

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2013 Legislative Session

Legislative Day No. 17

Resolution No. 112-2013

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

A RESOLUTION APPROVING A FIRST AMENDMENT TO COMMERCIAL LEASE OF PROPERTY LOCATED AT 123 BATEMAN STREET OWNED BY ROBERT E. KAMBARN AND BARBARA R. KAMBARN

WHEREAS, pursuant to Article 25A, Section 5(B), of the Annotated Code of Maryland the County Executive is authorized and empowered to lease property in the County required for public purposes; and

WHEREAS, the Wicomico County Board of Elections has requested approval of an extension of the Commercial Lease with Robert E. Kambarn and Barbara R. Kambarn for property located at 123 Bateman Street, Salisbury Maryland, which is improved with a 4400 square foot building; and

WHEREAS, the County Executive has determined that the lease of the described property for the use of the Wicomico County Board of Elections for office space and for the storage of election machines and election equipment is in the best interest of the County.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Wicomico County, Maryland as follows:

- 1. The leased property is needed for the public purposes set forth above; and
2. The best interest of the County will be served by entering into the First Amendment to Commercial Lease, in substantially the same form of the Lease, attached as Exhibit A; and
3. The County Executive is hereby authorized to execute and deliver the First Amendment to Commercial Lease in the name and on behalf of the County.

Done at Salisbury, Maryland, this 20th day of August, 2013.

ATTEST:

Matthew E. Creamer, Council Administrator

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

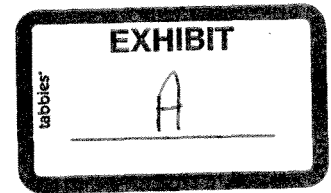
Matt Holloway, Council President

CERTIFICATION

This Resolution was Adopted [checked], Adopted with Amendments __, Failed __, Withdraw __ by the County Council on August 20, 2013.

Certified by Matthew E. Creamer, Council Administrator

FIRST AMENDMENT
TO
COMMERCIAL LEASE



This First Amendment to Commercial Lease, is effective the 1st day of September, 2013, by and between Robert E. Kambarn and Barbara R. Kambarn (herein called "Lessors") and Wicomico County, Maryland, a body politic and corporate of the State of Maryland (herein called "Lessee"), WITNESSETH:

WHEREAS, the parties hereto have previously entered into a Commercial Lease dated September 2, 2009 for the property known as 123 Bateman Street, Salisbury, Maryland and improved with a 4400 square foot building; and

WHEREAS, Lessee desires to extend the lease term and revise the rental payments due thereunder.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and sufficient consideration, the parties hereto agree as follows:

1. Section 2, titled "Term", of the Commercial Lease dated September 2, 2009, by and between the parties hereto, shall be amended as follows:

2. TERM. The lease term shall be for One year, commencing on September 1, ~~2009~~ 2013 and ending August 31, ~~2010~~ 2014. ~~One month before the end of this one year lease, the Lessee shall have an option to renew the said Lease for second term of one year, subject to the terms and provisions hereinafter provided. Should the Lessee renew this lease for a consecutive second one (1) year period, as herein before set forth, then one month before the end of the end of the first lease renewal period, the Lessee shall have the option to renew the said Lease for a third term of one year subject to the terms and provisions, as herein before set forth. And further, should the Lessee renew this lease for a third consecutive one (1) year period, as herein before set forth, then one month before the end of the end of the third lease renewal period, the Lessee shall have the option to renew the said Lease for a fourth term of one year subject to the terms and provisions, as herein before set forth. THE LESSEE MAY TERMINATE THIS LEASE PRIOR TO THE END OF THE TERM UPON 6 MONTHS NOTICE.~~

2. Section 3, titled "Rent", of the Commercial Lease dated September 2, 2009, by and between the parties hereto, shall amended as follows:

3. RENT. The Lessee agrees to pay an annual rental of ~~Twenty-Nine Thousand Four Hundred Dollars (\$29,400.00)~~ THIRTY-THREE THOUSAND DOLLARS (\$33,000.00). Said annual rental shall be payable, on the first day of each month, in advance, in equal installments of Two Thousand, ~~Four~~ SEVEN Hundred Fifty Dollars ~~(\$2,450.00)~~ (\$2,750.00). Each such monthly payment representing one-twelfth (1/12) of the annual rental of the ~~Twenty-Nine Thousand Four Hundred Dollars (\$29,400.00)~~ THIRTY-THREE THOUSAND DOLLARS (\$33,000.00). Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month. Each such monthly payment shall be paid to the Landlord or his agent at such place as may be designated by the Landlord.

3. The words and phrases shown in Section 2 and 3 above as strike out (~~Strike out~~) indicates material deleted from the original lease. Words and phrases in capitals (CAPITALS) indicate amendments to the original lease.

4. The provisions of the Commercial Lease dated September 2, 2009, not herein specifically modified or supplemented are hereby ratified and confirmed and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Commercial Lease the day and year first above written.

ATTEST:

WICOMICO COUNTY, MARYLAND

Wayne Strausburg,
Director of Administration

BY: _____
Richard M. Pollitt, Jr.
County Executive

WITNESS

BY: _____
Robert E. Kambarn

WITNESS

BY: _____
Barbara R. Kambarn

STATE OF MARYLAND, WICOMICO COUNTY TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2013 before me, the subscriber, a Notary Public, in and for the state and county aforesaid, personally appeared Richard M. Pollitt, Jr. County Executive of the Wicomico County, Maryland, attested by Wayne Strausburg, Director of Administration; and each acknowledge the foregoing First Amendment to Commercial Lease to be the act and deed of Wicomico County, Maryland.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, WICOMICO COUNTY TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2013, before me, the subscriber, a Notary Public, in and for the state and county aforesaid, personally appeared Robert E. Kambarn and he made oath in due form of law that the foregoing First Amendment to Commercial Lease is true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, WICOMICO COUNTY TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2013, before me, the subscriber, a Notary Public, in and for the state and county aforesaid, personally appeared Barbara R. Kambarn and she made oath in due form of law that the foregoing First Amendment to Commercial Lease is true and correct to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: