

ORDINANCE NO. 2704

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND GRANTING THREE RIGHT-OF-WAY AND LICENSE AGREEMENTS TO DELMARVA POWER & LIGHT COMPANY ACROSS THREE CITY OWNED PROPERTIES (PARKING LOT 13, SALISBURY PARKING GARAGE, AND SALISBURY CITY PARK) FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING STATION FACILITIES.

WHEREAS, the City of Salisbury owns Parking Lot 13 (Map 0107, Grid 0008, Parcel 0994) located along W. Chestnut Street; the Parking Garage (Map 0107, Grid 0015, Parcel 0881) located at 101 E. Market Street; and the Salisbury City Park (Map 0107, Grid 0017, Parcel 0930) located at 500 E. Main Street;

WHEREAS, the City of Salisbury is desirous of having facilities installed for the purpose of setting up electric vehicle charging stations in Parking Lot 13, the Parking Garage, and the Salisbury City Park; and

WHEREAS, Delmarva Power & Light Company desires to acquire a license or privilege, in, on, upon, over, under, across, along and through Parking Lot 13, the Parking Garage, and the Salisbury City Park to permit Delmarva Power & Light Company to construct, install, operate, maintain, repair, reinstall, replace, relocate, and remove electronic vehicle charging station facilities; and

WHEREAS, a Right of Way and License Agreement by and between the City of Salisbury and Delmarva Power & Light Company will allow Delmarva Power & Light Company the right to construct, install, operate, maintain, repair, reinstall, replace, relocate the infrastructure for the electric vehicle charging stations in Parking Lot 13, the Parking Garage, and the Salisbury City Park; and

WHEREAS, by this Ordinance, the Council **(i)** hereby approves a Right of Way and License Agreement for each of the three City properties, namely Parking Lot 13, the Parking Garage, and the Salisbury City Park (attached hereto and incorporated herein respectively as **Exhibit A; Exhibit B; and Exhibit C**) and **(ii)** hereby authorizes the Mayor's execution thereof on behalf of the City; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, those certain Right of Way and License Agreements, by and between the City of Salisbury and Delmarva Power & Light Company, attached hereto and incorporated herein respectively as **Exhibit A; Exhibit B; and Exhibit C.**

Section 2. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 3. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland 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 and shall be deemed valid and enforceable.

Section 4. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 4.

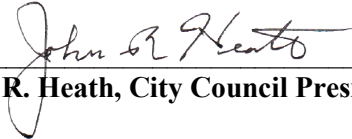
Section 5. This Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 10th day of January, 2022 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 24th day of January, 2022.

ATTEST:

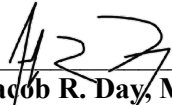


Kimberly R. Nichols, City Clerk



John R. Heath, City Council President

Approved by me, this 25th day of January, 2022.



Jacob R. Day, Mayor

**RIGHT OF WAY AND LICENSE AGREEMENT
(EV Charging Station Facilities)**

THIS RIGHT OF WAY AND LICENSE AGREEMENT (“Agreement”) entered into this 24th day of January, 2022 between The City of Salisbury (hereinafter called "Grantor") and Delmarva Power & Light Company (hereinafter called "Licensee").

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of the property hereinafter described situated along W. Chestnut Street in the City of Salisbury, Wicomico County, Maryland, and identified as Map 0107, Grid 0008, Parcel 0994, and acquired from Cavalier Resources Limited Partnership, a Maryland limited partnership, by Deed dated September 3, 2004, and recorded among the Land Records of Wicomico County in Liber 2286, Folio 671 (“Grantor’s Property”); and

WHEREAS, the Licensee wishes to acquire the license or privilege, as hereinafter described, defined and limited, in, on, upon, over, under, across, along and through said Grantor’s Property from and to certain points and places hereinafter described to permit the Licensee to construct, install, operate, maintain, repair, reinstall, replace, relocate, and remove therein a charging station facility (as herein defined).

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein, the parties hereby agree as follows:

1. GRANT OF LICENSE:

1.1 Grantor hereby grant(s) to Licensee, its successors, licensees and assigns, for value received, the right to construct, install, reconstruct, operate and maintain electric vehicle Charging Station Facilities, including, but not limited to, pads, charging facilities, electric and communication lines, poles, crossarms, wires, anchors, guys, conduits, cables, transformers, meters, appurtenant equipment and enclosures (collectively, “Charging Station Facilities”) upon, over, under and across Grantor’s Property.

Together with the right of access at all times to the Charging Station Facilities, the right to extend electric and communication lines by the most direct practical route from the main lines to any Charging Station Facilities on Grantor’s Property, the right to trim, top, cut down and remove trees and/or shrubs adjacent to Charging Station Facilities to provide proper operating clearance, the right to make necessary openings and excavations for the purpose of examining, repairing, replacing, altering or expanding Charging Station Facilities provided that all openings or excavations shall be properly refilled and the property left in good and safe condition, and the right to place signs at Grantor’s Property, near the Charging Station Facilities restricting use of parking spaces adjacent to the Charging Station Facilities to electric vehicles using or in line to use the charging facilities. No new buildings or structures are to be erected under or over Charging Station Facilities, and adequate horizontal clearances, with a five (5) foot minimum, must be maintained. Shrubbery, trees, fences, or other obstructions shall not be

placed so close to any Charging Station Facilities that they would, in the sole judgment of the Company, hinder or obstruct operation or maintenance of said equipment.

2. LICENSE LOCATION:

2.1 Subject to the terms hereinafter described, the Charging Station Facilities are or are to be located at Grantor's Property in the location generally shown on the job print attached hereto as Exhibit 1.

3. EFFECTIVE DATE AND TERMINATION:

3.1 This License Agreement shall take effect as of the date of this Agreement ("Effective Date") and shall terminate five (5) years from the Effective Date (the "Termination Date") unless otherwise earlier terminated or extended as provided for herein. On the first and each successive five (5) year anniversary of the Termination Date (the "Extension Termination Date"), the term shall be extended for an additional five (5) year period (the "Extension Period") unless otherwise terminated as provided for herein.

3.2 This Agreement shall terminate in whole or in part as to any portion or segment of the Charging Station Facilities upon the happening of any of the following events:

(1) By Licensee giving sixty (60) days prior written notice to Grantor of termination as to all or any part of its Charging Station Facilities together with complete removal by the Licensee of all or that part of the Licensee's Charging Station Facilities and restoration of Grantor's Property to the approval and satisfaction of Grantor.

(2) Subsequent written mutual agreement of the parties hereto.

(3) By Grantor at anytime giving six (6) months prior written notice to Licensee to remove all or any part of its Charging Station Facilities and restoration of Grantor's Property to the approval and satisfaction of Grantor.

4. NON-EXCLUSIVITY OF LICENSE:

4.1 The license permitted to the Licensee by the Grantor pursuant to this Agreement shall be non-exclusive and occupations of the Grantors Property by one or more cable, wire, pipeline or other facilities owned and/or operated by any other person(s), company(ies) or other entity(ies) may be permitted at the sole discretion of Grantor.

5. GRANTOR APPROVAL PROCESS:

5.1 Prior to any work of any character being performed at any locations which are the subject matter of this agreement, the Licensee shall submit to Grantor detailed plans indicating the scope and specifications of the work to be performed for review by Grantor's engineers or designee. Upon review of the plans, Grantor shall have the right, at its sole discretion, to approve, modify, and/or reject the proposed construction. Upon completion of the proposed construction, Grantor shall have the right to inspect the work in order to determine acceptance of construction and compliance with approved plans.

6. PERMITS:

6.1 The Licensee, at its sole cost and expense, shall secure and maintain in effect all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, reinstallation, replacement, relocation and/or removal of the Charging Station Facilities, including, without limitation, zoning, building, health, environmental or communication permits or licenses, and shall indemnify the Grantor against payment of the costs therefor and against any fines or penalties that may be levied for failure to procure or to cure violations thereof. The Grantor shall take any and all actions or steps necessary to cooperate with and assist the Licensee in securing any such permits and licenses.

7. SCOPE OF WORK:

7.1 Construction of the Charging Station Facility as shown on Exhibits 1A and 1B.

8. NON-DISTURBANCE/THIRD PARTY USERS:

8.1 Except as otherwise permitted in this Agreement, the Grantor shall not license, permit or authorize its agents, employees or contractors to disturb or interfere with Licensee's Charging Station Facilities or the Licensee's rights hereunder, nor shall the Grantor deny the Licensee access to the Licensee's Charging Station Facilities. It is expressly understood however, that Grantor has no control over unauthorized third-party users who are, or may be, occupying portions of the Grantor's Property. Under no circumstances, shall the Grantor be liable to the Licensee for unauthorized use of the Charging Station Facilities. The Grantor will cooperate with the Licensee, at the latter's expense, in any actions against third parties undertaken by the Licensee as a result of the unauthorized use of the Charging Station Facilities. All such activities by the Licensee shall be governed by and subject to the Licensee's indemnification of the Grantor pursuant to this Agreement.

9. LIABILITY/INDEMNITY:

9.1 The Licensee hereby assumes, releases and agrees to indemnify, defend, protect and save the Grantor harmless from and against any loss of and/or damage to the property of the Grantor, third parties or the Licensee's Charging Station Facilities and all loss and/or damage on account of injury to or death of any persons whomsoever (including employees and invitees of the parties hereto and all other persons), arising during the Planning and Design Phase, Maintenance and Operating Phase and/or the Installation and Construction Phase and throughout the term hereof, caused by or growing out of the plan, design, construction and installation, or subsequent operation, maintenance, repair, reinstallation, replacement, relocation or removal of the Licensee's Charging Station Facilities, or any part thereof, unless such loss and/or damage arises as a direct result of the negligence or willful misconduct of the Grantor.

9.2 Grantor shall not be liable to Licensee for consequential damages including, but not limited to any claim from any client, customer or patron for loss of revenue or services arising from any act or omission of Grantor.

9.3 The Licensee further assumes, releases and agrees to indemnify, defend, protect and save the Grantor harmless from and against any loss and/or damage to any property or facilities of any party (including the Grantor or the Licensee or any persons operating or using such facilities) arising from a fire, caused by or growing out of the presence, construction, maintenance, use, operation, repair, change relocation or subsequent removal of the Licensee's Charging Station Facilities or any part thereof; loss and/or damage being deemed to include cost and expense thereof (including reasonable legal fees and court costs) to the extent such loss and/or damages are not due to or arise from the negligence or willful misconduct of Grantor.

9.4 Grantor shall give Licensee prompt notice of any claims or actions against them for which Licensee may be required to indemnify Grantor under this Agreement. In addition to Licensee's liability for any loss that could be sustained by Grantor, Licensee shall be responsible for all litigation expense incurred by Grantor, if any, including but not limited to all attorneys' fees payable on a current basis.

10. LIENS:

10.1 Each party shall keep the other's facilities and property free of all liens which arise in any way from or as a result of its activities, and cause any which may arise to be discharged or released of record as provided in this article, and shall indemnify and hold the other harmless from any and all loss, costs, damages and expenses which the other may incur or suffer if such a lien is filed.

10.2 Nothing herein shall preclude the contest of the lien or contract or action upon which the same arose. Each party agrees to cooperate with the other in such contest.

10.3 Nothing in this Agreement shall be deemed to give, and the Grantor hereby expressly waives, any claims of ownership in and to any part or the whole of the

Licensee's Charging Station Facilities unless otherwise elsewhere provided to the contrary. Furthermore, nothing herein shall be deemed to give, and the Licensee hereby expressly waives, any claims of ownership in and to any part or the whole of Grantor's real or personal property.

11. BREACH, REMEDIES:

11.1 The Licensee and the Grantor each agree that neither shall proceed against the other by litigation before the offending party has had written notice of and reasonable time to respond and cure such breach or defect; provided, however, neither party shall be required to give the other time to respond and cure if any such delay will cause irreparable harm.

11.2 Remedies available to each party for breach of this Agreement shall include: (1) litigation for specific performance; (2) litigation for injunction relief; (3) litigation for damages and costs. In no event will either Grantor or the Licensee be responsible to the other party for consequential damages.

11.3 Any waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any right or covenant herein or of any other matter subsequently occurring.

12. COVENANTS AND WARRANTIES:

12.1 Licensee and Grantor covenants and warrants, respectively, it has full right and authority to enter into this Agreement in accordance with the terms hereof, and that, by entering into and performing this Agreement, it is not in violation of its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is subject.

12.2 Licensee and Grantor covenants and warrants, respectively, that it, to the best of its knowledge, has no litigation or proceeding pending or threatened against it or its facilities that would threaten this Agreement, nor has it violated, to its knowledge, any rule, order or regulation issued by any applicable governmental authority which might adversely affect the other party's interest thereunder or right to make the agreements hereunder, or execute or perform this Agreement, and that the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action, that the signatories hereto are authorized to sign this Agreement.

13. RECORDINGS, TAXES AND OTHER CHARGES:

13.1 If Licensee chooses to record this Agreement, the Licensee shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of this Agreement and shall pay all costs of recording a release upon termination. The Licensee further agrees that if it is determined by any state or local governmental authority that the sale, acquisition, license, grant, transfer or disposition of any part

or portion of the property or rights herein described requires the payment of any tax (including sales or use tax) under any statute, regulation or rule, the Licensee shall pay the same, plus any penalty or interest hereon, directly to said taxing authority and shall hold the Grantor harmless therefrom. The Licensee shall pay all annual or periodic taxes levied or assessed upon the Licensee's Charging Station Facilities, or on account of their existence or use, and shall indemnify the Grantor against the payment thereof.

14. INDEPENDENT CONTRACTOR STATUS:

14.1 The Grantor exercises no control whatsoever over the employment, discharge, compensation of or services rendered by the Licensee's employees or contractors, and it is the intention of the parties that the Licensee shall be and remain an independent contractor and nothing herein shall be construed as inconsistent with that status or as creating or implying any partnership or joint venture between the Licensee and the Grantor.

15. SUCCESSION/ASSIGNABILITY:

15.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. This agreement is assignable by Grantor without the consent of Licensee. Licensee shall not assign this Agreement to any other entity or individual without the prior written consent of Grantor.

16. NOTICES:

16.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be addressed to:

The Licensee at: (one copy to each)

Delmarva Power & Light Company
2530 North Salisbury Blvd.
Salisbury, MD 21801
Attention: Manager of Real Estate
Email: Steven.Krup@ExelonCorp.com (not sufficient for notice purposes)

Exelon Corporation
701 Ninth Street NW, 9th Floor
Washington, DC 20068
Attn: Constance H. Pierce
Assistant General Counsel

The Grantor at: (one copy to each)

The City of Salisbury
ATTN: Mayor Jacob R. Day
125 N. Division Street
Room 304
Salisbury, MD 21801

or at such other addresses as may be designated in writing to the other party.

16.2 Unless otherwise provided herein, notices shall be sent by registered or certified U.S. mail, postage prepaid, and shall be deemed served or delivered to addressee, or its office, upon the date of return receipt acknowledgment or, if postal claim notice is given, on the date of its return marked "unclaimed", provided, however, that upon receipt of a returned notice marked "unclaimed", the sending party shall make reasonable effort to contact and notify the other party by telephone.

17. LEGAL FORUM:

17.1 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Maryland.

17.2 This Agreement shall not be interpreted against either party for the reason that the final Agreement was prepared by them.

ATTEST:

Julie A. English

GRANTOR

THE CITY OF SALISBURY

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

LICENSEE

DELMARVA POWER & LIGHT COMPANY

By: Steven A. Krup
Name: STEVEN A. KRUP
Title: Manager Real Estate

ATTEST: WITNESS:

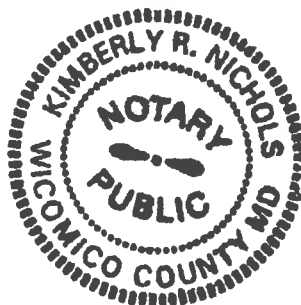
Julie A. English

STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of January, 2022, before me, a Notary Public in and for the State and County aforesaid, personally appeared Jacob R Day, who acknowledged themselves to be the Mayor of the City of Salisbury, and that they, as such officer, being authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Kimberly R. Nichols
NOTARY PUBLIC
My Commission Expires: 3-5-22

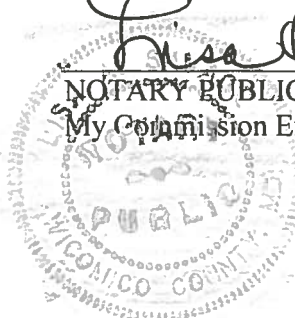


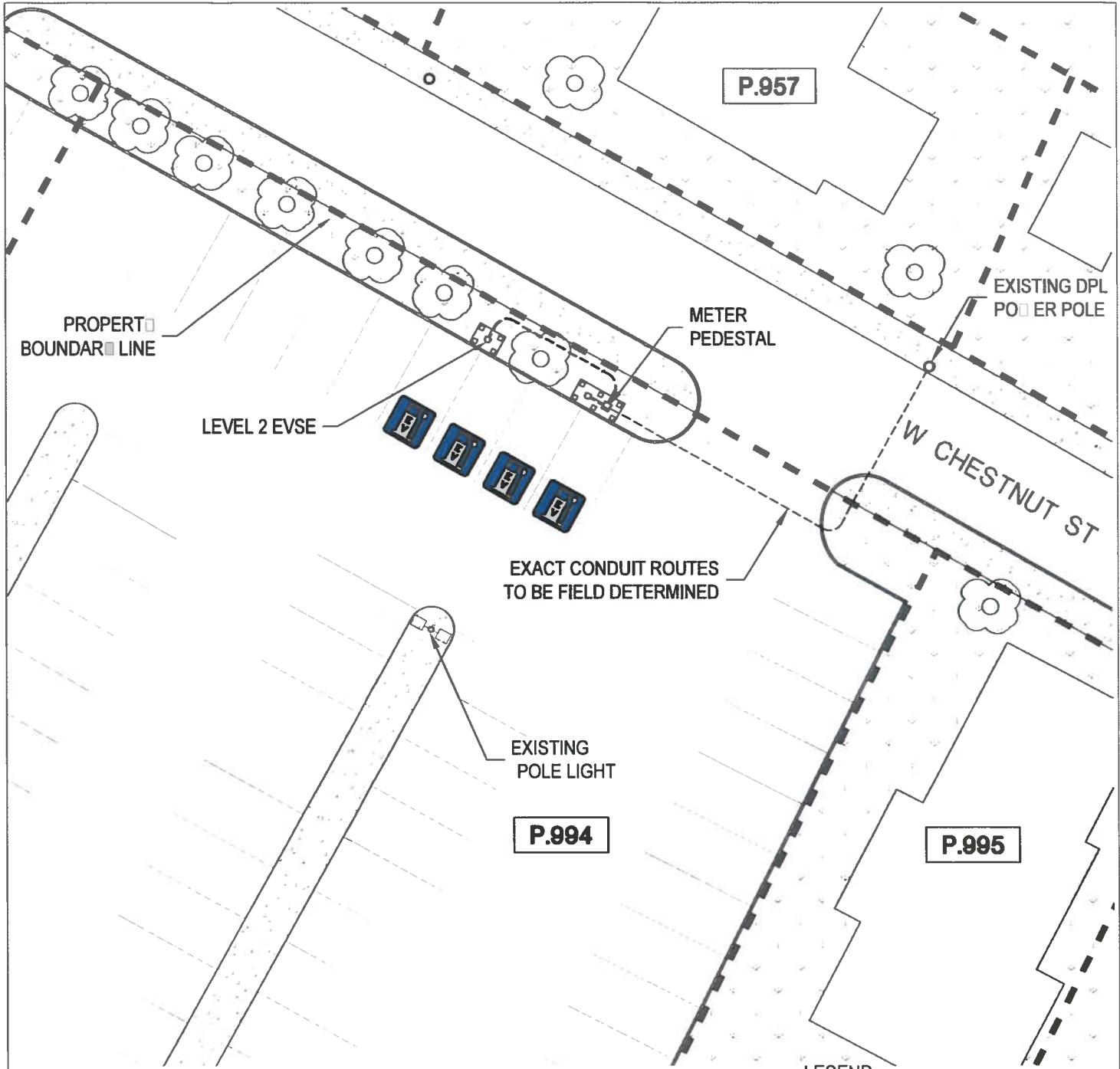
STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of February, 2022, before me, a Notary Public in and for the State and County aforesaid, personally appeared Steven A. Krup who acknowledged themselves to be the Mgr. R.E. of Delmarva Power & Light Company, and that they, as such officer, being authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Kimberly R. Nichols
NOTARY PUBLIC
My Commission Expires: 10-9-24





DISCLAIMER:

THIS PLAN IS FOR GENERAL PRESENTATION PURPOSES ONLY, AND IS NOT INTENDED, NOR SHOULD BE USED, AS A SURVEY. THE BOUNDARY LINES SHOWN WERE OBTAINED USING THE MERLIN-MARYLAND ONLINE DATABASE. ACCURACY OF INFORMATION CANNOT BE GUARANTEED.

PLAN VIEW



LEGEND







-  LEVEL 2 EVSE FOUNDATION
-  METER PEDESTAL FOUNDATION
-  EXISTING TREE TO REMAIN
-  CONDUIT
-  GRASS
-  CONCRETE

EXHIBIT 1

W. CHESTNUT STREET, SALISBURY, MD 21801
 DPL PUBLIC CHARGING EQUIPMENT PLAN
 2 LEVEL-2 EVSE



**delmarva
power**

Newark, DE - An Exelon Company

SCALE : NONE

SALISBURY LOT 12

**RIGHT OF WAY AND LICENSE AGREEMENT
(EV Charging Station Facilities)**

THIS RIGHT OF WAY AND LICENSE AGREEMENT ("Agreement") entered into this 24th day of January, 2022 between The City of Salisbury (hereinafter called "Grantor") and Delmarva Power & Light Company (hereinafter called "Licensee").

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of the property hereinafter described situated at 101 E. Market Street in the City of Salisbury, Wicomico County, Maryland, and identified as Map 0107, Grid 0015, Parcel 0881, and being described as "61,979 SQ FT NS CIRCLE AVE CITY OF SALISBURY", consisting of 61,979 square feet of land, more or less ("Grantor's Property"); and

WHEREAS, the Licensee wishes to acquire the license or privilege, as hereinafter described, defined and limited, in, on, upon, over, under, across, along and through said Grantor's Property from and to certain points and places hereinafter described to permit the Licensee to construct, install, operate, maintain, repair, reinstall, replace, relocate, and remove therein a charging station facility (as herein defined).

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein, the parties hereby agree as follows:

1. Grant of License:

1.1 Grantor hereby grant(s) to Licensee, its successors, licensees and assigns, for value received, the right to construct, install, reconstruct, operate and maintain electric vehicle Charging Station Facilities, including, but not limited to, pads, charging facilities, electric and communication lines, poles, crossarms, wires, anchors, guys, conduits, cables, transformers, meters, appurtenant equipment and enclosures (collectively, "Charging Station Facilities") upon, over, under and across Grantor's Property.

Together with the right of access at all times to the Charging Station Facilities, the right to extend electric and communication lines by the most direct practical route from the main lines to any Charging Station Facilities on Grantor's Property, the right to trim, top, cut down and remove trees and/or shrubs adjacent to Charging Station Facilities to provide proper operating clearance, the right to make necessary openings and excavations for the purpose of examining, repairing, replacing, altering or expanding Charging Station Facilities provided that all openings or excavations shall be properly refilled and the property left in good and safe condition, and the right to place signs at Grantor's Property, near the Charging Station Facilities restricting use of parking spaces adjacent to the Charging Station Facilities to electric vehicles using or in line to use the charging facilities. No new buildings or structures are to be erected under or over Charging Station Facilities, and adequate horizontal clearances, with a five (5) foot minimum, must be maintained. Shrubbery, trees, fences, or other obstructions shall not be

placed so close to any Charging Station Facilities that they would, in the sole judgment of the Company, hinder or obstruct operation or maintenance of said equipment.

2. LICENSE LOCATION:

2.1 Subject to the terms hereinafter described, the Charging Station Facilities are or are to be located at Grantor's Property in the location generally shown on the job print attached hereto as **Exhibit 1A and 1B.**

3. EFFECTIVE DATE AND TERMINATION:

3.1 This License Agreement shall take effect as of the date of this Agreement ("Effective Date") and shall terminate five (5) years from the Effective Date (the "Termination Date") unless otherwise earlier terminated or extended as provided for herein. On the first and each successive five (5) year anniversary of the Termination Date (the "Extension Termination Date"), the term shall be extended for an additional five (5) year period (the "Extension Period") unless otherwise terminated as provided for herein.

3.2 This Agreement shall terminate in whole or in part as to any portion or segment of the Charging Station Facilities upon the happening of any of the following events:

(1) By Licensee giving sixty (60) days prior written notice to Grantor of termination as to all or any part of its Charging Station Facilities together with complete removal by the Licensee of all or that part of the Licensee's Charging Station Facilities and restoration of Grantor's Property to the approval and satisfaction of Grantor.

(2) Subsequent written mutual agreement of the parties hereto.

(3) By Grantor at anytime giving six (6) months prior written notice to Licensee to remove all or any part of its Charging Station Facilities and restoration of Grantor's Property to the approval and satisfaction of Grantor.

4. NON-EXCLUSIVITY OF LICENSE:

4.1 The license permitted to the Licensee by the Grantor pursuant to this Agreement shall be non-exclusive and occupations of the Grantors Property by one or more cable, wire, pipeline or other facilities owned and/or operated by any other person(s), company(ies) or other entity(ies) may be permitted at the sole discretion of Grantor.

5. GRANTOR APPROVAL PROCESS:

5.1 Prior to any work of any character being performed at any locations which are the subject matter of this agreement, the Licensee shall submit to Grantor detailed plans indicating the scope and specifications of the work to be performed for review by Grantor's engineers or designee. Upon review of the plans, Grantor shall have the right, at its sole discretion, to approve, modify, and/or reject the proposed construction. Upon completion of the proposed construction, Grantor shall have the right to inspect the work in order to determine acceptance of construction and compliance with approved plans.

6. PERMITS:

6.1 The Licensee, at its sole cost and expense, shall secure and maintain in effect all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, reinstallation, replacement, relocation and/or removal of the Charging Station Facilities, including, without limitation, zoning, building, health, environmental or communication permits or licenses, and shall indemnify the Grantor against payment of the costs therefor and against any fines or penalties that may be levied for failure to procure or to cure violations thereof. The Grantor shall take any and all actions or steps necessary to cooperate with and assist the Licensee in securing any such permits and licenses.

7. SCOPE OF WORK: In addition to the construction of the Charging Station Facility as shown on Exhibits 1A and 1B, Licensee will replace the existing 300 kVA transformer at coordinate 46845/93129 servicing the property, with a 500 kVA transformer, and Grantor agrees that the new 500 kVA transformer is permitted by Easement Agreement dated April 23, 1976, and recorded among the Land Records of Wicomico County, at Liber 866, folio 885. The new 500 kVA transformer is to be installed prior to or with the installation of the Charging Station Facilities.

8. NON-DISTURBANCE/THIRD PARTY USERS:

8.1 Except as otherwise permitted in this Agreement, the Grantor shall not license, permit or authorize its agents, employees or contractors to disturb or interfere with Licensee's Charging Station Facilities or the Licensee's rights hereunder, nor shall the Grantor deny the Licensee access to the Licensee's Charging Station Facilities. It is expressly understood however, that Grantor has no control over unauthorized third-party users who are, or may be, occupying portions of the Grantor's Property. Under no circumstances, shall the Grantor be liable to the Licensee for unauthorized use of the Charging Station Facilities. The Grantor will cooperate with the Licensee, at the latter's expense, in any actions against third parties undertaken by the Licensee as a result of the unauthorized use of the Charging Station Facilities. All such activities by the Licensee shall be governed by and subject to the Licensee's indemnification of the Grantor pursuant to this Agreement.

9. LIABILITY/INDEMNITY:

9.1 The Licensee hereby assumes, releases and agrees to indemnify, defend, protect and save the Grantor harmless from and against any loss of and/or damage to the property of the Grantor, third parties or the Licensee's Charging Station Facilities and all loss and/or damage on account of injury to or death of any persons whomsoever (including employees and invitees of the parties hereto and all other persons), arising during the Planning and Design Phase, Maintenance and Operating Phase and/or the Installation and Construction Phase and throughout the term hereof, caused by or growing out of the plan, design, construction and installation, or subsequent operation, maintenance, repair, reinstallation, replacement, relocation or removal of the Licensee's Charging Station Facilities, or any part thereof, unless such loss and/or damage arises as a direct result of the negligence or willful misconduct of the Grantor.

9.2 Grantor shall not be liable to Licensee for consequential damages including, but not limited to any claim from any client, customer or patron for loss of revenue or services arising from any act or omission of Grantor.

9.3 The Licensee further assumes, releases and agrees to indemnify, defend, protect and save the Grantor harmless from and against any loss and/or damage to any property or facilities of any party (including the Grantor or the Licensee or any persons operating or using such facilities) arising from a fire, caused by or growing out of the presence, construction, maintenance, use, operation, repair, change relocation or subsequent removal of the Licensee's Charging Station Facilities or any part thereof; loss and/or damage being deemed to include cost and expense thereof (including reasonable legal fees and court costs) to the extent such loss and/or damages are not due to or arise from the negligence or willful misconduct of Grantor.

9.4 Grantor shall give Licensee prompt notice of any claims or actions against them for which Licensee may be required to indemnify Grantor under this Agreement. In addition to Licensee's liability for any loss that could be sustained by Grantor, Licensee shall be responsible for all litigation expense incurred by Grantor, if any, including but not limited to all attorneys' fees payable on a current basis.

10. LIENS:

10.1 Each party shall keep the other's facilities and property free of all liens which arise in any way from or as a result of its activities, and cause any which may arise to be discharged or released of record as provided in this article, and shall indemnify and hold the other harmless from any and all loss, costs, damages and expenses which the other may incur or suffer if such a lien is filed.

10.2 Nothing herein shall preclude the contest of the lien or contract or action upon which the same arose. Each party agrees to cooperate with the other in such contest.

10.3 Nothing in this Agreement shall be deemed to give, and the Grantor hereby expressly waives, any claims of ownership in and to any part or the whole of the Licensee's Charging Station Facilities unless otherwise elsewhere provided to the contrary. Furthermore, nothing herein shall be deemed to give, and the Licensee hereby expressly waives, any claims of ownership in and to any part or the whole of Grantor's real or personal property.

11. BREACH, REMEDIES:

11.1 The Licensee and the Grantor each agree that neither shall proceed against the other by litigation before the offending party has had written notice of and reasonable time to respond and cure such breach or defect; provided, however, neither party shall be required to give the other time to respond and cure if any such delay will cause irreparable harm.

11.2 Remedies available to each party for breach of this Agreement shall include: (1) litigation for specific performance; (2) litigation for injunction relief; (3) litigation for damages and costs. In no event will either Grantor or the Licensee be responsible to the other party for consequential damages.

11.3 Any waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any right or covenant herein or of any other matter subsequently occurring.

12. COVENANTS AND WARRANTIES:

12.1 Licensee and Grantor covenants and warrants, respectively, it has full right and authority to enter into this Agreement in accordance with the terms hereof, and that, by entering into and performing this Agreement, it is not in violation of its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is subject.

12.2 Licensee and Grantor covenants and warrants, respectively, that it, to the best of its knowledge, has no litigation or proceeding pending or threatened against it or its facilities that would threaten this Agreement, nor has it violated, to its knowledge, any rule, order or regulation issued by any applicable governmental authority which might adversely affect the other party's interest thereunder or right to make the agreements hereunder, or execute or perform this Agreement, and that the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action, that the signatories hereto are authorized to sign this Agreement.

