

Wilmington, Delaware  
December \_\_, 2024

#

**Sponsor:**

**Council  
Member  
Cabrerera**

**WHEREAS**, pursuant to City Charter Section 1-101, the City may acquire, hold, manage, and dispose of property on such terms as it deems proper for any municipal purpose; and

**WHEREAS**, 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 certain properties on the City's downtown riverfront adjacent to the Christina River (being Tax Parcel Nos. 26-.042.00-033 and 26-043.00-R/W (collectively, the "Riverfront Property"); and

**WHEREAS**, the Riverfront Development Corporation of Delaware (the "RDC") has caused a riverwalk to be constructed and maintained on the Riverfront Property (the "Riverwalk"); and

**WHEREAS**, the RDC needs certain shared easements on the Riverfront Property in order to maintain the Riverwalk as set forth in a proposed agreements between the City and RDC (the "Easement and Maintenance Agreements"), a copy of which, in substantial form, are attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, City Council deems it necessary and appropriate to approve the grant of the shared easements to RDC as set forth in the Easement and Maintenance Agreements.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that the City's grant of certain shared easements to the RDC in the Riverfront Property for the RDC to maintain the Riverwalk pursuant to the terms of the Easement and Maintenance Agreements, a copy of which, in substantial form, are 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 easements, 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 several shared easements to the Riverfront Development Corporation of Delaware in certain properties located on the City's Riverfront to accommodate the maintenance of the Riverwalk.

W0127103

# EXHIBIT A

Tax Parcel No.: 26-042.00-033

PREPARED BY/RETURN TO:  
Monzack Mersky and Browder, P.A.  
1201 North Orange Street, Suite 400  
Wilmington, DE 19801

**EASEMENT AND MAINTENANCE AGREEMENT**

**THIS EASEMENT AND MAINTENANCE AGREEMENT** (this “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and among the **CITY OF WILMINGTON, NEW CASTLE COUNTY, DELAWARE** (hereinafter referred to as the “City” or “Grantor”) and **RIVERFRONT DEVELOPMENT CORPORATION OF DELAWARE**, a Delaware corporation (hereinafter referred to as “RDC” or “Grantee”).

**RECITALS**

- A. **WHEREAS**, Grantor is the owner of certain properties located between the terminus of Harlan Boulevard, the terminus of Poole Place, and the Christina River, City of Wilmington, New Castle County, Delaware; and between the terminus of Hollingsworth Avenue, the terminus of Poole Place, and the Chrstina River, City of Wilmington, New Castle County, Delaware; and between the terminus of Hollingsworth Avenue, the terminus of Harlan Boulevard, and the Christina River, City of Wilmington, New Castle County, Delaware; and between the terminus of Poole Place and the Christina River, City of Wilmington, New Castle County, Delaware, all further identified as Tax Parcel Number 26-042.00-033 (collectively, the “Subject Property”); and
- B. **WHEREAS**, RDC has caused to be constructed and maintained a riverwalk located on the Subject Property as depicted on Exhibit A, incorporated by referenced and made a part of this Agreement (the “Riverwalk”); and
- C. **WHEREAS**, the Riverwalk requires the establishment of shared permanent easement areas on the Subject Property as depicted in the legal descriptions attached as Exhibit B, incorporated by referenced and made a part of this Agreement (the “Riverwalk Shared Permanent Easement-2”, the “Riverwalk Shared Permanent Easement-3”, and the “Riverwalk Shared Permanent Easement-4”); and
- D. **WHEREAS**, the Riverwalk requires the establishment of a bioswale stormwater easement area on the Subject Property as depicted in the legal description attached as Exhibit C, incorporated by reference and made a part of this Agreement (the “Bioswale Area Stormwater Easement-1”); and
- E. **WHEREAS**, the Riverwalk requires the establishment of a stormwater/landscape area on the Subject Property as depicted in the legal description attached as Exhibit D,

incorporated by reference and made a part of this Agreement (the “Stormwater/Landscape Easement-2”); and

- F. **WHEREAS**, Grantor and Grantee wish to memorialize the existence of the Riverwalk on the Subject Property; and
- G. **WHEREAS**, Grantee will bear the responsibility for the maintenance of the Riverwalk, Riverwalk Shared Permanent Easement-2, Riverwalk Shared Permanent Easement-3, Riverwalk Shared Permanent Easement-4, the Bioswale Area Stormwater Easement-1, and the Stormwater/Landscape Easement-2.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration as set forth in this Agreement, Grantor and Grantee hereby covenant and agree as follows:

1. Incorporation by Reference. Recitals A through G are incorporated by reference and made a part of this Agreement.
2. Grant of Easement. By this Agreement, Grantor grants to Grantee the following easements to accomplish the maintenance and use of the Riverwalk:
  - A. Shared permanent easements for the Riverwalk as set forth in the legal descriptions attached as Exhibit B (the “Riverwalk Shared Permanent Easement-2”, the “Riverwalk Shared Permanent Easement-3”, and the “Riverwalk Shared Permanent Easement-4”), incorporated by reference and made a part of this Agreement.
  - B. A bioswale stormwater easement area as set forth in the legal description attached as Exhibit C (the “Bioswale Area Stormwater Easement-1”), incorporated by reference and made a part of this Agreement.
  - C. A stormwater/landscape area as set forth in the legal description attached as Exhibit D (the “Stormwater/Landscape Easement-2”), incorporated by reference and made a part of this Agreement.

Subparagraphs A through C above are sometimes collectively referred to as an “Easement Area” or collectively as the “Easement Areas”.

3. Use.
  - A. Any landscaping or structure on, over, or above the Riverwalk shall be permitted so long as such landscaping or structure: (i) does not materially impede the use of the Riverwalk, or (ii) is not aesthetically consistent with other areas of the Riverwalk. A party seeking such landscaping or structure (the “Initiating Party”) shall provide the other party with at least sixty (60) days written notice of the proposed landscaping or structure. The recipient of the notice (the “Receiving Party”) shall have sixty (60) days to respond. If the Receiving Party does not respond, the Initiating Party may proceed

with the proposed landscaping or structure. If the Receiving Party objects, then the following shall apply:

If good faith negotiations between the parties do not resolve the controversy within sixty (60) days, such dispute shall be settled by binding arbitration with a single arbitrator mutually agreed upon both parties. If the Parties cannot agree upon the selection of an arbitrator within thirty (30) days, either party may request a court of appropriate jurisdiction to appoint an arbitrator, who shall be a retired Delaware judge. The award of the arbitrator shall be final, binding and non-appealable and judgement on the award rendered by the arbitrator may be entered in any Delaware court having jurisdiction thereof.

- B. Motorized vehicular use of the Riverwalk is prohibited; provided however, emergency vehicles for the benefit of Grantor and Grantee and maintenance vehicles authorized by Grantee may use the Easement Areas as necessary for maintenance purposes.
  - C. The tying or mooring of boats to the Riverwalk within any Easement Area is strictly prohibited. All damage to the Riverwalk incurred by result of tying or mooring of boats to the Riverwalk within any Easement Area by or on behalf of Grantor shall be the sole responsibility of the Grantor.
  - D. Grantor shall not block or impede the use of any Easement Area.
  - E. Grantor reserves the right for itself, employees, agents, or contractors, and for any utilities with facilities located upon, over, under, or within the Easement Areas, of free, uninterrupted entry upon the Easement Areas for the purpose of inspecting the Easement Areas and for repair, maintenance, removal, or location of any utility facilities located upon, over, under, or within the Easement Areas. For clarity and avoidance of doubt, nothing herein shall be construed to limit Grantor's authority with regard to granting franchises to public service corporations nor the rights, responsibilities, or liabilities of such public service corporations in connection therewith.
4. Maintenance. Grantee shall, at its sole cost and expense, maintain the Riverwalk Shared Permanent Easement-2, Riverwalk Shared Permanent Easement-3, Riverwalk Shared Permanent Easement-4, Bioswale Area Stormwater Easement-1 and the Stormwater/Landscape Easement-2 in perpetuity. The Riverwalk Shared Permanent Easement-2, Riverwalk Shared Permanent Easement-3 and Riverwalk Shared Permanent Easement-4 shall include the right of the Grantee, its employees, contractors, and agents, and such other entities as RDC may authorize, including, but not limited to, the Delaware Department of Transportation ("DelDOT") and personnel of the Riverfront Wilmington Business Improvement District to have access for purposes of security, maintenance and repair. If Grantee fails to properly maintain the Easement Areas, Grantor shall provide Grantee written notice as here and after provided, stating with specificity, the maintenance required to be performed. If Grantee has not performed or made a good faith beginning of such performance or such maintenance within thirty (30) days of receipt of Grantor's

notice, Grantor may perform such maintenance and forward a bill for all reasonable expenses incurred for providing the required maintenance to Grantee for immediate payment to Grantor.

5. Abandonment. Should this Agreement ever be abandoned by Grantee or by mutual agreement, this Agreement shall terminate, be null and void, and no longer encumber the Subject Property and such action shall be evidenced by a recorded Release of Easement.
6. Indemnity. RDC will indemnify Grantor and save Grantor harmless from and against any and all claims, actions, damages, liability and expenses including reasonable attorney fees in connection with loss of life, personal injury and/or damage to the Riverwalk which shall occur within the Riverwalk Easement arising out of the maintenance or the public's use of the easement and not resulting from Grantor's negligence or intentional misconduct.
7. Insurance. 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 Grantee's obligations pursuant to Section 7 of this Agreement. Grantee shall name Grantor as an additional insured on Grantee's insurance policy. A copy of the certificate of insurance shall be provided to Grantor.
8. Binding Covenant. This Agreement shall be a covenant running with the Subject Property and shall bind the parties hereto, and their respective successors and assigns. This Agreement shall be recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware.
9. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
10. No Encumbrances or Assignments. Grantee shall not encumber or assign the Easement Areas without the express prior written approval of Grantor.
11. No Third-Party Beneficiaries. 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.
12. Applicable Law. This Agreement shall be governed by the substantive laws of the State of Delaware without regard to its conflicts of laws principles; and except as otherwise provided herein, the State and Federal courts in Delaware shall have exclusive jurisdiction over any proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement.
13. Entire Agreement. This Agreement constitutes the entire agreement by and among the undersigned, and each of them, and with respect to the subject matter of this Agreement, it

supersedes any and all other agreements, understandings, negotiations or discussions, either oral or in writing, expressed or implied, concerning the subject matter herein among the parties to the Agreement. This Agreement may not be amended except by a written agreement executed by Grantor and Grantee.

14. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement, held invalid or unenforceable only in part or degree, shall remain in full force and effect to the extent not held invalid or unenforceable.
15. Duty to Cooperate. Each of the parties agrees that it will promptly execute and deliver all such documents and instruments as may be necessary and appropriate to effectuate the terms of this Agreement.
16. Notice. For purposes of this Agreement, all notices required shall be in writing and either (a) hand-delivered, (b) sent via FedEx or similar overnight service, or (c) sent via electronic mail, so long as contemporaneous notice is also provided through either method (a) or (b) as herein described. All such notices shall be effective upon receipt and shall be addressed as follows:

If to Grantor:                   City of Wilmington  
  Commissioner of Public Works  
  Department of Public Works  
  800 North French Street  
  6<sup>th</sup> Floor  
  Wilmington, DE 19801  
  Telephone No.: 302-576-3081  
  Attn: Deputy Commissioner

And:                                 City Solicitor of Wilmington  
  800 North French Street  
  9<sup>th</sup> Floor  
  Wilmington, DE 19801

If to Grantee:                   Riverfront Development Corporation of Delaware  
  Attention: Executive Director  
  Chase Center on the Riverfront  
  815 Justison Street  
  Wilmington, DE 19801

The parties hereto shall be responsible for notifying each other of any change of address in accordance with this Subparagraph. Any notice may be provided by counsel for either party.



17. Headings. 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.
18. Authority. Each person executing this Agreement on behalf of a party represents that he or she is fully authorized to enter into the Agreement and to bind such Party with respect to the terms, conditions, rights, benefits, protections, and obligations contained herein.

**[SIGNATURE PAGE TO FOLLOW]**

**THIS AGREEMENT** shall be a covenant running with the land and shall bind the parties hereto and their respective heirs, successors, assigns, and personal representatives.

**IN WITNESS WHEREOF**, the said parties have executed this Agreement under seal the day and year first above written.

**WITNESS:**

**GRANTOR:  
CITY OF WILMINGTON**

By: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF DELAWARE**        )  
  )  
**NEW CASTLE COUNTY**    )

**SS.**

**BEFORE ME**, a notary public, in and for said county and state, personally appeared \_\_\_\_\_, \_\_\_\_\_, who acknowledged to me that he/she did execute the foregoing instrument on behalf of \_\_\_\_\_.

**IN TESTIMONY WHEREOF**, I have subscribed my name and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
MY COMMISSION EXPIRES

**WITNESS:**

**GRANTEE:  
RIVERFRONT DEVELOPMENT  
CORPORATION OF DELAWARE**

By: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Name: Megan M. McGlinchey

Title: Executive Director

Date: \_\_\_\_\_

STATE OF DELAWARE )

) SS.

NEW CASTLE COUNTY )

**BEFORE ME**, a notary public, in and for said county and state, personally appeared Megan M. McGlinchey, Executive Director of Riverfront Development Corporation of Delaware, a Delaware corporation, who acknowledged to me that she did execute the foregoing instrument on behalf of Riverfront Development Corporation of Delaware.

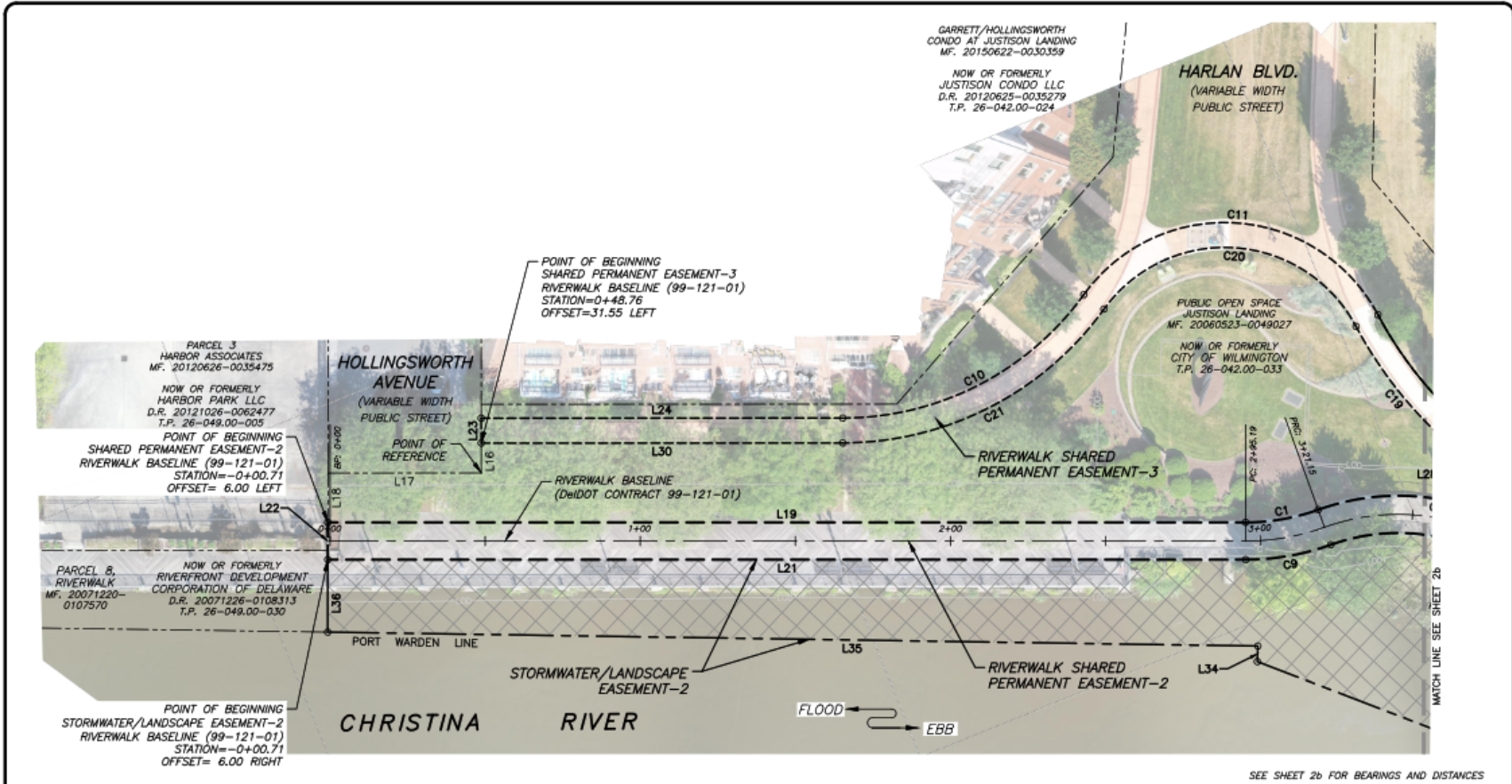
**IN TESTIMONY WHEREOF**, I have subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
PRINT NAME

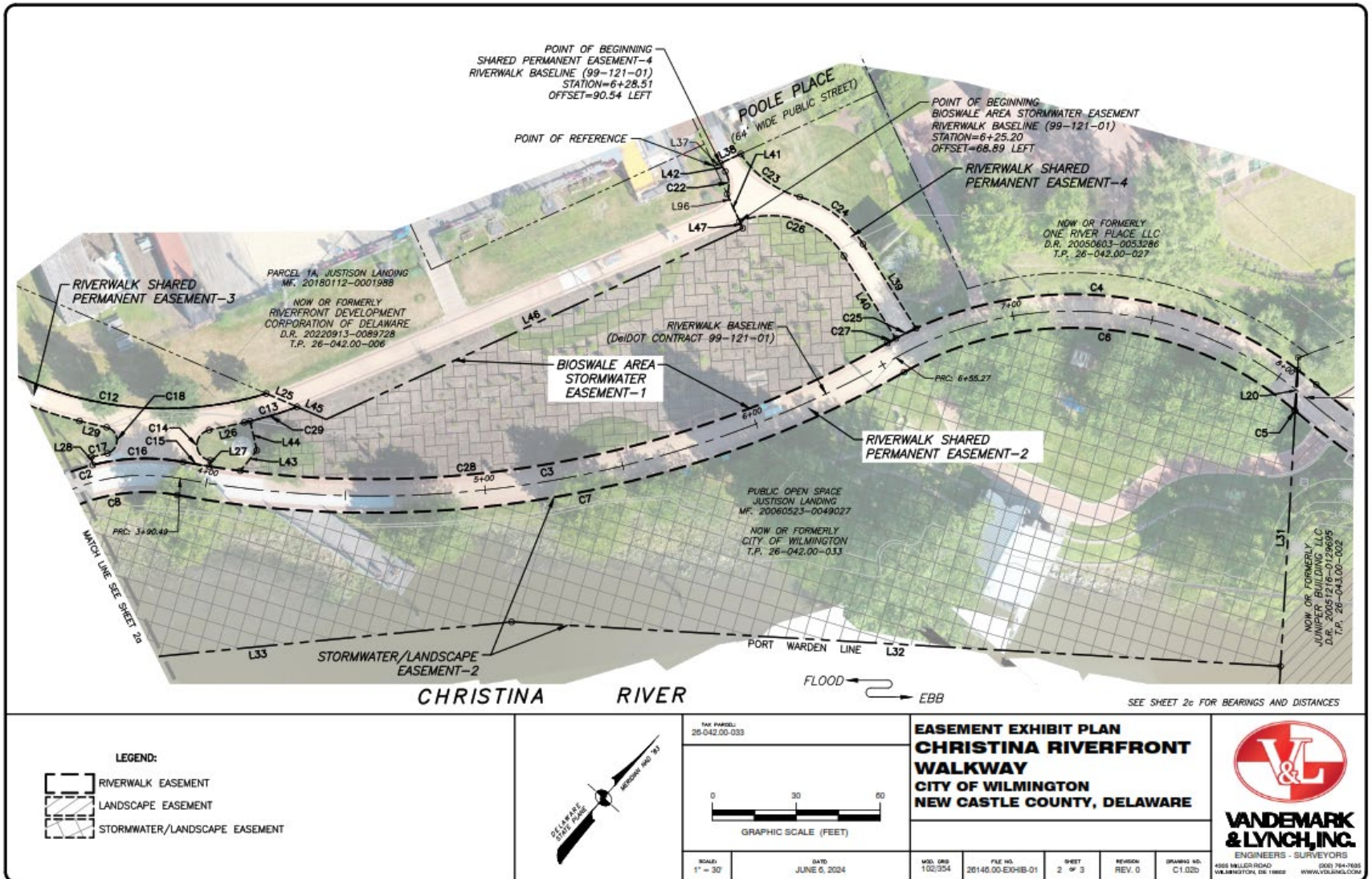
\_\_\_\_\_  
MY COMMISSION EXPIRES

**EXHIBIT A**  
**RIVERWALK**



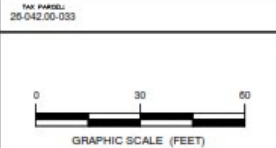
SEE SHEET 2b FOR BEARINGS AND DISTANCES

<p><b>LEGEND:</b></p> <ul style="list-style-type: none"> <li> RIVERWALK EASEMENT</li> <li> LANDSCAPE EASEMENT</li> <li> STORMWATER/LANDSCAPE EASEMENT</li> </ul>		<p>TAX PARCEL: 26 042 00 033</p> <p>GRAPHIC SCALE (FEET)</p>	<p><b>EASEMENT EXHIBIT PLAN CHRISTINA RIVERFRONT WALKWAY CITY OF WILMINGTON NEW CASTLE COUNTY, DELAWARE</b></p>	<p><b>VANDEMARK &amp; LYNCH, INC.</b> ENGINEERS - SURVEYORS 4036 MILLER ROAD SUITE 300 WILMINGTON, DE 19802 WWW.VANDJ.COM</p>
<p>SCALE: 1" = 30'</p>	<p>DATE: JUNE 5, 2024</p>	<p>WOI. CMB: 102/304</p>	<p>FILE NO.: 26146.00-EXH-B-01</p>	<p>SHEET: 1 OF 3 REVISION: REV. 0 DRAWING NO.: C1.02a</p>



**LEGEND:**

	RIVERWALK EASEMENT
	LANDSCAPE EASEMENT
	STORMWATER/LANDSCAPE EASEMENT



<b>SCALE:</b> 1" = 30'	<b>DATE:</b> JUNE 6, 2024
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**EASEMENT EXHIBIT PLAN**  
**CHRISTINA RIVERFRONT WALKWAY**  
**CITY OF WILMINGTON**  
**NEW CASTLE COUNTY, DELAWARE**

<b>MSD. DRG:</b> 102/304	<b>FILE NO.:</b> 26146.00-EXHIB-01	<b>SHEET:</b> 2 OF 3	<b>REVISION:</b> REV. 0	<b>DRAWING NO.:</b> C1.02b
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**V&L**  
**VANDEMARK & LYNCH, INC.**  
ENGINEERS - SURVEYORS

4655 MILLER ROAD  
WILMINGTON, DE 19802  
WWW.VANDERMARK.COM

(302) 764-7655  
WWW.VANDERMARK.COM




PARCEL LINE DATA		
LINE No.	BEARING	DISTANCE
L16	S68°04'32"E	9.61'
L17	S21°55'28"W	49.46'
L18	S67°59'43"E	15.91'
L19	N21°57'23"E	295.90'
L20	S38°12'38"E	14.75'
L21	S21°57'23"W	295.91'
L22	N67°59'43"W	12.00'
L23	N68°04'32"W	8.00'
L24	N21°55'28"E	116.54'
L25	N71°47'19"E	11.96'
L26	S36°18'14"W	12.88'
L27	S32°34'04"E	2.17'
L28	N49°51'35"W	2.93'
L29	S61°42'06"W	9.97'
L30	S21°55'28"W	116.54'
L31	S38°12'38"E	91.30'
L32	S51°47'22"W	275.32'

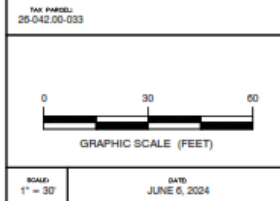
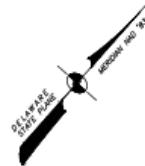
PARCEL LINE DATA		
LINE No.	BEARING	DISTANCE
L33	S42°55'41"W	182.74'
L34	N66°03'09"W	5.00'
L35	S22°49'03"W	299.92'
L36	N67°59'43"W	23.31'
L37	N23°53'25"E	2.37'
L38	N23°53'25"E	8.08'
L39	S73°43'00"E	35.56'
L40	N73°43'00"W	34.74'
L41	N66°06'35"W	10.67'
L42	N72°41'43"W	3.44'
L43	N2°39'26"W	9.39'
L44	N54°36'30"W	10.70'
L45	N71°47'19"E	11.30'
L46	N23°53'01"E	163.80'
L47	N66°06'35"W	2.74'
L96	S66°06'35"E	21.67'

PARCEL CURVE DATA			
CURVE No.	RADIUS	LENGTH	CHORD
C1	69.00'	23.88'	N12°02'31"E 23.76'
C2	76.00'	75.29'	N30°30'22"E 72.24'
C3	374.00'	260.60'	N38°55'23"E 255.36'
C4	134.00'	155.51'	N52°12'30"E 146.93'
C5	248.00'	0.34'	S89°05'51"W 0.34'
C6	122.00'	149.42'	S54°02'57"W 140.26'
C7	386.00'	268.96'	S38°55'23"W 263.55'
C8	64.00'	63.40'	S30°30'22"W 60.84'
C9	81.00'	28.03'	S12°02'31"W 27.89'
C10	96.00'	90.65'	N5°07'35"W 87.32'
C11	56.00'	113.50'	N25°53'11"E 95.05'
C12	126.00'	114.71'	N57°52'13"E 110.79'
C13	134.00'	19.72'	S32°05'13"W 19.71'
C14	5.50'	15.35'	S43°37'45"E 10.83'
C15	374.00'	9.48'	S58°09'32"W 9.48'

PARCEL CURVE DATA			
CURVE No.	RADIUS	LENGTH	CHORD
C16	76.00'	32.57'	S46°36'26"W 32.32'
C17	35.19'	5.84'	N36°11'30"E 5.84'
C18	4.80'	12.54'	N43°25'56"W 9.27'
C19	134.00'	52.03'	S72°49'33"W 51.71'
C20	48.00'	97.29'	S25°53'11"W 81.47'
C21	104.00'	98.20'	S5°07'35"E 94.59'
C22	9.00'	8.37'	N46°03'48"W 8.07'
C23	37.00'	26.68'	N84°39'29"E 26.11'
C24	39.00'	28.78'	N85°08'31"E 28.13'
C25	134.00'	8.04'	S22°08'25"W 8.04'
C26	31.00'	42.65'	S66°52'18"W 39.36'
C27	134.00'	3.41'	S19°41'28"W 3.41'
C28	374.00'	239.87'	S37°20'07"W 235.78'
C29	134.00'	17.59'	N31°37'51"E 17.58'

**LEGEND:**

	RIVERWALK EASEMENT
	LANDSCAPE EASEMENT
	STORMWATER/LANDSCAPE EASEMENT



**EASEMENT EXHIBIT PLAN  
CHRISTINA RIVERFRONT  
WALKWAY  
CITY OF WILMINGTON  
NEW CASTLE COUNTY, DELAWARE**

MOD. DRG: 132/354  
FILE NO.: 26146.00-EXHIB-01  
SHEET: 3 OF 3  
REVISION: REV. 0  
DRAWING NO.: C1-02c



**VANDEMARK & LYNCH, INC.**  
ENGINEERS - SURVEYORS  
4365 MILLER ROAD  
WILMINGTON, DE 19802  
(303) 764-7655  
WWW.V&LINC.COM

**EXHIBIT B**  
**RIVERWALK SHARED PERMANENT EASEMENT-2**  
**RIVERWALK SHARED PERMANENT EASEMENT-3**  
**RIVERWALK SHARED PERMANENT EASEMENT-4**





File No. 26146.00-EXHIB-01

4305 MILLER ROAD  
WILMINGTON, DE 19802-1901  
(302) 764-7635 FAX (302) 764-4170  
www.vdeng.com

June 6, 2024

Description of **Riverwalk Shared Permanent Easement-2**, through land now or formerly of the City of Wilmington, between the terminus of Hollingsworth Avenue, the terminus of Poole Place, and the Christina River, City of Wilmington, New Castle County, Delaware (through Tax Parcel 26-042.00-033).

ALL THAT CERTAIN tract, piece, or parcel of land with improvements thereon erected, situate between the terminus of Hollingsworth Avenue, the terminus of Poole Place, and the Christina River, City of Wilmington, New Castle County, Delaware and shown on a plan prepared by VanDemark & Lynch, Inc., Engineers, Planners and Surveyors, Wilmington, Delaware, as file No. 26146.00-EXHIB-01, drawing No. C1.02a and No. C1.02b, dated June 6, 2024, entitled "Easement Exhibit Plan, Christina Riverfront Walkway", and being more particularly described as follows, to wit:

BEGINNING at a point measured 6.00 feet left of the Riverwalk baseline station -0+00.71, as shown on DelDOT Contract No. 99-121-01, on a northeasterly line for Parcel 3, Harbor Associates (Microfilm 20120626-0035475), being a southwesterly line for Public Open Space, Justison Landing (Microfilm 20060523-0049027), land now or formerly of the City of Wilmington (Tax Parcel 26-042.00-033), said point being measured the two (2) following described courses and distances from the northeasterly end of the terminus of Hollingsworth Avenue, a variable width public street:

1. South 21°55'28" West, 49.46 feet to a point; and
2. South 67°59'43" East, 15.91 feet to the point of Beginning;

THENCE, from said point of Beginning, through said Public Open Space, Justison Landing, the five (5) following described courses and distances:

1. North 21°57'23" East, 295.90 feet to a point of curvature;
2. Northerly, by a curve to the left having a radius of 69.00 feet, an arc length of 23.88 feet to a point of reverse curvature, said point being distant by a chord of North 12°02'31" East, 23.76 feet from the last described point;
3. Northeasterly, by a curve to the right having a radius of 76.00 feet, an arc length of 75.29 feet to a point of reverse curvature, said point being distant by a chord of North 30°30'22" East, 72.24 feet from the last described point;
4. Northeasterly, by a curve to the left having a radius of 374.00 feet, an arc length of 260.60 feet to a point of reverse curvature, said point being distant by a chord of North 38°55'23" East, 255.36 feet from the last described point; and
5. Northeasterly, by a curve to the right having a radius of 134.00 feet, an arc length of 155.51 feet to a point on a southwesterly line for land now or formerly of Juniper Building LLC (Deed Record 20051216-0129695), said point being distant by a chord of North 52°12'30" East, 146.93 feet from the last described point;

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26146.00-EXHIB-01  
Riverwalk Shared Permanent Easement-2  
June 6, 2024, Page 2 of 2

THENCE along said southwesterly line for land now or formerly of Juniper Building LLC, South 38°12'38" East, 14.75 feet to a point;

THENCE, through said Public Open Space, Justison Landing, the six (6) following described courses and distances:

1. Westerly, by a curve to the right having a radius of 248.00 feet, an arc length of 0.34 feet to a point of reverse curvature, said point being distant by a chord of South 89°05'51" West, 0.34 feet from the last described point;
2. Southwesterly, by a curve to the left having a radius of 122.00 feet, an arc length of 149.42 feet to a point of reverse curvature, said point being distant by a chord of South 54°02'57" West, 140.26 feet from the last described point;
3. Southwesterly, by a curve to the right having a radius of 386.00 feet, an arc length of 268.96 feet to a point of reverse curvature, said point being distant by a chord of South 38°55'23" West, 263.55 feet from the last described point;
4. Southwesterly, by a curve to the left having a radius of 64.00 feet, an arc length of 63.40 feet to a point of reverse curvature, said point being distant by a chord of South 30°30'22" West, 60.84 feet from the last described point;
5. Southwesterly, by a curve to the right having a radius of 81.00 feet, an arc length of 28.03 feet to a point of tangency, said point being distant by a chord of South 12°02'31" West, 27.89 feet from the last described point; and
6. South 21°57'23" West, 295.91 feet to a point on the northeasterly line for Parcel 8, Riverwalk (Microfilm 20071220-0107570);

THENCE in part, along said northeasterly line for Parcel 8, Riverwalk and, in part, along said northeasterly line for Parcel 3, Harbor Associates, North 67°59'43" West, 12.00 feet to the point and place of Beginning.

Containing within said metes and bounds, 9,703 square feet (0.223 acres) of land, being the same, more or less...

KG



File No. 26146.00-EXHIB-01

4305 MILLER ROAD  
WILMINGTON, DE 19802-1901  
(302) 764-7635 FAX (302) 764-4170  
www.vdleng.com

June 6, 2024

Description of **Riverwalk Shared Permanent Easement-3**, through land now or formerly of the City of Wilmington, between the terminus of Hollingsworth Avenue, the terminus of Harlan Boulevard, and the Christina River, City of Wilmington, New Castle County, Delaware (through Tax Parcel 26-042.00-033).

ALL THAT CERTAIN tract, piece, or parcel of land with improvements thereon erected, situate between the terminus of Hollingsworth Avenue, the terminus of Harlan Boulevard, and the Christina River, City of Wilmington, New Castle County, Delaware and shown on a plan prepared by VanDemark & Lynch, Inc., Engineers, Planners and Surveyors, Wilmington, Delaware, as file No. 26146.00-EXHIB-01, drawing No. 1.02a through No. 1.02c, dated June 6, 2024, entitled "Easement Exhibit Plan, Christina Riverfront Walkway", and being more particularly described as follows, to wit:

BEGINNING at a point measured 31.55 feet left of the Riverwalk baseline station 0+48.76, as shown on DelDOT Contract No. 99-121-01, on a northeasterly side of Hollingsworth Avenue, being a southwesterly line for Public Open Space, Justison Landing (Microfilm 20060523-0049027), land now or formerly of the City of Wilmington (Tax Parcel 26-042.00-033), said point being measured North 68°04'32" West, 9.61 feet from the northeasterly end of the terminus of Hollingsworth Avenue, a variable width public street:

THENCE, from said point of Beginning, continuing along said northeasterly side of Hollingsworth Avenue, North 68°04'32" West, 8.00 feet to a point;

THENCE through said Public Open Space, Justison Landing, the four (4) following described courses and distances:

1. North 21°55'28" East, 116.54 feet to a point of curvature;
2. Northerly, by a curve to the left having a radius of 96.00 feet, an arc length of 90.65 feet to a point of reverse curvature, said point being distant by a chord of North 05°07'35" West, 87.32 feet from the last described point;
3. Northeasterly, by a curve to the right having a radius of 56.00 feet, an arc length of 113.50 feet to a point of reverse curvature, said point being distant by a chord of North 25°53'11" East, 95.05 feet from the last described point; and
4. Northeasterly, by a curve to the left having a radius of 126.00 feet, an arc length of 114.71 feet to a point on a southerly line for Parcel 1A, Justison Landing (Microfilm 20180112-0001988), said point being distant by a chord of North 57°52'13" East, 110.79 feet from the last described point;

THENCE along said southerly line for Parcel 1A, Justison Landing, North 71°47'19" East, 11.96 feet to a point;

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THENCE through said Public Open Space, Justison Landing, the fourteen (14) following described courses and distances:

1. Southwesterly, by a curve to the right having a radius of 134.00 feet, an arc length of 19.72 feet to a point of tangency, said point being distant by a chord of South 32°05'13" West, 19.71 feet from the last described point;
  2. South 36°18'14" West, 12.88 feet to a point of curvature;
  3. Southeasterly, by a curve to the left having a radius of 5.50 feet, an arc length of 15.35 feet to a point, said point being distant by a chord of South 43°37'45" East, 10.83 feet from the last described point;
  4. South 32°34'04" East, 2.17 feet to a point on a northwesterly line for Riverwalk Shared Permanent Easement-2 (to be recorded);
- (Courses 5 and 6 along said northwesterly line for Riverwalk Shared Permanent Easement-2)
5. Southwesterly, by a curve to the right having a radius of 374.00 feet, an arc length of 9.48 feet to a point of reverse curvature, said point being distant by a chord of South 58°09'32" West, 9.48 feet from the last described point;
  6. Southwesterly, by a curve to the left having a radius of 76.00 feet, an arc length of 32.57 feet to a point, said point being distant by a chord of South 46°36'26" West, 32.32 feet from the last described point;
  7. North 49°51'35" West, 2.93 feet to a point;
  8. Northeasterly, by a curve to the left having a radius of 35.19 feet, an arc length of 5.84 feet to a point, said point being distant by a chord of North 36°11'30" East, 5.84 feet from the last described point to a point of compound curvature;
  9. Northwesterly, by a curve to the left having a radius of 4.80 feet, an arc length of 12.54 feet to a point, said point being distant by a chord of North 43°25'56" West, 9.27 feet from the last described point;
  10. South 61°42'06" West, 9.97 feet to a point;
  11. Westerly, by a curve to the right having a radius of 134.00 feet, an arc length of 52.03 feet to a point of reverse curvature, said point being distant by a chord of South 72°49'33" West, 51.71 feet from the last described point;
  12. Southwesterly, by a curve to the left having a radius of 48.00 feet, an arc length of 97.29 feet to a point of reverse curvature, said point being distant by a chord of South 25°53'11" West, 81.47 feet from the last described point;
  13. Southerly, by a curve to the right having a radius of 104.00 feet, an arc length of 98.20 feet to a point, said point being distant by a chord of South 05°07'35" East, 94.59 feet from the last described point; and
  14. South 21°55'28" West, 116.54 feet to the point and place of Beginning.

Containing within said metes and bounds, 3,880 square feet (0.089 acres) of land, being the same, more or less...

KG



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File No. 26146.00-EXHIB-01

June 6, 2024

Description of **Riverwalk Shared Permanent Easement-4**, through land now or formerly of the City of Wilmington, between the terminus of Poole Place and the Christina River, City of Wilmington, New Castle County, Delaware (through Tax Parcel 26-042.00-033).

