

LEASE OCTOBER 1st 1968
BETWEEN CAPE ST. CLAIRE SWIM CLUB, INC.
AND
CAPE ST. CLAIRE IMPROVEMENT ASSN, INC.

L E A S E

This agreement made and entered into this *FIRST* day of *OCTOBER*, 1968, by and between the Cape St. Claire Improvement Association, a Maryland Corporation, acting by and through its duly constituted officers, first party, and Cape St. Claire Swim Club, Inc., a body corporate of the State of Maryland, second party.

Whereas, first party is a Maryland Corporation owning certain real estate hereinafter described, and

Whereas, second party desires to construct and maintain a swimming pool and desires for such purpose to lease such site from first party:

Now, therefore, this agreement witnesseth; That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration by the first party to the second party paid, the receipt of which is hereby acknowledged, and in further consideration of the mutual agreement herein contained, the parties have agreed one with the other as follows:

1. The Cape St. Claire Improvement Association does hereby lease and let unto second party, its successors and assigns, for the use and purpose hereafter stated and for the period of twenty (20) years from the date hereof, at an annual rental of Five Hundred Dollars (\$500.00) per year, payable on the first day of April each year, the following described real property, to wit:

That portion of the Cape St. Claire Commercial Center Plat, which is recorded among the Plat Records of Anne Arundel County, in Plat Book No. 22, Folio 17, described as follows: Beginning for the same at a point on the north side of Hilltop Road, said point being distant 218.50 feet northwest of the corner formed by the north side of Hilltop Road and the west side of Cape Saint Claire Road and running thence along the said north side of Hilltop Road $N60^{\circ}-19'-30''W$ - 7.07 feet, thence leave said north side of Hilltop Road and binding along the rear of lots 19 thru 26 and 30 thru 32 of Block

John East

In no event shall the original term and all renewals exceed ninety-nine (99) years.

John G. West

E-E-E Cape St. Claire $N04^{\circ}-45'00''E$ - 849.83 feet to intersect the south side of Blue Ridge Drive, thence binding along the said south side of Blue Ridge Drive and portions of the outline of Block F-F-F Cape St. Claire the following courses and distances $S85^{\circ}-30'30''E$ - 170.18 feet, $N04^{\circ}-29'30''E$ - 376.60 feet, $S62^{\circ}-20'00''E$ - 202.30 feet, $N32^{\circ}-28'30''E$ - 27.45 feet and $S69^{\circ}-39'30''E$ - 26.99 feet, thence leaving the outline of Block F-F-F Cape St. Claire and binding along the rear of lot 50 as shown on the plat of the Cape St. Claire Commercial Center $S20^{\circ}-20'30''W$ - 145.58 feet to intersect the north side of a proposed Service Road in the rear of the said Commercial Center lots 1 thru 49 and thence binding along the west side of the said proposed Service Road the following courses and distances $N82^{\circ}-09'-30''W$ - 94.21 feet, $S07^{\circ}-50'-30''W$ - 500.00 feet, $N82^{\circ}-09'-30''W$ - 50.37 feet, $S18^{\circ}-47'-30''W$ - 82.64 feet, $S60^{\circ}-19'-30''E$ - 50.37 feet and $S29^{\circ}-40'-30''W$ - 480.00 feet to the place of beginning. Containing 4.34 acres.

BEING a part of that property conveyed by the Cape St. Claire Maintenance Corporation to the Cape St. Claire Improvement Association by deed dated February 24, 1962, and recorded among the Land Records of Anne Arundel County in Liber 1547, Folio 392.

2. For the considerations above set out the option is hereby given to second party to lease such said plot of ground from and after twenty (20) years from the date hereof for additional periods of five (5) years) ad infinitum until such time as the Cape St. Claire Swim Club, Inc. is legally dissolved, at an annual rental of Five Hundred Dollars (\$500.00) per year, payable on the first day of April of each year, and the second party agrees to assume any and all taxes levied on the property herein described for the period of this lease.

John G. West It is agreed that the first party will at all times provide ingress and egress to and from the said land area by the access routes shown

as "Service roads" behind lots No. 1 to 24, inclusive, and lots No. 26 to 49, inclusive, and as "Sidewalk" between lots No. 24 and 25 and between lots No. 25 and 26 and as "Service road" between lots No. 49 and 50 on that portion of the Cape St. Claire Commercial Center Plat, which is recorded among the Plat Records of Anne Arundel County, in Plat Book No. 22, Folio 17.

It is further agreed that the first party will at all times provide ingress and egress to the aforementioned access routes through the parking lot and driveway areas between lots No. 1 through 50, inclusive, and Hilltop Drive and/or Cape St. Claire Road (Persimmon Point Road) as shown in that portion of the Cape St. Claire Commercial Center Plat, which is recorded among the Plat Records of Anne Arundel County, in Plat Book No. 22, Folio 17.

It is further agreed that at such time as sufficient interest is shown and sufficient capital has been offered as evidence thereof, that the second party will expand its facilities, within the space available, to provide for those residents of Cape St. Claire showing such interest.

It is further agreed that the annual rental stated in Paragraph One (1) of this agreement shall be payable in arrears for the first two years and shall be payable in advance for the remainder thereof and any renewals under the terms of this agreement.

In witness whereof the parties have hereunto caused this agreement to be executed the day and year first above written.

CAPE ST. CLAIRE IMPROVEMENT ASSOCIATION

By: *Edmund W. Harvey*

PRESIDENT

Acknowledgement:

On this *first* day of *October*, 1968, before me, the undersigned officer, personally appeared *Edmund W. Harvey* who acknowledged himself to be the *President* of the Cape St. Claire Improvement Association, and he, as such *President*, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as *President*.

In witness whereof, I have hereunto set my hand and official seal.

Alta
Olson

Comm. exp. 7/1/69

Gertrude G. Harbents
Notary Public

CAPE ST. CLAIRE SWIM CLUB, INC.

By:

Carl S. Muessem
President

Acknowledgement:

On this first day of October, 1968, before me, the undersigned officer, personally appeared Carl S. Muessem who acknowledged himself to be the President of the Cape St. Claire Swim Club, Inc., and he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof, I have hereunto set my hand and official seal.

Gonnes G. Harduta
Notary Public

Comm. exp. 7/1/69

Carl S.