

DECLARATION OF EASEMENT
Access, Construction and Maintenance

THIS DECLARATION OF EASEMENT (this "Agreement") is made as of this 10th day of March, 2006, by the CITY OF ABERDEEN, MARYLAND, a body politic and corporate with an address of P.O. Box 70, Aberdeen, Maryland 21001 (the "City"), for the benefit of the City and any subsequent owners and users of Lot 3, Lot 5 and Lot 6 (each as defined below).

Explanatory Statement

A. The City is the owner of a fee simple interest in those parcels of real property located in the City of Aberdeen, Maryland, which are known as Lot 3 ("Lot 3"); Lot 5 ("Lot 5"); and, Lot 6 ("Lot 6"), each as being more particularly described and shown on the subdivision plat entitled "Revised Lots 3 and 4 – Final Plat, Long Property Subdivision", which subdivision plat was recorded among the Plat Records of Harford County, Maryland at Liber C.G.H No. 107, Folio 55, on April 5, 2002, as amended from time to time. Lot 3, Lot 5 and Lot 6 are hereinafter singularly referred to as a "Lot" and collectively referred to as the "Lots".

B. In connection with the development and use of the Lots, a private access road and drop off circle (the "Access Road"), as shown on Exhibit A attached hereto, located off of Long Drive shall be constructed that will allow vehicular and pedestrian access to and from the Lots. The Access Road is located on portions of Lot 3, Lot 5 and Lot 6. Those portions of Lot 3, Lot 5 and Lot 6 that contain the Access Road and the sidewalks, curbs, pavement and other improvements and devices now constructed or to be constructed within such area shall hereinafter sometimes be referred to as the "Easement Area," as shown on Exhibit A.

C. The City desires to subject the Easement Area and that portion of the Lots that extends twenty feet (20') from the perimeter of the Easement Area (the "Construction Area"), as shown on Exhibit A, to a construction and maintenance easement (the "Construction Easement") to be used in connection with the construction, maintenance and repair of the Access Road and the improvements within the Easement Area.

D. It is the intention of the City to allow the current users and any subsequent user or users of a Lot or Lots (singularly, a "Lot User" and collectively, the "Lot Users") common use of the Easement Area for access to and from that certain Lot used by a particular Lot User and to provide for the construction and maintenance of the Access Road and the improvements now constructed or to be constructed within the Easement Area.

E. For the purpose of the orderly development and use of the Lots by the City, its successors and assigns (the "Owner or Owners"), and the Lot Users, their respective successors and assigns, the City desires to subject the Lots to the terms of this Agreement.

NOW, THEREFORE, the City, as the Owner of the Lots, hereby declares that the Lots shall be subject to the easements and the covenants hereinafter set forth. The easements shall be



binding upon the Owner or Owners of the Lots, the Lot Users, and their respective successors and assigns, to the end that such easements and the covenants herein shall run with, bind, burden and benefit said Lots, and any other parcel created by further subdivision of the Lots, to the terms of this Agreement for their mutual benefit, subject to the covenants hereinafter set forth. The City hereby declares, and any party who shall hereafter take title to and/or be a Lot User of any or all of the aforementioned Lots or a portion thereof shall be deemed to have covenanted and agreed, as follows:

1. The Access Easements.

1.1 Lot 3 Access Easement. The City, as the Owner of Lot 3, does hereby establish and create, from the date of this Agreement for the use and benefit of Lot 5 and Lot 6, but in common with all rights of the Owners and Lot Users of Lot 3 from time to time, their respective agents, servants, employees, tenants, subtenants, licensees, occupants, invitees, successors and assigns, and all other parties lawfully upon Lot 3 (collectively, the "Lot 3 Users"), and for the benefit of the Owners and Lot Users of Lot 5 and Lot 6 from time to time, their respective agents, servants, employees, tenants, subtenants, licensees, occupants, invitees, successors and assigns, and all other parties lawfully upon Lot 5 and Lot 6 (collectively, the "Lot 5 and Lot 6 Users") a perpetual, reciprocal and non-exclusive easement appurtenant to Lot 5 and Lot 6 (the "Lot 3 Access Easement") for unrestricted ingress and egress, both pedestrian and vehicular, upon and over any and all portions of Lot 3 that are located within the Easement Area. In furtherance of, and not in limitation of, the Lot 3 Access Easement, the City, as the Owner of Lot 3, hereby establishes and creates, from the date of this Agreement, for the use and benefit of Lot 5 and Lot 6 and the Lot 5 and Lot 6 Users, but in common with the rights of the Lot 3 Users, a perpetual, reciprocal and non-exclusive right, license and privilege to use any and all driveways, walkways, roadways, pavements or other surface improvements, curbs and other structures and devices existing now or hereafter constructed within any and all portions of Lot 3 that are located within the Easement Area.

1.2 Lot 5 Access Easement. The City, as the Owner of Lot 5, does hereby establish and create, from the date of this Agreement for the use and benefit of Lot 3 and Lot 6, but in common with all rights of the Owners and Lot Users of Lot 5 from time to time, their respective agents, servants, employees, tenants, subtenants, licensees, occupants, invitees, successors and assigns, and all other parties lawfully upon Lot 5 (collectively, the "Lot 5 Users"), and for the benefit of the Owners and Lot Users of Lot 3 and Lot 6 from time to time, their respective agents, servants, employees, tenants, subtenants, licensees, occupants, invitees, successors and assigns, and all other parties lawfully upon Lot 3 and Lot 6 (collectively, the "Lot 3 and Lot 6 Users") a perpetual, reciprocal and non-exclusive easement appurtenant to Lot 3 and Lot 6 (the "Lot 5 Access Easement") for unrestricted ingress and egress, both pedestrian and vehicular, upon and over any and all portions of Lot 5 that are located within the Easement Area. In furtherance of, and not in limitation of, the Lot 5 Access Easement, the City, as the Owner of Lot 5, hereby establishes and creates, from the date of this Agreement, for the use and benefit of Lot 3 and Lot 6 and the Lot 3 and Lot 6 Users, but in common with the rights of the Lot 5 Users, a perpetual, reciprocal and non-exclusive right, license and privilege to use any and all driveways, walkways, roadways, pavements or other surface improvements, curbs and other structures and devices existing now or hereafter constructed within any and all portions of Lot 5 that are located within the Easement Area.

1.3 Lot 6 Access Easement. The City, as the Owner of Lot 6, does hereby establish and create, from the date of this Agreement for the use and benefit of Lot 3 and Lot 5, but in common with all rights of the Owners and Lot Users of Lot 6 from time to time, their respective agents, servants, employees, tenants, subtenants, licensees, occupants, invitees, successors and assigns, and all other parties lawfully upon Lot 6 (collectively, the "Lot 6 Users"), and for the benefit of the Owners and Lot Users of Lot 3 and Lot 5 from time to time, their respective agents, servants, employees, tenants, subtenants, licensees, occupants, invitees, successors and assigns, and all other parties lawfully upon Lot 3 and Lot 5 (collectively, the "Lot 3 and Lot 5 Users") a perpetual, reciprocal and non-exclusive easement appurtenant to Lot 3 and Lot 5 (the "Lot 6 Access Easement") for unrestricted ingress and egress, both pedestrian and vehicular, upon and over any and all portions of Lot 6 that are located within the Easement Area. In furtherance of, and not in limitation of, the Lot 6 Access Easement, the City, as the Owner of Lot 6, hereby establishes and creates, from the date of this Agreement, for the use and benefit of Lot 3 and Lot 5 and the Lot 3 and Lot 5 Users, but in common with the rights of the Lot 6 Users, a perpetual, reciprocal and non-exclusive right, license and privilege to use any and all driveways, walkways, roadways, pavements or other surface improvements, curbs and other structures and devices existing now or hereafter constructed within any and all portions of Lot 6 that are located within the Easement Area.

2. Construction Easement. The City, as the Owner of the Lots, does hereby declare that the Easement Area and the Construction Area shall be subject to the Construction Easement from the date of this Agreement. The purpose of the Construction Easement shall be to allow access and otherwise to use those portions of the Lots within the Easement Area and the Construction Area in connection with the construction, maintenance, repair and reconstruction of the Access Road and any and all driveways, walkways, roadways, pavements or other surface improvements, curbs and other structures and devices existing now or hereafter constructed within the Easement Area (the "Improvements"). With respect to the Construction Easement, the Lot Users and their agents shall have the right of ingress and egress to and from the Easement Area and the Construction Area on and across the Lots from Long Drive, solely for activities related to the construction, maintenance, repair and reconstruction of the Improvement, but only to the minimal extent necessary; provided, however, that the Lot Users and their agents shall (i) use existing roadways where possible, (ii) minimize damage to planted, cultivated or landscaped areas, streams, lawns and structures, (iii) keep the Easement Area and Construction Area reasonably clear of construction debris, and (iv) not significantly alter or modify the grade or slopes on the Lots.

2.1 Termination of Access to and Use of the Construction Area. The access to and use of the Construction Area granted by the Construction Easement shall terminate upon the earlier to occur of (a) the date on which the initial construction of the Access Road is complete, or (b) five (5) years after the date of this Agreement (the earlier to occur of (a) or (b) is hereinafter referred to as the "Termination Date"). It is anticipated that the initial construction of the Access Road shall be completed by October, 2006. After the Termination Date, the Lot Users, their agents, successors and assigns will cease to have any rights of ingress or egress upon, under or across the Construction Area with respect to the construction of any Improvements. The termination of access to and use of the Construction Area shall not affect (i) any rights or obligations with respect to access to and use of the Easement Area for maintenance, repair and reconstruction, or (ii) any other easements and covenants established and created by this Agreement.

2.2 Construction Standard. The City, as the Owner of the Lots, does hereby declare and establish that the initial construction of the Improvements shall be performed in a good and workmanlike manner with good quality materials and in accordance with the rules, regulations, laws and ordinances of any and all applicable governmental authorities. All work shall be done in a neat, timely and orderly manner. Upon completion of the initial construction of the Improvements, the Construction Area shall be restored, as nearly as practicably possible to its original condition.

2.3 Construction Costs. The Lot User of Lot 5 shall be responsible for any and all costs and expense incurred after the date of this Agreement related to the initial construction of the Improvements (the "Construction Costs"). The Lot User of Lot 5 shall also be responsible for any and all necessary permits and approvals in connection with the construction of the Improvements. Notwithstanding anything to the contrary contained herein, the Lot User of Lot 3 at the time of the initial construction of the Improvements shall pay to the Lot User of Lot 5 (as determined on the date hereof) Eight Thousand Seven Hundred and No/100 Dollars (\$8,700.00) of the paving costs for the Access Road. The City shall not be responsible, obligated or liable for any Construction Costs whatsoever.

2.4 Performance and Payment of Construction Work. It shall be the obligation of the Lot User of Lot 5 to initiate, undertake, contract and remit payment for the initial construction work necessary to construct the Improvements. Since the drop off circle (the "Circle") section of the Access Road, as shown on Exhibit A, has already been paved by the Lot User of Lot 3, the Lot User of Lot 5 shall have no obligation to pave the Circle. After the paving of that section of the Access Road from Long Drive to the Circle is complete, the Lot User of Lot 5 shall deliver to the Lot User of Lot 3 a copy of the invoice for the paving of that section of the Access Road. Within fifteen (15) days of receipt of the invoice, the Lot User of Lot 3 shall remit to the Lot User of Lot 5 the amount with respect to the paving for which the Lot User of Lot 3 is responsible under Section 2.3, that is, \$8,700. The Lot User of Lot 5 shall combine its portion of the paving costs with those collected from the Lot User of Lot 3 and remit the total payment to the appropriate party or parties to satisfy the obligations incurred with respect to the paving of that section of the Access Road. The City shall have no responsibility, obligation or liability whatsoever with respect to the construction of the Improvements.

3. Maintenance, Repair and Reconstruction of Easement Area.

3.1 Maintenance Standard. The City, as the Owner of the Lots, does hereby declare and establish that the Lot Users shall keep and maintain the Easement Area and improvements located therein in a state of good order and repair (the "Maintenance Standard").

3.2 Maintenance Costs. The respective Lot Users from time to time shall be responsible for any and all costs and expense related to any and all maintenance, repairs, reconstruction and upkeep necessary to maintain the Maintenance Standard (the "Maintenance Costs") of the Improvements. The City shall not be responsible, obligated or liable for any Maintenance Costs whatsoever.

3.3 Allocation of Maintenance Costs.

3.3.1 Initial Allocation. Each Lot User shall be responsible for their respective allocated portion of the Maintenance Costs, which portions are as follows:

- (i) Lot 3 shall be allocated 5% of the Maintenance Costs;
- (ii) Lot 5 shall be allocated 90% of the Maintenance Costs; and
- (iii) Lot 6 shall be allocated 5% of the Maintenance Costs.

3.3.2 Adjustment to Allocation. The allocation of Maintenance Costs is based on the estimated number of vehicles that will use the Access Road to access each particular Lot. The allocation of Maintenance Costs for each Lot shall remain as set forth above through the 2008 calendar year. Commencing with the 2008 calendar year and continuing every third calendar year thereafter, each Lot User shall deliver to the Lot User of Lot 3 within thirty (30) days after the last day of such third calendar year (by January 30, 2009 for the 2008 calendar year) a statement containing a calculation of the approximate total number of vehicles that used the Access Road to access such Lot Users' Lot in the previous three calendar years (the calculation for the 2008 calendar year shall be based solely on the usage in 2008). Each Lot Users' calculation of the total number of vehicles using the Access Road shall be based on a reasonable formula that will be approved by the other Lot Users prior to November 1, 2007 to accurately reflect the actual usage. Each Lot's allocation of Maintenance Costs shall be adjusted for the 2009 calendar year based on the Lot Users' calculations of usage for the 2008 calendar year. Commencing 2012 and continuing every third calendar year thereafter, each Lot's allocation of Maintenance Costs shall be adjusted for such calendar year based on the average of the Lot Users' calculations of usage for the three previous calendar years. For each calendar year that an adjustment to the allocation of Maintenance Costs is made, the Lot User of Lot 3 shall determine the adjusted percentages and deliver a statement to each Lot User of the adjusted allocation for the particular calendar year within the first sixty (60) days of such calendar year. The City shall have no responsibility, obligation or liability whatsoever with respect to the calculation of usage or the adjustment to the allocation.

3.3.3 Dispute Resolution. If a Lot User believes that the adjustment to such Lot User's allocated percentage of Maintenance Costs for any calendar year that an adjustment is made to the allocation of Maintenance Costs under Section 3.3.2 results in an allocation that does not fairly and reasonably allocate the Maintenance Costs among the Lot Users based on the actual prior usage of the Access Road by such Lot Users, such Lot User may request a review of such adjustment by providing written notice to the other Lot Users stating in reasonable detail such request (a "Dispute Notice") within thirty (30) days following receipt of the statement from the Lot User of Lot 3 making the adjustment to the allocation for the particular calendar year. If a Dispute Notice is not timely delivered to the appropriate Lot Users for a particular calendar year that an adjustment is made, then the adjusted allocation for the particular calendar year shall be final, binding and deemed to be agreed to by each Lot User. Following the receipt of a timely delivered Dispute Notice, the Lot Users shall endeavor to resolve the matter in dispute as expeditiously as possible. In the event that the Lot Users are