ALL THAT CERTAIN tract, piece, or parcel of land with improvements thereon erected, situate between the terminus of Poole Place and the Christina River, City of Wilmington, New Castle County, Delaware and shown on a plan prepared by VanDemark & Lynch, Inc., Engineers, Planners and Surveyors, Wilmington, Delaware, as file No. 26146.00-EXHIB-01, drawing No. 1.02a through No. 1.02c, dated June 6, 2024, entitled "Easement Exhibit Plan, Christina Riverfront Walkway", and being more particularly described as follows, to wit:

BEGINNING at a point measured 90.54 feet left of the Riverwalk baseline station 6+28.51, as shown on DelDOT Contract No. 99-121-01, on a southeasterly terminus of Poole Place, a 64 foot wide public street, being a northwesterly line for Public Open Space, Justison Landing (Microfilm 20060523-0049027), land now or formerly of the City of Wilmington (Tax Parcel 26-042.00-033), said point being measured North 23°53'25" East, 2.37 feet from the southerly end of the said terminus of Poole Place:

THENCE, from said point of Beginning, continuing along said southeasterly terminus of Poole Place, North 23°53'25" East, 8.08 feet to a point;

THENCE through said Public Open Space, Justison Landing, the six (6) following described courses and distances:

1. Easterly, by a curve to the left having a radius of 37.00 feet, an arc length of 26.68 feet to a point of reverse curvature, said point being distant by a chord of North 84°39'29" East, 26.11 feet from the last described point;
  2. Easterly, by a curve to the right having a radius of 39.00 feet, an arc length of 28.78 feet to a point of tangency, said point being distant by a chord of North 85°08'31" East, 28.13 feet from the last described point;
  3. South 73°43'00" East, 35.56 feet to a point on a northwesterly line for Riverwalk Shared Permanent Easement-2 (to be recorded);
- (Course 4 along said northwesterly line for Riverwalk Shared Permanent Easement-2)
4. Southerly, by a curve to the left having a radius of 134.00 feet, an arc length of 8.04 feet to a point, said point being distant by a chord of South 22°08'25" West, 8.04 feet from the last described point;
  5. North 73°43'00" West, 34.74 feet to a point of curvature; and
  6. Southwesterly, by a curve to the left having a radius of 31.00 feet, an arc length of 42.65 feet to a point on a northeasterly line for Parcel 1A, Justison Landing (Microfilm

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Riverwalk Shared Permanent Easement-4  
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20180112-0001988), said point being distant by a chord of South 66°52'18" West, 39.36 feet from the last described point;

THENCE along said northeasterly line for Parcel 1A, Justison Landing, North 66°06'35" West, 10.67 feet to a point;

THENCE through said Public Open Space, Justison Landing, the two (2) following described courses and distances:

1. Northwesterly, by a curve to the left having a radius of 9.00 feet, an arc length of 8.37 feet to a point of tangency, said point being distant by a chord of North 46°03'48" West, 8.07 feet from the last described point; and
2. North 72°41'43" West, 3.44 feet to the point and place of Beginning.

Containing within said metes and bounds, 845 square feet (0.019 acres) of land, being the same, more or less...

KG

**EXHIBIT C**  
**BIOSWALE AREA STORMWATER EASEMENT-1**



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File No. 26146.00-EXHIB-01

June 20, 2024

Description of **Bioswale Area Stormwater Easement-1**, through land now or formerly of the City of Wilmington, between the terminus of Harlan Boulevard, the terminus of Poole Place, and the Christina River, City of Wilmington, New Castle County, Delaware (through Tax Parcel 26-042.00-033).

ALL THAT CERTAIN tract, piece, or parcel of land with improvements thereon erected, situate between the terminus of Harlan Boulevard, the terminus of Poole Place, and the Christina River, City of Wilmington, New Castle County, Delaware and shown on a plan prepared by VanDemark & Lynch, Inc., Engineers, Planners and Surveyors, Wilmington, Delaware, as file No. 26146.00-EXHIB-01, drawing No. 1.02a through No. 1.02c, dated June 6, 2024, entitled "Easement Exhibit Plan, Christina Riverfront Walkway", and being more particularly described as follows, to wit:

BEGINNING at a point measured 68.89 feet left of the Riverwalk baseline station 6+25.20, as shown on DeDOT Contract No. 99-121-01, a southerly corner for Riverwalk Shared Permanent Easement-4 (to be recorded), on a northeasterly line for Parcel 1A, Justison Landing (Microfilm 20180112-0001988), on a southwesterly line for Public Open Space, Justison Landing (Microfilm 20060523-0049027), land now or formerly of the City of Wilmington (Tax Parcel 26-042.00-033), said point being measured South 66°06'35" East, 21.67 feet from the southerly end of the terminus of Poole Place, a 64 foot wide public street:

THENCE, from said point of Beginning, through said Public Open Space, Justison Landing, the seven (7) following described courses and distances:

(Course 1 and 2 along southerly lines for said Riverwalk Shared Permanent Easement-4)

1. Northeasterly, by a curve to the right, having a radius of 31.00 feet, an arc length of 42.65 feet to a point of tangency, said point being distant by a chord of North 66°52'18" East, 39.36 feet from the last described point;
2. South 73°43'00" East, 34.74 feet to a point of curvature on a northwesterly line for Riverwalk Shared Permanent Easement-2 (to be recorded);

(Courses 3 and 4 along said northwesterly line for Riverwalk Shared Permanent Easement-2)

3. Southerly, by a curve to the left having a radius of 134.00 feet, an arc length of 3.41 feet to a point of reverse curvature, said point being distant by a chord of South 19°41'28" West, 3.41 feet from the last described point;
4. Southwesterly, by a curve to the right having a radius of 374.00 feet, an arc length of 239.87 feet to a point, said point being distant by a chord of South 37°20'07" West, 235.78 feet from the last described point;
5. North 02°39'26" West, 9.39 feet to a point;
6. North 54°36'30" West, 10.70 feet to a point on a southeasterly line for Riverwalk Shared Permanent Easement-3 (to be recorded);



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Bioswale Area Stormwater Easement-4  
June 20, 2024, Page 2 of 2

(Course 7 along said southeasterly line for Riverwalk Shared Permanent Easement-3)

7. Northeasterly, by a curve to the left having a radius of 134.00 feet, an arc length of 17.59 feet to a point on a southerly line for said Parcel 1A, Justison Landing, said point being distant by a chord of North 31°37'51" East, 17.58 feet from the last described point;

THENCE along southerly, southeasterly, and northeasterly lines for said Parcel 1A, Justison Landing, the three (3) following described courses and distances:

1. North 71°47'19" East, 11.30 feet to a point;
2. North 23°53'01" East, 163.80 feet to a point; and
3. North 66°06'35" West, 2.74 feet to the point and place of Beginning.

Containing within said metes and bounds, 10,286 square feet (0.236 acres) of land, being the same, more or less...

KG

**EXHIBIT D**  
**STORMWATER/LANDSCAPE EASEMENT-2**



File No. 26146.00-EXHIB-01

4305 MILLER ROAD  
WILMINGTON, DE 19802-1901  
(302) 764-7635 FAX (302) 764-4170  
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June 20, 2024

Description of **Stormwater/Landscape Easement-2**, through land now or formerly of the City of Wilmington, between the terminus of Hollingsworth Avenue, the terminus of Poole Place, and the Christina River, City of Wilmington, New Castle County, Delaware (through Tax Parcel 26-042.00-033).

ALL THAT CERTAIN tract, piece, or parcel of land with improvements thereon erected, situate between the terminus of Hollingsworth Avenue, the terminus of Poole Place, and the Christina River, City of Wilmington, New Castle County, Delaware and shown on a plan prepared by VanDemark & Lynch, Inc., Engineers, Planners and Surveyors, Wilmington, Delaware, as file No. 26146.00-EXHIB-01, drawing No. 1.02a through No. 1.02c, dated June 6, 2024, entitled "Easement Exhibit Plan, Christina Riverfront Walkway", and being more particularly described as follows, to wit:

BEGINNING at a point measured 6.00 feet right of the Riverwalk baseline station -0+00.71, as shown on DelDOT Contract No. 99-121-01, on the northeasterly line for Parcel 8, Riverwalk (Microfilm 20071220-0107570), being a southwesterly line for Public Open Space, Justison Landing (Microfilm 20060523-0049027), also being a southerly corner for Riverwalk Shared Permanent Easement-2 (to be recorded), said point being measured the two (2) following described courses and distances from the northeasterly end of the terminus of Hollingsworth Avenue, a variable width public street:

1. South 21°55'28" West, 49.46 feet to a point; and
2. South 67°59'43" East, 15.91 feet to the point of Beginning;

THENCE, from said point of Beginning, through said Public Open Space, Justison Landing, along the southeasterly side of said Riverwalk Shared Permanent Easement-2, the six (6) following described courses and distances:

1. North 21°57'23" East, 295.91 feet to a point of curvature;
2. Northerly, by a curve to the left having a radius of 81.00 feet, an arc length of 28.03 feet to a point of reverse curvature, said point being distant by a chord of North 12°02'31" East, 27.89 feet from the last described point;
3. Northeasterly, by a curve to the right having a radius of 64.00 feet, an arc length of 63.40 feet to a point of reverse curvature, said point being distant by a chord of North 30°30'22" East, 60.84 feet from the last described point;
4. Northeasterly, by a curve to the left having a radius of 386.00 feet, an arc length of 268.96 feet to a point of reverse curvature, said point being distant by a chord of North 38°55'23" East, 263.55 feet from the last described point;

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Stormwater/Landscape Easement-2  
June 20, 2024, Page 2 of 2

5. Northeasterly, by a curve to the right having a radius of 122.00 feet, an arc length of 149.42 feet to a point of reverse curvature, said point being distant by a chord of North 54°02'57" East, 140.26 feet from the last described point;
6. Easterly, by a curve to the left having a radius of 248.00 feet, an arc length of 0.34 feet to a point on a southwesterly line for land now or formerly of Juniper Building LLC (Deed Record 20051216-0129695), said point being distant by a chord of North 89°05'51" East, 0.34 feet from the last described point;

THENCE along said southwesterly line for land now or formerly of Juniper Building LLC, South 38°12'38" East, 91.30 feet to a point on the Port Warden Line for the Christina River;

THENCE along said Port Warden Line for the Christina River, the four (4) following described courses and distances:

1. South 51°47'22" West, 275.32 feet to a point;
2. South 42°55'41" West, 182.74 feet to a point;
3. North 66°03'09" West, 5.00 feet to a point; and
4. South 22°49'03" West, 299.92 feet to a point, the easterly corner for said Parcel 8, Riverwalk;

THENCE along said northeasterly line for Parcel 8, Riverwalk, North 67°59'43" West, 23.31 feet to a point to the point and place of Beginning.

Containing within said metes and bounds, 41,075 square feet (0.943 acres) of land, being the same, more or less...

KG

Tax Parcel No.: 26-043.00-R/W

PREPARED BY/RETURN TO:  
Monzack Mersky and Browder, P.A.  
1201 North Orange Street, Suite 400  
Wilmington, DE 19801

## EASEMENT AND MAINTENANCE AGREEMENT

**THIS EASEMENT AND MAINTENANCE AGREEMENT** (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and among the **CITY OF WILMINGTON, NEW CASTLE COUNTY, DELAWARE** (hereinafter referred to as the “City” or “Grantor”) and **RIVERFRONT DEVELOPMENT CORPORATION OF DELAWARE**, a Delaware corporation (hereinafter referred to as “RDC” or “Grantee”).

### RECITALS

- A. **WHEREAS**, Grantor is the owner of certain property located at the terminus of South Tatnall Street at the Christina River, City of Wilmington, New Castle County, Delaware and further identified as Tax Parcel Number 26-043.00-R/W (the “Subject Property”); and
- B. **WHEREAS**, RDC has caused to be constructed and maintained a riverwalk located on the Subject Property as depicted on Exhibit A, incorporated by reference and made a part of this Agreement (the “Riverwalk”); and
- C. **WHEREAS**, the Riverwalk requires the establishment of a shared permanent easement on the Subject Property as depicted in the legal description attached as Exhibit B, incorporated by reference and made a part of this Agreement (the “Riverwalk Shared Permanent Easement-6”); and
- D. **WHEREAS**, the Riverwalk requires the establishment of a landscape area on the Subject Property as depicted in the legal description attached as Exhibit C, incorporated by reference and made a part of this Agreement (the “Landscape Easement-3”); and
- E. **WHEREAS**, the Riverwalk requires the establishment of a stormwater/landscape area on the Subject Property as depicted in the legal description attached as Exhibit D, incorporated by reference and made a part of this Agreement (the “Stormwater/Landscape Easement-4”); and
- F. **WHEREAS**, Grantor and Grantee wish to memorialize the existence of the Riverwalk on the Subject Property; and

G. **WHEREAS**, Grantee will bear the responsibility for the maintenance of the Riverwalk, Riverwalk Shared Permanent Easement-6, Landscape Easement-3 and the Stormwater/Landscape Easement-4.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration as set forth in this Agreement, Grantor and Grantee hereby covenant and agree as follows:

1. Incorporation by Reference. Recitals A through G are incorporated by reference and made a part of this Agreement.
2. Grant of Easement. By this Agreement, Grantor grants to Grantee the following easements to accomplish the maintenance and use of the Riverwalk:
  - A. A shared permanent easement for the Riverwalk set forth in the legal description attached as Exhibit B (the "Riverwalk Shared Permanent Easement-6"), incorporated by reference and made a part of this Agreement.
  - B. A landscape area as set forth in the legal description attached as Exhibit C (the "Landscape Easement-3"), incorporated by reference and made a part of this Agreement.
  - C. A stormwater/landscape area as set forth in the legal description attached as Exhibit D (the "Stormwater/Landscape Easement-4"), incorporated by reference and made a part of this Agreement.

Subparagraphs A through C above are sometimes collectively referred to as an "Easement Area" or collectively as the "Easement Areas".

3. Use.
  - A. Any landscaping or structure on, over, or above the Riverwalk shall be permitted so long as such landscaping or structure: (i) does not materially impede the use of the Riverwalk, or (ii) is not aesthetically consistent with other areas of the Riverwalk. A party seeking such landscaping or structure (the "Initiating Party") shall provide the other party with at least sixty (60) days written notice of the proposed landscaping or structure. The recipient of the notice (the "Receiving Party") shall have sixty (60) days to respond. If the Receiving Party does not respond, the Initiating Party may proceed with the proposed landscaping or structure. If the Receiving Party objects, then the following shall apply:

If good faith negotiations between the parties do not resolve the controversy within sixty (60) days, such dispute shall be settled by binding arbitration with a single arbitrator mutually agreed upon both parties. If the Parties cannot agree upon the selection of an arbitrator within thirty (30) days, either party may request a court of appropriate jurisdiction to appoint an arbitrator, who shall be a retired Delaware judge. The award of the arbitrator shall be final, binding and non-appealable and judgement

- on the award rendered by the arbitrator may be entered in any Delaware court having jurisdiction thereof.
- B. Motorized vehicular use of the Riverwalk is prohibited; provided however, emergency vehicles for the benefit of Grantor and Grantee and maintenance vehicles authorized by Grantee may use the Easement Areas as necessary for maintenance purposes.
  - C. The tying or mooring of boats to the Riverwalk within any Easement Area is strictly prohibited. All damage to the Riverwalk incurred by result of tying or mooring of boats to the Riverwalk within any Easement Area by or on behalf of Grantor shall be the sole responsibility of the Grantor.
  - D. Grantor shall not block or impede the use of any Easement Area.
  - E. Grantor reserves the right for itself, employees, agents, or contractors, and for any utilities with facilities located upon, over, under, or within the Easement Areas, of free, uninterrupted entry upon the Easement Areas for the purpose of inspecting the Easement Areas and for repair, maintenance, removal, or location of any utility facilities located upon, over, under, or within the Easement Areas. For clarity and avoidance of doubt, nothing herein shall be construed to limit Grantor's authority with regard to granting franchises to public service corporations nor the rights, responsibilities, or liabilities of such public service corporations in connection therewith.
4. Maintenance. Grantee shall, at its sole cost and expense, maintain the Riverwalk Shared Permanent Easement-6, Landscape Easement-3, and Stormwater/Landscape Easement-4 in perpetuity. The Riverwalk Shared Permanent Easement-6 shall include the right of the Grantee, its employees, contractors, and agents, and such other entities as RDC may authorize, including, but not limited to, the Delaware Department of Transportation ("DelDOT") and personnel of the Riverfront Wilmington Business Improvement District to have access for purposes of security, maintenance and repair. If Grantee fails to properly maintain the Easement Areas, Grantor shall provide Grantee written notice as here and after provided, stating with specificity, the maintenance required to be performed. If Grantee has not performed or made a good faith beginning of such performance or such maintenance within thirty (30) days of receipt of Grantor's notice, Grantor may perform such maintenance and forward a bill for all reasonable expenses incurred for providing the required maintenance to Grantee for immediate payment to Grantor.
  5. Abandonment. Should this Agreement ever be abandoned by Grantee or by mutual agreement, this Agreement shall terminate, be null and void, and no longer encumber the Subject Property and such action shall be evidenced by a recorded Release of Easement.
  6. Indemnity. RDC will indemnify Grantor and save Grantor harmless from and against any and all claims, actions, damages, liability and expenses including reasonable attorney fees in connection with loss of life, personal injury and/or damage to the Riverwalk which shall

occur within the Riverwalk Easement arising out of the maintenance or the public's use of the easement and not resulting from Grantor's negligence or intentional misconduct.

7. Insurance. 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 Grantee's obligations pursuant to Section 7 of this Agreement. Grantee shall name Grantor as an additional insured on Grantee's insurance policy. A copy of the certificate of insurance shall be provided to Grantor.
8. Binding Covenant. This Agreement shall be a covenant running with the Subject Property and shall bind the parties hereto, and their respective successors and assigns. This Agreement shall be recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware.
9. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
10. No Encumbrances or Assignments. Grantee shall not encumber or assign the Easement Areas without the express prior written approval of Grantor.
11. No Third-Party Beneficiaries. 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.
12. Applicable Law. This Agreement shall be governed by the substantive laws of the State of Delaware without regard to its conflicts of laws principles; and except as otherwise provided herein, the State and Federal courts in Delaware shall have exclusive jurisdiction over any proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement.
13. Entire Agreement. This Agreement constitutes the entire agreement by and among the undersigned, and each of them, and with respect to the subject matter of this Agreement, it supersedes any and all other agreements, understandings, negotiations or discussions, either oral or in writing, expressed or implied, concerning the subject matter herein among the parties to the Agreement. This Agreement may not be amended except by a written agreement executed by Grantor and Grantee.
14. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement, held invalid or unenforceable only in part or degree, shall remain in full force and effect to the extent not held invalid or unenforceable.



15. Duty to Cooperate. Each of the parties agrees that it will promptly execute and deliver all such documents and instruments as may be necessary and appropriate to effectuate the terms of this Agreement.
16. Notice. For purposes of this Agreement, all notices required shall be in writing and either (a) hand-delivered, (b) sent via FedEx or similar overnight service, or (c) sent via electronic mail, so long as contemporaneous notice is also provided through either method (a) or (b) as herein described. All such notices shall be effective upon receipt and shall be addressed as follows:

If to Grantor:                   City of Wilmington  
  Commissioner of Public Works  
  Department of Public Works  
  800 North French Street  
  6<sup>th</sup> Floor  
  Wilmington, DE 19801  
  Telephone No.: 302-576-3081  
  Attn: Deputy Commissioner

And:                                 City Solicitor of Wilmington  
  800 North French Street  
  9<sup>th</sup> Floor  
  Wilmington, DE 19801

If to Grantee:                   Riverfront Development Corporation of Delaware  
  Attention: Executive Director  
  Chase Center on the Riverfront  
  815 Justison Street  
  Wilmington, DE 19801

The parties hereto shall be responsible for notifying each other of any change of address in accordance with this Subparagraph. Any notice may be provided by counsel for either party.

17. Headings. 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.
18. Authority. Each person executing this Agreement on behalf of a party represents that he or she is fully authorized to enter into the Agreement and to bind such Party with respect to the terms, conditions, rights, benefits, protections, and obligations contained herein.

**[SIGNATURE PAGE TO FOLLOW]**

**THIS AGREEMENT** shall be a covenant running with the land and shall bind the parties hereto and their respective heirs, successors, assigns, and personal representatives.

**IN WITNESS WHEREOF**, the said parties have executed this Agreement under seal the day and year first above written.

**WITNESS:**

**GRANTOR:  
CITY OF WILMINGTON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

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

**STATE OF DELAWARE**       )  
  )  
**NEW CASTLE COUNTY**    )

**SS.**

**BEFORE ME**, a notary public, in and for said county and state, personally appeared \_\_\_\_\_, \_\_\_\_\_, who acknowledged to me that he/she did execute the foregoing instrument on behalf of \_\_\_\_\_.

**IN TESTIMONY WHEREOF**, I have subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_  
PRINT NAME  
\_\_\_\_\_  
MY COMMISSION EXPIRES

**WITNESS:**

**GRANTEE:  
RIVERFRONT DEVELOPMENT  
CORPORATION OF DELAWARE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Name: Megan M. McGlinchey  
Title: Executive Director  
Date: \_\_\_\_\_

**STATE OF DELAWARE**        )  
  )  
**NEW CASTLE COUNTY**    )

**SS.**

**BEFORE ME**, a notary public, in and for said county and state, personally appeared Megan M. McGlinchey, Executive Director of Riverfront Development Corporation of Delaware, a Delaware corporation, who acknowledged to me that she did execute the foregoing instrument on behalf of Riverfront Development Corporation of Delaware.

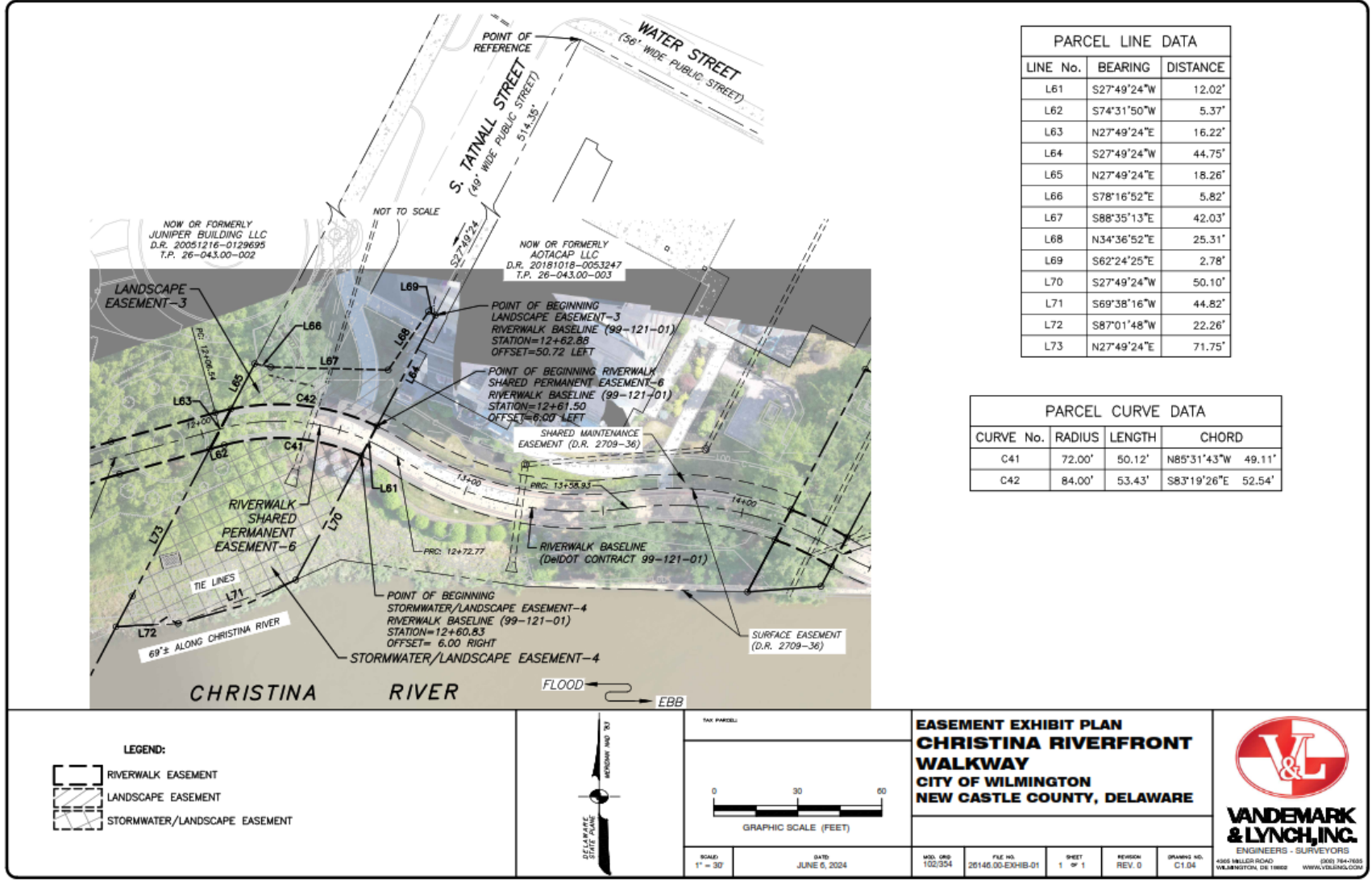
**IN TESTIMONY WHEREOF**, I have subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
MY COMMISSION EXPIRES

**EXHIBIT A**  
**RIVERWALK**

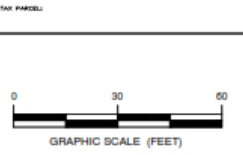


PARCEL LINE DATA		
LINE No.	BEARING	DISTANCE
L61	S27°49'24"W	12.02'
L62	S74°31'50"W	5.37'
L63	N27°49'24"E	16.22'
L64	S27°49'24"W	44.75'
L65	N27°49'24"E	18.26'
L66	S78°16'52"E	5.82'
L67	S88°35'13"E	42.03'
L68	N34°36'52"E	25.31'
L69	S62°24'25"E	2.78'
L70	S27°49'24"W	50.10'
L71	S69°38'16"W	44.82'
L72	S87°01'48"W	22.26'
L73	N27°49'24"E	71.75'

PARCEL CURVE DATA			
CURVE No.	RADIUS	LENGTH	CHORD
C41	72.00'	50.12'	N85°31'43"W 49.11'
C42	84.00'	53.43'	S83°19'26"E 52.54'

**LEGEND:**

	RIVERWALK EASEMENT
	LANDSCAPE EASEMENT
	STORMWATER/LANDSCAPE EASEMENT



SCALE: 1" = 30'  
DATE: JUNE 8, 2004

**EASEMENT EXHIBIT PLAN  
CHRISTINA RIVERFRONT  
WALKWAY  
CITY OF WILMINGTON  
NEW CASTLE COUNTY, DELAWARE**



**VANDEMARK & LYNCH, INC.**  
ENGINEERS - SURVEYORS  
4555 MILLER ROAD  
WILMINGTON, DE 19802  
(302) 764-7855  
WWW.V&LINC.COM

MDL. 102:254  
FILE NO. 20140.00-EXHIB-01  
SHEET 1 OF 1  
REVISION REV. 0  
DRAWING NO. C1.04

**EXHIBIT B**  
**RIVERWALK SHARED PERMANENT EASEMENT-6**



File No. 26146.00-EXHIB-01

4305 MILLER ROAD  
WILMINGTON, DE 19802-1901  
(302) 764-7635 FAX (302) 764-4170  
www.vdlen.com

June 6, 2024

Description of **Riverwalk Shared Permanent Easement-6**, at the terminus of South Tatnall Street at the Christina River, City of Wilmington, New Castle County, Delaware.

ALL THAT CERTAIN tract, piece, or parcel of land with improvements thereon erected, situate at the terminus of South Tatnall Street at the Christina River, City of Wilmington, New Castle County, Delaware and shown on a plan prepared by VanDemark & Lynch, Inc., Engineers, Planners and Surveyors, Wilmington, Delaware, as file No. 26146.00-EXHIB-01, drawing No. C1.04, dated June 6, 2024, entitled "Easement Exhibit Plan, Christina Riverfront Walkway", and being more particularly described as follows, to wit:

BEGINNING at a point measured 6.00 feet left of the Riverwalk baseline station 12+61.50, as shown on DelDOT Contract No. 99-121-01, on a northwesterly line for land now or formerly of AOTACAP LLC (Deed Record 20181018-0053247), being the southeasterly side of South Tatnall Street, a 49 foot wide public street, said point being measured South 27°49'24" West, 559.10 feet from the intersection of the southwesterly side of Water Street, a 56 foot wide public street, with said southeasterly side of South Tatnall Street;

THENCE, from said point of Beginning, continuing along said northwesterly line for land now or formerly of AOTACAP LLC, South 27°49'24" West line, 12.02 feet to a point;

THENCE, through the bed of said South Tatnall Street, the two (2) following described courses and distances:

1. Westerly, by a curve to the left having a radius of 72.00 feet, an arc length of 50.12 feet to a point of tangency, said point being distant by a chord of North 85°31'43" West, 49.11 feet from the last described point; and
2. South 74°31'50" West, 5.37 feet to a point on the southeasterly line for land now or formerly of Juniper Building LLC (Deed Record 20051216-0129695);

THENCE along said southeasterly line for land now or formerly of Juniper Building LLC, North 27°49'24" East, 16.22 feet to a point;

THENCE, through said bed of South Tatnall Street, Easterly, by a curve to the right having a radius of 84.00 feet, an arc length of 53.43 feet to the point and place of Beginning, said point being distant by a chord of South 83°19'26" East, 52.54 feet from the last described point.

Containing within said metes and bounds, 653 square feet (0.015 acres) of land, being the same, more or less...

KG

**EXHIBIT C**  
**LANDSCAPE EASEMENT-3**





# VANDEMARK & LYNCH, INC.

ENGINEERS • SURVEYORS • PLANNERS

4305 MILLER ROAD  
WILMINGTON, DE 19802-1901  
(302) 764-7635 FAX (302) 764-4170  
www.vdlen.com

File No. 26146.00-EXHIB-01

June 20, 2024

Description of **Landscape Easement-3**, at the terminus of South Tatnall Street at the Christina River, City of Wilmington, New Castle County, Delaware.

ALL THAT CERTAIN tract, piece, or parcel of land with improvements thereon erected, situate at the terminus of South Tatnall Street at the Christina River, City of Wilmington, New Castle County, Delaware and shown on a plan prepared by VanDemark & Lynch, Inc., Engineers, Planners and Surveyors, Wilmington, Delaware, as file No. 26146.00-EXHIB-01, drawing No. C1.04, dated June 6, 2024, entitled "Easement Exhibit Plan, Christina Riverfront Walkway", and being more particularly described as follows, to wit:

BEGINNING at a point measured 50.72 feet left of the Riverwalk baseline station 12+62.88, as shown on DelDOT Contract No. 99-121-01, on a northeasterly line for land now or formerly of AOTACAP LLC (Deed Record 20181018-0053247), being the southeasterly side of South Tatnall Street, a 49 foot wide public street, said point being measured South 27°49'24" West, 514.35 feet from the intersection of the southwesterly side of Water Street, a 56 foot wide public street, with said southeasterly side of South Tatnall Street;

THENCE, from said point of Beginning, continuing along said northeasterly line for land now or formerly of AOTACAP LLC, South 27°49'24" West, 44.75 feet to a point on the northerly side of Riverwalk Shared Permanent Easement-6 (to be recorded);

THENCE, through the bed of said South Tatnall Street, along said northerly side of Riverwalk Shared Permanent Easement-6, westerly, by a curve to the left having a radius of 84.00 feet, an arc length of 53.43 feet to a point on the southeasterly line for land now or formerly of Juniper Building LLC (Deed Record 20051216-0129695), said point being distant by a chord of North 83°19'26" West, 52.54 feet from the last described point;

THENCE along said southeasterly line for land now or formerly of Juniper Building LLC, North 27°49'24" East, 18.26 feet to a point;

THENCE, through said bed of South Tatnall Street, the four (4) following described courses and distances:

1. South 78°16'52" East, 5.82 feet to a point;
2. South 88°35'13" East, 42.03 feet to a point;
3. North 34°36'52" East, 25.31 feet to a point; and
4. South 62°24'25" East, 2.78 feet to a point to the point and place of Beginning.

Containing within said metes and bounds, 923 square feet (0.021 acres) of land, being the same, more or less...

KG

**EXHIBIT D**  
**STORMWATER/LANDSCAPE EASEMENT-4**



File No. 26146.00-EXHIB-01

June 20, 2024

Description of **Stormwater/Landscape Easement-4**, at the terminus of South Tatnall Street at the Christina River, City of Wilmington, New Castle County, Delaware.

ALL THAT CERTAIN tract, piece, or parcel of land with improvements thereon erected, situate at the terminus of South Tatnall Street at the Christina River, City of Wilmington, New Castle County, Delaware and shown on a plan prepared by VanDemark & Lynch, Inc., Engineers, Planners and Surveyors, Wilmington, Delaware, as file No. 26146.00-EXHIB-01, drawing No. C1.04, dated June 6, 2024, entitled "Easement Exhibit Plan, Christina Riverfront Walkway", and being more particularly described as follows, to wit:

BEGINNING at a point measured 6.00 feet right of the Riverwalk baseline station 12+60.83, as shown on DelDOT Contract No. 99-121-01, on a northwesterly line for land now or formerly of AOTACAP LLC (Deed Record 20181018-0053247), being the southwesterly side of South Tatnall Street, a 49 foot wide public street, also being a southeasterly corner for Riverwalk Shared Permanent Easement-6 (to be recorded), said point being measured South 27°49'24" West, 571.12 feet from the intersection of the southwesterly side of Water Street, a 56 foot wide public street, with said southeasterly side of South Tatnall Street;

THENCE, from said point of Beginning, continuing along said northeasterly line for land now or formerly of AOTACAP LLC, South 27°49'24" West line, 50.10 feet to a point on the northerly side of Christina River;

THENCE along said northerly side of Christina River, 69 feet, more or less, by its various meanderings, the two (2) following described tie line courses and distances:

1. South 69°38'16" West, 44.82 feet to a point; and
2. South 87°01'48" West, 22.26 feet to a point on the southeasterly line for land now or formerly of Juniper Building LLC (Deed Record 20051216-0129695);

THENCE along said southeasterly line for land now or formerly of Juniper Building LLC, North 27°49'24" East, 71.75 feet to a point, the southwesterly corner for said Riverwalk Shared Permanent Easement-6;

THENCE, through the bed of said South Tatnall Street, along the southerly side of said Riverwalk Shared Permanent Easement-6, the two (2) following described courses and distances:

1. North 74°31'50" East, 5.37 feet to a point of curvature; and
2. Easterly, by a curve to the right having a radius of 72.00 feet, an arc length of 50.12 feet to the point and place of Beginning, said point being distant by a chord of South 85°31'43" East, 49.11 feet from the last described point.

Containing within said metes and bounds, 3,322 square feet (0.076 acres) of land, being the same, more or less...

KG

Tax Parcel No.: 26-043.00-R/W

PREPARED BY/RETURN TO:  
Monzack Mersky and Browder, P.A.  
1201 North Orange Street, Suite 400  
Wilmington, DE 19801

## EASEMENT AND MAINTENANCE AGREEMENT

**THIS EASEMENT AND MAINTENANCE AGREEMENT** (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and among **CITY OF WILMINGTON, NEW CASTLE COUNTY, DELAWARE** (hereinafter referred to as the “City” or “Grantor”) and **RIVERFRONT DEVELOPMENT CORPORATION OF DELAWARE**, a Delaware corporation (hereinafter referred to as “RDC” or “Grantee”).

### RECITALS

- A. **WHEREAS**, Grantor is the owner of certain property located at the terminus of Avenue of the Arts at the Christina River, City of Wilmington, New Castle County, Delaware and at the terminus of Orange Street at the Christina River, City of Wilmington, New Castle County, Delaware and further identified as Tax Parcel Number 26-043.00-R/W (collectively, the “Subject Property”); and
- B. **WHEREAS**, RDC has caused to be constructed and maintained a riverwalk located on the Subject Property as depicted on Exhibit A, incorporated by reference and made a part of this Agreement (the “Riverwalk”); and
- C. **WHEREAS**, the Riverwalk requires the establishment of shared permanent easement areas on the Subject Property as depicted in the legal descriptions attached as Exhibit B, incorporated by reference and made a part of this Agreement (the “Riverwalk Shared Permanent Easement-7” and “Riverwalk Shared Permanent Easement-8”); and
- D. **WHEREAS**, the Riverwalk requires the establishment of landscape areas on the Subject Property as depicted in the legal descriptions attached as Exhibit C, incorporated by reference and made a part of this Agreement (the “Landscape Easement-4” and “Landscape Easement-5”); and
- E. **WHEREAS**, the Riverwalk requires the establishment of stormwater/landscape areas on the Subject Property as depicted in the legal descriptions attached as Exhibit D, incorporated by reference and made a part of this Agreement (the “Stormwater/Landscape Easement-5” and “Stormwater/Landscape Easement-6”); and
- F. **WHEREAS**, Grantor and Grantee wish to memorialize the existence of the Riverwalk on the Subject Property; and

G. **WHEREAS**, Grantee will bear the responsibility for the maintenance of the Riverwalk, Riverwalk Shared Permanent Easement-7, Riverwalk Shared Permanent Easement-8, Landscape Easement-4, Landscape Easement-5, Stormwater/Landscape Easement-5 and the Stormwater/Landscape Easement-6.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration as set forth in this Agreement, Grantor and Grantee hereby covenant and agree as follows:

1. Incorporation by Reference. Recitals A through G are incorporated by reference and made a part of this Agreement.
2. Grant of Easement. By this Agreement, Grantor grants to Grantee the following easements to accomplish the maintenance and use of the Riverwalk:
  - A. A shared permanent easement for the Riverwalk as set forth in the legal descriptions attached as Exhibit B (the “Riverwalk Shared Permanent Easement-7” and the “Riverwalk Shared Permanent Easement-8”), incorporated by reference and made a part of this Agreement.
  - B. Landscape areas as set forth in the legal descriptions attached as Exhibit C (the “Landscape Easement-4” and the “Landscape Easement-5”), incorporated by reference and made a part of this Agreement.
  - C. Stormwater/landscape areas as set forth in the legal descriptions attached as Exhibit D (the “Stormwater/Landscape Easement-5” and “Stormwater/Landscape Easement-6”), incorporated by reference and made a part of this Agreement.

Subparagraphs A through C above are sometimes collectively referred to as an “Easement Area” or collectively as the “Easement Areas”.

