

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL OF  
THE STATE OF DELAWARE

BROWNFIELDS DEVELOPMENT AGREEMENT

This Brownfields Development Agreement (“Agreement” or “BDA”) regarding the Clifford Brown Walk Site (DE-1690) (“Site”) is made and entered into pursuant to the Delaware Hazardous Substance Cleanup Act (“HSCA”), 7 Del. C. Chapter 91, by and between the Department of Natural Resources and Environmental Control (“DNREC”) and African American Heritage Center of Delaware, Inc. (“Brownfields Developer”), 900 N. Pine Street, Suite 1, Wilmington, DE 19801 with a mailing address at P.O. Box 26075, Wilmington, DE 19899. Brownfields Developer is a community based educational nonprofit, organized under the laws of Delaware. DNREC and Brownfields Developer may collectively be referred to as “the Parties” in this Agreement. The five properties, all located in Wilmington, DE, that are the subject of this Agreement include:

- 1039 Clifford Brown Walk, tax parcel no. 26-036.10-088, 0.02 acre in size;
- 1043 Clifford Brown Walk, tax parcel no. 26-036.10-089, 0.05 acre in size;
- 314 East Eleventh Street, tax parcel no. 26-036.10-048, 0.03 acre in size;
- 316 East Eleventh Street, tax parcel no. 26-036.10-047, 0.03 acre in size; and
- 318 East Eleventh Street, tax parcel no. 26-036.10-046, 0.03 acre in size.

INTRODUCTION

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this BDA is to set forth a scope and schedule of activities at a certified brownfield to assess and respond to the actual, threatened, or perceived release of hazardous substances at the Site. In addition, this Agreement is intended to settle and resolve the potential liability of Brownfields Developer for the Existing Environmental Condition at the Site which might otherwise result under HSCA if and when Brownfields Developer becomes the owner and/or operator of the Properties. By entering into this Agreement, the Parties acknowledge that Brownfields Developer will be afforded liability protection as set forth in 7 Del. C. § 9105(f) and § 9125 under the conditions specified therein. Finally, pursuant to 7 Del. C. § 9103(15)c. and § 1.2.3. of the HSCA Regulations, the Parties agree that any release subject to regulation and liability under 7 Del. C. c. 74 or c. 74A shall be considered the release of a hazardous substance and, therefore, subject to the provisions of HSCA and this Agreement.

I. BACKGROUND/FINDINGS

1. By letter from Jill Williams-Hall, Brownfields Administrator to Rhonda E. Sullivan, African American Heritage Center of Delaware, Inc. dated November 19, 2019,

attached hereto as Exhibit 1, DNREC has determined that the Properties is a certified brownfield as defined in 7 Del. C. § 9123(3).

2. The City of Wilmington is the current owner of the properties identified above.
3. Brownfields Developer is interested in conducting investigations and/or development at the properties.
4. Brownfields Developer's entry into this Agreement, and the actions undertaken by Brownfields Developer in accordance with the Agreement, do not constitute an admission of liability on the part of Brownfields Developer.

## II. DEFINITIONS

5. Unless otherwise provided herein, terms used in this Agreement that are defined in HSCA or the Regulations Governing Hazardous Substance Cleanup ("Regulations") shall have the meaning ascribed to them in HSCA or the Regulations, including any amendments thereto, as of the date of this Agreement.
6. "Brownfields Investigation" means an evaluation that includes the assessment of an actual, threatened, or perceived release of a hazardous substance at the Site to determine the nature, extent, and impact of the actual, threatened, or perceived release, and the evaluation of the feasibility of the proposed development plan to serve as all or a portion of the remedial action.
7. "Conceptual Site Model and Sampling and Analysis Plan" ("CSM/SAP") means a written description of activities, as issued, approved, modified, or amended by DNREC, to be performed at the Site, or any portion of the Site thereof (*i.e.* an operable unit) to investigate any release or imminent threat of release of any hazardous substances. There may be more than one CSM/SAP if there are multiple operable units, or if the work proceeds in a phased approach.
8. "Development Activities" means all construction and site preparation work that physically takes place on the Properties involving structures or improvements of any kind, and all land disturbing activities including, but not limited to, digging, drilling, excavating, grading, clearing, earth moving, filling, or performing any subsurface work at the Site or an operable unit thereof. Development Activities do not include environmental investigations, planning, designing, or engineering work related to the Properties or any physical activity performed off the Properties in preparation for or related to construction or site preparation work that will occur on the Properties.
9. "Existing Environmental Condition" means all known or discovered releases of hazardous substances which are found to be, or to have been, existing at or in the vicinity of the Site prior to Brownfields Developer's entry into this Agreement including, but not limited to, those substances and conditions identified or set forth in the documents attached hereto as Exhibit 2.

10. “Facility Evaluation” means an investigation to identify a release of a hazardous substance and generate data to perform an initial screening and make a decision regarding future action at a facility or Certified Brownfield.

11. “Feasibility Study” means an evaluation to identify the potential remedial alternatives that are applicable to satisfy the remedial action objectives for the Site.

12. “Final Plan of Remedial Action” (“Final Plan”) means DNREC’s written determination of the appropriate remedial action at the Site for the current or anticipated land use issued for the protection of public health, welfare and the environment in accordance with HSCA, the Regulations, and all applicable DNREC guidance, policies and procedures.

13. “Long-term Stewardship Activities” (“LTS Activities”) mean activities involving the long-term management of environmental media at the Site that are necessary to protect human health and the environment. LTS Activities generally include the establishment and maintenance of physical and legal controls, implementation entities, authorities, accountability mechanisms, information and data management systems and/or resources that are necessary to ensure that the Site remains protective of public health or welfare and the environment. LTS Activities also include all operations and maintenance and monitoring activities, as approved or modified by DNREC, that are required or authorized by the Final Plan.

14. “The Parties” means DNREC and Brownfields Developer.

15. “Proposed Plan of Remedial Action” (“Proposed Plan”) means a written plan, issued by the Department for public comment, describing the appropriate remedial action at the Site for the current or anticipated land use to protect public health, welfare or the environment.

16. "Properties" means the properties referenced previously located at 1039 and 1043 Clifford Brown Walk and 314, 316, and 318 East 11<sup>th</sup> Street, Wilmington Delaware 19801, encompassing in total approximately 0.16 acres and further identified as New Castle County tax parcel numbers 26-036.10-088, 26-036.10-089, 26-036.10-048, 26-036.10-047 and 26-036.10-046, as depicted on Exhibit 3 attached hereto.

17. "Remedial Action Work Plan" means a written description of remedial action requirements as set forth in the Final Plan of Remedial Action, as issued, approved, modified, or amended by DNREC, to be performed at the Site, or any operable unit thereof, to implement the Final Plan to address the release of hazardous substances. There may be more than one Remedial Action Work Plan if there are multiple operable units on the Site, or if the work proceeds in a phased approach.

18. “Site” means the Properties and all other areas where hazardous substances released at or from the Properties have migrated to or otherwise come to be located, and is known as the Clifford Brown Walk Site (DE-1690).

19. “Site Use Activities” means all physical use of the Properties for industrial, commercial, residential, agricultural or recreational activities.

### III. GENERAL PROVISIONS AND PROCEDURES FOR REMEDIAL WORK

20. It is the intent of the Parties that Brownfields Developer be able to conduct investigations, remedial actions and/or Development Activities in accordance with this Agreement and all applicable work plans and the Final Plan without becoming liable pursuant to HSCA for any Existing Environmental Condition at the Site. In furtherance thereof, the Parties acknowledge that all investigations, remedial actions and Development Activities on the Properties undertaken by Brownfields Developer must be performed in accordance with this Agreement, all applicable work plans and the Final Plan (including any amendments and/or modifications to said documents).

21. Prior to DNREC's issuance of a Final Plan for the Site or an operable unit thereof, Development Activities are not permitted on the Properties. Notwithstanding the foregoing, before issuance of a Final Plan, upon Brownfields Developer's written request, DNREC may permit specified Development Activities to occur pursuant to an approved Contaminated Materials Management Plan or otherwise if it determines that the proposed Development Activities will not pose a threat to public health, welfare or the environment, will not cause an exacerbation of the Existing Environmental Condition, will not cause or threaten to cause a new release, and will not interfere with any remedy that has been, is being, or will be performed on the Site. Following issuance of the Final Plan, Development Activities are permitted provided they conform to the conditions and requirements of the Final Plan and any applicable Contaminated Materials Management Plan approved by DNREC and do not otherwise violate the provisions of this Agreement.

22. Upon obtaining DNREC's approval to begin Development Activities, if Brownfields Developer proceeds with development of the Properties, or any portion thereof, it will perform the Development Activities in accordance with all applicable work plans and the Final Plan. In addition, Brownfields Developer agrees to reimburse DNREC's Oversight Costs in accordance with Section VII of this Agreement and DNREC's HSCA Policy on Brownfields Grants and the Brownfields Grant Eligible Expenses Guidance.

23. After conducting a DNREC approved Facility Evaluation or Brownfields Investigation, if Brownfields Developer elects not to proceed with any Development Activities on the Properties, it shall not be required to implement the Final Plan, and shall continue to receive liability protection consistent with the provisions of 7 Del. C. § 9125 and this Agreement.

24. In the event Brownfields Developer fails to conduct a DNREC approved Facility Evaluation or Brownfields Investigation of the Site within twenty-four (24) months of entering into this Agreement, DNREC shall revoke this BDA and withdraw the liability protection afforded by 7 Del. C. § 9125(a).

25. If Brownfields Developer undertakes Development Activities on a portion of the Properties, or begins, but then halts Development Activities on some portion or portions of the Properties, it shall not be required to implement any applicable work plans or undertake remedial actions set forth in the Final Plan on those portions of the Properties upon which Development

Activities were not begun or were halted. In such a case, Brownfields Developer shall continue to receive liability protection consistent with the provisions of 7 Del. C. § 9125 and this Agreement; provided, however, as to those portions of the Properties upon which Development Activities were begun but then halted, Brownfields Developer shall mitigate any exacerbation of any Existing Environmental Condition, and shall remediate any new releases of hazardous substances or any imminent threats of new releases that are not an Existing Environmental Condition that may have resulted from the Development Activities. For the purpose of this Paragraph, the mitigation of any exacerbation of any Existing Environmental Condition shall be considered accomplished if that portion of the Properties has been returned to substantially the same condition as existed prior to the beginning of the Development Activities thereon.

26. Upon completion of all investigations, remedial actions, and any Development Activities at the Site, or any operable unit thereof, and upon written application to DNREC by Brownfields Developer, DNREC will issue a Certification of Completion of Remedy (“COCR”) for the Site, or the applicable operable unit, provided that all of the required work was satisfactorily performed and completed in compliance with the requirements of 7 Del. C. § 9108 and § 13.1 of the Regulations. Upon issuance of the COCR, Brownfields Developer will receive liability protection consistent with the provisions of 7 Del. C. § 9125 and § 9105(f). DNREC reserves the right to withhold issuance of a COCR until all Oversight Costs are paid as required in Section VII of this Agreement.

27. If Brownfields Developer knowingly violates any terms of this Agreement, it shall be liable for all litigation and enforcement costs incurred by DNREC in its efforts to obtain compliance. Further, DNREC may, in its sole discretion, revoke this Agreement, require Brownfield Developer to reimburse any funds provided to it by DNREC pursuant to Section VII of this Agreement, and take any additional actions DNREC deems necessary to protect public health, welfare or the environment.

#### IV. CONCEPTUAL SITE MODEL AND SAMPLING AND ANALYSIS PLAN AND REMEDIAL ACTION WORK PLAN

28. Prior to performing a Facility Evaluation or a Brownfields Investigation at the Site, Brownfields Developer shall develop a Facility Evaluation Work Plan or a CSM/SAP. These Plans shall describe the activities that will be required to document and address any release or imminent threat of release of hazardous substances at the Site. Specifically, the Facility Evaluation Work Plan and/or the CSM/SAP, at a minimum, shall include the following:

- a. conceptual plans for the proposed development project;
- b. the nature and scope of the Facility Evaluation and/or Brownfields Investigation to be performed on the Site or any operable unit thereof; and
- c. a proposed schedule for the investigation of the Site or any operable unit thereof.

29. After the Brownfields Investigation is completed and approved, DNREC may require Brownfields Developer to prepare a Feasibility Study for its review and approval. If DNREC determines that a Feasibility Study is unnecessary, it will issue a Proposed Plan of

Remedial Action (“Proposed Plan”) for the Site, or any operable unit thereof. The Proposed Plan must satisfy the requirements of HSCA, the Regulations and all applicable DNREC guidance, policies, and procedures. DNREC will advertise the Proposed Plan for public comment as required by HSCA.

30. After DNREC issues the Final Plan for the Site, or any operable unit thereof, or after the conclusion of any appeals related thereto, the Remedial Action Work Plan shall be finalized consistent the provisions of the Final Plan.

31. The Remedial Action Work Plan shall set forth the activities required for the implementation of all remedial actions in accordance with the Final Plan. At a minimum, the Remedial Action Work Plan shall include:

- a. construction plans for the proposed development project;
- b. a description of the Remedial Action required by the Final Plan in order to address the release or imminent threat of release of hazardous substances at the Site, or any operable unit thereof, as well as any anticipated land use restrictions or controls, so as to allow the proposed development project to proceed; and
- c. a proposed schedule for implementation of Remedial Action at the Site, or any operable unit thereof.

32. DNREC and Brownfields Developer acknowledge that, in order to protect public health, welfare or the environment, DNREC may require modification or amendment of the CSM/SAP, the Remedial Action Work Plan and/or the Final Plan as a result of obtaining new information regarding the environmental condition of the Site, or as the result of changes to the planned Development Activities. Any such required modifications or amendments will be implemented in accordance with HSCA, the Regulations, all applicable DNREC guidance, policies, and procedures and this Agreement. In the event the newly discovered information causes DNREC to amend the applicable plan or plans to require that additional work be performed, Brownfields Developer is not obligated to undertake such additional work. If Brownfields Developer chooses not to undertake the additional work, however, DNREC may modify or suspend further Development Activities if it determines that it is necessary to do so in order to protect public health, welfare or the environment.

33. Nothing in this Agreement shall affect Brownfields Developer’s right to comment upon or request a hearing with respect to the Proposed Plan and/or to appeal the Final Plan in accordance with applicable law.

## V. DEVELOPMENT ACTIVITIES/REMEDIAL REQUIREMENTS

34. Brownfields Developer shall not conduct any remedy or Development Activities on the Site without DNREC’s prior written approval. After Brownfields Developer takes title to or otherwise has a legal right to control activities on the Properties, it shall use reasonable efforts to prevent other persons from conducting any Development Activities on the Properties without

DNREC's prior written approval. In the event DNREC becomes aware of Development Activities occurring on the Properties without its approval, it may order the activities to be halted immediately.

35. Brownfields Developer may proceed with Development Activities provided DNREC has determined that Brownfield Developer is adequately performing all investigations and remedial actions as specified in the CMP/SAP, any Contaminated Materials Management Plan, the Remedial Action Work Plan and the Final Plan for the Site, and that such Development Activities will not pose a threat to public health, welfare or the environment, will not cause an exacerbation of the Existing Environmental Condition, will not cause or threaten to cause a new release, and will not interfere with any actual or potential remedies performed or to be performed at the Site. If it determines that Brownfields Developer has not performed or complied with any of the investigative or remedial action requirements at the Site, DNREC shall have the right to modify or suspend the Development Activities. Before requiring Brownfields Developer to modify or suspend the Development Activities, DNREC will provide written notice of the non-performance or non-compliance and allow Brownfields Developer ten (10) days to cure the same unless, in its sole discretion, DNREC determines that such non-performance or non-compliance presents an increased risk to public health, welfare or the environment, in which case DNREC may require that the Development Activities be modified or suspended immediately.

36. Brownfields Developer shall comply with any land use restrictions established or imposed in connection with the remedy at the Site, and, to the extent it may reasonably do so, it shall require others to comply with any such restrictions.

37. Brownfields Developer shall not impede or interfere with the effectiveness or integrity of any institutional controls employed at the Site in connection with any remedy, and, to the extent it may reasonably do so, it shall prohibit others from impeding or interfering with any such institutional controls.

38. Brownfields Developer is responsible for conducting all LTS Activities at the Site and shall remain responsible for such LTS Activities unless and until DNREC approves the transfer of such responsibility pursuant to Section XV of this Agreement.

## VI. SITE USE ACTIVITIES

39. Brownfields Developer shall not engage in any industrial, commercial, residential, agricultural, or recreational activities on the Site prior to DNREC's issuance of a COCR. In the event the Site has been divided into operable units and DNREC has issued a COCR with respect to a particular operable unit, then such use activities shall be permitted on the portion of the Site that is within the operable unit, provided that such activities do not interfere with any remedy being conducted on any other portion of the Site.

## VII. REIMBURSEMENT/PAYMENT OF COSTS

40. Brownfields Developer may be eligible for reimbursement from DNREC for remedial costs up to a maximum of \$625,000 (six hundred twenty-five thousand dollars). The first \$500,000 (five hundred thousand dollars) is reimbursed on a dollar for dollar basis and the remaining \$125,000 (one hundred twenty-five thousand dollars) is reimbursed on a fifty cents to

the dollar basis. Any reimbursement of remedial costs pursuant to this Section is conditioned as follows: (1) compliance with the terms and conditions of this Agreement by Brownfields Developer; (2) the availability of funds designated to the Brownfields Development Program during any given fiscal year which may be limited based on funding restrictions; and (3) reimbursement shall be determined in accordance with DNREC's HSCA Policy on Brownfields Grants, dated March 2019, including the Brownfields Grant Eligible Expenses Guidance, or any other applicable policy or procedure as determined by DNREC. Remedial cost statements will be sent by DNREC on a quarterly basis.

41. Brownfields Developer may use any reimbursement of its remedial costs granted by DNREC to offset DNREC Oversight Costs, which shall be accounted for in the same manner as other remedial costs (*i.e.* either dollar for dollar or fifty cents on the dollar).

42. After it has expended all the cost reimbursement granted by DNREC pursuant to this Section, Brownfields Developer is responsible for payment of all other DNREC Oversight Costs. DNREC will send Brownfields Developer cost statements identifying any Oversight Costs that are subject to repayment.

43. For purposes of this Agreement, Oversight Costs may include, but are not limited to, costs: incurred by DNREC in preparing this Agreement; in overseeing Brownfields Developer's implementation of the requirements of this Agreement; in performing activities at the Site relating to the implementation of a remedy pursuant to this Agreement; and, in providing Site related public information, conducting community relations, holding public hearings or otherwise complying with public notice and comment requirements under HSCA, the Regulations or other applicable laws or regulations. Oversight Costs shall also include all direct and indirect costs, including but not limited to, time and travel costs of DNREC personnel, and associated indirect costs, contractor costs, including legal costs, costs of compliance monitoring, collection and analysis of split samples, Site visits, inspection of field activities, review and approval or disapproval of reports and work plans, and preparation of Proposed and Final Plans.

44. If Brownfields Developer fails to implement any institutional controls at the Site required by the Final Plan, it shall reimburse DNREC for all costs DNREC incurred in establishing or reestablishing such institutional controls.

45. Brownfields Developer agrees to pay the costs incurred by DNREC in reviewing any requests for consent to assign or transfer the benefits conferred by this Agreement.

46. Any payments Brownfields Developer is required to make pursuant to this Section must be submitted to DNREC within ninety (90) days of the date of DNREC's cost statement. DNREC shall have the right to withhold approval of any report, work plan, Final Plan, Environmental Covenant or COCR for the Site if payment is not received within the required ninety (90) days. In the event Brownfields Developer has not made payment within one hundred and eighty (180) days, DNREC shall have the right to restrict all Development Activities on the Site and to direct all of Brownfields Developer's employees, agents and contractors to stop all activities on or at the Site.

## VIII. SITE ACCESS

47. Commencing upon the date that it acquires title to the Properties, Brownfields Developer agrees to provide to DNREC, its authorized officers, employees, representatives, agents, and all other persons performing remedies under DNREC oversight, an irrevocable right of access to the Properties at all reasonable times, as well as to any other area to which access is required for the implementation of remedies at the Site, provided access to such other areas is controlled by Brownfields Developer. This right of access is intended to permit DNREC's authorized personnel to perform and/or oversee remedies at the Site in accordance with applicable law. Unless an emergency or other extraordinary condition exists that poses an immediate risk to public health, welfare or the environment, DNREC agrees to provide reasonable notice to Brownfields Developer before accessing the Site.

