_____

Andrew H. Zeltt, Councilperson

Attest:

_____

Diane Delgado, City Clerk

THE BATTERY

427 WEST 7TH STREET

CITY OF NEW CASTLE, NEW CASTLE COUNTY, DELAWARE

ROAD MAP

NAD 83

400 200 0 500 1000 1500
500 300 100
GRAPHIC SCALE
1 inch = 500 feet

LOCATION MAP

WILMINGTON SOUTH QUADRANGLE

NAD 83

1600 800 0 2000 4000 6000
2000 1200 400
GRAPHIC SCALE
1 inch = 2000 feet

TAX MAP

SHEETS 119 & 126

NAD 83

200 100 0 200 400 600
150 50
GRAPHIC SCALE
1 inch = 200 feet

TABLE OF CONTENTS

C-01.	COVER SHEET	
C-02.	EXISTING CONDITIONS PLAN	
C-03.	LAYOUT PLAN	
C-04.	PRE-CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	NOT INCLUDED
C-05.	CONSTRUCTION SITE STORMWATER MANAGEMENT PLAN	NOT INCLUDED
C-06.	CONSTRUCTION SITE DETAILS & NOTES	NOT INCLUDED
C-07.	CONSTRUCTION SITE DETAILS & NOTES	NOT INCLUDED
C-08.	CONSTRUCTION SITE DETAILS & NOTES	NOT INCLUDED
C-09.	CONSTRUCTION SITE DETAILS & NOTES	NOT INCLUDED
C-10.	CONSTRUCTION SITE DETAILS & NOTES	NOT INCLUDED
C-11.	GRADING & DRAINAGE PLAN	NOT INCLUDED
C-12.	SITE LAYOUT & UTILITY PLAN	NOT INCLUDED
C-13.	SITE CONSTRUCTION DETAILS	NOT INCLUDED
C-14.	SITE CONSTRUCTION DETAILS	NOT INCLUDED
C-15.	SITE CONSTRUCTION DETAILS	NOT INCLUDED
C-16.	SITE CONSTRUCTION DETAILS	NOT INCLUDED
C-17.	WALL NOTES	NOT INCLUDED
C-18.	RETAINING WALL – PLAN & SECTIONS	NOT INCLUDED
C-19.	RETAINING WALL – PLAN & SECTIONS	NOT INCLUDED
LT-01.	LIGHTING PLAN	
LT-02.	LANDSCAPING PLAN	
LT-03.	LIGHTING & LANDSCAPING DETAILS	NOT INCLUDED

SITE DATA

1. PURPOSE OF THIS PLAN: TO PROPOSE A COMMUNITY COMPRISED OF 152 APARTMENT UNITS, 2,085 SF RETAIL, 5,121 SF SPACE FOR AMENITIES, AND PROVIDE THE SANITARY SEWER SERVICE FOR PROPOSED BUILDINGS.
2. OWNER ADDRESS: JAKSON LLC
   427 WEST 7TH STREET
   NEW CASTLE, DE 19720
3. PROPERTY ADDRESS: 427 WEST 7TH STREET
   NEW CASTLE, DE 19720
   39.658592, -75.572921
   NORTHWEST PROP. CORNER
4. TAX PARCEL NUMBER: 21-014.00-400
5. AREA OF PARCEL: 4.3626 ± ACRES (PER VANDEMARK & LYNCH, INC. ALTA/NSPS LAND TITLE SURVEY PLAN)
6. ZONING: DG – DOWNTOWN GATEWAY

LOT AREA	LOT WIDTH	STREET YARD	SIDE YARD	REAR YARD	BUILDING HEIGHT
3,000 SF	25'	25' MAX	10'	10'	445'

*BUILDING ELEVATION AND HEIGHT INFORMATION CAN BE FOUND IN THE ARCHITECTURAL PLANS

7. PARKING: REQUIRED: 228 SPACES : APARTMENTS (152 UNITS x 1.5 PARKING SPACES)
   7 SPACES : COMMERCIAL (GROSS FLOOR AREA)(REDUCED PER §230-28.A(15)(c)[3] TABLE 1)
   2 SPACES : COMMERCIAL (1 PER EMPLOYEE ON THE LARGEST SHIFT)
   237 TOTAL SPACES

   PROVIDED: 84 FULL SIZE EXTERIOR SPACES
   112 FULL SIZE UNDERDECK SPACES (INCLUDES 7 ADA SPACES)
   52 COMPACT SPACES
   228 TOTAL SPACES
8. LOADING: REQUIRED: 1 PERMANENT SPACE NOT LESS THAN 12'x50' FOR EACH 10,000 SF OF LOT AREA OR FRACTION THEREOF, ABOVE 2,500 SF UPON WHICH THE BUILDING IS BEING BUILT
   PROVIDED: 0
9. DEED REFERENCE: DEED INSTRUMENT NO.: 20140404-0013863
10. LOTS: 1 EXISTING LOT; 3 PROPOSED LOTS
11. LOT COVERAGE:

EXISTING		
IMPERVIOUS SURFACES	1.978± ACS	
OPEN SPACE	0.915± ACS	
WETLANDS	1.370± ACS	
TOTAL	4.263± ACS	

PROPOSED		
IMPERVIOUS SURFACES	48,771± SF	1.12± ACS
BUILDING COVERAGE	53,461± SF	1.22± ACS
OPEN SPACE	83,438± SF	1.92± ACS
TOTAL	185,670± SF	4.26± ACS

12. DATE OF SURVEY: DECEMBER 16–23, 2021 BY VANDEMARK & LYNCH, INC.
13. DATUM: VERTICAL – NAVD 88
    HORIZONTAL – DEED BEARING SYSTEM
    BENCHMARK – SQUARE CUT ON END OF CONCRETE GENERATOR PAD. ELEVATION = 35.82'
14. WATER SUPPLY: CITY OF NEW CASTLE – WATER SUPPLY IS SUBJECT TO THE APPROVAL OF DELAWARE STATE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL AND THE DELAWARE DEPARTMENT OF PUBLIC HEALTH.
15. SEWER: SEWERAGE IS SUBJECT TO THE APPROVAL OF THE NEW CASTLE COUNTY DEPARTMENT OF SPECIAL SERVICES. AT THE TIME OF APPROVAL OF THIS PLAN, SEWER CAPACITY EXISTED TO ACCOMMODATE THE ANTICIPATED FLOWS GENERATED BY THIS ADDITIONAL DEVELOPMENT. NEW CASTLE COUNTY HAS COMMITTED TO PROVIDE SEWER SERVICE IN ACCORDANCE WITH LAND DEVELOPMENT IMPROVEMENT AGREEMENT FOR THIS DEVELOPMENT. THE OWNER OF THIS PROPERTY, HIS SUCCESSORS OR ASSIGNS, SHALL BE RESPONSIBLE FOR EXTENDING SEWER SERVICE TO EACH LOT SHOWN ON OR CREATED BY THIS PLAN.
16. SEWER FLOW: APARTMENTS: 152 D.U. X 200 GPD = 30,400 GPD
    RETAIL: 2,928 SF. X 0.10 GPD = 293 GPD
    TOTAL ESTIMATED SEWER FLOW: 30,693 GPD (AVG) / 122,172 GPD (PEAK)
17. FLOODPLAIN: THIS PROPERTY LIES WITHIN 100-YEAR ZONE "AE" FLOODPLAIN ACCORDING TO THE FEMA NATIONAL FLOOD INSURANCE RATE MAP, NUMBER 10003C0162K, WITH AN EFFECTIVE DATE OF FEBRUARY 4, 2015 AND REVISED TO REFLECT LOMR 25-03-0504P EFFECTIVE: NOVEMBER 13, 2025. THE BASE FLOODPLAIN ELEVATION FOR THE SITE IS 10.0'.
18. WATER RESOURCE: THE SITE IS NOT WITHIN A WATER RESOURCE PROTECTION AREA (WRPA) ACCORDING TO THE WRPA MAP 1 OF 3, DATED MARCH 2017.
19. WETLANDS: WETLANDS WERE FOUND TO EXIST ON THE SITE. THE LIMIT OF WETLAND LINES SHOWN ON THIS PLAN WERE ESTABLISHED BY WATERSHED ECO LLC IN FEBRUARY & MARCH OF 2022.
20. DEBRIS DISPOSAL: NO DEBRIS SHALL BE BURIED ON THE SITE.
21. DRAINAGE: DRAINAGE AND EROSION AND SEDIMENT CONTROL, AND STORMWATER MANAGEMENT SHALL BE PROVIDED IN ACCORDANCE WITH THE DELAWARE SEDIMENT AND STORMWATER REGULATIONS AND THE NEW CASTLE COUNTY DRAINAGE CODE.
22. LIMIT OF DISTURBANCE: 3.0 ± ACRES
23. LANDSCAPE AREA: MINIMUM 10% OF PARKING AREA IS REQUIRED TO BE LANDSCAPED
    REQUIRED: 4,130 SF
    PROVIDED: 4,130 SF = (41,296 SF OF PARKING AREA * 10%)
24. SOILS: ON-SITE SOIL TYPES ARE BASED ON NRCS WEB SOIL SURVEY. SEE SOIL MAP FOR LOCATIONS
    SOIL TYPE: TP–TRANSQUAKING AND MISPILLION SOILS, VERY FREQUENTLY FLOODED, TIDAL
    UP–URBAN LAND
    Ua–HYDROTHENTS, WET SUBSTRATUM, 0 TO 2 PERCENT SLOPES

1/09/26	REVISED PER LAYOUT CHANGES	TCW	WFW
1/22/25	REVISED PER DNREC COMMENTS	TCW	WFW
DATE:	REVISIONS	DRAWN BY:	CHECKED BY:

DRAWN BY: TCW
DATE: 02/15/22
CHECKED BY: WFW
HORIZONTAL SCALE: N/A
RELEASED BY: WFW
VERTICAL SCALE: N/A
PROJECT No.: 9SD-2101
DRAWING NAME: C-01. Cover Sheet.dwg

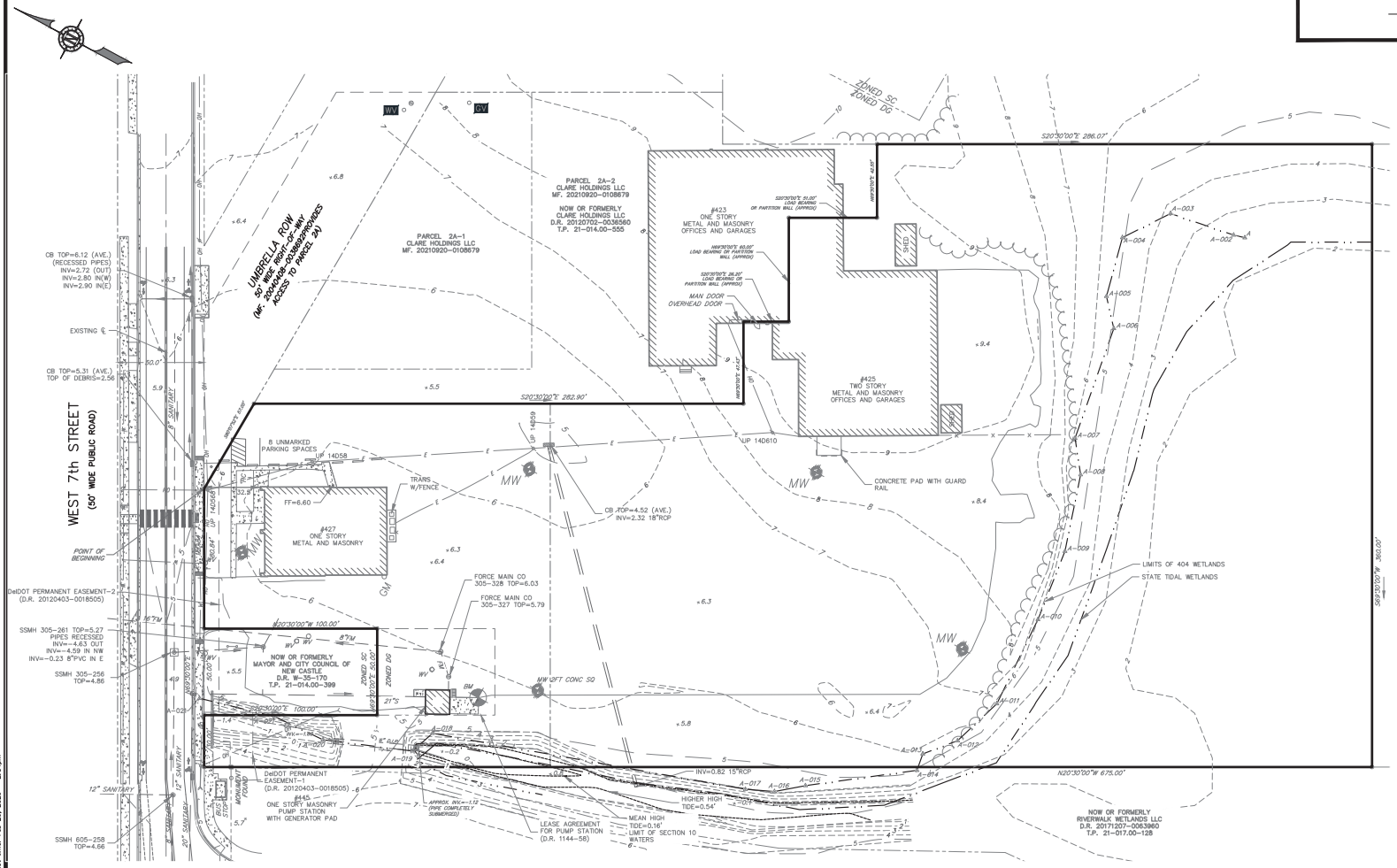
WILLIAM F. WHILDIN JR. LICENSED PROFESSIONAL ENGINEER No. 11998 STATE OF DELAWARE

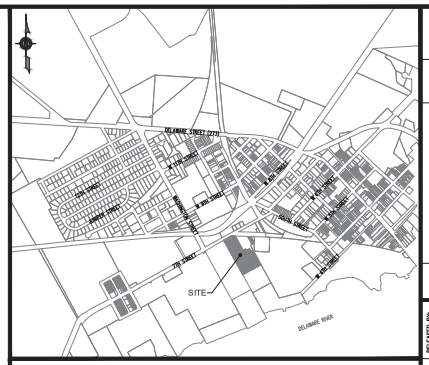
427 W. 7TH STREET
MULTI-FAMILY APARTMENT DEVELOPMENT
COVER SHEET
PARCEL NO. 21-014.00-400
SITUATED IN
CITY OF NEW CASTLE, NEW CASTLE COUNTY, DELAWARE

MidAtlantic Engineering Partners, LLC
321 West State Street
Media, PA 19063
610-565-0020

Sheet Number
C-01

File Name: G:\9sd\Site Development Company\JOBS\9SD-2101 – W.7th St – New Castle – DEL\DWG\C-01. Cover Sheet.dwg
File Date: Feb 26, 2026 – 2:22pm





LOCATION MAP

SCALE: 1"=1000'

LEGEND

- EXISTING BOUNDARY
- EXISTING INTERIOR BOUNDARY
- EXISTING BUILDING
- EXISTING BUILDING OVERHANG
- EXISTING BUILDING INTERIOR
- EXISTING WETLANDS
- EXISTING CURB
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING INLET
- EXISTING WATER VALVE
- EXISTING SPRINKLER BOX
- EXISTING WATER METER PIT
- EXISTING FIRE HYDRANT
- EXISTING FIRE DEPARTMENT CONNECTION
- EXISTING GAS VALVE
- EXISTING UTILITY POLE
- EXISTING UTILITY POLE W/ LIGHT
- EXISTING FENCELINE
- EXISTING LIGHT POLE
- EXISTING SIGNAGE
- EXISTING ZONING BOUNDARY

DATE	REVISIONS	DRAWN BY	CHECKED BY
1/09/26	REVISED PER LAYOUT CHANGES	TCW	WFW

DRAWN BY: TCW	CHECKED BY: WFW	RELEASED BY: WFW	
DATE: 06/24/16	HORIZONTAL SCALE: N/A	VERTICAL SCALE: N/A	
PROJECT No.: 95D-2101			
DRAWING NAME: C-02. Cover Sheet & General Notes.dwg			

WILLIAM F. WEAVER No. 11995 PROFESSIONAL ENGINEER

427 W. 7TH STREET
MULTI-FAMILY APARTMENT DEVELOPMENT
EXISTING CONDITIONS PLAN
PARCEL NO. 21-014.00-400

SITUATED IN

CITY OF NEW CASTLE, NEW CASTLE COUNTY, DELAWARE

MidAtlantic Engineering Partners, LLC
321 West State Street
Media, PA 19063
610-565-0020

Sheet Number

C-02

File Name: G:\95 Street Development Company\JOBS\95D-2101 - W.7th St - New Castle - DE\DWG\C-02. Cover Sheet & General Notes.dwg
File Date: Feb 26, 2026 - 2:24pm

SITE DATA

1. PURPOSE OF THIS PLAN: TO PROPOSE A COMMUNITY COMPRISED OF 152 APARTMENT UNITS, 2,085 SF RETAIL, 9,121 SF SPACE FOR AMENITIES, AND PROVIDE THE SANITARY SEWER SERVICE FOR PROPOSED BUILDINGS.
2. OWNER ADDRESS: AMSM LLC
   427 WEST 7TH STREET
   NEW CASTLE, DE 19720
3. PROPERTY ADDRESS: 427 WEST 7TH STREET — 39.558592, -75.572921
   NEW CASTLE, DE 19720 — NORTHWEST PROP. CORNER
4. TAX PARCEL NUMBER: 21-014.00-400
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6. ZONING: DG – DOWNTOWN GATEWAY

LOT AREA	LOT WIDTH	STREET YARD	SIDE YARD	REAR YARD	BUILDING HEIGHT
3,000 SF	25'	25' MAX	10'	10'	*45'

*BUILDING ELEVATION AND HEIGHT INFORMATION CAN BE FOUND IN THE ARCHITECTURAL PLANS

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   PROVIDED: 64 FULL SIZE EXTERIOR SPACES
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IMPERVIOUS SURFACES	1.978± ACS	
OPEN SPACE	0.915± ACS	
WETLANDS	1.370± ACS	
TOTAL	4.263± ACS	

PROPOSED:		
IMPERVIOUS SURFACES	49,771± SF	1.126± ACS
BUILDING COVERAGE	53,451± SF	1.226± ACS
OPEN SPACE	81,438± SF	1.924± ACS
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    REQUIRED: 4,130 SF = (41,296 SF OF PARKING AREA * 10%)
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24. SOILS: ON–SITE SOIL TYPES ARE BASED ON NRCS WEB SOIL SURVEY. SEE SOIL MAP FOR LOCATIONS
    SOIL TYPE: TP–TRANSQUAKING AND MISPILLION SOILS, VERY FREQUENTLY FLOODED, TIDAL
    UP–URBAN LAND
    UwA–UDORTHENTS, WET SUBSTRATUM, 0 TO 2 PERCENT SLOPES
25. AMSF: PER MEMORANDUM TITLED "THE BATTERY – 427 W. 7TH STREET (PROTOCOL TAX PARCEL #2101400400) AREA WIDE STUDY FEE (AMSF) AND OFF–SITE IMPROVEMENTS" DATED JULY 22, 2024: THE DEVELOPER SHALL PAY THE AREA WIDE STUDY FEE IN LIEU OF DOING A TRAFFIC IMPACT STUDY (TIS) AND IMPROVE THE STATE–MAINTAINED ROADS ON WHICH THEY FRONT (W. 7TH STREET, NEW CASTLE ROAD 378), WITHIN LIMITS OF THEIR FRONTAGE.
26. ACCESS EASEMENT: PER PRELIMINARY SUBDIVISION PLAT, GENERAL ACCESS EASEMENT IS HEREBY GRANTED THROUGH PARCEL 1A TO PARCEL 1B FOR MEANS OF INGRESS, EGRESS, EMERGENCY ACCESS, AND MAINTENANCE.

CERTIFICATION OF PLAN APPROVAL

APPROVED _____ BY _____
DATE — PLANNING COMMISSION CHAIR, PLANNING COMMISSION, CITY OF NEW CASTLE

APPROVED _____ BY _____
DATE — CITY BUILDING OFFICIAL, CITY OF NEW CASTLE

RECORDATION

APPROVED FOR RECORDATION
BY CITY OF NEW CASTLE RESOLUTION NUMBER _____

DATE: _____ ATTEST: _____

RETURN TO: CITY OF NEW CASTLE
CITY ADMINISTRATION BUILDING
220 DELAWARE STREET
NEW CASTLE, DE 19720

RECORDED _____ IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, IN INSTRUMENT NUMBER _____

PROJECT NAME: The Battery, 427 West 7th Street	ZONE: DG - Downtown Gateway
Permitted Uses	Multi-Family Dwelling

Lot Area Table	Existing Lot Areas		Proposed Lot Areas	
Existing T.P.#21-014.00-400	185,680 SF	4.263 Ac.		
Proposed Parcel 1A	-	-	124,931 SF	2.868 Ac.
Proposed Parcel 1B	-	-	51,838 SF	1.190 Ac.
Proposed Parcel 1C	-	-	8,912 SF	0.205 Ac.
Total	185,680 SF	4.263 Ac.	185,680 SF	4.263 Ac.

PROJECT NAME: The Battery, 427 West 7th Street	ZONE: DG - Downtown Gateway
Existing Uses	Commercial
Permitted Uses	Multi-Family Dwelling
Investment Level Area	Level 5

	Required	Existing	TP#21-014.00-400 Parcel 1A	Parcel 1B	Parcel 1C
Min. Lot Area	3,000 SF	185,672 SF	124,931 SF	51,838 SF	8,912 SF
Min. Lot Width	25 FT	210.0 FT	210.0 FT	360.0 FT	63.5 FT
Max. Street Yard	25 FT	34 FT	25 FT	N/A	25 FT
Setback: Side Yard	10 FT	N/A	10.0 FT	N/A	N/A
Rear Yard	10 FT	N/A	10.0 FT	N/A	N/A
Max. Impervious Coverage	80%	46.5%	62.1%[1]	0%	35.5%
Max. Building Height	45 FT	N/A	< 45 FT	N/A	< 45 FT
Max Building Footprint	40,000 SF	N/A	9,260 SF	N/A	199 SF
Max Residential Density	10 units per acre	N/A		36 units per Acre*	

[1] Max. Impervious Coverage (Development acreage includes Parcels 1B and 1C, which are undevelopable parcels)

Zoning Variances Granted (Board of Adjustment's Date of Decision: February 9, 2023)
§ 230-21.1.C.(1)(a) - BUILDING FOOTPRINT SHALL NOT EXCEED 40,000 SQUARE FEET
§ 230-1 - MINIMUM AREA FOR PROPOSED PARKING SPACE
§ 230-28.A(15)(c) - PARKING REQUIREMENTS FOR SPECIFIC USES
§ 230-28.C - OFF-STREET LOADING SPACE
§ 230-21.1(b) – RESIDENTIAL DENSITY* (Development acreage includes Parcels 1B and 1C, which are undevelopable parcels)

LOCATION MAP
SCALE: 1"=1000'

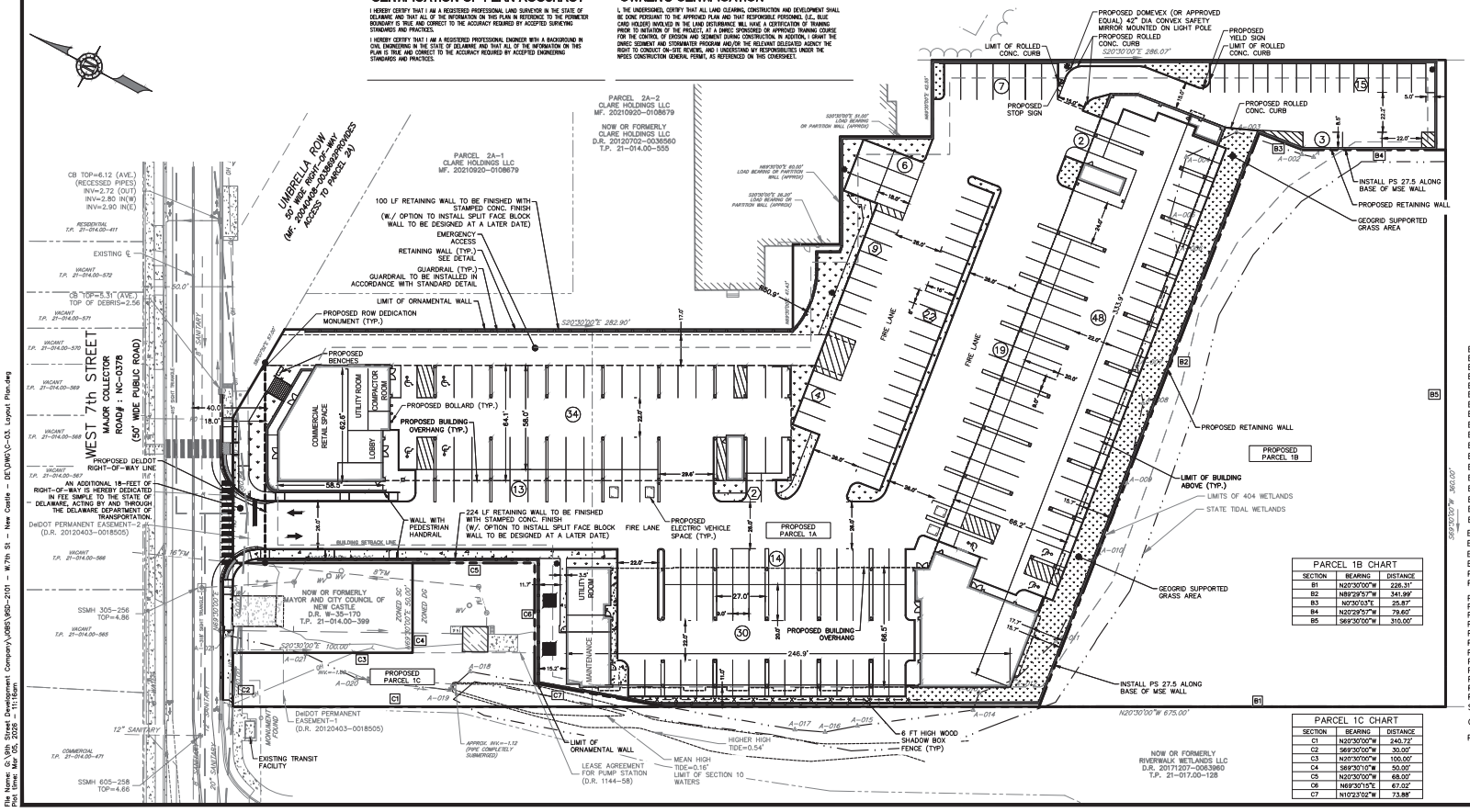
CERTIFICATION OF PLAN ACCURACY

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF DELAWARE AND THAT ALL OF THE INFORMATION ON THIS PLAN IN REFERENCE TO THE PERIMETER BOUNDARY IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY ACCEPTED SURVEYING STANDARDS AND PRACTICES.

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER WITH A BACKGROUND IN CIVIL ENGINEERING IN THE STATE OF DELAWARE AND THAT ALL OF THE INFORMATION ON THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY ACCEPTED ENGINEERING STANDARDS AND PRACTICES.

OWNER'S CERTIFICATION

I, THE UNDERSIGNED, CERTIFY THAT ALL LAND CLEARING, CONSTRUCTION AND DEVELOPMENT SHALL BE DONE PURSUANT TO THE APPROVED PLAN AND THAT RESPONSIBLE PERSONNEL (I.E., BLUE CARD HOLDER) INVOLVED IN THE LAND DISTURBANCE WILL HAVE A CERTIFICATION OF TRAINING PRIOR TO INITIATION OF THE PROJECT, AT A DNREC SPONSORED OR APPROVED TRAINING COURSE FOR THE CONTROL OF EROSION AND SEDIMENT DURING CONSTRUCTION. IN ADDITION, I GRANT THE DNREC SEDIMENT AND STORMWATER PROGRAM AND/OR THE RELEVANT DELEGATED AGENCY THE RIGHT TO CONDUCT ON–SITE REVIEWS, AND I UNDERSTAND MY RESPONSIBILITIES UNDER THE NPDES CONSTRUCTION GENERAL PERMIT, AS REFERENCED ON THIS COVERSHEET.



PARCEL 1B CHART		
SECTION	BEARING	DISTANCE
B1	N20°30'00"W	226.31'
B2	N89°29'57"W	341.99'
B3	N0°30'03"E	25.87'
B4	N20°29'57"W	79.60'
B5	S69°30'00"W	310.00'

PARCEL 1C CHART		
SECTION	BEARING	DISTANCE
C1	N20°30'00"W	240.72'
C2	S69°30'00"W	30.00'
C3	N20°30'00"W	100.00'
C4	S69°30'10"W	50.00'
C5	N20°30'00"W	68.00'
C6	N69°30'15"E	67.02'
C7	N10°23'02"W	73.88'

GEOMETRY, SIGNAGE & STRIPING NOTES:

1. ALL SIGNAGE TO BE POSTED IN ACCORDANCE WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION–FEDERAL HIGHWAY ADMINISTRATION, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS (MUTCD), LATEST EDITION.
2. ALL CURB AND SIDEWALKS SHALL CONFORM TO STATE AND FEDERAL BARRIER FREE DESIGN STANDARDS.
3. ALL SIDEWALK RAMPS MARKED FOR TO HAVE DETECTABLE WARNING SURFACE INSTALLED IN ACCORDANCE WITH ADA REGULATIONS. ALL DETECTABLE WARNING STRIPS SHALL BE REPLACEABLE WET–SET OR EQUIVALENT. SURFACE MOUNT OR STICK ON WARNING STRIPS ARE NOT PERMITTED UNLESS NOTED OTHERWISE.
4. ALL PROPOSED CURBING TO BE VERTICAL BELGIUM BLOCK, UNLESS OTHERWISE NOTED.
5. ALL CONNECTIONS WITH EXISTING PAVEMENTS, CURBS, SIDEWALKS, ETC SHALL BE SAW CUT.
6. ALL CONTRACTORS MUST CALL THE MISS UTILITY OF DELAWARE (800–282–8555) IN ACCORDANCE WITH THE UNDERGROUND FACILITIES CONTROL ACT LAW PRIOR TO ANY SUBSURFACE ACTIVITY.
7. ALL STOP BARS SHALL BE 24" WIDE WHITE THERMO PLASTIC STRIPE. ALL OTHER STRIPING MAY BE EPOXY.
8. REFER TO ARCHITECT'S PLANS FOR BUILDING ELEVATIONS AND FLOOR PLANS.
9. RAILINGS FOR BUILDING STEPS AND PORCHES ARE SHOWN ON THE ARCHITECTURAL PLANS. PLEASE REFER TO THE ARCHITECTURAL PLANS FOR MORE INFORMATION.
10. ALL SOLID WASTE SHALL BE STORED WITHIN TRASH ENCLOSURE FOR DISPOSAL IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
11. ALL PROPOSED ONSITE CURB SHALL BE CONCRETE WITH A 6 INCH REVEAL (SEE CONSTRUCTION DETAILS).
12. THE CONTRACTORS WORK SHALL BE IN CONFORMANCE WITH DELDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION.
13. ALL PAVEMENT STRIPING SHALL BE THERMOPLASTIC UNLESS OTHERWISE DIRECTED BY THE OWNER.
14. PROPOSED STREETSCAPE IMPROVEMENTS AND THE FINISHED RETAINING WALL SHALL BE IN PLACE PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY BY THE CITY.

LEGEND

EXISTING BOUNDARY
EXISTING INTERIOR BOUNDARY
EXISTING BUILDING
EXISTING BUILDING OVERHANG
EXISTING BUILDING INTERIOR
EXISTING WETLANDS
EXISTING CURB
EXISTING SANITARY SEWER MANHOLE
EXISTING SANITARY SEWER CLEANOUT
EXISTING INLET
EXISTING WATER VALVE
EXISTING SPRINKLER BOX
EXISTING WATER METER PIT
EXISTING FIRE HYDRANT
EXISTING FIRE DEPARTMENT CONNECTION
EXISTING GAS VALVE
EXISTING UTILITY POLE
EXISTING UTILITY POLE W/ LIGHT
EXISTING FENCELINE
EXISTING LIGHT POLE
EXISTING SIGNAGE
EXISTING ZONING BOUNDARY
PROPOSED CURB
PROPOSED SIDEWALK
PROPOSED PAINT
PROPOSED BUILDING
PROPOSED BUILDING ABOVE
PROPOSED SIGN
PROPOSED TREE PIT
PROPOSED FENCELINE
PROPOSED UNDERGROUND ELEC.
PROPOSED SANITARY
PROPOSED WATER
PROPOSED TYPE A RETAINING WALL
PROPOSED TYPE B RETAINING WALL
PROPOSED GABION WALL
STANDARD 180 SF PARKING SPACE
COMPACT 128 SF PARKING SPACE
PROPOSED LANDSCAPING

20 0 30 60 90
30 10
GRAPHIC SCALE
1 inch = 30 feet

DATE	REVISIONS	DRAWN BY	CHECKED BY
2/06/26	REVISED PER PLANNING COMMISSION LETTER	TCW	WFW
1/09/26	REVISED PER LAYOUT CHANGES	JMM	TCW

DRAWN BY: TCW	CHECKED BY: WFW	RELEASED BY:
DATE: 11/19/25	HORIZONTAL SCALE: 1"=40'	VERTICAL SCALE: N/A
PROJECT No.: 95SD–2101	DRAWING NAME: C–03. Layout Plan.dwg	

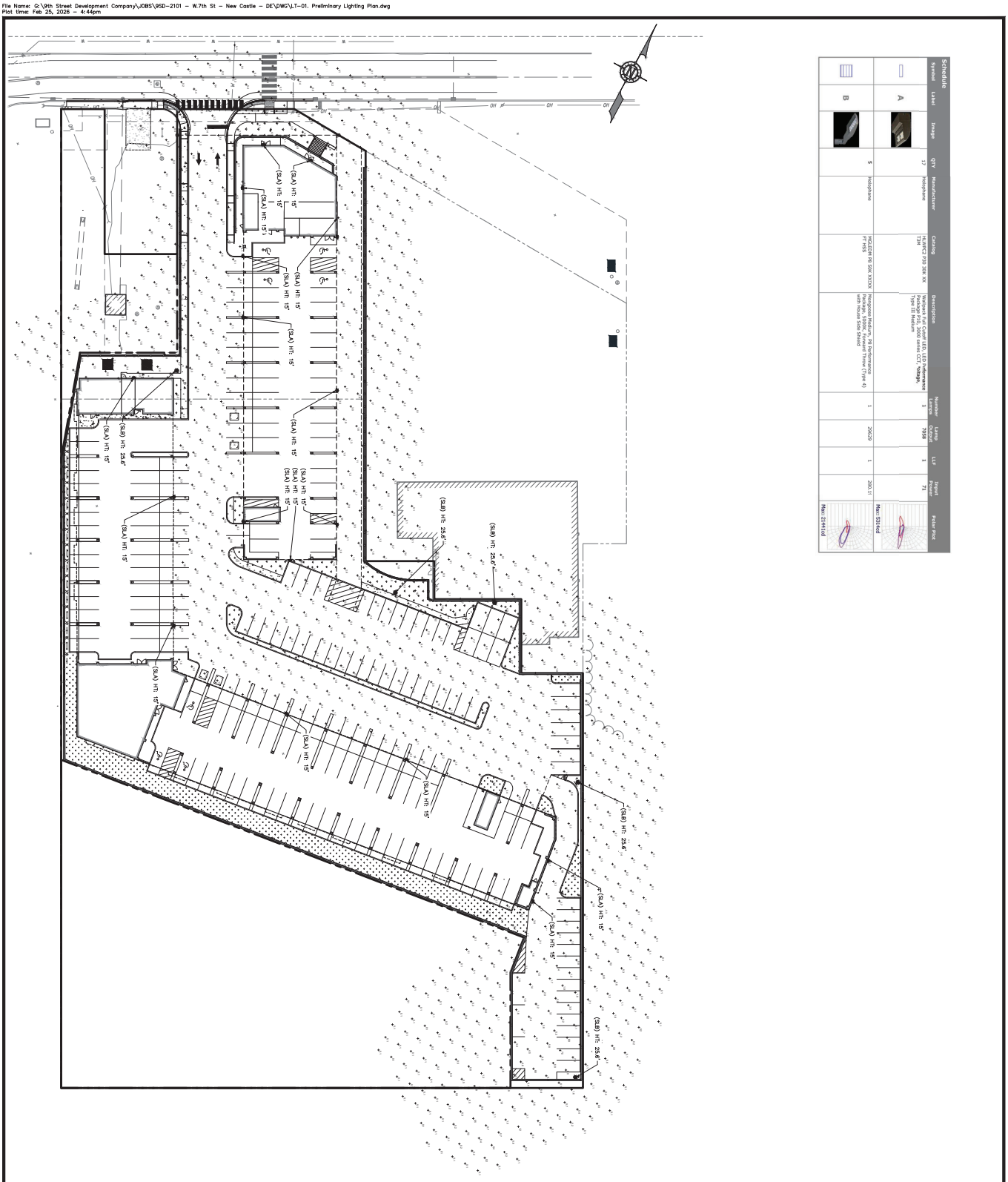
427 W. 7TH STREET
MULTI–FAMILY APARTMENT DEVELOPMENT
SITE PLAN
PARCEL NO. 21–014.00–400
SITUATED IN
CITY OF NEW CASTLE, NEW CASTLE COUNTY, DELAWARE

McAtlantic Engineering Services, LLC
321 West State Street
Media, PA 19063
610-565-0020

Sheet Number
C-03

File Name: G:\95 West Street Development Company\JOBS\95SD–2101 – W.7th St – New Castle – DE\DWG\C–03. Layout Plan.dwg
Plotted: Mar 06, 2026 – 11:19am

File Name: G:\9th Street Development Company\JOBS\9SD-2101 - W.7th St - New Castle - DE\DWG\LT-01. Preliminary Lighting Plan.dwg
Plot time: Feb 25, 2026 - 4:44pm



Schedule

Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Total Power	Polar Plot
	B		5	Holophane	PFMCC-F20-30K-XX-T3M	Pathway Cutoff LED, LED Wattage Package P10, 3000 series CCT, Voltage, Type III Medium	1	7088	1	71	Max: 2144 cd
	A		17	Holophane	PFMSCC-F8-50K-XXXXX-T1-HSS	Micropower Outdoor Pole Performance Luminaire, 5000K, Type I Medium with House Side Shield	1	2963	1	280.11	Max: 3314 cd

