


|             |                       |  |  |  |
|-------------|-----------------------|--|--|--|
| <b>FROM</b> | NAME & TITLE          | Thomas J. Stosur, Director   | CITY of<br><b>BALTIMORE</b><br><b>MEMO</b> |  |
|             | AGENCY NAME & ADDRESS | Department of Planning<br>417 East Fayette Street, 8 <sup>th</sup> Floor |  |  |
|             | SUBJECT               | Walkway Usage Agreement  |  |  |

DATE:  
October 4, 2016

**TO**

The Honorable President and Members  
of the Board of Estimates  
100 Holliday Street, 2<sup>nd</sup> Floor

Dear President and Members:

**ACTION REQUESTED OF THE BOARD OF ESTIMATES**

Your Honorable Board is requested to approve the attached Walkway Usage Agreement between the Mayor and City Council of Baltimore and UA Port Covington Holdings, LLC. The agreement will commence on approval by the Board of Estimates and the term is twenty (20) years from the Effective Date, provided that in the absence of a termination for cause by either Grantor or the City, the Term shall automatically renew for subsequent periods of five (5) years each.

**AMOUNT OF MONEY AND SOURCE OF FUNDS**

N/A

**BACKGROUND/EXPLANATION**

UA Port Covington Holdings, LLC, a wholly-owned subsidiary of Under Armour, Inc., owns the property constituting the eastern portion of the Port Covington peninsula east of West Peninsula Drive, which it intends to redevelop into a corporate campus for Under Armour. As the campus is developed, Under Armour has committed to the City that it will create a walkway, trail, promenade or similar pathway along portions of the property that border on the Middle Branch of the Patapsco River, with the expectation that the Under Armour Coastal Walkway will eventually connect with a walkway or promenade system that borders along both the Middle Branch and the Inner Harbor of the Patapsco River.

Under Armour anticipates commencing construction, at its expense, of the Under Armour Coastal Walkway in conjunction with the development of its corporate campus, but does not anticipate completing construction, in part as a result of the intensive construction activities that will be occurring on the campus, until the completion of three million (3,000,000) square feet of campus improvements. Within six (6) months following the execution of the attached Walkway Usage Agreement (the "Agreement"), Under Armour will establish and deliver to the City a phasing plan for completion of the Under Armour Coastal Walkway and shall thereafter keep the City apprised from time to time as such phasing plan is implemented and updated.

Under the terms of the Agreement, Under Armour will provide to the City an easement for pedestrian access, while retaining full private ownership to the Land and the right to close the walkway temporarily for special corporate events or for safety, emergency, construction or other reasonable purposes. Once the Under Armour Coastal Walkway is completed, the grant to the City of the pedestrian rights will be confirmed by one or more recorded declarations. Access to the City owned Ferry Bar Park at the tip of the peninsula will be incorporated into the new walkway.

APPROVED BY THE BOARD OF ESTIMATES

*Bernice N. Taylor*

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CLERK

DATE

OCT 12 2016

## WALKWAY USAGE AGREEMENT

THIS WALKWAY USAGE AGREEMENT (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date"), by and among UNDER ARMOUR, INC., a Maryland corporation (hereinafter "UA"), UA PORT COVINGTON HOLDINGS, LLC, a Maryland limited liability company (hereinafter "Holdings" and together with UA, "Grantor") and MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland (hereinafter "City") with approval of the City's Board of Estimates.

### RECITALS

A. Holdings has acquired the property described on Schedule A (which together with all riparian and waterway rights associated therewith, is referred to herein as the "Land") for redevelopment into a corporate campus for UA (as more fully defined below, the "Campus"). UA owns all of the membership interests in Holdings. UA and Holdings are collectively the "Grantor" for the purpose of exercising rights and remedies hereunder, and performing obligations hereunder. However, to the extent a provision is intended to bind the owner of the Land, only Holdings will be impacted. Although Holdings must execute any Declaration, for so long as Holdings is controlled by UA, either UA or Holdings may act in any other capacity where a right is granted to Grantor or an obligation is required of Grantor, provided that UA and Holdings are jointly and severally obligated to perform in accordance with this Agreement.

B. As the Campus is developed, Grantor has committed to the City that Grantor will create a walkway, trail, promenade or similar pathway (collectively, the "Under Armour Coastal Walkway") along portions of the Land that border on the Middle Branch of the Patapsco River, with the expectation that the Under Armour Coastal Walkway will eventually link up with a walkway or promenade system (the "Waterfront Promenade") that borders along both the Middle Branch and the Inner Harbor of the Patapsco River (collectively, the "Waterfront").

C. Grantor anticipates commencing construction of the Under Armour Coastal Walkway in conjunction with the development of the Campus, but does not anticipate completing construction, in part as a result of the intensive construction activities that will be occurring on the Campus, until the completion of three million (3,000,000) square feet of Campus Improvements. Within six (6) months following the execution of this Agreement, Grantor will establish and deliver to the City a phasing plan for completion of the Under Armour Coastal Walkway and shall thereafter keep the City apprised from time to time as such phasing plan is implemented and updated.

D. Grantor is willing to provide to the City certain Usage Rights, as defined in this Agreement, while retaining full private ownership to the Land and the Under Armour Coastal Walkway. The City acknowledges and confirms that under no circumstances should either the Under Armour Coastal Walkway or the particular Usage Areas be treated as public, open or park space, and that the restrictions and rights retained and reserved by Grantor are intentional and appropriate and in the public interest, and necessary to secure the Usage Rights granted hereunder. Grantor and the City intend that once the Under Armour Coastal Walkway is completed and the grant to the City of the pedestrian rights as provided herein is confirmed by one or more recorded

Declarations (hereinafter defined), then the Under Armour Coastal Walkway shall be subject to a public promenade access easement. Grantor and the City likewise intend that, to the extent allowable in accordance with applicable laws and regulations, Grantor and the Under Armour Coastal Walkway be exempt from any buffer mitigation requirements in connection with the construction, operation, repair and replacement of the Under Armour Coastal Walkway.

E. Until the Under Armour Coastal Walkway is complete and linked to other portions of the Waterfront Promenade (as more fully defined below, the "**Completion Date**"), Grantor may need to limit the access to and the uses to which the Under Armour Coastal Walkway can be used as hereinafter set forth.

F. After the Completion Date, the access to and the uses permitted on the Under Armour Coastal Walkway may be expanded, as set forth below.

NOW THEREFORE, for in consideration of the mutual obligations of the parties hereto, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto for themselves, their successors and assigns, hereby agree as follows:

1. **Recitals and Definitions.**

1.1. **Recitals.** The Recitals, and the definitions contained therein, form part of this Agreement.

1.2. **Definitions.** In addition to the terms defined in the Recitals and in the heading, the following definitions shall govern the implementation of this Agreement.

"**Campus**" means the project resulting from the development of the Land as an office and/or retail complex for Grantor's operations.

"**Campus Improvements**" means such improvements to the Land as Grantor elects to perform as part of the creation of the Campus, including repairs, replacements and maintenance thereto.

"**Casualty Event**" shall mean an event which results in substantial damage to the Under Armour Coastal Walkway, or to the underlying shoreline, fastland or submerged lands, such that, in the reasonable determination of Grantor, any one of the following apply: (a) restoration, rebuilding or reconstruction of the Under Armour Coastal Walkway is either not practical or not feasible, (b) assuming compliance by Grantor with the requirements of Section 2.4 hereof, the available proceeds from insurance are insufficient to effect the restoration, or (c) whether as a result of changes in law or actual conditions resulting from the event, restoration would require securing permits imposing unacceptable requirements on Grantor.

"**Completion Date**" means the date, established by Grantor and confirmed in a Declaration, that an Under Armour Coastal Walkway exists on all of the Land that borders

on the Waterfront, with adequate connections at either terminus of the Under Armour Coastal Walkway to significant lengths of Waterfront Promenade created either by the City or by other owners of adjacent properties.

**"Declaration"** means one or more recordable documents, executed by Grantor and the City and recorded by Grantor promptly after the Completion Date, that incorporate the terms and conditions of this Agreement, and thereby confirm the grant to the City and impose the Usage Rights provided for under this Agreement on the portion of the Under Armour Coastal Walkway so identified in the Declaration. Grantor agrees to record a Declaration upon the completion of each portion of the Under Armour Coastal Walkway that, in Grantor's reasonable judgment, can safely be operated for use, is connected to some other portion of the Waterfront Promenade, and is appropriate for application of the Usage Rights. Grantor shall cause the holder of any mortgage or deed of trust encumbering the Land to subordinate its lien to the operation and effect of the Declaration. If the title to any portion of the Usage Area is taken in the name of an affiliate or assignee of Grantor, then at the time such Declaration is to be recorded as provided above (i) Grantor will cause such affiliate or assignee to execute and record the Declaration as to such portion of the Usage Area and (ii) such title holder shall be considered a "Grantor" for the purposes of this Agreement.

**"Development Period"** means the period from the date of the Effective Date through the Completion Date.

**"Ferry Bar Park"** means the parkland owned by the City shown as Block 1053, Lot 3 as depicted on Exhibit A attached hereto.

**"Ferry Bar Park Access"** means that portion of the Under Armour Coastal Walkway between the southern end of West Peninsula Drive and Ferry Bar Park.

**"Operating Period"** means the period from the Completion Date through any termination of this Agreement or a Declaration.

**"Pedestrian Use"** means use of the Under Armour Coastal Walkway by pedestrians for walking to and from adjoining public streets and walkways.

**"Restricted Uses"** means such uses of the Under Armour Coastal Walkway, which in the judgment of Grantor, are either dangerous to Grantor or to other users, disruptive or otherwise pose a risk of any kind to Grantor or to other users. Restricted Uses may, from time to time, in the sole discretion of Grantor, include: fishing, crabbing, bicycle riding (although bikes, if handled appropriately, may be walked within the Usage Area), any motorized vehicles, generation of amplified noise through music broadcasts or otherwise, skateboards, roller skating, picnics or other food-related activities, filming or the use of digital video production, public or political meetings and/or demonstrations, public petitioning or picketing, panhandling, use of drones, photography, bathing, swimming, jumping into the waters, boating and docking. Restricted Uses may, at Grantor's discretion, be limited, restricted or entirely prohibited, in all or part of the Usage Area or in the adjoining waters or in the air above

the Usage Area. Grantor reserves the right to escort out of the Usage Area those engaged in Restricted Uses, and to expand or modify the types of uses that are determined to be Restricted Uses. Notwithstanding anything herein to the contrary, but subject in all events to the Special Circumstances, Pedestrian Use shall not be deemed a Restricted Use. Provided however, and notwithstanding anything in this agreement to the contrary, fishing, crabbing, bicycle riding, and tie up for canoe, kayak, paddleboat or other non-motorized boat shall be permitted and not deemed a Restricted Use in the Ferry Bar Park Access.

"Term" means twenty (20) years from the Effective Date, provided that in the absence of a termination for cause by either Grantor or the City, the Term shall automatically renew for subsequent periods of five (5) years each.

"Usage Area" means those portions of the Under Armour Coastal Walkway that are completed, as reasonably determined by Grantor, and are identified by Grantor, from time to time, with specificity as to location, size, height, scope and dimension, in a Declaration.

"Usage Rights" are those rights and privileges granted, for the applicable Usage Area, as more fully described in Section 2 of this Agreement.

"Walkway Construction" means such construction and related activity as is needed to create or install the Under Armour Coastal Walkway.

"Walkway Repairs" means such maintenance, repairs and replacements as Grantor may elect to perform on the Under Armour Coastal Walkway.

2. **Usage Rights.** Grantor hereby grants to the City, the following Usage Rights and privileges in connection with the Under Armour Coastal Walkway, subject to Grantor's reserved rights, including rights relating to Restricted Uses.

2.1. **General.** The following shall apply to all Usage Rights:

(a) Usage Rights constitute a non-exclusive public pedestrian access easement granted to the City for Pedestrian Uses, subject to the limitations, regulations and standards in this Agreement. In addition, Usage Rights shall include (i) temporary emergency use by emergency fire, police and ambulance vehicles; (ii) intermittent use as needed by vehicles providing security services either for the City or for Grantor and (iii) only in the Ferry Bar Park Access fishing, crabbing, bicycle riding, and tie up for canoe, kayak, paddleboat or other non-motorized boat.

(b) The grant of Usage Rights does not imply, suggest or constitute a dedication of any kind of any real property interests to the City, to the public in general or to any other individual, entity or governmental body. Usage Areas are not and never shall be part of the City's park or open space system, nor subject to regulation or control by any agency or body of the City or State as either a park or open space, but shall be subject to applicable laws, including zoning and similar land-use laws.

(c) Reasonable rules with respect to the Usage Area concerning noise, dress, conduct and concerns of a similar nature regarding exercise of the Usage Rights may be established by Grantor and shall be enforced by Grantor, to the extent it is legally able, and by the City to the extent it is legally able under applicable laws and regulations.

(d) As a general principle, the Usage Area will be available for Pedestrian Use only from dawn to dusk (the "**Opening Hours**").

(e) At all times other than Opening Hours, the Usage Area may, at Grantor's discretion, either be kept open or restricted in use.

