

COPY

LEASE AGREEMENT

THIS LEASE, made and executed in duplicate this 25th day of November, 1980, by and between TALBOT COUNTY, MARYLAND, a Body Corporate and Politic, hereinafter referred to as Lessor, and the TOWN OF OXFORD, a Municipal Corporation, hereinafter referred to as Lessee, and OXFORD COMMUNITY CENTER, INC., hereinafter called Sublessee.

WITNESSETH

I.

PURPOSE

1. Talbot County is the owner of a certain building located in the Town of Oxford known as Oxford School, which said building has been declared surplus property by prior action of the County Council.
2. Talbot County has previously offered this property to the Town of Oxford to have the structure removed after having determined that there is no apparent useful purpose for the building given its current state of disrepair.
3. On November 14, 1979, Talbot County and the Town of Oxford entered into an Agreement whereby the County conveyed its interest in the building (not the underlying fee) to the Town of Oxford and the Town agreed to cause the building to be demolished within one (1) year from the date of the Agreement; the Town to assume all liability for the demolition of same.
4. Talbot County further agreed that, following restoration of the property to a grassy condition by the Town of Oxford, the County would use the property as a part of the County Parks and Recreation Program.
5. Following the Agreement dated November 14, 1979, a group of concerned citizens, recognized the Oxford School building to be architecturally attractive and structurally sound, and by Petition determined that general community opinion strongly favored a community center use for the facility rather than its destruction. The Oxford Community Center, Inc., a

of Land, more or less; and TOGETHER WITH a 25-foot-wide right-of-way across the reserved land of Talbot County, Maryland, the Easterly side of said right-of-way being more particularly described by course and distance as follows: Beginning for the same at the end of the 3rd Course of the above description and running thence North 03 degrees 50 minutes 277.62 feet to the Southerly side of Maryland Highway No. 333.

The Lessor covenants that the Lessee upon the payment of the rents herein stipulated, and the performance of all the conditions herein contained, shall have the peaceful and quiet possession, use and enjoyment of the leased premises, without hindrance on the part of the Lessor or any person or persons claiming by, through or under the Lessor, for the term herein leased) including any renewal term.

III.

TERM

The term of this Lease shall be for a period of ninety nine (99) years, commencing on the date of this Agreement for the purpose of operation for public purposes as a non-profit Community Center, unless either of the parties hereto shall give notice to the other in writing at least six (6) months prior to the time of their intention to terminate the Lease. Also, this Lease shall terminate in the event that the building shall no longer be used for public purposes as a Community Center or for municipal purposes of the Town of Oxford.

IV.

RENTAL

Lessees hereby covenant and agree to pay to the Lessor as rental for the leased premises during the full term of this Lease, a rental of One Dollar (\$1.00) per year, payable in advance.

VI.

INSURANCE AND LIABILITY

The Sublessee covenants and agrees that it will maintain in full force and effect during the term hereof, insurance on the Leased Premises for the benefit of both the Lessor and the Lessee as their interests may appear, insuring the premises against loss or damage by fire, water, wind and all other causes included within the term "extended coverage" and "additional extended coverage", as may be now available and issued by insurance companies authorized to do business in the State of Maryland, payable in an amount equal to the full insurable value thereof. In addition, Sublessee agrees to maintain a comprehensive general liability policy upon the Leased Premises, which policy shall name as insureds both Talbot County and the Town of Oxford.

IX.

ASSIGNMENT OF LEASE

The Lessee covenants that they will not sell, assign or transfer any rights under this Lease, without the prior written consent of the Commissioners of Oxford.

X.

MISCELLANEOUS COVENANTS

The parties hereto mutually covenant and agree as follows:

1. Lessees shall have the right to erect on the exterior of the premises, such signs and/or advertisements as may be approved by State, County and/or municipal bodies as shall be authorized to exercise any control thereover.
2. All notices and/or demands which may be proper or necessary to be served hereunder, shall be in writing, signed by the party giving the notice or making the demand, and shall be deemed effectually served if sent by registered mail, postage paid, return receipt requested.
3. No waiver by either party hereto of any breach of any covenant or provision hereof on the part of the other party hereto to be kept and performed, shall be considered to be a waiver of such covenant or provision, or a waiver of any subsequent breach thereof.
4. This Lease contains and embraces the entire agreement between the parties hereto, and neither it nor any part of it may be changed, altered,

modified, limited or extended, orally or by any agreement between the parties, unless such agreement be expressed in writing, signed and acknowledged by the Lessor and the Lessee, or their successors in interest. If any term, clause or provision of this Lease shall be judged invalid, the validity of any clause or provision of this Lease shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have respectfully signed and

sealed these presents, the day and year first above written.

TALBOT COUNTY, MARYLAND

ATTEST:

BY: Herbert L. Andrew, III
Herbert L. Andrew, III
President
Talbot County Council

Mary Foster

"Lessor"

THE TOWN OF OXFORD

ATTEST:

BY: James R. M. Farmer, President
James R. M. Farmer, President
Commissioner of Oxford

W. H. Jones

"Lessee"

OXFORD COMMUNITY CENTER, INC.

