### Wilmington, Delaware December 5, 2024

#0512WHEREAS, pursuant to City Charter Section 1-101, the City may acquire, hold,Sponsor:manage, and dispose of property on such terms as it deems proper for any municipal purpose;Council<br/>Member<br/>OliverandWHEREAS, City Code Section 2-627 authorizes the Department of Public Works,

where AS, City Code Section 2-627 authorizes the Department of Public Works, subject to the approval of Council by resolution, to grant such easements as shall be necessary to facilitate the construction, maintenance, operation, and/or repair of streets, roads, sidewalks, and/or other public rights-of-way; and

WHEREAS, the City currently owns the right-of-way at the 1000 block of North Orange Street (the "Right-of-Way"); and

WHEREAS, BPG Office Partners VIII LLC ("BPG"), the owner of the property adjacent to the Right-of-Way (namely 1007 North Orange Street, Wilmington, Delaware 19801, being Tax Parcel No. 26-028.40-096), would like to make certain improvements to a portion of the Right-of-Way including, but not limited to, the installation of a residential drop off lane, pavers, and curb cuts (collectively, the "Improvements"); and

WHEREAS, BPG has requested for the City to grant it an easement to accommodate the Improvements, as set forth in a proposed agreement between the City and BPG (the "Rightof-Way Easement Agreement"), a copy of which, in substantial form, is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, City Council deems it necessary and appropriate to approve the grant of an easement to BPG as set forth in the Right-of-Way Easement Agreement.

#### NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY

**OF WILMINGTON** that the City's grant of an easement to BPG in the Right-of-Way for BPG to make the Improvements pursuant to the terms of the Right-of-Way Easement Agreement, a copy of which, in substantial form, is attached hereto and incorporated herein as Exhibit A, is hereby approved.

**BE IT FURTHER RESOLVED** that the Mayor, or his designee, is hereby authorized to execute any and all documents necessary to effectuate the grant of the easement, and the appropriate officers of the City are hereby authorized to take any and all further undertakings and assurances that may be appropriate.

Passed by City Council,

ATTEST: \_\_\_\_\_ City Clerk

SYNOPSIS: This Resolution approves the City's grant of an easement to BPG Office Partners VIII LLC in the right-of-way located at the 1000 block of North Orange Street to accommodate the construction and maintenance of certain improvements.

W0127051

### **EXHIBIT A**

Tax Parcel Nos: 26-028.40-096 and Portion of the Right-of-Way Comprising the 1000 Block of North Orange Street

<u>Prepared by and Return to:</u> Elizabeth D. Power, Esquire City of Wilmington Law Department 800 North French Street, 9<sup>th</sup> Floor Wilmington, DE 19801

#### **RIGHT-OF-WAY EASEMENT AGREEMENT**

THIS RIGHT-OF-WAY EASEMENT AGREEMENT (this "<u>Agreement</u>") is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2024 by and between the CITY OF WILMINGTON, a municipal corporation of the State of Delaware (the "<u>Grantor</u>" or the "<u>City</u>"), and BPG OFFICE PARTNERS VIII, LLC, a Delaware limited liability company (the "<u>Grantee</u>").

WHEREAS, the Grantor owns the right-of-way located at the 1000 block of North Orange Street (the "<u>Right-of-Way</u>");

WHEREAS, the Grantee owns an adjacent parcel of land and the building(s) situated thereon having an address of 1007 North Orange Street, Wilmington, Delaware 19801, being Tax Parcel No. 26-028.40-096 (the "Grantee's Land");

WHEREAS, the Grantee desires to make certain improvements to the Right-of-Way, including, but not limited to, installing a residential drop off lane, pavers, and curb cuts on a portion of the Right-of-Way, as detailed on Exhibit A, which is attached hereto and incorporated herein;

WHEREAS, the Grantee requires a permanent easement in the Right-of-Way in order to install and maintain such improvements; and

WHEREAS, the Wilmington City Council has approved by resolution the granting of the easement set forth in this Agreement.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby and by the foregoing recitals, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, promise and agree to the following:

1. <u>Easement</u>. The Grantor hereby gives, grants, and conveys to the Grantee a non-exclusive easement over, upon, and across the Right-of-Way as specifically depicted in Exhibit "A" attached hereto and incorporated by reference herein (the "<u>Easement</u>") in order to construct, install, maintain, repair, replace, and remove certain improvements, including, but not limited to, the installation and maintenance of a residential drop off lane, pavers, and curb cuts on a portion of the Right-of-Way, as more fully depicted on Exhibit "A" attached hereto and incorporated by reference herein (collectively, the "<u>Improvements</u>").

2. <u>Approval of the Commissioner of Public Works</u>. The Grantee shall obtain the written approval of the Commissioner of Public Works (the "<u>Commissioner</u>") prior to (i) installing each and every one of the Improvements, (ii) altering any of the Improvements, or (iii) removing any of the Improvements.

3. <u>Installation and Maintenance of the Improvements</u>. The Grantee shall be responsible, at the Grantee's sole cost and expense, for the construction, installation, maintenance, repair, replacement, and removal of the Improvements.

4. <u>Snow Removal</u>. The Grantor shall not be responsible for any snow removal or repair within the Easement. The Grantee shall be responsible for any and all snow removal and repair in the Easement at the Grantee's sole cost and expense.

5. <u>Right of Grantor to Request Alteration or Removal of Certain Improvements</u>. The Grantor shall have the right to require that the Grantee, at the Grantee's sole cost and expense, alter or remove certain of the Improvements if the Commissioner deems such alteration or removal necessary for any public purpose or the event of an emergency. In such an event (except in the event of an emergency), the Grantor shall provide the Grantee with thirty (30) days' written notice of such demand.

6. <u>Reservation of Rights</u>. The Grantor expressly retains for itself, any and all utilities, and members of the public full rights to the use of the Right-of-Way for any lawful purposes that do not interfere with, or impede the use of, the Easement granted to the Grantee herein, including by way of example but not limitation, the right to utilize the Right-of-Way for continued ingress, egress, and regress.

7. Abandonment of Easement; Default. If the Grantee, or its successors and permitted assigns, ever abandons the Improvements or defaults on its obligations under this Agreement, the Easement as set forth in Section 1 above shall automatically terminate, be null and void, and will no longer encumber the Right-of-Way of the Grantor. "Abandonment" has its plain and legal meaning but includes the following: the failure to maintain the Improvements to the standards required by all applicable statutes, ordinances, and regulations or if the Grantee ceases to use the building(s) on the Grantee's Land for residential purposes. If the Grantee, or its successors and permitted assigns, abandons the Improvements or if this Agreement otherwise terminates, the Grantee, its successors or permitted assigns, shall, at the Grantee's sole cost and expense, remove the Improvements and restore the Right-of-Way to its condition before the installation of the Improvements, or, alternatively, shall be liable to the Grantor for the full amount of the cost to the Grantor of restoring the Right-of-Way to its pre-installation condition, which total cost shall constitute a lien on the Grantee's Land. The Grantee shall notify the Grantor in writing of its intent to abandon the Improvements at least ninety (90) days before it takes any action that is reasonably likely to cause an abandonment of the Improvements, or, if appropriate, immediately following the discovery of any change or condition that necessitates an abandonment of the Easement.

8. <u>Termination of Easement by the Grantor</u>. The Grantor shall have the right to terminate the Easement upon thirty (30) days' written notice to the Grantee for any public purpose deemed

necessary by the Commissioner. The thirty-day notice requirement shall not apply to any situation deemed by the Commissioner to be an emergency.

9. <u>No Encumbrances or Assignments</u>. The Grantee shall not encumber or assign the Easement without the express prior written approval of the Grantor.

10. <u>No Third-Party Beneficiaries</u>. Notwithstanding anything contained in this Agreement to the contrary, this Agreement is solely for the benefit of the parties hereto, their successors and permitted assigns, and shall not benefit any third party or create or operate to create, either expressly or impliedly any rights, title, or interests hereunder in favor of any third party.

11. <u>Indemnification</u>. The Grantee shall defend, indemnify, and hold the Grantor, its officers, agents, and employees, safe and harmless from and against from any and all losses, costs, damages, claims, actions, or liabilities on account of the death or injury of any person or persons and/or any and all damage or destruction of any property on the Easement whenever such death, injury, property damage, or destruction arises from or grows out of the exercise of the Grantee's rights herein. This section shall survive any subsequent termination of this Agreement.

12. <u>Insurance</u>. The Grantee shall carry commercial general liability insurance with commercially reasonable limits of not less than One Million Dollars (\$1,000,000.00) with contractual liability sufficient to cover the Grantee's obligations pursuant to Section 11 of this Agreement. The Grantee shall name the Grantor as an additional insured on the Grantee's insurance policy. A copy of the certificate of insurance shall be provided to the Grantor.

13. <u>Permits</u>. The Grantee, at the Grantee's sole cost and expense, shall obtain all required permits for the construction, installation, use, maintenance, repair, replacement, and removal of the Improvements.

14. <u>Applicable Law</u>. The Grantee shall abide by all laws and regulations whatsoever in effect which govern the construction, installation, use, maintenance, repair, replacement, and removal of the Improvements. In the event the Grantee fails to comply with any such law or regulation, the Grantor shall be afforded all rights and remedies available at law, including, but not limited to, the right to cure any unlawful condition at the sole expense of the Grantee, and, in its discretion, to terminate this Agreement and the Easement it grants.

15. <u>Notices</u>. All notices under this Agreement shall be in writing and sent prepaid by (i) certified mail, return receipt requested, (ii) overnight courier of national or regional recognition (such as UPS or Federal Express) or (iii) personal delivery or courier. The written notice shall to the extent practicable cite to the applicable term of this Agreement and must in all cases be accompanied by a copy of the fully executed Agreement:

(a) If intended for the City of Wilmington (the Grantor):
City of Wilmington
Department of Public Works
800 North French Street, Sixth Floor
Wilmington, DE 19801
Attn: Commissioner

- with a copy to -

City of Wilmington Law Department 800 North French Street, Ninth Floor Wilmington, DE 19801 Attn: City Solicitor

(b) If intended for BPG Office Partners VIII LLC (the Grantee):

Attn:

16. Miscellaneous.

(a) If any provision of this Agreement, or the application thereof to any person or circumstances, is or shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to any other persons or circumstances, shall not be affected thereby.

(b) The section headings in this Agreement are for convenience only, do not define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part thereof.

(c) This Agreement shall be binding upon the parties and their successors and permitted assigns in title and inure to the benefit of the parties and their employees, successors, permitted assigns, independent contractors, and agents and its terms shall run with the land.

(d) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. All disputes in connection with this Agreement shall be resolved by a court of competent jurisdiction located New Castle County, Delaware.

(e) This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

(f) This Agreement may not be modified, changed, or supplemented, nor may any of the obligations and rights be waived, except by written instrument signed by both parties to this Agreement.

(g) This Agreement may be executed in one or more counterparts, and all counterpartsigned documents shall be deemed to be an original and one (1) instrument.

(h) This Agreement shall be recorded in the office of the Recorder of Deeds for New Castle County, Delaware.

[signature page follows]

IN WITNESS WHEREOF, the parties executed this Agreement under seal on the date first above written.

#### **CITY OF WILMINGTON**

Witness

By: \_\_\_\_\_(SEAL) Name: Kelly A. Williams Title: Commissioner of Public Works

[CORPORATE SEAL]

State of Delaware)) ss.County of New Castle)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, there did appear before me, a Notary Public for the State and County aforesaid, Kelly A. Williams, Commissioner of Public Works of the City of Wilmington, who did execute the foregoing Right-of-Way Easement Agreement on behalf of the City of Wilmington.

Notary Public

[signatures continue on next page]

#### **BPG OFFICE PARTNERS VIII LLC**

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

[CORPORATE SEAL]

State of Delaware ) ) ss. County of New Castle )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, there did appear before me, a Notary Public for the State and County aforesaid, \_\_\_\_\_, the \_\_\_\_\_ of BPG OFFICE PARTNERS VIII, LLC, who did execute the foregoing Right-of-Way Easement Agreement on behalf of the BPG OFFICE PARTNERS VIII LLC.

Notary Public

W0127016

### **EXHIBIT A**

# **ORANGE STREET IMPROVEMENTS CIVIL - 100% CONSTRUCTION DOCUMENTS**

# **EXISTING DETAIL**

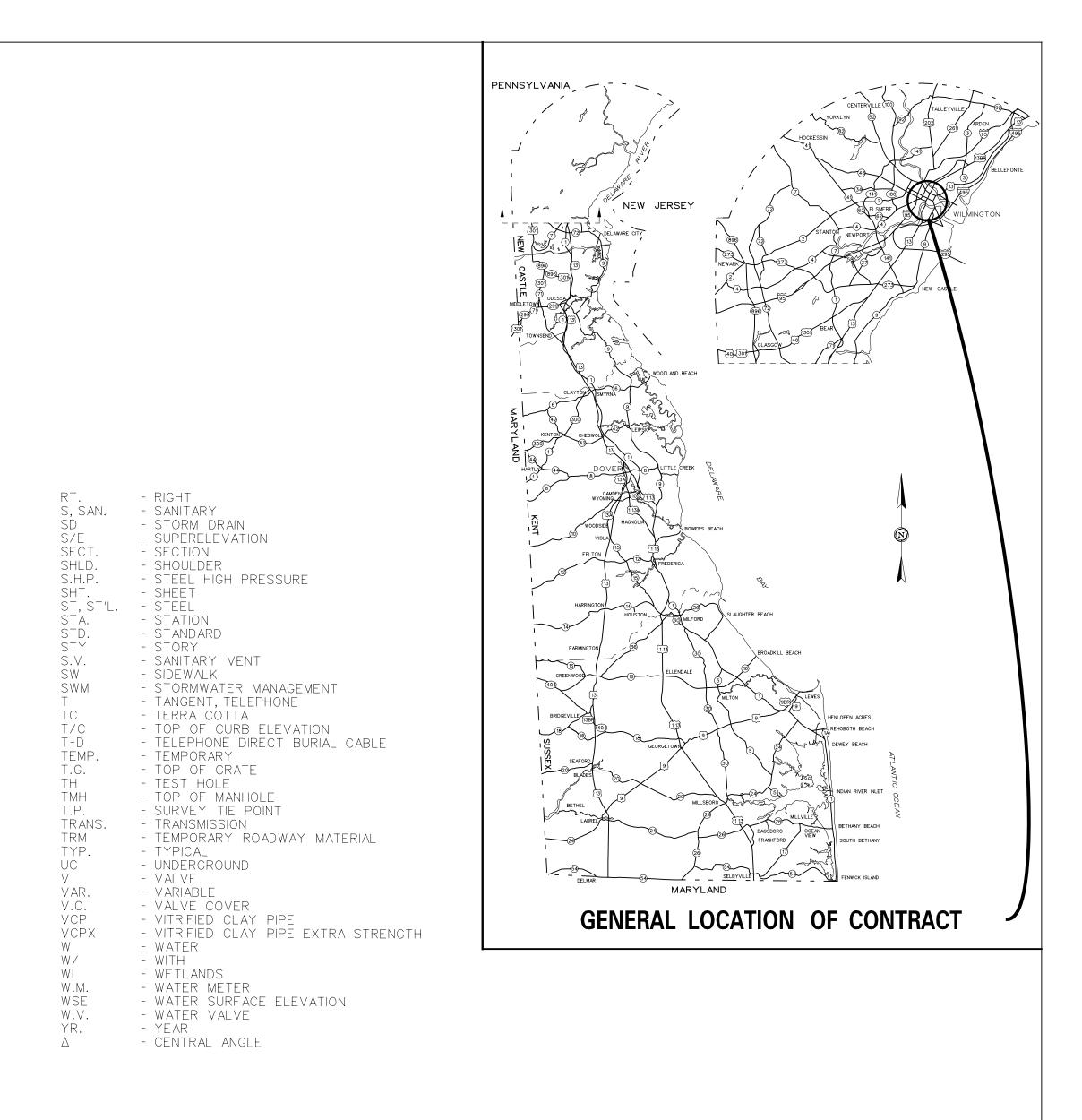
$\bigtriangleup$	SURVEY TRAVERSE POINT	(TYPE LABEL)	CURB
O	POINT OF TANGENCY & CURVATURE	(TYPE LABEL)	INTEGRAL CURB & GUTTER
T.P.	SURVEY TIE POINT LOCATION		FLEXIBLE PAVEMENT EDGE
B.M.	BENCH MARK LOCATION		RIGID PAVEMENT EDGE
+	SOIL BORING LOCATION - PLAN VIEW		STEEL BEAM GUARD RAIL
	MARSH OR WET AREAS	_0	WOOD POST AND CABLE GUARD RAIL
علد	LAWN	D.I.	STORM DRAINAGE SURFACE INLET
Ø	SMALL BUSH OR ORNAMENTAL SHRUB	$\bigcirc$	STORM DRAINAGE MANHOLE
$\mathbf{X}$	CONIFEROUS TREE 6" AND LARGER	J.B.	STORM DRAINAGE JUNCTION BOX
	DECIDUOUS TREE 6" AND LARGER		.) Existing drainage pipe And flow arrow
	HEDGEROW OR THICKET		DRAINAGE PIPE HEADWALL
un	WOODS LINE	00 00	EROSION CONTROL STONE
G	GAS MANHOLE	00	STREAM, DITCH OR POND BOUNDARY
S	SANITARY SEWER MANHOLE		STREAM FLOW DIRECTION ARROW
()	TELEPHONE MANHOLE	SIGN	TRAFFIC CONTROL SIGN POST
Ē	ELECTRIC MANHOLE	0	TRAFFIC SIGNAL SUPPORT BASE
F.H. -¢	FIRE HYDRANT		TRAFFIC SIGNAL CONTROL BOX AND/OR BASE
В	TELEPHONE BOOTH	J.W.	TRAFFIC SIGNAL CONDUIT JUNCTION WELL
0->	UTILITY POLE GUY WIRE ANCHOR	E	ELECTRIC TRANSFORMER
G.V.	GAS VALVE	TV	CABLE TELEVISION DISTRIBUTION BOX
$\mathbb{W}_{O}$	WATER VALVE	C.M. ⊡	CONCRETE MONUMENT OR PROPERTY MARKER
$\bigotimes$	WOOD POLE	I.P.	PROPERTY LINE MARKER
W.M.	WATER METER		STONE PILLAR - CONC. BLOCK OR POURED
VENT	SANITARY SEWER VENT	X	STRAND OR WOVEN WIRE FENCE
S.V.	SANITARY SEWER SURFACE FIXTURE	o	WOODEN FENCE
T	TELEPHONE TEST POINT		LUMINAIRE SUPPORT POLE AND/OR BASE
G.M.	GAS METER	———— <i>R</i> / <i>W</i> ———	EXISTING RIGHT OF WAY
=¢-	POLE MOUNTED LUMINAIRE		EXISTING PROPERTY LINE

# **ABBREVIATIONS**

	AE	<ul> <li>AERIAL EASEMENT</li> <li>AXIS OF ROTATION</li> <li>ASPHALT</li> <li>BITUMINOUS</li> <li>BASELINE</li> <li>BASELINE OF CONSTRUCTION</li> <li>BOULEVARD</li> <li>BENCH MARK</li> <li>CABLE TV, CUT</li> <li>CATCH BASIN</li> <li>CENTER TO CENTER</li> <li>CONCRETE CURB</li> <li>CONCRETE CURB &amp; GUTTER</li> <li>CONCRETE GUTTER</li> </ul>	GRC	- GRANITE CURB
	A/R	- AXIS OF ROTATION	G.V.	- GAS VALVE
	ASPH	- ASPHALT	H.G.	- HYDRAULIC GRADIENT
	BIT.	- BITUMINOUS	H.P.	- HIGH POINT
	₽	- BASELINE	HSA	- HOLLOW STEM AUGER
	B CONS FR	R BASELINE OF CONSTRUCTION	INV.	- INVERT
	BLVD.	- BOULEVARD	IRR.	- IRRIGATION
	B.M.	- BENCH MARK	J.B.	- JUNCTION BOX
	C	- CABLE IV, CUI	J.W.	- JUNCTION WELL
	С.В.	- CAICH BASIN		- LENGTH, LIGHTING - LANDSCAPING
		- CONCRETE CURR	LANDSC.	- LAWN BASIN
		- CONCRETE CURR & CUTTER	L.D.   F.V	- LEVEL
	CG	- CONCRETE CUTTER		- LINEAR FEET
	CHW	- CONCRETE HEADWALL	L.I .   P	- LOW POINT
ARD RAIL	CIP	- CAST IRON PIPE		- LUMP SUM
	CL	- CLEAR	L.J. I T	- LEFT
	Ũ L	- CENTERI INF	MAX	- MAXIMUM
NLET	ČLF	- CONCRETE CURB & GUTTER - CONCRETE GUTTER - CONCRETE HEADWALL - CAST IRON PIPE - CLEAR - CENTERLINE - CHAIN LINK FENCE - CONCRETE MONUMENT - CORRUGATED METAL PIPE - CORRUGATED METAL PIPE	MC	
	Č.M.	- CONCRETE MONUMENT	MET	- METAL
		- CORRUGATED METAL PIPE	MGR	
	СМРА	<ul> <li>CORRUGATED METAL PIPE</li> <li>CORRUGATED METAL PIPE ARCH</li> <li>CONSTRUCTION</li> <li>CONCRETE</li> <li>CONCRETE PIPE</li> <li>CONCRETE SIDEWALK</li> <li>CENTER TO CENTER</li> <li>DETERMINED ACCORDING TO RECORDS</li> <li>DIRECT BURIAL</li> <li>DIRECT BURIAL CABLE</li> <li>DELAWARE DEPARTMENT OF HIGHWAYS</li> </ul>	MIN.	- MINIMUM
	CON.	- CONSTRUCTION	MOD.	- MODIFIED
	CONC.	- CONCRETE	NAP	- NO ASSOCIATED PIPING
BOX	CP	- CONCRETE PIPE	N/C	- NORMAL CROWN
	CSW	- CONCRETE SIDEWALK	0.D.	- OUTER DIAMETER
	C.TO C.	- CENTER TO CENTER	ОН	- OVERHEAD
	DATR	- DETERMINED ACCORDING TO RECORDS	ORN.	- ORNAMENTAL
	DB	- DIRECT BURIAL	P.C.	- POINT OF CURVATURE
	DBC	- DIRECT BURIAL CABLE	P.C.C.	- POINT OF COMPOUND CURVE
		- DELAWARE DEPARTMENT OF HIGHWAYS	P.C.C.	- PORTLAND CEMENT CONCRETE
	DEPR.	- DELAWARE DEPARTMENT OF HIGHWAYS - DEPRESSED - DRILL HOLE - DRAINAGE INLET - DUCTILE IRON PIPE - DISTRIBUTION - DWELLING (HOUSE)	P/GA	- POINT OF GRADE APPLICATION
	DH	- DRILL HOLE	PGL	- PROFILE GRADE LINE
	DI	- DRAINAGE INLET	PI	- POINT OF INTERSECTION
	D.I.P.	- DUCTILE IRON PIPE	ΡK	- PK NAIL
UNDARY	DISTR.	- DISTRIBUTION	P.O.C.	- POINT ON CURVE
ONDART	DWLG.	- DWELLING (HOUSE)	Р.О.Т.	- POINT ON TANGENT
		- EXTERNAL, ELECTRICAL	P.O.V.T.	- POINT ON VERTICAL TANGENT
RROW		- ELECTRICAL DIRECT BURIAL CABLE	PROP.	- PROPOSED
	EDA	- EXISTING DENIAL OF ACCESS LINE	P.T.	- POINT OF TANGENCY
		- ELEVATION	P.V.C.	- POINT OF VERTICAL CURVATURE
Т	ELLIP.	- Elliptical	P.V.R.C.	- POINT OF VERTICAL REVERSING CURVI
	ENTR.	- ENTRANCE	P.V.T.	- POINT OF VERTICAL TANGENCY
ASE	EPE	- EXISTING PERMANENT EASEMENT	R	- RADIUS
ASL	E.&S.C.	- EROSION AND SEDIMENT CONTROL	RCEP	- REINFORCED CONCRETE ELLIPTICAL PIF
	EX., EXIST	EXISTING	RCP	- REINFORCED CONCRETE PIPE
OX AND/OR BASE	E	- FILL	RCPX	- REINFORCED CONCRETE PIPE
	F.H.	- FIRE HYDRANT		EXTRA STRENGTH
	F.O.	- FIBER OPTIC	RCSP	- REINFORCED CONCRETE SEWER PIPE
NCTION WELL	G	- GAS	RD.	- ROAD
	G.M.	- GAS METER	RDWY.	- ROADWAY
	GR.	- PROPOSED PROFILE GRADE ELEVATION	RNDG.	- ROUNDING

**DRAWING INDEX** 

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C - 111	EXISTING CONDITIONS PLAN (N. ORANGE STREET)
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C-201	SITE PLAN (N. ORANGE STREET)
C-210	SITE DETAILS
C-301	GRADING PLAN (N. ORANGE STREET)
C-311	GRADING STAKEOUT PLAN (N. ORANGE STREET)
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C-410	UTILITY DETAILS
SWM-01	STANDARD PLAN - COVER SHEET AND GENERAL N
SWM-02	STANDARD PLAN - CONSTRUCTION SITE STORMWA
SWM-03	STANDARD PLAN - CONSTRUCTION SITE STORMWA



#### GENERAL NOTES:

- 1. THE TOPOGRAPHIC AND THE UTILITY INFORMATION SHOWN HEREON WAS OBTAINED FROM SURVEYS CONDUCTED BY KARINS AND ASSOCIATES IN MARCH 2023 AND MAY NOT REFLECT CURRENT CONDITIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY CURRENT TOPOGRAPHIC AND UTILITY INFORMATION TO HIS/HER OWN SATISFACTION. THE DATUM USED ON THIS PROJECT IS HORIZONTAL- NAD (83/2011) AND VERTICAL NAVD (88).
- 2. THE PROPERTY LINES SHOWN HEREON MAY NOT REFLECT CURRENT CONDITIONS.
- 3. PROPERTY ADDRESS:
- 1007 NORTH ORANGE STREET WILMINGTON, DELAWARE 19801
- 4. LIMIT OF CONSTRUCTION AS SHOWN ON THIS PLAN AND ALL CIVIL DRAWINGS IS APPROXIMATE AND SHALL NOT PREVENT THE CONTRACTOR FROM EXTENDING BEYOND THESE LIMITS FOR COMPLETE INSTALLATION OF PROJECT ELEMENTS. ALL EXISTING FEATURES OUTSIDE THE LIMIT OF DISTURBANCE ARE TO REMAIN, UNLESS OTHERWISE NOTED. ITEMS OUTSIDE THESE LIMITS THAT ARE DAMAGED OR REMOVED BY THE CONTRACTOR SHALL BE RETURNED TO PRE-DEMOLITION CONDITIONS OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
- 5. REFER TO EROSION AND SEDIMENT CONTROL PLANS FOR SEQUENCE OF OPERATIONS BEFORE INITIATING DEMOLITION ACTIVITY.
- 6. LOCATIONS OF INDIVIDUAL ELECTRIC, TELEPHONE, GAS, WATER AND SANITARY SEWER SERVICE CONNECTIONS AS SHOWN HEREON ARE UNCERTAIN. THE LOCATION OF SAID CONNECTIONS HAS BEEN FIELD LOCATED WHERE POSSIBLE, BUT IN CASES WHERE THE LINES HAVE BEEN CONSTRUCTED AND PAVED OVER THE CONNECTIONS ARE BASED ON PROPOSED SITE PLANS OR AN ESTIMATION OF POSSIBLE LOCATIONS. SHOULD EXCAVATION BECOMES NECESSARY FOR MAINTENANCE OR REPAIR OF THESE LINES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCURATELY DETERMINE THE LOCATION OF THESE LINES BEFORE COMMENCING WORK. CONTACT "MISS UTILITY" AT 1-800-282-8555 PRIOR TO ANY EXCAVATION.
- 7. TEST PITS ARE REQUIRED ON THIS PROJECT TO LOCATE ALL EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR, PRIOR TO LAYING A RUN OF PIPE OR EXCAVATING FOR ANY UTILITY APPURTENANCE, SHALL EXCAVATE WITHIN THE ALIGNMENT AT POINTS OF POSSIBLE CONFLICT TO DETERMINE IF A CONFLICT EXISTS. ANY CONFLICTS SHALL BE COORDINATED BY THE CONTRACTOR WITH THE ENGINEER, AND THE CONSTRUCTION MANAGER, TO DETERMINE A SOLUTION.
- 8. AS-BUILT PLANS ARE REQUIRED FOR ALL STORM DRAINAGE.
- 9. ALL CONSTRUCTION WITHIN THE STREET RIGHT-OF-WAYS WILL BE CONSTRUCTED TO THE MOST CURRENT CITY OF WILMINGTON AND DELDOT DETAIL STANDARDS AND SPECIFICATIONS.
- 10. ALL SIDEWALKS AND BRICK PAVERS IMPACTED BY THE SITE/UTILITY CONSTRUCTION SHALL BE REPLACED IN KIND. ALL CURB RAMPS IMPACTED BY THE SITE/UTILITY CONSTRUCTION SHALL BE REPLACED WITH CURB RAMPS THAT MEET CURRENT ADA STANDARDS. ALL CURBS IMPACTED BY THE SITE/UTILITY CONSTRUCTION SHALL BE REPLACED IN KIND, UNLESS OTHERWISE NOTED.
- 11. ALL HANDICAP ACCESSIBLE WALKWAYS ARE REQUIRED TO HAVE CROSS-SLOPES EQUAL TO OR LESS THAN 2%.
- 12. ANY DAMAGE CAUSED TO ROADS, CURBS, HOT-MIX, SIGNS, UTILITIES, ETC, WITHIN THE STREET RIGHT-OF-WAYS DURING THE COURSE OF CONSTRUCTION WILL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE CITY OF WILMINGTON AT THE CONTRACTOR'S EXPENSE.
- 13. THE EXISTING PARCEL NUMBER IS 26-028.40-096 AND THE LOT SIZE IS 1.81 ACRES. THE DISTURBED AREA IS 0.24 ACRES.

## NOTES

- ATER MANAGEMENT PLAN
- ATER MANAGEMENT DETAILS

SHEET NUMBER:		
<b>C-100</b>		
NOT FOR CONSTRUCTION		
PROJECT PHASE:		
CONSTRUCTION DOCUMENTS		

PROJECT #:	23049	
SCALE:	N.T.S.	
FORMAT:	30" X 42"	
DRAWN:	WDK	
CHECKED:	MPJ	
DATE:	May 3, 2024	
SHEET NAME:		
INDEX PLAN		

#### **ORANGE STREET IMPROVEMENTS**

1	7/14/2023	REV. PER BPGS COMMENTS
$\triangle$	DATE:	DESCRIPTION:

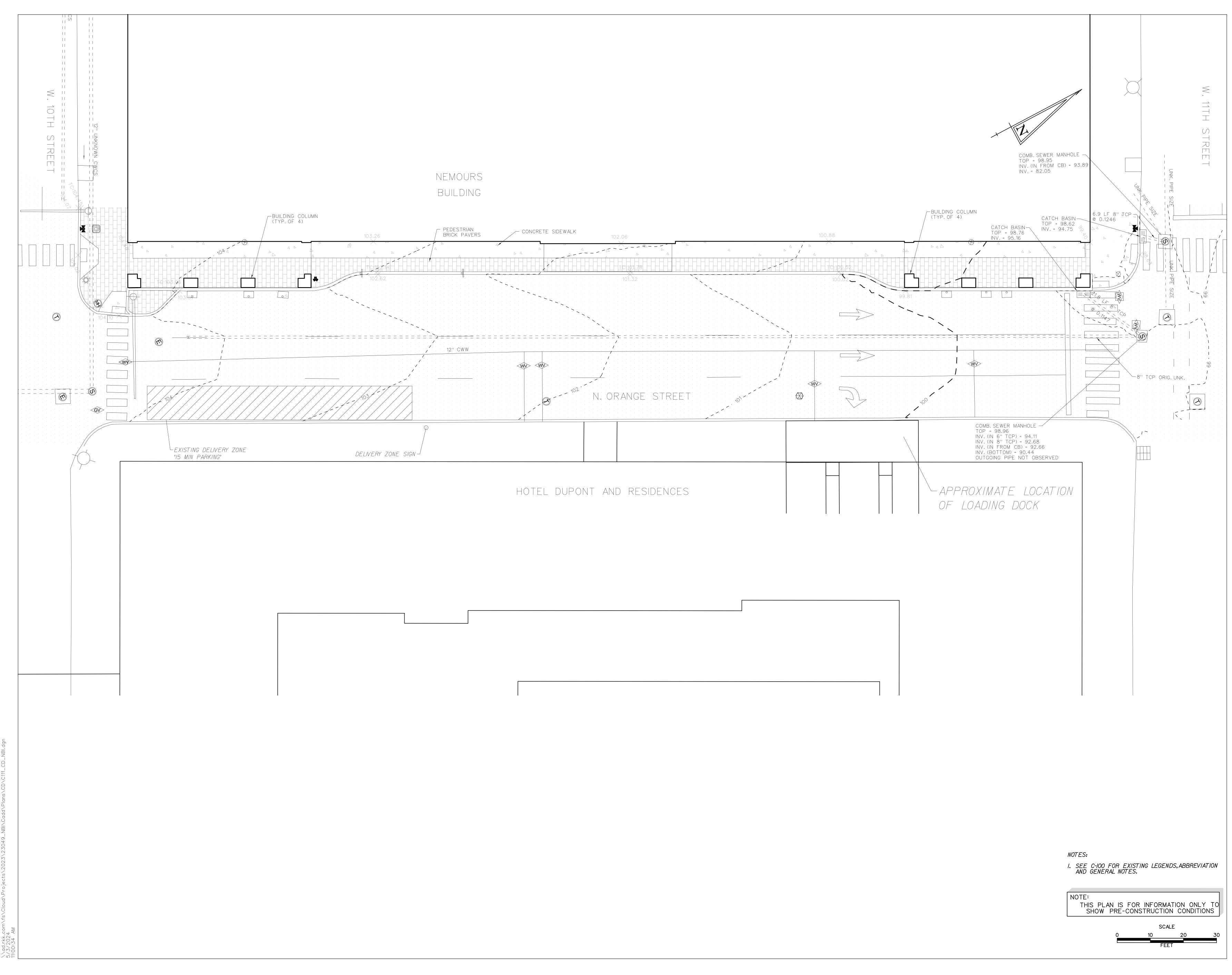
OWNER BPGS (BUCCINI \ POLLIN GROUP) 1000 N. West Street, Suite 850

Wilmington, DE 19801 v 302.691.2101

700 East Pratt Street, Suite 500

CIVIL ENGINEER RK&K

Baltimore, MD 21202 v 410.913.8521 www.rkk.com



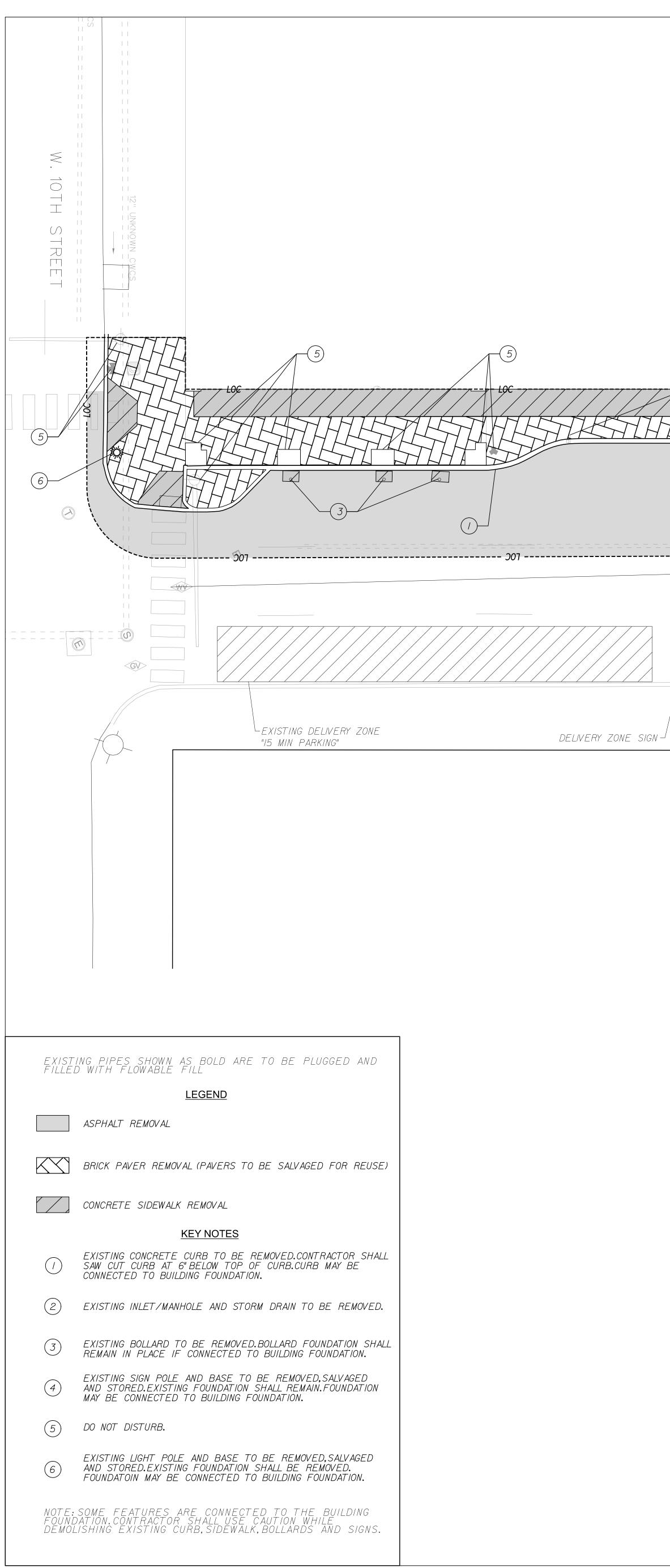
(N. ORANGE STREET)			
SHEET NUMBER:			
NOT FOR CONSTRUCTION			
PROJECT PHASE:			
CONSTRUCTION DOCUMENTS			

EXISTING CONDITIONS PLAN				
SHEET NAME:				
DATE: May 3, 2024				
CHECKED:	MPJ			
DRAWN:	WDK			
FORMAT:	30" X 42"			
SCALE:	1"=10'			
PROJECT #:	23049			

#### **ORANGE STREET** IMPROVEMENTS

1	7/14/2023	REV. PER BPGS COMMENTS
$\triangle$	DATE:	DESCRIPTION:

<u>OWNER</u> BPGS (BUCCINI \ POLLIN GROUP) 1000 N. West Street, Suite 850 Wilmington, DE 19801 v 302.691.2101 <u>CIVIL ENGINEER</u> **RK&K** 700 East Pratt Street, Suite 500 Baltimore, MD 21202 v 410.913.8521 www.rkk.com

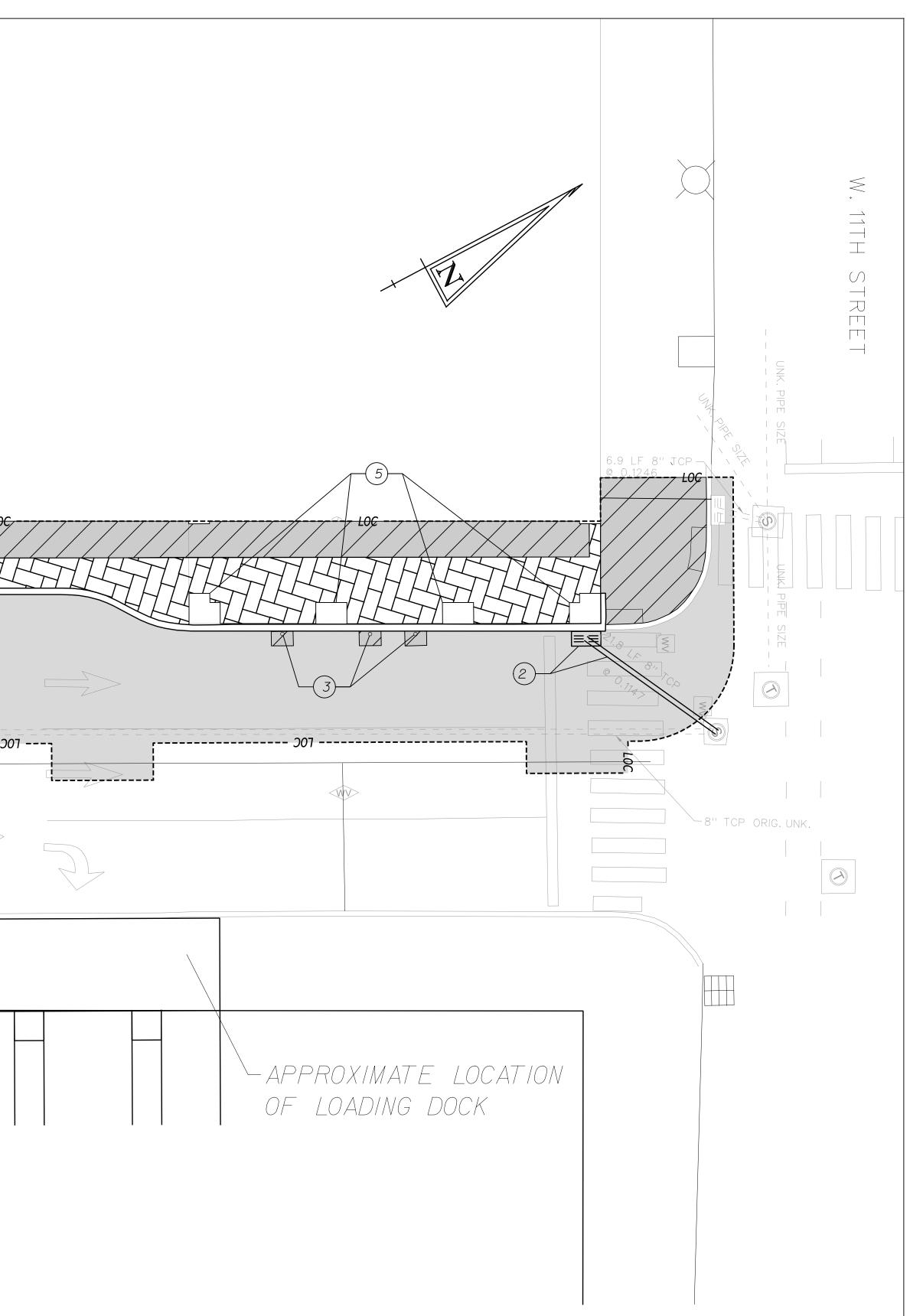


12" CWW N. ORANGE STREET /(4)

NEMOURS

BUILDING

HOTEL DUPONT AND RESIDENCES



SHEET NUMBER:
<b>C-121</b>
NOT FOR CONSTRUCTION
PROJECT PHASE:
CONSTRUCTION DOCUMENTS

## SHEET NAME: DEMOLITION PLAN (N. ORANGE STREET)

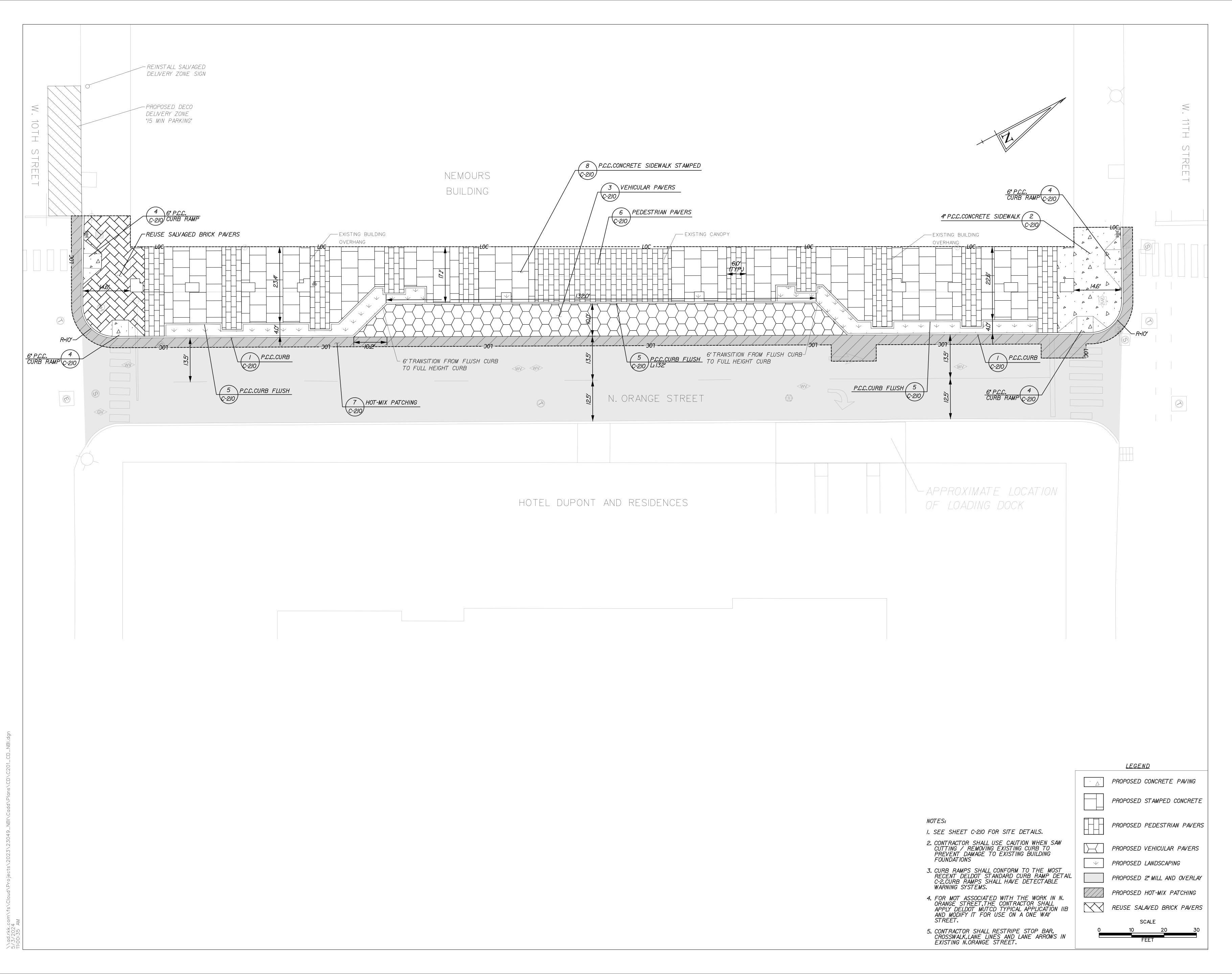
PROJECT #:	23049
SCALE:	1"=10'
FORMAT:	30" X 42"
DRAWN:	WDK
CHECKED:	MPJ
DATE:	May 3, 2024
-	

#### ORANGE STREET IMPROVEMENTS

1	7/14/2023	REV. PER BPGS COMMENTS
$\square$	DATE:	DESCRIPTION:

OWNER BPGS (BUCCINI \ POLLIN GROUP) 1000 N. West Street, Suite 850 Wilmington, DE 19801 v 302.691.2101 CIVIL ENGINEER RK&K 700 East Pratt Street, Suite 500 Baltimore, MD 21202 v 410.913.8521

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SHEET NUMBER:
<b>C-201</b>
NOT FOR CONSTRUCTION
PROJECT PHASE:
CONSTRUCTION DOCUMENTS

# SHEET NAME: SITE PLAN (N. **ORANGE STREET)**

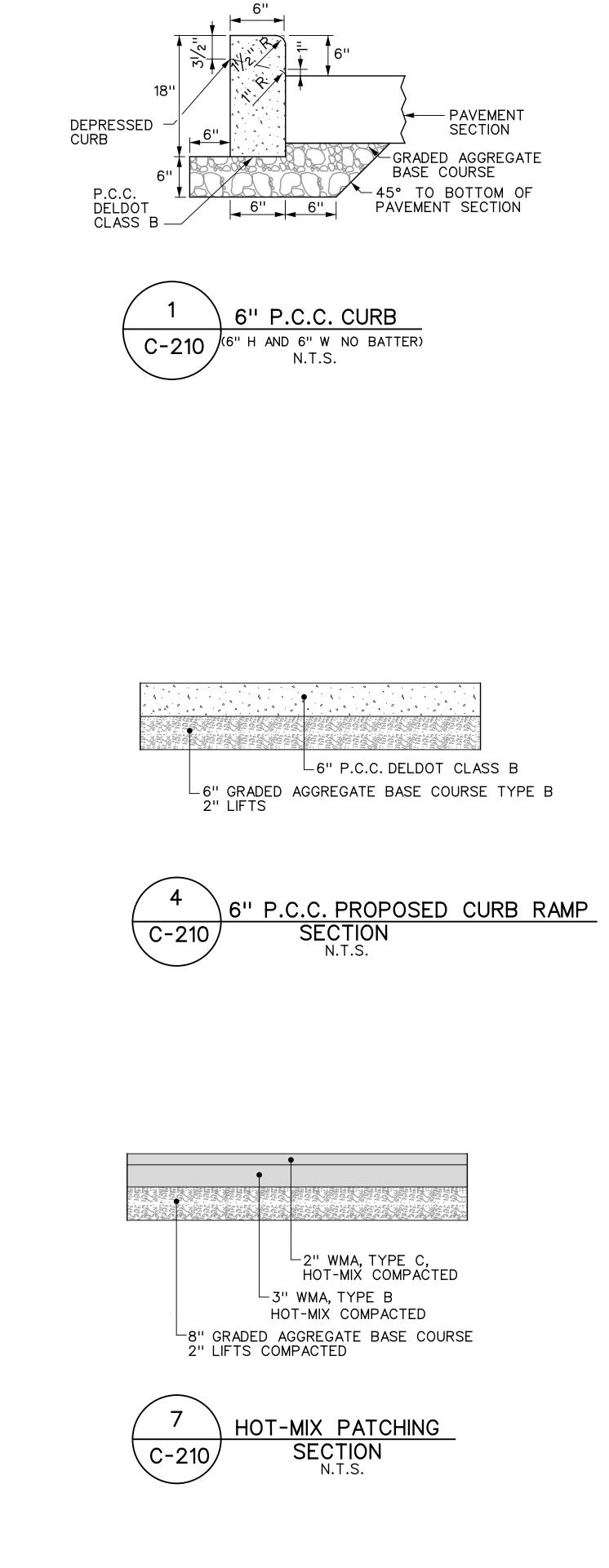
PROJECT #:	23049
SCALE:	1"=10'
FORMAT:	30" X 42"
DRAWN:	WDK
CHECKED:	MPJ
DATE:	May 3, 2024
-	•

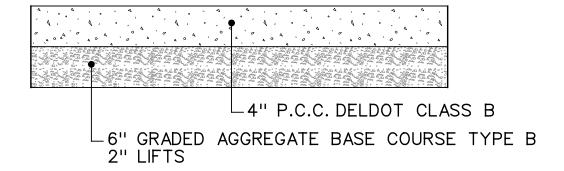
#### ORANGE STREET IMPROVEMENTS

1	7/14/2023	REV. PER BPGS COMMENTS
$\square$	DATE:	DESCRIPTION:
	-	

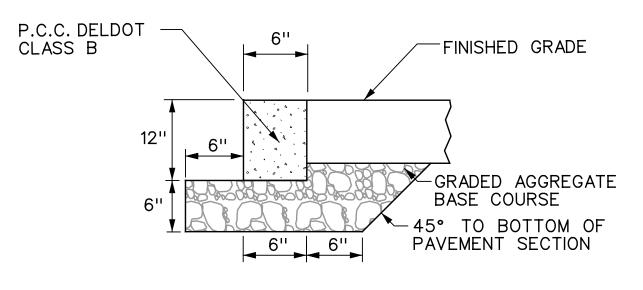
OWNER BPGS (BUCCINI \ POLLIN GROUP) 1000 N. West Street, Suite 850 Wilmington, DE 19801 v 302.691.2101 CIVIL ENGINEER RK&K 700 East Pratt Street, Suite 500 Baltimore, MD 21202 v 410.913.8521

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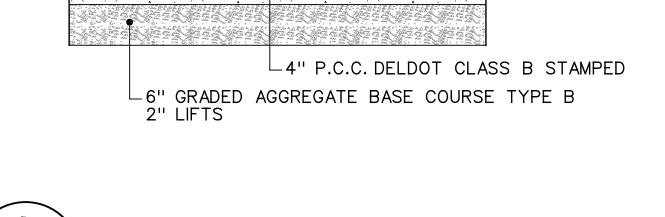




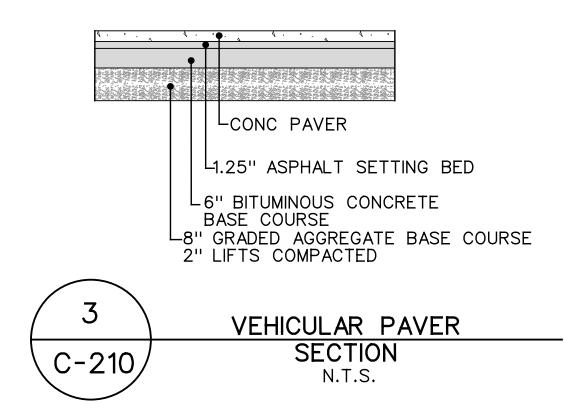


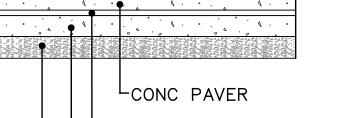




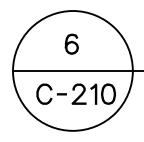


8 <u>\4" P.C.C. PROPOSED SIDEWALK STAMPED</u> SECTION N.T.S. C-210/





L1.00" SAND SETTING BED └4" PCC MASONRY, DELDOT CLASS B L4" GRADED AGGREGATE BASE COURSE



PEDESTRIAN BRICK PAVER SECTION N.T.S.

SHEET NUMBER:
<b>C-210</b>
NOT FOR CONSTRUCTION
PROJECT PHASE:
CONSTRUCTION DOCUMENTS

	=:
SHEET NAME	
Ditte.	Wdy 0, 2024
DATE:	May 3, 2024
CHECKED:	MPJ
DRAWN:	WDK
FORMAT:	30" X 42"
SCALE:	N.T.S.
PROJECT #:	23049

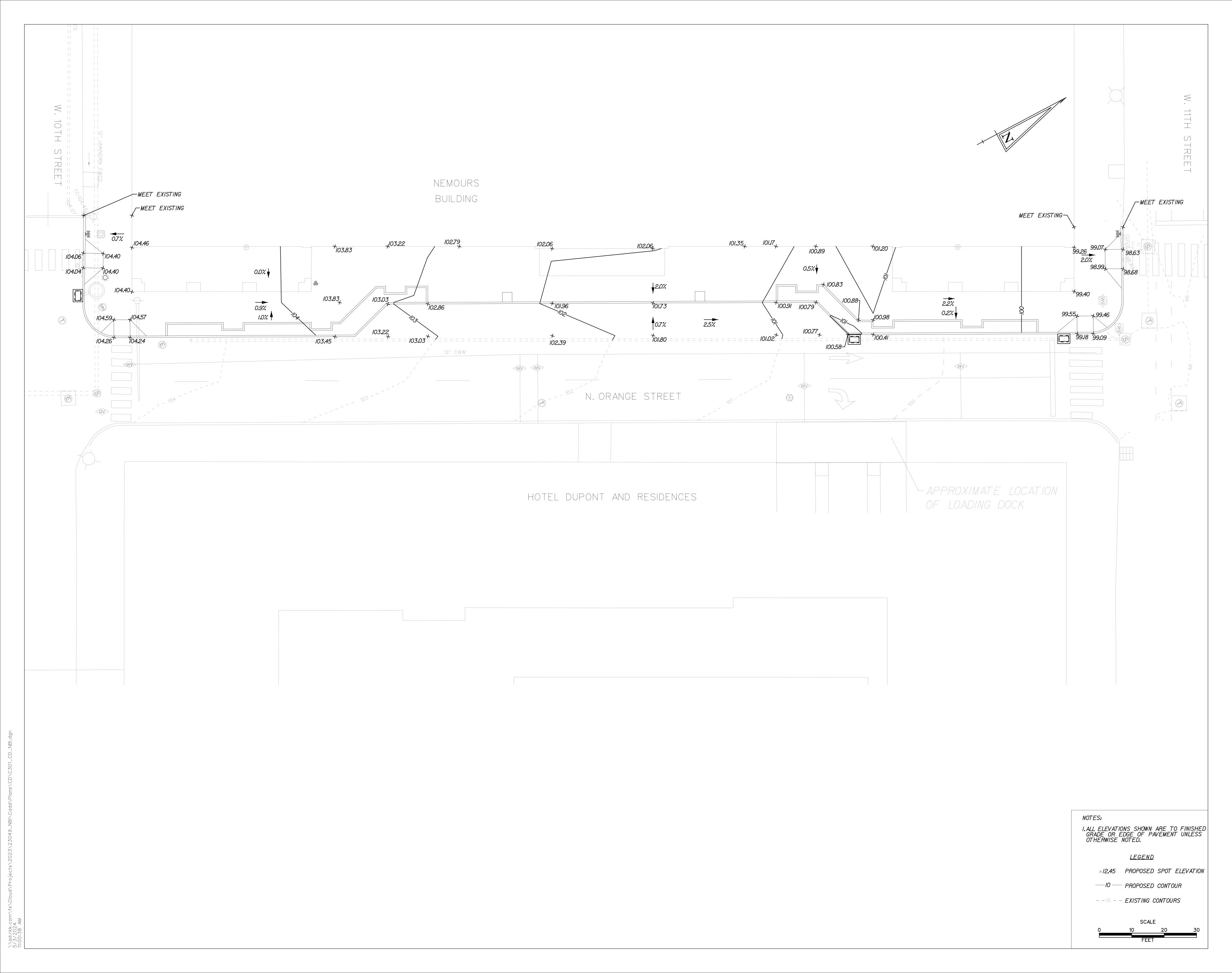
#### **ORANGE STREET** IMPROVEMENTS

		r
1	7/14/2023	REV. PER BPGS COMMENTS
$\triangle$	DATE:	DESCRIPTION:

OWNER BPGS (BUCCINI \ POLLIN GROUP) 1000 N. West Street, Suite 850 Wilmington, DE 19801 v 302.691.2101

<u>CIVIL ENGINEER</u> **RK&K** 700 East Pratt Street, Suite 500 Baltimore, MD 21202

v 410.913.8521 www.rkk.com



SHEET NUMBER:
<b>C-301</b>
NOT FOR CONSTRUCTION
PROJECT PHASE:
CONSTRUCTION DOCUMENTS

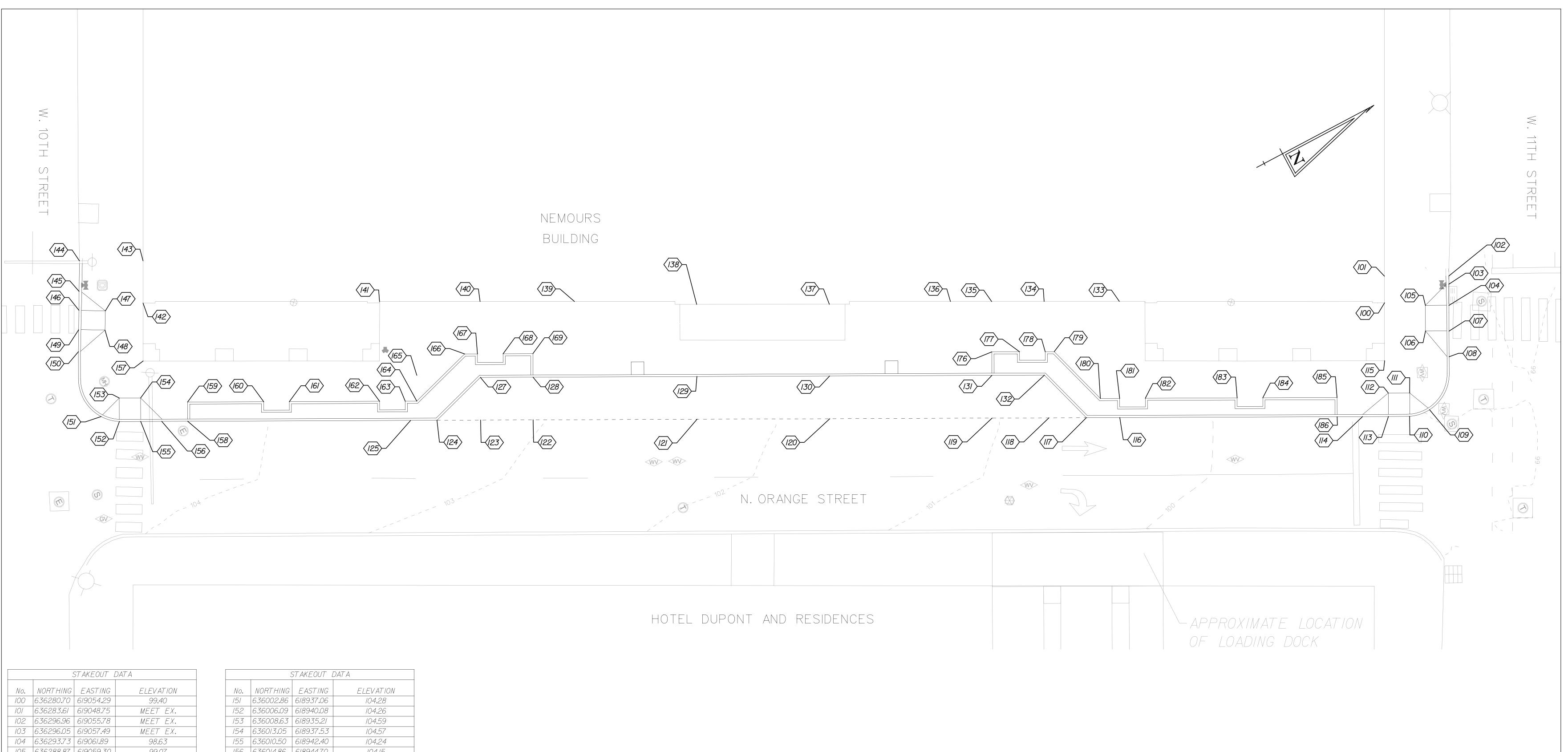
### DRAWN: WDK CHECKED: MPJ DATE: May 3, 2024 SHEET NAME: GRADING PLAN (N. ORANGE STREET)

PROJECT #:	23049
SCALE:	1"=10'
FORMAT:	30" X 42"
DRAWN:	WDK
CHECKED:	MPJ
DATE:	May 3, 2024

#### ORANGE STREET IMPROVEMENTS

1	7/14/2023	REV. PER BPGS COMMENTS
$\square$	DATE:	DESCRIPTION:
		•

OWNER BPGS (BUCCINI \ POLLIN GROUP) 1000 N. West Street, Suite 850 Wilmington, DE 19801 v 302.691.2101 CIVIL ENGINEER RK&K 700 East Pratt Street, Suite 500 Baltimore, MD 21202 v 410.913.8521 www.rkk.com



	(	STAKEOUT	DATA
No.	NORTHING	EASTING	ELEVATION
100	636280.70	6/9054.29	99.40
101	636283.61	6/9048.75	MEET EX.
102	636296.96	6/9055.78	MEET EX.
103	636296.05	6/9057.49	MEET EX.
104	636293.73	6/906/.89	98.63
105	636288.87	6/9059.30	99.07
106	636286.09	619064.61	98.99
107	636290.93	619067.21	98.68
108	636288.15	619072.52	98.87
109	636278.28	619081.33	98.98
110	636273.43	619080.51	99.09
///	636276.01	619075.68	99.46
112	636271.59	619073.36	99.55
//3	636269.04	619078.23	99.18
//4	636263.68	619075.41	99.40
//5	636274.30	6/9066.38	99.40
116	636213.37	6/9048.99	100.41
117	636206.45	6/9045.35	100.58
//8	636/98.69	619041.27	/00.77
//9	636/86.90	6/9035.08	101.02
120	636/53.28	619017.41	101.80
121	636/25.79	619002.97	102.39
122	636091.81	618985.12	103.03
123	636080.93	618979.40	103.22
124	636071.88	618974.65	103.36
125	636066.43	618971.78	103.45
127	636085.58	618970.55	103.03
128	636096.46	618976.27	102.86
129	636/30.44	618994.12	101.96
130	636/57.93	6/9008.56	101.73
131	636/9/.55	6/9026.23	100.91
132	636202.43	6/903/.94	100.81
133	636226.02	6/9024.89	101.20
134	636210.48	619016.65	101.89
/35	636199.61	619010.89	101.17
/36	636191.10	619006.37	101.35
137	636/65.74	618993.69	102.06
/38	636138.30	618979.15	102.06
139	636/33.34 636093.83	618965.16	102.79
40  4	636073.05	6 8954.8  6 8943.79	103.22
142	636205.36	618918.17	103.30
143	636028.6/	6/8909.44	MEET EX.
44	6360/5.46	618902.46	MEET EX.
145	6360/2.03	6/8908.75	104.07
146	636009.92	618912.61	104.06
147	6360/5.32	618915.66	104.40
148	6360/3.14	6/89/9.59	104.40
149	636007.72	6/89/6.65	104.04
/50	636005.26	618921.15	104.02

		STAKEOUT I	DATA
No.	NORTHING	EASTING	ELEV AT ION
/5/	636002.86	6/8937.06	104.28
152	636006.09	6/8940.08	104.26
153	636008.63	6/8935.2/	104.59
/54	6360/3.05	6/8937.53	104.57
/55	6360/0.50	6/8942.40	104.24
/56	6360/4.86	6/8944.70	104.15
157	636017.60	6/8930.22	104.40
/58	636020.23	6/8947.52	104.09
/59	636022.33	618943.53	104.52
/60	636038.09	618951.81	104.30
161	636043.40	6/8954.60	104.24
162	636062.//	618964.43	103.97
163	636067.42	6/8967.22	103.90
164	636069.82	6/8968.48	103.87
165	636072.65	618963.12	103.83
/66	636084.89	6/8963.97	103.47
167	636087.54	6/8965.37	103.38
/68	636092.85	618968.16	103.13
169	636099.02	618971.40	102.92
176	636/94.//	9/602/.36	100.99
177	636/99.87	619024.38	100.92
178	636205.18	619027.17	100.83
179	636207.04	619028.15	100.83
180	636211.45	619042.89	100.88
181	636215.46	6/9045.00	100.98
182	636220.77	619047.79	100.85
183	636239.80	619057.78	100.39
184	636245.//	6/9060.57	100.26
185	636260.50	6/9068.66	99.87
186	636258.4/	619072.64	99.52

NOTES:

I.ALL ELEVATIONS SHOWN ARE TO FINISHED GRADE OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.

NOTES:
I.ALL ELEVATIONS SHOWN ARE TO FINISHED GRADE OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
LEGEND
×12.45 PROPOSED SPOT ELEVATION
10 EXISTING CONTOURS
SCALE 0 10 20 30
FEET

SHEET NUMBER:
<b>C-311</b>
NOT FOR CONSTRUCTION
PROJECT PHASE:
CONSTRUCTION DOCUMENTS

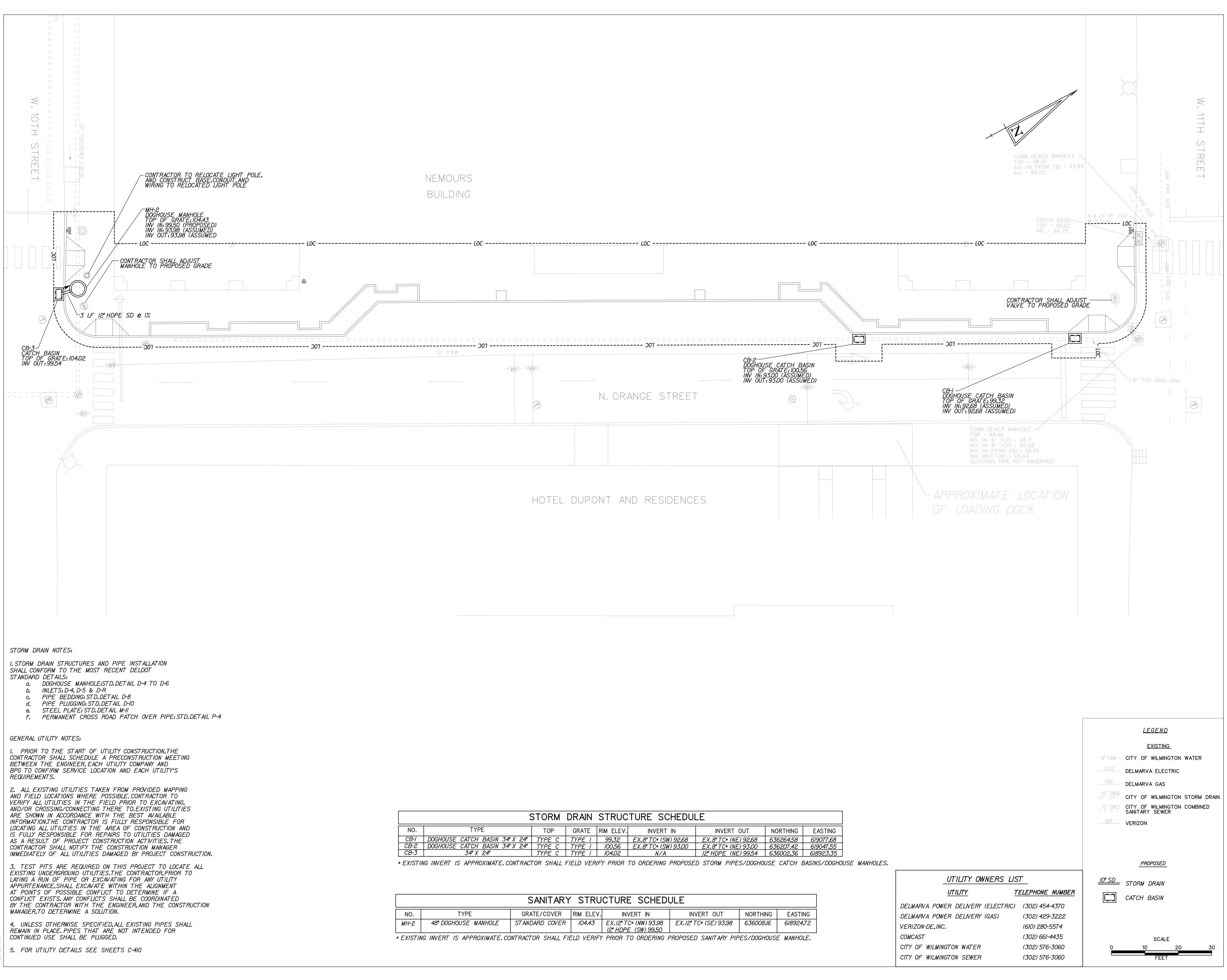
SHEET NAME: GRADING STAKEOUT PLAN (N. ORANGE STREET)

PROJECT #:	23049
SCALE:	1"=10'
FORMAT:	30" X 42"
DRAWN:	WDK
CHECKED:	MPJ
DATE:	May 3, 2024

#### ORANGE STREET IMPROVEMENTS

1	7/14/2023	REV. PER BPGS COMMENTS
$\triangle$	DATE:	DESCRIPTION:

OWNER BPGS (BUCCINI \ POLLIN GROUP) 1000 N. West Street, Suite 850 Wilmington, DE 19801 v 302.691.2101 CIVIL ENGINEER RK&K 700 East Pratt Street, Suite 500 Baltimore, MD 21202 v 410.913.8521 www.rkk.com



HOTEL	DUPONT	AND	RESIDENCES
		, <u></u>	

		STORM	DRAIN	STRUC	TURE SCHEDUL	E		
NO.	TYPE	TOP	GRATE	RIM ELEV.	INVERT IN	INVERT OUT	NORTHING	E
CB-I	DOGHOUSE CATCH BASIN 34" X 24"	TYPE C	TYPE I	99.32	EX.8" TC* (SW) 92.68	EX.8" TC* (NE) 92.68	636264.58	6
CB-2	DOGHOUSE CATCH BASIN 34" X 24"	TYPE C	TYPE I	100.56	EX.8" TC* (SW) 93.00	EX.8" TC* (NE) 93.00	636207.42	6/
CB-3	34" X 24"	TYPE C	TYPE I	104.02	N/A	12" HDPE (NE) 99 <b>.</b> 54	636002.36	6/
* EXISTIN	NG INVERT IS APPROXIMATE. CONTRAC	TOR SHALL	FIELD VER	IFY PRIOR	TO ORDERING PROPOSED	STORM PIPES/DOGHC	USE CATCH I	BASII

SANITARY STRUCTURE SCHEDULE							
NO.	TYPE	GRATE/COVER	RIM ELEV.	INVERT IN	INVERT OUT	NORTHING	EASTING
MH-2	48" DOGHOUSE MANHOLE	STANDARD COVER	104.43	EX.12" TC* (NW) 93.98 12" HDPE (SW) 99.50	EX.12" TC* (SE) 93 <b>.</b> 98	636008.16	618924 <b>.</b> 72
* EXISTING INVERT IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY PRIOR TO ORDERING PROPOSED SANITARY PIPES/DOGHOUSE MANHOLE.							

····
SHEET NUMBER:
<b>C-401</b>
NOT FOR CONSTRUCTION
PROJECT PHASE:
CONSTRUCTION DOCUMENTS

# SHEET NAME: UTILITY COMPOSITE PLAN (N. ORANGE STREET)

PROJECT #:	23049	
SCALE:	1"=10'	
FORMAT:	30" X 42"	
DRAWN:	WDK	
CHECKED:	MPJ	
DATE:	May 3, 2024	
-		

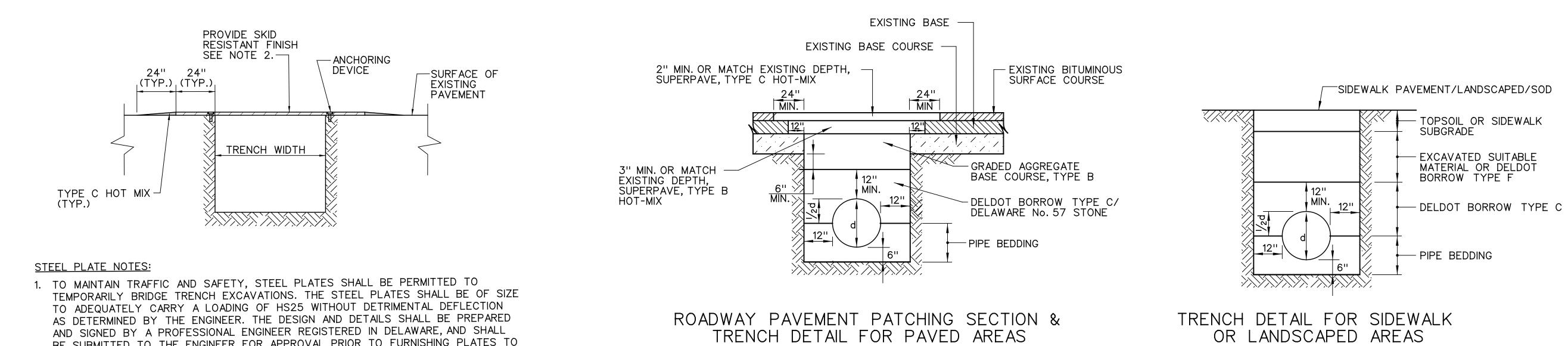
#### **ORANGE STREET** IMPROVEMENTS

1	7/14/2023	REV. PER BPGS COMMENTS
$\square$	DATE:	DESCRIPTION:

OWNER BPGS (BUCCINI \ POLLIN GROUP) 1000 N. West Street, Suite 850 Wilmington, DE 19801 v 302.691.2101 CIVIL ENGINEER RK&K

700 East Pratt Street, Suite 500 Baltimore, MD 21202

v 410.913.8521 www.rkk.com



- AND SIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN DELAWARE, AND SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO FURNISHING PLATES TO THE PROJECT SITE. THE DESIGN AND DETAILS SHALL INCLUDE PLATE THICKNESS, METHOD OF FASTENING PLATES, SPAN, BEARING, SUPPORT OF EXCAVATION METHOD (E.G. SHEETING, SHORING, BRACING, ETC.), AND METHOD OF PREVENTING MOVEMENT OF PLATES. THE PLATES SHALL BE FITTED IN PLACE IN A MANNER SO AS TO MINIMIZE NOISE WHEN CROSSED BY TRAFFIC.
- 2. ALL PLATING USED TO COVER EXCAVATED AREAS SHALL BE PICKLED, ETCHED AND/OR ABRASIVELY COATED TO REDUCE THE EXTENT OF VEHICLE SLIDING UPON BRAKE APPLICATION. METHOD(S) OF ACHIEVING PLATE ABRASIVE TEXTURE SHALL BE SUBMITTED FOR THE ENGINEER'S APPROVAL PRIOR TO FURNISHING PLATES TO THE PROJECT SITE.
- 3. THE COST OF FURNISHING, PLACING, MAINTAINING AND REMOVING THE PLATES, FOR ALL LABOR, TOOLS, EQUIPMENT, HOT MIX AND NECESSARY INCIDENTALS TO COMPLETE THE JOB SHALL BE INCLUDED IN THE BASE BID.

STEEL PLATE DETAIL

PIPE TRENCH NOTES:

- 1. EXCAVATION AND BACKFILL SHALL BE IN ACCORDANCE WITH SECTION 208 OF THE STATE OF DELAWARE STANDARD SPECIFICATIONS.
- 2. THE ENGINEER SHALL DETERMINE WHAT PORTION, IF ANY, OF THE EXCAVATED MATERIAL IS SUITABLE FOR BORROW TYPE F OR BORROW TYPE C.
- 3. COMPACTION SHALL MEET OR EXCEED 95%.
- 4. ALL DIMENSIONS ARE SHOWN IN INCHES AND ARE TO THE OUTSIDE WALL OF PIPES/DUCTS.
- 5. WHERE A STEEL PLATE IS USED WITH A PIPE TRENCH DETAIL, THE LIMITS OF SUPERPAVE, TYPE C HOT-MIX, SHALL BE MODIFIED AS SHOWN ON THE STEEL PLATE DETAIL.
- 6. COMMON TRENCHES ARE PERMITTED. A MINIMUM OF 2' CLEAR BETWEEN THE OUTSIDE WALLS OF THE PIPES/DUCTS OR CONCRETE ENCASEMENT IS REQUIRED.
- 7. COMPACTION TESTS MUST BE PROVIDED AT THE SPRING LINE OF THE PIPE BETWEEN THE TWO UTILITIES TO ENSURE COMPACTION.

TYPICAL TRENCH DETAILS

SHEET NUMBER:
<b>C-410</b>
NOT FOR CONSTRUCTION
PROJECT PHASE:
CONSTRUCTION DOCUMENTS

UTILITY DETAILS		
SHEET NAME:		
DATE:	May 3, 2024	
CHECKED:	MPJ	
DRAWN:	WDK	
FORMAT:	30" X 42"	
SCALE:	N.T.S.	
PROJECT #:	23049	

#### **ORANGE STREET** IMPROVEMENTS

1	7/14/2023	REV. PER BPGS COMMENTS
•	7/14/2023	REV. TER BI GS COMMENTS
$\triangle$	DATE:	DESCRIPTION:

OWNER BPGS (BUCCINI \ POLLIN GROUP) 1000 N. West Street, Suite 850 Wilmington, DE 19801 v 302.691.2101 CIVIL ENGINEER RK&K

700 East Pratt Street, Suite 500 Baltimore, MD 21202

v 410.913.8521

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