(f) Grantor reserves the right to close the Usage Area during Opening Hours for reasonable cause, which shall include but not be limited to concerns arising in the reasonable and good faith judgment of Grantor for any of the following (each a "**Special Circumstance**"): (1) potential and material interference with the Grantor's business operations, (2) safety issues, or (3) security issues, in each case resulting from or arising as a result of: construction, repair or modification of Campus Improvements, Walkway Construction, Walkway Repairs, emergencies, security concerns, inclement weather, special events conducted by Grantor or authorized by Grantor, any requirements attendant to preserving the private nature of the property rights and the absence of any public rights beyond those specified in this Agreement, training activities, athletic events, publicity shoots, and any other use necessary to the Grantor's business and activities, provided that in each instance, Grantor will (x) provide the City with such advance notice as may be feasible under the circumstances, (y) use good faith efforts to limit the closures and their duration only to the time necessary to accommodate the Special Circumstance and (z) as to which any existing fencing, landscaping and elevation differences do not provide sufficient segregation from Campus Improvements. Other than weather related or public safety issues, the Grantor may not close the Usage Area due to a Special Circumstance more than twenty-four (24) times per year without the consent of the City, not to be unreasonably withheld. A temporary closure of less than three (3) hours' duration within a 24-hour period shall not be considered a closure that counts against such twenty-four (24) times per year maximum.

(g) Nothing in the provisions of this Agreement shall be deemed in any way to confer upon the City, or its officers, employees, agents, or members of the general public any Usage Rights or other right entitling the City or any other such person (without the prior, express, written consent of the Grantor which may be given or withheld in its sole and absolute discretion) to bring any boat or other vessel into the waters adjoining the Usage Area, or to place, anchor, tie-up, or dock any boat or other vessel at or adjacent to any pier, walkway, piling, or other portion of the Usage Area, or to enter or exit any portion of the Usage Area from any boat or other vessel, all of which rights are hereby expressly reserved to and by the Grantor.

(h) Nothing in this Agreement shall be deemed to restrict the use of the Usage Area by the Grantor and by the owners and occupants of the Land or the Campus from time to time, and by their invitees and licensees, in connection with the use, enjoyment,

ownership and operation of the Land or the Campus or any portion thereof in accordance with all applicable laws, including but not limited to any applicable zoning laws

(i) Grantor reserves the right to make, at its sole discretion but consistent with and subject to all applicable City, state and federal codes and regulations, such alterations, improvements, repairs and replacements to the Under Armour Coastal Walkway as may be appropriate, and to relocate all or part of the Under Armour Coastal Walkway, provided that any such work that constitutes a material change to a design previously approved by any City agency may only be undertaken with the prior approval of such agency, not to be unreasonably withheld. Grantor agrees that such alterations, improvements, repairs, replacement and relocations will be carried out in such a way as to maintain, to the extent reasonably feasible, continuing Pedestrian Use of the Under Armour Coastal Walkway, provided that this good faith obligation is not intended to obligate Grantor to provide a temporary route or access during any such periods of interruption.

(j) During any period of closure, whether for a Special Circumstance or otherwise, Grantor will be under no obligation to provide temporary or alternative access.

2.2. Development Period. During the Development Period, (a) Grantor may limit or restrict access without any obligation to provide temporary or alternative access, as necessary to construct, repair or replace Campus Improvements, (b) Grantor may establish such additional rules, restrictions and requirements as are appropriate for construction, staging or storage sites that may be on or near the Usage Area. Grantor will periodically advise the City regarding progress on location, design, configuration and timing of the Under Armour Coastal Walkway, including the connection with Ferry Bar Park.

2.3. Operating Period. During the Operating Period and subject to and in accordance with the terms and conditions set forth in Section 2.1(f) regarding Special Circumstance, Grantor may limit or restrict access without any obligation to provide temporary or alternative access.

2.4. Insurance and Restoration. Grantor agrees to maintain such insurance as is available at commercially reasonable rates so as to enable Grantor to restore the Under Armour Coastal Walkway, subject to the occurrence of a Casualty Event, upon any damage or destruction to all or part of the Under Armour Coastal Walkway.2.5 Ferry Bar Park. The City owns Ferry Bar Park, shown as Block 1053, Lot 3 on Exhibit A. Access to Ferry Bar Park from West Peninsula Drive is currently provided through a 50 foot wide easement as shown on the subdivision plat entitled "Lands of Starwood Ceruzzi P.C., etc." recorded in the Plat Records of Baltimore City in Plat No. FMC 3683 (the "Existing Ferry Bar Park Easement"). The parties anticipate that the location and design of Under Armour Coastal Walkway will be such that the Existing Ferry Bar Park Easement will be superseded in all functional respects. At such time as the Under Armour Coastal Walkway is completed in the area between West Peninsula Drive and Ferry Bar Park and a Declaration is recorded confirming the grant to the City with the Usage Rights provided for under this Agreement in such area, then the City will simultaneously release and terminate the Existing Ferry Bar Easement. In no event shall the restrictions on use of the Under Armour Coastal Walkway



be applicable to any activities in Ferry Bar Park, which remains park property of the City under its sole and exclusive control.

3. Limitations on Exercise of Usage Rights. The City may exercise the Usage Rights only upon the terms and subject to the conditions that are set forth in the provisions of this Agreement. No person otherwise entitled by the provisions of this Agreement to enter upon and use the Usage Area shall do so other than in accordance with applicable law. Reasonable additional rules with respect to the Usage Area concerning noise, dress, conduct and concerns of a similar nature regarding exercise of the Usage Rights shall be established by the City, however (a) any such rules must (i) be subject to Grantor's rights hereunder, and (ii) be reviewed and approved by Grantor, and (b) all signage within a Usage Area shall be posted and maintained by Grantor.

4. Benefit of Usage Rights. The benefit of the Usage Rights shall run with the land. This Agreement shall be binding upon the Grantor as owner of the Usage Area and upon each successor owner from time to time, throughout the Term. Upon transfer of the Usage Area, the Grantor and thereafter each successive transferring owner shall be relieved of all liabilities under this Agreement accruing from and after the date of such transfer.

5. Maintenance and Repairs; Patrol.

(a) Subject to the provisions of Section 6 below, the Grantor shall, throughout the term of this Agreement, use commercially reasonable efforts to maintain and keep in a safe condition and in good order and repair the Under Armour Coastal Walkway, provided that certain activities, including the removal of ice and snow, may be deferred until conditions are more appropriate for such removal. Grantor further reserves the right to close the Under Armour Walkway in the event of dangerous or threatening conditions, including snow, ice, flooding, tidal actions and storms, for such period as Grantor deems appropriate.

(b) Subject to the provisions of Section 6 below, after the Completion Date, the City shall, at its expense and consistent with its typical and customary patrol patterns in the surrounding community, instruct the Baltimore City Police Department (the "BCPD") to patrol the Usage Area during the Opening Hours by as if the Usage Area were a public street or sidewalk, notwithstanding that the Usage Area is privately owned and that the rights granted hereunder are limited as set forth in this Agreement, including Section 4 above. At Grantor's option, Grantor may supplement or replace such coverage with private security. In either event, the provision of supplemental security services either by Grantor or by a business improvement district such as the Waterfront Management District established under the City Code, Article 14, section 8-1 and following, shall not relieve the City from its obligations to provide for the public health, safety and welfare.

(c) Grantor authorizes the City and the BCPD to enforce this Agreement and any rules and regulations implemented either by the City or the Grantor.

(d) Grantor reserves the right to install and operate such security measures as Grantor may deem appropriate, including the use of cameras, facial recognition devices and other new technologies that may be developed for purposes of surveillance and protection.

6. Liability and Insurance.

(a) The City and Grantor hereby agree and confirm that the provisions of Section 5-1103 and Section 5-1104 of the Natural Resources Article of the Annotated Code of Maryland (collectively, the "Statutes") are intended to apply and shall be applicable to this Agreement, the Usage Area and all actions, omissions and obligations of Grantor, the City and their respective successors and assigns with respect to the Usage Area and to this Agreement. Nothing in this Agreement is intended to create or shall create any liability or obligation on the part of the Grantor or the City, or their successors and assigns, to the general public or to any third party except to the extent such liability or obligation is set forth in the Statutes.

(b) The Grantor shall defend, indemnify, and hold harmless the City, and its elected or appointed officials, employees and agents, against and from any liability or claim for bodily injury, death or property damage arising out the negligent failure of the Grantor to maintain or repair the Usage Area as set forth in this Agreement excluding, however, any liability or claims for bodily injury, death and/or property damage that relates to or involves in any manner the use of bicycles or any other vehicles on or over the Usage Area, notwithstanding any policy or policies of insurance; provided, however, in no event shall the City waive any right to sovereign immunity or liability limitations which would be applicable with respect to any such claim or liability.

(c) The City shall maintain under its self-insurance program liability insurance against claims for bodily injury or death and property damage in the Usage Area occasioned by accident or other occurrence.

(d) Except for any liability or claim of liability against which the City is indemnified by Grantor, the City shall defend, indemnify, and hold harmless Grantor against and from any liability or claim of liability to third parties for bodily injury, death or property damage, including all losses, damages and expenses (including reasonable attorneys' fees) relating thereto, arising out of the lawful or unlawful use of the Usage Area by any person or persons during Opening Hours. Additionally, except as provided in the following sentence, in the event of the use of bicycles or any other vehicles over the Usage Area, the City shall defend, indemnify and hold harmless Grantor against and from any liability or claim of liability to third parties for bodily injury, death or property damage, including all losses, damages, expenses (including reasonable attorneys' fees) relating thereto arising out of the lawful or unlawful use of the Usage Area and which relates to or involves in any manner the use of bicycles or other vehicles on or over the Usage Area (herein collectively "**Vehicle Claims and Liabilities**") during Opening Hours. Notwithstanding the provisions of the previous sentence, the City shall not be obligated to defend, indemnify or hold harmless Grantor with respect to: (a) any Vehicle Claims and Liabilities that result from a failure of Grantor to maintain and repair the Under Armour Coastal Walkway in accordance with Section 5 above; and (b) any liability of Grantor as provided in Section 5-1106 of the Natural Resources Article of the Annotated Code of Maryland (2005 Repl. Vol.) (as such statute is in effect on the date of this Agreement).

7. Default. If either party fails to perform any provision, covenant, or condition of this Agreement or a Declaration then, in such event, the other shall have the right, upon ten (10) days prior written notice, to proceed to take such action as is necessary to cure such default, all in the

name of and for the account of the breaching party. The breaching party shall on demand reimburse the other party for the money actually expended in accomplishing such cure, together with all reasonable out-of-pocket expenses plus interest at the rate of twelve percent (12%) per annum. If the other party shall in good faith deem that an emergency is occurring or has occurred, so that a default requires immediate cure, no notice shall be required and such party shall be entitled to take action without notice, provided notice is given as soon thereafter as possible. No default, action, or inaction shall give any party the right to terminate this Agreement or a Declaration or to deny access to the Usage Area, except as provided in this Agreement. In the event that the City breaches a non-payment or performance obligation, Grantor may, upon prior written notice and a failure by the City to cure such default within thirty (30) days after such notice is received or deemed to be received, revoke and terminate this Agreement and/or the applicable Declaration, or limit and/or revoke specific rights granted to the City hereunder or thereunder.

8. Notices. Any notice, demand, consent, approval, request or communication to be provided hereunder to a party shall be in writing and shall be sent (a) by certified mail, postage prepaid, return receipt requested, (b) by a nationally recognized overnight courier that provides verification of receipt, or (c) by hand delivery provided written acknowledgement of such delivery is obtained, to the addresses of such parties as are set forth in Schedule B, subject to the right of any party to designate a different address by notice similarly given. Notice shall be deemed given when such notice is received or receipt is rejected at the indicated address.

9. Amendment. Any amendment of this Agreement must be executed in writing and with the same formality as this Agreement.

10. Headings. The headings of the sections are provided for and only for convenience of reference, and shall not be considered in construing their contents.

11. Exhibits. Each writing, schedule or exhibit referred to herein as being attached hereto is hereby made a part of this Agreement.

|            |  |
|------------|--|
| SCHEDULE A | Legal Description of Land  |
| SCHEDULE B | Addresses to Whom Notices Concerning This Agreement Are to Be Sent |

*[signatures begin on the next page; the balance of this page is intentionally blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS:

GRANTOR

UNDER ARMOUR, INC.

Kathleen Marie Pottorf

By: Neil Jurgens (SEAL)

Authorized Person

STATE OF MARYLAND )

) TO WIT:

CITY OF BALTIMORE )

I HEREBY CERTIFY that on the 14<sup>th</sup> day of July, 2016, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared Neil Jurgens, known to me (or satisfactorily proven), to be an authorized person for **UNDER ARMOUR, INC.**, a Maryland corporation, and that he, as such authorized person of such company, executed the foregoing Agreement for the purposes therein contained on behalf of **UNDER ARMOUR, INC.**.

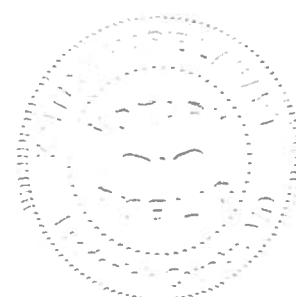
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Kathleen Marie Pottorf

NOTARY PUBLIC

My Commission Expires: March 9, 2020

My Commission Expires  
March 9, 2020



UA PORT COVINGTON HOLDINGS, LLC  
By: Under Armour, Inc., its sole member

Kaitlyn Marie Patten

By: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_

STATE OF MARYLAND            )  
  ) TO WIT:  
CITY OF BALTIMORE        )

I HEREBY CERTIFY that on the 14<sup>th</sup> day of July, 2016, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared Neil Jurgens, known to me (or satisfactorily proven), to be the VP-Corporate real estate of **UNDER ARMOUR, INC.**, the sole member of **UA PORT COVINGTON HOLDINGS, LLC**, a Maryland limited liability company, and that he, as such authorized person of such company, executed the foregoing Agreement for the purposes therein contained on behalf of **UA PORT COVINGTON HOLDINGS, LLC**.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Kaitlyn Marie Patten  
NOTARY PUBLIC  
My Commission Expires: March 9, 2020

My Commission Expires  
March 9, 2020



ATTEST:

MAYOR AND CITY COUNCIL OF BALTIMORE

*Stacy Gudneff*

Alternate Custodian of the City Seal

By: *Paul T. Graziano*

(SEAL)

Paul T. Graziano,  
Commissioner of Department of Housing  
and Community Development

Approved for form and legal sufficiency:

*John P. Macher*  
Date 7/19/16

STATE OF MARYLAND )  
CITY OF BALTIMORE ) TO WIT:

I HEREBY CERTIFY that on the 18<sup>th</sup> day of July, 2016, before me, the subscriber, a Notary Public in and for the City/County and State aforesaid, personally appeared **Paul T. Graziano**, Commissioner of Department of Housing and Community Development, who signed the foregoing Agreement in my presence and acknowledged it to the act of the Mayor and City Council of Baltimore.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

*Ronnie L. Chandler*  
NOTARY PUBLIC  
My Commission Expires: 11/06/2018

Approved by the Board of Estimates

*Bernice N. Taylor*

Clerk Date  
OCT 12 2016

**SCHEDULE A**

**DESCRIPTION OF LAND**

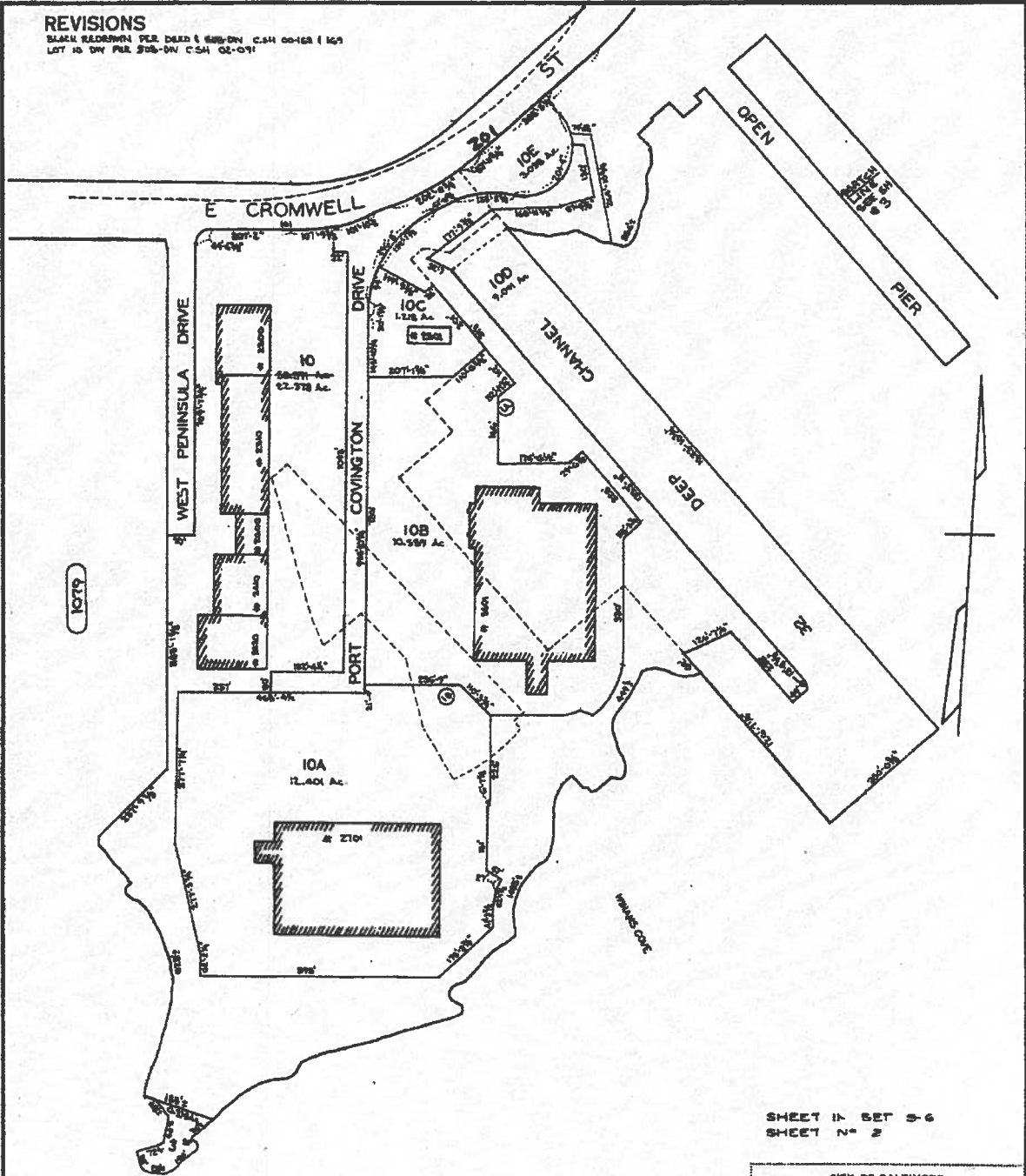
The included parcels and the last conveyancing deeds before transfer to UA Port Covington Holdings LLC are:

- A. 101 East Cromwell Street, Ward 24, Section 6, Block 1053, Lot #010, acquired by 101 East Cromwell Street, LLC from Port Covington LLC by Deed dated February 3, 2014 and recorded at Liber FMC 15987, page 77.
- B. 2701 Port Covington Drive, Ward 24, Section 6, Block 1053, Lot #010A, acquired by 2701 Port Covington Drive, LLC from First Covington LLC by Deed dated February 3, 2014 and recorded at Liber FMC 15987, page 84.
- C. 2601 Port Covington Drive, Ward 24, Section 6, Block 1053, Lot #010B, acquired by 2601 Port Covington Drive, LLC from First Covington LLC by Deed dated February 3, 2014 and recorded at Liber FMC 15987, page 69.
- D. 2501 Port Covington Drive, Ward 24, Section 6, Block 1053, Lot #010C, acquired by 2501 Port Covington Drive, LLC from Port Covington LLC by Deed dated February 3, 2014 and recorded at Liber FMC 15987, page 61.
- E. 2551 Port Covington Drive, Ward 24, Section 6, Block 1053, Lot #010D, acquired by 2551 Port Covington Drive, LLC from Port Covington LLC by Deed dated February 3, 2014 and recorded at Liber FMC 15987, page 53.
- F. 201 East Cromwell Street, Ward 24, Section 6, Block 1053, Lot #010E, acquired by 201 East Cromwell Street, LLC from Port Covington LLC by Deed dated February 3, 2014 and recorded at Liber FMC 15987, page 45.

See attached Block Plat

**REVISIONS**

BLACK REDRAWN PER DEED & 688-DIV C.S.M. 00-168 & 169  
 LOT 10 DIV PER 308-DIV C.S.M. 02-071



1079

SHEET IN SET 3-6  
 SHEET N° 2

CITY OF BALTIMORE  
 DEPARTMENT OF PUBLIC WORKS

PROPERTY LOCATION SECTION  
 WARD **24** SECTION **6**  
 BLOCK **1053**  
 SCALE 1" = 200' DATE MARCH 2015

TRACED BY: PFM  
 LETTERED BY: PMS  
 CHECKED BY:

**NOTICE**  
 THIS IS A REAL PROPERTY PLAT AS PROVIDED  
 FOR UNDER ARTICLE 76(D) OF THE CITY CHARTER  
 IT IS COMPILED FROM TITLE AND OTHER  
 SOURCES AND IS NOT AN AUTHENTIC SURVEY.



**SCHEDULE B**

**ADDRESSES TO WHOM NOTICES ARE TO BE SENT**

**GRANTOR (as to both UA and Holdings):**

Under Armour, Inc.  
1030 Hull Street  
Baltimore, Maryland  
Attn: Vice-President for Real Estate and Facilities

With a copy to:  
Attn: Legal Counsel

And an additional copy to:                      Ballard Spahr LLP  
300 East Lombard Street, 18<sup>th</sup> Floor  
Baltimore, Maryland 21202  
Attn: Mark Pollak, Esq.

**CITY:**

Commissioner  
Baltimore City Department of Housing  
and Community Development  
417 East Fayette Street, Suite 1300  
Baltimore, Maryland 21202

Promenade Coordinator  
Baltimore City Department of Planning  
417 East Fayette Street, 8<sup>th</sup> Floor  
Baltimore, Maryland 21202

Baltimore City Law Department  
City Hall, Room 101  
100 North Holliday Street  
Baltimore, Maryland 21202