

Wilmington, Delaware  
September 19, 2019

#4706

Sponsor:

Council  
Member  
Harlee

**WHEREAS**, pursuant to Wilmington Charter Section 8-205, the City may sell or exchange any real estate belonging to the City or grant any license, easement, right-of-way, or other interest over or in such real estate with authority by general ordinance and later resolution from Council to do so; and

**WHEREAS**, City Code Section 2-626 provides that the Department of Public Works shall have the authority to grant licenses, easements, and/or rights-of-way as shall be necessary for the construction, installation, maintenance, repair, operation, and inspection of utilities, subject to the approval of City Council by resolution; and

**WHEREAS**, the City desires to provide Delmarva Power & Light Company (“Delmarva”) with a certain utility easement over and across that certain portion of City-owned land known as Rodney Square, having an address of 1000 North Market Street, Wilmington, DE 19801 (being Tax Parcel No. 26-035.20-098), in connection with Delmarva’s installation and maintenance of a new electric line across said land.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that the Council hereby authorizes and approves the granting of a certain utility easement over and across that certain portion of land known Rodney Square, having an address of 1000 North Market Street, Wilmington, DE 19801 (being Tax Parcel No. 26-035.20-098), in accordance with the “Utility Easement Agreement” between the City of Wilmington and Delmarva Power & Light Company, a copy of which, in substantial form, is attached hereto as Exhibit “A” and incorporated herein.

**BE IT FURTHER RESOLVED** that the Council authorizes the Department of Public Works to execute any and all documents necessary to effectuate the granting of such utility easement in connection with Delmarva Power & Light Company's installation and maintenance of a new electric line over and across Rodney Square.

Passed by City Council,

ATTEST: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** This Resolution authorizes the Department of Public Works to grant Delmarva Power & Light Company a certain utility easement in connection with Delmarva's installation and maintenance of a new electric line across 1000 North Market Street, commonly known as Rodney Square.

W0107334

# **EXHIBIT A**

Tax Parcel No.: 26-035.20-098

Prepared By Delmarva Power & Light Company  
& Return To: PO Box 9239  
401 Eagle Run Road  
Newark DE 19714-9239

## UTILITY EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT**, made this \_\_\_\_\_ day of September 2019, between CITY OF WILMINGTON ("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 Delaware, the County of New Castle, which land abuts on 1000 N. Market Street, which is recorded in the Land Records of New Castle County.

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 (\_\_\_\_), 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 within the easement area as shown on Plan titled "Easement Exhibit A, Delmarva Power, City of Wilmington, Rodney Square", and further defined on the legal description labeled "Easement Exhibit B" here to attached and made a part hereof.
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 over or under the utility facilities permitted by this Agreement.
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 hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.

9. 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.
10. Delmarva's utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits.

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS our hands and seals the day and year aforesaid.

**WITNESS:**

\_\_\_\_\_

Print Name

Title

**CITY OF WILMINGTON:**

**By: \_\_\_\_\_ (SEAL)**

Print Name

Title

AREA INTENTIONALLY LEFT BLANK

STATE OF DELAWARE  
COUNTY OF NEW CASTLE

)  
) SS  
)

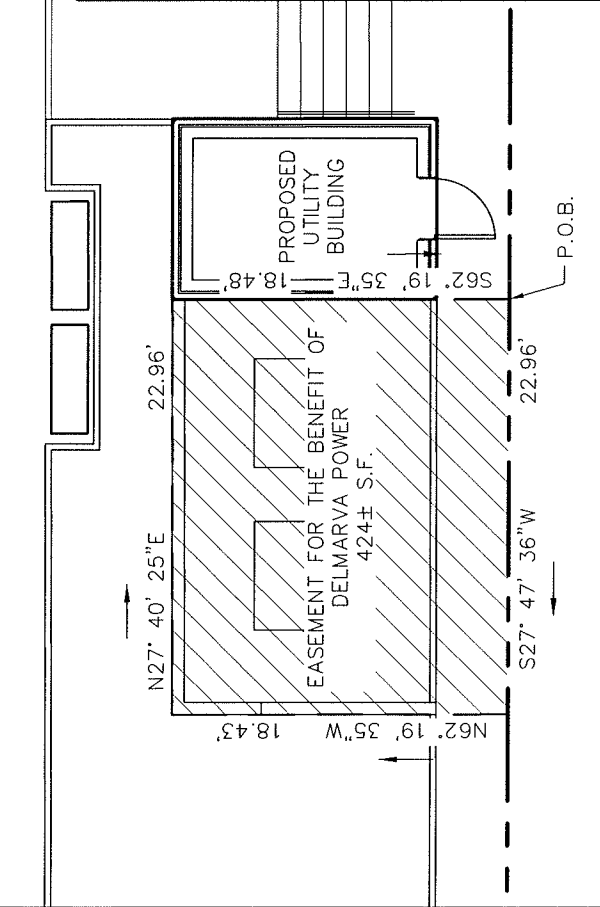
BE IT REMEMBERED, That on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally came before me, a notary public, the within named Grantor, \_\_\_\_\_ party(ies) to this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Seal/Stamp Here  
Notary

