

EXTENSION TO THE LICENSE AGREEMENT
Granted and Made the 1st day of July, 1995
By and Between the MAYOR AND COUNCIL OF BOONSBORO, MARYLAND
and the SOUTH MOUNTAIN LITTLE LEAGUE, INC.

IX. TERM

EXTEND THE TERM LISTED IN THE PARAGRAPH AS AMENDED OCTOBER 21, 1980:

"This license shall run for a period of thirty (30) years from October 6, 1980, up to and including October 6, 2010, unless terminated, as provided herein. Upon the termination of said period, this license shall renew automatically."

WITNESS this 5TH day of July, 1995, the hand and seal of the Mayor and Council of Boonsboro by the Mayor, its duly authorized representative, and the hand and seal of the South Mountain Little League, Inc., by its President, duly authorized representative.

WITNESS AS TO SIGNATURE AND
ATTEST AS TO CORPORATE SEAL:

Barbara Rodenhiser
Barbara Rodenhiser, Clerk

MAYOR AND COUNCIL OF THE TOWN OF
BOONSBORO, MARYLAND

BY: Charles F. Kauffman, Jr.
Charles F. Kauffman, Jr., Mayor

WITNESS AS TO SIGNATURE AND
ATTEST AS TO CORPORATE SEAL:

Tina M. Thomas
Secretary

SOUTH MOUNTAIN LITTLE LEAGUE, INC.

BY: Nancy House
President

AMENDMENT TO THE LICENSE AGREEMENT
Granted and Made the 30th day of April, 1980
By and Between the MAYOR AND COUNCIL OF BOONSBORO, MARYLAND
and the SOUTH MOUNTAIN LITTLE LEAGUE, INC.

AMENDMENT A:

IX. TERM

REPLACE THE FIRST PARAGRAPH:

"This license shall run for a period of two (2) years from May 1, 1980, up to and including April 30, 1982, unless terminated, as provided herein. Upon the termination of said period, this license shall terminate automatically."

WITH:

This license shall run for a period of twenty (20) years from October 6, 1980, up to and including October 6, 2000, unless terminated, as provided herein. Upon the termination of said period, this license shall renew automatically.

X. NECESSITY OF MUNICIPAL USE

REPLACE:

"In the event that the legislative body of the Mayor and Council of Boonsboro shall determine in its absolute discretion that the property in question is needed or desired to be utilized shall have the right to terminate this license. Termination shall be accomplished by proper resolution of said legislative body, and the giving of notice in writing sixty (60) days prior to the revocation date to the Licensee."

WITH:

In the event that the legislative body of the Mayor and Council of Boonsboro shall determine in its absolute discretion that the property in question is needed or desired to be utilized the Town shall have the right to terminate this license. Termination shall be accomplished by proper resolution of said legislative body, and the giving of notice in writing sixty (60) days prior to the revocation date to the Licensee.

WITNESS this 21st day of October, 1980, the hand and seal of the Mayor and Council of Boonsboro by the Mayor, its duly authorized representative, and the hand and seal of the South Mountain Little League, Inc., by its President, duly authorized representative.

MAYOR AND COUNCIL OF THE TOWN OF
BOONSBORO, MARYLAND

WITNESS AS TO SIGNATURE AND
ATTEST AS TO CORPORATE SEAL:

BY: John Herr
John Herr, Mayor

Barbara Rodenhiser
Barbara Rodenhiser, Clerk

SOUTH MOUNTAIN LITTLE LEAGUE, INC.

WITNESS AS TO SIGNATURE AND
ATTEST AS TO CORPORATE SEAL:

Richard W. Gross

Richard Gross, Secretary

BY:

Earl Gillespie
Earl Gillespie, President

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, entered into this, granted and made this *30th* day of *April*, 1980, by and between THE MAYOR AND COUNCIL OF BOONSBORO, MARYLAND, a municipal corporation existing under and by virtue of the laws of the State of Maryland, herein after referred to as "THE TOWN", and the SOUTH MOUNTAIN LITTLE LEAGUE, INC., an eleemosynary corporation, existing under and by virtue of the laws of the State of Maryland, and referred to herein as "LICENSEE".

WHEREAS; The Town owns all that parcel of ground located on Monroe Road near the corporate limits of The Town and being more particularly described in a deed dated the 8th day of October 1963, from Everett V. Moser and Wife to Mayor and Council of Boonsboro, recorded at Liber 399, folio 314, among the Land Records of Washington County, a copy of which is attached hereto and incorporated herein by reference; and is marked Exhibit "A".

WHEREAS; The Licensee is engaged in the promotion, operation, organization and management of a hard ball league in the Greater Boonsboro area of Washington County, Maryland for non-profit and recreational purposes; and

WHEREAS; Said League is desirous of being granted permission to utilize a certain portion of said premises for the purposes set forth herein; and

WHEREAS; The portion of said premises is shown and designated on a portion of Washington County Tax Map No. 8, attached hereto and incorporated herein by reference; and

WHEREAS: At a duly constituted meeting of the Mayor and Council of Boonsboro, Maryland the legislative body for said municipal corporation, determined that it would be the best interest and welfare of the citizenry and The Town in general to allow said portion of the property in question to be utilized for said purposes by the Licensee, subject to the following conditions; and

WHEREAS; it was resolved to grant a license to the Licensee for the purposes set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS RECITED HEREIN, The Town does hereby grant a revocable license unto the South Mountain League, Inc. under the following terms and conditions;

I.

