

**CITY OF SALISBURY
RESOLUTION NO. 1678**

A RESOLUTION of the Council of the City of Salisbury, Maryland authorizing payment of \$3,382.00 for a permanent and temporary easement for the installation and maintenance of public utilities.

WHEREAS, the Mayor and Council of the City of Salisbury has determined that it is in the best interest of the citizens of the City to connect its municipal water supply with the City of Fruitland water supply.

WHEREAS, the City of Salisbury must acquire a permanent and temporary easements as described in Exhibit "A" attached hereto, for the construction and maintenance of a twelve inch (12") water main to connect the two water supplies; and

WHEREAS, the property owner will grant said easements for the sum of \$3,382.00; and

WHEREAS, the Public Works Department has determined that \$3,382.00 is a fair and reasonable price for said easements; and

WHEREAS, the Mayor and Council of City of Salisbury authorize the payment of \$3,382.00 for the purchase of said easements.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT the Director of Internal Services is authorized to issue payment in the amount of \$3,382.00 for utility easements described in the attached Exhibit "A".

The above Resolution was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this _____ day of July, 2008.

Brenda J. Colegrove,
City Clerk

Louise Smith,
Council President

APPROVED BY ME this _____ day of
_____ 2008.

Barrie P. Tilghman,
Mayor of the City of Salisbury

30303-1017.DE 4/3/08

THIS DEED OF PERMANENT AND TEMPORARY EASEMENT this ____ day of _____, 2008, by LINDA ANN PEPPER, of Wicomico County, State of Maryland, (hereinafter referred to as "Grantor") and the CITY OF SALISBURY, a municipal corporation of the State of Maryland, (hereinafter referred to as "Grantee"), witnesseth:

NOW, THEREFORE, IN CONSIDERATION of the sum of Three Thousand Three Hundred Eighty-Two Dollars (\$3,382.00) and for good, valuable and sufficient considerations in hand paid, receipt of which is hereby acknowledged, the said Grantor, being the owner of a certain parcel of land identified as that parcel situate, lying and being in Fruitland Election District, Wicomico County, State of Maryland, and being more particularly described in a deed from Mary Edna Davis to Linda Ann Pepper, dated April 5, 2007, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 2771, Folio 412, does hereby grant and convey unto the Grantee, its successors and assigns, a permanent and perpetual, exclusive easement for the installation, erection, construction, operation, maintenance, repair and replacement of public utilities, specifically including a water pipe and related facilities, and associated equipment, in, through, and under those portions of the real property of the Grantor, located in Fruitland Election District, Wicomico County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a metal culvert on the Northwest side of South Division Street; thence (1) North 45 degrees 35 minutes 36 seconds West for a distance of 15 feet, more or less; thence (2) North 38 degrees 25 minutes 53 seconds East for a distance of 381.59 feet; thence (3) South 68 degrees 19 minutes 45 seconds East for a distance of 15 feet, more or less; thence (4) South 38 degrees 25 minutes 53 seconds West by and with the Northwesterly line of South Division Street for a distance of 391.74 feet to the place of beginning, containing 5,830 square feet; and being shown and designated as a Fifteen foot (15') City of Salisbury Utility Easement on a plat entitled "Pepper Easement Plat," dated January 23, 2008, attached hereto as Exhibit "A".

GRANTOR grants and conveys unto the Grantee, its successors and assigns, a temporary construction easement for the installation and construction of public utilities, specifically including

Grantor upon completion of construction.

TOGETHER WITH the rights of ingress, egress and regress over the property of the Grantor for the purposes of necessary construction, repair, maintenance and inspection and/or removal of utilities, provided, however, that Grantee shall restore the surface of Grantor's property to its original condition upon completion of the said construction, repair, inspection and/or removal.

PROVIDED, that the permanent easement granted herein shall be exclusive so that no other utilities or improvements may be placed within the said easement area or any portion thereof without the written permission of the aforesaid Grantee;

AND Grantor further covenants with Grantee that they will not construct any structural improvements, plant trees, shrubs or place any landscaping other than grass in or on the easement area, or in the air rights over the easement hereby conveyed, without the prior written consent of the Grantee, provided that this shall not prevent Grantor from maintaining, repairing, improving or replacing the paved surface presently over the easement area;

AND FURTHER PROVIDED, that the Grantee, its agents and employees, contractors, successors and assigns, shall, as soon as practical after construction of facilities in the easement and all subsequent alterations and repairs thereto, restore all property of the Grantor to substantially the same condition as existed prior to such conveyance, construction or maintenance, and this covenant runs with the land.

TO HAVE AND TO HOLD the above described easement unto the City of Salisbury, its successors and assigns, forever.

REFERENCE to the aforesaid said deeds and to the references contained therein, is hereby made for a more particular description of the easement hereby conveyed or for any other purpose, to the same extent as if more fully set forth.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

ATTEST:

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STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2008, before me, a Notary Public, personally appeared LINDA ANN PEPPER, who acknowledged the foregoing deed of easement to be her act and deed.

