic and Community Development Committee  
Referred to the following agencies: \_\_\_\_\_

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**A BILL ENTITLED**

**AN ORDINANCE CONCERNING**

**Rezoning – 1201 South Haven Street and a Portion of Boston Street**

For the purpose of changing the zoning for the property known as 1201 South Haven Street and a portion of Boston Street, as outlined in red on the accompanying plat, from the I-2 Zoning District to the C-3 Zoning District, and providing for a special effective date.

By amending  
Article 32 - Zoning  
Zoning Map  
Sheets 68  
Baltimore City Revised Code  
(2000 Edition)

**SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That Sheet 68 of the Zoning District Maps are amended by changing from the I-2 Zoning District to the C-3 Zoning District the property known as 1201 South Haven Street and a portion of Boston Street, as outlined in red on the plat accompanying this Ordinance.

**SECTION 2. AND BE IT FURTHER ORDAINED,** That as evidence of the authenticity of the accompanying plat and in order to give notice to the agencies that administer the City Zoning Ordinance: (i) when the City Council passes this Ordinance, the President of the City Council shall sign the plat; (ii) when the Mayor approves this Ordinance, the Mayor shall sign the plat; and (iii) the Director of Finance shall then transmit a copy of this Ordinance and the plat to the Board of Municipal and Zoning Appeals, the Planning Commission, the Commissioner of Housing and Community Development, the Supervisor of Assessments for Baltimore City, and the Zoning Administrator.

**SECTION 3. AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect on the date it is enacted.

**STATEMENT OF INTENT  
FOR**

Rezoning 1201 South Haven Street and a Portion of Boston Street

**1. Applicant's Contact Information:**

Name: 1201 S. Haven, LLC c/o Caroline L. Hecker, Rosenberg Martin Greenberg, LLP

Mailing Address: 25 S. Charles Street, 21<sup>st</sup> Floor, Baltimore, MD 21201

Telephone Number: (410) 727-6600

Email Address: checker@rosenbergmartin.com

**2. All Proposed Zoning Changes for the Property:** Rezone the above-referenced property from the I-2 Zoning District to the C-3 Zoning District.

**3. All Intended Uses of the property:** drive-thru facility, restaurant, retail, car wash, and other uses as allowed in the C-3 District.

**4. Current Owner's Contact Information:**

Name: 1201 S. Haven, LLC

Mailing Address: 1500 Whetstone Way, Suite 101  
Baltimore, MD 21230

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**5. Property Acquisition:**

The property was acquired by the current owner on June 30, 2021 by \_\_\_\_\_ deed recorded in the Land Records of Baltimore City in Liber \_\_\_\_ Folio \_\_\_\_\_. [The deed has been submitted to Land Records for recording, but a recording reference is not yet available. A copy of the deed is attached hereto.]

**6. Contract Contingency:**

(a) There is \_\_\_\_\_ is not X a contract contingent on the requested legislative authorization.

(b) If there is a contract contingent on the requested legislative authorization:

(i) The names and addresses of all parties on the contract are *{use additional sheet if necessary}*:

(ii) The purpose, nature and effect of the contract are:

7. **Agency:**

(a) The applicant is \_\_\_ is not X acting as an agent for another.

(b) If the applicant is acting as an agent for another, the names of all principals on whose behalf the applicant is acting, including the names of the majority stockholders of any corporation, are as follows *{use additional sheet if necessary}*: N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AFFIDAVIT**

I, Caroline L. Hecker, solemnly affirm under the penalties of perjury that the information given in this Statement of Intent is true and complete to the best of my knowledge, information and belief.



\_\_\_\_\_  
Caroline L. Hecker, Authorized Agent for Applicant

August 4, 2021

Date

Tax ID No.: 26-02-6498A-012  
Baltimore City, Maryland

**SPECIAL WARRANTY DEED  
WITH REMEDIATION OBLIGATIONS**  
[BALTIMORE, MARYLAND]

**THIS SPECIAL WARRANTY DEED WITH REMEDIATION OBLIGATIONS** (this "Deed"), dated as of June 30, 2021 ("Effective Date"), from **EXXON MOBIL CORPORATION**, a New Jersey corporation, formerly known as Exxon Corporation, successor in interest to Standard Oil Co. of New Jersey, a Delaware corporation, having an address of 22777 Springwoods Village Parkway, Spring, Texas 77389 ("Grantor"), to **1201 S. HAVEN, LLC**, a Maryland limited liability company, having a mailing address of 1500 Whetstone Way, Suite 101, Baltimore, Maryland, 21230 ("Grantee"). (Grantor and Grantee are sometimes individually referred to as a "Party" and collectively as the "Parties".)

**WITNESSETH**, That in and for the consideration of **Three Million One Hundred Eighty-Three Thousand Six Hundred and 00/100 US Dollars** (\$3,183,600.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, Grantor's fee simple interest in all that property situate in Baltimore City, Maryland, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "Property").

**SUBJECT TO** any and all easements, rights-of-way, conditions, covenants, restrictions, reservations and exceptions of record, including those certain covenants, conditions and restrictions contained in that certain Special Warranty Deed with Remediation Obligations dated February 22, 2019 and recorded among the land records of Baltimore City at Liber 20905, page 23 (the "RC Deed"), and all building and zoning ordinances, Laws, regulations and restrictions by municipal or other Governmental Authority applicable to the Property hereby conveyed.

**AND SUBJECT TO** the "Restrictions, Covenants and Conditions" specified herein.

**TOGETHER WITH** the buildings and improvements thereupon, and the rights, alleys, ways, waters, easements, privileges, appurtenances, and advantages, to the same belonging or appertaining thereto.

**SAVING AND EXCEPTING** "Grantor's Access Reservation" rights specified herein.

**TO HAVE AND TO HOLD** the Property hereby conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use and benefit forever of the Grantee, its successors and assigns, in fee simple.

**AND** Grantor covenants that, except for matters of record and set forth herein, it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the Property hereby conveyed, that it will warrant specially the Property hereby granted, and that it will execute such further assurances of the same as may be requisite.

**THE GRANTOR HEREBY CERTIFIES** that the within grant is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of Grantor's property and assets.

**SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS AND CONDITIONS. ALL GRANTEE RELATED PARTIES, AS DEFINED IN SECTION 15 HEREOF, SHALL TAKE TITLE TO, AND SUBJECT THE PROPERTY, OR ANY PART THEREOF, TO THE RESTRICTIONS, COVENANTS AND CONDITIONS. THE FOLLOWING RESTRICTIONS, COVENANTS AND CONDITIONS ARE HEREBY DECLARED TO BE THE RESTRICTIONS, COVENANTS AND CONDITIONS RUNNING WITH THE PROPERTY OR ANY PART THEREOF, AND WILL REMAIN IN FULL FORCE AND EFFECT INDEFINITELY UNLESS WAIVED IN WRITING BY GRANTOR.**

**GRANTEE, FOR ITSELF AND ALL FUTURE GRANTEE RELATED PARTIES SHALL ENSURE THAT THE FOLLOWING RESTRICTIONS, COVENANTS AND CONDITIONS ARE EXPRESSLY INCORPORATED INTO ANY LEASE, SUBSEQUENT SALES AGREEMENT OR DEED FOR THE PROPERTY OR ANY PART THEREOF, OR OTHER INSTRUMENT CONVEYING OR DEMISING ANY INTEREST IN THE PROPERTY AND ALL GRANTEE RELATED PARTIES SHALL BE REQUIRED TO COMPLY WITH ALL OBLIGATIONS AS SET FORTH HEREIN; HOWEVER, SUCH INCORPORATION DOES NOT RELIEVE GRANTEE FROM THE OBLIGATIONS AND COVENANTS OF GRANTEE TO GRANTOR SET FORTH HEREIN. INCORPORATION BY REFERENCE SHALL NOT BE ADEQUATE AND, BOTH PARTIES AGREE, WOULD BE A MATERIAL BREACH OF THIS DEED.**

### **RESTRICTIONS, COVENANTS AND CONDITIONS**

1. **Defined Terms.** Capitalized terms as used in this Deed unless specifically defined at their point of introduction, shall have the meanings ascribed to them in Section 15 below.

2. **Use Restrictions, Access Rights and Engineering Controls.** Grantee on behalf of itself and all Grantee Related Parties, covenants and agrees that the Property may be used for any purpose subject to those certain Use Restrictions (as defined below) and Engineering Controls (as defined below) set forth in this Deed. Grantee acknowledges that the Engineering Controls includes a restriction against installation of pilings, elevator shafts or any other excavations that would extend deeper than either of fourteen (14) feet below ground surface (BGS) or twenty-six (26) feet below mean seal level (MSL) at the Property ("Subsurface Development Restrictions").

- 2.A. ***No Residential Uses.*** Except for Above Ground Level High Density Multi-Family Residential Development (hereinafter defined), the Property may not be used for (i) any residential use, (ii) any purpose that would constitute a "Permitted Use" under any of the "residence" or "residential" zones, districts, or classifications set forth in any applicable municipal, county or state zoning laws in effect on the date of the Deed, (iii) any school or other educational facility; (iv) any group day care center, nursery, nursing home, rehabilitation or convalescent facility or other facility which is intended to house or provide care for the elderly or the infirm; (v) any public bath, playground or recreational park; provided however, a dog park associated with a beer garden or similar venue shall be permitted at the Property; (vi) any health care clinic, hospital or other medical facility; (vii) any place of worship; or (xiii) any other use that is inconsistent with the Use Restrictions. Notwithstanding the foregoing residential use restrictions, the Property may be used for a child care facility which may include an outdoor playground or recreational area solely for use by the child care facility and for Above Ground Level High Density Multi-Family Residential Development, with ground level common areas and parking development, provided the appropriate engineering and institutional controls, including vapor barrier and non-permeable liners are used for the protection of human health and such uses are consistent with zoning and applicable environmental regulations. "Above Ground Level High Density Multi-Family Residential Development," means development with at least one story level of non-residential development between the ground level slab and any high-density multi-family residential development and can include condominium and apartment-hotel uses.
- 2.B. ***No Use of Groundwater.*** No groundwater in or under the surface of the Property may be used for any purposes. The construction or installation of any water supply well, whether for drinking, human consumption, or any other purpose on the Property is prohibited. Any water wells found on the Property, or any part thereof by Grantee will be plugged in accordance with state or local regulations within one hundred twenty (120) days of discovery.
- 2.C. ***No Agricultural Uses.*** The Property may not be used for "agricultural" purposes, as such term is defined in all Laws and in all building, zoning and



land use ordinances, regulations and restrictions by municipal or other Governmental Authorities applicable to the Property.

- 2.D. **No Substructures.** Grantee shall not install pilings, elevator shafts or in any other way excavate deeper than the Subsurface Development Restrictions. Excavation of the subsurface of the Property for storage spaces or utility conduits where hydrocarbon vapors may accumulate is prohibited. Notwithstanding the foregoing, existing subsurface utility conduits are permitted, and new subsurface utilities are allowed only if installed in vapor tight conduit in accordance with the then-present highest and best industry standards and practices. Specifically, stormwater utilities must be fused HDPE. Grantee is responsible for proper handling, disposal, and costs associated with contaminated soil or groundwater generated during its construction or any regulatory requirements resulting therefrom.
- 2.E. **Engineering Controls.** Grantee, at its sole cost and expense, shall use appropriately engineered impervious vapor barriers or liners designed, constructed and maintained to prevent the migration of hydrocarbon vapors, if any, for protection of human health, as further specified on **Exhibit "B"** attached hereto ("Engineering Controls").
- 2.F. The restrictions, prohibitions and limitations contained in the immediately preceding subparagraphs "2.A," "2.B," "2.C," "2.D," and "2.E" above are collectively, referred to as "Use Restrictions."
- 2.G. **Refinery Canton Reaffirmation and Access Reservation.** Refinery Canton LLC, a Maryland limited liability company ("Refinery Canton") an affiliate of Grantee, joins in this Deed solely for the purpose of reaffirming the obligations of Refinery Canton pursuant to the RC Deed, including the Grantee's Remediation Activities as defined in the RC Deed. Refinery Canton shall continue to be liable for all such Grantee's Remediation Activities, including, but not limited to, Grantee's Remediation Activities related to the Property. Grantor hereby reserves, and Grantee hereby grants Refinery Canton, its employees, consultants, contractors, and other duly authorized representatives access in, on and over the Property for the purpose of completing Grantee's Remediation Activities rights to Refinery Canton to the Property, including long term use of portions of the Property for monitoring wells, pipelines and equipment for maintenance and work areas
- 2.H. **Access Reservation.** Grantee acknowledges that the Lower Zone CAP includes an active recovery system that is capturing LNAPL from the Lower Zone for all of the Baltimore Terminal Area; and, Grantor and Grantor Related Parties (hereinafter defined) or assignee of the foregoing may engage in ongoing remedial work at the Baltimore Terminal Area. Notwithstanding anything to the contrary contained herein and without

limiting the breadth and scope of Grantee's Obligations hereof and Refinery Canton's Remediation Activities, as hereinafter defined, in any way, Grantor excepts and reserves to for itself and Grantor Related Parties at any reasonable time and in any reasonable manner the right of access to, and ingress and egress in, on, over and across the Property, at no cost or expense to Grantor, for the following purposes:

- (i) in the event Grantor is required by any Governmental Authorities to investigate the condition of the Property,
- (ii) for the purpose of confirming Refinery Canton's compliance of Refinery Canton's Remediation Activities, and Grantee's compliance with the Use Restrictions and Engineering Controls, and
- (iii) in the event Refinery Canton defaults in performing Refinery Canton's Remediation Activities under the Lower Zone CAP or requirements set forth by MDE beyond any applicable notice and cure period, and MDE requires Grantor to complete any Refinery Canton's Remediation Activities.

Grantor agrees to provide Grantee forty eight (48) hour notice prior to entering the Property for such investigation or to confirm or complete Refinery Canton's Remediation Activities, except in the event of emergencies or where required by Law, in which case Grantor shall attempt to notify Grantee as soon as reasonably practicable. Such access and ingress and egress will include such access and ingress and egress by Grantor and Grantor Related Parties and their respective contractors. If Grantor's activities cause any damage to the Property, Grantor shall repair and restore the Property to as close to its condition that existed prior to the damage as is reasonably possible. Further, Grantor shall defend, indemnify and save harmless Grantee and any Grantee Related Parties from and against any Claims (including, but not limited to, reasonable attorneys' fees) arising out of Grantor's and Grantor Related Parties' negligent or intentional activities and entry on the Property.

3. **"AS-IS" CONVEYANCE. NO WARRANTIES.** As a material part of the consideration for this Deed, Grantor and Grantee acknowledge and agree that except for the express limited representations and warranties that survive the delivery of this Deed, if any, and those set forth herein, Grantee is taking the Property "**AS IS, WHERE IS, WITH ALL FAULTS,**" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, agreement, inducement or other assertion with respect to the condition of the Property (to include, without limitation, the environmental or physical condition) but is relying solely on Grantee's examination of the Property. Grantee takes the Property with the

express understanding and stipulation that except as set forth herein, **there are no express or implied warranties or representations by Grantor of any kind, all of which are hereby disclaimed by Grantor. Grantee's acceptance of the Property is at the sole risk and liability of Grantee with respect to (i) the present status and condition of the Property and the Lower Zone Recovery System (hereinafter defined) (ii) the suitability, fitness or acceptability of the Property for Grantee's purposes and (iii) the right of Grantee to access the Property or to ingress and egress to and from the Property.** Further, Grantee acknowledges and stipulates that it has had access to the Property to conduct its own investigation and assessment and is well aware of the condition of the Property.

4. Grantee's Release and Indemnity. Except: (i) for the Grantor's Retained Environmental Liabilities (as defined below), (ii) Claims (as defined below) arising from the negligent or intentional acts or omissions of Grantor and Grantor Related Parties (as defined below) occurring after the Effective Date and (iii) for the right to enforce the terms of this Deed (collectively, the "Non-Indemnified Claims"), Grantee, for itself and its successors and assigns (a) agrees and **covenants not to sue** Grantor and Grantor Related Parties for any and all Claims, and (b) agrees to **acquit, release and forever discharge and to defend, indemnify and hold harmless** Grantor and Grantor Related Parties from any and all Claims, in both cases, that arise out of or relate to, in any way, the condition, ownership, use, maintenance or operation of the Property at any time, whether before, on or after the Effective Date, and the performance of the Refinery Canton's Remediation Activities at the Property, no matter how or when caused, whether known or unknown, that are asserted or made by any person or entity, whether public or private, under any Law.

The term "Law" shall mean any statute, law, rule, regulation or ordinance, whether federal, state or local, whether at law or equity, whether by statute, common law, administrative or regulatory proceeding or otherwise, whether based on the negligence, gross negligence, strict liability, willful misconduct or other conduct of any party hereto or otherwise, to include without limitation and by way of example only, the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Safe Drinking Water Act, and the Clean Water Act, or similar or counterpart state statutes. The term "Claims" shall mean any and all losses, damages, claims, demands, liabilities, suits, causes of action, cross-claims or counterclaims; any and all rights of contribution, subrogation, indemnity or reimbursement; any and all liens, payments, penalties or fines (civil, criminal or stipulated under the Consent Decree) or taxes; and any and all expenses, costs or fees, to include without limitation and by way of example only, attorneys' and expert witness fees, court costs, civil or criminal penalties or fines, taxes, and any other charges of any kind or nature whatsoever. The term "Claims" shall not include those arising out of a breach or threatened breach of this Deed. The term "Grantor Related Parties" shall include each of Grantor's respective parents, affiliates, subsidiaries,

employees, officers, directors, agents and contractors, and all their respective representatives, successors and assigns.

5. Grantee's Assumption of Responsibility. Except for the Non-Indemnified Claims, Grantee, for itself and its successors and assigns, **assumes, undertakes and accepts any and all responsibilities, obligations, risks and liabilities**, if any, for i) the environmental and/or physical condition of the Property, whether existing, created or set in place before, on or after the Effective Date, whether known or unknown, no matter how or when caused, whether based on past, present or future conditions, operations, activities or events, arising under or related to any Law, ii) any permits, consent orders, case numbers or other regulatory licensing or oversight documents applicable to the Property, including the Consent Decree and Lower Zone CAP that are currently opened at the Property, iii) the assessment, characterization, remediation, removal, transportation, disposal, treatment or other disposition of any and all Regulated Substances, wastes, materials and substances in, on or under the Property or which are related to or arising from the Property at any time, whether hazardous or not, that is or may be required under any Law, iv) to the extent not otherwise performed by Refinery Canton, performing and completing Refinery Canton's Remediation Activities at the Property and v) without in any way limiting the breadth or scope of the foregoing (i, ii, iii and iv), those prior uses and site conditions identified in Section 8, below.

The release, indemnity and assumption of responsibility obligations, as set forth in Sections 4 and 5 above are hereinafter referred collectively as "Grantee Obligations."

6. Grantor's Retained Environmental Liabilities. Grantor shall retain and be solely responsible for only the following environmental matters for the Property (collectively, "Grantor's Retained Environmental Liabilities"):
- 6.A. Claims in connection with any off-site disposal activities from the Property, performed by Grantor prior to the Effective Date of the RC Deed..
- 6.B Third-party Claims that arose or are based on conditions that existed prior to the Effective Date of the RC Deed, which for the avoidance of doubt does not include Claims by any Governmental Authority related to Remediation Activities at the Property provided that Grantor shall have no liability to the extent that any Grantee Related Parties cause or allow contaminants that are or become the subject of remediation to enter the Lower Zone from the Upper Zone or enter the Upper Zone from the Lower Zone. If any dispute arises regarding whether any Grantee Related Parties cause or allow additional contaminants to enter the Lower Zone from the Upper Zone or enter the Upper Zone from the Lower Zone, such disputes shall be resolved first by negotiations between the Parties, and, if that fails, by the arbitration

provisions in Section 12 hereof. The Parties agree that Grantee Related Parties shall only be deemed to have "allowed" contaminants to move from a Zone to another Zone if Grantee Related Parties could have reasonably prevented such movement.

- 6.C For purposes of this Section 6 "Grantee Indemnified Parties" shall include i) Grantee and its affiliates and their respective directors, officers, employees, contractors, agents, representatives, successors and assigns (collectively, "Affiliates") and ii) any lender that becomes a Grantee Related Party, as defined herein, and its Affiliates. From and after the date hereof, Grantor shall indemnify, hold harmless and defend Grantee Indemnified Parties from and against damages and proceedings asserted against or incurred by Grantee Indemnified Parties for all Grantor's Retained Environmental Liabilities identified in Sections 6.A and 6.B. hereof and only for Grantor's Retained Environmental Liabilities identified in Sections 6.A. and 6.B. hereof.
7. No Admission of Liability. No provision of this Deed nor any payment pursuant to this Deed nor any actions under or by reason of this Deed shall in any action, proceeding or litigation operate or be construed as an admission by Grantor or Grantor Related Parties or any other party of any violation of law or regulation, any liability, fault, or past or present wrongdoing, or any breach of duty at any time.

## 8. **ACKNOWLEDGMENT OF PRIOR USE AND ENVIRONMENTAL DISCLOSURES.**

8.A. **Acknowledgment of Prior and Current Use of the Property and Toone Street East Property.** GRANTEE ACKNOWLEDGES THAT I) THE PROPERTY WAS HISTORICALLY USED FROM THE 1800'S TO 1957 FOR A PETROLEUM BULK STORAGE TANK FIELD AND PETROLEUM STORAGE IN SUPPORT OF THE GRANTOR'S BALTIMORE MAIN TERMINAL; II) THE PROPERTY WAS PREVIOUSLY USED, WITHOUT LIMITATION, FOR THE STORAGE, TRANSFER, AND DISTRIBUTION OF OIL AND GAS, INCLUDING CRUDE OIL, NATURAL GAS AND/OR DERIVATIVE PRODUCTS CONTAINING HYDROCARBONS (VOLATILES AND SEMI-VOLATILE FRACTIONS); AND, SUCH CRUDE OIL, NATURAL GAS AND/OR DERIVATIVE PRODUCTS AND/OR RELATED REGULATED SUBSTANCES MAY HAVE BEEN SPILLED, LEAKED, RELEASED OR OTHERWISE DISCHARGED ONTO, INTO OR UNDER THE PROPERTY AND MAY HAVE IMPACTED THE SOIL AND/OR GROUNDWATER ON, IN OR UNDER THE PROPERTY; III) THE PROPERTY MAY CONTAIN ASBESTOS, LEAD, CREOSOTE, ARSENIC, NATURALLY RADIOACTIVE MATERIAL (NORM), POLYCHLORINATED BIPHENYLS (PCB'S), CATALYSTS OR OTHER HAZARDOUS SUBSTANCES AS A RESULT OF OR RELATED TO PRIOR OPERATIONS, USES AND ACTIVITIES, IV) THE PROPERTY MAY CONTAIN, WHETHER ACTIVE OR ABANDONED OR WHETHER ABOVE OR BELOW GROUND, TANKS, PIPELINES, PIPES, LINES, WELLS, PITS AND OTHER BUILDINGS, STRUCTURES, EQUIPMENT AND FACILITIES AS A RESULT OF OR RELATED TO PRIOR OPERATIONS, USES AND ACTIVITIES; AND V) THE PROPERTY ARE CURRENTLY IMPROVED BY CERTAIN STORMWATER RETENTION POND AREAS, PIPING AND TRAILERS FOR REFINERY CANTON'S USE IN CARRYING OUT REFINERY CANTON'S REMEDIATION ACTIIVIES.

**8.B. ENVIRONMENTAL DISCLOSURES.**

(1) THE PROPERTY IS IDENTIFIED AS A POTENTIAL HAZARDOUS WASTE SITE BY THE ENVIRONMENTAL PROTECTIVE AGENCY'S (EPA) COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY INFORMATION SYSTEM AND IS ACTIVELY MONITORED UNDER THE MDE'S OIL CONTROL PROGRAM PURSUANT TO THAT CERTAIN CONSENT DECREE ENTERED INTO WITH THE MDE DATED NOVEMBER 8, 2007 ("CONSENT DECREE"). PURSUANT TO MDE APPROVED CORRECTIVE ACTION PLANS:

(2) **UPPER ZONE NFA:** THE UPPER ZONE TIER OF IMPACTED SOILS AT THE PROPERTY HAS BEEN REMEDIATED TO THE EXTENT REQUIRED BY THE MDE, AND THE MDE ISSUED A LETTER INDICATING NO FURTHER REMEDIAL ACTION IS NEEDED ("UPPER ZONE NFA").

(3) **LOWER ZONE AND LOWER ZONE REMEDIATION RECOVERY SYSTEM:** GRANTEE ACKNOWLEDGES THAT THE LOWER ZONE TIER OF IMPACTED SOILS/FORMATIONS IS DEFINED AS THE AREA BELOW THE TOP OF THE ARUNDEL LAYER, MOST CONSERVATIVELY, EITHER OF 14 FEET BGS, OR 26 FEET BELOW MSL ("LOWER ZONE"). PURSUANT TO A MDE APPROVED LOWER ZONE CORRECTIVE ACTION PLAN, FOR THE ENTIRE BALTIMORE TERMINAL AREA, DATED SEPTEMBER 10, 2009 ("LOWER ZONE CAP"), LNAPL IS RECOVERED FROM THE LOWER ZONE UNDER THE BALTIMORE TERMINAL AREA, WHICH INCLUDES, BUT IS NOT LIMITED TO THE PROPERTY, BY WAY OF AN INTERCONNECTED RECOVERY WELL NETWORK SYSTEM OF APPROXIMATELY NINETEEN (19) LOWER ZONE RECOVERY WELLS, THAT IS EQUIPPED WITH ACTIVE LNAPL SKIMMING PUMPS, A PIPING SYSTEM AND TANK LOADING AREA LOCATED AT THE PROPERTY AS SHOWN ON EXHIBIT "C" ATTACHED HERETO ("LOWER ZONE REMEDIATION RECOVERY SYSTEM").

(4) **MDE OIL OPERATIONS PERMIT NO. 2018-OPT-157361** ("OIL CONTROL PERMIT"). GRANTEE ACKNOWLEDGES THAT LNAPL IS BEING RECOVERED FROM THE LOWER ZONE AND STORED AT THE PROPERTY PURSUANT TO AN OIL CONTROL PERMIT ISSUED FOR THE "EXXONMOBIL BALTIMORE FACILITY."

**9. GRANTEE'S ASSUMED REMEDIATION RESPONSIBILITY; REFINERY CANTON'S REAFFIRMATION OF CONTINUING REMEDIATION RESPONSIBILITY AND GRANTEE'S ACKNOWLEDGMENT.**

9.A. Changed Use Property. Grantee acknowledges that notwithstanding the receipt of the Upper Zone NFA, the soil at the Property has been remediated pursuant to standards set forth in the Upper Zone Corrective Action Plan as approved by the MDE. The Grantee further acknowledges that after the date hereof, Grantor will have no obligation whatsoever to investigate and/or remediate any contamination related to the Upper Zone at the Property. Grantee will not undertake or permit any activities that will allow contamination from the Lower Zone to permeate or infiltrate into the Upper Zone for the Property. In the event Grantee changes the use or develops the Property, or any part thereof, Grantee agrees to undertake, or cause to be undertaken at its sole cost and expense such remediation work and other measures, as necessary or required to bring

the part of the Property for which the use is changed ("Changed Use Property") in conformance with those standards set out by the MDE, or its successor agency, for industrial, commercial, or other substantially similar standards existing at the time of said change in use, including without limitation:

(1) Plugging, abandoning and re-abandoning (if necessary) each well, located on the Changed Use Property (abandoned or unabandoned), as required under applicable law,

(2) Removing all equipment and facilities, including vaults, piping, flowlines and any other pipelines from the Changed Use Property,

(3) Closing all pits on the Changed Use Property,

(4) Removing and disposing of any contaminated soil or groundwater generated during construction,

(5) Restoring the surface and subsurface associated with the Changed Use Property, as appropriate and in accordance with all requirements under applicable law, including the rules, regulations and requirements of all Governmental Authorities with jurisdiction and in accordance with all obligations, express or implied, applicable to the Changed Use Property, and

(6) Notwithstanding meeting the conformance standards and requirements set out by the MDE, the Property may only be used for a child care facility which may include an outdoor playground or recreational area solely for use by the child care facility, and for Above Ground Level High Density Multi-Family Residential Development, with ground level common areas and parking development, provided, the appropriate engineering and institutional controls, including vapor barrier and non-permeable liners are used for the protection of human health and such uses are consistent with zoning and applicable environmental regulations.

9.B. Refinery Canton's Remediation Activities. Refinery Canton joins in this Deed to reaffirm its acknowledgment and agreement to be bound by all the terms, covenants, restrictions and conditions of the RC Deed, relating to the Property, including those specific obligations set forth in Section 9 of the RC Deed, and the obligation to perform Grantee's Remediation Activities. Grantee acknowledges that it is an affiliate and Grantee Related Party of Refinery Canton, and as such, agrees that it shall be liable for the performance of all such Grantee's Remediation Activities relating to the Property as set forth in the RC Deed, including but not limited to the responsibilities, assumptions and obligations set forth in Section 9 of the RC Deed. In furtherance of the foregoing, the terms and conditions of Section 9 of the RC Deed, as applicable to the Property, are hereby incorporated herein by reference.

9.C. Transfer. Grantee shall not sell, transfer or assign (collectively, "Transfer"), all or any part of its interests in the Property prior to receiving a Lower Zone NFA for that portion of the Property that is to be Transferred without the express prior written

permission of Grantor, which permission shall not be unreasonably withheld, conditioned or delayed; provided however, Grantee (i) may lease and/or finance all or any portion of the Property and enter into leases and deeds of trust or other security agreements relating to any Transfer, without Grantor's permission, and (ii) transfer portions of the Property to wholly-owned limited liability companies of Grantee, or its affiliates, which are in all events owned or controlled by Mark Sapperstein. In addition to the foregoing, Grantor acknowledges that Grantee may, after receiving any required MDE approvals, perform Grantee's Remediation Activities at the Property in multiple phases and may obtain Lower Zone NFAs which relate only to certain portions of the Property (the "Phased Lower Zone NFAs"), and that Grantee may, upon receipt of such Phased Lower Zone NFA, Transfer such portion of the Property covered by such Phased Lower Zone NFA without Grantor's permission. If Grantee Transfers all or any part of its interests in the Property prior to receipt of an applicable Lower Zone NFA, Grantee and Refinery Canton agree that such Transfer will not release Grantee from its assumption of Grantor's LZ Remediation Obligations, including its obligation to complete all Remediation Activities necessary to achieve Lower Zone NFA status for the Property,.

9.D. Subsequent Releases or Discharges. For any spill, Release, discharge or contamination occurring on or after the date hereof at the Property:

(1) Grantee and all Grantee Related Parties will be solely responsible for, and will conduct all required Remediation Activities.

(2) Neither Grantor, Grantor Related Parties, or respective contractors, will be responsible for such Remediation Activities or any costs or expenses related thereto;

For purposes of this Section 9.D, neither Grantee nor any Grantee Related Party shall constitute a successor or assignee of Grantor.

9.E. Spill Notification. After the date hereof, and prior to receiving a Lower Zone NFA, if any Governmental Authority requires Refinery Canton or Grantee to conduct tests or investigations of subsurface soil or groundwater contamination on, in or under the Property, and if a Release or discharge of oil or Regulated Substances, that is reportable under any local, state, or federal law or regulation, occurs to the surface, subsurface, or in the air at the Property, or Grantee reasonably believes that such Release or discharge may have occurred on the Property after the date hereof, **Grantee shall notify Grantor within twenty-four (24) hours, and all appropriate Governmental Authorities in a timely manner as required by applicable law.**

9.F. No Regulated Substance Storage. Grantee acknowledges that in accordance with Lower Zone CAP, LNAPL or derivative products are currently actively being recovered from the Lower Zone at the Property. Grantee acknowledges that until a Lower Zone NFA is obtained, Grantee and Grantee Related Parties will not permit the storage of Regulated Substances at the Property, except as set forth below.



(1) Except for (i) gasoline present in the tanks of motor vehicles permitted to be parked or driving across the Property, (ii) the storage of fuels and oil only as part of the Remediation Activities stored on concrete pads or other impermeable material that are surrounded by dikes, (iii) the storage of cleaning and other materials used for household type uses by the future tenants on the Property for their businesses, (iv) the storage of inventory for sale in the normal course of business by any future tenant on the Property (for the avoidance of doubt, as specified below, the bulk storage of motor fuel for refueling motor vehicles on the Property and the operation of a retail gasoline service station on the Property are prohibited under this subsection), or (v) the use and storage during construction and development on the Property, provided such Regulated Substances are stored on concrete pads or other impermeable materials. Grantee will not store, manufacture, use, place, dispose of, or sell: motor fuel or any other hydrocarbon products; flammable, explosive, reactive, corrosive, contaminating, or radioactive materials; radon; asbestos; urea formaldehyde foam insulation; PCBs; methane materials; or any other hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.) and their counterparts in the State of Maryland), anywhere on, in or under the Property. Grantee will fully comply with the Spill Prevention, Control and Countermeasure Rule adopted by the U.S. Environmental Protection Agency ("EPA") in connection with the storage of fuels and substances pursuant to clause (ii) above.

(2) Subject to Section 9.F(1) above, except (i) for gasoline present in the tanks of motor vehicles permitted to be parked or driving across the Property and (ii) during use for Remediation Activities or construction/development activities, vehicles which are used to carry or transport fuel or Regulated Substances are restricted from the Property whether or not they are empty. Furthermore, Grantee agrees to post signs advising users of these restrictions. Except as stated otherwise in this Deed, in no event will Grantee introduce or permit to be kept on the Property any dangerous, noxious, radioactive or explosive substances.

9.G. Grantee's Development at the Property. Grantor acknowledges that Grantee and/or a Grantee Related Party will be developing the Property and engaged in construction on such land. After the date hereof, Grantee may commence development of the Property provided that Grantee has obtained any required approvals of Governmental Authorities and it does not interfere with the required Refinery Canton's Remediation Activities at the Property. To the extent that those Governmental Authorities interested in Refinery Canton's Remediation Activities request relocating, moving, reinstalling or altering any borings, wells, tanks, lines, structures, fixtures or equipment used for Refinery Canton's Remediation Activities, Grantee agrees to pay any and all costs associated with the relocation, moving, reinstallation, reconfiguration, and/or alteration and such costs shall not be recoverable from the Lower Zone Remediation Fund. At such time as Grantee obtains the approval for the development of the Property

from all applicable Governmental Authorities interested in Refinery Canton's Remediation Activities at the Property, then Grantee and any Grantee Related Parties may commence construction provided that Grantee and all Grantee Related Parties abide by the Use Restrictions and Engineering Controls set forth in this Deed.

9.H. Grantee acknowledges that Grantee may not be able to move some wells and lines without impeding or interfering with Refinery Canton's Remediation Activities at the Property and that in such a case, Grantee or the relevant Grantee Related Party may have to alter the development of construction plans.

9.I. Grantee will provide access to the Property to Governmental Authority personnel involved in or overseeing remediation of the Baltimore Terminal Area. In addition, Grantee will notify Grantor as quickly as is reasonably possible, that MDE personnel or authorized representatives intend to visit the Property if notified prior to their arrival or immediately thereafter if the access is sought without prior notice.

9.I. Grantee's Development and Contaminated Media. Grantee will comply with all requirements for the disposal of all contaminated media that are set forth in applicable law or regulation or other relevant document, including but not limited to Consent Decree and Lower Zone CAP. Grantee will be the generator of all product or soil removed from the Property and will sign all manifests without reference to Grantor, Grantor Related Parties or their respective contractors. Grantee or its Grantee Related Parties will execute and be responsible for proper completion of profiling, transportation, and off-site recycling for the LNAPL recovered from the Lower Zone. Any LNAPL, soil, product or Regulated Substance recovered during any Remediation Activities, must be disposed of at a petroleum recycling disposal site that is included in Grantor's Approved Waste Disposal Site List (AWSL), which has been provided to Grantee or otherwise approved by Grantor.

9.J. Underground Pipes and Lines & Tile Drains. Grantee acknowledges that active and inactive underground pipes, lines, drains, and conveyances, whether constructed of steel, tile, cement, clay, PVC, fiberglass, wood, or other substances (the "Lines") may exist on, in and under the Property and that Grantor cannot provide Grantee with maps identifying the locations of any such Lines. Grantee acknowledges that they have been advised that such Lines may contain petroleum hydrocarbons and may be coated with lead-based paint and/or asbestos-containing insulation or wrapping. Grantee acknowledges if such Lines are encountered during its Remediation Activities, Grantee will remove or abandon these Lines in accordance with applicable laws, regulations, relevant documents and requirement by MDE, including but not limited to the Consent Decree and the Lower Zone CAP.

9.K. Fill Material. Grantee shall comply with all of the fill materials requirements set forth in the RC Deed; provided however, Grantor acknowledges that so long as all off-site fill material used or stored on the Property is free of all Regulated Substances and MDE has otherwise approved such fill material, such approved fill material shall be acceptable to Grantor.

10. Grantee's Covenant and Agreement to work with Grantor in Securing Termination of Consent Decree. Grantee agrees and acknowledges that upon completion of Lower Zone NFA for the Property, Grantee, on behalf of Grantee Related Parties, will work with Grantor, in securing termination of the Consent Decree.

11. Compliance with Laws. All activities or work performed on or at the Property must be completed in accordance with applicable federal, state and local laws and regulations.

12. Cooperation and Dispute Resolution. The Parties agree to cooperate with each other in conducting their activities under this Deed. The Parties agree that they will use commercially reasonable efforts to resolve all disputes between them arising out of this Deed, including without limitation, all contractual, tortious, common law, statutory, legal or equitable claims, or any other claims or disputes concerning the terms, meaning, or implementation of the terms of this Deed (collectively, "Disputes") according to the following provisions.

12.A. Negotiation. After written notice, the Parties shall first use commercially reasonable efforts to resolve Disputes by meeting and conferring.

12.B. Arbitration. Grantor and Grantee agree that any dispute arising out of or relating to this Deed will, at the request of either Grantor or Grantee, be resolved by arbitration before a panel of three (3) arbitrators pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"). Within thirty (30) days of service of the demand for arbitration on the respondent, the claimant and the respondent will each appoint one (1) arbitrator. The third arbitrator will be agreed upon and mutually appointed by the first two (2) arbitrators. The place of arbitration will be Baltimore, Maryland. The arbitrators will apply the substantive law of Maryland to the merits of the disputes, and will not apply any choice of law rules that would call for the application of the law of any other jurisdiction. The Maryland Arbitration Act shall govern the arbitration. Judgment upon the award may be entered in any court of competent jurisdiction.

13. Indemnification Procedures.

13.A Notice and Tender. In the event that the Party entitled to indemnification hereto receives actual notice of any written claim by a third Party giving rise to a right of indemnification of such Party under Sections 4 and 6C of this Deed (the "Indemnitee"), such Indemnitee shall, as soon as reasonably practicable, give written notice thereof to the Party responsible for such indemnification (the "Indemnitor") setting forth the facts and circumstances giving rise to such claim. The Indemnitee shall be responsible for any loss with respect to such claim to the extent that such loss is attributable to the failure to give notice. Such failure to give notice within the timeframe stated will not result in a forfeiture or waiver of rights to indemnification for any loss with respect to such claim to the extent that the loss is not attributable to such failure.

13.B Defense of Claims. In the event that a legal defense is required, the Indemnitor shall select (subject to Indemnitee's reasonable approval), counsel to defend any matter subject to indemnification and/or taking all actions necessary or appropriate to resolve, defend, and/or settle such matters, and shall be entitled to contest, on its own behalf and on the Indemnitee's behalf, the existence or amount of any obligation, cost, expense, debt or liability giving rise to such claim. Nothing in this Section 13.B should be construed as prohibiting the Indemnitee from participating in the defense (which may include hiring its own counsel at its own expense) in any matter subject to indemnification, as long as the Indemnitee does so at its own expense. The Indemnitor shall keep the Indemnitee fully and timely informed as to actions taken on such matters. The Indemnitee shall cooperate with the Indemnitor and its counsel and shall provide them reasonable access to the Indemnitee's employees, consultants, agents, attorneys, accountants, and files to the extent necessary or appropriate to defend or resolve the matter, giving due respect to any assertion of privilege and/or confidentiality of such communications and documents. The Indemnitor shall reimburse the Indemnitee with respect to the reasonable, actual and documented costs of any such access. With respect to any matter for which a Party has an indemnification and/or defense obligation under this Deed, the Parties shall maintain a joint defense privilege, where applicable, in connection with such matters for the Party's communications after the date hereof and those of their respective Affiliates and authorized representatives, which communications after the date hereof concern the matters subject to such indemnification and/or defense obligation.

14. Inculpable Party Status. If Refinery Canton, Grantee or any Grantee Related Party obtains inculpable party status in connection with the Property, it is expressly agreed between Grantor and Grantee that the obligations of Grantee and all Grantee Related Parties in this Deed will be independent of such status and that neither Refinery Canton, Grantee nor any Grantee Related Party, shall claim that any such obligations are nullified, voided, superseded or otherwise diminished in any manner by application of such status. If Refinery Canton or Grantee obtains such status, neither Refinery Canton, Grantee nor any Grantee Related Party will use such status in any actions brought by EPA, MDE, the State of Maryland, local governments, or in any civil action brought by Grantor. In the event that Refinery Canton, Grantee or any Grantee Related Party will use or attempt to use such status in the manner described above, or in a matter involving other parties, Refinery Canton, Grantee or such Grantee Related Party using or attempting to use such status shall reimburse Grantor for any and all expenses incurred thereafter by Grantor in connection with the Property, but only to the extent that Grantor would not have otherwise incurred the expenses in the absence of a claim of inculpable party status.

15. Definitions.

(1) "Corrective Action Plan" or "CAP" means the CAP approved by MDE pursuant to the Consent Decree.

(2) "Environmental Condition" means the existence of a Regulated Substance at the Property, including in or on the soil, surface water, groundwater at, on or under the Property, or migrating from the Property to other property or properties to the extent that levels of any such Regulated Substances exceed naturally occurring background levels in such areas.

(3) "Governmental Authority" or "Governmental Authorities" means a governmental or regulatory authority, department, board, commission, bureau, agency, instrumentality or body, whether federal, state, county, city or other.

(4) "Grantee Related Parties" or "Grantee Related Party" means, with respect to Grantee its successors and assigns (but not with respect to any predecessor-in-interest to Grantee): individually or in combination, all successors, and assignees of Grantee and all subsequent lessees and owners of the Property or any portion thereof, including, without limitation, all parties who become lessees or owners through or after any foreclosure; provided, however: (i) No partner, member, owner, shareholder or principal of an entity defined as a Grantee Related Party shall be deemed to be a Grantee Related Party; (ii) No lender, mortgagee, or beneficiary or trustee under a deed of trust (each a "Lender Party" and collectively, the "Lender Parties") shall be deemed a Grantee Related Party unless and until the Lender Party (or any party claiming by or through a Lender Party) forecloses or takes title to or possession of the Property or a portion thereof; and (iii) Each lessee of the Property pursuant to a lease or occupancy agreement for less than all or substantially all of the Property shall be a Grantee Related Party only for that portion of the Property leased, but not for portions of the Property not leased by lessee. Each lessee or owner of a portion of the Property pursuant to any other agreement for less than all or substantially all of the Property shall be a Grantee Related Party for that portion of the Property so owned or leased, but not for any other portions of the Property.

(5) "Grantor Related Parties" or "Grantor Related Party" includes each of Grantor's respective parents, affiliates, subsidiaries, employees, officers, directors, agents and contractors, and all their respective representatives, successors and assigns.

(6) "Refinery Canton's Remediation Activities" means "Grantee's Remediation Activities" as defined below, which definition is also set forth in the RC Deed, as they pertain to the Property.

(7) "Grantee's Remediation Activities" means Grantor's LZ Remediation Obligations as specified in the Lower Zone CAP for the Property, and any other requirements necessary to obtain a notice of no further action from the MDE for the Lower Zone to close out the Lower Zone CAP as to the Property as may be required by the MDE, any other Governmental Authority.

(8) "Lower Zone" means the area below ground that is below the top of the Arundel layer, most conservatively either fourteen feet (14') below ground surface (BGS) or twenty six (26) feet below mean sea level (MSL).

(9) "Lower Zone CAP" means the MDE approved Lower Zone Corrective Action Plan for the entire Baltimore Terminal Area.

(10) "Grantor's LZ Remediation Obligations" refers to those obligations as set forth in the Lower Zone CAP approved by MDE in accordance with the Consent Decree that would achieve the remedial goal of removing LNAPL from the Lower Zone to the maximum extent practicable through an active LNAPL recovery system in place for the Baltimore Terminal Area, including, but not limited to, the Property.

(11) "Regulated Substance(s)" means any (a) chemical, substance, material, or waste that is designated, classified, or regulated as "industrial waste," "hazardous waste," "hazardous material," "hazardous substance," "toxic substance" or words of similar import, under any applicable Law; (b) petroleum, petroleum hydrocarbons, petroleum products, petroleum substances, crude oil, and components, fractions, derivatives or by-products thereof; (c) asbestos, asbestos-containing material, or polychlorinated biphenyls; and (d) substance that, whether by its nature or its use, is subject to regulation under any applicable Law in effect at that time for which a Governmental Authority requires Remediation Activities.

(12) "Release" has the same meaning as given to that term in CERCLA, provided however, that to the extent the Law in effect at any time establishes a meaning for "Release" that is broader than that specified in CERCLA, the broader meaning shall apply to any Release occurring after the Effective Date of this Deed.

(13) "Remediation Activities" means any investigation, study, assessment, testing, monitoring, containment, removal, disposal, closure, corrective action, remediation (regardless of whether active or passive), natural attenuation, bioremediation, response, cleanup or abatement, whether on-site or off-site, of any and all Regulated Substances to standards required by all applicable Law in effect at such time and as required by all appropriate Governmental Authorities, including but not limited to maintaining any engineering controls to contain or stabilize Regulated Substances (including without limitation, caps, covers, dikes, trenches, leachate collection systems, signs, fences and access controls). It is expressly understood, however, that taking no action other than monitoring and sampling may constitute Remediation Activities if, after investigation, taking no action other than monitoring and sampling is determined to be consistent with or allowed under all applicable Law in effect at that time, and approved by all appropriate Governmental Authorities. If allowed under all applicable Laws in effect at the time Remediation Activities are undertaken, and approved by all appropriate Governmental Authorities, the following may constitute Remediation Activities for purposes of compliance with this Deed:

(i) risk-based closure that requires institutional controls including, without limitation, structure and land use restrictions, well restrictions, declarations of environmental restriction or other forms of deed notice regarding the presence of contamination, and establishment of groundwater classification exception areas, or

(ii) installation of engineering controls to contain or stabilize covered contamination or otherwise Regulated Substances including, without limitation, caps, covers, dikes, trenches, leachate collection systems, signs, fences and access controls.

Remediation Activities shall also include all activities necessary or required in order to comply with and complete the Grantor's LZ Remediation Obligations and obtain a Lower Zone NFA as further described in this Deed.

(14) "Upper Zone" means any soil and/or groundwater and/or any and all contamination overlying the top of the Arundel clay layer.

16. **Exemption**: Grantor is a resident entity under § 10-912(a)(4) of Maryland's Tax General Article, for purposes of exemption from withholding tax.

*[Signature pages follow.]*

[Signature page to Special Warranty Deed [Property – 4.548 acres]]

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Deed as of the date first above written.

WITNESS: "GRANTOR"

**EXXON MOBIL CORPORATION,**  
a New Jersey corporation

M. Rowland

By: Maria M. Quezada (seal)

Maria M. Quezada  
Agent and Attorney-in-Fact

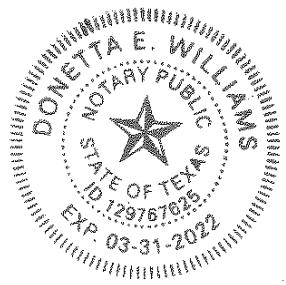
STATE OF TEXAS                    )  
  ) ss.  
CITY/COUNTY OF HARRIS         )

I HEREBY CERTIFY that on this 24 day of June, 2021, before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared Maria M. Quezada, who acknowledged herself/himself to be the Agent and Attorney-in-Fact of **EXXON MOBIL CORPORATION**, a New Jersey corporation, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the within deed and acknowledged to me that she/he executed the same for the purposes therein contained as the duly authorized Agent and Attorney-in-Fact of said corporation by signing, in my presence, the name of the corporation by herself/himself as Agent and Attorney-in-Fact, and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Grantor corporation.

WITNESS my hand and official seal.

Donetta Williams  
Notary Public

My commission expires: 03/31/2022



[Signature page continues.]  
  
[Grantor's Signature Page.]



[Signature page to Special Warranty Deed [Property – 4.548 acres]]

WITNESS: "GRANTEE"

1201 S. HAVEN, LLC,  
a Maryland limited liability company

*Chelsea*

By: *Mark C. Sapperstein* (seal)  
Mark C. Sapperstein, Managing Member

STATE OF MARYLAND )  
  ) ss.  
~~CITY~~COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 28<sup>th</sup> day of JUNE, 2021, before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared Mark C. Sapperstein, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed, in his capacity as Managing Member of 1201 S. HAVEN, LLC, a Maryland limited liability company and he acknowledged the within Deed to be the act of said limited liability company.

WITNESS my hand and official seal.

*Melody A. Widener*  
Notary Public

My commission expires: 12/15/22

MELODY A. WIDENER  
NOTARY PUBLIC  
CARROLL COUNTY  
MARYLAND *expires 12/15/22*

[Grantee's Signature Page.]

[Signature page to Special Warranty Deed [Property – 4.548 acres]]

WITNESS: "GRANTEE"

**REFINERY CANTON LLC,**  
a Maryland limited liability company

Chellean

By: Mark C. Sapperstein (seal)  
Mark C. Sapperstein, Member

WITNESS: "GRANTEE"

**REFINERY CANTON LLC**  
a Maryland limited liability company

Chellean

By: Stacy L. Sapperstein (seal)  
Stacy L. Sapperstein, Member

STATE OF MARYLAND                    )  
  ) ss.  
~~CITY~~/COUNTY OF CARROLL )

I HEREBY CERTIFY that on this 28<sup>th</sup> day of June, 2021, before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared Mark C. Sapperstein, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed, in his capacity as a Member of **REFINERY CANTON LLC**, a Maryland limited liability company and he acknowledged the within Deed to be the act of said limited liability company.

WITNESS my hand and official seal.

Melody A. Widener  
Notary Public

My commission expires: 12/15/22

MELODY A. WIDENER  
NOTARY PUBLIC  
CARROLL COUNTY  
MARYLAND *expired 12/15/22*

[Grantee's Signature Page.]

STATE OF MARYLAND )  
 ) ss.  
~~CITY~~/COUNTY OF CARROLL )

I HEREBY CERTIFY that on this 28<sup>th</sup> day of JUNE, 2021, before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared Stacy L. Sapperstein, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed, in her capacity as a Member of **REFINERY CANTON LLC**, a Maryland limited liability company and she acknowledged the within Deed to be the act of said limited liability company.

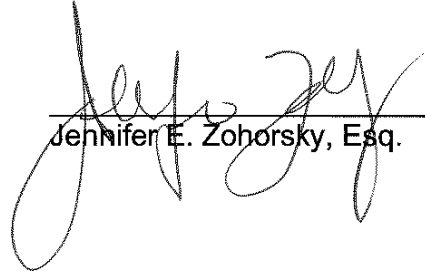
WITNESS my hand and official seal.

MELODY A. WIDENER  
NOTARY PUBLIC  
CARROLL COUNTY  
MARYLAND *expired 12/1/22*

Melody A. Widener  
Notary Public

**CERTIFICATION**

**I HEREBY CERTIFY THAT I**, the undersigned, an attorney at law who has been admitted to practice before the Maryland Court of Appeals, has prepared the within instrument.

  
\_\_\_\_\_  
Jennifer E. Zohorsky, Esq.

**GRANTEE'S MAILING ADDRESS:**

**Attention: Mr. Mark C. Sapperstien  
1500 Whetstone Way, Suite 101  
Baltimore, Maryland 21230**

**AFTER RECORDING RETURN TO:**

Return To: First American Title NCS  
601 Travis St. Ste. 1875  
Houston, TX 77002  
Attn: Sharon Mork  
NCS No. 1061165

**DEED ATTACHMENTS ARE AS FOLLOWS:**

Exhibit "A" - Property Description  
Exhibit "B" – Engineering Controls  
Exhibit "C" – Lower Zone Remediation Recovery System Depiction

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

**BEGINNING** FOR THE SAME AT POINT BEING NORTH 03° 09' 09" WEST 107.43 FEET FROM THE NORTHEASTERLY FROM EXXON CORPORATION TO THE MAYOR AND CITY COUNCIL OF BALTIMORE DATED MARCH 31, 1982 AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY IN LIBER CWM JR. 4178, FOLIO 323. SAID POINT HAVING GRID COORDINATES REFERENCED TO THE BALTIMORE CITY COORDINATE SYSTEM OF SOUTH 7249.71 FEET AND EAST 15269.54 FEET. THENCE BINDING NEAR OR ALONG A CONCRETE WALL WITH A METAL FENCE ON THE EASTERN RIGHT OF WAY LINE FOR SOUTH HAVEN STREET BEING REVERSELY FOR A PORTION OF THE FIRST OR SOUTH 02° 50' 56" EAST 1202.46 FOOT LINE AS DESCRIBED IN A DEED FROM EXXON CORPORATION TO THE MAYOR AND CITY COUNCIL OF BALTIMORE DATED FEBRUARY 13, 1978 AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY IN LIBER RHB 3583, FOLIO 435 WITH BEARINGS REFERENCED TO THE BALTIMORE CITY COORDINATE SYSTEM AS NOW SURVEYED.

