

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT dated this 27 day of MAY, 2015 by and between the **Myersville Volunteer Fire Company, Inc.**, a Maryland not-for-profit corporation (hereinafter "the Fire Company") and the **Town of Myersville**, a Maryland municipal corporation (hereinafter, "the Town").

WHEREAS, the parties hereto entered into an Agreement dated December 8, 2009 which Agreement was recorded among the Land Records of Frederick County, Maryland at Liber 9158, folio 189 (hereinafter, "the Agreement"); and

WHEREAS, the Agreement provided, among other things, for the Fire Company to make annual or bi-annual payments to the Town; and

WHEREAS, the Fire Company has fallen into arrears in making the payments under the terms of the Agreement; and

WHEREAS, both parties deem it to be in their respective interests to revise the terms of the Agreement rather than pursue enforcement of the repayment terms of the Agreement; and

WHEREAS, the parties also wish to state their agreement to conduct regular meetings in order to discuss issues regarding maintenance and operations of their jointly used facilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties do hereby agree as follows:

1. Paragraph 3A. of the Agreement dated December 8, 2009 entered into by and between the parties is hereby prospectively deleted, rescinded, void and of no further force and effect. In lieu thereof, the following is hereby inserted and made effective as Paragraph 3A. of the Agreement:

3 A. The Fire Company shall pay to the Town, without notice, abatement, deduction or set-off thirty (35) annual payments of One Hundred Thousand Dollars (\$100,000.00) each beginning in the year 2015 and continuing each consecutive year thereafter until the year 2049 and a final payment of Sixty-two Thousand Eight Hundred Fourteen Dollars and Twenty-five cents (\$62,814.25) in the year 2050 for a total payment of Three Million Five Hundred Sixty-two Thousand Eight Hundred Fourteen Dollars and Twenty-five cents (\$3,562,814.25). Said payments shall be made to the Town on or before the first day of June/Dec in each year or on such other schedule as agreed to by and between the parties. The obligation of the Fire Company to make the payments set forth in this paragraph shall continue and be independent of whether the Town, for any reason, terminates or discontinues its use

and occupancy of all or any portion of the Property or whether this Agreement terminates for any reason. Payments by the Fire Company under this paragraph shall be submitted to the offices of the Town, 301 Main Street, Myersville, Maryland 21773. Checks shall be made payable to "Town of Myersville".

2. The following is hereby added to the Agreement as new paragraph 5D.:

5. D. A committee of authorized representatives of both the Fire Company and the Town shall meet quarter-annually in the months of January, April, July, and October of each year to discuss and resolve issues relating to repairs to and maintenance of the Property and the Improvements. The members of the committee shall attend such meetings and enter into discussions in good faith with the goal of addressing and resolving such repair and maintenance issues. Annually, and no later than April 1 of each year, a report will be prepared by the committee summarizing the discussions at the meetings conducted during the preceding year and the decisions and resolutions reached. A copy of that report shall be provided to each party for review and consideration.

3. All other terms and provisions of the Agreement dated December 8, 2009 are reaffirmed and shall remain and continue in full force and effect. In the event that any term or provision of that Agreement or any exhibit thereto is inconsistent with the terms and provisions in this Amendment, then the terms and provisions of this Agreement shall control.

ATTEST:

MYERSVILLE VOLUNTEER FIRE
COMPANY, INC.

Carol Linton

By: Carol Ratz / president

ATTEST:

TOWN OF MYERSVILLE

Kathy Gaver
Kathy Gaver, Town Clerk

By: Wayne S. Creadick, Jr.
Wayne S. Creadick, Jr., Mayor

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 27 day of MAY, 2015, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Carol Linton, President of **Myersville Volunteer Fire Company, Inc.**, known to me (or satisfactorily shown to be), and who, as President of the said Myersville Volunteer Fire Company, Inc., executed the foregoing document for the purposes therein contained and who further acknowledged that, as President of Myersville Volunteer Fire Company, Inc., he is authorized to do so and that his act is the act of the Corporation.

WITNESS my hand and Notarial Seal.

Kathy E. Lawrence
Notary Public

My Commission Expires: 9/1/2018

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 27th day of May, 2015, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Wayne S. Creadick, Jr.**, Mayor of the Town of Myersville, known to me (or satisfactorily shown to be), and who, as Mayor, executed the foregoing document on behalf of the Town of Myersville for the purposes therein contained and who further acknowledged that, as Mayor, he is authorized to do so and that it is the act of the Town of Myersville.

WITNESS my hand and Notarial Seal.

Kathy E. Lawrence
Notary Public

My Commission Expires: 9/1/2018