

# City of Milford



## *Agenda* *City Council Committee Meeting*

ANNEXATION COMMITTEE

MARCH 5, 2013

Joseph Ronnie Rogers Council Chambers-Milford City Hall  
201 South Walnut Street, Milford, Delaware

### **5:30 p.m. -- Meeting**

Call to Order - Chairperson Katrina Wilson

Lands belonging to Louis J. & Shirley L. Renzi

Tax Parcel No. 3-30-15.00-059.00

3-30-15.00-059.01

3.00 +/- Acres

Current Zone AR-1/Proposed Zone C-3

Advantages and Disadvantages

Recommendation

Adjourn

**SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT  
NO LATER THAN ONE WEEK PRIOR TO MEETING; NO PAPER DOCUMENTS WILL BE  
ACCEPTED OR DISTRIBUTED AFTER PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE.**

January 17, 2013

CITY OF MILFORD  
Planning and Zoning Department  
201 S. Walnut Street  
Milford, DE 19963

Attn: Mr. Gary Norris, AICP

RE: **Request for Annexation of Property**  
Tax Parcel # 3-30-15.00-59.00 & 3-30-15.00-59.01 (Lots 1 & 2)

Dear Gary:

We wish to request the above referenced tax parcels be annexed in to the City of Milford from Sussex County, approximately 3.00+/- acres in total. Currently these parcels are zoned AR-1 in Sussex County.

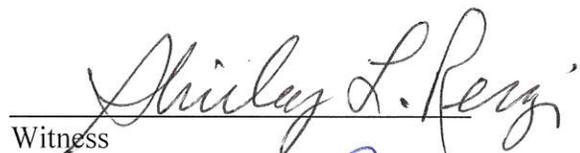
The property is located on the west side of Cedar Creek Road (Rt. 30) approximately 1,500' south of the intersection of Wilkens Road (County Rd. 206) and Cedar Creek Road (Rt. 30).

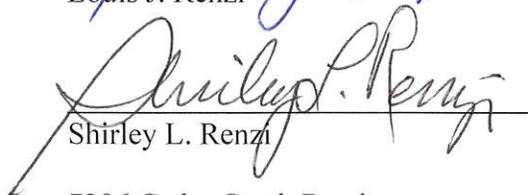
The reason for the annexation request is so that this property will be zoned commercial and to be consistent with the most current City of Milford Comprehensive Plan. We hereby request this property be zoned C-3 Commercial (Highway Commercial).

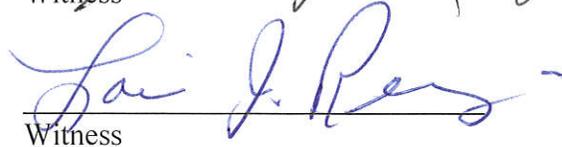
We are enclosing the recorded deed and property survey plan as required.

Sincerely,

  
Louis J. Renzi

  
Witness

  
Shirley L. Renzi

  
Witness

7296 Cedar Creek Road  
Lincoln, DE 19960



# Land Use Application Cover Sheet

File Name: Renzi Annexation

CITY OF MILFORD

File Number: 13-194

JAN 31 2013

**Instructions for Applicants:**

Please read and follow all instructions on your application carefully. If you have any questions about the process or your project, it is strongly recommended that you speak with staff prior to submitting your application to help ensure that processing can advance in a timely manner. Every application must include this cover sheet, the application/checklist and all required items. No applications will be accepted if violations exist or if any fees owed the City are delinquent.

RECEIVED

**Specify Type of Land Use Application to be submitted (check all that apply):**

- Preliminary Site Plan
- Preliminary Major Subdivision
- Final Minor Subdivision
- Final Site Plan
- Final Major Subdivision
- Variance/Appeal
- Change of Zone
- Conditional Use
- Annexation

**Please Type or Print Legibly**

<b>Property Owner:</b> Louis J. & Shirley L. Renzi			Phone: <u>302-422-2365</u>
Address: 7296 Cedar Creek Road			Cell: <u>302-745-8640</u>
City: Lincoln	State: DE	Zip: 19960	Fax: <u>302-422-6787</u>
E-Mail: srenzi@harringtonera.com			
<b>Contact Person For This Application:</b> Timothy M. Metzner			Phone: 424-1441
Address: 23 N. Walnut Street			Cell:
City: Milford	State: DE	Zip: 19963	Fax: 424-0430
E-Mail: tmm@dbfinc.com			
<b>Applicant Name and/or Company:</b> Davis, Bowen & Friedel, Inc.			Phone:
Address: Same as Contact			Cell:
City:	State:	Zip:	Fax:
E-Mail:			
<b>Site Address:</b> 7296 Cedar Creek Road, Lincoln, DE 19960			Zoning: AR-1
Tax Map & Parcel Number (s): 3-30-15.00-59.00 & 3-30-15.00-59.01			Acreage: 3.00 +/-
<b>Description of Proposal:</b>			
Owners request the above tax map parcels to be annexed in to the City of Milford and zoned C-3 Commercial (Highway Commercial) based on the latest approved Milford Comprehensive Plan.			
I/We certify that the information provided in this application, including all submittals and attachments, is true and correct to the best of my/our knowledge.			
Signature of Applicant:		<u>Shirley L. Renzi</u>	Date: <u>1/21/12</u>
Signature of Property Owner:		<u>Louis J. Renzi</u>	Date: <u>1/21/12</u>

REVISED: 11.15.11



# Annexation Application

CITY OF MILFORD

JAN 31 2013

RECEIVED

File Name: Renzi Annexation

File Number: 13-194

A Land Use Application for Annexation is deemed complete when it is accompanied by the required items identified below. Please be advised that additional information may be required during the review process in order to respond to or resolve particular issues. No application shall be considered complete if any of the required information is missing.