Licensee is hereby given the license and privilege to use and occupy and maintain

All that parcel of ground fronting approximately 820± feet on the East side of Monroe Road and running back therefrom in an Easterly direction approximately 380± feet on the North side to a stream and thence running along said stream to the Eastern margin of Monroe Road to the place of beginning.

Said area is further shown and designated on the attached Tax Map referred to as Exhibit "B" and also on diagram thereof, attached hereto and incorporated herein and designated as Exhibit "C".

II. USE

Licensee is hereby granted the privilege to use, maintain, improve, occupy and utilize the area in question in any lawful manner in connection with its activities in the promotion of hard ball or other recreational activities. Same shall be conducted in accordance with all Federal, State, County and Town acts, statutes, ordinances and regulations now in existence or that may be promulgated hereafter.

In the event of the violation of any of these provisions, this license is to be considered automatically revoked and terminated without notice.

In addition to the above conditions, the Licensee shall not allow alcoholic beverages of any kind to be dispensed, sold, or to be used by any person or persons on the premises in question at any time or at any function.

III. MISCELLANEOUS MAINTENANCE AND IMPROVEMENTS

Licensee further agrees that in addition to the other requirements of maintenance and occupancy set forth in this license, that it shall provide at all times necessary fencing, off-street parking, trash removal receptacles, and all other facilities, such as backstops, bleachers and any other improvements at its own expense.

IV. IMPROVEMENTS

Licensee agrees that any improvements, fixtures, or appurtenances placed or made upon the premises shall be at Licensee's expense. All maintenance and cost of use shall be at Licensee's expense. Upon the revocation and/or termination of this license for any reason whatsoever, said improvements and appurtenances shall become the absolute property of The Town, or removed at the expense of the Licensee within the absolute discretion of the legislative body of said Town.

V. PERMITS

In the event that it becomes necessary for the utilization of the premises in question for the League or The Town to obtain any type of permit, licenses, or to perform any acts to comply with any Federal, State or County acts, statutes, ordinances or administrative regulations, that same shall be done at the sole expense of the Licensee and all applications and necessary administrative procedures shall be effected by said Licensee, its agents, servants, or representatives at no cost to The Town.

VI. PERMANENT STRUCTURES

Licensee shall not construct any structures of a permanent nature on the area in question without first having formal approval of the legislative body of The Town.

VII. HOLD HARMLESS

Licensee further agrees and does hereby covenant to obtain all necessary liability insurance and any other insurance of whatsoever nature or kind covering activities in relation to the area

in question. Licensee shall furnish unto The Town a certificate of insurance and The Town shall be endorsed on same as an additional insured.

Licensee further agrees and does hereby covenant and agrees to indemnify and save harmless The Town from all fines, suits, claims, demands and actions of any kind and of whatsoever nature, whether arising in law or in equity, in and out of the use, maintenance, repair or for any reason whatsoever arising under this license.

VIII. ASSIGNABILITY

This license runs only to Licensee designated herein and is not assignable.

IX. TERM AMENDED JULY 5, 1995

This license shall run for a period of ~~two (2) years~~ THIRTY (30) YEARS from May 1, 1980 up to and including ~~April 30, 1982,~~ unless terminated, ~~as provided herein.~~ Upon the termination of said period, this license shall ~~terminate~~ RENEW automatically.

In the event that the Licensee is desirous of terminating this agreement prior to the period set forth herein, Licensee is hereby given the privilege to do so, PROVIDED that the Licensee shall give The Town sixty (60) days' notice thereof in writing at any time during said term, and shall leave the premises in good condition.

X. NECESSITY OF MUNICIPAL USE

In the event that the legislative body of the Mayor and Council of Boonsboro shall determine in its absolute discretion that the property in question is needed or desired to be utilized shall have the right to terminate this license. Termination shall be accomplished by proper resolution of said legislative body, and the giving of notice in writing sixty (60) days prior to the revocation date to the Licensee.

WITNESS the hand and seal of the Mayor and Council of Boonsboro by the Mayor, its duly authorized representative, and the hand and seal of the South Mountain Little League, Inc., by its President, duly authorized representative.

MAYOR AND COUNCIL OF
THE TOWN OF BOONSBORO, MARYLAND

WITNESS AS TO SIGNATURE
AND ATTEST AS TO CORP. SEAL:

Barbara Rodenhiser
Barbara Rodenhiser,
Clerk

By: Stuart L. Mullendore
Stuart L. Mullendore,
Mayor

SOUTH MOUNTAIN LITTLE LEAGUE, INC.

WITNESS AS TO SIGNATURE
AND ATTEST AS TO CORP. SEAL:

Reguelina H. Gillespie
Secretary

By: James V. Keller
President