MidAtlantic Engineering Partners, Inc
321 West State Street
Media, PA 19063
610-565-0020

Sheet Number
LT-01

427 W. 7TH STREET
MULTI-FAMILY APARTMENT DEVELOPMENT
LIGHTING PLAN
PARCEL NO. 21-014.00-400
SITUATED IN
CITY OF NEW CASTLE, NEW CASTLE COUNTY, DELAWARE

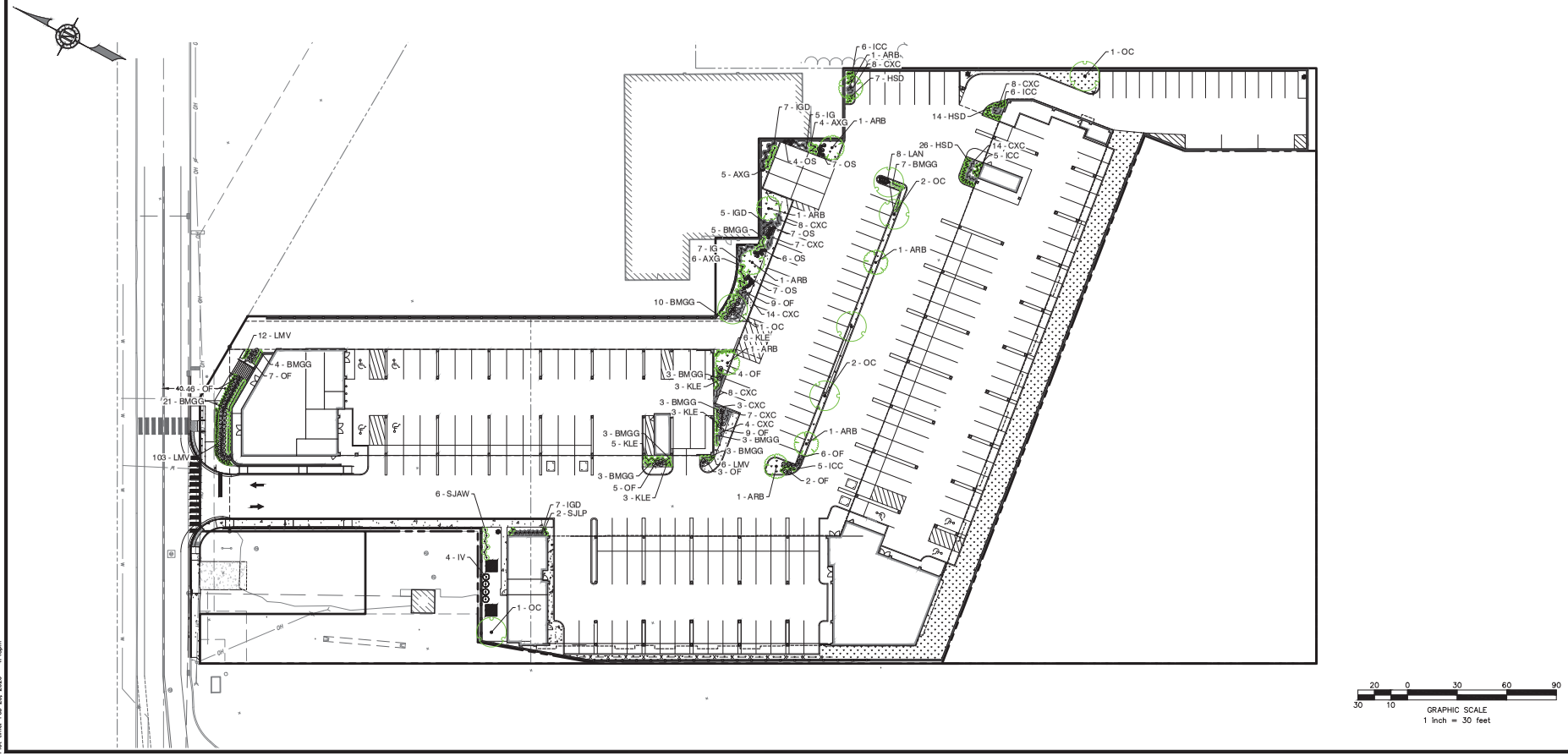
WILLIAM F. WENDLING LICENSE No. 11998 DELAWARE PROFESSIONAL ENGINEER

DRAWN BY: JRN	CHECKED BY: WFW	RELEASED BY:
DATE: 09/20/23	HORIZONTAL SCALE: 1"=30'	VERTICAL SCALE: N/A
PROJECT No.: 9SD-2101		
DRAWING NAME: LT-01. Preliminary Lighting Plan.dwg		

DATE	REVISIONS	DRAWN BY	CHECKED BY
2/06/26	REVISED PER PLANNING COMMISSION LETTER	TCW	WFW
1/09/26	REVISED PER LAYOUT CHANGES	JMM	TCW

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
DECIDUOUS SHRUBS						
IV	4	ILEX VERTICILLATA 'SPARKLEBERRY'	WINTERBERRY HOLLY	18-24" HT.	B&B	15-18' SPREAD
SJAW	6	SPIRAEA JAPONICA `ANTHONY WATERER`	JAPANESE SPIREA	30-36"	B&B	28-24" SPREAD
SJLP	2	SPIRAEA JAPONICA `LITTLE PRINCESS`	LITTLE PRINCESS JAPANESE SPIREA	30-36"	B&B	DROUGHT TOLERANT PLANT
EVERGREEN SHRUBS						
BMGG	65	BUXUS MICROPHYLLA X SEMPERVIRENS 'GREEN GEM'	GREEN GEM BOXWOOD	36-42"	B&B	
ICC	22	ILEX CRENATA `COMPACTA`	DWARF JAPANESE HOLLY	18-24" HT.	B&B	
IG	12	ILEX GLABRA `COMPACTA`	COMPACT INKBERRY	18-24" HT.	B&B	
IGD	19	ILEX GLABRA `DENSA`	INKBERRY HOLLY	30-36"	B&B	NATIVE PLANT SPECIES
KLE	20	KALMIA LATIFOLIA 'ELF'	ELF DWARF MOUNTAIN LAUREL	18-24" HT.	2 GAL.	NATIVE PLANT SPECIES
FLOWERING SHRUBS						
AXG	15	ABELIA X GRANDIFLORA	GLOSSY ABELIA	18-24" HT.	B&B	
RAIN GARDEN PLANT						
OS	31	OENOTHERA SPECIOSA	MEXICAN EVENING PRIMROSE	2 GAL.	POT	
DECIDUOUS TREES						
ARB	8	ACER RUBRUM `BOWHALL`	BOWHALL MAPLE	2-21/2" CAL.	B&B	COLUMNAR MAPLE
OC	7	OSTRYA CARPINIFOLIA	EUROPEAN HOPHORNBEAM	2-21/2" CAL.	B&B	8-10' HT., SINGLE TRUNK
PERENNIAL						
HSD	47	HEMEROCALLIS 'STELLA D'ORO'	STELLA D' ORO DAYLILY	1 GAL.	POT	MATURE HT. 3-4`
LMV	121	LIRIOPE MUSCARI `VARIEGATA`	VARIEGATED LIRIOPE	6" POT	POT	
FLOWERING SHRUB						
CXC	81	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'	BLUE MIST BLUEBEARD	2 GAL.	POT	
PERENNIAL						
OF	91	OENOTHERA FRUTICOSA	SUNDROPS	2 GAL.	POT	
PERRENIAL						
LAN	8	LAVANDULA ANGUSTIFOLIA	ENGLISH LAVENDER	1 GAL.	POT	



DATE	REVISIONS	DRAWN BY	CHECKED BY
2/06/26	REVISED PER PLANNING COMMISSION LETTER	TCW	WFW
1/09/26	REVISED PER LAYOUT CHANGES	JAM	TCW

DRAWN BY: TCW
CHECKED BY: WFW
RELEASED BY:
DATE: 09/20/23
HORIZONTAL SCALE: 1"=30'
VERTICAL SCALE: N/A
PROJECT No.: 95D-2101
DRAWING NAME: LT-02. Preliminary Landscaping Plan.dwg

MATTHEW F. WENDINGER No. 11998 STATE OF DELAWARE PROFESSIONAL ENGINEER

427 W. 7TH STREET
MULTI-FAMILY APARTMENT DEVELOPMENT
LANDSCAPING PLAN
PARCEL NO. 21-014.00-400
SITUATED IN
CITY OF NEW CASTLE, NEW CASTLE COUNTY, DELAWARE

MidAtlantic Engineering | Environmental | Surveying
321 West State Street
Media, PA 19063
610-565-0020

Sheet Number
LT-02

File Name: G:\Wm. Street Development Company\95D5\95D-2101 - W.7th St - New Castle - DEV\DWG\LT-02. Preliminary Landscaping Plan.dwg
Plot Date: Feb 26, 2026 - 4:29pm

RESOLUTION NO. 2026-17

A Resolution Approving
a Subdivision Plan for
NCCo. Tax Parcel No. 21-014.00-400
(427 W. Seventh Street, "The Battery")

WHEREAS, JAKSN LLC has applied to the City of New Castle for subdivision approval for the property located at 427 W. Seventh Street, known as New Castle County Tax Parcel Number 21-014.00-400, and known further as "The Battery"; and

WHEREAS, the purpose of this subdivision is to create three (3) lots as shown on that certain plan set prepared by MidAtlantic Engineering Partners, LLC last dated February 6, 2026, which is attached here as "Exhibit A"; and

WHEREAS, the Building Official has determined that the application is in conformity with the Subdivision and Zoning Regulations of the City of New Castle and recommended to City Council that the Subdivision Plan be approved; and

WHERAS, the Planning Commission has also reviewed the application and determined that it is in conformity with the Subdivision and Zoning Regulations of the City of New Castle and recommends to City Council that the Subdivision Plan be approved.

