



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
2 HOPKINS PLAZA
BALTIMORE, MD 21201

June 12, 2018

Real Estate Division
Civil/IIS Projects Support Branch

Mr. Jeffrey D. Randol
Executive Director
Fort DuPont Redevelopment and
Preservation Corporation
P.O. Box 521
Old Elm Avenue
Delaware City, Delaware 19706
Transmitted Electronic Mail To:
jrandol@fortdupont.org

Dear Mr. Randol:

Please accept this letter as your authority to enter onto Government property along the east side of the Delaware City Branch Channel portion of the Chesapeake and Delaware (C&D) Canal in New Castle County, Delaware. This authority is granted for the purpose of the reconstruction and repair of the roadway and bank of the Delaware Branch Channel and the installation of utilities, a bicycle/pedestrian pathway, and access road for emergency vehicles in the bounds of a 60' wide easement as shown on the Major Subdivision Plan Drawings provided. This letter of right-of-entry is granted subject to the terms and conditions contained in the Department of the Army Easement to be issued.

The Fort DuPont Redevelopment and Preservation Corporation ("Fort DuPont") has proven an urgent need to proceed in advance of negotiating, process, execution, and delivery of the formal instrument. Therefore, Fort DuPont agrees to be bound in the formal instrument (template document attached) and to such other special conditions which the Government may determine and incorporate therein as reasonable and property to protect its interest, including such rental or other monetary payment provisions as it shall specify. Also note that this right of entry for construction in no way grants you permission to construct the project in the absence of any required regulatory permits or other required documentation.

Please indicate acceptance of this right-of-entry letter by having the proper official date and sign the acceptance clause at the bottom of this letter and return it to this office. The formal document will be sent to you for review and execution as soon we have completed the necessary formulation and review work.

If you have any questions regarding this matter please call Mrs. Heather Sachs of this office at 410-962-4648 or the undersigned at 410-962-4944.

Sincerely,

HOMESLEY.CRAIG
G.R.1231317925

Digitally signed by
HOMESLEY.CRAIG.R.1231317925
DN: c=US, o=U.S. Government,
ou=DoD, ou=PKI, ou=USA,
cn=HOMESLEY.CRAIG.R.1231317925
Date: 2018.06.12 13:58:06 -04'00'

Craig R. Homesley
Chief, Civil/IIS Project Support Branch
Real Estate Division

The terms and conditions of this right-of-entry are hereby accepted this _____
day of _____ 2018.

**FORT DUPONT REDEVELOPMENT AND
PRESERVATION CORPORATION**

By: _____



Title: _____

Executive Director

CORPORATE CERTIFICATE

I, Susan Frank, certify that I am the Board Chair of
(Name) *(Title)*
Fort DuPont Redevelopment
and Preservation Corporation; that Jeffrey D. Randol who signed the
(Name of Corporation) *(Name of Corporate Officer)*

foregoing instrument on behalf of the corporation was then Executive Director of the
(Title of Corporate Officer)

corporation. I further certify that the said officer was acting within the scope of the powers

delegated to this officer by the governing body of the corporation in executing said instrument.

Date 6/19/18

Susan Frank
Corporate Secretary or other appropriate officer
(Excluding the officer executing the instrument)
Board Chair

{Corporate Seal}

DEPARTMENT OF THE ARMY
EASEMENT FOR PUBLIC ROAD OR STREET
LOCATED ON
CHESAPEAKE AND DELAWARE CANAL
CECIL COUNTY, MARYLAND

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10, United States Code Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to **FORT DUPONT REDEVELOPMENT AND PRESERVATION CORPORATION**, hereinafter referred to as the Grantee, an easement for a road or street, containing approximately _____ of an acre on the Tract Originally Acquired from the Chesapeake and Delaware Canal Corporation (OADE), hereinafter referred to as the facilities, over, across, in and upon the lands of the United States as identified in Exhibit(s) LETTERS, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted in perpetuity.

2. CONSIDERATION

The consideration of this easement shall be the construction, operation and maintenance of a public road for the benefit of the United States and the general public in accordance with the terms herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to Name and Address of Grantee, and if to the United States, to the **District Commander, Attention: Chief, Real Estate Division, U.S. Army Corps of Engineers, Baltimore District, 2 Hopkins Plaza, Baltimore, Maryland 21201**, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service; or, by email of a scanned document to **RE-Civil@usace.army.mil**. Notice is effective at the point the Grantor mails, emails, or telephones to Grantee in conjunction with the written notice.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Commander," "Installation Commander," or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT COMMANDER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Commander, Philadelphia District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. RIGHT TO CONNECT

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the Grantee of the right-of-way herein granted.

12. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on **SUPERVISION BY THE DISTRICT COMMANDER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the Grantee and any other agency of the United States with regard to financial aid to the Grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

13. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

14. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

16. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. NON-DISCRIMINATION

a. The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The Grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Grantee, its agents, successors, transferees, and assignees.

18. RESTORATION

On or before the termination or revocation of this easement, the Grantee shall, without expense to the United States and within such time as said officer may indicate, restore the premises to the satisfaction of said officer. In the event the Grantee shall fail to restore the premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

19. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____.

Real Estate Division
U.S. Army Corps of Engineers
Baltimore District

THIS EASEMENT is also executed by the Grantee this _____ day of _____.

NAME OF EXECUTING OFFICIAL

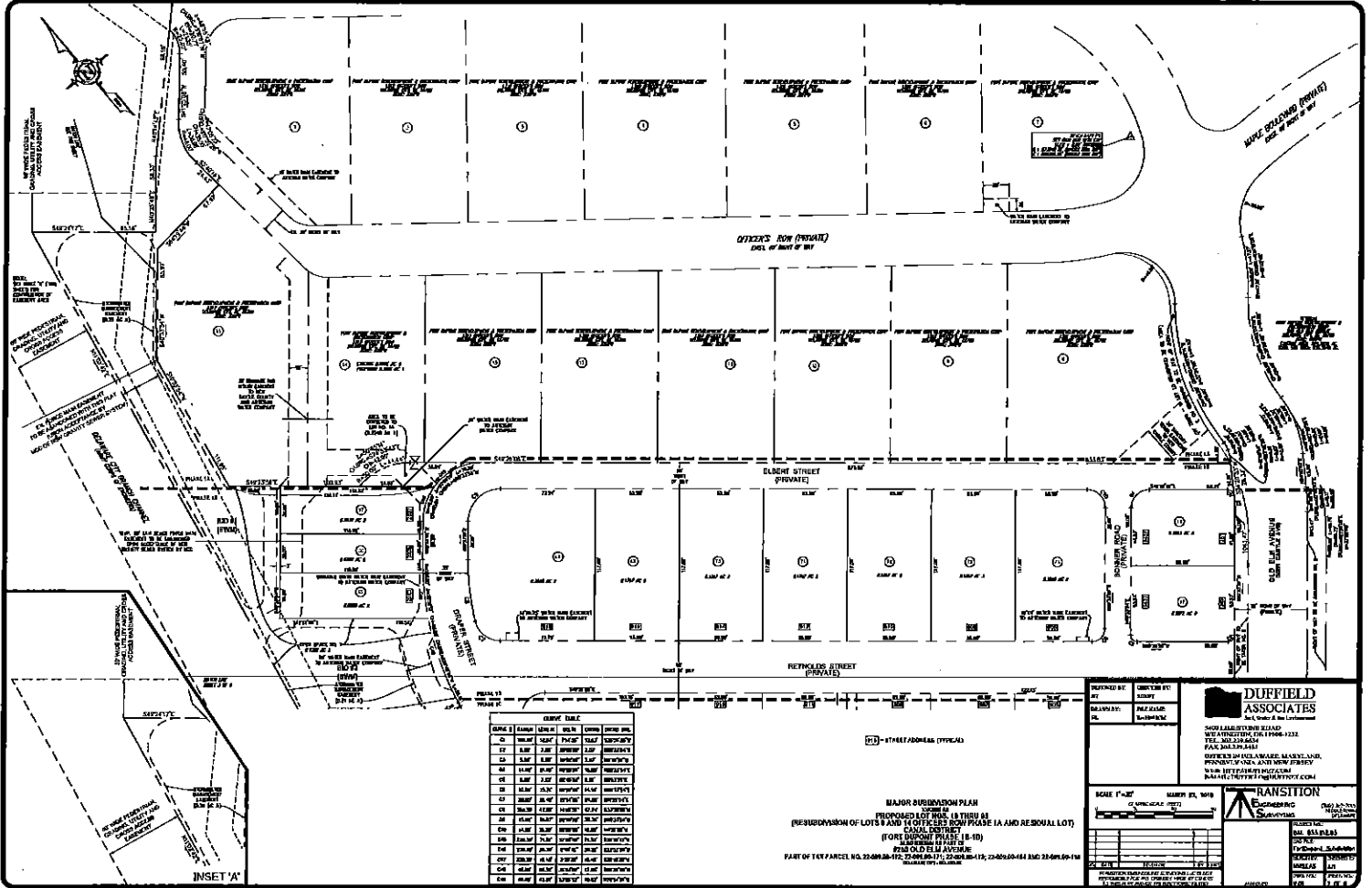


TABLE 1 - STREET ADDRESS (TYPICAL)

LOT NO.	AREA (SQ. FT.)	AREA (SQ. M.)	AREA (ACRES)	AREA (HECTARES)
18	10,000	929	0.23	0.093
19	10,000	929	0.23	0.093
20	10,000	929	0.23	0.093
21	10,000	929	0.23	0.093
22	10,000	929	0.23	0.093
23	10,000	929	0.23	0.093
24	10,000	929	0.23	0.093
25	10,000	929	0.23	0.093
26	10,000	929	0.23	0.093
27	10,000	929	0.23	0.093
28	10,000	929	0.23	0.093
29	10,000	929	0.23	0.093
30	10,000	929	0.23	0.093
31	10,000	929	0.23	0.093

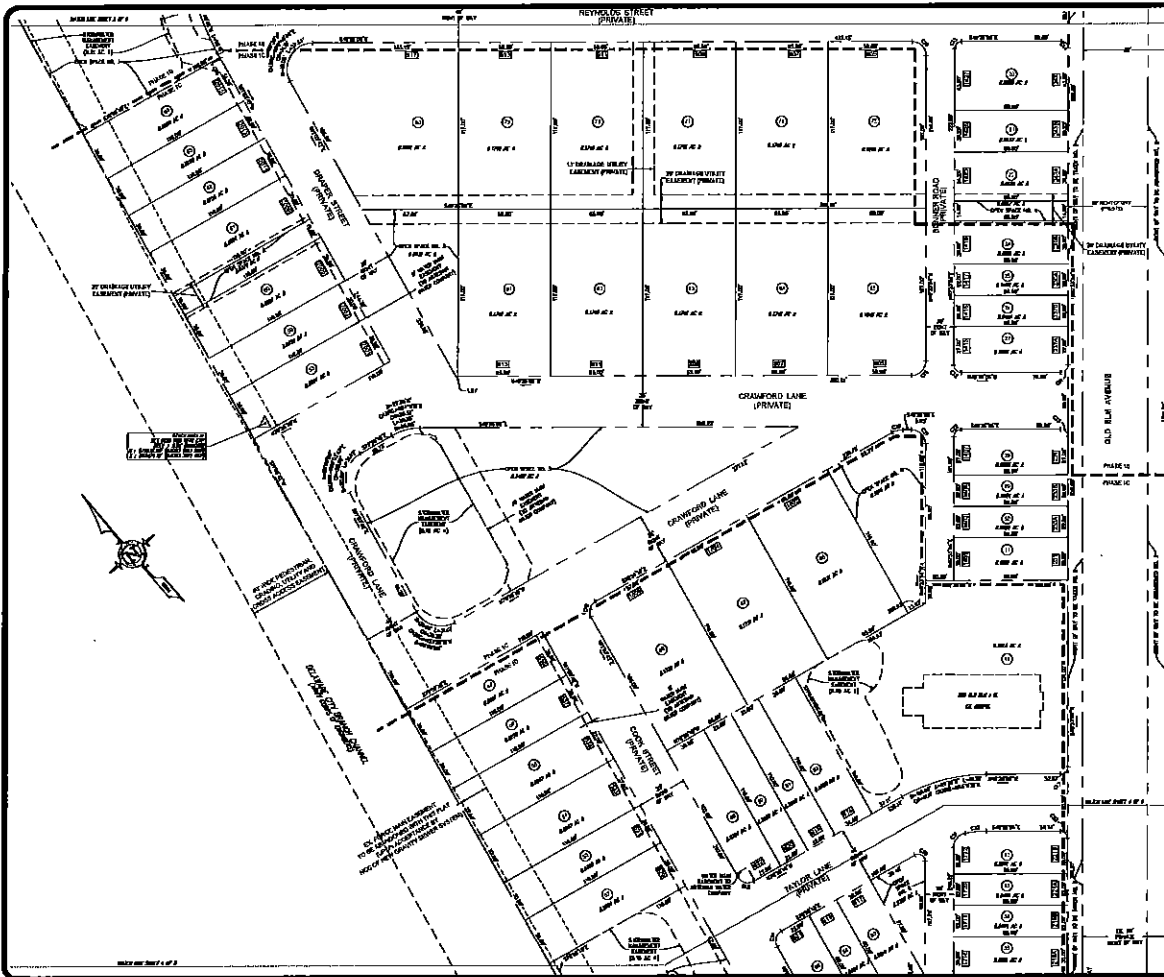
MAJOR SUBDIVISION PLAN
 PROPOSED LOTS 18 THRU 31
 (RESUBDIVISION OF LOTS 9 AND 14 OFFICERS ROW PHASE 1A AND RESUBLOT LOT)
 (FOR LOTS 18 THRU 31)
 8168 OLD MILL AVENUE
 PART OF T&E PARCEL NO. 22-488-28-472, 22-488-28-473, 22-488-28-474 AND 22-488-28-475

DUFFIELD ASSOCIATES
 3400 LAMBERTS BLVD
 SUITE 1000
 FORT WORTH, TX 76104-1232
 TEL: 817.342.4444
 FAX: 817.342.4444
 OFFICES IN AUSTIN, DALLAS, HOUSTON, SAN ANTONIO, SAN MARCO, TEXAS
 WWW.DUFFIELDASSOCIATES.COM
 MAILING@DUFFIELDASSOCIATES.COM

SCALE: 1" = 20'
 SHEET NO. 1019

TRANSITION
 SUBDIVISION

DUFFIELD ASSOCIATES, INC. 1019 10/19/19



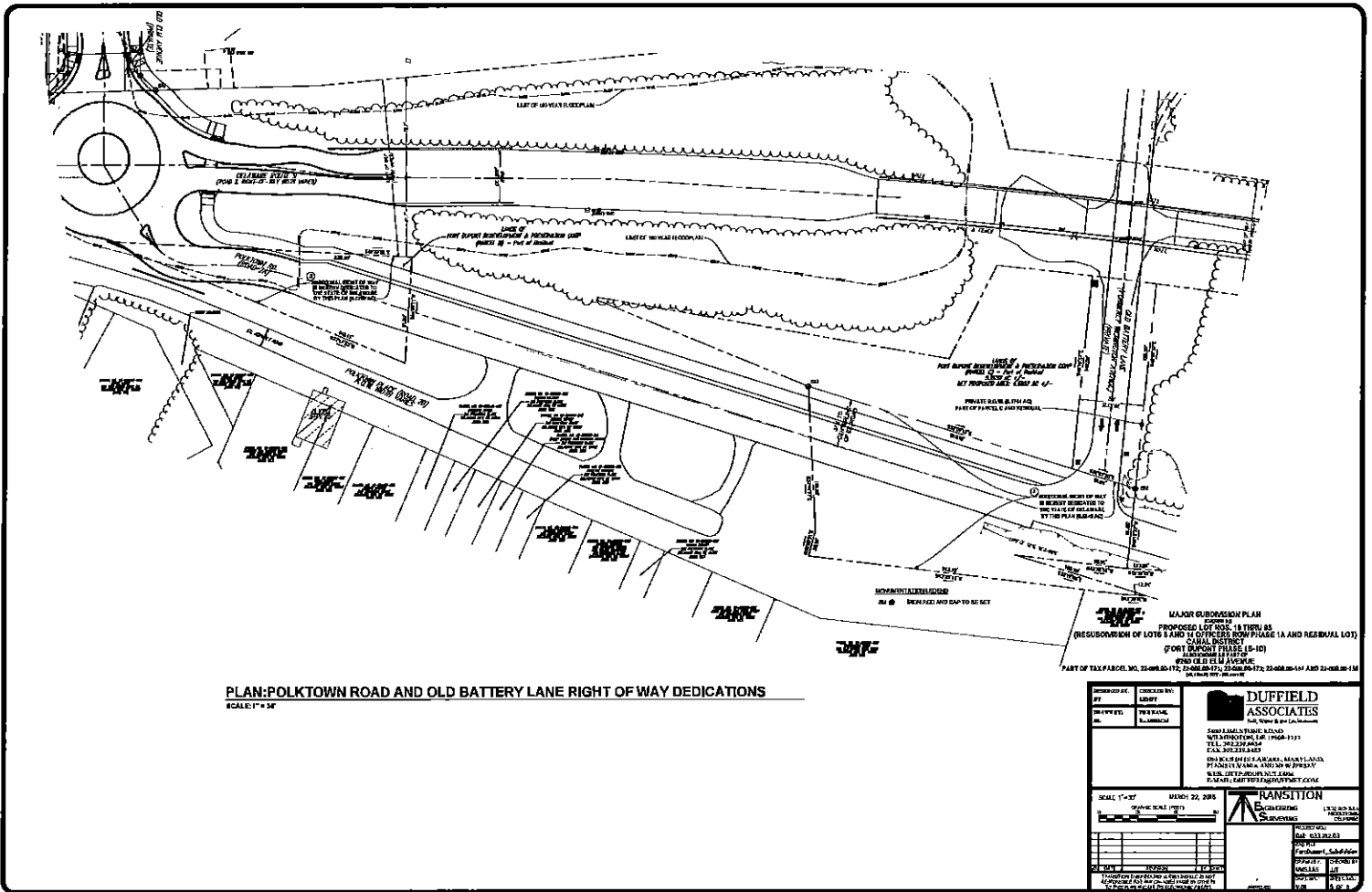
CURVE TABLE

Curve #	Station	Length	Radius	Chord	Chord Ang.
01	1+00	1.50	100.00	1.49	1.91°
02	1+50	1.50	100.00	1.49	1.91°
03	2+00	1.50	100.00	1.49	1.91°
04	2+50	1.50	100.00	1.49	1.91°
05	3+00	1.50	100.00	1.49	1.91°
06	3+50	1.50	100.00	1.49	1.91°
07	4+00	1.50	100.00	1.49	1.91°
08	4+50	1.50	100.00	1.49	1.91°
09	5+00	1.50	100.00	1.49	1.91°
10	5+50	1.50	100.00	1.49	1.91°
11	6+00	1.50	100.00	1.49	1.91°
12	6+50	1.50	100.00	1.49	1.91°
13	7+00	1.50	100.00	1.49	1.91°
14	7+50	1.50	100.00	1.49	1.91°

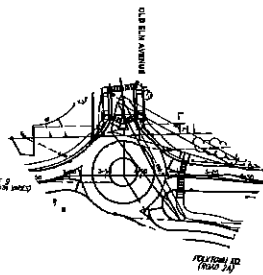
MAJOR SUBDIVISION PLAN
 PROPOSED LOT NOS. 14 THRU 15
 (RESUBDIVISION OF LOTS 8 AND 14 OF THE OLD BELL PHASE 1A AND RESIDUAL LOT)
 CHAMBERLAIN
 (FORT DUNCAN PHASE 1B-1C)
 PART OF THE PARCEL NO. 1000000-177, 1000000-178, 1000000-179 & 22-000-00-154 AND 22-000-00-154
 26-000-00-154

DESIGNED BY: DUFFIELD ASSOCIATES	DRAWN BY: DUFFIELD ASSOCIATES	DATE: MARCH 22, 2018
<p>DUFFIELD ASSOCIATES 1400 E. 14TH STREET, SUITE 100 FORT WORTH, TEXAS 76102 TEL: 817.339.8888 FAX: 817.339.8889 WWW.DUFFIELDASSOCIATES.COM</p>		
<p>TRANSITION ENGINEERING 1400 E. 14TH STREET, SUITE 100 FORT WORTH, TEXAS 76102 TEL: 817.339.8888 FAX: 817.339.8889 WWW.TRANSITIONENGINEERING.COM</p>		<p>SCALE: 1"=40'</p> <p>DATE: MARCH 22, 2018</p> <p>BY: [Signature]</p> <p>CHECKED BY: [Signature]</p>

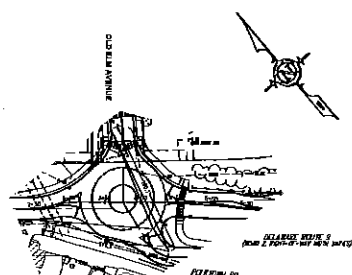
D:\Projects\1000000-177_1000000-178_1000000-179_22-000-00-154_22-000-00-154\1000000-177_1000000-178_1000000-179_22-000-00-154_22-000-00-154.dwg



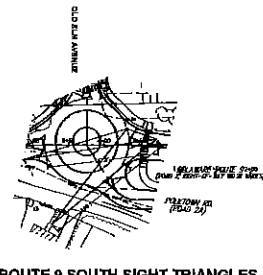
P:\PROJECTS\2023\23001\23001.dwg, 4/15/2023, 10:44:14 AM, 10/11/2023



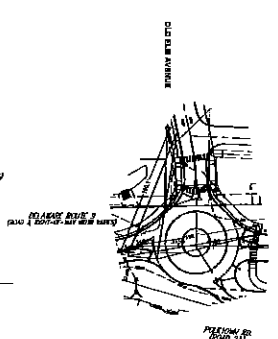
PLAN: OLD ELM AVENUE SIGHT TRIANGLES
SCALE: 1" = 50'



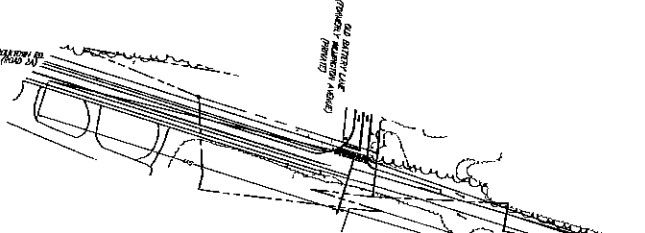
PLAN: POLKTOWN ROAD SIGHT TRIANGLES
SCALE: 1" = 50'



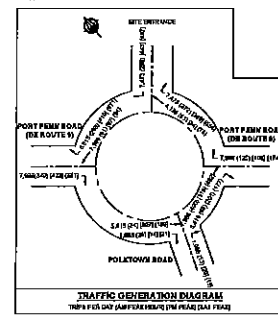
PLAN: ROUTE 9 SOUTH SIGHT TRIANGLES
SCALE: 1" = 50'



PLAN: ROUTE 9 NORTH SIGHT TRIANGLES
SCALE: 1" = 50'



PLAN: OLD BATTERY LANE SIGHT TRIANGLES
SCALE: 1" = 50'



ROAD TRAFFIC DATA		ROAD TRAFFIC DATA	
12' PORT PENN ROAD (R) 10' R	12' PORT PENN ROAD (L) 10' L	12' POLKTOWN ROAD (R) 10' R	12' POLKTOWN ROAD (L) 10' L
12' PORT PENN ROAD (R) 10' R	12' PORT PENN ROAD (L) 10' L	12' POLKTOWN ROAD (R) 10' R	12' POLKTOWN ROAD (L) 10' L
12' PORT PENN ROAD (R) 10' R	12' PORT PENN ROAD (L) 10' L	12' POLKTOWN ROAD (R) 10' R	12' POLKTOWN ROAD (L) 10' L
12' PORT PENN ROAD (R) 10' R	12' PORT PENN ROAD (L) 10' L	12' POLKTOWN ROAD (R) 10' R	12' POLKTOWN ROAD (L) 10' L
12' PORT PENN ROAD (R) 10' R	12' PORT PENN ROAD (L) 10' L	12' POLKTOWN ROAD (R) 10' R	12' POLKTOWN ROAD (L) 10' L

- THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL TRAFFIC CONTROL DEVICES AND SIGNAGE NECESSARY TO SAFELY ACCOMMODATE THE PROPOSED DEVELOPMENT.
- ALL DEVELOPMENTS SHALL CONFORM TO THE REGULATORY REQUIREMENTS OF TRANSPORTATION (DOT) CURRENT DEVELOPMENT CODES AND STANDARDS.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL TRAFFIC CONTROL DEVICES AND SIGNAGE NECESSARY TO SAFELY ACCOMMODATE THE PROPOSED DEVELOPMENT.
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MAJOR SUBDIVISION PLAN
 PROPOSED LOT 15 THRU 43
 (REVISION OF LOTS 14 & 15 FROM PHASE I) AND RESIDUAL LOT 1
 PORT PENN ROAD (R) 10' R
 PORT PENN ROAD (L) 10' L
 PART OF TAX PARCEL NO. 21-098-28-172, 21-098-28-173, 21-098-28-174, 21-098-28-175, 21-098-28-176 AND 21-098-28-177

<p>APPROVED BY: [Signature]</p> <p>DATE: [Date]</p>	<p>APPROVED BY: [Signature]</p> <p>DATE: [Date]</p>	<p>DUFFIELD ASSOCIATES</p> <p>4400 LINDSEY BLVD SUITE 200 FARMINGTON, CT 06030 TEL: 860-271-1111 FAX: 860-271-1112 WWW.DUFFIELDASSOCIATES.COM</p>
<p>SCALE: 1" = 50'</p> <p>DATE: MARCH 28, 2018</p>	<p>PROJECT: [Project Name]</p> <p>DATE: [Date]</p>	<p>TRANSITION</p> <p>4400 LINDSEY BLVD SUITE 200 FARMINGTON, CT 06030 TEL: 860-271-1111 FAX: 860-271-1112 WWW.DUFFIELDASSOCIATES.COM</p>