

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2013 Legislative Session

Legislative Day No. 21

Resolution No. 130-2013

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

A RESOLUTION APPROVING A LEASE AGREEMENT FOR PROPERTY LOCATED AT 5166 POWELLVILLE ROAD, POWELLVILLE, MARYLAND

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 lease term of more than one year; and

WHEREAS, the County Executive desires to lease the Adkins Mill Cottage located at the Adkins Mill Park to George Heath, Jr.; and

WHEREAS, the Lease shall be for a period of one year, from November 1, 2013 to October 31, 2014, with the option to renew thereafter on a month-to-month basis until terminated by either party on proper notice; and

WHEREAS, the Lessee agrees to provide caretaker duties within the Adkins Mill Park and shall report all incidents of vandalism and mischievous activity that may occur; and

WHEREAS, Lessee shall pay monthly a rental rate of Five Hundred Dollars (\$500.00), which will be adjusted each July to reflect cost of living increases.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Wicomico County, Maryland that the County Executive be, and is hereby, authorized to execute, on behalf of the County, a Lease Agreement, attached as Exhibit A, with George Heath, Jr. for a term of one year, at a rental rate of Five Hundred Dollars (\$500.00), per month, and thereafter renewed on a month-to-month basis.

Done at Salisbury, Maryland, this 15th day of October, 2013.

ATTEST;

Matthew E. Creamer, Council Administrator

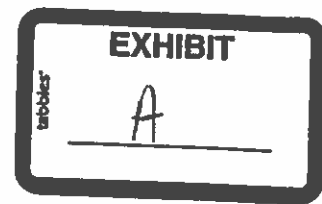
COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

Matt Holloway, Council President

CERTIFICATION

This Resolution was Adopted [checked], Adopted with Amendments ____, Failed ____, Withdraw ____, by the County Council on October 15, 2013.

Certified by Matthew E. Creamer, Council Administrator



ADKINS MILL PARK COTTAGE LEASE

THIS LEASE, effective this 1st day of November, 2013, by and between **Wicomico County, Maryland** (hereinafter called the "Lessor") and **George E. Heath Jr.** (Hereinafter called the "Lessees"):

WITNESSETH, that Lessor hereby rents to the Lessees the premises known and designated as Adkins Mill Park Cottage, 5166 Powellville Road, Powellville, Maryland 21852 for a term of twelve (12) months, commencing on the 1st day of November, 2013, and ending on the 31st day of October, 2014, at and for the amount of Five Hundred Dollars per month payable in advance of the first (1st) day of each and every month during the term of this Agreement. Rent will be adjusted to reflect cost of living increases based on the Consumer Price Index (CPI) June Report, All Urban Consumers, U.S. City Average, published by the U.S. Department of Labor, each July 1st.

Any and all payments to be paid by the Lessees under this Lease and any notices required to be sent to Lessor are to be mailed to Lessor at the Department of Recreation and Parks, 500 Glen Avenue, Salisbury, Maryland 21804, or such other place as shall be designated by Lessor or its agent. All payments are to be made in cash, check, money order, or other method approved by the Lessor or its agent.

1. *Possession.* That the Lessees takes possession of said premise as tenants for the aforesaid term, subject to delivery of possession by the Lessor, if the Lessor is unable to deliver possession of said premises to Lessees at the commencement date for any reason, such right of possession by Lessees shall be postponed until such time when said premises shall be put in suitable physical condition for occupancy, or until such time when the Lessor is able legally to deliver possession to the Lessees. If the Lessees are unable to move into the Property on November 1, 2013 because the Lessor has not retaken possession of the premises, the Lessees' first month's rent shall be prorated for each day they are unable to occupy the Property.
2. *Security Deposit.* That the Lessees have deposited with the Lessor the sum equal to one month's rent, to be held by the Lessor as a security deposit, and which, at the termination of the tenancy, for whatever cause, Lessor may retain and apply as required, as full or partial payment for any damage to the demised premises other than such as may be caused by ordinary wear and tear, or for past due unpaid rent; the portion of said security deposit not so retained and applied shall be refunded to the Lessees when and as required by Section 8-203 of the Real Property Article. In the event that this Lease shall be terminated by the Lessees prior to the expiration date, all or part of the security deposit aforesaid retained by the Lessor as damages for the actual loss of rent resulting from such premature termination and without prejudice to the Lessor's rights regarding any other further obligations of the Lessees; the portion of said security deposit not so retained and applied shall be refunded to the Lessees when and as required by Section 8-203 of the Real Property Article. Lessees acknowledge receipt of a copy of Section 8-203 of the Real Property Article pertaining to security deposits, and Lessor acknowledges receipt of the amount stated herein.

Lessees. It is expressly understood and agreed that Lessees shall be and remain liable for any deficiency in rent until this Lease expires or until such time as in the interim the premises are leased by another acceptable tenant, any expenses incident to re-letting and cleaning cost, any trash removal, any painting cost, any legal fees, as well as any damages which Lessor may have sustained by virtue of the Lessees' use and occupancy of the leased premises.

11. *Termination.* That either party hereto may terminate this Lease at the end of said term by giving the other written notice thereof at least one month prior thereto; but in default of such notice, this Lease shall continue upon the same terms and conditions as herein contained, for a period of one month, and so on from month to month, until terminated by either party hereto giving to the other one month's written notice of removal prior to the expiration of the then current term; provided, however, that if the Lessor shall have given the required notice in writing previous to the expiration of said term, or any renewal thereof, of his intention to change the terms and conditions of this Lease, the Lessees shall have 21 days from receipt thereof to ratify or refuse the new terms and conditions and return same to Lessor.

LESSEE(S) HEREBY FURTHER AGREE:

12. Keep and maintain the Property, including the Exterior and Interior in good, clean and safe condition in a manner to preserve the appearance of the Property. Not make any alterations, additions or changes to the Property, nor cause, permit or suffer any alterations, additions, changes or construction to the Property without the express written consent of the Lessor.
14. Immediately contact Lessor if any damage occurs to the exterior or interior of the property whether through an act of God or otherwise, so that Lessor can immediately take appropriate actions to repair and maintain the Property in a manner consistent with preserving the historic, aesthetic and cultural character and appearance of the Property.
 - (i) The terms Exterior and Interior mean the exterior and interior surfaces of an improvement on the Property including the architectural style, the general design and arrangement, the color, the kind and texture of the building materials and the type and style of all windows, doors, light fixtures, signs and other similar exterior and interior features. The term construction shall include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair of any structure or works.
 - (ii) Lessees shall not cause, permit or suffer any grading, excavation, plowing, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground without the express written consent of the Lessor.

that the Lessees will not change the locks or add new locks without the written consent of the Lessor, all costs of which will be the responsibility of the Lessees.

23. To pay all charges and bills incurred for water, gas, electricity, and telephone which may be assessed or charged against the Lessees or Lessor for the premises during the term of this Lease, or any continuation thereof, except those charges and bills which the Lessor has agreed in writing to pay.
24. That the premises will be used for residential purposes only and will be occupied only by George Heath Jr and Beatriz Moreno (spouse). The premises will not be used or allowed to be used for unlawful or immoral purposes, nor for any purposes deemed hazardous by Lessor, Lessor's Agent or Lessor's insurance company because of fire or other risk.
25. It shall be the responsibility of the Lessees to obtain an insurance policy which provides public liability coverage for the premises and also to provide for the protection of the Lessee's personal property.
26. The Lessees shall keep the grass cut, trimmed and maintained and shall generally maintain the grounds in good condition. The Lessees shall keep in a state of good repair, maintenance and cleanliness all parts of the premises, including equipment therein, and shall promptly report any defect to the Lessor.
27. That the Lessees will perform to the Lessor's satisfaction various Caretaker duties within Adkins Mill Park totaling six (6) hours per week. Said duties may include: opening the park gate and restrooms at sunrise each day, closing the park gate and restrooms at sunset each day, or other duties. The exact nature of the duties to be performed each week shall be determined in advance in consultation with the Parks Superintendent or Assistant Parks Superintendent. Lessees will also report all incidents of vandalism and mischievous activity that may occur.

* Any additional hours of maintenance work in the park shall be by the prior written agreement of both parties.

The parties hereby agree that Lessees shall perform a total of N/A hours of work in addition to the six (6) hours listed above. Lessees shall be paid as part time employee(s) for the Department of Recreation, Parks and Tourism for these additional hours of work in the park at an hourly rate of \$N/A.

28. The terms and conditions of this Lease shall be strictly complied with; any individual waiver granted by the Lessor of any term or condition shall not constitute a future waiver for that term or any future term of said Lease.

THIS LEASE contains the entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.