

# ENVIRONMENTAL COVENANT

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**SITE NAME:** *[Insert Site Name]*

**OWNER/HOLDER:** *[Insert Property Owner Name]*

**PROPERTY ADDRESS:** *[Insert Address]*

This Environmental Covenant is created and executed pursuant to the provisions of the Maryland Uniform Environmental Covenants Act, §§ 1-801 through 1-815 of the Environment Article, Annotated Code of Maryland and establishes the activity and use limitations resulting from the environmental response project, as defined by § 1-801(f) of the Environment Article, conducted at the real property affected by this Environmental Covenant. This Environmental Covenant has been approved by the Maryland Department of the Environment (“Department”).

**1. Real Property Affected.** The real property affected (“Property”) by this Environmental Covenant consists of *[Insert Acreage]* acres and is located in *[Insert City]*, *[Insert County]*, Maryland.

The postal street address of the Property is: *[Insert Address]*.

The County Land Records Deed Reference is: *[Insert Deed Reference]*.

The County Land Records Plat Reference is/are: *[Insert if appropriate / If this reference is not being used, delete this line.]*

The Tax Parcel Information for the Property is/are: *[Insert if appropriate]*

The Maryland Department of Assessment and Taxation Real Property Account Identifier is/are: *[Insert Tax ID number]*

The Brownfield Master Inventory (“BMI”) Identifier for this Property is/are: MD*[Insert #]*.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: *[Insert Latitude] / [Insert Longitude]*.

The Property has been known by the following names:

- *[Insert Site Alias(es)]*

A complete metes and bounds description of the Property is attached to this Environmental Covenant as Exhibit A. A map of the Property is attached to this Environmental Covenant as Exhibit B. *[If adding the Cap Inspection Form or Operations and Maintenance Plan, provide Exhibit reference here. Adjust as necessary-if you only have a map: A complete legal description of this Property exists as an exhibit in the deed recorded at...].*

**2. Property Owner/Holder.** *[insert owner]* is the owner (“Owner”) of the Property. The mailing address of the Owner is/are: *[insert address]*. For purposes of this Environmental Covenant, the Owner shall also be a Holder.

**3. Holder/Grantee/Agency.** The State of Maryland, Department of the Environment (“Department”) is the regulatory agency that determines or approves the environmental response

Environmental Covenant

*[Insert Property Address]*

Tax ID Number: *[Insert Tax Information]*

Deed Reference: *[Insert Deed Reference]*

project for which this Environmental Covenant is executed. The Department's offices are located at 1800 Washington Boulevard, Baltimore, Maryland 21230. For purposes of this Environmental Covenant, the Department shall also be a Holder.

*[If additional holders are necessary, insert an item 4 as Additional Holder(s).]*

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

- Voluntary Cleanup Program
- Controlled Hazardous Substance Enforcement Program
- Oil Control Program
- Solid Waste Program
- Waste Diversion and Utilization Program
- Other Program within the Department:

**5. Summary of Identified Contaminants.** *[Insert Description].*

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

- a. The Property use is limited to *[insert land uses]* as defined in the *[No Further Requirements Determination or Certificate of Completion]* issued to *[insert applicant name]* by the Maryland Department of the Environment, Voluntary Cleanup Program on *[insert date-to be finalized after signatures]*. *[For non-VCP properties paste land use definition from Cleanup Standards for Soil and Groundwater, Interim Final Guidance (public recreational area use) and/or land use definition located in fact sheet.]*
- b. *[Insert Limitations]* in restriction language, capitalize word Property.
- c. *[Insert notice requirements to the Department, if applicable]*
- d. The requirement to execute this Environmental Covenant.

**7. Notice of Limitations in Future Conveyances.** This Environmental Covenant runs with the land and shall be binding on successors in interest. Each instrument hereafter conveying any interest in the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

Environmental Covenant

*[Insert Property Address]*

Tax ID Number: *[Insert Tax Information]*

Deed Reference: *[Insert Deed Reference]*

**8. Access by the Department.** In addition to any rights held by the Department, this Environmental Covenant further grants the Department rights of access to the Property for Environmental Covenant implementation and enforcement purposes.

**9. Recordation & Filing with Registry.** The Owner(s)/Holder(s) shall record this Environmental Covenant in the Land Records of *[Insert County or City]* within thirty (30) days of receipt and following the execution of this Environmental Covenant shall send proof of the recording to the Department within thirty (30) days of recordation. This Environmental Covenant shall be filed as soon as possible after execution in the Registry of Environmental Covenants maintained by the Department. This Environmental Covenant may be found electronically on MDE's website at:

<http://mde.maryland.gov/programs/LAND/MarylandBrownfieldVCP/Pages/ueca.aspx>

**10. Termination or Modification.** This Environmental Covenant may only be terminated or modified in accordance with §§ 1-808 or 1-809 of the Environment Article.

**11. Department's Address.** All written communications with the Department regarding this Environmental Covenant shall be sent to the following address: Registry of Environmental Covenants, Maryland Department of the Environment, Land and Materials Administration, Land Restoration Program, 1800 Washington Boulevard, Baltimore, Maryland 21230.

**12. Enforcement.** This Environmental Covenant shall be enforced in accordance with § 1-810 of the Environment Article.

**13. Severability.** The paragraphs of this Environmental Covenant shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

Environmental Covenant

*[Insert Property Address]*

Tax ID Number: *[Insert Tax Information]*

Deed Reference: *[Insert Deed Reference]*

IN WITNESS WHEREOF, the parties hereto have caused this Environmental Covenant to be executed and delivered as of the day and year set forth below.

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

ATTEST:

**FOR THE AGENCY/HOLDER  
MARYLAND DEPARTMENT OF THE ENVIRONMENT  
LAND AND MATERIALS ADMINISTRATION**

\_\_\_\_\_  
Kaley Laleker, Director  
Land and Materials Administration

STATE OF MARYLAND

COUNTY OF \_\_\_\_\_ SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared Kaley Laleker, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

\_\_\_\_\_  
*(Name of Notary Public)*  
Notary Public

My commission expires: \_\_\_\_\_

Environmental Covenant

**[Insert Property Address]**

Tax ID Number: **[Insert Tax Information]**

Deed Reference: **[Insert Deed Reference]**

IN WITNESS WHEREOF, the parties hereto have caused this Environmental Covenant to be executed and delivered as of the day and year set forth below.

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

ATTEST:

FOR THE OWNER/HOLDER

**[Insert name of Owner/Holder]**

a Maryland Limited Liability Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared

\_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of **[Insert Name of Holder]** a

**[Insert business type]**, and that he/she/they, as such

\_\_\_\_\_ being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the **[Insert business type]** by himself/herself/themselves as \_\_\_\_\_

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

\_\_\_\_\_  
**(Name of notary public typewritten or printed)**  
Notary Public

My commission expires: \_\_\_\_\_

Environmental Covenant

***[Insert Property Address]***

Tax ID Number: ***[Insert Tax Information]***

Deed Reference: ***[Insert Deed Reference]***

Approved for form and legal sufficiency

this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_

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[Insert name of AAG signing above]

Assistant Attorney General

Environmental Covenant

*[Insert Property Address]*

Tax ID Number: *[Insert Tax Information]*

Deed Reference: *[Insert Deed Reference]*

**EXHIBIT A**  
MAP OF PROPERTY

*Black n White-property clearly legible with property boundaries identified*

Environmental Covenant

*[Insert Property Address]*

Tax ID Number: *[Insert Tax Information]*

Deed Reference: *[Insert Deed Reference]*

**EXHIBIT B**