

RESOLUTION NO. 1643

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND TO APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF SALISBURY AND CROSBY REAL ESTATE ASSOCIATES (RESIDENCES AT RIVERS EDGE, LLC), FOR THE PLACEMENT OF A TEMPORARY SALES TRAILER

WHEREAS, the developer of Rivers Edge has requested the lease of a small parcel of property at the corner of Fitzwater Street and the Marina Parking Lot for placement of a temporary sales trailer for the proposed Rivers Edge development;

WHEREAS, the lease would be for up to one year with an option for a second year if needed;

WHEREAS, the rent for this property would be \$500 per month;

WHEREAS, the City finds that there is no other known use for the requested property as this time;

WHEREAS, the Council of the City of Salisbury must approve a lease of City property that exceeds three (3) days;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury, Maryland hereby approves the lease between the City of Salisbury and Crosby Real Estate Associates (Residences at Rivers Edge, LLC), for use of a parcel of property for the placement of a temporary sales trailer, for up to one year, with an option to renew for a second year.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on the \_\_\_ day of March, 2008 and is to become effective immediately upon adoption.

ATTEST:

\_\_\_\_\_  
Brenda J. Colegrove  
CITY CLERK

\_\_\_\_\_  
Louise Smith  
PRESIDENT, City Council

APPROVED BY ME THIS  
\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Barrie P. Tilghman  
MAYOR, City of Salisbury

## **LEASE**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008,  
between the CITY OF SALISBURY, Landlord, and CROSBY REAL ESTATE  
ASSOCIATES (RESIDENCES AT RIVERS EDGE, LLC), Tenant.

1. WITNESSETH, that the said Landlord hereby rents to the said Tenant, Crosby Real Estate Associates (Residences at Rivers Edge, LLC), an area of land at the corner of the property bordered by Fitzwater Street and the Marina Parking lot, from Fitzwater Street to a point 95 feet south and from the edge of the Marina Parking lot to a point 42 feet west, as shown on Attachment A (the "Premises"), for placement of a temporary sales trailer and a sign, for the sum of \$500 per month due and payable on the first day of each month, for up to one (1) year, commencing March 28, 2008. Provided Tenant is not in default, Tenant may request renewal for a one (1) year term. The Tenant may terminate this contract with 30 days written notice if the trailer is no longer needed.

2. And the said Tenant hereby covenants with the said Landlord to pay the rent aforesaid, keep the 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. 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 Crosby Real Estate Associates (Residences at Rivers Edge, LLC). Tenant further covenants that it will not at any time assign this agreement, or sublet the property thus let, or any portion thereof, without the consent in writing of the said 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 said Tenant shall be permitted to make shall be done at Tenant's own expense.

3. At Tenant's option and expense, tenant may connect to the City's water and sewer systems.

4. Tenant further covenants as follows:

A. To provide to the City, at least one (1) week prior to the commencement of the lease, 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).

- B. To keep property clean and in good repair during term of lease.
  - C. To permit access to property by authorized City employees.
  - D. To remove all improvements, material and equipment and restore property to its original condition upon termination of the lease.
  - E. To comply with all City ordinances.
  - F. To cooperate fully with routine or emergency activities of City agencies.
  - G. To allow no lewd or indecent actions, conduct, language, pictures or portrayals 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 Landlord should any questions of propriety arise under this paragraph.
  - H. To have all facades, signs, etc., approved by the Department of Building, Housing and Zoning.
  - I. To purchase appropriate temporary trailer permit from the Department of Building, Housing and Zoning and renew permit as necessary for the term of the lease.
  - J. To secure electrical service through Delmarva Power at Tenant's expense.
5. Landlord permits Tenant to utilize up to three (3) parking spaces in the Marina Parking lot in connection with the use of the leased property.
6. 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.
7. Tenant shall indemnify and hold harmless the City and its officials, employees

and agents from and against any and all liabilities, judgements, settlements, losses, costs or charges (including attorneys' fees) incurred by the City and any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the property by the Tenant or by the Tenant's members, employees, agents or invitees.

8. Tenant shall pay the City for any and all physical loss or damage to 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 the Tenant's members, employees, agents or invitees.

9. 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 reenter and take possession.

In addition, Landlord may repossess the Premises pursuant to judicial process, and Landlord shall have other rights as may be allowed by law.

Tenant agrees to reimburse Landlord for all reasonable expenses incurred by Landlord, including attorney's fees and court costs as additional rent, as a result of Tenant's breach of this lease.

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

\_\_\_\_\_(SEAL)  
Barrie P. Tilghman, Mayor  
LANDLORD

ATTEST:

CROSBY REAL ESTATE ASSOCIATES  
(RESIDENCES AT RIVERS EDGE, LLC)

By: \_\_\_\_\_(SEAL)

TENANT