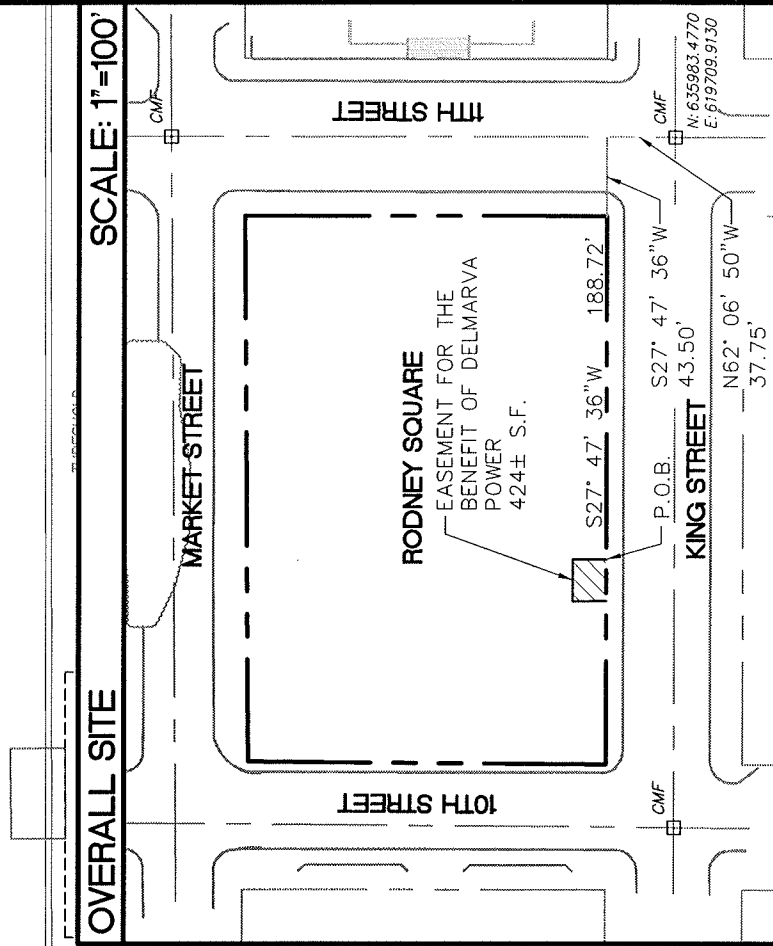
Print Name: \_\_\_\_\_



NOTE:  
 BEARINGS AND COORDINATES REPRESENTED  
 ON THIS PLAN ARE IN NAD 83 HORIZONTAL  
 DATUM AND ARE NOT RECOGNIZED BY DEED.  
 PROPERTY BOUNDARY ESTABLISHED PER  
 CITY OF WILMINGTON BLOCK MAP C-5.

**APEX** ENGINEERING  
 INCORPORATED  
 27 W. MARKET STREET NEWPORT, DELAWARE 19804  
 (302) 994-1900 (302) 994-9099 FAX

EASEMENT EXHIBIT A  
 DELMARVA POWER  
**CITY OF WILMINGTON**  
**(RODNEY SQUARE)**  
 T.P. #26-035.20-098  
 10TH STREET AND KING STREET  
 CITY OF WILMINGTON - NEW CASTLE COUNTY - DELAWARE



SCALE 1" = 10'	DATE 9/3/2019	SHEET NO. 1
SURVEYED BY APEX	DRAWN BY F.D.S.	OF 1
	CHECKED BY C.W.O.	REVISION
PROJECT / FILE NUMBER 18133000PLOT-ESMT		

SCALE: 1"=100'

N: 635983.4770  
 E: 619709.9130

## **Easement Exhibit "B"**

Across the lands of the City of Wilmington (Rodney Square)

To benefit Delmarva Power & Light Co.

Tax Parcel No.: 26-035.20-098

Beginning at a point on the Northwesternly right of way line for King Street (75.5' wide), said point being distant from a found monument located at the point of intersection for the centerlines of the aforementioned King Street and 11<sup>th</sup> Street (87' wide) the following three (3) courses and distances:

1. along said centerline of 11<sup>th</sup> Street, North 62 degrees 06 minutes 50 seconds West a distance of 37.75 feet to a point;
2. thence, South 27 degrees 47 minutes 36 seconds West a distance of 43.50 feet to a point at the intersection of the right of way lines for King street and 11<sup>th</sup> Street;
3. thence along King Street, South 27 degrees 47 minutes 36 seconds West a distance of 188.72 feet to the point of beginning;

thence from said point of beginning continuing along King Street, South 27 degrees 47 minutes 36 seconds West a distance of 22.96 feet to a point;

thence leaving the aforementioned right of way and through lands now or formerly of the City of Wilmington the following three (3) courses and distances:

1. North 62 degrees 19 minutes 35 seconds West a distance of 18.43 feet to a point;
2. North 27 degrees 40 minutes 25 seconds East a distance of 22.96 feet to a point;
3. South 62 degrees 19 minutes 35 seconds East, 18.48 feet to the point and place of beginning.

Containing 423.7 square feet, be the same more or less.