



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

Annexation Committee Meeting Agenda August 25, 2025

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

<https://milford-de.zoom.us/j/92207470768>

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: 922 0747 0768

6:00 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 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

Revocable Trust of Pamela Davis Thompson/2 N. Brandywine Rd

- a. [Thompson - Annexation Committee Packet - 082525](#) 

3 - 25

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.

081825

Pamela Davis Thompson, Trustee
7195 Main Bayview Road
Southold, NY 11971

July 9, 2025

City of Milford
City Council
201 South Walnut Street
Milford, Delaware 19963

Re: **Petition for Annexation**

Sussex County Tax Map No. 330-11.00-7.00, .50 Acre \pm

Property Address: 2 N. Brandywine Rd. Milford, DE 19963, on the North side of the Rehoboth Boulevard entrance to Shawnee Acres, in Shawnee Acres Addition, Lot 1.

Dear Mayor and City Council,

Please accept this letter as my formal request for annexation of the above referenced parcel into the City of Milford. This parcel, currently zoned AR-1, contains a 3 bedroom, 2 bathroom, 2 car garage home with a recently failed septic system. Per an agreement put in place when water and sewer connections were made available in 2003, with the City of Milford and Shawnee Acres and Shawnee Acres Addition, as private septic systems failed to function appropriately, the properties that have public water and public sewer available and the City of Milford allows, must then connect. Those properties that are contiguous with City of Milford parcels must also be annexed to the same. The purpose of this request is to seek annexation for this parcel and utilize all the services and resources that the City has to offer as well as provide support to the nearby hospital and medial offices.

If you should have any questions, please contact me at 516-971-9792.

Sincerely,

7/9/25

Pamela Davis Thompson 7/9/25

Jennifer M. Mudd
Witness Notary Public

STATE OF NEW YORK
COUNTY OF SUFFOLK
Pamela Davis Thompson, Trustee
SS:

Date

On the 9 day of July, 2025, before, me personally came Pamela Davis Thompson, to me known to be the Acknowledgments and Proofs of Execution individual described in, and who executed, the foregoing instrument, and acknowledged that he/she executed the same.

JENNIFER M MUDD
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MU6429053
Qualified in Suffolk County
My Commission Expires February 07, 2026

Jennifer M. Mudd
Notary Public

TO: Mayor & Council Members
FROM: Annexation Committee
DATE: August 25, 2025
RE: Annexation Committee Report – Revocable Trust of Pamela Davis Thompson

A public meeting was held in Council Chambers on August 25, 2025 to consider the annexation request for lands described as:

Property Owner:	Revocable Trust of Pamela Davis Thompson
Location:	2 N. Brandywine Rd
Size:	0.53 +/- acres
Existing Zoning:	AR-1 – Agricultural Residential (Sussex County)
Proposed Zoning:	R-1 (Single-family Residential)
Tax Map and Parcel Number:	3-30-11.00-007.00

APPLICANT

A petition by the property owners and applicant was submitted on July 9, 2025 to annex 0.53 +/- acres of land into the City of Milford.

LOCATION

The property is identified as Sussex County Tax Parcel(s) 3-30-11.00-007.00 and is located at 2 N. Brandywine Road within the Shawnee Acres residential development.

STREETS

N. Brandywine Road is a State maintained roadway and the property contains an existing single-family detached dwelling with a residential driveway.

DRAINAGE

The property is currently improved with a single-family detached dwelling within an existing residential subdivision.

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-1 (Single-family Residential District) under the City of Milford zoning ordinance.

SEWER

The property owner would be required to connect to the existing sanitary sewer system located adjacent to the property. The sewer ultimately flows to the existing Shawnee Acres pump station, which conveys the sewage to downtown Milford and the Kent County regional pump station located on NE Front Street. The property owner would be responsible for obtaining a utility permit from the City in order to connect to the sewer system. All costs associated with the design and construction of the sewer connection would be borne by the applicant.

WATER

The property owner would be required to connect to the existing water infrastructure located adjacent to the property. The property owner would be responsible for obtaining a utility permit from the City in order to connect to the water system. All costs associated with the design and construction of the water connection would be borne by the applicant.

ELECTRIC

The property is already served by City of Milford electric utility.

TRAFFIC

The property is located along N. Brandywine Road which is a State maintained roadway. The property contains an existing single-family detached dwelling and residential driveway.

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 contain wetlands. Additionally, the property 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 properties to the north, west and south contain existing single-family detached dwellings zoned AR-1 and located within the unincorporated areas of Sussex County. The properties to the east, located across Rehoboth Boulevard, contain single-family detached dwellings zoned R-1 and 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 Low Density Residential. R-1 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 property tax, 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 (property tax, etc.).
- 3. Potential for additional water and sewer users.
- 4. The annexation would eliminate a failing septic system within Sussex County.
- 5. Identified within the Urban Growth Boundary of the 2018 Comprehensive Plan.
- 6. 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-1 (Single-family Residential)

Council Representative/Committee Chairman

Date

Council Representative

Date

Council Representative

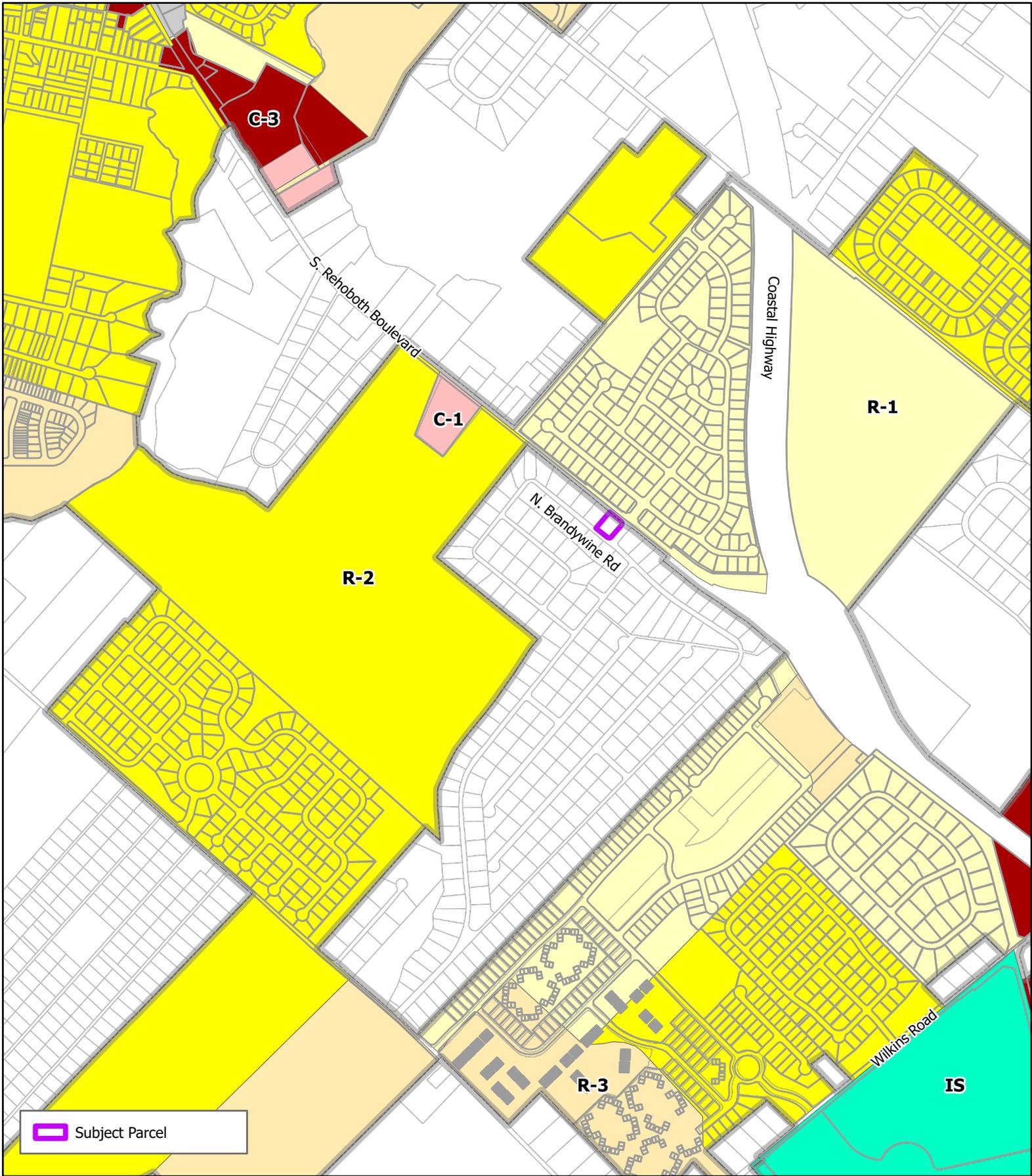
Date

Council Representative

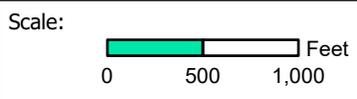
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Planning Commission Chairman

Date

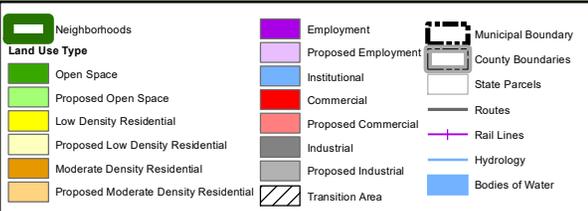
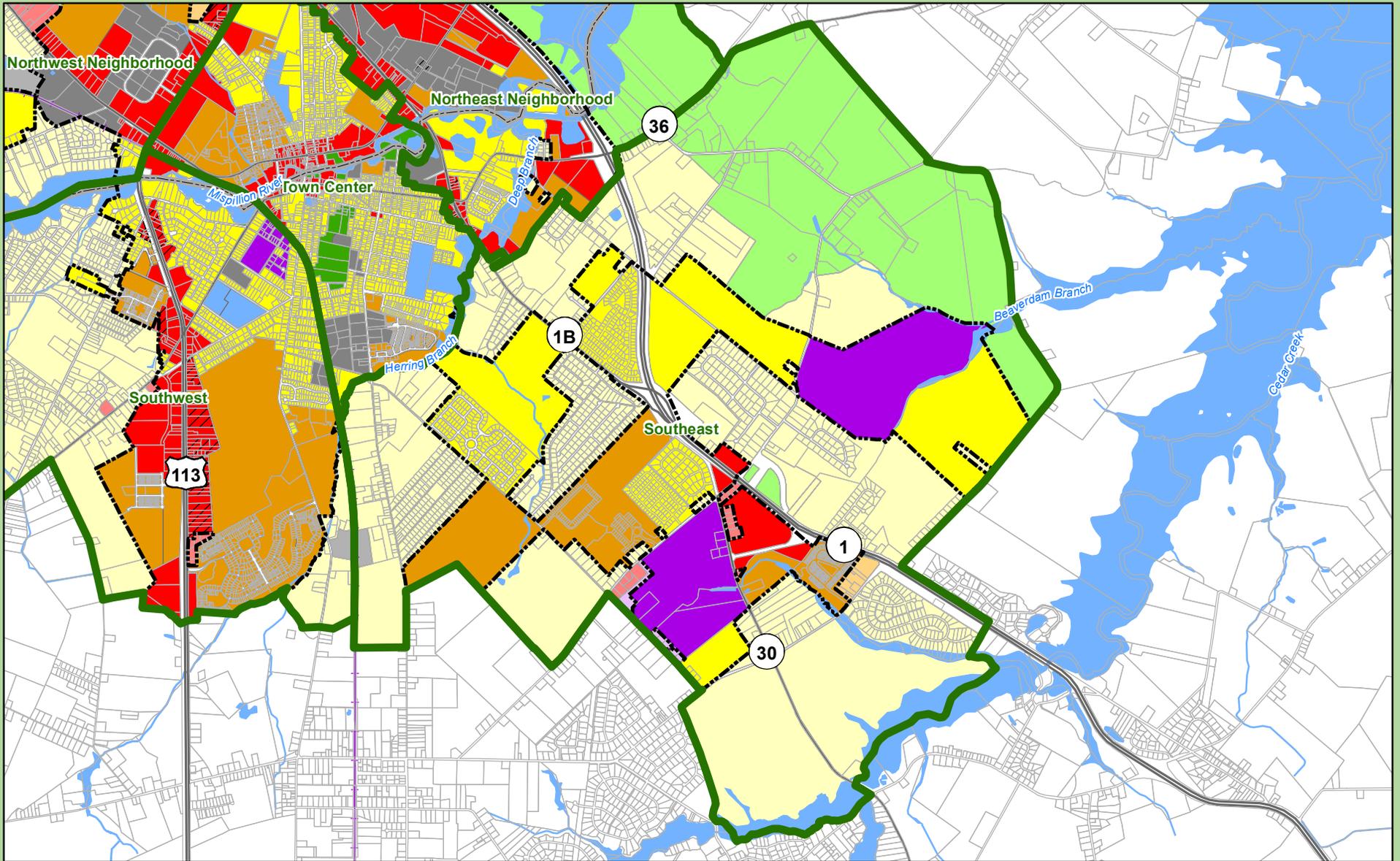


 Subject Parcel



Drawn by: WRP Date: 07/17/25

Title: **Annexation
Revocable Trust of
Pamela Davis Thompson**
Location & Zoning Map Page 7 of 25

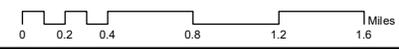


City of Milford, Delaware

Future Land Use

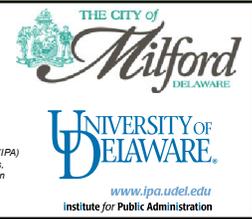
Southeast

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. 3-30-11.00-007.00

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

REVOCABLE TRUST OF PAMELA DAVIS THOMPSON
PLAN OF SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and between REVOCABLE TRUST OF PAMELA DAVIS THOMPSON (hereinafter “THOMPSON”) located at 2 N. Brandywine Road, 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, THOMPSON is the record title owner of a parcel of land consisting of 0.53 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. 3-30-11.00-007.00, said tract hereinafter referred to as “THOMPSON PROPERTY”.

THOMPSON is desirous of having the THOMPSON PROPERTY annexed into the City of Milford and requested the land use to be low 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 THOMPSON’S request for annexation is unilateral (in that the City cannot annex the THOMPSON PROPERTY unless THOMPSON 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 THOMPSON 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 THOMPSON'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 THOMPSON 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 0.53 acres, more or less, said tract identified on the Sussex County, Delaware tax maps as Tax Parcel No. 3-30-11.00-007.00.

The hereinabove described parcel of land is more fully depicted on that certain Survey "Survey Plan" dated June 21, 2025, prepared by Richard K. Vetter, P.E. 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, THOMPSON agrees that the THOMPSON 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 THOMPSON would be responsible for the costs to design and construct any utility extensions and service connections needed to serve the THOMPSON PROPERTY. THOMPSON 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, THOMPSON agrees that the THOMPSON PROPERTY will be connected to the City electric distribution system if and when the property is developed. The parties agree that

THOMPSON would be responsible for the costs to design and construct any utility extensions and service connections needed to serve the THOMPSON PROPERTY. THOMPSON 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 THOMPSON PROPERTY shall be annexed as City district R-1 Single-family Residential 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; THOMPSON 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) THOMPSON 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 THOMPSON 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, Sussex 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, duly executed by the City and THOMPSON, shall be recorded in the office of the Recorder of Deeds, in and for Sussex County, Delaware. The cost of recording shall be paid by THOMPSON.
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.

REVOCABLE TRUST OF PAMELA
DAVIS THOMPSON

Attest: _____

By: _____
Pamela Davis Thompson

STATE OF DELAWARE :
:
COUNTY OF :

Signed and sworn to before me this _____ day of _____, 2025, by Pamela Davis Thompson.

Signature of Notary Public

CITY OF MILFORD

Attest: _____
City Clerk

By: _____ (Seal)
F. Todd Culotta, Mayor

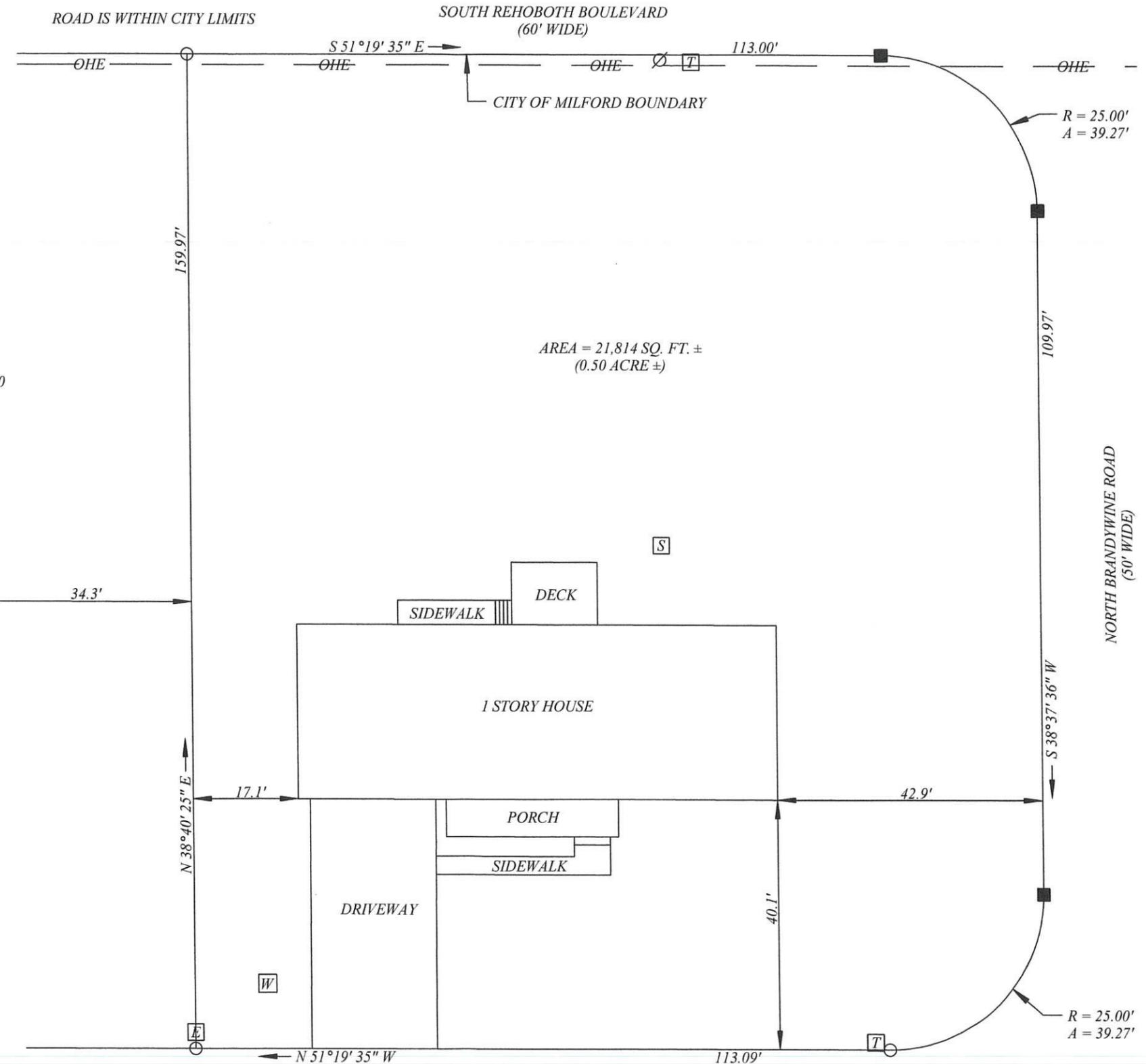
STATE OF DELAWARE :
:
COUNTY OF SUSSEX :

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

Signature of Notary Public

Exhibit A

DRAFT



LOT 2
TAX PARCEL #330-11.00-266.00

AREA = 21,814 SQ. FT. ±
(0.50 ACRE ±)

- LEGEND**
- FOUND MONUMENT
 - FOUND IRON PIPE
 - ⊠ TELECOMMUNICATION
 - OHE OVERHEAD ELECTRIC
 - ⊠ E ELECTRIC BOX
 - ⊘ UTILITY POLE
 - ⊠ S SEPTIC TANK
 - ⊠ W WELL

ADDRESS: 2 NORTH BRANDYWINE ROAD

TAX PARCEL #: 330-11.00-7.00

OWNER: PAMELA D. THOMPSON, TRUSTEE

* CERTIFY THAT I AM A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF DELAWARE AND THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

Richard K. Vetter
RICHARD K. VETTER, P.E. #10329

SURVEY BASED ON PHYSICAL EVIDENCE DISCOVERED IN THE FIELD AND THE CALL OF DEED BOOK 5958, PAGE 314.

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SURVEY PLAN	
LOT 1 SHAWNEE ACRES ADDITION	
CEDAR CREEK HUNDRED SUSSEX COUNTY, DELAWARE	
RICHARD K. VETTER, P.E. 307 BAYBERRY DRIVE LEWES, DE 19958	
SCALE: 1" = 20'	JUNE 21, 2025

Exhibit B

DRAFT

Legal Description

ADDRESS: 2 North Brandywine Road
OWNER: Pamela Thompson, Trustee

ALL that certain lot, piece or parcel of land with the improvements thereon erected, situated in Cedar Creek Hundred, Sussex County, State of Delaware, lying on the northeast and northwest sides of North Brandywine Road, and the southwest side of South Rehoboth Boulevard, being all of Lot 1 as shown on a Plot of "Shawnee Acres Addition", as recorded in the Office of the Recorder of Deeds in Plot Book 38, Page 294, and being more particularly described in accordance with a survey by Richard Vetter, P.E., dated June 21, 2025, as follows, to wit:

BEGINNING at a found iron pipe at the westerly end of a 25.00-foot radius junction curve joining the northeast and northwest lines of North Brandywine Road (50 feet wide); thence running from said point of beginning with the northeast line of North Brandywine Road, North 51 degrees 19 minutes 35 seconds West, 113.09 feet to a found iron pipe at a corner for this lot and Lot 2; thence turning and running with Lot 2, North 38 degrees 40 minutes 25 seconds East, 159.97 feet to a found iron pipe in the southwest line of South Rehoboth Boulevard at a corner for this lot; thence turning and running with the southwest line of South Rehoboth Boulevard, South 51 degrees 19 minutes 35 seconds East, 113.00 feet to a found concrete monument at the northerly end of a 25.00-foot radius junction curve joining the southwest line of South Rehoboth Boulevard and the northwest line of North Brandywine Road; thence turning and running with said 25.00-foot radius junction curve to the right, an arc distance of 39.27 feet to a found concrete monument in the northwest line of North Brandywine Road; thence running with the northwest line of North Brandywine Road, South 38 degrees 37 minutes 36 seconds West, 109.97 feet to a found concrete monument at the easterly end of a 25.00-foot radius junction curve joining the northeast and northwest lines of North Brandywine Road; thence turning and running with said 25.00-foot radius junction curve to the right, an arc distance of 39.27 feet to the point and place of beginning, and containing 21,814 square feet of land (by subdivision plot), be the same more or less.

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.

-
- (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:

[] 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 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 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.

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

(Supp. No. 27)

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TAX PARCEL NUMBER:

3-30-11.00-7.00

PREPARED BY:

R. BRANDON JONES, ESQ.
C/O U.S. DEEDS, P.A.
423 LITHIA PINECREST ROAD
BRANDON, FL 33511

**NO TITLE SEARCH REQUESTED OF
NOR MADE BY PREPARER**

RETURN TO:

EMILY F. FRANCHINA, ESQ.
FRANCHINA LAW GROUP, LLC
1225 FRANKLIN AVENUE, SUITE 325
GARDEN CITY, NY 11530

THIS SPECIAL WARRANTY DEED, made this 3 day of August, 2023
between:

PAMELA D. THOMPSON and THOMAS D. THOMPSON, wife and husband as tenants by the
entireties (herein referred to as "Grantor"), whose address is 7195 Main Bayview Road,
Southold, NY 11971

AND

PAMELA DAVIS THOMPSON A/K/A PAMELA D. THOMPSON, Trustee, or any successors in
trust, under the REVOCABLE TRUST OF PAMELA DAVIS THOMPSON A/K/A PAMELA D.
THOMPSON dated August 3, 2023 and any amendments thereto (herein referred
to as "Grantee"), whose address is 7195 Main Bayview Road, Southold, NY 11971.

WITNESSETH, That Grantor, for and in consideration of the sum of Ten Dollars and other good
and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys
unto Grantee, and Grantee's heirs and assigns, in fee simple, all of Grantor's right, title and interest in and
to the following described lands and the improvements thereon situated in Sussex County, Delaware:

SEE EXHIBIT A ATTACHED HERETO.

Property street address: 2 North Brandywine Road, Milford, DE 19963

Subject to taxes due and payable in the current tax year and all covenants, reservations, restrictions, and
easements of record, if any.

BEING the same lands and premises conveyed to Grantor by deed recorded on November 13, 2012, in
Deed Book 4060, Page 160, in the Office of the Recorder of Deeds in and for Sussex County, Delaware.

IN WITNESS WHEREOF, Grantor has set hand and seal the day and year above written.

GRANTOR:

Pamela D. Thompson (SEAL)
Pamela D. Thompson

STATE OF New York
COUNTY OF Suffolk

This instrument was acknowledged before me on August 3 2023, by Pamela D. Thompson.

[Affix Notary Seal]
EMILY F. FRANCHINA
Notary Public, State of New York
No. 01 FR 4855197
Qualified in Nassau County
Commission Expires March 24, 2026

Emily Franchina
SIGNATURE OF NOTARY PUBLIC
My commission expires: 03/24/2023

GRANTOR:

Thomas D. Thompson (SEAL)
Thomas D. Thompson

STATE OF New York
COUNTY OF Suffolk

This instrument was acknowledged before me on August 3, 2023, by Thomas D. Thompson.

[Affix Notary Seal]
EMILY F. FRANCHINA
Notary Public, State of New York
No. 01 FR 4855197
Qualified in Nassau County
Commission Expires March 24, 2026

Emily Franchina
SIGNATURE OF NOTARY PUBLIC
My commission expires: 03/24/2023

GRANTEE ADDRESS:

7195 Main Bayview Road
Southold, NY 11971

EXHIBIT A

ALL THAT CERTAIN LOT, Piece or parcel of land with the improvements thereon erected, situated in Cedar Creek Hundred, Sussex County, Delaware, being all of Lot #1 as shown on a plot of "SHAWNEE ACRES ADDITION", as recorded in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown in Plot Book 38, page 294; and being more particularly bounded and described in accordance with a recent survey by Century Engineering Inc. Int'l. Consulting Engineers/Surveyors dated August 7, 1990, as follows, to wit:

BEGINNING at a found pipe at the westerly end of a 25.00 foot radius junction curve joining the northeasterly line of North Brandywine Road with the northwesterly line of the entrance road to Shawnee Acres; thence running from said point of beginning with the northeasterly line of North Brandywine Road North 51 degrees, 19 minutes, 35 seconds West 113.09 feet to a found pipe at a corner for this lot and for Lot #2; thence turning and running with the line of Lot #2, North 38 degrees, 40 minutes, 25 seconds East 159.97 feet to a found pipe at a corner for this lot and in the southwesterly line of Route #14; thence turning and running with the southwesterly line of Route #14, South 51 degrees, 19 minutes, 35 seconds East, 113.00 feet to a found concrete monument at the northerly end of a 25.00 foot radius junction curve joining the southwesterly line of Route #14 with the northwesterly line of the entrance road to Shawnee Acres; thence turning and running with the northwesterly line of the entrance road to Shawnee Acres the following three (3) courses and distances: (1) on the arc of a curve to the right (R=25.00 feet) an arc distance of 39.27 feet to a found concrete monument; thence (2) South 38 degrees, 38 minutes, 35 seconds West; 110.00 feet to a found concrete monument; thence (3) on the arc of a curve to the right (R=25.00 feet) an arc distance of 39.27 feet to the point and place of beginning and containing 21,814 square feet of land, be the same more or less.

The parties herein confirm and agree by their signatures above and/or acceptance of this document that the preparer of this document has not advised the parties on the propriety or suitability of the conveyance; has been engaged solely for the purpose of preparing this instrument; has prepared the instrument only from information given to preparer by the parties and/or their representatives; has not verified the accuracy of the consideration stated to have been paid or upon which any tax may have been calculated; has not verified the legal existence or authority of any party or person executing the document; has not been requested to provide nor has preparer provided a title search, an examination of title or legal description, an opinion on title, legal review or advice of any sort, or advice on property taxes, reassessments, other taxes or the tax, legal or non-legal consequences that may arise from the conveyance; and that they agree to hold harmless, indemnify and defend the preparer from and against any and all losses, liabilities, claims, demands, actions, suits, proceedings, and costs of every nature arising therefrom. The parties herein further agree at any time, and from time to time, to cooperate, adjust, initial, execute, re-execute and re-deliver such further deeds and documents, correct any defect, error or omission and do any and all such further things as may be necessary to implement and carry out the intent of the parties in making this conveyance. Preparer shall not be liable for any consequences arising from modifications to this document not made or approved by preparer.