

FOREST CONSERVATION EASEMENT

THIS FOREST CONSERVATION EASEMENT (this "Easement") made this _____ day of _____, 2015, by and between **Ripken Baseball Academy LLC**, a Maryland limited liability company, as contract purchaser ("Ripken"), and the **City of Aberdeen**, a municipal corporation of the State of Maryland (the "City").

RECITALS

WHEREAS, the City is the owner in fee simple of all that certain parcel or tract of land situate, lying and being in the Second Election District of Harford County, State of Maryland, containing approximately 29.323 acres, more or less, being identified as Lot No. 3 as shown on that certain plat entitled "Final Plat – Revision of Lots 3 and 4, Long Property Subdivision," which plat is recorded among the Land Records of Harford County, Maryland, in Plat Book JJR No. 123, folio 12, said lot of ground being part of the property described in and conveyed by a Deed dated May 1, 2001, and recorded among the Land Records of Harford County, Maryland, in Liber CGH No. 3510, folio 242, from Bosworth Management, Inc., unto the City (the "Property"); and

WHEREAS, the City, as seller, and Ripken, as contract purchaser, entered into a Land Contract dated September 1, 2006, recorded among the Land Records of Harford County, Maryland, in Liber JJR No. 7416, folio 110, whereby the City agreed to sell the Property unto Ripken, and Ripken agreed to purchase the Property from the City; and

WHEREAS, Ripken intends to improve the Property to include the Ripken Youth Baseball Academy, including parking areas, office areas, driveways, and landscaped areas; and

WHEREAS, the provisions of the City of Aberdeen Forest Conservation Regulations require a portion of the Property to be designated as a "Forest Conservation Easement," and restricted as to use in accordance with the provisions of the Forest Conservation Regulations (the "Forest Conservation Area"). The Forest Conservation Area consists of two (2) parcels of ground located on the Property consisting of 0.339 acres, more or less, and 1.289 acres, more or less, for an aggregate of 1.63 acres, more or less, as shown on the plat entitled "Forest Conservation Easement, Lot 3 – Final Plat – Revision of Lots 3 and 4, Long Property Subdivision," which plat is attached hereto as Exhibit A (the "Plat"); and

WHEREAS, the purpose of this Easement is to preserve the environment of the Forest Conservation Area and to maintain permanently the open-space values of the Forest Conservation Area and the dominant scenic, historic, cultural, rural, agricultural, woodland and wetland character of such area.

NOW, THEREFORE, THIS FOREST CONSERVATION EASEMENT WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Ripken Baseball Academy LLC, does hereby grant and convey unto the City of Aberdeen, its successors, legal representatives and assigns, an easement in, on and over the Forest Conservation Area as hereinafter described, and to the extent hereinafter set forth and does further covenant and restrict the Forest Conservation Area as follows:

ARTICLE I DEFINITION

1. "Forest Conservation Area" refers to those portions of the Property delineated as Forest Conservation Easement containing 0.339 acres, more or less, and 1.289 acres, more or less, as shown on the Plat attached hereto as Exhibit A.
2. "City Council" means the City of Aberdeen Council as now established, or any other legislative and/or executive authority hereinafter authorized to approve, adopt and amend a forest conservation regulation.
3. "City" refers to the City of Aberdeen, Harford County, Maryland, its successors and assigns.
4. "Plat" refers to the aforementioned Forest Conservation Easement Plat attached hereto as Exhibit A.
5. "Ripken" refers to Ripken Baseball Academy LLC, its successors, legal representatives and assigns and any other person or entity having any right, title or interest in the Forest Conservation Area.
6. "Forest Conservation Regulations" refers to Chapter 280, City of Aberdeen Code, as amended.

ARTICLE II GENERAL PROVISIONS

1. Tax Exemption. Nothing herein contained shall prohibit Ripken from seeking a Federal and/or state tax credit equal to the difference, if any, of the value of the Property before the grant of this Easement and the value of the Property after the grant of this Easement.
2. Binding Effect. The provisions of this Forest Conservation Easement (a) are made by Ripken for itself and for its successors and assigns, (b) are binding upon Ripken, and its successors and assigns, and (c) shall run with and bind all land within the Forest Conservation Area. The provisions of this Forest Conservation Easement shall inure to the benefit of and be

binding upon the City and its successors and assigns.

3. Enforcement and Remedies. The provisions of this Easement may be enforced by the City of Aberdeen, forever, against Ripken. Upon any breach of the terms of this Easement by Ripken which breach is not cured by Ripken within forty-five (45) days of the receipt by Ripken of written notice of such breach from the City, the City may, with or without additional notice to Ripken, exercise any and all of the following remedies: (a) institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction, either prohibitive or mandatory; and/or (b) require that the Forest Conservation Area be restored promptly to the condition required by this Easement at the sole cost and expense of Ripken; and/or (c) seek damages for breach of this Easement.

The City's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the City at law or equity. Should any party hereto by reason of the refusal of another party hereto to fully comply with the terms, covenants and conditions of this Easement bring any action at law or in equity to enforce any of its rights hereunder, then the prevailing party in such action shall be entitled, in addition to any other relief granted by a court, to recover from the losing party or parties all expenses incurred by the prevailing party, including court costs and reasonable attorney's fees.

4. Reserved Rights. Except to the extent that prior written approval of the City is required by any paragraph of this Easement, all rights reserved by or not prohibited to Ripken are considered to be consistent with the conservation purposes of this Easement and require no prior notification or approval, except that, if Ripken believes that the exercise of a reserved right may have a significant adverse effect on the resources and the potential use of resources as provided for under Article IV, Ripken shall notify the City in writing before exercising such right.

ARTICLE III SPECIFIC PROVISIONS

1. Area Designated as the Forest Conservation Area. The Forest Conservation Area consists of two (2) parcels of ground located on the Property consisting of 0.339 acres, more or less, and 1.289 acres, more or less, for an aggregate of 1.63 acres, more or less, as illustrated on the Plat attached hereto as Exhibit A.

2. Specific Provisions in Relation to the Forest Conservation Area. The Forest Conservation Area shall be restricted to a use in accordance with the provisions in Article IV of this Easement. Ripken shall have no right in the future to subdivide the area designated as the Forest Conservation Area.

3. Duration of Easement. This Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by the City against Ripken and its successors and assign.

ARTICLE IV USE RESTRICTIONS

1. The Forest Conservation Area shall remain undisturbed, except as utilized under Paragraphs 3 and 4, below, of this Article IV and except as:

(a) Forestry, in accordance with the Maryland Forest Practices Guidelines or comparable guidelines which may replace the Forest Practice Guidelines in the future or as they may be amended from time to time; and

(b) Open space, which may include hiking or passive recreational areas which do not require paving or the damage or removal of living trees, except in accordance with Maryland Forest Practices Guidelines as directed by a State-licensed forester.

2. The maintenance and protection of natural resources shall be in a manner and to the extent required by the City of Aberdeen Department of Planning and Community Development.

3. No provision of paragraph 1. shall be construed to enlarge, limit, supersede or otherwise affect application to the Forest Conservation Area of any law, ordinance, rule or regulation of the Federal Government, the State of Maryland, or the City of Aberdeen currently in effect or in effect in the future. Whether or not such is referred to in paragraph 1., nothing in this paragraph shall be construed to authorize or permit the use of the Forest Conservation Area for:

(a) Industrial or commercial activities.

(b) Display of billboards, signs or advertisements except (1) to state solely the name and/or address of the Property and/or the owners; (2) to advertise the sale or lease of the Property; (3) to advertise the sale of goods or services produced by permitted uses of the Property; or (4) to commemorate the history of the Property, its recognition under state or federal historical registers, or its protection under this Easement or state and local environmental or game laws; provided that no sign or billboard on the Property shall exceed that permitted by applicable zoning regulations. Signs shall be limited to a reasonable number, shall not damage living trees, and shall be in accordance with applicable zoning regulations.

(c) Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Forest Conservation Area except that soil, rock, other earth materials, vegetative matter or compost may be placed (1) as may be reasonably necessary

for agriculture and silviculture on the Property or (2) as may be reasonably necessary for the construction and/or maintenance of structures permitted under this Easement and means of access.

(d) Excavation, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, petroleum and other materials except (1) for the purpose of combating erosion or flooding, (2) for agriculture and silviculture on the Property, or (3) for the construction and/or maintenance of permitted structures, home sites, means of access, and wildlife habitat.

(e) Diking, draining, filling or removal of wetland, except as permitted by the City of Aberdeen Department of Planning and Community Development or other agency or person succeeding to or replacing the City of Aberdeen Department of Planning and Community Development.

(f) Cutting or removing of trees or vegetation of any kind, except in accordance with Maryland Forest Practices Guidelines as directed by a State-licensed forester.

4. No building, facility or other structure shall be constructed on the Forest Conservation Area after the date of this Easement, except for those structures or improvements permitted to be constructed in the Forest Conservation Area pursuant to this Article, and except for the following:

(a) Accessory structures and utilities and utility structures and related appurtenances designed, constructed and utilized for the purpose of serving an existing residence or residences as permitted by the Forest Conservation Regulations in the Forest Conservation Area.

(b) Accessory or agricultural structures designed, constructed, and utilized with the agricultural, horticulture, forestry, and naturalistic uses of the Forest Conservation Area;

(c) Reasonable means of access to all permitted uses and structures; and

(d) Any other structures, easements, or improvements not described above, which the Forest Conservation Regulations permit to be construed within the Forest Conservation Area.

5. This Easement does not permit the undertaking of any activity in the Forest Conservation Area that is prohibited or restricted by any law or regulation, or before obtaining any required government approval, license or permit.

6. All rights reserved by Ripken or activities not prohibited by this Easement shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife, scenic and cultural values, and the natural topographic and open-space character of the Forest Conservation Area.

ARTICLE V
MISCELLANEOUS

1. Ripken agrees to notify the City in writing of the names and addresses of any party to whom Ripken transfers all or any portion of the Forest Conservation Area (each a "subsequent transferee") at or prior to the time said transfer is consummated. Each subsequent transferee shall in turn be obligated to notify the City in writing of the names and addresses of any party to whom the subsequent transferee conveys all or any portion of the Forest Conservation Area at or prior to the time said transfer is consummated.

2. This Easement shall be construed to promote the purposes of the statutes creating and governing the conservation purposes of this Easement, including such purposes are as defined in Section 170(b)(4)(A) of the Internal Revenue Code. This Easement shall be governed, construed and enforced in accordance with the laws of the State of Maryland, exclusive of Maryland's conflict of law rules.

3. This Easement sets forth the entire agreement of the parties with respect to the Forest Conservation Area and supersedes all prior discussions, negotiations, understandings or agreements relating to the Forest Conservation Area. If any provisions is found to be invalid, the remainder of the provisions of this Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

4. No failure on the part of the City to enforce any covenant or provision thereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of the City to enforce the same in the event of a subsequent breach or default.

5. No person who is not a party to this Easement shall have any benefit hereunder nor have any third party beneficiary rights as a result of this Easement, nor shall any such party be entitled to rely on any actions or inactions of the parties hereto or their agents, all of which are done for the sole benefit of the parties hereto.

6. Whenever and wherever Ripken is required under any section of this Easement to obtain the prior written consent or approval of the City or any other person or entity prior to taking any action or construction or improvements, Ripken shall only be required to obtain the prior written consent or approval, as the case may be, of the City.

ARTICLE VI
RIGHTS AND INSPECTION

The City of Aberdeen Department of Planning and Zoning, Department of Public Works or other department, agency or other public body or person duly authorized by the City, or its designee, shall have the right, after notifying Ripken, to enter on the above-described Forest

Conservation Area lands from time to time for the sole purpose of inspection and enforcement of the easement, conditions, limitations and restrictions herein contained including, without limitation, restoration, protection, management, maintenance, enhancement and monitoring compliance with the terms of this Easement.

WITNESS the hands and seals of the parties as of the day and year first above written.

WITNESS/ATTEST:

PURCHASER:
RIPKEN BASEBALL ACADEMY LLC

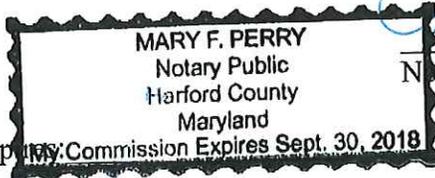
Diane Egan

By: [Signature] (SEAL)
Name: Timothy D Lewis
Title: President, COO

STATE OF MARYLAND, COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this 12th day of March, 2015, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Timothy D Lewis, the Managing Member of Ripken Baseball Academy LLC, and acknowledged the foregoing Easement to be the act and deed of said Limited Liability Company.

AS WITNESS my hand and Notarial Seal.



[Signature]
Notary Public

My commission expires Sept. 30, 2018

[CITY OF ABERDEEN EXECUTION PAGE ATTACHED]

WITNESS/ATTEST:

CITY OF ABERDEEN

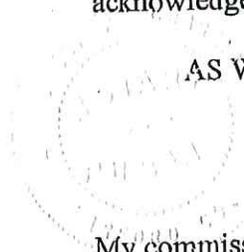
Monica A. Correll
City Clerk

By: Michael E. Bennett (SEAL)
Name: Michael E. Bennett
Title: Mayor

STATE OF MARYLAND, COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this 12th day of May, 2015, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Michael E. Bennett, the Mayor of the City of Aberdeen, who acknowledged the foregoing Easement to be their act and deed of said municipal corporation.

AS WITNESS my hand and Notarial Seal.



Monica A. Correll
MONICA A. CORRELL
Notary Public NOTARY PUBLIC
Harford County, Maryland
My Commission Expires November 19, 2015

My commission expires: 11-19-15

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned Maryland attorney.

Albert J.A. Young

After recording, return to:
Albert J.A. Young, Esquire
Brown, Brown & Young, P.A.
200 S. Main Street
Bel Air, Maryland 21014
410-838-5500

