

Tax Parcel No.: N/A

Prepared by/ Return to:
State of Delaware
Department of Transportation
800 S. Bay Road
Dover, DE 19901

2nd SUPPLEMENT TO
TOWN OF DEWEY BEACH
STREET AND BEACH MAINTENANCE AGREEMENT

This 2nd SUPPLEMENTAL AGREEMENT made this _____ day of _____, 20__, by and between the State of Delaware, Department of Transportation (hereinafter "State", party of the first part, and the Town of Dewey Beach (hereinafter "Town", party of the second part);

WHEREAS State and Town entered into that certain Street and Beach Maintenance Agreement hereinafter "Agreement"), dated May 6, 1983, subject to a Supplement dated April 6, 1984; and

Commented [FK(1): Please insert the date of the first supplement to the agreement

WHEREAS State and Town desire to supplement and amend said Agreement.

NOW, THEREFORE, State and Town agree as follows:

A.) State and Town agree to strike paragraph 11 of said Agreement and substitute said paragraph 11 with the following:

11. BEACH LANDS

For purposes of this Agreement, "Beach lands" shall be defined as areas bounded to the East by the Atlantic Ocean and bounded to the West by a line established eight feet (8') beyond the easternmost edge of the paved travel ways of the streets identified on Exhibit "A." For further clarification, the edge of the

pavement shall be identified where it actually lies, regardless of whether said edge is above the surface of the land or buried by sand and/or soil. Beach lands, currently within the control and jurisdiction of the State of Delaware, Department of Transportation, shall from this date forward [May 6, 1983] be under the jurisdiction of the Town, except as otherwise provided herein.

The Town agrees that such areas shall forever remain subject to the public use, and enjoyment and the Town agrees not to permit any unreasonable interference therewith. For further clarification, such public use and enjoyment shall include beach access and, therefore, the Town shall not interfere with public access to the beach in any manner without the written consent of the State. The Town agrees to keep such areas open for the use and enjoyment of the public within all reasonable means. In the event the Town should determine to divest itself of such jurisdiction or should the Town fail to comply with provisions herein, such jurisdiction shall revert to the State.

B.) The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this 2nd Supplement shall have the same meaning such terms and given in the Agreement and/or 1st Supplement to the Agreement. Except as specifically set forth herein, this Supplement shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force.

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

**STATE OF DELAWARE, DEPARTMENT OF
TRANSPORTATION**

By: _____(SEAL)

Attest: _____

[Corporate Seal]

STATE OF DELAWARE, COUNTY OF KENT: to-wit

BE IT REMEMBERED, that on this ____ day of _____, 2021,
personally appeared before me, the Subscriber, a Notary Public in and for the State and County
aforesaid, _____ of Department of
Transportation, an agency of the State of Delaware, party to this Indenture, known to me
personally to be such, and acknowledged this Indenture to be her act and deed and the act and
deed of said state agency.

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

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

Deputy Attorney General for Department of Transportation

TOWN OF DEWEY BEACH

By: _____(SEAL)

Attest: _____

[Corporate Seal]

STATE OF DELAWARE, COUNTY OF SUSSEX: to-wit

BE IT REMEMBERED, that on this ____ day of _____, 2021, personally appeared before me, the Subscriber, a Notary Public in and for the State and County aforesaid, _____, _____ of Town of Dewey Beach, a political subdivision of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed and 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: _____