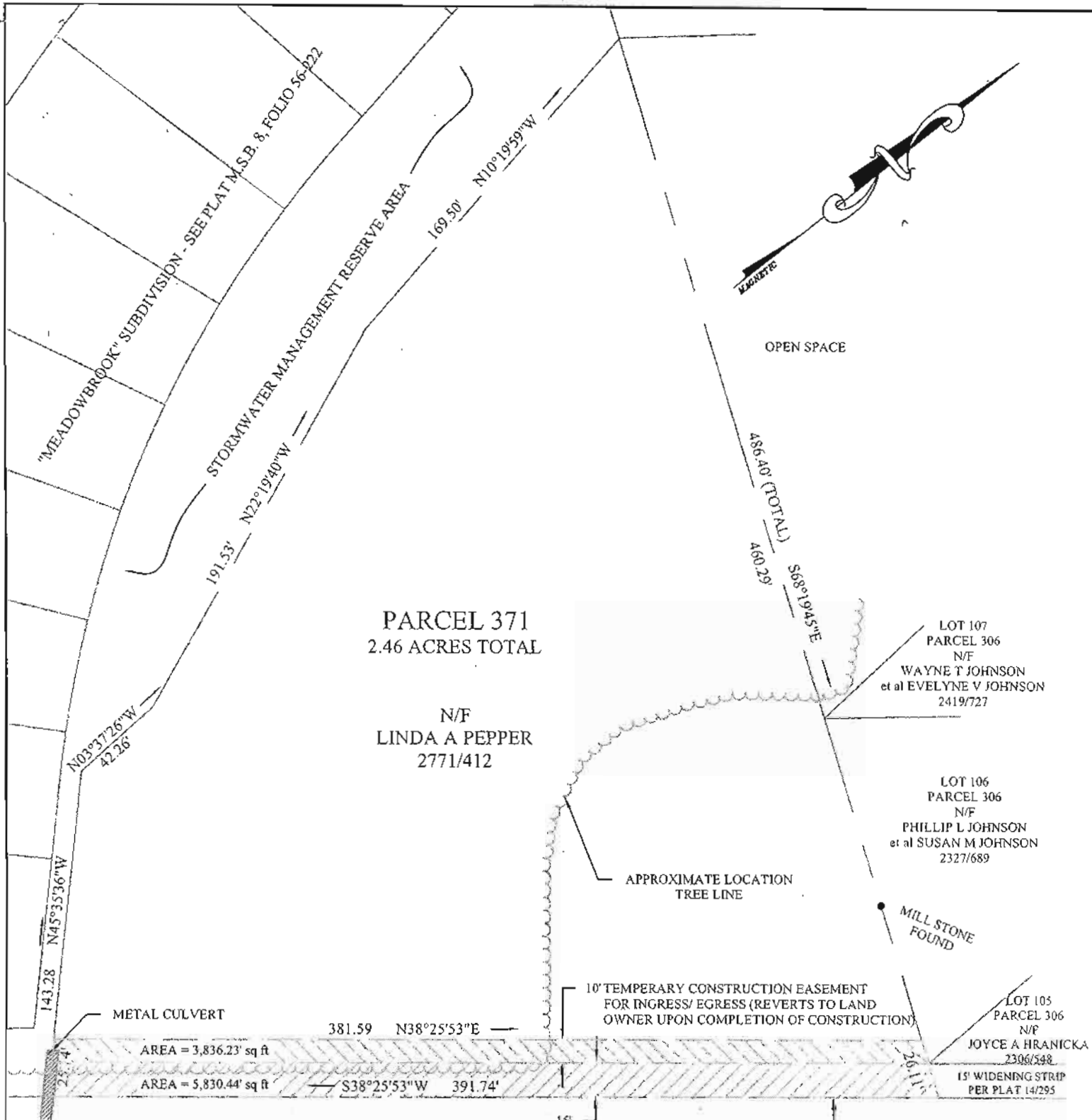
AS WITNESS my hand and seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

Paul D. Wilber, Esquire



PARCEL 371
2.46 ACRES TOTAL

N/F
LINDA A PEPPER
2771/412

LOT 107
PARCEL 306
N/F
WAYNE T JOHNSON
et al EVELYNE V JOHNSON
2419/727

LOT 106
PARCEL 306
N/F
PHILLIP L JOHNSON
et al SUSAN M JOHNSON
2327/689

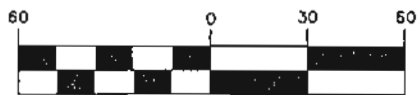
LOT 105
PARCEL 306
N/F
JOYCE A HRANICKA
2306/548
15' WIDENING STRIP
PER PLAT 14/295

METAL CULVERT

AREA = 3,836.23' sq ft

AREA = 5,830.44' sq ft

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

SOUTH DIVISION STREET



CITY OF SALISBURY
DEPT. OF PUBLIC WORKS

PEPPER EASEMENT
- 7 -
PLAT

DWG. NO.	DCA08031
DATE:	1-23-08
SCALE:	1" = 60'
REVISED:	MRP
SHEET	1 OF 1