

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

Maryland Corporation, was duly formed for purposes of restoration and operation of the building as a community center for public purposes.

6. The Commissioners of Oxford have requested the Talbot County Council to release the Town from the agreement referred to in paragraph 3 above, and to permit the Town of Oxford to lease the hereinabove described property from the County, and to sublease the same to The Oxford Community Center, Inc., for use a public facility for public purposes.

II.

DESCRIPTION AND TERM

In consideration of the payment of the rental and performance of the agreements set forth, Lessor does hereby lease unto Lessee and Lessee does accept from Lessor, the following leased premises:

ALL that tract of land (comprised of several parcels) and improvements thereon, in the Town of Oxford, Talbot County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at a Concrete Monument on the Southerly side of Maryland Highway No. 333, said Monument being at the Northeasterly corner of the herein described land and the Northwesterly corner of the land described in a deed from Talbot County, Maryland to Oxford Fire Company, Inc., dated October 22, 1974, and recorded in the Land Record Books of Talbot County, Maryland under Liber 488, folio 451, and from said Place of Beginning running (1) by and with the said Oxford Fire Company, Inc. land, South 03 degrees 50 minutes West 240.73 feet to a Concrete Monument; thence by and with a new division line between the herein described land and the reserved land of Talbot County, Maryland the following three courses and distances; (2) South 63 degrees 54 minutes West 60.91 feet to a Concrete Monument; thence (3) North 86 degrees 10 minutes West 222.40 feet to a Concrete Monument; thence (4) North 03 degrees 50 minutes East 227.62 feet to a Concrete Monument and the aforementioned Maryland Highway No. 333; thence (5) by and with the said Maryland Highway No. 333, North 84 degrees 51 minutes East 278.60 feet to the Place of Beginning, containing 1.557 Acres

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.

V.

SUBLEASE

The parties hereto agree that Lessee shall be permitted to sublease the above described premises to the Oxford Community Center, Inc., sublessee, provided that the provisions hereof shall be observed in all respects, and in the event that the subject property shall ever cease to be used for public purposes or municipal purpose of the Town of Oxford, this Lease and sublease shall be void, and Talbot County acting through its authorized agents shall be entitled immediately to reenter and take possession of the premises.

Lessee hereby subleases the above described premises to Sublessee, upon the same terms and conditions hereinabove set out, and the Sublessee hereby agrees during the term of this Lease, including any renewal thereof, to the following additional terms:

- (a) To restore and keep the leased premises for a Community Center; the Lessee may make such improvements or alterations as may be necessary to carry on the Sublessee's purpose on the leased premises.
- (b) Not to make or suffer any unlawful, improper or offensive use of the premises.
- (c) To permit the Lessor and Lessee at reasonable times to enter upon and examine the premises and make such inspection as may be requested.
- (d) To pay all electrical and heat bills and all other utilities as a result of Sublessee's occupancy of the premises.

The Lessee and Sublessor hereby agrees during the term of the Lease, including any renewal thereof, as follows:

- (a) To allow the Sublessee and it's invitees to use the parking lot located on the leased Premises, including the right of ingress and egress to same.
- (b) To permit the Sublessee to further sublet portions of the facility or engage in any lawful use of the premises in order to raise and provide funds for its continued use as a Community Center provided, however, that any such funds shall be used only to fund the operation and maintainance of the premises. The Commissioners of Oxford shall have the right to approve or disapprove of any further subleasing of the subject premises.

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 Lessees covenant 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 Lessees, 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.

ATTEST:

TALBOT COUNTY, MARYLAND

Mary Foster

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

"Lessor"

ATTEST:

THE TOWN OF OXFORD

Ruth E. Hayes

By: James R. M. Farmar
James R. M. Farmar, President
Commissioner of Oxford

"Lessee"

ATTEST:

OXFORD COMMUNITY CENTER, INC.

Norman W. Harrington

By: Norman W. Harrington
Norman W. Harrington
President

"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, 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:



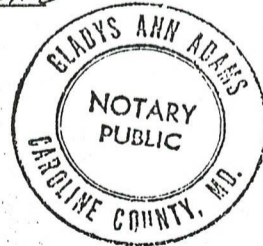
I HEREBY CERTIFY, that on this 25th day of November, 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared NORMAN W. HARRINGTON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged 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



SUPPLEMENT
TO
LEASE AGREEMENT

THIS SUPPLETORY AGREEMENT, 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. On November 25th, 1980, Talbot County, the Town of Oxford, and the Oxford Community Center, Inc., entered into a Lease Agreement whereby the County leased a certain property known as The Oxford School to the Town of Oxford and the Town sub-let the building to the Oxford Community Center, Inc., for a term of ninety-nine (99) years, unless either Party should give six (6) months notice of termination.

2. It is the intention and desire of the Parties to the Lease that so long as the subject property is used for public purposes as a Community Center or for municipal purposes of the Town of Oxford, the Lease shall not be terminated during the stated term of ninety-nine (99) years.

NOW, THEREFORE, in consideration of the payment of the rental and the performance of the agreements previously set forth, the Parties agree to the following suppletory amendment to the Lease Agreement previously executed:

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

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

My Commission Expires:
July 1, 1982

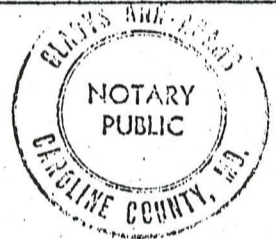
STATE OF MARYLAND, TALBOT COUNTY, to wit:

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 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



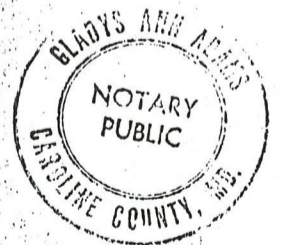
STATE OF MARYLAND, TALBOT COUNTY, to wit:

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



LAW OFFICES
SIDNEY S.
CAMPEN, JR.
ASTON,
MD.