

SUPPLEMENT TO
TOWN OF DEWEY BEACH
STREET AND BEACH MAINTENANCE AGREEMENT

This SUPPLEMENTAL AGREEMENT made this 6th day of April, 1984 A.D. by and between the State of Delaware, Department of Transportation, Division of Highways (hereinafter "STATE"), party of the first part, and the Town of Dewey Beach (hereinafter "TOWN") party of the second part deletes paragraph 8 of the original Agreement dated May 6, 1983 and substitutes a new paragraph 8 as follows:

8. ENTRANCE STANDARDS.

The TOWN and STATE agree that any construction or modifications to entrances and/or exits, including but not limited to the number and length of curb openings, to properties abutting State Routes 1 and 1A and on STATE MAINTAINED STREETS for a distance of 50 feet measured from the right of way of State Routes 1 and 1A which are constructed, reconstructed, modified, or the like, as part of new construction, reconstruction, related improvements and/or any other work; shall meet the requirements of the STATE's current "Policy and Standards for Access to State Highways" and supplements thereto.

All costs for any construction or modifications to entrances and/or exits shall be paid by the party requiring such work. No construction of any such entrance or exit shall be permitted until a permit has been issued to the property owner by STATE.

The TOWN shall issue permits for any entrance and/or exit that shall be constructed, reconstructed, modified, or the like, as part of any new construction, reconstruction, related improvements and/or any other work on STATE MAINTAINED STREETS located more than fifty (50) feet from the right of way of Route 1 and 1A.

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.

ATTEST:

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION

John A. McDowell
Director of Administration

Kermit H. Justice
Secretary

John L. Davis
Director of Highways

ATTEST:

[Signature]

[Signature]
Mayor of Weymouth Beach

APPROVED AS TO FORM:

M. A. McTuckey
Deputy Attorney General

~~STATE OF DELAWARE~~

STREET AND BEACH MAINTENANCE AGREEMENT

This AGREEMENT made this 6th day of May, 1983 A.D., by and between the State of Delaware, Department of Transportation, Division of Highways (hereinafter "STATE"), party of the first part, and the Town of Dewey Beach (hereinafter "TOWN"), party of the second part.

WITNESSETH:

WHEREAS, the parties hereto mutually desire to now nullify any and all previous agreements concerning STATE and TOWN jurisdiction, control, authority and obligations (hereinafter "JURISDICTION") for the maintenance of streets, roads and beach lands within the municipal boundaries of the TOWN, and

WHEREAS, the parties hereto mutually desire to enter into a new all inclusive agreement (hereinafter "AGREEMENT") concerning the JURISDICTION for all streets, roads, and beach lands within the jurisdictional limits of the TOWN and as more fully depicted on Exhibit "A" hereto. Such streets within the TOWN limits, which are the subject of this AGREEMENT and are listed on Exhibit "A", with the exception of State Routes 1 and 1A, shall hereinafter be referred to as STATE MAINTAINED STREETS, and

DEWEY BEACH

STREET NAME	FROM	TO	MILEAGE
1-Street (Rd. 50)	South Dewey Beach Limits	North Dewey Beach Limits	1.08
3-Street (Rd. 14)	A-Street (Rd. 50 N.B.)	N.W. Dewey Beach Limits	0.19
Bayard Avenue	Bellevue Street	Chesapeake Street	0.57
Bellevue Street	Bayard Avenue	0.12 E. of A-Street (Rd. 50 N.B.)	0.25
Buena Street	Read Street	McKinley Street	0.06
Chesapeake Street	Bayard Avenue	A-Street (Rd. 50)	0.13
Chicago Street	Bayard Avenue	0.09 E. of A-Street (Rd. 50)	0.22
Clayton Street	Bayard Avenue	0.11 E. of A-Street (Rd. 50 N.B.)	0.24
Collins Street	0.08 W. of A-Street (Rd. 50 N.B.)	0.13 E. of A-Street (Rd. 50 N.B.)	0.21
Cullen Street	Bayard Avenue	0.11 E. of A-Street (Rd. 50)	0.24
Dagsworthy Street	0.19 W. of A-Street (Rd. 50 N.B.)	0.11 E. of A-Street (Rd. 50 N.B.)	0.30
<i>Dick</i> Dickinson Street	0.10 W. of A-Street (Rd. 50 N.B.)	0.13 E. of A-Street (Rd. 50 N.B.)	0.23
<i>Down</i> Dev Street	Read Street	McKinley Street	0.06
Hyden Street	Read Street	McKinley Street	0.06
<i>Huston</i> Huston Street	Bayard Avenue	B-Street (Rd. 14 S.B.)	0.10
Ston Street	B-Street (Rd. 14 N.B.)	0.12 E. of A-Street (Rd. 50)	0.12
<i>Jensen</i> Jensen Street	A-Street (Rd. 50)	0.09 E. of A-Street (Rd. 50)	0.09
<i>Mck</i> McKinley Street	0.13 E. of A-Street (Rd. 50 N.B.)	0.12 E. of A-Street (Rd. 50 N.B.)	0.25
<i>New</i> New Orleans Street	Bayard Avenue	0.11 E. of A-Street (Rd. 50 N.B.)	0.24

STREET NAME	FROM	TO	MILEAGE
Read Street	0.02 W. of Hayden Street	0.12 E. of A-Street (Rd. 50 N.B.)	0.27
Rodney Street	0.11 W. of A-Street (Rd. 50 N.B.)	0.12 E. of A-Street (Rd. 50 N.B.)	0.23
Saint Louis Street	Bayard Avenue	0.10 E. of A-Street (Rd. 50)	0.22
Salisbury Street	Bayard Avenue	0.11 E. of A-Street (Rd. 50 N.B.)	0.24
Swedes Street	Bayard Avenue	0.10 E. of A-Street (Rd. 50 N.B.)	0.24
Unnamed Street	A-Street (Rd. 50 N.B.)	0.06 E. of A-Street (Rd. 50 N.B.)	0.06
Van Dyke Street	0.08 W. of A-Street (Rd. 50 N.B.)	0.13 E. of A-Street (Rd. 50 N.B.)	0.21
West Street	A-Street (Rd. 50)	0.10 E. of A-Street (Rd. 50)	0.10

WHEREAS, the parties hereto mutually desire that all JURISDICTION and maintenance responsibilities for the streets within the jurisdictional limits of the TOWN as depicted in Exhibit "A", attached hereto and made part of this AGREEMENT, shall hereinafter vest with the STATE, except as otherwise described herein; and,

WHEREAS, the TOWN intends by this AGREEMENT to give such TOWN consent and approval as may be required by law, pursuant to Title 17 Del. C. §§134 and 141 to the STATE for the JURISDICTION and maintenance responsibility of all streets within the jurisdictional limits of the TOWN, except as otherwise stated herein; and,

WHEREAS, the STATE wishes to relinquish its responsibilities and authorities over the beach lands within the incorporated limits of the TOWN, including, but not limited to, the unpaved portion of dedicated right-of-way at the end of Dickinson Street, which ends at the low water mark of the Rehoboth Bay.

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

1. CONSENT OF TOWN.

Pursuant to Title 17, §§134 and 141 of the Delaware Code, the TOWN hereby gives and surrenders to the STATE any and all JURISDICTION over State Routes 1 and 1A and such other STATE MAINTAINED STREETS as depicted in Exhibit "A", except as limited

herein, to enable these streets to be maintained and regulated as agreed herein. The STATE shall have sole and exclusive JURISDICTION of State Routes 1 and 1A, except as otherwise specifically provided herein. STATE MAINTAINED STREETS, as defined herein, include all streets depicted on Exhibit "A" within the incorporated limits of TOWN, with the specific exception of State Routes 1 and 1A. The STATE'S JURISDICTION over the aforesaid STATE MAINTAINED STREETS shall be exclusive, except as limited herein.

By Resolution dated 5-6-83, a certified copy of which is attached hereto as Exhibit "B", the TOWN granted its consent for the STATE to maintain the STATE MAINTAINED STREETS in accordance with Title 17 of the Delaware Code, and authorized J. Bruce Vavala to execute the AGREEMENT.

2. CONSTRUCTION AND MAINTENANCE.

Except as otherwise limited herein, the STATE agrees to construct, reconstruct, and maintain STATE MAINTAINED STREETS as the State, within its sole discretion and capability, deems necessary. Any work which the TOWN may wish to perform must be coordinated with the STATE and the TOWN must receive prior written approval of each such project from the STATE. Additions to and deletions from and/or modifications of STATE MAINTAINED STREETS through changes of town boundaries and/or other causes require written amendments to this AGREEMENT.

The STATE only has maintenance responsibility of the following portions of such STATE MAINTAINED STREETS. On STATE

MAINTAINED STREETS having curb, STATE responsibility shall be from back of curb to back of curb and on STATE MAINTAINED STREETS without curb, such responsibility shall lie from eight feet (8') outside of the edge of the travel way to eight feet (8') outside of the edge of travel way on the opposite side of such STATE MAINTAINED STREETS. Except as specifically noted herein, the STATE shall have sole and exclusive jurisdiction and authority over all right-of-way along Routes 1 and 1A.

3. RIGHT-OF-WAY.

The TOWN and the STATE mutually agree that the necessary additional right-of-way and construction easements beyond the limits of the existing right-of-way for new construction, reconstruction or improvements of the STATE MAINTAINED STREETS shall be provided by the TOWN, whenever possible. The TOWN agrees to permit the STATE to acquire the necessary right-of-way, whether through mutual agreement or by condemnation proceedings, if determined to be necessary.

