



PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT

NURSERY ROAD PROPERTIES
1105 WEST NURSERY ROAD & 731 HELEN AVE
LINTHICUM, ANNE ARUNDEL COUNTY, MARYLAND 21090

ECS PROJECT NO. 02-7303

FOR

WEST NURSERY ROAD 1105 LLC

JULY 02, 2014



July 02, 2014

Mr. Sekou Mapp
West Nursery Road 1105 LLC
27 County Court
North Potomac, Maryland 20878

ECS Project No. 02-7303

Reference: Phase I Environmental Site Assessment Report, Nursery Road Properties,
1105 West Nursery Road & 731 Helen Ave, Linthicum, Anne Arundel
County, Maryland 21090

Dear Mr. Mapp:

ECS Mid-Atlantic, LLC, (ECS) is pleased to provide West Nursery Road 1105 LLC with the results of our Phase I Environmental Site Assessment (ESA) for the referenced site. ECS services were provided in general accordance with ECS Proposal No. 02-15009-EP authorized on June 19, 2014 and generally meet the requirements of ASTM E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and EPA Standards and Practices for All Appropriate Inquiry contained in 40 CFR Part 312.

If there are questions regarding this report, or a need for further information, please contact the undersigned at 410-859-4300.

ECS MID-ATLANTIC, LLC

Christina A. Simini
Environmental Scientist

Gregory L. McIsaac, P.G.
Environmental Manager

ENVIRONMENTAL PROFESSIONAL STATEMENT

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312. We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Gregory L. McIsaac, P.G. July 02, 2014
Environmental Manager

Phase I Environmental Site Assessment Report
Nursery Road Properties
1105 West Nursery Road & 731 Helen Ave
Linthicum, Anne Arundel County, Maryland 21090

CLIENT

West Nursery Road 1105 LLC
27 County Court
North Potomac, Maryland 20878

SUBMITTED BY

ECS Mid-Atlantic, LLC
1340 Charwood Road
Suite A
Hanover, Maryland 21076

PROJECT

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DATE

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1.0 EXECUTIVE SUMMARY

ECS Mid-Atlantic, LLC (ECS) was contracted by West Nursery Road 1105 LLC to perform an ASTM Standard E 1527-13, Phase I Environmental Site Assessment (ESA) of the Nursery Road Properties (i.e. site or subject site). This Executive Summary is an integral part of the Phase I Environmental Site Assessment report. ECS recommends that the report be read in its entirety.

The assessed area is located at 1105 West Nursery Road and 731 Helen Avenue in the Linthicum area of Anne Arundel County, Maryland. The site is identified by the Maryland Department of Assessments and Taxation (MDAT) on Map 1, Grid 19, Subdivision 127, as Parcels 66 (1105 West Nursery Road) and 68 (731 Helen Avenue). According to the MDAT, the site is currently owned by West Nursery Road 1105 LLC (1105 West Nursery Road) and Suzana M. Kuriadom and Sherine Joseph (731 Helen Avenue).

The subject site was developed with two residential homes located at 1105 West Nursery Road and one residential home located at 731 Helen Avenue. 1105 West Nursery Road occupies an area of approximately 3.95 acres and 731 Helen Avenue occupies an area of approximately 0.47 acres. The homes use heating oil for heat, except for 731 Helen Ave which was heated by natural gas, electricity for air-conditioning, private drinking water wells for potable water, and septic tanks for sanitary waste.

The residential home in the northern portion of 1105 West Nursery Road was 1.5 stories and approximately 3,668 square feet in size with a basement and deck. A shed and gazebo were located in the vicinity of the home. The residential home in the southern portion of 1105 West Nursery Road was 2 stories with a garage and a deck and was reportedly renovated from a former barn. A shed and dilapidated wooden deck were located in the vicinity of the home. The residential home at 731 Helen Avenue was 2 stories and approximately 1,820 square feet in size with a sub-basement. An approximate 15 foot by 15 foot concrete pad was located north of the house.

The site is located in a mixed use commercial, light industrial, and residential area. The site is bounded on the north by West Nursery Road and Patapsco Valley State Park areas. Areas farther north contain the Patapsco River, Patapsco Valley State Park areas, and Interstate 895. The site is bounded on the east by a water supply company, Metro Sealants and Waterproofing, and another commercial/light industrial business that appeared to be lumber mill. Areas farther east are undeveloped, commercial, or industrial. The site is bounded on the south by wooded areas. Areas farther south are undeveloped, industrial, or commercial. The site is bounded on the west by a residential property. Areas farther west are undeveloped, industrial, or commercial.

Based on the records search, site reconnaissance and interviews, it appears that the site was undeveloped from at least 1905 to 1935. The residential home located at 731 Helen Avenue was reportedly constructed in 1935. One of the residential structures located at 1105 West Nursery Road was reportedly constructed in 1950. A second barn and/or residential home structure appeared to have been constructed at 1105 West Nursery Road sometime in the 1970s. Historical information prior to 1905 was not available for review.

A regulatory database search report was provided by Environmental Data Resources, Inc. (EDR). The EDR report does not identify the subject site on the databases researched. The EDR report identified several off-site properties within the minimum ASTM search distances. Based on our review of available public records and/or interviews with regulatory agents, no recognized environmental conditions (RECs) for the subject site were identified.

Data failures (historical data gaps) were identified during the historical research of this site. Use of the site was generally documented back to 1905. Historical information was missing for various periods. However, due to the apparent historical residential use of the site, the historical data gaps are not expected to impact our ability to render a professional opinion regarding the subject site. Site visibility was limited by dense vegetation, trash debris within the homes located at 1105 West Nursery Road, and some locked doors.

ECS has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM E 1527-13 of the Nursery Road Properties located at 1105 West Nursery Road and 731 Helen Avenue in Linthicum, Anne Arundel County, Maryland. Any exceptions to, or deletions from, this practice are described in Section 2.3 of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property.

The following business environmental risks (BERs) were identified during the site reconnaissance:

- Two 275-gallon steel aboveground storage tanks (ASTs) reportedly used for storing heating oil were located adjacent to the shed on the eastern side of the northern residential home located at 1105 West Nursery Road. The presence or absence of secondary containment and presence or absence of staining could not be observed due to dense vegetation covering the ASTs, shed, and surroundings. The ASTs reportedly have below ground piping to provide fuel to the residential home. The previous owner reported that he did not know the operational status of the heating system. The ASTs appeared weathered and the area around the ASTs appeared neglected. One additional 275-gallon steel AST reportedly used for storing heating oil was located adjacent to the northern side of the southern residential home located at 1105 West Nursery Road. Secondary containment was not observed in the vicinity of the AST. Staining was not visible on the soil surface near the AST at the time of our assessment. The AST reportedly has below ground piping and is reportedly not operational in its current state due to a missing fuel pump. ECS considers the lack of secondary containment, unobservable surroundings of the ASTs, and state of disrepair of the AST systems to represent a BER for the site.

- The septic systems at 1105 West Nursery Road are reportedly out of operation. ECS considers the state of disrepair to the septic systems at 1105 West Nursery Road to represent a BER for the property.

2.0 INTRODUCTION

2.1 Purpose and Reason for Performing Phase I ESA

The purpose of the ESA was to:

- evaluate the probability of impact to the surface water, groundwater and/or soils within the property boundaries through a review of regulatory information and a reconnaissance of the subject site and vicinity;
- evaluate historical land usage to identify previous conditions that could potentially impact the environmental condition of the site;
- conduct all appropriate inquiry as defined by ASTM Standard E 1527-13 and 40 CFR Part 312;
- evaluate the potential for on-site and off-site contamination; and,
- provide a professional opinion regarding the potential for environmental impact at the site and a list of Recognized Environmental Conditions (RECs).

The ESA should allow the Users the opportunity to qualify for landowner liability protection under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) provided certain stipulations are met. The landowner liability protections are: an innocent landowner, a contiguous property owner, or a bona fide prospective purchaser. The User must meet the protection stipulations detailed in CERCLA to qualify as well as meet the User Obligations contained within ASTM E 1527-13 standard.

The reason for conducting this ESA is to conduct all appropriate inquiries into the uses and prior ownership of the subject site.

2.2 Scope of Services

The environmental assessment was conducted in accordance with ASTM E 1527-13 and EPA Standards and Practices for All Appropriate Inquiry (40 CFR §312.10). The environmental assessment was conducted under the supervision or responsible charge of an individual that qualifies as an environmental professional, as defined in 40 CFR §312.10.

ECS was contracted by West Nursery Road 1105 LLC to perform an ASTM Standard E 1527-13, Phase I Environmental Site Assessment (ESA) of the Nursery Road Properties located at 1105 West Nursery Road and 731 Helen Avenue in Linthicum, Anne Arundel County, Maryland. ECS was not contracted to address non-scope considerations.

2.3 Limitations

The ESA involved a reconnaissance of the site and contiguous properties and a review of regulatory and historical information in accordance with the ASTM standard and EPA regulation referenced herein. No non-scope considerations or additional issues such as asbestos, radon, wetlands or mold were investigated, unless otherwise described in Section 7.0 of this report.

The conclusions and/or recommendations presented within this report are based upon a level of investigation consistent with the standard of care and skill exercised by members of the same profession currently practicing in the same locality under similar conditions. The intent of this assessment is to identify the potential for recognized environmental conditions in connection with the site; however, no environmental site assessment can completely eliminate uncertainty regarding the potential for recognized environmental conditions in connection with the site. The findings of this ESA are not intended to serve as an audit for health and safety compliance issues pertaining to improvements or activities at the site. ECS is not liable for the discovery or elimination of hazards that may potentially cause damage, accidents or injury.

Observations, conclusions and/or recommendations pertaining to environmental conditions at the subject site are necessarily limited to conditions observed, and or materials reviewed at the time this study was undertaken. It was not the purpose of this study to determine the actual presence, degree or extent of contamination, if any, at this site. This could require additional exploratory work, including sampling and laboratory analysis. No warranty, expressed or implied, is made with regard to the conclusions and/or recommendations presented within this report.

ASTM E1527-13 defines a "recognized environmental condition (REC)" as "the presence or likely presence of any hazardous substances or petroleum products in, on or at a property: 1) due to release to the environment, 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material threat of a future release to the environment." For the purposes of this practice, "migrate" and "migration" refer to the movement of hazardous substances or petroleum products in any form including solid and liquid at the surface or subsurface and vapor in the subsurface. Note: vapor migration in the subsurface is described in Guide E2600 published by ASTM. ECS has not conducted a Vapor Encroachment Screen in accordance with the E2600 guide.

A "*de minimis* condition" is a condition that generally does not represent a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. *De minimis* conditions are not recognized environmental conditions nor controlled recognized environmental conditions.

ASTM E1527-13 defines a "controlled recognized environmental condition (CREC)" as a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example property use restrictions, activity and use limitations, institutional controls, or engineering controls). A condition identified as a controlled recognized environmental condition does not imply that the Environmental Professional has evaluated or confirmed the adequacy, implementation or continued effectiveness of the required control that has been, or is intended to be, implemented.

ASTM E1527-13 defines a "historic recognized environmental condition (HREC)" as a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the property to any required controls (for example property use restrictions, activity and use limitations, institutional controls, or engineering controls). Before calling the past release a historical recognized environmental condition, the Environmental Professional must determine whether the past release is a recognized environmental condition at the time of the Phase I Environmental Site Assessment is conducted (for example, if there has been a change in the regulatory criteria).

ASTM E1527-13 defines a "business environmental risk" as "a risk which can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of a parcel of commercial real estate, not necessarily limited to those environmental issues required to be investigated in this practice". Client-imposed limitations and site condition limitations, if encountered, are detailed in Section 6.1 Methodology and Limiting Conditions.

This report is provided for the exclusive use of West Nursery Road 1105 LLC. This report is not intended to be used or relied upon in connection with other projects or by other unidentified third parties. The use of this report by any undesignated third party or parties will be at such party's sole risk and ECS disclaims liability for any such third party use or reliance.

2.4 Data Gaps

Data failures (historical data gaps) were identified during the historical research of this site. Use of the site was generally documented back to 1905. Historical information was missing for various periods. However, due to the apparent historical residential use of the site, the historical data gaps are not expected to impact our ability to render a professional opinion regarding the subject site. Site visibility was limited by dense vegetation, trash debris within the homes located at 1105 West Nursery Road, and locked doors.

3.0 SITE DESCRIPTION

3.1 Site Location and Legal Description

The assessed area referred to as "site" or "subject site" is located at 1105 West Nursery Road & 731 Helen Ave, Linthicum, Anne Arundel County, MD. ECS was provided with a legal description of the site and a copy of the description is included in Appendix II.

3.2 Physical Setting and Hydrogeology

As determined from the USGS topographical map Relay, Maryland quadrangle dated 1957 and photorevised in 1966 and 1974, the subject site is situated approximately 85 feet above mean sea level with topography sloping to the northwest. No water bodies are depicted on the site. Based on a review of the topographic map and observations of general area and site topography, surface run-off would be expected to flow to the northwest with areas to the southeast considered topographically upgradient.

The subject site is located within the Coastal Plain Physiographic Province. The soils encountered in this area are the residual product of in-place chemical weathering of rock presently underlying the site and/or historic depositional events. In general, shallow unconfined groundwater movement within the overlying soils is controlled largely by topographic gradients. However, as the ground water percolates downward, it becomes controlled by the subsurface geologic conditions. Thus, the direction of groundwater movement in the deeper aquifers may not be consistent with the reflecting topography.

Surface waters primarily recharge shallow aquifers by infiltration along higher elevations. Once in the shallow aquifer, the groundwater typically discharges into streams or other surface water bodies at lower elevations. The depth of the shallow water table is transient and can vary with seasonal fluctuations in precipitation. Groundwater movement in the shallow aquifer is generally from higher to lower elevations. As such, shallow groundwater is expected to flow generally to the northwest. Based on the presumed groundwater flow direction, properties located to the southeast appear to be upgradient relative to the site.

However, regional influences such as tidal changes and impermeable soils may have an impact on groundwater flow. The actual groundwater flow direction cannot be determined without site-specific information obtained through the installation of groundwater monitoring wells.

3.3 Current Use and Description of the Site

The subject site consists of two parcels of land approximately 3.95 and 0.47 acres in size that are residential. The subject site is improved with one 1.5-story residential farm dwelling with a basement and garage, another residential farm dwelling, and two sheds at 1105 West Nursery Road and a 2-story residential home at 731 Helen Avenue. The site is located in an area that can generally be described as mixed use residential, commercial, and industrial.

4.0 USER PROVIDED INFORMATION

The ASTM standard includes disclosure and obligations of the User to help the Environmental Professional identify the potential for Recognized Environmental Conditions associated with the site. A User Questionnaire was submitted to Sekou Mapp, West Nursery Road 1105 LLC. ECS did not receive a User Questionnaire prior to issuing this report. If the User Questionnaire is provided at a later date, ECS will review the information and issue an addendum to this report. It should be noted by the User of this report that if the User Questionnaire is not completed and returned by the User for evaluation by ECS, the User that is seeking to qualify for an innocent landowner, a contiguous property owner, or a bona fide prospective purchaser liability defense may waive these rights to qualify under CERCLA. If the Questionnaire is provided following issuance of this report and information contained therein materially changes the outcome of this report, ECS will issue an addendum to this report.

4.1 Title Information

Title information was provided by Fidelity National Title Insurance Company. According to the title information provided, the property at 731 Helen Avenue is to be transferred from the ownership of Suzana M. Kuriadom and Sherine R. Joseph to West Nursery Road 1105 LLC and the property at 1105 West Nursery Road will be transferred from West Nursery Road 1105 LLC to a TBD party. A copy of the provided information is included in Appendix II.

4.2 Environmental Liens or Activity and Use Limitations

ECS was neither contracted to obtain information on environmental liens or activity and use limitations; nor have we been provided with information on environmental liens or activity and use limitations for our review. If this information is provided at a later date, it will be reviewed for evidence of environmental issues and an addendum to this report will be forwarded if the review indicates a material difference in our findings. It should be noted by the User of this report that if the User does not provide activity and use limitation information for evaluation by ECS, the User that is seeking to qualify for an innocent landowner, a contiguous property owner, or a bona fide prospective purchaser liability defense may waive these rights to qualify under CERCLA. If the activity use information is provided following issuance of this report and information contained therein materially changes the outcome of this report, ECS will issue an addendum to this report.

4.3 Specialized Knowledge

The User did not provide specialized knowledge of the subject site.

4.4 Commonly Known or Reasonably Ascertainable Information

Commonly known information related to the subject site was not provided to ECS.

4.5 Valuation Reduction for Environmental Issues

No information pertaining to valuation reduction for environmental issues was provided to ECS.

4.6 Owner, Property Manager, and Occupant Information

Owner, manager, and occupant information was not provided by the User.

4.7 Degree of Obviousness

The User did not provide information related to obvious indicators that point to the presence or likely presence of contamination at the subject site.

5.0 RECORDS REVIEW

A regulatory records search of ASTM standard and supplemental databases was conducted for the site and is included in Appendix III. The regulatory search report in the appendix includes additional details about the regulatory databases that were reviewed. The regulatory records search involves searching a series of databases for facilities that are located within a specified distance from the subject site. The ASTM standard specifies an approximate minimum search distance from the subject site for each database. Pursuant to ASTM, the approximate minimum search distance may be reduced for each standard environmental record except for Federal NPL site list, and Federal RCRA TSD list. According to ASTM, government information obtained from nongovernmental sources may be considered current if the source updates the information at least every 90 days or, for information that is updated less frequently than quarterly by the government agency, within 90 days of the date the government agency makes the information available to the public. The following table indicates the standard environmental record sources and the approximate minimum search distances for each.

Standard Environmental Record Sources	Approximate Minimum Search Distance Per ASTM (miles)
Federal NPL	1.0
Federal Delisted NPL	0.5
Federal CERCLIS	0.5
Federal CERCLIS NFRAP	0.5
Federal RCRA CORRACTS	1.0
Federal RCRA non-CORRACTS TSD	0.5
Federal RCRA Generators	Subject Site and Adjoining Properties
Federal IC/EC	Subject Site Only
Federal ERNS	Subject Site Only
State and Tribal Hazardous Waste Sites (NPL Equivalent)	1.0
State and Tribal Hazardous Waste Sites (CERCLIS Equivalent)	0.5
State and Tribal Landfill and/or solid waste disposal sites	0.5
State and Tribal LUST	0.5
State and Tribal Registered UST	Subject Site and Adjoining Properties
State and Tribal IC/EC	Subject Site Only
State and Tribal Voluntary Cleanup (VCP) Sites	0.5
State and Tribal Brownfield Sites	0.5

Based on our knowledge of the subject site and the surrounding area, ECS attempts to verify and interpret this data. While this attempt at verification is made with due diligence, ECS cannot guarantee the accuracy of the record(s) search beyond that of information provided by the regulatory report(s). Mapped and unmapped sites identified in the regulatory report(s) that are not subsequently addressed below were field verified and are not believed to be within the approximate minimum search distance and are excluded from this ESA report. ECS makes no warranty regarding the accuracy of the database report information included within the regulatory report(s).

The regulatory record search was performed by EDR. The search distances were not altered from the ASTM standard search distances. The regulatory databases reviewed by ECS included supplemental databases researched by EDR.

5.1 Federal Databases

Federal National Priorities List (NPL)

The NPL is a subset of Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) and identifies "superfund" sites that have had documented contamination incidents.

The site was not identified on the NPL.

No off-site properties within the minimum search distance of inquiry were reported as being on the NPL.

Federal Delisted NPL

The Delisted NPL identifies sites previously listed on the NPL where no further response is appropriate.

The site was not identified on the Delisted NPL.

No off-site properties within the minimum search distance of inquiry were reported as being on the Delisted NPL.

Federal CERCLIS

CERCLIS contains data on potential hazardous waste sites that have been reported to the United States Environmental Protection Agency (USEPA). CERCLIS contains sites that are either proposed to or on the NPL and sites which are in the screening and assessment phase for possible inclusion on the NPL.

The site was not identified on the CERCLIS database.

No off-site properties within the minimum search distance of inquiry were reported as being on the CERCLIS database.

Federal CERCLIS No Further Remedial Action Planned (NFRAP)

CERCLIS sites designated as NFRAP have been removed from CERCLIS. NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious enough to require federal Superfund action or

NPL consideration.

The site was not identified on the CERCLIS NFRAP.

No off-site properties within the minimum search distance of inquiry were reported as being on the CERCLIS NFRAP.

Federal Corrective Action Report (CORRACTS)

CORRACTS identifies hazardous waste handlers that have been subject to corrective action under Resource Conservation and Recovery Act (RCRA).

The site was not identified by CORRACTS.

No off-site properties within the minimum search distance of inquiry were reported as being on CORRACTS.

Federal Resource Conservation and Recovery Information System (RCRIS) – Treatment, Storage and Disposal (TSD) Facilities

RCRIS identifies facilities that treat, store or dispose of hazardous wastes as defined by the RCRA. TSDs treat, store or dispose of hazardous waste.

The site was not identified as a hazardous waste TSD facility.

No off-site properties within the minimum search distance of inquiry were reported as being a hazardous waste TSD facility.

Federal RCRIS - Generators

RCRIS identifies facilities that generate hazardous wastes as defined by the RCRA. Conditionally exempt small quantity generators (CESQGs) generate less than 100 kilograms of hazardous waste, or less than 1 kilogram of acutely hazardous waste, per month. Small quantity generators (SQGs) generate between 100 and 1,000 kilograms of hazardous waste per month. Large quantity generators (LQGs) generate more than 1,000 kilograms of hazardous waste or more than 1 kilogram of acutely hazardous waste per month.

The site was not identified as a hazardous waste generator.

One or more off-site properties within the minimum search distance of inquiry were reported as being a hazardous waste generator.

One property within the minimum search distance was reported as being a hazardous waste generator.

MBC Realty Inc. was listed in the EDR report as being located at 766 Old Hammonds Ferry Road and approximately 0.21 miles east-southeast of the subject site. The facility was listed as being a RCRA-CESQG of unspecified substances with no violations listed. The facility was also listed on the OCP Cases database and as a RCRA Non-Generator/NLR under different names. The facility was listed as a RCRA-CESQG circa 1995 and as a RCRA Non-Generator/NLR circa 2003, indicating that the facility does not currently generate hazardous waste. The OCP Cases listings referenced tank closures discussed in detail in the OCP Cases section of this report. ECS does not consider the

facility to represent an environmental concern due to distance from the site.

Federal Engineering Controls (EC) List

The Federal EC list identifies engineering controls including various forms of caps, building foundations, liners, and treatment methods used to eliminate pathways for regulated substances to enter environmental media or affect human health.

The site was not identified on the EC list.

Federal Institutional Controls (IC) List

The Federal IC list identifies institutional controls including administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants.

The site was not identified on the IC list.

Federal Emergency Response Notification System (ERNS)

The ERNS list is a national database that stores and records information on reported releases of hazardous substances, including petroleum products.

The site was not identified on the ERNS list.

5.2 State Databases

Registered Underground Storage Tank (UST) Database

The Registered UST Database inventories USTs registered with the MDE. This database does not identify USTs that have not been registered with the MDE, such as exempt residential heating oil tanks and other unregulated tanks.

The site was not identified on the UST Database.

One or more off-site properties within the minimum search distance of inquiry were reported as being on the UST database.

One property within the minimum search distance was listed as being on the UST database.

Lakson Mart was listed in the EDR report as being located at 500 Progressive Drive and approximately 0.12 miles south-southeast of the subject site. Upon further review, the address is located to the southwest of the subject site. According to the EDR report and the facility summary for the property obtained from the MDE's website, one 30,000-gallon UST with two compartments (20,000 gallons and 10,000 gallons) used for storing "gasohol" and one 12,000-gallon UST used for storing diesel fuel are currently in use at the property. The USTs were listed as installed in 2005. One OCP Case, number 06-0228AA, was listed for the property in relation to the installation of the tanks. ECS does not consider the facility to represent an environmental concern for the subject site due to distance and topography of the tank field from the site.

State Brownfield Projects Inventory

The State Brownfield Projects Inventory identifies brownfield projects inventoried with

the MDE. The properties in the inventory are working toward a brownfield agreement for cleanup and liability control.

The site was not identified on the State Brownfield Projects Inventory database.

No off-site properties within the minimum search distance of inquiry were reported as being on the State Brownfield Projects Inventory database.

Unmapped (Non-Geocoded) Facilities

These facilities are considered by EDR as unmappable because the facility information in the database is incomplete or insufficient, and does not report accurate facility location information.

The site was not identified on the Unmapped (Non-Geocoded) Facilities list.

One or more off-site properties within the minimum search distance of inquiry were reported as being on the unmappable facilities list.

A total of five properties within the minimum search distance were reported as being on the unmappable facilities list.

ECS does not consider the facilities to represent an environmental concern for the subject site due to distance.

Voluntary Cleanup Program (VCP) Database

The VCP Database is an inventory of sites that have registered with the VCP as either applicants or participants. The VCP, administrated by the MDE, streamlines the environmental cleanup process for sites, usually industrial or commercial properties, that are contaminated, or perceived to be contaminated, by hazardous substances. Developers and lenders are provided with certain limitations on liability and participants in the program are provided certainty in the process by knowing exactly what will be required.

The site was not identified on the VCP database.

No off-site properties within the minimum search distance of inquiry were reported as being on the VCP database.

State Hazardous Waste Sites (SHWS) Inventory

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties.

The site was not identified on the SHWS Inventory database.

No off-site properties within the minimum search distance of inquiry were reported as being on the SHWS Inventory database.

State EC List

The State of Maryland does not maintain a separate State EC List. The data typically included in the State EC database is maintained under the State IC List.

State IC List

The State IC List identifies No Further Action (NFA) facilities with MDE-imposed institutional land use restrictions and/or monitoring requirements. The data includes the control and contaminated media. Sites on this database include sites participating in the VCP that have deed restrictions.

The site was not identified on the State IC List database.

Oil Control Program (OCP) Cases Database

The OCP Cases database is an inventory of cases monitored by the MDE OCP. These cases can be leaking underground storage tanks and other belowground releases, leaking aboveground storage tanks, spills, inspections, or other compliance actions.

The site was not identified on the OCP Cases Database.

One or more off-site properties within the minimum search distance of inquiry were reported as being on the OCP Cases Database.

A total of eight properties within the minimum search distance were reported as being on the OCP Cases database.

The closest of these was **Lakson Mart** which was listed in the EDR report as being located at 500 Progressive Drive and approximately 0.12 miles south-southeast of the subject site. Upon further review, the property is located farther southwest of the subject site. OCP Case number 06-0228AA was listed as opened on September 20, 2005 and closed on February 6, 2006 regarding a "new installation." According to the EDR report and the facility summary for the property obtained from the MDE's website, one 30,000-gallon UST with two compartments (20,000 gallons and 10,000 gallons) used for storing "gasohol" and one 12,000-gallon UST used for storing diesel fuel are currently in use at the property. ECS does not consider the facility to represent an environmental concern for the subject site due to actual distance and topography of the tank field from the site.

Mercantile Realty Inc. was listed in the EDR report as being located at 766 Old Hammonds Ferry Road and approximately 0.21 miles east-southeast of the subject site. OCP Case numbers 9-0288AA and 99-1426AA1 were listed for the facility. OCP Case number 9-0288AA was listed as opened and closed on August 25, 1988 with no other details available. OCP Case number 99-1426AA1 was listed as opened on December 7, 1998 and closed on March 20, 1999 with a release and cleanup listed as not having occurred. A third OCP Case was listed for the same address under the name "**Mercantile Bank LOC Building.**" OCP Case number 98-1047AA1 was listed as opened on November 17, 1997 and closed on August 13, 1998 with a release and cleanup listed as having occurred. According to the facility summary obtained from the MDE's website, one 4,000-gallon and two 2,000-gallon USTs used for storing gasoline and two 2,000-gallon USTs used for storing heating oil were listed as "permanently out of use" for the facility. The 4,000-gallon and one of the 2,000-gallon gasoline USTs were

listed as installed in 1985. The 4,000-gallon UST was listed as removed from the ground on December 5, 1997, while the 2,000-gallon UST was listed as removed from the ground on November 17, 1997. The other 2,000-gallon gasoline UST was listed as installed in on December 20, 1997 and removed from the ground on December 7, 1998. One heating oil UST was listed as installed in 1976 and both heating oil USTs were listed as removed from the ground on November 17, 1997. ECS does not consider the facility to represent an environmental concern for the site due to topography relative to the site.

ECS does not consider the remaining properties to represent an environmental concern for the subject site due to distance and topography.

Solid Waste Facilities (SWF)/Landfill (LF) List

SWF/LF records contain an inventory of solid waste disposal facilities or landfills maintained by the Maryland Department of the Environment (MDE). These include active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

The site was not identified on the SWF/LF List.

No off-site properties within the minimum search distance of inquiry were reported as being on the SWF/LF List.

Registered Above Ground Storage Tank (AST) Database

The Registered AST database, maintained by the MDE, inventories ASTs with capacities of 1,000 gallons of used oil or 10,000 gallons or more of virgin oil.

The site was not identified on the AST Database.

No off-site properties within the minimum search distance of inquiry were reported as being on the AST database.

5.3 Historical Use Information

Sanborn Fire Insurance Map Review

In an effort to identify past uses, ECS utilized EDR to search for historic Sanborn™ Fire Insurance Maps (Sanborn) for the site and surrounding area. Sanborn maps were reportedly not available for this mixed use area. A copy of the “Unmapped Property” report from EDR is included in the Appendix IV. The absence of such maps generally indicates that the site is located in an area where Sanborn maps were not produced because the area was rural or it was not economically feasible. ECS does not consider the lack of Sanborn maps to be a data gap given the amount of historical information obtained from our research, the USGS topographic map, aerial photographs, city directories and other historical records obtained.

Aerial Photograph Review

ECS reviewed aerial photographs of the site and immediately surrounding properties for evidence of former usage which may indicate potential environmental issues. The aerial photographs were obtained from NETR and Google Earth. The aerial photographs reviewed were dated 1957, 1964, 1966, 1971, 1994, 2002, 2007, and 2011. Aerial photographs dated prior to 1957 were not available for review. The ECS review is dependent on the quality and scale of the photographs.

1957 Aerial Photograph

The subject site appeared to be developed with one residential structure at the 1105 West Nursery Road property and one residential structure at the 731 Helen Avenue property. Wooded and open field areas were also depicted on the 1105 West Nursery Road property. A roadway adjoined the site the site to the north. The adjoining properties appeared to be residential or undeveloped. Areas farther north were depicted with woods and a river. Areas farther east, west, and south appeared to be residential or undeveloped.

1964 Aerial Photograph

The subject site, adjoining properties, and surrounding areas were depicted similarly to the 1957 photograph except that areas farther southwest and east appeared to be under development.

1966 and 1971 Aerial Photographs

The subject site, adjoining properties, and surrounding areas were depicted similarly to the 1964 photograph except that there appeared to be a trailer home development farther southwest.

1994 Aerial Photograph

The subject site appeared to be developed with a second residential structure, several outbuildings, and a roadway extending along the southwestern border. The surrounding properties were depicted similarly to the 1966 and 1971 photographs except that structures consistent with industrial or commercial buildings were depicted farther east.

2002 Aerial Photograph

The subject site and adjoining properties were depicted similarly to the 1994 photograph except that a commercial or industrial structure was depicted on the east adjoining property. The surrounding areas were depicted similarly to the 1994 photograph except that areas farther southwest appeared to be under development.

2007 Aerial Photograph

The subject site and adjoining properties were depicted similarly to the 2002 photograph. The surrounding areas were depicted similarly to the 2002 photograph except that areas farther southwest were depicted with a structure consistent with the dimensions of an industrial or commercial building and appeared to be under further development.

2011 Aerial Photograph

The subject site, adjoining properties, and surrounding areas were depicted similarly to the 2007 photograph except that three structures consistent with the dimensions of industrial or commercial buildings were depicted farther southwest.

City Directory Review

One of the ASTM standard historic sources to be reviewed for previous site use are local street directories, commonly known as City Directories. The purpose of the directory review is to identify past occupants of the site, adjoining properties, or nearby properties. In some rural areas, street directories information is limited.

Given the substantial historical coverage gained from other sources no city directory review was performed for this assessment.

Other Standard Historical Sources

In accordance with the ASTM Standard, other historical sources should be reviewed, if necessary and if the information is likely to be useful, to obtain historical site use information. Other Standard Historical Sources may include property tax files, recorded land title records, historic USGS topographic maps, building department records, and zoning or land use records.

In addition to the historical documents reviewed and previously included in this report, ECS also reviewed historic topographic maps and the recorded land title records with legal descriptions.

The USGS historical topographic maps of the Relay, Maryland quadrangle were obtained from NETR, dated 1905, 1907, 1908, 1912, 1918, 1923, 1931, 1934, 1939, 1941, 1944, 1946, 1950, 1954, and 1975.

1905 Topographic Map

The subject site, adjoining properties, and surrounding areas were not depicted with structures. A road adjoined the subject site to the north. Areas farther north and east were depicted with a river or stream.

1907 to 1946 Topographic Maps

The subject site, adjoining properties, and surrounding areas were depicted similarly to the 1905 map except that two structures and an additional roadway were depicted farther southwest.

1950 and 1954 Topographic Maps

The subject site was depicted with one structure at the 1105 West Nursery Road location (central portion) and one structure at the 731 Helen Avenue location. A stream was depicted in the southern portion of the site. The north, south, and west adjoining properties were not depicted with structures. The east adjoining properties were depicted with structures. Areas farther north were depicted with roadways, a river, wetlands, and railroad tracks. Areas farther east were depicted with roadways, structures, a river/stream, and wetlands. Areas farther south were depicted with a stream and an area of altered topography. Areas farther west were depicted with structures, a pond, and roadways.

1975 Topographic Map

The subject site was depicted with two structures, one in the northern portion of the 1105 West Nursery Road location and one at 731 Helen Avenue. The adjoining properties and surrounding areas were depicted similarly to the 1950 and 1954 maps except that additional roadways were depicted in areas farther southwest and additional structures were depicted in areas to the east and southwest.

Other Local Historical Sources

Other credible historical sources may be reviewed to identify past uses of the site. These sources may include internet sites, county or State road maps, historical society documents, or local library information.

ECS reviewed the on-line MDAT information to obtain information regarding the site. According to the tax assessor on-line information, 1105 West Nursery Road is owned by West Nursery Road 1105 LLC and 731 Helen Avenue is owned by Suzana Kuriadom and Sherine Joseph. 1105 West Nursery Road is listed as a 3.95-acre parcel (Parcel 66, Lot 19) with an identification number of 05-07457000. The on-site structure is reported as being constructed in 1950. Prior owner of the property are listed as Lucille V. Howard until December 18, 1995, Lucille V Howard again until May 30, 2002, and Chesapeake Bay Properties LLC until May 22, 2014.

731 Helen Avenue is listed as a 0.47-acre parcel (Parcel 68) with an identification number of 05-17028400. The on-site structure is listed as being constructed in 1935. Prior owners of the property are listed as William A. Gilde, Jr. until April 2, 2013, Bank of America until April 2, 2013, and Federal National Mortgage Assoc. until June 21, 2013.

Freedom of Information (FOIA) Requests

Frequently to obtain information regarding agency records, a Freedom of Information Act (FOIA) request must be submitted. Depending on the locale, agencies may or may not respond to requests.

The Anne Arundel County Fire Department was contacted to determine if they had any historical information regarding environmental issues or responses at the site. A written request was submitted to the Fire Department on June 20, 2014. No information has been received at the time of the report completion. If any information is received that changes the conclusions or recommendations of this report, ECS will forward the information to the Client.

The Anne Arundel County Health Department was contacted to determine if they had any historical information regarding environmental issues or information regarding the site or septic tank records for the property. A written request was submitted to the Health Department on June 20, 2014. No information has been received at the time of the report completion. If any information is received that changes the conclusions or recommendations of this report, ECS will forward the information to the Client.

Historical Summary

Based on the records search, site reconnaissance and interviews, it appears that the site was undeveloped from at least 1905 to 1935. The residential home located at 731 Helen Avenue was reportedly constructed in 1935. One of the residential structures located at 1105 West Nursery Road was reportedly constructed in 1950. A second residential home structure appeared to have been constructed at 1105 West Nursery Road sometime between 1971 and 1994. Historical information prior to 1905 was not available for review.

No obvious indications of recognized environmental conditions were identified in the historical data review.

Data failures (historical data gaps) were identified during the historical research of this site. Use of the site was generally documented back to 1905. Historical information was missing for various periods. However, due to the apparent historical residential use of the site, the historical data gaps are not expected to impact our ability to render a professional opinion regarding the subject site.

6.0 SITE AND AREA RECONNAISSANCE

6.1 Methodology and Limiting Conditions

Ms. Christina Simini of ECS conducted the field reconnaissance on June 25, 2014. The weather at the time of the reconnaissance was 80 degrees Fahrenheit and sunny. Observations were made from a walking reconnaissance around the perimeter, around the buildings, through the buildings and along several transects across the subject site. Site access/visibility was limited by dense vegetation, trash debris within the structures, and locked doors. Site photographs are included in Appendix V.

6.2 On-Site Features

The subject site was developed with two residential homes located at 1105 West Nursery Road and one residential home located at 731 Helen Avenue. 1105 West Nursery Road occupies an area of approximately 3.95 acres and 731 Helen Avenue occupies an area of approximately 0.47 acres. The homes use heating oil for heat, except for 731 Helen Ave which was heated by natural gas, electricity for air-conditioning, drinking water wells for potable water, and septic tanks for sanitary waste.

The residential home in the northern portion of 1105 West Nursery Road was 1.5-stories and approximately 3,668 square feet in size with a basement and deck. A shed and gazebo were located in the vicinity of the home.

The residential home in the southern portion of 1105 West Nursery Road was 2-stories in size with a garage and a deck and was reportedly renovated from a former barn. A shed and dilapidated wooden deck were located in the vicinity of the home.

The residential home at 731 Helen Ave was 2-stories and approximately 1,820 square feet in size with a sub-basement.

Underground or aboveground storage tanks

The following observations were made with regard to aboveground storage tanks and/or underground storage tanks at the site:

Two 275-gallon steel ASTs reportedly used for storing heating oil were located adjacent to the shed on the eastern side of the northern residential home located at 1105 West Nursery Road. The presence or absence of secondary containment and presence or absence of staining could not be observed due to dense vegetation covering the ASTs, shed, and surroundings. The ASTs reportedly have below ground piping to provide fuel to the residential home. The previous owner reported that he did not know the operational status of the heating system. The ASTs appeared weathered and the area around the ASTs appeared neglected.

One 275-gallon steel AST reportedly used for storing heating oil was located adjacent to the northern side of the southern residential home located at 1105 West Nursery Road. Secondary containment was not observed in the vicinity of the AST. Staining was not visible on the soil surface near the AST at the time of our assessment. The AST

reportedly has below ground piping and is reportedly not operational in its current state due to a missing fuel pump.

ECS considers the lack of secondary containment and dense vegetation surrounding the ASTs to represent a BER for the site.

Strong, pungent or noxious odors

We did not notice strong, pungent or noxious odors at the site.

Surface waters

The following observations were made:

A stream was located in the wooded southern portion of the site, approximately 25-50 feet from the start of the tree line. ECS did not observe petroleum sheens on the surface water at the time of our assessment.

Standing pools of liquid likely containing petroleum or hazardous substances

We did not observe standing pools of liquid at the site.

Drums or containers of petroleum or hazardous substances greater than five-gallons

We did not observe drums or containers of petroleum or hazardous substances greater than five-gallons at the site.

Drums or containers of petroleum or hazardous substances less than or equal to five-gallons

The following observations were made:

Various cleaning supplies, motor oil, and gasoline containers were observed that were less than 3 gallons in size.

Unidentified opened or damaged containers of hazardous substances or petroleum products

We did not observe unidentified opened or damaged containers of hazardous substances or petroleum products at the site.

Known or suspect PCB-containing equipment (excluding light ballasts)

We did not observe known or suspect PCB-containing equipment on the site.

Stains or corrosion to floors, walls or ceilings

We did not observe stains or corrosion to floors, walls or ceilings.

Floor drains and sump pumps

The following observations were made:

One sump pump was observed in the basement of the 1.5-story residential home at 1105 West Nursery Road. The sump pump reportedly discharges to the septic tank

located on the eastern side of the home.

One sump pump was observed in the sub-basement of the residential home located at 731 Helen Avenue. Pooled water was observed in the vicinity of the pump, but may be attributed to recent rainfall and poor insulation of the exterior door. The pump appeared to drain to the septic tank located on the western portion of the property.

Pits, ponds or lagoons

We did not observe pits, ponds or lagoons at the site.

Stained soil or pavement

We did not observe stained soils or pavement at the site.

Stressed vegetation

We did not observe stressed vegetation at the site.

Solid waste mounds or non-natural fill materials

We did not observe solid waste mounds or non-natural fill materials at the site.

Wastewater discharges into drains, ditches or streams

We did not observe wastewater discharges at the site.

Groundwater wells including potable, monitoring, dry, irrigation, injection and/or abandoned

The following observations were made:

We observed a water supply well associated with each residential home located at the site. The water supply wells each have a raised concrete cover for protecting well equipment. Each residential home has an access tank located on the lowest floor of each structure. The wells associated with the two homes at 1105 West Nursery Road were located on the eastern side of either structure. The well at 731 Helen Avenue was located in the vicinity of the structure on the southwestern side.

Septic systems or cesspools

The following observations were made:

Each of the residential homes on-site are serviced by a septic tank and drain field.

The septic tank associated with the northern residential home at 1105 West Nursery Road was located near the southeastern side of the home with the drain field spanning to the north. A PVC cap for the septic system was observed in this area.

The septic tank associated with the southern residential home at 1105 West Nursery Road was located on the eastern side of the home with the drain field spanning east or south, the owner could not confirm the direction. A PVC cap for the septic system was observed in this area.

The septic tank associated with the residential home at 731 Helen Avenue was located

in the western portion of the parcel with the drain field spanning north. A PVC cap for the septic system was observed in this area.

Sinks, toilets, and sump pumps reportedly discharge into the septic systems at the respective residences. The septic systems at 1105 West Nursery Road are reportedly out of operation. ECS considers this to represent a BER for potential purchasers of the property.

Elevators

We did not observe elevators on the site.

Dry Cleaning

We did not observe dry-cleaning operations on the site.

On-site Emergency Electrical Generators

We did not observe emergency generators on the site.

Specialized industrial equipment (paint booths, bag houses, etc.) on-site

We did not observe specialized industrial equipment at the site.

Hydraulic lifts

We did not observe hydraulic lifts at the site.

Oil-water separators

We did not observe oil-water separators at the site.

Compressors on-site

We did not observe compressors at the site.

Grease traps

We did not observe grease traps at the site.

6.3 Adjoining and Nearby Properties

Contiguous and nearby properties were observed during a walking and vehicular reconnaissance of the site boundary and public places. The site is located in a mixed use commercial, industrial, and residential area of Linthicum, Anna Arundel County, Maryland.

The site is bounded on the north by West Nursery Road and Patapsco Valley State Park areas. Areas farther north contain the Patapsco River, Patapsco Valley State Park areas, and Interstate 895.

The site is bounded on the east by a water supply company, Metro Sealants and Waterproofing, and another commercial or industrial business. Areas farther east are undeveloped, commercial, or industrial.

The site is bounded on the south by wooded areas. Areas farther south are undeveloped, industrial, or commercial.

The site is bounded on the west by a residential property. Areas farther west are undeveloped, industrial, or commercial.

6.4 Summary of On-Site and Off-Site RECs

According to our site observations and a review of adjoining and nearby properties, the site has been utilized for residential or agricultural purposes. The site is located in a mixed use residential, commercial, and industrial area. Details pertaining to our on-site and off-site observations are referenced previously. We did not identify on-site or off-site recognized environmental conditions associated with the site during the reconnaissance.

Site visibility was limited by dense vegetation, trash debris within the homes located at 1105 West Nursery Road, and locked doors.

7.0 ADDITIONAL SERVICES

7.1 Non-Scope Issues

ASTM guidelines identify non-scope issues, which are beyond the scope of this practice. Non-scope issues have the potential to be business environmental risks. Some of these non-scope issues include; asbestos-containing building materials, radon, lead-based paint, lead in drinking water, wetlands and mold.

We were not authorized to conduct non-scope services for the site.

7.2 Previous Reports Review

We have not conducted previous environmental and/or engineering assessment activities at the site.

We have not been provided with environmental or engineering assessment reports for the site completed by others.

8.0 INTERVIEWS

During the site reconnaissance, ECS personnel interviewed Mr. Robert Dorsey, most recent owner of 1105 West Nursery Road. He has owned the portion of the site for approximately 13 years. Mr. Dorsey indicated that he is not aware of 1) environmental concerns associated with the site 2) any pending, past, or threatened administrative litigation or administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the site or 3) any government notices regarding any possible violation of environmental laws or possible liability related to hazardous substances or petroleum products.

9.0 FINDINGS AND OPINIONS

The assessed area is located at 1105 West Nursery Road and 731 Helen Avenue in the Linthicum area of Anne Arundel County, Maryland. The site is identified by the Maryland Department of Assessments and Taxation (MDAT) on Map 1, Grid 19, Subdivision 127, as Parcels 66 (1105 West Nursery Road) and 68 (731 Helen Avenue). According to the MDAT, the site is currently owned by West Nursery Road 1105 LLC (1105 West Nursery Road) and Suzana M. Kuriadom and Sherine Joseph (731 Helen Avenue).

The subject site was developed with two residential homes located at 1105 West Nursery Road and one residential home located at 731 Helen Avenue. 1105 West Nursery Road occupies an area of approximately 3.95 acres and 731 Helen Avenue occupies an area of approximately 0.47 acres. The homes use heating oil for heat, except for 731 Helen Ave which was heated by natural gas, electricity for air-conditioning, private drinking water wells for potable water, and septic tanks for sanitary waste.

The residential home in the northern portion of 1105 West Nursery Road was 1.5 stories and approximately 3,668 square feet in size with a basement and deck. A shed and gazebo were located in the vicinity of the home. The residential home in the southern portion of 1105 West Nursery Road was 2 stories with a garage and a deck and was reportedly renovated from a former barn. A shed and dilapidated wooden deck were located in the vicinity of the home. The residential home at 731 Helen Avenue was 2 stories and approximately 1,820 square feet in size with a sub-basement. An approximate 15 foot by 15 foot concrete pad was located north of the house.

The site is located in a mixed use commercial, light industrial, and residential area. The site is bounded on the north by West Nursery Road and Patapsco Valley State Park areas. Areas farther north contain the Patapsco River, Patapsco Valley State Park areas, and Interstate 895. The site is bounded on the east by a water supply company, Metro Sealants and Waterproofing, and another commercial/light industrial business that appeared to be a lumber mill. Areas farther east are undeveloped, commercial, or industrial. The site is bounded on the south by wooded areas. Areas farther south are undeveloped, industrial, or commercial. The site is bounded on the west by a residential property. Areas farther west are undeveloped, industrial, or commercial.

Based on the records search, site reconnaissance and interviews, it appears that the site was undeveloped from at least 1905 to 1935. The residential home located at 731 Helen Avenue was reportedly constructed in 1935. One of the residential structures located at 1105 West Nursery Road was reportedly constructed in 1950. A second barn and/or residential home structure appeared to have been constructed at 1105 West Nursery Road sometime in the 1970s. Historical information prior to 1905 was not available for review.

A regulatory database search report was provided by Environmental Data Resources, Inc. (EDR). The EDR report does not identify the subject site on the databases researched. The EDR report identified several off-site properties within the minimum ASTM search distances. Based on our review of available public records and/or interviews with regulatory agents, no recognized environmental conditions (RECs) for the subject site were identified.

Data failures (historical data gaps) were identified during the historical research of this site. Use of the site was generally documented back to 1905. Historical information was missing for various periods. However, due to the apparent historical residential use of the site, the historical data gaps are not expected to impact our ability to render a professional opinion regarding the subject site. Site visibility was limited by dense vegetation, trash debris within the homes located at 1105 West Nursery Road, and some locked doors.

ECS has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM E 1527-13 of the Nursery Road Properties located at 1105 West Nursery Road and 731 Helen Avenue in Linthicum, Anne Arundel County, Maryland. Any exceptions to, or deletions from, this practice are described in Section 2.3 of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property.

The following business environmental risks (BERs) were identified during the site reconnaissance:

- Two 275-gallon steel aboveground storage tanks (ASTs) reportedly used for storing heating oil were located adjacent to the shed on the eastern side of the northern residential home located at 1105 West Nursery Road. The presence or absence of secondary containment and presence or absence of staining could not be observed due to dense vegetation covering the ASTs, shed, and surroundings. The ASTs reportedly have below ground piping to provide fuel to the residential home. The previous owner reported that he did not know the operational status of the heating system. The ASTs appeared weathered and the area around the ASTs appeared neglected. One additional 275-gallon steel AST reportedly used for storing heating oil was located adjacent to the northern side of the southern residential home located at 1105 West Nursery Road. Secondary containment was not observed in the vicinity of the AST. Staining was not visible on the soil surface near the AST at the time of our assessment. The AST reportedly has below ground piping and is reportedly not operational in its current state due to a missing fuel pump. ECS considers the lack of secondary containment, unobservable surroundings of the ASTs, and state of disrepair of the AST systems to represent a BER for the site.
- The septic systems at 1105 West Nursery Road are reportedly out of operation. ECS considers the state of disrepair to the septic systems at 1105 West Nursery Road to represent a BER for the property.

10.0 REFERENCES

7.5-minute USGS Topographic Map of the Relay, Maryland Quadrangle, dated 1957 and photorevised in 1966 and 1974.

ASTM E 1527 - 13 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process"

FirstSearch Fire Insurance Map Abstract Report (or Certified Sanborn Map Report), Environmental Data Resources, Inc., Nursery Road Properties, June 20, 2014.

FirstSearch Area/Linear Report, Environmental Data Resources, Inc., Nursery Road Properties, June 20, 2014.

Historic Aerials by NETR, <http://historicaerials.com/>.

<http://www.dat.state.md.us> – Maryland Department of Assessments and Taxation Real Property System.

<http://www.google.com>

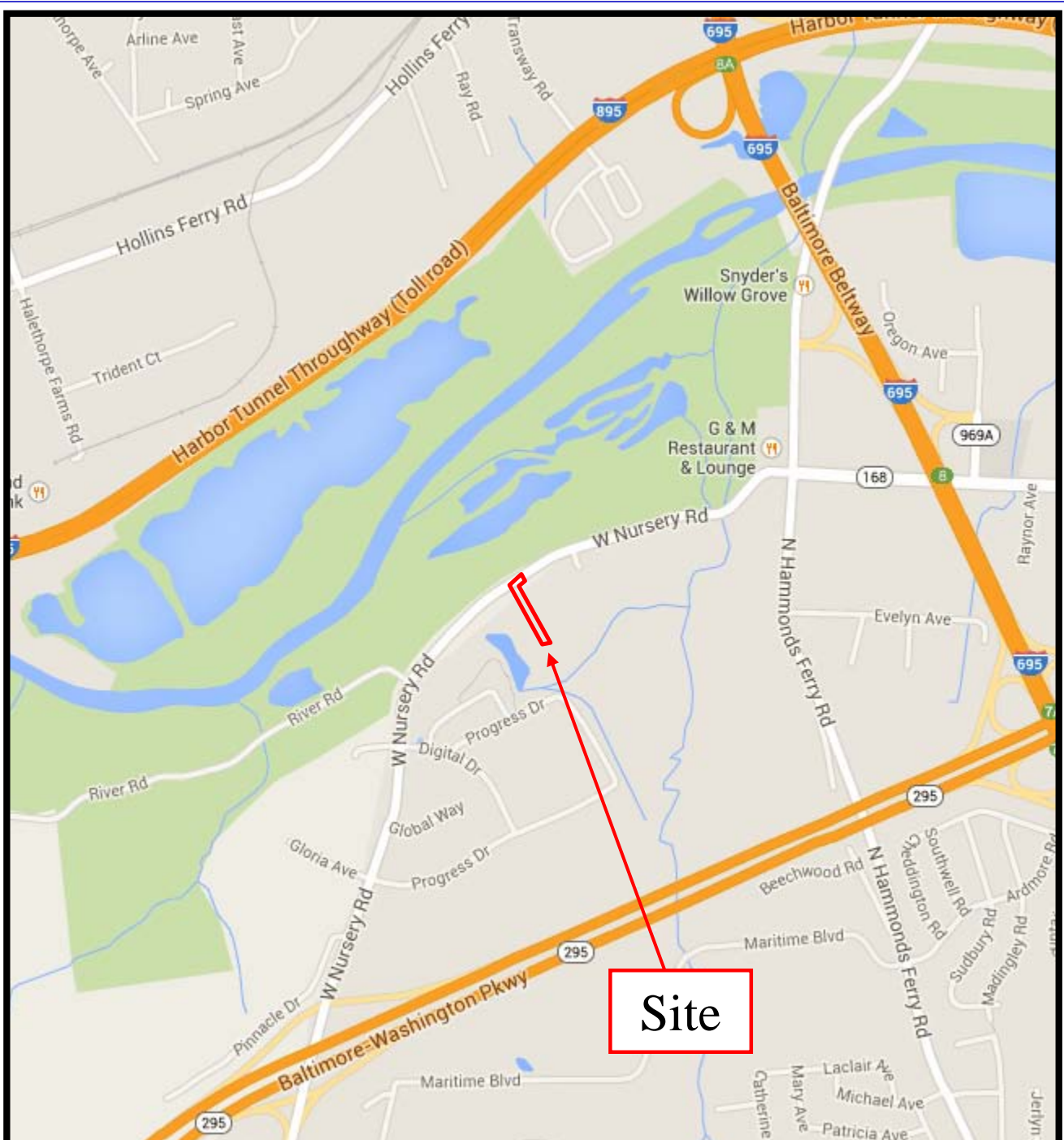
<http://www.usgs.gov>

Maryland Department of the Environment- Sites with Land Use Controls, March 6, 2012. <http://www.mde.maryland.gov/programs/land/marylandbrownfieldvcp/mapping/documents/land%20use%20control%20report%20-%2003062012.pdf>

Maryland's Environmental Resources and Land Information Network, Maryland Department of Natural Resources. <http://www.mdmerlin.net/index.asp>

APPENDIX I

FIGURES



Source: <http://www.google.com>

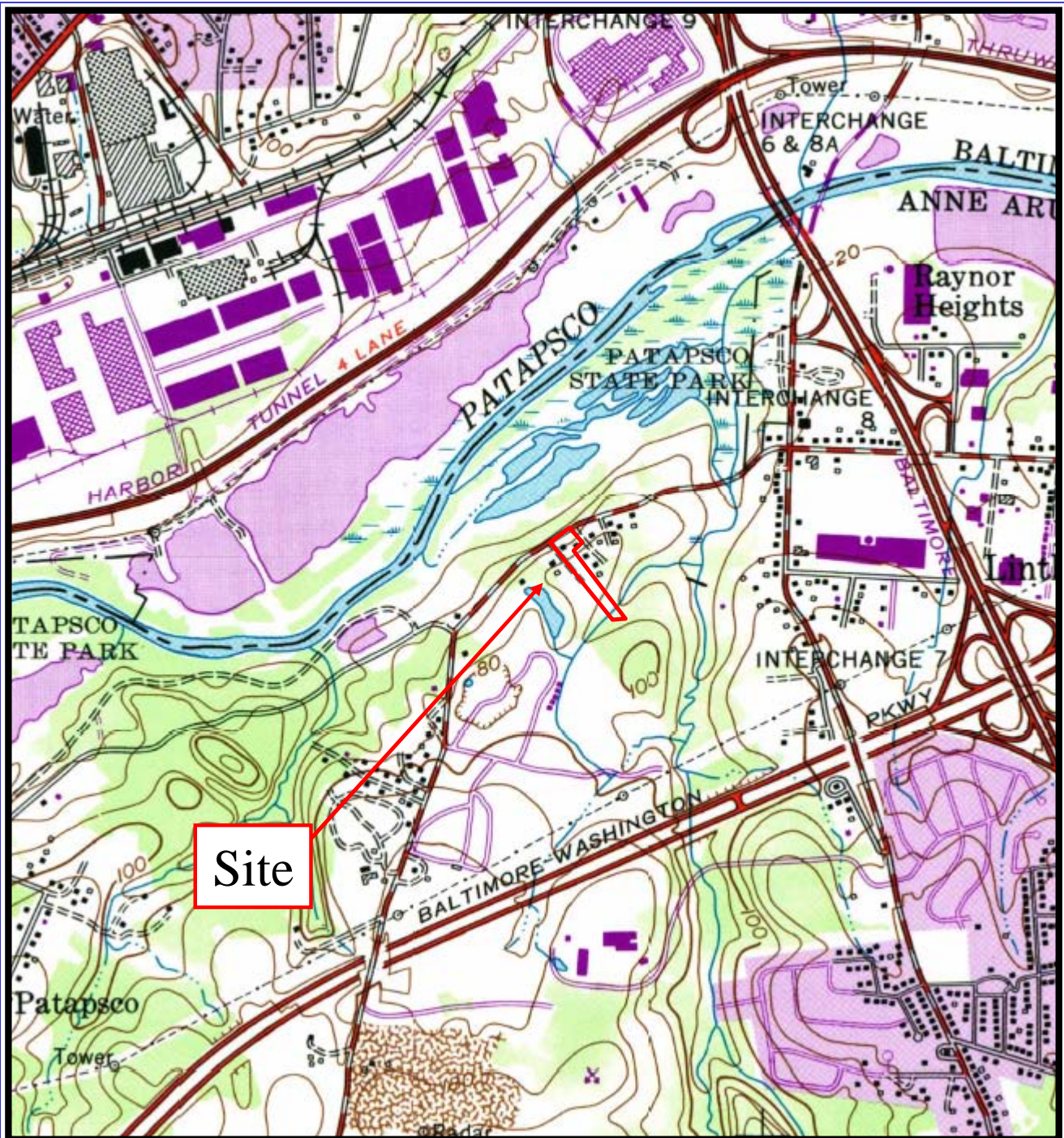
Scale: NTS



Phase I ESA
 Nursery Road Properties
 1105 West Nursery Road and 731
 Helen Avenue
 Linthicum, Maryland 21090



Figure 1
 Area Site Map
 ECS Project 02-7303
 July 2014



Source: 7.5-minute USGS Topo, Relay, Maryland Quadrangle

Dated: 1957 and photorevised in 1966 and 1974

Scale: NTS



Phase I ESA
 Nursery Road Properties
 1105 West Nursery Rd & 731
 Helen Avenue
 Linthicum, Maryland 21090



Figure 2
 Topographic Map
 ECS Project 02-7303
 July 2014



Source: Google Earth

Scale: NTS

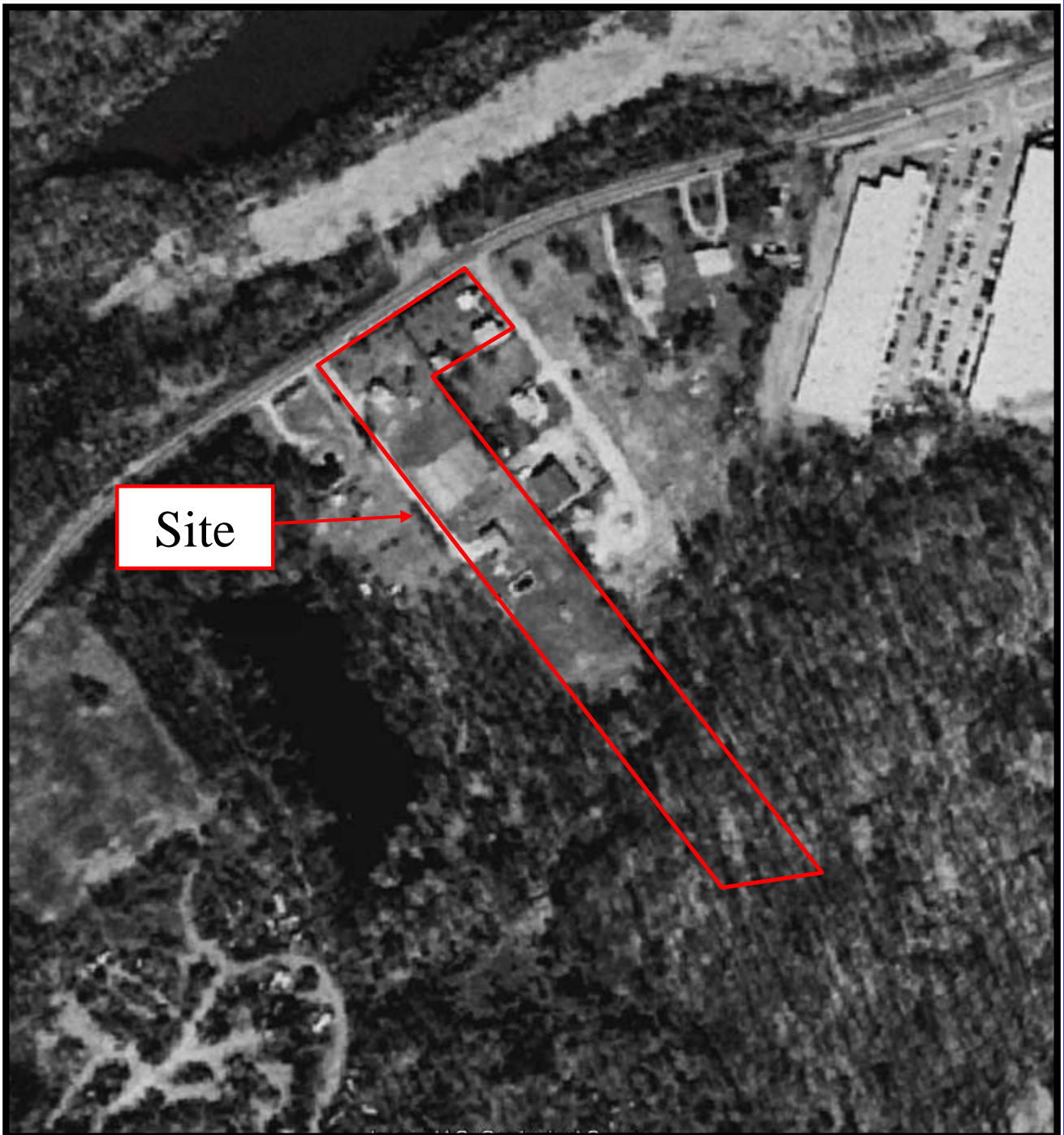
Image Date: 2012



Phase I ESA
Nursery Road Properties
1105 West Nursery Road and
731 Helen Avenue
Linthicum, Maryland 21090



Figure 3
Site Sketch
ECS Project 02-7303
July 2014



Source: Google Earth

Scale: NTS

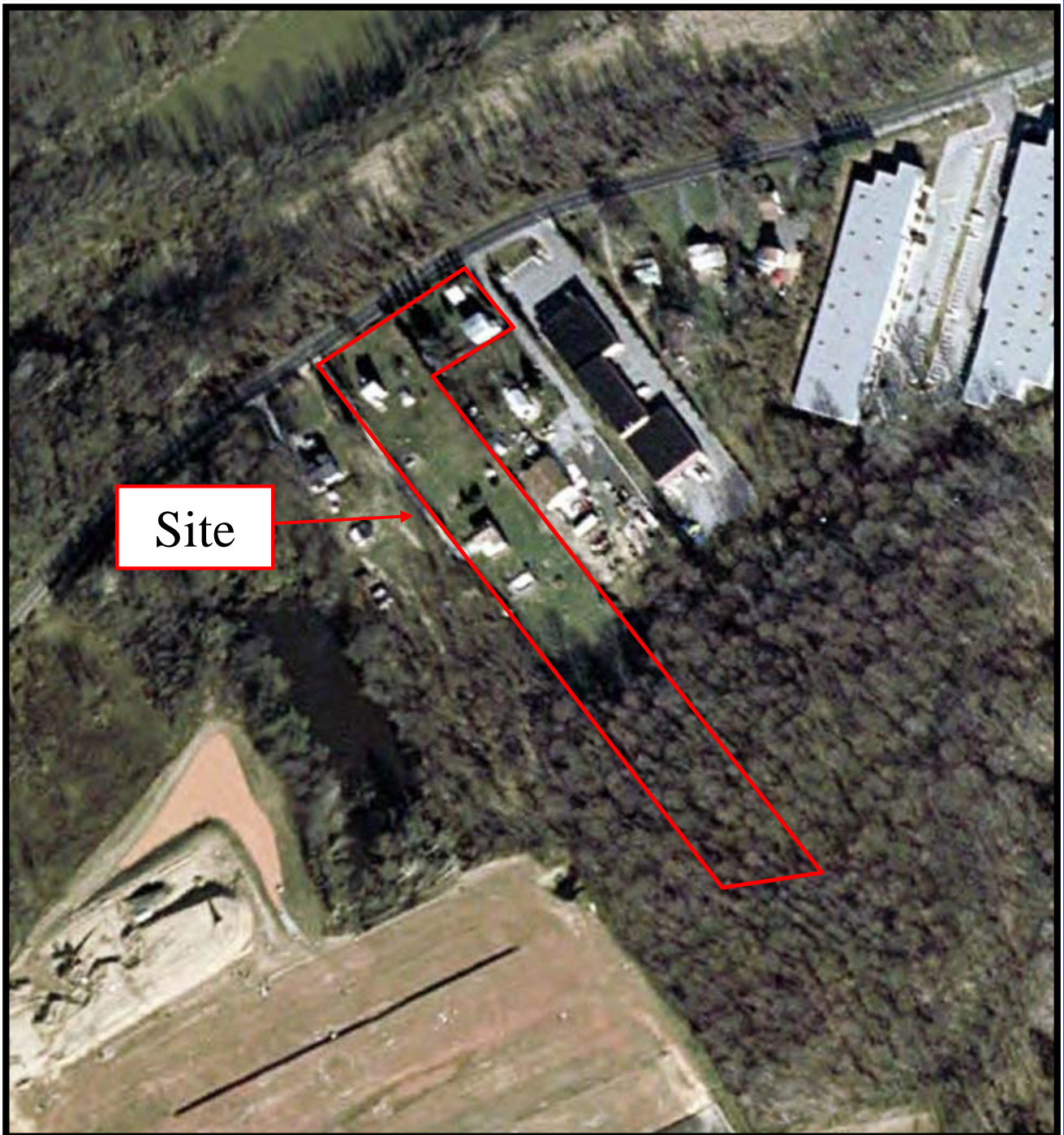
Date: 1994


NORTH

Phase I ESA
Nursery Road Properties
1105 West Nursery Road and
731 Helen Avenue
Linthicum, Maryland 21090



Figure 4
Aerial Photograph
ECS Project 02-7303
July 2014



Source: Google Earth

Scale: NTS

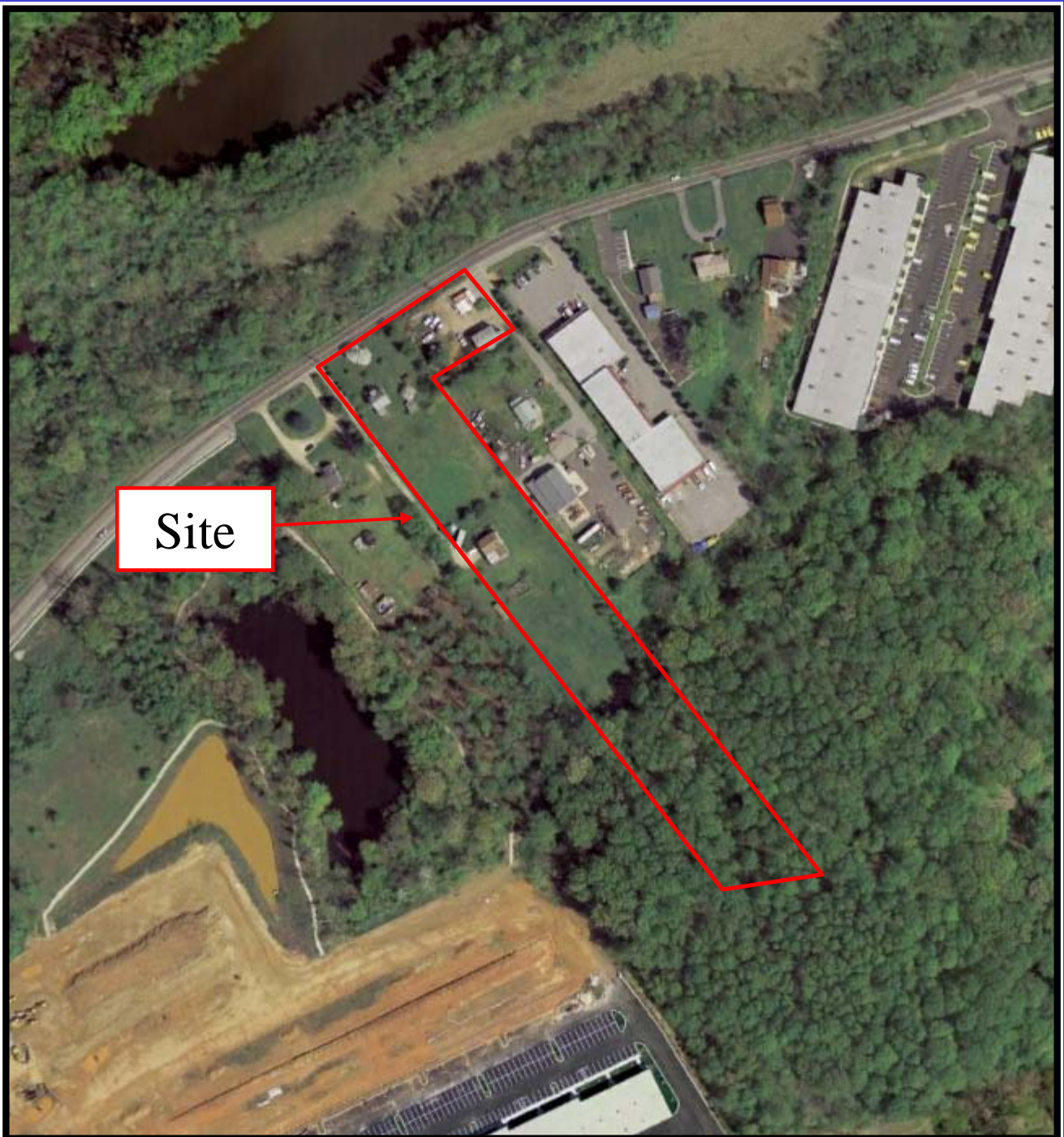
Date: 2002

▲
NORTH

Phase I ESA
Nursery Road Properties
1105 West Nursery Road and
731 Helen Avenue
Linthicum, Maryland 21090



Figure 5
Aerial Photograph
ECS Project 02-7303
July 2014



Source: Google Earth

Scale: NTS

Date: 2007



Phase I ESA
Nursery Road Properties
1105 West Nursery Road and
731 Helen Avenue
Linthicum, Maryland 21090



Figure 6
Aerial Photograph
ECS Project 02-7303
July 2014



Source: Google Earth

Scale: NTS

Date: 2011



Phase I ESA
Nursery Road Properties
1105 West Nursery Road and
731 Helen Avenue
Linthicum, Maryland 21090



Figure 7
Aerial Photograph
ECS Project 02-7303
July 2014

APPENDIX II

CORRESPONDENCE AND USER QUESTIONNAIRE



Fidelity National Title Insurance Company

SCHEDULE A

Title No. **14-0542SMS**

1. Effective Date: **June 1, 2014 at 8:00 am**
2. Policy or Policies to be issued: Amount of Insurance
 - (a) ALTA Owner's Policy (6/17/06) **\$218,500.00**
Proposed Insured:
West Nursery Rd 1105 LLC
 - (b) ALTA Loan Policy (6/17/06) \$ *tbd*
Proposed Insured:
BlueWater Funding, LLC, its successors and/or assigns as their interests may appear
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the fee simple estate or interest in said land is at the Effective Date vested in:

Suzana M. Kuriadom and Sherine Joseph, as Tenants in Common

BEING the same property conveyed to Suzana M. Kuriadom and Sherine Joseph, as Tenants in Common from Federal National Mortgage Association, by Special Warranty Deed recorded on June 21, 2013, in Liber 26301, Folio 361.
5. The land referred to in this Commitment is described as follows:

See Attached Continuation of Schedule A for legal description

Countersigned:

District Title, A Corporation
1150 Connecticut Avenue, NW
Suite #201
Washington, DC 20036
PHONE 202-518-9300 FAX 202-518-9301

By: _____
Authorized Signatory





Fidelity National Title Insurance Company

SCHEDULE A CONTINUED

Title No. **14-0542SMS**

LEGAL DESCRIPTION

All that certain parcel of land situated in the City of Linthicum Heights, County of Anne Arundel, State of Maryland, being known and designated as follows:

Beginning for the same at the northernmost end of the division line between lots numbered Eighteen (18) and Nineteen (19), as shown on the plat of community far, filed along the plat records of Anne Arundel County in plat book G.W.S. NO. 1, Sect. 3, Folio 210 and the center line of River Road, and running thence bounding on said outline south Twenty-nine degrees fifteen minutes east one hundred and fifty-five and seventy one-hundredths feet; thence leaving said division line and running north sixty degrees forty-five minutes east one hundred and forty feet to the southwest side of a twenty foot road there laid out with the use thereof in common with others; thence north twenty-nine degrees fifteen minutes west and binding on said side of said road one hundred and forty-five and thirty one-hundredths feet to the center of river road; thence binding thereon south sixty-five degrees one hundred and forty and forty one-hundredths feet to the place beginning. Containing 0.48 acres of land, more or less. The improvements thereon being known as 731 Helen Avenue.