Current County Zoning: AR-1

Requested Zoning: C-3

Comprehensive Plan Designation: C-3

REQUIRED ITEMS		For Staff Use ONLY	
		Verified	Waived
<input checked="" type="checkbox"/>	1. Land Use Application Cover Sheet.	cc	
<input checked="" type="checkbox"/>	2. Petition for annexation, signed by ALL property owners with signature of each petitioner duly witnessed; petition must contain:		
	A. Site address; <u>Lincoln address ?</u>	cc	
	B. Tax map number (s);	cc	
	C. Size of property in acres;	cc	
	D. Reasons for request;	cc	
	E. General location description (proximity to closest roadways, streets and intersections).	cc	
<input checked="" type="checkbox"/>	3. A full legal description of the property in Word format.	cc	
<input checked="" type="checkbox"/>	4. Current recorded deed showing legal description and ownership.	cc	
<input checked="" type="checkbox"/>	5. Current sealed survey (no larger than 11" x 17"), drawn to scale, showing:		
	A. Property identified for annexation indicating existing location of City limits;	cc	
	B. Date, scale and north arrow;	cc	
	C. Existing right-of-ways and improvements;	cc	
	D. Existing utilities;	cc	
	E. Existing natural features;	cc	
	F. Existing structures and other improvements;	cc	
	G. All structures, natural features and other improvements on abutting property.	cc	
<input checked="" type="checkbox"/>	6. Application fee (see page 2).	cc	

I/We certify that the information provided in this application, including all submittals are attachments, is true and correct to the best of my/our knowledge.

Signature of Applicant:

[Signature] Date: 1-24-13

Signature of Property Owner:

[Signature] Date: 1-21-12

FOR STAFF USE ONLY			
DAC	Planning Commission	City Council	BOA
			n/a
Applicant			
Owner			

## Christine R. Crouch

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**From:** Tim Metzner [tmm@dbfinc.com]  
**Sent:** Thursday, January 31, 2013 8:46 AM  
**To:** Christine R. Crouch  
**Cc:** Terri Hudson; Gary J. Norris  
**Subject:** RE: Renzi Annexation

Christine,

The reason for the annexation request is because the owner wants to be in the City of Milford as well as to have their property zoned highway commercial. The reason is simply to have this property be consistent with the City's comprehensive plan.

Thanks,  
Tim

**Timothy M. Metzner, R.L.A. | Davis, Bowen & Friedel, Inc.**  
23 North Walnut Street | Milford, DE 19963 | Web: [www.dbfinc.com](http://www.dbfinc.com)  
Office: 302-424-1441 | Fax: 302-424-0430 | Email: [tmm@dbfinc.com](mailto:tmm@dbfinc.com)

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**From:** Christine R. Crouch [<mailto:CCrouch@milford-de.gov>]  
**Sent:** Monday, January 28, 2013 9:49 AM  
**To:** Tim Metzner  
**Cc:** Terri Hudson; Gary J. Norris  
**Subject:** Renzi Annexation

Good morning Tim.

I've started processing the Renzi annexation petition and have the following comments before the petition can move forward in the process:

A reason for the annexation request, as required be included in the petition.

There are two surveys included in the submission. One is larger than 11x17, which is the maximum size the City requires.

Please provide a sealed survey, not larger than 11x17, indicating the existing location of City limits, right of ways and easements, existing utilities, existing natural features, existing structures, and all structures, natural features and other improvements on abutting property.

Thank you Tim. Please let me know if you have any questions.

***Christine Crouch***

302.424.3712 x308

F 302.424.3558

[www.cityofmilford.com](http://www.cityofmilford.com)



Gerald G. Friedel, P.E.  
Michael R. Wigley, AIA, LEED AP  
Randy B. Duplechain, P.E.  
Charles R. Woodward, Jr., LS  
W. Zachary Crouch, P.E.  
Michael E. Wheedleton, AIA  
Jason P. Loar, P.E.

LEGAL DESCRIPTION  
LANDS OF  
LOUIS J. & SHIRLEY L. RENZI  
LOT 1

January 18, 2013

**ALL** that piece or parcel of land, hereinafter described, situate, lying and being on the westerly side of Cedar Creek Road and being located in Cedar Creek Hundred, Sussex County, Delaware, being all of Lot 1 as shown on a plat entitled "Minor Subdivision, Mary Louise & Francis A. Webb, IV," completed by AKS Associates, Inc., dated January 2001; said piece or parcel being more particularly described as follows:

**BEGINNING** at an iron pipe set at a point formed by the intersection of the westerly right-of-way line of Cedar Creek Road, 60 feet wide, with the northerly line of lands of, now or formerly, James H. Vreeland et al, thence running,

1) leaving said right-of-way line of Cedar Creek Road and running by and with said James H. Vreeland lands, South 87 degrees 15 minutes 00 seconds West 288.00 feet to an iron pipe set on the easterly line of residue lands of James H. Vreeland, et al; thence running,

2) running by and with said James H. Vreeland residue lands, North 00 degrees 00 minutes 23 seconds East 270.31 feet to an iron pipe set at a point on said Vreeland lands, thence running,

3) North 87 degrees 15 minutes 00 seconds East 275.00 feet to an iron pipe set at a point on the aforementioned right-of-way line of Cedar Creek Road, thence running,

4) leaving said Vreeland lands and running by and with said right-of-way line of Cedar Creek Road, South 02 degrees 45 minutes 00 seconds East 270.00 feet to the point and place of beginning; **CONTAINING** 1.74 acres of land, more or less.

46618

BK 02566 026

TAX MAP #3-30-15.00-59.00 Part Of  
Prepared by: Moore & Rutt, P.A.  
P.O. Box 554  
Georgetown, DE 19947

Return to: Mr. & Mrs. Louise Renzi  
7296 Cedar Creek Road  
Lincoln, DE 19960

**THIS DEED**, made this 12<sup>th</sup> day of February, in the year of our LORD Two Thousand One,

*BETWEEN* **FRANCIS A. WEBB IV AND MARY L. WEBB also known as MARY LOUISE V. WEBB**, of P.O. Box 182, Milford, Delaware 19963, parties of the first part,

- AND -

**LOUIS J. RENZI AND SHIRLEY L. RENZI**, husband and wife, as tenants by the entirety with the right of survivorship and not as tenants in common, of 7296 Cedar Creek Road, Lincoln, Delaware 19960, parties of the second part,

*WITNESSETH*, that the said parties of the first part, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money and other valuable considerations of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said parties of the second part,

*ALL* that certain parcel of land situated in Cedar Creek Hundred, Sussex County, Delaware fronting on the westerly side of Cedar Creek Road (#30), located 0.25 miles southerly from Wilkins Road (#206) and being more particularly described by AKS Associates, Inc. on January 22, 2001, as follows:

COMMENCING at the centerline intersection point of Cedar Creek Road (#30) and Wilkins Road (#206); thence South 02 degrees 46 minutes 50 seconds East 1,336.8 feet to an iron pipe set on the westerly right of way of Cedar Creek Road (60 feet wide) the point of beginning; thence with Cedar Creek Road South 02 degrees 45 minutes 00 seconds East 270.00 feet to an iron pipe set; thence South 87 degrees 15 minutes 00 seconds West 288.00 feet to an iron pipe set; thence North 00 degrees 00 minutes 25 seconds East 270.31 feet to an iron pipe set; thence North 87 degrees 15 minutes 00 seconds East 275.00 feet to the point of beginning, containing 1.74 acres of land.

This land is encumbered by an access easement to adjoining lands on the west, described as follows: Commencing at the centerline intersection point of Cedar Creek Road (#30)

County                      State                      Total  
2250.00                      2250.00                      4500.00  
Date: 2/16/2001  
Consideration: 150000.00

and Wilkins Road (#206); Thence South 02 degrees 46 minutes 50 seconds East 1,336.8 feet to an iron pipe set on the westerly right of way of Cedar Creek Road (60 feet wide); thence South 02 degrees 45 minutes 00 seconds East 223.37 feet to the point of beginning; thence South 02 degrees 45 minutes 00 seconds East 20.11 feet; thence South 81 degrees 16 minutes 41 seconds West 126.13 feet; thence South 88 degrees 34 minutes 11 seconds West 161.77 feet to point on adjoining lands; thence with same North 00 degrees 00 minutes 25 seconds East 20.01 feet; thence North 88 degrees 34 minutes 11 seconds East 160.00 feet; thence North 81 degrees 16 minutes 41 seconds East 126.95 feet to the point of beginning, containing 5,748 square feet of land.

BEING a portion of the lands conveyed to Francis A. Webb IV and Mary L. Webb by deed of Howard S. Vreeland and Mary L. Vreeland dated July 9, 1979, filed for record in the Office of the Recorder of Deeds in and for Sussex County, Georgetown, Delaware in Deed Book 960, Page 236. ALSO BEING a portion of the lands conveyed to Francis A. Webb IV and Mary Louise V. Webb by deed of Howard S. Vreeland and Mary L. Vreeland dated October 4, 1973, filed for record in Deed Book 719, Page 932.



STATE OF DELAWARE :  
: SS.  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 12<sup>th</sup> day of February, 2001, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, MARY L. WEBB aka MARY LOUISE V. WEBB, party to this Indenture, known to me personally to be such, and she acknowledged this Indenture to be her act and deed.

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



Sally Ann Daisey  
Notary Public

\_\_\_\_\_  
Printed Name of Notary  
My Commission Expires:

RECORDER OF DEEDS  
RICHARD H. BELL, II

01 FEB 16 PM 3:55

SUSSEX COUNTY  
DOC. SURCHARGE PAID

Received

FEB 20 2001

ASSESSMENT DIVISION  
20010216 03:55

RECORDER OF DEEDS  
RICHARD H. BELL, II  
01 FEB 16 PM 3:55  
SUSSEX COUNTY  
DOC. SURCHARGE PAID

**LEGAL DESCRIPTION  
LANDS OF  
LOUIS J. & SHIRLEY L. RENZI  
LOT 2**

January 18, 2013

**ALL** that piece or parcel of land, hereinafter described, situate, lying and being on the westerly side of Cedar Creek Road and being located in Cedar Creek Hundred, Sussex County, Delaware, as shown on a plat entitled "Property to be conveyed to Louis J. & Shirley L. Renzi," completed by Charles D. Murphy Associates, Inc., dated October 2004; said piece or parcel being more particularly described as follows:

**COMMENCING** at an iron pipe found at a point formed by the intersection of the westerly right-of-way line of Cedar Creek Road, 60 feet wide, with the northerly line of lands of, now or formerly, James H. Vreeland et al, thence running,

1) leaving said right-of-way line of Cedar Creek Road and running by and with said James H. Vreeland lands, South 87 degrees 15 minutes 00 seconds West 288.00 feet to an iron pipe found at the point of **BEGINNING**; thence running,

2) running by and with said James H. Vreeland lands, the following 3 courses and distances, South 87 degrees 15 minutes 00 seconds West 196.00 feet to a capped rebar set at a point, thence running,

3) North 02 degrees 45 minutes 00 seconds West 270.00 feet to a capped rebar set at a point, thence running,

4) North 87 degrees 15 minutes 00 seconds East 209.00 feet to an iron pipe found at a point on the westerly line of other lands of, Louis J. & Shirley L. Renzi, thence running,

5) leaving said James H. Vreeland lands and running by and with said other Renzi lands, South 00 degrees 00 minutes 23 seconds West 270.31 feet to the point and place of beginning; **CONTAINING** 1.26 acres of land, more or less.

RETURN TO:  
Louis J. Renzi and Shirley L. Renzi  
7296 Cedar Creek Road  
Lincoln, DE 19960

TAX MAP AND PARCEL #: 3-30-15.00-59.00  
PREPARED BY:  
Moore & Rutt, PA  
122 West Market Street  
P.O. Box 554  
Georgetown, DE 19947  
File No. 7982-201/

THIS DEED, made this 19th day of October, 2004,

- BETWEEN -

FRANCIS A. WEBB, IV and MARY LOUISE WEBB, of 3246 Deep Grass Lane, Houston, DE 19954, parties of the first part,

- AND -

LOUIS J. RENZI and SHIRLEY L. RENZI, of 7296 Cedar Creek Road, Parcel 2, Lincoln, DE 19960, as tenants by the entirety, their assigns and unto the survivor of them, and the survivor's personal representatives and assigns, parties of the second part.

**WITNESSETH:** That the said parties of the first part, for and in consideration of the sum of ONE AND 00/100 DOLLARS (\$100), lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the parties of the second part, and their heirs and assigns, in fee simple, the following described lands, situate, lying and being in Sussex County, State of Delaware:

All that certain tract, piece and parcel of land, lying and being in Cedar Creek Hundred, Sussex County, and the State of Delaware, lying west of but not contiguous to Cedar Creek Road, also known as State Route 30, at sixty (60) feet wide, adjoining other lands of Louis J. and Shirley L. Renzi, and lands now or formerly of James Howard Vreeland, et al, and being more particularly described as follows, to wit:

Beginning at a found iron pipe at the southwest corner of other lands of grantees, which point is located the following two (2) courses and distances from the intersection of the westerly right-of-way line of Cedar Creek Road with the centerline of County Road 206: (1) South 02 deg. 15 min. 00 sec. East 1,807 feet and (2) South 87 deg. 15 min. 00 sec. West 288.00 feet; thence running from said found iron pipe and with lands now or formerly of James Howard Vreeland, et al, the following three (3) courses and distances: (1) South 87 deg. 15 min. 00 sec. West 196.00 feet to a set capped rebar (2) North 02 deg. 45 min. 00 sec. West 270.00 feet to a set capped rebar and (3) North 87 deg. 15 min. 00 sec. East 209.00 feet to a found iron pipe at the northwesterly corner

Consideration:	\$35000.00	Exempt Code: A
<hr/>		
County	State	Total
1 525.00	525.00	1050.00
counter	Date: 11/03/2004	

for aforementioned other lands of grantees; thence finally running with said other lands of grantees South 00 deg. 00 min. 23 sec. West 270.31 feet to the place of beginning, containing 1.26 acres of land, more or less.

