

**ORDINANCE NO. 2519**

**AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND GRANTING A UTILITY EASEMENT TO DELMARVA POWER & LIGHT COMPANY ACROSS CITY OWNED PROPERTY, BEING PORTIONS OF THE ALLEY-WAY LOCATED OFF OF BAPTIST STREET AND RUNNING ALONG THE NORTHERLY SIDE OF THE CITY PARKING GARAGE.**

**WHEREAS**, the City of Salisbury owns all that real property described in Item One and Item Two, set forth in Schedule A of the Utility Easement Agreement by and between the City and Salisbury and Delmarva Power & Light Company (the "Utility Easement"), attached to this Ordinance; and

**WHEREAS**, the redevelopment of the property 132 East Main Street by First Move Properties, LLC necessitates the burying of existing aerial electric facilities located on the City owned property more particularly described in Item One and Item Two, set forth in Schedule A of the attached Utility Easement; and

**WHEREAS**, before commencing work to bury such existing aerial electric facilities, Delmarva Power & Light Company ("Delmarva Power") has requested the City of Salisbury enter into the Utility Easement attached hereto, granting Delmarva Power the right to construct, operate and maintain the infrastructure associated with the electric facilities that will be buried by Delmarva Power in connection with First Move's redevelopment of 132 East Main Street.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT** the City of Salisbury allows Delmarva Power and Light Company to construct, operate and maintain the electric facility infrastructure located on and within the real property described in Schedule A of the Utility Easement, by and between Delmarva Power & Light Company and the City of Salisbury, attached hereto, and that the Mayor is hereby authorized to execute the attached Utility Easement for and on behalf of the City of Salisbury; and

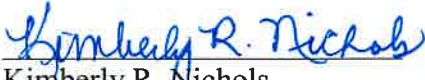
**BE IT FURTHER ORDAINED** as follows:


- 1) That each provision of this Ordinance shall be deemed independent of all other provisions herein;
- 2) That if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable state or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain valid and enforceable;
- 3) That the recitals set forth hereinabove are incorporated into this section of this Ordinance as if specifically set forth at length herein; and
- 4) That, upon its final passage, this Ordinance shall not be codified.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect from and after 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<sup>th</sup> day of January, 2019, and thereafter, a statement of the substance of this Ordinance having been published as required by law, was finally passed by the Council on the 28<sup>th</sup> day of January, 2019.

**ATTEST:**

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

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

Approved by me this 21<sup>st</sup> day of JANUARY, 2019.

  
\_\_\_\_\_  
Jacob R. Day  
Mayor of the City of Salisbury



City of  
**Salisbury**  
Jacob R. Day, Mayor

December 19, 2018

To: Julia Glanz, City Administrator  
From: Anne Roane, City Planner *AR*  
Date: December 19, 2018  
RE: Utility Easement Agreement by and between City of Salisbury and Delmarva Power & Light Company

In connection with First Move Properties, LLC's ("First Move") redevelopment of 132 East Main St, the City of Salisbury and First Move have been working with Delmarva Power & Light Company ("Delmarva Power") with respect to the burying of existing aerial electric facilities located on City owned property.

Delmarva Power prepared the attached Utility Easement Agreement, which has been revised to more specifically describe and limit the City owned-property that will be subject to the Utility Easement granted to Delmarva Power. The Utility Easement Agreement allows Delmarva Power to install and maintain the electric equipment that will be buried underground and run through the City owned property described in Schedule A of the attached Utility Easement Agreement.

Unless you or the Mayor has further questions, please forward a copy of this memo, the Ordinance and the Utility Easement Agreement to the City Council for their consideration.

Attachment: Utility Easement Ordinance  
Utility Easement Agreement between Delmarva Power & Light Company and the City of Salisbury

Tax Parcel No.: MAP 107 PARCEL 880

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

### UTILITY EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between CITY OF SALISBURY, A MARYLAND MUNICIPAL CORPORATION ("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 County**, as more particularly described in Schedule A, Items One and Two, attached hereto and incorporated herein by reference (the land described in Schedule A, Items One and Two, which is the subject of this Easement Agreement is hereinafter referred to collectively as the "**Easement Area**").

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 on, along, under and across the Easement Area and agrees as follows:

1. Delmarva shall have the right to install, operate, maintain, add to, extended, relocate and remove its **ELECTRIC (X)**, **GAS ( )**, **COMMUNICATION ( )**, 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.
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 rim, 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.
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.
11. Delmarva shall restore the surface of the Grantor's property to its original condition upon completion of any said installation, operation and maintenance.

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

\_\_\_\_\_  
**Name:** Antoine Horsey  
**Title:** Engineering Fieldman

WITNESS our hands and seals the day and year aforesaid.

**CORPORATE GRANTOR:**

**ATTEST: (AFFIX CORPORATE SEAL)**

**CITY OF SALISBURY**

\_\_\_\_\_  
\_\_\_\_\_  
**Print Name**  
\_\_\_\_\_  
**Title**

**By:** \_\_\_\_\_ **(SEAL)**  
\_\_\_\_\_  
**Print Name**  
\_\_\_\_\_  
**Title**

AREA INTENTIONALLY LEFT BLANK

## SCHEDULE A

### **ITEM ONE:**

Beginning at Delmarva Power & Light Company ("Delmarva") Pole No. 46877/93138 located at the northeast corner of a public right-of-way and running westerly along the southern boundaries of those certain properties situate on East Main Street, Salisbury, Maryland to the north identified as Map 107 Parcel 858, continuing west to the southwest corner of that certain lot and parcel of land identified as Map Parcel 853; thence running south to a point on the northern side of that certain lot and parcel of land identified as Parcel 881 equal distance from the northwesterly most corner of said Parcel 881 that would intersect with the southerly extension of the western boundary of that certain lot and parcel of land identified as Map 107 Parcel 126 to the northwestern boundary of Parcel 881, being a distance of forty-five feet (45'), more or less, east of the northwesterly-most corner of Parcel 881; thence running along the northern boundaries of those certain lots and parcels of land to the south identified as Map 107 Parcels 881, 880, 878 and 875 to a point at the northwestern corner of Parcel 875; thence running north to the point of beginning. (For purposes of this Schedule all of that certain real property described in this Item One is referred to as the "Alley-Way.")

### **ITEM TWO:**

Beginning at the northeast corner of that certain lot and parcel of land identified as Map 107 Parcel 880, thence running, in a southerly direction, along the eastern boundary of said Parcel 880, a distance of forty-five feet (45'), more or less; thence running west, along a line parallel to the northerly-most boundaries of said Parcel 880 and that certain lot and parcel of land identified as Map 107 Parcel 881, to a point at which said line would intersect with the extension of the western boundary line of said Parcel 881 that abuts the Alley-Way, continuing south, from the northwesterly-most corner of Parcel 881, a distance of forty-five feet (45'), more or less; thence running north, from the aforesaid point of intersection, a distance of forty-five feet (45'), more or less; thence running east along the southern boundary of the Alley-Way to the point of beginning.

STATE OR COMMONWEALTH OF

)  
) SS  
)

COUNTY OF

BE IT REMEMBERED, That on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally came before me, a notary public, the within name Grantor, \_\_\_\_\_, 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: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Notary  
Seal/Stamp Here

Print Name: \_\_\_\_\_

**FOR DELMARVA USE ONLY**

Secured by: Antonie Horsey

Job Order Number: 6182235

Address: SALI District Engineering

District/Hundred: \_\_\_\_\_

Map Number: 107

Parcel Number: 880

Coordinates Covered: 46868/93134