Tax ID: 5-127-17028400





Fidelity National Title Insurance Company

SCHEDULE B – PART I

REQUIREMENTS

Title No. **14-0542SMS**

The following are the requirements to be complied with:

1. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
2. The Company requires receipt in writing of the name of anyone not referred to in this commitment who will acquire an interest in the land or who will execute a deed of trust encumbering the land herein. Additional requirements and/or exceptions may then be added.
3. In the event that the final structure of the transaction to be insured is different from the structure set forth herein, the Company must be furnished with copies of all documents between the borrower/owner and secured lender for review. This Commitment is subject to the addition of requirements and/or exceptions or the deletion of certain requirements deemed necessary by the Company after review of these documents and disclosure of the final terms of the transaction.
4. In the event the proceeds of the loan to be secured by the mortgage to be insured are not to be fully disbursed at closing (or if any of the proceeds of the loan are to be deposited into a construction disbursement or similar account), the Company must be notified in writing prior to closing and this Commitment will be modified accordingly.
5. Pay all premiums, fees and charges for the policy(ies) to be issued.
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are paid and/or have released of record all liens or notice of intent to perfect a lien for labor or materials.
7. In the event an Advantage Policy is to be issued, THE RECORD OWNER OF THE PROPERTY TO BE INSURED MUST EXECUTE THE COMPANY'S "ADVANTAGE POLICY OWNER'S AFFIDAVIT." The final policy(ies) will be subject to any matters disclosed on said affidavit unless removed to the satisfaction of the Company.
8. Instruments in insurable form which must be duly executed, delivered and filed for record:
 - a. **Deed from Suzana M. Kuriadom and Sherine R. Joseph to West Nursery Rd 1105 LLC.**
 - b. **Deed of Trust to be properly executed by West Nursery Rd 1105 LLC in favor of BlueWater Funding, LLC, to secure the proposed loan in the amount of \$ tbd .**
9. Payment of all taxes, charges and assessments levied against subject premises, which are due and payable.

For informational purposes only:

County/State Real Estate Taxes to Anne Arundel County for the period ending September 30, 2013, in the amount of \$1,003.25 are Paid and for the period ending December 31, 2013, in the amount of \$1,003.25 are Paid

Tax ID #: 05-12717028400
10. Evidence property is free and clear.
11. For West Nursery Rd 1105 LLC
 - c. Articles of Organization
 - d. Operating Agreement
 - e. Certificate of Good Standing (in the home state)





Fidelity National Title Insurance Company

SCHEDULE B – PART I CONTINUED

Title No. **14-0542SMS**

f. List of Members, if different or not clearly defined in the operating agreement

OR certification by approved attorney that (seller/borrower) is a valid and subsisting limited liability company in its state of organization and that execution and delivery of the document(s) required above is/are pursuant to the terms of its operating agreement.

Upon Receipt of the above additional requirements and/or exceptions may be added





Fidelity National Title Insurance Company

SCHEDULE B – PART II

EXCEPTIONS

Title No. **14-0542SMS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment. **NOTE: Upon receipt of a current owner/seller affidavit and indemnity, in form acceptable to the Company, this exception will be eliminated or amended according to the facts disclosed.**
2. Rights or claims of parties other than the Insured in actual possession of any or all of the property. **NOTE: Upon receipt of a current owner/seller affidavit and indemnity, in form acceptable to the Company, this exception will be eliminated or amended according to the facts disclosed.**
3. Easements, or claims of easements, not shown by the public records. **NOTE: Upon receipt of a current owner/seller affidavit and indemnity, in form acceptable to the Company, this exception will be eliminated or amended according to the facts disclosed.**
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land. **NOTE: Upon receipt of a current owner/seller affidavit and indemnity, in form acceptable to the Company, this exception will be eliminated or amended according to the facts disclosed.**
5. Any lien, or right to a lien, for services, labor or material heretofore or after furnished, imposed by law and not shown by the public records. **NOTE: Upon receipt of a current owner/seller affidavit and indemnity, in form acceptable to the Company, this exception will be eliminated or amended according to the facts disclosed.**
6. Taxes or special assessments which are not shown as existing liens by the public records. **NOTE: Upon receipt of a current owner/seller affidavit and indemnity, in form acceptable to the Company, this exception will be eliminated or amended according to the facts disclosed.**
7. In the event that an 8.1 endorsement is required: The following state statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 27 of COVERED RISKS: NONE
8. This Commitment and the final title policy do not insure Lender against loss or damage arising as a result of a lien established in Maryland in favor of a council of unit owners or in favor of a homeowners association which has or may gain priority over the lien of the Insured Mortgage on or after October 1, 2011 pursuant to Annotated Code of Maryland, Real Property Article, Title 11 ("Maryland Condominium Act") or Title 11B ("Maryland Homeowners Association Act").
9. Front foot benefit charges for 2014 and subsequent years, not yet due and payable.
10. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such charges payable on an annual basis which are not yet due and payable.
11. This Commitment for Title Insurance does NOT constitute a report of title and is not to be relied upon by the insured(s) or any other party as a title report or representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of a Title Insurance Policy, if any, is solely for the benefit of the Company. The sole liability of the Company and/or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations of the Final Title Insurance Policy jacket. Neither the Company nor its issuing agent

ALTA Commitment – Schedule BII-06





Fidelity National Title Insurance Company

SCHEDULE B – PART II CONTINUED

Title No. **14-0542SMS**

shall be liable to the proposed insured(s) or any other party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with this Title Insurance Policy.

12. Agreement recorded in Liber 274, folio 261
13. Agreement with Consolidated Gas Electric Light and Power Company recorded in Liber 857, folio 77
14. Right of Way to BG&E recorded in Liber 3867, folio 627
15. Subject to encroachments by fences across the lot lines of the insured property onto adjacent lands as shown on a location drawing dated June 17, 2014 made by Duley and Associates, Inc.
16. Subject to encroachments by edge of pavement across the lot lines of the insured property onto adjacent lands as shown on a location drawing dated June 17, 2014 made by Duley and Associates, Inc.
17. Notwithstanding the recitation of acreage contained in Schedule A hereof, nothing herein contained shall be construed as a guarantee of the accuracy of the computation of such acreage or square footage.

NOTE: This Policy will insure the Lender against actual loss or damage sustained by reason of a final Court Order by a Court of competent jurisdiction requiring forced removal of any above enumerated encroachments.

NOTE: Any exception stated in the Commitment for covenants, conditions or restrictions which indicate a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. 3607, and (c) relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

NOTE: None of the exceptions in this commitment may be waived without an endorsement to the commitment or revised commitment, signed by an authorized officer. Any attempt to remove any of the above exceptions without issuance of a proper endorsement to the commitment shall be void ab initio, *even if* done so in writing by the closing agent or authorized officer as part of a lender's closing instruction.

NOTE: Any title insurance commitment issued (and any supplements or amendments thereto), is solely for the purpose of facilitating the issuance of a policy of title insurance and is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

NOTE: The search of the public record that is performed is for title insurance purposes only. If the insured wishes to have a search performed for another purpose, the insured should contact an abstractor and separately order and purchase such other search.

NOTE: The only product this office provides is title insurance and the only services provided are closing services. A party who does not purchase title insurance may not rely on the title insurer or its agent to protect his or her interests or to disclose all detrimental information contained in the public record.





Fidelity National Title Insurance Company

SCHEDULE A

Title No. **14-0628SMS**

1. Effective Date: **May 15, 2014 at 8:00 am**

2. Policy or Policies to be issued: Amount of Insurance

(a) ALTA Owner's Policy (6/17/06) \$ *tbd*

Proposed Insured:

TBD

(b) ALTA Loan Policy (6/17/06) \$ *tbd*

Proposed Insured:

TBD, its successors and/or assigns as their interests may appear

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the fee simple estate or interest in said land is at the Effective Date vested in:

WEST NURSERY ROAD 1105 LLC

BEING the fee simple property which, by Deed dated May 16, 2014, and recorded among the Land Records of the County of Anne Arundel, State of Maryland, in Liber No. 27299, folio 378, was granted and conveyed by Thomas P. Dore, Mark S. Devan, Gerard F. Miles, Jr., Erin Gloth, Christine Drexel and Brian McNair, Substitute Trustees unto WEST NURSERY ROAD 1105 LLC.

5. The land referred to in this Commitment is described as follows:

See Attached Continuation of Schedule A for legal description

Countersigned:

District Title, A Corporation
1150 Connecticut Avenue, NW
Suite #201
Washington, DC 20036
PHONE 202-518-9300 FAX 202-518-9301

By: _____
Authorized Signatory





Fidelity National Title Insurance Company

SCHEDULE A CONTINUED

Title No. **14-0628SMS**

LEGAL DESCRIPTION

Being known and designated as Lot numbered Nineteen (19) of the subdivision known as Community Farms, situated on River Road as shown on a Plat Book G.W.I., as section 3, folio 210. (Now recorded among the Land Records of Anne Arundel County in Plat Book No. 15, Folio 48). The said plat showing the said tract number Nineteen to consist of Three and Ninety-Five One-Hundredths (3.95) Acres, and to have the following approximate dimensions: 150 feet 2 inches on the front; 169 feet 1 inch on the back; about 1120 feet along the southwest side and about 1190 feet along the northeast side.

The improvements thereon being known as 1105 Nursery Road, Linthicum, MD 21090

Tax # 05-127-07457000





Fidelity National Title Insurance Company

SCHEDULE B – PART I

REQUIREMENTS

Title No. **14-0628SMS**

The following are the requirements to be complied with:

1. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
2. The Company requires receipt in writing of the name of anyone not referred to in this commitment who will acquire an interest in the land or who will execute a deed of trust encumbering the land herein. Additional requirements and/or exceptions may then be added.
3. In the event that the final structure of the transaction to be insured is different from the structure set forth herein, the Company must be furnished with copies of all documents between the borrower/owner and secured lender for review. This Commitment is subject to the addition of requirements and/or exceptions or the deletion of certain requirements deemed necessary by the Company after review of these documents and disclosure of the final terms of the transaction.
4. In the event the proceeds of the loan to be secured by the mortgage to be insured are not to be fully disbursed at closing (or if any of the proceeds of the loan are to be deposited into a construction disbursement or similar account), the Company must be notified in writing prior to closing and this Commitment will be modified accordingly.
5. Pay all premiums, fees and charges for the policy(ies) to be issued.
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are paid and/or have released of record all liens or notice of intent to perfect a lien for labor or materials.
7. In the event an Advantage Policy is to be issued, THE RECORD OWNER OF THE PROPERTY TO BE INSURED MUST EXECUTE THE COMPANY'S "ADVANTAGE POLICY OWNER'S AFFIDAVIT." The final policy(ies) will be subject to any matters disclosed on said affidavit unless removed to the satisfaction of the Company.
8. Instruments in insurable form which must be duly executed, delivered and filed for record:
 - a. **Deed from WEST NURSERY ROAD 1105 LLC to TBD.**
 - b. **Deed of Trust to be properly executed by TBD in favor of TBD, to secure the proposed loan in the amount of \$ tbd.**
9. Payment of all taxes, charges and assessments levied against subject premises, which are due and payable.

For informational purposes only:

County/State Real Estate Taxes to Anne Arundel County for the period ending September 30, 2013, in the amount of \$4,452.61 are Paid and for the period ending December 31, 2013, in the amount of \$4,452.61 are Paid

Tax ID #: 512707457000

10. For WEST NURSERY ROAD 1105 LLC
 - c. Articles of Organization
 - d. Operating Agreement
 - e. Certificate of Good Standing (in the home state)
 - f. List of Members, if different or not clearly defined in the operating agreement





Fidelity National Title Insurance Company

SCHEDULE B – PART I CONTINUED

Title No. **14-0628SMS**

OR certification by approved attorney that (seller/borrower) is a valid and subsisting limited liability company in its state of organization and that execution and delivery of the document(s) required above is/are pursuant to the terms of its operating agreement.

Upon Receipt of the above additional requirements and/or exceptions may be added

11. Deed of Trust from WEST NURSERY ROAD 1105 LLC dated May 15, 2014, and recorded May 22, 2014, in Liber 27299, Folio 382, in the Land Records of Anne Arundel County, Maryland to David C. Barclay, Trustee, securing 4D Associates, LLC an indebtedness in the original principal sum of \$325,000.00. **TO BE PAID AND RELEASED OF RECORD AS TO PROPERTY SHOWN ON SCHEDULE A.** (Assignment recorded in Liber 27299, Folio 413)
12. Deed of Trust from WEST NURSERY ROAD 1105 LLC dated June 5, 2014, and to be recorded in the Land Records of Anne Arundel County, Maryland to Brendon M. Shepard, Esq., Trustee, securing Rainman Capital, LLC an indebtedness in the original principal sum of \$42,000.00. **TO BE PAID AND RELEASED OF RECORD AS TO PROPERTY SHOWN ON SCHEDULE A.**





Fidelity National Title Insurance Company

SCHEDULE B – PART II

EXCEPTIONS

Title No. **14-0628SMS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment. **NOTE: Upon receipt of a current owner/seller affidavit and indemnity, in form acceptable to the Company, this exception will be eliminated or amended according to the facts disclosed.**
2. Rights or claims of parties other than the Insured in actual possession of any or all of the property. **NOTE: Upon receipt of a current owner/seller affidavit and indemnity, in form acceptable to the Company, this exception will be eliminated or amended according to the facts disclosed.**
3. Easements, or claims of easements, not shown by the public records. **NOTE: Upon receipt of a current owner/seller affidavit and indemnity, in form acceptable to the Company, this exception will be eliminated or amended according to the facts disclosed.**
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land. **NOTE: Upon receipt of a current owner/seller affidavit and indemnity, in form acceptable to the Company, this exception will be eliminated or amended according to the facts disclosed.**
5. Any lien, or right to a lien, for services, labor or material heretofore or after furnished, imposed by law and not shown by the public records. **NOTE: Upon receipt of a current owner/seller affidavit and indemnity, in form acceptable to the Company, this exception will be eliminated or amended according to the facts disclosed.**
6. Taxes or special assessments which are not shown as existing liens by the public records. **NOTE: Upon receipt of a current owner/seller affidavit and indemnity, in form acceptable to the Company, this exception will be eliminated or amended according to the facts disclosed.**
7. In the event that an 8.1 endorsement is required: The following state statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 27 of COVERED RISKS: NONE
8. This Commitment and the final title policy do not insure Lender against loss or damage arising as a result of a lien established in Maryland in favor of a council of unit owners or in favor of a homeowners association which has or may gain priority over the lien of the Insured Mortgage on or after October 1, 2011 pursuant to Annotated Code of Maryland, Real Property Article, Title 11 ("Maryland Condominium Act") or Title 11B ("Maryland Homeowners Association Act").
9. Front foot benefit charges for 2014 and subsequent years, not yet due and payable.
10. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such charges payable on an annual basis which are not yet due and payable.
11. This Commitment for Title Insurance does NOT constitute a report of title and is not to be relied upon by the insured(s) or any other party as a title report or representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of a Title Insurance Policy, if any, is solely for the benefit of the Company. The sole liability of the Company and/or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations of the Final Title Insurance Policy jacket. Neither the Company nor its issuing agent

ALTA Commitment – Schedule BII-06





Fidelity National Title Insurance Company

SCHEDULE B – PART II CONTINUED

Title No. **14-0628SMS**

shall be liable to the proposed insured(s) or any other party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with this Title Insurance Policy.

12. Notwithstanding the recitation of acreage contained in Schedule A hereof, nothing herein contained shall be construed as a guarantee of the accuracy of the computation of such acreage or square footage.
13. Any state of facts disclosed by a current and accurate location survey of subject premises, provided that upon receipt and review, by Company, of such a survey, this exception will be deleted or modified in accordance with matters revealed thereby.

NOTE: This Policy will insure the Lender against actual loss or damage sustained by reason of a final Court Order by a Court of competent jurisdiction requiring forced removal of any above enumerated encroachments.

NOTE: Any exception stated in the Commitment for covenants, conditions or restrictions which indicate a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. 3607, and (c) relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

NOTE: None of the exceptions in this commitment may be waived without an endorsement to the commitment or revised commitment, signed by an authorized officer. Any attempt to remove any of the above exceptions without issuance of a proper endorsement to the commitment shall be void ab initio, *even if* done so in writing by the closing agent or authorized officer as part of a lender's closing instruction.

NOTE: Any title insurance commitment issued (and any supplements or amendments thereto), is solely for the purpose of facilitating the issuance of a policy of title insurance and is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

NOTE: The search of the public record that is performed is for title insurance purposes only. If the insured wishes to have a search performed for another purpose, the insured should contact an abstractor and separately order and purchase such other search.

NOTE: The only product this office provides is title insurance and the only services provided are closing services. A party who does not purchase title insurance may not rely on the title insurer or its agent to protect his or her interests or to disclose all detrimental information contained in the public record.





ECS MID-ATLANTIC, LLC

GEOTECHNICAL • CONSTRUCTION MATERIALS • ENVIRONMENTAL • FACILITIES

Proposal for

Proposal No. 02-15009-EP

Phase I Environmental Site Assessment

Nursery Road Properties

1105 West Nursery Road and 731 Helen Avenue

Linthicum, Maryland 21090

June 17, 2014





June 17, 2014

Mr. Sekou Mapp
Hartford Venture and Capital LLC
27 County Court
North Potomac, Maryland 20878

ECS Proposal No. 02-15009-EP

Proposal for: Phase I Environmental Site Assessment
1105 West Nursery Road and 731 Helen Avenue
Linthicum, Maryland 21090

Dear Mr. Mapp:

ECS Mid-Atlantic, LLC (ECS) is pleased to provide you with general specifications and a cost estimate for performing Phase I Environmental Site Assessment (ESA) at the above-referenced property. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated costs for completion of the proposed work.

PROJECT OVERVIEW

It is our understanding that the subject site consists of the 3.95-acre property at 1105 West Nursery Road and the adjacent 0.48-acre property at 731 Helen Avenue in Linthicum, Maryland. The properties are commercial and residential.

SCOPE OF SERVICE – PHASE I ESA

The Phase I ESA will be prepared in accordance with ASTM Standard E 1527-13, Standard Practice for Phase I Environmental Site Assessments for Commercial Real Estate. It would expedite matters if your office could provide ECS with the following:

- Previous ESAs or other environmental studies performed onsite;
- copies of updated site plans/plots which you may have available;
- a point of contact for site access;
- a current chain-of-ownership for the subject site back to at least 1940 (if one is available);
- the name and telephone number of the owner(s) for an interview; and,
- completed AAI questionnaire (see attached).

ENVIRONMENTAL DISCLOSURE

In accordance with the ASTM protocol, it is the obligation of the user to report to the environmental professional (i.e., ECS) any environmental liens encumbering the property or any specialized knowledge or experience of the user that would provide information about previous

ownership or uses of the property that may be material to identifying recognized environmental conditions. Based on this, ECS requests any previous environmental information related to the property.

COSTS

A lump sum cost for performance of the tasks that have been outlined above is attached. The proper performance of due diligence with respect to environmental site assessments requires both an on-site reconnaissance and a careful review of available applicable local, state and federal public records.

One copy of the ESA report will be forwarded electronically upon completion of the project for the quoted price. The attached lump sum cost (Table 1) is based on our experience with similar projects.

PROPOSAL ASSUMPTIONS

We have made the following assumptions in developing this proposal:

- Prices presented herein are valid for 120 days from the date of this proposal.
- One color electronic version (PDF format) of the report will be provided upon completion of the project. If requested, ECS will provide up to 2 original reports for the quoted fee. Additional bound reports requested will be provided for a nominal fee.
- The lump sum fee does not include the cost for Land Title Record and Judicial Record Search for Environmental Liens or Activity and Use Limitations associated with the subject site (see Question 1 on the Attached Questionnaire). Please forward the results of the land title record and judicial record review for our report. Failure to provide this information may preclude CERCLA liability protections. If you would prefer, we can obtain this Land Title Record and Judicial Record Search for Environmental Liens or Activity and Use Limitations from a third party provider for an additional fee of \$225.00 per parcel for the subject site.
- The lump sum fee offered for the Phase I ESA does not include expanded reviews of regulatory files for the subject site and nearby properties which are not available electronically or reasonably ascertainable within the project schedule. If the site or nearby properties are identified on federal or state regulatory lists, if requested as an additional service, ECS will attempt to obtain this information from the appropriate regulatory office for an approximate fee of \$750.00 or less. Please note the ASTM 1527-13 standard indicates files available for the subject or adjoining sites should be reviewed and failure to do so may result in data gaps in our report.
- If requested ECS will prepare one draft version of the report for review, comment and revision at no additional charge. Also, if requested ECS will also take part in follow up conversations regarding the report. If additional revisions or multiple follow up conversations are requested, the client will be charged at a rate \$95/hour for these services. ECS will not charge these additional fees without prior authorization from the client.

- ECS has not included provisions for evaluation of non-scope items (i.e. asbestos, wetlands, mold, etc.) which may pose a business environmental risk (BER) to the subject site. If requested, ECS can discuss additional scope items which may apply.

SCHEDULE


Our proposed scope of services can be initiated after we receive formal authorization to proceed. We anticipate that the proposed investigation for the subject site can be completed within two to three weeks of authorization to proceed.


Attached to this letter, and an integral part of our proposal, are our "Terms and Conditions of Service." These conditions represent the current recommendations of the ASFE, the Consulting Engineers' Council, and the Geoinstitute of the American Society of Civil Engineers.

This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the attached proposal acceptance page to us. If you have any questions, please feel free to contact us.

Respectfully,

ECS Mid-Atlantic, LLC


Gregory Mclsaac
Environmental Department Manager


Christina Simini
Environmental Scientist

Enclosures: Table 1 – Lump Sum Costs
Proposal Acceptance Page
Environmental Questionnaire for User
Terms and Conditions of Service

TABLE I

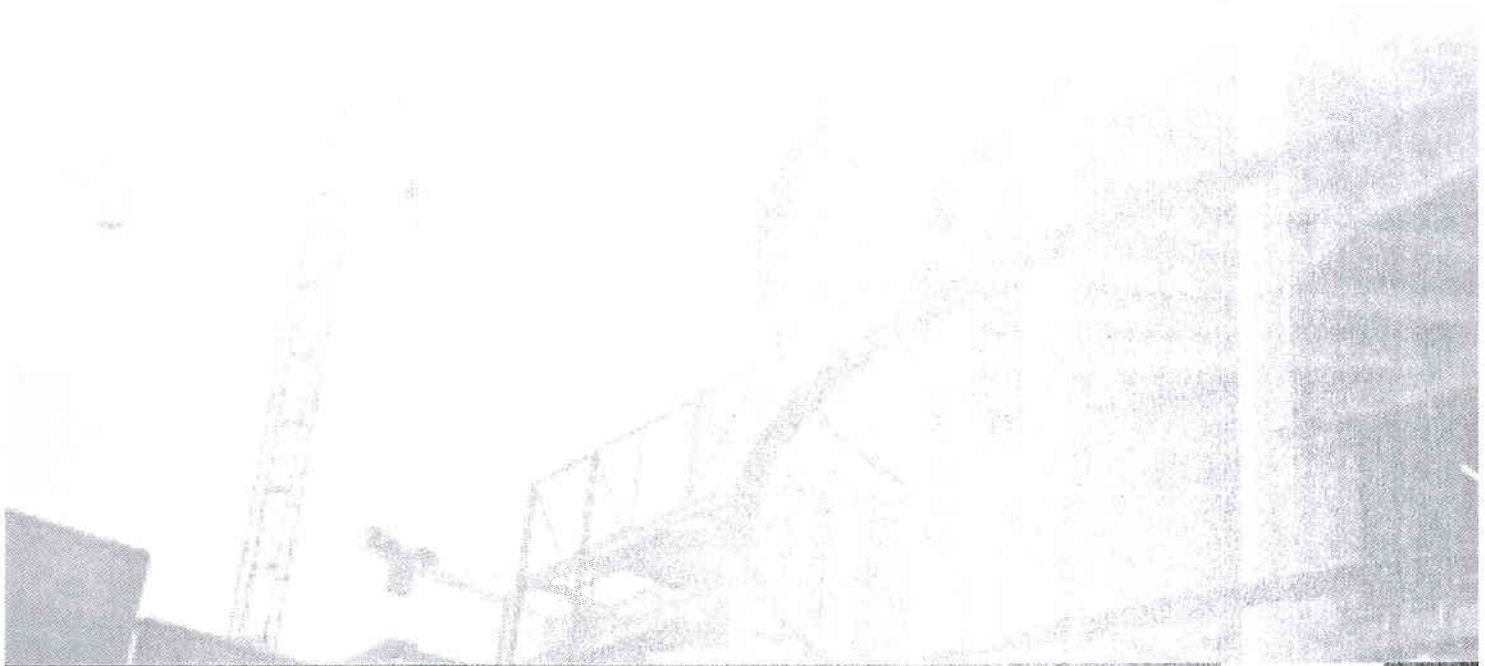
LUMP SUM COSTS

PHASE I ENVIRONMENTAL SITE ASSESSMENT
NURSERY ROAD PROPERTIES
1105 WEST NURSERY ROAD AND 731 HELEN AVENUE
LINTHICUM, MARYLAND
ECS PROPOSAL NO. 02-15009-EP

<u>1. ENVIRONMENTAL SITE ASSESSMENT</u>	<u>COSTS</u>
a. Phase I ESA (lump sum)	\$ 1,800.00 <i>DK</i>
b. Land Title Record and Judicial Record Research for Environmental Liens Per Parcel (see Question 1 on Attached Questionnaire)	\$ 225.00 *

* Initial here if you would like ECS to perform the Environmental Lien Research _____

** not require. we will send title contact that will provide info*



PROPOSAL ACCEPTANCE

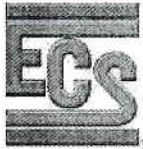
Proposal No.: 02-15009-EP
Scope of Work: Phase I Environmental Site Assessment
Location: Nursery Road Properties
1105 West Nursery Road and 731 Helen Avenue
Linthicum, Maryland

Client Signature: [Signature] Date: 6/19/14
Managing Partner West Nursery Rd 1105 LLC

Please complete and return this page to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION
(Please Print or Type)

Name of Client: West Nursery Rd 1105 LLC
Name of Contact Person: Sekou Mapp
Telephone No. of Contact Person: 240-432-4239
E-mail Address of Contact Person: finance@hartfordve.com
Party Responsible for Payment: West Nursery Rd 1105 LLC
Company Name: West Nursery Rd 1105 LLC
Person/Title: _____
Department: _____
Billing Address: 27 County Ct
North Potomac MD 20878
Telephone Number: 240-432-4239
Fax Number: 240-845-1094
E-mail Address: finance@hartfordve.com
Client Project/Account Number: 1105 W Nursery / 731 Helen
Special Conditions for Invoice: 50% due now / 50% due closing
Submittal and Approval: _____



Environmental Questionnaire for User
(required for conformance with ASTM E 1527-13)

Please fax answers to questions back to ECS Environmental Dept. at 410-859-4324 or email to csimini@ecsimited.com.

Property:

Nursery Road Properties
1105 West Nursery Road and 731 Helen Avenue
Linthicum, Maryland 21090

(1.) Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25).

ASTM E 1527-13 states that the user (ECS' client) should perform a review of recorded land title records and judicial records for *environmental liens or activity and use limitations* for the site. Please forward the results of the land title record and judicial record review. If you would prefer, ECS can obtain this information from a third party provider for an additional fee. Please let us know if you would like to contract ECS for this service.

(2.) Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).

Are you aware of any AULs, such as *engineering controls*, *land use restrictions* or *institutional controls* that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

(3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).

As the *user* of this *ESA* do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an adjoining *property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?

(4.) Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).

Does the purchase price being paid for this *property* reasonably reflect the fair market value of the *property*? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *property*?

(5.) Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).

Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example, as *user*,

- (a.) Do you know the past uses of the *property*?
- (b.) Do you know of specific chemicals that are present or *once were present* at the *property*?
- (c.) Do you know of spills or other chemical releases that have taken place at the *property*?
- (d.) Do you know of any environmental cleanups that have taken place at the *property*?

(6.) The degree of obviousness of the presence of likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).

As the *user* of this *ESA*, based on your knowledge and experience related to the *property* are there any *obvious* indicators that point to the presence or likely presence of contamination at the *property*?

(7.) ASTM E 1527-13 indicates that, "Either the user shall make known to the environmental professional the reason why the user wants to have the Phase I Environmental Site Assessment performed or, if the user does not identify the purpose of the Phase I Environmental Site Assessment, the environmental professional shall assume the purpose is to qualify for an LLP to CERCLA liability and state this in the report."

As the user of this *ESA*, what is the reason for conducting the Phase I *ESA*? If this question is unanswered, ECS will assume that the user's reason for the *ESA* is to qualify for landowner liability protections to CERCLA liability.

ECS MID-ATLANTIC, LLC
TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS Mid-Atlantic, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS

harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Site to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of specialized testing, sampling, or testing equipment may cause minor, but correctable, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from its procedures associated with the exploration, sampling or testing activities as a result of the discovery of Hazardous Materials or the ECS findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise its Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT acknowledges that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, lines, conduits, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, but which are shown on the Underground Utility Information and are not specifically marked or located by the utility owners, governmental or quasi-governmental agencies, or private utility locating services as a result of ECS' or ECS' subcontractors' removal or utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Site rock, water, soil, sediment and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are approved by CLIENT and mutually agreed upon by ECS in writing, ECS will retain, handle and evaluation in laboratory testing for up to sixty (60) calendar days after the sampling or any document containing data obtained from such samples. Samples constructed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT agrees otherwise, and excepting those issues covered in Section 10.0, CLIENT appoints ECS to organize of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL OBLIGATIONS

10.1 Where Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety and environmental hazards in accordance with the Standard of Care. CLIENT agrees to reimburse ECS for such efforts.

10.2 Where Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containing, organizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the removal, removal, transport, and disposal of such contaminated materials, and arranging for disposal by-products in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall also manifest for the disposal of substances provided by the contractor and shall otherwise exercise prudence in arranging for such requests.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall be responsible for CLIENT'S agent notwithstanding any other provision of this AGREEMENT. In the contract, ECS will not assume the role of, nor be considered a contractor, agent, transporter or disposer of Hazardous Materials.

10.5 Sampling activities may result in unavoidable cross-contamination of certain subsurface media, as when a probe or excavation/boring device moves through a contaminated area and lands in to an aquifer, underground stream, pervious soil strata, or other hydrologic body not previously contaminated, or connects an unconfined aquifer with a contaminated one. Because sampling is an essential aspect of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. However, such activities were performed in accordance with the Standard of Care. CLIENT waives releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it (the "Documents of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to

the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification".

15.0 BILLINGS AND PAYMENTS

15.1 Billing will be based on the unit rates, plus travel costs, and other reimbursable expenses as set forth in the Professional Fees section of the Proposal. Any Estimate of Professional Fees provided in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually in accordance with the Consumer Price Index for the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds or falls below 100.

15.3 Should ECS confirm a Change Order, ECS shall notify the CLIENT of the Change Order. ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, Professional Fees, and time schedule.

15.4 CLIENT acknowledges that the basis of its expense with respect to payment of ECS' invoices and any final payment is a material consideration for this agreement. All payments shall be made in U.S. dollars upon U.S. banks and in accordance with the terms and conditions set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice within 15 calendar days of the date of the dispute. If more than fifteen (15) calendar days of the invoice, CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent of the total number of bills allowed by Law, whichever is lower) of the undisputed amount of funds for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoice amount in dispute. All payments will be applied to accrued interest first and then to the undisputed amount. Payment of invoices shall not be subject to a contractual dispute resolution process by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain necessary zoning, approval of governmental or regulatory agencies, permits, final completion of a lawsuit, CLIENT'S successful completion of the Project, completion of a real estate transaction, receipt of payment from CLIENT'S clients or any other event unrelated to ECS' provision of Services. Payment shall not be withheld from any payment, nor shall any deduction be made from any invoice or amount of liability, unincurred damages, or other sums incurred by CLIENT, including third party costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in pending or completed legal recovery under a bond, collecting any delinquent payment due or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT shall promptly inform ECS of any defects or suspected defects in the Services so that ECS can take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Services shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-remedied information, the errors, omissions, defective materials, or improper installation or installation of CLIENT'S personnel, consultants or contractors, or work not checked or inspected by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Remedial actions, procedures and plans required as a result of jurisdictional review of CLIENT'S claims shall not be considered to be defects. CLIENT shall compensate ECS for the remedial cost of such Services.

17.0 INSURANCE - CLIENT shall retain and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and other liability insurance policies in coverage amounts it deems reasonable and prudent. CLIENT shall furnish certificates of insurance upon request. The CLIENT is responsible for purchasing specific inclusions or limits of coverage that are not provided in the above coverage. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT'S UNDERLYING ASSUMED RISK IS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL NEGLIGENCE OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, COSTS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS:

18.1.1 If the proposed fee is \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000 or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fee is more than \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$40,000 or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage,

or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 **INDEMNIFICATION**

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. If CLIENT is a HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 **CONSEQUENTIAL DAMAGES**

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 **SOURCES OF RECOVERY**

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of or in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 **DISPUTE RESOLUTION**

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representatives of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed.

23.2 If the Dispute is not resolved in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.3 CLIENT shall name an entity (either directly or in the form of a third-party claim) against ECS within CLIENT'S first notice provided ECS with a written certification completed by an independent engineer licensed in the jurisdiction in which the Project is being performed by certifying each and every act or omission which the Parties believe constitutes a violation of the Standard of Care. Such certificate shall be a pre-condition to the institution of any judicial proceeding and shall be provided to ECS immediately upon receipt of the institution of such judicial proceedings.

23.4 Litigation shall be resolved in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that venue is applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive arbitration and for a trial by jury.

24.0 **FORCE MAJEURE**

24.1 A party that holds the other has materially breached these Terms shall issue a written notice to the other identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or provide a final resolution to the dispute at such time. If a cure can be agreed to or the dispute otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall combine their understandings to writing and continue on as if nothing occurred.

24.2 Both parties hereby agree that any provision by these Terms in curing an actual or alleged breach shall not be construed to have any effect on the application of such provisions of law as may be applicable.

25.0 **TERMINATION**

25.1 CLIENT or ECS may terminate this agreement or breach of these terms, non-payment of a billable invoice, or failure to pay a bill, at the option of termination, the effecting party shall so notify the other party in writing and termination shall become effective immediately upon receipt of the termination notice.

25.2 In the event of termination or final effect termination, or the cause therefore, ECS shall provide a bill to CLIENT a bill invoice and CLIENT shall immediately compensate ECS for all fees, charges and costs incurred including those Services not completed, mobilization, demobilization, including without limitation, demobilizing, mobilization, rechartering, and reassignment personnel.

25.3 **TIME BAR PROVISION** - CLIENT, unless prohibited by law, and notwithstanding any Statute of limitations, shall not be permitted to bring a claim against ECS, and ECS agree that a lawsuit by either party against the other for a breach or violation of the Standard of Care, non-payment of a billable invoice, or failure to pay a bill, must be initiated in a court of competent jurisdiction no later than three (3) years from the time the party knew, or should have known, of the nature and conditions giving rise to its claim, and shall under no circumstances be allowed to be initiated more than three (3) years from the date of substantial completion of the Project.

27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs, and legal representatives of such other party with respect to all covenants of these Terms, including that of the TO-DO list assigned these Terms, any rights thereunder, or any cause of action arising therefrom in whole or in part, without the written consent of the other. Any proposed assignment or transfer, except as permitted above, shall be deemed null, void and of no effect and the party who assigns shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void and the remaining provisions shall continue in full force and effect. If a court of law shall find any provision to violate a voided provision with a valid alternative that expresses the intent of the issues covered by the original provision.

29.0 **SUBSTITUTION** - In the event of termination of the agreement the responsibility or liability between the CLIENT and ECS shall remain the substantial portion of Services and the tangible and intangible assets.

30.0 **ATTACHMENTS**

30.1 The attached forms and drawings referenced only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all attachments, specifications, and drawings appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior terms, conditions, and agreements are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement (approved by both parties) shall be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All drawings, specifications and conditions of CLIENT'S purchase order, Work orders, forms, and other service related material forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S acceptance of a work order constitutes the submission of a start work report and the acceptance of the start work report constitutes CLIENT'S acknowledgment of this Proposal and its agreement to be fully bound the foregoing Terms. CLIENT shall provide ECS with a signed copy of these Terms or the attached Work Authorization. CLIENT agrees that by authorizing and accepting the Services to ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

APPENDIX III

REGULATORY RECORDS DOCUMENTATION



Nursery Road Properties

1105 W Nursery Rd and 731 Helen Ave
Linthicum Heights, MD 21090

Inquiry Number: 3978870.2s

June 20, 2014

FirstSearch Area/Linear Report

Search Summary Report

**TARGET SITE 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090**

Category	Sel	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<i>NPL</i>	Y	0	0	0	0	0	0	0
<i>NPL Delisted</i>	Y	0	0	0	0	0	0	0
<i>CERCLIS</i>	Y	0	0	0	0	-	0	0
<i>NFRAP</i>	Y	0	0	0	0	-	0	0
<i>RCRA COR ACT</i>	Y	0	0	0	0	0	0	0
<i>RCRA TSD</i>	Y	0	0	0	0	-	0	0
<i>RCRA GEN</i>	Y	0	0	1	-	-	1	2
<i>Federal IC / EC</i>	Y	0	0	0	0	-	0	0
<i>ERNS</i>	Y	0	-	-	-	-	0	0
<i>State/Tribal CERCLIS</i>	Y	0	0	0	0	0	1	1
<i>State/Tribal SWL</i>	Y	0	0	0	0	-	0	0
<i>State/Tribal LTANKS</i>	Y	0	1	1	6	-	1	9
<i>State/Tribal Tanks</i>	Y	0	1	0	-	-	0	1
<i>State/Tribal VCP</i>	Y	0	0	0	0	-	0	0
<i>ST/Tribal Brownfields</i>	Y	0	0	0	0	-	0	0
<i>US Brownfields</i>	Y	0	0	0	0	-	0	0
<i>Other Haz Sites</i>	Y	0	-	-	-	-	0	0
<i>Spills</i>	Y	0	-	-	-	-	0	0
<i>Other</i>	Y	0	0	1	-	-	1	2
- Totals --		0	2	3	6	0	4	15

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Search Summary Report

**TARGET SITE: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090**

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
NPL	NPL	10/25/2013	1.000	0	0	0	0	0	0	0
	Proposed NPL	10/25/2013	1.000	0	0	0	0	0	0	0
NPL Delisted	Delisted NPL	10/25/2013	1.000	0	0	0	0	0	0	0
CERCLIS	CERCLIS	10/25/2013	0.500	0	0	0	0	-	0	0
NFRAP	CERC-NFRAP	10/25/2013	0.500	0	0	0	0	-	0	0
RCRA COR ACT	CORRACTS	03/11/2014	1.000	0	0	0	0	0	0	0
RCRA TSD	RCRA-TSDF	03/11/2014	0.500	0	0	0	0	-	0	0
RCRA GEN	RCRA-LQG	03/11/2014	0.250	0	0	0	-	-	0	0
	RCRA-SQG	03/11/2014	0.250	0	0	0	-	-	1	1
	RCRA-CESQG	03/11/2014	0.250	0	0	1	-	-	0	1
Federal IC / EC	US ENG CONTROLS	12/17/2013	0.500	0	0	0	0	-	0	0
	US INST CONTROL	12/17/2013	0.500	0	0	0	0	-	0	0
ERNS	ERNS	09/30/2013	TP	0	-	-	-	-	0	0
State/Tribal CERCLIS	SHWS	10/01/2009	1.000	0	0	0	0	0	1	1
State/Tribal SWL	SWF/LF	03/31/2014	0.500	0	0	0	0	-	0	0
State/Tribal LTANKS	OCPCASES	03/18/2014	0.500	0	1	1	6	-	1	9
	INDIAN LUST	02/01/2013	0.500	0	0	0	0	-	0	0
State/Tribal Tanks	UST	03/18/2014	0.250	0	1	0	-	-	0	1
	AST	03/18/2014	0.250	0	0	0	-	-	0	0
	INDIAN UST	02/01/2013	0.250	0	0	0	-	-	0	0
State/Tribal VCP	VCP	02/01/2013	0.500	0	0	0	0	-	0	0
ST/Tribal Brownfields	BROWNFIELDS	03/11/2014	0.500	0	0	0	0	-	0	0
US Brownfields	US BROWNFIELDS	03/20/2014	0.500	0	0	0	0	-	0	0
Other Haz Sites	US CDL	03/04/2014	TP	0	-	-	-	-	0	0

Search Summary Report

**TARGET SITE: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090**

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
Spills	HMIRS	12/31/2013	TP	0	-	-	-	-	0	0
	SPILLS 90	07/15/2012	TP	0	-	-	-	-	0	0
Other	RCRA NonGen / NLR	03/11/2014	0.250	0	0	1	-	-	1	2
	TRIS	12/31/2011	TP	0	-	-	-	-	0	0
	TSCA	12/31/2006	TP	0	-	-	-	-	0	0
	FTTS	04/09/2009	TP	0	-	-	-	-	0	0
	SSTS	12/31/2009	TP	0	-	-	-	-	0	0
	ICIS	05/06/2014	TP	0	-	-	-	-	0	0
	PADS	06/01/2013	TP	0	-	-	-	-	0	0
	MLTS	07/22/2013	TP	0	-	-	-	-	0	0
	RADINFO	04/08/2014	TP	0	-	-	-	-	0	0
	FINDS	11/18/2013	TP	0	-	-	-	-	0	0
	RAATS	04/17/1995	TP	0	-	-	-	-	0	0
	INDIAN RESERV	12/31/2005	1.000	0	0	0	0	0	0	0
	PRP	04/15/2013	TP	0	-	-	-	-	0	0
	US AIRS	10/23/2013	TP	0	-	-	-	-	0	0
	- Totals --				0	2	3	6	0	4

Site Information Report

Request Date: JUNE 20, 2014
Request Name: CHRISTINA SIMINI

Search Type: COORD
Job Number: 7303

Target Site: 1105 W NURSERY RD AND 731 HELEN AVE
 LINTHICUM HEIGHTS, MD 21090

Site Location

	<u>Degrees (Decimal)</u>	<u>Degrees (Min/Sec)</u>	<u>UTMs</u>
Longitude:	76.672000	76.6720000 - 76° 40' 19.20"	Easting: 355663.8
Latitude:	39.221800	39.2218000 - 39° 13' 18.48"	Northing: 4342514.0
Elevation:	86 ft. above sea level		Zone: Zone 18

Demographics

Sites: 11	Non-Geocoded: 5	Population: N/A			
RADON					
EPA Region 3 Statistical Summary Readings for Zip Code: 21090					
Number of sites tested: 73.					
Maximum Radon Level: 27.4 pCi/L.					
Minimum Radon Level: 0.2 pCi/L.					
<u>pCi/L</u> <u><4</u>	<u>pCi/L</u> <u>4-10</u>	<u>pCi/L</u> <u>10-20</u>	<u>pCi/L</u> <u>20-50</u>	<u>pCi/L</u> <u>50-100</u>	<u>pCi/L</u> <u>>100</u>
58 (79.45%)	12 (16.44%)	1 (1.37%)	2 (2.74%)	0 (0.00%)	0 (0.00%)
<hr/>					
Federal EPA Radon Zone for ANNE ARUNDEL County: 2					
Note: Zone 1 indoor average level > 4 pCi/L.					
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.					
: Zone 3 indoor average level < 2 pCi/L.					