NOW, THEREFORE BE IT RESOLVED that the application of JAKSN LLC for subdivision approval for the property located within the municipal limits of the City of New Castle at 427 W. Seventh Street, known as New Castle County Tax Parcel Numbers 21-014.400, as shown on that certain plat prepared by MidAtlantic Engineering Partners, LLC, last dated February 6, 2026, said plat being attached here as "Exhibit A" reflecting such subdivision, is approved and such plat shall be entitled to be recorded in the Office of the Recorder of Deeds, in and for New Castle County, State of Delaware. The applicant shall record the Subdivision within 45 days of the date of this Resolution and inform the Building Official of recordation. Failure to record the Subdivision within the aforementioned time frame shall render this Resolution null and void.

BE IT FURTHER RESOLVED that said approval is granted upon the following conditions:

a) The property owner, its successors and assigns, agrees to comply with applicable subdivision and zoning code regulations of the City of New Castle should it elect to build or alter improvements on any lot. Recording of this plat does not ensure or guarantee constructability. Complete building permit applications meeting all applicable City, State and Federal regulations must be submitted to and approved by the City prior to obtaining building permits.

PASSED this ___ day of ____ 2026

VOTE: _____

_____
Suzanne Souder, City Council President

_____
Nermin Zubaca, Councilperson

_____
Joseph F. Day, III, Councilperson

_____
Brian Mattaway, Councilperson

_____
Andrew H. Zeltt, Councilperson

Attest:

_____
iane el ado City Cler

PROJECT NAME: The Battery 427 West 7TH Street	ZONE: DG - Downtown Gateway	
Permitted Uses	Multi-Family Dwelling	
Lot Area Table		
	Existing Lot Areas	Proposed Lot Areas
Existing T.P.#21-014.00-400	185,680 SF / 4.263 Ac.	
Proposed Parcel 1A	- / -	124,931 SF / 2.868 Ac.
Proposed Parcel 1B	- / -	51,838 SF / 1.190 Ac.
Proposed Parcel 1C	- / -	8,912 SF / 0.205 Ac.
Total	185,680 SF / 4.263 Ac.	185,680 SF / 4.263 Ac.

PROJECT NAME: The Battery 427 West 7TH Street	ZONE: DG - Downtown Gateway		
Permitted Uses	Multi-Family Dwelling		
		TP#21-014.00-400	
	Required	Parcel 1B	Complies
Min. Lot Area	3,000 SF	51,838 SF	Yes
Min. Lot Width	25 FT	> 25 FT	Yes

PROJECT NAME: The Battery 427 West 7TH Street	ZONE: DG - Downtown Gateway		
Permitted Uses	Multi-Family Dwelling		
		TP#21-014.00-400	
	Required	Parcel 1C	Complies
Min. Lot Area	3,000 SF	8,912 SF	Yes
Min. Lot Width	25 FT	63.5 FT	Yes
Max. Street Yard	25 FT	25 Ft	Yes
Setback: Side Yard	10 FT	N/A	Yes
Rear Yard	10 FT	N/A	Yes
Max. Impervious Coverage	80%	4.7%	Yes
Max. Building Height	45 FT	< 45 FT	Yes

NOTES:

1. GENERAL ACCESS EASEMENT IS HEREBY GRANTED THROUGH PARCEL 1A TO PARCEL 1B FOR MEANS OF INGRESS, EGRESS, EMERGENCY ACCESS, AND MAINTENANCE.

2. A BLANKET EASEMENT AOROSS TAX PARCEL 21-014.00-399 IS PROPOSED FOR ACCESS TO PARCEL 1C FOR MEANS OF INGRESS, EGRESS, EMERGENCY ACCESS, AND MAINTENANCE.

3. EXISTING 20' WIDE ACCESS EASEMENT AS RECORDED PER DOCUMENT #20240716-0045893 TO BE EXTINGUISHED.

PROJECT NAME: The Battery 427 West 7TH Street	ZONE: DG - Downtown Gateway		
Permitted Uses	Multi-Family Dwelling		
		TP#21-014.00-400	
	Required	Parcel 1A	Complies
Min. Lot Area	3,000 SF	125,221 SF	Yes
Min. Lot Width	25 FT	130 FT	Yes
Max. Street Yard	25 FT	25 Ft	Yes
Setback: Side Yard	10 FT	10.0 FT	Yes
Rear Yard	10 FT	10.0 FT	Yes
Max. Impervious Coverage	80%	62.1%[1]	Yes
Max. Building Height	45 FT	< 45 FT	Yes
Max Building Footprint	40,000 SF	9,200 SF	Yes
Max Residential Density	10 units per acre	36 units per acre*	Yes

[1] Max. Impervious Coverage (Development acreage includes Parcels 1B and 1C, which are undevelopable parcels)

Zoning Variances Granted (Board of Adjustment's Date of Decision: February 9, 2023)
§ 230-21.1.C.(1)(a) - BUILDING FOOTPRINT SHALL NOT EXCEED 40,000 SQUARE FEET
§ 230-1 - MINIMUM AREA FOR PROPOSED PARKING SPACE
§ 230-28.A(15)(a) – PARKING REQUIREMENTS FOR SPECIFIC USES
§ 230-28.C - OFF-STREET LOADING SPACE
§ 230-21.1(B) – RESIDENTIAL DENSITY* (Development acreage includes Parcels 1B and 1C, which are undevelopable parcels)

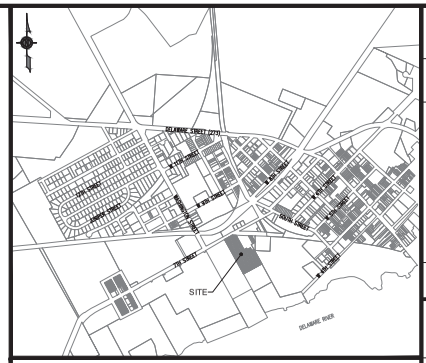
SITE DATA

1. PURPOSE OF THIS PLAN: TO CREATE THREE (3) PROPOSED PARCELS FROM TP #21-014.00-400
2. OWNER ADDRESS: JAKSN LLC, 427 WEST 7TH STREET, NEW CASTLE, DE 19720
3. PROPERTY ADDRESS: 427 WEST 7TH STREET, NEW CASTLE, DE 19720 — 39.658590, -75.572921 NORTHWEST PROP. CORNER
4. TAX PARCEL NUMBER: 21-014.00-400
5. AREA OF PARCEL: 4.2626 ± ACRES (PER VANDEMARK & LYNCH, INC. ALTA/NSPS LAND TITLE SURVEY PLAN)
6. ZONING: DG – DOWNTOWN GATEWAY

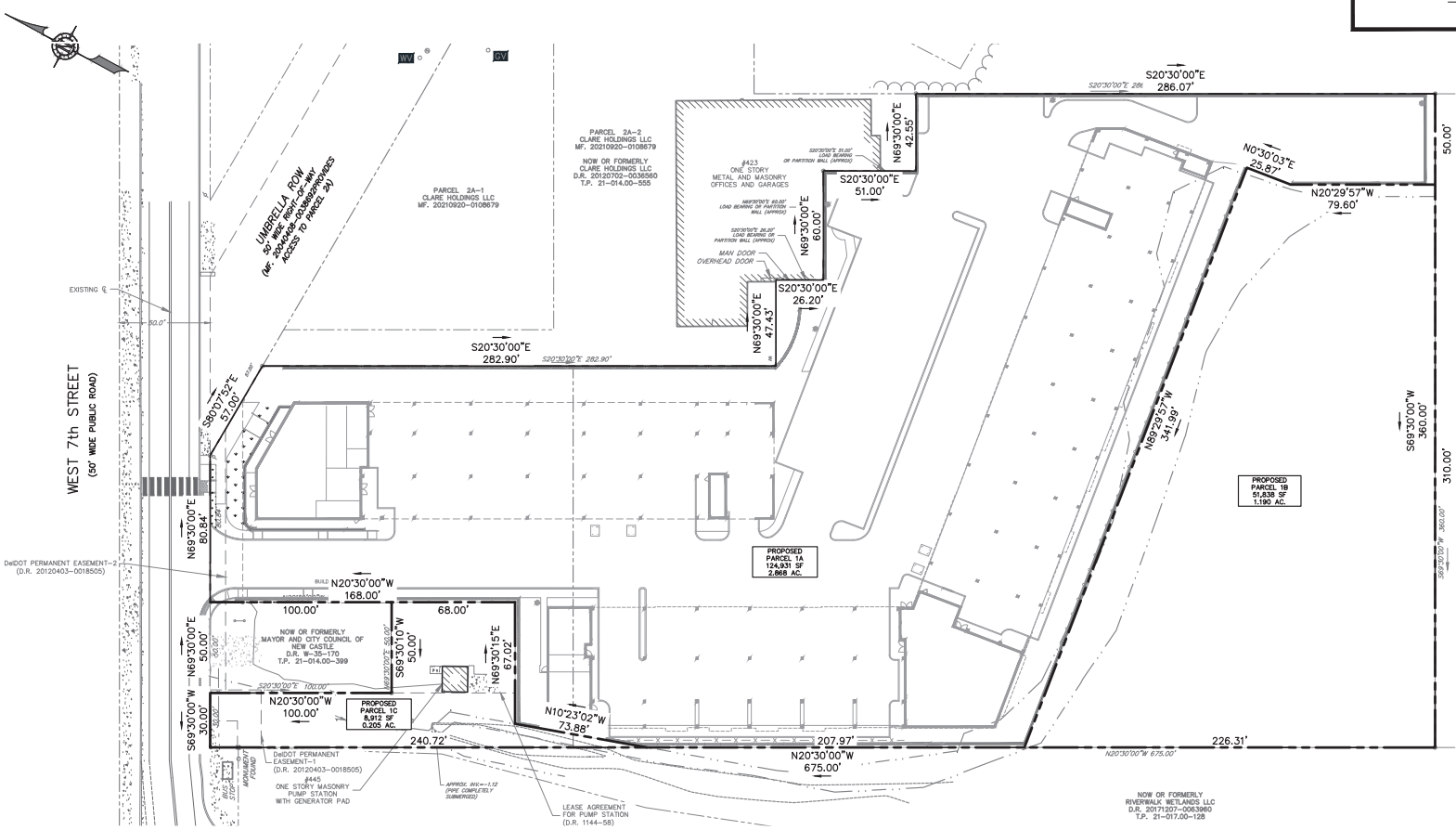
LOT AREA	LOT WIDTH	STREET YARD	SIDE YARD	REAR YARD	BUILDING HEIGHT
3,000 SF	25'	25' MAX	10'	10'	*45'

*BUILDING ELEVATION AND HEIGHT INFORMATION CAN BE FOUND IN THE ARCHITECTURAL PLANS

7. DEED REFERENCE: DEED INSTRUMENT NO.: 20140404-0013663
8. LOTS: 1 EXISTING LOT; 3 PROPOSED LOTS
9. DATE OF SURVEY: DECEMBER 16-23, 2021 BY VANDEMARK & LYNCH, INC.
10. DATUM: VERTICAL – NAVD 88; HORIZONTAL – DEED BEARING SYSTEM; BENCHMARK – SQUARE CUT ON END OF CONCRETE GENERATOR PAD. ELEVATION = 35.82'
11. FLOODPLAIN: THIS PROPERTY LIES WITHIN 100-YEAR ZONE "AE" FLOODPLAIN ACCORDING TO THE FEMA NATIONAL FLOOD INSURANCE RATE MAP, NUMBER 10003C0162K, WITH AN EFFECTIVE DATE OF FEBRUARY 4, 2015 AND REVISED TO REFLECT LOMR 25-03-0504P EFFECTIVE: NOVEMBER 13, 2025. THE BASE FLOODPLAIN ELEVATION FOR THE SITE IS 10.0'.
12. WETLANDS: WETLANDS WERE FOUND TO EXIST ON THE SITE. THE LIMIT OF WETLAND LINES SHOWN ON THIS PLAN WERE ESTABLISHED BY WATERSHED ECO LLC IN FEBRUARY & MARCH OF 2022.



LOCATION MAP
SCALE: 1"=1000'



CERTIFICATION OF PLAN APPROVAL

APPROVED _____ BY _____
DATE — PLANNING COMMISSION CHAIR, PLANNING COMMISSION, CITY OF NEW CASTLE

APPROVED _____ BY _____
DATE — CITY BUILDING OFFICIAL, CITY OF NEW CASTLE

RECORDATION

APPROVED FOR RECORDATION
BY CITY OF NEW CASTLE RESOLUTION NUMBER _____

DATE: _____ ATTEST: _____

RETURN TO: CITY OF NEW CASTLE
CITY ADMINISTRATION BUILDING
220 DELAWARE STREET
NEW CASTLE, DE 19720

RECORDED _____ IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, IN INSTRUMENT NUMBER _____

CERTIFICATION OF PLAN ACCURACY

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF DELAWARE AND THAT ALL OF THE INFORMATION ON THIS PLAN IN REFERENCE TO THE PERIMETER BOUNDARY IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY ACCEPTED SURVEYING STANDARDS AND PRACTICES.

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER WITH A BACKGROUND IN CIVIL ENGINEERING IN THE STATE OF DELAWARE AND THAT ALL OF THE INFORMATION ON THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY ACCEPTED ENGINEERING STANDARDS AND PRACTICES.

OWNER'S CERTIFICATION

I, THE UNDERSIGNED, CERTIFY THAT ALL LAND CLEARING, CONSTRUCTION AND DEVELOPMENT SHALL BE DONE PURSUANT TO THE APPROVED PLAN AND THAT RESPONSIBLE PERSONNEL (I.E., BLUE CARD HOLDER) INVOLVED IN THE LAND DISTURBANCE WILL HAVE A CERTIFICATION OF TRAINING PRIOR TO INITIATION OF THE PROJECT, AT A DNREC SPONSORED OR APPROVED TRAINING COURSE FOR THE CONTROL OF EROSION AND SEDIMENT DURING CONSTRUCTION. IN ADDITION, I GRANT THE DNREC SEDIMENT AND STORMWATER PROGRAM AND/OR THE RELEVANT DELEGATED AGENCY THE RIGHT TO CONDUCT ON-SITE REVIEWS, AND I UNDERSTAND MY RESPONSIBILITIES UNDER THE NPDES CONSTRUCTION GENERAL PERMIT, AS REFERENCED ON THIS COVERSHEET.

LEGEND

- PROJECT BOUNDARY
- PROPOSED PROPERTY LINE
- EXISTING EASEMENT LINE
- EXISTING WETLANDS LINE
- EXISTING WETLANDS FLAG
- EXISTING BUILDING
- EXISTING SANITARY SEWER LINE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING FENCELINE
- EXISTING LIGHT POLE

GRAPHIC SCALE
1 inch = 30 feet

DATE	REVISIONS	DRAWN BY	CHECKED BY
2/06/26	REVISED PER PLANNING COMMISSION LETTER	TCW	WFW
1/09/26	REVISED PER LAYOUT CHANGES	JMM	TCW

DRAWN BY: JKK
DATE: 04/16/24
CHECKED BY: WFW
HORIZONTAL SCALE: 1"=30'
VERTICAL SCALE: N/A
RELEASED BY:
PROJECT No.: 95D-2101
DRAWING NAME: 95-Preliminary Subdivision Plat.dwg

427 W. 7TH STREET
MULTI-FAMILY APARTMENT DEVELOPMENT
SUBDIVISION PLAT
PARCEL NO. 21-014.00-400
SITUATED IN
CITY OF NEW CASTLE, NEW CASTLE COUNTY, DELAWARE

McAtlantic Engineering Services, LLC
321 West State Street
Media, PA 19063
610-565-0020

Sheet Number
SP-01

File Name: G:\Wp\Street Development Company\JOBS\95D-2101 - W.7th St - New Castle - DE\DWG\95-Preliminary Subdivision Plat.dwg
Plot Date: Mar 27, 2026 - 10:54am

RESOLUTION NO. 2026-18

A Resolution Approving The First Amended and Restated Cross Access and Maintenance Easement Agreement Benefiting The Battery Site Plan

WHEREAS, on July 16, 2024 City Council approved a Cross Access and Maintenance Agreement with JAKSN, LLC concerning access to and from a New Castle County pump station adjacent to the pending The Battery development project; and

WHEREAS, this approved Cross Access and Maintenance Easement Agreement was recorded in the Office of the Recorder of Deeds in and for the State of Delaware, New Castle County, on July 16, 2024 at Instrument Number 20240716-0045893; and

WHEREAS, subsequent to recording the approved Cross Access and Maintenance Easement Agreement, the parties determined that a blanket easement over the City-owned property (instead of a more specific easement), to be assigned to New Castle County, was appropriate; and

WHERAS, the parties to the Cross Access and Maintenance Easement Agreement desire to amend the easement and record the First Amended and Restated Cross Access and Maintenance Easement Agreement, as shown in the attached Exhibit "A", and City Council desires to approve the same.

NOW, THEREFORE BE IT RESOLVED that City Council does hereby approve the First Amended and Restated Cross Access and Maintenance Easement Agreement, said document being attached here as "Exhibit A," and City Council further instructs city staff to take such action necessary to finalize, execute, and record said Agreement.

BE IT FURTHER RESOLVED that said approval is conditioned upon New Castle County also approving said First Amended and Restated Cross Access and Maintenance Easement Agreement.

PASSED this ___ day of ____ 2026

VOTE: _____

_____
Suzanne Souder, City Council President

_____
Nermin Zubaca, Councilperson

_____
Joseph F. Day, III, Councilperson

_____
Brian Mattaway, Councilperson

_____
Andrew H. Zeltt, Councilperson

Attest:

_____
iane el ado City Cler

Tax Parcel Nos:
21-014.00-399 & -400

20240716-0045893
P: 1 of 11 F:$178.00
7/16/2024 11:17:48 AM
Michael E. Kozikowski T20240025793
New Castle Recorder EASEMENT
CA: $0.00 State: $0.00

Prepared By and Return To:
John E. Tracey, Esquire
Young Conaway Stargatt & Taylor, LLP
1000 N. King Street
Wilmington, DE 19801

CROSS ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS CROSS ACCESS AND MAINTENANCE EASEMENT AGREEMENT (the "Agreement") is made this 16th day of July, 2024 by and between **THE CITY OF NEW CASTLE,** a municipal corporation of the State of Delaware, its successors and assigns (collectively, the "Grantor"), and **JAKSN, LLC**, a Delaware limited liability company, its successors and assigns (collectively, the "Grantee") (The Grantor and Grantee are collectively known herein as the "Parties").