48. Brownfields Developer shall require any assignee, successor-in-interest, lessee or sub-lessee of the Properties, or a portion of the Properties, to provide DNREC with the same irrevocable right of access that it is required to provide. Further, Brownfields Developer shall make such access a condition of any contractual agreement between it and any such assignee, successor-in-interest, lessee or sub-lessee.

49. Brownfields Developer shall ensure that a copy of this Agreement is provided to any current lessee or sub-lessee on the Properties as of the effective date of this Agreement. Further, Brownfields Developer shall ensure that any subsequent lease, sublease, assignment or transfer of the Properties or an interest in the Properties includes a provision granting DNREC an irrevocable right of access and that any such lease, sublease, assignment or transfer complies with the provisions of this Agreement.

## IX. DUE CARE/COOPERATION

50. Brownfields Developer shall exercise due care at the Site with respect to the Existing Environmental Condition and shall comply with all applicable local, state, and federal environmental laws and regulations pertaining to the Site. Brownfields Developer recognizes that the implementation of remedies at the Site may interfere with Brownfields Developer's use of the Properties. DNREC agrees to use reasonable efforts to minimize any interference with Brownfields Developer's permissible operations while engaged in remedial activities on the Properties.

51. Brownfields Developer agrees to cooperate fully with DNREC in the implementation of remedies at the Site and agrees that it will not interfere with such remedies. Consistent with its responsibilities under applicable law, Brownfields Developer shall comply with any request for information from DNREC or any administrative subpoena issued by DNREC in accordance with applicable law.

52. In the event Brownfields Developer becomes aware of any incident or occurrence that causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Site constituting an emergency situation or presenting an immediate threat to public health, welfare or the environment, Brownfields Developer shall immediately take all appropriate

actions to prevent, abate, or minimize such release or threat of release, and shall immediately notify DNREC of the facts and circumstances relating to the incident or occurrence.

#### X. CERTIFICATION

53. By entering into this Agreement, Brownfields Developer certifies that:
- a. to the best of its knowledge and belief, it has fully and accurately disclosed to DNREC all information known to it and all information in its possession or control or that of its members, officers, directors, managers, partners, employees, contractors or agents that relates in any way to:
    - (i) Brownfields Developer's eligibility and qualifications to enter into this Agreement;
    - (ii) the Existing Environmental Condition at the Site; and
    - (iii) any past release of hazardous substances, pollutants or contaminants at or from the Site.

The certification in this subparagraph a, however, shall not apply to information in the possession or control of a contractor that was generated pursuant to a contract with any person other than Brownfields Developer or other Affiliated Person(s) as described in subparagraph c. below.

- b. to the best of its knowledge and belief, it has not taken any actions, other than its investigation and due diligence of the Site for which it would be potentially liable for any release or imminent threat of release of hazardous substances at or from the Site pursuant to 7 Del. C. § 9105(a); and
- c. Brownfields Developer is not affiliated with any other person ("Affiliated Person") that is potentially liable pursuant to 7 Del. C. § 9105(a) for any release of hazardous substances at or from the Site through:
  - (i) any direct or indirect familial relationship to include spouse, domestic partner, parent, grandparent, brother, sister, son, son-in-law, daughter, daughter-in-law, grandson, granddaughter, step-parent, the parent, son or daughter of a son or daughter of the person's spouse or domestic partner, nephew, niece, aunt, uncle, brother-in-law, sister-in-law, grandparent-in-law or any relative or friend living in Brownfields Developer's household; or
  - (ii) any contractual, corporate, or financial relationship (other than a contractual, corporate, or financial relationship that is created by the instruments by which title to the Properties is conveyed or financed or by a contract for the sale of goods or services); or
  - (iii) the result of a reorganization of a business entity that was potentially liable for a release of a hazardous substance.

54. If the information provided by Brownfields Developer pursuant to Paragraph 53 a. b. or c. is not materially accurate and complete, DNREC may declare this Agreement to be null

and void as of the date of its execution and may take such other actions as may be available to it under applicable law.

#### XI. DNREC'S RELEASE AND COVENANT NOT TO SUE

55. Subject to the reservation of rights in Section XII below, DNREC releases and covenants not to sue or take any other civil or administrative action against Brownfields Developer with respect to the Existing Environmental Condition of the Site as of the date that this Agreement is executed by the Parties in accordance with the provisions of 7 Del. C. § 9123 and § 9125(a). This release includes without limitation, any claim of civil liability for reimbursement of DNREC's costs or for injunctive relief pertaining to the Existing Environmental Condition. In addition, DNREC releases and covenants not to sue or take any other civil or administrative action against Brownfields Developer for injury to, destruction of, or loss of natural resources or services, or the restoration or replacement of such natural resources or services arising from or related to the Existing Environmental Condition at the Site.

#### XII. RESERVATION OF RIGHTS

56. The release and covenant not to sue set forth in Section XI above does not pertain to any claims other than those expressly specified therein. DNREC expressly reserves all rights it may have against Brownfields Developer with respect to matters other than a claim of liability relating to the Existing Environmental Condition of the Site as of the date this Agreement is executed by the Parties, including, but not limited to:

- a. any claim based upon a failure by Brownfields Developer to meet a requirement of this Agreement;
- b. any claim of liability pursuant to 7 Del. C. § 9105(a) for actions of Brownfields Developer other than its activities at the Site related to the Existing Environmental Condition undertaken in compliance with the requirements of this Agreement;
- c. any claim of liability resulting from the exacerbation of the Existing Environmental Condition by Brownfields Developer, its successors, assignees, lessees or sub-lessees, excepting therefrom, any exacerbation resulting from activities of Brownfields Developer that were previously approved by DNREC pursuant to the terms of this Agreement, any applicable work plan or the Final Plan;
- d. any claim of liability resulting from the release or imminent threat of release of a hazardous substance, pollutant or contaminant, at the Site after the effective date of this Agreement, not within the definition of Existing Environmental Condition;
- e. any claim of liability resulting from criminal conduct; or
- f. any claim of liability for violations of local, state or federal law or regulations.

57. With respect to any claim or cause of action asserted by DNREC, Brownfields Developer shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable to the Existing Environmental Condition at the Site.

58. With respect to any claim or cause of action asserted by DNREC under Paragraph 56 c. or d. not involving a knowing violation of this Agreement, Brownfields Developer's liability shall be limited to performing such work as is necessary to abate any increased risk to public health, welfare or the environment arising from the actions of Brownfields Developer, its contractors or consultants or any "Released Person" as defined in Section XV below. Alternatively, Brownfields Developer may reimburse DNREC its costs in the event DNREC chooses to perform the work necessary to abate the increased risk. In the event of any other claim or cause of action by DNREC based upon non-compliance with the provisions of this Agreement and not involving a knowing violation, Brownfields Developer's liability shall be limited to performing the activity or obligation required by the Agreement, or, if applicable, reimbursing DNREC's costs if it performs the required activity or obligation. In no event shall Brownfields Developer be liable for a remedy at the Site, or for reimbursing DNREC's costs, except as expressly agreed to and set forth in this Agreement.

59. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, that DNREC or the State may have against any person, firm, company, corporation, partnership or other entity not a party to or a Released Person under this Agreement.

60. Nothing in this Agreement is intended to limit DNREC's right to undertake future remedies at the Site or to seek to compel a person other than a Released Person, as defined in Section XV below, to perform or pay for any remedies at the Site.

### XIII. BROWNFIELDS DEVELOPER'S COVENANT NOT TO SUE

61. In consideration of DNREC's release and covenant not to sue in Section XI above, Brownfields Developer agrees not to assert any claims or causes of action against DNREC or its employees, agents or contractors related to this Agreement or to any expenses incurred, payments made, or work performed at the Site, or to seek any other costs, damages, or attorneys' fees arising out of any investigations, remedial work or Development Activities undertaken at, or related to, the Site, except as may be allowed pursuant to the express terms of any applicable loan, grant or financial assistance program administered by DNREC.

62. Notwithstanding the provisions of paragraph 61, Brownfields Developer reserves the right to assert any claim or cause of action against DNREC based solely upon the alleged negligent acts of DNREC and its employees; provided, however, Brownfields Developer agrees not to assert any claim or cause of action related to DNREC's oversight or approval of Brownfields Developer's plans or activities or DNREC's issuance or non-issuance of any work plans, Proposed Plan or Final Plan, that relate to the Existing Environmental Condition, and for which a statutory waiver of sovereign immunity is expressly provided.

63. Brownfields Developer shall indemnify the State of Delaware, its agencies,

departments, employees, contractors and agents and hold them harmless from any and all claims or causes of action arising from or on account of acts or omissions of Brownfields Developer, its employees, contractors, consultants, agents, representatives or assignees, or any persons including, but not limited to, firms, corporations, subsidiaries, companies, partnerships, or other entities in carrying out activities under this Agreement; provided, however, that this indemnification provision shall not apply to any alleged negligent acts or omissions of the State of Delaware, its agencies, departments, employees or agents. The State of Delaware and any department, agency, employee or authorized representative thereof, shall not: (1) be included as a party to any contract entered into by Brownfields Developer for the purpose of carrying out any activities related to this Agreement; or (2) be named as additional insured with respect to any insurance policy obtained by Brownfields Developer, or any of its employees, contractors, consultants, agents or representatives, related in any way to any of the provisions of this Agreement or to the work, activities or other actions taken pursuant to this Agreement.

#### XIV. CONTRIBUTION PROTECTION

64. As provided by HSCA, the Parties agree that Brownfields Developer is entitled to protection from contribution actions or claims by other persons for matters addressed in this Agreement. The matters addressed in this Agreement include, without limitation: any remedy, remedial action, or other action taken to respond to, prevent, minimize, or mitigate harm or risk of harm to public health, welfare or the environment relating to the Existing Environmental Condition; remedial costs incurred or to be incurred by DNREC or any other person relating to the Existing Environmental Condition; and, natural resource damages, including without limitation, costs of pre-assessment actions, assessment, restoration, rehabilitation, replacement, mitigation, acquisition, compensation or loss of use relating to the Existing Environmental Condition.

#### XV. PARTIES BOUND/TRANSFER OF COVENANT

65. This Agreement shall apply to and be binding upon the State of Delaware and DNREC and shall apply to and be binding upon Brownfields Developer, its officers, directors, members, partners and employees. Sections XI and XIV of this Agreement shall apply to Brownfields Developer, its subsidiaries and affiliates, and each of their respective officers, directors, members, partners, and employees, and to any successor, transferee, or assignee of Brownfields Developer, collectively "Released Persons", provided that such Released Persons have not taken any actions for which they would be potentially liable for a release of hazardous substances pursuant to 7 Del. C. § 9105(a).

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

67. Consistent with the provisions of this Agreement, all of the rights, benefits, protections and obligations conferred upon Brownfields Developer herein, may be assigned or transferred to any person with the prior written consent of DNREC in its sole discretion. In the event of an assignment or transfer of the Properties (or an assignment or transfer of an interest in

the Properties) that is the subject of this Agreement, the assignor or transferor shall continue to be bound by all of the terms and conditions and subject to all the benefits of the Agreement unless otherwise agreed to by DNREC and the assignor or transferor. In such a case, the DNREC and the assignor or transferor shall execute a written assignment or transfer document identifying with specificity the nature and effect of the modifications to this Agreement resulting from the assignment or transfer of the Properties (or an interest in the Properties). Any terms of the Agreement that are unaffected by the assignment or transfer shall remain in full force and effect as to the Brownfields Developer.

68. Prior to or simultaneously with any assignment or transfer of the Properties, the assignee or transferee must notify DNREC in writing, in a manner and form approved by DNREC, that it agrees to be bound by all of the terms and conditions of this Agreement. The failure of the assignee or transferee to provide such written acknowledgement will render Sections XI and XIV of the Agreement inapplicable to the assignee or transferee.

#### XVI. DISCLAIMER

69. This Agreement does not constitute any finding by DNREC relating to the risks to public health, welfare or the environment that may be posed by contamination at the Site, nor does it constitute any representation or affirmation by DNREC that the Site is fit for any particular purpose.

#### XVII. RECORDS RETENTION

70. Brownfields Developer agrees to retain, and if requested to make available to DNREC, certain records in either electronic or hard copy form for a minimum of ten (10) years from the date of the execution of this Agreement. Such records shall include the following: all business and operating records, contracts, Site studies, investigations, data, and other related materials pertaining to activities and operations conducted at the Site in connection with the use, disposal, remediation, generation, storage, or transport of hazardous substances; all records related to environmental conditions at the Site; and, all records related to any activities that could interfere with any remedy at the Site. Brownfields Developer further agrees that, if it intends to dispose of the records, it will provide DNREC with reasonable notice prior to the end of the ten (10) year retention period and shall permit DNREC to make copies of the records at DNREC's expense.

#### XVIII. NOTICE AND SUBMISSIONS

71. Unless otherwise agreed upon by the Parties, any written notice or other submissions required pursuant to the provisions of this Agreement shall be hand delivered or sent certified mail with return receipt requested, to the following:

DNREC-RS – Attn: Caleb Melvin

391 Lukens Drive  
New Castle, DE 19720

African American Heritage Center of Delaware, Inc.  
P.O. Box 26075  
Wilmington, DE 19899  
Attn: James H. Sills, Jr.

#### XIX. EFFECTIVE DATE

72. The effective date of this Agreement shall be the date it is fully executed by the Parties.

#### XX. PUBLIC COMMENT

73. Pursuant to 7 Del. C. § 9126, this Agreement is subject to a twenty-day public comment period. If requested, the DNREC Secretary shall conduct a public meeting to provide information regarding the proposed development project. Following the receipt of any public comments, DNREC may modify or withdraw its consent to this Agreement if facts are presented that establish that the Agreement fails to satisfy the requirements of HSCA and the Regulations.

