

Tax Parcels #18-017.00-079
Prepared By & Return To:
City Secretary's Office
220 South Main Street
Newark, DE 19711

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2019 by and between **KANDRA GROUP, INC.**, parties of the first part hereto, hereinafter referred to as the "Developer," and the **CITY OF NEWARK**, a municipal corporation of the State of Delaware, party of the second part hereto, hereinafter referred to as the "City";

WITNESSETH:

THAT WHEREAS, the Developer is requesting a minor subdivision with site plan approval for the development of 0.47 +/- acres in order to demolish the existing single-family home, divide the existing parcel into two parcels and construct a semi-detached structure consisting of two single-family houses at the property located at 511 Valley Road.

WHEREAS, the proposed development shall comply with the RS zoning classification; and

WHEREAS, the City has approved the recordation and development of said Site for the purpose stated above, as shown on a plot plan prepared by Hillcrest Associates, dated September 6, 2018, and subsequently revised, (the "Plan"), attached hereto and made a part hereof by reference, subject to the conditions contained herein.

NOW, THEREFORE, in exchange for the mutual promises contained herein and for other good and valuable consideration which is hereby deemed sufficient and is acknowledged by the parties hereto, the parties mutually agree as follows with respect to the Site:

- 1) The Developer agrees to abide by the terms and conditions, if any, in Newark City Council Resolution No. 19-__, dated _____, 2019, which resolution is attached hereto and made a part hereof by reference.
- 2) The Developer agrees to abide by the terms and conditions of the City of Newark Subdivision and Development Regulations and the Newark Zoning Code as relevant provisions therein relate to the RS zoning classification and to the Development.
- 3) The Developer agrees to comply with all applicable codes, standards and specifications of the City of Newark and shall contact the Public Works and Water Resources and Electric Departments and the Code Enforcement Division as part of the building permit application and review process to ensure compliance with such requirements.

4) The Developer agrees if there are any recorded or unrecorded existing easements or rights-of-way on, under, or over the Site and which benefit the City in any fashion, such easements and rights-of-way shall not be modified or changed in any way as a result of this Agreement or the subdivision of lands covered by this Agreement without the written consent of the City, which consent shall not unreasonably be withheld, or other beneficial owners of such easements.

5) The Developer agrees to provide an open easement for utility services provided by the City of Newark.

The exact wording of said easement shall be approved by the City Solicitor and shall be recorded by the Developer in the Office of the Recorder of Deeds in and for New Castle County and submitted to the City Secretary's Office prior to the issuance of the first building permit for the Site.

6) The Developer agrees the project will be reviewed under the 2012 International Residential Code as amended, or, if the 2018 International Residential Code is enacted before submission, with the 2018 IRC. The Developer further agrees to comply with all applicable City detail standards, specifications, Building Code and Fire Code requirements.

7) The Developer agrees to submit complete architectural, structural, plumbing, HVAC, electrical and fire protection drawings to the City for review prior to permits being issued. The Developer further agrees that the architectural renderings presented to Council as part of the approval process will match the renderings submitted for a building permit.

8) The Developer agrees to provide protection of the Site and the public during construction and to have pre-demolition and pre-construction meetings with the applicable City departments. The Developer further agrees that, if applicable, a Hazardous Materials Report and proper disposal of any hazardous materials will need to be done by an approved registered contractor.

9) The Developer further agrees to submit a sequence of construction and location of the staging area for construction materials plan during the Lines and Grades Plan phase and to enclose the Site with an approved barrier during demolition and construction to ensure public safety.

10) The Developer agrees to install the required interior sprinkler system in all units and ensure the sprinkler systems are fed by an approved fire main.

11) The Developer agrees to pay all costs related to the transfer of utilities from outside providers to the City of Newark including any charges required by other utility companies for the loss of the Site as an existing customer if the City is to service the Site.

- 12) The Developer agrees to the following conditions regarding electric:
- a) To tear down the building and have Delmarva Power & Light remove all facilities before the City can supply electric service to the Site.

- b) To pay all costs needed to ensure the new smart meters will talk to the existing system.
- c) To pay all onsite material and labor costs for electric distribution. This cost is estimated to be \$14,600 and is subject to a yearly CPI escalation from the date of Council approval.
- d) To supply and install all primary and secondary conduit and cables per City standards.
- e) To plant no trees growing over eighteen feet (18') at maturity within ten feet (10') of the electric service pole on Valley Road.

13) The Developer agrees to televise the existing sanitary sewer lateral and make any necessary repairs as required by the Public Works and Water Resources Department, if it is to remain and be reused. The Developer further agrees to install a separate sanitary sewer lateral for the proposed dwelling that will not served by the existing lateral, if required.

14) The Developer agrees to revise the Limit of Disturbance (LOD) once utilities are added and to include all sidewalk, pavement and utility work in the revisions.

15) The Developer agrees to provide an Erosion and Sediment Control Plan. The plan should include applicable Delaware Department of Natural Resources and Environmental Control (DNREC) Standard Details for concrete washout, pollution control, silt fence and any other appropriate as part of the Lines and Grades Plan submission to the Public Works and Water Resources Department.

16) The Developer agrees to evaluate the sidewalk fronting the Site for ADA compliance and general condition.

17) The Developer agrees to provide an Email of No Impact (EONI) from DelDOT prior to the approval of the Lines and Grades Plan.

18) The Developer agrees that all damage to City utility infrastructure as a result of the construction associated with the Site shall be repaired to the satisfaction of the Director of Public Works and Water Resources Department or his/her designee.

19) The Developer agrees to identify all proposed plantings and include them on the plant list during the Lines and Grades Plan process.

20) The Developer agrees to provide information to the Parks and Recreation Department regarding whether existing trees on the Site are to be saved or removed during the Lines and Grades Plan process. If any of the existing trees are to remain, a tree protection plan and Newark's tree protection detail shall be provided to the Parks and Recreation Department prior to building permit approval. The Developer further agrees to map all trees eighteen inches (18") in diameter at breast height (DBH) within the portions of the Site to be developed and that those trees

shall be designated as value trees per Chapter 27, Article XXV, Landscape Screening and Treatment Requirements of the Code of the City of Newark, Delaware.

21) The Developer agrees that the building and site plan attributes shown on this subdivision plan comply with the applicable subdivision and zoning code regulations of the City of Newark. Recording of this plan in the New Castle County Office of the Recorder of Deeds does not ensure or guarantee constructability. Complete building permit applications and site Lines and Grades Plans, meeting all applicable City, State, and Federal code regulations must be submitted to and approved by the City of Newark prior to obtaining building permits. Changes to the subdivision plan may be required from issues arising at the building permit stage, and a re-subdivision may be required prior to the issuance of building permits.

22) This Agreement may be modified, but only with the written approval of both the Newark City Council and the Developer, their successors and assigns.

23) The provisions of this Agreement shall be severable. If any provision of this Agreement is found by any court to be void or unenforceable, the remaining provisions hereof shall remain valid and in full force and effect.

24) This Agreement shall be interpreted pursuant to the Laws of the State of Delaware and shall be binding upon the heirs, successors in interest, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the day and year aforesaid.

WITNESS:

By: _____

Kandra Group, Inc.

ATTEST:

CITY OF NEWARK

City Secretary

City Manager

STATE OF DELAWARE

SS.

NEW CASTLE COUNTY

BE IT REMEMBERED, that on this ___ day of _____, in the year of Our Lord, two thousand and nineteen, personally came before me, a Notary Public for the State and County aforesaid, _____, representing **KANDRA GROUP, INC.**, party to this Indenture, known to me personally to be such, and does acknowledge this Indenture to be his act and deed and the act and deed of said corporation.

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

Notary Public

STATE OF DELAWARE

SS.

NEW CASTLE COUNTY

BE IT REMEMBERED, that on this ___ day of _____, in the year of Our Lord, two thousand and nineteen personally came before me, the subscriber, a Notary Public for the State and County aforesaid, **THOMAS COLEMAN**, City Manager of the City of Newark, Delaware, party of the second part to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of the Council of Newark; that the signature of the Acting City Manager is in his own proper handwriting; that the seal affixed is the Seal of the City of Newark; and, that his act of signing, sealing, executing, acknowledging, and delivering said Indenture was duly authorized by order of said Council of the City of Newark.

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

Notary Public

**CITY OF NEWARK
DELAWARE**

RESOLUTION NO. 19-__

MINOR SUBDIVISION OF 511 VALLEY ROAD

WHEREAS, the Planning Commission, pursuant to Subdivision and Development Regulations adopted September 11, 1978, with various revisions to date, has transmitted to Council a report dated July 31, 2019, regarding an application from Kandra Group, Inc. (hereinafter the Developer) for the minor subdivision of 511 Valley Road, as shown on the plot plan prepared by Hillcrest Associates, dated September 6, 2018, and as subsequently revised, attached hereto and made a part hereof, subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newark, that final approval of the above-mentioned plot plan showing the proposed subdivision, complying with the RS zoning classification, be and the same is hereby granted upon the terms and conditions of the Subdivision and Development Regulations of the City of Newark.

