

# ENVIRONMENTAL COVENANT

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**HOLDER: Delmarva Power and Light Company**

**PROPERTY ADDRESS: 402-404 Cherry Street, Cambridge, Dorchester County, Maryland**

This Environmental Covenant is executed pursuant to the provisions of Subtitle 8, Title 1 of the Environmental Article, Ann. Code of Md. (2007 Repl. Vol.). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the Maryland Department of the Environment (Department).

1. **Property Affected.** The property affected (Property) by this Environmental Covenant is located in the City of Cambridge, Dorchester County, Maryland.

The postal street address of the Property is: 402-404 Cherry Street, Cambridge, Maryland 21613.

The County Land Records Deed Reference: Liber PLC 246, Folio 671.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 38° 34' 07" N Latitude, 76° 04' 27" W Longitude.

The Property has been known by the following names:

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/Holder.** Delmarva Power & Light Company is the owner of the Property. The mailing addresses of the Owner is: 401 Eagle Run Road, Newark, Delaware 19702.

3. **Holder/Grantee.** Same as Owner/Grantor. Delmarva Power & Light Company.

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

- Voluntary Cleanup Program
- Controlled Hazardous Substance Enforcement Division
- Oil Control Program
- Solid Waste Program
- Hazardous Waste Program
- Other Program within the Department: \_\_\_\_\_

5. **Activity & Use Limitations.** The Property is subject to the following activity and use limitations, which the Owner and each subsequent owner of the Property shall abide by:

- a. Groundwater beneath the property shall not be used for any purpose.
- b. Prior to any excavation work on the property, three (3) days advance notice must be provided to the Maryland Department of the Environment, Chief of the CHS Enforcement Division.
- c. Prior to any building construction on the property, a minimum of 30 days prior notice must be provided by the property owner to the Maryland Department of the Environment, Chief of the CHS Enforcement Division.
- d. Any excavation work on the property must be conducted in accordance with a health and safety plan that complies with Occupational Safety and Health Act Requirements.
- e. Any soil or groundwater excavated, pumped or otherwise removed from the property must be tested, properly characterized and disposed of in an appropriate manner.
- f. The Bulkhead on Cambridge Creek shall be maintained in good order.

6. **Notice of Limitations in Future Conveyances.** Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant 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.

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

8. **Recordation & Filing with Registry.** The Owners shall file a Notice of Environmental Covenant in the Land Records of Dorchester County following the execution of the covenant and send proof of the recording to the Department within 30 days of recordation. This Environmental Covenant shall be filed as soon as possible after execution in the Registry of environmental covenants maintained by the Department.

9. **Termination or Modification.** This environmental covenant may only be terminated or modified in accordance with Section 1-809 of the Environmental Article, Ann. Code of Md. (2007 Repl. Vol.).

10. **Department's Address.** Communications with the Department regarding this Environmental Covenant shall be sent to: Registry of Environmental Covenants, Maryland Department of the Environment, Waste Management Administration, Land Restoration Program, 1800 Washington Blvd., Baltimore, MD 21230.

ACKNOWLEDGMENTS by Owner(s) and any Holder(s), in the following form:

Delmarva Power & Light Company

Date:

By: Wesley L. McNeel  
Name: Wesley L. McNeel  
Title: Mgr. Corporate Environmental Services

*[Insert Name of Holder, if different from Holder Identified above]*

Date:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED, by Maryland Department of the Environment

Date:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Washington  
~~STATE OF MARYLAND~~

COUNTY OF District of Columbia ) SS:

On this 9<sup>th</sup> day of January, 2009, before me, the undersigned authorized representative of the Holder, *[Insert Name of Holder]*, personally appeared who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same on behalf of the Holder for the purposes therein contained.

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

Linda J. Epperly  
Notary Public, District of Columbia  
My Commission Expires Jan. 1, 2010

Linda J. Epperly  
Notary Public  
My Commission Expires January 1, 2010

STATE OF MARYLAND  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned authorized representative of the Holder, *[Insert Name of Holder]*, Maryland, personally appeared who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same on behalf of the Holder for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

# Exhibit A

LICRO 246 FOLIO 671

RECFEE 12.00  
RECTAX 82.50  
TERTAX 128.00  
TOTAL 222.50  
5647 CASH 210.50  
02 01007 9-30, 1971

THIS DEED, Made this 24th day of September, 1987, by CAMBRIDGE GAS WORKS CORP., a Maryland corporation, hereinafter referred to as "Grantor", witnesseth:

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good, valuable and sufficient consideration in hand paid, receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto DELMARVA POWER & LIGHT COMPANY, hereinafter referred to as "Grantee", its successors and assigns, all the following described property:

ALL THAT LOT or parcel of land situate, lying and being in the City of Cambridge and in the Seventh Election District of Dorchester County, Maryland, and more particularly described as follows: Beginning for the same at a point on the easterly side of Cherry Street, said point being at the southwesterly corner of the herein described land and the northwesterly corner of the land of H. Sidney Johnson, Jr. (Liber 153, Folio 140) and being 152.3 feet from the face of curb, edge of paving on the northerly side of Muir Street, and from said place of beginning running (1) by and with the easterly side of said Cherry Street, North 11°00'00" East 159.36 feet to the land of Todd Seafood, Inc. (Liber 128, Folio 239); thence by and with the said Todd Seafood, Inc. land the following two courses and distances: (2) South 86°41'38" East 103.82 feet to a point; thence (3) continuing South 86°41'38" East 10 feet, more or less, to the waters of Cambridge Creek; thence by and with the mean high-water line of said Cambridge Creek and the face of a bulkhead, generally, the following two courses and distances: (4) South 45°31'30" East 65.64 feet to a break in said bulkhead; thence (5) South 22°43'00" East 172.83 feet to the land of the aforementioned H. Sidney Johnson, Jr; thence by and with the said Johnson land the following two courses and distances: (6) North 77°50'00" West 10 feet, more or less, to a point; thence (7) continuing North 77°50'00" West 253.54 feet to the place of beginning, containing 34,490 square feet of land, more or less.

AND BEING all and the same property conveyed unto Cambridge Gas Works Corp. by deed from The Cambridge Gas Co. and Michael K. Bloxham and Jerome M. McConnell, Trustees, dated March 27, 1986, and recorded among the Land Records of Dorchester County, Maryland, in Liber P.L.C. No. 239, Folio 199, et seq.

REFERENCE to said deeds, plats and instruments, and to preceding deeds to the property and the references contained therein, is hereby made for a better description of the property hereby conveyed.

TOGETHER with the improvements thereon and all the rights, ways, roads, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said Grantee, its successors and assigns, forever in fee simple.

AND the said Grantor does hereby covenant that it will warrant specially the property hereby conveyed and that it will execute such other and further assurances of the land as may be requisite and necessary.

Return to:

LAWSON & LAWSON, P.A.  
107 N. BAPTIST STREET P.O. BOX 75  
SALISBURY, MARYLAND 21801

AS WITNESS my hand and seal the day and year first above written.

ATTEST: CAMBRIDGE GAS WORKS CORP.

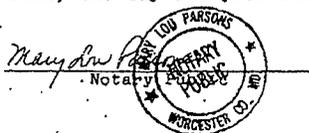
Torona Lee Dunton *per.* By: Edward C. Burton, Jr. (SEAL)  
Edward C. Burton, Jr., President

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY, That on this 24th day of September, 1987, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Edward C. Burton, Jr., who acknowledged himself to be the President of Cambridge Gas Works Corp. ("Corporation") and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer 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 Corporation. At the same time Edward C. Burton, Jr., certified under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance, including the amount of any mortgage or deed of trust assumed by the Grantee, is in the sum total of \$25,000.00.

AS WITNESS my hand and seal, the day and year first above written.

My Commission Expires: July 1, 1990



LAWS & LAWS, P.A.  
107 N. BAPTIST STREET P.O. BOX 75  
SALISBURY, MARYLAND 21801

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Dorchester County

CERTIFICATION OF THE STATE DEPARTMENT OF ASSESSMENTS & TAXATION THAT THIS INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS & TAXATION FOR DORCHESTER COUNTY.

Diana J. Crighton  
MCS 09-30-87

Agricultural Transfer Tax in the  
Amount of \$             
Signature Diana J. Crighton  
MCS 4-30-87

38° 34' 07" N LATITUDE  
76° 04' 27" W LONGITUDE

# Exhibit B