#### XXI. LIST OF EXHIBITS

74. The following exhibits are attached hereto and incorporated herein by reference and are a part of this Agreement:

- a. Exhibit 1 means the Letter from Jill Williams-Hall, Brownfields Administrator to Rhonda E. Sullivan, African American Heritage Center of Delaware, Inc., dated November 19, 2019.
- b. Exhibit 2 means the list of documents identified and incorporated herein by reference.
- c. Exhibit 3 means the parcel map and the legal description of the Properties.

#### XXII. COUNTERPARTS

75. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument. An electronic signature may also constitute an original signature pursuant to 6 Del. C. c. 12A.

IT IS SO AGREED:

Department of Natural Resources and Environmental Control

By: \_\_\_\_\_  
Qazi Salahuddin, Administrator  
Remediation Section,  
Division of Waste and Hazardous Substances

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

African American Heritage Center of Delaware, Inc.

By: *Rev. Lawrence Wright*  
~~James H. Sils, Jr.~~ *Rev. Lawrence Wright*  
President

Date: 4/7/2020

KRB15031  
June 9, 2015  
Revised 6.26.19



STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL  
DIVISION OF WASTE AND HAZARDOUS SUBSTANCES  
REMEDATION SECTION

391 LUKENS DRIVE  
NEW CASTLE, DE 19720

TELEPHONE: (302) 395-2600  
FAX: (302) 395-2601

November 25, 2019

Ms. Rhonda E. Sullivan, Exec. Mngt  
African American Heritage Center of Delaware, Inc.  
P. O. Box 26075  
Wilmington, DE 19899

**RE: Brownfields Certification and Funding Eligibility for the Clifford Brown Walk Site, 1039 & 1043 Clifford Brown Walk and 314, 316 and 318 E. 11<sup>th</sup> Street, Wilmington, DE (DE-1690)**

Dear Ms. Sullivan:

Based on review of the African American Heritage Center of Delaware, Inc.'s application for Brownfields Certification, please accept this letter as the Department of Natural Resources and Environmental Control's (DNREC's) official determination that the site known as the Clifford Brown Walk Site, consisting of New Castle County tax parcel numbers 26.036.10-088, 26.036.10-089, 26.036.10-048, 26.036.10-047, and 26.036.10-046, located at 1039 & 1043 Clifford Brown Walk and 314, 316 and 318 E. 11<sup>th</sup> Street, Wilmington, Delaware, qualifies as a Certified Brownfield pursuant to the *Regulations Governing Hazardous Substance Cleanup*, Section 3.4, which includes requirements for information on current use and zoning and intended or proposed development plans (3.4.3.1.2).

The Department has also determined that African American Heritage Center of Delaware, Inc. qualifies as a Certified Brownfields Developer pursuant to 7 Del. C., §9123(1), and is consequently an eligible party under the Brownfields Development Program. I want to emphasize that while certification as a Brownfield may confer certain advantages to help with cleanup and redevelopment, it is not by itself a guarantee of entitlement to any funding from the State.

For African American Heritage Center of Delaware, Inc. to receive the protections afforded pursuant to the Brownfields Development Program and to receive Brownfields Grant funding, African American Heritage Center of Delaware, Inc. must first enter into a Certified Brownfields Development Agreement (BDA) in accordance with public notice and comment provisions

contained in 7 Del. C., §9126(b). African American Heritage Center of Delaware, Inc. must enter into a BDA **prior** to taking title to the property.

After execution of a Certified Brownfields Development Agreement (BDA), a Certified Brownfields Developer is prohibited from engaging in any operations on the Certified Brownfield unless it obtains the *prior, written* consent of DNREC before engaging in such operations. DNREC shall determine whether the operations may occur based upon its assessment of any potential human health risk as well as whether such operations may negatively impact the existing environmental condition of the property.

Under the Brownfields Development Program, a non-profit or public entity may be eligible for up to six hundred and twenty-five thousand dollars (\$625,000.00) in grant money for approved investigative and remedial activities, and Department oversight costs pursuant to the *Hazardous Substance Cleanup Act Policy on Brownfield Grants*. Of this amount, the first five hundred thousand dollars (\$500,000) being a dollar to dollar direct payment and the remaining one hundred and twenty-five thousand dollars (\$125,000) being a fifty cents to the dollar direct payment for the balance. In addition, the redevelopment project would be eligible for up to an additional seventy-five thousand dollars (\$75,000) for reimbursement of costs associated with assessment, investigation, remedial activities or Department oversight charges for groundwater contamination. Of this additional amount, the first sixty thousand dollars (\$60,000) being a dollar to dollar reimbursement, and the remaining fifteen thousand dollars (\$15,000) being a fifty cents to the dollar reimbursement for the balance.

Based on the information provided in African American Heritage Center of Delaware, Inc.'s Brownfields Certification and Grant Funding application, the Department expects that allowable costs for your site will be paid on the basis that it meets the smart growth principles as prescribed by the Delaware Office of State Planning Coordination.

<https://stateplanning.delaware.gov/strategies/documents/2015-state-strategies.pdf>

Please keep in mind, grant funding is contingent on available funding. This is particularly true during periods in which the State, due to fiscal constraints, may limit or suspend funding. There does remain, however, available low interest loan funding through the Delaware Brownfields Revolving Loan Fund program. Please contact Ms. Melissa Leckie at 302-395-2600 or [Melissa.Leckie@delaware.gov](mailto:Melissa.Leckie@delaware.gov) for more information on this program.

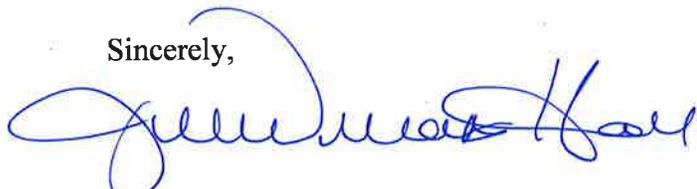
A HSCA certified consultant must be retained to complete required Brownfields investigation and remediation work. A list of Delaware HSCA-Certified consultants may be accessed at <http://www.dnrec.delaware.gov/dwhs/SIRB/Documents/HSCA%20Certified%20Consultants.pdf> Please schedule a site visit with the Project Manager, Caleb Melvin, prior to submission of the Conceptual Site Model and Sampling and Analysis Plan, and prior to scheduling a Scoping Meeting. Mr. Melvin may be contacted at 302-395-2600 or [Caleb.Melvin@delaware.gov](mailto:Caleb.Melvin@delaware.gov).

Please contact Liz LaSorte, Paralegal at 302-395-2600 or [Elizabeth.LaSorte@delaware.gov](mailto:Elizabeth.LaSorte@delaware.gov) for information regarding the Brownfield Development Agreement. A draft BDA may be accessed at [de.gov/brownfields](http://de.gov/brownfields).

If you should have any questions concerning this determination, please do not hesitate to contact me at (302) 395-2600. Documents and information regarding the Brownfields Development Program may be accessed at [de.gov/browfields](http://de.gov/browfields).

Thank you for participating in Delaware's Brownfields Development Program.

Sincerely,



Jill Williams-Hall  
Planner V

JWH:jwh  
JWH 19060 .doc  
DE 1690 II H 3

Enclosure: HSCA Policy on Brownfields Grants

pc: Keith Brady, Esq., DAG, DOG  
Paul Will, Program Manager II, Remediation Section  
Caleb Melvin, Project Manager, Remediation Section  
Elizabeth Wolff, Hydrologist, Remediation Section  
Sandra Woolston, Administrative Support Specialist, Remediation Section  
Michelle Reda, Administrative Support Specialist, Remediation Section  
Lori Spagnolo, Program Manager II, Strategic Services Section  
Elizabeth LaSorte, Paralegal, Strategic Services Section  
Melissa Leckie, Management Analyst, Strategic Services Section  
Sandra Kimbel, Management Analyst, Strategic Services Section  
Jason Sunde, Program Administrator, Compliance and Permitting Section  
Linda Betts, Senior Accountant, DNREC  
Tom Ford, Property Manager, City of Wilmington, Property Owner

## **Exhibit 2 - List of Documents Identified and Incorporated Herein by Reference**

Michael Baker International, Inc. 2019, Clifford Brown Walk (DE-1690) Site Specific Assessment, September 2019.

URS Corporation, 2001. Asbestos, Leaded Paint, Avian/Bat Excreta, Stored Materials, PCB/DEHP, and Mercury Abatement Close-Out Report – Former Allied Kid Building, Wilmington, Delaware, August 2001



2603610088

Show search results for 26036...



40ft

-75.544 39.745 Degrees

**Parcel # 2603610088**

Property Address: 1039 CLIFFORD BROWN WALK  
 WILMINGTON, DE 19801-  
 Subdivision: WILMINGTON  
 Owner: CITY OF WILMINGTON  
 C/O DEPT. OF REAL ESTATE & HOUSING  
 Owner Address: 800 NORTH FRENCH STREET 7TH FLOOR  
 WILMINGTON, DE 19801  
 Municipal Info: Incorporated in WILMINGTON PROPERTY TAX AREA

Lot #: 43	Property Class: EXEMPT RESIDENTIAL
Location:	Lot Size: 0.02
Map Grid: 11003580	Lot Depth: 68
Block: 952	Lot Frontage: 14.80
Census Tract: 009.00	Street Finish: SIDEWALK
Street Type: NEIGHBORHOOD	
Water: PUBLIC	
Microfilm #: 000000	

**District & Zoning Info**

Districts

- **COUNCIL 4 - PENROSE HOLLINS**
- **FIRE/RESCUE - CITY OF WILM**
- **CHRISTINA SCHOOL DIST-TRES**
- WILM CC 3-ZANTHIA OLIVER
- NORTH OF C&D CANAL
- DE REP 02-STEPHANIE T BOLDEN
- TRAFFIC ZONE T047 (YR2000)
- PLANNING 11 - WILMINGTON
- DE SEN 03-S ELIZABETH LOCKMAN

Zoning

- 26R-3 - ONE FAMILY ROW HOUSES

**Deed History**

Grantee(s)	Deed	Multi?	Sale Date	Sale Amount
BOWEN PATRICIA A	244 276	N	5/1/1980	\$1,130.00
NOWACZYK FRANCIS J SR & PATRICIA A	20041220 0136953	N	6/1/1985	\$28,000.00
COHO HOWARD J & KAREN	20060419 0037200	N	12/16/2004	\$65,000.00
FEDERAL NATIONAL MORTGAGE ASSOCIATION	20060419 0037200	N	4/13/2006	\$10.00
CITY OF WILMINGTON	20100928 0051204	N	6/8/2010	\$91,579.00
	20101220 0068804	N	10/25/2010	\$9,900.00

**Tax/Assessment Info**

Assessment

Land: 1600  
 Structure: 21800  
 Homesite: 0  
 Total: 23400  
 County Taxable: 0  
 School Taxable: 0

Exemptions

Description	Amount
CITY OF WILMINGTON	23400

**Tax Bills as of 11/19/2019 3:00:00 AM**

Tax Year	County			School		
	Principal Due	Penalty Due	Amt Paid	Principal Due	Penalty Due	Amt Paid
2010A	\$0.00	\$0.00	\$57.00	\$0.00	\$0.00	\$420.97

**Tax Payments as of 11/19/2019 3:00:00 AM**

Date Paid	Amt Paid
9/21/2010	\$477.97

County Balance Due: \$0.00  
 School Balance Due: \$0.00

These amounts are valid through the last day of the month. For accounts with delinquent balances, statutory penalty will accrue on the first day of next month.

**Residence Characteristics**

Residence 0

Building Design: ROW INSD	Residence Class: SFD PLATTED LOT
Grade: AVERAGE	Condition: AVERAGE
Year Built: 1880	# Stories: 2
Total Area (sq. ft.): 1250	Main Floor Area: 661

# Rooms: 6	# Bedrooms: 3
# 1/2 Baths: 0	# Full Baths: 1
# Fam. Rooms: 0	# Fixtures: 5
Roof Type: FLAT	Roof Material: COMPWOOD
Exterior Wall: BRICK	Interior Wall Finish: PLASTER
Floor Finish: WOOD	Foundation: CONTINUOUS
Garage Capacity: 0	Basement %: 100%
Basement % Finished: 0	Basement Finish Type:
Attic % Finished:	
Unfinished %:	Unfinished Area: 0
Heat Type: HOT AIR	Air Conditioning:
Remodel Year: 89	

**Parcel # 2603610089**

Property Address: 1043 CLIFFORD BROWN WALK  
 WILMINGTON, DE 19801-  
 Subdivision: WILMINGTON  
 Owner: CITY OF WILMINGTON  
 DEPT OF REAL ESTATE & HOUSING  
 Owner Address: 800 FRENCH STREET  
 WILMINGTON, DE 19801  
 Municipal Info: Incorporated in WILMINGTON PROPERTY TAX AREA

Lot #: 44	Property Class: EXEMPT COMMERCIAL
Location:	Lot Size: 0.05
Map Grid: 11003580	Lot Depth: 68
Block: 952	Lot Frontage: 30.60
Census Tract: 009.00	Street Finish:
Street Type:	
Water:	
Microfilm #: 000000	

**District & Zoning Info**

Districts

- **COUNCIL 4 - PENROSE HOLLINS**
- **FIRE/RESCUE - CITY OF WILM**
- **CHRISTINA SCHOOL DIST-TRES**
- WILM CC 3-ZANTHIA OLIVER
- NORTH OF C&D CANAL
- DE REP 02-STEPHANIE T BOLDEN
- TRAFFIC ZONE T047 (YR2000)
- PLANNING 11 - WILMINGTON
- DE SEN 03-S ELIZABETH LOCKMAN

Zoning

- 26C-4 - CENTRAL OFFICE

**Deed History**

Grantee(s)	Deed	Multi?	Sale Date	Sale Amount
OLD TOWN HALL ASSOCIATES	662 133	N	12/1/1985	\$90,000.00
CITY OF WILMINGTON	2172 65	Y	2/1/1988	\$165,000.00
		Y	8/29/1996	\$295,000.00

**Tax/Assessment Info**

Assessment

Land: 10100  
 Structure: 104200  
 Homesite: 0  
 Total: 114300  
 County Taxable: 0  
 School Taxable: 0

Exemptions

Description	Amount
CITY OF WILMINGTON	114300

**Commercial Structure Characteristics**

Building #: 01  
 Occupancy: 310 # of Stories: 3 Year Built: 1899  
 Struct Class: C Quality: C Condition: P  
 Floor Level: A Grnd Flr Area: 2309 Total Flr Area: 6687  
 Ext Wall Type: 02 Wall Height: 12 Perimeter: 628  
 AC %: 90 Heat %: 90 Rentable Units: 1  
 Bsmt: 99 Bsmt Util: 2  
 Year Renov: 0 Renov Rtnng: 0 Eff. Yr Built: 1923

**Parcel # 2603610048**

Property Address: 314 E ELEVENTH ST  
 WILMINGTON, DE 19801-  
 Subdivision: WILMINGTON  
 Owner: CITY OF WILMINGTON  
 DEPT OF REAL ESTATE & HOUSING  
 Owner Address: 800 FRENCH STREET  
 WILMINGTON, DE 19801  
 Municipal Info: Incorporated in WILMINGTON PROPERTY TAX AREA

Lot #: 16	Property Class: EXEMPT RESIDENTIAL
Location:	Lot Size: 0.03
Map Grid: 11003580	Lot Depth: 70
Block: 952	Lot Frontage: 16
Census Tract: 009.00	Street Finish:
Street Type:	
Water:	
Microfilm #: 000000	

**District & Zoning Info**

Districts

- **COUNCIL 4 - PENROSE HOLLINS**
- **FIRE/RESCUE - CITY OF WILM**
- **CHRISTINA SCHOOL DIST-TRES**
- WILM CC 3-ZANTHIA OLIVER
- NORTH OF C&D CANAL
- DE REP 02-STEPHANIE T BOLDEN
- TRAFFIC ZONE T047 (YR2000)
- PLANNING 11 - WILMINGTON
- DE SEN 03-S ELIZABETH LOCKMAN

Zoning

- 26R-3 - ONE FAMILY ROW HOUSES

**Deed History**

Grantee(s)	Deed	Multi?	Sale Date	Sale Amount
BOWEN PATRICIA	236 300	N	9/1/1978	\$937.00
OLD TOWN HALL ASSOCIATES	662 133	N	5/1/1985	\$13,500.00
CITY OF WILMINGTON	2172 65	Y	2/12/1988	\$165,000.00
		Y	8/29/1996	\$295,000.00

**Tax/Assessment Info**

Assessment

Land: 2000  
 Structure: 0  
 Homesite: 0  
 Total: 2000  
 County Taxable: 0  
 School Taxable: 0

Exemptions

Description	Amount
CITY OF WILMINGTON	2000

**Parcel # 2603610047**

Property Address: 316 E ELEVENTH ST  
 WILMINGTON, DE 19801-  
 Subdivision: WILMINGTON  
 Owner: CITY OF WILMINGTON  
 DEPT OF REAL ESTATE & HOUSING  
 Owner Address: 800 FRENCH STREET  
 WILMINGTON, DE 19801

Municipal Info: Incorporated in WILMINGTON PROPERTY TAX AREA

Lot #: 17	Property Class: EXEMPT RESIDENTIAL
Location:	Lot Size: 0.03
Map Grid: 11003580	Lot Depth: 70
Block: 952	Lot Frontage: 16
Census Tract: 009.00	Street Finish:
Street Type:	
Water:	
Microfilm #: 000000	

**District & Zoning Info**

Districts

- **COUNCIL 4 - PENROSE HOLLINS**
- **FIRE/RESCUE - CITY OF WILM**
- **CHRISTINA SCHOOL DIST-TRES**
- WILM CC 3-ZANTHIA OLIVER
- NORTH OF C&D CANAL
- DE REP 02-STEPHANIE T BOLDEN
- TRAFFIC ZONE T047 (YR2000)
- PLANNING 11 - WILMINGTON
- DE SEN 03-S ELIZABETH LOCKMAN

Zoning

- 26R-3 - ONE FAMILY ROW HOUSES

**Deed History**

Grantee(s)	Deed	Multi?	Sale Date	Sale Amount
		N	12/1/1984	\$18,000.00
		N	7/1/1985	\$32,000.00
OLD TOWN HALL ASSOCIATES	662 133	Y	2/1/1988	\$165,000.00
CITY OF WILMINGTON	2172 65	Y	8/29/1996	\$295,000.00

**Tax/Assessment Info**

Assessment

Land: 2000  
 Structure: 0  
 Homesite: 0  
 Total: 2000  
 County Taxable: 0  
 School Taxable: 0

Exemptions

Description	Amount
CITY OF WILMINGTON	2000

**Parcel # 2603610046**

Property Address: 318 E ELEVENTH ST  
 WILMINGTON, DE 19801-  
 Subdivision: WILMINGTON  
 Owner: CITY OF WILMINGTON  
 DEPT OF REAL ESTATE & HOUSING  
 Owner Address: 800 FRENCH STREET  
 WILMINGTON, DE 19801  
 Municipal Info: Incorporated in WILMINGTON PROPERTY TAX AREA

Lot #: 18	Property Class: EXEMPT RESIDENTIAL
Location:	Lot Size: 0.03
Map Grid: 11003580	Lot Depth: 70
Block: 952	Lot Frontage: 16
Census Tract: 009.00	Street Finish:
Street Type:	
Water: PUBLIC	
Microfilm #: 000000	

**District & Zoning Info**

Districts

- **COUNCIL 4 - PENROSE HOLLINS**
- **FIRE/RESCUE - CITY OF WILM**
- **CHRISTINA SCHOOL DIST-TRES**
- WILM CC 3-ZANTHIA OLIVER
- NORTH OF C&D CANAL
- DE REP 02-STEPHANIE T BOLDEN
- TRAFFIC ZONE T047 (YR2000)
- PLANNING 11 - WILMINGTON
- DE SEN 03-S ELIZABETH LOCKMAN

Zoning

- 26R-3 - ONE FAMILY ROW HOUSES

**Deed History**

Grantee(s)	Deed	Multi?	Sale Date	Sale Amount
		N	4/1/1974	\$3,500.00
		N	12/1/1985	\$90,000.00
OLD TOWN HALL ASSOCIATES	662 133	Y	2/1/1988	\$165,000.00
CITY OF WILMINGTON	2172 65	Y	8/29/1996	\$295,000.00

**Tax/Assessment Info**

Assessment

Land: 5100  
 Structure: 0  
 Homesite: 0  
 Total: 5100  
 County Taxable: 0  
 School Taxable: 0

Exemptions

Description	Amount
CITY OF WILMINGTON	5100