Target Site Summary Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE JOB: 7303
LINTHICUM HEIGHTS, MD 21090

TOTAL: 16 GEOCODED: 11 NON GEOCODED: 5

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
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No sites found for target address

Sites Summary Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

TOTAL: 16

GEOCODED: 11

NON GEOCODED: 5

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
1	UST --16093 --Currently In Use	LAKSON MART	500 PROGRESS DRIVE LINTHICUM HEIGHTS, MD 21090	0.12 SSE	- 9	1
1	OCPCASES --06-0228AA --CLOSED	LAKSON MART	500 PROGRESS DRIVE LINTHICUM HEIGHTS, MD 21090	0.12 SSE	- 9	3
A2	OCPCASES --99-1426AA1 --9-0288AA --CLOSED	MERCANTILE REALTY INC	766 OLD HAMMONDS FERRY RD LINTHICUM, MD 20755	0.21 ESE	+ 3	4
A3	RCRA NonGen / NLR M.B.C. REALTY --MDP000007901		766 OLD HAMMONDS FERRY RO LINTHICUM, MD 21090	0.21 ESE	+ 3	5
A4	RCRA-CESQG --MDR000004861	MBC REALTY INC	766 OLD HAMMONDS FERRY RD LINTHICUM, MD 21090	0.21 ESE	+ 3	7
5	OCPCASES --98-1047AA1 --CLOSED	MERCANTILE BANK LOC BUILDING	766 HAMMONDS FERRY ROAD LINTHICUM HEIGHTS, MD 21090	0.27 ENE	- 54	9
6	OCPCASES --02-0909AA1 --CLOSED	HOWARD SUBWAY RESTAURANT	711 N HAMMONDS FERRY RD LINTHICUM, MD 21090	0.30 ENE	- 36	10
7	OCPCASES --01-0949AA1 --CLOSED	BOBBY JACKSON	1336-37 NURSERY RD LINTHICUM, MD 21090	0.35 SW	+ 9	11
8	OCPCASES --94-2173AA1 --CLOSED	AMOCO STATION	816 NURSERY RD LINTHICUM HEIGHTS, MD 21090	0.36 ENE	- 46	12
9	OCPCASES --95-2254AA1 --CLOSED	MARITIME INSTITUTE	700 MARITIME LANE LINTHICUM HEIGHTS, MD 21090	0.42 SSE	+ 19	13

Sites Summary Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

TOTAL: 16

GEOCODED: 11

NON GEOCODED: 5

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
10	OCPCASES --99-1744AA1 --CLOSED	LINTHICUM MOTORS PROPERTY	1420 NURSERY RD LINTHICUM, MD 21090	0.47 SSW	+ 49	14

Sites Summary Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

TOTAL: 16

GEOCODED: 11

NON GEOCODED: 5

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
	RCRA-SQG --MDD000824631	SHERWIN WILLIAMS CO THE	6925 SAN TOMAS RD RT 100 ELK RIDGE, MD 21227	NON GC	N/A	N/A
	SHWS --(MD-080) --Formerly Investigated Site	SMUCK DUMP	HOLLINS FERRY RD LANDSDOWNE, MD 21227	NON GC	N/A	N/A
	OCPCASES --91-1131AA1 --CLOSED	AIRPORT SQUARE PROPERTIES	82 ELKRIDGE LANDING RD LINTHICUM, MD 21090	NON GC	N/A	N/A
	MANIFEST	GREG MISHKO	2927 PULASKI HIGHWAY LINTHICUM, MD 21090	NON GC	N/A	N/A
	RCRA NonGen / NLR --MDD981038680	MARYLAND STATE HIGHWAY ADMINIS	US RT 1 SOUTHBOUND RELAY, MD 21227	NON GC	N/A	N/A

Site Detail Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

UST

EDR ID: U004022413 **DIST/DIR:** 0.121 SSE **ELEVATION:** 77 **MAP ID:** 1

NAME: LAKSON MART **Rev:** 03/18/2014
ADDRESS: 500 PROGRESS DRIVE ID/Status: 16093
LINTHICUM HEIGHTS, MD 21090 ID/Status: Currently In Use
ANNE ARUNDEL
SOURCE: MD Department of the Environment

UST:

Facility Id: 16093
Oper Name: Abbas Lakhani
Form Name: Abbas Lakhani
Form Title: Manager
Form Date: 02/03/2011
Owner Id: 10556

Owner:
Owner Name: Amafhh Holdings LLC
Owner Address: 500 Progress Drive
Owner City: Linthicum Heights
Owner State: MD
Owner Zip: 21090
Owner Phone: (410) 636-9691
Owner Contact: Abbas Lakhani

Tanks:

Tank ID: 1
Tank Status: Not reported
Tank Capacity: 20000
Substance Description: Gasohol
Tank Compartment: True
Compartment Compartment: A
Date Intalled: 06/01/2005
Tank Material Desc: Composite (Steel w/ FRP)
Pipe Material Desc: Flexible Plastic

Tank ID: 1
Tank Status: Not reported
Tank Capacity: 10000
Substance Description: Gasohol
Tank Compartment: True
Compartment Compartment: B
Date Intalled: 06/01/2005
Tank Material Desc: Composite (Steel w/ FRP)
Pipe Material Desc: Flexible Plastic

Tank ID: 2
Tank Status: Not reported
Tank Capacity: 12000
Substance Description: Diesel
Tank Compartment: False
Compartment Compartment: A

- Continued on next page -

Site Detail Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

UST

EDR ID: U004022413 **DIST/DIR:** 0.121 SSE **ELEVATION:** 77 **MAP ID:** 1

NAME: LAKSON MART

Rev: 03/18/2014

ADDRESS: 500 PROGRESS DRIVE
LINTHICUM HEIGHTS, MD 21090
ANNE ARUNDEL

ID/Status: 16093
ID/Status: Currently In Use

SOURCE: MD Department of the Environment

Date Intalled: 06/01/2005
Tank Material Desc: Composite (Steel w/ FRP)
Pipe Material Desc: Flexible Plastic

Site Detail Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

OCPCASES

EDR ID: U004022413 **DIST/DIR:** 0.121 SSE **ELEVATION:** 77 **MAP ID:** 1

NAME: LAKSON MART
ADDRESS: 500 PROGRESS DRIVE
LINTHICUM HEIGHTS, MD 21090
ANNE ARUNDEL
SOURCE: MD Department of Environment

Rev: 03/18/2014
ID/Status: 06-0228AA
ID/Status: CLOSED

OCP:
Facility ID: 06-0228AA
Facility Status/Code: CLOSED/New Installation - Motor/Lube Oil
Date Open: 09/20/2005
Date Closed: 02/06/2006
Release: NO
Cleanup: NO
Registration Number: 16093

Site Detail Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

OCPCASES

EDR ID: S108473846 **DIST/DIR:** 0.206 ESE **ELEVATION:** 89 **MAP ID:** A2

NAME: MERCANTILE REALTY INC
ADDRESS: 766 OLD HAMMONDS FERRY RD
LINTHICUM, MD 20755
ANNE ARUNDEL
SOURCE: MD Department of Environment

Rev: 03/18/2014
ID/Status: 99-1426AA1
ID/Status: 9-0288AA
ID/Status: CLOSED

OCP:
Facility ID: 99-1426AA1
Facility Status/Code: CLOSED/Tank Closure - Motor/Lube Oil
Date Open: 12/07/1998
Date Closed: 03/20/1999
Release: NO
Cleanup: NO
Registration Number: 2941

Facility ID: 9-0288AA
Facility Status/Code: CLOSED/
Date Open: 08/25/1988
Date Closed: 08/25/1988
Release: Not reported
Cleanup: Not reported
Registration Number: 2941

Site Detail Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

RCRA NonGen / NLR

EDR ID: 1007095450 **DIST/DIR:** 0.206 ESE **ELEVATION:** 89 **MAP ID:** A3

NAME: M.B.C. REALTY

Rev: 03/11/2014

ADDRESS: 766 OLD HAMMONDS FERRY ROAD
LINTHICUM, MD 21090
ANNE ARUNDEL

ID/Status: MDP000007901

SOURCE: US Environmental Protection Agency

RCRA NonGen / NLR:

Date form received by agency: 01/30/2003

Facility name: M.B.C. REALTY

Facility address: 766 OLD HAMMONDS FERRY ROAD

LINTHICUM, MD 210900000

EPA ID: MDP000007901

Contact: DAVID R LEGG

Contact address: Not reported

Not reported

Contact country: Not reported

Contact telephone: (410) 347-8257

Contact email: Not reported

EPA Region: 03

Land type: Private

Classification: Non-Generator

Description: Handler: Non-Generators do not presently generate hazardous waste

Handler Activities Summary:

U.S. importer of hazardous waste: No

Mixed waste (haz. and radioactive): No

Recycler of hazardous waste: No

Transporter of hazardous waste: No

Treater, storer or disposer of HW: No

Underground injection activity: No

On-site burner exemption: No

Furnace exemption: No

Used oil fuel burner: No

Used oil processor: No

User oil refiner: No

Used oil fuel marketer to burner: No

Used oil Specification marketer: No

Used oil transfer facility: No

Used oil transporter: No

Historical Generators:

Date form received by agency: 06/30/1994

Facility name: M.B.C. REALTY

Classification: Large Quantity Generator

Violation Status: No violations found

Evaluation Action Summary:

Evaluation date: 01/30/2003

- Continued on next page -

Site Detail Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

RCRA NonGen / NLR

EDR ID: 1007095450 **DIST/DIR:** 0.206 ESE **ELEVATION:** 89 **MAP ID:** A3

NAME: M.B.C. REALTY

Rev: 03/11/2014

ADDRESS: 766 OLD HAMMONDS FERRY ROAD
LINTHICUM, MD 21090
ANNE ARUNDEL

ID/Status: MDP000007901

SOURCE: US Environmental Protection Agency

Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE

Area of violation: Not reported

Date achieved compliance: Not reported

Evaluation lead agency: State

Site Detail Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

RCRA-CESQG

EDR ID: 1004720374 **DIST/DIR:** 0.206 ESE **ELEVATION:** 89 **MAP ID:** A4

NAME: MBC REALTY INC **Rev:** 03/11/2014
ADDRESS: 766 OLD HAMMONDS FERRY RD **ID/Status:** MDR000004861
LINTHICUM, MD 21090
ANNE ARUNDEL
SOURCE: US Environmental Protection Agency

RCRA-CESQG:

Date form received by agency: 07/10/1995
Facility name: MBC REALTY INC
Facility address: 766 OLD HAMMONDS FERRY RD
LINTHICUM, MD 21090
EPA ID: MDR000004861
Contact: JANE DUMONT
Contact address: 766 OLD HAMMONDS FERRY RD
LINTHICUM, MD 21090
Contact country: US
Contact telephone: (410) 347-8257
Contact email: Not reported
EPA Region: 03
Classification: Conditionally Exempt Small Quantity Generator
Description: Handler: generates 100 kg or less of hazardous waste per calendar month, and accumulates 1000 kg or less of hazardous waste at any time; or generates 1 kg or less of acutely hazardous waste per calendar month, and accumulates at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste

Owner/Operator Summary:

Owner/operator name: MBC REALTY INC
Owner/operator address: 766 OLD HAMMONDS FERRY RD
LINTHICUM, MD 21090
Owner/operator country: Not reported
Owner/operator telephone: (410) 347-8257
Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No
Mixed waste (haz. and radioactive): No

- Continued on next page -

Site Detail Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

RCRA-CESQG

EDR ID: 1004720374 **DIST/DIR:** 0.206 ESE **ELEVATION:** 89 **MAP ID:** A4

NAME: MBC REALTY INC

Rev: 03/11/2014

ADDRESS: 766 OLD HAMMONDS FERRY RD
LINTHICUM, MD 21090
ANNE ARUNDEL

ID/Status: MDR000004861

SOURCE: US Environmental Protection Agency

Recycler of hazardous waste: No
Transporter of hazardous waste: No
Treater, storer or disposer of HW: No
Underground injection activity: No
On-site burner exemption: No
Furnace exemption: No
Used oil fuel burner: No
Used oil processor: No
User oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No

Hazardous Waste Summary:
Waste code: NONE
Waste name: None

Violation Status: No violations found

Site Detail Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

OCPCASES

EDR ID: U003752226 **DIST/DIR:** 0.274 ENE **ELEVATION:** 32 **MAP ID:** 5

NAME: MERCANTILE BANK LOC BUILDING
ADDRESS: 766 HAMMONDS FERRY ROAD
LINTHICUM HEIGHTS, MD 21090
ANNE ARUNDEL

Rev: 03/18/2014
ID/Status: 98-1047AA1
ID/Status: CLOSED

SOURCE: MD Department of Environment

OCP:
Facility ID: 98-1047AA1
Facility Status/Code: CLOSED/Tank Closure - Motor/Lube Oil
Date Open: 11/17/1997
Date Closed: 08/13/1998
Release: YES
Cleanup: YES
Registration Number: 2941

Site Detail Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

OCPCASES

EDR ID: S113767126 **DIST/DIR:** 0.301 ENE **ELEVATION:** 50 **MAP ID:** 6

NAME: HOWARD SUBWAY RESTAURANT
ADDRESS: 711 N HAMMONDS FERRY RD
LINTHICUM, MD 21090
ANNE ARUNDEL

Rev: 03/18/2014
ID/Status: 02-0909AA1
ID/Status: CLOSED

SOURCE: MD Department of Environment

OCP:
Facility ID: 02-0909AA1
Facility Status/Code: CLOSED/B-9
Date Open: 01/11/2002
Date Closed: 03/26/2002
Release: YES
Cleanup: YES
Registration Number: Not reported

Site Detail Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

OCPCASES

EDR ID: S104848182 **DIST/DIR:** 0.348 SW **ELEVATION:** 95 **MAP ID:** 7

NAME: BOBBY JACKSON

Rev: 03/18/2014

ADDRESS: 1336-37 NURSERY RD
LINTHICUM, MD 21090
ANNE ARUNDEL

ID/Status: 01-0949AA1
ID/Status: CLOSED

SOURCE: MD Department of Environment

OCP:

Facility ID: 01-0949AA1

Facility Status/Code: CLOSED/Aboveground Tank Leak

Date Open: 01/16/2001

Date Closed: 10/18/2001

Release: NO

Cleanup: NO

Registration Number: Not reported

Site Detail Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

OCCASIONS

EDR ID: S104603854 **DIST/DIR:** 0.360 ENE **ELEVATION:** 40 **MAP ID:** 8

NAME: AMOCO STATION
ADDRESS: 816 NURSERY RD
LINTHICUM HEIGHTS, MD 21090
ANNE ARUNDEL
SOURCE: MD Department of Environment

Rev: 03/18/2014
ID/Status: 94-2173AA1
ID/Status: CLOSED

OCP:
Facility ID: 94-2173AA1
Facility Status/Code: CLOSED/
Date Open: 02/10/1990
Date Closed: 02/15/1995
Release: Not reported
Cleanup: Not reported
Registration Number: 7000

Facility ID: 94-2173AA1
Facility Status/Code: CLOSED/
Date Open: 02/10/1990
Date Closed: 02/15/1995
Release: Not reported
Cleanup: Not reported
Registration Number: 7000

Site Detail Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

OCPCASES

EDR ID: S104606863 **DIST/DIR:** 0.415 SSE **ELEVATION:** 105 **MAP ID:** 9

NAME: MARITIME INSTITUTE
ADDRESS: 700 MARITIME LANE
LINTHICUM HEIGHTS, MD 21090
ANNE ARUNDEL

Rev: 03/18/2014
ID/Status: 95-2254AA1
ID/Status: CLOSED

SOURCE: MD Department of Environment

OCP:
Facility ID: 95-2254AA1
Facility Status/Code: CLOSED/Tank Closure - Motor/Lube Oil
Date Open: 04/07/1995
Date Closed: 02/04/1997
Release: YES
Cleanup: Not reported
Registration Number: 5813

Site Detail Report

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

OCPCASES

EDR ID: S104596572 **DIST/DIR:** 0.466 SSW **ELEVATION:** 135 **MAP ID:** 10

NAME: LINTHICUM MOTORS PROPERTY

Rev: 03/18/2014

ADDRESS: 1420 NURSERY RD
LINTHICUM, MD 21090
ANNE ARUNDEL

ID/Status: 99-1744AA1
ID/Status: CLOSED

SOURCE: MD Department of Environment

OCP:

Facility ID: 99-1744AA1

Facility Status/Code: CLOSED/Compliance Inspections (C3, 4, 4A, 5, 9, 10, 11)

Date Open: 01/20/1999

Date Closed: 09/22/1999

Release: YES

Cleanup: YES

Registration Number: Not reported

Database Descriptions

NPL: NPL National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices. NPL - National Priority List Proposed NPL - Proposed National Priority List Sites.

NPL Delisted: DELISTED NPL The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. DELISTED NPL - National Priority List Deletions

CERCLIS: CERCLIS CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL. CERCLIS - Comprehensive Environmental Response, Compensation, and Liability Information System

NFRAP: CERCLIS-NFRAP Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site. CERCLIS-NFRAP - CERCLIS No Further Remedial Action Planned

RCRA COR ACT: CORRACTS CORRACTS identifies hazardous waste handlers with RCRA corrective action activity. CORRACTS - Corrective Action Report

RCRA TSD: RCRA-TSDF RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste. RCRA-TSDF - RCRA - Treatment, Storage and Disposal

RCRA GEN: RCRA-LQG RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month. RCRA-LQG - RCRA - Large Quantity Generators RCRA-SQG - RCRA - Small Quantity Generators. RCRA-CESQG - RCRA - Conditionally Exempt Small Quantity Generators.

Federal IC / EC: US ENG CONTROLS A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health. US ENG CONTROLS - Engineering Controls Sites List US INST CONTROL - Sites with Institutional Controls.

ERNS: ERNS Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances. ERNS - Emergency Response Notification System

Database Descriptions

State/Tribal CERCLIS: SHWS State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state. SHWS - Notice of Potential Hazardous Waste Sites

State/Tribal SWF/LF: SWF/LF Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites. SWF/LF - Permitted Solid Waste Disposal Facilities

State/Tribal LTANKS: OCPCASES Cases monitored by the Oil Control Program. these cases can be leaking underground storage tanks and other belowground releases, leaking aboveground storage tanks, spills and inspections. OCPCASES - Oil Control Program Cases INDIAN LUST R4 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R9 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R5 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R10 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R8 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R7 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R6 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R1 - Leaking Underground Storage Tanks on Indian Land.

State/Tribal Tanks: UST Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program. UST - Registered Underground Storage Tank List AST - Permitted Aboveground Storage Tanks. INDIAN UST R6 - Underground Storage Tanks on Indian Land. INDIAN UST R8 - Underground Storage Tanks on Indian Land. INDIAN UST R5 - Underground Storage Tanks on Indian Land. INDIAN UST R10 - Underground Storage Tanks on Indian Land. INDIAN UST R4 - Underground Storage Tanks on Indian Land. INDIAN UST R1 - Underground Storage Tanks on Indian Land. INDIAN UST R9 - Underground Storage Tanks on Indian Land. INDIAN UST R7 - Underground Storage Tanks on Indian Land.

State/Tribal VCP: VCP The Voluntary Cleanup Program, administered by the Dept. of the Environment, streamlines the environmental cleanup process for sites, usually industrial or commercial properties, that are contaminated, or perceived to be contaminated, by hazardous substances. Developers and lenders are provided with certain limitations on liability and participants in the program are provided certainty in the process by knowing exactly what will be required. VCP - Voluntary Cleanup Program Applicants/Participants

ST/Tribal Brownfields: BROWNFIELDS The Site Assessment Section of the State Superfund Division is responsible for conducting federally funded assessments of eligible brownfields properties. These assessments are undertaken to determine whether there are environmental cleanup requirements at these sites. BROWNFIELDS - Eligible Brownfields Properties

US Brownfields: US BROWNFIELDS Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs. US BROWNFIELDS - A Listing of Brownfields Sites

Other Haz Sites: US CDL A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments. US CDL - Clandestine Drug Labs

Database Descriptions

Spills: HMIRS Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT. HMIRS - Hazardous Materials Information Reporting System SPILLS 90 - SPILLS90 data from FirstSearch.

Other: RCRA NonGen / NLR RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste. RCRA NonGen / NLR - RCRA - Non Generators TRIS - Toxic Chemical Release Inventory System. TSCA - Toxic Substances Control Act. FTTS - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). FTTS INSP - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). SSTS - Section 7 Tracking Systems. ICIS - Integrated Compliance Information System. PADS - PCB Activity Database System. MLTS - Material Licensing Tracking System. RADINFO - Radiation Information Database. FINDS - Facility Index System/Facility Registry System. RAATS - RCRA Administrative Action Tracking System. BRS - Biennial Reporting System. INDIAN RESERV - Indian Reservations. PRP - Potentially Responsible Parties. US AIRS MINOR - Air Facility System Data. FEDLAND - Federal and Indian Lands. US AIRS (AFS) - Aerometric Information Retrieval System Facility Subsystem (AFS).

Database Sources

NPL: EPA

Updated Quarterly

NPL Delisted: EPA

Updated Quarterly

CERCLIS: EPA

Updated Quarterly

NFRAP: EPA

Updated Quarterly

RCRA COR ACT: EPA

Updated Quarterly

RCRA TSD: Environmental Protection Agency

Updated Quarterly

RCRA GEN: Environmental Protection Agency

Updated Quarterly

Federal IC / EC: Environmental Protection Agency

Varies

ERNS: National Response Center, United States Coast Guard

Updated Annually

State/Tribal CERCLIS: Department of the Environment

Updated Semi-Annually

State/Tribal SWL: Department of the Environment

Updated Annually

State/Tribal LTANKS: Department of Environment

Updated Semi-Annually

State/Tribal Tanks: Department of the Environment

Varies

Database Sources

State/Tribal VCP: Dept. of the Environment

Updated Semi-Annually

ST/Tribal Brownfields: Department of Environment

Updated Quarterly

US Brownfields: Environmental Protection Agency

Updated Semi-Annually

Other Haz Sites: Drug Enforcement Administration

Updated Quarterly

Spills: U.S. Department of Transportation

Updated Annually

Other: Environmental Protection Agency

Varies

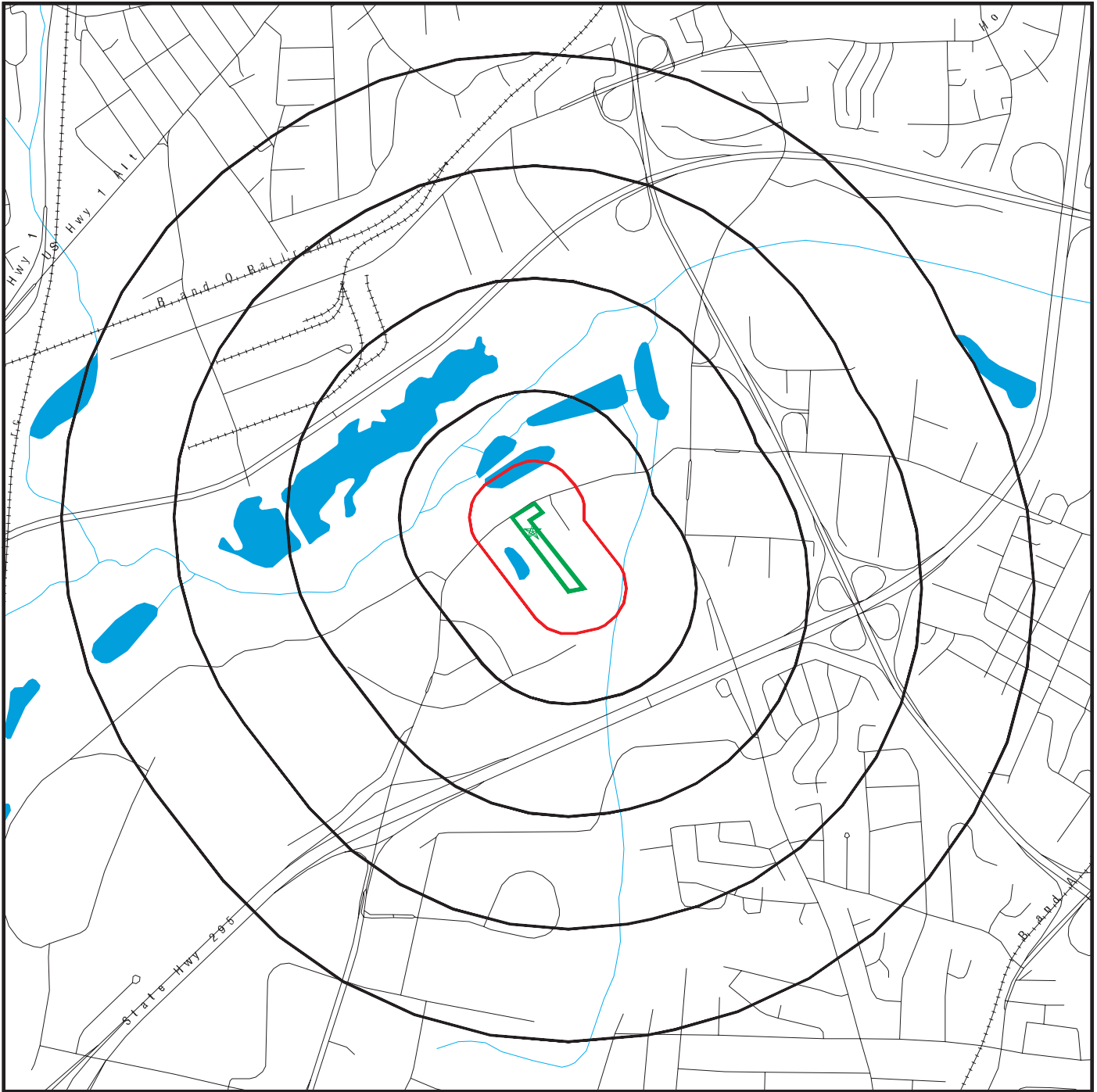
Street Name Report for Streets near the Target Property

Target Property: 1105 W NURSERY RD AND 731 HELEN AVE
LINTHICUM HEIGHTS, MD 21090

JOB: 7303

Street Name	Dist/Dir	Street Name	Dist/Dir
Digital Dr	0.24 SSW		
Helen Ave	0.07 NE		
River Rd	0.22 WSW		
W Nursery Rd	0.06 NNW		

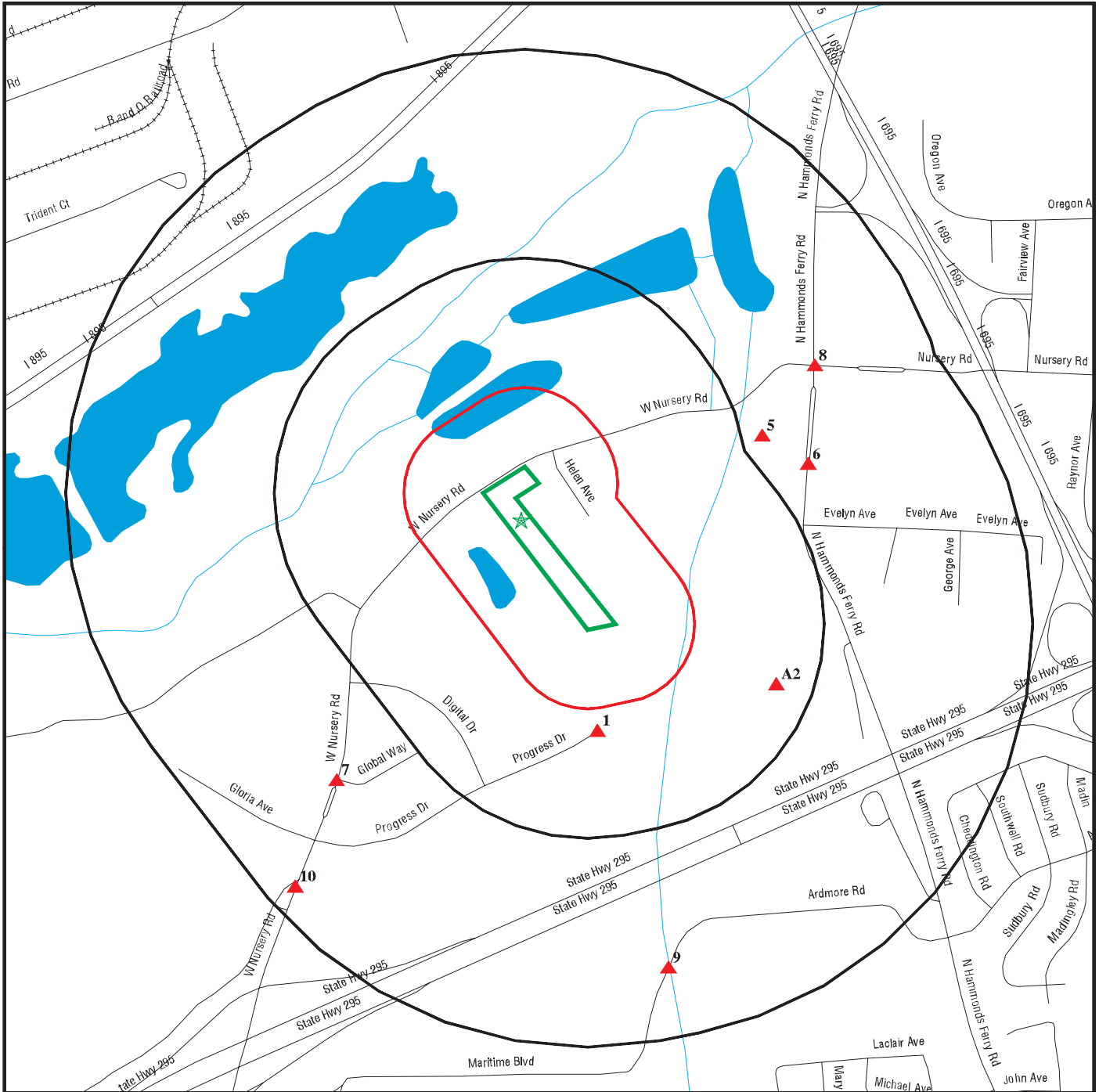
1105 W NURSERY RD AND 731 HELEN AVE LINTHICUM HEIGHTS, MD 21090



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 39.2218 Longitude: 76.672)
- ▲ Identified Sites
- ▨ Indian Reservations BIA
- ▨ National Priority List Sites

1105 W NURSERY RD AND 731 HELEN AVE LINTHICUM HEIGHTS, MD 21090



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 39.2218 Longitude: 76.672)
- ▲ Identified Sites
- ▭ Indian Reservations BIA
- ▭ National Priority List Sites

Environmental FirstSearch

0.25 Mile Radius

ASTM MAP: RCRAGEN, ERNS, UST, FED IC/EC, METH LABS



1105 W NURSERY RD AND 731 HELEN AVE LINTHICUM HEIGHTS, MD 21090



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 39.2218 Longitude: 76.672)
- ▲ Identified Sites
- Indian Reservations BIA
- National Priority List Sites

Environmental FirstSearch

0.25 Mile Radius
Non ASTM Map, Spills, FINDS



1105 W NURSERY RD AND 731 HELEN AVE LINTHICUM HEIGHTS, MD 21090



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 39.2218 Longitude: 76.672)
- ▲ Identified Sites
- 🏠 Sensitive Receptors
- 🚧 National Priority List Sites
- 🏠 Indian Reservations BIA

Site location Map

Topo: 0.75 Mile Radius



1105 W NURSERY RD AND 731 HELEN AVE LINTHICUM HEIGHTS, MD 21090



Map Image Position: TP
Map Reference Code & Name: 39076-B6 Relay
Map State(s): MD
Modified Date: 1974

APPENDIX IV

HISTORICAL RESEARCH DOCUMENTATION



Nursery Road Properties

1105 W Nursery Rd and 731 Helen Ave
Linthicum Heights, MD 21090

Inquiry Number: 3978870.5

June 22, 2014

Certified Sanborn® Map Report



6 Armstrong Road, 4th Floor
Shelton, Connecticut 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

6/22/14

Site Name:

Nursery Road Properties
1105 W Nursery Rd and 731
Linthicum Heights, MD 21090

Client Name:

ECS Mid Atlantic, LLC
1340 Charwood Road
Hanover, MD 21076

EDR Inquiry # 3978870.5

Contact: Christina Simini

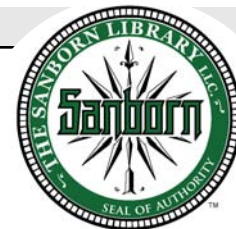


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The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Site Name: Nursery Road Properties
Address: 1105 W Nursery Rd and 731 Helen Ave
City, State, Zip: Linthicum Heights, MD 21090
Cross Street:
P.O. # 7303
Project: Nursery Road Properties
Certification # E081-4004-8F33



Sanborn® Library search results
Certification # E081-4004-8F33

UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- Library of Congress
- University Publications of America
- EDR Private Collection

The Sanborn Library LLC Since 1866™

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THIS DOCUMENT CERTIFIED TO:



DISTRICT TITLE

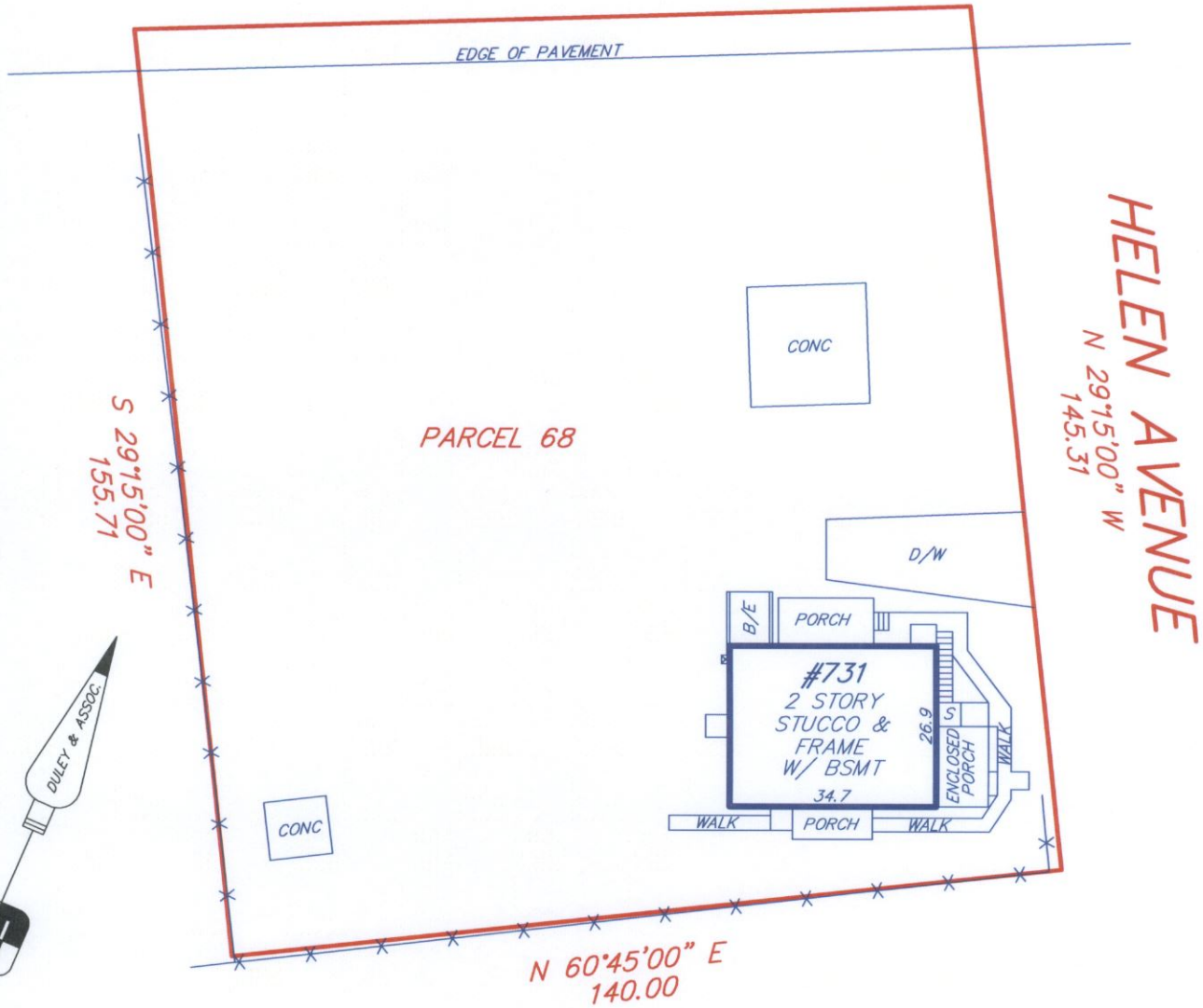


DISTRICT TITLE

CASE #: 14-0542SMS

NOTE:
ENCROACHMENTS
MAY EXIST

W. NURSERY ROAD
S 65°00'00" W
140.41



LOCATION DRAWING OF:

**#731 HELEN AVENUE
PARCEL 68**

N/F PROPERTY OF

SUZANA KURIADOM & SHERINE JOSEPH

LIBER: 26301 FOLIO: 361

ANNE ARUNDEL COUNTY, MARYLAND

SCALE: 1"=30' DATE: 6-17-14

DRAWN BY: **/AP FILE #: 142885-404

LEGEND:

- X- - FENCE
- B/E - BASEMENT ENTRANCE
- B/W - BAY WINDOW
- BR - BRICK
- BRL - BLDG. RESTRICTION LINE
- BSMT - BASEMENT
- C/S - CONCRETE STOOP
- CONC - CONCRETE
- D/W - DRIVEWAY
- FR - FRAME
- MAC - MACADAM
- O/H - OVERHANG
- PUE - PUBLIC UTILITY ESMT.

COLOR KEY:

- (RED) - RECORD INFORMATION
- (BLUE) - IMPROVEMENTS
- (GREEN) - ESMTS & RESTRICTION LINES

A Land Surveying Company

**DULEY
and
Associates, Inc.**

Serving D.C. and MD.

14604 Elm Street, Upper Marlboro, MD 20772

Phone: 301-888-1111

Phone: 1-888-88-DULEY

Fax: 301-888-1114

Fax: 1-888-55-DULEY



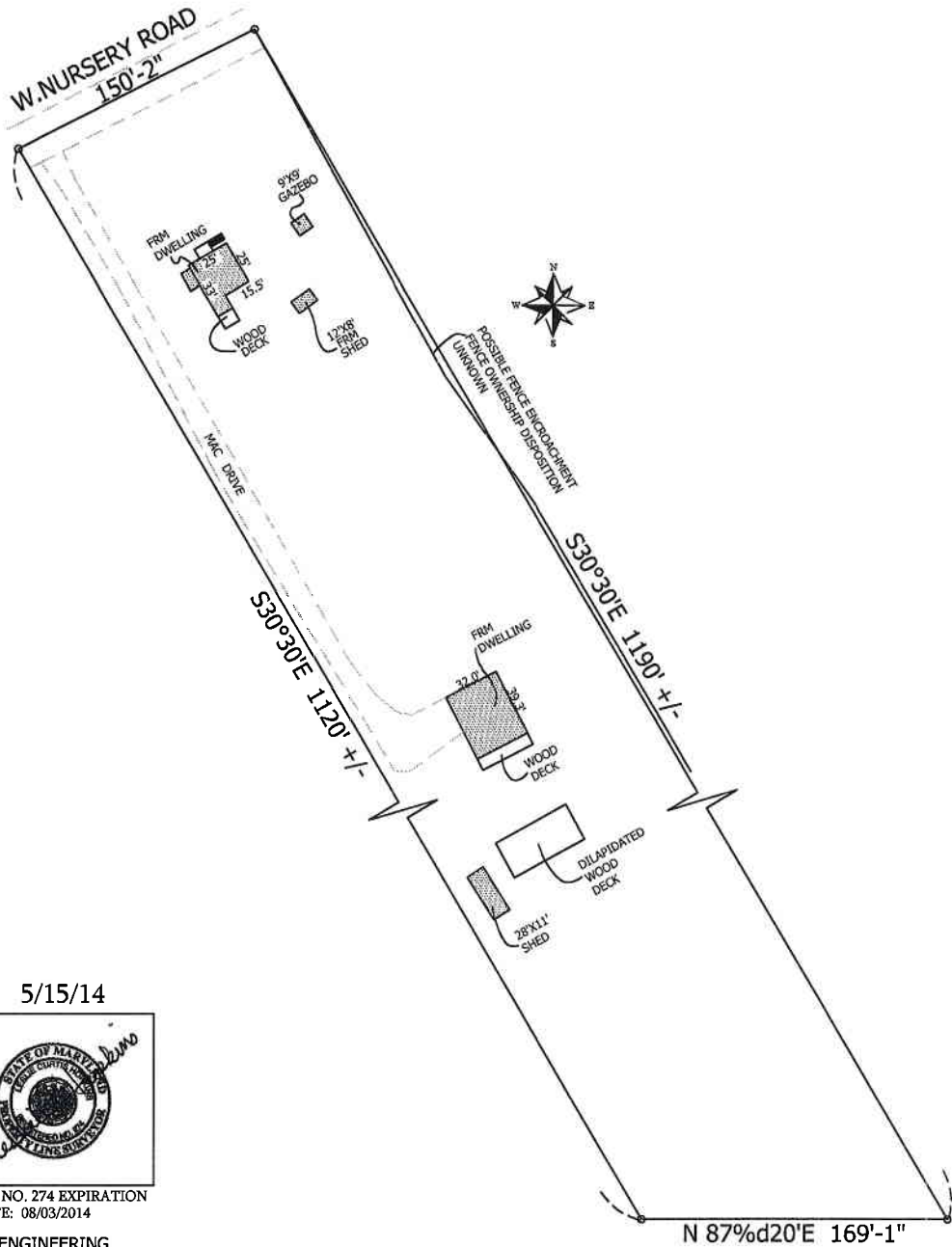
SURVEYOR'S CERTIFICATE

I HEREBY STATE THAT I WAS IN RESPONSIBLE CHARGE OVER THE PREPARATION OF THIS DRAWING AND THE SURVEY WORK REFLECTED HEREIN AND IT IS IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN REGULATION 12 CHAPTER 09.13.06 OF THE CODE OF MARYLAND ANNOTATED REGULATIONS. THIS SURVEY IS NOT TO BE USED OR RELIED UPON FOR THE ESTABLISHMENT OF FENCES, BUILDING, OR OTHER IMPROVEMENTS, THIS PLAT DOES NOT PROVIDE FOR THE ACCURATE IDENTIFICATION OF PROPERTY BOUNDARY LINES, BUT SUCH IDENTIFICATION MAY NOT BE REQUIRED FOR THE TRANSFER OF TITLE OR SECURING FINANCING OR REFINANCING. THIS PLAT IS OF BENEFIT TO A CONSUMER ONLY INsofar AS IT IS REQUIRED BY A LENDER OR A TITLE INSURANCE COMPANY OR ITS AGENTS IN CONNECTION WITH THE CONTEMPLATED TRANSFER, FINANCING OR REFINANCING. THE LEVEL OF ACCURACY FOR THIS DRAWING IS 1±. NO TITLE REPORT WAS FURNISHED TO NOR DONE BY THIS COMPANY. SAID PROPERTY SUBJECT TO ALL NOTES, RESTRICTIONS AND EASEMENTS OF RECORD. BUILDING RESTRICTION LINES AND EASEMENTS MAY NOT BE SHOWN ON THIS SURVEY. IMPROVEMENTS WHICH IN THE SURVEYOR'S OPINION APPEAR TO BE IN A STATE OF DISREPAIR OR MAY BE CONSIDERED "TEMPORARY" MAY NOT BE SHOWN. IF IT APPEARS ENCROACHMENTS MAY EXIST, A BOUNDARY SURVEY IS RECOMMENDED TO DETERMINE THE EXACT LOCATION OF IMPROVEMENTS.

DULEY & ASSOC.

WILL GIVE YOU A 100%
FULL CREDIT TO
UPGRADE THIS
SURVEY TO A
"BOUNDARY/STAKE"
SURVEY FOR ONE
YEAR FROM THE DATE
OF THIS SURVEY.

(EXCLUDING D.C. & BALT. CITY)



5/15/14



LIC. NO. 274 EXPIRATION
DATE: 08/03/2014

HOPKINS ENGINEERING
3653 Harmony Church Road
Havre De Grace, Maryland 21078
410-879-5354 Phone
hopkinsengineering@hotmail.com

LOCATION DRAWING
ADDRESS: 1105 NURSERY ROAD AA CO. MD. AKA 1105 W. NURSERY RD. AA. CO. MD.
DEED REF: 11546/657 PLAT REF: 15/48 SUBDIVISION: COMMUNITY FARMS
LOT:19 SCALE: 1"=80'

- 1) THIS IS A LOCATION DRAWING AND IS OF BENEFIT TO A CONSUMER ONLY INSOFAR AS IT REQUIRE BY A LENDER OR A TITLE INSURANCE COMPANY IN CONNECTION WITH TRANSFER OR FINANCING OF PROPERTY AND HAS BEEN PREPARED FOR TITLE PURPOSES ONLY, WITHOUT THE BENEFIT OF A TITLE REPORT. IT IS NOT THE PRODUCT OF A BOUNDARY SURVEY AND THEREFORE IS NOT TO BE RELIED UPON FOR THE LOCATION OF FENCES, BUILDINGS, DRIVES, SIDEWALKS OR OTHER EXISTING OR FUTURE IMPROVEMENTS, RELATIVE TO PROPERTY BOUNDARIES. THIS DRAWING DOES NOT PROVIDE FOR THE ACCURATE IDENTIFICATION OF PROPERTY BOUNDARY LINES, BUT SUCH IDENTIFICATION MAY NOT BE REQUIRED FOR THE TRANSFER OF TITLE OR SECURING FINANCING. THE FOLLOWING CONSIDERATIONS ARE NOT ADDRESSED HEREON: RIPARIAN, AERIAL, UTILITY, BUILDING INTERIORS, ZONING AND HOMEOWNERS ASSOCIATION REQUIREMENTS. ALL BUILDING STRUCTURES SHOWN HEREON ARE IN APPROXIMATE RELATION TO THE APPARENT BOUNDARY AND REFLECT AN ACCURACY OF +/- 3'. THE PREPARATION OF THIS DRAWING WAS SUPERVISED DIRECTLY BY LESLIE C. HOPKINS PROPERTY LINE SURVEYOR #274
- 2) THIS DRAWING IS NOT THE PRODUCT OF A BOUNDARY SURVEY. A BOUNDARY SURVEY WOULD ENTAIL THE ACCURATE IDENTIFICATION OF BOUNDARIES, FOLLOWED BY SETTING OF MARKERS AT PROPERTY CORNERS AND CAN REASONABLE BE RELIED UPON FOR ERECTING BUILDINGS, FENCES OR OTHER IMPROVEMENTS. THE BEARINGS SHOWN HEREON REFLECT THOSE GIVEN IN THE TITLE DEED OR THE RECORD PLAT FOR THE SUBJECT PROPERTY OR AS OTHERWISE STATED..
- 3) IF A BOUNDARY SURVEY IS DESIRED THEN DISCARD THIS DRAWING.

PURCHASER'S/BORROWER'S SIGNATURE

DATE

5/21/14

Real Property Data Search (w4)

[Search Help](#)

Search Result for ANNE ARUNDEL COUNTY

[View Map](#)[View GroundRent Redemption](#)[View GroundRent Registration](#)**Account Identifier:** District - 05 Subdivision - 127 Account Number - 17028400

Owner Information

Owner Name:	KURIADOM SUZANA M JOSEPH SHERINE	Use:	COMMERCIAL/RESIDENTIAL
	4109 ANNAPOLIS RD	Principal Residence:	NO
Mailing Address:	BALTIMORE MD 21227-	Deed Reference:	1) /16201/ 00362 2)

Location & Structure Information

Premises Address:	731 HELEN AVE LINTHICUM 21090-0000	Legal Description:	20908 SQ FT 731 HELEN AVE COMMUNITY FARMS
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Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0001	0019	0068		127				2014	
									Plat Ref:

Special Tax Areas:	Town:	NONE
	Ad Valorem:	
	Tax Class:	

Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area	Property Land Area	County Use
1935	1820		20,908 SF	

Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation
2.000000	NO	STANDARD UNIT	STUCCO	1 full		

Value Information

	<u>Base Value</u>	<u>Value</u>	<u>Phase-in Assessments</u>	
		As of	As of	As of
		01/01/2014	07/01/2013	07/01/2014
Land:	123,900	80,200		
Improvements	25,300	82,600		
Total:	149,200	162,800	149,200	153,733
Preferential Land:	0			0

Transfer Information

Seller: FEDERAL NATIONAL MORTGAGE ASSOC	Date: 06/21/2013	Price: \$113,000
Type: NON-ARMS LENGTH OTHER	Deed1: /16201/ 00362	Deed2:
Seller: BANK OF AMERICA	Date: 04/02/2013	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /25945/ 00128	Deed2:
Seller: GILDE JR WILLIAM A	Date: 04/02/2013	Price: \$205,500
Type: NON-ARMS LENGTH OTHER	Deed1: /25945/ 00117	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2013	07/01/2014
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00
Tax Exempt:	Special Tax Recapture:		
Exempt Class:	NONE		

Homestead Application Information

Homestead Application Status: No Application

1. This screen allows you to search the Real Property database and display property records.
2. Click [here](#) for a glossary of terms.
3. Deleted accounts can only be selected by Property Account Identifier.
4. While we have confidence in the accuracy of these records, the Department makes no warranties, expressed or implied, regarding the information.

Real Property Data Search (w4)

[Search Help](#)

Search Result for ANNE ARUNDEL COUNTY

[View Map](#)[View GroundRent Redemption](#)[View GroundRent Registration](#)**Account Identifier:** District - 05 Subdivision - 127 Account Number - 07457000

Owner Information

Owner Name: WEST NURSERY ROAD 1105 LLC **Use:** COMMERCIAL/RESIDENTIAL
Principal Residence: NO
Mailing Address: 27 COUNTY CT **Deed Reference:** 1) /27299/ 00378
 NORTH POTOMAC MD 20878- 2)

Location & Structure Information

Premises Address: 1105 NURSERY RD **Legal Description:** LT 19 OR 3.95 ACRES
 LINTHICUM 21090-0000 1105 NURSERY RD
 COMMUNITY FARM

Map: **Grid:** **Parcel:** **Sub District:** **Subdivision:** **Section:** **Block:** **Lot:** **Assessment Year:** **Plat No:**
 0001 0019 0066 127 19 2014 **Plat Ref:**

Special Tax Areas: **Town:** NONE
Ad Valorem:
Tax Class:

Primary Structure Built **Above Grade Enclosed Area** **Finished Basement Area** **Property Land Area** **County Use**
 1950 3668 3.9500 AC

Stories **Basement** **Type** **Exterior** **Full/Half Bath** **Garage** **Last Major Renovation**
 1.500000 YES STANDARD UNIT FRAME 2 full/ 1 half 1 Attached

Value Information

	<u>Base Value</u>	<u>Value</u>	<u>Phase-in Assessments</u>	
		As of	As of	As of
		01/01/2014	07/01/2013	07/01/2014
Land:	780,000	2,154,000		
Improvements	1,000	1,000		
Total:	781,000	2,155,000	781,000	1,239,000
Preferential Land:	0			0

Transfer Information

Seller: CHESAPEAKE BAY PROPERTIES LLC **Date:** 05/22/2014 **Price:** \$171,000
Type: NON-ARMS LENGTH OTHER **Deed1:** /27299/ 00378 **Deed2:**
Seller: HOWARD, LUCILLE V **Date:** 05/30/2002 **Price:** \$325,000
Type: ARMS LENGTH IMPROVED **Deed1:** /11546/ 00657 **Deed2:**
Seller: HOWARD, LUCILLE V **Date:** 12/18/1995 **Price:** \$0
Type: NON-ARMS LENGTH OTHER **Deed1:** /07258/ 00063 **Deed2:**

Exemption Information

Partial Exempt Assessments:	Class	07/01/2013	07/01/2014
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Tax Exempt: **Special Tax Recapture:**
Exempt Class: NONE

Homestead Application Information

Homestead Application Status: No Application

1. This screen allows you to search the Real Property database and display property records.
2. Click [here](#) for a glossary of terms.
3. Deleted accounts can only be selected by Property Account Identifier.
4. While we have confidence in the accuracy of these records, the Department makes no warranties, expressed or implied, regarding the information.

Facility Summary for Facility ID #2941

Owner Name and Address: MBC Realty, Inc.
2 Hopkins Plaza Baltimore, MD 21201

Owner Type: Commercial

Facility ID	County	Location Name	Location Street Address	Location City	Zip
2941	Anne Arundel	Mercantile Bank LOC Building	766 Hammonds Ferry Road	Linthicum Heights	21090

Tank ID	Date Installed	Product	Tank Mat'l of Construction	Piping Material	Primary - Tank Release Detection	CP	RD	FR
Status	Age (yr)	Total Capacity	Secondary Option	Secondary Option	Primary - Piping Release Detection	Over	Spill	
Closure Status	Closure Date	Compartment		Piping Type	Sec - Interstitial Monitoring Tank/Piping	Mnfd	EG	B/HO
1	1/1/1985	Gasoline	Asphalt Coated or Bare Steel	Bare or Galvanized Steel	BCLM	No	No	Yes
Permanently Out of Use		4,000	None	None	LM	No	No	
Tank removed from ground	12/5/1997			Pressurized	No/No	No	No	No
2	1/1/1985	Gasoline	Asphalt Coated or Bare Steel	Bare or Galvanized Steel	BCLM	No	No	Yes
Permanently Out of Use		2,000	None	None	LM	No	No	
Tank removed from ground	11/17/1997			Safe Suction	No/No	No	No	No
3	1/1/1976	Heating Oil	Asphalt Coated or Bare Steel	Bare or Galvanized Steel	AB	No	No	Yes
Permanently Out of Use		2,000	None	None	R	No	No	
Tank removed from ground	11/17/1997			Safe Suction	No/No	No	No	No
4		Heating Oil	Asphalt Coated or Bare Steel	Bare or Galvanized Steel	AB	No	No	Yes
Permanently Out of Use		2,000	None	None	R	No	No	
Tank removed from ground	11/17/1997			Safe Suction	No/No	No	No	No
5	12/20/1997	Gasoline	Polyethylene Tank Jacket	Fiberglass Reinforced Plastic	ABCL	Yes	No	Yes
Permanently Out of Use		2,000	None	None	I	Yes	Yes	
Tank removed from ground	12/7/1998			Safe Suction	No/No	No	No	No

Total Tanks: 5

Tank/Piping Release Detection Codes

A	Manual Tank Gauging	B	Tank Tightness Testing	C	Inventory Control	D	ATG/Auto Line LD	E	ATG 0.2 GPH Test	F	Safe Suction
G	Gravity Feed	H	Elect ALLD Testing 0.2 GPH	I	Line Tightness Annual	J	Line Tightness Every 2 Yrs.	K	Vapor monitoring	L	Groundwater monitoring
M	Inventory SIR	N	Interstit. Dbl-wall Monitor	O	Interstit. Sec. Con. Monitor	P	Other method	Q	Deferred	R	Not listed
N/A	Heating Oil/Emergency Generator										

Tank/Piping Codes

CP	Corrosion Protection Met	Over	Overfill Protected	Mnfd	Manifold	FR	Financial Responsibility Met
RD	Release Detection Met	Spill	Spill Protected	EG	Emergency Power Generation	B/HO	Bulk Heating Oil

Report Generation Date: 6/23/2014

Facility Summary for Facility ID #16093

Owner Name and Address: Lakson Corporation; Amafhh Holdings LLC
 500 Progress Drive Linthicum Heights, MD 21090
 Abbas Lakhani (410) 636-9690

Owner Type: Commercial

Facility ID	County	Location Name	Location Street Address	Location City	Zip
16093	Anne Arundel	Lakson Corp. DBA BWI Exxon	500 Progress Drive	Linthicum Heights	21090

Tank ID	Date Installed	Product	Tank Mat'l of Construction	Piping Material	Primary - Tank Release Detection	CP	RD	FR
Status	Age (yr)	Total Capacity	Secondary Option	Secondary Option	Primary - Piping Release Detection	Over	Spill	
Closure Status	Closure Date	Compartment		Piping Type	Sec - Interstitial Monitoring Tank/Piping	Mnfd	EG	B/HO
1A	6/1/2005	Gasohol	Composite (Steel w/ FRP)	Flexible Plastic	N	Yes	Yes	Yes
Currently In Use		30,000	Double-Walled	Double-Walled	I	Yes	Yes	
		20,000		Pressurized	No/No	No	No	No
1B	6/1/2005	Gasohol	Composite (Steel w/ FRP)	Flexible Plastic	N	Yes	Yes	Yes
Currently In Use		30,000	Double-Walled	Double-Walled	I	Yes	Yes	
		10,000		Pressurized	No/No	No	No	No
2	6/1/2005	Diesel	Composite (Steel w/ FRP)	Flexible Plastic	N	Yes	Yes	Yes
Currently In Use		12,000	Double-Walled	Double-Walled	I	Yes	Yes	
				Pressurized	No/No	No	No	No

Total Tanks: 2

Tank/Piping Release Detection Codes

A	Manual Tank Gauging	B	Tank Tightness Testing	C	Inventory Control	D	ATG/Auto Line LD	E	ATG 0.2 GPH Test	F	Safe Suction
G	Gravity Feed	H	Elect ALLD Testing 0.2 GPH	I	Line Tightness Annual	J	Line Tightness Every 2 Yrs.	K	Vapor monitoring	L	Groundwater monitoring
M	Inventory SIR	N	Interstit. Dbl-wall Monitor	O	Interstit. Sec. Con. Monitor	P	Other method	Q	Deferred	R	Not listed
N/A	Heating Oil/Emergency Generator										

Tank/Piping Codes

CP	Corrosion Protection Met	Over	Overfill Protected	Mnfd	Manifold	FR	Financial Responsibility Met
RD	Release Detection Met	Spill	Spill Protected	EG	Emergency Power Generation	B/HO	Bulk Heating Oil

Report Generation Date: 6/23/2014

APPENDIX V
SITE PHOTOGRAPHS

PHOTOGRAPHS



Photograph No. 1

Septic tank field for the northern residential home at 1105 West Nursery Road.



Photograph No. 2

Northern residential home at 1105 West Nursery Road, view from the south.

PHOTOGRAPHS



Photograph No. 3

Two 275-gallon ASTs adjacent to shed at northern residential home at 1105 W Nursery Rd.



Photograph No. 4

One 275-gallon AST located adjacent to southern residential home at 1105 West Nursery Road.

PHOTOGRAPHS



Photograph No. 5

View of southern portion of 1105 West Nursery Road parcel facing south.



Photograph No. 6

View of wooded southern portion of 1105 West Nursery Road, stream visible in lower left.

PHOTOGRAPHS



Photograph No. 7

View from treeline at 1105 West Nursery Road facing northeast, shed visible on left.



Photograph No. 8

Southern home at 1105 West Nursery Road; shed on right, home in middle, neighbor shed on left.

PHOTOGRAPHS



Photograph No. 9

Residential home at 731 Helen Avenue.

APPENDIX VI
STATEMENT OF QUALIFICATIONS

GREGORY L. MCISAAC, P.G.
ENVIRONMENTAL DEPARTMENT MANAGER

EDUCATION

- Ø B.S., State University of New York at Buffalo, Geology, 1987

CERTIFICATIONS

- Ø PA Licensed Professional Geologist
- Ø VA Certified Professional Geologist
- Ø DE Licensed Professional Geologist
- Ø 40-Hour Hazardous Waste Site Worker Protection

EXPERIENCE

Mr. McIsaac has over 20 years of experience and currently serves as the Environmental Department Manager in the Baltimore, Maryland office of ECS Mid-Atlantic, LLC. He is responsible for client development and proposal preparation, coordination and preparation of Phase I/Phase II Environmental Site Assessments, Site Characterization studies, coordination and implementation of Corrective Action Plans, contaminant remediation efforts, and wetlands associated work. Mr. McIsaac also focuses on the planning and coordination efforts of Hazardous Material Surveys (asbestos, lead-paint, PCBs, mercury,) as well as the subsequent abatement; has performed Indoor Air Quality assessments for LEED certification; and, serves as a manager to Environmental Technicians performing onsite work.

PROJECT EXPERIENCE

Storage Tank Management Services – Performed various projects related to storage tank systems including evaluation and upgrade of petroleum storage tanks to meet Federal, State, and local performance standards; removal and replacement of underground storage tank (UST) systems; installation of aboveground storage tanks (ASTs); installation of vapor recovery systems; preparation of Spill Prevention and Control and Countermeasure (SPCC); and training of personnel concerning equipment operations and maintenance.

Property Assessment – Performed and managed Phase I and Phase II Environmental site Assessments and Property Condition Assessments on hundreds of properties nationwide, as well as portfolios of properties containing up to 70 sites deliverable in short time frame. Phase I ESAs were conducted in accordance with the scope and limitations of the ASTM Standard Designation E-1527 and demonstrated that All Appropriate Inquiry (AAI) had been conducted prior to purchasing the property.

Industrial Development Assessments – Provided expertise in the site characterization, risk assessment, construction management, and remediation projects for brownfields and other contaminated, or perceived to be contaminated, properties. Experienced with complex multifaceted geologic and hydrogeologic investigations to assist with foundation and dewatering in areas of ground water contamination. Experienced with coal gasification plants; PCB-contaminated industrial plants; organic and inorganic contamination of soil, sediment, surface water; and groundwater projects for municipalities, industrial facilities, and government clients.

Various Projects for Major Petroleum Retail Companies – Directed and performed remediation investigations, system installations, operation, maintenance, and monitoring for petroleum retail facilities in varying stages of cleanup in Maryland, West Virginia, Virginia, Washington DC, and Pennsylvania. Cleanups addressed vapor, dissolved, and liquid-phase petroleum through pump-and-treat, vapor extraction, and air sparging technologies.

Managed, designed, and performed hydrogeologic site assessments at petroleum retail, storage, and transportation facilities. Activities included regulatory negotiations, risk-based corrective action, recovery well design and installation, sediment sampling and analysis, soil gas surveys, groundwater monitoring, aquifer testing, and groundwater sampling. Projects were conducted in support of divestitures, acquisitions, and tank management programs, as well as in response to regulatory action.

Remediation Projects, US Government Facilities - Performed remediation system installations, upgrades, operation, maintenance, and monitoring for petroleum- and chlorinated solvent-impacted sites in Italy, Virginia, Maryland, the District of Columbia, and neighboring states. Cleanups addressed vapor, dissolved, and liquid phase impact through pump-and-treat, vapor extraction, and air sparging technologies.

Hydrogeologic Investigations – Conducted numerous hydrogeologic studies consisting of the design, performance, and analysis of step-drawdown and constant rate pumping tests for capture zone, well efficiency, water resource, and well interference determinations. Information was used in subsequent remediation system designs and installations, for irrigation system designs, and/or private and public water supply designs. Conducted aquifer testing, analyses, and design efforts in a variety of geologic settings.

Construction Inspection – Coordinated personnel, managed, and participated in all aspects of third party inspection, materials testing, and subsurface investigation activities for major commercial construction projects in the greater Washington, DC metropolitan area.

Asbestos-Containing Materials & Lead Surveys & Abatement – Project management and supervision to ensure and document that abatement operations occur in strict accordance with specifications and contract documents as well as with all appropriate policies and standards as adopted by Federal, State, and local regulatory authorities. Managed asbestos and lead paint surveys and the development of asbestos and lead management plans for HUD projects, hospital, universities, and private clients. Supervised a team of asbestos and lead project designers, management planners, and inspectors. Coordinated personnel for numerous asbestos and lead abatement projects.

ECS MID-ATLANTIC, LLC

1.0 CORPORATE QUALIFICATIONS

ECS Mid-Atlantic, LLC (ECS) was incorporated in 1987 to meet the growing needs of our clients as a multi-service engineering firm. The managing principals of ECS average over 20 years of experience in their respective fields. Our staff of over 800 people includes registered professional engineers, environmental geologists, hydrogeologists, certified engineering technicians and support personnel. ECS places great emphasis on the individual qualifications and experience of its technical staff. Many of our geotechnical and environmental engineers hold Masters or Doctorate degrees in engineering and are well-versed in the subsurface conditions typically found in the Mid-Atlantic region. Our senior environmental personnel have performed a variety of environmentally-related services for major corporations on projects in over 20 states and four countries. ECS engineering technicians are certified by such recognized organizations as the American Concrete Institute (ACI), the Washington Area Council of Engineering Laboratories (WACEL), the American Welding Society (AWS), and the Roofing Industry Educational Institute (RIEI). In addition, we have developed and implemented our own in-house training, certification and QA/QC programs.

ECS emphasizes quality and responsive service to our clients in solving problems and providing innovative engineering and scientific analysis. With our corporate office in Chantilly, Virginia, we maintain branch offices in Aberdeen, Frederick and Baltimore, Maryland, Winchester, Fredericksburg, Richmond, Williamsburg, and Norfolk, Virginia, Charlotte, Raleigh, Greensboro and Wilmington, North Carolina, Greenville/Spartanburg, South Carolina, Atlanta, Georgia, Chicago, Illinois and Austin, Dallas and San Antonio, Texas. We focus our activities on the specific concerns of the Mid-Atlantic development area. By combining the talents from all four offices, we can offer highly qualified personnel to staff each of our projects. Our multi-phase services structure -- including geotechnical engineering, construction materials testing and inspection, and environmental services and engineering -- results in better long-term understanding of individual projects and clients, and allows us to respond quickly to potentially critical situations. ECS has applied this approach on many of the larger projects in this region, including work for such firms as Trammell Crow Company, Greenvest, Pulte Homes, Lansdowne Development, LLC and Principal Real Estate Advisors.

ECS is certified by the Washington Area Council of Engineering Laboratories (WACEL), and the Cement and Concrete Reference Laboratory (CCRL), in the area of Construction Testing Services.

2.0 FIELDS OF COMPETENCE

Through the close working relationship of its operational departments and specialized sub-contractors, ECS has the total capability to evaluate a given site or operation and to develop the most practical approach to environmental site assessments, site contamination studies, ground water and soil remediation, permitting, and design of environmental control systems. Our primary focus has been to continually develop practical and cost-effective solutions in a timely and responsive manner to changing environmental problems.

One of the major reasons for our past success in the environmental consulting marketplace has been our ability to "customize" and combine specific services from different disciplines to individual client and project needs. Also of importance to our clients is our knowledge of the environmental regulatory agencies and our record of success working with them in our clients' interest. The environmental services available from ECS include:

ENVIRONMENTAL STUDIES:

- Real estate transactions/environmental site assessments (Phases I, II, and III)
- Environmental impact studies and risk assessments
- Wetland delineation and mitigation investigations
- Radon investigations
- Environmental facility audits and assessments
- Third-party reviews

ASBESTOS ASSESSMENTS:

- Asbestos surveys
- Sample collection and analysis
- Preparation of plans and specifications

UNDERGROUND STORAGE TANK MANAGEMENT:

- Monitoring of tank removals
- Site investigations and assessments
- Contaminant plume evaluations
- Long- and short-term environmental site monitoring
- Development of corrective actions plans (CAP's)
- Regulatory permitting
- Ground water recovery system design

HYDROGEOLOGICAL AND GEOPHYSICAL SERVICES:

- Development and implementation of ground water resource and evaluation plans
- Design and implementation of ground water monitoring networks, including drilling and well installation
- Ground water modeling
- Aquifer testing (pumping tests, slug tests and bail-down tests)
- Contaminant plume investigations
- Electromagnetic and resistivity surveys
- Design of ground water recovery and treatment systems
- Seismic refraction and ground-probing radar studies

ENVIRONMENTAL ENGINEERING:

- Design and implementation of site remediation measures
- Preparation of closure plans and other hazardous facility permitting
- Design of new landfill and lagoon facilities
- Design of pumping and treatment systems for contaminated ground water
- Design of water/waste water treatment systems
- Permitting and regulatory negotiation

3.0 ENVIRONMENTAL SERVICES

3.1 BACKGROUND

Within the environmental field, ECS has concentrated on providing services to the regional development and financial community, including commercial, residential, institutional and industrial clients and lenders. By concentrating on this service sector, we are able to better understand the requirements of each group and provide services more specifically tailored to individual needs. For most commercial, residential and institutional developers, the most common services performed, to date, have been Phase I and Phase II environmental site assessments. In this area, our work includes a thorough evaluation of the physical conditions of the property using visual overviews supported by aerial photographs, an historical search of appropriate information for past historic and regulated uses, and interviews with current or previous tenants to determine previous site activities. Depending upon the results of the Phase I investigation, follow-up Phase II studies, if necessary, are provided and structured as site-specific conditions dictate and can include soil-test borings, monitoring well installations and chemical analyses of soil, ground water and surface water.

ECS also provides hydrogeological and geophysical investigations for the municipal, commercial, industrial, development, and financial sectors. These investigations can be sub-divided into two fields: ground water resources studies, and contaminant/delineation ground water monitoring investigations. Ground water resource investigations primarily concentrate on developing and/or protecting our valuable ground water resources. These types of investigations are commonly requested by municipalities, industries, and developers in need of water for potable, irrigation, or industrial use, particularly in those areas where commercial water supplies are either unavailable, difficult to attain, or economically unfeasible. Existing published data, other consultant reports, and pertinent scientific literature are reviewed and are supplemented by a full-scale field investigation consisting of geological and/or geophysical surveys. The synthesized information is then used to more cost-effectively site future water supply wells and/or enhance old established well fields.

Contaminant delineation and ground water monitoring investigations primarily concentrate on determining the magnitude and extent of ground water and soil contamination. Test borings are drilled, ground water monitoring wells are installed, and the subsurface soils and ground water are sampled and chemically analyzed to determine the

types and concentrations of the various contaminant(s) that are potentially present. The number of borings and monitoring wells is dependent on the estimated extent and nature of the contaminants in question. Through hydraulic testing and measurements, the direction and rate of ground water flow, and hence, contaminant migration and dispersion, can be calculated. Geophysical techniques are often used to supplement the environmental sampling and analyses as a means of more effectively locating a contaminant plume. Such types of hydrogeological investigations are necessary for determining the potential impacts from leaking underground storage tanks (UST's), old and new landfills, surface impoundments, hazardous spills of hazardous chemical materials and wastes, etc.

Finally, ECS can comprehensively assess industrial processes to determine wastewater flows and loads, develop permitting and treatment strategies, perform treatability studies and design wastewater treatment systems.

3.2 REPRESENTATIVE CLIENTS

AOKI Corporation	Manekin Corporation
Birtcher-Butcher Partnership	The Stanley Martin Companies
Boston Properties	Mason Hirst Companies
Buvermo Properties	Metropolitan Partnership, Ltd.
Cafferty Development	Mobil Land Development
Carey Winston Company	National Dev. Mid-Atlantic
Cambridge Companies	Office Space Management, Inc.
Centennial Development	Osprey Investment Company
CenterMark Properties	Pence-Freidel Development
Citistate, Inc.	Prentiss Properties, Ltd.
CSX Realty	Prudential Realty Group
Cushman and Wakefield	The Radnor Corporation
Danac Corporation	Reston Town Center Associates, Inc.
Development Resources, Inc.	The Michael T. Rose Companies
Dome Real Estate	B.F. Saul Company
The Donohoe Company	Savage-Fogarty Realty
The Evans Company	Sequoia Building Corporation
Evergreen Development	The Shapiro Companies
Federal Real Estate Investment Trust	Simpson Development Company
Friendswood Development	The Staubach Company
Gilbane Properties	The Svatos Company
Greenbaum & Rose	The Taubman Company
Homestead Village	Trammell Crow Company
J&B Enterprises	Turner Harwood Ventures
The JBG Companies	Union Pacific Realty Corporation
KLNB Management Services	William H. Dolben & Son, Inc.
Lincoln Property Company	Winchester Commercial
The Henry A. Long Company	The World Bank

Banks and Financial Institutions

American Security Bank	Bank of America
Amresco Institutional, Inc.	Perpetual Bank
Crestar Bank	Potomac Capital Investment Corporation
Eastern American Bank	Principal Capital Management, LLC
Equitable Real Estate Investment Mgmt	Riggs National Bank
Financial Conservators, Inc.	Resolution Trust Corporation
First Union Bank	Security Trust Company, N.A.

3.3 SPECIFICATIONS AND PERSONNEL QUALIFICATIONS

Resumes of key personnel are attached.