

DEED OF DEDICATION OF PARK AND OPEN SPACE EASEMENT

(Harbor Point – Wills Wharf Plaza)

THIS DEED OF DEDICATION OF PARK AND OPEN SPACE EASEMENT (this “Deed”) is made this 31st day of August, 2022, by and between **WILLS STREET PIER, LLC**, a Maryland limited liability company (“WSP”), **WILLS WHARF BALTIMORE LLC**, a Virginia limited liability company (“WWB” and together with WSP, the “Grantor”), and the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a body politic and corporate and a political subdivision of the State of Maryland (together with its successors and assigns, the “Grantee”).

Explanatory Statement

A. Harbor Point Phase I Development LLC, an affiliate of Grantor, established a condominium regime with respect to certain lots or parcels of ground containing approximately 5.6259 acres, more or less, pursuant to that certain Declaration for Harbor Point Phase I Land Condominium dated December 26, 2008 and recorded on April 7, 2009 among the Land Records of Baltimore City in Liber FMC No. 11535, folio 190 *et seq.* (as amended, the “**Condominium Declaration**”) and that certain Plat of Condominium entitled “Harbor Point Phase I Land Condominium,” which Condominium Plat is duly recorded at Condominium Plat Book FMC No. 738 (as amended, the “**Condominium Plat**”), all of which is hereinafter referred to as the “**Development Property**”.

B. By Deed in Dissolution dated December 26, 2008 and recorded among the Land Records of Baltimore, Maryland in Liber 11535, Folio 310, Harbor Point Phase I Development LLC granted and conveyed to WSP that certain lot or parcel of ground depicted on the Condominium Plat containing 1.407 acres, more or less, and identified thereon as Land Unit 3 (as the boundaries of which may have been amended from time to time, the “**Property**”).

C. Grantor desires by this Deed to accomplish the following: (i) to grant, dedicate and convey to the Grantee a perpetual right of way and easement, for park, plaza and open space purposes (the “**Open Space Easement**”), in and to a portion of the Property particularly described in **Exhibit A** attached hereto (the “**Open Space Easement Area**”) and (ii) to transfer and convey to Grantee all of Grantor’s right, title and interest in and to all Open Space Improvements (hereafter defined) as placed, constructed or installed within the Open Space Easement Area as of the date of this Deed by any of the parties identified in this Deed as a Grantor.

D. The parties have agreed to create and establish the Easements, and to enter into the agreements, as set forth in this instrument in order to insure that the Easements and agreements conform to the requirements imposed with respect to the Development Property under the Consent Decree (as defined herein).

Deed

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and Grantee hereby covenant and agree, and the Grantor hereby dedicates, grants, transfers, conveys, covenants and agrees, as follows.

1. Definitions.

In addition to any term to which meaning is specifically ascribed by any provision as elsewhere contained in this Deed, the following terms, whenever capitalized in this Deed, shall have the meaning given in this Section 1, whether used in the singular or plural, unless the context clearly indicates a contrary intent.

Adjacent Property. All that real property located to the west of the Development Property, consisting of approximately 21.1067 acres, more or less, and subject to that certain commercial condominium regime known as Harbor Point Master Land Condominium, as established by Harbor Point Land, LLC pursuant to a Declaration of Condominium dated March 21, 2014 and recorded among the Land Records of Baltimore City, Maryland at Liber 16101, Folio 424, as amended, and that certain Plat of Condominium entitled "Plat of Condominium of Harbor Point Master Land Condominium" dated March, 2014 and recorded among the Plat Records of Baltimore City Maryland in Plat Folder F.M.C. No. 788, as amended.

Consent Decree. That consent decree governing the remediation of environmental contamination of the Development Property and other adjacent real property, entered by the United States District Court for the District of Maryland, Civil Action No. 89-1804, dated June 16, 1989 and recorded among the Land Records of Baltimore, Maryland on October 5, 1989 in Liber 2248, page 227, including any modifications and amendments thereto.

Declaration. That certain Declaration of Easements, Covenants and Restrictions dated December 19, 2006 and recorded among the Land Records of Baltimore City at Liber 8834, folio 715 by and among Honeywell International, Inc. ("**Honeywell**"), Harbor Point Development LLC and Harbor Point Phase I Development LLC, as the same may be amended from time to time.

Development Property. As defined in Recital A on page one of this Deed.

Easement. The Open Space Easement.

