

ORDINANCE NO. 2538

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

WHEREAS, the City of Salisbury passed Ordinance No. 2519 on January 28, 2019, which was signed by Mayor Jacob R. Day on January 29, 2019 which authorized the granting to Delmarva Power & Light Company of a utility easement over City of Salisbury property in connection with the redevelopment of 132 East Main Street; and

WHEREAS, the redevelopment of the property 132 East Main Street by First Move Properties, LLC now encompasses 130 East Main Street, which was recently acquired by First Move Properties, LLC; and

WHEREAS, Delmarva Power & Light Company has submitted a new utility easement agreement and plat, attached as Exhibit "A"; and

WHEREAS, these new documents will grant Delmarva Power & Light Company an easement over City of Salisbury property as shown on the attached plat in order to service 130 and 132 East Main Street for redevelopment purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT the City of Salisbury grants permission to Delmarva Power and Light Company to construct, operate and maintain the electric facility infrastructure located on and within the real property (marked "Utility Easement") shown on the plat titled "Delmarva Power & Light Co. Electric Utility Easement" attached as Exhibit "A", and that the Mayor, working with the City Solicitor, is hereby authorized to negotiate and execute a utility easement agreement, attached to Exhibit "A" 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 16th day of April 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 22nd day of April 2019.

ATTEST:



Kimberly R. Nichols
City Clerk



John R. Heath, President
Salisbury City Council

Approved by me this 23rd day of APRIL 2019.



Jacob R. Day
Mayor of the City of Salisbury

WICOMICO COUNTY CIRCUIT COURT (Land Records) JBM 4464, p. 0337, MSA_CE100_4538. Date available 05/08/2019. Printed 05/17/2019.

D

After Recording, Return To:
Cockey, Brennan & Maloney, P.C.
313 Lemmon Hill Lane
Salisbury, MD 21801
File No. 33060

Wicomico Tax Parcel No.: Map 107, Parcel 880

Prepared By & Return To: Delmarva Power & Light Company
PO Box 1739
2530 N. Salisbury Blvd.
Salisbury, MD 21802-1739

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 26th day of April, 2019, 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, which land abuts on E. Market Street, which is recorded in Liber 1502 at Folio 410 in the Land Records of Wicomico County.

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:

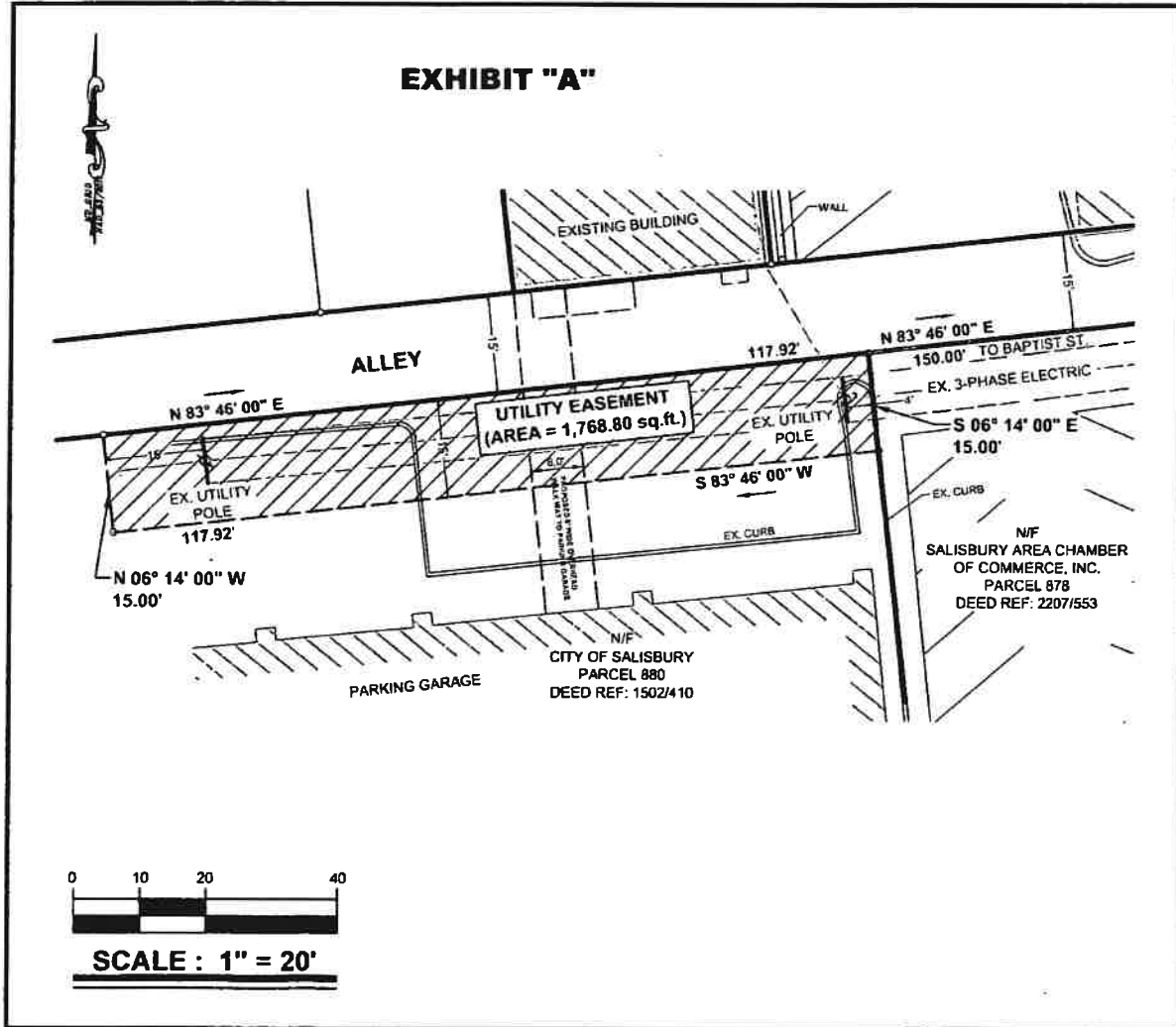
1. Delmarva shall have the right to install, operate, maintain, add to, extend, relocate and remove its ELECTRIC (X), GAS (___), COMMUNICATION (X), and other appropriate facilities, and accessories and appurtenances thereto to extend Delmarva's systems and to provide services to Delmarva's service areas; 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.
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.
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.



Recordation Tax Paid
Department of Finance

1

Date 5/21/19
Initials KS



ARCHITECTURE ENGINEERING BECKER MORGAN GROUP 312 W. Main St. Salisbury, MD 21801 Ph. 410.546.9100 Fax 410.546.5824	BNO: 2018010.00 SCALE: 1" = 20' DATE: 03/08/19 DRAWN BY: CGD EXHIBIT A
DELMARVA POWER & LIGHT CO. ELECTRIC UTILITY EASEMENT	CITY OF SALISBURY WICOMICO COUNTY MD

F:\AurCAD\Projects\2018\2018010000\WC201801000-000-DP&L Easement.dwg, Mar. 13, 2019 - 1:11pm

DOCUMENT VALIDATION

James B McAllister, Clerk
Circuit Court for Wicomico County
101 North Division Street
PO Box 198
Salisbury, MD 21803-0198
(410) 543-6551

LR - Easement (w Taxes) Recording no CT 20.00

Name: city of salisbury/dpl
Ref:

LR - Surcharge - linked 40.00
LR - Recordation Tax - linked 0.00
LR - State Transfer Tax - linked 0.01
LR - NR Tax - 1kd 0.00

SubTotal: 60.01

Total: 60.01

05/02/2019 01:36

CC22-DS

#12068666 CC0103 -

Wicomico

County/CC01.03.03 -

Register 03

Received for Record MAY 02 2019
and Recorded in the Land Records of
Wicomico County, Maryland



Clerk

State of Maryland Land Instrument Intake Sheet

BOOK: 4464 PAGE: 341

Baltimore City County, Wicomico
Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

Form sections 1-11 including: 1. Type(s) of Instruments, 2. Conveyance Type Check Box, 3. Tax Exemptions, 4. Consideration and Tax Calculations, 5. Fees, 6. Description of Property SDAT, 7. Transferred From, 8. Transferred To, 9. Other Names to Be Indexed, 10. Contact/Mail Information, 11. Assessment Information.

Space Reserved for County Validation

Wicomico Tax Parcel No.: Map 107, Parcel 880

Prepared By & Return To: Delmarva Power & Light Company
PO Box 1739
2530 N. Salisbury Blvd.
Salisbury, MD 21802-1739

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 25th day of April, 2019, 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:

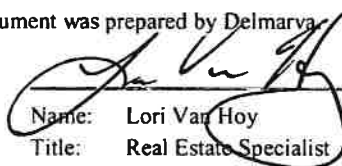
WHEREAS, Grantor is the owner of land located in the State of Maryland, the County of Wicomico, which land abuts on E. Market Street, which is recorded in Liber 1502 at Folio 410 in the Land Records of Wicomico County.

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:

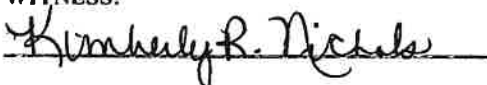
1. Delmarva shall have the right to install, operate, maintain, add to, extend, relocate and remove its ELECTRIC (X), GAS (___), COMMUNICATION (X), and other appropriate facilities, and accessories and appurtenances thereto to extend Delmarva's systems and to provide services to Delmarva's service areas; 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.
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.
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.

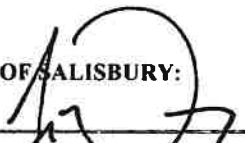
- 7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Delmarva shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
- 8. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
- 9. 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.
- 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 as near its original condition as reasonably possible upon completion of any said installation, operation and maintenance of its facilities.

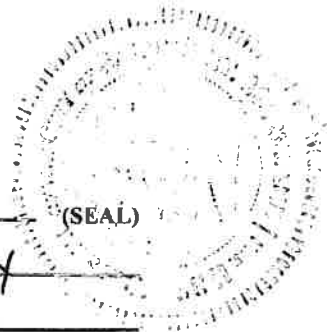
As agent on behalf of Delmarva, I certify that this document was prepared by Delmarva


 Name: Lori Van Hoy
 Title: Real Estate Specialist

WITNESS our hands and seals the day and year aforesaid.

WITNESS:


CITY OF SALISBURY:

 Name: Jacob R. Day
 Title: Mayor



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

BE IT REMEMBERED, That on the 23rd day of April, 2019, personally came before me, a notary public, the within named Grantor, 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: 5-16-22 
 Notary Public

Print Name: Diane K. Carter



WICOMICO COUNTY CIRCUIT COURT (Land Records) JBM 4464, p. 0338, MSA_CE100_4538. Date available 05/08/2019. Printed 05/17/2019.

DELMARVA USE ONLY

Secured by:	Click here to enter text.	Job Order Number:	15708190
Tax District Number:	Click here to enter text.	District/Hundred:	Click here to enter text.
Map Number:	107	Parcel Number:	880 & 881
Election District:	Click here to enter text.		
Coordinates Covered:	Click here to enter text.		



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development *AP*
Date: April 5, 2019
Re: Utility Easement (revised) between Delmarva Power and the City of Salisbury for 130 & 132 East Main Street

First Move Properties, LLC is in the process of redeveloping 130 & 132 East Main Street. The development team has been working with Delmarva Power to bury the existing aerial electric facilities located on City owned property.

The City of Salisbury passed Ordinance No. 2519 on January 28, 2019 which authorized the granting of a utility easement to Delmarva Power in connection with the redevelopment of 132 East Main Street. Delmarva Power has submitted the attached new utility easement agreement and plat in order to service 130 and 132 East Main Street for redevelopment purposes.

Unless you or the Mayor has further questions, please forward a copy of this memo, the ordinance and the easement to the City Council.