ATTEST:

BY: Norman W. Harrington
Norman W. Harrington
President

[Signature]

"Sublessee"

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY, that on this 22nd day of November, 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared HERBERT L. ANDREW, III, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the foregoing instrument to be his respective act and deed.

AS WITNESS, my hand and Notarial Seal.

Mary C Foster
Notary Public

My Commission Expires:
July 1, 1980

STATE OF MARYLAND, TALBOT COUNTY, to wit:

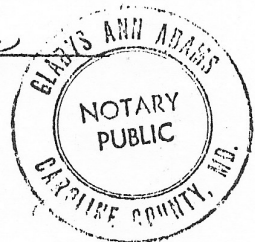
I HEREBY CERTIFY, that on this 25 day of November, 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JAMES R. M. FARMAR, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the foregoing instrument to be his respective act and deed.

AS WITNESS, my hand and Notarial Seal.

Gladys Ann Adams
Notary Public

My Commission Expires:
July 1, 1982

STATE OF MARYLAND, TALBOT COUNTY, to wit:



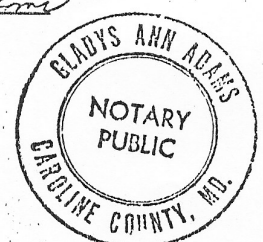
I HEREBY CERTIFY, that on this 25th day of November, 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared NORMAN W. HARRINGTON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the foregoing instrument to be his respective act and deed.

AS WITNESS, my hand and Notarial Seal.

Gladys Ann Adams
Notary Public

My Commission Expires:
July 1, 1982

2B/C



I.

TERM

The term of this Lease shall be for a period of ninety nine (99) years, commencing on the date of this Agreement for the purpose of operation for public purposes as a non-profit Community Center or for municipal purposes of the Town of Oxford. So long as the leased premises shall be used for public purposes as a non-profit Community Center or for municipal purposes of the Town of Oxford, this Lease shall not terminate during the lease period. In the event, however, that the building shall no longer be used for public purposes as a Community Center or for municipal purposes of the Town of Oxford, this Lease shall terminate upon six (6) months notice, in writing, by either of the Parties to the others.

In all other respects, the Lease Agreement dated November 25th, 1980, contains and embraces the entire agreement between the Parties and it may not be changed, altered, modified, limited or extended, orally or by any agreement between the Parties, unless such agreement be expressed in writing, signed and acknowledged by the Lessor and the Lessees, or their successors in interest.

IN WITNESS WHEREOF, the Parties hereto have respectfully signed and sealed this Suppletory Lease Agreement the day and year first above written.

AW OFFICES
DNEY S.
CAMPEN, JR.
STON,
MD.

ATTEST:

Mary Foster

TALBOT COUNTY, MARYLAND

By: Herbert L. Andrew III

Herbert L. Andrew, III
President
Talbot County Council

"Lessor"

ATTEST:

Ruth E. Hayes

THE TOWN OF OXFORD

By: James R. M. Farmar

James R. M. Farmar
President
Commissioner of Oxford

"Lessee"

ATTEST:

Norman W. Harrington

OXFORD COMMUNITY CENTER, INC.

By: Norman W. Harrington
Norman W. Harrington

"Sublessee"

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY, that on this 25th day of November, 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared HERBERT L. ANDREW, III, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained and further acknowledged the foregoing instrument to be his respective act and deed.

AS WITNESS, my hand and Notarial Seal.

Mary C. Foster
Notary Public

My Commission Expires:

July 1, 1982

W OFFICES
NEY S.
CAMPEN, JR.
STON,
MD.

LAW OFFICES
HONEY &
CAMDEN, JR.
ASTON,
MD.

July 1, 1982

My Commission Expires:

Notary Public



AS WITNESS, my hand and Notarial Seal.

and deed.

acknowledged the foregoing instrument to be his respective act

executed the same for the purposes therein contained and further

subscribed to the within instrument and he acknowledged that he

to me (or satisfactorily proven) to be the person whose name is

County aforesaid, personally appeared NORMAN W. HARRINGTON, known

1980, before me, the subscriber, a Notary Public of the State and

I HEREBY CERTIFY, that on this 23rd day of November,

STATE OF MARYLAND, TALBOT COUNTY, to wit:

July 1, 1982

My Commission Expires:

Notary Public



AS WITNESS, my hand and Notarial Seal.

and deed.

acknowledged the foregoing instrument to be his respective act

executed the same for the purposes therein contained and further

subscribed to the within instrument and he acknowledged that he

to me (or satisfactorily proven) to be the person whose name is

County aforesaid, personally appeared JAMES R. M. FARMAR, known

1980, before me, the subscriber, a Notary Public of the State and

I HEREBY CERTIFY, that on this 23rd day of November,

STATE OF MARYLAND, TALBOT COUNTY, to wit: