

**AGENDA**  
**REGULAR MEETING OF THE MAYOR AND COUNCIL**  
**November 13, 2018**  
**SEAFORD CITY HALL - 414 HIGH STREET**

**5:45 P.M** - Mayor and City Council to meet at the site and take a tour of the former Wheaton's property; located at 24960 Dairy Lane, Seaford, DE 19973.

**7:00 P.M.** - Mayor David Genshaw calls the Regular Meeting to order.

- Invocation
- Pledge of Allegiance to the Flag of the United States of America.
- Changes to agenda for this meeting.
- Approval of minutes of the regular meeting on October 23, 2018.

**ALL ITEMS ON THIS AGENDA MAY OR MAY NOT BE VOTED ON.**

**CORRESPONDENCE:**

1.

**7:05 P.M. PUBLIC HEARING:**

1. Ordinance 2018-1A - An Ordinance Annexing a 14,155+/- square foot Parcel and a 15,915+/- square foot Parcel located at 1380 Middleford Road, Seaford, DE 19973, owned by the Seaford Nylon Employees Council; Tax Map 331-5.00-84.00 and 331-5.00-85.05.

**NEW BUSINESS:**

1. Present for approval, Ordinance 2018-A1, to annex a 14,155+/- square foot Parcel and a 15,915+/- square foot Parcel located at 1380 Middleford Road, Seaford, DE 19973, owned by the Seaford Nylon Employees Council; Tax Map #331-5.00-84.00 and #331-5.00-85.05.
2. Authorize the City Manager to execute Site Access Agreements with Cellco Partnership (d/b/a Verizon Wireless) to access City owned water tower sites and preform environmental inspection, testing and other sampling activities at three locations; 295 Cedar Avenue, 1799 Dulaney Street and 22770 Sussex Highway as part of a potential tower space lease agreement due diligence process.

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November 13, 2018

3. Present for approval a recommendation from the Economic Development Committee to approve three Rental to Home Ownership Incentives for 507 N. Bradford Street, 410 Harrington Street and 723 E. Ivy Drive.
4. Present for approval the Annexation Committee report for the property located at 24960 Dairy Lane, Seaford, DE 19973; Sussex County Tax Map Number 531-12.00-40.00.
5. Present for approval a proposal from Sport Builders to repair the cracks on the City tennis courts located adjacent to School Lane (proposal to be funded by the Seaford School District and the City of Seaford equally).

**OLD BUSINESS:**

- 1.

**REMINDER OF MEETINGS & SETTING NEW MEETINGS:**

1. Nanticoke Memorial Hospital Tribute Dinner, November 15, 6:00 p.m.; Heritage Shores.
2. City Offices will be closed November 22 & 23 in observance of the Thanksgiving Holiday.
3. Caroling in the Park in Gateway Park, November 26, 6:45 p.m.
4. Seaford Christmas Parade; December 1, line-up at 6:00 p.m. Nylon Blvd, Step-off 7:00 p.m...
5. City of Seaford Christmas Party, SVFD Fire Hall, 5:30 p.m. December 8.

**COMMITTEE REPORTS:**

1. **Police & Fire - Councilman Dan Henderson**
2. **Administration - Councilman Orlando Holland**
3. **Code, Parks and Recreation - Councilman James King**
4. **Public Works & WWTF - Councilwoman Leanne Phillips-Lowe**
5. **Electric - Councilman William Mulvaney**

**Mayor Genshaw solicits a motion to adjourn the regular Council meeting.**

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November 13, 2018

**NOTE:** Agenda shall be subject to change to include or delete additional items (including executive session) which arise at the time of the meeting. (29 Del. C. S1004 (e) (3))

Date Posted: 11/6/18

Posted by: TNT

PA # 1  
3  
NPB # 1  
11-13-18

# ORDINANCE 2018-A1

An Ordinance Annexing a 14,155+/- square foot Parcel and a 15,915+/- square foot Parcel located at 1380 Middleford Road, Seaford, DE 19973, owned by the Seaford Nylon Employees Council Tax Map 331-5.00-84.00 and 331-5.00-85.05

WHEREAS, the City of Seaford has been requested to annex the lands set forth in Exhibit A, attached hereto, by the owner of the area proposed to be annexed; and

WHEREAS, the requested annexation and zoning complies with the City of Seaford Comprehensive Land and Future Land Use Map; and

WHEREAS, after a thorough review of the findings submitted by the City of Seaford Annexation Committee and the Council of the City of Seaford desires to extend the city boundary lines to include said tract of land.

NOW, THEREFORE, THE CITY OF SEAFORD HEREBY ORDAINS:

Section 1. The present boundary of the City of Seaford, as presently established, is hereby extended to include by annexation all those certain tracts of land consisting of a 14,155+/- square foot Parcel and a 15,915+/- square foot Parcel, as the same is shown on a plan denoted Exhibit A, attached hereto and made a part hereof.

Section 2. A Plan of Services has been completed in accordance with Delaware Code and accepted by all necessary agencies.

Section 3. The hereinto described 14,155+/- square foot Parcel and a 15,915+/- square foot Parcel of land are hereby zoned C-2 Highway Commercial District.

Section 4. Said area once annexed will be included in the geographical and political subdivision of the City of Seaford.

Section 5. The City Building Official is hereby directed to secure the description and plot of the territory to be recorded in the Office of the Recorder of Deeds in Sussex County, Delaware, in accordance with the Charter of the City of Seaford.

Section 6. This ordinance, introduced on the 13th day of November, 2018, is hereby adopted by an affirmative vote of at least two-thirds of the members of City Council this 13th day of November 2018.

SEAL

Attest:

\_\_\_\_\_  
Mayor David C. Genshaw

\_\_\_\_\_  
City Manager Charles Anderson

T.M. #3-31-5.00-84.00 & 85.05

"PINE COVE" SUBDIVISION  
P.B. 13-79

CURVE DATA  
R = 65.00'  
Δ = 89°46'24"  
A = 101.84'  
CD = 91.74'  
Brq. = S 80°23'50" E



LOT 9 "PINE COVE"  
15,915 Sq. Ft. +/-  
0.365 Acres +/-  
D.B. 1669-35  
T.M. 3-31-5.00-85.05

NF  
SDS LIMITED LIABILITY COMPANY  
D.B. 2848-147.00  
T.M. 3-31-5.00-83.00

MILFORD STREET NF  
D.B. 2392-1  
T.M. 3-31-5.00-82.00  
NF  
MILFORD STREET ASSOCIATES, INC.

14,155 Sq. Ft. +/-  
0.325 Acres +/-  
D.B. 597-682  
T.M. 3-31-5.00-84.00

MIDDLEFORD ROAD - SCR 535  
(60' RM)  
P.O.B.  
1330± TO ROUTE 13

- PIPE (FD)
- CONC. MON. (FD)
- ▲ REBAR (FD)
- ⊠ DRILL HOLE (SET)
- POINT
- UTILITY POLE
- ★ LIGHT POLE
- ◆ WELL

—E— OVERHEAD UTILITIES

SEE PLOT BOOK 13 PAGE 79 FOR EASEMENT RESERVATIONS. THIS SURVEY AND PLAT DOES NOT VERIFY THE EXISTENCE OR NON-EXISTENCE OF RIGHTS-OF-WAY OR EASEMENTS CROSSING THIS PROPERTY OTHER THAN THOSE SHOWN. NO TITLE SEARCH PROVIDED OR STIPULATED.

I, STEPHEN M. SELLERS REGISTERED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF DELAWARE, HEREBY STATE THAT THE INFORMATION SHOWN ON THIS PLAN HAS BEEN PREPARED UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS ESTABLISHED BY THE STATE OF DELAWARE BOARD OF PROFESSIONAL LAND SURVEYORS. ANY CHANGES TO THE PROPERTY CONDITIONS, IMPROVEMENTS, BOUNDARY OR PROPERTY CORNERS AFTER THE DATE SHOWN HEREON SHALL NECESSITATE A NEW REVIEW AND CERTIFICATION FOR ANY OFFICIAL OR LEGAL USE.

*Stephen M. Sellers*  
STEPHEN M. SELLERS PLS 566 DATE 7/19/18  
SURVEY CLASS: SUBURBAN

# BOUNDARY SURVEY PLAN FOR SEAFORD NYLON EMPLOYEES COUNCIL

MIDDLEFORD ROAD, SEAFORD, DE. 19973  
SEAFORD HUNDRED SUSSEX COUNTY  
STATE OF DELAWARE  
SCALE 1" = 50' JULY 19, 2018

PREPARED BY: PH: 302-629-9895  
FAX: 302-629-2391

**MILNER**  
**LEWIS, INC.**  
LAND SURVEYING

1560 MIDDLEFORD RD. • SEAFORD, DE. 19973

## C. Anderson

---

**From:** Griffith, Daniel A. <DGriffith@wtplaw.com>  
**Sent:** Thursday, October 4, 2018 2:04 PM  
**To:** C. Anderson  
**Cc:** Wilcox, Scott G.  
**Subject:** RE: Annexation Ordinance  
**Attachments:** WTP-#10011857-v1-SNEC\_Lands\_Annexation\_ordinance.docx

Hi Charles:

I have reviewed these materials and have the following thoughts:

1. The draft ordinance looks very good. It is exactly what the Charter contemplates. I made a couple small, proposed grammatical changes (attached) but I think this Ordinance could serve as the template for future annexations;
2. The charter does not require more than one reading before adoption. A second reading is not prohibited by the Charter, so if you (Mayor/Council) think a second reading would be better practice, that's fine but it is not required. The ordinance can be adopted after one reading if it has the 2/3 votes.
3. The role of Planning and Zoning in the charter is purely ministerial, i.e., limited to making sure that the original Petition for Annexation is complete. So there is no need to run the ordinance through the P & Z Commission.

I am copying our land-use specialist, Scott Wilcox, who was primarily involved in the drafting of the charter change and inviting him to weigh in if he has any additional or different thoughts. As always, please feel free to contact me.

Thanks, Charles.

Dan



**Daniel A. Griffith** | *Partner* | *Managing Attorney, Delaware*  
The Renaissance Centre, Suite 500 | 405 North King Street | Wilmington, DE | 19801-3700  
t: 302.357.3254 | f: 302.357.3274  
[dgriffith@wtplaw.com](mailto:dgriffith@wtplaw.com) | [www.wtplaw.com](http://www.wtplaw.com)

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**PANGEA NET**

**From:** C. Anderson <canderson@seafordde.com>  
**Sent:** Tuesday, October 02, 2018 10:56 AM

To: Griffith, Daniel A. <DGriffith@wtplaw.com>

Subject: Annexation Ordinance

Dan,

Good morning.

We are moving thru our first annexation under the new charter provisions that you helped us develop and adopt a few months ago. This is an annexation of two parcels as shown on the attached survey. We have had the annexation committee report accepted by the City Council and Council is scheduled to hold a public hearing on the proposed annexation on October 23.

Our new charter provisions require us to adopt an ordinance containing a description of the territory and the zoning requested.

Can you review the attached draft ordinance and let us know if that language and the attachment of the survey as exhibit A meets the charter requirements for the annexation ordinance? We will advertise the ordinance as listed in the charter. Also will we need to read the ordinance twice or will one time be sufficient and Council can adopt the ordinance after the first reading if they have a 2/3 vote? The reason I ask is that when we change the Municipal code we have two readings at Council then advertise the change and it is effective 30 days after advertisement. The charter lays out somewhat of a different path for annexations as opposed to code changes.

We did not run this thru the planning and zoning commission only the Council as the charter does not mention P&Z as a requirement. We did have a PLUS review of the proposed annexation and we should receive comments any day now.

If you want to call once you have looked thru the draft ordinance to discuss any questions feel free – 302.629.9173.

Thanks

Charles

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PA # 1  
3  
NPB # 1  
11-13-18

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LOT 9 "PINE COVE"  
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0.365 Acres +/-  
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T.M. 3-31-5.00-85.05

NF  
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D.B. 2848-147.00  
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**Daniel A. Griffith** | Partner | Managing Attorney, Delaware  
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NB#2  
11-13-12  
(1 of 3)

## SITE ACCESS AGREEMENT

This Site Access Agreement (this “**Agreement**”) is executed by [Enter name of entity seeking access] d/b/a **Verizon Wireless** (the “**Licensee**”), with a business address of 180 Washington Valley Road, Bedminster, NJ 07921, and **City of Seaford**, (the “**Licensor**”) whose mailing address is 414 High Street, Seaford, Delaware 19973.

## BACKGROUND

As part of Licensee’s consideration of real property (the “**Property**”) located at 22770 **Sussex Highway**, Seaford, Sussex County, Delaware, as more fully described in Exhibit “A”, attached, for the placement, maintenance and use of a communications facility and appurtenant uses, the Licensor has agreed to grant to Licensee and other persons described herein, a license, to enter upon the Property to conduct activities to help Licensee assess the suitability of the Property for its intended use. These activities may include, among other things, environmental inspection, testing and sampling activities (“**Site Investigations**”) at the Property.

The purpose of this Agreement is to enter into a site access license governing the Site Investigations that may be conducted by Licensee’s authorized agents, contractors, consultants and employees.

Licensee and Licensor agree as follows:

1. **Authority to Grant a License.** Licensor represents that it has the authority to grant the access allowed by this Agreement and that there is no need to obtain the approval or consent of any other party. The Licensor hereby grants a license to Licensee to conduct the Site Investigation.
2. **Access to Property and Licensor’s Consent.** Licensor grants to Licensee and its agents, advisors, employees, consultants, representatives, and independent contractors, including environmental contractors and consultants hired directly or indirectly by Licensee (collectively, the “**Licensee Representatives**”), the right, but not the obligation, of ingress to, egress from, and access under, above, and through, the Property for the purpose of performing the Site Investigation. The Site Investigation may include, but is not necessarily limited to, activities intended to (1) review environmental, safety and health conditions;(2) conduct radio tests, including the placing of radio broadcast/receive equipment on the Property for necessary periods; (3) conduct physical, structural and geotechnical testing; and (4) perform boundary and other surveys. These activities may, among other things, include the collection and testing of samples of soil, water, building materials and other substances. Without limiting the generality of the foregoing, the Licensee Representatives may drill into the soil, drill through pavement, remove reasonable amounts of soil, install and sample monitoring wells, and perform other tests, actions, evaluations, procedures, and treatments to complete its investigations. The Licensee Representatives shall undertake all activities on the Property in compliance with all applicable laws and shall use commercially reasonable efforts to minimize the extent and duration of any interference with Licensor’s business operations on the Property. The cost of all such activities shall be the responsibility of Licensee (or the Licensee

Representatives as arranged between the Licensee Representative and the Licensee) and not Licensor.

3. **Advance Notice.** Licensee or Licensee Representatives shall give Licensor at least twenty four (24) hours advance notice, either orally (by telephone or in person) or by electronic message of a planned activity that can reasonably be expected to require invasive activities into the Property's subsurface, including notice of the areas of the Property that are expected to be materially affected by any sampling, monitoring, installation, or similar action. Licensee Representatives shall cooperate with Licensor to schedule the activities so as to minimize the extent and duration of any interference with Licensor's operations.

4. **Installation, Sampling, and Removal.** Licensor shall cooperate with the Licensee Representatives regarding all installation, monitoring, sampling, removal and related activities that Licensee Representatives desire to conduct on the Property. Licensor shall cooperate in locating buried utilities and improvements on the Property at the request of Licensee Representative and shall assist the Licensee Representatives in avoiding impacts to such buried or concealed features. At the Licensor's specific request, Licensee Representatives shall use commercially reasonable efforts to schedule its activities to avoid times of peak business activity on the Property. Licensor authorizes Licensee Representatives to obstruct temporarily, but for a reasonable period of time, access to, or use of, limited areas of the Property to conduct Site Investigations. Licensee Representatives may use any electrical or other utility outlets or connections on the Property to conduct its activities. Licensee Representatives shall split all samples with Licensor upon Licensor's request, so long as Licensor pays for any and all additional costs incurred by the Licensee Representatives in this regard. After completing the activities contemplated by this Agreement, Licensee or Licensee Representatives shall remove their equipment and restore any part of the Property that was affected by its activities to a condition that is reasonably similar to the condition of the Property at the time immediately preceding the commencement of said activities.

5. **Indemnification.** (a) Licensee shall indemnify and hold harmless Licensor for any penalties, damages or costs that result from the negligence or willful misconduct, misrepresentation or breach of warranty in this agreement by Licensee or Licensee representatives.

(b) Licensor shall indemnify and hold harmless Licensee and Licensee Representatives for any penalties, damages or costs that result from the negligence or willful misconduct, misrepresentation or breach of warranty in this agreement by Licensor including any damages or injuries to Licensee Representatives persons and/or property which arise from or relate to any existing hazardous waste, pollutant or hazardous substance presence or release associated with or related to the Property.

(c) The indemnification in this agreement shall only apply if prompt notice is provided to the indemnifying party. The indemnity is conditioned on the following: (i) the indemnifying party has the opportunity to fully manage any indemnified matter as it deems appropriate (including any required remediation or defense of claims) with employees, agents, contractors, consultants and attorneys of the indemnifying party's choosing and (ii) the reasonable cooperation of any indemnified party (including the signing of any properly completed forms that will allow for the continued current use of the property).

(d) The site access granted to the Licensee and/or Licensee Representatives pursuant to this Agreement extends to any repair or restoration work required to remediate any damage to the Property that is indemnified pursuant to this Section.

6. **Test Results.**

(a) Licensor understands and acknowledges that the environmental testing to be undertaken may create legal duties applicable to Licensor if conditions of pollution are discovered and that except to the extent required by law, neither Licensee nor Licensee Representatives have an obligation to report any test results or conditions to any party as a result of this Agreement. Licensee and Licensee Representatives will provide copies of test results to Licensor unless Licensor specifically requests, in writing, prior to the start of testing, not to receive the test results from Licensee's review. Licensor acknowledges that these tests are performed for Licensee's specific purposes and cannot be relied on by Licensor in any way as being accurate or sufficient for any purposes. Licensor agrees and acknowledges that it is not authorized to share, provide, disseminate, present, and/or make available the test results to any third party unless required by law.

(b) In certain cases test results regarding the environmental conditions of the property may result in a reporting obligation specific to Licensee or Licensee Representatives. In any of those cases, Licensee or Licensee Representative shall, if reasonably possible, notify Licensor at least twenty four (24) hours prior to making the notification but in any case within seventy two (72) hours after making the notification to the appropriate agency. Licensor agrees that Licensee and Licensee Representatives bear no responsibility for the costs resulting from that reporting and that Licensee shall not become responsible for any conditions that it discovers during the Site Investigation.

(c) Licensor acknowledges and agrees that any samples that are taken during the activities undertaken pursuant to this Agreement and any investigation-derived media (i.e., drill cuttings, well purge water) generated by the investigation may require off-site disposal based upon test results. Licensor agrees to execute all properly completed waste manifests or other documents required for proper disposal of test results. Licensor's obligation to sign any properly completed waste manifests or other documents required for proper disposal survives this Agreement so long as those items that require disposal were generated pursuant to this Agreement. The cost of off-site disposal of media will be paid for by Licensee or the appropriate Licensee Representative, not Licensor.

(d) Licensee may use the results of the Site Investigation as it deems appropriate and may share the results with third parties, including, but not necessarily limited to attorneys, consultants, contractors, employees and regulators.

7. **Termination.** This Agreement shall terminate automatically on the earlier of: (1) execution of a lease agreement for any part of the Property between Licensee and Licensor, or (2) a decision by Licensee that the site is unsuitable.

8. **Waiver; Modification; Severability.** An extension, amendment, modification, cancellation, or termination of this Agreement will be valid and effective only if it is in writing and signed by each

party to this Agreement, except as provided otherwise in this Agreement. In addition, a waiver of any duty, obligation, or responsibility of a party under this Agreement will be valid and effective only if it is evidenced by a writing signed by, or on behalf of, the party against whom the waiver or discharge is sought to be enforced. Whenever possible, each provision of this Agreement should be construed and interpreted so that it is valid and enforceable under applicable law. However, if a provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable from the remaining provisions of this Agreement and will not affect the validity, interpretation, or effect of the other provisions of this Agreement or the application of that provision to other circumstances in which it is valid and enforceable.

9. **Assignment; Third Party Beneficiaries.** Neither the entry of this Agreement or any action taken by Licensee hereunder shall create any third party beneficiary or third party beneficiary rights.

10. **Legal Matters.** The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State where the Property is located and the federal laws of the United States of America.

11. **Notices.** Except for oral notices specifically authorized in this agreement, notices permitted by this Agreement will be valid only if such notice is in writing, delivered personally or by e-mail, telecopy, commercial courier, or first class, postage prepaid, United States mail (whether or not certified or registered and regardless of whether a return receipt is requested or received by the sender), and addressed by the sender to the intended recipient at its address set forth in the first paragraph of this Agreement, or to such other address as the intended recipient may designate by notice given to the sender in accordance with this section. A validly given notice, consent, demand, request, or approval will be effective on the earlier of its receipt, if delivered personally or by e-mail, telecopy, or commercial courier, or the third day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid, United States mail. Each party promptly shall notify the other of any change in its mailing address or telephone contact number stated in this Agreement.

12. **Complete Agreement; Survival.** This Agreement records the entire understanding between the parties regarding the subjects addressed in it and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by either of them.

13. **Execution and Effectiveness.** The parties may execute this Agreement in counterparts. Each executed counterpart will constitute an original document, and all executed counterparts, together, will constitute the same agreement. This Agreement will become effective upon the last signatory's delivery of the fully executed document to the other party, and the last signatory shall fill in the EXECUTED date below prior to such delivery.

**EXECUTED:** \_\_\_\_\_, 20\_\_.

**LICENSOR:**

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**LICENSEE:**

\_\_\_\_\_ d/b/a Verizon Wireless

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**[SIGNATURE(S) OF LICENSEE REPRESENTATIVE(S) THAT WILL CONDUCT SITE INVESTIGATION ON FOLLOWING PAGE]**

The undersigned "Licensee Representative" has reviewed this Agreement and hereby agrees to comply with all obligations pertaining to, and imposed on, Licensee Representatives contained herein.

Agreed to and accepted by:

\_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

NB#2  
11-13-18  
(2 of 3)

## SITE ACCESS AGREEMENT

This Site Access Agreement (this “**Agreement**”) is executed by [Enter name of entity seeking access] **d/b/a Verizon Wireless** (the “**Licensee**”), with a business address of 180 Washington Valley Road, Bedminster, NJ 07921, and City of Seaford, (the “**Licensor**”) whose mailing address is 414 High Street, Seaford, Delaware 19973.

### BACKGROUND

As part of Licensee’s consideration of real property (the “**Property**”) located at 1799 **Dulaney Street**, Seaford, Sussex County, Delaware, as more fully described in Exhibit “A”, attached, for the placement, maintenance and use of a communications facility and appurtenant uses, the Licensor has agreed to grant to Licensee and other persons described herein, a license, to enter upon the Property to conduct activities to help Licensee assess the suitability of the Property for its intended use. These activities may include, among other things, environmental inspection, testing and sampling activities (“**Site Investigations**”) at the Property.

