

AGREEMENT

This Agreement (the "Agreement") is made as of this 7th day of December, 2000, by and among the Maryland Stadium Authority, a unit of the Executive Branch of the State of Maryland ("MSA"), Harford County, Maryland (the "County"), the City of Aberdeen, Maryland (the "City"), and Tufton Professional Baseball LLC ("TPB") (being together known as the "Parties" and individually as a "Party").

Explanatory Statement

The Parties desire to construct and operate a minor league baseball facility (the "Project") on certain property located in Aberdeen, Maryland, on the terms and conditions set forth below.

1. **Relationship of the Parties.**

- (a) **The City.** The City has acquired, and will be and remain the owner of, a parcel of property located in the City of Aberdeen, Maryland, consisting of approximately 30 acres, which is further described in Exhibit A to this Agreement (the "Property"), upon which the Project will be constructed. The City will hold the contract with the Contractor (which is contemplated to be Baltimore Contractors, LLC) as defined in the General Conditions of the bid documents (sometimes referred to as "G.C.") and engage MSA as its agent to manage the construction of the Project and the City shall participate in the funding for the Project in the manner described in Section 2(b) of this Agreement. The City will also be responsible for certain infrastructure improvements related to the Project, as described in Exhibit B to this Agreement.
- (b) **MSA.** MSA will act as the City's agent in coordinating and overseeing the construction services for the Project in accordance with the bid construction

documents for the Project dated March 6, 2000 (the "BD's"), the further terms of this Agreement and its Agreement with the City dated the 1st day of November, 2000 ("Intergovernmental Agreement"), a copy of which is attached hereto as Exhibit C. MSA shall not be responsible for overseeing the construction and installation of certain items of furnishings and equipment identified in the BD's which are the responsibility of TPB, which items are specifically described in Exhibit D to this Agreement.

- (c) **The County**. The County will participate in the funding for the Project in the manner described in Section 2(c) of this Agreement. The County hereby assigns to the City its duties and responsibilities under the terms of the Ripken Stadium Grant Agreement between the County and the State (a copy of which is attached hereto as Exhibit E). The City further agrees to indemnify and hold harmless the County, its officers, agents and employees from and against any and all claims, suits, actions, damages and liabilities of any kind (collectively, "Claims") arising out of the use of the Grant provided under this Agreement for the Project. The County designates the City as its agent to administer the Ripken Stadium Grant, Chapter 118, 1999 Laws of Maryland, and the Ripken Stadium and Youth Baseball Academy Grant, Chapter 204, 2000 Laws of Maryland.
- (d) **TPB**. TPB intends to be the owner of a minor league baseball team which is intended to use the Project, and will enter into a separate agreement with the City which will commit the team to play all of its regular season home games at the Project. TPB shall provide funding for the Project as provided in Section 2(d) of this Agreement. In addition, TPB shall be responsible for the construction and

installation of the items specified in Exhibit D (the "TPB Improvements"). In addition, Tufton Baseball Academy LLC, an affiliate of TPB, is involved with the construction of the Ripken Youth Academy ("Academy") on the site adjacent to the Project.

2. **Funding.**

- (a) **Budget.** The current budget for the Project is \$18,000,000, as itemized on Exhibit F to this Agreement (the "Budget"). Exhibit F also contains a projected Payment (Use of Funds) and Funding (Source of Funds) schedule for the Project.
- (b) **The City.** The City shall contribute \$4,000,000 toward the cost of the Project; \$1,500,000 of which shall be for land acquisition (the "Land Acquisition"), and \$720,000 of which shall be for a portion of certain Infrastructure Improvements as set forth in Exhibit B. The balance, \$1,780,000, is hereinafter referred to as the "City Contribution." The City Contribution shall be funded as set forth in Section 2(f), below.
- (c) **The County and the State.** The County shall contribute \$2,000,000 toward the costs of the Project ("County Contribution"). In addition, the State of Maryland ("State") is expected to appropriate \$6,000,000 for costs of the Project over a period of three years ("State Contribution") and an additional \$1,000,000 for the Academy. Three million dollars has been appropriated for fiscal year 2001 pursuant to Chapter 204, 2000 Laws of Maryland for the Ripken Stadium. If all expected funds are appropriated, the State Contribution would become available as follows: \$3,000,000 on July 1, 2000 and \$3,000,000 on July 1, 2001 and \$1,000,000 on July 1, 2002. The expected \$1,000,000 for the Academy is to be

