

RESOLUTION NO. 2016

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY APPROVING A LEASE WITH THE TRI-COUNTY COUNCIL FOR THE LOWER SHORE OF MARYLAND FOR THE USE OF A GRASS STRIP AND THE SIDEWALK PARALLEL THERETO ON CIRCLE AVENUE BETWEEN THE CORNER OF DIVISION AND THE PARKING LOT #1 ENTRANCE AS A SHORE TRANSIT BUS STOP

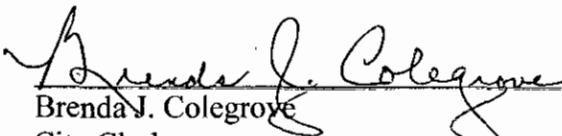
WHEREAS, the Tri-County Council for the Lower Shore of Maryland-Shore Transit Division, a regional transit system serving the three Lower-Shore Counties, will lease from the City a grass strip and the sidewalk parallel thereto on Circle Avenue, between the corner with Division and the Parking Lot #1 entrance as a bus stop.

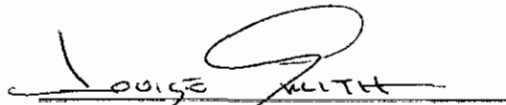
WHEREAS, the Salisbury City Council finds that it is in the best interest of the City to permit the Shore Transit Division to operate a bus stop at this location;

NOW, THEREFORE, BE IT RESOLVED that the Salisbury City Council authorizes the Mayor of the City of Salisbury to approve the attached lease with the Tri-County Council for the Lower Shore of Maryland for a one year period subject to the conditions contained in the lease.

THE ABOVE RESOLUTION was introduced and read and passed at a regular meeting of the Salisbury City Council held on the 10th day of January, 2011, and is to become effective immediately upon adoption.

ATTEST:


Brenda J. Colegrove
City Clerk


Louise Smith, President
Salisbury City Council

APPROVED BY ME THIS:

11th day of January, 2011


James Ireton, Jr. Mayor

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 14th day of January, 2011, between the CITY OF SALISBURY, Landlord, and TRI-COUNTY COUNCIL FOR THE LOWER SHORE OF MARYLAND, Tenant, as follows:

1. Landlord hereby leases to the said Tenant a space for a concrete pad with bench behind the sidewalk running parallel thereto on Circle Avenue, between the corner with Division and the Parking Lot #1 entrance as a bus stop. In consideration thereof, the Tenant agrees to pay the Landlord the sum of One Dollar (\$1.00) per year due on the date of execution of this agreement. The term of this lease shall be one year.
2. Tenant hereby covenants with the Landlord as follows:
 - A) To clean and maintain the space in a satisfactory condition;
 - B) To remove any debris or litter on an "as needed" basis from the area on which the bench is located, as well as the following areas:
 - a. The sidewalk fronting on Circle Avenue, between the corner with Division and the Parking Lot #1 entrance.
 - C) To maintain landscaping along Circle Avenue around the bus stop area;
 - D) To maintain and replace, as necessary:
 - a. Permanent trash receptacles
 - b. Identification signage
 - c. Bench
 - E) To keep premises in good order and to surrender the peaceful and quiet possession of the same at the end of the said term in as good condition as when received, and further the Tenant will not do, suffer or permit anything to be done in or about the premises which will contravene any policy of insurance of the Landlord, nor use, nor permit their use for the purposes other than those of the public transportation system. Tenant further covenants that it will not at any time assign this agreement, or sublet the property or any portion thereof, without the consent in writing of the Landlord, or its

representatives. Tenant further covenants that no alterations or repairs will be made to the leased premises without prior consent of the Landlord, and that, whatever alterations or repairs the Tenant shall be permitted to make shall be completed at Tenant's own expense unless otherwise agreed upon by Landlord.

- F) To provide the City of a Certificate of Insurance naming the City as an additional insured. Such certificate will evidence that the Tenant has insurance in the following amounts: General Commercial Liability (General Aggregate \$2,000,000; Each occurrence \$1,000,000; Fire Damage \$300,000; and Medical Expense \$10,000).
 - G) To permit access to property by authorized City employees.
 - H) To comply with all City ordinances.
 - I) To cooperate fully with routine or emergency activities of City agencies.
 - J) To ensure that no lewd or indecent actions, conduct, language, pictures or portrayals be included in the activities or events presented by Tenant on the premises, and nothing is to be presented, used, sold or solicited that is against the law, or contrary to, or forbidden by, the ordinances of the City of Salisbury and the laws of the State of Maryland. Tenant agrees to abide by and to be bound by the decisions of the Landlord should any questions or propriety arise under this paragraph.
 - K) To have all facades, signs, etc. approved by the Department of Building, Permits & Inspections.
3. All improvements, as needed, will be at the expense of the Tenant.
4. Tenant knows, understands and acknowledges the risks and hazards associated with using the property and hereby assumes any and all risks and hazards associated therewith. Tenant hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Tenant as a result of using the property and hereby irrevocably releases and discharges the City and

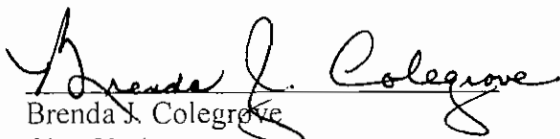
any of its officials, employees or agents from any and all claims of liability arising out of or associated with the use of the property.

5. Tenant shall pay the City for any and all physical loss or damage of the property (including the cost to repair or replace the property) caused by, arising out of, relating to or associated with the use of the property by the Tenant or by Tenant's members, employees, agents or invitees.
6. IT IS FURTHER AGREED that if the Tenant shall violate any of the foregoing covenants on its part herein made, the Landlord shall have the right without formal notice to terminate the lease and to reenter and take possession of said land associated with this lease agreement and to cause the bench to be removed at the sole expense of Tenant, or to remain on the property of the Landlord, at the option of the Landlord.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals the day and year first before written.

ATTEST:

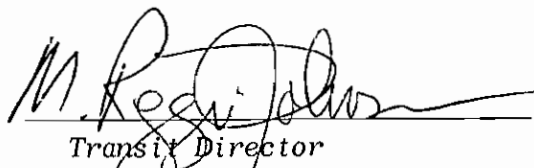
CITY OF SALISBURY

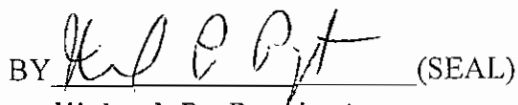

Brenda J. Colegrove
City Clerk


James Heton, Jr., Mayor

ATTEST:

Tri-County Council for the Lower
Shore of Maryland


Transit Director

BY  (SEAL)
Michael P. Pennington
Executive Director