unable to resolve the matter, a Lot User may demand that a traffic consultant or traffic engineer (the "Traffic Expert") be retained to determine the proper percentage allocation of Maintenance Costs. Within five (5) business days of a demand for the Traffic Expert, the Lot User of Lot 3 and the Lot User of Lot 6 shall jointly designate a traffic consultant or traffic engineer ("Consultant #1") and the Lot User of Lot 5 shall designate a traffic consultant or traffic engineer ("Consultant #2"). Within five (5) business days of the last to be so designated, Consultant #1 and Consultant #2 shall work together to select the Traffic Expert. Within five (5) business days of selection, the Traffic Expert shall be retained by the Lot User who demanded the Traffic Expert. Each Lot User in a reasonable timely manner shall provide the Traffic Expert with any and all reasonable requests for information and records with respect to the usage of the Access Road. The Traffic Expert shall deliver to each Lot User within thirty (30) days, if practicable, a report detailing the Traffic Expert's finding and the percentage allocation of Maintenance Costs determined by the Traffic Expert for each Lot User for the particular calendar year. The finding of the Traffic Expert shall be final, binding and deemed to be agreed to by each Lot User. In the event that the Traffic Expert determines that any Lot User underreported such Lot User's calculation of the approximate total number of vehicles that used the Access Road for the time period in question by ten percent (10%) or more (an "Underreporting"), such Lot User shall be solely responsible for the costs and expense of the Traffic Expert. If the Traffic Expert determines that no Lot User is a party to an Underreporting, then the Lot User that demanded and retained the Traffic Expert shall be solely responsible for the costs and expense of the Traffic Expert. If more than one Lot User is the party to an Underreporting, the Lot Users that underreported shall be responsible for the costs and expense of the Traffic Expert in an amount equal to such costs and expense divided by the number of underreporting Lot Users.

3.4 Performance of Maintenance and Repair Work. It shall be the obligation of the Lot User of Lot 5 to initiate, undertake and contract for the maintenance, repair and/or reconstruction work in the Easement Area and the facilities therein as is necessary to maintain the Maintenance Standard. The Lot User of Lot 5 shall present to the other Lot Users for their approval, which approval shall not be unreasonably withheld, a maintenance, repair and/or reconstruction plan and the estimated cost to perform the work necessary to maintain the Maintenance Standard. Upon approval of the plan by the Lot Users, the Lot User of Lot 5 shall have the authority to contract with the party or parties, as the case may be, approved to perform such work. Notwithstanding the foregoing, except in the event of an emergency, no Lot User, nor a Lot User of any other parcel created therefrom hereafter, shall initiate any maintenance or repair work for which it will seek reimbursement from the other Lot Users from time to time, without first seeking the approval of such other Lot Users, with respect to the necessity and degree of the required work, which approval shall not be unreasonably withheld or delayed, and shall be deemed given unless a contrary response is delivered to the requesting Lot User within thirty (30) days after the date of such request. The City shall have no responsibility, obligation or liability whatsoever with respect to the maintenance, repair and/or reconstruction of the Improvements.

3.5 Other Areas. Each respective Lot User from time to time shall, at its sole cost and expense, be solely responsible for any and all repairs, maintenance and upkeep to all other areas of the particular Lot used by such Lot User that are not located within the Easement Area, which shall be done in a fashion to meet the Maintenance Standard.

3.6 Further Subdivision. If any Lot is further subdivided, the Lot Users of the newly created parcels and all other Lot Users of the remaining Lots shall cooperate to adjust the payment obligation of the Maintenance Costs to reflect the newly created parcels.

3.7 Negligence or Willful Acts. Notwithstanding anything to the contrary stated herein, if such repair, maintenance and upkeep shall be necessary as a result of the negligence or willful act of any Lot User, or of its agents, employees, tenants, subtenants, licensees, occupants, invitees, successors or assigns, the negligent Lot User, at its sole cost and expense (as between it and the other Lot Users), shall be responsible for such costs. Such negligent Lot User shall indemnify and defend the other Lot Users against, and hold the other Lot Users harmless from, any and all claims, actions, damages, liabilities or expenses in connection with any and all injuries to or deaths of persons, or damage to property, suffered by the other Lot Users or its agents, employees or invitees, or any other person or entity arising out of, with respect to or in any way connected with the negligence or willful act of such Lot User, or of its agents, employees, tenants, subtenants, licensees, occupants, invitees, successors or assigns.