used to pay for the costs to provide infrastructure adjacent to the Property, which appropriation is expected to become available on July 1, 2002 (the "Academy State Contribution"). The Parties understand that the State Contribution is subject to appropriation by the State legislature in each of those years, and that there is no guarantee that an appropriation will be made. The Parties also understand that no portion of the State Contribution may be expended on the Project until the County: (i) executes a grant agreement and certifies to the Board of Public Works ("BPW") that the required 50% matching funds have been received by the County from the City for the Project and (ii) applies to the State Comptroller's office for payment. The City hereby states that the County has received the requisite matching fund payment or will receive such payment so that the ordering of funds in Section 2(f) shall be effective. The County shall comply with all BPW requirements with respect to the receipt and expenditure of the State Appropriation. The County and State Contributions for the Project shall be funded as set forth in Section 2(f), below.

- (d) **TPB**. Subject to the provisions of Section 4(c), TPB shall contribute \$6,000,000 toward the cost of the Project, of which the agreed upon sum of \$2,876,000 shall be for certain TPB Improvements as set forth on Exhibit D. The balance, \$3,124,000, is hereinafter referred to as the "TPB Contribution," which shall be funded as set forth in Section 2(f), below.
- (e) **MSA**. It is understood by the Parties that MSA has no funds legally available for the Project.

- (f) **Funding of Contributions.** The Parties shall provide funds in accordance with the following formula to pay for the items as detailed on Exhibit F:
- (1) First, the County's initial \$1,000,000 shall be utilized, then
 - (2) Second, the State FY2000 Contribution \$3,000,000 shall be utilized, then
 - (3) Third, the City Contribution \$1,780,000 shall be utilized, then
 - (4) Fourth, the County's second \$1,000,000 shall be utilized, then
 - (5) Fifth, the State FY2001 Contribution \$3,000,000 shall be utilized, then
 - (6) the TPB Contribution \$3,124,000 shall be utilized.
- (g) **Landscaping.** If the Project costs exceed the Budget, the City, at its discretion, shall delete landscaping from the scope of the Project.
- (h) **Programmatic Changes.** In the event that any Party seeks changes to the BD's which cause the Project costs to exceed the Budget, without taking into account any Project contingencies, such Party shall be fully responsible for such excess costs.
- (i) **Claims.** If, upon the completion of the Project, outstanding claims from contractors cause the Project cost to exceed the Budget, the City shall be responsible for such claims except those claims related to TPB Improvements or those claims which are attributable to changes to the BD's requested by TPB, which shall be the responsibility of TPB.

3. **Schedule.**

The schedule for completion of the Project, the completion of the Infrastructure Improvements and the completion of the TPB Improvements shall be agreed upon by the Parties (and when agreed to shall be attached to this Agreement as Exhibit G-1. A preliminary schedule

is attached as Exhibit G (the "Project Schedule"). The Parties shall work together cooperatively in an effort to meet the Project Schedule. TPB shall be responsible for any costs incurred by the City in connection with any request to accelerate the construction schedule (provided that TPB shall not be responsible for any acceleration associated with any existing delay which has not been caused by TPB) and/or provide for early occupancy or temporary use of the Stadium.

4. **Duties of the Parties.**

- (a) **MSA.** MSA shall provide the City with Project management services in accordance with the Intergovernmental Agreement to assist the City in coordinating and overseeing the preparation for and execution of construction services for the Project (other than the TPB Improvements).
- (b) **City.** The City as Owner shall hold the contract with the Contractor as defined in the General Conditions of the bid documents and shall be responsible for the completion of all Infrastructure Improvements in accordance with the Project Schedule at its expense. The City shall be responsible for the identification and removal of all hazardous materials on the Property. It is understood and agreed by the Parties that all remaining funds at the completion of the Project, excepting any excess or savings, as the case may be, regarding TPB Improvements, shall be used to reduce the Parties respective contributions in the inverse order set forth in Sections (f)(1)-(6).
- (c) **TPB.** TPB shall be responsible for the construction and installation of the TPB Improvements in accordance with the Project Schedule at its expense. It is understood and agreed by the Parties that in the event that the cost of such TPB Improvements shall be greater or less than the agreed upon sum of \$2,876,000,

then TPB shall pay such excess, or receive such savings, as the case may be. TPB acknowledges the importance of a professional minor league team to the financial success of the Project and agrees to use its best efforts to arrange for a professional minor league team to play its home games at the Stadium.

- (d) **County**. The County shall take all actions necessary to make available the State Stadium Contribution and State Academy Contribution in accordance with Section 2(c) of this Agreement, including the execution of a Grant Agreement and the provision of all necessary certifications to the State. The County further acknowledges the importance of a Stadium Beer/Wine License to the financial success of the Project and agrees to use its best efforts to support the issuance of such a license to the City and/or TPB.
- (e) **Party Representatives**. Each of the City, County, MSA and TPB shall:
 - (i) Designate a representative who will be available to assist when appropriate, and who will have authority to make timely decisions regarding the Project.
 - (ii) Have the specific roles and responsibilities with respect to the Project as are described in Exhibit H to this Agreement.

4. **Miscellaneous**.

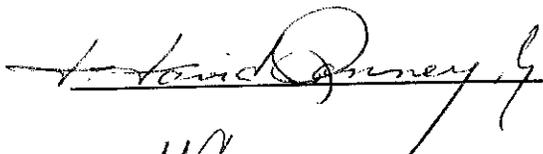
- (a) **Compliance with Law**. The Parties shall comply with all federal, State and local laws, rules and regulations with respect to construction of the Project.
- (b) **Laws of Maryland**. This Agreement shall be interpreted in accordance with the laws of the State.

- (c) **Entire Agreement; Amendments.** This Agreement and the Exhibits hereto constitute the entire agreement among the Parties with respect to the construction of the Project, and supercede all previous understandings, correspondence and memoranda. This Agreement may only be amended by a written instrument signed by all of the Parties.
- (d) **Expiration.** This Agreement shall expire upon the City's and TPB's completion of their respective responsibilities under this Agreement, which shall be the issuance of the Final Use and Occupancy Permit for the Project.
- (e) **Ripken Youth Academy.** The City, MSA and TPB shall coordinate the construction of the Project with the construction of the Ripken Youth Academy, which is planned to be constructed on land adjacent to the Property in order to foster an orderly progression of construction activities and a cooperative atmosphere at both construction sites.

This Agreement is executed by the Parties as of the day and year set forth above.

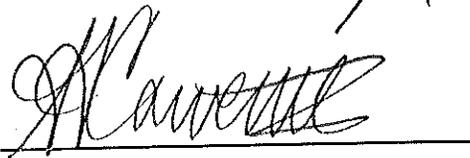
WITNESS:

CITY OF ABERDEEN



By: Douglas S. Wilson, Mayor

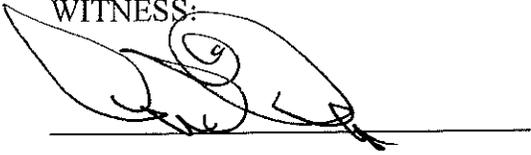
HARFORD COUNTY



By: James R. Haberman

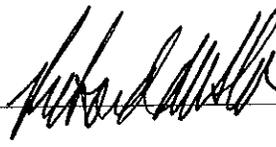
[SIGNATURES CONTINUED ON PAGE 9]

WITNESS:

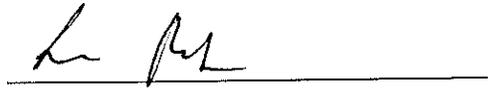


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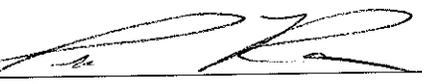
MARYLAND STADIUM AUTHORITY

By:  _____

TUFTON PROFESSIONAL
BASEBALL LLC



A handwritten signature in black ink, appearing to be 'L. P. L.', written over a horizontal line.

By:  _____
Ira Rainess
Authorized Person

LIST OF EXHIBITS

Exhibit A	Property Description
Exhibit B	Description of Infrastructure Improvements
Exhibit C	Intergovernmental Agreement
Exhibit D	TPB Improvements
Exhibit E	Stadium Grant Agreement
Exhibit F	Project Budget
Exhibit G	Project Schedule
Exhibit H	Duties of Parties

EXHIBIT A

Property Description

BEING all that lot of ground situate, lying and being in Harford County, State of Maryland, and more particularly described as follows, that is to say:

BEGINNING for the same at a point in and distant 189.11 feet from the beginning of the twenty-sixth or North $75^{\circ} 08' 21''$ West 618.00 foot line of a deed from Inez Long, Susanna Long Liberty and Clarence D. Long, III, to Bosworth Management, Inc., dated January 22, 1997 and recorded among the Land Records of Harford County, Maryland in Liber 2481, Folio 0991, said point also being in the northerly outline of a parcel of land conveyed by and described in a deed from John L. Blair and Margaret Blair, his wife, to the State Roads Commission of Maryland, dated May 22, 1962 and recorded among the aforesaid Land Records in Liber 594, Page 119, thence leaving the last mentioned parcel and the aforesaid twenty-sixth line and running for a new line of division through the land described in the first mentioned deed,

1. North $25^{\circ} 56' 27''$ East 713.49 feet to a point and to intersect the future southerly right of way line of Long Drive, thence binding thereon and continuing to run for new lines of division through the land described in the first mentioned deed, three courses, viz:
2. By a non-tangent curve to the left with a radius of 507.00 feet and an arc length of 88.36 feet, said curve being subtended by a chord bearing South $83^{\circ} 42' 16''$ East 88.25 feet, to a point of tangency,
3. South $88^{\circ} 41' 50''$ East 726.92 feet to a point of curvature, and
4. By a tangent curve to the left with a radius of 70.00 feet and an arc length of 40.25 feet, said curve being subtended by a chord bearing North $74^{\circ} 49' 45''$ East 39.70 feet, thence leaving the said future right of way and continuing to run for new lines of division through the land described in the first mentioned deed, three courses, viz:
5. South $88^{\circ} 41' 50''$ East 216.70 feet,
6. South $52^{\circ} 27' 40''$ East 61.34 feet, and
7. South $88^{\circ} 41' 50''$ East 456.46 feet to a point and to intersect the seventeenth line of the first mentioned deed and to intersect the westerly outline of a parcel of land conveyed by and described in a deed from Robert A. Kenny and Charles T. Kenney to the State Roads Commission of Maryland, dated February 15, 1963 and recorded among the aforesaid Land Records in Liber 613, Page 509, thence binding on part of the said westerly outline and on the remainder of the said seventeenth line,

8. South $07^{\circ} 06' 14''$ West 396.06 feet to a point and to intersect the northerly right of way line of the Northeastern Expressway, I-95, as shown on State Roads Commission Plat No. 14836, thence binding on the said right of way as shown on the said plat and on SRC Plat Nos. 26243 and 26241, and binding on the eighteenth through twenty-fourth lines of the first mentioned deed, seven courses, viz:
9. South $61^{\circ} 12' 16''$ West 677.16 feet to a concrete monument heretofore planted,
10. South $63^{\circ} 25' 06''$ West 250.50 feet to a concrete monument heretofore planted,
11. South $61^{\circ} 12' 16''$ West 449.89 feet to a concrete monument heretofore planted,
12. South $72^{\circ} 37' 09''$ West 203.61 feet to a concrete monument heretofore planted,
13. South $60^{\circ} 54' 53''$ West 29.97 feet to a concrete monument heretofore planted,
14. South $62^{\circ} 27' 53''$ West 214.61 feet to a concrete monument heretofore planted,
15. South $77^{\circ} 45' 57''$ West 41.97 feet to a point and to intersect the easterly right of way line of Coen Road and the easterly outline of a parcel of land described in the secondly mentioned deed, thence leaving the said I-95 and binding on all of the twenty-fifth and part of the twenty-sixth lines of the first mentioned deed and binding on all of the easterly and part of the northerly outline of the secondly mentioned parcel, two courses, viz:
16. North $00^{\circ} 49' 32''$ East 609.94 feet, and
17. North $75^{\circ} 08' 21''$ West 189.11 feet to the place of beginning.

CONTAINING 33.907 acres of land, more or less.

BEING part of the land conveyed by and described in a deed from Bosworth Management, Inc. to The City of Aberdeen dated November 15, 1999, and recorded among the Land Records of Harford County, Maryland in Liber 3156, Folio 106.

EXHIBIT B

Infrastructure Improvements

WATER SYSTEM FACILITIES - Construction Cost Estimate

• Modifications to existing HEAT Center booster station (in conjunction with MdTA)	6,000	
• 4,250 feet of 12-inch water main	170,000	
• Route 22 crossing, 60 feet jack and bore	24,000	
• Engineering at 12%	<u>24,000</u>	
	SUBTOTAL	224,000
• Contingencies at 15%		<u>33,600</u>
	TOTAL	257,600

Stadium Project Portion \$85,008

WASTEWATER SYSTEM FACILITIES - Construction Cost Estimate

• I-95 crossing, 355 LF, jack and bore	142,000	
• 8-inch sanitary, 2200 LF from I-95 to proposed SPS	66,000	
• Additional depth approximately 1,000 LF	10,000	
• Ripken SPS, 2 pumps with VFDs, built-in-place station with generator and enclosure	312,928	
• 10-inch force main:		
1900 LF in road	114,000	
1600 LF in unimproved area	64,000	
• 12-inch gravity sewer: 1600 LF		
1600 LF	80,000	
• Rte. 22 crossing, 120 LF jack and bore	42,000	
• 12 manholes	24,000	
• Connections to existing sewer	12,000	
• Engineering at 12%	<u>116,880</u>	
	SUBTOTAL	983,808
• Contingencies at 10%		<u>109,088</u>
	TOTAL	1,092,896

Stadium Project Portion \$360,655

ROADS - Construction Cost Estimate

Stadium Project Portion \$274,337

Water System Facilities - Stadium Project Portion	\$ 85,008
Wastewater System Facilities - Stadium Project Portion	360,655
Roads - Stadium Project Portion	<u>274,337</u>
	\$720,000

INTERGOVERNMENTAL AGREEMENT

This Memorandum of Agreement ("Memorandum") is made this 1 day of NOVEMBER, 2000, by and between the City of Aberdeen ("Aberdeen") and the Maryland Stadium Authority ("MSA"), being together known as the Parties.

WHEREAS, Aberdeen desires to construct a 5,500 seat, Class A, Minor League Baseball Stadium, with 2,000 parking spaces, on a 30 acre site (the "Project");

WHEREAS, Aberdeen desires to engage MSA to manage construction and serve as Aberdeen's representative during construction of the Project and MSA desires to undertake said responsibilities;

WHEREAS, the Parties desire to enter into this Memorandum for the purpose of setting forth their relationship and responsibilities with respect to completion of design and the construction of the Project; and

NOW, THEREFORE, Aberdeen and MSA agree as follows:

1. RELATIONSHIP OF THE PARTIES

- (a) Aberdeen. Aberdeen will be responsible for all costs in connection with the design and construction of the Project, it being understood that MSA does not have any funds available for the Project.
- (b) MSA. MSA will serve as Aberdeen's representative during construction of the Project.

2. COMPENSATION

- (a) MSA. Aberdeen shall pay MSA \$100,000 during construction of the Project, which shall be paid in equal monthly installments of \$8,333.33, on the first day of each month, as an agreed payment for reimbursement of its expenses, which reimbursement shall cover an allocable portion of the costs of the salaries of its Project Director/Manager and support staff including fiscal services, and all out-of-pocket expenses incurred by MSA in connection with the Project.
- (b) Construction Manager. Aberdeen shall engage the services of Heery International to act as construction manager for the project at a cost currently estimated at \$168,520 in accordance with the attached proposal dated July 17, 2000. The agreement between Aberdeen and the construction manager shall provide that it coordinate its work through MSA. Likewise, MSA agrees to supervise and otherwise coordinate its work with the construction manager in accordance with its responsibilities under section 4.(a) below.

3. OBJECTIVES

- (a) The Parties have prepared a schematic design, design development documents, bid documents and preliminary cost estimates for the entirety of the Project.
- (b) The Parties acknowledge and agree that the updated project budget, which is attached hereto as Exhibit A, is based upon the bid documents and includes all of the following:
 - (i) Construction Manager fees;
 - (ii) Total projected cost of Construction;
 - (iii) Necessary and appropriate parking related to the Project;
 - (iv) Pedestrian access, landscaping and site preparation;
 - (v) Authorization/permits from Aberdeen and others as required;
 - (vi) MSA reimbursement; and
 - (vii) Contingency of not less than 5% of the total cost of items ii through v above.
- (c) Tufton Professional Baseball LLC will hold certain contracts relating to the Project, as set forth in the agreement entered into between Aberdeen, Harford County, Tufton Professional Baseball LLC and MSA dated 12/7/00. MSA shall not have any role in, or be responsible for, any of the work performed by the contractors hired by Tufton Professional Baseball LLC.

4. DUTIES OF THE PARTIES

- (a) MSA shall:
 - (i) Review and comment on proposals and agreements for consultants and other design team members as required for the Project;
 - (ii) Attend weekly construction meetings and owner meetings as required;
 - (iii) Assist in the establishment of the master construction schedule;
 - (iv) Oversee preparation of schedule by A/E and General Contractor;
 - (v) Oversee development of budget by A/E and General Contractor;
 - (vi) Be part of the bid process, including bid openings, evaluating proposals, bids and shop drawings, making recommendations for contract awards;
 - (vii) Monitor all construction costs;
 - (viii) Recommend contractor payment request;
 - (ix) Recommend change order requests;
 - (x) Conduct site visits as required to monitor contractor work quality and compliance with the project documents;
 - (xi) Monitor the flow of all project paperwork and documentation;
 - (xii) Complete Project closeout duties, including: project budget final report, confirmation of as-built documentation, assist with warranty enforcement, assist in the coordination of move-in with the post construction owner's representative, confirm contract closeout of all disciplines;
 - (xiii) Attempt to settle all construction claims;

- (xiv) Engage a testing service to test soils, concrete and steel;
- (xv) Provide other resources to Aberdeen based on MSA's experience on other projects.

(b) Aberdeen shall:

- (i) Designate an Owner's Representative with authority to make timely decisions regarding the Project and to coordinate Aberdeen activities and actions as the Project progresses;
- (ii) Select, hire and manage Architect/Engineer (A/E);
- (iii) Select, hire and manage General Contractor;
- (iv) Select, hire and manage all consultants;
- (v) Select, hire and manage Construction Manager;
- (vi) Manage design and pre-construction services;
- (vii) Manage community relations;
- (viii) Manage fire marshal design review;
- (ix) Obtain all necessary permits and approvals, including all planning and zoning approvals;
- (x) Review and approve all change orders;
- (xi) Acquire good and marketable title to all properties necessary for Project and obtain and provide surveys and title work as needed;
- (xii) Attend weekly construction meetings and owner meetings as required;
- (xiii) Review quarterly status reports on budget, schedule, MBE, etc.;
- (xiv) Review and approve all construction bids;
- (xv) Coordinate all financing and program changes with Harford County and Tufton Professional Baseball LLC;
- (xvi) Issue notice(s) to proceed to contractors when all funds are available;
- (xvii) Make timely payments on all MSA approved payment requests;
- (xviii) Be responsible for the detection and removal of all hazardous materials;
and
- (xix) Be responsible for payment of all construction claims.

(c) The Parties shall:

- (i) Work cooperatively, using a "team" approach, with respect to the development of the Project and with respect to the approval of all elements of the design an preliminary cost estimates, and pre-construction and construction services;
- (ii) Use their best efforts to maintain the cost of the Project within the updated project budget; and
- (iii) Work cooperatively to complete the design, preliminary cost estimates, pre-construction and construction services of the Project pursuant to a timetable to be mutually agreed upon by Aberdeen, MSA, Harford County, Tufton Professional Baseball LLC, the Architect/Engineer and the Construction Manager.

5. INDEMNIFICATION

Aberdeen agrees to indemnify, defend with Counsel and hold harmless MSA, its officials, members, agents and employees from and against any and all claims, suits, actions, damages and liabilities of any kind arising out of the Project.

AGREED:

CITY OF ABERDEEN

By: Douglas S. Wilson

Douglas S. Wilson

Title: Mayor

Date: NOVEMBER 21, 2000

AGREED:

MARYLAND STADIUM AUTHORITY

By: Richard W. Slosson

Richard W. Slosson

Title: Executive Director

Date: 12/1/00

EXHIBIT D

TPB Improvements

Page 1 of 2

- 1) **Kitchen Equipment** TPB will purchase, deliver, install and hook-up all kitchen equipment (rough-ins to be provided by others). This contractor will coordinate its work with the G.C.
- 2) **Scoreboard** TPB will purchase, deliver and install the scoreboards (support structure, electrical power and conduit to press box for controls to be provided by others). This contractor will coordinate its work with the G.C.
- 3) **Signage** TPB will purchase, deliver and install all signage. This contractor will coordinate its work with the G.C.
- 4) **PA & Video** TPB will purchase, deliver and install all public announcement and video equipment. This contractor will coordinate its work with the G.C.
- 5) **Furniture, Fixtures And Equipment** TPB will purchase, deliver and install all furniture, fixture and equipment required to operate the stadium. This contractor will coordinate its work with the G.C.
- 6) **Telecommunications** TPB will purchase, deliver and install all stadium telecommunication systems. This contractor will coordinate its work with the G.C.
- 7) **Seating** TPB will purchase, deliver and install all stadium seating. This contractor will coordinate its work with the G.C.
- 8) **Field** TPB will purchase, deliver and install the playing field and appurtenant equipment. This contractor will coordinate its work with the G.C.

Donald E. Brand, Esquire
December 11, 2000
Page 2

Please contact me or Rob McCord if you have any questions.

Sincerely,



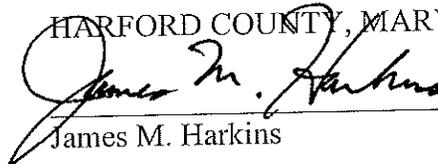
A. Frank Carven, III
County Attorney

CITY OF ABERDEEN



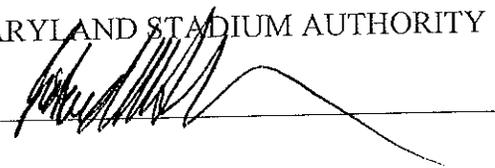
Douglas S. Wilson, Mayor

HARFORD COUNTY, MARYLAND

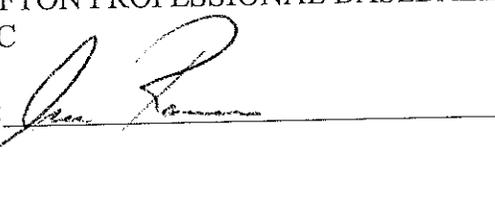


James M. Harkins

MARYLAND STADIUM AUTHORITY

By: 

TUFTON PROFESSIONAL BASEBALL
LLC

By: 

AFC/sw
cc: John J. O'Neill, Jr., Director of Administration