

**THIRD ADDENDUM TO LEASE AND AGREEMENT**

THIS THIRD ADDENDUM TO LEASE AND AGREEMENT (the "**Third Addendum**") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a public body corporate and agency of State of Maryland (the "**Commission**"), and CRESCENT CITIES JAYCEES FOUNDATION, INCORPORATED, a Maryland non-stock corporation (the "**Lessee**").

WITNESSETH:

WHEREAS, the Commission and Lessee entered into a Lease and Agreement (the "**Original Lease**"), dated August 20, 1981, whereby certain land was leased to the Lessee under the terms, covenants, and conditions of that Original Lease; and

WHEREAS, the parties entered into a first Addendum to the Original Lease, dated August 17, 1988, which extended the lease term and permitted the Lessee to construct and operate an adult day care center (the "**Adult Day Care**") at the demised premises (the "**First Addendum**"); and

WHEREAS, the parties entered into a Second Addendum to said the Original Lease dated January 23, 1992, which amended the lease term to commence on June 1, 1988 and to expire on May 31, 2018 (the "**Second Addendum**") (the Original Lease, First Addendum, and Second Addendum are collectively referred to as the "**Lease**"); and

WHEREAS, the Lessee desires to make certain capital improvements to the Adult Day Care as described below in this Third Addendum; and

WHEREAS, the Lessee desires to further extend the Lease term for additional seven years; and

WHEREAS, the Commission has determined that the aforesaid Lessee's requests will not be inconsistent with the Commission purposes and is agreeable to Lessee's request; and

NOW, THEREFORE, in consideration of the promises herein contained, the parties do hereby agree as follows:

1. All terms, covenants and conditions of the Lease shall remain in full force and effect unless specifically modified herein. In the event of any conflict between the terms of this Third Addendum and the terms, covenants, and conditions of the Lease, the terms of this Third Addendum shall control.
2. The parties agree that the term of the Lease shall be extended for additional seven years, so that the Lease term that commenced on June 1, 1988, will expire on May 31, 2025.
3. The following is added to the Lease as new Section 6.9:  
  
"6.9 The Lessee, at its sole expense, shall implement and complete those capital and other improvements to the Adult Day Care building, the Community Center building, and

the parking lots attached thereto and materially incorporated into this Lease as Schedule A. The foregoing renovations and/or improvements must be performed subject to the terms of the Lease.”

4. The Lessee shall be solely responsible for the repayment of all obligations with respect to any funding provided by the State of Maryland or any other party.

IN WITNESS WHEREOF the said parties hereunto have set their hands and seal on the day first hereinabove written.

**LESSEE:**  
CRESCENT CITIES JAYCEES FOUNDATION,  
INCORPORATED

By: \_\_\_\_\_  
Steven G. Novak, President

**COMMISSION:**  
MARYLAND-NATIONAL CAPITAL PARK  
AND PLANNING COMMISSION

By: \_\_\_\_\_  
Patricia Colihan Barney, Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Joseph C. Zimmerman,  
Secretary-Treasurer

**SCHEDULE A**

Crescent Cities Jaycees, Inc.  
Oxon Hill Community Center  
Capital Improvement Budget

• New Roof – Combination Tar & Shingles	\$ 19,847
• Parking Area Milling, Repaving, Striping	\$ 62,300
• Ft. Washington Room HVAC Upgrade – 2 Units	\$ 21,500
• Potomac Overlook Room HVAC Upgrade – 1 Unit	\$ 8,200
• First Floor Offices HVAC Upgrade – 1 Unit	\$ 7,800
• Second Floor Offices HVAC Upgrade – 1 Unit	\$ 7,800
• Basement HVAC Upgrade	\$ 9,600
• Wall Coverings/Ceiling/Carpet – Ft. Washington Room	\$ 18,200
• Bathroom Renovations – 4 (1 <sup>st</sup> & 2 <sup>nd</sup> Floor)	\$ 16,000
• Commercial Gas Hot Water Heater	\$ 7,400
• Kitchen Floor Replacement (Sub Floor, Tile)	\$ 3,000
• Kitchen Refrigerator, Ice Machine Upgrade	<u>\$ 6,700</u>
 Total	 \$188,347

Crescent Ridge Adult Day Health Center  
Capital Expenditures

• Roof Replacement	\$ 18,500
• Parking Lot Resurfacing	\$ 21,350
• Replacement of Heating/Air Conditioning Units	\$ 25,500
• Replace Dishwasher	\$ 3,200
• Replace Carpeting	<u>\$ 19,700</u>
 Total	 \$ 88,250

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LEASE AND AGREEMENT

Associate Director  
Facility Operations

THIS LEASE AND AGREEMENT, made this 20<sup>th</sup> day of August, 1981, by and between THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a public body corporate (hereinafter referred to as the "Commission"), and Crescent City Jaycees, Incorporated (hereinafter referred to as the "Lessee"),

WITNESSETH:

WHEREAS, the Commission is authorized by Article 66D, Annotated Code of Maryland, 1980 Cumulative Supplement, to acquire, develop, maintain and control land for park purposes; and

WHEREAS, the Commission is the owner of the fee simple title in that property situated in Prince George's County, Maryland, which is the subject of this Lease and Agreement; holds said property for the benefit of all the citizens in the Maryland-Washington Metropolitan District and is responsible for the maintenance, development and operation of said property; and

WHEREAS, the Commission is authorized to lease property to any responsible individual, partnership or corporation for purposes not inconsistent with the use of the property for park purposes; and

WHEREAS, the Commission has determined the Lessees are responsible persons; and

WHEREAS, the Commission has determined that the proposed use of the property will not be inconsistent with park purposes;

NOW, THEREFORE, for and in consideration of the respective covenants and agreements to be kept and performed by the parties hereto, the parties agrees as follows:

ARTICLE I - DEMISED PREMISES

1.1 The Commission does hereby demise and lease to the Lessee and the Lessee hereby leases from the Commission, for and upon the provisions hereinafter specified, that parcel of ground and the improvements located thereon, known as the southern 11+

acres of Oxon Hill Manor, including all outbuildings, situated in Prince George's County, Maryland, and more particularly described in Schedule A, attached hereto and incorporated herein. From time to time, the demised premises may be changed by mutual agreement by the Lessor and the Lessee.

ARTICLE II - TERM

2.1 The term of the Lease shall be for a period of ten (10) years commencing on the date of execution hereof. Lessee is hereby given an option to renew his leasehold interest in the demised premises for an additional term of five (5) years at the expiration of the term of this Lease, upon the covenants, terms and conditions set forth herein, provided that Lessee shall give Lessor, prior to the expiration of the term of this Lease One Hundred Eighty (180) days' notice, in writing, of his desire to procure such new Lease. A new Lease Agreement for the term of such renewal shall be unnecessary on such extension, this Agreement constituting a present demise for both the original and any extended term.

2.2 Upon the expiration of original period of ten (10) years and of the five (5) year option set forth herein, the Lessee is hereby given an option to renew his leasehold interest in the demised premises, upon the covenants, terms, and conditions set forth herein upon written approval of the Commission, said approval shall not be unreasonably withheld. Request for renewal shall be in writing to the Commission, at least four (4) months prior to the expiration of the initial Lease.

2.3 Should the liquidation of the property be considered, the Lessee will be granted the rights of "First Refusal" for the acquisition of the property herein described as "the Southern 11+ acres of the Oxon Hill Manor Estate" with the monetary value of the renovations and improvements counted in full as payment made toward the estimated appraised value of said property.

ARTICLE III - USE

3.1 The demised premises, and buildings thereon, shall be made available for general public use on a first-come, first-served basis. All charges and fees for such uses shall be reviewed and approved by the Commission and shall not be changed without prior approval of the Commission. All charges and fees for approved uses shall be the property of Lessee.

3.2 Lessee shall be responsible for taking applications for use, for scheduling use of the facility, and for issuing permits for use.

3.3 The capacity and all fire preventive requirements of all above-listed uses shall be determined by the Fire Marshall, Prince George's County, Maryland, and the Lessee agrees to be bound by his decision.

3.4 The Lessee agrees that in the use of the demised premises, the Lessee will comply with all present and future law ordinances and regulations of the Federal Government, the State of Maryland, the County of Prince George's, and The Maryland-National Capital Park and Planning Commission, and that they will not use the demised premises nor allow them to be used for any illegal or unsafe purposes. The demised premises are identified in Schedule A.

3.5 The Lessee shall not permit the demised premises or any part thereof to be used by any other person or persons for any purpose or use other than those permitted in accordance with the terms of this Lease and Agreement.

3.6 The Lessees shall make no unlawful or offensive use of the demised premises nor shall the Lessee use the premises or any part thereof for any purpose that is extra hazardous because of fire or explosion or otherwise.

3.7 The Lessee is permitted to set aside a portion of the premises for use as living quarters for a custodian. The Lessee is responsible for establishing the terms and executing the sub-lease, if such arrangement is undertaken.

3.8 The Lessee shall not be permitted to sub-lease any portion of the premises, except as in Paragraph 3.7 above, without prior written approval of the Commission.

3.9 The Lessee shall provide to the Commission a schedule of programs or events scheduled on the premises. Such schedule shall be provided on a regular basis which will be determined by the parties. The Commission may, at its discretion, question any program or event schedule and require cancellation or revision if it finds that such program or event is not in the best interest of the Commission's public responsibilities. The parties shall also agree to a period of time for a minimum notice for all such programs or events shown in an advance schedule.

3.10 The Lessee shall notify the Commission of all planned fund-raising projects that will take place on, or require the use of, the demised premises, at least thirty (30) days in advance. Such notification shall be in writing and the Commission reserves the right to refuse or revise the project if it finds that the project is not in the best interest of the Commission's public responsibilities. Projects shall include but not be limited to events known as Las Vegas Nite's, Flea Markets, Art Auctions, Dances and Staged Productions.

#### ARTICLE VI - EXCLUSIVE PRODUCTION

4.1 The Commission covenants and warrants that it owns the fee simple title to the demised premises and that the Lessee in performing its obligations hereunder shall peacefully and quietly hold and enjoy the premises throughout the term of this Lease and Agreement.

#### ARTICLE V - UTILITIES AND COSTS

5.1 The Lessee shall pay at all times during the term of this Lease and Agreement, all charges for fuel, water, gas, electricity, or other public utilities used by them or by members of the general public in conjunction with the above-described schedule for use of the facility. The Lessee shall be responsible

for obtaining, maintaining and providing, at no cost to the Commission, all utility services necessary for Lessee's use of the demised premises.

ARTICLE VI - RENOVATION AND MAINTENANCE

6.1 The Lessee agrees to undertake renovation of the premises and buildings and fixtures thereon in accordance with a long-range plan for the total renovation of the premises. The Lessee agrees to furnish to the Commission at the earliest possible time, and before any renovation or construction begins, the general long-range plan for renovation. The plan shall describe the general planned development phases; estimated times for renovation initiation and completion; estimated costs; and planned uses, programs and goals. The plan may include any additional information which would aid in describing the final status of the renovation. The plan may not be implemented until approved by the Commission and shall be reviewed at least once a year. The time for review long range planning may be changed by written agreement between the parties.

6.2 All renovation shall be at no cost to the Commission. The Lessee agrees that all renovation, necessary maintenance, or both, shall be at the expense of the Lessee and may be inspected by the Commission or its agent, to ensure a continuing adequate quality of maintenance and appearance of the premises consistent with the maintenance of health and safety standards established by the Commission and other legal authorities.

6.3 The plan for renovation may be implemented in stages. Plans for each stage of renovation must also have express approval of the Commission. The long-range plan and any plan for a stage of renovation shall be reviewed by the Commission. The express approval of the Commission shall not be required for contracts for construction and materials, it being the expressed intention of the parties that Lessee shall execute any contracts for construction and materials as Lessee deems necessary.

6.4 All contracts for construction and materials in excess of \$25,000.00 shall include all necessary bonds, as required by Maryland law, to protect mechanics and materialmen and shall also provide any performance bonds necessary to guarantee the completion of all renovation and construction undertaken. All such bonds shall be included as an integral part of any such contract and shall be included in the total contract cost and may not provide for recourse to payment by the Commission. For contracts for construction and materials for sums less than \$25,000.00 an escrow account shall be maintained in like amounts before such construction has begun and/or before delivery of materials. Acceptance and responsibility for contracts less than \$25,000.00 shall be at the sole discretion of the Lessee.

6.5 During the term of this Lease and Agreement, the Lessee is solely responsible for the maintenance and operation of the premises. The Lessee shall maintain all utilities, fixtures, and equipment and make necessary repairs and replacements as provided in the long-range plan.

6.6 Except as provided in the long-range plan or otherwise agreed to by the Commission, the Lessee:

(a) shall maintain the landscape without altering any water courses, cutting trees, causing additional improvements to be built on the property, or causing other changes to be made to the character or topography of the property; and

(b) may not remove any improvements, fixtures, or equipment located on the premises.

6.7 All alterations, additions and improvements made in, on or to the premises by the Lessee during the term of this Lease and Agreement, shall (unless otherwise provided by express written agreement or by the terms hereof) become the property of the Commission and shall remain and be surrendered with the premises. Lessee hereby waives any and all claims against the Commission and its agents, for damages to, or loss of, any property belonging to the Lessee that may be in or on the premises.

6.8 All such renovations and/or necessary maintenance shall be at the Lessee's sole expense and will be subject to prior approval of and general inspection by the Commission or its agent to insure a continuing adequate quality of maintenance and appearance and physical condition of the demised premises commensurate with maintenance, health and safety standards established by the Commission and other legal authorities.

ARTICLE VII - INDEMNIFICATION

7.1 The Lessee, at Lessee's own cost, shall furnish a broad form comprehensive general liability policy in favor of Lessee and the Commission indemnifying the Commission, its agents, and Prince George's County, Maryland and their respective officers and employees, in the amount of One Million Dollars (\$1,000,000.00) each occurrence bodily injury liability, One Million Dollars (\$1,000,000.00) aggregate personal injury liability, and Fifty Thousand Dollars (\$50,000.00) aggregate property damage liability. Such insurance shall be placed with a company licensed by the State Commissioner to do business in the State, and a Certificate of Insurance shall be furnished to the Commission naming the Commission as the insured party.

7.2 Lessee agrees to release from liability the Commission, its agent, Prince George's County, and their respective officers and employees, from any and all injury to the Lessee, any employee, agent or guest of the Lessee, or any workman on the premises pursuant to the request of the Lessee in conjunction with renovation or maintenance being conducted by the Lessee or to any member of the general public utilizing the facility in excepting only such injury and damage as may result from the negligent acts of any representative, agent or employee of the Commission, its agent, Prince George's County, Maryland, or their respective officers and employees.

ARTICLE VIII - WAIVERS

8.1 No waiver by the Commission or its agent of any default, violation, or breach of any condition or provision of this Lease and Agreement by the Lessee, shall constitute or be construed as a waiver of any other default, violation or breach of any other default, violation or breach of any condition or provision of this Lease and Agreement nor operate to defeat the rights of the Lessor or its agent under the provisions of this Lease and Agreement.

ARTICLE IX - REMEDIES

9.1 Repossession by Lessor. In the event of default by the Lessee, or failure by the Lessee to fulfill any of the terms of this Lease, the Commission shall give notice of such breach in writing to the Lessee. If the Lessee fails to remedy the breach within thirty (30) days, or within a time period otherwise agreed to by both parties, then the Lessee's right to possession of the demised premises shall terminate and the Lessee shall surrender possession thereof immediately.

9.2 Damages. In addition to terminating this Lease and Agreement, the Commission or its agent may sue for and recover all damages accrued or accruing under this Lease and Agreement or arising out of any breach thereof.

9.3 Other Remedies. The Commission may, if it so elects, pursue any other remedies provided by law for the breach of this Lease and Agreement, or any of its terms, covenants and conditions or stipulations. No right or remedy herein conferred upon or reserved to the Commission or Lessee is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right by law or at equity or by statute.

9.4 Rights of Lessee. The Lessee may cancel this Lease and Agreement at anytime prior to its expiration under Article 2.1 by notifying the Commission in writing at least sixty (60) days before the date on which the Lessee specifies as the cancellation date.

9.5 Withholding of Consent. The Commission agrees that it will not unreasonably withhold its consent for the Lessee to do something that under this Lease and Agreement requires the prior consent of the Commission. Violation of this paragraph is a material breach of this Lease and Agreement.

ARTICLE X - ASSIGNMENT AND SUBLEASE

10.1 The Lessee shall not assign, transfer, sublet, pledge, mortgage, surrender nor in any manner encumber or dispose of the demised premises or this Lease and Agreement, or any interest in any portion of the same, except as in Paragraph 3.7 above, without the express prior written consent of the Commission or its agent. Any assignment, transfer, pledge, mortgage or sublease or other encumbrance without such consent, shall be null and void.

ARTICLE XI - SURRENDER

11.1 The Lessee shall at the expiration of the term of this Lease and Agreement, or upon any early termination thereof, under the provision of the Lease and Agreement, without notice, quit and deliver up said premises and all improvements thereon in as good order and condition as when Lessee takes possession, except for ordinary wear and tear. Ownership of any alterations, additions, and improvements which the Commission shall have permitted to be made shall also be vested in the Commission free and clear of all encumbrances, upon termination of this Lease.

11.2 The Lessee shall have fifteen (15) days after any termination of this Lease and Agreement to remove personal property belonging to the Lessee from the demised premises.

ARTICLE XII - MISCELLANEOUS

12.1 Financial Statements. Lessee agrees to furnish to the Commission a financial statement on an annual basis. Such financial statement shall conform to generally accepted accounting principles and such statement shall be performed by a Certified Public Accountant of Lessee's choice. Lessee also agrees to open the accounts for inspection by the Commission at any other

reasonable times during the term of this Lease and Agreement.

12.2 Signs. The Lessee shall not attach, affix, or permit to be attached and affixed on the inside or outside of the demised premises without express prior written permission of the Commission which shall not be unreasonably withheld, any additional signs, flags, placards, poles, wires, aeriials, antennae, or other fixtures, not presently on the premises on the date of this Lease and Agreement.

12.3 Notices. All notices required to be given by either party hereunder shall be in writing and sent by registered mail or certified mail, return receipt requested. Notices to the Commission shall be sent to its agent:

The Maryland-National Capital  
Park and Planning Commission  
c/o Director of Parks and Recreation  
6600 Kenilworth Avenue  
Riverdale, Maryland 20840

and notices to the Lessee shall be sent to:

Crescent Cities Jaycees, Inc.  
P.O. Box 31197  
Temple Hills, Maryland 20031

Either party may change its mailing address hereunder by giving notice thereof to the other party in the manner set forth in this Section 12.3.

12.4 Liens. The Lessee shall not permit any liens to stand against the premises for any labor or material furnished to the Lessee in connection with any work performed by or at the direction of the Lessee. The Lessee covenants and agrees that if, because of any act or omission (or alleged act or omission) of Lessee, any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against the Commission, Lessee shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after notice to the Lessee of the filing thereof.

12.5 Inspection. The Lessee shall allow the Commission, its officers, agents, and employees, free access at all reasonable times to the demised premises for the purpose of examining the same to ascertain if they are in a safe, sanitary and sightly condition, in good order and repair, and that the Lessee has

satisfied their duties and obligations under the terms of this Lease and Agreement.

12.6 Article and Section Titles. The Article and Section titles of this Lease Agreement are intended merely for convenience or reference and are not a part of this Lease and Agreement and shall have no effect upon the construction or interpretation of any part of this Lease and Agreement.

12.7 Integrated Agreement. This instrument may not be modified orally or in any other manner than by an agreement in writing signed by all the parties or their respective successors in interest.

12.8 Separability. The invalidity or illegality of any provision shall not affect the remainder of this instrument.

12.9 Successors and/or Assigns. All of the covenants, provisions, terms, agreements and conditions of this Lease and Agreement shall inure to the benefit and be binding upon the Commission, or any successor or assignee of the Commission and upon the Lessee or any successors or assigns of the Lessee.

12.10 Construction of Lease Terms. Whenever the singular number is used in this Lease and required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm, partnership, trust, association, or other such recognized business relationships.

12.11 State Law Governing. This Lease and Agreement shall be governed by the laws of the State of Maryland.

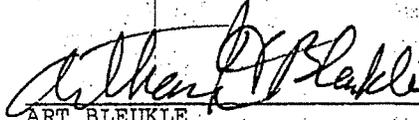
12.12 This Lease shall be recorded at the option of the Commission in the Land Records of Prince George's County, Maryland. Said recordation shall be at the sole expense of the Lessee.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seal on the date first hereinbefore written.

ATTEST:

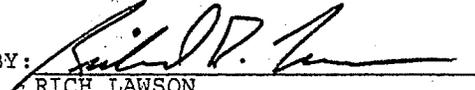
CRESCENT CITIES JAYCEES, INC.

LESSEE



ART BLEUKLE  
Secretary

BY:

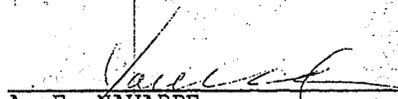


RICH LAWSON  
President

ATTEST:

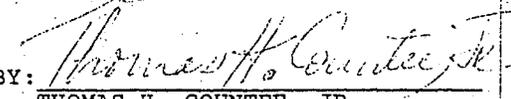
THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

LESSOR



For A. E. NAVARRE  
Secretary-Treasurer

BY:



THOMAS H. COUNTEE, JR.  
Executive Director

REVIEWED AS TO SUFFICIENCY  
OF LEGAL FORM.

Date 9 13 51  
Mo. Day Yr.

  
(Sig.)  
Ass't./Asst./Dep./General Counsel

ADDENDUM TO LEASE AND AGREEMENT

THIS ADDENDUM made this 17 of <sup>August</sup>~~May~~, 1988, by and between THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a public body corporate (hereinafter referred to as the "Commission"), and CRESCENT CITIES JAYCEES, INCORPORATED (hereinafter referred to as the "Lessee").

W I T N E S S E T H :

WHEREAS, the Commission and the Lessee entered into a Lease and Agreement dated August 20, 1981 ("the Lease Agreement") whereby certain land was leased to the Lessee under the terms, covenants, and conditions of that Lease Agreement; and

WHEREAS, the parties desire to extend the term by amending the Lease Agreement; and

WHEREAS, the parties desire to provide for an additional use for a portion of the subject premises to be used as a day care center and amend certain provisions of the prior Lease Agreement in accordance therewith; and

WHEREAS, the Commission has determined that the proposed new use of the property will not be inconsistent with Park purposes;

NOW, THEREFORE, for and in consideration of the respective covenants and agreements to be kept and performed by the parties and their mutual benefit and consideration, the parties do hereby agree as follows:

1. All terms, covenants and conditions of the Lease Agreement by and between the parties are here by incorporated by reference, and unless specifically amended herein shall remain in full force and effect. In the event of any conflict between the terms of this Addendum and the terms, covenants, and conditions of the Lease Agreement, the terms of this Addendum shall be controlling in all respects.

2. The parties desire and do hereby agree that the term of the Lease Agreement as set forth in Article II. Par. 2.1 shall be amended to provide for a new term to commence on June 1, 1988, and to end twenty (20) years thereafter on May 31, 2008. All

ALEXANDER & CLEAVER

ATTORNEYS AT LAW  
PROFESSIONAL ASSOCIATION  
FORT WASHINGTON PROFESSIONAL PARK  
1114 LIVINGSTON ROAD  
FORT WASHINGTON, MARYLAND 20744-5146  
(301) 292-3300

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other provisions of Article II, Par. 2.1 shall remain in full force and effect except for the first sentence thereof which is deleted and for which this new Par. 2 is substituted to provide for an extension of the term.

3. The parties desire and do hereby agree that a new Par. 3.11 shall be added to Article III - Use of the Lease Agreement to provide as follows: The Lessee shall be permitted to use a portion of the demised premises for the construction and operation of a day care center providing that Lessee at its cost and expenses, or in conjunction with other state and county agencies other than the Commission shall comply with Par. 3.2, 3.3, 3.4, 3.5, 3.6, and the other provisions of the Lease Agreement as applicable. It is the intention of the parties that all costs, supervision of construction and operation, and all liability therefor shall rest solely and exclusively with Lessee.

IN WITNESS WHEREOF the said parties hereunto have set their hands and seals on the day first hereinabove written.

CRESCENT CITIES JAYCEES, INC. - LESSEE

BY: *Gregory Scott Hunter*  
GREGORY SCOTT HUNTER, PRESIDENT

THE MARYLAND NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION - LESSOR

*John J. Downs Jr.*  
ACTING EXECUTIVE DIRECTOR

Attest: *A. Edward Navarre*  
SECRETARY-TREASURER

APPROVED AS TO LEGAL SUFFICIENCY

*Elizabeth Sewell*  
A-NCPPC Legal Department

Date 7/25/88

ATTORNEYS AT LAW  
PROFESSIONAL ASSOCIATION  
FORT WASHINGTON PROFESSIONAL PARK  
1114 LIVINGSTON ROAD  
FORT WASHINGTON, MARYLAND 20744-5146  
(301) 292-3300

SECOND ADDENDUM TO LEASE AND AGREEMENT

THIS SECOND ADDENDUM made this 23 day of January, 1992, by and between THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a public body corporate (hereinafter referred to as the "Commission"), and CRESCENT CITIES JAYCEES, INCORPORATED (hereinafter referred to as the "Lessee").

W I T N E S S E T H :

WHEREAS, the Commission and the Lessee entered into a Lease and Agreement ("the Lease Agreement"), dated August 20, 1981, whereby certain land was leased to the Lessee under the terms, covenants, and conditions of that Lease Agreement; and

WHEREAS, an Addendum to said Lease and Agreement was executed on August 17, 1988, which extended the lease term and permitted the Lessee to construct and operate an Adult Day Care Center; and

WHEREAS, the parties were made aware that the State of Maryland requires a thirty (30) year lease term which is equivalent to the period in which the State maintains a right of recovery for the funding provided by it to the Adult Day Care Center.

WHEREAS, the Prince George's County Planning Board approved such thirty (30) year lease term on December 13, 1990; and

NOW, THEREFORE, in consideration of the promises herein contained, the parties do hereby agree as follows:

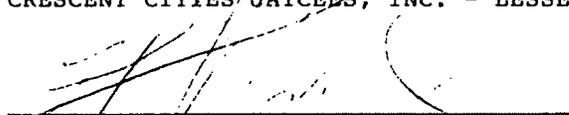
1. All terms, covenants and conditions of the Lease Agreement, dated August 20, 1981, and the Addendum thereto, dated August 17, 1988, shall remain in full force and effect unless specifically modified herein. In the event of any conflict between the terms of this Second Addendum and the terms, covenants, and conditions of the Lease Agreement and Addendum, the terms of this Second Addendum shall control.

2. The parties desire and do hereby agree that the term of the Lease Agreement, as modified in the Addendum, shall be extended for a term to commence on June 1, 1988 and to end on May 31, 2018.

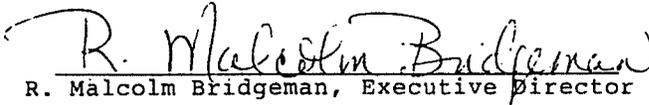
3. The Lessee shall be solely responsible for the repayment of all obligations with respect to any funding provided by the State of Maryland or any other party.

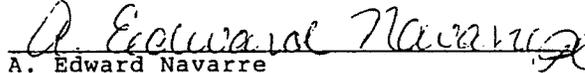
IN WITNESS WHEREOF the said parties hereunto have set their hands and seals on the day first hereinabove written.

CRESCENT CITIES/JAYCEES, INC. - LESSEE

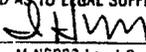
  
Patrick Henry Wood, President

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION - LESSOR

  
R. Malcolm Bridgeman, Executive Director

ATTEST:   
A. Edward Navarre  
Secretary-Treasurer

APPROVED AS TO LEGAL SUFFICIENCY



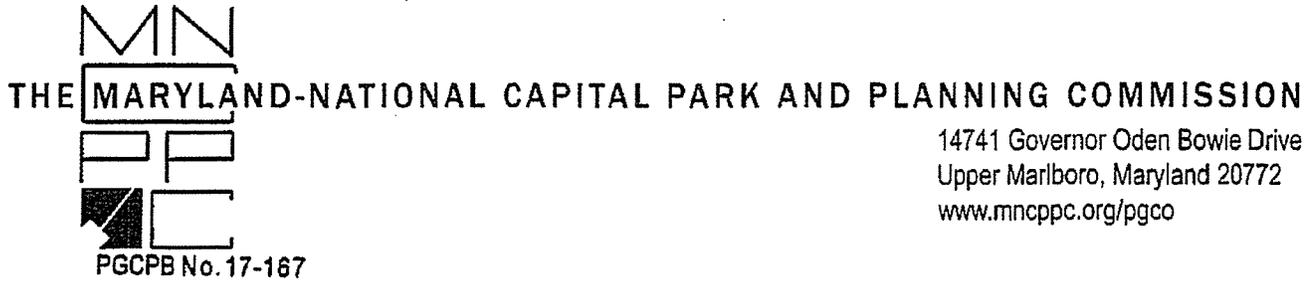
M NCPPC Legal Department

Date

12/17/01

Title	
By	N/A
For	the

1/3/02



14741 Governor Oden Bowie Drive  
Upper Marlboro, Maryland 20772  
[www.mncppc.org/pgco](http://www.mncppc.org/pgco)

## RESOLUTION

WHEREAS, The Maryland-National Capital Park and Planning Commission ("Commission") is authorized under the Annotated Code of Maryland, Land Use Article § 17-205 to sell, convey, transfer, lease or exchange any land held by it and deemed by the Commission not to be needed for park purposes or other authorized purposes; and

WHEREAS, the Commission is further authorized by the Annotated Code of Maryland, Land Use Article, Titles 17 and 20, to own, control, develop, maintain, and operate a public park system within the Maryland-Washington Metropolitan District; and

WHEREAS, the Commission and the Crescent Cities Jaycees Foundation, Incorporated (the "Jaycees") entered into a Lease Agreement (the "Original Lease") dated August 20, 1981, whereby certain land was leased to the Jaycees under the terms, covenants, and conditions of that Original Lease; and

WHEREAS, the parties entered into a First Addendum to the Original Lease, dated August 17, 1988, which extended the lease term and permitted the Jaycees to construct and operate an adult day care center ("the Adult Day Care") at the demised premises (the "First Addendum"); and

WHEREAS, the parties entered into a Second Addendum to said Original Lease dated January 23, 1992, which amended the lease term to commence on June 1, 1988 and to expire on May 31, 2018 (the "Second Addendum") (the Original Lease, First Addendum, and Second Addendum are collectively referred to as the "Lease"); and

WHEREAS, the Jaycees at its sole expense, desire to make certain capital improvements to the Adult Day Care building, the Community Center building and the parking lots; and

WHEREAS, the Jaycees desire to enter into a Third Addendum to further extend the term of the Lease for an additional seven years, so that the Lease term that commenced on June 1, 1988, will expire on May 31, 2025; and

WHEREAS, the Commission has determined that the aforesaid Jaycees' requests will not be inconsistent with the Commission purposes and is agreeable to the Jaycees' request for an extension of the lease; and

WHEREAS, the Annotated Code of Maryland, Land Use Article § 17-204 requires a lease that exceeds twenty years to be approved by the Prince George's County Council; and

WHEREAS, on September 21, 2017, the Prince George's County Planning Board (the "Board") held a public hearing to consider the approval of the Third Addendum;

PGCPB No. 17-167

NOW, THEREFORE, BE IT RESOLVED that, the Board has determined that the terms of the Third Addendum are satisfactory and hereby recommends approval of the Third Addendum, subject to final decision by the Prince George's County Council.

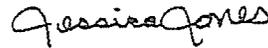
\* \* \* \* \*

CERTIFICATION

This is to certify that the foregoing is a true and correct copy of a resolution adopted by the Prince George's County Planning Board of The Maryland-National Capital Park and Planning Commission on the motion of Commissioner Geraldo, seconded by Commissioner Bailey, with Commissioners Geraldo, Bailey, and Hewlett voting in favor of the motion, and with Commissioners Doerner and Washington absent at its regular meeting held on Thursday, September 21, 2017, in Upper Marlboro, Maryland.

Adopted by the Prince George's County Planning Board this 26<sup>th</sup> day of April, 2018.

Elizabeth M. Hewlett  
Chairman



By: Jessica Jones

APPROVED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
M-NCPPC Legal Department

Date 5/8/18