

# City of Milford



## *Agenda*

### *City Council Committee Meeting*

**ANNEXATION COMMITTEE**

**JULY 19, 2010**

Joseph Ronnie Rogers Council Chambers-Milford City Hall  
201 South Walnut Street, Milford, Delaware

#### **7:00 p.m. -- Meeting**

Call to Order - Chairperson Katrina Wilson

Annexation/Lands of Walter N. Thomas II:

Tax Parcel 5-00-173.00-01-62.00-00001

64.362 Acres Parcel of land, Land of Walter N. Thomas, II  
State Route 14, North of Delaware County Road 447, Kent County, Delaware.

Tax Parcel 5-00-173.00-01-62.02-00001

7.556 Acre Parcel of Land, Land of Walter N. Thomas, II  
State Route 14, North of Delaware County Road 447, Kent County, Delaware:

Current Zone AC/Proposed Zone R-3

Adjourn

**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.**

07/12/10

Mr. Gary J. Norris, AICP  
City Planner  
City of Milford  
201 South Walnut Street  
Milford, DE 19963

Date: May 4, 2010

Subject: Property Annexation

Dear Mr. Norris:

It is our understanding that in order to annex a property into the City of Milford; a formal letter must be submitted to you requesting this action to take place. With this stated, and by virtue of this letter, we hereby formally request that the property be annexed into the City of Milford.

More specifically described, the property, located at 1335 Milford-Harrington Highway, consists of tax parcels 62.00 and 62.02, block no. 1, as shown on tax map 173.00 in the Milford Hundred of Kent County, Delaware. Currently the property is zoned AC in Kent County and is comprised of 71.92 acres of land. The property is contiguous to the City of Milford municipal boundary both to the north and south. Please refer to the enclosed City Annexation Exhibit for additional information including bearings and distances of the subject parcels and a location map. As indicated to you/Gary Norris via e-mails from Mr. Phillip Tolliver, P.E.; we are requesting an R-3 zoning designation in the City of Milford. As you know, the approved City of Milford comprehensive plan does include the subject property as an immediate annexation area.

As time is of the essence, we would respectfully ask that you expedite this process.

Should you have any questions or comments regarding this issue, please feel free to contact Mr. Phillip Tolliver, P.E. with Morris and Ritchie Associates, Inc. at 302-326-2200.



Witness

Very Truly Yours,



Mr. Walter N. Thomas II  
Land Owner

c.c. Mr. Eric Dunn  
Mr. Phillip L. Tolliver, P.E.

Proj #: 10-145  
Rec'd 05.13.10 Clouch

6  
\$ 96.

Accepted for Filing in:  
Kent County  
Doc# 169421  
On: May 12, 2010 at 01:02P

Tax Parcel Number MD-00-173.00-01-62.00-000  
Doc# 169421  
On: May 12, 2010

Prepared by/Return to:  
Prickett, Jones & Elliott, P.A.  
11 North State Street  
Dover, Delaware 19901

**NO TITLE SEARCH PERFORMED OR REQUESTED**

**DEED**

*THIS DEED*, Made this Eleventh day of May, in the year of our LORD two thousand ten (2010).

**BETWEEN, WALTER N. THOMAS, II**, of 1335 Milford-Harrington Highway, Milford, Kent County, Delaware 19963, Party of the First Part,

**A N D**

**WALTER N. THOMAS, II**, of 1335 Milford-Harrington Highway, Milford, Kent County, Delaware 19963, Party of the Second Part.

*WITNESSETH*, that the said Party of the First Part, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other valuable consideration, lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said Party of the Second Part, his heirs and assigns:

**ALL** that certain farm, tract, piece, or parcel of land, with the improvements thereon erected, situated in Milford Hundred, Kent County and State of Delaware, on the south side of the public road leading from Milford to Harrington, and being more particularly described in accordance with a recent Boundary Plat Land of Walter N. Thomas, II, prepared by Morris & Ritchie Associates, Inc. dated May 3, 2010, as follows, to-wit:

**BEGINNING** for the same at a rebar and cap set at the intersection of the division line between the land conveyed by and described in a deed from Myra H. McIlvaine to Howard F. Morton and Phyllis Ann Morton dated July 31, 1959 and recorded in the Office of the Recorder of Deeds in and for Kent County, Delaware in Deed Book C, Volume 22, Page 447 and the land conveyed by and described in a deed from Walter N. Thomas to Walter N. Thomas and Walter N. Thomas, II, dated November 4, 2005 and recorded in the aforesaid Office of the Recorder of Deeds in Deed Book 2521, Page 141 with the southern right of way of Delaware Route 14, eighty foot wide, thence binding on southern right of way of Delaware Route 14, as now surveyed, with

bearings referred to the Delaware Coordinate System (NAD'83/86),

1. South 62° 50' 42" East 833.11 feet to a rebar and cap set at the end of the fourth or North 40° 23' 12" East 216.01 foot line of a deed from Grace M. Thomas to Jon A. Thomas, dated August 23, 1991 and recorded in the aforesaid Office of the Recorder of Deeds in Deed Book H, Volume 50, Page 325, thence leaving the aforesaid southern right of way of Delaware Route 14 and binding reversely on the fourth, third and part of the second lines of said deed, the following three courses, viz:
2. South 34° 44' 24" West 216.04 feet to a rebar and cap set,
3. South 50° 16' 32" East 115.08 feet to a pin and cap (Adams Kemp) heretofore set, and
4. North 33° 15' 46" East 176.56 feet to a one inch pipe heretofore set at the end of the second or North 53° 30' 00" West 209.79 foot line of a deed from Jardevtan Corporation to Patricia M. Marney, dated August 29, 2005 and recorded in the aforesaid Office of the Recorder of Deeds in Deed Book 2375, Page 094, thence binding reversely on the second and first lines of the last mentioned deed, the following two courses, viz:
5. South 59° 28' 22" East 210.00 feet to a rebar heretofore set, and,
6. North 38° 06' 38" East 68.69 feet to a rebar and cap set on the aforesaid southern right of way of Delaware Route 14, thence binding on the southern right of way of Delaware Route 14,
7. By a non-tangent curve to the right with a radius of 3397.87 feet and an arc length of 335.20 feet, said curve being subtended by a chord bearing South 55° 57' 09" East 335.07 feet to a rebar and cap set at the end of the fourth or North 60° 57' 00" East 185.32 foot line of a deed from Polly Hudson to Polly O'Day and Thomas O'Day, dated February 17, 2006 and recorded in the aforesaid Office of the Recorder of Deeds in Deed Book 2770, Page 302, thence binding reversely on said fourth line,
8. South 34° 04' 53" West 189.69 feet, thence binding in or near the center of a ditch, the following seventeen courses, viz:
9. South 32° 56' 39" West 9.00 feet,

10. South 36° 27' 16" West 51.77 feet,
11. South 38° 29' 07" West 65.98 feet,
12. South 36° 37' 41" West 48.90 feet,
13. South 34° 05' 59" West 61.05 feet,
14. South 27° 13' 27" West 37.39 feet,
15. South 21° 42' 17" East 77.94 feet,
16. South 30° 53' 41" West 71.70 feet,
17. South 47° 36' 00" West 43.38 feet,
18. South 49° 53' 24" West 69.97 feet,
19. South 47° 55' 06" West 69.19 feet,
20. South 74° 09' 47" West 37.17 feet,
21. South 47° 00' 07" West 94.01 feet,
22. South 33° 44' 05" West 66.74 feet,
23. South 30° 33' 37" West 62.79 feet,
24. South 31° 20' 18" West 58.11 feet,
25. South 47° 48' 37" West 161.09 feet to the end of the fourth or South 34° 26' 35" East 95.21 foot line of a deed from Walter N. Thomas to Jeffrey A. Thomas and Nancy J. Thomas, dated March 17, 2003 and recorded in the aforesaid Office of the Recorder of Deeds in Deed Book 532, Page 030, thence binding reversely on the fourth, third, and in part on the third lines of the last mentioned deed, the following three courses, viz:
  26. North 38° 12' 32" West 95.21 feet,

27. North 30° 51' 16" West 72.69 feet, and
28. South 14° 11' 36" West 774.23 feet to the center of County Road 447, thence binding in the center of County Road 447,
29. South 84° 32' 03" West 1295.05 feet to a boundary line agreement between the said land of Walter N. Thomas and Walter N. Thomas, II and the land conveyed and described in a deed from Wayne L. Hill to Wayne L. Hill, Trustee under the Revocable Trust Agreement of Wayne L. Hill dated 12/18/95, dated December 18, 1995 and recorded in the aforesaid Office of the Recorder of Deeds in Deed Book 153, Page 274. thence binding on the boundary agreement line,
30. North 14° 56' 54" East 2255.01 feet to a ¼ inch pipe heretofore set at a common corner for the said land of Walter N. Thomas and Walter N. Thomas, II and the land conveyed by and described in a deed from David E. Baker and Shirley A. Baker to Robert E. Southard, III and Jeanette Ann Southard, dated May 5, 1976 and recorded in the aforesaid Office of the Recorder of Deeds in Deed Book R. Volume 30, Page 143, thence binding in part on the land of Robert E. Southard, III and Jeanette Ann Southard and binding in part on the land described and conveyed in a deed from Willard E. Zook and Virginia Zook to Donald L. Brittingham and Margaret E. Brittingham, dated June 21, 1984 and recorded in the aforesaid Office of the Recorder of Deeds in Deed Book L, Volume 39, Page 264 and binding in part on the aforesaid land of Howard F. Morton and Phyllis Ann Morton,
31. South 62° 52' 18" East 256.08 feet, thence binding reversely on the second or South 35° 30' West 430 foot line of the aforesaid Howard F. Morton and Phyllis Ann Morton deed,
32. North 27° 07' 42" East 422.47 feet, to the place of beginning.

CONTAINING 71.918 acres of land, more or less.

**EXCEPTING THEREOUT AND THEREFROM the following described lands and premises:**

**ALL** that certain lot, piece or parcel of land with the improvements thereon erected, situate, lying, and being in Milford Hundred, Kent County, State of Delaware; being all of Lot #1 as shown on a Minor Subdivision Survey Plan of Walter N. Thomas, II prepared by Adams-Kemp Associates, Inc., Professional Land Surveyors, dated September 24, 2009, revised on

October 14, 2009 and October 27, 2009, and recorded on November 25, 2009 in the Office of the Recorder of Deeds, in and for Kent County, Dover, Delaware, in Plot Book 107, Page 90, and being more particularly described as follows, to-wit:

**BEGINNING** for the same at rebar and cap heretofore set on the southern right of way of Delaware Route 14, eighty foot wide, said rebar and cap being the northeast corner of Lot 1 as shown on a plat entitled "Minor Subdivision Plan, prepared for, Walter N. Thomas, II, dated October 27, 2009 and recorded in the aforesaid Office of the Recorder of Deeds in Plot Book 107, Page 90, thence binding on the outline of Lot 1, as now surveyed, with bearings referred to the Delaware Coordinate System (NAD'83/86),

1. South 34° 44' 24" West 216.04 feet to a rebar heretofore set,
2. South 50° 16' 32" East 115.08 feet to a pin and cap (Adams-Kemp) heretofore set,
3. South 35° 10' 24" West 511.09 feet to a pin and cap (Adams-Kemp) heretofore set,
4. North 46° 57' 53" West 277.57 feet to a pin and cap (Adams-Kemp) heretofore set,
5. North 12° 05' 37" West 358.28 feet to a pin and cap (Adams-Kemp) heretofore set,
6. North 19° 39' 12" East 192.30 feet to a pin and cap (Adams-Kemp) heretofore set,
7. North 27° 21' 26" East 201.23 feet to intersect the aforesaid southern right of way of Delaware Route 14, thence binding on the southern right of way of Delaware Route 14,
8. South 62° 50' 42" East 505.54 feet to the place of beginning.

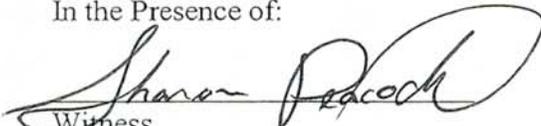
CONTAINING 7.556 acres of land, more or less.

The above premises are conveyed subject to covenants, conditions and restrictions of record, if any; such state of facts as an accurate survey and inspection of the premises will disclose, the operation and effect of any zoning laws, building restrictions imposed by public authority, and easements and public utility grants of record.

AND BEING part of the same lands and premises which were conveyed unto Walter N. Thomas and Walter N. Thomas, II, as joint tenants with the right of survivorship and not as tenants in common, by Deed of Walter N. Thomas, dated November 4, 2005 and recorded in the Office of the Recorder of Deeds in and for Kent County, Dover, Delaware in Record BK-RE Vol. 2521, Page 141, Instrument Number 2005-34864. The said Walter N. Thomas departed this life on May 31, 2006 whereupon the said Walter N. Thomas, II became seized of the fee title in and to said lands and premises as surviving tenant by the entirety.

**IN WITNESS WHEREOF**, the said Party of the First Part has hereunto set his hand and seal the day and year aforesaid.

Signed, Sealed & Delivered  
In the Presence of:

  
Witness

  
Walter N. Thomas, II

STATE OF DELAWARE

SS:

COUNTY OF KENT

BE IT REMEMBERED, that on this 11<sup>th</sup> day of May, A.D. 2010,, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Walter N. Thomas, II, party to this Indenture, known to me personally to be such, and he has acknowledged this Indenture to be his act and deed.

GIVEN under my hand and seal of office, the day and year aforesaid.

  
NOTARY PUBLIC

Name of Notary Public: Sharon L Peacock  
Commission expires : 10-22-11





# KENT COUNTY, DELAWARE

555 Bay Road, Dover, Delaware 19901-3615  
(302) 744-2300 -- FAX (302) 736-2279

"Serving Kent County With Pride"

Loc ID#  
56160

## PROPERTY INFORMATION

Planning and Building Permits Information

**Reference #** MD MILFORD HUNDRED **Card #** 1 of 1  
**Location ID** 26506 **Map Number** 5-00-17300-01-6200-00001  
**Tax ID** 26506 **Deed BVP** D 5402 0057 IS 0024 0260 D 2521 0141  
**Parcel ID** 33105 **Property Code** P - PROPERTY

**Current Owner** **Property Location**  
 THOMAS, WALTER N. II 1335 MILFORD HARRINGTON HWY  
 1335 MILFORD-HARRINGTON HWY MILFORD , DE 19963  
 MILFORD, DE 19963 **Zoning** AC **Acres** 67.30

**Additional Owner**

**Sub-Division**

<b>Sales History</b>			<b>Liv.Sq.Ft</b>	720.0000
<b>Date</b>	<b>Price</b>	<b>Assessment</b>	<b>Total Rooms</b>	
5/12/10	10	Land 56,200	Bedrooms	
0/00/00	0	Buildings 2,500	Full Bath	
		<b>Total</b> 58,700	Half Bath	

<b>Tax Balance</b>	.00	<b>Last Billing Detail</b>	<b>History</b>	<b>Farm Info</b>
<b>Sewer Balance</b>	.00	<b>Sewer Account #</b>	- 00	
<b>Neighborhood #</b>	00500	<b>Coordinates</b>	0486261 E 0337517 N	
<b>Land Use</b>		<b>Lot Dimensions</b>		
<b>Living Units</b>		<b>School District</b>	40	MILFORD
<b>Class</b>	Residen	<b>Fire District</b>	52	HOUSTON
<b>Plat Book Pg</b>	00000	<b>Sewer District</b>	00	NONE
<b>Topography</b>	Level	<b>Ambulance District</b>	42	CARLISLE (MILFORD)
<b>Street or Road</b>	Paved	<b>Trash District</b>		
<b>Fronting</b>	Residen	<b>Light District</b>		
<b>Improvement</b>	TRAILER	<b>Tax Ditches</b>	NONE	

Accepted for Filing in:  
Kent County  
Doc# 169422  
Date: May 12, 2010 at 01:02P

Tax Parcel Number MD-00-173.00-01-62.02-000

Prepared by/Return to:  
Prickett, Jones & Elliott, P.A.  
11 North State Street  
Dover, Delaware 19901

**NO TITLE SEARCH PERFORMED OR REQUESTED**

**DEED**

*THIS DEED*, Made this Eleventh day of May, in the year of our LORD two thousand ten (2010).

**BETWEEN, WALTER N. THOMAS, II**, of 1335 Milford-Harrington Highway, Milford, Kent County, Delaware 19963, Party of the First Part,

**AND**

**WALTER N. THOMAS, II**, of 1335 Milford-Harrington Highway, Milford, Kent County, Delaware 19963, Party of the Second Part.

*WITNESSETH*, that the said Party of the First Part, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other valuable consideration, lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said Party of the Second Part, his heirs and assigns:

**ALL** that certain lot, piece or parcel of land with the improvements thereon erected, situate, lying, and being in Milford Hundred, Kent County, State of Delaware; being all of Lot #1 as shown on a Minor Subdivision Survey Plan of Walter N. Thomas, II prepared by Adams-Kemp Associates, Inc., Professional Land Surveyors, dated September 24, 2009, revised on October 14, 2009 and October 27, 2009, and recorded on November 25, 2009 in the Office of the Recorder of Deeds, in and for Kent County, Dover, Delaware, in Plot Book 107, Page 90, and being more particularly described as follows, to-wit:

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CONTAINING 7.556 acres of land, more or less.

The above premises are conveyed subject to covenants, conditions and restrictions of record, if any; such state of facts as an accurate survey and inspection of the premises will disclose, the operation and effect of any zoning laws, building restrictions imposed by public authority, and easements and public utility grants of record.

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IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his hand and seal the day and year aforesaid.

Signed, Sealed & Delivered  
In the Presence of:

Sharon L Peacock  
Witness

Walter N. Thomas II (SEAL)  
Walter N. Thomas, II

STATE OF DELAWARE

SS:

COUNTY OF KENT

BE IT REMEMBERED, that on this 11<sup>th</sup> day of May, A.D. 2010,, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Walter N. Thomas, II, party to this Indenture, known to me personally to be such, and he has acknowledged this Indenture to be his act and deed.

GIVEN under my hand and seal of office, the day and year aforesaid.

Sharon L Peacock  
NOTARY PUBLIC

Name of Notary Public: Sharon L Peacock  
Commission expires : 10-22-11





# KENT COUNTY, DELAWARE

555 Bay Road, Dover, Delaware 19901-3615  
 (302) 744-2300 -- FAX (302) 736-2279

LOC # 113420

"Serving Kent County With Pride"

## PROPERTY INFORMATION

Planning and Building Permits Information

Reference # MD MILFORD HUNDRED Card # 1 of 1  
 Location ID 104058 Map Number 5-00-17300-01-6202-00001  
 Tax ID Deed BVP D 5402 0064 IS 0024 0260 D 2521 0141  
 Parcel ID 103194 Property Code P - PROPERTY

**Current Owner**

THOMAS, WALTER N. II  
 1335 MILFORD-HARRINGTON HWY  
 MILFORD, DE 19963

**Property Location**

MILFORD HARRINGTON HWY  
 MILFORD , DE 19963

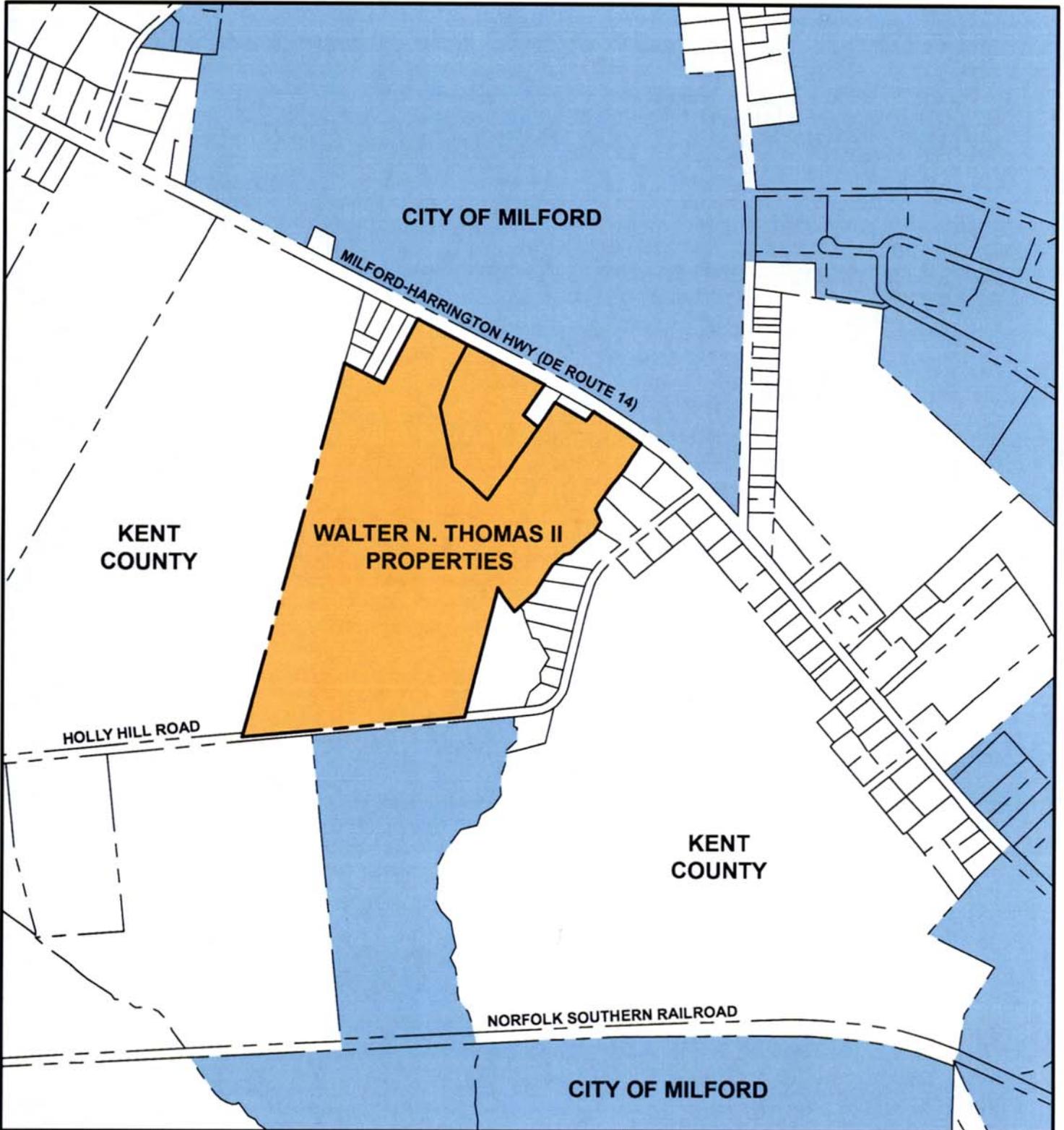
Zoning AC

Acres 7.60

**Additional Owner**

**Sub-Division**

Sales History		Liv.Sq.Ft		1,292.0000	
Date	Price	Assessment		Total Rooms	6
5/12/10	10	Land	13,900	Bedrooms	3
11/15/05	0	Buildings	18,000	Full Bath	1
		Total	31,900	Half Bath	
Tax Balance	.00	Last Billing Detail	History	Farm Info	
Sewer Balance	.00	Sewer Account #	- 00		
Neighborhood #	00500	Coordinates	0486712 E 0338280 N		
Land Use	1	Lot Dimensions			
Living Units	NO	School District	40	MILFORD	
Class	Residen	Fire District	52	HOUSTON	
Plat Book Pg	0107 0090	Sewer District	00	NONE	
Topography	Level	Ambulance District	42	CARLISLE (MILFORD)	
Street or Road	Paved	Trash District			
Fronting	Residen	Light District			
Improvement	IMPROVED	Tax Ditches	NONE		



**MORRIS & RITCHIE ASSOCIATES, INC.**  
 ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS  
 18 BOULDEN CIRCLE, SUITE 36  
 WILMINGTON, DE 19720  
 (302) 326-2200  
 FAX: (302) 326-2399

MRA.GTA.COM

© 2010 MORRIS & RITCHIE ASSOCIATES, INC.

**PROPERTY LOCATION MAP**

**WALTER N. THOMAS II**

KENT COUNTY, DELAWARE

SCALE: 1"=800'

DATE: 5/4/2010

DRAWN BY: MKB

DESIGN BY: MKB

REVIEW BY: PLT

JOB NO. : 16302.01

# Milford Comprehensive Plan

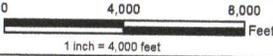
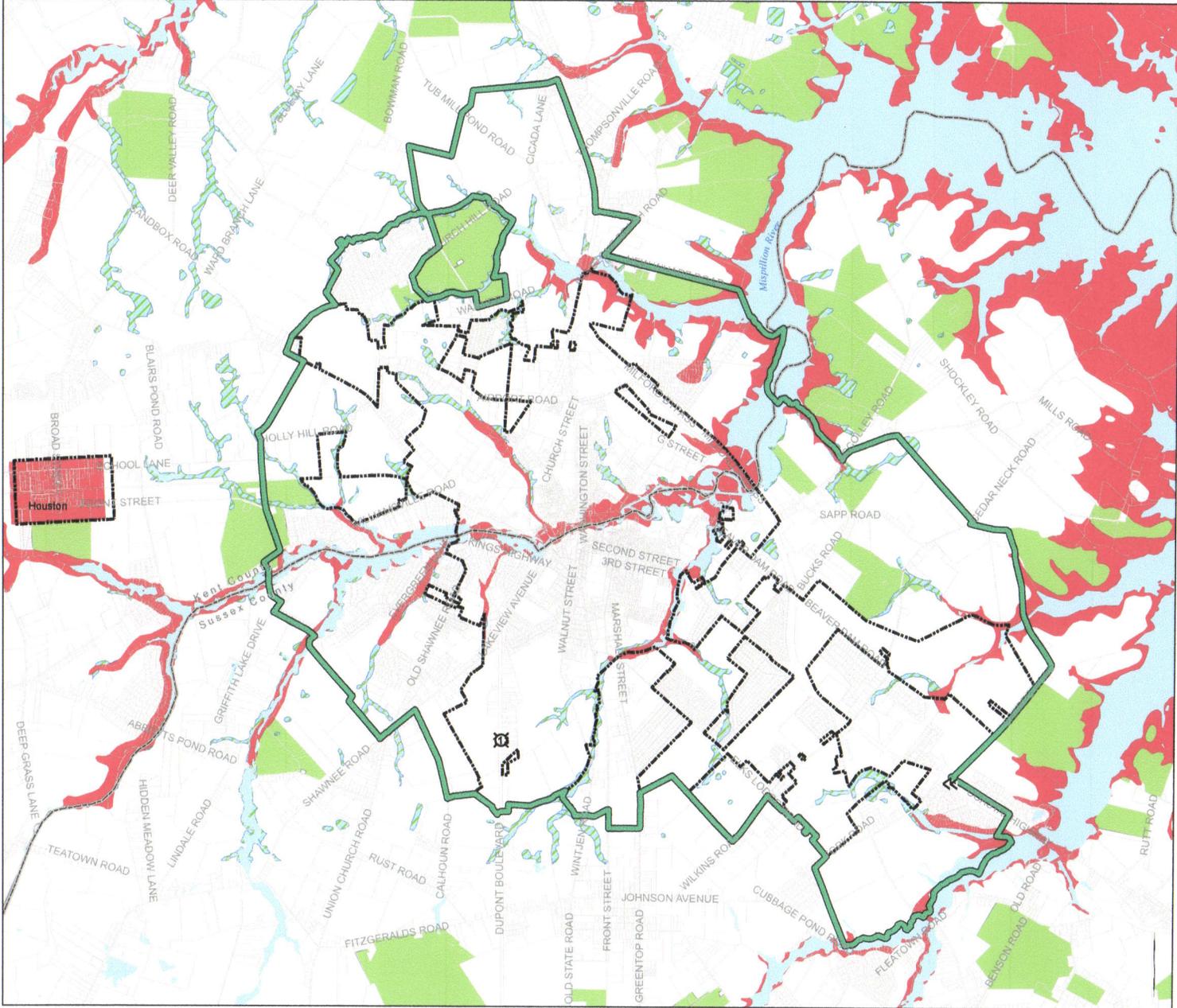
## Figure 3 Natural Features

### Legend

-  Parcel
-  City Boundary
-  County Boundary
-  Urban Growth Boundary
-  Water

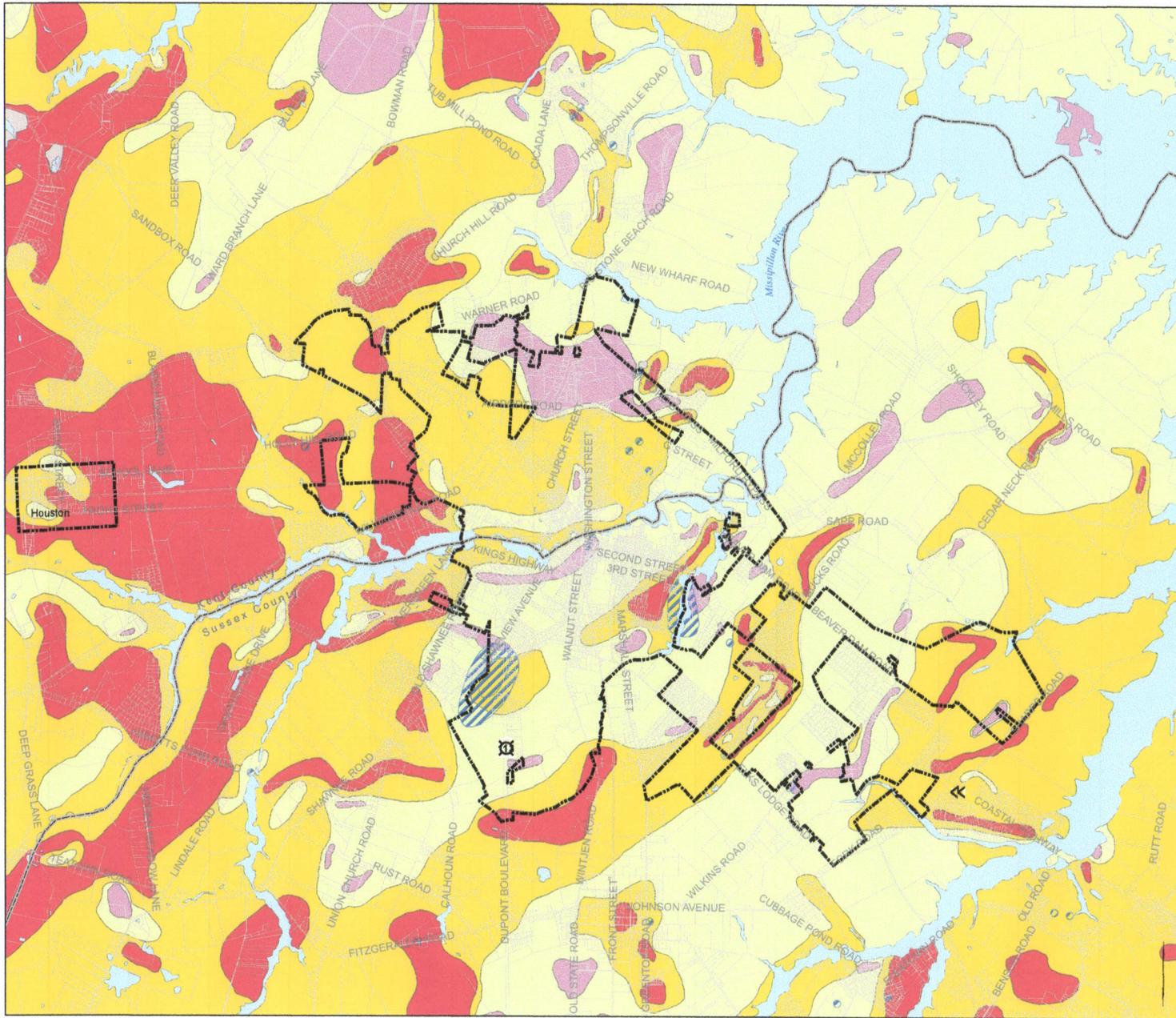
### Natural Features

-  100 Year Floodplain
-  Wetland
-  Agriculture District/Easement



Data Sources:  
 Roads - DelDOT  
 State, County, Municipal Boundaries - State of Delaware  
 Floodplain - FEMA  
 Wetlands - National Wetlands Inventory  
 Agricultural Easement and Districts - State of Delaware

File Name: R:\DE\_Milford\20611641\GIS\_job\Mapping\MapC\_Natural\_Features.mxd  
 November 3, 2006



# Milford Comprehensive Plan

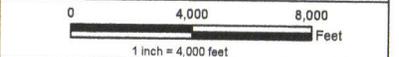
## Figure 3A Natural Features

**Legend**

- Parcel
- City Boundary
- County Boundary
- Water
- Well Head Protection Area

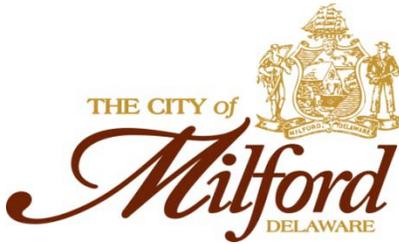
**Recharge Areas**

- Excellent
- Good
- Fair
- Poor
- Water/Marsh/Swamp Area
- Borrow Pit/Fill Area



**Data Sources:**  
 Roads - DelDOT  
 State, County, Municipal Boundaries - State of Delaware  
 Well Head Protection Areas, Recharge Areas - DNREC

File Name: R:\DE\_Milford\2061164\GIS\_Job\Maping\MapC\_a\_Natural\_Features.mxd  
 July 7, 2008



TO: Mayor Ronnie Rogers & City of Milford Council Members

FR: Annexation Committee

DA:

RE: Annexation Committee Report

A public meeting was held in Council Chambers on July 19, 2010 to consider the annexation request for lands described as:

Property Owner:	Phillip Tolliver of Morris and Ritchie Associates on behalf of Walter N. Thomas II
Location:	The south side of Milford Harrington Highway near the intersection of Canterbury Road/Holly Hill Road and Milford Harrington Highway.
Size:	72 +/- Acres
Existing Zoning:	AC: Agricultural Conservation
Proposed Zoning:	R-3, with a maximum residential density of 10 units per acre
Tax Map and Parcel Number:	MD-00-173.00-01-62.00, MD-00-173.00-01-62.02

**APPLICANT**

An application by Phillip Tolliver of Morris and Ritchie Associates on behalf of Walter N. Thomas II for the annexation of 71.92 acres into the corporate limits of the City of Milford.

**LOCATION**

The property is identified as Kent County tax parcels MD-00-173.00-01-62.00 and MD-00-173.00-01-62.02 and would be located in the Fourth Ward of the City of Milford.

**STREETS**

The property fronts the Milford-Harrington Highway which is maintained by the State of Delaware. Access approval will be required from DelDot. There is one single family detached dwelling located on the property.

**DRAINAGE**

Storm water management on the parcel will be controlled by the Kent County Soil Conservation District at the developer's expense.

**ZONING**

The area proposed to be annexed is currently zoned AC in Kent County under the Kent County Zoning Ordinance. The application requests the property to be zoned R-3 Moderate Density Residential under the City of Milford's Zoning Ordinance. Proposed development is a residential community with 768 residential units.

## **SEWER**

The area proposed to be annexed would be connected to the City of Milford's sewer system and then be treated at the Kent County Regional Sewer Authority. All costs for utility extensions to this property shall be completed at the expense of the developer and upon completion, the utility lines transferred to the City for incorporation into the City's wastewater system. Wastewater capacity cannot be guaranteed until a final site plan has been approved by City Council, building permits issued, and the scheduled impact fees are remitted to the City.

## **WATER**

The area proposed to be annexed would be connected to the City of Milford's water system. All costs for utility extensions to this property shall be completed at the expense of the developer and upon completion, the utility lines transferred to the City for incorporation into the City's water system. Water capacity cannot be guaranteed until a final site plan/subdivision has been approved by City Council, building permits issued, and the scheduled impact fees are remitted to the City.

## **ELECTRIC**

The Electric Department has 3 phase electric currently running down RT 14. It would make it easier to get to the development beside the BAC plant on Holly Hill Rd if we could get an easement.

## **TRAFFIC**

The Department of Transportation may require a traffic impact study and entrance permits for project. The developer will pay the related costs.

## **ENVIRONMENTAL ISSUES**

The U.S. Army Corp of Engineers will control provisions under Section 404 of wetlands on the parcel. The applicant has not determined if wetlands are on the property at this time, however according to maps in the 2008 Comprehensive Plan there are wetlands shown on this site. This parcel is located in an excellent and good recharge area. The southern third of property is located in an excellent recharge area and the northern part of the parcel is in a good recharge area. The developer will have to comply with the Excellent Recharge Area Ordinance of the City of Milford and conform to the provisions of this ordinance. According to Map 3A Natural Features, of the 2008 City of Milford Comprehensive Plan, this property is not located in a Well Head Protection Area.

## **AREA LAND USES**

The area proposed to be annexed is located on the south side of the Milford-Harrington Highway or Route 14. Lands to the north are located in the City of Milford, undeveloped, and zoned R-3 with a PUD designation. Lands to the west and east are out of the City's limits with scattered single family home sites on parcels of land and are zoned AC under the Kent County Zoning Ordinance.

## **FIRE AND POLICE**

The Carlisle Fire Company, Inc currently provides and would continue to provide fire protection. Police protection is primarily provided by the Delaware State Police with assistance from the Milford Police Department. Upon annexation, primary police service would be provided by the City of Milford Police Department. The Carlisle Fire Company would provide ambulance service. The State Fire Marshall's Office would regulate construction issues relating to fire protection

## **COMPREHENSIVE LAND USE PLAN**

The City of Milford's Comprehensive Plan identifies this section as the Neighborhood- North. The property is recommended in the Comprehensive Plan as Moderate Density Residential or R-3.

## **PROPERTY TAXES AND OTHER ECONOMIC CONSIDERATIONS**

According to John Darsney, Land Management Data Manager for the City of Milford, there are no farmland assessments or preservation districts on the parcels under consideration. The site as surveyed, 72 acres at the requested R-3 zoning district, with no subdivision approval, would have an assessment estimate of \$600,000, with an

annual tax liability of \$2,760. It is anticipated that the property taxes, after development, will increase on this property and the City would benefit from the revenues received from building permits and real estate transfer taxes. Construction costs as well as user service fees cannot be determined at this time, as the applicant has not proposed a project to assess.

**ADVANTAGES TO THE CITY**

1. The property would be within the planning area of the City of Milford.
2. The City would receive revenues (property tax, real estate transfer tax, building permits, etc.) for activity on the property.
3. Potential for additional water, sewer, and electric customers.
4. Identified within the Urban Growth Boundary Area of the 2008 Comprehensive Plan.
5. Increases the amount of development opportunities within the City limits, which have the potential to spur other economic benefits to the City.

**DISADVANTAGES TO THE CITY**

1. Concerned about the increase in population and the demand for additional services with possible increase in the cost of services for this annexation.
2. Cost associated with the maintenance of expanded infrastructure.
3. Unknown impact on the neighboring properties and infrastructure.

**RECOMMENDATION**

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

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

The property should be annexed with the following zoning classification:

_____	_____
Council Representative/Committee Chairman	Date
_____	_____
Council Representative	Date
_____	_____
Council Representative	Date
_____	_____
Planning Commission Chairman	Date



Tax Parcel No. MD-00-173.00-01-62.00  
MD-00-173.00-01-62.02

Prepared by: Planning & Zoning  
City of Milford  
201 S Walnut St  
Milford, DE 19963

Return to: The Honorable Ronnie Rogers, Mayor  
City of Milford  
201 S Walnut St  
Milford, DE 19963

WALTER N. THOMAS, II PROPERTY ANNEXATION AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Walter N. Thomas II (hereinafter “Mr. Thomas”) whose principal location is located at 1335 Milford-Harrington Hwy, Milford Delaware, 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, Mr. Thomas is the record title owner of a parcel of land consisting of 71.92 acres, more or less, lying contiguous to its northern and southern boundary of the City of Milford, said tract identified on the Kent County, Delaware tax maps as Tax Parcel No. MD-00-173.00-01-62.00 and MD-00-173.00-01-62.02, said tract hereinafter referred to as “Thomas Property”.

Mr. Thomas is desirous of having the Thomas Property annexed into the City of Milford and requested the land use to be residential in nature.

- B. WHEREAS the City, through its City Council (in consultation with the City Solicitor, City Planner and City Engineer), 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. It is highly likely that the Thomas Property will be developed in some manner in the foreseeable future. Because the tract is substantially contiguous to the existing City of Milford, its development will likely have a significant impact upon the existing City of Milford. By annexing the tract into the City, the City can impose its zoning and subdivision regulation, as well as its general police powers and ordinances, to regulate development of the tract.
2. If annexed into the City, the Thomas Property would be a positive addition to the City’s existing tax base. There are no farmland assessments or preservation districts on the Thomas Property. The estimated annual tax liability is \$2760.00.
3. Because of its contiguity and proximity to the existing City of Milford, the Thomas Property will likely impose demands upon the City’s police, water, wastewater, and electric functions as well as Carlisle Fire Company. By annexing the project into the City, the City can, through property taxes, building permit fees, and other assessments, recover and fund a substantial portion of the cost associated with providing such public function services to the tract.

4. The annexation of the Thomas Property makes good planning sense because it will allow a coordinated approach to integrating the Thomas Property into the City's existing infrastructure.
  5. The annexation of the Thomas Property is consistent with the City's Certified Comprehensive Plan and is depicted as an area for future annexation.
- C. Recognizing that Mr. Thomas's request for annexation is unilateral (in that the City cannot annex the Thomas Property unless Mr. Thomas 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 Mr. Thomas with binding assurances to proceed with annexation.
- D. Under Article I (Incorporation), item 1.04 (Annexation), the City Charter of the City of Milford (71 Del. Laws, Chapter 432 enacted July 13, 1998, and 75 Del. Laws, Chapter 7 enacted February 9, 2005) specifically 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 Mr. Thomas's request to be annexed into the City of Milford, in consideration of \$9692.00 paid to the City by Mr. Thomas, 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 Thomas 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 71.92 acres, more or less, said tract identified on the Kent County, Delaware tax maps as Tax Parcel No. MD-00-173.00-01-62.00 and MD-00-173.00-01-62.02.

The hereinabove described parcel of land is more fully depicted on that certain Survey / "Preliminary Subdivision Plan, dated November 4, 2005, prepared by Gary Powers, registered surveyor" 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, Mr. Thomas agrees that the Thomas 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. Mr. Thomas agrees that the Thomas Property will not exceed 768 EDU's. The parties agree that Mr. Thomas, at his sole expense, shall connect to public utilities, if not already in place on the property, and at his sole expense shall be responsible for the upgrade to any and all pump stations to accommodate the increase in EDU's from their existing capacity.

4. Electric Distribution System. Mr. Thomas agrees that the Thomas Property will utilize the City electric system.
5. Natural Features. The Thomas Property, according to Map 3A Natural Features, of the 2008 City of Milford Comprehensive Plan, is not located in a Well Head Protection Area. A majority of the property is located in a Good Recharge Area, less than 50% is located in an Excellent Recharge Area, and less than 25% is located in a Fair Recharge Area.
6. Zoning. The Thomas Property shall be annexed as City district R-3 Garden Apartment Townhouse District and shall be developed in accordance with said district. Nothing in this agreement shall removed 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; Mr. Thomas 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) Mr. Thomas may with the City's prior written consent, which shall not be unreasonably withheld, sell, lease, or convey all or any portion of Thomas 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. Term of Annexation Agreement. This annexation agreement shall become null, void, and unenforceable after the expiration of seven (7) years from the date of the City Council's final annexation resolution; provided however that Mr. Thomas may at any time, in writing, release the City from any of the provisions of this Agreement.
  8. 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 special election 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. Amendments. This Agreement shall not be amended except in writing executed by all parties hereto.
14. Binding Effect. This Agreement shall be binding upon the parties hereto, their administrators, successors, successors in interest and assigns.
15. 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.
16. 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.
17. 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.
18. 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.

19. Recording. This agreement, dully executed by the City and Mr. Thomas, 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 the City.

Walter N. Thomas II

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

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

State of Delaware  
County of Kent

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Signature of Notary Public, State of Delaware

\_\_\_\_\_  
Stamp of Notary Public

CITY OF MILFORD

Attest: \_\_\_\_\_  
Secretary Date

By: \_\_\_\_\_ (Seal)  
Mayor

State of Delaware  
County of Kent

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Signature of Notary Public, State of Delaware

\_\_\_\_\_  
Stamp of Notary Public