

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2018 Legislative Session

Legislative Day No. 08

Resolution No. 30-2018

Introduced by: The President of the Council at the request of the County Executive

A RESOLUTION APPROVING LEASE AMENDMENT NOS. 5 AND 6 BETWEEN WICOMICO COUNTY, MARYLAND AND THE UNITED STATES OF AMERICA FOR APPROXIMATELY 225 SQUARE FEET OF OFFICE SPACE IN THE WICOMICO COUNTY AIRPORT TERMINAL BUILDING FOR A PERIOD OF 10 YEARS, COMMENCING ON MAY 1, 2018 AND ENDING ON APRIL 30, 2028.

WHEREAS, pursuant to Section 22-1 of Chapter 22, entitled "County-owned property" paragraph E, the County Executive is authorized and empowered to lease county property in furtherance of public purposes; and

WHEREAS, approval of the County Council is required for any lease of county property for a term of more than one year; and

WHEREAS, Wicomico County, Maryland and the United States of America entered into a Lease Agreement for office space in the Airport Terminal Building for a period of six months, commencing November 11, 2002 and ending on May 10, 2003; and

WHEREAS, said Lease Agreement was amended by Supplemental Agreements Nos. 2 and 3 to add a 10-year renewal option, commencing on May 1, 2008 through April 30, 2018; and

WHEREAS, the parties now desire to extend the Lease Agreement, as amended, to provide for a second 10-year renewal option, commencing on May 1, 2018 and ending on April 30, 2028, at a rental rate of \$6,729.14, plus annual operating costs escalations, as shown in Lease Amendment Nos. 5 and 6, attached as Exhibits A & B.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland, that Lease Amendment Nos. 5 and 6, attached as Exhibits A & B, extending the Lease Agreement, as amended, between Wicomico County, Maryland and the United States of America for an additional 10-year period, commencing on May 1, 2018 and ending on April 30, 2028, at a rental rate of \$6,729.14, plus annual operating cost escalations, are hereby approved.

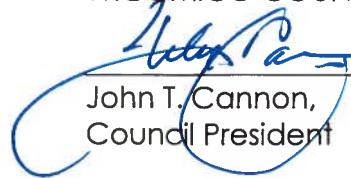
Done at Salisbury, Maryland this 17th day of April, 2018.

ATTEST:

COUNTY COUNCIL OF
WICOMICO COUNTY, MARYLAND



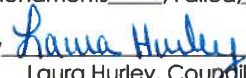
Laura Hurley,
Council Administrator



John T. Cannon,
Council President

Certification

This Resolution was Adopted , Adopted with Amendments _____, Failed, _____, Withdrawn, _____ by the County Council on April 17, 2018.

Certified by 

Laura Hurley, Council Administrator

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u>5</u>
LEASE AMENDMENT ADDRESS OF PREMISES Salisbury-Ocean City-Wicomico County Airport Terminal Building 5485 Airport Terminal Road, Unit F Salisbury, Maryland 21804	TO LEASE NO. GS-03B-03412 PDN Number:

THIS AMENDMENT is made and entered into between

Salisbury-Ocean City-Wicomico County Airport

Salisbury-Ocean City-Wicomico County Airport
 whose address is 125 N Division Street Salisbury, Maryland 21801-4940

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to: Incorporate an additional (second) 10-year renewal option at the terms below.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution as follows:

Part II – OFFER Section B. TERM of the lease shall be modified by including the following language:

"This lease may be renewed at the sole option of the Government for the following terms: Two (2), ten (10) year renewal options at the following annual rental rates:

Renewal one: \$6,493.61 plus accrued escalations
 Renewal two: \$6,729.14 plus accrued escalations

Notice shall be given in writing to the Lessor at least 7 (seven) calendar days before the end of the current lease term. All other terms and conditions of this lease shall remain the same during the renewal option term. Said notice shall be computed commencing with the day after the date of mailing."

This Lease Amendment contains 1 page

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [Signature]
 Name: Bob Culver
 Title: County Executive
 Entity Name: Wicomico County
 Date: 10/17/17

FOR THE GOVERNMENT:

Signature: [Signature]
 Name: Gary Eberly
 Title: Lease Contracting Officer
GSA, Public Buildings Service, 3PRSB
 Date: 12/14/17

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
 Name: R. W. STRAUSSBURG
 Title: Dir. of Admin.
 Date: 10/17/17

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<p>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p>LEASE AMENDMENT</p>	<p>LEASE AMENDMENT No. <u>6</u></p> <p>TO LEASE NO. GS-03B-03412</p>
<p>ADDRESS OF PREMISES Salisbury-Ocean City-Wicomico County Airport Terminal Building 5485 Airport Terminal Road, Unit F Salisbury, Maryland 21804</p>	<p>PDN Number:</p>

THIS AMENDMENT is made and entered into between
 Salisbury-Ocean City-Wicomico County Airport
 whose address is Salisbury-Ocean City-Wicomico County Airport
 5485 Airport Terminal Road, Unit A Salisbury, Maryland 21804

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to reflect the Government's exercise of an additional ten (10) year renewal option.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective May 1, 2018 as follows:

A. Part II (B. Term) of the lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 1, 2003 through April 30, 2028, subject to termination and renewal rights as may be hereinafter set forth."

B. Part II (C. Rental) of the Lease is hereby amended by deleting the existing text in blocks 7 (seven) and 8 (eight) and inserting in lieu thereof the following:

"7. Amount of Annual Rent: The Government shall pay the Lessor annual rent of \$6,729.14, plus annual operating costs escalation."

"8. Rate per Month: \$560.76 per month in arrears."

This Lease Amendment contains 1 page

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

Signature: _____
 Name: Gary Eberly
 Title: Lease Contracting Officer
GSA, Public Buildings Service, 3PRSB
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____