

Wilmington, Delaware
December 4, 2025

#0146

Sponsor:
Council
Member
Oliver

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 utility easement over and across that certain portion of City-owned land located at 103 East Sixteenth Street, Wilmington, DE 19801 (being New Castle County Tax Parcel No. 26-029.10-167) in connection with Delmarva’s installation, operation, maintenance, and/or removal of a pad-mounted transformer to provide Delmarva with the ability to independently shut down electric and communications services to the City’s Brandywine pumping station when needed while allowing electric and communications services to the surrounding area to remain unaffected; and

WHEREAS, City Council deems it necessary and appropriate to authorize the grant of the aforementioned utility easement to Delmarva.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that City Council hereby authorizes and approves the granting of a utility easement over and across that certain portion of land located at 103 East Sixteenth Street,

Wilmington, DE 19801 (being New Castle County Tax Parcel No. 26-029.10-167) to Delmarva in accordance with the “Utility Easement Agreement” between the City of Wilmington and Delmarva, a copy of which, in substantial form, is attached hereto as Exhibit “A” and incorporated herein.

BE IT FURTHER RESOLVED that City 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’s installation, operation, maintenance, and/or removal of a pad-mounted transformer to provide Delmarva with the ability to independently shut down electric and communications services to the City’s Brandywine pumping station when needed while allowing electric and communications services to the surrounding area to remain unaffected.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Department of Public Works to grant Delmarva Power & Light Company a utility easement in connection with Delmarva’s installation, operation, maintenance, and/or removal of a pad-mounted transformer to provide Delmarva with the ability to independently shut down electric and communications services to the City’s Brandywine pumping station when needed while allowing electric and communications services to the surrounding area to remain unaffected.

W0130504

EXHIBIT A

Tax Parcel No.: 26-029.10-167

Prepared By Delmarva Power & Light Company
& Return to: Right-of-Way Department
PO Box 9239
401 Eagle Run Road
Newark, DE 19714-9239

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement"), is made this _____ day of __, ____, between CITY OF WILMINGTON, a municipal corporation of the State of Delaware acting by and through its Department of Public Works (Water Division) ("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 County**, with an address of 103 East Sixteenth Street (being New Castle County Tax Parcel No. 26-029.10-167) (the "Property").

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 over the Property and agrees as follows:

1. Delmarva shall have the right, at its sole cost and expense, 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 the Property which may become necessary to provide such services within the easement area as depicted on Exhibit A, which is attached hereto 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 sole 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 the Property 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.
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 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.
11. Following Delmarva's initial installation of the utility facilities installed hereunder, if and to the extent the Property is damaged or disturbed by Delmarva's construction activities, then Delmarva shall be obligated to restore the damaged areas to a reasonably similar condition in which such areas existed immediately prior to such damage or disturbance and to do so at no cost or expense to the Grantor. For the avoidance of confusion, Grantee's restoration obligations set forth in this Paragraph 11 shall not extend to damages caused to unpermitted structures and/or other site improvements which are installed and/or constructed in violation of any of the provisions contained herein.

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

Name: Bill Gibbons
Title: Engineering Fieldman

WITNESS our hands and seals the day and year aforesaid.

CORPORATE GRANTOR:

ATTEST: (AFFIX CORPORATE SEAL)

City of Wilmington

By: _____ **(SEAL)**

Print Name

Print Name

Title

Title

AREA INTENTIONALLY LEFT BLANK

STATE OR COMMONWEALTH OF

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) **SS**
)

COUNTY OF

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

Notary
Seal/Stamp Here

Print Name: _____

FOR DELMARVA USE ONLY

Secured by: Bill Gibbons	Job Order Number: 20324264
Address: 1 E SIXTEENTH ST	District/Hundred: CITY OF WILMINGTON
Map Number: 33	Parcel Number: 26-029.10-167
Development: N/A	
Coordinates Covered: 48754/43544	

EXHIBIT A

BRANDYWINE



BRANDYWINE PUMPING STATION.

Existing Manhole



Proposed
Switchgear



48" RAW WATER
TO PORTER RES.



48" HOLLY SUCTION.



CONDUIT



ABANDONED
SELLERS FILTERS

DRIVEWAY

RACE

16TH ST.

KING ST.

MARKET ST.