

AS AMENDED ON APRIL 27, 2015

**ORDINANCE 2330**

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND GRANTING A UTILITY EASEMENT TO DELMARVA POWER & LIGHT COMPANY ACROSS CITY OWNED PROPERTIES ON FITZWATER STREET AND DELAWARE AVENUE AND RIDGE ROAD IN SALISBURY, MARYLAND.

WHEREAS, the City of Salisbury owns wastewater pumping stations located on Fitzwater Street and Delaware Avenue and Ridge Road; and

WHEREAS, the City of Salisbury is performing upgrades at the aforementioned pumping stations; and

WHEREAS, the upgrades include new electric services from Delmarva Power which require the placement of new transformers on the City owned pumping station sites; and

a draft of which is KN

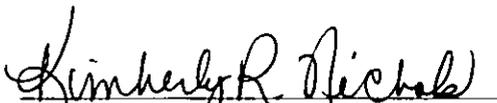
WHEREAS, Delmarva Power has requested that the City enter into a Utility Easement Agreement, attached hereto, that allows Delmarva Power the right to construct, operate and maintain the infrastructure in association with the new electric services at the pumping station properties.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the City of Salisbury allows Delmarva Power & Light Company to construct, operate and maintain infrastructure within the Delaware Avenue and Ridge Road pumping station properties and that the Mayor is authorized to execute the Utility Easement Agreements, attached hereto.

BE IT FURTHER ORDAINED that this ordinance shall take effect from 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 27 day of April, 2015, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the 11 day of May, 2015.

ATTEST

  
Kimberly R. Nichols, City Clerk

  
Laura Mitchell, Vice President  
Salisbury City Council

Approved by me this 18<sup>th</sup> day of May, 2015

  
James Creton, Jr. Mayor

Tax Parcel No.: 1114, Map 0111  
Wicomico County, Md.

Prepared By & Delmarva Power & Light Company  
Return To: Right- of-Way Department  
2530 N. Salisbury Blvd.  
Attn: Real Property  
Salisbury, MD 21801

#### UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between THE CITY OF SALISBURY, a Municipal Corporation of the State of Maryland, ("Grantor") and DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware and the Commonwealth of Virginia ("Delmarva"),

#### WITNESSETH:

WHEREAS, Grantor is the owner of land located in the State of Maryland, the County of Wicomico, which land abuts on Ridge Road, Salisbury, and is recorded in the Land Records for Wicomico County, Maryland in Liber 0344, Folio 0291.

For and in consideration of the payment by Delmarva of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Delmarva a perpetual easement and right of way and agrees as follows:

1. Delmarva shall have the right to install, operate, maintain, add to, extend, relocate and remove its ELECTRIC (X), GAS ( ), COMMUNICATION (X), and other appropriate facilities, and accessories and appurtenances thereto to extend Delmarva's systems and to provide services to Delmarva's service areas; including any other cables, conduits, fiber optic cables and wires on, over, under and across Grantor's land which may become necessary to provide such services as shown on Exhibit "A" attached hereto and made a part hereof and designated as a 700 +/- square feet Easement Area.
2. The facilities installed pursuant to this agreement shall remain the property of Delmarva and all maintenance, repairs and removals of said facilities shall be the responsibility of Delmarva.
3. Delmarva shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of Delmarva's facilities.
4. Delmarva shall have the rights of ingress, egress and regress to and over Grantor's land as necessary for the enjoyment of the rights granted herein.

5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement and shall not construct any structures or improvements over or under the utility facilities permitted by this Agreement, without written permission from Delmarva.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of Delmarva.
7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Delmarva shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
8. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and Delmarva and their respective heirs, personal representatives, administrators, successors and assigns.
9. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
10. Delmarva's utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits, upon written permission given by Grantor.
11. Delmarva shall restore the surface of Grantor's property to the condition it was prior to any disturbance caused by, and upon completion of, any installation, operation or maintenance of its facilities.

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

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Name: Patrick Sparr  
Title: Engineering Fieldman

AREA INTENTIONALLY LEFT BLANK

WITNESS our hands and seals the day and year aforesaid.

WITNESS:

THE CITY OF SALISBURY

Kimberly R. Nichols

By: [Signature] (SEAL)

Name: James Ireton, Jr.

Title: Mayor

STATE OF ~~COMMONWEALTH~~ OF Maryland  
COUNTY OF Wicomico

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) SS  
)

BE IT REMEMBERED, That on the 18<sup>th</sup> day of May, 2015, personally came before me, a notary public, the within named Grantor, James Ireton, Jr - Mayor party(ies) to this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

My commission expires: 5-16-18

[Signature]  
Notary Public

Seal/Stamp Here  
Notary



Print Name: Diane C Nelson



Tax Parcel No.: 1191, Map 0106  
Wicomico County, Md.

Prepared By & Return To: Delmarva Power & Light Company  
Right-of-Way Department  
2530 N. Salisbury Blvd.  
Attn: Real Property  
Salisbury, MD 21801

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#### WITNESSETH:

WHEREAS, Grantor is the owner of land located in the State of Maryland, the County of Wicomico, which land abuts on Delaware Avenue, Salisbury, and is recorded in the Land Records for Wicomico County, Maryland in Liber 0325, Folio 0120.

For and in consideration of the payment by Delmarva of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Delmarva a perpetual easement and right of way and agrees as follows:

1. Delmarva shall have the right to install, operate, maintain, add to, extend, relocate and remove its ELECTRIC (X), GAS ( ), COMMUNICATION (X), and other appropriate facilities, and accessories and appurtenances thereto to extend Delmarva's systems and to provide services to Delmarva's service areas; including any other cables, conduits, fiber optic cables and wires on, over, under and across Grantor's land which may become necessary to provide such services as shown on Exhibit "A" attached hereto and made a part hereof and designated as a 525 +/- square feet Easement Area.
2. The facilities installed pursuant to this agreement shall remain the property of Delmarva and all maintenance, repairs and removals of said facilities shall be the responsibility of Delmarva.
3. Delmarva shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of Delmarva's facilities.
4. Delmarva shall have the rights of ingress, egress and regress to and over Grantor's land as necessary for the enjoyment of the rights granted herein.

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

---

Name: Patrick Sparr  
Title: Engineering Fieldman

AREA INTENTIONALLY LEFT BLANK

WITNESS our hands and seals the day and year aforesaid.

THE CITY OF SALISBURY

WITNESS:

Kimberly R. Rice

By James Ireton, Jr. (SEAL)

Name: James Ireton, Jr.

Title: Mayor

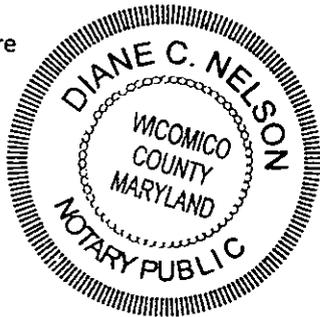
STATE OF COMMONWEALTH OF Maryland )  
 ) SS  
COUNTY OF Wicomico )

BE IT REMEMBERED, That on the 18<sup>th</sup> day of May, 2015, personally came before me, a notary public, the within named Grantor, James Ireton, Jr - Mayor party(ies) to this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

My commission expires: 5-16-18

Diane C Nelson  
Notary Public

Seal/Stamp Here  
Notary



Print Name: Diane C Nelson



# City of Salisbury



MARYLAND

JAMES IRETON, JR.  
MAYOR

M. THOMAS STEVENSON, JR.  
CITY ADMINISTRATOR

Salisbury



2010

125 NORTH DIVISION STREET  
SALISBURY, MARYLAND 21801

Tel: 410-548-3170

Fax: 410-548-3107

MICHAEL S. MOULDS, P.E.  
DIRECTOR OF PUBLIC WORKS

To: Thomas Stevenson, Jr., City Administrator  
From: Michael Moulds, P.E., Director of Public Works *M. Moulds*  
Date: March 11, 2015  
Re: Delmarva Power Easements – Northside and Southside Pumping Stations

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Salisbury Public Works is in the process of upgrading the Northside and Southside Pumping Stations. As part of the upgrade, a new electric service will be provided at each station and Delmarva Power will place a new transformer at each site. Northside Pumping Station is located on Delaware Avenue/Fitzwater Street and Southside Pumping Station is located on Ridge Road. The site plans showing the transformer locations are attached.

Delmarva Power prepared the attached Utility Easement Agreement for each pumping station. The agreement allows Delmarva Power to install and maintain the transformer equipment.

Unless you or the Mayor have further questions, please forward a copy of this memo, the ordinance, and the Utility Easement Agreement to the City Council.