

RESOLUTION NO . 1310

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY APPROVING A LEASE WITH SHORE TRANSIT FOR THE USE OF A GRASS STRIP AND THE SIDEWALK PARALLEL THERETO ON CALVERT STREET FROM ROUTE 13 TO THE DRIVEWAY LEADING FROM CALVERT STREET TO PARKING LOT #10 AS A TRANSFER POINT

WHEREAS, Shore Transit, a regional transit system serving the three Lower-Shore Counties, has been leasing from the City a grass strip and the sidewalk parallel thereto on Calvert Street from Route 13 to the driveway leading from Calvert Street to Parking Lot #10 as a transfer point; and

WHEREAS, the three-year lease for this property has expired; and

WHEREAS, the Salisbury City Council finds that it is in the best interest of the City to permit Shore Transit to continue to operate a transfer point at this location;

NOW, THEREFORE, BE IT RESOLVED that the Salisbury City Council approves the attached lease with Shore Transit for a one year period subject to the conditions contained in the lease.

THE ABOVE RESOLUTION was introduced and read and passed at a regular meeting of the Salisbury City Council held on the 10th day of October, 2005, and is to become effective immediately upon adoption.

ATTEST:

Brenda J. Colegrove
City Clerk

Michael P. Dunn, President
Salisbury City Council

APPROVED BY ME THIS:
_____ day of _____, 2005

Barrie P. Tilghman, Mayor

LEASE

THIS AGREEMENT, made this 10th day of October, 2005, between the CITY OF SALISBURY, Landlord, and Shore Transit, tenant.

1. WITNESSETH, that the said Landlord hereby leases to the said Tenant the grass strip

lying between Calvert Street and the sidewalk running parallel thereto from Route 13 to the driveway leading from Calvert Street to Parking Lot #10. In consideration thereof, the Tenant agrees to pay the Landlord the sum of One Dollar (\$1.00) per year due on the date of execution of this agreement. The purpose of this lease agreement is to provide space for three bus shelters for the convenience of the customers of Shore Transit. The term of this lease shall be one year.

2. And the said Tenant hereby covenants with the said Landlord as follows:
 - A) To install such shelters in accordance with plans approved by the City's Parking Administrator.
 - B) To clean and maintain the bus shelters in a satisfactory condition;
 - C) To remove any debris or litter on an as needed basis from the area on which the bus shelters are located, as well as the following areas:
 - a. The sidewalk fronting on Calvert Street, from U.S. Route 13 to the driveway leading from Calvert Street to Parking Lot #10.
 - b. All of the parking spaces fronting on Calvert Street, from U.S. Route 13 to the driveway leading from Calvert Street, from to Parking Lot #10, as well as the travel lane between these parking spaces and the next row of parking spaces.
 - D) To keep 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, and further the said 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 the public transportation system. 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 unless otherwise agreed upon by Landlord.
 - E) To provide the City of 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).
 - F) To permit access to property by authorized City employees.
 - G) To comply with all City ordinances.
 - H) To cooperate fully with routine or emergency activities of City agencies.
 - I) No lewd or indecent actions, conduct, language, pictures or portrayals shall be included 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 the

Landlord should any questions or propriety arise under this paragraph.

- J) To have all facades, signs, etc. approved by the Department of Building, Housing and Zoning.
- K) The City of Salisbury and Lower Shore Tri-County Council agree to the following additions to the original lease agreement. Tenant agrees to beautify the Salisbury Transfer Point, located in City of Salisbury Parking Lot #10, by making the following improvements:
 - (1) Install "historic" lamp posts (4) along grass strip and Calvert Street as shown on the attached diagram. Lamp posts to be per Hadco drawing #66855 and will match those installed at the Brew River Parking Lot.
 - (2) Provide landscaping along Calvert Street
 - (3) Provide Bike Racks
 - (4) Provide permanent trash receptacles
 - (5) Provide identification signage
- L) All improvements will be at the expense of the Tenant and must be maintained in good working order by the Tenant at all times.
- M) It is further agreed that if the Tenant shall violate any of the terms and conditions of this amendment or of the original lease, the landlord shall have the right without formal notice to reenter and take possession of said land associated with this amendment and to cause the improvements to be removed at the sole expense of the Tenant or to remain the property of the Landlord, at the option of the Landlord.

- 3. 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.
- 4. Tenant shall pay the City for any and all physical loss or damage of 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 Tenant's members, employees, agents or invitees.
- 5. 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 of said land associated with this lease agreement and to cause the shelters to be removed at the sole expense of Tenant.

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

Melinda J. Colegrove
City Clerk

Michael D'Amico, President
City Council

ATTEST:

SHORE TRANSIT

BY _____ (SEAL)