1. NORTH 02° 53' 43" WEST 1095.03 FEET TO THE BEGINNING OF THE LAST MENTIONED COURSE SITUATED AT THE SOUTHEASTERLY CORNER OF O'DONNELL STREET (70 FEET WIDE) AND SOUTH HAVEN STREET (60 FEET WIDE). THENCE LEAVING THE EASTERLY RIGHT OF WAY FOR SOUTH HAVEN STREET AND BINDING ALONG THE SOUTHERLY RIGHT OF WAY FOR SAID O'DONNELL STREET AND RUNNING NEAR OR ALONG A CONCRETE WALL WITH A METAL FENCE AS NOW SURVEYED.

2. NORTH 87° 04' 03" EAST 180.58 FEET TO A POINT ALONG THE LANDS NOW OR FORMERLY OF PENNSYLVANIA LINES LLC. THENCE LEAVING THE SAID RIGHT OF WAY FOR O'DONNELL STREET AND BINDING ALONG THE SAID LANDS OF PENNSYLVANIA LINES LLC AND RUNNING NEAR OR ALONG A CONCRETE WALL WITH A METAL FENCE AS NOW SURVEYED.

3. SOUTH 02° 55' 53" EAST 1094.77 FEET TO A POINT BEING AND THE END OF THE SECOND OR NORTH 87° 01' 50" EAST 181.27 FOOT LINE AS DESCRIBED IN THE FIRST CONVEYANCE MENTIONED HEREIN. THENCE LEAVING THE LANDS OF PENNSYLVANIA LINES LLC AND BINDING REVERSELY ALONG THE LAST MENTIONED COURSE AND RUNNING NEAR OR ALONG A METAL FENCE.

4. SOUTH 86° 59' 03" WEST 181.27 FEET TO THE **POINT OF BEGINNING HEREOF. CONTAINING 198096.3 SQUARE FEET OR 4.548 ACRES OF LAND, MORE OR LESS.**

## EXHIBIT "B"

### ENGINEERING CONTROLS

(i) Controls. Grantee shall, at its sole cost and expense, adopt and use all engineering and related technical assistance available and standard to the industry to protect the health and safety of persons. Depending upon the nature of Grantee's development of the Property, Grantee will need to consider the use of engineering controls to prevent the migration of vapors and/or liquids containing Regulated Substances into any buildings, underground utilities or storm water retention/detention ponds, including without limitation, vapor installation systems, vapor barriers, sealed sumps and storm pond liners. At a minimum, Grantee agrees that, at its sole cost and expense, it will construct any buildings and develop the Property in accordance with the following requirements, which are collectively referred to as the "Engineering Controls."

(ii) Slab on Grade. Grantee agrees that all buildings constructed on the Property shall be constructed slab on grade, with excavation for pilings, foundations, utilities, elevator and other building systems extending no deeper than the Subsurface Redevelopment Restrictions (most conservatively, either of 14 feet below ground surface (BGS) or 26 feet above mean sea level (MSL), and shall have no living, working, storage or parking areas below grade. Grantee shall protect from vapor or liquid intrusion by installing, operating and maintaining an appropriate vapor ventilation system and vapor/liquid barrier.

(iii) Active or Passive Venting. Grantee acknowledges that various vapors could build up under any buildings and parking areas constructed on the Property. Grantee agrees to adopt and use all engineering and related technical assistance available and standard to the industry to design and install either an active or passive vapor ventilation system for any such buildings and parking areas and to prevent the build up of vapors and to protect the health and safety of persons and to address the issue of such vapors as required by industry best practices or as directed by Grantor. Grantee or the relevant Grantee Related Party shall hire a professional engineer who is familiar with venting systems and engineering controls to (1) determine the size and type of venting and other engineering controls; (2) to design the control system used for all buildings constructed on the Property, and (3) to monitor the effectiveness of such systems.

(iv) Impervious Liner - Storm Water Pond or Ditch. Grantee agrees to install an impervious liner, at its sole cost, under any storm water retention ponds located on the Property to act as an effective barrier to fluids and vapors entering into any storm water retention ponds on the Property. Such liner shall be of an appropriate strength and quality to be resistant to hydrocarbons. The installation of this liner shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety. Grantee shall design and install a vapor recovery system as necessary during the installation of

the liner to insure that gases do not build up under the liner and destroy its integrity. Grantee agrees to immediately remove any hydrocarbon sheen from any water that results from a failure of the liner or for any other reason. Grantee agrees that any Notices of Violations or fines resulting from a sheen or hydrocarbon discharge into any retention ponds or other storm water conveyances from the Property are the responsibility of Grantee unless such sheen results from operations conducted by Grantor after execution of this Deed.

(v) Common or Grassy Areas. Grantee agrees that if, at any time, the use or development of the Property involves any common unpaved portions, such as lawn areas or open space areas, Grantee, at its sole cost and expense, shall excavate and remove all soil or soils that contain Regulated Substances in excess of applicable regulatory residential standards then in effect for soil to a depth of one (1) meter to protect human health and safety. All excavated areas will be backfilled with clean fill. Grantee shall handle any excavated soils in accordance with all regulatory requirements.

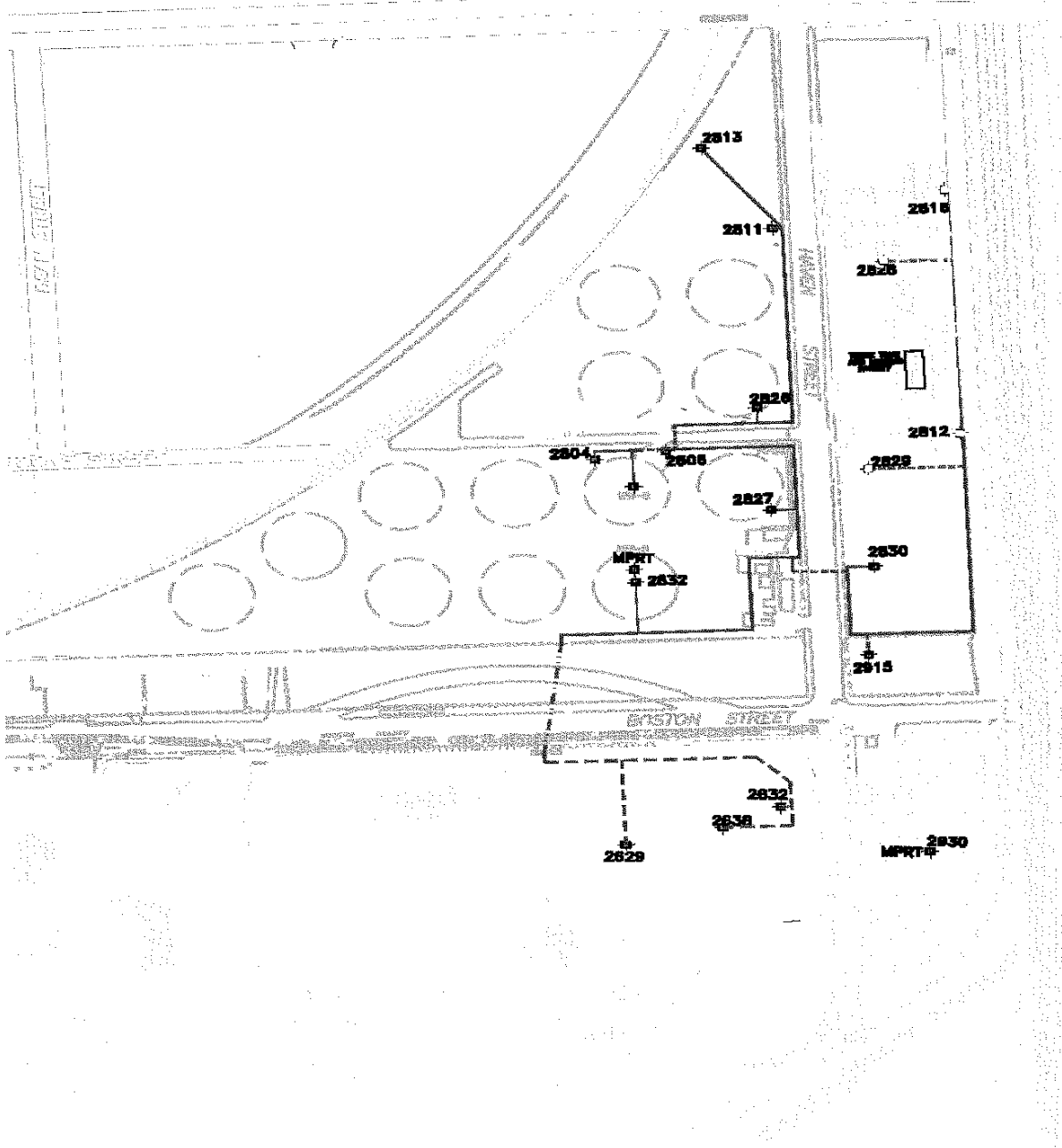
(vi) Storm Drain Piping. Grantee shall not use asphalt seals or other material that may leak into storm drains. Grantee's storm drain piping and structures must be constructed of fused high-density polyethylene (HDPE) or other impervious material in lieu of concrete.

(vii) Pilings, Elevator Shafts and other Excavations. Grantee shall not install pilings, elevator shafts or in any other way excavate no deeper than the Subsurface Redevelopment Restrictions (most conservatively, either of 14 feet BGS or 26 feet above MSL ). In the event that Grantee or a Grantee Related Party in any manner goes beyond the depth restrictions prior to receipt of a Lower Zone NFA, Grantee and the relevant Grantee Related Parties will be responsible for all subsequent remedial efforts in all areas of the Property.

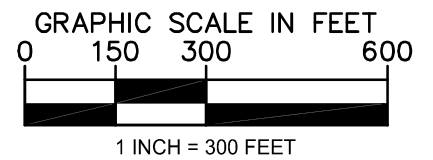
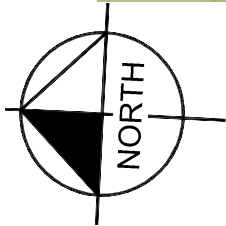
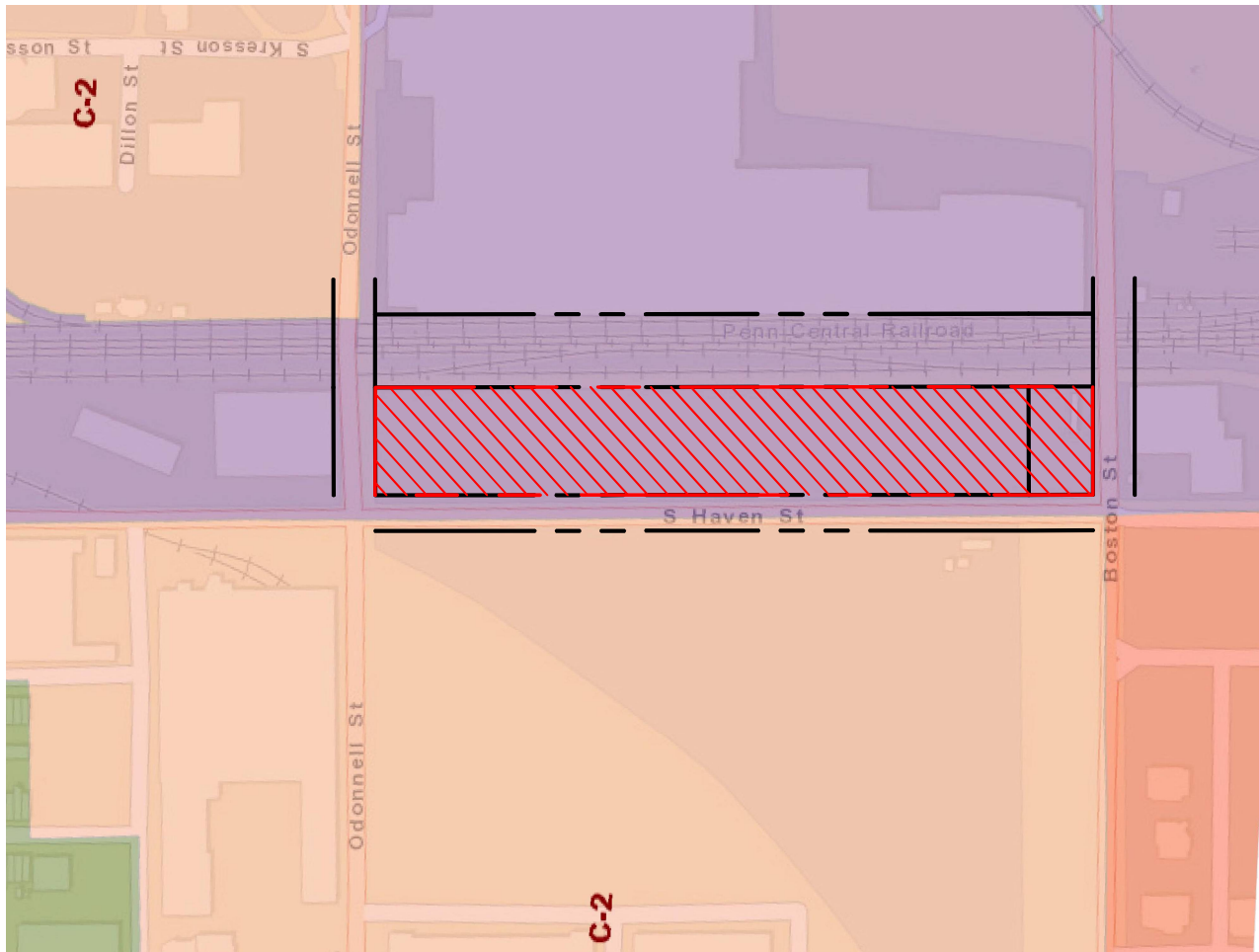
(viii) Covenants Running with the Land. The provision of this Exhibit "B" shall be included with the Use Restrictions set forth in any subsequent deeds conveying the Property or any part thereof, shall be covenants running with the land, shall bind Grantee and the Grantee Related Parties and shall survive this conveyance and the delivery of this Deed.

**EXHIBIT "C"**



**LOWER ZONE REMEDIATION RECOVERY SYSTEM**







**LEGEND**

-  AREA REZONED TO C-3
-  I-2

IN CONNECTION WITH PROPERTIES KNOWN AS Nos. 1201 S HAVEN STREET.  
 THE APPLICANT WISHES TO REQUEST THE ZONING CHANGE OF THE  
 AFOREMENTIONED PROPERTIES FROM I-2 ZONING DISTRICT TO C-3 ZONING,  
 AS OUTLINED IN RED ABOVE  
**WARD - 26 SECTION - 020 BLOCK - 6498A LOTS - 012**

\_\_\_\_\_

**MAYOR**

\_\_\_\_\_

**PRESIDENT CITY COUNCIL**

**CITY OF BALTIMORE** \_\_\_\_  
**Council Bill 21-** \_\_\_\_  
(First Reader)

---

Introduced by: Councilmember Zeke Cohen

At the request of: 1201 S. Haven, LLC

Address: c/o Caroline L. Hecker, Esq.

Rosenberg Martin Greenberg, LLP

25 S. Charles Street, Suite 21<sup>st</sup> Floor, Baltimore, Maryland 21201

Telephone: 410-727-6600

Introduced and read first time: \_\_\_\_\_

Assigned to: \_\_\_\_\_

Referred to the following agencies: \_\_\_\_\_

---

A BILL ENTITLED

AN ORDINANCE concerning

**Urban Renewal – Canton Industrial Area – Amendment** \_\_\_\_

For the purpose of amending the Urban Renewal Plan for Canton Industrial Area to revise the boundary of the Plan to remove a certain property; to replace certain exhibits to reflect the change; waiving certain content and procedural requirements; making the provisions of this Ordinance severable; providing for the application of this Ordinance in conjunction with certain other ordinances; and providing for a special effective date.

By authority of  
Article 13 – Housing and Urban Renewal  
Section 2-6  
Baltimore City Code  
(Edition 2013)

**Recitals**

The Urban Renewal Plan for Canton Industrial Area was originally approved by the Mayor and City Council of Baltimore by Ordinance No. 90-528 and last amended by Ordinance 19-282.

An amendment to the Urban Renewal Plan for Canton Industrial Area is necessary to revise the boundary of the existing Urban Renewal Plan and revise the exhibits to reflect the changes in the Plan.

Under Article 13, § 2-6 of the Baltimore City Code, no substantial change may be made in any approved renewal plan unless the change is approved in the same manner as that required for the approval of the renewal plan.

**SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That the following changes to the Urban Renewal Plan for Canton Industrial Area are approved:

(1) In the Plan, strike all the paragraphs of the boundary description and substitute the following:

A. Project Description

1. Boundary Description.

THE BOUNDARY DESCRIPTION OF THE PLAN IS SHOWN ON THE LAND USE PLAN, EXHIBIT 1, DATED AUGUST 5, 2021.

(2) Replace Exhibit 1, “Land Use Plan”, Exhibit 4, “Zoning Districts,” and Exhibit 4a, “Zoning Districts,” all dated April 22, 2019, with new Exhibit 1, “Land Use Plan,” Exhibit 4, “Zoning Districts,” and Exhibit 4a, “Zoning Districts,” all dated August 5, 2021, to reflect the removal of the property known as 1201 South Haven Street and a portion of Boston Street from the Project area.

**SECTION 2. AND BE IT FURTHER ORDAINED,** That the Urban Renewal Plan for Canton Industrial Area, as amended by this Ordinance and identified as “Urban Renewal Plan, Canton Industrial Area, revised to include Amendment \_\_\_\_, dated \_\_\_\_\_,” is approved. The Department of Planning shall file a copy of the amended Urban Renewal Plan with the Department of Legislative Reference as a permanent public record, available for public inspection and information.

**SECTION 3. AND BE IT FURTHER ORDAINED,** That if the amended Urban Renewal Plan approved by this Ordinance in any way fails to meet the statutory requirements for the content of a renewal plan or for the procedures for the preparation, adoption, and approval of a renewal plan, those requirements are waived and the amended Urban Renewal Plan approved by this Ordinance is exempted from them.

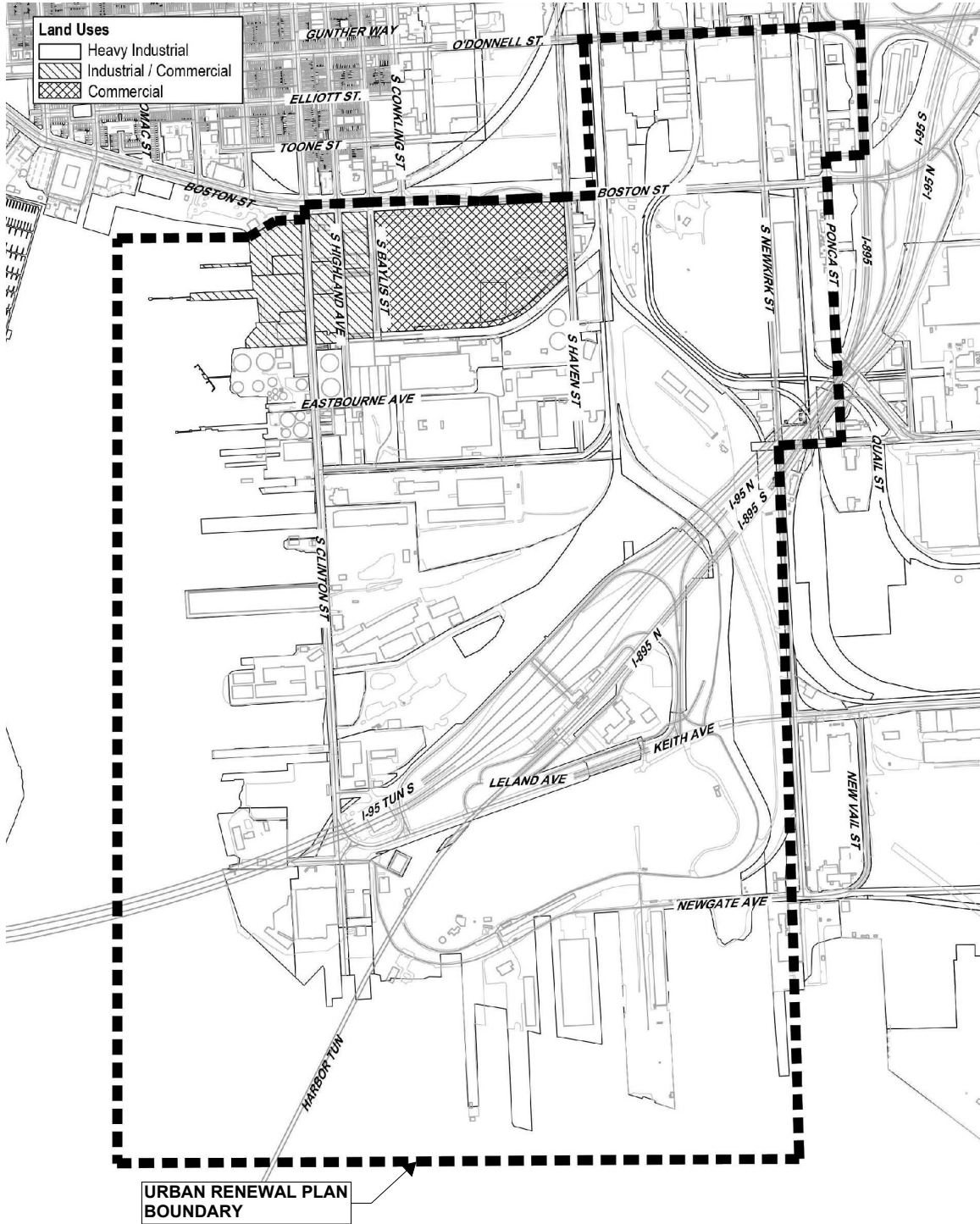
**SECTION 4. AND BE IT FURTHER ORDAINED,** That if any provision of this Ordinance or the application of this Ordinance to any person or circumstance is held invalid for any reason, the invalidity does not affect any other provision or any other application of this Ordinance, and for this purpose the provisions of this Ordinance are declared severable.

**SECTION 5. AND BE IT FURTHER ORDAINED,** That if a provision of this Ordinance concerns the same subject as a provision of any zoning, building, electrical, plumbing, health, fire, or safety law or regulation, the applicable provisions shall be construed to give effect to each. However, if the provisions are found to be in irreconcilable conflict, the one that establishes the higher standard for the protection of the public health and safety prevails. If a provision of this Ordinance is found to be in conflict with an existing provision of any other law or regulation that establishes a lower standard for the protection of the public health and safety,

the provision of this Ordinance prevails and the other conflicting provision is repealed to the extent of the conflict.

**SECTION 6. AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect on the date it is enacted.

# CANTON INDUSTRIAL AREA LAND USE PLAN



This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. None of our improper reliance on this document without further consultation and adoption by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

**URBAN RENEWAL PLAN  
BOUNDARY**

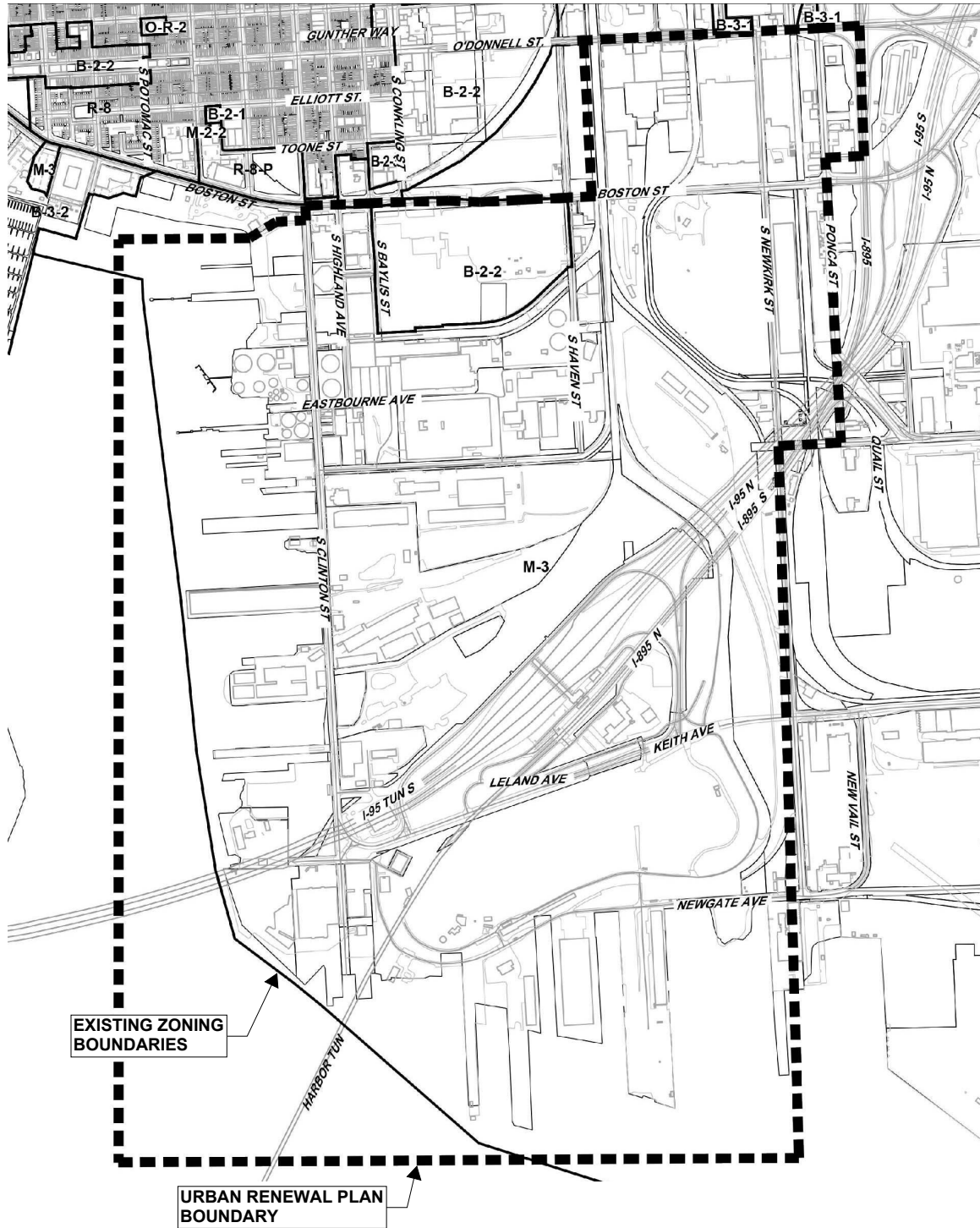
**Kimley»Horn**  
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 1801 PORTER ST, SUITE 401, BALTIMORE, MD 21230  
 PHONE: (443) 743-3470  
 WWW.KIMLEY-HORN.COM

1201 S HAVEN  
 STREET  
 PREPARED FOR  
 1201 S HAVEN, LLC

EXHIBIT  
 1

KHA PROJECT 110441016
DATE 08/05/2021
SCALE AS SHOWN
DESIGNED BY MLM
DRAWN BY CHM
CHECKED BY JHK

# CANTON INDUSTRIAL AREA ZONING DISTRICTS



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**Kimley»Horn**

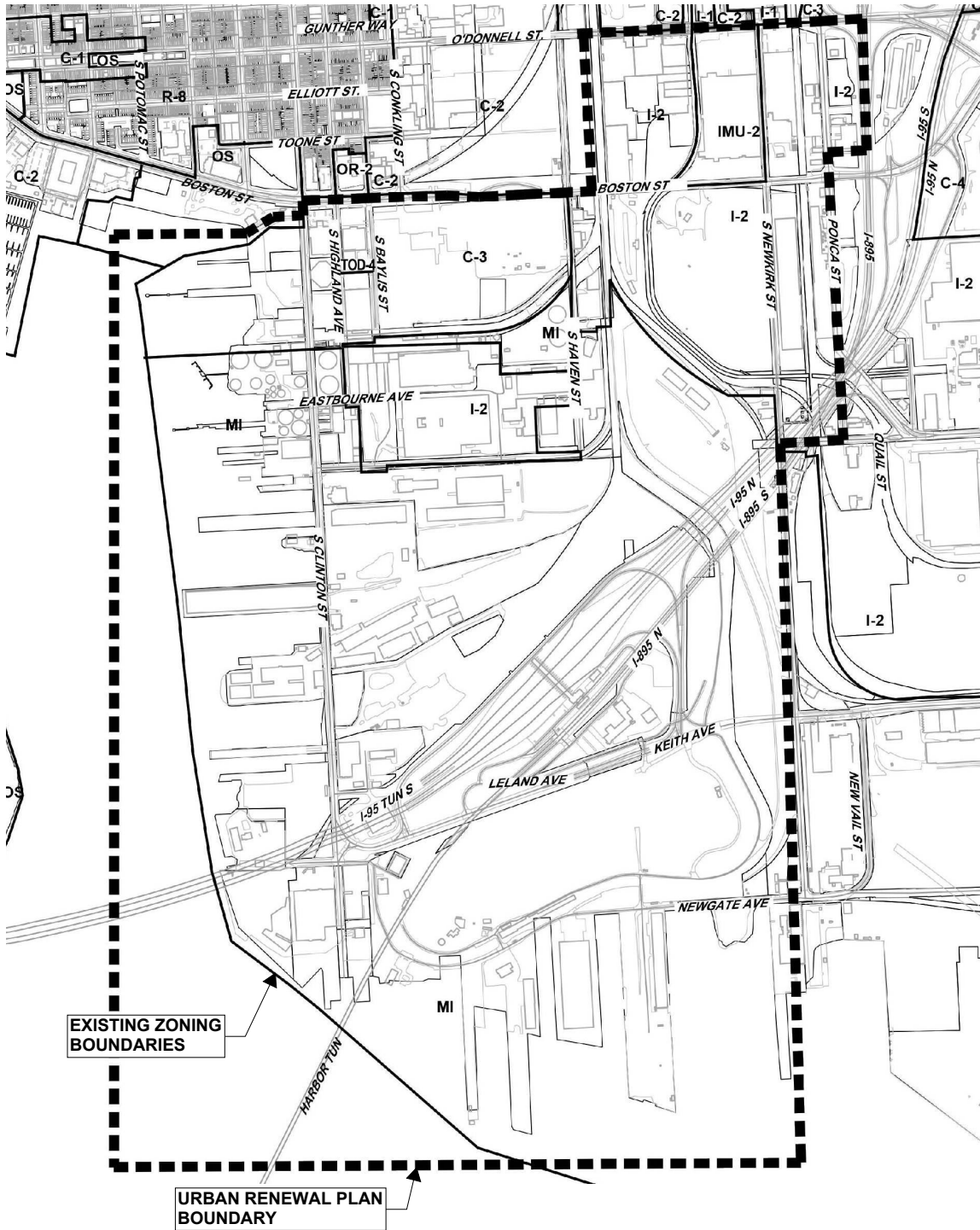
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WWW.KIMLEY-HORN.COM

1201 S HAVEN STREET  
PREPARED FOR  
1201 S HAVEN, LLC

EXHIBIT  
4

KHA PROJECT 110441016
DATE 08/05/2021
SCALE AS SHOWN
DESIGNED BY MLM
DRAWN BY CHM
CHECKED BY JHK

# CANTON INDUSTRIAL AREA ZONING DISTRICTS



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**Kimley»Horn**

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PHONE: (443) 743-3470  
WWW.KIMLEY-HORN.COM

1201 S HAVEN  
STREET  
PREPARED FOR  
1201 S HAVEN, LLC

EXHIBIT  
4a

KHA PROJECT 110441016
DATE 08/05/2021
SCALE AS SHOWN
DESIGNED BY MLM
DRAWN BY CHM
CHECKED BY JHK