

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2020 LEGISLATIVE SESSION

LEGISLATIVE DAY NO. 02

RESOLUTION NO. 07-2020

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 DELMARVA POWER & LIGHT COMPANY FOR PROPERTY LOCATED ON THE EAST SIDE OF WALSTON SWITCH ROAD.

WHEREAS, pursuant to Chapter 22, entitled "County-owned property," the County Executive is authorized and empowered to grant a Deed of Easement over County property to Delmarva Power & Light Company; and

WHEREAS, approval of the County Council is required for the County to grant an easement on County property; and

WHEREAS, Delmarva Power & Light Company has a right-of-way for the transmission and distribution of electricity on land that is contiguous to County property, set forth in a right-of-way recorded in Liber No. 142, Folio 478; and

WHEREAS, Delmarva Power & Light Company has requested a Deed of Easement for the purpose of ingress and egress to its right-of-way; and

WHEREAS, the County Executive proposes that Wicomico County, Maryland grant said Deed of Easement to Delmarva Power & Light Company, attached as Exhibit A; and

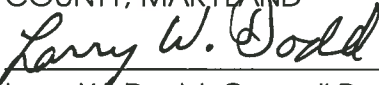
WHEREAS, the consideration amount shall be Two Thousand Six Hundred Thirteen Dollars (\$2,613.00).

NOW, THEREFORE, BE IT RESOLVED by the County Council of Wicomico County, Maryland, that the County Executive be, and is hereby, authorized to execute, on behalf of the County, a Deed of Easement, on the East side of Walston Switch Road, in substantially the same form as attached Exhibit "A," to Delmarva Power & Light Company, for the consideration of Two Thousand Six Hundred Thirteen Dollars (\$2,613.00).

Done at Salisbury, Maryland, this 21st day of January, 2020.

ATTEST:

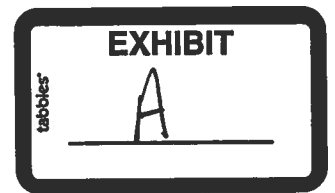
 (SEAL)
Laura Hurley, Council Administrator

COUNTY COUNCIL OF WICOMICO
COUNTY, MARYLAND
 (SEAL)
Larry W. Dodd, Council President

CERTIFICATION

This Resolution was Adopted , Adopted with Amendments _____, Failed _____, Withdrawn _____ by the County Council of Wicomico County, Maryland, on the _____ day of _____, 2020.


Laura Hurley, Council Administrator



DEED OF EASEMENT

This Deed of Easement made this _____ day of _____, 2019, by and between WICOMICO COUNTY, MARYLAND (the "Grantor") and DELMARVA POWER & LIGHT COMPANY ("Delmarva"), a State of Delaware and the Commonwealth of Virginia Corporation (the "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of lands located in the Wicomico County, State of Maryland, by certain deed dated December 24, 1999 and recorded in Liber 1727 Folio 729, of the Land Records of Wicomico County, Maryland ("Grantor's Land"); and

WHEREAS, Delmarva has a right of way for the transmission and distribution of electricity, with said right of way being identified in the Land Records of Wicomico County, Maryland as Liber 142, Folio 478 (Right of Way), on contiguous lands to Grantor's Land; and

WHEREAS, to improve access and drainage conditions to its transmission structures and reliably access the structures, Delmarva requests and Grantor agrees to allow Delmarva to construct a stoned access drive with drainage improvements and to create and establish an easement over and across portions of the Grantor's Land.

NOW, THEREFORE, in consideration of Two Thousand Six Hundred Thirteen Dollars (\$2,613.00), the receipt whereof is hereby acknowledged, the Grantors hereby grant and convey unto the Grantee its successors and assigns, forever, the following additional perpetual easements and rights;

FIRST: To place, construct, install, reconstruct, use, operate, patrol, inspect, maintain and repair, at will, at any time and from time to time, a stoned access drive with drainage improvements as the Grantee, its successors or assigns may, from time to time and at any time, desire, on, along and under the following described tract or parcel of land (hereinafter called the "Easement Area"):

Being a part Parcel Two of that parcel or tract of land which was conveyed to Wicomico County, Maryland by deed dated December 24, 1999 and recorded among the Land Records of Wicomico County, Maryland, in Liber 1727, Folio 729, and being more particularly described as follows:

BEGINNING for the same at an iron rod found on the eastern legal right of way line of County Road 126 – Walston Switch Road and also being at the common corner of the lands now or formerly of Choptank Electric Cooperative, Inc. (see 941/290) and the lands now or formerly of Wicomico County, Maryland (see 1727/729) as shown on that plat entitled "EASEMENT & RIGHT-OF-WAY ON THE LANDS OF WICOMICO COUNTY, MARYLAND" dated June 2019 prepared by McCormick Taylor attached hereto as Exhibit A.

Thence leaving the point of beginning so fixed, with all bearings of this description referred to the meridian of the Maryland coordinate system, and binding on the eastern legal right of way line of

County Road 126 – Walston Switch Road with the arc of a curve to the left, a distance of 51.68 feet, said curve having a radius 168.00 feet, and subtended by a chord bearing

1. North 02°17'12" East 51.49 feet to a point;

Thence leaving the eastern right of way of County Road 126 and running through the lands of Wicomico County, Maryland (see 1727/729) the two following courses & distances;

2. North 78°30'06" East 296.76 feet to a point;
3. South 11°34'29" East 50.00 feet to a point on the division line between the lands now or formerly of Wicomico County, Maryland (see 1727/729) and the lands now or formerly of Diana Lynn North Arvey et al. (see 3004/163, 2961/377, 1394/103 and 1289/202);

Thence binding on said division line,

4. South 78°30'06" West 309.09 feet to the place of beginning,

Containing an area of 15,079 square feet, more or less, as shown on the accompanying plat, "Exhibit A", attached hereto, and made a part hereof by this reference.

SECOND: At any and all times to clear, and keep clear, the Easement Area of trees, shrubbery, buildings and structures; and

THIRD: At any and all times to access the Easement Area to inspect, maintain and repair electric energy transmission and distribution facilities; and

FOURTH: To have ingress to and egress from said Easement Area and said adjoining land at any and all times for trucks, other vehicles and pedestrians to the extent reasonably necessary for the carrying on of the activities set forth in clauses FIRST, SECOND and THIRD, above;

FIFTH: Grantor retains the right to use and to grant other easements, licenses and/or to lease portions of the Easement Area to third parties, provided that such additional use(s) do not unreasonably interfere with Grantee's use and enjoyment of this Easement.

SIXTH: Grantee acknowledges and agrees that Grantor has made no representations or warranties, express or implied, regarding: (i) the physical condition of the Easement Area (including but not limited to the presence of hazardous materials and substances or other environmental conditions on or about the larger property on which the Easement Area is located); or (ii) the suitability of the Easement for the allowed use(s) of the Easement. Grantee further acknowledges and agrees that: (a) Grantee is experienced in land acquisition and development; (b) Grantee has conducted all necessary and appropriate inspections of the Easement Area; and (c) Grantee accepts the Easement Area and the surrounding real property in "AS-IS," "WHERE-IS," and "WITH ALL FAULTS" condition, and without any warranty, expressed or implied, of any sort from Grantor.

SEVENTH: To the fullest extent permitted by law, except to the extent caused by the negligence or willful misconduct of the Grantor, Grantee shall indemnify, protect, defend (with attorneys reasonably acceptable to Grantor) and hold harmless Grantor (including Grantor's directors, officers, partners, members, employees, agents, contractors, affiliates, representatives, successors and/or assigns) from and against any and all liabilities, losses, damages, costs, judgments, fines, demands, claims (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), whether

foreseeable or unforeseeable, arising directly or indirectly out of or related to: (a) the use of the Easement Area by Grantee and/or Grantee's agents, representatives, employees, contractors and/or invitees; (b) the design, construction and maintenance of any improvements installed by or behalf of Grantee on the Easement Area and (c) the negligent acts or omissions of Grantee or Grantee's employees, agents, representatives, contractors and/or invitees.

AND the Grantee, for itself, its successors and assigns, covenants and agrees with the Grantor, its successors and assigns, that upon the completion of any work done by the Grantee its successors or assigns on, over or in said Easement Area, the Grantee, its successors or assigns will restore the surface thereof, as nearly as reasonably practicable, to the condition existing prior to the commencement of such work, which restoration shall include the reseeded of areas previously planted to grass; provided, however, that such restoration obligation shall not require the replacement of any buildings, structures, trees or shrubbery or the reseeded of areas previously planted to harvest crops.

AND the Grantors hereby covenant that the Grantors will warrant specially the easements and rights hereby intended to be granted and conveyed, and will execute such further assurances of the same as may be requisite.

I hereby certify that this instrument was prepared by
Delmarva Power & Light Company, one of the
parties named herein.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF these presents have been duly executed and delivered.

Witness:

WICOMICO COUNTY, MARYLAND

By: _____

Name: _____

Title: _____

Witness:

DELMARVA POWER & LIGHT
COMPANY

By: _____

Name: _____

Title: _____

STATE OF _____, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2019, before me, the subscriber, a Notary Public for the State of _____, in and for the County aforesaid, personally appeared _____, who acknowledged execution of the foregoing Easement Acknowledgment for the purposes therein set forth.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

STATE OF _____, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself to be the _____ of DELMARVA POWER & LIGHT COMPANY, and he, as such _____, being authorized to do so, executed the foregoing Easement Acknowledgment for the purposes therein set forth.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires

Information for Recording

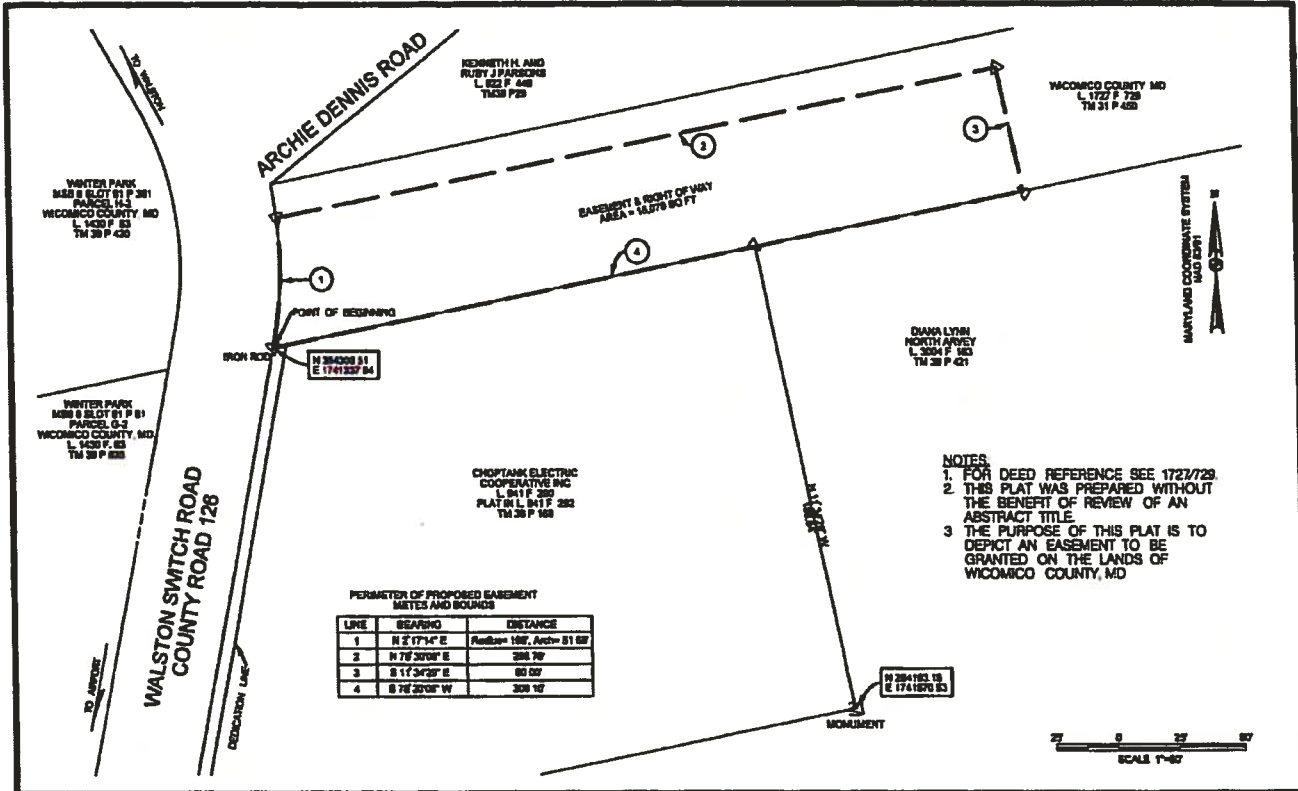
Parcel I.D. No.: Tax Map 31, Parcel 450
County Tax Account: 093201
Street Address of Parcel: Old Ocean City (Railroad Bed)
Parsonsburg, MD 21849

Names and Addresses of Parties to Instrument and Their Interest:

GRANTOR: Wicomico County, Maryland
P.O. Box 870
Salisbury, MD 21803-0870

GRANTEE: Delmarva Power & Light Company
701 Ninth Street, N.W.
Washington, DC 20068
Attn: Real Property Dept. Room 5607
Mr. Vernon D. Gibson

EXHIBIT
 A to
 Deed of Easement



	Revisions	WICOMICO COUNTY
		EASEMENT & RIGHT OF WAY ON THE LANDS OF WICOMICO COUNTY, MARYLAND
		EXHIBIT A
	SCALE: 1" = 50'	DATE: June 2019