

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2019 Legislative Session

Legislative Day No. 05

Resolution No. 50 - 2019

INTRODUCED BY: The President of the Council at the request of the County Executive

A RESOLUTION TO DECLARE WATER UTILITY EASEMENTS IN THE MORRIS MILL URBAN SERVICE DISTRICT AS SURPLUS, AND TO AUTHORIZE THE COUNTY EXECUTIVE TO TRANSFER THE EASEMENTS TO THE CITY OF FRUITLAND AND TO APPROVE TRANSFER OF SAID EASEMENTS FOR CONSIDERATION OF ONE DOLLAR (\$1.00).

WHEREAS, pursuant to Section 22-1(D)(2) of Chapter 22 entitled "Intergovernmental Transfer," the County Executive is authorized to submit to the County Council a request to transfer property to the City of Fruitland; and

WHEREAS, the Easements described in the Deed of Easement and Agreement attached hereto as Exhibit "A" are in the Fruitland Election District and contain water system infrastructure for the Morris Mill Urban Service District; and

WHEREAS, the County Executive requests the County Council declare these Easements as surplus, and authorize the transfer of these Easements to the City of Fruitland so that the City of Fruitland can access and maintain the water system infrastructure; and

WHEREAS, the County Executive requests that the County Council authorize the transfer of the above-described Easements to the City of Fruitland for One Dollar (\$1.00) consideration.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Wicomico County, Maryland, that:

1. The public Water Utility Easements in the Morris Mill Urban Service District set forth in the Deed of Easement and Agreement attached hereto as Exhibit "A" are declared surplus; and
2. The County Executive is authorized to transfer the water system infrastructure Easements for the Morris Mill Urban Service District to the City of Fruitland in consideration for One Dollar (\$1.00).

DONE at Salisbury, Maryland, this 5th day of March, 2019.

ATTEST:



Laura Hurley, Council Administrator

COUNTY COUNCIL OF
WICOMICO COUNTY, MARYLAND

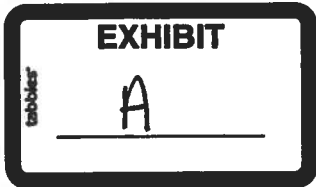


John T. Cannon, Council President

CERTIFICATION

THIS RESOLUTION WAS ADOPTED , ADOPTED WITH AMENDMENTS _____, FAILED _____, WITHDRAWN _____, BY THE COUNTY COUNCIL ON _____, 2019

CERTIFIED BY Laura Hurley
LAURA HURLEY, COUNCIL ADMINISTRATOR



THIS DEED OF EASEMENT AND AGREEMENT is made this _____ of, _____ 2018, by Wicomico County, Maryland ("County"), a body corporate and politic of the State of Maryland, and Wicomico County Urban Services Commission ("Commission"), an agency or instrumentality of the County, and the City of Fruitland ("City"), a municipal corporation of the State of Maryland (collectively referred to as the "Parties"), witnesseth:

WHEREAS, the County, Commission and City entered into a Basic Water and Sewer Service Agreement dated December 18, 2001; and

WHEREAS, the County, Commission and City entered into an Amendment to the Basic Water and Sewer Service Agreement on November 24, 2014, to provide water to the Morris Mill Road area; and

WHEREAS, the parties believe it is in the best interest of the parties to convey all right, title and interest of the County under the Deed of Easement dated October 23, 2014, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 3772, Folio 88 to the City;

NOW, THEREFORE, IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good, valuable and sufficient considerations, in hand paid, receipt of which is hereby acknowledged, the said Wicomico County, Maryland, a body corporate and politic of the State of Maryland does hereby grant and convey unto the City of Fruitland, a municipal corporation of the State of Maryland, its successors and assigns, permanent and perpetual utility easements and access easements for the sole and limited purpose of installing and maintaining a water tower and associated piping, valves, fittings, fire hydrants and other facilities and equipment to operate Grantee's public water distribution system. The real property subject to the easement areas is described as follows:

Item One: All that lot, tract or parcel of land situate, lying and being in the Fruitland Election District, Wicomico County, State of Maryland, and more particularly described as follows: Commencing at a concrete monument on the westerly side of Slab Bridge Road, being 30 feet in width, a southerly corner of the lands now or formerly of James B. Hobbs and a northerly corner of the lands of Alfred K. Glasgow and Joan L. Glasgow; thence South 59 degrees 36 minutes 30 seconds West, by and with the lands now or formerly of James B. Hobbs, a distance of 1,164.11 feet, to a concrete monument, The Point of Beginning; thence (1) North 59 degrees 36 minutes 30 seconds East, by and with the lands now or formerly of James B. Hobbs, a distance of 15.32 feet, to a point; thence (2) South 42 degrees 14 minutes 12 seconds East, crossing the lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 980.213 feet, to a point; thence (3) North 56 degrees 15 minutes 02 seconds East, crossing the lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 202.96 feet to a point; thence (4) North 57 degrees 31 minutes 39 seconds East, crossing the lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 313.89 feet, to a point; thence (5) North 53 degrees 07 minutes 20 seconds East,

crossing the lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 199.86 feet, to a point; thence (6) South 16 degrees 57 minutes 05 seconds East, by and with the southerly right of way of the U. S. Route 13 Bypass, a distance of 15.96 feet, to a point; thence (7) South 53 degrees 07 minutes 20 seconds West, by and with the northerly right of way of the U. S. Route 13 Bypass, a distance of 195.00 feet, to a point; thence (8) South 57 degrees 31 minutes 39 seconds West, by and with the northerly right of way of the U. S. Route 13 Bypass, a distance of 314.30 feet, to a point; thence (9) South 56 degrees 15 minutes 02 seconds West, by and with the northerly right of way of the U. S. Route 13 Bypass, a distance of 215.72 feet, to a point; and thence (10) North 42 degrees 14 minutes 12 seconds West, by and with Rowens Mill Subdivision, a distance of 996.20 feet, to the place of beginning, being more particularly shown and designated as Permanent Utility Easement "P1", containing 0.589 acres of land, more or less, as shown on Sheet V-100 of a Drawing entitled "Easement Survey," dated April 17, 2014, prepared by Atlantic Group & Associates, Inc., attached as Exhibit "A".

Item Two: All that lot, tract or parcel of land situate, lying and being in the Fruitland Election District, Wicomico County, State of Maryland, and more particularly described as follows: Commencing at a concrete monument on the westerly side of Slab Bridge Road, being 30 feet in width, a southerly corner of the lands now or formerly of James B. Hobbs and a northerly corner of the lands of Alfred K. Glasgow and Joan L. Glasgow; thence South 23 degrees 25 minutes 42 seconds East, by and with a Tie-Line a distance of 896.54 feet to a point, The Point of Beginning; thence (1) North 65 degrees 36 minutes 55 seconds East, crossing the lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 35.03 feet, to a point; thence (2) North 51 degrees 08 minutes 13 seconds East, crossing the lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 320.82 feet, to a point; thence (3) South 23 degrees 31 minutes 15 seconds East, by and with other lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 15.55 feet to a point; thence (4) South 51 degrees 08 minutes 13 seconds West, by and with the northerly right of way of the U. S. Route 13 Bypass, a distance of 366.82 feet, to a point; thence (5) North 4 degrees 34 minutes 06 seconds West, by and with the easterly right of way of Slab Bridge Road, being 30 feet in width, a distance of 28.75 feet, to the place of beginning, being more particularly shown and designated as Permanent Utility Easement "P2", containing 0.129 acres of land, more or less, as shown on Sheet V-100 of a Drawing entitled "Easement Survey," dated April 17, 2014, prepared by Atlantic Group & Associates, Inc. attached as Exhibit "A".

Item Three: All that lot, tract or parcel of land situate, lying and being in the Nutters Election District, Wicomico County, State of Maryland, and more particularly described as follows: Commencing at a concrete monument on the westerly side of Slab Bridge Road, being 30 feet in width, a southerly corner of the lands now or formerly of James B. Hobbs and a northerly corner of the lands of Alfred K. Glasgow and Joan L. Glasgow; thence South 23 degrees 25 minutes 42 seconds East, by and with a Tie-Line, a distance of 896.54 feet to a point; thence North 4 degrees 34 minutes 06 seconds West, by and with the easterly right of way of Slab Bridge Road, being 30 feet in width, a distance of 201.32 feet, to a point; thence along a curve to the left having a radius of 465.00 feet, a center angle of 04 degrees 54 minutes 24 seconds, by and with the easterly right of way of Slab Bridge Road, being 30 feet in width, an arc length of 39.82 feet and a chord which bears North 07 degrees 01 minutes 18 seconds West, a distance of 39.81 feet, to a point; thence North 86 degrees 45 minutes 56 seconds East, crossing the lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 138.30 feet, to a point; thence North 51 degrees 08 minutes 13 seconds East, crossing the lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 143.09 feet, to a point; The Point of Beginning; thence (1) North 51 degrees 08 minutes 13 seconds East, crossing the lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 71.39 feet, to a point; thence (2) South 58 degrees 57 minutes 38 seconds East, by and with other lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 152.48 feet, to a point; thence (3) South 45 degrees 30 minutes 34 seconds West, by and with the northerly right of way of the U. S. Route 13 Bypass, a distance of 1.35 feet, to a point; thence (4) South 51 degrees 08 minutes 13 seconds West, by and with the northerly right of way of the U. S. Route 13 Bypass, a distance of 161.77 feet, to a point; thence (5) North 23 degrees 31 minutes 15 seconds West, by and with other lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 148.62 feet, to the place of beginning, being more particularly shown and designated as Permanent Utility Easement Tank Site "P3", containing 0.386 acres of land, more or less, as shown on Sheet V-100 of a Drawing entitled "Easement Survey," dated April 17, 2014, prepared by Atlantic Group & Associates, Inc., attached as Exhibit "A".

Item Four: All that lot, tract or parcel of land situate, lying and being in the Nutters Election District, Wicomico County, State of Maryland, and more particularly described as follows: Commencing at the centerline radius point of the cul-de-sac of East Lake Drive, said right of way having a radius of 50 feet; thence South 16 degrees 26 minutes 12 seconds West, by and with a Tie-Line and then a line dividing lots 14 and 15A, a distance of 337.00 feet, to a point; thence South 60

degrees 08 minutes 31 seconds East, by and with a Tie-Line, a distance of 68.12 feet, to a point in the center of Morris Prong, The Point of Beginning; thence (1) by and with the center of Morris Prong using a Tie-Line bearing North 44 degrees 39 minutes 29 seconds East, a distance of 42.31 feet, to a point in the center of Morris Prong; thence (2) South 23 degrees 53 minutes 39 seconds West, crossing lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 1,706.27 feet, to a point; thence (3) South 45 degrees 30 minutes 34 seconds West, by and with the northerly right of way of the U. S. Route 13 Bypass, a distance of 1.31 feet, to a point; thence (4) North 58 degrees 57 minutes 38 seconds West, crossing lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 14.63 feet, to a point; thence (5) North 23 degrees 53 minutes 39 seconds East, crossing lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 1,666.10 feet, to the place of beginning, being more particularly shown and designated as Permanent Utility Easement "P4", containing 0.578 acres of land, more or less, as shown on Sheet V-101 of a Drawing entitled "Easement Survey," dated April 17, 2014, prepared by Atlantic Group & Associates, Inc., attached as Exhibit "A".

Item Five: All that lot, tract or parcel of land situate, lying and being in the Fruitland Election District, Wicomico County, State of Maryland, and more particularly described as follows: Commencing at a concrete monument of the westerly side of Slab Bridge Road, being 30 feet in width, a southerly corner of the lands now or formerly of James B. Hobbs and a northerly corner of the land of Alfred K. Glasgow and Joan L. Glasgow; thence South 59 degrees 36 minutes 30 seconds West, by and with the lands now or formerly of James B. Hobbs, a distance of 1,164.11 feet to a concrete monument, The Point of Beginning; thence (1) North 59 degrees 36 minutes 30 seconds East, by and with the lands now or formerly of James B. Hobbs, a distance of 15.32 feet, to a point; thence (2) North 59 degrees 36 minutes 30 seconds East, by and with the lands now or formerly of James B. Hobbs, a distance of 10.22 feet, to a point; thence (3) South 42 degrees 14 minutes 12 seconds East, crossing these lands, a distance of 969.41 feet, to a point; thence (4) North 56 degrees 15 minutes 02 seconds East, crossing these lands, a distance of 194.45 feet, to a point; thence (5) North 57 degrees 31 minutes 39 seconds East, crossing these lands, a distance of 313.62 feet, to a point; thence (6) North 53 degrees 07 minutes 20 seconds East, crossing these lands, a distance of 203.10 feet, to a point; thence (7) South 16 degrees 57 minutes 05 seconds East, by and with the southerly right of way of the U. S. Route 13 Bypass, a distance of 10.64 feet, to a point; thence (8) South 53 degrees 07 minutes 20 seconds West, by and with the northerly right of way of the U. S. Route 13 Bypass, a distance of 199.86 feet, to a point; thence (9) South 57 degrees 31 minutes 39 seconds West, by and with the northerly right of way of the U. S. Route 13 Bypass, a distance of 313.89 feet, to a point; thence (10) South 56 degrees 15 minutes 02 seconds West, by and with the northerly right of way of the U. S. Route 13 Bypass, a distance of 202.96 feet, to a point; thence (11) North 42 degrees 14 minutes 12 seconds West, by and with Rowens Mill Subdivision, a distance of 980.13 feet, to the place of beginning, being more particularly shown and designated as Temporary Construction Easement "T1", containing 0.388 acres of land, more or less, as shown on Sheet V-100 of a Drawing entitled "Easement Survey," dated April 17, 2014, prepared by Atlantic Group & Associates, Inc., attached as Exhibit "A".

Item Six: All that lot, tract or parcel of land situate, lying and being in the Fruitland Election District, Wicomico County, State of Maryland, and more particularly described as follows: Commencing at a concrete monument on the westerly side of Slab Bridge Road, being 30 feet in width, a southerly corner of the lands now or formerly of James B. Hobbs and a northerly corner of the lands of Alfred K. Glasgow and Joan L. Glasgow; thence South 23 degrees 25 minutes 42 seconds East, by and with a Tie-Line, a distance of 896.54 feet, to a point, The Point of Beginning; thence (1) North 4 degrees 34 minutes 06 seconds West, by and with the easterly right of way of Slab Bridge Road, being 30 feet in width, a distance of 201.32 feet, to a point; thence (2) along a curve to the left having a radius of 465.00 feet, a center angle of 04 degrees 54 minutes 24 seconds, by and with the easterly right of way of Slab Bridge Road, being 30 feet in width, an arc length of 39.82 feet and a chord which bears North 07 degrees 01 minutes 18 seconds West, a distance of 39.81 feet, to a point; thence (3) North 86 degrees 45 minutes 56 seconds East, crossing the lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 138.30 feet, to a point; thence (4) North 51 degrees 08 minutes 13 seconds East, crossing the lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 143.09 feet, to a point; thence (5) South 23 degrees 31 minutes 15 seconds East, by and with other lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 133.07 feet, to a point; thence (6) South 51 degrees 08 minutes 13 seconds West, crossing the lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 320.82 feet, to a point; thence (7) South 65 degrees 36 minutes 55 seconds West, crossing the lands of Alfred K. Glasgow and Joan L. Glasgow, a distance of 35.03 feet, to the place of beginning, being more particularly shown and designated as Temporary Construction Easement Staging Area "T2", containing 1.133 acres of land, more or less, as shown on Sheet V-100 of a Drawing entitled "Easement Survey," dated April 17, 2014, prepared by Atlantic Group & Associates, Inc., attached as Exhibit "A".

Item Seven: Blanket Access Easement for Parcels 4 and 308. Unless otherwise noted, access to utilities shall be gained over existing onsite roads. If existing onsite roads do not lead directly to utilities in platted easements requiring access for inspection and/or maintenance, it is understood that Grantee shall take the common and ordinary standard of care necessary to access said utilities.

SUBJECT, NEVERTHELESS to a covenant that Steven B. Glasgow and Alfred K. Glasgow, Personal Representatives of the Estate of Joan L. Glasgow will not construct or place or allow to be constructed or placed anything within the aforesaid easement that would prevent full utilization of said easement for the purposes hereinbefore set forth.

AND BEING the same easement conveyed unto Wicomico County, Maryland, by Steven B. Glasgow and Alfred K. Glasgow, Personal Representatives of the Estate of Joan L. Glasgow by Deed of Easement dated October 23, 2014, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 3772, Folio 88.

AND Grantee, its successors and assigns shall, as soon as practicable, after construction, repair, inspection and/or removal of the public water distribution system, restore the remaining lands of Glasgow to substantially the same condition as existed prior to such construction, repair, inspection and/or removal; except where such damage is not attributable to the actions of the Grantee, its employees or agents or its successors, assigns or employees or agents thereof.

AND Grantor and Grantee further covenant and agree that Grantor shall maintain ownership of the distribution system infrastructure until such time as the bonded indebtedness incurred for said distribution system infrastructure is paid in full. In that event, Grantor shall convey the water distribution system infrastructure to Grantee in consideration for One Dollar (\$1.00).

AND Grantor and Grantee further covenant and agree that Grantee shall repair and maintain the distribution system infrastructure so long as the water distribution infrastructure shall be in use as a part of the Grantor's Urban Service District or the Grantee's, or its successors and assigns, water system.

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

REFERENCE to the aforesaid deeds, plats and to proceeding deeds of the above property hereby conveyed, and to the references contained therein, is hereby made for a more definite description of the property hereby granted and conveyed or for any other purpose, to the same extent as if more fully set forth.

AS WITNESS our hands and seals the day and year first above written.

TEST/ATTEST

WICOMICO COUNTY, MARYLAND

By: _____ (SEAL)
Bob Culver, Executive

WICOMICO COUNTY URBAN
SERVICES COMMISSION

By: _____ (SEAL)
John T. Cannon, Chairman

Randy E. ...

CITY OF FRUITLAND

By: *Darlene Kerr* (SEAL)
Darlene Kerr, Council President

STATE OF _____, COUNTY OF _____:

I HEREBY CERTIFY that on this ____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the above State and County, personally appeared Bob Culver, Executive of Wicomico County, Maryland, who acknowledged to me that he or she executed the Deed of Easement and Agreement for the purposes contained in it.

AS WITNESS my hand and notarial seal.

Notary Public

My Commission Expires: _____

STATE OF _____, COUNTY OF _____:

I HEREBY CERTIFY that on this ____ day of _____, 2018, before me, the subscriber, a Notary Public in and for the above State and County, personally appeared John T. Cannon, Chairman, Wicomico County Urban Services Commission, who acknowledged to me that he or she executed the Deed of Easement and Agreement for the purposes contained in it.

AS WITNESS my hand and notarial seal.

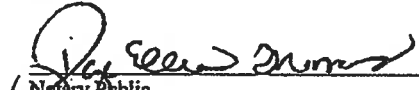
Notary Public

My Commission Expires: _____

STATE OF Maryland, COUNTY OF Worcester / Wicomico

I HEREBY CERTIFY that on this 10 day of July, 2018, before me, the subscriber, a Notary Public in and for the above State and County, personally appeared Darlene Kerr, Council President City of Fruitland, who acknowledged to me that he or she executed the Deed of Easement and Agreement for the purposes contained in it.

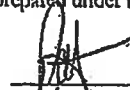
AS WITNESS my hand and notarial seal.



Notary Public

My Commission Expires: 10/9/2020

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

**FRUITLAND WATER TOWER
BILL OF SALE**

THIS BILL OF SALE dated the ____ day of _____, 2019, by and between Wicomico County, Maryland ("County"), a body corporate and politic of the State of Maryland, and Wicomico County Urban Services Commission ("Commission"), an agency or instrumentality of the County, and the City of Fruitland ("City"), a municipal corporation of the State of Maryland (collectively referred to as the "Parties");

WHEREAS, the Parties entered into a Basic Water and Sewer Service Agreement dated December 18, 2001; and

WHEREAS, the Parties entered into an Amendment to the Basic Water and Sewer Service Agreement on November 24, 2014 (the "Amendment") to provide water to the Morris Mill Road area; and

WHEREAS, pursuant to Paragraph 6 of the Amendment, County shall sell the water tower to the City for One Dollar (\$1.00); and

WHEREAS, the construction of the water tower is complete and the water project to the Morris Mill Road area is finished; and

WHEREAS, pursuant to Paragraph 6 of the Amendment, the City shall be responsible for all maintenance of the water tower and related structures; for making all repairs to the water tower and related structures; and for the maintenance upon the land upon which the water tower is located.

IN CONSIDERATION of One Dollar (\$1.00), receipt of which is hereby acknowledged, County, as the owner of all right, title and interest to the Slab Bridge elevated 500,000 gallon water storage tank, including the concrete foundation, the underground piping, the aboveground piping located within the water tower base, valves, electric and scada controls, sells and transfers to City, its successors and assigns, all of County's right, title and interest in the Slab Bridge elevated water storage tank and related infrastructure.

CITY accepts the Slab Bridge elevated storage tank and related infrastructure in its present condition without warranty or guaranty by the County.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale the day and year first above written.

TEST/ATTEST

WICOMICO COUNTY, MARYLAND

By: _____ (SEAL)
Bob Culver, Executive

WICOMICO COUNTY URBAN
SERVICES COMMISSION

By: _____ (SEAL)
John T. Cannon, Chairman

Renee Evers Jones
City Clerk

CITY OF FRUITLAND

By: *Darlene Kerr* (SEAL)
Darlene Kerr, Council President

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