

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2014 Legislative Session

Legislative Day No. 18

Resolution No. 135-2014

Introduced by: The President of the Council at the Request of the County Executive

A RESOLUTION APPROVING A DEED OF EASEMENT BETWEEN WICOMICO COUNTY, MARYLAND AND THE CITY OF SALISBURY, MARYLAND.

WHEREAS, the City of Salisbury, Maryland desires to provide water and sewer to Parcel 499 on Tax Map 39, owned by Choptank Electric Cooperative, Inc., located on the westerly side of Waiston Switch Road; and

WHEREAS, the City of Salisbury, Maryland has submitted a request to extend their existing water and sewer utilities through the County's right-of-way of Waiston Switch Road; and

WHEREAS, the County Executive recommends granting a Deed of Easement to the City of Salisbury, Maryland for the construction, operation and maintenance of water and sewer utilities to serve Parcel 499 on Tax Map 39.

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


1. The County Executive of Wicomico County, Maryland is authorized to execute a Deed of Easement for the construction, operation and maintenance of water and sewer utilities to serve Parcel 499, on Tax Map 39.
2. The Deed of Easement shall be in substantially the form attached hereto as Exhibit "A" and made a part hereof, and in such form the Deed of Easement is hereby approved as to form and content.

Done at Salisbury, Maryland, this 16th day of September, 2014.

ATTEST:

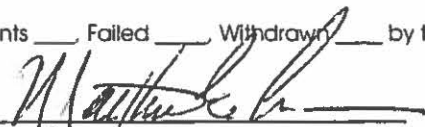

 Matthew E. Creamer
 Council Administrator

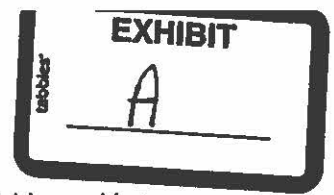
COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND


 Matt Holloway,
 Council President

CERTIFICATION

This Resolution was Adopted , Adopted with Amendments , Failed , Withdrawn by the County Council on September 16, 2014.

Certified by 
 Matthew E. Creamer, Council Administrator



THIS DEED OF EASEMENT, made this ____ day of September, 2014 by and between Wicomico County, Maryland, a body corporate and politic of the State of Maryland (hereinafter referred to as the "Grantor"), and the City of Salisbury, Maryland, a municipal corporation of the State of Maryland (hereinafter referred to as the "Grantee"), WITNESSETH:

That without any monetary consideration, the said Grantor does grant and convey unto the Grantee, its successors and assigns, in perpetuity, the right, privilege and authority to enter upon and construct, erect, extend, operate, replace, relocate, repair, and perpetually maintain a sanitary sewer and water main under and through the following described real estate, for the purpose of providing a sanitary sewer and water main on any part of said easement, including, the right to clean, repair, replace and care for said facilities and system, and the right to access the said easement for said purposes: ALL that tract or parcel of land, fifty-five (55) feet wide, situate, lying and being in the Salisbury Election District, Wicomico County, Maryland, within the right-of-way lines of Walston Switch Road, currently platted as a fifty-five (55) foot wide public right-of-way; the limits of said easement being more particularly described as follows: A strip of land being fifty-five (55) feet wide within the easterly and westerly right-of-way lines of the said Walston Switch Road, BEGINNING at the extension of the southerly line of a 20' Wide City of Salisbury Utility Easement as shown on a plat entitled, "Final Plat of the Lands of Choptank Electric Cooperative, Inc., Parsons Election District, Wicomico County, Maryland", prepared by Davis, Bowen & Friedel, Inc. and intended to be recorded among the Land Records of Wicomico County, Maryland; said beginning line lying four hundred fifty-eight and fifty-three one hundredths (458.53) feet northeast of the southeast corner of Parcel B as shown on said plat, thence running, in a northerly direction, within the right-of-way lines of said Walston Switch Road, currently platted as fifty-five (55) feet wide, for a distance of approximately four hundred fifty-nine (459) feet to a point; said point lying ten (10) feet northerly of said sanitary sewer main.

TOGETHER with the right of ingress and egress to said utility easement area at all times and the right to maintain said parcel of land at all times in such manner as, in Grantee's determination, appears necessary for the safe and proper operation and maintenance of said sanitary sewer main.

Grantee agrees to repair or pay for all damage to the Grantor's remaining lands arising from the installation and/or maintenance of the aforesaid area, except where such damage is not attributable to the actions of the Grantee, its employees or agents or its successors, assigns or the employees or agents thereof.

AND the Grantor does hereby covenant that it will execute such other and further assurances of the same as may be necessary and requisite.

AS WITNESS the hand and seal of Wicomico County the day and year first above written.

ATTEST:

WICOMICO COUNTY, MARYLAND

Wayne Strausburg
Administrative Director

_____(SEAL)
BY: Richard M. Pollitt, Jr.
County Executive

ATTEST:

CITY OF SALISBURY, MARYLAND

Kimberly R. Nichols
Clerk

_____(SEAL)
BY: James Ireton, Jr.
Mayor

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of September, 2014 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Richard M. Pollitt, Jr., who acknowledged himself to be the County Executive of Wicomico County, Maryland, and that he, as such County Executive, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the County by himself as County Executive and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange, or other transfer of all or substantially all of the property and assets of Wicomico County, Maryland.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of September 2014, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James Ireton, Jr., who acknowledged himself to be the Mayor of the City of Salisbury, Maryland, and that he, as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the City by himself as Mayor and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange, or other transfer of all or substantially all of the property and assets of the City of Salisbury, Maryland.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: