



# Town of Dewey Beach

www.townofdeweybeach.com

105 Rodney Avenue  
Dewey Beach, DE 19971  
P: (302)227-6363

2

3

RESOLUTION NO \_\_\_\_\_

4

5

**A RESOLUTION TO ACCEPT THE CONVEYANCE OF THE PROPERTY LOCATED AT 1 DAGSWORTHY AVENUE FROM THE STATE OF DELAWARE TO THE TOWN OF DEWEY BEACH**

6

7

**WHEREAS**, Section 4(a)(1) of the Charter of the Town of Dewey Beach permits the Town Council to approve the acquisition and holding of real property as the Town’s interest may require;

8

9

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Town Council, to accept the conveyance of the property located at 1 Dagsworthy Avenue, Dewey Beach Delaware 19971, formally referred to as map 334-20.18 parcel 159.00, with the improvements located thereon (referred to as the Dewey Beach Lifesaving Station), with the restrictions and conditions expressed in the easement and deed transferring the aforementioned property from the State of Delaware to the Town of Dewey Beach.

10

11

12

13

14

**BE IT FURTHER RESOLVED** that the Mayor is authorized to execute the deed and easement thereby acknowledging the public use restrictions that perpetually bind the Lifesaving Station.

15

16

The easement and deed attached hereto are incorporated herein by this reference as though restated in full.

17

18

Approved by majority vote of the Dewey Beach Town Council on October 18, 2024.

19

20

21

22

23

24

25

26

\_\_\_\_\_  
Mayor, William Stevens

\_\_\_\_\_  
Town Manager, Bill Zolper

Tax Map No. 334-20.18-159.00

PREPARED BY and RETURN TO: Fox Rothschild LLP  
1201 N Market Street, Suite 1200  
Wilmington DE

**THIS DEED WITH PRESERVATION AND CONSERVATION RESTRICTIONS**, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024,

Between **THE SECRETARY OF STATE OF THE STATE OF DELAWARE, DEPARTMENT OF STATE, ON BEHALF OF THE DELAWARE ECONOMIC DEVELOPMENT AUTHORITY**, a body corporate and politic, and instrumentality of the State of Delaware, party of the first part,

AND

**THE TOWN OF DEWEY BEACH**, a municipal corporation of the State of Delaware, party of the second part,

WHEREAS THE DELAWARE ECONOMIC DEVELOPMENT AUTHORITY is the record title owner of the property herein conveyed;

WHEREAS the SECRETARY OF STATE OF THE STATE OF DELAWARE has authority over the DELAWARE DIVISION OF SMALL BUSINESS pursuant to 29 *Del. C.* § 8703A,

WHEREAS, the Director of the DELAWARE DIVISION OF SMALL BUSINESS serves as the Chairperson of the DELAWARE ECONOMIC DEVELOPMENT AUTHORITY pursuant to 29 *Del. C.* § 8705A,

WHEREAS, the SECRETARY OF STATE OF THE STATE OF DELAWARE has been granted the authority to act for and on behalf of the DELAWARE ECONOMIC DEVELOPMENT AUTHORITY pursuant to 29 *Del. C.* § 8703,

WHEREAS DELAWARE STATE SENATE 152<sup>nd</sup> GENERAL ASSEMBLY SENATE BILL NO. 160 dated June 23, 2023 (“2023 Bond Bill”) provides under Section 61. Historical and Cultural Affairs, subparagraph (b) that the Secretary of State is authorized to waive the provisions of Chapters 5, 94 and 95 of Title 29 of the Delaware Code in order to sell, transfer, or acquire historic buildings provided that any properties transferred shall be subject to an easement designed to protect the historical nature of the historic building or site; and

WHEREAS the property herein conveyed is an historic site and the Secretary of State seeks to transfer the property to the Town of Dewey Beach, provided that the Town of Dewey Beach (a) agrees to maintain and preserve the historical and cultural integrity of the property on and subject to the terms set forth herein by its signature below, and (b) delivers an executed easement in

substantially the same form as **Exhibit A** attached hereto in favor of State of Delaware Department of Natural Resources and Environmental Control (“DNREC”) permitting use of the Property (as defined herein) by DNREC in furtherance of its beach preservation and nourishment activities (the “DNREC Easement”).