4. UTILITY ALTERATIONS.

Any utility, public or private, desirous of working within the right-of-way of State Routes 1 and 1A and the STATE MAINTAINED STREETS shall be required to obtain a permit from the STATE. All utilities must conform to the requirements found in the State's current Utilities Manual and supplements thereto.

In accordance with Title 17, Section 143 of the Delaware Code, the STATE agrees to make alterations and/or relocations of publicly owned utilities required by reason of con-

struction, reconstruction, relocation, repair, or maintenance of STATE MAINTAINED STREETS. Upon completion of such alterations and/or relocations of publicly owned utility facilities, the STATE shall be relieved of all maintenance responsibilities of said facilities.

Alterations for which the STATE agrees to pay, are to be of only similar size, capacity, and quality and only to the extent necessary to provide services equal to the services rendered prior to alterations and/or relocation. Any betterment desired by the utility shall be made at the expense of the utility involved. The STATE shall claim credit for any salvage value derived as a result of alterations and/or relocation.

Upon completion of the alterations and/or relocations of publicly owned utility facilities, and upon acceptance of the work by the utility companies, the STATE will be relieved of all maintenance responsibilities of the utility facilities. All utilities must conform to the requirements found in the STATE's current Utilities Manual and supplements thereto.

The TOWN shall notify all involved utility companies in writing of this AGREEMENT.

5. CONTROL OF TRAFFIC AND PARKING.

Except as otherwise provided by Delaware Law and as otherwise stated herein, the TOWN shall have JURISDICTION over parking, the enforcement of parking and control of traffic over STATE MAINTAINED STREETS. The STATE specifically retains those areas of authority, control and approval provided by Delaware

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Law relating to traffic, traffic control, parking and signing including but not limited to the placement and erection of traffic control devices, signs, pavement markings, the setting of speed limits, weight limits and various other traffic and parking restrictions which the Department must approve.

The STATE has JURISDICTION over parking and control of traffic on State Routes 1 and 1A, over such streets which the STATE has specifically assumed maintenance obligations and over all entrances onto State Routes 1 and 1A and STATE MAINTAINED STREETS, except as otherwise indicated herein. The STATE shall have JURISDICTION over all intersections of any STATE MAINTAINED STREETS with State Routes 1 and 1A from a point starting at the intersection of the right-of-way lines of said Routes 1 and 1A and said STATE MAINTAINED STREETS to a point 50 feet along the right-of-way line of such STATE MAINTAINED STREETS and all high-way signing located therein. The STATE shall have the right to alter parking and/or control of traffic in otherwise legally designated areas at any point on said STATE MAINTAINED STREETS when determined to be necessary or advisable, within the sole discretion of the STATE.

The TOWN and STATE hereby agree to abide by Title 21, Chapter 41 of the Delaware Code as amended, and that the planned traffic and parking control along or over State Routes 1 and 1A and the STATE MAINTAINED STREETS, except as otherwise stated herein, shall conform with the requirements; as found in the current Delaware Manual on Uniform Traffic Control Devices for Streets and Highways, and supplements thereto.

The TOWN shall have the authority to raise funds by charging a fee to owners of vehicles which are parked in the streets and other areas accessible to the public, as provided for in the Dewey Beach Incorporation Statute, 63 Del. Laws, Ch. 59.

The TOWN hereby agrees not to enact, alter, modify, amend and/or enforce any ordinance, regulation or rule exclusive of the above noted exception, which may affect or apply to all or any part of State Routes 1 and 1A and the STATE MAINTAINED STREETS, which the STATE, within its sole discretion, deems will adversely affect the planned traffic and parking control along said roads/streets. The TOWN may, with written Department approval, adopt and enforce regulations or ordinances concerning the control of parking and traffic along State Routes 1 and 1A. The TOWN may, with written DEPARTMENT approval, adopt such regulations or ordinances as may be necessary to enforce and control entrances unto STATE MAINTAINED STREETS.

6. TRAFFIC CONTROL DEVICES.

The TOWN agrees to assume the responsibility of providing, erecting and maintaining signs to insure compliance with parking and/or other ordinances which the TOWN may adopt for the Parking Permit System pursuant thereto. The TOWN shall have sole responsibility and shall bear the cost for any and all highway lighting, lighting devices, and electricity costs for traffic signals. The STATE shall have responsibility for lane line markings and edge lines on State Routes 1 and 1A.

The STATE agrees to control and operate at State expense, such traffic control signals as deemed necessary by the STATE, except as otherwise provided herein. The STATE, unless it deems it necessary or advisable in its sole discretion, shall have no responsibility for traffic control devices and/or highway lighting for parking or bike path routes on State Routes 1 and 1A and/or any such STATE MAINTAINED STREETS.

