

**COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND**

2017 Legislative Session

Legislative Day No. 26

**Resolution No. 144-2017**

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 332 SQUARE FEET OF OFFICE SPACE IN THE WICOMICO COUNTY AIRPORT TERMINAL BUILDING FOR A PERIOD OF 10 YEARS, COMMENCING ON OCTOBER 22, 2017 AND ENDING ON OCTOBER 21, 2027.

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 approximately 332 square feet of office space in the Airport Terminal Building; and

WHEREAS, the Lease Agreement was for a period of ten years, commencing on October 22, 2002, and ending on October 21, 2007; and

WHEREAS, said Lease Agreement was amended by Supplemental Agreements Nos. 3 and 4 to add a 10-year renewal option, commencing on October 22, 2007 through October 21, 2017; and

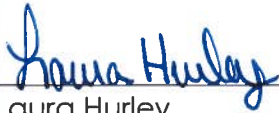
WHEREAS, the parties now desire to extend the Lease Agreement, as amended, to provide for a second 10-year renewal option, commencing on October 22, 2017 and ending on October 21, 2027, at a rental rate of \$9,928.20, plus annual operating costs escalations, as shown in Lease Amendment Nos. 5 and 6, 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 October 22, 2017 and ending on October 21, 2027, at a rental rate of \$9,928.20, plus annual operating cost escalations, are hereby approved.

Done at Salisbury, Maryland this 21<sup>st</sup> day of November, 2017.

ATTEST:

COUNTY COUNCIL OF  
WICOMICO COUNTY, MARYLAND



Laura Hurley,  
Council Administrator

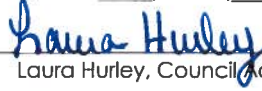


John T. Cannon,  
Council President

Certification

This Resolution was Adopted , Adopted with Amendments \_\_\_\_\_, Failed, \_\_\_\_\_, Withdrawn, \_\_\_\_\_ by the County Council on November 21, 2017.

Certified by



Laura Hurley, Council Administrator

EXHIBIT  
A

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u>5</u>
	TO LEASE NO. GS-03B-03347
LEASE AMENDMENT	
ADDRESS OF PREMISES Salisbury-Ocean City-Wicomico County Airport Terminal Building 5485 Airport Terminal Road, Unit F Salisbury, Maryland 21804	PDN Number:

THIS AMENDMENT is made and entered into between

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: 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: \$9,567.46 plus accrued escalations
- Renewal two: \$9,928.20 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 Cuyler  
Title: County Executive  
Entity Name: Wicomico County  
Date: 7-14-17

FOR THE GOVERNMENT:

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

WITNESSED FOR THE LESSOR BY

Signature: [Signature]  
Name: R. W. Strausburg  
Title: Director of Administration  
Date: 7-14-17

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. <u>6</u>
<b>LEASE AMENDMENT</b>	TO LEASE NO. <u>GS-03B-03347</u>
ADDRESS OF PREMISES Salisbury-Ocean City-Wicomico County Airport Terminal Building 5485 Airport Terminal Road, Unit F Salisbury, Maryland 21804	PDN Number:

**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 October 22, 2017 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 October 22, 2002 through October 21, 2027, 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 \$9,928.20, plus annual operating costs escalation."

This Lease Amendment contains 2 pages

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: \_\_\_\_\_

"8. Rate per Month: \$829.85 per month in arrears."

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVT