

**AS AMENDED ON JULY 22, 2019
ORDINANCE NO. 2551**

**AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND
GRANTING AN EASEMENT TO ROTARY CLUB OF SALISBURY
FOUNDATION, INC. ACROSS CITY OWNED PROPERTY, TAX MAP
NO. 107, PARCEL 883.**

WHEREAS, the City of Salisbury owns all that real property described in the Deed of Easement by and between the City and Salisbury and Rotary Club of Salisbury Foundation, Inc. (the "Easement") attached to this Ordinance; and

WHEREAS, the Rotary Club of Salisbury Foundation, Inc. ("Rotary") has requested permission to construct a labyrinth on the afore-referenced real property for the use of the public; and

WHEREAS, before commencing work to construct the labyrinth the Rotary has requested that the City of Salisbury enter into the Easement attached hereto, granting Rotary the right to construct the labyrinth.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT the City of Salisbury hereby allows Rotary to construct the Rotary Labyrinth Project located on and within the real property described in the Easement, by and between Rotary Club of Salisbury Foundation, Inc. and the City of Salisbury, attached hereto, and that the Mayor is hereby authorized to execute the attached 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;
- 4) That, upon its final passage, this Ordinance shall not be codified; and

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

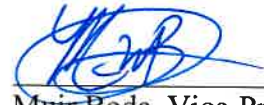
THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the 8th day of July 2019, and thereafter, a statement of the substance of this

Ordinance having been published as required by law, was finally passed by the Council on the 22nd day of July 2019.

ATTEST:



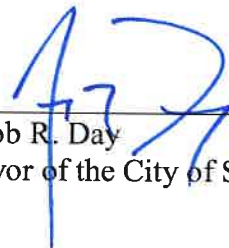
Kimberly R. Nichols
City Clerk



Muir Boda, Vice-President
Salisbury City Council

Approved by me this

23rd day of JULY, 2019.



Jacob R. Day
Mayor of the City of Salisbury

LIBER 821 PAGE 807

THIS DEED, Made this 3rd day of January, 1977, by B. Quillen Chandler, of Worcester County, State of Maryland, and William J. Ahtes, Jr., Robert L. David, R. Thomas Quillen, III, and John W. McCabe, Jr., all of Wicomico County, State of Maryland,

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good, valuable and sufficient considerations, receipt of which is hereby acknowledged, the said B. Quillen Chandler, William J. Ahtes, Jr., Robert L. Davis, R. Thomas Quillen, III, and John W. McCabe, Jr., do hereby grant and convey unto The City of Salisbury, a municipal corporation; of the State of Maryland, its successors and assigns, in fee simple, ALL that tract or parcel of land situate and lying at the Southeast corner of South Division Street and Market Street (formerly Dock Street), in the City of Salisbury, Parsons Election District, of Wicomico County, State of Maryland, and more particularly described as follows: BEGINNING for the outline of the same at a point formed by the intersection of the Easterly line of South Division Street and the Southerly line of Market Street as presently laid out, thence by and with the Southerly line of Market Street the following four (4) courses and distances: (1) North 43 degrees 17 minutes East 133.95 feet; (2) North 46 degrees 10 minutes East 10.00 feet; (3) North 52 degrees 47 minutes East 10.00 feet; and (4) North 57 degrees 11 minutes East 7.90 feet; thence running in a Southeasterly direction by and with the Easterly line of Lot No. 95 on a plat hereinafter referred to, to the Southeasterly corner of said Lot No. 95 and the Northerly side of the Wicomico River; thence running in a Westerly direction by and with the Northerly side of the Wicomico River and the Southerly lines of Lots Nos. 94 and 95 on the plat hereinafter referred to a distance of 139 feet, more or less, to the Easterly line of South Division Street; thence running in a Northwesterly direction by and with the Easterly line of South Division Street a distance of 92.8 feet, more or less, to the place of beginning.

Being all of Lots Nos. 93, 94 and 95, as shown on a plat of the property of the Salisbury Realty Company, dated August 9, 1919, and recorded among the Land Records

LIBER 821 PAGE 808

of Wicomico County, Maryland, in Liber J.C.K. No. 114, Folio 598; EXCEPT SO MUCH THEREOF, as was acquired by The City of Salisbury (1) by condemnation, as will appear by reference to a deed from Grace E. Freeny, widow, to William T. Hutchings, dated February 26, 1930, and recorded among the Land Records aforesaid, in Liber I.D.T. No. 161, Folio 193, and (2) by deed from Deer's Head Realty Corporation, dated August 2, 1952, and recorded among the Land Records aforesaid, in Liber J.W.T.S. No. 342, Folio 586.

Bein; in all respects the same land which was acquired by B. Quillin Chandler, William J. Ahtes, Jr., Robert L. David, R. Thomas Quillen, III, and John W. McCabe, Jr., by deed dated May 1, 1973 and recorded among the Land Records for Wicomico County, Maryland, in Liber J.W.T.S. No. 790, Folio 111.

SAID LAND being subject to a storm water easement to The City of Salisbury from Deer's Head Realty, Inc., E. Brooks Bundick and Helen M. Bundick, his wife, Hugh F. Wilde and Patricia C. Wilde, his wife, dated November 17, 1966, and recorded among the Land Records aforesaid in Liber J.W.T.S. No. 643, Folio 80, and Liber J.W.T.S. No. 643, Folio 84.

REFERENCE to said deed, plat, easement and to preceding deeds of the property hereby conveyed and to the references contained therein is hereby made a part hereof as if herein fully set forth.

TOGETHER with the improvements thereon and all the rights, ways, roads, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the parcel of land hereinabove described unto and to the use of the said The City of Salisbury, its successors and assigns, forever in fee simple.

AND the said B. Quillin Chandler, William J. Ahtes, Jr., Robert L. David, R. Thomas Quillen, III, and John W. McCabe, Jr. do hereby covenant that there are no liens or encumbrances against said property and that they will warrant specially the property hereby granted and conveyed and that they will execute such other and further assurances

LIBER 821 PAGE 809

thereof as may be requisite.

WITNESS the due execution hereof the day and year first above written.

TEST:

<u>John M. Cottle</u>	<u>[Signature]</u> (SEAL) B. Quillin Chandler
<u>John M. Cottle</u>	<u>[Signature]</u> (SEAL) William J. Ahtes, Jr.
<u>John M. Cottle</u>	<u>[Signature]</u> (SEAL) Robert L. David
<u>John M. Cottle</u>	<u>[Signature]</u> (SEAL) R. Thomas Quillen, III
<u>John M. Cottle</u>	<u>[Signature]</u> (SEAL) John W. McCabe, Jr.

STATE OF MARYLAND, COUNTY OF Wicomico, to-wit:
 I HEREBY CERTIFY that on this 3rd day of June, 1974, before me, the undersigned officer, personally appeared B. Quillin Chandler and acknowledged the foregoing deed to be his act and deed.

AS WITNESS my hand and Notarial Seal the day and year first above written.

John M. Cottle
 Notary Public

STATE OF MARYLAND, COUNTY OF WICOMICO, to-wit:
 I HEREBY CERTIFY that on this 3rd day of June, 1974, before me, the undersigned officer, personally appeared William J. Ahtes, Jr. and acknowledged the foregoing deed to be his act and deed.

AS WITNESS my hand and Notarial Seal the day and year first above written.

John M. Cottle
 Notary Public

STATE OF MARYLAND, COUNTY OF WICOMICO, to-wit:
 I HEREBY CERTIFY that on this 3rd day of June, 1974, before me, the undersigned officer, personally appeared Robert L. David and acknowledged the foregoing deed to be his act and deed.

AS WITNESS my hand and Notarial Seal the day and year first above written.

John M. Cottle
 Notary Public

STATE OF MARYLAND, COUNTY OF WICOMICO, to-wit:
 I HEREBY CERTIFY that on this 3rd day of June, 1974, before me, the undersigned officer, personally appeared R. Thomas Quillen, III, and acknowledged the foregoing deed to be his act and deed.

AS WITNESS my hand and Notarial Seal the day and year first above written.

John M. Cottle
 Notary Public

LIBER 821 PAGE 810

STATE OF MARYLAND, COUNTY OF WICOMICO, to-wit:

I HEREBY CERTIFY that on this 2nd day of January, 1974, before me, the undersigned officer, personally appeared John W. McCabe, Jr. and acknowledged the foregoing deed to be his act and deed.

AS WITNESS my hand and Notarial Seal the day and year first above written.

John M. Coates
Notary Public

Received for Record May 8, 1974 and recorded in the
and Records of Wicomico County, Maryland in Liber A.J.S.
No. 821, Folios 809-810
W. James Smith Clerk

WV-8-74 * 29242 *****16.00
WV-8-74 B #29242 *****16.00

WICOMICO COUNTY CIRCUIT COURT (Land Records) AJS 821, p. 0810, MSA_CE100_796. Date available 02/08/2005. Printed 06/11/2019.

800-800-800 p 5/23/74

Deed of Easement

The City of Salisbury, a municipal corporation of the State of Maryland, ("City" or "Grantor") does hereby grant and convey unto the Rotary Club of Salisbury Foundation, Inc., a corporation organized pursuant to the laws of Maryland, its licensees, successors, and assigns, ("Grantee"), for one dollar and other valuable consideration, receipt of which is hereby acknowledged, a right of way and easement (the "Easement") on the real property described as Tax Map No. 107, Parcel 883, the "Property," and more particularly described in Exhibit A, for the construction, erection, and use by the general public of the Rotary Labyrinth Project described in Exhibit B; both exhibits are attached hereto and incorporated by reference herein (the "Improvements").

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement granted to the general public, and all rights and privileges incident thereto.

Grantee, at its sole cost and expense, shall pay for the full cost of the Improvements and hereby grants and conveys all such Improvements to the City, the City shall thereafter maintain the Improvements and procure general liability insurance on the Improvements, but shall not be obligated to replace said improvements should the cost to replace exceed any insurance proceeds available to the City.

The Grantor shall provide water to the Property for the purpose of irrigation. The Grantor shall install a water meter on the Property, but the water shall be provided at no cost to the Grantee.

The Grantor shall be solely responsible for providing whatever stormwater management and erosion control is required for the Grantee's use of the Property, if any, as provided for herein.

Exempt Code 12-108 (a)(1)(iii)

D

Return To:
CITY OF SALISBURY
INFRASTRUCTURE & DEVELOPMENT
125 N. DIVISION ST. ROOM 202
SALISBURY, MD 21801-4940

Deed of Easement

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Return To:
CITY OF SALISBURY
INFRASTRUCTURE & DEVELOPMENT
125 N. DIVISION ST. ROOM 202
SALISBURY, MD 21801-4940

The Grantor shall be responsible for processing and recording the Easement at no cost to Grantee.

The Easement granted hereby shall be in perpetuity except that if the Improvements shall ever be removed from the property or abandoned and no use is made of the Easement as a labyrinth for a continuous period of one (1) year, the Grantor shall have the right, in its sole and absolute discretion, to terminate the Easement granted hereby by a Notice of Termination filed in the Land Records of Wicomico County, Maryland.

The provisions of this Easement shall run with the land and bind the parties and their respective successors and assigns.

This Easement shall be construed and enforced in accordance with the laws of the State of Maryland.

Executed and delivered this 12th Day of August 2019.

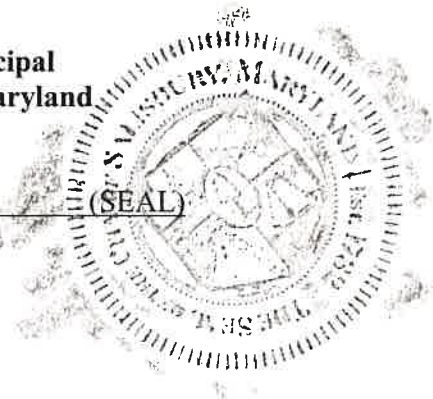
WITNESS/ATTEST:

GRANTOR:

Kimberly R. Nichols

The City of Salisbury, a Municipal Corporation of the State of Maryland

By: *Jacob R. Day*
Name: Jacob R. Day
Title: Mayor



I HEREBY CERTIFY THAT TAXES ARE PAID ON THE PROPERTY COVERED BY THIS DEED AS WELL AS ANY OTHER TAXES WHICH SHOULD BE COLLECTED BEFORE TRANSFER OF SAME PURSUANT TO SECTION 14 ARTICLE 21 OF THE ANNOTATED CODE OF MARYLAND

MICHELE ENNIS
DIRECTOR OF FINANCE
WICOMICO COUNTY, MARYLAND
DATE 8/12/19

Kimberly K. Reiter

GRANTEE:

The Rotary Club of Salisbury Foundation, Inc., a Maryland Corporation

By: *Hugh C. Livingston, Jr.* (SEAL)
Name: HUGH C. LIVINGSTON, JR
Title: PRESIDENT, ROTARY CLUB OF SALISBURY FOUNDATION

APPROVAL OF
CITY ENGINEER
CITY OF SALISBURY
NON-APPLICABLE



Recordation Tax Paid
Department of Finance

Date 8/12/19
Initials KSC

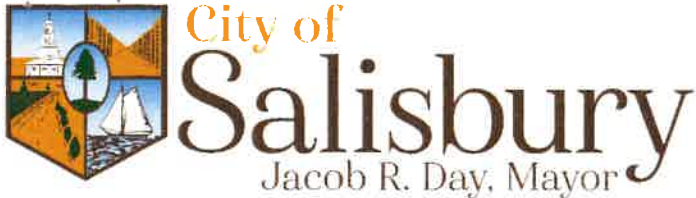


Exhibit A

Property Description

Tax map No. 107, Parcel 883, BEGINNING for the outline for the same at a point formed by the intersection of the Easterly line of South Division Street and the Southerly line of Market Street as presently laid out, thence by and with the Southerly line of Market Street the following four (4) courses and distances: (1) North 43 degrees 17 minutes East 133.95 feet; (2) North 46 degrees 10 minutes East 10.00 feet; (3) North 52 degrees 47 minutes East 10.00 feet; and (4) North 57 degrees 11 minutes East 7.90 feet; thence running in a Southeasterly direction by and with the Easterly line of Lot No. 95 on a plat hereinafter referred to, to the Southeasterly corner of said Lot No. 95 and the Northerly side of the Wicomico River; thence running in a Westerly direction by and with the Northerly side of the Wicomico River and the Southerly lines of Lots Nos. 94 and 95 on the plat hereinafter referred to in a distance of 139 feet, more or less, to the Easterly line of South Division Street; thence running in a Northwesterly direction by and with the Easterly line of South Division Street a distance of 92.8 feet, more or less, to the place of beginning.

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Exhibit B

Project Description:

To celebrate the Rotary Club of Salisbury's centennial, the club plans to construct a labyrinth for peace in Downtown Salisbury. The labyrinth is similar to the one in Chartres Cathedral (France), and will be the 6th Rotary labyrinth in the world. Once established it will be used in a proactive way to reduce conflict and promote peace in our community.

The labyrinth will provide "a space leading to mutual respect, strengthening relationships, and increasing tolerance while decreasing aggression and conflict." It will be a space for use by: the Salisbury Police to positively interact with the students whom they mentor, teach, and coach, and who participate in the Law Enforcement Explorer Post; the Department of Conflict Analysis and Dispute Resolution at Salisbury University to utilize for class activities; the school systems and other organizations to use for community circles which build community and respond to harm; and the community to hold memorial events, such as 9/11.

It can also be used in other ways as well. For example, it will be a space for the Rotary Club of Salisbury to sponsor or cosponsor new events such as World Labyrinth Day. Events such as this bring people together. It will be a space to teach Tai Chi and Capoeira (Brazilian martial arts). And, it is a space where anyone can contemplate, meditate, and reflect.

The radius of the labyrinth is 36 feet and its circumference is 72 feet. It will be constructed using random flat paving stones. Paths will be 2 feet wide with 2-foot grass separation. In the center there will be a park bench and tree/grate. There will be several signs near the entrance of the labyrinth.

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 - Government
Instrument 0.00
Agency Name: city of
salisbury
Instrument List:
Agreement / Easement
Describe Other:
Ref: rotary club of
salisbury foundation
=====

Total:	0.00
08/12/2019	04:06
	CC22-EM
#12556998	CC0103 -
Wicomico	
County/CC01.03.02	-
Register	02

Received for Record AUG 12 2019
and Recorded in the Land Records of
Wicomico County, Maryland

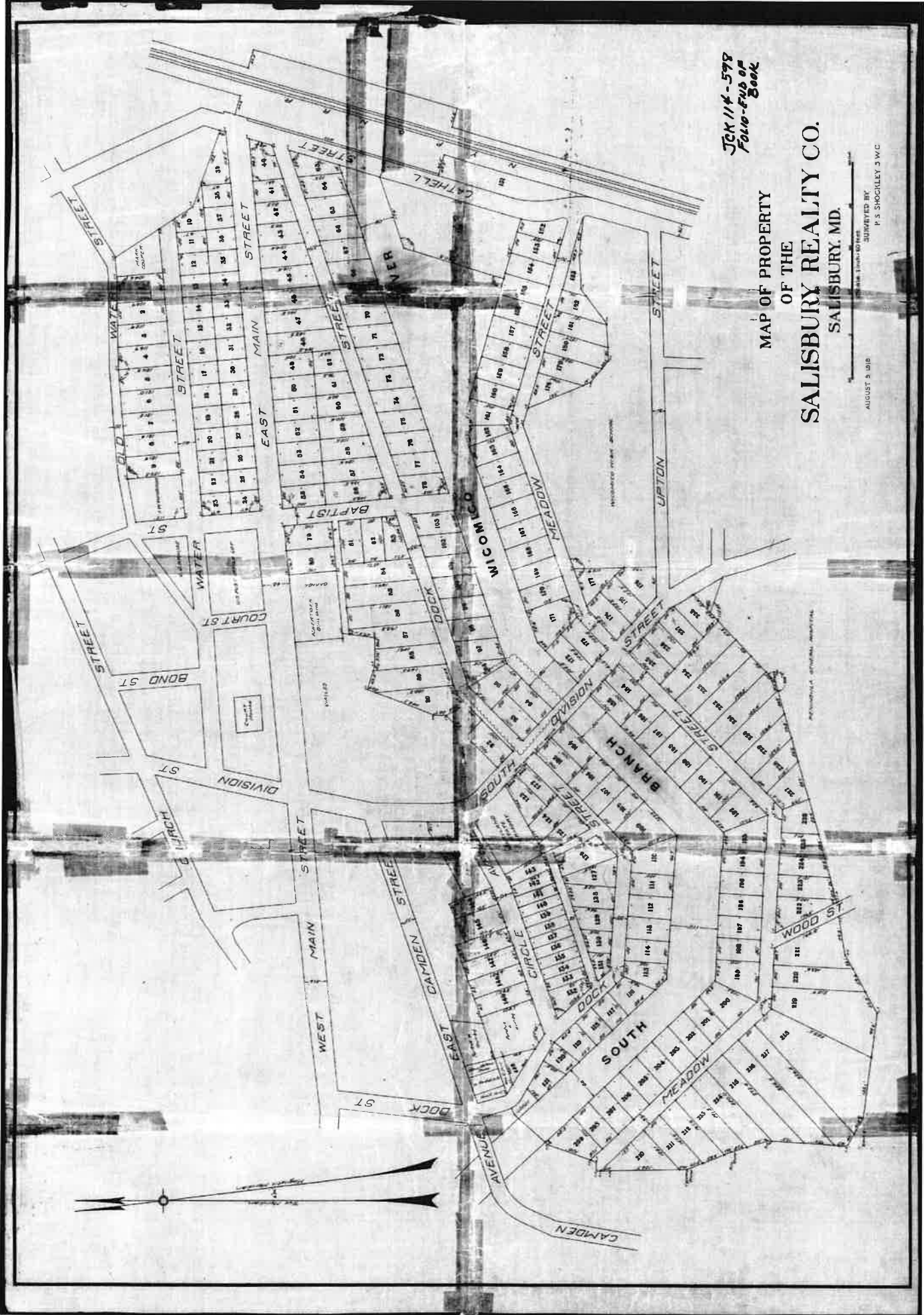


Clerk

JCK 114-578
Folio-FvB of
Book

MAP OF PROPERTY
OF THE
SALISBURY REALTY CO.
SALISBURY, MD.

AUGUST 9, 1916
SURVEYED BY
P. S. SHOCKLEY & CO.



Copyright 1916 by P. S. Shockley & Co.