The purpose of this Agreement is to enter into a site access license governing the Site Investigations that may be conducted by Licensee’s authorized agents, contractors, consultants and employees.

Licensee and Licensor agree as follows:

1. **Authority to Grant a License.** Licensor represents that it has the authority to grant the access allowed by this Agreement and that there is no need to obtain the approval or consent of any other party. The Licensor hereby grants a license to Licensee to conduct the Site Investigation.
2. **Access to Property and Licensor’s Consent.** Licensor grants to Licensee and its agents, advisors, employees, consultants, representatives, and independent contractors, including environmental contractors and consultants hired directly or indirectly by Licensee (collectively, the “**Licensee Representatives**”), the right, but not the obligation, of ingress to, egress from, and access under, above, and through, the Property for the purpose of performing the Site Investigation. The Site Investigation may include, but is not necessarily limited to, activities intended to (1) review environmental, safety and health conditions;(2) conduct radio tests, including the placing of radio broadcast/receive equipment on the Property for necessary periods;(3) conduct physical, structural and geotechnical testing; and (4) perform boundary and other surveys. These activities may, among other things, include the collection and testing of samples of soil, water, building materials and other substances. Without limiting the generality of the foregoing, the Licensee Representatives may drill into the soil, drill through pavement, remove reasonable amounts of soil, install and sample monitoring wells, and perform other tests, actions, evaluations, procedures, and treatments to complete its investigations. The Licensee Representatives shall undertake all activities on the Property in compliance with all applicable laws and shall use commercially reasonable efforts to minimize the extent and duration of any interference with Licensor’s business operations on the Property. The cost of all such activities shall be the responsibility of Licensee (or the Licensee

Representatives as arranged between the Licensee Representative and the Licensee) and not Licensor.

3. **Advance Notice.** Licensee or Licensee Representatives shall give Licensor at least twenty four (24) hours advance notice, either orally (by telephone or in person) or by electronic message of a planned activity that can reasonably be expected to require invasive activities into the Property's subsurface, including notice of the areas of the Property that are expected to be materially affected by any sampling, monitoring, installation, or similar action. Licensee Representatives shall cooperate with Licensor to schedule the activities so as to minimize the extent and duration of any interference with Licensor's operations.

4. **Installation, Sampling, and Removal.** Licensor shall cooperate with the Licensee Representatives regarding all installation, monitoring, sampling, removal and related activities that Licensee Representatives desire to conduct on the Property. Licensor shall cooperate in locating buried utilities and improvements on the Property at the request of Licensee Representative and shall assist the Licensee Representatives in avoiding impacts to such buried or concealed features. At the Licensor's specific request, Licensee Representatives shall use commercially reasonable efforts to schedule its activities to avoid times of peak business activity on the Property. Licensor authorizes Licensee Representatives to obstruct temporarily, but for a reasonable period of time, access to, or use of, limited areas of the Property to conduct Site Investigations. Licensee Representatives may use any electrical or other utility outlets or connections on the Property to conduct its activities. Licensee Representatives shall split all samples with Licensor upon Licensor's request, so long as Licensor pays for any and all additional costs incurred by the Licensee Representatives in this regard. After completing the activities contemplated by this Agreement, Licensee or Licensee Representatives shall remove their equipment and restore any part of the Property that was affected by its activities to a condition that is reasonably similar to the condition of the Property at the time immediately preceding the commencement of said activities.

5. **Indemnification.** (a) Licensee shall indemnify and hold harmless Licensor for any penalties, damages or costs that result from the negligence or willful misconduct, misrepresentation or breach of warranty in this agreement by Licensee or Licensee representatives.

(b) Licensor shall indemnify and hold harmless Licensee and Licensee Representatives for any penalties, damages or costs that result from the negligence or willful misconduct, misrepresentation or breach of warranty in this agreement by Licensor including any damages or injuries to Licensee Representatives persons and/or property which arise from or relate to any existing hazardous waste, pollutant or hazardous substance presence or release associated with or related to the Property.

(c) The indemnification in this agreement shall only apply if prompt notice is provided to the indemnifying party. The indemnity is conditioned on the following: (i) the indemnifying party has the opportunity to fully manage any indemnified matter as it deems appropriate (including any required remediation or defense of claims) with employees, agents, contractors, consultants and attorneys of the indemnifying party's choosing and (ii) the reasonable cooperation of any indemnified party (including the signing of any properly completed forms that will allow for the continued current use of the property).

(d) The site access granted to the Licensee and/or Licensee Representatives pursuant to this Agreement extends to any repair or restoration work required to remediate any damage to the Property that is indemnified pursuant to this Section.

6. **Test Results.**

(a) Licensor understands and acknowledges that the environmental testing to be undertaken may create legal duties applicable to Licensor if conditions of pollution are discovered and that except to the extent required by law, neither Licensee nor Licensee Representatives have an obligation to report any test results or conditions to any party as a result of this Agreement. Licensee and Licensee Representatives will provide copies of test results to Licensor unless Licensor specifically requests, in writing, prior to the start of testing, not to receive the test results from Licensee's review. Licensor acknowledges that these tests are performed for Licensee's specific purposes and cannot be relied on by Licensor in any way as being accurate or sufficient for any purposes. Licensor agrees and acknowledges that it is not authorized to share, provide, disseminate, present, and/or make available the test results to any third party unless required by law.

(b) In certain cases test results regarding the environmental conditions of the property may result in a reporting obligation specific to Licensee or Licensee Representatives. In any of those cases, Licensee or Licensee Representative shall, if reasonably possible, notify Licensor at least twenty four (24) hours prior to making the notification but in any case within seventy two (72) hours after making the notification to the appropriate agency. Licensor agrees that Licensee and Licensee Representatives bear no responsibility for the costs resulting from that reporting and that Licensee shall not become responsible for any conditions that it discovers during the Site Investigation.

(c) Licensor acknowledges and agrees that any samples that are taken during the activities undertaken pursuant to this Agreement and any investigation-derived media (i.e., drill cuttings, well purge water) generated by the investigation may require off-site disposal based upon test results. Licensor agrees to execute all properly completed waste manifests or other documents required for proper disposal of test results. Licensor's obligation to sign any properly completed waste manifests or other documents required for proper disposal survives this Agreement so long as those items that require disposal were generated pursuant to this Agreement. The cost of off-site disposal of media will be paid for by Licensee or the appropriate Licensee Representative, not Licensor.

(d) Licensee may use the results of the Site Investigation as it deems appropriate and may share the results with third parties, including, but not necessarily limited to attorneys, consultants, contractors, employees and regulators.

7. **Termination.** This Agreement shall terminate automatically on the earlier of: (1) execution of a lease agreement for any part of the Property between Licensee and Licensor, or (2) a decision by Licensee that the site is unsuitable.

8. **Waiver; Modification; Severability.** An extension, amendment, modification, cancellation, or termination of this Agreement will be valid and effective only if it is in writing and signed by each

party to this Agreement, except as provided otherwise in this Agreement. In addition, a waiver of any duty, obligation, or responsibility of a party under this Agreement will be valid and effective only if it is evidenced by a writing signed by, or on behalf of, the party against whom the waiver or discharge is sought to be enforced. Whenever possible, each provision of this Agreement should be construed and interpreted so that it is valid and enforceable under applicable law. However, if a provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable from the remaining provisions of this Agreement and will not affect the validity, interpretation, or effect of the other provisions of this Agreement or the application of that provision to other circumstances in which it is valid and enforceable.

9. **Assignment; Third Party Beneficiaries.** Neither the entry of this Agreement or any action taken by Licensee hereunder shall create any third party beneficiary or third party beneficiary rights.

10. **Legal Matters.** The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State where the Property is located and the federal laws of the United States of America.

11. **Notices.** Except for oral notices specifically authorized in this agreement, notices permitted by this Agreement will be valid only if such notice is in writing, delivered personally or by e-mail, telecopy, commercial courier, or first class, postage prepaid, United States mail (whether or not certified or registered and regardless of whether a return receipt is requested or received by the sender), and addressed by the sender to the intended recipient at its address set forth in the first paragraph of this Agreement, or to such other address as the intended recipient may designate by notice given to the sender in accordance with this section. A validly given notice, consent, demand, request, or approval will be effective on the earlier of its receipt, if delivered personally or by e-mail, telecopy, or commercial courier, or the third day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid, United States mail. Each party promptly shall notify the other of any change in its mailing address or telephone contact number stated in this Agreement.

12. **Complete Agreement; Survival.** This Agreement records the entire understanding between the parties regarding the subjects addressed in it and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by either of them.

13. **Execution and Effectiveness.** The parties may execute this Agreement in counterparts. Each executed counterpart will constitute an original document, and all executed counterparts, together, will constitute the same agreement. This Agreement will become effective upon the last signatory's delivery of the fully executed document to the other party, and the last signatory shall fill in the EXECUTED date below prior to such delivery.

EXECUTED: \_\_\_\_\_, 20\_\_\_\_.

**LICENSOR:**

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**LICENSEE:**

\_\_\_\_\_ d/b/a Verizon Wireless

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**[SIGNATURE(S) OF LICENSEE REPRESENTATIVE(S) THAT WILL CONDUCT SITE INVESTIGATION ON FOLLOWING PAGE]**

The undersigned "Licensee Representative" has reviewed this Agreement and hereby agrees to comply with all obligations pertaining to, and imposed on, Licensee Representatives contained herein.

Agreed to and accepted by:

\_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

NB#2  
11-13-13  
(3 of 3)

## SITE ACCESS AGREEMENT

This Site Access Agreement (this “**Agreement**”) is executed by Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless (the “**Licensee**”), with a business address of One Verizon Way, Mail Stop 4AW100, Basking Ridge 07920, and **City of Seaford** (the “**Licensor**”) whose mailing address is 414 High Street, Seaford, Delaware 19973.

### BACKGROUND

As part of Licensee’s consideration of real property (the “**Property**”) located at 295 Cedar Avenue, Seaford, DE 19973, Sussex County, Delaware, as more fully described in **Exhibit A**, attached hereto, for the placement, maintenance and use of a communications facility and appurtenant uses, the Licensor has agreed to grant to Licensee and other persons described herein, a license, to enter upon the Property to conduct activities to help Licensee assess the suitability of the Property for its intended use. These activities may include, among other things, environmental inspection, testing and sampling activities (“**Site Investigations**”) at the Property.

The purpose of this Agreement is to enter into a site access license governing the Site Investigations that may be conducted by Licensee’s authorized agents, contractors, consultants and employees.

Licensee and Licensor agree as follows:

1. **Authority to Grant a License.** Licensor represents that it has the authority to grant the access allowed by this Agreement and that there is no need to obtain the approval or consent of any other party. The Licensor hereby grants a license to Licensee to conduct the Site Investigation.
2. **Access to Property and Licensor’s Consent.** Licensor grants to Licensee and its agents, advisors, employees, consultants, representatives, and independent contractors, including environmental contractors and consultants hired directly or indirectly by Licensee (collectively, the “**Licensee Representatives**”), the right, but not the obligation, of ingress to, egress from, and access under, above, and through, the Property for the purpose of performing the Site Investigation. The Site Investigation may include, but is not necessarily limited to, activities intended to (1) review environmental, safety and health conditions;(2) conduct radio tests, including the placing of radio broadcast/receive equipment on the Property for necessary periods;  
  
(3) conduct physical, structural and geotechnical testing; and (4) perform boundary and other surveys. These activities may, among other things, include the collection and testing of samples of soil, water, building materials and other substances. Without limiting the generality of the foregoing, the Licensee Representatives may drill into the soil, drill through pavement, remove reasonable amounts of soil, install and sample monitoring wells, and perform other tests, actions, evaluations, procedures, and treatments to complete its investigations. The Licensee Representatives shall undertake all activities on the Property in compliance with all applicable laws and shall use commercially reasonable efforts to minimize the extent and duration of any interference with Licensor’s business operations on the Property. The cost of all such activities shall be the responsibility of Licensee (or the Licensee Representatives as arranged between the Licensee Representative and the Licensee) and not Licensor.

1. **Advance Notice.** Licensee or Licensee Representatives shall give Licensor at least twenty four (24) hours advance notice, either orally (by telephone or in person) or by electronic message of a planned activity that can reasonably be expected to require invasive activities into the Property's subsurface, including notice of the areas of the Property that are expected to be materially affected by any sampling, monitoring, installation, or similar action. Licensee Representatives shall cooperate with Licensor to schedule the activities so as to minimize the extent and duration of any interference with Licensor's operations.
2. **Installation, Sampling, and Removal.** Licensor shall cooperate with the Licensee Representatives regarding all installation, monitoring, sampling, removal and related activities that Licensee Representatives desire to conduct on the Property. Licensor shall cooperate in locating buried utilities and improvements on the Property at the request of Licensee Representative and shall assist the Licensee Representatives in avoiding impacts to such buried or concealed features. At the Licensor's specific request, Licensee Representatives shall use commercially reasonable efforts to schedule its activities to avoid times of peak business activity on the Property. Licensor authorizes Licensee Representatives to obstruct temporarily, but for a reasonable period of time, access to, or use of, limited areas of the Property to conduct Site Investigations. Licensee Representatives may use any electrical or other utility outlets or connections on the Property to conduct its activities. Licensee Representatives shall split all samples with Licensor upon Licensor's request, so long as Licensor pays for any and all additional costs incurred by the Licensee Representatives in this regard. After completing the activities contemplated by this Agreement, Licensee or Licensee Representatives shall remove their equipment and restore any part of the Property that was affected by its activities to a condition that is reasonably similar to the condition of the Property at the time immediately preceding the commencement of said activities.
3. **Indemnification.**
  - (a) Licensee shall indemnify and hold harmless Licensor for any penalties, damages or costs that result from the negligence or willful misconduct, misrepresentation or breach of warranty in this agreement by Licensee or Licensee representatives.
  - (b) Licensor shall indemnify and hold harmless Licensee and Licensee Representatives for any penalties, damages or costs that result from the negligence or willful misconduct, misrepresentation or breach of warranty in this agreement by Licensor including any damages or injuries to Licensee Representatives persons and/or property which arise from or relate to any existing hazardous waste, pollutant or hazardous substance presence or release associated with or related to the Property.
  - (c) The indemnification in this agreement shall only apply if prompt notice is provided to the indemnifying party. The indemnity is conditioned on the following: (i) the indemnifying party has the opportunity to fully manage any indemnified matter as it deems appropriate (including any required remediation or defense of claims) with employees, agents, contractors, consultants and attorneys of the indemnifying party's choosing and (ii) the reasonable cooperation of any indemnified party (including the signing of any properly completed forms that will allow for the continued current use of the property).
  - (d) The site access granted to the Licensee and/or Licensee Representatives pursuant to this Agreement extends to any repair or restoration work required to remediate any damage to the Property that is indemnified pursuant to this Section.

**6. Test Results.**

(a) Licensor understands and acknowledges that the environmental testing to be undertaken may create legal duties applicable to Licensor if conditions of pollution are discovered and that except to the extent required by law, neither Licensee nor Licensee Representatives have an obligation to report any test results or conditions to any party as a result of this Agreement. Licensee and Licensee Representatives will provide copies of test results to Licensor unless Licensor specifically requests, in writing, prior to the start of testing, not to receive the test results from Licensee's review. Licensor acknowledges that these tests are performed for Licensee's specific purposes and cannot be relied on by Licensor in any way as being accurate or sufficient for any purposes. Licensor agrees and acknowledges that it is not authorized to share, provide, disseminate, present, and/or make available the test results to any third party unless required by law.

(b) In certain cases test results regarding the environmental conditions of the property may result in a reporting obligation specific to Licensee or Licensee Representatives. In any of those cases, Licensee or Licensee Representative shall, if reasonably possible, notify Licensor at least twenty four (24) hours prior to making the notification but in any case within seventy two (72) hours after making the notification to the appropriate agency. Licensor agrees that Licensee and Licensee Representatives bear no responsibility for the costs resulting from that reporting and that Licensee shall not become responsible for any conditions that it discovers during the Site Investigation.

(c) Licensor acknowledges and agrees that any samples that are taken during the activities undertaken pursuant to this Agreement and any investigation-derived media (i.e., drill cuttings, well purge water) generated by the investigation may require off-site disposal based upon test results. Licensor agrees to execute all properly completed waste manifests or other documents required for proper disposal of test results. Licensor's obligation to sign any properly completed waste manifests or other documents required for proper disposal survives this Agreement so long as those items that require disposal were generated pursuant to this Agreement. The cost of off-site disposal of media will be paid for by Licensee or the appropriate Licensee Representative, not Licensor.

(d) Licensee may use the results of the Site Investigation as it deems appropriate and may share the results with third parties, including, but not necessarily limited to attorneys, consultants, contractors, employees and regulators.

**7. Termination.** This Agreement shall terminate automatically on the earlier of: (1) execution of a lease agreement for any part of the Property between Licensee and Licensor, or (2) a decision by Licensee that the site is unsuitable.

1. **Waiver; Modification; Severability.** An extension, amendment, modification, cancellation, or termination of this Agreement will be valid and effective only if it is in writing and signed by each party to this Agreement, except as provided otherwise in this Agreement. In addition, a waiver of any duty, obligation, or responsibility of a party under this Agreement will be valid and effective only if it is evidenced by a writing signed by, or on behalf of, the party against whom the waiver or discharge is sought to be enforced. Whenever possible, each provision of this Agreement should be construed and interpreted so that it is valid and enforceable under applicable law. However, if a provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable from the remaining provisions of this Agreement and will not affect the validity, interpretation, or effect of the other provisions of this Agreement or the application of that provision to other circumstances in which it is valid and enforceable.
2. **Assignment; Third Party Beneficiaries.** Neither the entry of this Agreement or any action taken by Licensee hereunder shall create any third party beneficiary or third party beneficiary rights.
3. **Legal Matters.** The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State where the Property is located and the federal laws of the United States of America.
4. **Notices.** Except for oral notices specifically authorized in this agreement, notices permitted by this Agreement will be valid only if such notice is in writing, delivered personally or by e-mail, telecopy, commercial courier, or first class, postage prepaid, United States mail (whether or not certified or registered and regardless of whether a return receipt is requested or received by the sender), and addressed by the sender to the intended recipient at its address set forth in the first paragraph of this Agreement, or to such other address as the intended recipient may designate by notice given to the sender in accordance with this section. A validly given notice, consent, demand, request, or approval will be effective on the earlier of its receipt, if delivered personally or by e-mail, telecopy, or commercial courier, or the third day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid, United States mail. Each party promptly shall notify the other of any change in its mailing address or telephone contact number stated in this Agreement.
5. **Complete Agreement; Survival.** This Agreement records the entire understanding between the parties regarding the subjects addressed in it and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by either of them.
6. **Execution and Effectiveness.** The parties may execute this Agreement in counterparts. Each executed counterpart will constitute an original document, and all executed counterparts, together, will constitute the same agreement. This Agreement will become effective upon the last signatory's delivery of the fully executed document to the other party, and the last signatory shall fill in the EXECUTED date below prior to such delivery.

**EXECUTE** \_\_\_\_\_, 2018.  
**D:**

**LICENSOR: City of Seaford**

WITNESS

By: \_\_\_\_\_

Date:

\_\_\_\_\_

**LICENSEE: Cellco Partnership d/b/a  
Verizon Wireless By:**

WITNESS

Name: Susan Peluso  
Network Field Engineering

Its: Director  
Date:

The undersigned "Licensee Representative" has reviewed this Agreement and hereby agrees to comply with all obligations pertaining to, and imposed on, Licensee Representatives contained herein.

Agreed to and accepted by:  
**CBRE**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name:  
Title:  
Date:

**EXHIBIT A LEGAL DESCRIPTION 295 Cedar Avenue, Seaford, DE 19973**



# Memorandum

11-12-18

To: Mayor & Council

From: Trisha Newcomer, Director of Economic Development & Community Relations

Date: October 24, 2018

RE: Rental to Home Ownership Incentive

On Wednesday, October 24, 2018, the Economic Development Committee met with regard to two applications for the Rental to Home Ownership Incentive.

Two applications were submitted. Application 2018-0003 (507 N. Bradford Street) and Application 2018-0004 (410 Harrington Street). Both the buyers and sellers are applying for the incentive on each property.

**Application 2018-0003 (507 N Bradford Street)** This property was used as a rental property for 10+ years and after sale, will become homeowner occupied. The sellers Mark S. Hardesty & David L. Smith qualify for an upfront incentive in the amount of \$2,159.15, which is five times the annual tax property tax of \$431.83. The buyers, Ronald & Bonnie Pritchett, qualify for the five-year tax abatement program, phasing it in at 20% annually after year one. The tax billing will be Year 1- \$0, Year 2- \$86.37, Year 3- \$172.73, Year 4- \$259.10, Year 5- \$345.46, Year 6- \$431.83. The new homeowner will be required to occupy the home within one year and enter into an agreement with the City of Seaford before taxes are abated. Both the Seller and Buyer must be in financial good standing with the City of Seaford at the time of the incentive issuance.

**Application 2018-0004 (410 Harrington Street)** This property was used as a rental property for 8 years and after sale, will become homeowner occupied. The seller, Lorne R. Adams qualifies for an upfront incentive in the amount of \$2,672.20, which is five times the annual tax property tax of \$534.44. The buyers, Jean Remy & Dieudana Madeus, qualify for the five-year tax abatement program, phasing it in at 20% annually after year one. The tax billing will be Year 1- \$0, Year 2- \$106.89, Year 3- \$213.78, Year 4- \$320.66, Year 5- \$427.55, Year 6- \$534.44. The new homeowner will be required to occupy the home within one year and enter into an agreement with the City of Seaford before taxes are abated. Both the Seller and Buyer must be in financial good standing with the City of Seaford at the time of the incentive issuance.

After discussion regarding the information above the Economic Development Committee's recommendation is to approve the applications **2018-0003 (507 N Bradford Street) & 2018-0004 (410 Harrington Street)** for Rental to Home Ownership Incentive based upon the parameters outlined in Chapter 16- Exemptions from Taxation; Article 4 – Rental to Home Ownership Incentive of the Municipal Code of Seaford, Delaware.



## Memorandum

To: Mayor & Council

From: Trisha Newcomer, Director of Economic Development & Community Relations 

Date: November 6, 2018

RE: Rental to Home Ownership Incentive

On Monday, November 5, 2018 the Economic Development Committee met with regard to an application for the Rental to Home Ownership Incentive.

Application 2018-0005 (723 E. Ivy Drive). Both the buyers and sellers are applying for the incentive on each property.

**Application 2018-0005 (723 E. Ivy Drive)** This property was used as a rental property for 27 years and after sale, will become homeowner occupied. The seller Laurence Manlove qualifies for an upfront incentive in the amount of \$2,298.65, which is five times the annual tax property tax of \$459.73. The buyers, Rebecca & Kenneth Evans, qualify for the five-year tax abatement program, phasing it in at 20% annually after year one. The tax billing will be Year 1- \$0, Year 2- \$91.95, Year 3- \$183.89, Year 4- \$275.85, Year 5- \$367.78, Year 6- \$459.73. The new homeowner will be required to occupy the home within one year and enter into an agreement with the City of Seaford before taxes are abated. Both the Seller and Buyer must be in financial good standing with the City of Seaford at the time of the incentive issuance.

After discussion regarding the information above the Economic Development Committee's recommendation is to approve the application **2018-0005 (723 E. Ivy Drive)** for the Rental to Home Ownership Incentive based upon the parameters outlined in Chapter 16- Exemptions from Taxation; Article 4 – Rental to Home Ownership Incentive of the Municipal Code of Seaford, Delaware.

NB# 4  
11-13-18

October ??, 2018

The Honorable David C. Genshaw  
Mayor  
City of Seaford  
Seaford, DE 19973

Dear Mayor Genshaw,

We, a Committee appointed by you on October 9<sup>th</sup>, 2018 to investigate the possibility of annexing certain lands into the City of Seaford limits, would like to present the following report:

**PETITIONER AND LOCATION OF LANDS:**

Petitioner:	Wheaton's Incorporated 24960 Dairy Lane Seaford, DE 19973
Owner:	Wheaton's Incorporated 24960 Dairy Lane Seaford, DE 19973
Sussex County Tax Map Address:	Parcel # 531-12.00-40.00 24960 Dairy Lane Seaford, DE 19973
Total Acreage:	8.34 +/-

**REASON FOR ANNEXATION**

The submitted annexation paperwork dated September 24<sup>th</sup>, 2018 states that the property petitioner's reason for requesting annexation is to obtain City utilities and City policing.

### **STREETS AND ROADWAYS:**

The property identified for annexation is located adjacent to West Stein Highway and contains commercial buildings and other ancillary facilities. The Department of Transportation must approve any new or revised entrances on the roadway listed above, as it is State maintained. Any proposed development has the potential of imposing additional traffic on the adjoining roads and intersections. Anyone planning to develop any project on this land is encouraged to contact the Delaware Department of Transportation prior to formulating their plans or purchases. The parcel proposed for annexation is shown on the attached Sussex County Tax Map. The City of Seaford does not expect to construct any new streets to accommodate development of this land.

### **STORM WATER DRAINAGE:**

There is a municipal storm water system in close proximity to these lands. A storm water line serving the Sussex Avenue Extended, Atlanta Road and Nylon Blvd areas of the City exists in an easement area located to the north of the subject property. The outfall of the storm water piping discharges to Chapel Branch west of the site. Any storm water management system to serve these lands will have to be designed by the developer and approved by the Sussex Conservation District office. As in all projects, the regulations require the site to discharge the same quantity of storm water post-development as the property discharges pre-development. The prevailing regulations of the Sussex County Soil Conservation District will be imposed on this project.

### **ZONING:**

The proposed area of annexation is zoned as listed:

TMP#: 531-12.00-40.00

Current Sussex County Zoning: General Business

Requested City of Seaford Zoning: C-2 Highway Commercial District.

The City of Seaford Council may have to zone the land through the City's Municipal Code following annexation, pending legal advice.

### **ELECTRIC:**

Currently the subject parcel receives electrical service from Delmarva Power. Upon annexation the City will amend its service territory agreement with Delmarva Power through the Public Service Commission to include the annexed lands. Any development after the amendment of that agreement would be serviced by the City of Seaford. Current City policy is to plan for effective growth by working out phasing plans with developers that accommodate development in the most cost-effective manner possible. All electrical design will be completed at the cost of the developer in accordance with City rules and regulations.

## **SEWER:**

The City of Seaford currently has a gravity sewer main near the subject property. This facility services the Seaford Apartment's development located east of the subject lands. The City of Seaford municipal sewer system is the only publicly owned system in the area. Once annexed these lands would be eligible to be tied into the municipal sewer system. The extension of sewer mains and the construction of lift stations (if required) are considered a part of the project development cost and the owner should give careful review and consideration for sewer connections. Connection of any new buildings located on the site will be contingent on approved connection plans and available capacity of the wastewater treatment system. The City of Seaford's wastewater treatment plant's capacity is 2.0 M gallons per day for secondary treatment and nutrient limitations; current average daily flows are approximately 1.1 MGD. The estimated daily flows from the site would have to be provided to the City. Planning of the service mains would have to be performed by the owner and approved by the City prior to any construction. The owner would be expected to pay all associated fees. The Building Official will develop a fee assessment for the project upon request with proper information provided.

The owners and/or developers should prepare professional engineering studies to confirm the cost of extending sewer collector mains, and if needed the installation of a sewage lift station on the basis of inadequate fall for gravity mains. The system should be studied from the point of discharge into the system to the point of treatment at the plant. All improved properties are expected to be served by the municipal sewer system within one year of annexation, or as soon as development occurs.

The City of Seaford's current practice is for the developer or owner to extend mains that are sized for the project needs. The City reserves the right to review plans and oversize mains and/or lift stations at their cost to extend sewer service to other areas they designate.

A final review will be made by the City to determine sewer concentrations of the proposed discharge to the municipal system. In some cases, pretreatment may be required prior to discharge. This will be determined once the use of the lands is identified. All final fees will be assessed and permits for connecting to the municipal sewer system will be issued by the City Building Official.

## **WATER:**

The City of Seaford has an existing water main near the subject property. A 10" water main is located in the Sussex Avenue Extended and Tull Drive right-of-way adjacent to the site. In addition, a 10" water main exists in the West Stein Highway right-of-way south of the subject parcel. The City's water supply is sufficient to support development. However, the necessary distribution system extension (water tap) to the new development would have to be provided by the developer. Planning of the service connections would have to be performed by the owner of the lands and approved by the

City prior to any connection. The owner would be expected to pay all associated construction and connection fees.

**EASEMENTS:**

The owner will need to provide the City the necessary easements prior to acceptance of any streets, water mains, sewer mains, and electric installations (if applicable). These should include a survey sealed by a licensed Delaware surveyor with a written legal description of lands being given. The easement document must stipulate that no permanent structures can be built within the easement area(s).

**PROPERTY TAX:**

The lands will be taxed based on the City assessment following the annexation. The assessment would be based on the value of the land and improvements as per City zoning. The current designated land use by the Sussex County Tax Assessment office is as follows:

TMP#: 531-12.00-40.00  
Commercial

No real estate property taxes can be determined until City assessment occurs. The City hires a professional assessor to determine the value of assessment on lands. Therefore, staff cannot advise as to any potential tax billings for the subject lands. These will be based on improvements and land values that are subject to change per improvements and changes in zoning. The City's current real estate property tax rate is \$0.31 per \$100.00 of 100% assessment based on 2008 market values. There is an exemption for non-profit entities. A final review and approval must be granted by the Tax Assessor of the City of Seaford

**COMPREHENSIVE PLANS REVIEW**

The City of Seaford Comprehensive Plan

The Annexation Plan designates the subject property in the Town Center District. The proposed revision to the Land Use Plan identifies the area that the subject property is located in as commercial. The requested zonings of C-2 per City Zoning regulations would be consistent with the objectives of the plan.

Copies of the above referenced maps are attached hereto.

**ADVANTAGES TO THE CITY:**

These are not listed in any particular order of priority:

1. The City may benefit from an increased tax base.

2. There is the opportunity to provide utility services (electricity, water and sewer) to the parcel and spread the cost of service over a larger user base. It will allow the City to be positioned to serve additional lands adjacent but not in the City by the extension of the utilities to this property.
3. There is local control of development at the local municipal level by having authority over it; being able to implement the municipal codes to maintain the property based on complaints received.
4. This area would be served by the Municipal Police force, which will reduce property owner confusion and minimize dispatcher time (currently the area is serviced by the State Police, which is confusing to the property owners who have a Seaford address but are not within the City limits).
5. The governing body that will be the most impacted by the land use decisions will be making those decisions.
6. This is in keeping with Livable Delaware and minimizing sprawl.
7. The incorporation of this property into the City limits would eliminate an “enclave” of non-annexed County land surrounded (on two sides) by Municipal land.

#### **DISADVANTAGES TO THE CITY:**

These are not listed in any particular order of importance:

1. With continued growth, the City will have to expand personnel to provide all of the expected services.
2. The expansion may increase the operating and capital budgets. In addition, it will increase the area for City departments to serve.
3. Traffic may increase on area roads in the event that a redevelopment of the property occurs.
4. If the property redevelops, accidents could increase without improvements to the adjoining roads and intersections. A traffic plan should be prepared if development is planned.
5. There will be an added number of requests to the City for reviews of plans, service extensions, Code, and Police services.

#### **ADVANTAGES TO THE AREA PROPOSED FOR ANNEXATION:**

This is not intended to be inclusive of all of the advantages, but to be a represented sampling of some of the advantages to the area proposed for annexation.

1. The area will receive all utility services from one owner so coordination of services will be less complicated.
2. They will be provided local police protection with anticipated shorter response time.
3. All permitting will be coordinated through the City.
4. Support will be provided in obtaining other agency permits.

5. Checklist will be provided for development.
6. The local government will do the zoning of the lands.
7. Snow removal on all City owned public streets, leaf and limb pickup at the curb, and maintenance, such as paving, pavement markings, etc., on the City streets will be provided by the City.
8. All complaints will be made to the City.
9. The property owners will receive local representation for concerns through the elected officials who have to live in the community.
10. They will benefit from the municipal water and sewer services, once extended by the owner.

**DISADVANTAGES TO THE AREA PROPOSED FOR ANNEXATION:**

1. They will have to adhere to local codes and ordinances, in building and maintaining facilities, which may be perceived as additional paperwork and more restrictive.
2. They will have only one vendor for utilities – water, sewer and electric.
3. They will have to adhere to more restrictive codes in placement of outside storage and appearance of property.

**RECOMMENDATION:**

The committee members unanimously agree to proceed with the proposed annexation process for this property. The committee members further recommend that the property be zoned C-2 Highway Commercial, in accordance with the City Zoning Ordinance upon annexation.

**PUBLIC HEARING:**

A Public Hearing will be held to fully explain what area is being proposed to be annexed into the City of Seaford. As part of the State of Delaware's Land Use Planning Act, the Plan of Services information will be submitted to the State of Delaware Planning Office for all State agencies to review and submit comments to the City.

**DISCLAIMER:**

The annexation committee reviews solely the annexation of lands into the territorial limits of the City of Seaford. They do not review projects for any endorsement as part of the annexation process. Any projects that may be presented for the land once they are annexed into the City of Seaford will follow the normal process for development, including Planning and Zoning and City Council Public Hearings to allow the public the opportunity to comment on the project proposal.

If you have any additional questions, feel free to contact me.

Respectfully Submitted,  
THE CITY OF SEAFORD

Councilwoman Leanne Phillips-Lowe

Councilman H. William Mulvaney

Layer Visibility

**Addresses/Parcels**

- 911 Addresses
- Tax Parcels
- Parcel Labels
- Annotation

**Zoning**

- County Districts**
- Schools/Libraries**
- Hydrology**
- Tax Index/Tax Ditch**
- Transportation**
- Statewide**

Selected Features:

Tax Parcels (1)

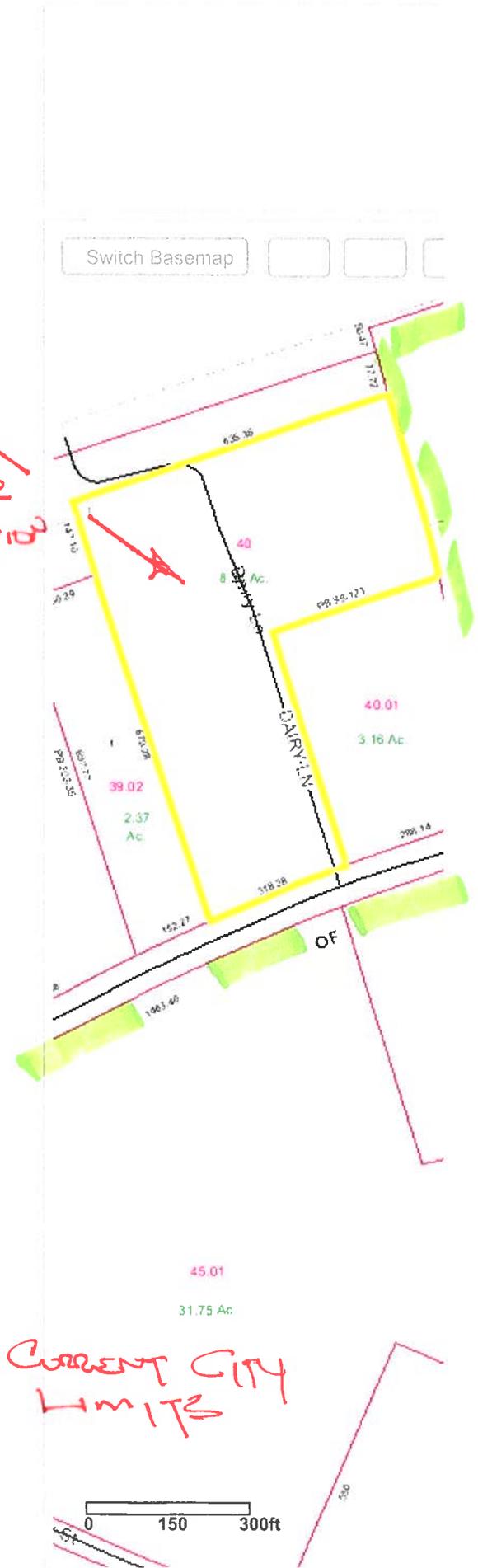
1) 531-12.00-40.00

Zoom

Book	3576
Page	65
Owner Name	WHEATONS'S INC
Mailing Address	24960 DAIRY LN
City	SEAFORD
State	DE
Description	N/STEIN HWY
Land Code	CO
School	3
Town Code	00
CAP	0
BLDG Improvement	27800
LND Improvement	8300
PIN with Unit	531-12.00-40.00
PIN	531-12.00-40.00

Selected Features (1)

*Subject  
PARCE FOR  
ANNEXATION*



*CURRENT CITY  
LIMITS*

NB#5  
11-13-18



## **SCOPE OF WORK - GENERAL MAINTENANCE & CRACK REPAIR OPTION 1**

Sport Builders to route out all cracks found on the court surface. Cracks are filled with a hydraulic cement compound. The cement compound is then ground down to blend in with the court surface. 2 coats of acrylic resurfacer are then painted over all repaired cracks followed by 2 coats of acrylic color. Lines are also repaired as required if cracks are found on the playing lines. Please keep in mind that the repairs of this nature are obvious and the colors will not match exactly, although Sport Builders will make every attempt to match the color. Also crack repairs may only last for one season before they return in some kind of modified form. This is a maintenance procedure and is not intended for longer term results.

**Please anticipate that cracks will return iafter a freeze thaw cycle although they will return in modified form. There is no warranty as to how long the repairs will last before cracks return and we cannot prevent new cracks from forming or the growth of existing cracks. Please contact Matt Jacobs at 610-842-4185 to review longer lasting court renovation options.**

