

**ORDINANCE 2383**

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

WHEREAS, the City of Salisbury owns the new Salisbury Fire Station # 2 located on Brown Street; and

WHEREAS, the City of Salisbury is constructing a new fire station; and

WHEREAS, the construction project includes burying electric facilities on the City owned site; and

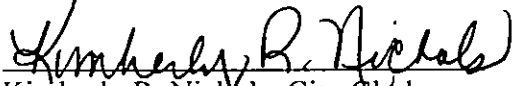
WHEREAS, Delmarva Power has requested that the City enter into a Utility Easement Agreement, attached hereto, that allows Delmarva Power the right to construct, operate and maintain the infrastructure in association with the new Salisbury Fire Station # 2 property.

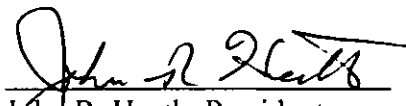
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the City of Salisbury allows Delmarva Power & Light Company to construct, operate and maintain infrastructure within the new Salisbury Fire Station # 2 property and that the Mayor is authorized to execute the Utility Easement Agreement.

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

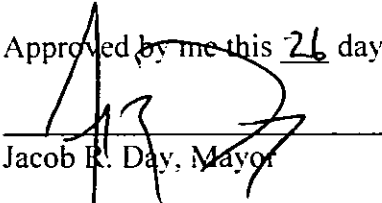
THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the 11 day of April, 2016, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the 25 day of April, 2016.

ATTEST

  
\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

  
\_\_\_\_\_  
John R. Heath, President  
Salisbury City Council

Approved by me this 26 day of APRIL, 2016

  
\_\_\_\_\_  
Jacob R. Day, Mayor

Tax Parcel No.: 1418, Map 0104  
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 25<sup>TH</sup> day of APRIL, 2016, 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:

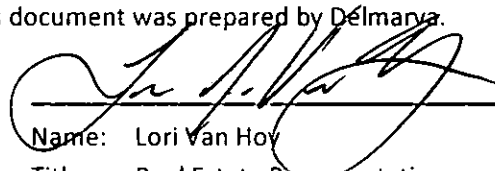
WHEREAS, Grantor is the owner of land located in the State of Maryland, the County of Wicomico, which land abuts on Brown Street, Salisbury, and is recorded in the Land Records for Wicomico County, Maryland in Liber 3796, Folio 413, Liber 3796, Folio 425, Liber 3796, Folio 419, Liber 3796, Folio 407, Liber 1205, Folio 841, Liber 3801, Folio 372 and Liber 3801, Folio 377.

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 5,491.17 +/- 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: Lori Van Hoy  
Title: Real Estate Representative

AREA INTENTIONALLY LEFT BLANK

WITNESS our hands and seals the day and year aforesaid.

THE CITY OF SALISBURY

WITNESS:

*Rubal A. [Signature]*

By:

*[Signature]*

(SEAL)

Name:

JACOB R. DAY

Title:

MAYOR

STATE OF COMMONWEALTH OF

)

COUNTY OF

) SS

)

BE IT REMEMBERED, That on the 25<sup>TH</sup> day of APRIL, 2016, personally came before me, a notary public, the within named Grantor, SALISBURY - MAYOR JACOB R. DAY 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:

7/24/2019

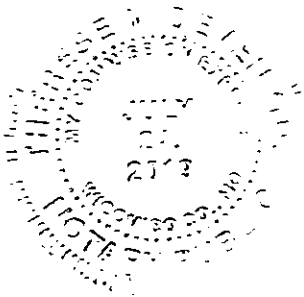
*Therese M. Devenyns*

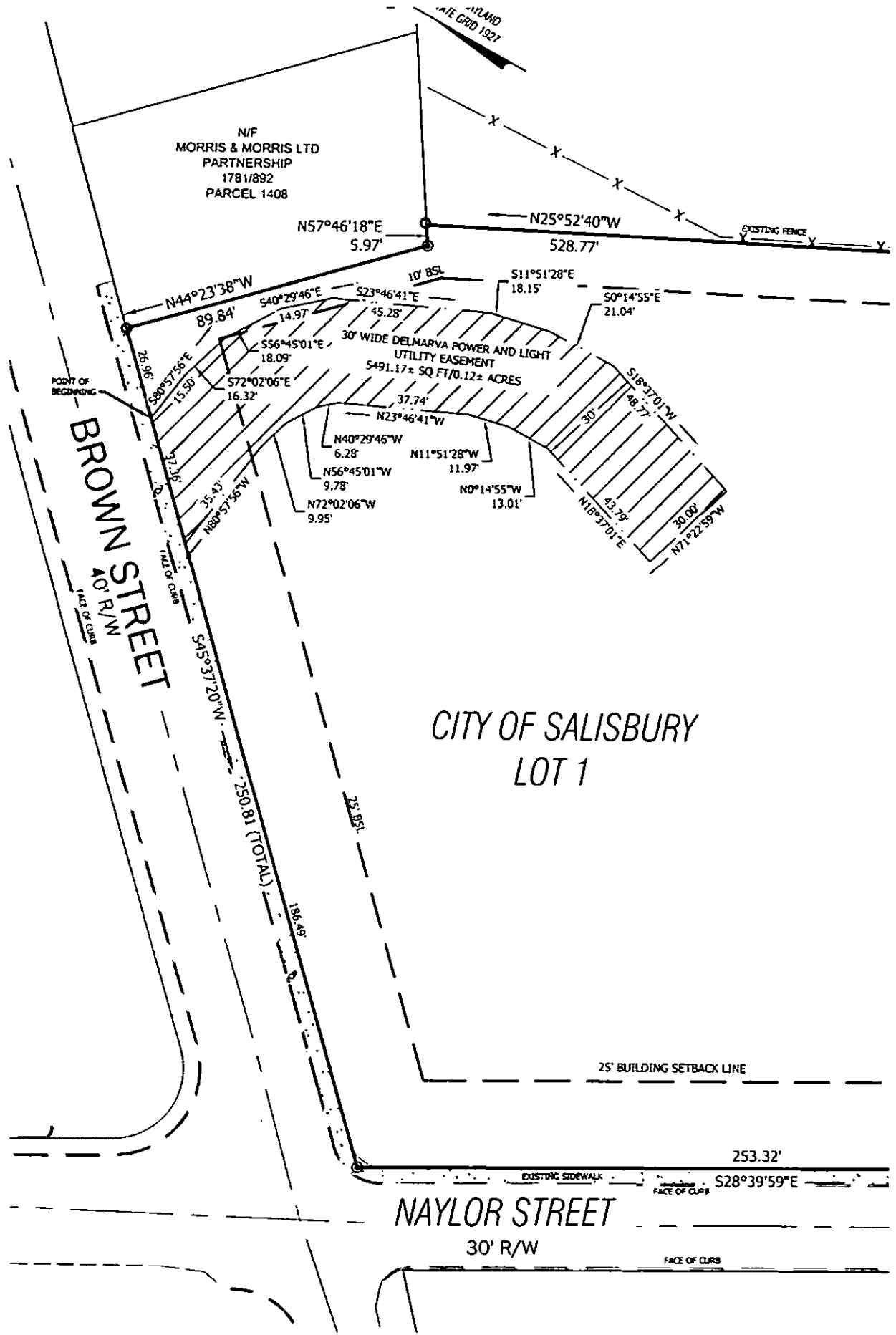
Notary Public

Seal/Stamp Here  
Notary

Print Name:

THERESE DEVENYNS





N/F  
MORRIS & MORRIS LTD  
PARTNERSHIP  
1781/892  
PARCEL 1408

BROWN STREET  
40' R/W

CITY OF SALISBURY  
LOT 1

NAYLOR STREET  
30' R/W

EXHIBIT A  
DELMARVA POWER AND LIGHT UTILITY  
EASEMENT PLAT

SURVEYING FORESTRY


**PARKER**



*From the Office  
of the  
Fire Chief*

**To:** Tom Stevenson, City Administrator

**Date:** 10 March 2016

 **From:** Richard A. Hoppes, Chief of the Department

**Subject:** Utilities Easement Request for Fire Station # 2

The Salisbury Fire Department is working with Delmarva Power to bury the electric service feed into the new Fire Station # 2 project. This is a request for a new easement for the now combined land parcels where the new fire station is being constructed.

Delmarva Power prepared the attached Utility Easement Agreement. The agreement has been reviewed by the City's legal department and follows language previously used for easement agreements from other City owned projects. The agreement allows Delmarva Power to install and maintain the electric equipment that will be buried underground and running through the property.

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 for their consideration.

Attachments: Utilities Easement Ordinance\_Fire Station 2  
City Salisbury UEA - Brown Street Firehouse  
Utilities Easement\_Exhibit A

**This is a Department Specific Communication Intended for Internal Use Only  
Unauthorized Use is Strictly Prohibited**