13. RECORDINGS, TAXES AND OTHER CHARGES:

13.1 If Licensee chooses to record this Agreement, the Licensee shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of this Agreement and shall pay all costs of recording a release upon

termination. The Licensee further agrees that if it is determined by any state or local governmental authority that the sale, acquisition, license, grant, transfer or disposition of any part or portion of the property or rights herein described requires the payment of any tax (including sales or use tax) under any statute, regulation or rule, the Licensee shall pay the same, plus any penalty or interest hereon, directly to said taxing authority and shall hold the Grantor harmless therefrom. The Licensee shall pay all annual or periodic taxes levied or assessed upon the Licensee's Charging Station Facilities, or on account of their existence or use, and shall indemnify the Grantor against the payment thereof.

14. INDEPENDENT CONTRACTOR STATUS:

14.1 The Grantor exercises no control whatsoever over the employment, discharge, compensation of or services rendered by the Licensee's employees or contractors, and it is the intention of the parties that the Licensee shall be and remain an independent contractor and nothing herein shall be construed as inconsistent with that status or as creating or implying any partnership or joint venture between the Licensee and the Grantor.

15. SUCCESSION/ASSIGNABILITY:

15.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. This agreement is assignable by Grantor without the consent of Licensee. Licensee shall not assign this Agreement to any other entity or individual without the prior written consent of Grantor.

16. NOTICES:

16.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be addressed to:

The Licensee at: (one copy to each)

Delmarva Power & Light Company
2530 North Salisbury Blvd.
Salisbury, MD 21801
Attention: Manager of Real Estate
Email: Steven.Krup@ExelonCorp.com (not sufficient for notice purposes)

Exelon Corporation
701 Ninth Street NW, 9th Floor
Washington, DC 20068
Attn: Constance H. Pierce
Assistant General Counsel

The Grantor at: (one copy to each)

The City of Salisbury
ATTN: Mayor Jacob R. Day
125 N. Division Street
Room 304
Salisbury, MD 21801

or at such other addresses as may be designated in writing to the other party.

16.2 Unless otherwise provided herein, notices shall be sent by registered or certified U.S. mail, postage prepaid, and shall be deemed served or delivered to addressee, or its office, upon the date of return receipt acknowledgment or, if postal claim notice is given, on the date of its return marked "unclaimed", provided, however, that upon receipt of a returned notice marked "unclaimed", the sending party shall make reasonable effort to contact and notify the other party by telephone.

17. LEGAL FORUM:

17.1 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Maryland.

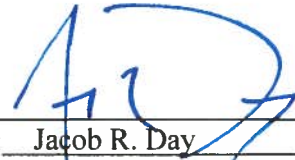
17.2 This Agreement shall not be interpreted against either party for the reason that the final Agreement was prepared by them.

GRANTOR

ATTEST:

THE CITY OF SALISBURY




By: 
Name: Jacob R. Day
Title: Mayor

ATTEST: WITNESS:

LICENSEE



DELMARVA POWER & LIGHT COMPANY

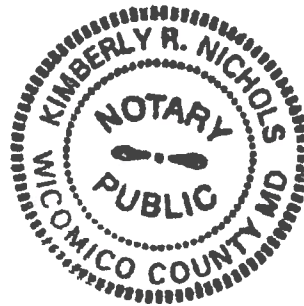
By: 
Name: STEVEN A. KRUP
Title: Manager Real Estate

STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of January, 2022, before me, a Notary Public in and for the State and County aforesaid, personally appeared Jacob R Day, who acknowledged himself to be the Mayor of the City of Salisbury, and that they, as such officer, being authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Kimberly R. Nichols
NOTARY PUBLIC
My Commission Expires: 3-5-22

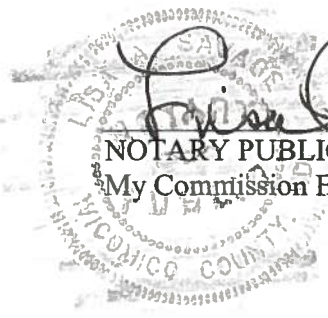


STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

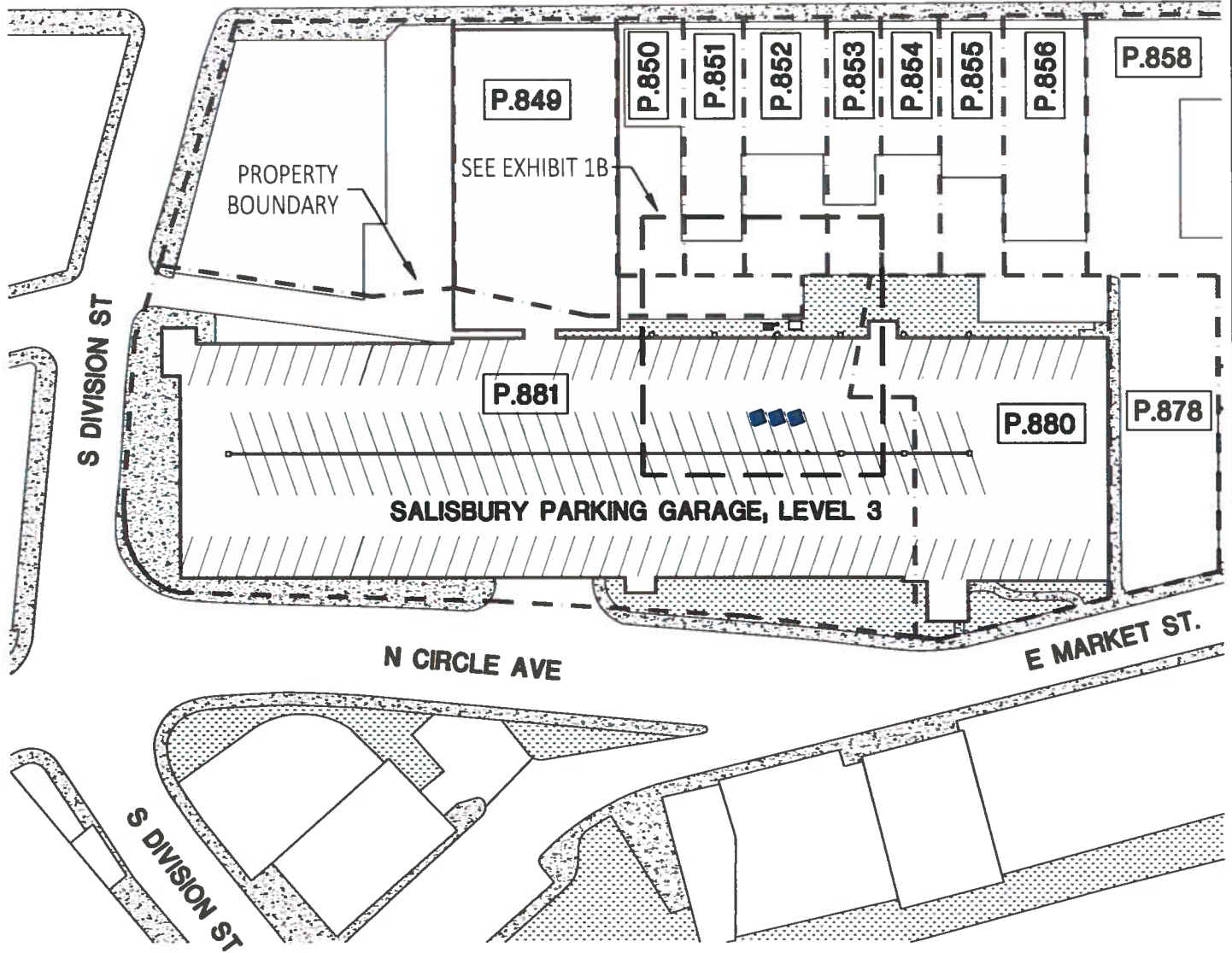
I HEREBY CERTIFY that on this 9th day of February, 2022, before me, a Notary Public in and for the State and County aforesaid, personally appeared Steven A. Krup, who acknowledged himself to be the Mgr. of RE. of Delmarva Power & Light Company, and that they, as such officer, being authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Kimberly R. Nichols
NOTARY PUBLIC
My Commission Expires: 10-9-24



EAST MAIN STREET



DISCLAIMER:

THIS PLAN IS FOR GENERAL PRESENTATION PURPOSES ONLY, AND IS NOT INTENDED, NOR SHOULD BE USED, AS A SURVEY. THE BOUNDARY LINES SHOWN WERE OBTAINED USING THE MERLIN-MARYLAND ONLINE DATABASE. ACCURACY OF INFORMATION CANNOT BE GUARANTEED.