3. Use.
  - A. Any landscaping or structure on, over, or above the Riverwalk shall be permitted so long as such landscaping or structure: (i) does not materially impede the use of the Riverwalk, or (ii) is not aesthetically consistent with other areas of the Riverwalk. A party seeking such landscaping or structure (the “Initiating Party”) shall provide the other party with at least sixty (60) days written notice of the proposed landscaping or structure. The recipient of the notice (the “Receiving Party”) shall have sixty (60) days to respond. If the Receiving Party does not respond, the Initiating Party may proceed with the proposed landscaping or structure. If the Receiving Party objects, then the following shall apply:

If good faith negotiations between the parties do not resolve the controversy within sixty (60) days, such dispute shall be settled by binding arbitration with a single arbitrator mutually agreed upon both parties. If the Parties cannot agree upon the selection of an arbitrator within thirty (30) days, either party may request a court of

- appropriate jurisdiction to appoint an arbitrator, who shall be a retired Delaware judge. The award of the arbitrator shall be final, binding and non-appealable and judgement on the award rendered by the arbitrator may be entered in any Delaware court having jurisdiction thereof.
- B. Motorized vehicular use of the Riverwalk is prohibited; provided however, emergency vehicles for the benefit of Grantor and Grantee and maintenance vehicles authorized by Grantee may use the Easement Areas as necessary for maintenance purposes.
  - C. The tying or mooring of boats to the Riverwalk within any Easement Area is strictly prohibited. All damage to the Riverwalk incurred by result of tying or mooring of boats to the Riverwalk within any Easement Area by or on behalf of Grantor shall be the sole responsibility of the Grantor.
  - D. Grantor shall not block or impede the use of any Easement Area.
  - E. Grantor reserves the right for itself, employees, agents, or contractors, and for any utilities with facilities located upon, over, under, or within the Easement Areas, of free, uninterrupted entry upon the Easement Areas for the purpose of inspecting the Easement Areas and for repair, maintenance, removal, or location of any utility facilities located upon, over, under, or within the Easement Areas. For clarity and avoidance of doubt, nothing herein shall be construed to limit Grantor's authority with regard to granting franchises to public service corporations nor the rights, responsibilities, or liabilities of such public service corporations in connection therewith.
4. Maintenance. Grantee shall, at its sole cost and expense, maintain the Riverwalk Shared Permanent Easement-7, Riverwalk Shared Permanent Easement-8, Landscape Easement-4, Landscape Easement-5, Stormwater/Landscape Easement-5 and Stormwater/Landscape Easement-6 in perpetuity. The Riverwalk Shared Permanent Easement-7 and the Riverwalk Shared Permanent Easement-8 shall include the right of the Grantee, its employees, contractors, and agents, and such other entities as RDC may authorize, including, but not limited to, the Delaware Department of Transportation ("DelDOT") and personnel of the Riverfront Wilmington Business Improvement District to have access for purposes of security, maintenance and repair. If Grantee fails to properly maintain the Easement Areas, Grantor shall provide Grantee written notice as here and after provided, stating with specificity, the maintenance required to be performed. If Grantee has not performed or made a good faith beginning of such performance or such maintenance within thirty (30) days of receipt of Grantor's notice, Grantor may perform such maintenance and forward a bill for all reasonable expenses incurred for providing the required maintenance to Grantee for immediate payment to Grantor.
  5. Abandonment. Should this Agreement ever be abandoned by Grantee or by mutual agreement, this Agreement shall terminate, be null and void, and no longer encumber the Subject Property and such action shall be evidenced by a recorded Release of Easement.

6. Indemnity. RDC will indemnify Grantor and save Grantor harmless from and against any and all claims, actions, damages, liability and expenses including reasonable attorney fees in connection with loss of life, personal injury and/or damage to the Riverwalk which shall occur within the Riverwalk Easement arising out of the maintenance or the public's use of the easement and not resulting from Grantor's negligence or intentional misconduct.
7. Insurance. 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 Grantee's obligations pursuant to Section 7 of this Agreement. Grantee shall name Grantor as an additional insured on Grantee's insurance policy. A copy of the certificate of insurance shall be provided to Grantor.
8. Binding Covenant. This Agreement shall be a covenant running with the Subject Property and shall bind the parties hereto, and their respective successors and assigns. This Agreement shall be recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware.
9. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
10. No Encumbrances or Assignments. Grantee shall not encumber or assign the Easement Areas without the express prior written approval of Grantor.
11. No Third-Party Beneficiaries. 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.
12. Applicable Law. This Agreement shall be governed by the substantive laws of the State of Delaware without regard to its conflicts of laws principles; and except as otherwise provided herein, the State and Federal courts in Delaware shall have exclusive jurisdiction over any proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement.
13. Entire Agreement. This Agreement constitutes the entire agreement by and among the undersigned, and each of them, and with respect to the subject matter of this Agreement, it supersedes any and all other agreements, understandings, negotiations or discussions, either oral or in writing, expressed or implied, concerning the subject matter herein among the parties to the Agreement. This Agreement may not be amended except by a written agreement executed by Grantor and Grantee.
14. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement, held invalid or unenforceable only in

part or degree, shall remain in full force and effect to the extent not held invalid or unenforceable.

15. Duty to Cooperate. Each of the parties agrees that it will promptly execute and deliver all such documents and instruments as may be necessary and appropriate to effectuate the terms of this Agreement.
16. Notice. For purposes of this Agreement, all notices required shall be in writing and either (a) hand-delivered, (b) sent via FedEx or similar overnight service, or (c) sent via electronic mail, so long as contemporaneous notice is also provided through either method (a) or (b) as herein described. All such notices shall be effective upon receipt and shall be addressed as follows:

If to Grantor:                   City of Wilmington  
  Commissioner of Public Works  
  Department of Public Works  
  800 North French Street  
  6<sup>th</sup> Floor  
  Wilmington, DE 19801  
  Telephone No.: 302-576-3081  
  Attn: Deputy Commissioner

And:                                 City Solicitor of Wilmington  
  800 North French Street  
  9<sup>th</sup> Floor  
  Wilmington, DE 19801

If to Grantee:                   Riverfront Development Corporation of Delaware  
  Attention: Executive Director  
  Chase Center on the Riverfront  
  815 Justison Street  
  Wilmington, DE 19801

The parties hereto shall be responsible for notifying each other of any change of address in accordance with this Subparagraph. Any notice may be provided by counsel for either party.

17. Headings. 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.
18. Authority. Each person executing this Agreement on behalf of a party represents that he or she is fully authorized to enter into the Agreement and to bind such Party with respect to the terms, conditions, rights, benefits, protections, and obligations contained herein.

**[SIGNATURE PAGE TO FOLLOW]**





**WITNESS:**

**GRANTEE:  
RIVERFRONT DEVELOPMENT  
CORPORATION OF DELAWARE**

By: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Name: Megan M. McGlinchey

Title: Executive Director

Date: \_\_\_\_\_

STATE OF DELAWARE )

) SS.

NEW CASTLE COUNTY )

**BEFORE ME**, a notary public, in and for said county and state, personally appeared Megan M. McGlinchey, Executive Director of Riverfront Development Corporation of Delaware, a Delaware corporation, who acknowledged to me that she did execute the foregoing instrument on behalf of Riverfront Development Corporation of Delaware.

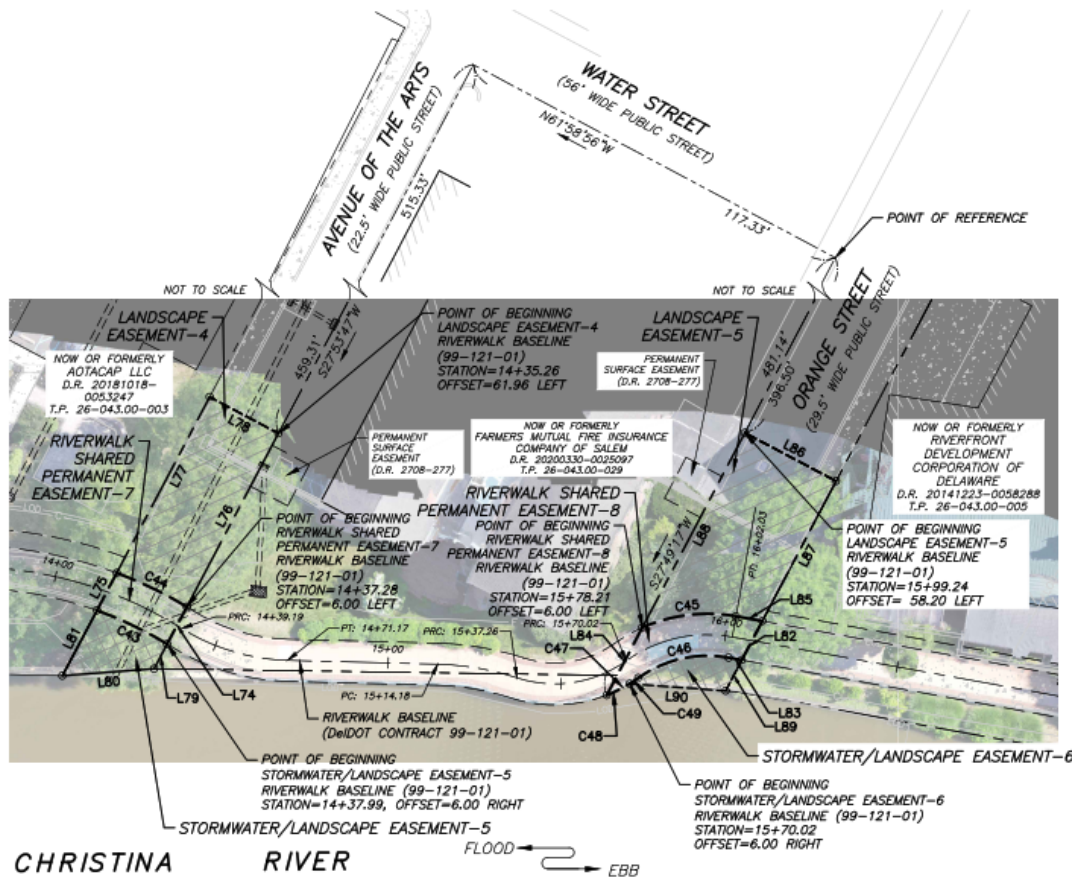
**IN TESTIMONY WHEREOF**, I have subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
MY COMMISSION EXPIRES

**EXHIBIT A**  
**RIVERWALK**

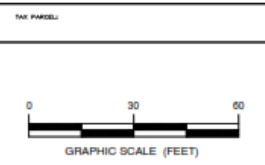


PARCEL LINE DATA		
LINE No.	BEARING	DISTANCE
L74	S27°53'47"W	12.02'
L75	N27°53'47"E	12.11'
L76	S27°53'43"W	56.02'
L77	N27°53'37"E	56.83'
L78	N62°06'13"W	22.25'
L79	S27°53'47"W	7.93'
L80	S85°35'11"W	26.33'
L81	N27°53'47"E	21.09'
L82	S27°49'17"W	12.59'
L83	N79°45'38"W	3.85'
L84	N27°49'17"E	21.82'
L85	S79°45'38"E	7.65'
L86	S62°10'43"E	29.50'
L87	S27°49'17"W	45.17'
L88	S27°49'17"W	62.82'
L89	S27°49'17"W	9.94'
L90	N85°46'49"W	27.52'

PARCEL CURVE DATA			
CURVE No.	RADIUS	LENGTH	CHORD
C43	109.00'	22.31'	N64°25'43"W 22.27'
C44	121.00'	22.30'	S64°11'45"E 22.26'
C45	46.00'	27.40'	N83°10'42"E 26.99'
C46	34.00'	27.21'	S77°18'48"W 26.49'
C47	41.00'	10.27'	S61°33'55"W 10.25'
C48	41.00'	7.32'	N63°37'33"E 7.31'
C49	41.00'	2.95'	N56°26'53"E 2.95'

**LEGEND:**

- RIVERWALK EASEMENT
- LANDSCAPE EASEMENT
- STORMWATER/LANDSCAPE EASEMENT



**EASEMENT EXHIBIT PLAN**  
**CHRISTINA RIVERFRONT WALKWAY**  
 CITY OF WILMINGTON  
 NEW CASTLE COUNTY, DELAWARE



SCALE: 1" = 30'	DATE: JUNE 6, 2024	MDL. ORD: 102/354	FILE NO: 26146.00-EXHIB-01	SHEET: 1 OF 1	REVISION: REV. 0	DRAWING NO.: C1.05
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**EXHIBIT B**  
**RIVERWALK SHARED PERMANENT EASEMENT-7**  
**RIVERWALK SHARED PERMANENT EASEMENT -8**



File No. 26146.00-EXHIB-01

June 6, 2024

Description of **Riverwalk Shared Permanent Easement-7**, at the terminus of Avenue of the Arts at the Christina River, City of Wilmington, New Castle County, Delaware.

ALL THAT CERTAIN tract, piece, or parcel of land with improvements thereon erected, situate at the terminus of Avenue of the Arts at the Christina River, City of Wilmington, New Castle County, Delaware and shown on a plan prepared by VanDemark & Lynch, Inc., Engineers, Planners and Surveyors, Wilmington, Delaware, as file No. 26146.00-EXHIB-01, drawing No. C1.05, dated June 6, 2024, entitled "Easement Exhibit Plan, Christina Riverfront Walkway", and being more particularly described as follows, to wit:

BEGINNING at a point measured 6.00 feet left of the Riverwalk baseline station 14+37.28, as shown on DelDOT Contract No. 99-121-01, on a northwesterly line for land now or formerly of Farmers Mutual Fire Insurance Company of Salem (Deed Record 20200330-0025097), being the southeasterly side of Avenue of the Arts, a 22.5 foot wide public street, said point being measured the two (2) following described courses and distances from the intersection of the southwesterly side of Water Street, a 56 foot wide public street, with the northwesterly side of Orange Street, a 29.5 foot wide public street:

1. North 61°58'56" West, 117.33 feet to a point; and
2. South 27°53'47" West, 515.33 feet to the point of Beginning;

THENCE, from said point of Beginning, continuing along said northwesterly line for land now or formerly of Farmers Mutual Fire Insurance Company of Salem, South 27°53'47" West, 12.02 feet to a point;

THENCE, through the bed of Avenue of the Arts, northwesterly, by a curve to the left having a radius of 109.00 feet, an arc length of 22.31 feet to a point on the southeasterly line for land now or formerly of AOTACAP LLC (Deed Record 20181018-0053247), said point being distant by a chord of North 64°25'43" West, 22.27 feet from the last described point;

THENCE along said southeasterly line for land now or formerly of AOTACAP LLC, North 27°53'47" East, 12.11 feet to a point;

THENCE, through the bed of Avenue of the Arts, southeasterly, by a curve to the right having a radius of 121.00 feet, an arc length of 22.30 feet to the point and place of Beginning, said point being distant by a chord of South 64°11'45" East, 22.26 feet from the last described point to.

Containing within said metes and bounds, 268 square feet (0.006 acres) of land, being the same, more or less...



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File No. 26146.00-EXHIB-01

June 6, 2024

Description of **Riverwalk Shared Permanent Easement-8**, at the terminus of Orange Street at the Christina River, City of Wilmington, New Castle County, Delaware.

ALL THAT CERTAIN tract, piece, or parcel of land with improvements thereon erected, situate at the terminus of Orange Street at the Christina River, City of Wilmington, New Castle County, Delaware and shown on a plan prepared by VanDemark & Lynch, Inc., Engineers, Planners and Surveyors, Wilmington, Delaware, as file No. 26146.00-EXHIB-01, drawing No. C1.05, dated June 6, 2024, entitled "Easement Exhibit Plan, Christina Riverfront Walkway", and being more particularly described as follows, to wit:

BEGINNING at a point measured 6.00 feet left of the Riverwalk baseline station 15+78.21, as shown on DeLDOT Contract No. 99-121-01, on a southeasterly line for land now or formerly of Farmers Mutual Fire Insurance Company of Salem (Deed Record 20200330-0025097), being the northwesterly side of Orange Street, a 29.50 foot wide public street, said point being measured, South 27°49'17" West, 459.32 feet from the intersection of the southwesterly side of Water Street, a 56 foot wide public street, with said northwesterly side of Orange Street;

THENCE, from said point of Beginning, through the bed of said Orange Street, the two (2) following described courses and distances:

1. Easterly, by a curve to the right having a radius of 46.00, an arc length of 27.40 feet to a point, said point being distant by a chord of North 83°10'42" West, 26.99 feet from the last described point; and
2. South 79°45'38" East, 7.65 feet to a point on the northwesterly line for land now or formerly of Riverfront Development Corporation of Delaware (Deed Record 20141223-0058288);

THENCE along said northwesterly line for land now or formerly of Riverfront Development Corporation of Delaware, South 27°49'17" West, 12.59 feet to a point;

THENCE, through the bed of said Orange Street, the three (3) following described courses and distances:

1. North 79°45'38" West, 3.85 feet to a point of curvature;
2. Westerly, by a curve to the left having a radius of 34.00 feet, an arc length of 27.21 feet to a point of reverse curvature, said point being distant by a chord of South 77°18'48" West, 26.49 feet from the last described point;
3. Southwesterly, by a curve to the right having a radius of 41.00 feet, an arc length of 10.27 feet to a point on said southeasterly line for land now or formerly of Farmers Mutual Fire Insurance Company of Salem, said point being distant by a chord of South 61°33'55" West, 10.25 feet from the last described point;

THENCE along said southeasterly line for land now or formerly of Farmers Mutual Fire Insurance Company of Salem, North 27°49'17" East, 21.82 feet the point and place of Beginning.

Containing within said metes and bounds, 460 square feet (0.011 acres) of land, being the same, more or less...

**EXHIBIT C**  
**LANDSCAPE EASEMENT-4**  
**LANDSCAPE EASEMENT-5**





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June 20, 2024

Description of **Landscape Easement-4**, at the terminus of Avenue of the Arts at the Christina River, City of Wilmington, New Castle County, Delaware.

ALL THAT CERTAIN tract, piece, or parcel of land with improvements thereon erected, situate at the terminus of Avenue of the Arts at the Christina River, City of Wilmington, New Castle County, Delaware and shown on a plan prepared by VanDemark & Lynch, Inc., Engineers, Planners and Surveyors, Wilmington, Delaware, as file No. 26146.00-EXHIB-01, drawing No. 1.05, dated June 6, 2024, entitled "Easement Exhibit Plan, Christina Riverfront Walkway", and being more particularly described as follows, to wit:

BEGINNING at a point measured 61.96 feet left of the Riverwalk baseline station 14+35.26, as shown on DeLDOT Contract No. 99-121-01, on a northeasterly line for land now or formerly of Farmers Mutual Fire Insurance Company of Salem (Deed Record 20200330-0025097), being the southeasterly side of Avenue of the Arts, a 22.5 foot wide public street, said point being measured the two (2) following described courses and distances from the intersection of the southwesterly side of Water Street, a 56 foot wide public street, with the northwesterly side of Orange Street, a 29.5 foot wide public street:

1. North 61°58'56" West, 117.33 feet to a point; and
2. South 27°53'47" West, 459.31 feet to the point of Beginning;

THENCE, from said point of Beginning, continuing along said northwesterly line for said land now or formerly of Farmers Mutual Fire Insurance Company of Salem, South 27°53'47" West, 56.02 feet to a point on the northeasterly side of Riverwalk Shared Permanent Easement-7 (to be recorded);

THENCE, through said bed of Avenue of the Arts, along said the northeasterly side of Riverwalk Shared Permanent Easement-7, northwesterly, by a curve to the left having a radius of 121.00 feet, an arc length of 22.30 feet to a point on the southeasterly line for land now or formerly AOTACAP LLC (Deed Record 20181018-0053247), said point being distant by a chord of North 64°11'45" West, 22.26 feet from the last described point;

THENCE along said southeasterly line for land now or formerly AOTACAP LLC, North 27°53'37" East, 56.83 feet to a point;

THENCE, through the bed of said Avenue of the Arts, South 62°06'13" East, 22.25 feet to a point to the point and place of Beginning.

Containing within said metes and bounds, 1,248 square feet (0.029 acres) of land, being the same, more or less...

KG



File No. 26146.00-EXHIB-01

June 20, 2024

Description of **Landscape Easement-5**, at the terminus of Orange Street at the Christina River, City of Wilmington, New Castle County, Delaware.

ALL THAT CERTAIN tract, piece, or parcel of land with improvements thereon erected, situate at the terminus of Orange Street at the Christina River, City of Wilmington, New Castle County, Delaware and shown on a plan prepared by VanDemark & Lynch, Inc., Engineers, Planners and Surveyors, Wilmington, Delaware, as file No. 26146.00-EXHIB-01, drawing No. C1.05, dated June 6, 2024, entitled "Easement Exhibit Plan, Christina Riverfront Walkway", and being more particularly described as follows, to wit:

BEGINNING at a point measured 58.20 feet left of the Riverwalk baseline station 15+99.24, as shown on DeLDDOT Contract No. 99-121-01, on a southeasterly line for land now or formerly of Farmers Mutual Fire Insurance Company of Salem (Deed Record 20200330-0025097), being the northwesterly side of Orange Street, a 29.50 foot wide public street, said point being measured, South 27°49'17" West, 376.50 feet from the intersection of the southwesterly side of Water Street, a 56 foot wide public street, with said northwesterly side of Orange Street;

THENCE, from said point of Beginning, through the bed of said Orange Street, South 62°10'43" East, 29.50 feet to a point on the northwesterly line for land now or formerly of Riverfront Development Corporation of Delaware (Deed Record 20141223-0058288);

THENCE along said northwesterly line for land now or formerly of Riverfront Development Corporation of Delaware, South 27°49'17" West, 45.17 feet to a point on the northerly side of the Riverwalk Shared Permanent Easement-8 (to be recorded);

THENCE, through the bed of said Orange Street, along said northerly side of the Riverwalk Shared Permanent Easement-8, the two (2) following described courses and distances:

1. North 79°45'38" West, 7.65 feet to a point of curvature; and
2. Westerly, by a curve to the left having a radius of 46.00 feet, an arc length of 27.40 feet to a point on said southeasterly line for land now or formerly of Farmers Mutual Fire Insurance Company of Salem, said point being distant by a chord of South 83°10'42" West, 26.99 feet from the last described point;

THENCE along said southeasterly line for land now or formerly of Farmers Mutual Fire Insurance Company of Salem, North 27°49'17" East, 62.82 feet to the point and place of Beginning.

Containing within said metes and bounds, 1,526 square feet (0.035 acres) of land, being the same, more or less...

KG

**EXHIBIT D**  
**STORMWATER/LANDSCAPE EASEMENT-5**  
**STORMWATER/LANDSCAPE EASEMENT-6**



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File No. 26146.00-EXHIB-01

June 20, 2024

Description of **Stormwater/Landscape Easement-5**, at the terminus of Avenue of the Arts at the Christina River, City of Wilmington, New Castle County, Delaware.

ALL THAT CERTAIN tract, piece, or parcel of land with improvements thereon erected, situate at the terminus of Avenue of the Arts at the Christina River, City of Wilmington, New Castle County, Delaware and shown on a plan prepared by VanDemark & Lynch, Inc., Engineers, Planners and Surveyors, Wilmington, Delaware, as file No. 26146.00-EXHIB-01, drawing No. C1.05, dated June 6, 2024, entitled "Easement Exhibit Plan, Christina Riverfront Walkway", and being more particularly described as follows, to wit:

BEGINNING at a point measured 6.00 feet right of the Riverwalk baseline station 14+37.99, as shown on DeLDOT Contract No. 99-121-01, on a northeasterly line for land now or formerly of Farmers Mutual Fire Insurance Company of Salem (Deed Record 20200330-0025097), being the southeasterly side of Avenue of the Arts, a 22.5 foot wide public street, also being on a southwesterly side of the Riverwalk Shared Permanent Easement-7 (to be recorded), said point being measured the two (2) following described courses and distances from the intersection of the southwesterly side of Water Street, a 56 foot wide public street, with the northwesterly side of Orange Street, a 29.5 foot wide public street:

1. North 61°58'56" West, 117.33 feet to a point; and
2. South 27°53'47" West, 527.35 feet to the point of Beginning;

THENCE, from said point of Beginning, continuing along said northwesterly line for said land now or formerly of Farmers Mutual Fire Insurance Company of Salem, South 27°53'47" West, 7.93 feet to a point on the northerly side of Christina River;

THENCE along said northerly side of Christina River, 26 feet, more or less, by its various meanderings, with a tie line of South 85°35'11" West, 26.33 feet to a point on the southeasterly line for land now or formerly AOTACAP LLC (Deed Record 20181018-0053247);

THENCE along said southeasterly line for land now or formerly AOTACAP LLC, North 27°53'47" East, 21.09 feet to a point;

THENCE, through the bed of said Avenue of the Arts, along said southwesterly side of the Riverwalk Shared Permanent Easement-7, southeasterly, by a curve to the right having a radius of 109.00 feet, an arc length of 22.31 feet to the point and place of Beginning, said point being distant by a chord of South 64°25'43" East, 22.27 feet from the last described point.

Containing within said metes and bounds, 331 square feet (0.008 acres) of land, being the same, more or less...

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File No. 26146.00-EXHIB-01

June 20, 2024

Description of **Stormwater/Landscape Easement-6**, at the terminus of Orange Street at the Christina River, City of Wilmington, New Castle County, Delaware.

ALL THAT CERTAIN tract, piece, or parcel of land with improvements thereon erected, situate at the terminus of Orange Street at the Christina River, City of Wilmington, New Castle County, Delaware and shown on a plan prepared by VanDemark & Lynch, Inc., Engineers, Planners and Surveyors, Wilmington, Delaware, as file No. 26146.00-EXHIB-01, drawing No. C1.05, dated June 6, 2024, entitled "Easement Exhibit Plan, Christina Riverfront Walkway", and being more particularly described as follows, to wit:

BEGINNING at a point measured 6.00 feet left of the Riverwalk baseline station 15+70.02, as shown on DelDOT Contract No. 99-121-01, on a southeasterly corner for Riverwalk Shared Permanent Easement-8 (to be recorded), being in the bed of Orange Street, a 29.50 foot wide public street, said point being measured, the two (2) following described courses and distances from the intersection of the southwesterly side of Water Street, a 56 foot wide public street, with said northwesterly side of Orange Street:

1. South 27°49'17" West, 481.14 feet to a point; and  
(Course 2 through said bed of Orange Street)
2. Northeasterly, by a curve to the left having a radius of 41.00 feet, an arc length of 7.32 feet to the Point of Beginning, said point being distant by a chord of North 63°37'33" East, 7.31 feet from the last described point;

THENCE, from said point of Beginning, continuing through the bed of said Orange Street, along the southerly side of said Riverwalk Shared Permanent Easement-8, the three (3) following described courses and distances

1. Northeasterly, by a curve to the left having a radius of 41.00 feet, an arc length of 2.95 feet to a point of reverse curvature, said point being distant by a chord of North 56°26'53" East, 2.95 feet from the last described point
2. Easterly, by a curve to the right having a radius of 34.00 feet, an arc length of 27.21 feet to a point of tangency, said point being distant by a chord of North 77°18'48" East, 26.49 feet from the last described point; and
3. South 79°45'38" East, 3.85 feet to a point on the northwesterly line for land now or formerly of Riverfront Development Corporation of Delaware (Deed Record 20141223-0058288);

THENCE along said northwesterly line for land now or formerly of Riverfront Development Corporation of Delaware, South 27°49'17" West, 9.94 feet to a point on the northerly side of Christina River;

THENCE along said northerly side of Christina River, 27.5 feet, more or less, by its various meanderings, with a tie line of North 85°46'49" West, 27.52 feet to the point and place of Beginning.

Containing within said metes and bounds, 211 square feet (0.005 acres) of land, being the same, more or less...

KG