7. GENERAL MAINTENANCE.

Within the specific limitations stated herein, the STATE agrees to maintain by patching and/or resurfacing, as deemed necessary by the STATE, the road surface from back of curb to back of curb or on STATE MAINTAINED STREETS without curb, such responsibility shall lie from eight feet outside of the edge of the travel way to eight feet outside of the edge of the travel way on the opposite side of such STATE MAINTAINED STREETS; provided however, that the STATE shall only be responsible for restoring sidewalk when damaged by STATE during the course of curb replacement, adjacent to STATE MAINTAINED STREETS.

All other maintenance along said STATE MAINTAINED STREETS shall be the responsibility of the TOWN at no cost to the STATE. Such maintenance may include, but is not limited to, maintenance of existing or reconstructed sidewalks, street cleaning, ice control, snow removal, policing, street and sign lighting (including electricity, lamps and repairs of accident and vandalism damage), grass mowing, roadside beautification and cleaning and repair of storm water installations and the like.

8. ENTRANCE STANDARDS.

The TOWN and STATE agree that any construction or modifications to entrances and/or exits, including but not limited to the number and length of curb openings, to properties abutting State Routes 1 and 1A and STATE MAINTAINED STREETS which are constructed, reconstructed, modified, or the like, as part of new construction, reconstruction, related improvements and/or any other work; shall meet the requirements of the STATE's current "Policy and Standards for Access to State Highways" and supplements thereto.

All costs for any construction or modifications to entrances and/or exits shall be paid by the party requiring such work. No construction of any such entrance or exit or any work abutting State Routes 1 and 1A shall be permitted until a permit has been issued to the property owner by STATE. STATE hereby delegates to the TOWN the issuance of permits for entrance and exits on STATE MAINTAINED STREETS.

9. ROAD SURFACE AND SUBSTRUCTURE DISTURBANCES.

It is agreed that whenever the TOWN, its contractors, agents, successors in interest and the like propose to make or allow any disturbances to any road surface or substructure of a STATE MAINTAINED STREET, the prior written permission of the STATE must be obtained, except in the case of emergencies. In the case of emergencies, the party making such disturbance will verbally notify the STATE as soon as practicable. Any and all restorations after such disturbances are made must conform to

the STATE's current "Standard Specifications", must be subject to STATE inspection, and will be paid for by the party making such disturbances.

10. TREE AND SHRUBBERY REMOVAL.

The TOWN agrees to permit the STATE and/or or its agents to cut, trim and/or remove any and all shrubbery and trees within State Routes 1 and 1A and STATE MAINTAINED STREET right-of-way and to provide any construction easements which may be required for any construction in areas within said right-of-way or lands immediately adjacent thereto, in accordance with the plans and specifications provided therefore, and/or to provide proper sight clearance at intersections and for traffic control devices along State Routes 1 and 1A and the STATE MAINTAINED STREETS as the STATE may deem warranted.

11. BEACH LANDS.

Beach lands, currently within the control and jurisdiction of the State of Delaware, Department of Transportation, Division of Highways, including but not limited to the unpaved, dedicated portion of Dickinson Street which extends to the low water mark shall from this date forward 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. 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 the provisions herein, such JURISDICTION shall revert to the STATE.

12. CHANGE IN AGREEMENT.

The TOWN and STATE agree that no alterations, modifications or amendments to this said AGREEMENT shall be made or deemed valid unless in writing and signed by both parties.

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

ATTEST:

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION

Stephen S. Polkey
Director of Administration

Kenneth H. Justice
Secretary

H. W. Beverly
Director of Highways

ATTEST:

Roy E. Gudmundson
Town Clerk

J. Bruce Vavala
J. Bruce Vavala, Mayor

APPROVED AS TO FORM:

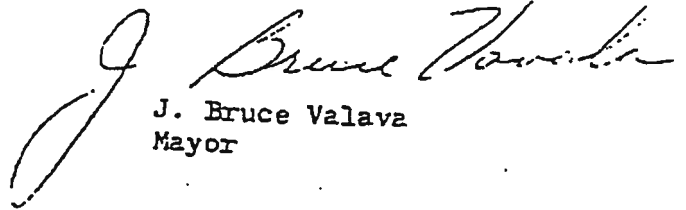
Maude A. McTigue
Deputy Attorney General

RESOLUTION

IT IS HEREBY this 6 day of May, 1983

RESOLVED by the Commissioners of Dewey Beach that the Town accept the proposed Street and Beach Maintenance Agreement and that the Mayor be authorized to execute the Agreement on behalf of the Town.

A copy of the Agreement shall be attached to the minutes of this meeting.


J. Bruce Valava
Mayor