BEING part of the same property conveyed to Francis A. Webb, IV and Mary L. Webb from Howard S. Vreeland and Mary L. Vreeland, by Deed dated July 9, 1979, and recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware, in Deed Book 960, Page 236. ALSO BEING part of the same property conveyed to Francis A. Webb, IV and Mary Louise Webb by deed from Howard S. Vreeland and Mary L. Vreeland dated October 4, 1973, and recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware, in Deed Book 719 page 932.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of:

David N. Rutt

Francis A. Webb IV (SEAL)  
Francis A. Webb, IV

\_\_\_\_\_

Mary Louise Webb (SEAL)  
Mary Louise Webb

STATE OF DELAWARE, COUNTY OF SUSSEX: to-wit

BE IT REMEMBERED, that on October 19, 2004, personally came before me, the subscriber, Francis A. Webb, IV, party of the first part to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed.

Given under my Hand and Seal of office the day and year aforesaid.

David N. Rutt  
Notary Public  
Printed Name: DAVID N. RUTT, ESQ.  
Attorney-Notary Public  
My Commission Expires: Notarial Act 10 Del. C. 4323(a)(3)  
Non Expiring Commission

STATE OF DELAWARE, COUNTY OF SUSSEX: to-wit

BE IT REMEMBERED, that on October 19, 2004, personally came before me, the subscriber, Mary Louise Webb, party of the first part to this Indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed.

Given under my Hand and Seal of office the day and year aforesaid.

RECORDER OF DEEDS  
JOHN F. BRADY

04 NOV -3 PM 3: 31

SUSSEX COUNTY  
DOC. SURCHARGE PAID

Sandra M. Whaley  
Notary Public  
Printed Name: SANDRA M. WHALEY  
My Commission Expires: 10-16-07