PLAN VIEW
NOT TO SCALE



LEGEND

- METER PEDESTAL & FOUNDATION
- WALL MOUNTED NOVACHARGE
- EXISTING TREES TO REMAIN
- GRASS
- CONCRETE

EXHIBIT 1A

101 E. MARKET STREET, SALISBURY, MD 21801
DPL PUBLIC CHARGING EQUIPMENT PLAN
□ LEVEL-2 WALL MOUNTED EVSE



**delmarva
power**

Newark, DE - An Exelon Company

SCALE : NONE

SALISBURY
PARKING GARAGE

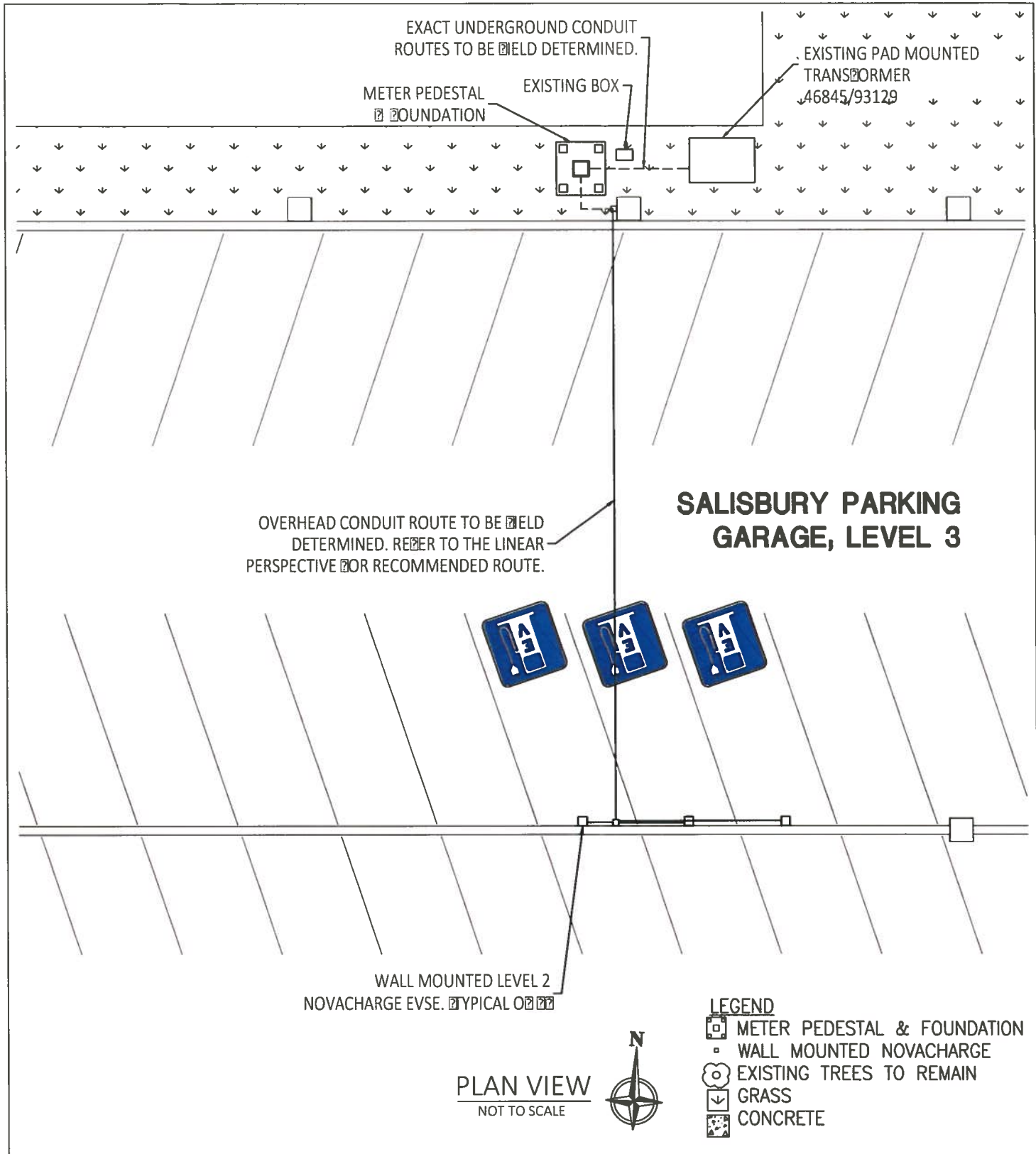


EXHIBIT 1B

101 E. MARKET STREET, SALISBURY, MD 21802
 DPL PUBLIC CHARGING EQUIPMENT PLAN
 LEVEL-2 WALL MOUNTED EVSE



delmarva power

Newark, DE - An Exelon Company

SCALE : NONE

SALISBURY PARKING GARAGE

**RIGHT OF WAY AND LICENSE AGREEMENT
(EV Charging Station Facilities)**

THIS RIGHT OF WAY AND LICENSE AGREEMENT (“Agreement”) entered into this 24th day of January, 2022 between The City of Salisbury (hereinafter called "Grantor") and Delmarva Power & Light Company (hereinafter called "Licensee").

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of the property hereinafter described situated at 500 E. Main Street in the City of Salisbury, Wicomico County, Maryland, and identified as Map 0107, Grid 0017, Parcel 0930, and acquired from The Salisbury Realty Company, a corporation under the Laws of the State of Maryland, by Deed dated July 14, 1925, and recorded among the Land Records of Wicomico County in Liber 140, Folio 28 (“Grantor’s Property”); and

WHEREAS, the Licensee wishes to acquire the license or privilege, as hereinafter described, defined and limited, in, on, upon, over, under, across, along and through said Grantor’s Property from and to certain points and places hereinafter described to permit the Licensee to construct, install, operate, maintain, repair, reinstall, replace, relocate, and remove therein a charging station facility (as herein defined).

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein, the parties hereby agree as follows:

1. GRANT OF LICENSE:

1.1 Grantor hereby grant(s) to Licensee, its successors, licensees and assigns, for value received, the right to construct, install, reconstruct, operate and maintain electric vehicle Charging Station Facilities, including, but not limited to, pads, charging facilities, electric and communication lines, poles, crossarms, wires, anchors, guys, conduits, cables, transformers, meters, appurtenant equipment and enclosures (collectively, “Charging Station Facilities”) upon, over, under and across Grantor’s Property.

Together with the right of access at all times to the Charging Station Facilities, the right to extend electric and communication lines by the most direct practical route from the main lines to any Charging Station Facilities on Grantor’s Property, the right to trim, top, cut down and remove trees and/or shrubs adjacent to Charging Station Facilities to provide proper operating clearance, the right to make necessary openings and excavations for the purpose of examining, repairing, replacing, altering or expanding Charging Station Facilities provided that all openings or excavations shall be properly refilled and the property left in good and safe condition, and the right to place signs at Grantor’s Property, near the Charging Station Facilities restricting use of parking spaces adjacent to the Charging Station Facilities to electric vehicles using or in line to use the charging facilities. No new buildings or structures are to be erected under or over Charging Station Facilities, and adequate horizontal clearances, with a five (5) foot minimum, must be maintained. Shrubbery, trees, fences, or other obstructions shall not be

placed so close to any Charging Station Facilities that they would, in the sole judgment of the Company, hinder or obstruct operation or maintenance of said equipment.

2. LICENSE LOCATION:

2.1 Subject to the terms hereinafter described, the Charging Station Facilities are or are to be located at Grantor's Property in the location generally shown on the job print attached hereto as **Exhibit 1A and 1B.**

3. EFFECTIVE DATE AND TERMINATION:

3.1 This License Agreement shall take effect as of the date of this Agreement ("Effective Date") and shall terminate five (5) years from the Effective Date (the "Termination Date") unless otherwise earlier terminated or extended as provided for herein. On the first and each successive five (5) year anniversary of the Termination Date (the "Extension Termination Date"), the term shall be extended for an additional five (5) year period (the "Extension Period") unless otherwise terminated as provided for herein.

3.2 This Agreement shall terminate in whole or in part as to any portion or segment of the Charging Station Facilities upon the happening of any of the following events:

(1) By Licensee giving sixty (60) days prior written notice to Grantor of termination as to all or any part of its Charging Station Facilities together with complete removal by the Licensee of all or that part of the Licensee's Charging Station Facilities and restoration of Grantor's Property to the approval and satisfaction of Grantor.

(2) Subsequent written mutual agreement of the parties hereto.

(3) By Grantor at anytime giving six (6) months prior written notice to Licensee to remove all or any part of its Charging Station Facilities and restoration of Grantor's Property to the approval and satisfaction of Grantor.

4. NON-EXCLUSIVITY OF LICENSE:

4.1 The license permitted to the Licensee by the Grantor pursuant to this Agreement shall be non-exclusive and occupations of the Grantors Property by one or more cable, wire, pipeline or other facilities owned and/or operated by any other person(s), company(ies) or other entity(ies) may be permitted at the sole discretion of Grantor.

5. GRANTOR APPROVAL PROCESS:

5.1 Prior to any work of any character being performed at any locations which are the subject matter of this agreement, the Licensee shall submit to Grantor detailed plans indicating the scope and specifications of the work to be performed for review by Grantor's engineers or designee. Upon review of the plans, Grantor shall have the right, at its sole discretion, to approve, modify, and/or reject the proposed construction. Upon completion of the proposed construction, Grantor shall have the right to inspect the work in order to determine acceptance of construction and compliance with approved plans.

6. PERMITS:

6.1 The Licensee, at its sole cost and expense, shall secure and maintain in effect all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, reinstallation, replacement, relocation and/or removal of the Charging Station Facilities, including, without limitation, zoning, building, health, environmental or communication permits or licenses, and shall indemnify the Grantor against payment of the costs therefor and against any fines or penalties that may be levied for failure to procure or to cure violations thereof. The Grantor shall take any and all actions or steps necessary to cooperate with and assist the Licensee in securing any such permits and licenses.

7. SCOPE OF WORK:

7.1 Construction of the Charging Station Facility as shown on Exhibits 1A and 1B.

8. NON-DISTURBANCE/THIRD PARTY USERS:

8.1 Except as otherwise permitted in this Agreement, the Grantor shall not license, permit or authorize its agents, employees or contractors to disturb or interfere with Licensee's Charging Station Facilities or the Licensee's rights hereunder, nor shall the Grantor deny the Licensee access to the Licensee's Charging Station Facilities. It is expressly understood however, that Grantor has no control over unauthorized third-party users who are, or may be, occupying portions of the Grantor's Property. Under no circumstances, shall the Grantor be liable to the Licensee for unauthorized use of the Charging Station Facilities. The Grantor will cooperate with the Licensee, at the latter's expense, in any actions against third parties undertaken by the Licensee as a result of the unauthorized use of the Charging Station Facilities. All such activities by the Licensee shall be governed by and subject to the Licensee's indemnification of the Grantor pursuant to this Agreement.

9. LIABILITY/INDEMNITY:

9.1 The Licensee hereby assumes, releases and agrees to indemnify, defend, protect and save the Grantor harmless from and against any loss of and/or damage to the property of the Grantor, third parties or the Licensee's Charging Station Facilities and all loss and/or damage on account of injury to or death of any persons whomsoever (including employees and invitees of the parties hereto and all other persons), arising during the Planning and Design Phase, Maintenance and Operating Phase and/or the Installation and Construction Phase and throughout the term hereof, caused by or growing out of the plan, design, construction and installation, or subsequent operation, maintenance, repair, reinstallation, replacement, relocation or removal of the Licensee's Charging Station Facilities, or any part thereof, unless such loss and/or damage arises as a direct result of the negligence or willful misconduct of the Grantor.

9.2 Grantor shall not be liable to Licensee for consequential damages including, but not limited to any claim from any client, customer or patron for loss of revenue or services arising from any act or omission of Grantor.

9.3 The Licensee further assumes, releases and agrees to indemnify, defend, protect and save the Grantor harmless from and against any loss and/or damage to any property or facilities of any party (including the Grantor or the Licensee or any persons operating or using such facilities) arising from a fire, caused by or growing out of the presence, construction, maintenance, use, operation, repair, change relocation or subsequent removal of the Licensee's Charging Station Facilities or any part thereof; loss and/or damage being deemed to include cost and expense thereof (including reasonable legal fees and court costs) to the extent such loss and/or damages are not due to or arise from the negligence or willful misconduct of Grantor.

9.4 Grantor shall give Licensee prompt notice of any claims or actions against them for which Licensee may be required to indemnify Grantor under this Agreement. In addition to Licensee's liability for any loss that could be sustained by Grantor, Licensee shall be responsible for all litigation expense incurred by Grantor, if any, including but not limited to all attorneys' fees payable on a current basis.

10. LIENS:

10.1 Each party shall keep the other's facilities and property free of all liens which arise in any way from or as a result of its activities, and cause any which may arise to be discharged or released of record as provided in this article, and shall indemnify and hold the other harmless from any and all loss, costs, damages and expenses which the other may incur or suffer if such a lien is filed.

10.2 Nothing herein shall preclude the contest of the lien or contract or action upon which the same arose. Each party agrees to cooperate with the other in such contest.

10.3 Nothing in this Agreement shall be deemed to give, and the Grantor hereby expressly waives, any claims of ownership in and to any part or the whole of the

Licensee's Charging Station Facilities unless otherwise elsewhere provided to the contrary. Furthermore, nothing herein shall be deemed to give, and the Licensee hereby expressly waives, any claims of ownership in and to any part or the whole of Grantor's real or personal property.

11. BREACH, REMEDIES:

11.1 The Licensee and the Grantor each agree that neither shall proceed against the other by litigation before the offending party has had written notice of and reasonable time to respond and cure such breach or defect; provided, however, neither party shall be required to give the other time to respond and cure if any such delay will cause irreparable harm.

11.2 Remedies available to each party for breach of this Agreement shall include: (1) litigation for specific performance; (2) litigation for injunction relief; (3) litigation for damages and costs. In no event will either Grantor or the Licensee be responsible to the other party for consequential damages.

11.3 Any waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any right or covenant herein or of any other matter subsequently occurring.

12. COVENANTS AND WARRANTIES:

12.1 Licensee and Grantor covenants and warrants, respectively, it has full right and authority to enter into this Agreement in accordance with the terms hereof, and that, by entering into and performing this Agreement, it is not in violation of its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is subject.

12.2 Licensee and Grantor covenants and warrants, respectively, that it, to the best of its knowledge, has no litigation or proceeding pending or threatened against it or its facilities that would threaten this Agreement, nor has it violated, to its knowledge, any rule, order or regulation issued by any applicable governmental authority which might adversely affect the other party's interest thereunder or right to make the agreements hereunder, or execute or perform this Agreement, and that the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action, that the signatories hereto are authorized to sign this Agreement.

13. RECORDINGS, TAXES AND OTHER CHARGES:

13.1 If Licensee chooses to record this Agreement, the Licensee shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of this Agreement and shall pay all costs of recording a release upon termination. The Licensee further agrees that if it is determined by any state or local governmental authority that the sale, acquisition, license, grant, transfer or disposition of any part

or portion of the property or rights herein described requires the payment of any tax (including sales or use tax) under any statute, regulation or rule, the Licensee shall pay the same, plus any penalty or interest hereon, directly to said taxing authority and shall hold the Grantor harmless therefrom. The Licensee shall pay all annual or periodic taxes levied or assessed upon the Licensee's Charging Station Facilities, or on account of their existence or use, and shall indemnify the Grantor against the payment thereof.

14. INDEPENDENT CONTRACTOR STATUS:

14.1 The Grantor exercises no control whatsoever over the employment, discharge, compensation of or services rendered by the Licensee's employees or contractors, and it is the intention of the parties that the Licensee shall be and remain an independent contractor and nothing herein shall be construed as inconsistent with that status or as creating or implying any partnership or joint venture between the Licensee and the Grantor.

15. SUCCESSION/ASSIGNABILITY:

15.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. This agreement is assignable by Grantor without the consent of Licensee. Licensee shall not assign this Agreement to any other entity or individual without the prior written consent of Grantor.

16. NOTICES:

16.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be addressed to:

The Licensee at: (one copy to each)

Delmarva Power & Light Company
2530 North Salisbury Blvd.
Salisbury, MD 21801
Attention: Manager of Real Estate
Email: Steven.Krup@ExelonCorp.com (not sufficient for notice purposes)

Exelon Corporation
701 Ninth Street NW, 9th Floor
Washington, DC 20068
Attn: Constance H. Pierce
Assistant General Counsel

The Grantor at: (one copy to each)

The City of Salisbury
ATTN: Mayor Jacob R. Day
125 N. Division Street
Room 304
Salisbury, MD 21801

or at such other addresses as may be designated in writing to the other party.

16.2 Unless otherwise provided herein, notices shall be sent by registered or certified U.S. mail, postage prepaid, and shall be deemed served or delivered to addressee, or its office, upon the date of return receipt acknowledgment or, if postal claim notice is given, on the date of its return marked "unclaimed", provided, however, that upon receipt of a returned notice marked "unclaimed", the sending party shall make reasonable effort to contact and notify the other party by telephone.

17. LEGAL FORUM:

17.1 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Maryland.

17.2 This Agreement shall not be interpreted against either party for the reason that the final Agreement was prepared by them.

ATTEST:

Julie English

GRANTOR

THE CITY OF SALISBURY

By: [Signature]

Name: Jacob R. Day

Title: Mayor

LICENSEE

DELMARVA POWER & LIGHT COMPANY

By: [Signature]

Name: STEVEN A. KRUP

Title: Manager Real Estate

ATTEST: WITNESS:

[Signature]

STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of January, 2022, before me, a Notary Public in and for the State and County aforesaid, personally appeared Jacob R. Day, who acknowledged himself to be the Mayor of the City of Salisbury, and that they, as such officer, being authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Kimberly R. Nichols
NOTARY PUBLIC
My Commission Expires: 3-5-22

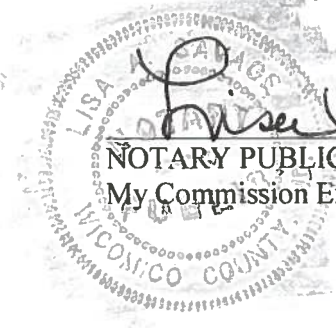


STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of February, 2022, before me, a Notary Public in and for the State and County aforesaid, personally appeared Steven A. Krup who acknowledged himself to be the Mgr. of P.E. of Delmarva Power & Light Company, and that they, as such officer, being authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Lisa A. Adams
NOTARY PUBLIC
My Commission Expires: 10-9-24



BEAVERDAM CREEK

SEE EXHIBIT (B)

P.930

PROPERTY
BOUNDARY LINE

S PARK DR

P.1853

P.1854

P.1855

P.1851

P.1852

DISCLAIMER:

THIS PLAN IS FOR GENERAL PRESENTATION PURPOSES ONLY, AND IS NOT INTENDED, NOR SHOULD BE USED, AS A SURVEY. THE BOUNDARY LINES SHOWN WERE OBTAINED USING THE MERLIN-MARYLAND ONLINE DATABASE. ACCURACY OF INFORMATION CANNOT BE GUARANTEED.

PLAN VIEW



LEGEND

-  GRASS
-  CONCRETE

EXHIBIT 1A

500 E MAIN ST., SALISBURY MD 21801
DPL PUBLIC CHARGING EQUIPMENT PLAN
2 LEVEL-2 EVSE



**delmarva
power**

Newark, DE - An Exelon Company

SCALE : NONE

SOUTH PARK DRIVE
PUBLIC PARK

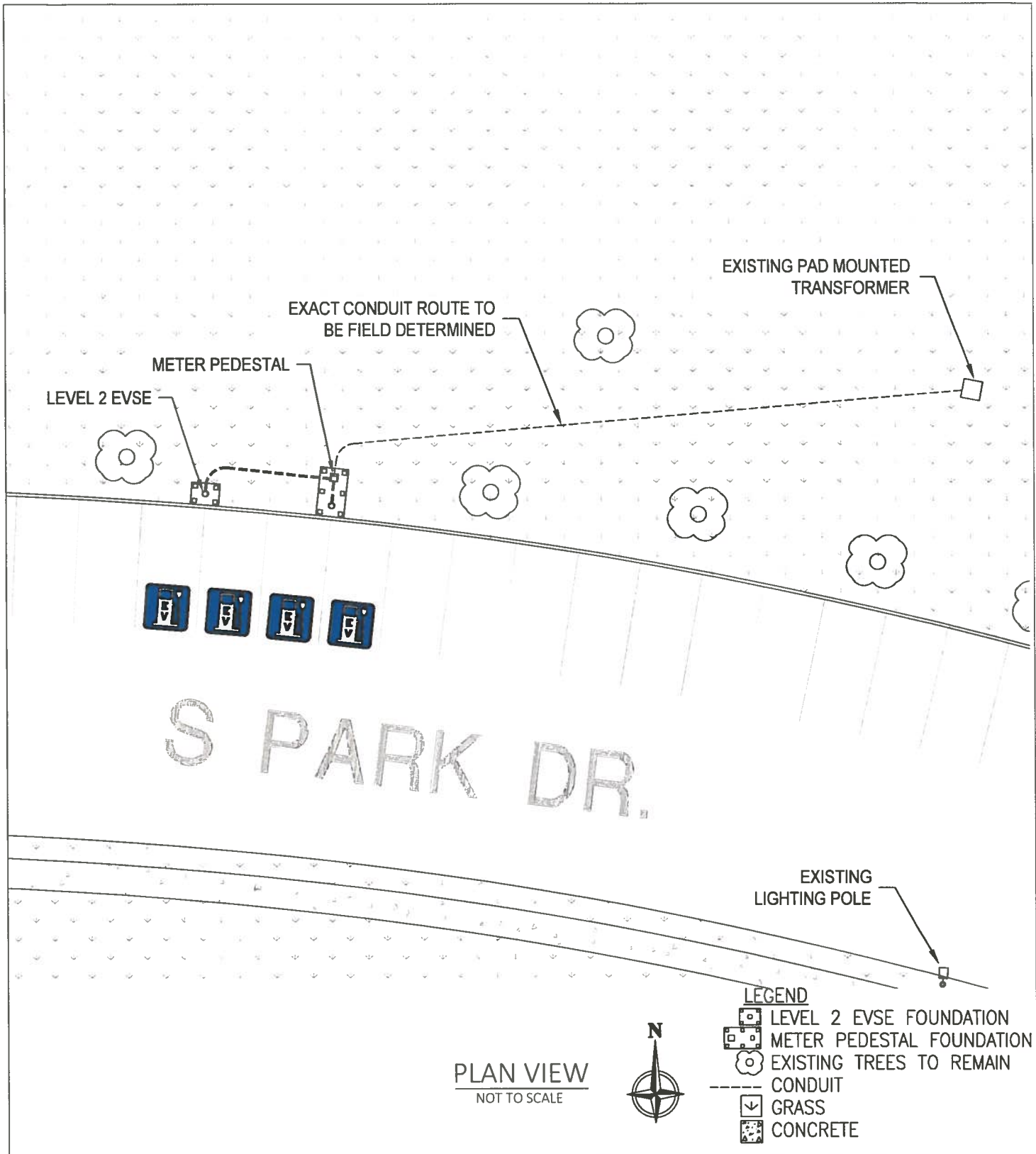


EXHIBIT 1B

500 E MAIN ST., SALISBURY MD 21801
 DPL PUBLIC CHARGING EQUIPMENT PLAN
 2 LEVEL-2 EVSE



SCALE : NONE
 SOUTH PARK DRIVE
 PUBLIC PARK