4. Payment of Maintenance Costs. The Lot User of Lot 5 shall be primarily responsible for collecting payments for the Maintenance Costs from the Lot Users of Lot 3 and Lot 6 for their respective portions thereof as set forth in Section 3.3. The Lot User of Lot 5 shall combine its portion of such costs with those collected and remit the total payment to the appropriate party or parties to satisfy the obligations incurred with respect to the Maintenance Costs. Notwithstanding the foregoing, if any Lot User fails to remit its respective portion of the Maintenance Costs, such costs due and owing but not received within fifteen (15) days after receipt of a reasonably detailed statement requesting such costs be remitted, shall bear interest at the prime rate of interest then being charged by Mercantile-Safe Deposit and Trust Company (or its successors), plus three percent (3%), until paid. If necessary to ensure that the Maintenance Standard is maintained, a Lot User of any Lot, their successors and assigns, shall have the right to assess a subsequent Lot User of a Lot for the amount of the Maintenance Costs with respect to such Lot that are outstanding at the time such subsequent Lot User became the Lot User of the particular Lot. In no event shall the foregoing assessment be construed or be deemed to be a lien against any Lot or Lots. The City shall not be responsible, obligated or liable for the collection or payment of any Maintenance Costs whatsoever.

5. Arbitration. If for any reason the Lot Users fail to come to a mutual agreement with regard to the construction of the Improvements and/or the maintenance and repair of any portion of the Easement Area as required herein (except in the case of an emergency) within thirty (30) days after request therefor, then, in such event, the matter in dispute shall be subject to arbitration in accordance with the rules and regulations of the American Arbitration Association.

6. General Provisions.

6.1 No Public Dedication. Anything contained in this Agreement to the contrary notwithstanding, the designation within the Easement Area or the Construction Area of a street, road, way, avenue, or otherwise shall not be deemed or construed to be a dedication of

same to the public and the Owner, for itself, its successors and assigns, does hereby reserve and retain all rights in and to the bed of same, except as specifically provided otherwise.

6.2 Easements Run with the Land. The easements as created and granted herein shall create mutual benefits and burdens upon each of the Lots, running with the land thereof, shall inure to the benefit of and bind the respective successors and assigns of the City and the Lot Users, and shall be valid and in effect until amended or terminated as set forth herein or by the mutual actions of the Owners of the Lots from time to time.

6.3 Work Performed in Workmanlike Manner. Any and all work, construction, maintenance and repair performed in and about the Easement Area and/or the Construction Area shall be done in a good and workmanlike manner observing customarily applied engineering standards or practices, and in conformity with all applicable code requirements and regulations of the local, Harford County, City of Aberdeen, State of Maryland and Federal Governments, and in a neat, timely, and orderly manner.

6.4 No Liens. Each Owner and Lot User covenants that it shall keep any and all areas within the Easement Area and the Construction Area free from all claims of all persons supplying labor and materials on behalf of such Owner or Lot User with respect to the easements created herein and shall promptly pay and discharge any mechanics' or materialmen's lien or other statutory lien of any kind which may be filed against any and all areas within the Easement Area and/or the Construction Area and that is attributable to work performed on behalf of such Owner or Lot User.

6.5 Indemnification of the City. The Lot Users, jointly and severally, shall indemnify and defend the City against, and hold the City harmless from, any and all claims, actions, damages, liabilities or expenses in connection with any and all injuries to or deaths of persons, or damage to property, suffered by the City or its agents, employees or invitees, or any other person or entity (a) arising out of (i) the construction, installation, repair, maintenance, replacement or removal of the Lot Users' systems, facilities or equipment by the Lot Users, their respective agents, employees or invitees, (ii) the presence of the Lot Users' systems, facilities or equipment, and/or (iii) the exercise or use, passive or active, of the Easement Area and/or the Construction Area by the Lot Users, their respective agents, employees or invitees, or (b) caused by any negligent act or omission of the Lot Users, their agents, employees or invitees, except to the extent caused by any negligent act or omission of the City, its agents, employees or invitees.

6.6 Severability and Enforceability. The provisions of this Agreement are severable and the validity of one or more provisions shall not affect the validity or enforceability of any other provisions.

6.7 Construction. This Agreement shall be governed by and construed according to the laws of the State of Maryland.

[SIGNATURE APPEARS ON THE NEXT PAGE]

WITNESS the hands and seals of the parties as of the date first written above:

WITNESS/ATTEST:

CITY OF ABERDEEN

[Signature]

By: [Signature] (SEAL)
Name: S. Fred Simmons
Title: Mayor

STATE OF MARYLAND, CITY/COUNTY OF Cecil, TO WIT:

I HEREBY CERTIFY that on this 15 day of June, 2006, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared S. Fred Simmons, Mayor for the CITY OF ABERDEEN, who acknowledged the foregoing Declaration of Easement to be the act of said municipal entity.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission expires: 10-1-09

JOINDER

Aberdeen Hotels–Baseball Park, LLC, a Maryland limited liability company and contract purchaser of Lot 5, joins in the execution of this Declaration of Easement for the purpose of acknowledging and agreeing to be bound by the terms and conditions contained herein.

WITNESS/ATTEST:

ABERDEEN HOTELS-BASEBALL PARK, LLC

[Signature]

By: [Signature] (SEAL)
Name: Michael S Beatty
Title: Sgt.

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 10th day of March, 2006, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Michael S Beatty of Aberdeen Hotels-Baseball Park, LLC, who acknowledged the foregoing Joinder to be the act of said limited liability company.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission expires: 11-1-08



LENDER CONSENT AND SUBORDINATION

The undersigned Beneficiary and Trustees join herein for purposes of acknowledging their consent hereto and subordinating in all respects the lien of that certain Indemnity Deed of Trust, Assignor of Rents, Secured by Agreement dated March 10, 2006 and recorded in the Land Records of Harford County, Maryland, to the lien, effect and operation of this Declaration of Easement.

WITNESS/ATTEST:

BANK OF AMERICA, N.A.

Barbara M. Cohen

By: W. E. Thomas (SEAL)
Name: William E. Thomas
Title: Senior Vice President

Barbara M. Cohen

Nancy M. Melefsky (SEAL)
Nancy M. Melefsky, Trustee

Barbara M. Cohen

Suzanne D. Style (SEAL)
Suzanne D. Style, Trustee

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 22nd day of March, 2006, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William E. Thomas, Senior Vice President of Bank of America, N.A., Beneficiary, who acknowledged the foregoing Lender Consent and Subordination to be the act of said Beneficiary.

WITNESS my hand and Notarial Seal.

Karen M. Koch
KAREN M. KOCH
NOTARY PUBLIC, STATE OF MARYLAND Notary Public
My Commission expires: My Commission Expires March 1, 2010

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 22nd day of March, 2006, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Nancy M. Melefsky, Trustee for Beneficiary, who acknowledged the foregoing Lender Consent and Subordination to be the act of said Trustee on behalf of the Beneficiary.

WITNESS my hand and Notarial Seal.

Karen M. Koch
KAREN M. KOCH
NOTARY PUBLIC, STATE OF MARYLAND Notary Public
My Commission expires: My Commission Expires March 1, 2010

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 22nd day of March, 2006, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Suzanne D. Stylc, Trustee for Beneficiary, who acknowledged the foregoing Lender Consent and Subordination to be the act of said Trustee on behalf of the Beneficiary.

WITNESS my hand and Notarial Seal.

KAREN M. KOCH
NOTARY PUBLIC, STATE OF MARYLAND

Karen M. Koch
Notary Public

My Commission expires: My Commission Expires March 1, 2010

Attorney's Certification

The undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland, hereby certifies that this instrument has been prepared by or under his supervision.

Lonnie M. Ritzer

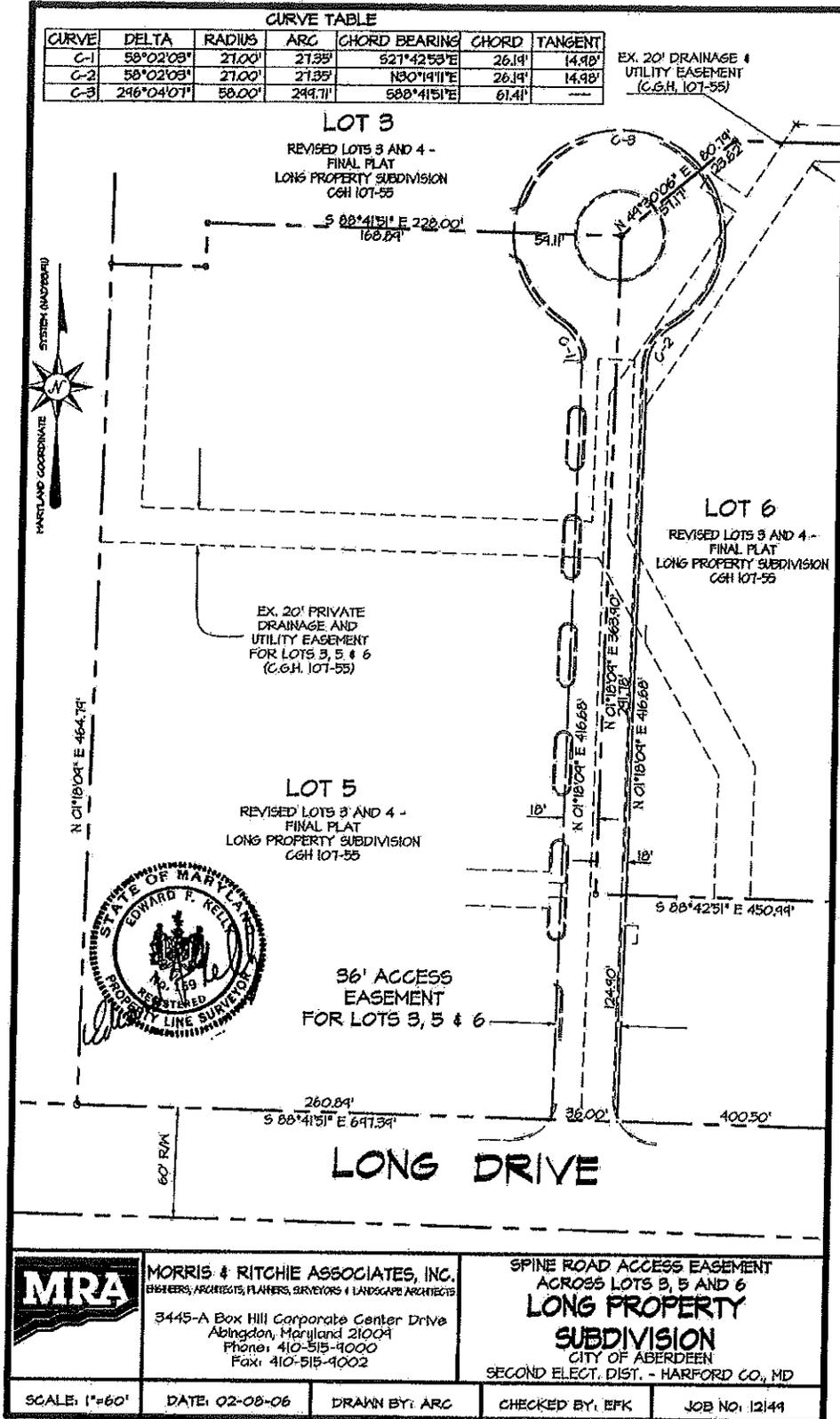
Lonnie M. Ritzer, Esquire

AFTER RECORDATION, PLEASE RETURN TO:

**Lonnie M. Ritzer, Esquire
Shapiro Sher Guinot & Sandler
36 South Charles Street
Suite 2000
Baltimore, Maryland 21201
Phone: 410-335-4221**

EXHIBIT A

Construction Area and Easement Area



	MORRIS & RITCHIE ASSOCIATES, INC. ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS & LANDSCAPE ARCHITECTS 3445-A Box Hill Corporate Center Drive Abingdon, Maryland 21004 Phone: 410-515-9000 Fax: 410-515-9002	SPINE ROAD ACCESS EASEMENT ACROSS LOTS 3, 5 AND 6 LONG PROPERTY SUBDIVISION CITY OF ABERDEEN SECOND ELECT. DIST. - HARFORD CO., MD	
	SCALE: 1"=60' DATE: 02-08-06 DRAWN BY: ARC	CHECKED BY: EFK JOB NO: 12144	

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