Received

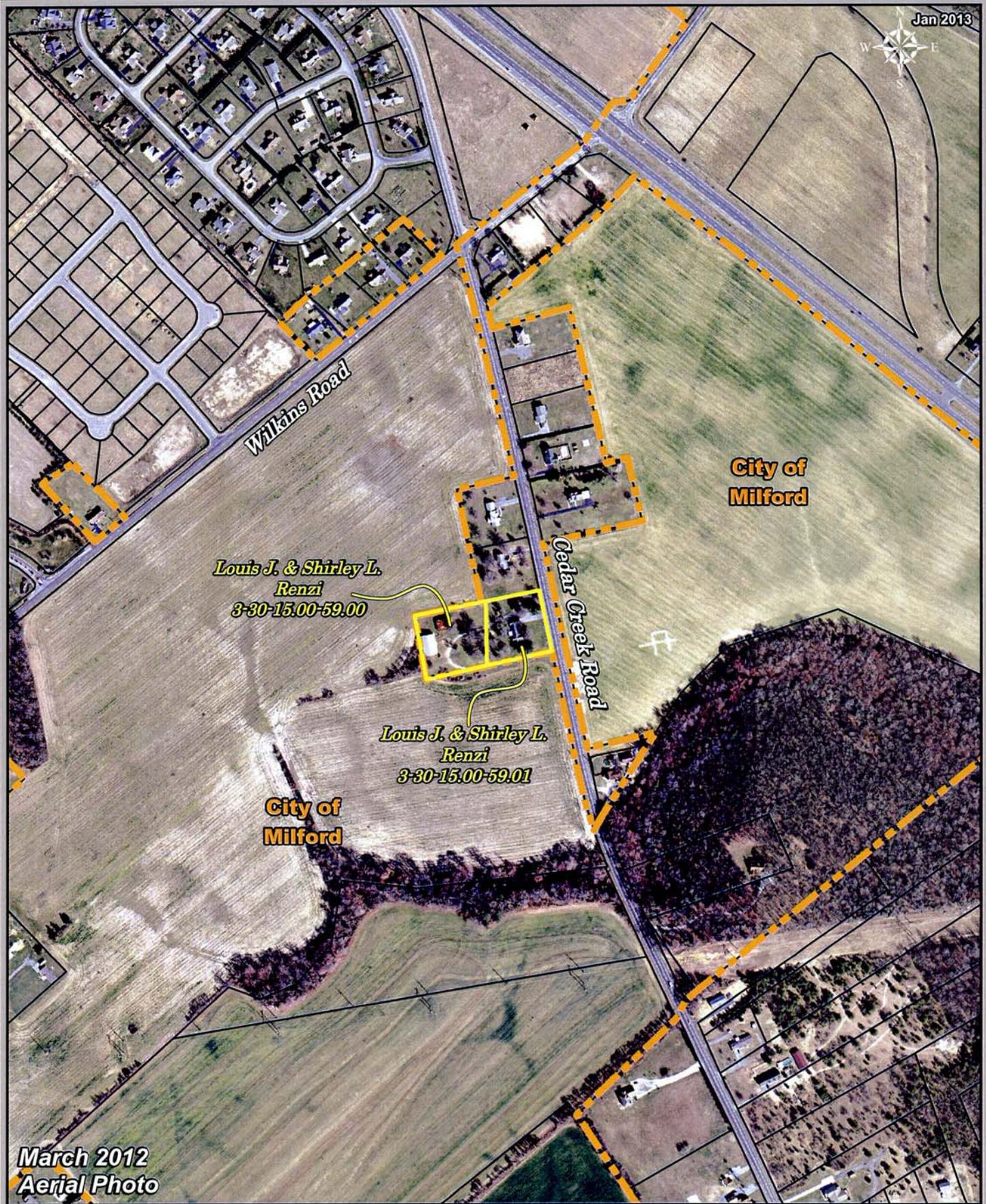
NOV 05 2004

RECORDER OF DEEDS  
JOHN F. BRADY

04 NOV -3 PM 3:31

SUSSEX COUNTY  
DOC. SURCHARGE PAID

Jan 2013



*Louis J. & Shirley L.  
Renzi  
3-30-15.00-59.00*

*Louis J. & Shirley L.  
Renzi  
3-30-15.00-59.01*

**City of  
Milford**

**City of  
Milford**

*Wilkins Road*

*Cedar Creek Road*

**March 2012  
Aerial Photo**

Sources:  
Tax Parcels per Sussex County  
Aerial Photograph Courtesy of the USGS

**Renzi Property**  
City of Milford, Sussex County

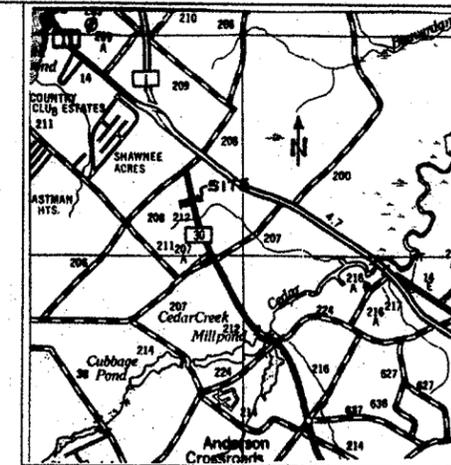
0 400  
Feet

**dbf** DAVIS BOWEN & FRIEDEL, INC.  
ARCHITECTS • ENGINEERS • SURVEYORS  
www.dbfinc.com

CLASS C RURAL SURVEY



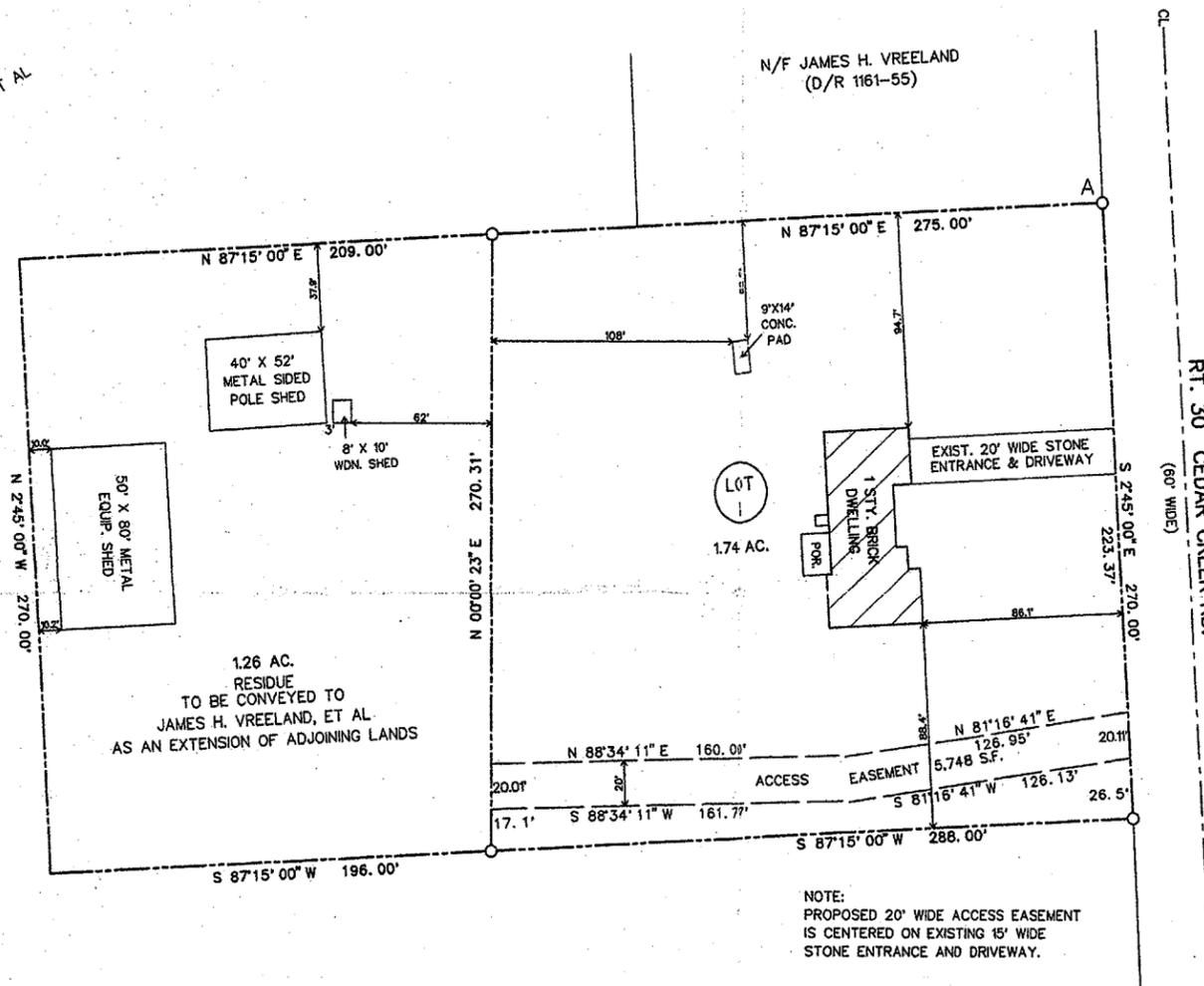
TIE LINE NOTE:  
SET IRON PPE LABELED "A" IS LOCATED  
S 2-46-50 E 1,336.8' FROM THE CL P.I.  
OF RT. 30 AND RD. 206



LOCATION MAP  
1" = 1 MILE

N/F JAMES H. VREELAND, ET AL  
(W.B. 113-297)

N/F JAMES H. VREELAND  
(D/R 1161-55)



RT. 30 CEDAR CREEK RD.  
(60' WIDE)

NOTE:  
AN ENTRANCE PERMIT MUST BE OBTAINED FROM THE DELDOT  
DISTRICT PERMIT SUPERVISOR PRIOR TO CONSTRUCTION.  
R. WAYNE THORNTON PH. 856-5441  
P.O. BOX 32, GEORGETOWN, DE 19947

OWNERS:  
MARY LOUISE & FRANCIS A. WEBB, IV  
RR 1, BOX 96  
LINCOLN, DE 19960

RESIDUAL AREA 0.00 AC.  
RESIDUAL FRONTAGE 0.0'

NOTE:  
PROPOSED 20' WIDE ACCESS EASEMENT  
IS CENTERED ON EXISTING 15' WIDE  
STONE ENTRANCE AND DRIVEWAY.

N/F JAMES H. VREELAND, ET AL  
(W.B. 113-297)

LEGEND:

- IRON PIPE SET
- N/F NOW OR FORMERLY
- D/R DEED REFERENCE
- W.B. WILL BOOK



MINOR SUBDIVISION

MARY LOUISE AND FRANCIS A. WEBB, IV	
CEDAR CREEK HUNDRED	
SUSSEX COUNTY DELAWARE	
TAX MAP #: 3-30-15-59	AKS ASSOCIATES, INC. P.O. Box 123 Front St. & Butler Ave. Lincoln, DE 19960 1-302-422-2755
DATE: 01/22/01	SCALE: 1"=50'
JOB #: 01-005	F.B.#: 55-65
DEED REF: 960-236	
DEED REF: 719-932	Michael D. Swain, PLS 529



Tax Parcel No. 3-30-15.00-059.00  
3-30-15.00-059.01

Prepared by: Planning & Zoning  
City of Milford  
201 S Walnut St  
Milford, DE 19963

Return to: The Honorable Ronnie Rogers, Mayor  
City of Milford  
201 S Walnut St  
Milford, DE 19963

Louis J. & Shirley L. Renzi PROPERTY ANNEXATION AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Louis J. & Shirley L. Renzi (hereinafter “Renzi”) whose principal location is located at 7296 Cedar Creek Road, Lincoln, DE 19960 and the City of Milford, a municipal corporation of the State of Delaware with its principal offices located at 201 South Walnut Street, Milford Delaware, 19963 (hereinafter “City”).

RECITALS

- A. WHEREAS, Renzi is the record title owner of a parcel of land consisting of 3.00 acres, more or less, lying contiguous to its western and southern boundary of the City of Milford, said tract identified on the Sussex County, Delaware tax maps as Tax Parcel No. 3-30-15.00-059.00 and 3-30-15.00-059.01, said tract hereinafter referred to as “Renzi Property”.

Renzi is desirous of having the Renzi Property annexed into the City of Milford and requested the land use to be commercial in nature.

- B. WHEREAS the City, through its City Council (in consultation with the City Solicitor and City Planner), has duly considered the proposed annexation and has determined that the proposed annexation would be in the City’s overall best interest for the following reasons among others:

1. **ANNEXATION COMMITTEE REPORT**

- C. Recognizing that Renzi’s request for annexation is unilateral (in that the City cannot annex the Renzi Property unless Renzi desires the property to be annexed) and further recognizing that the intended land use is consistent with the City’s Land Use Plan, and can be accommodated within the City’s long range Comprehensive Plan, the City Council has determined that it is in the City’s best interest to provide Renzi with binding assurances to proceed with annexation.

- D. Article I, Section 1.04 of the City Charter of the City of Milford (pursuant to Chapter 148, Volume 72, Laws of Delaware {as amended}) authorizes and empowers the Mayor of the City of Milford to appoint a Committee composed of not less than three (3) of the elected members of the City Council and one member of the City Planning Commission to investigate the possibility of annexation.

NOW THEREFORE, in consideration of the premises, and in consideration of Renzi’s request to be annexed into the City of Milford, in consideration of \$4000.00 paid to the City by Renzi, the receipt whereof is hereby acknowledged, and for other good and valuable consideration, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Annexation Contingency. This Agreement is expressly contingent upon the annexation, by the City, of the Renzi Property. In the event that such annexation does not occur, this Agreement shall be null, void, and of no legal force or effect.
2. Land Subject to Annexation. The land subject to this Agreement consists of 3.00 acres, more or less, said tract identified on the Sussex County, Delaware tax maps as Tax Parcel No. 3-30-15.00-059.00 and 3-30-15.00-059.01.

The hereinabove described parcel of land is more fully depicted on that certain Survey / “Minor Subdivision, dated January 22, 2001, prepared by Michael D. Swain, registered surveyor” a copy of which is attached hereto as **Exhibit “A”** and incorporated herein by reference; metes and bounds description for parcel is attached hereto as **Exhibit “B”** and incorporated herein by specific reference.

3. Water Distribution System and Sanitary Sewer. Notwithstanding any other provision or requirement under any City ordinance or regulation, Renzi agrees that the Renzi Property will be connected to the City water distribution system and to the City’s sanitary sewer system, treatment of which is provided by Kent County. Renzi agrees that the Renzi Property will not exceed 2 EDU’s. The parties agree that Renzi, at their sole expense, shall connect to public utilities, if not already in place on the property, and at their sole expense shall be responsible for the upgrade to any and all pump stations to accommodate the increase in EDU’s from their existing capacity.
4. Electric Distribution System. Renzi agrees that the Renzi Property will utilize the City electric system.
5. Natural Features. The Renzi Property, according to Map 3A Natural Features, of the 2008 City of Milford Comprehensive Plan, is not located in a Well Head Protection Area. The majority of the property is located in a Poor Recharge Area, with less than 10% located in a Fair Recharge Area.
6. Zoning. The Renzi Property shall be annexed as City district C-3 Commercial Highway District and shall be developed in accordance with said district. Nothing in this agreement shall remove or eliminate the owner from the necessary site plan reviews, fees, public hearings and all other requirements under the City’s Land Use Ordinance.
5. City Not Responsible for Infrastructure Improvements; Renzi Right to Assign.

Anything herein to the contrary notwithstanding:

- a) The City shall have no obligation or responsibility (financial or otherwise) for providing, installing, or constructing any of the required infrastructure improvements;
- b) Renzi may with the City’s prior written consent, which shall not be unreasonably withheld, sell, lease, or convey all or any portion of Renzi Property to any third party and, as part of such sale, lease, or conveyance, assign all or any of its rights and *corresponding obligations* hereunder to such third party.

6. Except as Modified, All Other City Ordinances and Regulations to Control. Except as specifically provided herein, once finally annexed into the City of Milford, all lands subject to this Agreement shall be subject to and governed by all provisions of the City Charter and all City ordinances and regulations as they now exist or may hereafter be amended, revised, or repealed, as well as any new ordinances or regulations adopted by the City Council, to the same effect and degree as all other lands within the City boundaries of the City of Milford.
7. Term of Annexation Agreement. This annexation agreement shall become null, void, and unenforceable after the expiration of seven (7) years from the date of the City Council's final annexation resolution; provided however that Renzi may at any time, in writing, release the City from any of the provisions of this Agreement.
8. Annexation Agreement to be a Material Part of Annexation Proceedings. Pursuant to Title 22, Delaware Code §101 Plan of Services Reporting, this Agreement shall be deemed to be a material part of the annexation proceedings conducted pursuant hereto; that is to say:
  - a. The resolutions and notices adopted by the City Council, including any resolution and notices for public hearings, proposing the aforesaid annexation shall recite that the proposed annexation includes, and is subject to, an annexation agreement, shall briefly summarize the terms of this annexation agreement, and shall state that copies of the annexation agreement are available upon request at the City Hall.
  - b. If the results of the annexation special election are favorable to the proposed annexation, the final resolution annexing the territory shall recite that the annexation is subject to an annexation agreement and shall incorporate the terms of such annexation agreement by specific reference.
9. Land Use Planning Act. The City of Milford shall notify the Delaware State Planning Office, Kent County Department of Public Works, Milford Police Department, Carlisle Fire Department and Milford School District of the proposed annexation contemplated by this Agreement and the parties shall comply with the requirements of the Delaware Land Use Planning of Title 29 of Delaware Code, Chapter 92 (Land Use Planning Act effective until February 14, 2004; Preliminary Land Use Services effective February 14, 2004), as amended.
10. Governing Law. This Agreement shall be governed by the laws of the State of Delaware (notwithstanding the fact that one or more parties may now or later become a resident of another state) and the parties hereto agree that the courts of the State of Delaware shall have jurisdiction over any case or controversy and hereby consent to such jurisdiction.
11. Separability. If any section, paragraph, sentence or clause of this Agreement is determined or declared to be invalid or unenforceable by any court of competent jurisdiction, the remainder hereof shall remain in full force and effect.
12. Entire Agreement. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those herein contained.



Attest: \_\_\_\_\_      \_\_\_\_\_      By: \_\_\_\_\_ (Seal)  
          City Clerk                      Date                      Mayor, City of Milford

State of Delaware  
County of Kent

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Signature of Notary Public, State of Delaware

\_\_\_\_\_  
Stamp of Notary Public