BE IT FURTHER RESOLVED that said approval is granted upon the following conditions:

a) The Developer agrees to comply with all applicable codes, standards and specifications of the City of Newark and shall contact the Public Works and Water Resources and Electric Departments and the Code Enforcement Division as part of the building permit application and review process to ensure compliance with such requirements.

b) The Developer agrees if there are any recorded or unrecorded existing easements or rights-of-way on, under, or over the Site and which benefit the City in any fashion, such easements and rights-of-way shall not be modified or changed in any way as a result of this Agreement or the subdivision of lands covered by this Agreement without the written consent of the City, which consent shall not unreasonably be withheld, or other beneficial owners of such easements.

c) The Developer agrees to provide an open easement for utility services provided by the City of Newark.

The exact wording of said easement shall be approved by the City Solicitor and shall be recorded by the Developer in the Office of the Recorder of Deeds in and for New Castle County and submitted to the City Secretary's Office prior to the issuance of the first building permit for the Site.

d) The Developer agrees the project will be reviewed under the 2012 International Residential Code as amended, or, if the 2018 International Residential Code is enacted before

submission, with the 2018 IRC. The Developer further agrees to comply with all applicable City detail standards, specifications, Building Code and Fire Code requirements.

e) The Developer agrees to submit complete architectural, structural, plumbing, HVAC, electrical and fire protection drawings to the City for review prior to permits being issued. The Developer further agrees that the architectural renderings presented to Council as part of the approval process will match the renderings submitted for a building permit.

f) The Developer agrees to provide protection of the Site and the public during construction and to have pre-demolition and pre-construction meetings with the applicable City departments. The Developer further agrees that, if applicable, a Hazardous Materials Report and proper disposal of any hazardous materials will need to be done by an approved registered contractor.

g) The Developer further agrees to submit a sequence of construction and location of the staging area for construction materials plan during the Lines and Grades Plan phase and to enclose the Site with an approved barrier during demolition and construction to ensure public safety.

h) The Developer agrees to install the required interior sprinkler system in all units and ensure the sprinkler systems are fed by an approved fire main.

i) The Developer agrees to pay all costs related to the transfer of utilities from outside providers to the City of Newark including any charges required by other utility companies for the loss of the Site as an existing customer if the City is to service the Site.

- j) The Developer agrees to the following conditions regarding electric:
- 1) To tear down the building and have Delmarva Power & Light remove all facilities before the City can supply electric service to the Site.
 - 2) To pay all costs needed to ensure the new smart meters will talk to the existing system.
 - 3) To pay all onsite material and labor costs for electric distribution. This cost is estimated to be \$14,600 and is subject to a yearly CPI escalation from the date of Council approval.
 - 4) To supply and install all primary and secondary conduit and cables per City standards.
 - 5) To plant no trees growing over eighteen feet (18') at maturity within ten feet (10') of the electric service pole on Valley Road.

k) The Developer agrees to televise the existing sanitary sewer lateral and make any necessary repairs as required by the Public Works and Water Resources Department, if it is to remain and be reused. The Developer further agrees to install a separate sanitary sewer lateral for the proposed dwelling that will not served by the existing lateral, if required.

l) The Developer agrees to revise the Limit of Disturbance (LOD) once utilities are added and to include all sidewalk, pavement and utility work in the revisions.

m) The Developer agrees to provide an Erosion and Sediment Control Plan. The plan should include applicable Delaware Department of Natural Resources and Environmental Control (DNREC) Standard Details for concrete washout, pollution control, silt fence and any other appropriate as part of the Lines and Grades Plan submission to the Public Works and Water Resources Department.

n) The Developer agrees to evaluate the sidewalk fronting the Site for ADA compliance and general condition.

o) The Developer agrees to provide an Email of No Impact (EONI) from DelDOT prior to the approval of the Lines and Grades Plan.

p) The Developer agrees that all damage to City utility infrastructure as a result of the construction associated with the Site shall be repaired to the satisfaction of the Director of Public Works and Water Resources Department or his/her designee.

q) The Developer agrees to identify all proposed plantings and include them on the plant list during the Lines and Grades Plan process.

r) The Developer agrees to provide information to the Parks and Recreation Department regarding whether existing trees on the Site are to be saved or removed during the Lines and Grades Plan process. If any of the existing trees are to remain, a tree protection plan and Newark's tree protection detail shall be provided to the Parks and Recreation Department prior to building permit approval. The Developer further agrees to map all trees eighteen inches (18") in diameter at breast height (DBH) within the portions of the Site to be developed and that those trees shall be designated as value trees per Chapter 27, Article XXV, Landscape Screening and Treatment Requirements of the Code of the City of Newark, Delaware.

s) The Developer agrees that the building and site plan attributes shown on this subdivision plan comply with the applicable subdivision and zoning code regulations of the City of Newark. Recording of this plan in the New Castle County Office of the Recorder of Deeds does not ensure or guarantee constructability. Complete building permit applications and site Lines and Grades Plans, meeting all applicable City, State, and Federal code regulations must be submitted to and approved by the City of Newark prior to obtaining building permits. Changes to the subdivision plan may be required from issues arising at the building permit stage, and a re-subdivision may be required prior to the issuance of building permits.

