



Milford City Hall Council Chambers 201 South Walnut Street Milford DE 19963

## **Annexation Committee Meeting Agenda July 14, 2025**

*This meeting is also available for viewing by the public by accessing the following link:*

<https://milford-de.zoom.us/j/93267895262>

*or*

<http://www.cityofmilford.com/553/Watch-Public-Meetings>

*Members of the public may also dial in by phone using the following number:*

*Call 301 715 8592 Webinar ID: 932 6789 5262*

**5:00 PM**

### **15-Minute Public Comment Period\***

Virtual attendees must register prior to start time of meeting by calling 302-422-1111 Extension 1300 or 1303, or by sending an email to [cityclerk@milford-de.gov](mailto:cityclerk@milford-de.gov) and providing your name, address, phone number, and item name and/or description you wish to comment on. Persons in attendance wishing to speak must sign up prior to the start of the Council Meeting.

Page

- 1. Public Comment**
- 2. Call to Order – Chair Katrina Wilson**
- 3. New Business**

### **Review and Recommendation**

**Annexation/Lands belonging to Iglesia Pentecostal La Senda Antigua – Milford, Inc. located along the north side of Johnson Road approximately 650 feet west of the SR1 intersection, Sussex County Tax Parcel(s) 3-30-16.00-007.00, Current Zone: AR-1 (Agricultural Residential) Proposed Zone: R-3 (Garden Apartment & Townhouse District) Address: 20913 Johnson Road**

#### **4. Adjournment**

All items on the Meeting Agenda are subject to a potential vote.

SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT NO LATER THAN ONE WEEK PRIOR TO MEETING; NO PAPER DOCUMENTS WILL BE ACCEPTED OR DISTRIBUTED AFTER PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE. ANY MATERIALS UTILIZED DURING THE MEETING MUST BE INCLUDED IN THE COUNCIL PACKET AND ACCESSIBLE BY AUDIO AND VISUAL MEANS PURSUANT TO 29 Del. Code, Chapter 100, §10006A(c)(5).

\*Time Limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers prior to start of meeting/workshop.

Ⓢ Designated Items only; Public Comment, up to three minutes per person will be accepted.

070725

**Iglesia Pentecostal La Senda Antigua-Milford Inc.  
502 S E Front Street  
Milford, DE 19960**

June 4, 2025

City of Milford  
Annexation Committee  
Planning and Zoning  
201 South Walnut Street  
Milford, DE 19963

**RE: PETITION OF ANNEXATION**

Sussex County Tax Map No.: 330-16.00-07.00  
Property Address: 20913 Johnson Road  
Lincoln, DE 19960

Dear Annexation Committee:

Please accept this letter as a formal request for annexation of the above-referenced parcel into the City of Milford. This property is currently zoned as Agricultural Residential (AR-1) and the parcel is vacant. As per the City of Milford Comprehensive Plan the parcel is designated as Proposed Moderate Density Residential. We are requesting R-3 zoning for this property which contains 2.6890 acres.

The purpose of this request is to utilize the City of Milford sewer and water services for the place of worship that will be constructed on the parcel. Sewer and water services are available via the adjacent Wickersham development.

If you have any questions, please contact the Applicant or the Engineer at:

Applicant  
Roel Fuenntes  
(302) 841-2533

Engineer  
Troy L. Adams, P.E. / Mountain Consulting, Inc.  
(302) 922-5574

Warm regards,

\_\_\_\_\_  
Roel Fuenntes  
For Iglesia Pentecostal La Senda Antigua-Milford Inc.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Adan Baltazar  
Pastor, Iglesia Pentecostal La Senda Antigua-Milford Inc.

TO: Mayor & Council Members

FROM: Annexation Committee

DATE: July 14, 2025

RE: Annexation Committee Report – Iglesia Pentecostal La Senda Antigua – Milford, Inc.

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A public meeting was held in Council Chambers on July 14, 2025 to consider the annexation request for lands described as:

Property Owner:	Iglesia Pentecostal La Senda Antigua – Milford, Inc.
Location:	20913 Johnson Road
Size:	2.71 +/- acres
Existing Zoning:	AR-1 – Agricultural Residential (Sussex County)
Proposed Zoning:	R-3 (Garden Apartment & Townhouse)
Tax Map and Parcel Number:	3-30-16.00-007.00

**APPLICANT**

A petition by the property owners and applicant was submitted on May 21, 2025 to annex 2.71 +/- acres of land into the City of Milford.

**LOCATION**

The property is identified as Sussex County Tax Parcel(s) 3-30-16.00-007.00 and is located along the north side of Johnson Road approximately 650 feet west of the SR1 intersection, addressed as 20913 Johnson Road.

**STREETS**

Johnson Road is a State maintained roadway and access would require approval from DeLDOT. The development would gain access from Johnson Road. Roads and parking lots within the site would be constructed by the owner. Long-term maintenance of the internal pavement would be by the owner of the property.

**DRAINAGE**

The property is currently undeveloped and any future development of the property would be subject to DNREC stormwater regulations. The owner would be required to obtain any and all permits from the Sussex Conservation District and State of Delaware.

**ZONING**

The area proposed to be annexed is currently zoned AR-1 (Agricultural Residential) in Sussex County. The applicant requests the property be zoned R-3 (Garden Apartment & Townhouse District) under the

City of Milford zoning ordinance. The applicant anticipates submitting a conditional use application for the construction of a church.

### **SEWER**

The developer would be required to connect to the existing sanitary sewer gravity infrastructure within the Windward Grove (fka Wickersham) development to the north. There are easements in place that will allow for this connection. The sewer ultimately flows to the existing Route 30 pump station, which conveys the sewage to downtown Milford and the Kent County regional pump station located on NE Front Street. The developer would be responsible for any required upgrades and utility extensions to serve the proposed development on the site. All costs associated with the design and construction of the sewer extension would be borne by the applicant. Any construction improvements would need to be reviewed and approved by the City Engineer. A more detailed Utility Feasibility Study will be required prior to processing the preliminary conditional use site plan application.

### **WATER**

The property would be required to connect to the existing water infrastructure within the Windward Grove (fka Wickersham development) to the north. There are easements in place that will allow for this connection. Additionally, a water main extension may be constructed along Johnson Road from the entrance of the Windward Grove development. The developer would be responsible for any required upgrades and utility extension to serve the proposed development of the site. All costs associated with the design and construction of the water main extension would be borne by the applicant. Any construction improvements would need to be reviewed and approved by the City Engineer. A more detailed Utility Feasibility Study will be required prior to processing the preliminary conditional use site plan application.

