

ORDINANCE NO. 2353

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND GRANTING A UTILITY EASEMENT TO DELMARVA POWER & LIGHT COMPANY ACROSS CITY OWNED PROPERTY ON MARINE ROAD IN SALISBURY, MARYLAND.

WHEREAS, the City of Salisbury owns the Wastewater Treatment Plant located on Marine Road; and

WHEREAS, the City of Salisbury is performing upgrades at the Wastewater Treatment Plant; and

WHEREAS, the upgrades include burying existing aerial electric facilities on the City owned site; and

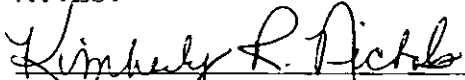
WHEREAS, Delmarva Power has requested that the City enter into a Utility Easement Agreement, attached hereto, that allows Delmarva Power the right to construct, operate and maintain the infrastructure in association with the Wastewater Treatment Plant property.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the City of Salisbury allows Delmarva Power & Light Company to construct, operate and maintain infrastructure within the Wastewater Treatment Plant property and that the Mayor is authorized to execute the Utility Easement Agreement attached hereto.

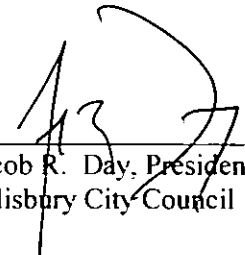
BE IT FURTHER ORDAINED that this ordinance shall take effect from the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the 14 day of September, 2015, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the 28 day of September, 2015.

ATTEST

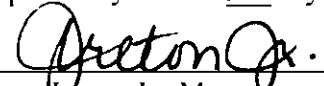


Kimberly R. Nichols, City Clerk



Jacob R. Day, President
Salisbury City Council

Approved by me this 30th day of September, 2015



James Veton, Jr. Mayor

Tax Parcel No.: 1126, Map 0113
Wicomico County, Md.

Prepared By & Delmarva Power & Light Company
Return To: Right- of-Way Department
2530 N. Salisbury Blvd.
Attn: Real Property
Salisbury, MD 21801

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2015, between THE CITY OF SALISBURY, a Municipal Corporation of the State of Maryland, ("Grantor") and DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware and the Commonwealth of Virginia ("Delmarva"),

WITNESSETH:

WHEREAS, Grantor is the owner of land located in the State of Maryland, the County of Wicomico, which land abuts on Marine Rd, Salisbury, and is recorded in the Land Records for Wicomico County, Maryland in Liber 00333, Folio 00003.

For and in consideration of the payment by Delmarva of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Delmarva a perpetual easement and right of way and agrees as follows:

1. Delmarva shall have the right to install, operate, maintain, add to, extend, relocate and remove its ELECTRIC (X), GAS (), COMMUNICATION (X), and other appropriate facilities, and accessories and appurtenances thereto to extend Delmarva's systems and to provide services to Delmarva's service areas; including any other cables, conduits, fiber optic cables and wires on, over, under and across Grantor's land which may become necessary to provide such services as shown on Exhibit "A" attached hereto and made a part hereof and designated as a 1,768 +/- square feet Easement Area.
2. The facilities installed pursuant to this agreement shall remain the property of Delmarva and all maintenance, repairs and removals of said facilities shall be the responsibility of Delmarva.
3. Delmarva shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of Delmarva's facilities.
4. Delmarva shall have the rights of ingress, egress and regress to and over Grantor's land as necessary for the enjoyment of the rights granted herein.

5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement and shall not construct any structures or improvements over or under the utility facilities permitted by this Agreement, without written permission from Delmarva.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of Delmarva.
7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Delmarva shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
8. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and Delmarva and their respective heirs, personal representatives, administrators, successors and assigns.
9. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
10. Delmarva's utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits, upon written permission given by Grantor.
11. Delmarva shall restore the surface of Grantor's property to the condition it was prior to any disturbance caused by, and upon completion of, any installation, operation or maintenance of its facilities.

As agent on behalf of Delmarva, I certify that this document was prepared by Delmarva.

Name: Patrick Sparr
Title: Engineering Fieldman

AREA INTENTIONALLY LEFT BLANK

WITNESS our hands and seals the day and year aforesaid.

THE CITY OF SALISBURY

WITNESS:

Kimberly R. Nibb

By: James Treton, Jr. (SEAL)

Name: James Treton, Jr.

Title: Mayor, City of Salisbury

STATE OF ~~COMMONWEALTH~~ OF Maryland)
) SS
COUNTY OF Wicomico)

BE IT REMEMBERED, That on the 12th day of October, 2015, personally came before me, a notary public, the within named Grantor, James Treton, Jr., Mayor party(ies) to this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

My commission expires: 5-16-18 Diane C Nelson
Notary Public

Seal/Stamp Here
Notary

Print Name: Diane C. Nelson

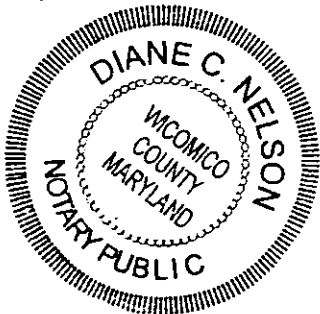
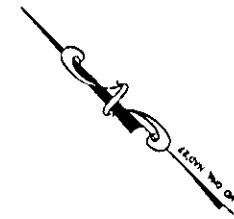


Exhibit "A"

N/F
 WHALEY FARMS GENERAL PARTNERSHIP
 C/O CAROLYN WHALEY
 MAP 37, PARCEL 339



522.9' TO PEMBERTON DRIVE R.O.W.

WICOMICO COUNTY

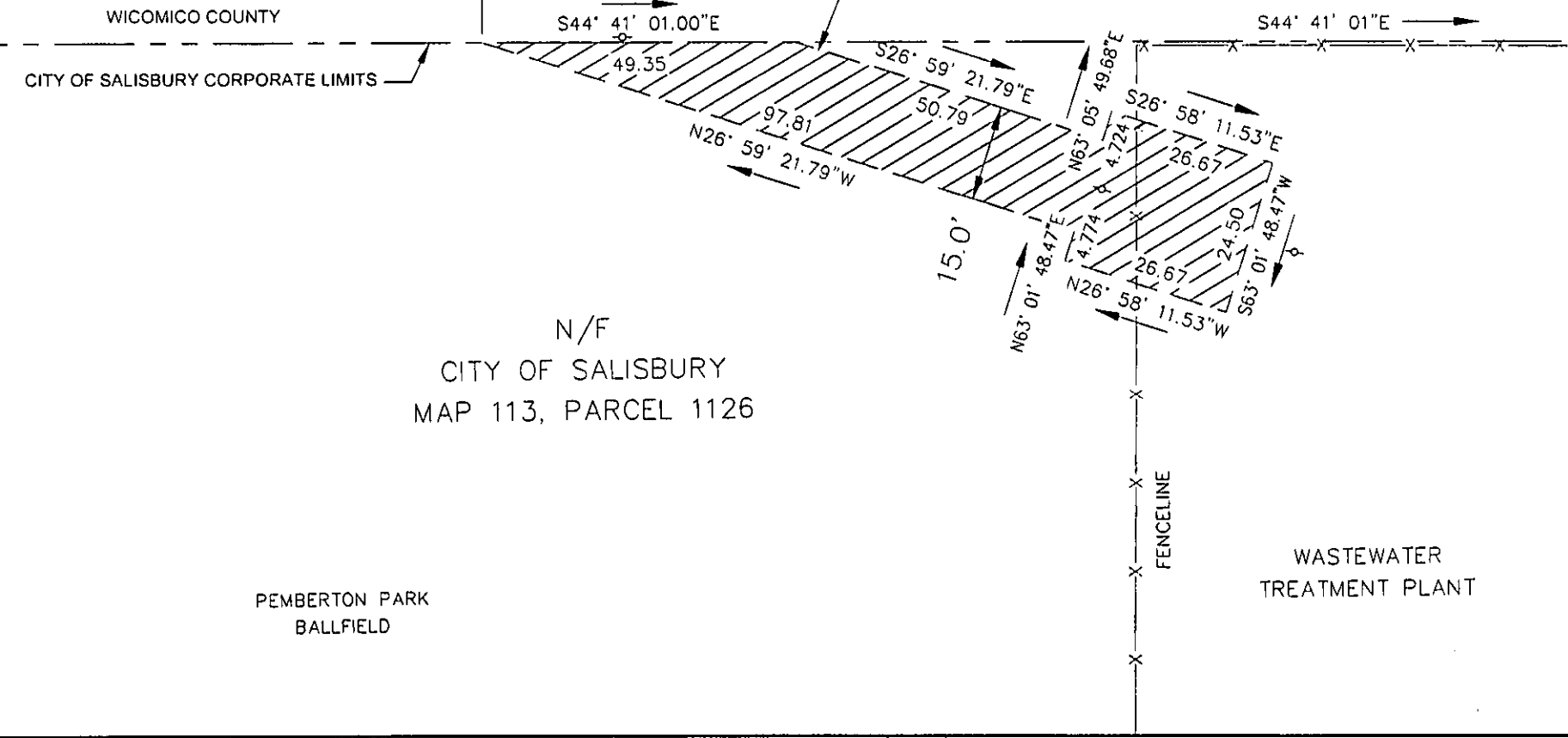
CITY OF SALISBURY CORPORATE LIMITS

UTILITY EASEMENT
 (AREA = 1,767.855 S.F.)

N/F
 CITY OF SALISBURY
 MAP 113, PARCEL 1126

PEMBERTON PARK
 BALLFIELD

WASTEWATER
 TREATMENT PLANT



DWG. NO.	DCA16001
DATE:	06/04/15
SCALE:	1" = 20'
REVISED:	
SHEET	1

EASEMENT FOR ELECTRICAL UTILITY
 AT WASTEWATER TREATMENT PLANT

CITY OF SALISBURY
 SALISBURY PUBLIC WORKS



City of Salisbury



MARYLAND

Salisbury



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

To: Thomas Stevenson, Jr., City Administrator
From: Michael Moulds, P.E., Director of Public Works *MM*
Date: August 7, 2015
Re: Delmarva Power Easements – Salisbury Wastewater Treatment Plant

Salisbury Public Works is working with Delmarva Power to upgrade and bury the electric service into the Wastewater Treatment Plant (WWTP). The existing service is aerial. Over the past year, ospreys have built nests on the electric utility poles. The branches used for the nests have caused numerous power failures at the WWTP. When the power fails, the WWTP generator comes on to provide power to the plant. Even though this redundant process is in place, it is not desirable to have the power disconnected to the plant. By burying the electric service, it will eliminate the potential for branches to disrupt the service.

Delmarva Power prepared the attached Utility Easement Agreement. The language is the same as the easements which were recently executed for upgrades at the Northside and Southside pumping stations. The agreement allows Delmarva Power to install and maintain the electric equipment.

Unless you or the Mayor have further questions, please forward a copy of this memo, the ordinance, and the Utility Easement Agreement to the City Council.