

RESOLUTION NO. 1953  
AS AMENDED ON AUGUST 9, 2010

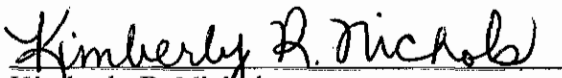
A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND  
TO APPROVE A LICENSE AGREEMENT FOR PARKING ON A THIRTY (30)  
FOOT CITY UTILITY EASEMENT BY THE TABERNACLE OF PRAYER FOR ALL  
PEOPLE OF THE EASTERN SHORE, INC.

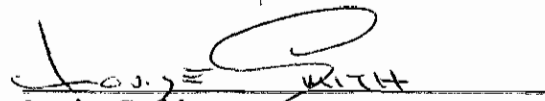
WHEREAS, the Mayor and City Council of the City of Salisbury desire to adopt a  
Resolution which will permit parking by the Tabernacle of Prayer for All People of the Eastern  
Shore, Inc. on a thirty (30) foot City of Salisbury Utility Easement located at 143 Mitchell Road,  
Salisbury, Maryland in order to permit the Church sufficient additional parking to renovate and  
expand its existing building.

NOW, THEREFORE, BE IT RESOLVED, that the City of Salisbury does hereby  
approve the License Agreement attached hereto, which permits the Tabernacle of Prayer for All  
People of the Eastern Shore, Inc. to install and maintain twenty-three (23) parking spaces over a  
thirty (30) foot Utility Easement located at 143 Mitchell Road, Salisbury, Maryland.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
Council of the City of Salisbury, Maryland held on the 9<sup>th</sup> day of August, 2010 and is to become  
effective immediately upon adoption.

ATTEST:

  
\_\_\_\_\_  
Kimberly R. Nichols  
ASSISTANT CITY CLERK

  
\_\_\_\_\_  
Louise Smith  
PRESIDENT, CITY COUNCIL

APPROVED BY ME THIS

13<sup>th</sup> day of August, 2010

  
\_\_\_\_\_  
James Veton, Jr.  
MAYOR

30303-1150.EA 8/18/10

**THIS LICENSE AGREEMENT** made this 3<sup>rd</sup> day of MARCH, 2011, by THE TABERNACLE OF PRAYER FOR ALL PEOPLE OF THE EASTERN SHORE, INC., a religious corporation of the State of Maryland (hereinafter referred to as "Church") and the CITY OF SALISBURY, a municipal corporation of the State of Maryland, (hereinafter referred to as "City").

### RECITALS

WHEREAS, Church is the owner of a property located at 143 Mitchell Road, Salisbury, Maryland, and is in the process of renovating and expanding its existing building and expanding its parking (hereinafter referred to as the "Project").

WHEREAS, Church has submitted its preliminary design plat to the Salisbury Department of Public Works; and

WHEREAS, in order to facilitate adequate parking for the Project, the Church is requesting the use of the area within the thirty foot (30') utility easement retained by the City in a deed from the City to the Church dated April 16, 1986, and recorded among the Land Records of Wicomico County, Maryland, in Liber A.J.S. No. 1063, Folio 560; and

WHEREAS, the City desires to continue to use its thirty foot (30') utility easement; and

WHEREAS, in order for the Church to expand its building, it will be necessary for the Church to install parking over the City's easement area.

NOW, THEREFORE, in consideration of mutual covenants and agreements, the City of Salisbury, a municipal corporation, its successors and assigns, does hereby grant and convey unto The Tabernacle of Prayer for All People of the Eastern Shore, Inc., a religious corporation of the State of Maryland, its successors and assigns, a license for the purpose of constructing and maintaining a parking lot extending from the Easternmost edge of Parsons Road in a Northeasterly direction, by and with the Southerly boundary of the Church's property for a uniform width of 30' ; said utility easement being more fully described in a deed from the City to

the Church dated April 16, 1986, and recorded among the Land Records of Wicomico County, Maryland, Liber A.J.S. No. 1063, Folio 560, as follows:

LAW OFFICES

WEBB, BURNETT  
CORNBrooks, WILBER,

VORHIS, DOUST  
& MASON, LLP

P. O. BOX 910

SALISBURY, MARYLAND

AREA CODE 410

TELEPHONE 742-3176

30303-1150.EA 8/18/10

1. The Church shall be permitted to install and maintain twenty-three (23) parking spaces over the thirty foot (30') easement, on the condition that the City can access the City infrastructure within the easement area, at any time, for construction, maintenance or repair, and any subsequent repairs to the parking area shall be the responsibility of the Church.
2. The Church understands the license is non-exclusive, and the parking lot is available for public use while visiting the adjacent City Park.
3. The Church will not permit the consumption of alcoholic beverages or the use of illegal drugs in the easement area.
4. The Church agrees not to disturb the surface of the soil to a depth greater than six inches (6") in the easement area.
5. The Church agrees to pay for any repair to the parking lot easement or utilities beneath the easement if the Church damages same during the construction of the parking lot or any other subsequent activity.
6. This License Agreement shall continue until terminated by the City for a municipal purpose upon sixty (60) days written notice to the Church. If terminated, parking spaces may need to be relocated and Church will hold City harmless on account of the need to relocate parking spaces or meet other zoning requirements.
7. This License Agreement shall be recorded among the Land Records of Wicomico County, Maryland.

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

ATTEST:

Etta N. Drury

THE TABERNACLE OF PRAYER FOR  
ALL PEOPLE OF THE EASTERN  
SHORE, INC.

Rosie Edwards (SEAL)

By: Rosie Edwards  
Pastor and Vice President  
of the Board of Directors

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CITY OF SALISBURY

*Aracida J. Colegrove*

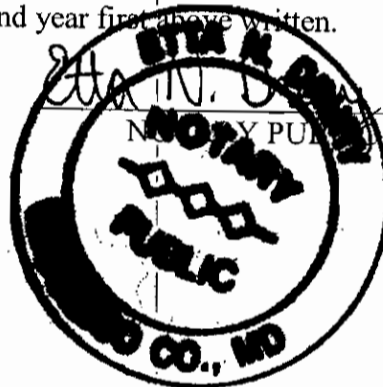
*James Ireton, Jr.* (SEAL)  
By: James Ireton, Jr., Mayor

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 22 day of February, 2011, before me, a Notary Public, personally appeared Rosie Edwards, as Pastor & Vice President of TABERNACLE OF PRAYER FOR ALL PEOPLE OF THE EASTERN SHORE, INC., who acknowledged the foregoing license agreement to be its act and deed.

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

My Commission Expires: 3/23/11



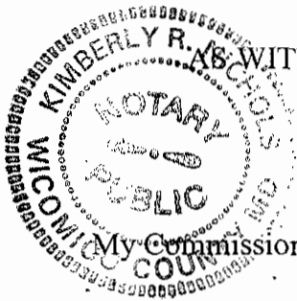
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STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 3<sup>rd</sup> day of March, 2011, before me, a Notary Public, personally appeared James Ireton, Jr., as Mayor of the CITY OF SALISBURY, who acknowledged the foregoing license agreement to be its act and deed.

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

Kimberly R. Nichols  
NOTARY PUBLIC



My Commission Expires: 10-18-13

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  
Paul D. Wilber, Esquire