### **ELECTRIC**

The property would be served by City of Milford electric utility. All costs associated with the design and construction of electric improvements would be borne by the applicant. Any construction improvements would need to be reviewed and approved by the City Electric Department.

### **TRAFFIC**

The property is located along Johnson Road which is a State maintained roadway. Development of the property would require a Letter of No Objection to Recordation from DelDOT related to traffic impacts.

### **ENVIRONMENTAL ISSUES**

The U.S. Army Corp of Engineers and/or DNREC would control provisions related to existing wetlands on the parcel. According to the DNREC GIS information, the property does not appear to contain wetlands. Additionally, the is not located within the 100-year floodplain according to the most recent FEMA Flood Insurance Rate Maps (FIRMs). The property does not contain areas of excellent groundwater recharge according to DNREC GIS information.

### **AREA LAND USES**

The property is bound on the south by Johnson Road and an existing single-family detached dwelling residential neighborhood zoned AR-1 located within the unincorporated areas of Sussex County. The properties to the east and west are zoned AR-1 and contain single-family detached dwellings located within the unincorporated areas of Sussex County. The property to the north contains the Windward

Grove (fka Wickersham) townhouse development which is zoned R-3 (Garden Apartment & Townhouse District) and is located within the City of Milford..

**FIRE AND POLICE**

Carlisle Volunteer Fire Company provides fire and EMS coverage to this area. EMS is also currently provided by Kent County Levy Court. Milford Police Department will provide police service.

**COMPREHENSIVE LAND USE PLAN**

The annexation request is consistent with the amended 2018 Comprehensive Plan Future Land Use Plan and is designated as Proposed Residential – High Density. R-3 is an allowable zone in the comprehensive plan’s future land use and zoning link table.

**PROPERTY TAXES AND OTHER ECONOMIC CONSIDERATIONS**

Development of the property would provide additional electric, water and sewer revenue.

**ADVANTAGES TO THE CITY**

1. The property is within the planning area of the City of Milford.
2. The City would receive revenues (building permits, etc.) associated with development of the property.
3. Potential for additional water, sewer and electric users.
4. Identified within the Urban Growth Boundary of the 2018 Comprehensive Plan.
5. The proposed zoning is consistent with the 2018 Comprehensive Plan Future Land Use exhibits.

**DISADVANTAGES TO THE CITY**

1. None.

**RECOMMENDATION**

Based on the issues and comments discussed in this report, the Annexation Committee of the City of Milford recommends approval of the application, following a unanimous vote, with the following comments:

1. Annexation is consistent with the “Comprehensive Land Use Plan.”
2. Property is contiguous to existing City Limits.
3. Any changes to the property are subject to review by the City of Milford Planning Commission and/or City Council.
4. Property will be served by City water, sewer and electric.
5. An executed Annexation Agreement is required prior to final City Council approval.
6. Upon approval of the annexation committee report, a Municipal Annexation Plan of Services will be submitted to the Office of State Planning for their approval.

The property should be annexed with the following zoning classification: R-3 (Garden Apartment & Townhouse)

\_\_\_\_\_  
Council Representative/Committee Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Council Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Council Representative

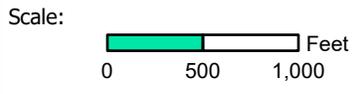
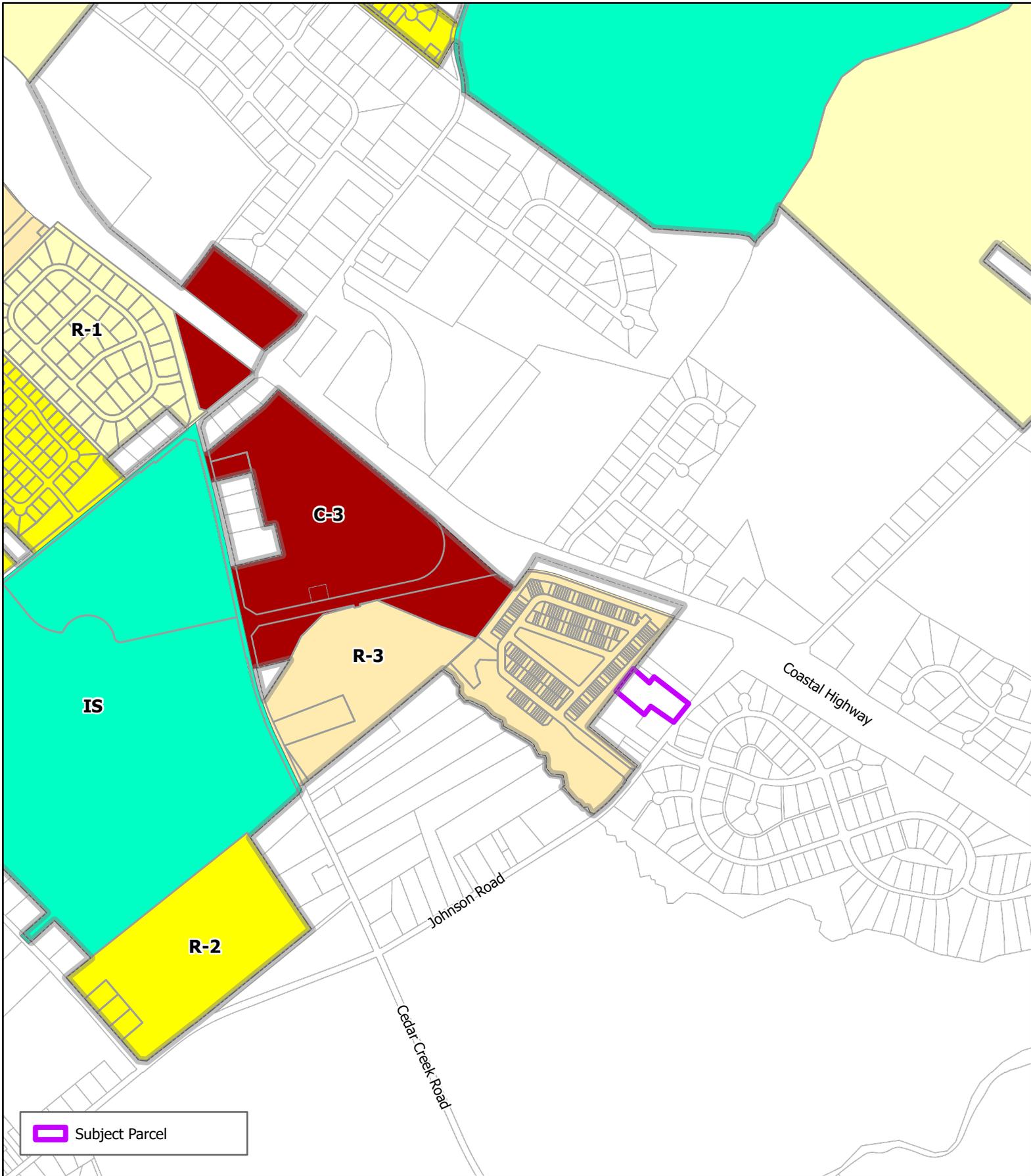
\_\_\_\_\_  
Date

\_\_\_\_\_  
Council Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Planning Commission Chairman

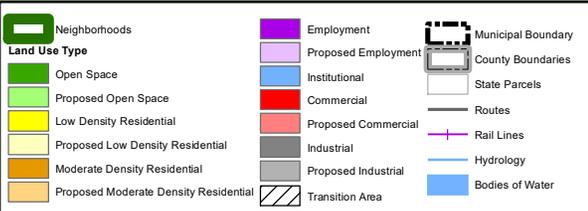
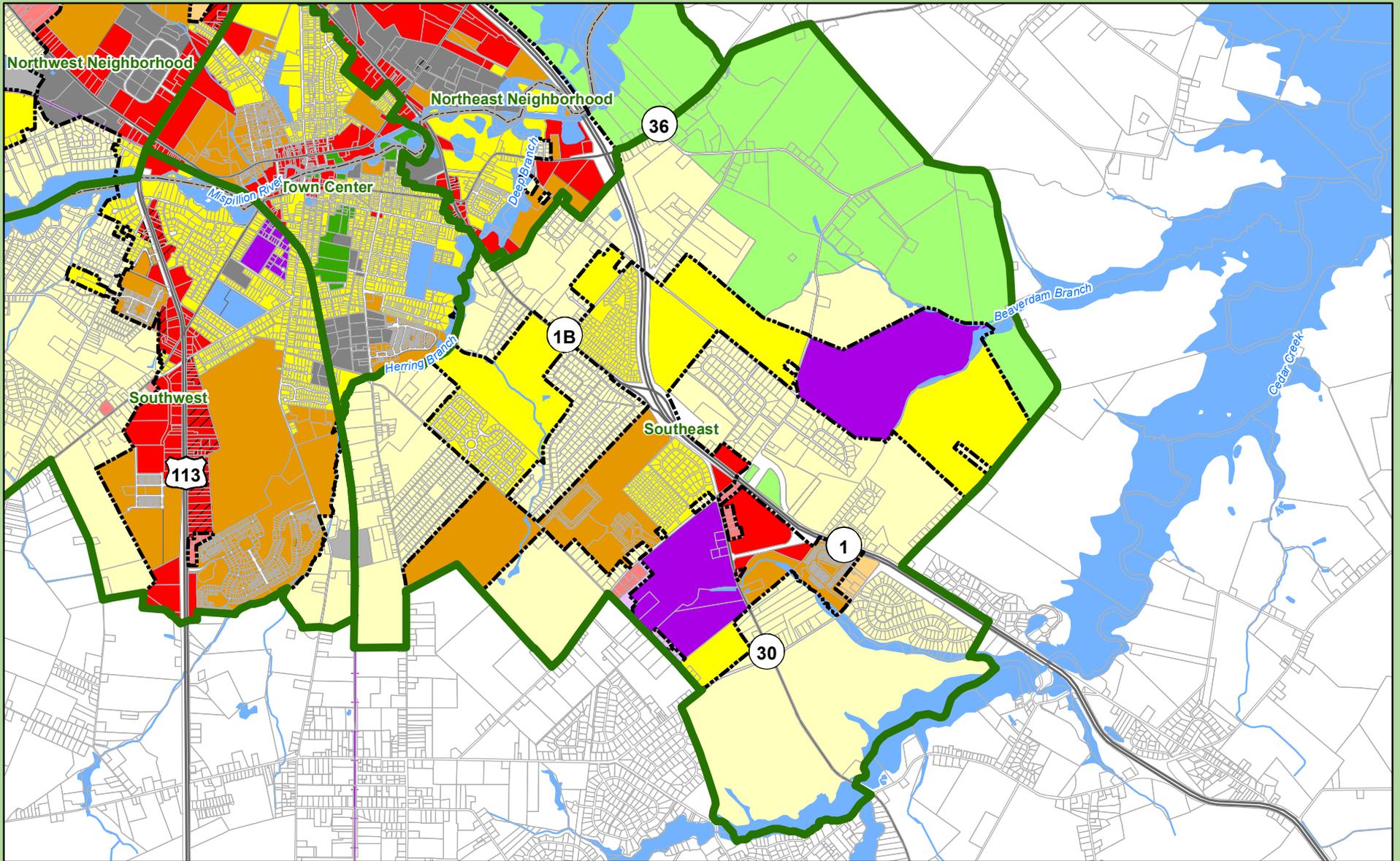
\_\_\_\_\_  
Date



Drawn by: WRP      Date: 05/23/25

Title:

**Annexation**  
**Iglesia Pentecostal**  
**La Senda Antigua - Milford, Inc.**  
Location & Zoning Map      Page 8 of 26

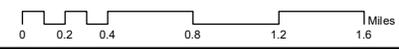


## City of Milford, Delaware

### Future Land Use

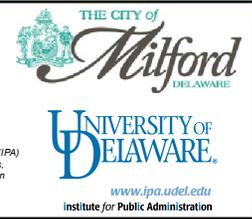
#### Southeast

Adopted Jan. 22, 2018, Certified TBD



**Sources:**  
 Municipal Boundaries - Delaware Office of State Planning Coordination, FirstMap 10/17.  
 DRAFT Future Landuse - City of Milford, Delaware 01/18.  
 Road and Rail Network - Delaware Department of Transportation, FirstMap 01/18.  
 Hydrology - USGS and EPA, FirstMap 01/18.

Note: This map is provided by the University of Delaware, Institute for Public Administration (IPA) solely for display and reference purposes and is subject to change without notice. No claims, either real or assumed, as to the absolute accuracy or precision of any data contained herein are made by IPA, nor will IPA be held responsible for any use of this document for purposes other than which it was intended.



Tax Parcel No. 3-30-16.00-007.00

Prepared by: Planning & Zoning

City of Milford  
201 S. Walnut St.  
Milford, DE 19963

Return to: The Honorable F. Todd Culotta, Mayor

City of Milford, 201 S. Walnut St.  
Milford, DE 19963

IGLESIA PENTECOSTAL LA SENDA ANTIGUA – MILFORD, INC.  
PLAN OF SERVICES AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between IGLESIA PENTECOSTAL LA SENDA ANTIGUA – MILFORD, INC. (hereinafter “IGLESIA”) located at 502 SE Front Street, Milford, DE 19963, and the City of Milford, a municipal corporation of the State of Delaware, with its principal offices located at 201 South Walnut Street, Milford Delaware, 19963 (hereinafter “City”).

RECITALS

- A. WHEREAS, IGLESIA is the record title owner of a parcel of land consisting of 2.71 acres, more or less, lying contiguous to the City of Milford, said tract identified on the Sussex County, Delaware tax maps as Tax Parcel No. 3-30-16.00-007.00, said tract hereinafter referred to as “IGLESIA PROPERTY”.

IGLESIA is desirous of having the IGLESIA PROPERTY annexed into the City of Milford and requested the land use to be high density residential in nature.

- B. WHEREAS the City, through its City Council (in consultation with the City Solicitor and Planning Director), has duly considered the proposed annexation and has determined that the proposed annexation would be in the City’s overall best interest for the following reasons among others:

1. The property would be within the planning area of the City of Milford.
2. Identified within the Urban Growth Boundary Area of the 2018 Comprehensive Plan.
3. Consistent with the Future Land Use Maps of the 2018 Comprehensive Plan, as amended.

- C. Recognizing that IGLESIA’S request for annexation is unilateral (in that the City cannot annex the IGLESIA PROPERTY unless IGLESIA desires the property to be annexed) and further recognizing that the intended land use is consistent with the City’s Land Use

Plan, and can be accommodated within the City's long range Comprehensive Plan, the City Council has determined that it is in the City's best interest to provide IGLESIA with binding assurances to proceed with annexation.

- D. Article I, Section 1.04 of the City Charter of the City of Milford (pursuant to Chapter 148, Volume 72, Laws of Delaware {as amended}) authorizes and empowers the Mayor of the City of Milford to appoint a Committee composed of not less than three (3) of the elected members of the City Council and one member of the City Planning Commission to investigate the possibility of annexation.

NOW THEREFORE, in consideration of the premises, and in consideration of IGLESIA'S request to be annexed into the City of Milford, in consideration of the annexation filing fee for administrative expenses, the receipt whereof is hereby acknowledged, and for other good and valuable consideration, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Annexation Contingency. This Agreement is expressly contingent upon the annexation, by the City, of the IGLESIA PROPERTY. In the event that such annexation does not occur, this Agreement shall be null, void, and of no legal force or effect.
2. Land Subject to Annexation. The land subject to this Agreement consists of 2.71 acres, more or less, said tract identified on the Sussex County, Delaware tax maps as Tax Parcel No. 3-30-16.00-007.00.

The hereinabove described parcel of land is more fully depicted on that certain Survey "Boundary Survey Plan" dated April 2, 2024, prepared by Pennoni Associates, Inc. a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference; metes and bounds description for parcel is attached hereto as **Exhibit "B"** and incorporated herein by specific reference.

3. Water Distribution System and Sanitary Sewer. Notwithstanding any other provision or requirement under any City ordinance or regulation, IGLESIA agrees that the IGLESIA PROPERTY will be connected to the City water distribution system and to the City's sanitary sewer system, treatment of which is provided by Kent County, if and when the property is developed. The parties agree that IGLESIA would be responsible for the costs to design and construct any utility extensions and service connections needed to serve the IGLESIA PROPERTY. IGLESIA agrees to execute any documents needed for the City to obtain Certificate of Public Convenience and Necessity (CPCN) rights.
4. Electric Distribution System. Notwithstanding any other provisions or requirements under any City ordinance or regulation, IGLESIA agrees that the IGLESIA PROPERTY will be connected to the City electric distribution system if and when the property is developed. The parties agree that IGLESIA would be responsible for the costs to design and construct any utility extensions and service

connections needed to serve the IGLESIA PROPERTY. IGLESIA agrees to execute any documents needed for the City to obtain Certificate of Public Convenience and Necessity (CPCN) rights.

5. Natural Features. The U.S. Army Corp of Engineers will control provisions under Section 404 of wetlands on the parcel.
6. Zoning. The IGLESIA PROPERTY shall be annexed as City district R-3 Garden Apartment and Townhouse and shall be developed in accordance with said district. Nothing in this agreement shall remove or eliminate the owner from the necessary site plan reviews, fees, public hearings and all other requirements under the City's Land Use Ordinance.
5. City Not Responsible for Infrastructure Improvements; IGLESIA Right to Assign.

Anything herein to the contrary notwithstanding:

- a) The City shall have no obligation or responsibility (financial or otherwise) for providing, installing, or constructing any of the required infrastructure improvements;
  - b) IGLESIA may, with the City's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, sell, lease, or convey all or any portion of IGLESIA PROPERTY to any third party and, as part of such sale, lease, or conveyance, assign all or any of its rights and *corresponding obligations* hereunder to such third party.
6. Except as Modified, All Other City Ordinances and Regulations to Control. Except as specifically provided herein, once finally annexed into the City of Milford, all lands subject to this Agreement shall be subject to and governed by all provisions of the City Charter and all City ordinances and regulations as they now exist or may hereafter be amended, revised, or repealed, as well as any new ordinances or regulations adopted by the City Council, to the same effect and degree as all other lands within the City boundaries of the City of Milford.
  7. Annexation Agreement to be a Material Part of Annexation Proceedings. Pursuant to Title 22, Delaware Code §101 Plan of Services Reporting, this Agreement shall be deemed to be a material part of the annexation proceedings conducted pursuant hereto; that is to say:
    - a. The resolutions and notices adopted by the City Council, including any resolution and notices for public hearings, proposing the aforesaid annexation shall recite that the proposed annexation includes, and is subject to, an annexation agreement, shall briefly summarize the terms of this annexation agreement, and shall state that copies of the annexation agreement are available upon request at the City Hall.

b. If the results of the annexation hearings are favorable to the proposed annexation, the final resolution annexing the territory shall recite that the annexation is subject to an annexation agreement and shall incorporate the terms of such annexation agreement by specific reference.

8. Land Use Planning Act. The City of Milford shall notify the Delaware State Planning Office, Kent County Department of Public Works, Milford Police Department, Carlisle Fire Department and Milford School District of the proposed annexation contemplated by this Agreement and the parties shall comply with the requirements of the Delaware Land Use Planning of Title 29 of Delaware Code, Chapter 92 (Land Use Planning Act effective until February 14, 2004; Preliminary Land Use Services effective February 14, 2004), as amended.
9. Governing Law. This Agreement shall be governed by the laws of the State of Delaware (notwithstanding the fact that one or more parties may now or later become a resident of another state) and the parties hereto agree that the courts of the State of Delaware shall have jurisdiction over any case or controversy and hereby consent to such jurisdiction.
10. Separability. If any section, paragraph, sentence or clause of this Agreement is determined or declared to be invalid or unenforceable by any court of competent jurisdiction, the remainder hereof shall remain in full force and effect.
11. Entire Agreement. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those herein contained.
12. Amendments. This Agreement shall not be amended except in writing executed by all parties hereto.
13. Binding Effect. This Agreement shall be binding upon the parties hereto, their administrators, successors, successors in interest and assigns.
14. Contra Proferentum. The fact that one party has drafted this Agreement shall in no way be used against that party in construing the terms, condition, and obligations hereunder.
15. Headings. Headings and captions used herein are solely for the convenience of the parties and shall have no legal significance in construing the terms of this Agreement.
16. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

17. Enforcement. In the event of a breach, this Agreement shall be enforced through a decree of specific performance, the parties agreeing that monetary damages would not provide an adequate remedy.
18. Recording. This agreement, dully executed by the City and LYNCH, shall be recorded in the office of the Recorder of Deeds, in and for Kent County, Delaware. The cost of recording shall be paid by LYNCH.
19. Plan of Services Requirement. This Agreement shall not be considered or deemed to be contract zoning. The parties hereto acknowledge their respective obligations to enter into a Plan of Services Agreement as part of the annexation process according to 22 Del.C., §101(3) and Milford City Charter Article 1.04(a)(3).

DRAFT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

IGLESIA PENTECOSTAL LA SENDA  
ANTIGUA – MILFORD, INC.

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Roel Fuentes, President

STATE OF DELAWARE :  
:  
COUNTY OF :

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Roel Fuentes.

\_\_\_\_\_  
Signature of Notary Public

CITY OF MILFORD

Attest: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_ (Seal)  
F. Todd Culotta, Mayor

STATE OF DELAWARE :  
:  
COUNTY OF SUSSEX :

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by F. Todd Culotta, Mayor of the City of Milford.

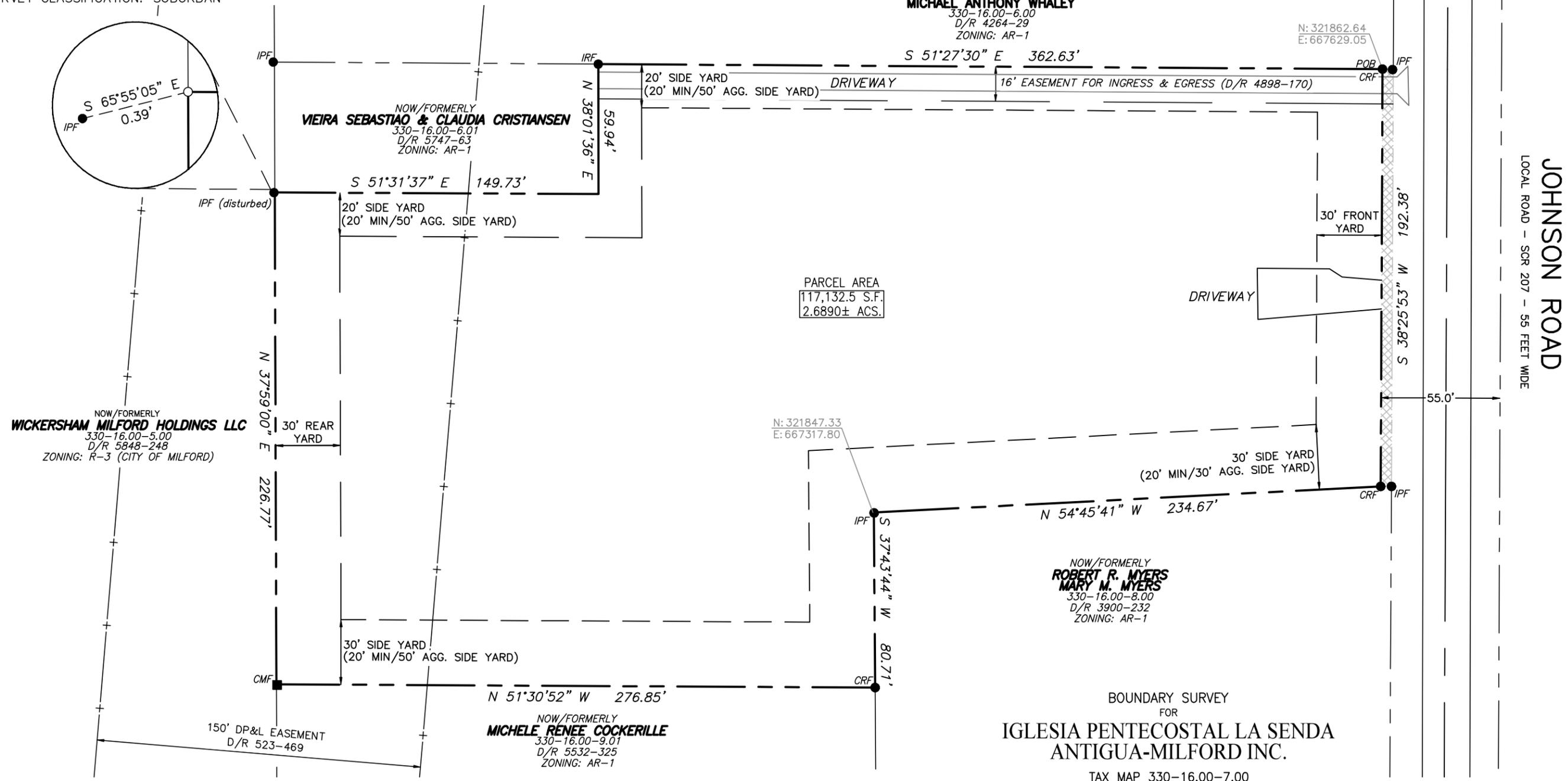
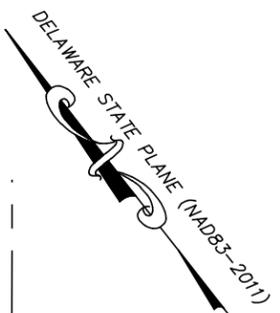
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Signature of Notary Public

**Exhibit A**

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**NOTES**

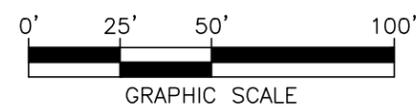
1. PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
2. BUILDING DISTANCES TO PROPERTY LINES SHOULD NOT BE USED FOR FUTURE DETERMINATION OF IMPROVEMENT.
3. LOTS SHOWN IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. WE HEREBY CERTIFY THAT THIS PLAN WAS PREPARED FOR THE INDIVIDUAL(S) NOTED BELOW,
5. NO RESPONSIBILITY IS IMPLIED AND/OR ASSUMED TO ANY FUTURE LAND OWNER OR OCCUPANT.
6. THIS PLAN IS BASED UPON THE RECORD PLAN(S) NOTED AND/OR DEED RECORDS SHOWN THUS (D/R), & PHYSICAL EVIDENCE FOUND.
7. SOURCE OF TITLE: D/R 4898-169, PLOT BOOK 436, PAGE 22
8. SURVEY CLASSIFICATION: SUBURBAN



PARCEL AREA  
117,132.5 S.F.  
2.6890± ACS.

**LEGEND**

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- CMF CONCRETE MONUMENT FOUND
- IRF IRON REBAR FOUND
- IPF IRON PIPE FOUND
- 5' R.O.W. DEDICATION



DESIGNED BY:	INITIALS
DRAWN BY:	TLA
CHECKED BY:	TLA
APPROVED(DESIGN)	
APPROVED(CONSTRUCTION)	



103 S. Bradford Street  
Dover, DE 19904  
P.O. Box 558  
Dover, DE 19903  
302.744.9875 Tel  
866.672.6428 Fax

BOUNDARY SURVEY PLAN			
20913 JOHNSON ROAD MILFORD, DE 19963			
SCALE 1"=50'	DATE 5/14/2025	PROJECT NO. 2022145SM	FIGURE 1

**Exhibit B**

DRAFT

**LEGAL DESCRIPTION**

**20913 JOHNSON ROAD  
LINCOLN, DE**

ALL that certain tract, piece or parcel of land, situated in the Cedar Creek Hundred, Sussex County, State of Delaware, said lot lying on the Westerly side of Johnson Road (55 feet wide), being all of lands now or formerly Pentecostal La Iglesia Senda Antigua - Milford Inc. as shown on a plot entitled Record Plan Pentecostal La Iglesia Senda Antigua-Milford Inc as recorded in the Office of the Recorder of Deeds in and for Sussex County in Plot Book 436, Page 22; being more particularly bounded and described as follows, to-wit:

BEGINNING at a point, a capped rebar found, in the line of lands now or formerly of Michael Anthony Whaley and the Westerly line of Johnson Road (55 feet wide);

THENCE (by Delaware State Plane Coordinate System, NAD83-2011) with the Westerly line of Johnson Road, South 38 degrees 25 minutes 53 seconds West 192.38 feet to an iron rebar found at a corner for lands now or formerly of Robert R. and Mary M. Myers;

THENCE with said lands of Myers, the following two (2) courses and distances:

- (1) North 54 degrees 45 minutes 41 seconds West 234.67 feet to an iron pipe found;
- (2) South 37 degrees 43 minutes 44 seconds West 80.71 feet to a capped rebar found at a corner for lands now or formerly of Michele Renee Cockerille;

THENCE with said lands of Cockerille, North 51 degrees 30 minutes 52 seconds West 276.85 feet to a concrete monument found at a corner for lands now or formerly of Wickersham Milford Holdings LLC;

THENCE with said lands of Wickersham Milford Holdings LLC, North 37 degrees 59 minutes 00 seconds East 226.77 feet to a point at a corner for lands now or formerly of Vieira Sebastiao & Claudia Christiansen, said point being South 65 degrees 55 minutes 05 seconds East 0.39 feet from a disturbed iron pipe found;

THENCE with said lands of Sebastiao and Christiansen, the following two (2) courses and distances:

- (1) South 51 degrees 31 minutes 37 seconds East 149.73 feet to a point;
- (2) North 38 degrees 01 minutes 36 seconds East 59.94 feet to an iron rebar found in the line of said lands of Myers;

THENCE with said lands of Myers, South 51 degrees 27 minutes 30 seconds East 362.63 feet to the place and point of BEGINNING.

CONTAINING within said metes and bounds 2.6890 acres (117,132.5 square feet) of land, more or less.

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## 1.04 Annexation.

The City may from time to time extend its boundaries through the process of annexation in accordance with the Delaware Code and the following procedures shall apply:

- (a) All the property owners of the territory contiguous to the then existing corporate limits and territory of the City of Milford, by written Petition with the signature of each such Petitioner duly witnessed, may request the City Council to annex that certain territory in which they own property.
  - (1) The petition presented to the City Council shall include the tax parcel number(s), a description of the territory requested to be annexed in electronic format, a sealed survey (dated within 1 year of the petition), present and requested zoning, a statement of compliance with the Comprehensive Plan and the reasons for the requested annexation.
  - (2) If the Planning Director deems the petition complete, the petition shall be provided to the Mayor and City Council to be referred to the Annexation Committee. If the Annexation Committee is not duly constituted, the Mayor of the City of Milford shall appoint a Committee composed of not less than 3 of the elected members of the City Council and one member of the City Planning Commission to investigate the possibility of annexation. Not later than 90 days following referral of the petition to the Annexation Committee by the City Council the Committee shall submit a written report containing its findings and conclusions to the Mayor and City Council of Milford. The report so submitted shall include the advantages and disadvantages of the proposed annexation, both to the City of Milford and to the territory proposed to be annexed, and shall contain the recommendation of the Committee whether or not to proceed with the proposed annexation and the reasons therefore, as well as a recommended zoning district for the property to be annexed.
  - (3) A Plan of Services for the property must be completed in accordance with Delaware Code. This Plan of Services must be completed for review and acceptance by all necessary agencies prior to final legislative action on the annexation.
  - (4) The annexation petition and zoning application shall also be referred to the Planning Commission for a Public Hearing and review and recommendation to City Council. Within 60 days of the final recommendation by the Planning Commission, City Council shall hold a public hearing to consider the annexation petition and zoning application.
  - (5) Following the public hearing on the proposed annexation petition and subject to the acceptance of the Plan of Services, City Council may then adopt an ordinance annexing such territory to the City of Milford. Such ordinance shall be passed by the affirmative vote of 2/3 of all the elected members of the City Council. If the ordinance fails to receive the affirmative vote of 2/3 of the elected members of the City Council, the territory proposed to be annexed shall not again be considered for annexation for a period of 6 months from the date that the resolution failed to receive the required affirmative vote. The concurrent zoning application shall be considered for adoption by City Council in accordance with the provisions set forth hereafter and in this Charter and the Code of the City of Milford.
  - (6) The public notice of the annexation ordinance shall contain a description of the territory proposed to be annexed, requested zoning and shall fix a time and place for a public hearing on the subject of the proposed annexation and zoning. The public notice of the annexation ordinance shall be published in a newspaper having a general circulation in the City of Milford at least 1 week prior to the date set for the public hearing, or, at the discretion of the City Council, the said notice shall be posted in 2 public places both in the City of Milford and in the territory proposed to be annexed and the City website.

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- (7) If the ordinance receives a favorable vote for annexation, the City Council shall cause a description and a plot of the territory so annexed to be recorded in the Office of the Recorder of Deeds in and for the county in which the property is located, but in no event, shall said recordation be completed more than 90 days following the date of the favorable vote for annexation by the City Council. The territory considered for annexation shall be considered to be a part of the City of Milford from the time of recordation. The failure to record the description of the plot within a specified time shall not make the annexation invalid, but such annexation shall be deemed to be effective at the expiration of the 90 day period from the date of the favorable vote of the City Council.
- (b) If 5 or more property owners, but less than all of the property owners of a territory contiguous to the then limits and territory of the City of Milford, by written Petition with the signature of each such Petitioner duly witnessed, shall request the City Council to annex that certain territory in which they own property.
    - (1) The procedure for consideration of a petition under Section 1.04(b) of this Charter shall be the same as the procedure under Section 1.04(1)(1 through 7), unless otherwise stated.
    - (2) The ordinance adopted under the procedures of Section 1.04 (a) (1 through 7) of this Charter applicable to petitions filed under Section 1.04(b) shall be subject to the approval of the property owners in the territory to be annexed. Said approval or disapproval shall be signified at a Special Election as set forth hereafter.
    - (3) In the event that the ordinance for annexation does not receive an affirmative vote by 2/3 of all the elected members of the City Council, no Special Election shall be held and the territory previously proposed to be annexed shall not again be considered for annexation for a period of 6 months from the date the ordinance failed to receive the required affirmative vote.
    - (4) Following the affirmative vote but in no event later than 30 days after said ordinance has been adopted, the City Council shall order a Special Election to be held not less than 30 nor more than 60 days after said affirmative ordinance was adopted by City Council.
    - (5) The notice of the time and place of the said Special Election shall be published within 30 days immediately preceding the date of this Special Election in at least 2 issues of a newspaper having a general circulation in the City of Milford, or, at the discretion of the City Council, the said notice may be posted in 2 public places, in the City of Milford, in the territory proposed to be annexed, and on the City website at least 15 days prior to the date set forth for the said Special Election.
    - (6) At the Special Election, each person who has an ownership interest in a property in the territory proposed to be annexed shall have 1 vote and every partnership, corporation, company, or other legally created artificial entity in the territory proposed to be annexed which has an ownership interest in a property in the territory proposed to be annexed shall have 1 vote. Property held by a partnership or by a corporation shall vote only by a power of attorney, corporate resolution, or authorization affidavit duly executed. In the event that an individual holds a Power of Attorney or corporate resolution duly executed and acknowledged, specifically authorizing the said individual to vote on behalf of a partnership or by a corporation at the said Special Election, before that person votes, a duly authenticated Power of Attorney or corporate resolution, shall be filed in the Office of the City Manager of the City of Milford. Said Power of Attorney or corporate resolution so filed shall constitute conclusive evidence of the right of said person to vote in the Special Election for such partnership or for such corporation. Property owners, individuals, or entities in the area proposed to be annexed shall have only 1 vote regardless of the number of parcels owned.
    - (7) The City Council of the City of Milford may cause either voting machines or paper ballots to be used in the Special Election, the form of the ballot to be printed as follows:

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[ ] For the proposed annexation.

[ ] Against the proposed annexation.

- (8) The Mayor of the City of Milford shall appoint 3 persons to act as a Board of Special Election. One of the said persons so appointed shall be designated as the Presiding Officer. Voting shall be conducted in a public place as designated by the ordinance calling the Special Election. The polling place shall be open from 10:00 a.m. until 6:00 p.m. on the date set for the Special Election or until all those entitled to vote have done so. All persons in the polling place at the time of the closing of the polls shall be permitted to vote, even though such votes are not cast until after the time for the closing of the polls.
- (9) Immediately upon the closing of the polling place, the Board of Special Election shall count the ballots for and against the proposed annexation and shall announce the result thereof. The Board of Special Election shall make a Certificate under their hands of the votes cast for and against the proposed annexation and the number of void votes and shall deliver the same to the City Council. Said Certificate shall be filed with the papers of the City Council. In order for the territory proposed to be annexed to be considered annexed, a majority of the votes cast from the territory proposed to be annexed must have been cast in favor of the proposed annexation.
- (10) In the event that the Special Election results in an unfavorable vote for annexation, no part of the territory considered at the Special Election for annexation shall again be considered for annexation for a period of at least 6 months from the date of the said Special Election.
- (11) If a favorable vote for annexation shall have been cast, the City Council of the City of Milford shall cause a description and a plat of the territory so annexed to be recorded in the Office of the Recorder of Deeds, in and for the county in which the property is located, but in no event shall said recordation be completed more than 90 days following the date of the said Special Election. The territory considered for annexation shall be considered to be part of the City of Milford from the time of recordation. The failure to record the description or the plat within the specified time shall not make the annexation invalid, but such annexation shall be deemed to be effective at the expiration of the 90 day period from the date of the favorable Special Election.
- (c) Annexation Agreement. Notwithstanding any provision herein to the contrary, where, pursuant to §1.04(a) or (b) of this Charter, annexation proceedings are initiated by a property owner(s) holding record title to real property in territory contiguous to the then existing corporate limits of the City, such petition may be made contingent upon an annexation agreement with the City which agreement may address any matters which would be relevant to the subject lands, if annexed. By way of example and not in limitation, such agreement may address zoning, subdivision approval, tax relief, public utilities and public improvements. In the event the City Council approves such an agreement and votes to accept a petition under this §1.04 of this Charter, such Annexation Agreement shall be deemed a material part of the annexation and shall be included in all subsequent steps of the annexation procedure. City Council may vote to require the Annexation Agreement at any time before adoption of the ordinance annexing the territory into the city.

The ordinances and notices adopted by the City Council shall recite that the proposed annexation includes and is subject to an annexation agreement. The ordinances and ballots, if an election is required, annexing the territory shall recite that the annexation is subject to an annexation agreement and shall incorporate the terms of such agreement by specific reference. An annexation agreement may be modified or amended by mutual agreement of the petitioner and the City Council at any time prior to the ordinance adopted by City Council annexing the land into the City of Milford. In any event, the Annexation Agreement shall run with the land and be recorded with the annexation ordinance.

- (d) Property shall be designated to a contiguous ward(s) when annexed into the City pursuant to Article I.

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[Res. No. 2017-02, adpt. 3-27-2017, eff. 7-10-2017]

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(Supp. No. 27)

Created: 2024-08-09 08:18:39 [EST]

TAX MAP & PARCEL #: 3-30 16.00 7.00  
PREPARED BY & RETURN TO:  
Law Office of Susan Pittard Weidman, P.A.  
406 Rehoboth Avenue  
Rehoboth Beach, DE 19971  
File No. 17796

THIS DEED, made this 16<sup>th</sup> day of May, 2018,

- BETWEEN -

JOHN D. GIBSON and ROSE D. GIBSON, of 7189 Coastal Highway, Milford, DE 19963, parties of the first part,

- AND -

IGLESIA PENTECOSTAL LA SENDA ANTIGUA - MILFORD, INC., of 20913 Johnson Rd., Lincoln, DE 19960, party of the second part.

**WITNESSETH:** That the said parties of the first part, for and in consideration of the sum of **One and 00/100 Dollars (\$1.00)**, lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the party of the second part, and its heirs and assigns, in fee simple, the following described lands, situate, lying and being in Sussex County, State of Delaware:

ALL that certain tract, piece and parcel of land, lying and being in Cedar Creek Hundred, Sussex County, and State of Delaware, fronting on the northwesterly side of County Route 207 at 50 feet wide, and more particularly described as follows, to wit:

BEGINNING at a found iron pipe at the aforementioned northwesterly (erroneously described as being "southwesterly" in prior deed of record) right-of-way line of 207 and at the southeasterly corner of lands late of Marvin Woodard; thence running with lands late of Marvin Woodard the following two courses; (1) North 46 degrees 38 minutes 47 seconds West 239.70 feet to a found iron pipe and (2) South 45 degrees 49 minutes 33 seconds West 80.27 feet to a set iron pipe at a corner for other lands nor or formerly of Magliochetti; thence proceeding with other lands now or formerly of Magliochetti North 43 degrees 30 minutes 41 seconds West 276.76 feet to a found

RS

PPS

concrete monument on line of lands of Vannie Roberts; thence running with lands of Vannie Roberts North 45 degrees 59 minutes East 226.87 feet to a found iron pipe at the northwesterly corner of lands of John D. Whaley; thence proceeding with lands of John D. Whaley the following two courses: (1) South 43 degrees 23 minutes 22 seconds East 150.00 feet to an iron pipe; and (2) North 45 degrees 59 minutes East 60.00 feet to an iron pipe on line of James Ross; thence proceeding with lands of James Ross South 43 degrees 23 minutes 22 seconds East 367.74 feet to an iron pipe at the aforementioned northwesterly right-of-way line of Route 207; thence finally running with said right-of-way line of Route 207 South 46 degrees 30 minutes West 192.38 feet to the place of beginning, containing 2.7118 acres of land, more or less, subject to the right of ingress and egress to lands of John D. Whaley over a 16 foot wide outlet, beginning at the northwesterly right-of-way line of Route 207 and following the aforementioned northwesterly property line of lands of James Ross.

BEING ALL and the same lands and premises which were conveyed unto John D. Gibson and Rose D. Gibson, by deed of Kenneth L. Troyer dated October 26, 2007, and recorded in the Office of the Recorder of Deeds in and for Sussex County, DELAWARE, on October 29, 2007, in Deed Book 3514, Page 336.

**SUBJECT** to any and all restrictions, reservations, conditions, easements and agreements of record in the Office of the Recorder of Deeds in and for Sussex County, Delaware.

Official Copy

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Witness \_\_\_\_\_ John D. Gibson (SEAL)  
John D. Gibson  
 Witness \_\_\_\_\_ Rose D. Gibson (SEAL)  
Rose D. Gibson

STATE OF DELAWARE, COUNTY OF SUSSEX: to-wit

BE IT REMEMBERED, that on this 16<sup>th</sup> day of May, 2018, personally came before me, the subscriber, John D. Gibson and Rose D. Gibson, parties of the first part to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their act and deed.

GIVEN under my Hand and Seal of Office the day and year aforesaid.

Notary Public

My Commission Expires: \_\_\_\_\_

SUSAN PITTARD GARDNER  
ATTORNEY AT LAW WITH  
POWER TO ACT AS NOTARY PUBLIC  
PER 29 DEL. C. SEC 4323 (A) (3)

Recorder of Deeds  
Scott Bailey  
Jun 06 2018 09:37A  
Sussex County  
Doc. Searches Paid

RECEIVED  
Jun 06 2018  
ASSESSMENT DIVISION  
OF SUSSEX COUNTY

Consideration	75,000.00
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County	562.50
State	937.50
Town	Total 1,500.00
Received: Love R Jun 06 2018	