

6/24/1929

0-36'

Liber 5038

Folio 46

Stephen Little

Balt. City

6/24/1929



FROM THE

CANTON COMPANY

OF BALTIMORE

TO

The German United Evangelical
Church of Canton.

6459

RECEIVED FOR RECORD
AUG 27 1929 AT 2⁵⁶ O'CLOCK
M. SAME DAY IN THE
S. C. L. LIB. 5038 FOLIO 46
ONE OF THE Land
BALTIMORE CITY AND COUNTY
PER

Stephen Little

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This Deed,

Made this

Twenty-fourth

day of June

in the year

nineteen hundred and twenty-nine by the

Canton Company of Baltimore, a corporation

duly incorporated under the laws of the State of Maryland, of the first part, and The German

United Evangelical Church of Canton, a body corporate, duly incorporated under the laws of the State of Maryland, of the second part.

Witnesseth, That in consideration of the sum of five dollars and other valuable considerations the said Canton Company

of Baltimore, doth grant unto The German United Evangelical Church of Canton, for the purposes hereinafter mentioned, its

successors ~~here~~ and assigns, in fee simple, all that

piece or parcel of ground situate, lying and being in Baltimore City State of Maryland,

and described as follows, to wit: Beginning for the same at the corner formed by the intersection of the north line of Dillon street with the east line of East avenue and running thence north on the east line of East avenue thirty-six feet, thence at right angles to East avenue and parallel to Dillon street east seventy-five feet, thence at right angles and parallel to East avenue south thirty-six feet to the north line of Dillon street, thence west on the north line of Dillon street seventy-five feet to the place of beginning.

And the said The German United Evangelical Church of Canton for itself, its successors and assigns, doth hereby covenant and agree to and with the said Canton Company of Baltimore, its successors and assigns, that the lot of ground hereinbefore conveyed and the building thereon erected shall be at all times be and continue to be devoted to and used for a school for the education of young persons of both sexes and or for the use of church purposes, and should the use thereof be discontinued for the space of six successive months then in such case the hereinbefore described lot together with all the improvements shall revert to and be reinvested in said Canton Company of Baltimore, its successors and assigns and all interest created by the conveyance aforesaid shall therefore

...this deed to any street or highway
...shall not be held or taken to dedicate such
...the grantor here expressly reserves to itself, all the right, title
...streets and highways respectively.

The grade of said lot conform to the grades of the streets and highways already established
...
CANTON COMPANY OF BALTIMORE.

Together with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To Have and to Hold the said piece or parcel of ground and premises above described or mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said The German United Evangelical Church of Canton, for the purpose of hereinbefore mentioned, its successors and assigns in fee simple.

And the said Canton Company of Baltimore doth hereby covenant that it will warrant specially the property hereby conveyed and that it will execute such further assurances of said land as may be requisite.

And this Deed further Witnesseth, that the said Canton Company of Baltimore doth hereby constitute and appoint Ernest Tucker to be its true and lawful attorney for it and in its name and as and for its act and deed to acknowledge this deed before any person having authority by the laws of the State of Maryland to take such acknowledgments, to the intent that the same may be duly recorded.

FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS FIRST AMENDMENT TO PCS SITE AGREEMENT ("Amendment") is made effective as of the 13th day of April, 2007 ("Effective Date"), by and between **United Evangelical Church** ("Owner") and **APC Realty and Equipment Company, LLC**, a Delaware limited liability company ("Tenant").

BACKGROUND

Pursuant to a PCS Site Agreement ("Agreement") effective February 13, 2001 ("Lease Commencement Date"), between Owner and Tenant, Tenant leased a portion of certain real property located at 925 S. East Avenue, Baltimore, Maryland, and further described in Exhibit A to the Agreement (the "Site").

Owner and Tenant desire to amend the Agreement as set forth herein. Words and phrases having a defined meaning in the Agreement shall have the same respective meanings when used herein unless otherwise expressly stated.

AGREEMENT

Owner and Tenant agree as follows:

1. **Utilities.** Section 10 of the Agreement is amended by adding the following:

Notwithstanding anything set forth to the contrary in Section 10 of the Agreement, the cost of power used by Tenant will be paid directly to Owner as provided herein. In addition to recurring rent payments as stipulated in Section 3 of the Agreement, Tenant will pay Owner a monthly utility fee of \$250.00 for Tenant's power consumption at the Site ("Utility Fee"). The Utility Fee payments will commence effective January 1, 2007 ("Utility Fee Commencement Date"), and continue to be due on or before the fourteenth day of each month until the time that the Agreement expires or is terminated for any reason, partial months to be prorated.

Owner or Tenant has the option to annually reconcile actual consumption and local public utility rates against the Utility Fees paid for any 12-month period starting on the anniversary of the Lease Commencement Date. Should the actual power consumption for the Site and/or the local public utility rates for the previous 12-month period produce a utility cost which is more than the Utility Fees paid by Tenant over that same period, and Owner can provide written proof of the overage within sixty (60) days of the conclusion of that 12-month period, then Owner may invoice Tenant for any disparity between the two amounts. Should the actual power consumption for the Site and/or the local public utility rates for the previous 12-month period produce a utility cost which is less than the Utility Fees paid by Tenant over that same period, then Tenant may at its option either apply a credit to future Utility Fee payments due to recover any disparity between the two amounts or receive a prompt refund from Owner of any overpayment. In any event, the amount of the monthly Utility Fees thereafter payable may be adjusted to reflect the actual utility cost for the previous 12-month period only by written agreement between the parties.

Owner Initials: Wef
Rev 8/18/04 msc

Tenant Initials: amb

In Testimony Whereof, the said Canton Company of Baltimore hath caused these presents to be sealed with its corporate seal and Walter B. Brooks Esq., the President thereof hath hereunto subscribed his name.

**Signed, Sealed and delivered
in the presence of**

Milton Shred

Walter B. Brooks

President of the Canton Company of Baltimore.

State of Maryland, Baltimore City to wit:

I hereby Certify, That on this 24th day of June in the year nineteen hundred and twenty^{nine} before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Ernest Tucker

the attorney of the Canton Company of Baltimore, named in the foregoing letter or power of attorney and acting for and on behalf of said corporation, acknowledged the foregoing deed to be the act and deed of the Canton Company of Baltimore.

Witness my hand and Notarial seal

Milton Shred
Notary Public