Easement Area. The Open Space Easement Area.

Environmental Remediation System. All facilities and installations made to portions of the Adjacent Property by Honeywell or its predecessors in title and in compliance with the terms of the Consent Decree, for the remediation of environmental contamination within the Adjacent Property and the Development Property.

Improvements. Any or all of the Open Space Improvements.

Open Space Easement. The easement conveyed to the Grantee by the Grantor pursuant to the terms of Section 2 hereof.

Open Space Improvements. Any one or more of the following improvements or services now or hereafter constructed, installed or placed within the Open Space Easement Area which would normally be considered improvements incident to a public park owned by the Grantee: all landscaping, plantings, trees and other vegetation, surface and subsurface paving, surface and subsurface irrigation systems, surface and subsurface drainage systems, surface and subsurface utilities serving the Open Space Improvements, brick walkways, decorative paving, curbing, gutters, drains, sidewalks, lighting, signage, benches and other seating areas, fountains, sculptures, and other park, plaza or open space related improvements of a kind and nature incident to a public park owned by the Grantee now or hereafter constructed, installed or placed in, on, over or across the Open Space Easement Area.

Structure. Anything which constitutes a structure for the purpose of the provisions of the zoning laws and regulations of Baltimore City.

2. **Dedication, Grant and Conveyance of Open Space Easement.**

The Grantor hereby dedicates, grants and conveys a perpetual right of way and easement to the Grantee, for park, plaza, open space and other governmental purposes, in, on, over and across the Open Space Easement Area; together with the right to use, maintain, repair, replace all Open Space Improvements now or hereafter placed, constructed or installed therein; and together with, subject to the provisions hereof, the right to control, regulate, restrict, temporarily close and otherwise to manage access to and use of the Open Space Easement Area and the Open Space Improvements, including but not limited to, but subject to the provisions hereof, the right to promulgate reasonable rules and regulations governing the use of the Open Space Easement Area and the Open Space Improvements as any other park property owned by the Grantee.

The Grantor further hereby agrees that Grantee shall have the right and privilege of entering upon such portions of the Open Space Easement Area, whenever and to the extent that it may be necessary to inspect, construct, install, maintain, repair, alter, relocate replace, or add to the Open Space Improvements within the Open Space Easement Area and owned or controlled by Grantee from time to time; provided, however, that any portion of the Development Property disturbed by such entry shall be restored and left in at least as good condition as existed prior to such disturbance.

The parties further hereby agree that no Structures (including, without limitation, buildings) of any kind shall be erected in, on, above or over the Open Space Easement Area. Neither party shall make any other change to the Open Space Easement Area without prior written approval of the other party. The parties expressly agree that any person or entity engaging in construction activities at Harbor Point shall have the right to use the airspace above the Easement Area for purposes of swinging one or more construction cranes in connection with such construction activities.

3. **Grant, Conveyance and Transfer of Open Space Improvements.**

Grantor hereby grants, transfers and conveys to Grantee all of Grantor's right, title and interest in and to all Open Space Improvements installed, constructed or placed within the Open Space Easement Area as of the date of this Deed by Grantor, to the end and intent that Grantee shall hereafter own, use, operate, control, maintain, repair, replace, and add to the same as the exclusive property of the Grantee.

The Grantor hereby expressly understands and acknowledges that the Grantor is not eligible for federal, state, or local tax incidents associated with its construction, installation or ownership of the Open Space Improvements and with its grant, conveyance and transfer of the same to Grantee (including but not limited to, depreciation, accelerated cost recovery system deductions or other deductions, investment tax credits, or any other tax benefits normally incident to the construction, installation or the ownership of such Open Space Improvements; provided, however that nothing herein shall be construed to prohibit the Grantor from lawfully deducting ordinary and necessary business expenses that are incurred in connection with the construction of the Open Space Improvements). The Grantor acknowledges that the Grantee is the owner of the Open Space Improvements and that the Grantor may not depreciate any of the Open Space Improvements.

4. **Environmental Agreements.**

The Development Property (or portions thereof), including the Easement Area, is part of the property that is subject to the terms of the Consent Decree, which required the installation of the Environmental Remediation System on, over, within and upon portions of the Adjacent Property, for the purpose of containing and remediating environmental hazards.

