

AN ORDINANCE GRANTING A PERMIT, LICENSE OR FRANCHISE TO THE "STATE HIGHWAY DEPARTMENT" OF THE STATE OF DELAWARE TO CONSTRUCT AND PERPETUALLY MAINTAIN A CERTAIN MODERN, IMPROVED HIGHWAY IN "THE TOWN OF MILTON", SUSSEX COUNTY AND STATE OF DELAWARE, EXTENDING FROM THE INTERSECTION OF THE MILTON-HARBESON HIGHWAY (UNION STREET) WITH THE MILTON-ELLENDALE HIGHWAY TO ITS INTERSECTION WITH THE WESTERLY TOWN LIMITS OF THE SAID TOWN OF MILTON, AND AUTHORIZING THE EXECUTION BY "THE TOWN OF MILTON", A MUNICIPAL CORPORATION OF THE STATE OF DELAWARE, OF A CERTAIN CONTRACT HEREINAFTER SET FORTH BETWEEN THE SAID "THE TOWN OF MILTON" AND THE SAID "STATE HIGHWAY DEPARTMENT" OF THE STATE OF DELAWARE, DEFINING THE TERMS AND CONDITIONS UNDER WHICH THE SAID "STATE HIGHWAY DEPARTMENT" SHALL CONSTRUCT AND PERPETUALLY MAINTAIN SAID MODERN, IMPROVED HIGHWAY, THE RESTRAINTS THAT THE SAID "THE TOWN OF MILTON" SHALL BE UNDER WITH RESPECT TO OPENING, DIGGING UP (GRANTING A PERMIT, FRANCHISE OR LICENSE WITH RESPECT TO) OR OTHERWISE INTERFERING WITH SAID IMPROVED HIGHWAY AND ALSO FIXING THE RELATIONS THAT SHALL EXIST BETWEEN "THE TOWN OF MILTON" AND THE SAID "STATE HIGHWAY DEPARTMENT" WITH RESPECT TO SAID IMPROVED HIGHWAY SO TO BE BUILT AND MAINTAINED BY SAID "STATE HIGHWAY DEPARTMENT".

WHEREAS, the "State Highway Department" of the State of Delaware has made a certain offer to "The Town of Milton" to <sup>for all necessary</sup> ~~construct~~ <sup>reconstruction for and to build the highway with its deck, bridge, etc.</sup> and perpetually maintain a certain modern, improved highway, extending from the intersection of the Milton-Harbeson Highway (Union Street) with the Milton-Ellendale Highway to its intersection with the Westerly town limits of the said Town of Milton, and <sup>where the city of Wilmington has assigned its duties and funds to build a legal right to accept the offer of the State Highway Dept. as described above and</sup> WHEREAS, it is deemed by "The Town of Milton" to be greatly in the interest of the said town and its people to accept such offer and to authorize the doing of such things as may be necessary to accomplish the purpose thereof;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Town Council of "The Town of Milton":

Sec. 1. That the said offer of the said "State Highway Department" of the State of Delaware as hereinabove set forth in the first preamble be and the same is hereby accepted upon the terms and conditions herein prescribed.

for no reason  
for the purpose of  
from north line to south line  
the highway described upon  
of Milton

Sec. 2. That consent is hereby given and granted to the "State Highway Department" of the State of Delaware to both construct and perpetually maintain an improved highway, having a width of metal of fifteen (15) feet, beginning at a point at the intersection of the right-of-way line on the State Highway leading from Harbeson to Milton, with the right-of-way line on the State Highway leading from Milton to Ellendale; each of the said right-of-way lines being parallel to and thirty feet distant from the center line of the said State Highways; thence along the said right-of-way line N 86° 43' W 1960 feet to a point in the center line of the county road, leading from the Milton-Ellendale Highway to Milton; thence along the center line of the said county road N 6° 17' E thirty <sup>eight</sup> feet to a point in the center line of the Highway leading from Milton to Ellendale; thence along the center line of the said State Highway S 85° 43' E 1951 feet to a point in the westerly right-of-way line of the State Highway leading from Milton to Harbeson; thence along the said right-of-way line S 9° 52' E 30 feet to place of beginning. ( In the exercise of the license, permission and authority hereby granted, the said "State Highway Department" shall have the right to dig up, excavate or otherwise work upon and with the present bed of the <sup>also described</sup> streets in the said "The Town

of Milton" and to do all things necessary in connection with the construction <sup>of a modern, well paved highway</sup> thereon, providing that in so doing the said "State Highway Department" shall not injure or otherwise interfere with any underground structures now located under the surface of the streets either belonging to "The Town of Milton" or belonging to others acting under a franchise or permit granted thereby.

Sec. 3. That "The Town of Milton" shall not hereafter grant any license, permission, franchise or other right to any corporation or person to open the bed or surface of said streets within the curb lines thereof for any purpose whatever nor in any way dig up, disturb or in any manner interfere with the surface or substructure thereof nor shall the said "The Town of Milton" open the bed of said streets or dig into the same or in any manner disturb or interfere with the surface or substructure thereof within the said curb lines for any municipal purpose without first having notified the said "State Highway Department" of its intention to grant such license, permission, franchise or other right or to open, dig into, disturb or otherwise interfere with such bed, surface or substructure, specifying in such notice the purpose of the permission granted or of the contemplated municipal work in or on the streets, the extent and character of the same and the exact location in the said street or streets to which it applies. Upon receiving such notice the said "State Highway Department" shall either forthwith terminate the agreement hereinafter referred to or shall <sup>grant such permission subject</sup> open said street or streets at the location specified and when the purpose for which said permission is granted or open-

ing made shall have been accomplished, the said "State Highway Department" shall close such opening and restore the streets, so nearly as possible, to their condition before such opening was made. Immediately after such restoration of said streets the said State Highway Department shall furnish the said "The Town of Milton" with an itemized statement of the actual cost of such opening and restoration of said streets and the said "The Town of Milton" shall forthwith pay the amount of such cost as shown by such statement to the said "State Highway Department".

Sec. 4. That new building lines are hereby established along the routes of the proposed new highway as herein set forth which said new building lines are declared to be two lines parallel with the center line of the said proposed new highway and <sup>25'</sup> thirty feet distant from said center line on each side thereof.

Sec. 5. That the Town Council of the said "The Town of Milton" shall proceed to mark out, define and establish the grades shown on the plans attached to the agreement hereinafter contained so that the grades of the said street or highway which are to be improved and paved by the said "State Highway Department" hereunder shall be thus definitely delimited.

Sec. 6. That the consent and permission hereby granted shall become effective only upon the execution, in duplicate, by the said "The Town of Milton" and the said "State Highway Department" of the said agreement in words and figures as next

immediately hereafter set forth and that the Honorable  
CHARLES B. PORTER, the Mayor and President  
of the Town Council of "The Town of Milton", is hereby  
authorized and directed to execute and acknowledge, in duplicate,  
on behalf of "The Town of Milton" the said agreement by causing  
his hand to be thereunto affixed in his capacity as Mayor and  
President and by affixing thereto the corporate seal of "The  
Town of Milton" and the Clerk of the Town Council of "The Town  
of Milton" is hereby authorized and directed to attest the  
execution of the said agreement and the affixation of said  
corporate seal; and one of the said agreements when executed  
shall be delivered to the said "State Highway Department" and  
the other shall be retained by the said "The Town of Milton" and the  
said agreement is as follows, to-wit:

THIS AGREEMENT, made this twelveth  
day of September, A. D. 1935, between the "STATE  
HIGHWAY DEPARTMENT" of the State of Delaware, party of the first  
part, and "THE TOWN OF MILTON", a municipal corporation of the  
State of Delaware, party of the second part:

WHEREAS the party of the first part has made an offer  
to the party of the second part to construct an improved high-  
way with first class street or road paving materials and to per-  
petually maintain the same at the expense of the party of the  
first part, having a width of metal of fifteen feet, beginning  
at a point at the intersection of the right-of-way line on the  
State Highway leading from Harbeson to Milton, with the right-of-  
way line on the State Highway leading from Milton to Ellendale;  
each of the said right-of-way lines being parallel to and thirty  
feet distant from the center line of the said State Highways;  
thence along the said right-of-way line N. 86° 43' W 1960 feet to  
a point in the center line of the county road, leading from the  
Milton-Ellendale Highway to Milton; thence along the center line  
of the said county road N 6° 17' E thirty-eight feet to a point  
in the center line of the Highway leading from Milton to Ellendale;  
thence along the center line of the said State Highway S 85° 43' E  
1951 feet to a point in the westerly right-of-way line of the  
State Highway leading from Milton to Harbeson; thence along the  
said right-of-way line S 9° 52' E 30 feet to place of beginning,  
upon condition that the party of the second part shall establish  
the necessary grades and grant to the party of the first part the  
permission to so construct and maintain the said improved high-  
ways and will agree not to open or in any way interfere with the

surface or substructure of said highways or streets for municipal purposes and not to grant any franchise, license or permit to open or interfere with the same except upon terms and conditions hereinafter prescribed; and

WHEREAS the party of the second part realizing the great benefit that will accrue therefrom to "The Town of Milton" has accepted said offer and has authorized the execution of this agreement for the purpose of accomplishing the results to be effectuated by said offer and acceptance;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That the said parties hereto, for and in consideration of the sum of One Dollar (\$1.00) by each to each of the others in hand paid, and also for and in consideration of their mutual covenants, promises and agreements as hereinafter set forth, hereby covenant, promise and agree to and with each other as follows:

(1) The party of the second part hereby gives and grants to the party of the first part full license, permission and authority to build, construct and perpetually maintain an improved highway, of a width of metal of fifteen (15) feet with adequate shoulders, extending through the said town as previously described and as shown on the plans and specifications hereto attached and made a part hereof. In the exercise of the license, permission and authority hereby granted, the party of the first part shall have the right to dig up, excavate or otherwise work upon and with the present bed of the streets in the said "The Town of Milton" and to do all things necessary in connection with the construction of a modern, well-paved highway thereon,

provided that in so doing the party of the first part shall not injure or otherwise interfere with any underground structures now located under the surface of the said streets either belonging to the party of the second part or belonging to others, acting under a franchise or permit from the party of the second part.

*Inspection and part*

(2) The party of the first part hereby agrees, so soon as practicable, to construct out of some modern, highgrade paving material, an improved highway as previously described and referred to in this agreement and of the width and in the location indicated, in such manner as that when completed the surface of the said street shall be hard, smooth, level and durable; and the party of the first part further agrees to perpetually maintain said portion of said street so to be improved by it as aforesaid in practically the same, or as good condition as when first completed. The party of the first part also agrees that all such cost of such original construction and all cost of maintenance and rebuilding of said portion of said street shall be paid by the party of the first part but that all such construction and maintenance shall be actually done by the party of the first part through its engineering and other organization and shall be so done upon the sole judgment, discretion and responsibility of the party of the first part.

*Materials*  
*Gravel*

(3) The party of the second part hereby agrees that it will not hereafter grant any license, permission, franchise or other right to any corporation or person to open the bed or surface of said streets within the curb lines thereof for any purpose whatsoever, nor in any way dig up, disturb or in any manner interfere with the surface or substructure of the said



streets within the said curb lines and will not open the bed of the said streets within the said curb lines or dig into the same or in any manner disturb or interfere with the surface or substructure thereof within the said curb lines for any municipal purpose without first having notified the said party of the first part of its intention to grant such license, permission, franchise or other right or to open, dig into, disturb or otherwise interfere with such bed, surface or substructure, specifying in such notice the purpose of the permission granted or of the contemplated municipal work in or on the streets, the extent and character of same and the exact location in the said street or streets to which it applies; upon condition that upon receiving such notice the said party of the first part shall have the right either to terminate the agreement herein expressed to perpetually maintain said portion of said street, or streets and shall so terminate the same or shall open said street or streets at the location specified and when the purpose for which said permission is granted or opening made shall have been accomplished, shall close such opening and restore the streets so nearly as possible to their condition before such opening; and if and when after such restoration of said streets the said party of the first part shall furnish the said party of the second part with an itemized statement of the actual cost of such opening and restoration of said streets, the said party of the second part shall forthwith pay the amount of such cost as shown by such statement to the said party of the first part.

(4) The party of the first part agrees upon receipt from the said party of the second part of the notification provided for in numbered paragraph (3) hereof, either to terminate this agreement immediately or, so soon as practicable, to open

said portion of said streets at the place and in the manner indicated in such notice and, so soon as practicable after the accomplishment of the purpose for which said opening is made, to close the same and restore the streets so nearly as possible to their condition before such opening and promptly thereafter to furnish the party of the second part with an itemized statement of the actual cost of such opening and restoration of said streets.

(5) The said party of the second part agrees that it will forthwith proceed with the establishment of new building lines along the said street or highway so that the said street or highway shall be sixty (60) feet wide and so that the said building lines shall each be thirty (30) feet distant from the center line of the said street or highway.

(6) The party of the second part further agrees that it will forthwith proceed to mark out, define and establish the grades shown on the plans hereto attached so that the grades of the said streets or highways which are to be improved and paved by the said party of the first part hereunder shall be thus definitely delimited.

(7) The party of the first part agrees to indemnify and save harmless and does hereby indemnify and save harmless the party of the second part from all claims, suits, loss or damages that may result from the work of constructing said improved streets and maintaining the same in perpetuity, and the said party of the first part hereby agrees to assume, be responsible for and pay all the legitimate claims or demands either against the party of the first part or the party of the second part which shall arise out of any work that shall be done or

materials that shall be furnished in connection with the construction or maintenance hereunder of said portion of said street.

(8) This agreement shall extend to and be binding upon the successors, governmental or otherwise, of the parties hereto as fully and to the same extent as it is binding upon the said parties themselves.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement, in duplicate, under their respective seals, the day and year first hereinabove written.

Signed, Sealed and Delivered  
in the Presence of:

*James W. Cannon, as  
to all.*

"STATE HIGHWAY DEPARTMENT"  
of the State of Delaware.

By *John P. ...*  
Chairman.

*W. ...*  
Chief Engineer.

"THE TOWN OF MILTON"

By *... P. ...*  
Mayor and President.

Attest: *Charles Shockey*  
Clerk.

STATE OF DELAWARE }  
                          : SS.  
KENT COUNTY         }

                          BE IT REMEMBERED, That on this  
13<sup>th</sup> day of September, in the  
year of our Lord one thousand nine hundred and thirty-five,  
personally came before me, the Subscriber, a Notary Public for  
the State and County aforesaid, Frank V. du Pont, Chairman of  
the "State Highway Department" of the State of Delaware, which  
said "State Highway Department" of the State of Delaware is a  
party to this instrument of writing and known to me personally  
to be such and acknowledged this instrument of writing to be  
his own act and deed and the act and deed of the said "State  
Highway Department"; that the signature of his name to said  
instrument of writing subscribed is in his own proper handwrit-  
ing; that the seal thereto affixed is the seal of the said  
"State Highway Department"; and that his act of signing, seal-  
ing, executing and delivering the said instrument of writing  
was duly authorized by a resolution of the said "State Highway  
Department".

GIVEN under my hand and seal of office the day and year  
aforesaid.

James W. Cannon  
Notary Public.

STATE OF DELAWARE }  
                          : SS.  
SUSSEX COUNTY      }

BE IT REMEMBERED, That on this  
12<sup>th</sup> day of September, in the  
year of our Lord one thousand nine hundred and thirty-five,  
personally came before me, the Subscriber, a Notary Public for  
the State of Delaware, CHARLES B. PORTER, Mayor and  
President of the Town Council of "The Town of Milton", party to  
this instrument of writing, known to me personally to be such,  
and acknowledged this instrument of writing to be his own act  
and deed and the act and deed of the said "The Town of Milton";  
that the signature of his name to said instrument of writing  
subscribed is in his own proper handwriting; that the seal  
thereto affixed is the corporate seal of the said "The Town of  
Milton"; and that his act of signing, sealing, executing and  
delivering the said instrument of writing was duly authorized  
by a resolution of the Commissioners of "The Town of Milton".

GIVEN under my hand and seal of office the day and  
year aforesaid.

James W. Carrors.  
Notary Public.

MILTON AGREEMENT

PAVEMENT PATCHING  
FOR SEWER PATCHES

This agreement, made this 27<sup>th</sup> day of July A. D. 1961 between the "State Highway Department" of the State of Delaware, Party of the First Part, and hereinafter referred to as "STATE" and "The Town of Milton", a municipal corporation of the State of Delaware, Party of the Second Part, and hereinafter referred to as "TOWN", WITNESSETH:

WHEREAS, the Town intends to construct certain sewer facilities which will involve the cutting of pavement and trenching of certain State-maintained streets either within or outside the limits of the Town, and

WHEREAS, it is the obligation and intent of the Town to reimburse the State for the cost of reconstructing the destroyed State-maintained pavements to a condition equal to their original condition, and

WHEREAS, the Town finds itself unable to finance this work from funds immediately available to the Town, and

WHEREAS, both parties agree it would be to their best interest and to the best interest of the public to have the pavement repairs made to the pavements at the earliest practical date.

NOW, THEREFORE, the Town of Milton and the State Highway Department for and in consideration of the mutual promises, agreements and covenants as hereinafter set forth, hereby covenant, promise and agree to and with each other as follows:

1. REPAVING BY STATE

The State agrees to reconstruct the road pavements destroyed by the Town in connection with its sewer construction project to a condition equal to the condition of the original pavements and essentially in accordance with the quantities, thicknesses and types of paving materials as proposed in the Town's original plans, it being understood, however, that the repairs to be made will be to all pavements destroyed either directly or indirectly as a result of the sewer construction.

The State further agrees to prepare engineering plans, advertise and let the contract, and supervise the construction.

2. REPAYMENT BY TOWN

The Town agrees unconditionally to reimburse the State for the cost of engineering, inspection and for construction based on the low bid price, from annually received Municipal Aid Funds or from any other funds or revenues of the Town, at the following scheduled rates beginning with October 1 the first year after the letting of the contract by the State and due each October 1 thereafter: For each of the

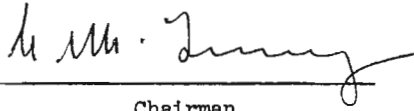
|                                 |   |            |                                       |
|---------------------------------|---|------------|---------------------------------------|
| First 3 years                   | @ | \$3,500.00 |                                       |
| Next 2 years                    | @ | \$4,500.00 |                                       |
| Next 2 years                    | @ | \$6,500.00 |                                       |
| Next 2 years                    | @ | \$7,500.00 |                                       |
| Each succeeding year thereafter | @ | \$8,000.00 | until the total cost is paid in full. |

3. MAINTENANCE OF ATLANTIC AVENUE & MULBERRY STREET

In consideration of the State's agreement set forth in paragraph 1 hereof, the Town agrees to release the State of further maintenance responsibilities for Atlantic Avenue from Beringer Avenue to Yew Street and for Mulberry Street from State Road 16 to Tilney Street, both of which are now State maintenance responsibilities and it is agreed that this newly acquired mileage will be credited to the Town in the annual compilation of its Municipal Aid Funds.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate, under their respective seals, the day and year above written.

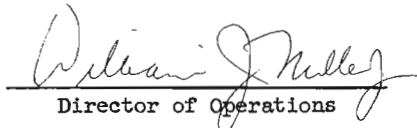
STATE HIGHWAY DEPARTMENT  
OF THE STATE OF DELAWARE

By:   
Chairman

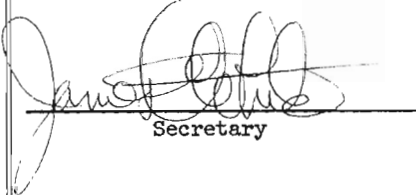
(SEAL)

ATTEST:

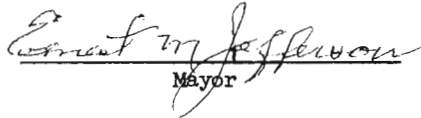
  
Secretary

  
Director of Operations

ATTEST:

  
Secretary

THE TOWN OF MILTON

  
Mayor



MILTON AGREEMENT

THIS AGREEMENT, made this 24 day of May, A.D. 1958, between the "State Highway Department" of the State of Delaware, PARTY OF THE FIRST PART, and hereinafter referred to as "STATE" and the "Town of Milton", a municipal corporation of the State of Delaware, PARTY OF THE SECOND PART, and hereinafter referred to as "TOWN", WITNESSETH:

WHEREAS, the parties hereto have agreed to the widening and reconstruction of State Route 16 as set forth in the plans and specifications for Contract 1601 of the State Highway Department and as indicated on the attached map, and

WHEREAS, the Town intends by this agreement to give such municipal consent and approval as may be required by law, pursuant to Section 134 of Title 17 of the Delaware Code, to the construction and maintenance by the State Highway Department of the abovementioned project.

NOW, THEREFORE, the Town of Milton and the State Highway Department, for and in consideration of the mutual promises, agreements and covenants as hereinafter set forth, hereby covenant, promise and agree to and with each other as follows:

1. CONSENT OF TOWN

Pursuant to Section 134 of Title 17 of the Delaware Code, the Town hereby gives and surrenders to the State Highway Department all such power, authority and jurisdiction over, in connection with or with respect to the proposed project, as may be necessary to enable the same to be constructed and maintained by the State Highway Department.

2. STORM DRAINAGE MAINTENANCE

The State agrees to maintain all storm water installations constructed under this contract within the Town Limits.

3. UTILITY ALTERATIONS

The State agrees to pay for any necessary alterations to Town-owned utilities but shall not pay for betterment to these facilities. Alterations are to be only of like size, capacity and quality and only to the extent necessary to provide service equal to the service before alteration.

4. CONTROL OF UTILITIES DURING CONSTRUCTION

The Town agrees to notify the owner of any privately owned utilities which may be affected by the project construction or which may affect the project construction, that any and all changes to these utilities shall be the responsibility of the private utility company involved. The Town agrees to so notify the private utility companies within thirty days of the signing of this Agreement. The Town further agrees to regulate the progress of the utility work necessary and/or intended to be done, so that the construction of the project shall not be delayed. The State agrees to notify the Town in writing of the date when such work can be commenced by the private utility company and the work that can be done at that time. The Town agrees to notify the private utility companies affected by the notice in writing, that work to be done under the notice shall be commenced within fifteen days of the receipt of such notice from the State to the Town.

5. TREE REMOVAL

The Town agrees to provide the necessary permission for the State Highway Department and/or its agents to remove all trees within the construction area.

6. DAMAGE CLAIMS

The Town agrees to save the State Highway Department harmless from any claims arising from the proposed construction by reason of possible entry by the contractor in excess of the present curb limits on or by any resident thereof.

7. CHANGE IN AGREEMENT

The Town and the State agree that no changes in this agreement shall be made or valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate, under their respective seals, the day and year first above written.

STATE HIGHWAY DEPARTMENT  
OF THE STATE OF DELAWARE

By: *Ernest Smith*  
Chairman

ATTEST:

(SEAL)

*James J. White*

*R. P. Hahn*  
Chief Engineer

ATTEST:

THE TOWN OF MILTON

*James J. White*  
Secretary

*John Danilovich*  
Mayor

STATE OF DELAWARE :  
                              SS  
COUNTY OF KENT :  :

BE IT REMEMBERED, that on this 28<sup>th</sup> day of May in the Year of Our Lord One Thousand Nine Hundred and Fifty-eight (1958), personally appeared before me, the Subscriber, a Notary Public for the State of Delaware, J. Gordon Smith, Chairman of the State Highway Department of the State of Delaware, and R. A. Haber, Chief Engineer of the State Highway Department, parties to this Instrument of Writing, known to me personally to be such, and they, the said J. Gordon Smith, Chairman, and R. A. Haber, Chief Engineer, acknowledged this Instrument of Writing to be their own act and deed, and the act and deed of the State Highway Department; that the signature of their names to the said Instrument of Writing subscribed are in their own proper handwriting; that the seal thereto affixed is the Seal of the State Highway Department; and that their act of signing, sealing, executing and delivering the said Instrument of Writing was duly authorized by a Resolution of the said State Highway Department.

GIVEN under my hand and seal of office the day and year aforesaid.

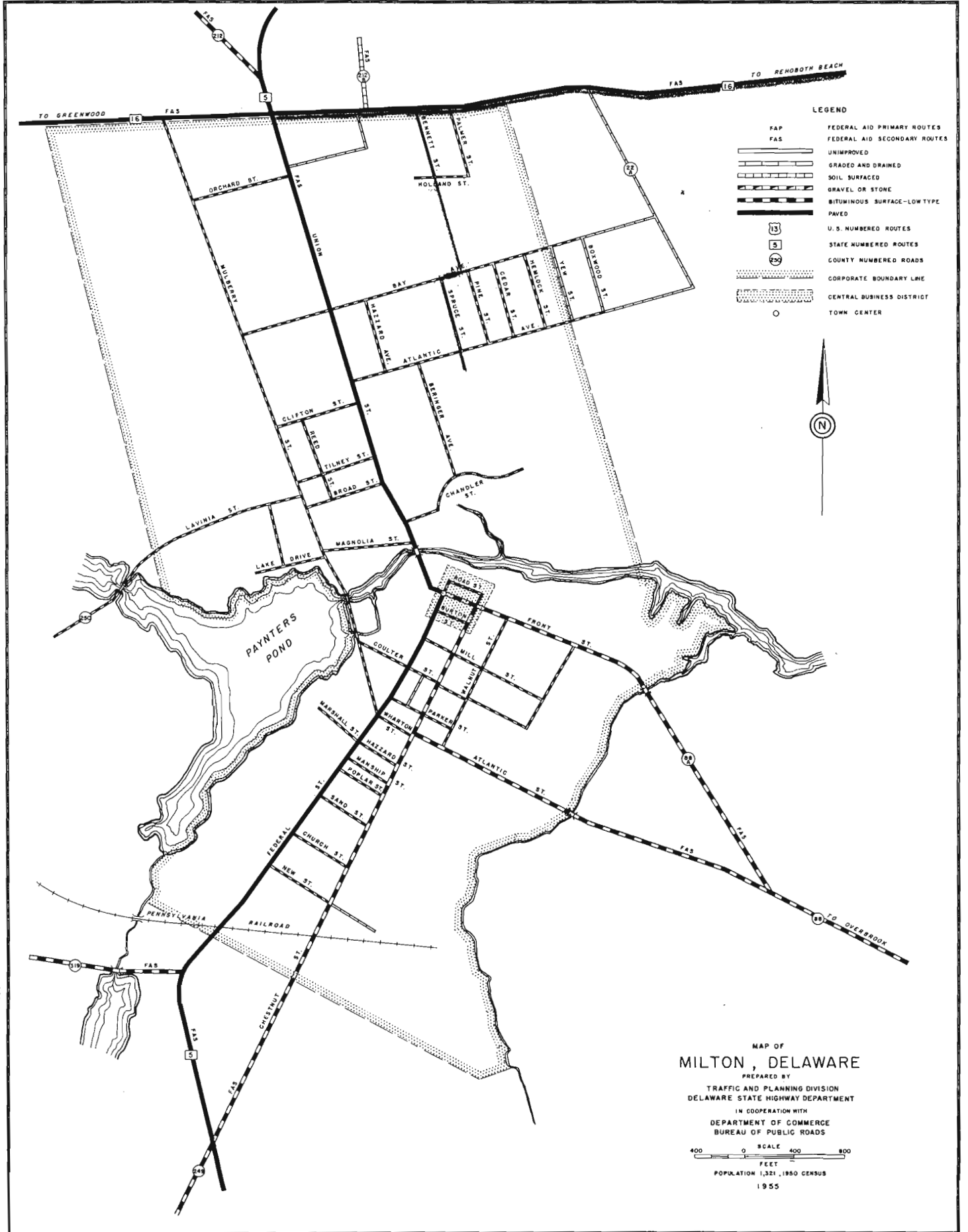
Clara H. Harrington  
Notary Public

STATE OF DELAWARE :  
                                SS  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 24 day  
of May in the Year of Our Lord One Thousand  
Nine Hundred and Fifty-eight (1958), personally came before me,  
the Subscriber, a Notary Public for the State of Delaware,  
John D. Nugent, Mayor of the Town of  
Milton, Party to this Instrument of Writing, and known to me  
personally to be such, and he acknowledged this Instrument of  
Writing to be his own act and deed and the act and deed of the  
said Mayor of the Town of Milton; that the signature of his  
name to the said Instrument of Writing subscribed to is in his  
own proper handwriting; that the seal thereto affixed is the  
corporate seal of the Mayor of the Town of Milton, and that his  
act of signing, sealing, executing and delivering the said  
Instrument of Writing was duly authorized by the Town of Milton.

GIVEN under my hand and seal of office the day  
and year aforesaid.

George Allison  
Notary Public



**LEGEND**

|  |                              |
|--|------------------------------|
|  | FEDERAL AID PRIMARY ROUTES   |
|  | FEDERAL AID SECONDARY ROUTES |
|  | UNIMPROVED                   |
|  | GRADED AND DRAINED           |
|  | SOIL SURFACED                |
|  | GRAVEL OR STONE              |
|  | BITUMINOUS SURFACE-LOW TYPE  |
|  | PAVED                        |
|  | U.S. NUMBERED ROUTES         |
|  | STATE NUMBERED ROUTES        |
|  | COUNTY NUMBERED ROADS        |
|  | CORPORATE BOUNDARY LINE      |
|  | CENTRAL BUSINESS DISTRICT    |
|  | TOWN CENTER                  |



MAP OF  
**MILTON, DELAWARE**  
 PREPARED BY  
 TRAFFIC AND PLANNING DIVISION  
 DELAWARE STATE HIGHWAY DEPARTMENT  
 IN COOPERATION WITH  
 DEPARTMENT OF COMMERCE  
 BUREAU OF PUBLIC ROADS

400 0 SCALE 400 800  
 FEET  
 POPULATION 1,321, 1950 CENSUS  
 1955

A G R E E M E N T

THIS AGREEMENT, made and entered into this *13<sup>th</sup>* day of *December* A. D. 1956, Between The State Highway Department of the State of Delaware, Party of the First Part, (hereinafter called State Highway Department), and The Town of Milton, a municipal corporation of the State of Delaware, Party of the Second Part, (hereinafter called Town of Milton).

WHEREAS, the parties hereto have agreed to the widening and reconstruction of State Route 16 as set forth in the plans and specifications for the construction of Contract 1489 of the State Highway Department and as indicated on the approved plans for the construction of this contract, and, in accordance with the print hereto attached; and

WHEREAS, the Town of Milton desires to enter into this Agreement for the purpose of enabling the State Highway Department to carry out the project above mentioned; and

WHEREAS, the State Highway Department is willing to provide such construction and permanent maintenance subject to the terms and conditions herein set forth; and

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES EACH TO THE OTHER MADE, IT IS HEREBY AGREED AS FOLLOWS:

The State Highway Department agrees to construct under this contract the following street:

STATE ROUTE 16: Beginning at the Westerly town limits of the Town of Milton and extending along the centerline of the present road an approximate distance of 1973' to the intersection of State Route #5, State Highway leading Northerly from Milton to State Route 14, the Rehoboth State Highway. Said construction shall consist of widening the present concrete road 4' on the South side of State Route 16, together with the construction of an 8' shoulder, which shoulder is to be surface treated or black topped, making a total distance of 20' from the present centerline of State Route 16. The portion on the North side of the road and outside of the limits of the Town of Milton, will be constructed the same as on the South side of the road and the

24' roadway to be covered with hot-mix asphaltic concrete.

In consideration of the above, the Town of Milton, hereby agrees to assume responsibility for:

1. To provide the necessary permission for the State Highway Department and/or its agents to remove all trees within the construction area.
2. To assume the responsibility for notification to private utility owners for all necessary adjustments, alterations or improvements of their utilities within the bounds of the proposed construction and to so supervise such work that it shall be completed before the general contractor starts his operations.
3. To obtain written permission from the State Highway Department before any openings are made in the highway within the limits of this project. After completion of this contract any/or all replacements after openings are made in the highway must conform to the State Highway Department specifications and inspection.
4. To assume full responsibility for both the construction and maintenance of sidewalks after the completion of this contract.
5. That when the street has been reconstructed by the State Highway Department the State will turn over to the Town of Milton its ownership of all storm water sewer installations, within the corporate limits, and the future maintenance and repair of said installations shall be vested in and become the full responsibility fo the Party of the Second Part.
6. To provide the necessary right of way throughout the corporate limits of the Town of Milton to accommodate the construction having a width of 20' from the present centerline of the existing road, together with easement right of way for back slopes as above noted.
7. That the Town of Milton shall save the State Highway Department harmless from any claims by reason of possible entry by the contractor in excess of the present curb limits on or by any resident thereof arising from the proposed construction of this street.



IN CONSIDERATION OF THE ABOVE, The State Highway Department further agrees to assume full responsibility for:

1. To assume full responsibility for all necessary alterations and/or adjustments of storm water drainage structures belonging to the Town of Milton.

2. To assume full responsibility after the completion of the project for the permanent maintenance of STATE ROUTE 16, as above described.

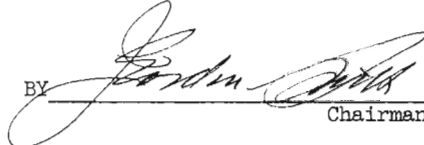
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, in duplicate, under their respective seals, the day and year first above written.


STATE HIGHWAY DEPARTMENT  
OF THE STATE OF DELAWARE

ATTEST:

  
Secretary

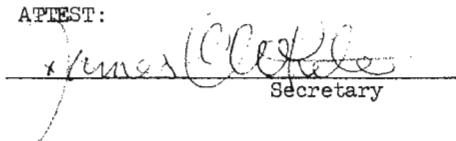
BY

  
Chairman

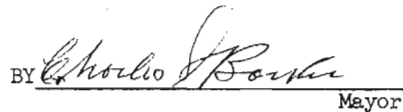
  
Chief Engineer

THE TOWN OF MILTON

ATTEST:

  
Secretary

BY

  
Mayor

STATE OF DELAWARE :  
                  *Kent*    SS  
COUNTY OF ~~NEWCASTLE~~ :

BE IT REMEMBERED, that on this *13<sup>th</sup>* day of *Dec.*,  
in the Year of Our Lord One Thousand Nine Hundred and Fifty Six (1956),  
personally appeared before me, the Subscriber, a Notary Public for the State  
of Delaware, J. Gordon Smith, Chairman of the State Highway Department of the  
State of Delaware, and R. A. Haber, Chief Engineer of the State Highway De-  
partment, parties to this Instrument of Writing, known to me personally to be  
such, and they, the said J. Gordon Smith, Chairman, and R. A. Haber, Chief  
Engineer, acknowledged this Instrument of Writing to be their own act and  
deed, and the act and deed of the State Highway Department; that the signature  
of their names to the said Instrument of Writing subscribed are in their own  
proper handwriting; that the seal thereto affixed is the seal of the State  
Highway Department; and that their act of signing, sealing, executing and de-  
livering the said Instrument of Writing was duly authorized by a Resolution  
of the said State Highway Department.

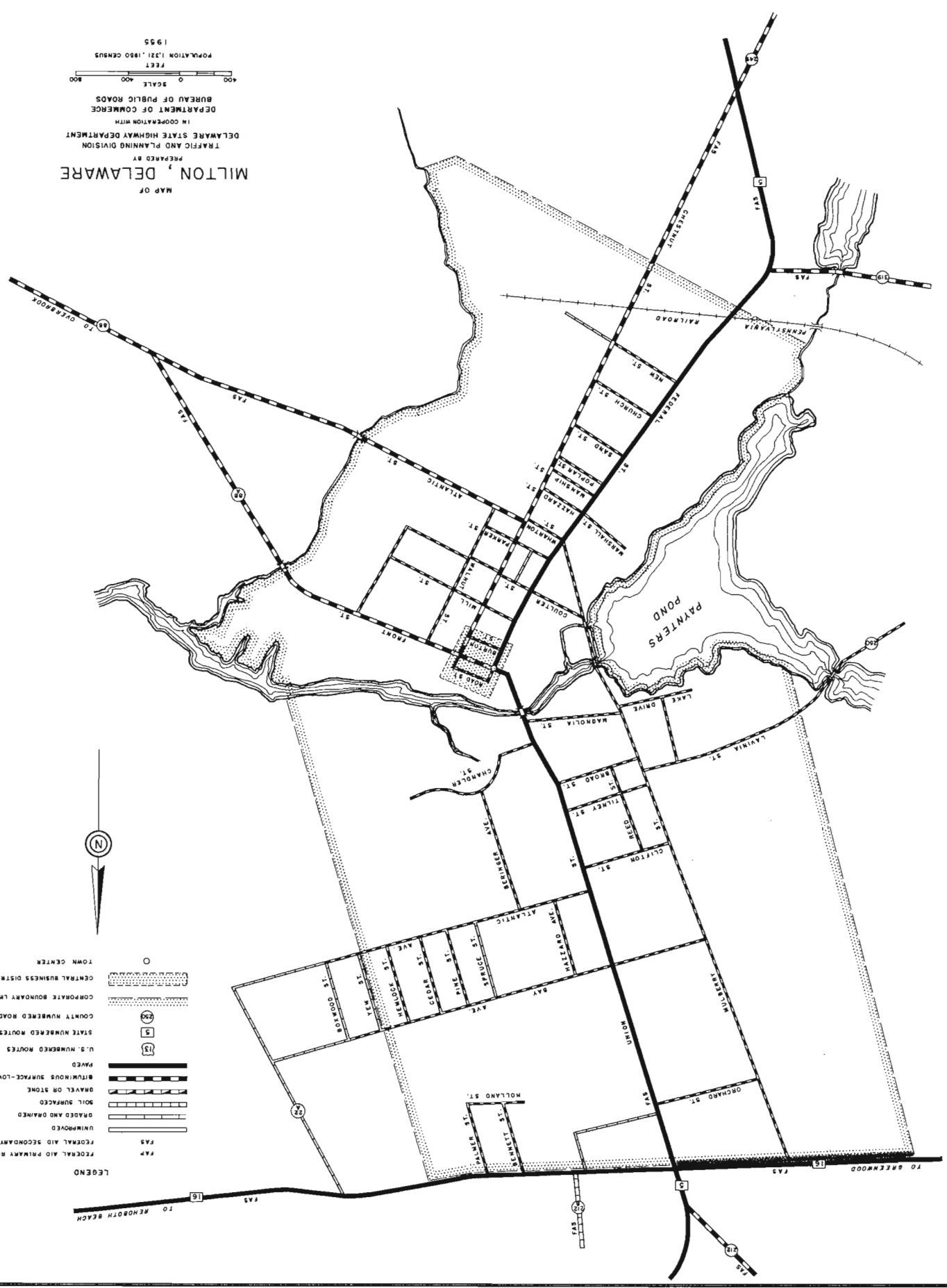
*Clara H. Harrington*  
\_\_\_\_\_  
Notary Public



MAP OF  
MILTON, DELAWARE  
PREPARED BY  
TRAFFIC AND PLANNING DIVISION  
DELAWARE STATE HIGHWAY DEPARTMENT  
IN COOPERATION WITH  
BUREAU OF PUBLIC ROADS  
DEPARTMENT OF COMMERCE  
SCALE 1" = 400 FEET  
POPULATION 1921, 1930 CENSUS  
1935



- LEGEND
- FAS FEDERAL AID PRIMARY ROUTES
  - FAP FEDERAL AID SECONDARY ROUTES
  - UNIMPROVED
  - GRADED AND DRAINED
  - SOIL SURFACED
  - GRAVEL OR STONE
  - BITUMINOUS SURFACE-LOW TYPE
  - PAVED
  - U. S. NUMBERED ROUTES
  - STATE NUMBERED ROUTES
  - COUNTY NUMBERED ROADS
  - CORPORATE BOUNDARY LINE
  - CENTRAL BUSINESS DISTRICT
  - TOWN CENTER



A G R E E M E N T

THIS AGREEMENT, made and entered into this ~~11th~~ day of *March* A. D. 1957, BETWEEN the State Highway Department of the State of Delaware, Party of the First Part, (hereinafter called State Highway Department), and the Town of Milton, a municipal corporation of the State of Delaware, Party of the Second Part, (hereinafter called Town of Milton).

WHEREAS, the parties hereto have agreed to the resurfacing of State Route 5 (Federal and Union Streets) as set forth in the plans and specifications for the construction of Contract No. 1433 - Harbeson to Waples Pond of the State Highway Department, as indicated on the approved plans for the construction of this contract, and in accordance with the print hereto attached; and

WHEREAS, the Town of Milton desires to enter into this Agreement for the purpose of enabling the State Highway Department to carry out the project above captioned; and

WHEREAS, the State Highway Department is willing to provide such construction and permanent maintenance subject to the terms and conditions herein set forth; and

NOW THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES EACH TO THE OTHER MADE, IT IS HEREBY AGREED AS FOLLOWS:

The State Highway Department agrees to resurface (hot-mix) under this contract the following streets:

State Route #5 - (Federal and Union Streets): BEGINNING at the Southerly corporate limits of the Town of Milton and extending through the Town of Milton to Route 16, the Northerly corporate limits of said town. The above work shall be confined between the locations as specified below and shall extend from curb to curb.

| <u>STATE HIGHWAY DEPARTMENT SURVEY STATION</u> | <u>DISTANCE BETWEEN CURBS</u> |
|--|-------------------------------|
| 206 f 97 to 210 f 76.50                        | 28'                           |
| 210 f 76.50 to 210 f 83.50                     | 28' to 25.8'                  |
| 210 f 83.50 to 220 f 46                        | 28.8'                         |
| 220 f 46 to 227 f 97                           | 26.8'                         |
| 227 f 97 to 228 f 00                           | 26' to 27.5'                  |
| 228 f 00 to 230 f 37                           | 27.5'                         |
| 230 f 37 to 234 f 28                           | No work                       |
| 234 f 28 to 235 f 30                           | 38'                           |
| 235 f 30 to 236 f 76                           | No work                       |
| 236 f 76 to 237 f 59                           | 34.5' to 28.5'                |
| 237 f 59 to 262 f 91                           | 28.5'                         |
| 262 f 91 to 271 f 21                           | 24.5'                         |
| 271 f 21 to 273 f 00 f                         | 24.5'                         |

In consideration of the above the State Highway Department further agrees to assume full responsibility for:

1. All necessary alterations and/or adjustments of storm water drainage structures belonging to the Town of Milton.

In consideration of the above the Town of Milton hereby agrees to assume responsibility for:

1. To provide the necessary permission for the State Highway Department and/or its agents to remove all trees or structures within the construction area.

2. To assume the responsibility for notification to private utility owners for all necessary adjustments, alterations or improvements of their utilities within the bounds of the proposed construction and to so supervise such work that it shall be completed before the general contractor starts his operations.

3. To obtain written permission from the State Highway Department before any openings are made in the highway within the limits of this project. After completion of this contract any/or all replacements after openings are made in the highway must conform to the State Highway Department specifications and inspection.

4. To assume full responsibility for both the construction and maintenance of sidewalks after the completion of this contract.

5. That when the street has been reconstructed by the State Highway Department the State will turn over to the Town of Milton its ownership of all storm water sewer installations, within the corporate limits, and the future maintenance and repair of said installations shall be vested in and become the full responsibility of the Party of the Second Part.

6. That the Town of Milton shall save the State Highway Department harmless from any claims by reason of possible entry by the contractor in excess of the present curb limits on or by any resident thereof arising from the proposed construction of this street.

7.a To enact the necessary ordinance limiting the parking on Federal and Union streets to only one side of the highway where the width between curbs is 28' or more.

7.b To permit no parking on either side of the streets, where the width between curbs is 28' or less.

7.c A copy of said ordinance to be furnished the State Highway Department within a reasonable time after the execution of this Agreement stipulating the conditions set forth in the ordinance.

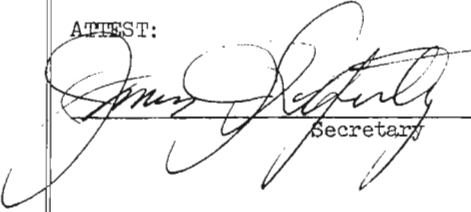
8. That the Town of Milton will obtain the necessary Easement having a width of at least 20' and a length of 300' to accommodate the laying of 300' of 29" x 18" A.C.C.M. pipe, the proposed location extending Easterly from Union Street approximately 150' North of the centerline of Broadkill Creek and as indicated on Sheet 11 of the construction plans for this contract.

8.a The Town of Milton shall further provide the necessary Easement having a width of at least 20' and a length of 120' to accommodate the laying of 120' of 29" x 18" A.C.C.M. pipe, extending in an Easterly direction from Union Street and is located approximately 260' North of the centerline of Broadkill Creek and as also identified on Sheet 11 of the construction drawings.

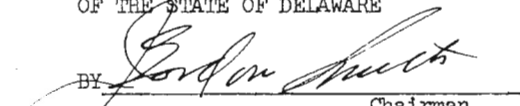
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, in duplicate, under their respective seals, the day and year first above written.


STATE HIGHWAY DEPARTMENT  
OF THE STATE OF DELAWARE

ATTEST:

  
Secretary

BY

  
Chairman

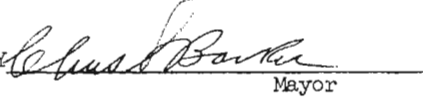
  
Chief Engineer

THE TOWN OF MILTON

ATTEST:

  
Secretary

BY

  
Mayor



STATE OF DELAWARE, :  
COUNTY OF ~~DELAWARE~~ <sup>Kent</sup> : SS

BE IT REMEMBERED, that on this 14<sup>th</sup> day of March

in the Year of Our Lord One Thousand Nine Hundred and Fifty Seven (1957), personally appeared before me, the Subscriber, a Notary Public for the State of Delaware, J. Gordon Smith, Chairman of the State Highway Department of the State of Delaware, and R. A. Haber, Chief Engineer of the State Highway Department, parties to this Instrument of Writing, known to me personally to be such, and they, the said J. Gordon Smith, Chairman, and R. A. Haber, Chief Engineer, acknowledged this Instrument of Writing to be their own act and deed, and the act and deed of the State Highway Department; that the signature of their names to the said Instrument of Writing subscribed are in their own proper handwriting; that the seal thereto affixed is the Seal of the State Highway Department; and that their act of signing, sealing, executing and delivering the said Instrument of Writing was duly authorized by a Resolution of the said State Highway Department.

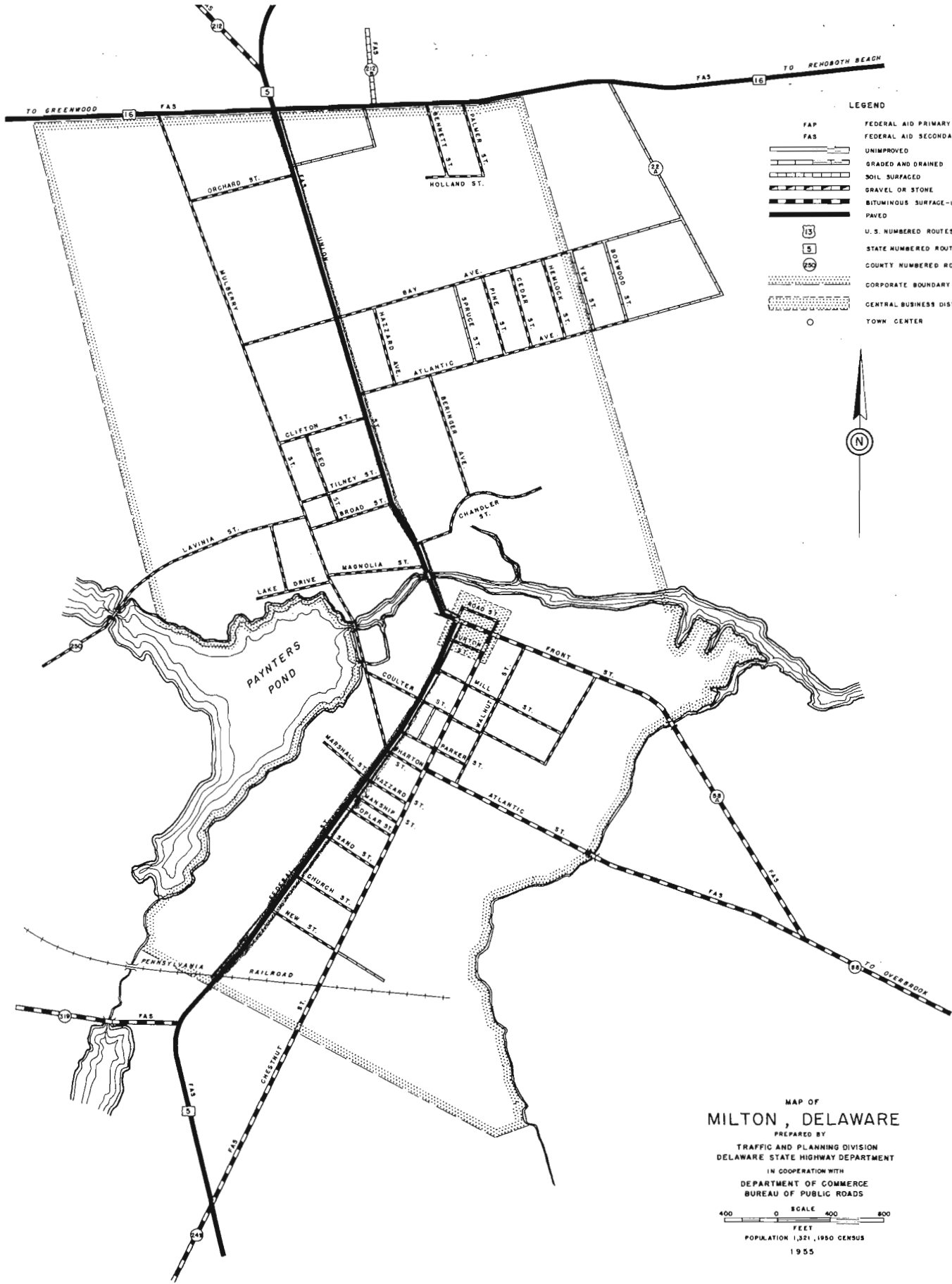
Clara H. Harrington  
Notary Public

STATE OF DELAWARE :  
                                SS  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 11<sup>th</sup> day of February in the Year of Our Lord One Thousand Nine Hundred and Fifty-Seven (1957), personally came before me, the Subscriber, a Notary Public for the State of Delaware, Charles S. Barker, Mayor of the Town of Milton, Party to this Instrument of Writing, and known to me personally to be such, and he acknowledged this Instrument of Writing to be his own act and deed and the act and deed of the said Mayor of the Town of Milton; that the signature of his name to the said Instrument of Writing subscribed to is in his own proper handwriting; that the seal thereto affixed is the corporate seal of the Mayor of the Town of Milton, and that his act of signing, sealing, executing and delivering the said Instrument of Writing was duly authorized by the Town of Milton.

GIVEN under my hand and seal of office the day and year aforesaid.

George Collins  
Notary Public



- LEGEND**
- FAP FEDERAL AID PRIMARY ROUTES
  - FAS FEDERAL AID SECONDARY ROUTES
  - UNIMPROVED
  - GRADED AND DRAINED
  - SOIL SURFACED
  - GRAVEL OR STONE
  - BITUMINOUS SURFACE-LOW TYPE
  - PAVED
  - 13 U. S. NUMBERED ROUTES
  - 5 STATE NUMBERED ROUTES
  - 29 COUNTY NUMBERED ROADS
  - CORPORATE BOUNDARY LINE
  - CENTRAL BUSINESS DISTRICT
  - O TOWN CENTER



MAP OF  
**MILTON, DELAWARE**  
 PREPARED BY  
 TRAFFIC AND PLANNING DIVISION  
 DELAWARE STATE HIGHWAY DEPARTMENT  
 IN COOPERATION WITH  
 DEPARTMENT OF COMMERCE  
 BUREAU OF PUBLIC ROADS

400 0 SCALE 400 800  
 FEET  
 POPULATION 1,321, 1950 CENSUS  
 1955

THIS AGREEMENT

MADE this 17<sup>th</sup> day of October

A.D., 1951,

BETWEEN the "State Highway Department" of the State of Delaware, Party of the First Part, and "The Town of Milton", a municipal corporation, created and existing under the Laws of the State of Delaware, Party of the Second Part, Witnesseth:

WHEREAS the Party of the First Part made an offer to the Party of the Second Part to reconstruct a portion of the existing State Highway Route #5 by the removal of the present pavement and the placing with first class road paving material, (reinforced concrete), curbs and sidewalks, at the expense of the Party of the First Part, on and along Federal and Union Streets beginning at a point approximately six hundred (600) feet south of Milton Creek and extending northerly and crossing said Milton Creek approximately one hundred twenty-five (125) feet, a highway leading from Harbeson to Milford-Rehoboth State Highway in Sussex County in the State of Delaware; and

WHEREAS the Party of the First Part has agreed to undertake the improvements as a part of Contract 769, Federal and Union Streets; and

WHEREAS the Party of the Second Part, realizing the great benefits that will accrue therefrom to the Town of Milton, has accepted said offer and has authorized the execution of this Agreement for the purpose of accomplishing the results to be effectuated by said offer and acceptance.

NOW, THEREFORE, the Party of the First Part and the Party of the Second Part, acting by and through its duly constituted Town Council, for and in consideration of the sum of One Dollar (\$1.00)

by each to the other in hand paid and in consideration of their mutual promises, covenants and agreements as hereinafter set forth, hereby covenant, promise and agree to and with each other as follows:

That the Party of the First Part agrees with the Party of the Second Part that it will improve Federal and Union Streets at the location as aforementioned, a highway leading through the said Town of Milton so that after completion the width (curb to curb) will have an overall width of approximately thirty-four (34) to thirty-eight (38) feet respectively; and also the roadway will have a variable width on curve as shown on attached plan.

The Party of the Second Part will make available to the Party of the First Part a right of way of sufficient width to accommodate the proposed street and sidewalk improvement. The following conditions will necessitate the change in width of roadway as follows:

(1) On the west side of the proposed improvement the sidewalk will be moved westwardly approximately six (6) feet from the present location, and the sidewalk to be reconstructed having a uniform width of five (5) feet.

(2) On the east side of the proposed improvement the present curb will be moved eastwardly approximately two (2) feet. The outside of the present ten (10) foot concrete sidewalk will remain as located.

(3) The present bridge crossing the Milton Creek is to be widened on the west side approximately seven (7) feet, including a concrete sidewalk having a width of approximately eight (8) feet.

(4) The State Highway Department agrees to remove concrete of sufficient size from present abutments around existing eight inch (8") water pipe extending through bridge abutments to allow

for expansion. Prior to removal of concrete from around existing eight inch (8") water pipe, the Party of the Second Part agrees to provide temporary water line by-passing or completely cut off water and to permit breakage of the existing cast iron pipe adjacent to and through the abutments in order to enlarge opening for pipe and to allow for expansion. After removal of concrete the Party of the Second Part agrees to reinstall pipe providing such expansion sleeves or other devices which may be necessary.

That the Party of the Second Part does hereby agree to assume full responsibility for performing the work of: 1. lowering or raising of any utility structures to meet proposed surface elevations; 2. the raising or lowering of water lines and/or sewers, and to make any necessary repairs thereto prior to construction of the proposed highway; 3. the present gasoline pump now located on the east side shall be removed to a location clearing the proposed construction. Also the filler cap for the gasoline storage tanks and located on the west side of the present street shall be removed and relocated, if necessary, so as to clear the required limits of the construction; 4. permission will be obtained by the Party of the Second Part for the necessary removal of a shade tree presently located on the west side of the street; 5. the Party of the Second Part will acquire the necessary permission and remove from the present location approximately twelve (12) feet of the frame lean-to structure located on the southwest side of the Milton Creek Bridge so as to provide clearance for work on proposed bridge extension.

The Party of the First Part has determined that it is its obligation to pay for certain public utility work as set forth in an estimate which will be submitted by the Party of the Second Part before the Party of the First Part receives bids for the con-

struction of this project; and the Party of the First Part hereby agrees to compensate the Party of the Second Part for these obligations providing that the procedure in accomplishing the work conforms to the provisions of General Administrative Memorandum #300 of the Public Roads Administration; and that the Party of the Second Part agrees to provide a work schedule covering the performance of all work on their sewers, water line, or other utilities made necessary as a result of the new construction.

That the Party of the Second Part will not permit any individual or corporation to open any of said streets until such individual or corporation shall have first obtained a written permit from the Party of the First Part and shall have exhibited the same to the Party of the Second Part.

The Party of the First Part will permanently maintain between curb lines that portion of the highway to be improved. The permanent maintenance and replacement of the sidewalk area as constructed under this project is to be a responsibility of the Party of the Second Part.

IN WITNESS WHEREOF, the Parties hereto have duly executed this agreement in duplicate, under their respective seals, the day and year first above written.

STATE HIGHWAY DEPARTMENT  
of the State of Delaware

Attest:

Leroy J. Hawke  
Secretary

By [Signature]  
Chairman

[Signature]  
Chief Engineer

Attest:

THE TOWN OF MILTON

[Signature]  
Secretary of the Town Council  
of the Town of Milton.

By [Signature]  
Mayor or President of the Town  
Council of the Town of Milton.

The Secretary presented a proposed agreement between the State Highway Department and the Town of Milton concerning the improvement of Federal and Union Streets, State Highway Route #5, in the said Town of Milton.

The agreement was discussed and fully considered. Upon motion duly made, seconded and unanimously adopted,

IT WAS RESOLVED that said agreement be approved and be made a part of the minutes and that J. Gordon Smith, the Chairman of the State Highway Department of the State of Delaware is hereby authorized and directed to execute the said agreement, and the Secretary is hereby authorized and directed to attest the execution of said agreement and affix the official seal thereto.

STATE HIGHWAY DEPARTMENT

By J. Gordon Smith  
Chairman

DATE: October 17, 1951

ATTEST:

Leroy F. Hawke  
Leroy F. Hawke, Secretary



STATE OF DELAWARE }  
                          } SS.  
KENT COUNTY       }

BE IT REMEMBERED, that on this 17<sup>th</sup> day of October, in the year of our LORD one thousand nine hundred and fifty-one, personally came before me, the Subscriber, a Notary Public for the State of Delaware, J. Gordon Smith, Chairman of the State Highway Department of the State of Delaware, which said State Highway Department of the State of Delaware is a part to this Instrument of Writing and known to me personally to be such, and he, the said J. Gordon Smith, Chairman, acknowledged this Instrument of Writing to be his own act and deed and the act and deed of the said State Highway Department; that the signature of his name to said Instrument of Writing subscribed is in his own proper handwriting; that the seal thereto affixed is the seal of the said State Highway Department; and that his act of signing, sealing, executing and delivering the said Instrument of Writing was duly authorized by a resolution of the said State Highway Department.

GIVEN under my hand and seal of office the day and year aforesaid.

J. H. [Signature]  
Notary Public.

STATE OF DELAWARE }  
                          } SS.  
SUSSEX COUNTY      }

BE IT REMEMBERED, THAT on this 21<sup>st</sup> day  
of Sept, in the year of our LORD one thousand  
nine hundred and fifty-one, personally came before me, the Sub-  
scriber, a Notary Public for the State of Delaware \_\_\_\_\_  
Dorsey W. Pemberton Mayor or President of the Town  
Council of the Town of Milton, Party to this Instrument of Writ-  
ing, known to me personally to be such, and he acknowledged this  
Instrument of Writing to be his own act and deed and the act and  
deed of the said The Town of Milton; that the signature of his  
name to said Instrument of Writing subscribed is in his own  
proper handwriting; that the seal thereto affixed is the corporate  
seal of the said The Town of Milton; and that his act of signing,  
sealing, executing, and delivering the said Instrument of Writing  
was duly authorized by resolution of the Town Council of the Town  
of Milton.

GIVEN under my hand and seal of office the day and year  
aforesaid.

George Collins  
Notary Public.

AN ORDINANCE GRANTING A PERMIT, LICENSE OR FRANCHISE TO THE "STATE HIGHWAY DEPARTMENT" OF THE STATE OF DELAWARE TO CONSTRUCT AND PERPETUALLY MAINTAIN A CERTAIN MODERN, IMPROVED HIGHWAY IN "THE TOWN OF MILTON", SUSSEX COUNTY AND STATE OF DELAWARE, "A"-EXTENDING FROM THE INTERSECTION OF CERTAIN STREETS KNOWN AS WHORTON AND CHESTNUT STREETS IN THE SAID "TOWN OF MILTON", WITH THE MILTON-OVERBROOK HIGHWAY, TO ITS INTERSECTION WITH THE SOUTHERLY TOWN LIMITS OF THE SAID "TOWN OF MILTON"; "B"-EXTENDING FROM THE INTERSECTION OF CERTAIN STREETS KNOWN AS FRONT AND CHESTNUT STREETS IN "THE TOWN OF MILTON", WITH THE MILTON-OVERBROOK HIGHWAY DESIGNATED ON PLAN, CONTRACT 415, AS LINE "A" TO ITS INTERSECTION WITH THE SOUTHERLY TOWN LIMITS OF THE SAID "TOWN OF MILTON", AND AUTHORIZING THE EXECUTION BY "THE TOWN OF MILTON", A MUNICIPAL CORPORATION OF THE STATE OF DELAWARE, OF A CERTAIN CONTRACT HEREINAFTER SET FORTH BETWEEN THE SAID "THE TOWN OF MILTON" AND THE SAID "STATE HIGHWAY DEPARTMENT" OF THE STATE OF DELAWARE, DEFINING THE TERMS AND CONDITIONS UNDER WHICH THE SAID "STATE HIGHWAY DEPARTMENT" SHALL CONSTRUCT AND PERPETUALLY MAINTAIN SAID MODERN, IMPROVED HIGHWAY, THE RESTRAINTS THAT THE SAID "THE TOWN OF MILTON" SHALL BE UNDER WITH RESPECT TO OPENING, DIGGING UP (GRANTING A PERMIT, FRANCHISE OR LICENSE WITH RESPECT TO) OR OTHERWISE INTERFERING WITH SAID IMPROVED HIGHWAY AND ALSO FIXING THE RELATIONS THAT SHALL EXIST BETWEEN "THE TOWN OF MILTON" AND THE SAID "STATE HIGHWAY DEPARTMENT" WITH RESPECT TO SAID IMPROVED HIGHWAY SO TO BE BUILT AND MAINTAINED BY SAID "STATE HIGHWAY DEPARTMENT".

WHEREAS, the "State Highway Department" of the State of Delaware has made a certain offer to "The Town of Milton" to construct and perpetually maintain a certain modern, improved highway, extending from the intersection of the certain streets known as Whorton and Chestnut Streets in the said "Town of Milton", with the Milton-Overbrook Highway, to its intersection with the southerly town limits of the said "Town of Milton"; and extending from the intersection of certain streets known as Front and Chestnut Streets in "The Town of Milton", with the Milton-Overbrook Highway designated on plan, Contract 415, as line "A" to its intersection with the southerly town limits of the said "Town of Milton", and

WHEREAS, it is deemed by "The Town of Milton" to be greatly in the interest of the said town and its people to accept such offer and to authorize the doing of such things as may be necessary to accomplish the purpose thereof;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Town Council of "The Town of Milton":

Sec. 1. That the said offer of the said "State Highway Department" of the State of Delaware as hereinabove set forth in the first preamble be and the same is hereby accepted upon the terms and conditions herein prescribed.

Sec. 2. That consent is hereby given and granted to the "State Highway Department" of the State of Delaware to both construct and perpetually maintain an improved highway, having a width of metal of sixteen (16) feet, "A"-beginning at a point at the intersection of the right of way lines of the State Highway leading from the Harbeson-Milton Highway to the Milton-Overbrook Highway, (Front Street) designated as line A, with a certain street known as Chestnut Street in the said "Town of Milton". Each of the said right of way lines being parallel to and twenty-five (25) feet distant from the center line of the said State Highway; thence along the said right of way lines S 65° 33' E 1132 feet to a point in the said right of way lines; thence southerly tangent to the right on the arc of a circle of 383.1 feet radius 218 feet to a point; thence S 32° 46' E 97 feet to a point in the center line of a stream known as Parker Branch Run, the aforesaid stream being established as the southeasterly town limits of the said "Town of Milton; and "B"-beginning at a point at the intersection of the right of way lines of the State Highway leading from Milton to Overbrook, with a certain street known as Chestnut Street in "The Town of Milton." Each of the said right of way lines being parallel to and twenty-five (25) feet distant from the center line of the said State Highway; thence along the said right of way lines S 60° 41' E 1310 feet to a point in the said right of way lines; thence southeasterly tangent to the left on the arc of a circle of 2864.9 feet radius 30 feet to a point in the center line of a stream known as Parker Branch Run, the aforesaid stream being established as the southeasterly town limits of the said "Town of Milton."

In the exercise of the license, permission and authority hereby granted, the said "State Highway Department" shall have the right to dig up, excavate or otherwise work upon and with the present bed of the streets in the said "The Town of Milton" and to do all things necessary in connection with the construction of a modern, well paved highway thereon, providing that in so doing the said "State Highway Department" shall not injure or otherwise interfere with any underground structures now located under the surface of the streets either belonging to "The Town of Milton" or belonging to others acting under a franchise or permit granted thereby.

Sec. 3. That "The Town of Milton" shall not hereafter grant any license, permission, franchise or other right to any corporation or person to open the bed or surface of said streets within the curb lines thereof for any purpose whatever nor in any way dig up, disturb or in any manner interfere with the surface or substructure thereof nor shall the said "The Town of Milton" open the bed of said streets or dig into the same or in any manner disturb or interfere with the surface or substructure thereof within the said curb lines for any municipal purpose without first having notified the said "State Highway Department" of its intention to grant such license, permission, franchise or other right or to open, dig into, disturb or otherwise interfere with such bed, surface or substructure, specifying in such notice the purpose of the permission granted or of the contemplated municipal work in or on the streets, the extent and character of the same and the exact location in the said street or streets to which it applies. Upon receiving such notice the said "State Highway Department" shall either forthwith terminate the agreement hereinafter referred to or shall open said street or streets at the location specified and when the purpose for which said permission is granted or opening made shall have been

accomplished, the said "State Highway Department" shall close such opening and restore the streets, so nearly as possible, to their condition before such opening was made. Immediately after such restoration of said streets the said State Highway Department shall furnish the said "The Town of Milton" with an itemized statement of the actual cost of such opening and restoration of said streets and the said "The Town of Milton" shall forthwith pay the amount of such cost as shown by such statement to the said "State Highway Department".

Sec. 4. That new building lines are hereby established along the routes of the proposed new highway as herein set forth which said new building lines are declared to be two lines parallel with the center line of the said proposed new highway and twenty-five (25) feet distant from said center line on each side thereof.

Sec. 5. That the Town Council of the said "The Town of Milton" shall proceed to mark out, define and establish the grades shown on the plans attached to the agreement hereinafter contained so that the grades of the said street or highway which are to be improved and paved by the said "State Highway Department" hereunder shall be thus definitely delimited.

Sec. 6. That the consent and permission hereby granted shall become effective only upon the execution, in duplicate, by the said "The Town of Milton" and the said "State Highway Department" of the said agreement in words and figures as next immediately hereafter set forth and that the Honorable Charles B. Porter, the Mayor and President of the Town Council of "The Town of Milton", is hereby authorized and directed to execute and acknowledge, in duplicate, on behalf of "The Town of Milton" the said agreement by causing his hand to be thereunto affixed in his capacity as Mayor and President and by affixing thereto the corporate seal of "The Town of Milton"

and the Clerk of the Town Council of "The Town of Milton" is hereby authorized and directed to attest the execution of the said agreement and the affixation of said corporate seal; and one of the said agreements when executed shall be delivered to the said "State Highway Department" and the other shall be retained by the said "The Town of Milton" and the said agreement is as follows, to wit:

THIS AGREEMENT, made this 25<sup>th</sup> day of May, A.D. 1936, between the "STATE HIGHWAY DEPARTMENT" of the State of Delaware, party of the first part, and "THE TOWN OF MILTON", a municipal corporation of the State of Delaware, party of the second part:

WHEREAS, the party of the first part has made an offer to the party of the second part to construct an improved highway with first-class street or road paving materials and to perpetually maintain the same at the expense of the party of the first part, having a width of metal of sixteen (16) feet, "A"-beginning at a point at the intersection of the right of way lines of the State Highway leading from the Harbeson-Milton Highway to the Milton-Overbrook Highway, (Front Street) designated as line "A", with a certain street known as Chestnut Street in the said town of Milton. Each of the said right of way lines being parallel to and twenty-five (25) feet distant from the center line of the said State Highway; thence along the said right of way lines S 65° 33' E 1132 feet to a point in the said right of way lines; thence southerly tangent to the right on the arc of a circle of 383.1 feet radius 218 feet to a point; thence S 32° 46' E 97 feet to a point in the center line of a stream known as Parker Branch Run, the aforesaid stream being established as the southeasterly town limits of the said "Town of Milton;" and "B"-beginning at a point at the intersection of the right of way lines of the State Highway leading from Milton to Overbrook, with a certain street known as Chestnut Street in the "Town of Milton." Each of the said right of way lines being parallel to and twenty-five (25) feet distant from the center line of the said State Highway; thence along the said right of way lines S 60° 41' E 1310 feet to a point in the said right of way lines; thence southeasterly tangent to the left on the arc of a circle of 2864.9



feet radius 30 feet to a point in the center line of a stream known as Parker Branch Run, the aforesaid stream being established as the southeasterly town limits of the said Town of Milton; upon condition that the party of the second part shall establish the necessary grades and grant to the party of the first part the permission to so construct and maintain the said improved highways and will agree not to open or in any way interfere with the surface or substructure of said highways or streets for municipal purposes and not to grant any franchise, license or permit to open or interfere with the same except upon terms and conditions hereinafter prescribed; and

WHEREAS, the party of the second party realizing the great benefit that will accrue therefrom to "The Town of Milton" has accepted said offer and has authorized the execution of this agreement for the purpose of accomplishing the results to be effectuated by said offer and acceptance;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That the said parties hereto, for and in consideration of the sum of One Dollar (\$1.00) by each to each of the others in hand paid, and also for and in consideration of their mutual covenants, promises and agreements as hereinafter set forth, hereby covenant, promise and agree to and with each other as follows:

(1) The party of the second part hereby gives and grants to the party of the first part full license, permission and authority to build, construct and perpetually maintain an improved highway, of a width of metal of sixteen (16) feet with adequate shoulders, extending through the said town as previously described and as shown on the plans and specifications hereto attached and made a part hereof. In the exercise of the license, permission and authority hereby granted, the party of the first part shall have the right to dig up, excavate or otherwise work upon and with the present bed of the streets in the said "The

Town of Milton" and to do all things necessary in connection with the construction of a modern, well-paved highway thereon, provided that in so doing the party of the first part shall not injure or otherwise interfere with any underground structures now located under the surface of the said streets either belonging to the party of the second party or belonging to others acting under a franchise or permit from the party of the second part.

(2) The party of the first part hereby agrees, so soon as practicable, to construct out of some modern, highgrade paving material, an improved highway as previously described and referred to in this agreement and of the width and in the location indicated, in such manner as that when completed the surface of the said street shall be hard, smooth, level and durable; and the party of the first part further agrees to perpetually maintain said portion of said street so to be improved by it as aforesaid in practically the same, or as good condition as when first completed. The party of the first part also agrees that all such cost of such original construction and all cost of maintenance and rebuilding of said portion of said street shall be paid by the party of the first part but that all such construction and maintenance shall be actually done by the party of the first part through its engineering and other organization and shall be so done upon the sole judgment, discretion and responsibility of the party of the first part.

(3) The party of the second part hereby agrees that it will not hereafter grant any license, permission, franchise or other right to any corporation or person to open the bed or surface of said streets within the curb lines thereof for any purpose whatsoever, nor in any way dig up, disturb or in any manner interfere with the surface or substructure of the said streets within the said curb lines and will not open the bed of the said streets within the said curb lines or dig into the same or in any manner

disturb or interfere with the surface or substructure thereof within the said curb lines for any municipal purpose without first having notified the said party of the first part of its intention to grant such license, permission, franchise or other right or to open, dig into, disturb or otherwise interfere with such bed, surface or substructure, specifying in such notice the purpose of the permission granted or of the contemplated municipal work in or on the streets, the extent and character of same and the exact location in the said street or streets to which it applies; upon condition that upon receiving such notice the said party of the first part shall have the right either to terminate the agreement herein expressed to perpetually maintain said portion of said street, or streets and shall so terminate the same or shall open said street or streets at the location specified and when the purpose for which said permission is granted or opening made shall have been accomplished, shall close such opening and restore the streets so nearly as possible to their condition before such opening; and if and when after such restoration of said streets the said party of the first part shall furnish the said party of the second part with an itemized statement of the actual cost of such opening and restoration of said streets, the said party of the second part shall forthwith pay the amount of such cost as shown by such statement to the said party of the first part.

(4) The party of the first part agrees upon receipt from the said party of the second part of the notification provided for in numbered paragraph (3) hereof, either to terminate this agreement immediately or, so soon as practicable, to open said portion of said streets at the place and in the manner indicated in such notice and, so soon as practicable after the accomplishment of the purpose for which said opening is made, to close the same and restore the streets so nearly as possible

to their condition before such opening and promptly thereafter to furnish the party of the second part with an itemized statement of the actual cost of such opening and restoration of said streets.

(5) The said party of the second part agrees that it will forthwith proceed with the establishment of new building lines along the said street or highway so that the said street or highway shall be fifty (50) feet wide and so that the said building lines shall each be twenty-five (25) feet distant from the center line of the said street or highway.

(6) The party of the second part further agrees that it will forthwith proceed to mark out, define and establish the grades shown on the plans hereto attached so that the grades of the said streets or highways which are to be improved and paved by the said party of the first part hereunder shall be thus definitely delimited.

(7) The party of the first part agrees to indemnify and save harmless and does hereby indemnify and save harmless the party of the second part from all claims, suits, loss or damages that may result from the work of constructing said improved streets and maintaining the same in perpetuity, and the said party of the first part hereby agrees to assume, be responsible for and pay all the legitimate claims or demands either against the party of the first part or the party of the second part which shall arise out of any work that shall be done or materials that shall be furnished in connection with the construction or maintenance hereunder of said portion of said street.

(8) This agreement shall extend to and be binding upon the successors, governmental or otherwise, of the parties hereto as fully and to the same extent as it is binding upon the said parties themselves.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement, in duplicate, under their respective seals,

the day and year first hereinabove written.

Signed, Sealed and Delivered  
in the Presence of:

"STATE HIGHWAY DEPARTMENT"  
of the State of Delaware.

By *John P. ...*  
Chairman

*James W. Cannon as to*  
*W.W.M. - C.B.P. C.E.T.*

*W. ...*  
Chief Engineer

"THE TOWN OF MILTON"

*Chas. S. Hazard*

By *Chas. S. Hazard*  
Mayor and President

Attest: *Chas. S. Shackery*  
Clerk

STATE OF DELAWARE }  
                          : SS.  
KENT COUNTY       }

BE IT REMEMBERED, That on this 29<sup>th</sup>  
day of May, in the year of our Lord  
one thousand nine hundred and thirty-six, personally came  
before me, the Subscriber, a Notary Public for the State and  
County aforesaid, Frank V. duPont, Chairman of the "State High-  
way Department" of the State of Delaware, which said "State  
Highway Department" of the State of Delaware is a party to this  
instrument of writing and known to me personally to be such and  
acknowledged this instrument of writing to be his own act and  
deed and the act and deed of the said "State Highway Depart-  
ment"; that the signature of his name to said instrument of  
writing subscribed is in his own proper handwriting; that the  
seal thereto affixed is the seal of the said "State Highway  
Department"; and that his act of signing, sealing, executing  
and delivering the said instrument of writing was duly authorized  
by a resolution of the said "State Highway Department".

GIVEN under my hand and seal of office the day and year  
aforesaid.

Theodore V. Simpson  
Notary Public

STATE OF DELAWARE }  
                          : SS.  
SUSSEX COUNTY      }

BE IT REMEMBERED, That on this 25<sup>TH</sup>  
day of MAY, in the year of our Lord one  
thousand nine hundred and thirty-~~six~~, personally came before  
me, the Subscriber, a Notary Public for the State of Delaware,  
Charles B. Porter, Mayor and President of the  
Town Council of "The Town of Milton", party to this instrument  
of writing, known to me personally to be such, and acknowledged  
this instrument of writing to be his own act and deed and the  
act and deed of the said "The Town of Milton"; that the signa-  
ture of his name to said instrument of writing subscribed is  
in his own proper handwriting; that the seal thereto affixed  
is the corporate seal of the said "The Town of Milton"; and  
that his act of signing, sealing, executing and delivering the  
said instrument of writing was duly authorized by a resolution  
of the Commissioners of "The Town of Milton".

GIVEN under my hand and seal of office the day and year  
aforesaid.

Cera S. Hazard  
Notary Public

THIS AGREEMENT, made this twelfth  
day of June, A. D. 1923, between the "STATE  
HIGHWAY DEPARTMENT" of the State of Delaware, party of the first  
part, and "THE TOWN OF MILTON", a municipal corporation of the  
State of Delaware, party of the second part:

WHEREAS the party of the first part has made an offer  
to the party of the second part to construct an improved high-  
way with first class street or road paving materials and to per-  
petually maintain the same at the expense of the party of the  
first part, having a width of metal of sixteen feet of which  
the center line shall extend from the intersection of the center  
line of the State Highway with the Southerly town limits line  
of "The Town of Milton", said point of intersection being twenty-  
eight and one-half (28.5) feet distant from the South rail of  
the main track of the Maryland, Delaware and Virginia Railroad,  
measured at right angles thereto and running thence along the  
center line of Fedefal Street North forty-seven degrees eight  
minutes East one hundred twenty-four (N 47° 08' E 124) feet;  
thence tangent to the left on the arc of a circle of nineteen  
hundred ten (1910) feet radius two hundred sixty-two and eight-  
tenths (262.8) feet; thence tangent North thirty-nine degrees  
fifteen minutes East seventeen hundred sixty-nine and one-tenth  
(N 39° 15' E 1769.1) feet; thence North thirty-five degrees  
fifty-two minutes East two hundred twenty-seven and six-tenths  
(N 35° 52' E 227.6) feet; thence tangent to the left on the arc  
of a circle of thirty-eight hundred nineteen and eight-tenths  
(3819.8) feet radius four hundred thirty (430) feet; thence  
tangent North twenty-nine degrees twenty-five minutes East four



hundred eighty-two and one-tenth (N 29° 25' E 482.1) feet;  
thence along the center line on Front Street North sixty-four  
degrees one minute West ninety-seven (N 64° 01' W 97) feet;  
thence along the center line on Union Street North seventeen  
degrees twenty-three minutes West three hundred forty and five-  
tenths (N 17° 23' W 340.5) feet; thence tangent to the left on  
the arc of a circle of seven hundred sixteen and eight-tenths  
(716.8) feet radius one hundred twelve and five-tenths (112.5)  
feet; thence tangent North twenty-six degrees twenty-three min-  
utes West four hundred forty-nine and 6/10 (N 26° 23' W 449.6) feet;  
thence tangent to the right on the arc of a circle of three  
hundred fifty-nine and three-tenths (359.3) feet radius ninety-  
one and seven-tenths (91.7) feet; thence tangent North eleven  
degrees forty-three minutes West six hundred one and six-tenths  
(N 11° 43' W 601.6) feet; thence North ten degrees forty-one  
minutes West eight hundred eighteen and nine-tenths (N 10° 41'  
W 818.9) feet; thence North ten degrees seven minutes West seven  
hundred eighty and eight-tenths (N 10° 07' W 780.8) feet; thence  
North nine degrees fifty-three minutes West eight hundred thirty-  
four and one-tenth (N 9° 53' W 834.1) feet to a point in the  
Northerly town limits line of "The Town of Milton"; said point  
being at the intersection of the roads between Milton and Milford  
and between Ellendale and Drawbridge, upon condition that the  
party of the second part shall establish the necessary grades  
and grant to the party of the first part the permission to so  
construct and maintain the said improved highways and will agree  
not to open or in any way interfere with the surface or sub-  
structure of said highways or streets for municipal purposes  
and not to grant any franchise, license or permit to open or  
interfere with the same except upon terms and conditions herein-

after prescribed; and

WHEREAS the party of the second part realizing the great benefit that will accrue therefrom to "The Town of Milton" has accepted said offer and has authorized the execution of this agreement for the purpose of accomplishing the results to be effectuated by said offer and acceptance;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That the said parties hereto, for and in consideration of the sum of One Dollar (\$1.00) by each to each of the others in hand paid, and also for and in consideration of their mutual covenants, promises and agreements as hereinafter set forth, hereby covenant, promise and agree to and with each other as follows:

(1) The party of the second part hereby gives and grants to the party of the first part full license, permission and authority to build, construct and perpetually maintain an improved highway, of a width of metal of sixteen (16) feet with adequate shoulders, extending through the said town as previously described and as shown on the plans and specifications hereto attached and made a part hereof. In the exercise of the license, permission and authority hereby granted, the party of the first part shall have the right to dig up, excavate or otherwise work upon and with the present bed of the streets in the said "The Town of Milton" and to do all things necessary in connection with the construction of a modern, well-paved highway thereon, provided that in so doing the party of the first part shall not injure or otherwise interfere with any underground structures now located under the surface of the said streets either belonging to the party of the second part or belonging to others acting under a franchise or permit from the party of the second

part.

(2) The party of the first part hereby agrees, so soon as practicable, to construct out of some modern, highgrade paving material, an improved highway as previously described and referred to in this agreement and of the width and in the location indicated, in such manner as that when completed the surface of the said street shall be hard, smooth, level and durable; and the party of the first part further agrees to perpetually maintain said portion of said street so to be improved by it as aforesaid in practically the same, or as good condition as when first completed. The party of the first part also agrees that all such cost of such original construction and all cost of maintenance and rebuilding of said portion of said street shall be paid by the party of the first part but that all such construction and maintenance shall be actually done by the party of the first part through its engineering and other organization and shall be so done upon the sole judgment, discretion and responsibility of the party of the first part.

(3) The party of the second part hereby agrees that it will not hereafter grant any license, permission, franchise or other right to any corporation or person to open the bed or surface of said streets within the curb lines thereof for any purpose whatsoever, nor in any way dig up, disturb or in any manner interfere with the surface or substructure of the said streets within the said curb lines and will not open the bed of the said streets within the said curb lines or dig into the same or in any manner disturb or interfere with the surface or substructure thereof within the said curb lines for any municipal purpose without first having notified the said party of the

first part of its intention to grant such license, permission, franchise or other right or to open, dig into, disturb or otherwise interfere with such bed, surface or substructure, specifying in such notice the purpose of the permission granted or of the contemplated municipal work in or on the streets, the extent and character of same and the exact location in the said street or streets to which it applies; upon condition that upon receiving such notice the said party of the first part shall have the right either to terminate the agreement herein expressed to perpetually maintain said portion of said street, or streets and shall so terminate the same or shall open said street or streets at the location specified and when the purpose for which said permission is granted or opening made shall have been accomplished, shall close such opening and restore the streets so nearly as possible to their condition before such opening; and if and when after such restoration of said streets the said party of the first part shall furnish the said party of the second part with an itemized statement of the actual cost of such opening and restoration of said streets, the said party of the second part shall forthwith pay the amount of such cost as shown by such statement to the said party of the first part.

(4) The party of the first part agrees upon receipt from the said party of the second part of the notification provided for in numbered paragraph (3) hereof, either to terminate this agreement immediately or, so soon as practicable, to open said portion of said streets at the place and in the manner indicated in such notice and, so soon as practicable after the accomplishment of the purpose for which said opening is made, to close the same and restore the streets so nearly as possible to their condition before such opening and promptly thereafter

to furnish the party of the second part with an itemized statement of the actual cost of such opening and restoration of said streets.

(5) The said party of the second part agrees that it will forthwith proceed with the establishment of new building lines along the said street or highway so that the said street or highway shall be sixty (60) feet wide and so that the said building lines shall each be thirty (30) feet distant from the center line of the said street or highway.

(6) The party of the second part further agrees that it will forthwith proceed to mark out, define and establish the grades shown on the plans hereto attached so that the grades of the said streets or highways which are to be improved and paved by the said party of the first part hereunder shall be thus definitely delimited.

(7) The party of the first part agrees to indemnify and save harmless and does hereby indemnify and save harmless the party of the second part from all claims, suits, loss or damages that may result from the work of constructing said improved streets and maintaining the same in perpetuity, and the said party of the first part hereby agrees to assume, be responsible for and pay all the legitimate claims or demands either against the party of the first part or the party of the second part which shall arise out of any work that shall be done or materials that shall be furnished in connection with the construction or maintenance hereunder of said portion of said street.

(8) This agreement shall extend to and be binding upon the successors, governmental or otherwise, of the parties

hereto as fully and to the same extent as it is binding upon the said parties themselves.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement, in duplicate, under their respective seals, the day and year first hereinabove written.

Signed, Sealed and Delivered in the Presence of:

"STATE HIGHWAY DEPARTMENT" of the State of Delaware.

By A. R. Benson  
Chairman.

C. J. Ruff  
Chief Engineer.

"THE TOWN OF MILTON"

*John C. Lantz,*

By William H. Welch  
Mayor and President.

Attest: William M. [unclear]  
Clerk.

STATE OF DELAWARE }  
                          : SS.  
KENT COUNTY         }

BE IT REMEMBERED, That on this  
fifteenth day of June, in the  
year of our Lord one thousand nine hundred and twenty-three,  
personally came before me, the Subscriber, a Notary Public for  
the State and County aforesaid, Alden R. Benson, Chairman of  
the "State Highway Department" of the State of Delaware, which  
said "State Highway Department" of the State of Delaware is a  
party to this instrument of writing and known to me personally  
to be such and acknowledged this instrument of writing to be  
his own act and deed and the act and deed of the said "State  
Highway Department"; that the signature of his name to said  
instrument of writing subscribed is in his own proper handwrit-  
ing; that the seal thereto affixed is the seal of the said  
"State Highway Department"; and that his act of signing, seal-  
ing, executing and delivering the said instrument of writing  
was duly authorized by a resolution of the said "State Highway  
Department".

GIVEN under my hand and seal of office the day and year  
aforesaid.

Walter W. Uvalde  
Notary Public.

STATE OF DELAWARE }  
                          : SS.  
SUSSEX COUNTY      }

BE IT REMEMBERED, That on this  
twelfth day of June, in the  
year of our Lord one thousand nine hundred and twenty-three,  
personally came before me, the Subscriber, a Notary Public for  
the State of Delaware, William H. Welch, Mayor and  
President of the Town Council of "The Town of Milton", party to  
this instrument of writing, known to me personally to be such,  
and acknowledged this instrument of writing to be his own act  
and deed and the act and deed of the said "The Town of Milton";  
that the signature of his name to said instrument of writing  
subscribed is in his own proper handwriting; that the seal  
thereto affixed is the corporate seal of the said "The Town of  
Milton"; and that his act of signing, sealing, executing and  
delivering the said instrument of writing was duly authorized  
by a resolution of the <sup>Town Council</sup> ~~Commissioners~~ of "The Town of Milton".

GIVEN under my hand and seal of office the day and  
year aforesaid.

Thomas H. Douglas  
Notary Public.



AN ORDINANCE GRANTING A PERMIT, LICENSE OR FRANCHISE TO THE "STATE HIGHWAY DEPARTMENT" OF THE STATE OF DELAWARE TO CONSTRUCT AND PERPETUALLY MAINTAIN A CERTAIN MODERN, IMPROVED HIGHWAY IN "THE TOWN OF MILTON", SUSSEX COUNTY AND STATE OF DELAWARE, EXTENDING FROM THE INTERSECTION OF THE STATE HIGHWAY WITH THE SOUTHERLY TOWN LIMITS TO THE INTERSECTION OF THE ROADS BETWEEN MILTON AND MILFORD AND BETWEEN ELLENDALE AND DRAWBRIDGE AT THE NORTHERLY TOWN LIMITS OF "THE TOWN OF MILTON" AND RUNNING PARTLY ALONG FEDERAL, FRONT, AND UNION STREETS IN SAID TOWN, AND AUTHORIZING THE EXECUTION BY "THE TOWN OF MILTON", A MUNICIPAL CORPORATION OF THE STATE OF DELAWARE, OF A CERTAIN CONTRACT HEREINAFTER SET FORTH BETWEEN THE SAID "THE TOWN OF MILTON" AND THE SAID "STATE HIGHWAY DEPARTMENT" OF THE STATE OF DELAWARE, DEFINING THE TERMS AND CONDITIONS UNDER WHICH THE SAID "STATE HIGHWAY DEPARTMENT" SHALL CONSTRUCT AND PERPETUALLY MAINTAIN SAID MODERN, IMPROVED HIGHWAY, THE RESTRAINTS THAT THE SAID "THE TOWN OF MILTON" SHALL BE UNDER WITH RESPECT TO OPENING, DIGGING UP (GRANTING A PERMIT, FRANCHISE OR LICENSE WITH RESPECT TO) OR OTHERWISE INTERFERING WITH SAID IMPROVED HIGHWAY AND ALSO FIXING THE RELATIONS THAT SHALL EXIST BETWEEN "THE TOWN OF MILTON" AND THE SAID "STATE HIGHWAY DEPARTMENT" WITH RESPECT TO SAID IMPROVED HIGHWAY SO TO BE BUILT AND MAINTAINED BY SAID "STATE HIGHWAY DEPARTMENT".

WHEREAS, the "State Highway Department" of the State of Delaware has made a certain offer to "The Town of Milton" to construct and perpetually maintain a certain modern, improved highway, extending from the intersection of the State Highway with the Southerly town limits to the intersection of the roads between Milton and Milford and between Ellendale and Drawbridge at the Northerly town limits of "The Town of Milton" and running partly along Federal Front, and Union Streets in said town, and

WHEREAS, it is deemed by "The Town of Milton" to be greatly in the interest of the said town and its people to accept such offer and to authorize the doing of such things as may be necessary to accomplish the purpose thereof;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Town Council of "The Town of Milton":

Sec. 1. That the said offer of the said "State Highway Department" of the State of Delaware as hereinabove set forth in the first preamble be and the same is hereby accepted upon the terms and conditions herein prescribed.

Sec. 2. That consent is hereby given and granted to the "State Highway Department" of the State of Delaware to both construct and perpetually maintain an improved highway, having a width of metal of sixteen feet of which the center line shall extend from the intersection of the center line of the State Highway with the Southerly town limits line of "The Town of Milton", said point of interesection being twenty-eight and one-half (28.5) feet distant from the South rail of the main track of the Maryland, Delaware and Virginia Railroad, measured at right angles thereto and running thence along the center line of Federal Street North forty-seven degrees eight minutes East one hundred twenty-four (N 47° 08' E 124) feet; thence tangent to the left on the arc of a circle of nineteen hundred ten (1910) feet radius two hundred sixty-two and eight-tenths (262.8) feet; thence tangent North thirty-nine degrees fifteen minutes East seventeen hundred sixty-nine and one-tenth (N 39° 15' E 1769.1) feet; thence North thirty-five degrees fifty-two minutes East two hundred twenty-seven and six-tenths (N 35° 52' E 227.6) feet; thence tangent to the left on the arc of a circle of thirty-eight hundred nineteen and eight-tenths (3819.8) feet radius four hundred thirty (430) feet; thence tangent North twenty-nine degrees twenty-five minutes East four hundred eighty-two and one-tenth (N 29° 25' E 482.1) feet; thence along the center line on Front Street North sixty-four degrees one minute West ninety-seven (N 64° 01' W 97) feet; thence along

the center line on Union Street North seventeen degrees twenty-three minutes West three hundred forty and five-tenths ( $N 17^{\circ} 23' W 340.5$ ) feet; thence tangent to the left on the arc of a circle of seven hundred sixteen and eight-tenths (716.8) feet radius one hundred twelve and five-tenths (112.5) feet; thence tangent North twenty-six degrees twenty-three minutes West four hundred forty-nine and  $\frac{6}{10}$  ( $N 26^{\circ} 23' W 449.6$ ) feet; thence tangent to the right on the arc of a circle of three hundred fifty-nine and three-tenths (359.3) feet radius ninety-one and seven-tenths (91.7) feet; thence tangent North eleven degrees forty-three minutes West six hundred one and six-tenths ( $N 11^{\circ} 43' W 601.6$ ) feet; thence North ten degrees forty-one minutes West eight hundred eighteen and nine-tenths ( $N 10^{\circ} 41' W 818.9$ ) feet; thence North ten degrees seven minutes West seven hundred eighty and eight-tenths ( $N 10^{\circ} 07' W 780.8$ ) feet; thence North nine degrees fifty-three minutes West eight hundred thirty-four and one-tenth ( $N 9^{\circ} 53' W 834.1$ ) feet to a point in the Northerly town limits line of "The Town of Milton"; said point being at the intersection of the roads between Milton and Milford and between Ellendale and Drawbridge. In the exercise of the license, permission and authority hereby granted, the said "State Highway Department" shall have the right to dig up, excavate or otherwise work upon and with the present bed of the streets in the said "The Town of Milton" and to do all things necessary in connection with the construction of a modern, well paved highway thereon, providing that in so doing the said "State Highway Department" shall not injure or otherwise interfere with any underground structures now located under the surface of the streets either belonging to "The Town of Milton" or belonging to others acting under a franchise or permit granted

thereby.

Sec. 3. That "The Town of Milton" shall not hereafter grant any license, permission, franchise or other right to any corporation or person to open the bed or surface of said streets within the curb lines thereof for any purpose whatever nor in any way dig up, disturb or in any manner interfere with the surface or substructure thereof nor shall the said "The Town of Milton" open the bed of said streets or dig into the same or in any manner disturb or interfere with the surface or substructure thereof within the said curb lines for any municipal purpose without first having notified the said "State Highway Department" of its intention to grant such license, permission, franchise or other right or to open, dig into, disturb or otherwise interfere with such bed, surface or substructure, specifying in such notice the purpose of the permission granted or of the contemplated municipal work in or on the streets, the extent and character of the same and the exact location in the said street or streets to which it applies. Upon receiving such notice the said "State Highway Department" shall either forthwith terminate the agreement hereinafter referred to or shall open said street or streets at the location specified and when the purpose for which said permission is granted or opening made shall have been accomplished, the said "State Highway Department" shall close such opening and restore the streets, so nearly as possible, to their condition before such opening was made. Immediately after such restoration of said streets the said State Highway Department shall furnish the said "The Town of Milton" with an itemized statement of the actual cost of such opening and restoration of said streets and the said "The Town of Milton" shall forthwith pay the amount of such

cost as shown by such statement to the said "State Highway Department".

Sec. 4. That new building lines are hereby established along the routes of the proposed new highway as herein set forth which said new building lines are declared to be two lines parallel with the center line of the said proposed new highway and thirty feet distant from said center line on each side thereof.

Sec. 5. That the Town Council of the said "The Town of Milton" shall proceed to mark out, define and establish the grades shown on the plans attached to the agreement hereinafter contained so that the grades of the said street or highway which are to be improved and paved by the said "State Highway Department" hereunder shall be thus definitely delimited.

Sec. 6. That the consent and permission hereby granted shall become effective only upon the execution, in duplicate, by the said "The Town of Milton" and the said "State Highway Department" of the said agreement in words and figures as next immediately hereafter set forth and that the Honorable William H. Welch the Mayor and President of the Town Council of "The Town of Milton", is hereby authorized and directed to execute and acknowledge, in duplicate, on behalf of "The Town of Milton" the said agreement by causing his hand to be thereunto affixed in his capacity as Mayor and President and by affixing thereto the corporate seal of "The Town of Milton" and the Clerk of the Town Council of "The Town of Milton" is hereby authorized and directed to attest the execution of the said agreement and the affixation of said corporate seal;

and one of the said agreements when executed shall be delivered to the said "State Highway Department" and the other shall be retained by the said "The Town of Milton" and the said agreement is as follows, to-wit:

THIS AGREEMENT, made this twelfth  
day of June, A. D. 1933, between the "STATE  
HIGHWAY DEPARTMENT" of the State of Delaware, party of the first  
part, and "THE TOWN OF MILTON", a municipal corporation of the  
State of Delaware, party of the second part:

WHEREAS the party of the first part has made an offer  
to the party of the second part to construct an improved high-  
way with first class street or road paving materials and to per-  
petually maintain the same at the expense of the party of the  
first part, having a width of metal of <sup>fifteen</sup> ~~sixteen~~ feet of which <sup>beginning</sup>  
the center line shall extend from the intersection of the center  
line of the State Highway with the Southerly town limits line  
of "The Town of Milton", said point of intersection being twenty-  
eight and one-half (28.5) feet distant from the South rail of  
the main track of the Maryland, Delaware and Virginia Railroad,  
measured at right angles thereto and running thence along the  
center line of Federal Street North forty-seven degrees eight  
minutes East one hundred twenty-four (N 47° 08' E 124) feet;  
thence tangent to the left on the arc of a circle of nineteen  
hundred ten (1910) feet radius two hundred sixty-two and eight-  
tenths (262.8) feet; thence tangent North thirty-nine degrees  
fifteen minutes East seventeen hundred sixty-nine and one-tenth  
(N 39° 15' E 1769.1) feet; thence North thirty-five degrees  
fifty-two minutes East two hundred twenty-seven and six-tenths  
(N 35° 52' E 227.6) feet; thence tangent to the left on the arc  
of a circle of thirty-eight hundred nineteen and eight-tenths  
(3819.8) feet radius four hundred thirty (430) feet; thence  
tangent North twenty-nine degrees twenty-five minutes East four

hundred eighty-two and one-tenth (N 29° 25' E 482.1) feet;  
thence along the center line on Front Street North sixty-four  
degrees one minute West ninety-seven (N 64° 01' W 97) feet;  
thence along the center line on Union Street North seventeen  
degrees twenty-three minutes West three hundred forty and five-  
tenths (N 17° 23' W 340.5) feet; thence tangent to the left on  
the arc of a circle of seven hundred sixteen and eight-tenths  
(716.8) feet radius one hundred twelve and five-tenths (112.5)  
feet; thence tangent North twenty-six degrees twenty-three min-  
utes West four hundred forty-nine and 6/10 (N 26° 23' W 449.6) feet;  
thence tangent to the right on the arc of a circle of three  
hundred fifty-nine and three-tenths (359.3) feet radius ninety-  
one and seven-tenths (91.7) feet; thence tangent North eleven  
degrees forty-three minutes West six hundred one and six-tenths  
(N 11° 43' W 601.6) feet; thence North ten degrees forty-one  
minutes West eight hundred eighteen and nine-tenths (N 10° 41'  
W 818.9) feet; thence North ten degrees seven minutes West seven  
hundred eighty and eight-tenths (N 10° 07' W 780.8) feet; thence  
North nine degrees fifty-three minutes West eight hundred thirty-  
four and one-tenth (N 9° 53' W 834.1) feet to a point in the  
Northerly town limits line of "The Town of Milton"; said point  
being at the intersection of the roads between Milton and Milford  
and between Ellendale and Drawbridge upon condition that the  
party of the second part shall establish the necessary grades  
and grant to the party of the first part the permission to so  
construct and maintain the said improved highways and will agree  
not to open or in any way interfere with the surface or sub-  
structure of said highways or streets for municipal purposes  
and not to grant any franchise, license or permit to open or  
interfere with the same except upon terms and conditions herein-



after prescribed; and

WHEREAS the party of the second part realizing the great benefit that will accrue therefrom to "The Town of Milton" has accepted said offer and has authorized the execution of this agreement for the purpose of accomplishing the results to be effectuated by said offer and acceptance;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That the said parties hereto, for and in consideration of the sum of One Dollar (\$1.00) by each to each of the others in hand paid, and also for and in consideration of their mutual covenants, promises and agreements as hereinafter set forth, hereby covenant, promise and agree to and with each other as follows:

(1) The party of the second part hereby gives and grants to the party of the first part full license, permission and authority to build, construct and perpetually maintain an improved highway, of a width of metal of sixteen (16) feet with adequate shoulders, extending through the said town as previously described and as shown on the plans and specifications hereto attached and made a part hereof. In the exercise of the license, permission and authority hereby granted, the party of the first part shall have the right to dig up, excavate or otherwise work upon and with the present bed of the streets in the said "The Town of Milton" and to do all things necessary in connection with the construction of a modern, well-paved highway thereon, provided that in so doing the party of the first part shall not injure or otherwise interfere with any underground structures now located under the surface of the said streets either belonging to the party of the second part or belonging to others acting under a franchise or permit from the party of the second

part.

(2) The party of the first part hereby agrees, as soon as practicable, to construct out of some modern, highgrade paving material, an improved highway as previously described and referred to in this agreement and of the width and in the location indicated, in such manner as that when completed the surface of the said street shall be hard, smooth, level and durable; and the party of the first part further agrees to perpetually maintain said portion of said street so to be improved by it as aforesaid in practically the same, or as good condition as when first completed. The party of the first part also agrees that all such cost of such original construction and all cost of maintenance and rebuilding of said portion of said street shall be paid by the party of the first part but that all such construction and maintenance shall be actually done by the party of the first part through its engineering and other organization and shall be so done upon the sole judgment, discretion and responsibility of the party of the first part.

(3) The party of the second part hereby agrees that it will not hereafter grant any license, permission, franchise or other right to any corporation or person to open the bed or surface of said streets within the curb lines thereof for any purpose whatsoever, nor in any way dig up, disturb or in any manner interfere with the surface or substructure of the said streets within the said curb lines and will not open the bed of the said streets within the said curb lines or dig into the same or in any manner disturb or interfere with the surface or substructure thereof within the said curb lines for any municipal purpose without first having notified the said party of the

first part of its intention to grant such license, permission, franchise or other right or to open, dig into, disturb or otherwise interfere with such bed, surface or substructure, specifying in such notice the purpose of the permission granted or of the contemplated municipal work in or on the streets, the extent and character of same and the exact location in the said street or streets to which it applies; upon condition that upon receiving such notice the said party of the first part shall have the right either to terminate the agreement herein expressed to perpetually maintain said portion of said street, or streets and shall so terminate the same or shall open said street or streets at the location specified and when the purpose for which said permission is granted or opening made shall have been accomplished, shall close such opening and restore the streets so nearly as possible to their condition before such opening; and if and when after such restoration of said streets the said party of the first part shall furnish the said party of the second part with an itemized statement of the actual cost of such opening and restoration of said streets, the said party of the second part shall forthwith pay the amount of such cost as shown by such statement to the said party of the first part.

(4) The party of the first part agrees upon receipt from the said party of the second part of the notification provided for in numbered paragraph (3) hereof, either to terminate this agreement immediately or, so soon as practicable, to open said portion of said streets at the place and in the manner indicated in such notice and, so soon as practicable after the accomplishment of the purpose for which said opening is made, to close the same and restore the streets so nearly as possible to their condition before such opening and promptly thereafter

to furnish the party of the second part with an itemized statement of the actual cost of such opening and restoration of said streets.

(5) The said party of the second part agrees that it will forthwith proceed with the establishment of new building lines along the said street or highway so that the said street or highway shall be sixty (60) feet wide and so that the said building lines shall each be thirty (30) feet distant from the center line of the said street or highway.

(6) The party of the second part further agrees that it will forthwith proceed to mark out, define and establish the grades shown on the plans hereto attached so that the grades of the said streets or highways which are to be improved and paved by the said party of the first part hereunder shall be thus definitely delimited.

(7) The party of the first part agrees to indemnify and save harmless and does hereby indemnify and save harmless the party of the second part from all claims, suits, loss or damages that may result from the work of constructing said improved streets and maintaining the same in perpetuity, and the said party of the first part hereby agrees to assume, be responsible for and pay all the legitimate claims or demands either against the party of the first part or the party of the second part which shall arise out of any work that shall be done or materials that shall be furnished in connection with the construction or maintenance hereunder of said portion of said street.

(8) This agreement shall extend to and be binding upon the successors, governmental or otherwise, of the parties

hereto as fully and to the same extent as it is binding upon the said parties themselves.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement, in duplicate, under their respective seals, the day and year first hereinabove written.

Signed, Sealed and Delivered  
in the Presence of:

"STATE HIGHWAY DEPARTMENT"  
of the State of Delaware.

By A. R. Benson  
Chairman.

C. D. Buck  
Chief Engineer.

John C. Law.

"THE TOWN OF MILTON"  
By William H. Welch  
Mayor and President.

Attest: William A. Anderson  
Clerk.

STATE OF DELAWARE |  
: SS.  
KENT COUNTY |

BE IT REMEMBERED, That on this  
fifteenth day of June, in the  
year of our Lord one thousand nine hundred and twenty-three,  
personally came before me, the Subscriber, a Notary Public for  
the State and County aforesaid, Alden R. Benson, Chairman of  
the "State Highway Department" of the State of Delaware, which  
said "State Highway Department" of the State of Delaware is a  
party to this instrument of writing and known to me personally  
to be such and acknowledged this instrument of writing to be  
his own act and deed and the act and deed of the said "State  
Highway Department"; that the signature of his name to said  
instrument of writing subscribed is in his own proper handwrit-  
ing; that the seal thereto affixed is the seal of the said  
"State Highway Department"; and that his act of signing, seal-  
ing, executing and delivering the said instrument of writing  
was duly authorized by a resolution of the said "State Highway  
Department".


GIVEN under my hand and seal of office the day and year  
aforesaid.

Warren W. Mack  
Notary Public.

STATE OF DELAWARE |  
: SS.  
SUSSEX COUNTY |

BE IT REMEMBERED, That on this  
twelfth day of June, in the  
year of our Lord one thousand nine hundred and twenty-three,  
personally came before me, the Subscriber, a Notary Public for  
the State of Delaware, William H. Welch, Mayor and  
President of the Town Council of "The Town of Milton", party to  
this instrument of writing, known to me personally to be such,  
and acknowledged this instrument of writing to be his own act  
and deed and the act and deed of the said "The Town of Milton";  
that the signature of his name to said instrument of writing  
subscribed is in his own proper handwriting; that the seal  
thereto affixed is the corporate seal of the said "The Town of  
Milton"; and that his act of signing, sealing, executing and  
delivering the said instrument of writing was duly authorized  
by a resolution of the Commissioners of "The Town of Milton".

GIVEN under my hand and seal of office the day and  
year aforesaid.

  
Notary Public.

AGREEMENT

MISCELLANEOUS STREETS

TOWN OF MILTON

SUSSEX COUNTY

THIS AGREEMENT made this 6<sup>th</sup> day of September 1994 by and between the State of Delaware, Department of Transportation, acting by and through the Assistant Director of Financial Investments, (hereinafter referred to as "DelDOT"), as party of the first part, and the Town of Milton, acting by and through G. Ruth Batten, Mayor, (hereinafter referred to as "TOWN"), as party of the second part.

WITNESSETH:

WHEREAS, DelDOT'S Annual Capital Improvement Program as approved in the FY94 Bond Bill, provides funding in the amount of Twenty Seven Thousand Ninety Four Dollars (\$27,094.00) for the following project(s):

1. \$16,472 Behringer St.-paving and drainage
2. \$ 8,852 Bennet and Holland Streets- paving and drainage
3. \$ 1,770 Bay and Palmer Streets- paving and drainage and,

WHEREAS, the purpose of these monies is to provide for improvements to transportation related facilities in the TOWN, and,

WHEREAS, these improvements fall within the jurisdictional provinces of TOWN rather than DelDOT,

NOW THEREFORE, DELDOT and TOWN, for and in consideration of the mutual covenants hereinafter stipulated to be kept and



performed, agree as follows:

**SECTION I**

DelDOT will transfer the aforementioned funds to **TOWN**, for all aspects of design, advertisement and construction of the projects.

**SECTION II**

**TOWN** shall be fully responsible for complying with all relevant state laws including advertising for bids on all public works contracts of \$10,000 or more.

**SECTION III**

**TOWN** agrees to the following terms:

- A. DelDOT is not responsible for the maintenance of the improvements which are subject of this agreement.
- B. These funds will only be expended for the project previously noted in this agreement.
- C. DelDOT will transfer 10% of the aforementioned funds to **TOWN**, upon execution of this agreement. The balance of the project's funding will be transferred to **TOWN** upon written notification to DelDOT of it's awarding of the contract or the commencement of work, whichever first occurs.
- D. **TOWN** will keep accurate records of the expenditure of these funds by separate fiscal year and will advise DelDOT in writing when the project(s) is completed and return any unused funds to DelDOT

within 90 days of completion of said projects.

E. DelDOT may audit expenditures subject to this agreement.

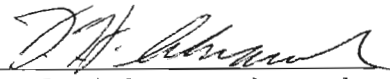
DelDOT and TOWN agree that this Agreement is the entire and complete Agreement between the parties and that no alterations, modifications or amendments of this said Agreement shall be made or deemed valid unless in writing and signed by both parties.

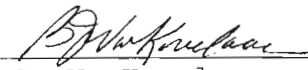
IN WITNESS THEREOF, the parties hereunto have caused this Agreement to be executed in quadruplicate, the day and year first above written.


DEPARTMENT OF TRANSPORTATION


Approved as to Form:

Recommended By:

  
Frederick H. Schranck  
Deputy Attorney General

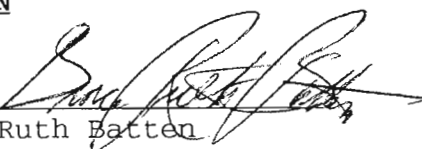
  
B.J. VanKavelaar  
Assistant Director  
Financial Investments

Attest:   
Christine Pochomis  
Director of Administration

By:   
Anne P. Canby  
Secretary, DelDOT

TOWN OF MILTON

Approved as to Form

By:   
G. Ruth Batten  
Mayor

  
Town Solicitor

Witness:   
Julie Beard

Town of Milton  
Milton, Governors Walk II  
Contract 94-200-04

THIS AGREEMENT, made this 2<sup>nd</sup> day of May, 1994, A.D., between the State of Delaware, Department of Transportation, PARTY OF THE FIRST PART, and hereinafter referred to as "STATE" and the Town of Milton, a municipal corporation of the State of Delaware, PARTY OF THE SECOND PART, and hereinafter referred to as "TOWN".

**WITNESSETH:**

WHEREAS, the parties hereto have agreed to the construction, reconstruction, and/or other related improvement to the Governors Walk as set forth in the plans and specifications for Contract 94-200-04 of the STATE which are/or will be on file in the Department of Transportation's Administration Center, Dover, Delaware, and are incorporated herein by reference and made a part of this Agreement, and as further described on EXHIBIT A, attached hereto and made a part of this Agreement, herein referred to as the "PROJECT" and

WHEREAS, all work to be performed pursuant to this Agreement shall comply with the Specifications titled "Delaware Department of Highways and Transportation, Standard Specifications, July 1985, and all subsequent addenda thereto, hereinafter referred to as Standard Specifications, and

WHEREAS, the TOWN intends by this Agreement to give such municipal consent, approval, and waiver as may be required by law, pursuant to Title 17, Section 134 of the Delaware Code, as amended, for the construction, reconstruction, and/or improvement by the STATE of the above mentioned PROJECT.

NOW, THEREFORE, the TOWN and the STATE for and in consideration of the mutual promises and benefits agrees, covenants, and promises with each other as follows:

1. CONSENT OF TOWN

Pursuant to Title 17, Section 134 of the Delaware Code as amended, the TOWN hereby grants, gives and surrenders to the STATE any and all such power, authority and jurisdiction over, in connection with or with respect to the proposed PROJECT, as may be necessary in the opinion of the STATE to enable the same to be constructed, reconstructed, and/or improved by the STATE as herein agreed in this Agreement.

By resolution dated May 2, \_\_\_\_\_, 1994, a certified copy of which is attached hereto, and made a part hereof as Exhibit B, the TOWN Council grants its consent for the STATE to construct, reconstruct, and/or improve, the PROJECT through the TOWN, required by and in accordance with Title 17 of the Delaware Code as amended and authorizes the Mayor of the TOWN of Milton, to execute this Agreement.

2. CONSTRUCTION

The STATE agrees to construct, reconstruct and make other improvements as set forth in the plans and specifications of

Contract 94-200-04 which is or will be on file in the Department of Transportation's Administration Center, Dover, Delaware.

3. MAINTENANCE

Upon completion of the PROJECT, all the maintenance responsibility shall be the sole responsibility of the TOWN.

4. CONTROL OF TRAFFIC AND PARKING

The TOWN will not enact or enforce an ordinance regulation or rule which may affect or apply to all or any part of the PROJECT and/or PROJECT area which the STATE deems will adversely affect the traffic and parking control for the PROJECT and/or PROJECT area. The TOWN hereby agrees to comply with Title 17, Section 147 and with Title 21, Chapter 41 of the Delaware Code, as amended, and with all requirements of law and any rules or regulations promulgated from time to time by the STATE. The TOWN agrees specifically to comply with all State laws, rules and/or regulations concerning traffic and parking control in, along, and/or over the streets, roads and/or highways within the PROJECT area and particularly shall meet all requirements as found in the then existing "Manual on Uniform Traffic Control Devices for Streets and Highways" and any supplements and/or amendments thereto.

5. RIGHT OF WAY

The TOWN agrees to acquire at the TOWN expense the right of way necessary to construct improvements as set forth in the plans and specifications of Contract No. 94-200-04. The TOWN'S acquisition activity is to conform to the provisions of 49 C.F.R. Part 24 and 29 Del. C. Ch. 95 and the TOWN will provide the STATE

with a certification in this regard prior to advertising this PROJECT for construction.

The TOWN hereby donates a temporary construction easement for ingress and egress purposes, over lands identified as Sussex County Tax Parcel # 2-35-14.19-109. The said temporary construction easement being 32' in width located on the west end of parcel name fully shown on plan sheet No. 3, attached hereto.

6. DAMAGE CLAIMS

The STATE agrees to include in the specifications for construction of the PROJECT the requirement that the STATE's contractor shall indemnify and save harmless the TOWN, in addition to the STATE, from all suits, actions, or claims pursuant to the State of Delaware, Department of Transportation, Standard Specifications dated July, 1985, as amended, which are hereby incorporated herein.

The TOWN agrees to indemnify and save harmless the STATE consistent with the aforesaid Standard Specifications, which are expressly incorporated and made part hereof, or to include in its specifications for any work within the PROJECT area the same requirement for indemnifying and saving harmless the STATE. In addition, the TOWN agrees to protect and save harmless the STATE from any claims or liability arising from questions of title, privilege or authority to use the present, or proposed rights of way for the PROJECT to the exclusion of rights of way specifically acquired by the STATE from owners of land other than the TOWN.

7. CHANGE IN AGREEMENT

The STATE and TOWN agree that this Agreement is the entire and complete agreement between the parties and that no alterations, modifications, or amendments to this said Agreement shall be made or deemed valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT, in quadruplicate, under their respective seals, the day and year first above written.

ATTEST:

DEPARTMENT OF TRANSPORTATION  
OF THE STATE OF DELAWARE

Kristine Bookomis  
Director of Administration

Raymond M. Hartson  
Chief Engineer/Director

DATE: 5/17/94

ATTEST:

THE TOWN OF MILTON

[Signature]

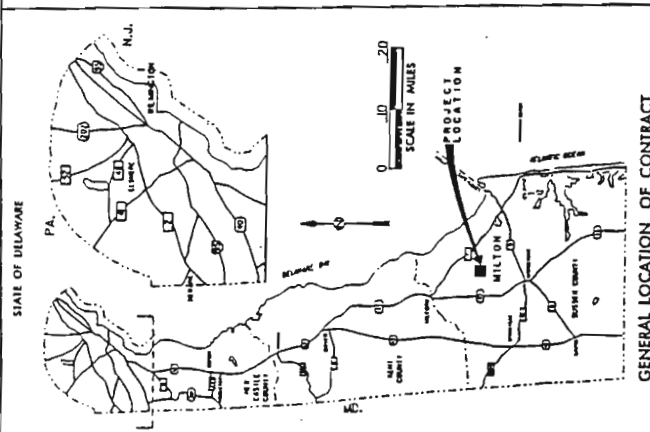
[Signature]  
John R. Hudson  
Mayor, Town of Milton

APPROVED AS TO FORM:

[Signature]  
Deputy Attorney General



# EXHIBIT A



GENERAL LOCATION OF CONTRACT

## THE STATE OF DELAWARE

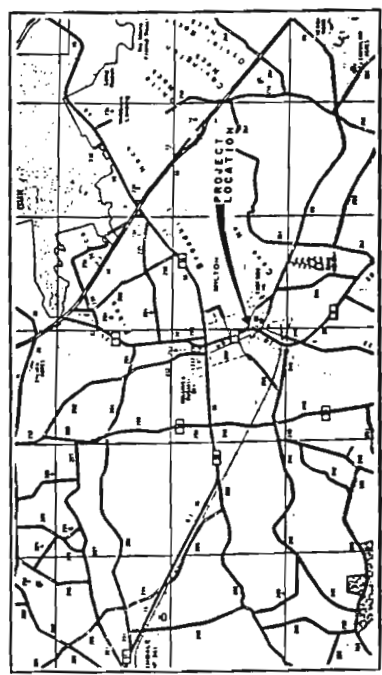
### DEPARTMENT OF TRANSPORTATION SPECIFICATION AND CONSTRUCTION PLANS FOR

# MILTON GOVERNORS WALK II

CONTRACT NUMBER 94-200-04

FEDERAL AID PROJECT NUMBER STP-2999 (2)

ROADWAY LENGTH \_\_\_\_\_ FEET = \_\_\_\_\_ MILES  
 STRUCTURE LENGTH \_\_\_\_\_ FEET = \_\_\_\_\_ MILES  
 TOTAL LENGTH \_\_\_\_\_ FEET = \_\_\_\_\_ MILES



COMMUNITY DEVELOPMENT PROJECT  
 FIRST STATE RESOURCE CONSERVATION AND DEVELOPMENT PROJECT  
 SUSSEX COUNTY, DELAWARE  
 SPONSORED BY  
 TOWN OF MILTON  
 SUSSEX CONSERVATION DISTRICT, DELAWARE  
 ADMINISTERED BY  
 SOIL CONSERVATION SERVICE - U.S. DEPARTMENT OF AGRICULTURE

APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 TOWN CLERK, DELAWARE

|              |              |           |              |
|--------------|--------------|-----------|--------------|
| CONTRACT NO. | F.A.P. NO.   | SHEET NO. | TOTAL SHEETS |
| 94-200-04    | STP-2999 (2) | 1         | 7            |

| DESIGNATION          |     | SCALES              |
|----------------------|-----|---------------------|
| FUNCTIONAL CLASS     | N/A | PLAN SHEET 1" = 20' |
| TYPE OF DISTRIBUTION | N/A | PROFILE SHEET       |
| A.D.T. CURRENT       | N/A | HORIZONTAL 1" = 5'  |
| A.D.T. PROPOSED      | N/A | VERTICAL 1" = 5'    |
| D.M.V. PROPOSED      | N/A | DETAIL SHEET        |
| DESIGN SPEED         | N/A |                     |
| # TRUCKS             | N/A |                     |
| DIST. DISTRIBUTION % | N/A |                     |
| CLEAR ZONE (ft)      | N/A |                     |

| INDEX OF SHEETS |                        |
|-----------------|------------------------|
| SHEET NO.       | TABLE OF CONTENTS      |
| 1               | COVER SHEET            |
| 2               | NOTES AND LEGEND SHEET |
| 3               | RIGHT-OF-WAY SHEET     |
| 4               | SITE PLAN              |
| 5               | PROFILES               |
| 6               | CONST. SECTION SHEET   |
| 7               | DETAIL SHEET           |

UTILITIES

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

DEPARTMENT OF TRANSPORTATION  
 FEDERAL HIGHWAY ADMINISTRATION  
 APPROVED: \_\_\_\_\_ 19\_\_\_\_  
 DIVISION ADMINISTRATION

|                 |                      |                           |                       |         |         |         |                    |        |         |                 |                            |
|-----------------|----------------------|---------------------------|-----------------------|---------|---------|---------|--------------------|--------|---------|-----------------|----------------------------|
| ITEM NUMBER     | 201000               | 202000                    | 211000                | 614001  | 614002  | 614005  | 708003             | 712511 | 732500  | 734004          | 737277                     |
| DESCRIPTION     | CLEARING AND GRADING | EXCAVATION AND DEWATERING | REMOVAL OF STRUCTURES | 12" CMP | 15" CMP | 24" CMP | CATCH BASIN TYPE B | 8" RCP | TOPSOIL | EROSION CONTROL | 12" x 6" BALD CYPRESS TREE |
| UNIT OF MEASURE | LUMP SUM             | C.Y.                      | LUMP SUM              | L.F.    | L.F.    | L.F.    | EACH               | TONS   | TONS    | S.T.            | EACH                       |
| QUANTITY        |                      | 350                       |                       | 8       | 60      | 10      | 1                  | 723    | 24      | 184             | 1                          |

RECOMMENDED  
 TOWN CLERK, DELAWARE

RECOMMENDED  
 ASSISTANT DIRECTOR, REGION SUPPORT

RECOMMENDED  
 MANAGER, REGION SUPPORT ENGINEERING

RECOMMENDED  
 STONY MOUNT ENGINEERS

RECOMMENDED  
 TOWN OF MILTON

APPROVED  
 FEDERAL HIGHWAY ADMINISTRATION

APPROVED  
 FEDERAL HIGHWAY ADMINISTRATION

RECOMMENDED  
 ASSISTANT DIRECTOR, REGION SUPPORT

RECOMMENDED  
 MANAGER, REGION SUPPORT ENGINEERING

RECOMMENDED  
 STONY MOUNT ENGINEERS

RECOMMENDED  
 TOWN OF MILTON

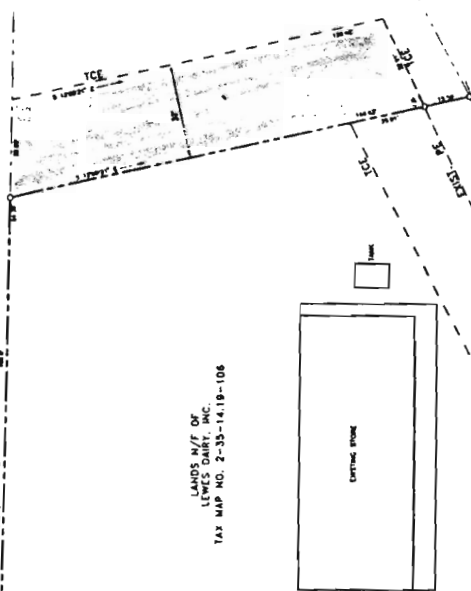
|  |        |              |           |              |
|--|--------|--------------|-----------|--------------|
| CONTRACT NO.                                 | COUNTY | F.A.P. NO.   | SHEET NO. | TOTAL SHEETS |
| 84-200-04                                    | SUSSEX | 517-8999 (2) | 3         | 7            |
| MILTON GOVERNORS WALK II<br>MILTON, DELAWARE |        |              |           |              |

RIGHT-OF-WAY SHEET

SCALE: 1" = 20'



MACHOLIA STREET



ENTIRE RIGHTS AND INTERESTS ONLY.  
CONVEYED TO THE TOWN OF MILTON  
BY DEED DATED JUNE 25, 1992.  
COMMISSIONER OF DELAWARE

LANDS N/W/4 OF  
TOWN OF MILTON  
TAX MAP NO. 2-35-14.19-109

LANDS N/W/4 OF  
LEWIS DAIRY, INC.  
TAX MAP NO. 2-35-14.19-106

LANDS N/W/4 OF  
PAUL BUCCO

LANDS N/W/4 OF  
LEON & NORMA FLEMING  
TAX MAP NO. 2-35-14.19-138

OTHER LANDS N/W/4 OF  
LEON & NORMA FLEMING

WALBERRY STREET

BROOKHILL RIVER

ALL EASEMENTS PERTAINING TO THIS PROJECT  
TOWN OF MILTON AND ARE OWNED BY THE  
TOWN OF MILTON.

**TITLE INFORMATION**

PERMANENT EASEMENT FOR TOWN OF MILTON  
FROM LEWIS DAIRY, INC.  
DEED RECORD 1985-203 TOWN OF MILTON  
DEED DATE: JUNE 25, 1992  
P.L. AREA: 4,218 +/- SQ. FT.  
PERMANENT EASEMENT FOR TOWN OF MILTON  
FROM LEON & NORMA FLEMING  
DEED RECORD 1985-203 TOWN OF MILTON  
DEED DATE: JUNE 25, 1992  
P.L. AREA: 2,787 +/- SQ. FT.  
(27,458 SQ. FT. LANDS N/W/4 & S/4 ACQUISITION  
PER STATE CONTRACT NO. 03-92 LEAVING A REMAINDER  
OF 2,787 SQ. FT.)

THIS PLAN IS THE PROPERTY OF MICHIGAN  
AND SHALL BE KEPT IN THE RECORDS OF THE

PRELIMINARY  
PLAN FOR  
CONSTRUCTION

TOWN OF MILTON

Milton, Governors Walk

RESOLUTION

Contract No. 94-200-04

BE IT RESOLVED this 2 day of May, 1994, at a duly noticed regular monthly meeting of the Mayor and Council of Milton that:

The TOWN Council hereby grants its consent for the State to construct, reconstruct, and/or improve, the PROJECT through the TOWN, required by and in accordance with Title 17 of the Delaware Code as amended and authorizes the Mayor, John R. Hudson, to execute the Agreement on the PROJECT.

I hereby certify that the above is a true copy of the resolution adopted by the Mayor and Council of Milton on the day and year aforesaid.

M. Curtis Watson

\_\_\_\_\_, TOWN SECRETARY



STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
P.O. Box 778  
DOVER, DELAWARE 19903

THOMAS R. CARPER  
GOVERNOR

January 21, 1994

(302) 739-4642  
FAX (302) 739-3446

Honorable John R. Hudson  
Mayor, Town of Milton  
101 Federal Street  
Milton, DE 19963

RE: Town of Milton  
Suburban Streets and Resurfacing

Dear Mayor Hudson:

Enclosed find the signed Town Agreement for improvements to the streets in the Town of Milton.

We appreciate your assistance in completing this document.

Sincerely,

OFFICE OF PRECONSTRUCTION

Raymond D. Richter  
Assistant Director, Design Support

RDR/ck  
Enclosure

cc & enc: John A. McDowell, Director of Administration  
B. J. VanKavelaar, Asst. Director, Program Administration  
Bruce E. Littleton, Acting Chief Traffic Engineer  
Allen J. Redden, South District Engineer  
Rod S. Hill, Chief, Real Estate  
David W. Matsen, Asst. Director, Program Development



STATE OF DELAWARE  
*DEPARTMENT OF TRANSPORTATION*  
P.O. Box 778  
DOVER, DELAWARE 19903

THOMAS R. CARPER  
GOVERNOR

January 7, 1994

(302) 739-4642  
FAX (302) 739-3446

Honorable John R. Hudson  
Mayor, Town of Milton  
101 Federal Street  
Milton, DE 19963

RE: Suburban Streets and Resurfacing - South I  
Contract 94-033-01

Dear Mayor Hudson:

The Department of Transportation (DelDOT) has been authorized to spend State funds for street and sidewalk improvements within the Town of Milton. These funds were made possible thru the 94 Bond Bill.

The specific location for the proposed work is shown on the enclosed Location Map, labeled Exhibit A. The work will consist of removing existing hot-mix sidewalk and constructing a new sidewalk and placing in a catch basin and pipe.

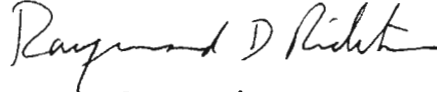
While the State will perform the construction by this Letter Agreement the Town agrees to maintain the sidewalks in the future. It is understood that all construction is to occur within the existing public right of way.

Prior to proceeding with this work, DelDOT needs the concurrence of the Town regarding the construction of the project. Kindly have the appropriate individual(s) sign in the space provided below indicating the approval by the Town. Please return the original Letter Agreement to DelDOT by January 18, 1994. A copy of the Letter Agreement will be sent to you when all the appropriate individuals have signed the letter. Should the Town choose not to have this completed as planned, DelDOT will simply delete the work.

Your cooperation in this regard is appreciated.

Sincerely,

OFFICE OF PRECONSTRUCTION



Raymond D. Richter  
Assistant Director, Design Support

RDR/lb


Enclosure

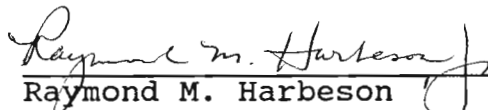
cc: Chao Hu, Assistant Highway Director - Design  
Mike Angelo, Road Design Engineer  
Rod S. Hill, Chief, Real Estate  
Hugo A. Dreibelbis, Manager, Design Support Engineering

Approval for DelDOT to construct the project within the Town of Milton.

ATTEST:

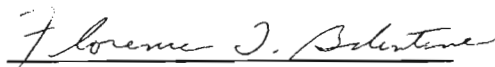
DEPARTMENT OF TRANSPORTATION  
OF THE STATE OF DELAWARE

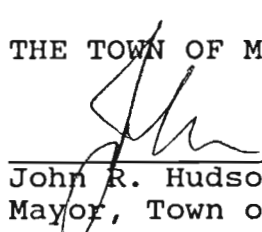
  
\_\_\_\_\_ 1/14/94

  
\_\_\_\_\_ 1/13/94  
Raymond M. Harbeson Date  
Chief Engineer/Director

ATTEST:

THE TOWN OF MILTON

  
\_\_\_\_\_

  
\_\_\_\_\_ 1/12/94  
John R. Hudson Date  
Mayor, Town of Milton

APPROVED AS TO FORM:

  
\_\_\_\_\_ Deputy Attorney General

DELAWARE DEPARTMENT OF TRANSPORTATION

CONTRACT 94-033-01

PAGE

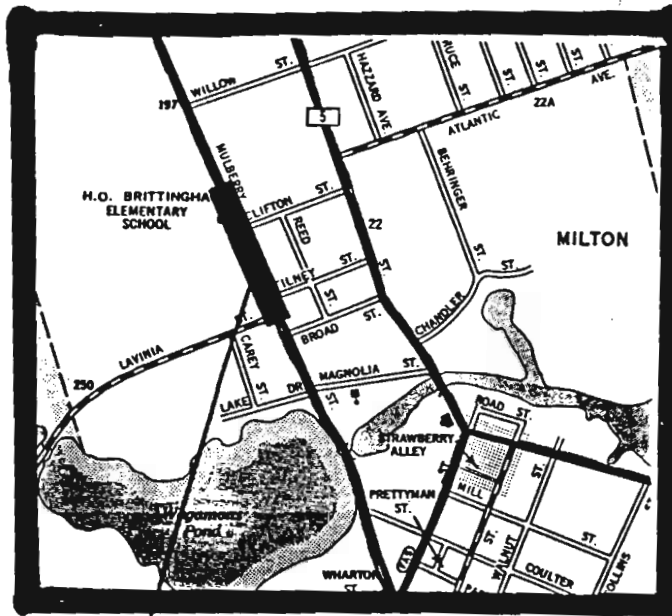
4 OF

24

SOUTH DISTRICT

SUBURBAN STREETS & RESURFACING- SOUTH I

LOCATION MAP



LOCATION 6

DELAWARE DEPARTMENT OF TRANSPORTATION

CONTRACT 94-033-01

PAGE

22 OF

29

SOUTH DISTRICT

SUBURBAN STREETS & RESURFACING- SOUTH I

\*\*\*\*\*

LOCATION 5 -

MILTON- MULBERRY ST. FROM H.O.B. SCHOOL TO SHIP BUILDERS VILLAGE.

LENGTH: 675 L.F.

GENERAL IMPROVEMENTS:

REMOVE EXSISTING HOT MIX SIDEWALK, CONSTRUCT NEW SIDEWALK, PLACE CATCH BASIN AND PIPE.

\*\*\*\*\*

MATERIALS ESTIMATE FOR LOCATION

5

|        |                                   |           |
|--------|-----------------------------------|-----------|
| 202000 | EXCAVATION AND EMBANKMENT-        | 450 C.Y.  |
| 208000 | EXCAVATION FOR PIPE TRENCHES-     | 200 C.Y.  |
| 209007 | BORROW TYPE G-                    | 10 C.Y.   |
| 210000 | FURN. BORROW TYPE G FOR BACKFILL- | 200 C.Y.  |
| 302002 | GRADED AGGREGATE BASE, TYPE B-    | 1700 SYIN |
| 612002 | REIN. CONC. PIPE- 15", CLASS III- | 680 L.F.  |
| 705001 | P. C. C. SIDEWALK- 4"-            | 800 S.F.  |
| 708013 | CATCH BASIN, P.W.-B.D. 1-         | 4 EACH    |
| 710503 | REPAIRING EXISTING CATCH BASINS-  | 1 EACH    |
| 732500 | TOPSOIL-                          | 10 TON    |
| 734003 | PERMANENT SEEDING, SURBURBAN-     | 150 S.Y.  |
| 735006 | MULCHING, STRAW-                  | 150 S.Y.  |
| 742502 | ** FLAGGER, SUSSEX COUNTY-        | 25 HOUR   |

\*\* - DENOTES FIXED PRICE ITEM



**AGREEMENT**

**MISCELLANEOUS STREETS**

**TOWN OF MILTON**

**SUSSEX COUNTY**

**THIS AGREEMENT** made this 15<sup>th</sup> day of December 1993 by and between the State of Delaware, Department of Transportation, acting by and through the Assistant Director of Program Administration, (hereinafter referred to as "**DelDOT**"), as party of the first part, and the Town of Milton, acting by and through John Hudson, Mayor, (hereinafter referred to as "**TOWN**"), as party of the second part.

**WITNESSETH:**

**WHEREAS, DelDOT'S** Annual Capital Improvement Program as approved in the FY94 Bond Bill, provides funding in the amount of Seventeen Thousand Five Hundred Thirty Dollars (\$17,530.00) for the following project(s):

- |     |          |                           |
|-----|----------|---------------------------|
| 1.  | \$ 2,918 | Bennett St. - paving      |
| 2.  | \$ 2,700 | Palmer St. - paving       |
| 3.  | \$ 2,211 | Coulter St. - paving      |
| 4.  | \$ 673   | Carey St. - paving        |
| 5.  | \$ 2,133 | Orchard St. - paving      |
| 6.  | \$ 1,768 | Clifton St. - paving      |
| 7.  | \$ 1,602 | Reed St. - paving         |
| 8.  | \$ 388   | Parker St. - paving       |
| 9.  | \$ 1,535 | Church St. - paving       |
| 10. | \$ 750   | Sand St. - paving         |
| 11. | \$ 852   | Manship St. - paving and, |

**WHEREAS,** the purpose of these monies is to provide for improvements to transportation related facilities in the **TOWN,** and,

**WHEREAS**, these improvements fall within the jurisdictional provinces of **TOWN** rather than **DelDOT**,

**NOW THEREFORE**, **DELDOT** and **TOWN**, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, agree as follows:

**SECTION I**

**DelDOT** will transfer the aforementioned funds to **TOWN**, for all aspects of design, advertisement and construction of the projects.

**SECTION II**

**TOWN** shall be fully responsible for complying with all aspects of state laws including advertising for bids on all public works contracts of \$10,000 or more.

**SECTION III**

**TOWN** agrees to the following terms:

- A. **DelDOT** is not responsible for the maintenance of the improvements which are subject of this agreement.
- B. These funds will only be expended for the project previously noted in this agreement.
- C. **DelDOT** will transfer 10% of the aforementioned funds to **TOWN**, upon execution of this agreement. The balance of the project's funding will be transferred to **TOWN** upon written notification to **DelDOT** of it's awarding of the contract or the commencement of work, whichever first occurs.

D. TOWN will keep accurate records of the expenditure of these funds by separate fiscal year and will advise DelDOT in writing when the project(s) is completed and return any unused funds to DelDOT within 90 days of completion of said projects.

E. DelDOT may audit expenditures subject to this agreement.

DelDOT and TOWN agree that this Agreement is the entire and complete Agreement between the parties and that no alterations, modifications or amendments of this said Agreement shall be made or deemed valid unless in writing and signed by both parties.

IN WITNESS THEREOF, the parties hereunto have caused this Agreement to be executed in quadruplicate, the day and year first above written.

**AGREEMENT**  
**MISCELLANEOUS STREETS**  
**TOWN OF MILTON**  
**SUSSEX COUNTY**

THIS AGREEMENT made this 23<sup>rd</sup> day of June 1993 by and between the State of Delaware, Department of Transportation, acting by and through the Director of Planning, (hereinafter referred to as "DeIDOT"), as party of the first part, and the Town of Milton, acting by and through John Hudson, Mayor, (hereinafter referred to as "TOWN"), as party of the second part.

**WITNESSETH:**

WHEREAS, DeIDOT'S Annual Capital Improvement Program as approved in the FY93 Bond Bill, provides funding in the amount of Four Thousand Four Hundred Fifty Dollars (\$4,450.00) for the following project:

1. Mulberry St. - curb and sidewalk repairs and,

WHEREAS, the purpose of these monies is to provide for improvements to transportation related facilities in the TOWN, and,

WHEREAS, these improvements fall within the jurisdictional provinces of TOWN rather than DeIDOT,

NOW THEREFORE, DeIDOT and TOWN, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, agree as follows:

**SECTION I**

**DelDOT** will transfer the aforementioned funds to **TOWN**, for all aspects of design, advertisement and construction of the projects.

**SECTION II**

**TOWN** shall be fully responsible for complying with all aspects of state laws including advertising for bids on all public works contracts of \$10,000 or more.

**SECTION III**

**TOWN** agrees to the following terms:

- A. **DelDOT** is not responsible for the maintenance of the improvements which are subject of this agreement.
- B. These funds will only be expended for the project previously noted in this agreement.
- C. **DelDOT** will transfer 10% of the aforementioned funds to **TOWN**, upon execution of this agreement. The balance of the project's funding will be transferred to **TOWN** upon written notification to **DelDOT** of it's awarding of the contract or the commencement of work, whichever first occurs.
- D. **TOWN** will keep accurate records of the expenditure of these funds by separate fiscal year and will advise **DelDOT** in writing when the project(s) is completed and return any unused funds to **DelDOT** within 90 days of completion of said projects.
- E. **DelDOT** may audit expenditures subject to this

agreement.

DelDOT and TOWN agree that this Agreement is the entire and complete Agreement between the parties and that no alterations, modifications or amendments of this said Agreement shall be made or deemed valid unless in writing and signed by both parties.

IN WITNESS THEREOF, the parties hereunto have caused this Agreement to be executed in quadruplicate, the day and year first above written.

DEPARTMENT OF TRANSPORTATION

Approved as to Form:

*F. H. Schranck*  
Frederick H. Schranck  
Deputy Attorney General

Recommended By:

*Robert C. Parke*  
Robert C. Parke  
Director of Planning

Attest: *John A. McDowell*  
John A. McDowell  
Director of Administration

By: *Anne P. Canby*  
Anne P. Canby  
Secretary, DelDOT

TOWN OF MILTON

Approved as to Form

*[Signature]*  
Town Solicitor

By: *John Hudson*  
John Hudson  
Mayor

Witness: \_\_\_\_\_

TOWN OF MILTON  
BRIDGE 3-809 - UNION STREET  
STATE CONTRACT NO. 90-073-07

THIS AGREEMENT, made this 6th day of May, 1991, A.D., between the State of Delaware, Department of Transportation, **PARTY OF THE FIRST PART**, and hereinafter referred to as "**STATE**" and the Town of Milton, a municipal corporation of the State of Delaware, **PARTY OF THE SECOND PART**, and hereinafter referred to as "**TOWN**".

**WITNESSETH:**

**WHEREAS**, the parties hereto have agreed to the construction, reconstruction, and/or related improvement to Bridge 3-809 on Union Street (Route 5), as set forth in the plans for Contract 90-073-07 of the **STATE** which are/or will be on file in the Department of Transportation's Administration Center, Dover, Delaware, and are incorporated herein by reference and made a part of this **AGREEMENT**, and as further described on **EXHIBIT A**, attached hereto and made a part of this **AGREEMENT**, herein referred to as the "**PROJECT**", and

**WHEREAS**, all work to be performed pursuant to this Agreement shall comply with the Specifications titled, "Delaware Department of Highways and Transportation, Standard Specifications, July 1985," and all subsequent addenda thereto, hereinafter referred to as Standard Specifications, and

**WHEREAS**, the **TOWN** intends by this **AGREEMENT** to give such municipal consent, approval, and waiver as may be required by law,  
DELDOT FORM CONTROL NO. 91D-073-07

pursuant to Title 17, Section 134, of the Delaware Code, as amended, for the construction, reconstruction, improvement, and/or maintenance by the **STATE** of the above mentioned **PROJECT**.

**NOW, THEREFORE,** the **TOWN** and the **STATE** for and in consideration of the mutual promises and benefits agrees, covenants, and promises with each other as follows:

1. **CONSENT OF TOWN**

Pursuant to Title 17, Section 134, of the Delaware Code as amended, the **TOWN** hereby grants, gives and surrenders to the **STATE** any and all such power, authority and jurisdiction over, in connection with or with respect to the proposed **PROJECT**, as may be necessary in the opinion of the **STATE** to enable the same to be constructed, reconstructed, and/or improved by the **STATE** as herein agreed in this Agreement.

By resolution dated April 9, \_\_\_\_\_, 1991, a certified copy of which is attached hereto, and made a part hereof as Exhibit B, the Town Council grants its consent for the **STATE** to construct, reconstruct, and/or improve, the **PROJECT** through the **TOWN**, required by and in accordance with Title 17, of the Delaware Code as amended and authorizes the Mayor of the Town of Milton to execute this **AGREEMENT**.

2. **CONSTRUCTION**

The **STATE** agrees to construct, reconstruct and make other the improvements as set forth in the plans of Contract 90-073-07 which is or will be on file in the Department of Transportation's Administration Center, Dover, Delaware.



3. MAINTENANCE

Upon completion of the PROJECT, the STATE agrees to inspect and maintain, as deemed necessary by the STATE, Bridge 3-809. Normal maintenance such as surface cleaning, ice control, snow removal, and policing of sidewalks and travelways resurfaced or reconstructed as part of the PROJECT shall be the responsibility of the TOWN.

4. CURB OPENINGS

The TOWN agrees that the number and length of curb openings for new and rebuilt entrances and exits to properties abutting the PROJECT area which are constructed, reconstructed, improved, or the like as part of the PROJECT shall meet the requirements of the STATE's then existing "Policy and Standards for Access to State Highways."

All curb openings for new or rebuilt entrances or exits to properties within or abutting the PROJECT area that are made upon or after completion of the PROJECT shall meet the requirements of the STATE's then existing "Policy and Standards for Access to State Highway's." All costs for any such openings shall be at the sole cost and expense of the TOWN.

5. PERMITS FOR ROAD SURFACE OPENINGS

It is agreed that the TOWN shall plan its future drainage and utility needs for a minimum of five (5) years after completion of the PROJECT in order to eliminate or minimize openings in the road surface within the PROJECT area. It is also agreed that whenever the TOWN proposes to make or allow any openings to any road surface within the PROJECT area, the TOWN shall first obtain

the prior written permission of the **STATE**, which permission will not be reasonably withheld. In case of emergency, within one working day, notice shall be given by the **TOWN** to the **STATE** of any opening made in the road surface with the **PROJECT** area. Any and all openings and pavement replacement within the **PROJECT** area must conform to the **STATE'S** then existing "Standard Specifications", must be subject to **STATE** inspection, and shall be made at the sole cost and expense of the **TOWN**.

6. **UTILITY ALTERATIONS**

In accordance with Title 17, Section 143, of the Delaware Code as amended, the **STATE** agrees to make necessary and appropriate alterations and/or relocation of **TOWN** owned public utilities. Any betterment to said **TOWN** owned public utilities shall be made at the sole cost and expense of the **TOWN**.

Betterment is defined in this **AGREEMENT** as any upgrading or improvement to **TOWN** owned public utilities made for the benefit of and/or at the election of the **TOWN** which is not due to the alteration and/or relocation of **TOWN** owned public utilities necessitated by the **PROJECT**.

7. **CONTROL OF TRAFFIC AND PARKING**

The **TOWN** will not enact or enforce an ordinance regulation or rule which may affect or apply to all or any part of the **PROJECT** and/or **PROJECT** area which the **STATE** deems will adversely affect the traffic and parking control for the **PROJECT** and/or **PROJECT** area. The **TOWN** hereby agrees to comply with Title 17, Section 147 and with Title 21, Chapter 41 of the Delaware Code, as amended, and with all requirements of law

and any rules or regulations promulgated from time to time by the **STATE**. The **TOWN** agrees specifically to comply with all State laws, rules and/or regulations concerning traffic and parking control in, along, and/or over the streets, roads and/or highways within the **PROJECT** area and particularly shall meet all requirements as found in the then existing "Manual on Uniform Traffic Control Devices for Streets and Highways" and any supplements and/or amendments thereto.

The **STATE** agrees to assume the responsibility of providing and erecting the necessary permanent traffic control devices for the **PROJECT** to insure compliance with the parking and the traffic operation within the **PROJECT** area. The ownership, maintenance responsibilities, and replacement of all traffic control devices are vested solely in the **TOWN**.

8. **RIGHT OF WAY**

The **TOWN** agrees to donate, without cost to the **STATE**, right of entry and temporary construction easements for the **STATE** to construct, reconstruct and make other improvements as set forth in the plans and specifications of Contract No. 90-073-07 for **TOWN** owned parcels designated as 1-L and 1-R on the **DEPARTMENT'S** right of way plans. The temporary easements are shown on Exhibit C.

The **STATE** agrees to acquire all other rights of way to construct the **PROJECT**.

9. **DAMAGE CLAIMS**

The **STATE** agrees to include in the specifications for construction of the **PROJECT** the requirement that the **STATE'S**

contractor shall indemnify and save harmless the **TOWN**, in addition to the **STATE**, from all suits, actions, or claims pursuant to the State of Delaware, Department of Transportation, Standard Specifications dated July, 1985, as amended, which are hereby incorporated herein.

The **TOWN** agrees to indemnify and save harmless the **STATE** consistent with the aforesaid Standard Specifications, which are expressly incorporated and made part hereof, or to include in its specifications for any work within the **PROJECT** area the same requirement for indemnifying and saving harmless the **STATE**. In addition, the **TOWN** agrees to protect and save harmless the **STATE** from any claims or liability arising from questions of title, privilege or authority to use the present, or proposed rights of way for the **PROJECT** to the exclusion of rights of way specifically acquired by the **STATE** from owners of land other than the **TOWN**.

#### **10. CHANGE IN AGREEMENT**

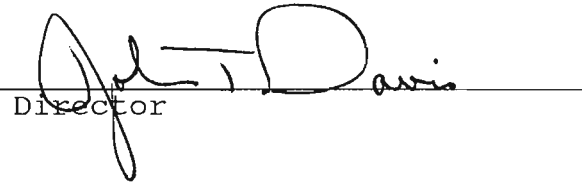
The **STATE** and **TOWN** agree that this Agreement is the entire and complete agreement between the parties and that no alterations, modifications, or amendments to this said Agreement shall be made or deemed valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed in quadruplicate, the day and year first above written.

ATTEST:

FOR THE STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS

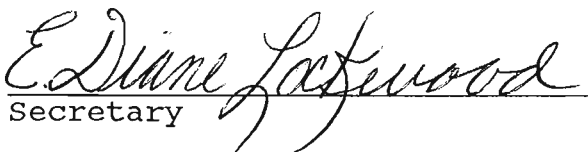
  
Director of Administration

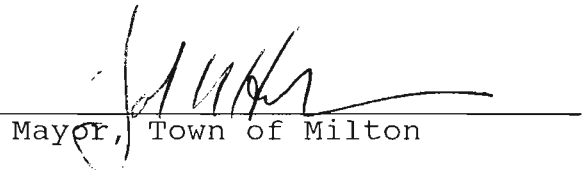
  
Director

DATE: May 6, 1991

ATTEST:

FOR THE TOWN OF MILTON

  
Secretary

  
Mayor, Town of Milton

APPROVED AS TO FORM:

  
Deputy Attorney General

# BR.3-809, SR 5 OVER BROADKILL RIVER UNION STREET

CONTRACT NUMBER 90-073-07

FEDERAL AID PROJECT NUMBER RS-1037(1)

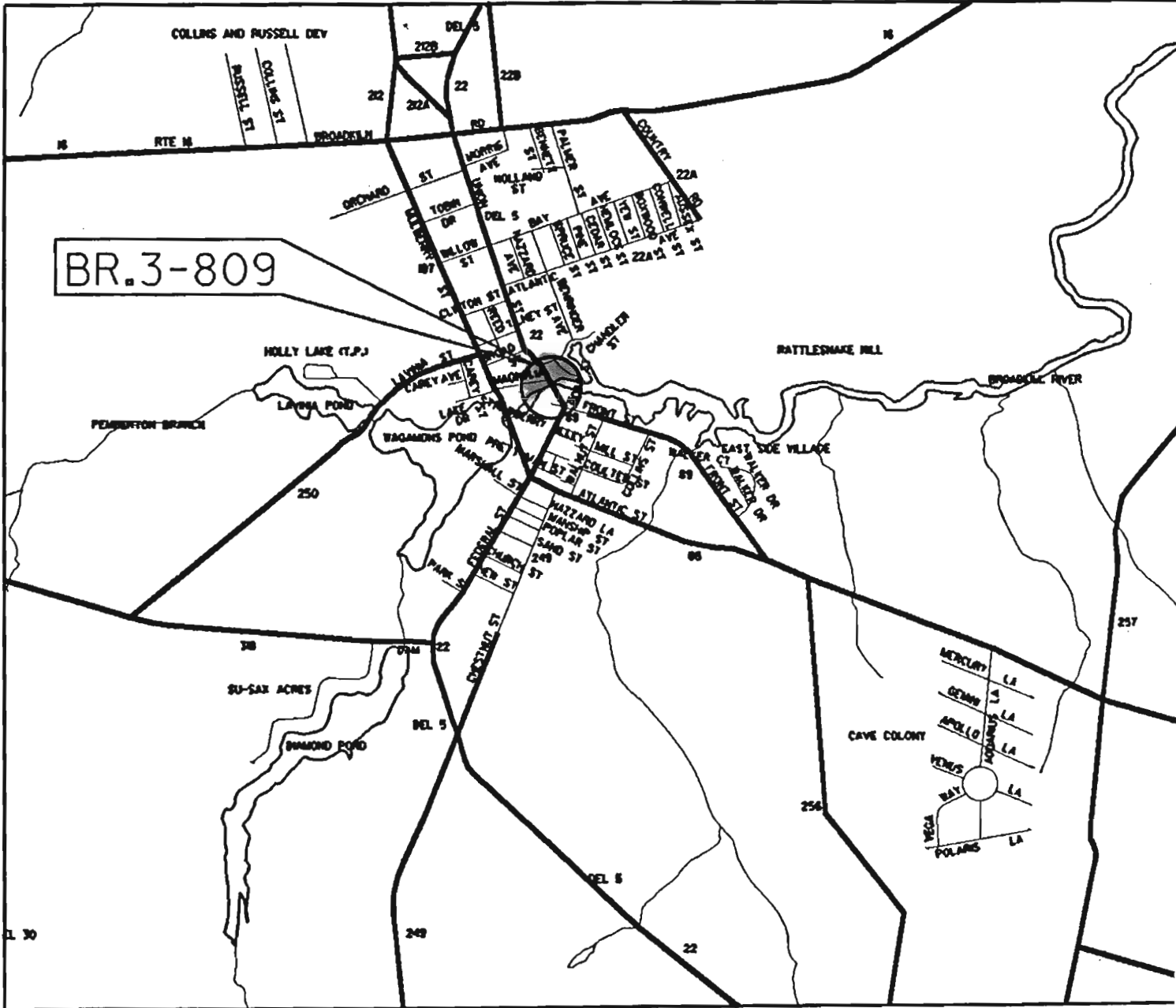


EXHIBIT A

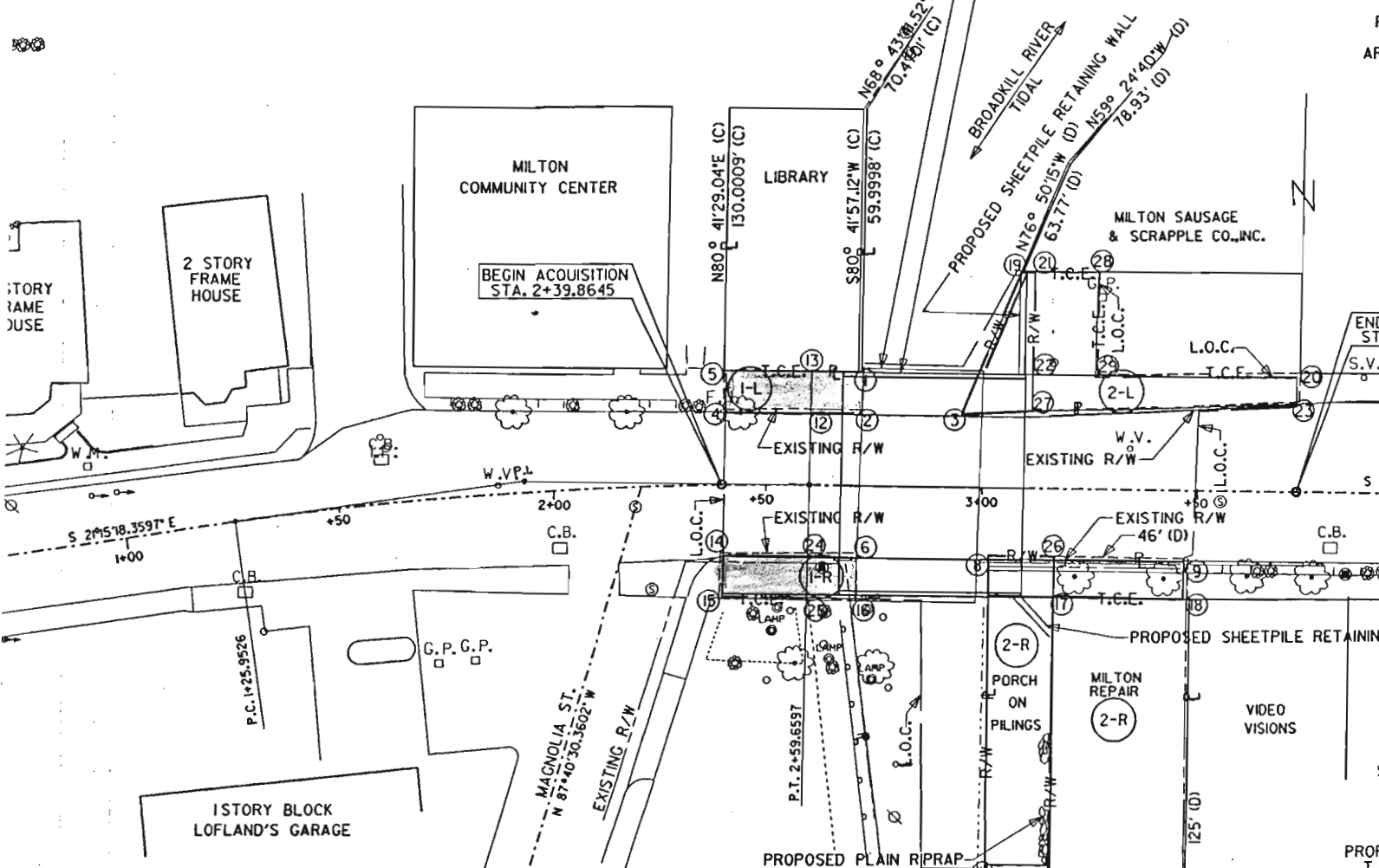
## LOCATION MAP

| METES AND BOUNDS   |         |              |               |                         |            |            |
|--|---------|--------------|---------------|-------------------------|------------|------------|
| RIGHT-OF-WAY LINE DATA                                   |         |              |               | RIGHT-OF-WAY CURVE DATA |            |            |
| * PARCEL T-R TOWN OF MILTON T.C.E AREA 2-35-14.19-109.00 |         |              |               |                         |            |            |
| PT. TO PT.   | BEARING | DISTANCE     | CHORD BEARING | CHORD LENGTH            | RADIUS     | ARC LENGTH |
| 15   | 14      | N76-37-30.9F | 9.9856FT      |                         |            |            |
| 14   | 24      | S 9-17-56.0F | 19.7300FT     |                         |            |            |
| 24   | 6       | S 9-17-56.0F | 8.7640FT      |                         |            |            |
| 6  | 16      | S73- 6-33.5W | 8.4443FT      |                         |            |            |
| 16   | 25      | N12-26-53.7W | 9.4777FT      |                         |            |            |
| 25   | 15      |              | N12-26-53.7W  | 19.4658FT               | 799.0315FT | 19.4671FT  |
| Figure 201 AREA = 262.2161 SQ. FEET 0.0060 ACRES         |         |              |               |                         |            |            |

| METES AND BOUNDS                                 |         |              |               |                         |            |            |
|--|---------|--------------|---------------|-------------------------|------------|------------|
| RIGHT-OF-WAY LINE DATA                           |         |              |               | RIGHT-OF-WAY CURVE DATA |            |            |
| * PARCEL T-L TOWN OF MILTON T.C.E. AREA          |         |              |               |                         |            |            |
| PT. TO PT.                                       | BEARING | DISTANCE     | CHORD BEARING | CHORD LENGTH            | RADIUS     | ARC LENGTH |
| 5  | 13      | S11-23-16.1F | 20.3995FT     |                         |            |            |
| 13   | 1       | S18-15-44.7F | 10.6145FT     |                         |            |            |
| 1  | 2       | S77-31-11.8W | 10.7244FT     |                         |            |            |
| 2  | 12      | N11-58-43.8W | 10.6445FT     |                         |            |            |
| 12   | 4       |              | N12-39-55.8W  | 20.2022FT               | 842.8648FT | 20.2027FT  |
| 4  | 5       | N76-53-26.2F | 10.0167FT     |                         |            |            |
| Figure 200 AREA = 305.4074 SQ. FEET 0.0070 ACRES |         |              |               |                         |            |            |

| POINT OFFSET DATA |           |          |            |           |
|-------------------|-----------|----------|------------|-----------|
| POINT             | STATION   | OFFSET   | NORTH      | EAST      |
| 1                 | 2+70.2104 | -27.7239 | 10387.5290 | 9934.2900 |
| 2                 | 2+70.3042 | -17.0000 | 10385.2115 | 9923.8190 |
| 3                 | 2+94.6089 | -17.5975 | 10361.5600 | 9929.4480 |
| 4                 | 2+39.8645 | -17.0000 | 10415.3348 | 9917.1803 |
| 5                 | 2+39.9056 | -27.0166 | 10417.6067 | 9926.9359 |
| 6                 | 2+68.4141 | 18.4200  | 10379.7090 | 9888.7780 |
| 8                 | 3+01.7775 | 18.4206  | 10347.0720 | 9895.7020 |
| 9                 | 3+47.7303 | 20.5782  | 10301.6720 | 9903.1290 |
| 10                | 3+13.9142 | 117.1142 | 10314.7157 | 9801.6765 |
| 11                | 2+99.2753 | 88.1768  | 10335.0418 | 9826.9455 |
| 12                | 2+59.6597 | -17.0000 | 10395.6242 | 9921.6098 |
| 13                | 2+59.6597 | -26.5622 | 10397.6088 | 9930.9638 |
| 14                | 2+39.5389 | 16.8477  | 10407.8285 | 9884.1738 |
| 15                | 2+39.5389 | 26.8333  | 10405.5186 | 9874.4590 |
| 16                | 2+69.1371 | 26.8333  | 10377.2555 | 9880.6980 |
| 17                | 3+17.1848 | 25.1234  | 10330.6090 | 9892.3430 |
| 18                | 3+48.5540 | 25.1568  | 10299.9160 | 9898.8210 |
| 19                | 3+08.7226 | -51.2919 | 10354.7470 | 9965.3380 |
| 20                | 3+73.3158 | -27.9851 | 10286.7230 | 9955.9450 |
| 21                | 3+11.4260 | -51.2928 | 10352.1026 | 9965.9000 |
| 22                | 3+11.4260 | -26.8289 | 10347.0251 | 9941.9688 |
| 23                | 3+73.3155 | -17.3654 | 10284.5191 | 9945.5566 |
| 24                | 2+59.6597 | 18.0103  | 10388.3578 | 9887.3619 |
| 25                | 2+59.6597 | 26.9110  | 10386.5104 | 9878.6550 |
| 26                | 3+17.3970 | 19.1540  | 10331.6403 | 9898.2265 |
| 27                | 3+11.4260 | -19.3980 | 10345.4828 | 9934.6997 |
| 28                | 3+26.4260 | -51.2978 | 10337.4303 | 9969.0181 |
| 29                | 3+26.4260 | -27.1091 | 10332.4099 | 9945.3562 |
| 105               |           |          | 10220.6871 | 9097.0990 |

TOWN OF MILTON  
T.C.E. AREA = 305.4074 S.F. = 0.0070 AC. (C)



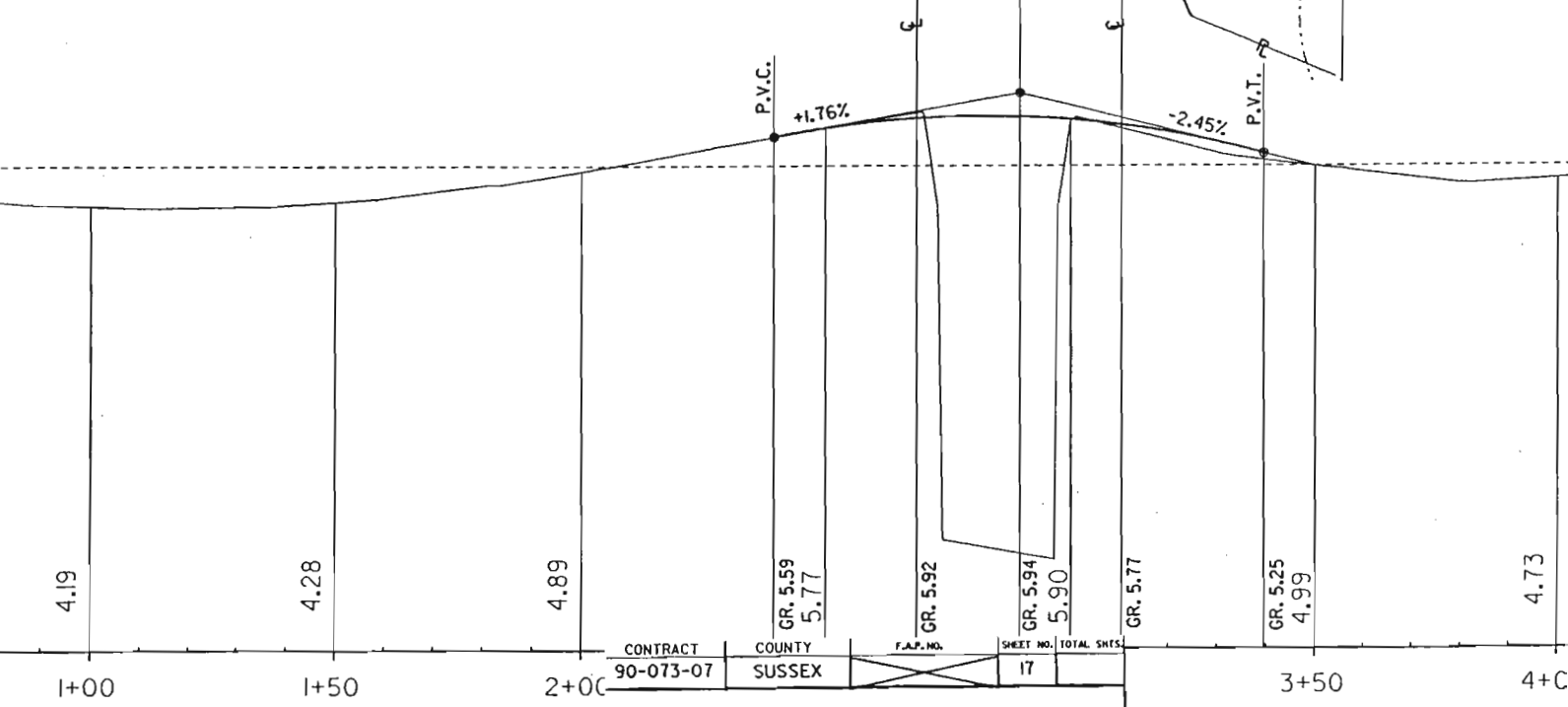
EXISTING AND PROPOSED CURVE DATA

P.I. = STA. 1+92.6597  
 $\Delta = 9^\circ 16'34.2''$  RT.  
 $D = 6^\circ 56'15.6231''$   
 $R = 825.8648'$   
 $T = 67.0'$   
 $L = 133.7072'$

PLAN  
SCALE: 1" = 20'-0"

VERTICAL CURVE  
P.V.I. STA. 2+8'  
L.V.C. = 100'  
 $G_1 = +1.7\%$   
 $G_2 = -2.45\%$   
 $E = 0.5'$

TOWN OF MILTON  
2-35-14.19-109.00  
D.R. 329-84 (NO METES AND BOUNDS GIVEN)  
T.C.E. AREA = 262.2161 S.F. = 0.0060 AC. (C)



|           |        |            |           |             |
|-----------|--------|------------|-----------|-------------|
| CONTRACT  | COUNTY | F.A.P. NO. | SHEET NO. | TOTAL SHES. |
| 90-073-07 | SUSSEX |            | 17        |             |

REPLACEMENT OF BR.3-809



*Town Of Milton*

"HEAD OF THE BROADKILL"

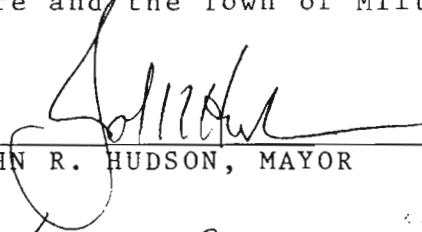



PHONE: 302-684-4110

101 FEDERAL STREET  
MILTON, DELAWARE 19968

RESOLUTION

BE IT KNOWN THAT A SPECIAL MEETING of the Mayor and Council of Milton was held this 9th day of April, 1991, and that following discussion a vote was taken by the Town Council and by a majority vote it was agreed that the Mayor of the Town of Milton, namely, John R. Hudson, was authorized to consent to the State of Delaware's proposal to construct and improve the Union Street Bridge (#3-809) and to execute such written contract prepared by the State of Delaware (State Contract No. 90-073-07) to memorialize the term arrived at between the State of Delaware and the Town of Milton.

  
\_\_\_\_\_  
JOHN R. HUDSON, MAYOR

  
\_\_\_\_\_  
DIANE LOCKWOOD, SECRETARY

April 9, 1991  
DATE

EXHIBIT B

AMENDMENT TO AGREEMENT DATED JULY 27, 1961, BETWEEN  
STATE HIGHWAY DEPARTMENT AND TOWN OF MILTON

WHEREAS, on July 27, 1961, an agreement was entered into between State Highway Department of the State of Delaware ("STATE") and the Town of Milton, a municipal corporation of the State of Delaware ("TOWN") whereby the State agreed to reconstruct certain road pavements destroyed by the Town in connection with the Town's sewer construction project, and the Town agreed to reimburse the State for said reconstruction costs, and

WHEREAS, it has been deemed in the best interests of both the State and the Town that the Town should not be obligated to reimburse the State for said reconstruction expenses in excess of Seventy Thousand Dollars (\$70,000.00).

NOW THEREFORE, for and in consideration of the mutual promises, agreements and covenants set forth hereinafter, the Town of Milton and State Highway Department hereby covenant, promise and agree to and with each other as follows:

1. The aforesaid agreement dated July 27, 1961, between the State and the Town is hereby amended by deleting paragraph 2 of said agreement entitled "Repayment by Town" and substituting therefor the following paragraph 2:

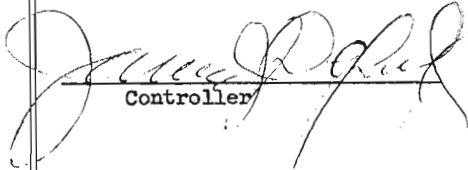
"2. Repayment by Town. The Town agrees unconditionally to reimburse the State for the costs of engineering, inspection and reconstruction of said road pavements, based on the accepted low bid price, up to but not exceeding Seventy Thousand Dollars (\$70,000.00) from annually received Municipal Aid Funds or from any other funds or revenues of the Town, at the following scheduled rates, beginning with the first day of October of the first year after the letting of the contract by the State and due each first day of October of each year thereafter until the aforesaid total cost or Seventy Thousand Dollars (\$70,000.00), whichever is the lesser, has been paid to the State.

|         |  |
|---------|--|
| \$3,500 | per year for first three years   |
| \$4,500 | per year for next two years  |
| \$6,500 | per year for next two years  |
| \$7,500 | per year for next two years  |
| \$8,000 | per year for each succeeding year thereafter until the total costs or Seventy Thousand Dollars (\$70,000.00), whichever is the lesser, has been paid in full." |

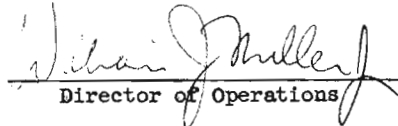
2. Except as set forth in paragraph 1 herein, the aforesaid agreement dated July 27, 1961, between the State and the Town is not modified, amended or altered in any way and the State and the Town hereby ratify and affirm all of the promises, agreements and covenants set forth in said agreement except as amended in paragraph 1 herein.

STATE HIGHWAY DEPARTMENT

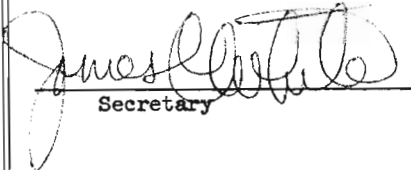
ATTEST:

  
Controller

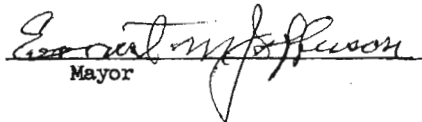
By: U. Mason Terry  
Chairman

  
Director of Operations

ATTEST:

  
Secretary

TOWN OF MILTON

  
Mayor