NOW THEREFORE that the said party of the first part, for no consideration, hereby grants and conveys unto the said party of the second part, its successors and assigns, subject in all events to: (a) the Covenants for Historic Preservation and Conservation contained herein, and (b) the DNREC Easement delivered by the Town of Dewey Beach contemporaneously herewith to be recorded with the Sussex County Recorder of Deeds within thirty (30) days of the recording of this instrument:

ALL THOSE CERTAIN parcels of land located at Rehoboth Beach, Sussex County, Delaware and more particularly described as follows:

Tract No. 1. That certain tract and parcel of land situated in Lewes and Rehoboth Hundred, Sussex County and State of Delaware, on the shore of the Atlantic Ocean, and thus described and bounded: Beginning at a post in the most Southerly line of Rehoboth City lands at a point where the Douglass House bears North 3° West distance 1695 feet and the last end of Andrew Dodds dwelling bearing North 54 1/2° West; thence South 89° West along and with the said line of Rehoboth City lands 264 feet to cedar post standing In said line, thence South 1° East 165 feet to post; thence North 89° East 264 feet to a post; thence North 1° West 165 feet to the place of beginning, lest a strip of land 25 feet in width Northerly of adjacent and parallel to the southern boundary of the land above described thus leaving a parcel of land 140 feet in width by 264 feet in length and containing .848 acres more or less and

Tract No. 2. That certain lot of land situated in Lewes and Rehoboth Hundred, County of Sussex, State of Delaware, thus described and bounded. Being that portion of Lot 9, in Block No. 1 as shown on plat entitled “Place of Lots at Indian Beach; Rehoboth, Delaware as surveyed by Morgan L. Gun, filed in case No. I in the office of the Register of Deeds, Georgetown, Delaware, extended from the Northerly boundary thereof Southerly for a distance of 140 feet, and further specifically described as follows: Beginning at the Northwesterly corner of the Rehoboth Coast Guard Station site, acquired by deed dated August 6, 1878, from the Governor of the State of Delaware, thence running South 89° West a distance of 75 feet, more or less, thence running South 1° East a distance of 140 feet, more or less, thence running North 89° East, a distance of 75 feet, more or less, to the Westerly line of the said site of the Rehoboth Coast Guard Station, thence North 1° West, along the said Westerly line of the said site of the Rehoboth Coast Guard Station, a distance of 140 feet, more or less, to place of beginning, containing .24 acres, more or less.

Tract 1 and Tract 2 (collectively, the “Property”) contain an aggregate of 1.088 acres more or less and all as shown drawing entitled “Rehoboth Beach Lifeboat Station, Rehoboth Beach, Delaware” dated 10/30/46.

AND BEING the same lands and premises conveyed by Deed dated January 24, 1985 from The State of Delaware through the State Surplus Real Property Commission to the Delaware Economic Development Authority recorded in Deed Book 1329, page 187 et seq.

## COVENANTS FOR HISTORIC PRESERVATION AND CONSERVATION.

A. The Parties are entering into these Covenants for Historic Preservation and Conservation to create a permanent servitude on the Property for historical preservation and for conservation purposes.

B. As to the Historic Preservation Covenant, the commissioning of the Dewey Beach Lifesaving Station occurred in 1878 and while a 1988 reproduction (the "Station") of the original lifesaving station now sits on the site, the cultural resources, including the Station and the archaeology resources related to site occupation and use, actually and potentially exist. Prior to alterations being made which affect either the Station's exterior appearance and/or the Station's structural integrity, it is recommended that the Town of Dewey Beach conduct a historic resource study ("Historic Resource Study") to determine eligibility of the entire Property for listing on the National Register of Historic Places. Prior to any ground disturbance on the Property, such as construction, it is recommended that the Town of Dewey Beach conduct an archaeological study ("Architectural Study"). Following completion and review of the Historic Resource Study and/or the Architectural Study, as applicable, the State of Delaware recommends that all work on the Property follow the Secretary of the Interior's Standards for the Treatment of Historic Properties to protect the historic and nature of the Property.

C. As to the Conservation Covenant, the Town of Dewey agrees to retain and protect the natural, scenic and open-space value of the Property: thereby (i) ensuring the availability of the Property for public, recreational and/or open-space use; (ii) protecting natural resources, including plant and wildlife habitats and ecosystems; and (iii) maintaining and/or enhancing air and water quality and/or supply.

### D. Activities; Uses and Limitations.

(1) The Property shall at all times remain and be subject to the Beach Preservation Act, contained in Title 7, chapter 68 of the Delaware Code.

(2) THE TOWN OF DEWEY BEACH with the advise, consent and approval of THE DELAWARE ECONOMIC DEVELOPMENT AUTHORITY shall seek to have an Historical Marker placed on the Property identifying the Property for its historical and social history akin to Historic Marker SC-148 for the Indian River Inlet Life-Saving Station. The Secretary of State of Delaware shall not be responsible for any costs related to the Historical Marker production and installation.

(3) The public will be permitted access to and across the Property for passive recreational use such as walking and nature study in perpetuity.

(4) The activities and uses listed in subparagraph (3) are permitted so long as the intensity or frequency of the activity and/or use does not materially and adversely affect the Station and/or the Property.