RESOLVED at a Regularly Scheduled Meeting on _____, 2019.

VOTE: __ to __.

Mayor

Attest:

City Secretary

Renee K. Bensley

From: Mary Ellen Gray
Sent: Sunday, August 18, 2019 12:17 PM
To: Renee K. Bensley
Subject: FW: History of 511 Valley Road in Newark
Attachments: 511-Valley-Road-report.pdf

Renee -

Here's the original email from Mr. Jones for your reference. -

MEG

Mary Ellen Gray, AICP

Director of Planning and Development, City of Newark

302.366.7000 x2040 | 220 South Main Street | Newark, DE 19711 www.newarkde.gov | @CityofNewarkDE

-----Original Message-----

From: Jones, James <JJones@wcupa.edu>

Sent: Friday, August 16, 2019 12:53 PM

To: horningfornewark@gmail.com

Cc: asilverman@aetnahhl.org; lawhornfornewark@gmail.com; Mary Ellen Gray <MGray@newark.de.us>

Subject: History of 511 Valley Road in Newark

Dear Mr. Horning,

Alan Silverman of the City of Newark Planning Commission passed on your email concerning the research I provided on the age of the house at 511 Valley Road. I have formatted my research as a stand-alone PDF file suitable for adding to your Council document package.

As an aside, I earned a PhD in History at the University of Delaware and retired after 25 years of teaching at West Chester University in Pennsylvania. During that time, I conducted a lot of original research on West Chester history that resulted in two books, numerous articles and several radio broadcasts. I have begun to do the same in Newark, most notably by preparing a series of historical walking tours that I offer on the "Second Saturday" of months with good weather.

If you or your colleagues have further questions about 511 Valley Road or other topics in Newark history, let me know and I'll see what I can find out.

Best regards,

Jim Jones

Emeritus Professor of History

West Chester University

This e-mail message was sent from a retired or emeritus status employee of West Chester University.

Report on 511 Valley Road

Prepared by Jim Jones, PhD (jjones@wcupa.edu)
Professor Emeritus of History at West Chester University of PA
Prepared on August 15, 2019

I was asked for an opinion on the age of a house located at 511 Valley Road. Using public documents, I have attempted to answer the question.

A. The New Castle County Recorder of Deeds listing for “parcel information” for 511 Valley Road includes a section called “residence characteristics” that states, among other things, that the house was built in 1820, but includes a two-bay garage, asphalt shingle roof, and 1.5 bathrooms, among other “modern” attributes. If the house was built in 1820, then the other characteristics show that it has been modified. But in my experience, County Recorder estimates for construction years prior to World War II should be treated with skepticism, since they are not based on land development plans with known dates. That is especially true for construction in the 19th century.

B. I reviewed ten deeds for this property, starting in 1962 with Deed O71, pages 1-2 (Anna E. Leahy, widow, to Gerald R. & Joan P. Leahy on July 3, 1962) and working “backward” in time to 1843 with Deed L5, pages 177-179 (New Castle County Sheriff Washington E. Moore to Thomas Bradley on June 3, 1843). For most of that period (between 1884 and 1946), the property was part of a parcel than contained just under 38 acres, described on the deeds as “thirty-seven acres, three roods and thirty-three perches.” References in this memo to “38-acres” are equivalent to the more detailed description that appeared in deeds.

This is a summary of information in the deeds.

- 1) July 3, 1962: the property consisted of “All that certain lot, piece or parcel of land with the buildings thereon erected ... containing 4.007+/- acres.” (Deed O71/1-2)
- 2) December 20, 1946: the property consisted of “All that certain lot, piece or parcel of land with the buildings thereon erected ... containing thirty-seven acres, three roods and thirty-three perches of land, more or less.” (Deed L46/209-210) Note that a “rood” is one quarter of an acre and also equal to 40 square perches, so this lot was nearly 38 acres in size.
- 3) June 14, 1944: “All that certain lot, piece or parcel of land with the buildings thereon erected ... containing thirty-seven acres, three roods and thirty-three perches of land, more or less” for \$5,500. (Deed N44/3-4)
- 4) March 3, 1932: “All that certain lot, piece or parcel of land with the buildings thereon erected ... containing thirty-seven acres, three roods and thirty-three perches of land, more or less” for \$5,000. (Deed A38/393-394) Note that this is the first deed to mention buildings on the property, but it did not specify that there was a “messuage” (legalese for “dwelling”).

5) October 9, 1925: "All that tract, piece or parcel of land described as follows ... containing thirty-seven acres, three roods and thirty-three perches of land, more or less" for \$3,700. (Deed O33/507-509) Note: There is no mention of any buildings on the land. The buyers lived in Wilmington and the sellers in White Clay Creek Hundred.

6) March 22, 1923: "All that tract, piece or parcel of land described as follows ... containing thirty-seven acres, three roods and thirty-three perches of land, more or less" for \$4,000. (Deed W31/57-59).

7) April 22, 1884: "All that tract, piece or parcel of land described as follows ... containing thirty-seven acres, three roods and thirty-three perches" for \$1,425 from a seller who lived in Wilmington. (Deed Z12/120-122)

8) September 11, 1845: "All that tract, piece or parcel of land described as follows ... containing thirty-seven acres, three roods and thirty-three perches" for \$189.78. (Deed P5/448-449) The land was divided away from a larger parcel of "about one hundred acres."

9) September 16, 1843: "All that tract of land situate in White Clay Creek Hundred and County of New Castle aforesaid, bounded as follows ... containing about one hundred acres of land be the same more or less" for \$665. (Deed L5/422-424). Note: The sales price, \$665 for about 100 acres, yields a price of \$6.65 per acre. Two years later (see previous deed) a bit less than 38 acres sold for \$189.78, or roughly \$5 per acre. So it seems unlikely that the smaller (less than 38 acres) parcel included much in the way of improvements, such as a house, in 1845.

10) June 3, 1843: At a sheriff's sale, the owner of the neighboring property bought two properties including "a tract or parcel of land situate in White Clay Creek Hundred ... bounded by lands of Thomas Bradley, Thomas Holland Junior, Allen Steele, Andrew Stewart, James McEwen and the Maryland line, containing one hundred acres be the same more or less" for \$390. (Deed L5/177-179)

Based on the information in these deeds, I believe that the first buildings were constructed prior to 1932 on the 38-acre parcel that included this property, (while it was owned by Aleksander & Franciszka Korwek of Wilmington), but I cannot say for certain whether they included the house at 511 Valley Road or were located elsewhere on the 38 acres. Fortunately, a review of maps of the area yields additional evidence.

C. Review of map data:

1) The 1849 Rea & Price map of New Castle County shows residences belonging to neighboring property owners T, Steele, Thomas Holland Jr., Andrew Stewart, and J. McEwen, but nothing for James Croes, owner of the 100-acre parcel that includes the site of 511 Valley Road.

2) The 1868 Beers Atlas map of White Clay Creek Hundred, show residences belonging to G.

Crow and J. Crow, presumably James Croes who bought the property in 1843 and his brother George S. Croes, to whom he sold the property in 1845. The map does not show Valley Road, but it shows both residences west of the Christina River and south of Valley Stream.

3) The 1893 Baist Atlas map of White Clay Creek Hundred shows a residence owned by "Jas. Croes" on a 38-acre parcel. The residence is on the south side of Valley Road, east of 511 Valley Road, in between the modern houses at 21 Kayser Court and 1 Queen Anne Drive. Note: In 1884, George S. Croes sold the 38-acre parcel to James Croes Jr. The George Croes residence also appears on this map in the same location as on the 1868 map.

4) The 1921 USGS Survey map (Sheet 861-N-III-W/2 "Elkton Quadrangle"; based on 1896 data) shows a single unidentified structure in the vicinity of the "G. Crow" residence shown on the 1868 map. It also shows Valley Road to the west of the unidentified structure, but there are no structures near the portion that runs in front of 511 Valley Road.

5) The 1953 USGS Survey map (Sheet AMS 5863 III NE - Series V832 "Newark West Quadrant") shows two buildings along the south side of Valley Road where it turns from ESE to SE. Either could be 511 Valley Road.

Based on the information in these maps, 511 Valley Road did not exist during the time (1843 until at least 1896) when the Croes family owned the 38-acre property located between Christine Manor and the state line.

CONCLUSION: The house at 511 Valley Road was most likely constructed in the first half of the 20th century and has been extensively modified since that time.