Grantor and Grantee acknowledge and agree that the Easements granted herein are subject and subordinate to the Declaration and the easements granted therein for the benefit of Honeywell, its successors and assigns, for the purpose of, among other things, inspection, operation, maintenance, repair and replacement of the Environmental Remediation System.

5. **No Further Obligations of Grantor with respect to Improvements.**

Except as to those covenants or provisions as contained in that certain Public Infrastructure Developer's Agreement No. 1461 dated as of March 15, 2017 by and between the Grantor and Grantee (the "PIDA") which survive after the Final Acceptance (as defined in the PIDA) of the Improvements (as defined in the PIDA) by the Grantee, the Grantor shall not be obligated or required to repair, maintain or replace the Improvements unless expressly agreed to by the Grantor by a separate written agreement or unless otherwise required by law or by judicial order.

Grantor represents and warrants that all of the Open Space Improvements presently constructed, installed or placed within the Easement Area by Grantor, and conveyed and transferred to Grantee pursuant to the provisions of Section 0, have been constructed, installed or

placed wholly within such Easement Area and comply with all applicable zoning laws, building codes and regulations of Baltimore City.

Grantee shall be responsible for maintaining the Easement Area and Improvements in a safe condition and in good order and repair and clean and free of trash, leaves, snow, and other debris; provided, however, that, at the Grantee's option, all or a part of such maintenance work may be assumed and undertaken by any Grantee agency or other municipal body charged with maintaining property located in Baltimore City, and nothing contained herein shall be interpreted to relieve any such Grantee agency or other body from its obligations under any relevant enabling legislation. For purposes of clarity, the parties agree that it shall not be the responsibility of the Grantee to maintain the waterproof membrane forming the top of the structured garage facility located below the Easement Area and owned by Grantor and that Grantor shall be solely responsible to maintain such waterproof membrane.

Grantor shall have the right, upon failure of the Grantee to comply with any provision, covenant, or condition of this Deed, and upon fifteen (15) days written notice, to proceed, at Grantor's expense, to take such action as is necessary to cure such default. If the Grantor shall in good faith deem that an emergency exists, the Grantor shall be entitled to take action without notice, provided notice is given to the Grantee as soon thereafter as possible. Provided however, and notwithstanding the foregoing, (a) no default, action, or inaction shall give the Grantee the right to terminate this Deed or to deny the Grantor access to the Easement Area, and (b) nothing in this Section 0 shall be deemed to give the Grantor any right to perform public improvement construction work which require compliance with the procurement, public advertising and competitive bidding provisions of the Baltimore City Charter.

Grantor shall have the right to close temporarily the Easement Area to the extent necessary in connection with Grantor's development and construction activities in and adjacent to the Easement Area pursuant to which a valid permit authorizing such closure has been issued, including, without limitation, Grantor's development and construction activities relating to the Improvements.

Grantor shall have the right to review and approve proposed improvements to be made by private parties or any material modifications proposed to be made by the City to the initial improvements made in the Easement Area, which proposed improvements may (a) interfere with the structure of the subterranean garage beneath the Easement Area or which may, when completed, interfere with the operation of such garage for the movement or parking of passenger sized automobiles, or (b) materially modify the nature of the improvements in the Open Space Easement Area. Any such approval shall not be unreasonably withheld, and such approval shall be deemed granted if Grantor fails to respond to the Grantee's request for approval within five (5) business days with respect to improvements relating to health or safety concerns or within fifteen (15) business days with respect to all other improvements.

6. Warranty of Title.

The Grantor covenants to warrant specially title to the Easements hereby established and granted and conveyed, and to execute such further assurances of the same as shall be necessary.

7. **Provisions of General Applicability.**

Burden. The burden of the Easements, covenants and restrictions hereby created shall run with and be binding upon title to the Development Property and the Easement Areas and upon each owner thereof from time to time and their respective personal representatives, successors and assigns.

Benefit. The benefit of the Easements, covenants and restrictions hereby created shall run with and benefit the Grantee.

Public Right of Way. It is the intention of the parties that, without limiting any rights conveyed herein, each of the easements granted hereby shall convey to the Grantee the right to undertake in each Easement Area any and all functions and services associated with a public Right of Way.

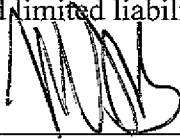
[Signatures appear on following pages]

IN WITNESS WHEREOF, the undersigned has caused this Deed to be executed and made effective as of the date first above written.

GRANTOR:

WILLS STREET PIER, LLC,
a Maryland limited liability company

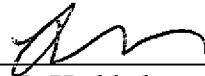
By: _____


Michael S. Beatty
Manager

WILLS WHARF BALTIMORE LLC,
a Virginia limited liability company

By: Armada Hoffler Manager, LLC,
a Virginia limited liability company,
its Manager

By: _____

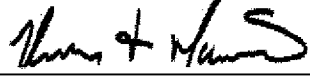

Louis S. Haddad
Manager

[Signatures continue on the following page]

GRANTEE:

**MAYOR AND CITY COUNCIL OF
BALTIMORE**

By: Department of Recreation and Parks

By: 
Reginald Moore
Director

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Special Counsel to the City

APPROVED:

Director of Public Works


GRANTEE:

**MAYOR AND CITY COUNCIL OF
BALTIMORE**

By: Department of Recreation and Parks

By: _____
Reginald Moore
Director

APPROVED AS TO LEGAL FORM AND SUFFICIENCY



Special Counsel to the City

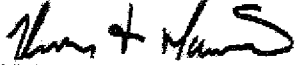
APPROVED:

Director of Public Works

GRANTEE:

**MAYOR AND CITY COUNCIL OF
BALTIMORE**

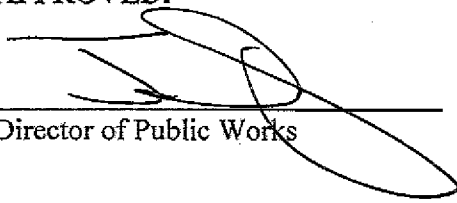
By: Department of Recreation and Parks

By: 
Reginald Moore
Director

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Special Counsel to the City

APPROVED:


Director of Public Works

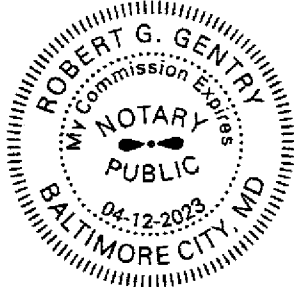
Acknowledgments

STATE OF MARYLAND

CITY/COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 28th day of June, 2022, before me, the subscriber, a Notary Public in and for the state and city/county aforesaid, personally appeared Michael S. Beatty, the Manager of WILLS STREET PIER, LLC, a Maryland limited liability company, that such person has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



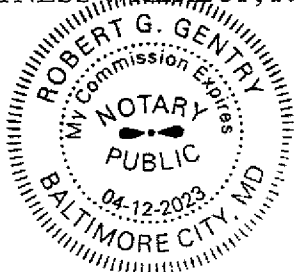
Robert Gentry
Notary Public
My Commission Expires: 4/12/23

STATE/COMMONWEALTH OF Maryland

CITY/COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 13th day of June, 2022, before me, the subscriber, a Notary Public in and for the state and city/county aforesaid, personally appeared Louis S. Haddad, the Manager Armada Hoffler Manager, LLC, which is the Manager of WILLS WHARF BALTIMORE LLC, a Virginia limited liability company, that such person has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Robert Gentry
Notary Public
My Commission Expires: 4/12/23

STATE OF MARYLAND

CITY/COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 17th day of August, 2022, before me, the subscriber, a Notary Public in and for the state and city/county aforesaid, personally appeared Reginald Moore, the Director of Recreation and Parks of MAYOR AND CITY COUNCIL OF BALTIMORE, a body politic and corporate and a political subdivision of the State of Maryland, that such person has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

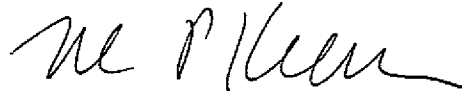
Margaret C. Lloyd

Notary Public

My Commission Expires: **MARGARET C. LLOYD**
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 22, 2022

Attorney Certification

I HEREBY CERTIFY that the foregoing Deed of Dedication of Park and Open Space Easement was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.



Mark P. Keener, Esq.

CLERK:

Upon its recordation,
please return this Deed to:

Mark P. Keener, Esquire
Gallagher Evelius & Jones LLP
218 N. Charles Street, Suite 400
Baltimore, Maryland 21201

EXHIBIT A
Description of Open Space Easement Area

NOTE: *The portion of the Open Space Easement Area indicated by cross-hatching may be the subpart of a separate Promenade Easement Agreement.*