(5) The Station shall remain in all events available for the public good, public safety and/or public use including, but not limited to meetings of Town Council, subcommittees

thereof, similar public meetings, and use of the Dewey Beach Patrol. If the Property including the Station is ever duly authorized for commercial endeavors, non-public uses, or sale, title to the property shall be immediately subject to a perpetual right of reversion retained by the SECRETARY OF STATE OF THE STATE OF DELAWARE.

(6) The provisions hereof shall be covenants running with the Property in perpetuity.

(7) Grantee agrees and understands that the Property shall be subject to the rights to be granted to DNREC as contained in the DNREC Easement to be executed and delivered to DNREC immediately but in no event later than thirty (30) days after delivery of this instrument and intended to be recorded simultaneously herewith.

(8) In the event that any offer acceptable to the Town of Dewey, or to the Town of Dewey's successor in interest, at any time or times for the sale of Property or any portion thereof or interest therein (collectively, the "Premises"), the Town of Dewey, prior to acceptance thereof, shall give THE SECRETARY OF STATE OF THE STATE OF DELAWARE, with respect to each such offer, written notice thereof and a copy of said offer including the name and address of the proposed purchaser; and THE SECRETARY OF STATE OF THE STATE OF DELAWARE, or its designee, shall have the right of first refusal for one hundred and eighty days (180) days after receipt of such notice within which to elect to purchase the Premises attempting to be sold, as the case may be, on the terms of said offer. If THE SECRETARY OF STATE OF THE STATE OF DELAWARE, or its designee shall elect to purchase the Premises pursuant to the right of first refusal herein granted, it shall give notice of such election within such one hundred and eighty (180) day period. THE SECRETARY OF STATE OF THE STATE OF DELAWARE, or its designee's failure at any time to exercise its option under this paragraph shall not affect any other paragraph herein.

IN WITNESS WHEREOF, and again stating their intention to be legally bound hereby, the said parties, by and through its authorized official, intending to be legally bound hereby, have caused the parties' names to be hereunto set under seal, as of the day and year aforesaid.

[Signature on the following page]

Signed, sealed and delivered  
in the presence of:

The Secretary of State of the State of Delaware,  
on behalf of The Delaware Economic Development  
Authority

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

STATE OF DELAWARE

\*

\* **SS.**

COUNTY OF NEW CASTLE

\*

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, two thousand  
twenty-four (2024), personally came before me, the Subscriber, a Notary Public for the State and  
County aforesaid, \_\_\_\_\_, the Secretary of State of the State of  
Delaware on behalf of The Delaware Economic Development Authority, party to this Indenture,  
known to me personally to be such, and he acknowledged this Indenture to be his act and deed and  
the act and deed on behalf of the said grantor, that his signature thereto is in his own proper  
handwriting, and that his act of sealing, executing, acknowledging and delivering said Indenture  
was duly authorized as the act and deed of the Secretary of State of the State of Delaware.

GIVEN under my Hand and Seal of Office the day and year aforesaid.

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

My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

THE TOWN OF DEWEY BEACH, a municipal  
corporation of the State of Delaware

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

STATE OF DELAWARE

\*

\* **SS.**

COUNTY OF NEW CASTLE

\*

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, two thousand  
twenty-four (2024), personally came before me, the Subscriber, a Notary Public for the State and  
County aforesaid, \_\_\_\_\_, the \_\_\_\_\_ of The  
Town of Dewey Beach, a municipal corporation of the State of Delaware, party to this Indenture,  
known to me personally to be such, who acknowledged this Indenture to be his act and deed and  
the act and deed on behalf of the said party, that his signature thereto is in his own proper  
handwriting, and that his act of sealing, executing, acknowledging and delivering said Indenture  
was duly authorized as the act and deed of The Town of Dewey Beach.

GIVEN under my Hand and Seal of Office the day and year aforesaid.

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

My Commission Expires: \_\_\_\_\_

PREPARED BY and RETURN TO: Fox Rothschild LLP  
1201 N Market Street, Suite 1200  
Wilmington DE 19801

### DEED OF EASEMENT

This DEED OF EASEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Town of Dewey Beach, a municipal corporation of the State of Delaware (the “Grantor”), and the STATE OF DELAWARE, DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL and its assigns (the “Grantee”).

#### WITNESSETH

WHEREAS Grantor is the present owner of that certain tract of land identified as Tax Parcel 334-20.18-159.00 located in the Town of Dewey Beach, Sussex County, Delaware (hereinafter the “Property”), having acquired title to the Property pursuant to that certain [Deed with Preservation and Conservation Restrictions executed by, and delivered to, Grantor by the State of Delaware Department of State, Acting through the Delaware Economic Development Authority] (the “Deed”) immediately prior to the execution and delivery of this Deed of Easement by Grantor;

WHEREAS the people of the State of Delaware, acting through Grantee, recognize that the beaches at and adjacent to Dewey Beach, Delaware, are subject to constant erosion and degradation, thereby destroying a valuable natural resource and threatening the safety and property of the Grantor and of all the citizens of this State;

WHEREAS Grantee has historically engaged in beach nourishment activities in and around Dewey Beach in cooperation with the United States Army Corps of Engineers in order to mitigate past beach erosion and protect against anticipated future beach erosion, and Grantee anticipates continuing such efforts (each a “Project” and collectively, the “Projects”);

WHEREAS Grantee has historically utilized the Property for, among other things, a staging area to facilitate construction and other work in connection with past Projects;

WHEREAS in order to ensure that Grantee may continue to utilize the Property in connection with future Projects, including without limitation to the presently contemplated Dewey Beach/Rehoboth Beach Delaware Storm Damage Reduction Project, Grantee requires an easement on herein described portions of the Property;

WHEREAS Grantor acknowledges that it will benefit from successful implementation of the Projects; and

WHEREAS pursuant to a covenant contained in the Deed, Grantor has agreed to grant this Deed of Easement in favor of Grantee in order to facilitate Grantee’s continued use of the Property in connection with future Projects on and subject to the terms and conditions set forth herein;

NOW, THEREFORE, that as an absolute gift of no monetary consideration, and no other consideration except for the benefits to be received by Grantor from successful implementation of future Projects, Grantor does hereby give, grant and convey unto Grantee, its successors and assigns, an easement as more fully described below, and on and subject to the terms and conditions set forth below:

#### WORK AREA EASEMENT

A perpetual, exclusive easement and right-of-way in (the “Easement”) in favor of Grantee, on, over and across the land described as “Tract No. 2” in the Deed (hereinafter, the “Work Area”) for use by Grantee, its representatives, agents, and contractors as a work area, including without limitation the right to install, move, store and remove equipment, materials and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of any and all beach nourishment Projects undertaken by or on behalf of Grantee, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the Easement;

reserving, however, to Grantor, its permitted successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

Grantee shall provide Grantor not less than fourteen (14) days written notice of its intent to utilize the Work Area for a Project in accordance herewith, along with an estimate of the timeline for completion of any such Project; provided, that in the case of emergency, Grantee shall be permitted to utilize the Work Area as reasonably necessary without prior notice to Grantor, however in such case, Grantee notify Grantor as promptly as possible of such emergency use.

Grantor covenants and agrees to refrain from disturbance or interference with Grantee's use of the Work Area, including any equipment, materials or supplies placed in the Work Area, in connection with any Project.

Grantee shall, where practicable and reasonable, minimize disturbance to the Work Area and shall promptly replace and restore as nearly as reasonably practicable to its immediately preceding condition such portion of the surface of the Work Area as may be disturbed by the activities of Grantee covered by this Deed of Easement in the course of any Project.

FURTHERMORE, by its signature below, Grantor hereby acknowledges that acceptance by Grantee of this DEED OF EASEMENT does not exempt Grantor from complying with all other laws, ordinances and regulations of the State of Delaware, the Town of Dewey Beach, Sussex County or the United States.

[Signature page follows]

IN WITNESS WHEREOF, the parties to this Deed of Easement have hereunto set their hands and seals effective as of the date first above written.

TOWN OF DEWEY BEACH

\_\_\_\_\_  
WITNESS

By \_\_\_\_\_(SEAL)  
William Stevens, Mayor  
Town of Dewey Beach

Accepted by the  
DEPARTMENT OF NATURAL RESOURCES AND  
ENVIRONMENTAL CONTROL, Grantee

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_(SEAL)  
SHAWN M. GARVIN, SECRETARY

STATE OF DELAWARE )  
 ) SS.  
COUNTY OF SUSSEX )

BE IT REMEMBERED, that on this \_\_\_ day of \_\_\_\_\_, 2024, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, WILLIAM STEVENS, Mayor of the Town of Dewey Beach, party to the foregoing Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed, said act and deed of the Town of Dewey Beach.

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

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

STATE OF DELAWARE )  
 ) SS.  
COUNTY OF SUSSEX )

BE IT REMEMBERED, that on this \_\_\_ day of \_\_\_\_\_, 2024, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, SHAWN M. GARVIN, Secretary of the Department of Natural Resources and Environmental Control, Grantee of the foregoing Indenture of Writing, known to me personally to be such, and acknowledged this Indenture of Writing to be his act and deed and said act and deed of the Department of Natural Resources and Environmental Control.

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

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