WHEREAS, Grantor is the owner of that certain lot, piece or parcel of land situate in the City of New Castle, New Castle County, State of Delaware, containing approximately 0.11 acres of land, more or less, as more particularly bounded and described in that certain Deed of record in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware (the "Recorder's Office") at Deed Book 35, Page 170 (the "Grantor's Land"); and

WHEREAS, Grantee is the owner of that certain adjacent lot, piece or parcel of land situate in the City of New Castle, New Castle County, State of Delaware, containing approximately 4.26 acres of land, more or less, as more particularly bounded and described in that certain Deed of record in the Recorder's Office at Instrument No. 20140404-Deed Book 35, Page 170 (the "Grantee's Land") (the Grantor's Land and the Grantee's Land are sometimes individually referred to herein as the "Land" and collectively as the "Lands") ; and

WHEREAS, the Grantee's Land is proposed to be developed with a mixed-use project containing, among other things, 152 apartment units, 2,040 square feet of retail space, as well as associated amenity spaces, parking spaces, drive aisles and stormwater management facilities (collectively, the "Project"); and

WHEREAS, the Grantee's Land also contains, through a lease with New Castle County dated February 6, 1991 (the "Lease"), a Sanitary Sewer Pump Station and related infrastructure (collectively, the "Pump Station"), including a sanitary sewer force main that exits the Pump Station and traverses the Grantor's Land before connecting with the existing sanitary sewer system; and

WHEREAS, the Lease, among other things, required New Castle County to install landscape screening along the northerly and westerly sides of the Pump Station, and

WHEREAS, the Pump Station was, until at least 2011, accessed through a driveway provided across the Grantor's Land; and

WHEREAS, sometime prior to 2016, this access was, for reasons unknown, relocated to the Grantee's Land; and

WHEREAS, pursuant to the Project, and consistent with the City's stated goal to ensure future development accounts for the anticipated sea level rise in accordance with the 2020 Comprehensive Plan of the City of New Castle (the "Comp Plan"), the raising of the Grantee's Land in accordance with the Comp Plan will necessitate relocating the access to the Pump Station to the Grantor's Land; and

WHEREAS, the parties hereto desire to establish certain access maintenance easements, covenants, restrictions and rights and to impose certain obligations and responsibilities with respect to a twenty foot (20') wide access easement (the "Access Easement") across Grantor's Land for the construction and maintenance of a driveway (the "Driveway") for the use and benefit of Grantee's Land, together with creating and imposing certain covenants relating to the use and enjoyment of such easements as more fully set forth below. The Access Easement is shown on Exhibit "A" attached hereto and made a part hereof (the "Easement Plan"), and is more particularly depicted, bounded and described on Exhibit "B" attached hereto and made a part hereof (the "Access Easement Area").

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT the Parties do hereby covenant and declare that they shall hold and stand seized of the Lands described above under and subject to the following easements, covenants and agreements, which shall be covenants running with the land and which shall be binding upon the Parties hereto, their successors and assigns, for the benefit of the owners of the Lands as set forth herein.

1. Grant of Access Easement. Grantee, together with its contractors, occupants, agents, servants, licensees or invitees (collectively, the "Permittees") shall have, at all times, a non-exclusive and perpetual easement, right and privilege of passage and use, both pedestrian and vehicular, in, to, upon and over the Driveway, the Access Easement and the Access Easement Area.

2. Use and Standard of Care of Access Easement. The Access Easement shall be for the sole purpose of permitting ingress, egress, and regress to and from the Pump Station to the public right of way known as 7th Street as shown on the Easement Plan. Nothing in this Agreement shall be construed or interpreted to permit Grantee or its Permittees to use, access or otherwise trespass upon any other portion of the Grantor's Land except as provided in this

Agreement. The Grantee, for itself and its Permittees, agrees to exercise reasonable care in the use and enjoyment of the Access Easement and Access Easement Area under this Agreement. Any access to and use of the Access Easement and Access Easement Area under this Agreement shall comply with all applicable laws, regulations, ordinances, laws and similar enactments, by and from any city, county, state or federal agency or body having jurisdiction over the Lands.

3. Construction of the Driveway. Grantee shall be solely responsible for the design and construction of the Driveway, including, but not limited to, the acquisition of all required permits from the City of New Castle and the State of Delaware (DelDOT) to construct and connect the Driveway to 7th Street. All construction plans for the Driveway shall be subject to the review and approval of the New Castle City Department of Public Works, which approval shall not be unreasonably withheld, conditioned or delayed.

4 (a). Maintenance of Easement. All reasonable costs and expenses necessary for the maintenance, repair, replacement of the Driveway and appurtenant services, including, but not limited to snow plowing and periodic sealing (collectively the "Maintenance") shall be the sole responsibility of Grantee as provided for herein. Any Maintenance of the Driveway or the Access Easement Area required by the City of New Castle or any other governmental agency having jurisdiction thereof shall be deemed to be prima facie reasonably required and necessary for the purpose of this Agreement. All Maintenance shall conform to applicable City of New Castle, New Castle County and State of Delaware laws.

(b). Dispute Resolution Process. All disputes arising among the Parties from time to time regarding their respective rights, liabilities, duties and responsibilities under this Agreement, to the extent the Parties cannot mutually resolve the same by agreement between themselves, shall be resolved by arbitration pursuant to the provisions of this subparagraph and shall not be the subject of any legal action or lawsuit instituted by any such Land owner except as otherwise expressly provided herein. Such arbitration shall be initiated by notice of arbitration from one Party to the other Party and shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("the Arbitration Rules"), and shall take place in the City of New Castle, Delaware, or such other location as the Parties shall agree to. The notice from the initiating Party shall be in accordance with the Arbitration Rules and the arbitration itself shall be conducted by three arbitrators, each of whom shall be selected from the panel of the American Arbitration Association; provided, however, that one such arbitrator must be engaged as an attorney at law in the State of Delaware with at least seven (7) years of experience as a real estate attorney. The Parties shall abide by and observe the Arbitration Rules and, further, shall honor any decision rendered by the arbitrators pursuant to the provision of this Agreement and pursuant to the Arbitration Rules. The award and decision of the three arbitrators made pursuant to the provisions of this Agreement with respect to any aspect of the Maintenance and pursuant to the Arbitration Rules shall be final and binding upon each Party and no appeal shall be allowed from any such award or decision. Furthermore, any Party to the arbitration shall be entitled to seek legal action in any court having proper jurisdiction to enforce any decision or determination or award made by the arbitrators pursuant to the provisions of this Agreement and the cost of such arbitration

shall be borne between the Parties as the three arbitrators shall decide. Notwithstanding anything contained herein to the contrary, any decision by the arbitrator regarding any other dispute under this Agreement, other than disputes as to Maintenance, may be appealed by an aggrieved Party who shall have the right to initiate, file or pursue any legal or equitable cause or action or claim in a court of competent jurisdiction.

5. No Obstructions. Grantor shall not erect, cause, or permit to be caused, the erection or growth of, or permit or suffer to remain upon the Driveway or the Access Easement Area any growth, building, structure, or other object or improvement extending or encroaching into, upon or over the Driveway or Access Easement Area, or undertake as to unreasonably create any interference, or make it difficult, or otherwise restrict, inhibit, or impede the use and enjoyment of any portion of the Driveway (the "Obstruction") by Grantee or its Permittees entitled to the use thereto under this Agreement. In addition, notwithstanding anything provided above, the Grantor shall not be obligated or required to trim, cut or prune any specimen tree existing on Grantor's Land as of the date of this Agreement or subsequently planted on Grantor's Land that is adjacent to or whose limbs or branches extend over the Driveway or the Access Easement Area; provided such tree (and its canopy or branches) does not constitute an Obstruction as contemplated and defined above.

6. Damages to Driveway. Notwithstanding anything contained herein to the contrary, any and all damage, repairs, maintenance and/or replacements to any section or portion of the Driveway or Access Easement Area (including but not limited to landscaping, grass, trees or other vegetation) which arises from the use of the Driveway or Utility Easement by Grantee or its Permittees or any construction related vehicles or equipment used during the construction, renovation, maintenance, repair or other similar type of activity pertaining to the Pump Station (collectively the "Damages") shall be borne solely and exclusively by the Grantee.

7. Landscaping. Grantee shall install landscape screening required of New Castle County in the Lease and shall, with the consent of New Castle County, install such additional landscape screening around the Pump Station that will not otherwise interfere with the use of and access to the Pump Station by New Castle County. To the extent not prohibited by New Castle County, such landscape screening can, with the Grantor's express written consent, be planted on the Grantor's Land.

8. Indemnification. Grantee shall be obligated to indemnify and hold harmless Grantor from and against any loss, cost or liability of any kind or nature (including reasonable attorneys' fees) arising out of Grantee or its Permittees acts or omissions with respect to the use and enjoyment of the Driveway. Grantee shall carry adequate comprehensive general liability insurance with respect to its use and enjoyment of the Driveway.

9. Nature of Covenants. The rights and covenants hereunder shall inure to the benefit of and the obligations imposed hereunder shall bind the Parties, their successors and assigns and to all subsequent owners of the Lands and shall be considered easements and covenants

running with the land for the benefit of the respective owners of the Lands, and their respective Permittees and to any purchaser or purchasers at any foreclosure sale under any mortgage or mortgages now or hereinafter imposed on the Lands, or any part thereof, and to any bank, lender, lending institution or other mortgagee, or any assignees or grantees thereof who may at any time accept a deed from the owner or owners of the Lands, or any part thereof, as may be conveyed by a deed in lieu of foreclosure.

9. Notices. Any notices required to be given hereunder should be sent by certified mail, return receipt requested to the mailing address of the respective Land owner or such other address as the Parties may provide from time to time by a written notice in the manner set forth in this paragraph.

10. Governing Law. This Declaration shall be governed by, and construed under the laws of the State of Delaware.

11. Severability. If any term or provision of this Agreement or application thereof to any entity or person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than such term or provision to persons or circumstances other than those as to which is held invalid or enforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. Entire Agreement/Amendments. The foregoing real covenants are hereby imposed for the benefit of Grantor and Grantee and their successors and assigns, and this Agreement may not be modified, altered, amended, changed or supplemented, in whole or in part, nor may any obligations hereunder be waived, except by the written agreement of the Parties hereto. Any such modification, alteration, amendment, change or supplement shall be evidenced by a recorded instrument in the Recorder's Office.

13. No Third Party Beneficiaries. Except as otherwise expressly provided for above, this Agreement shall not constitute or create rights in any other person or entity not a party hereto, or create obligations or impose responsibilities upon any such persons or entities not a party to this Agreement.

IN WITNESS WHEREOF, the Grantor and Grantee have set their respective hand and seal the day and year aforesaid.

WITNESS:

GRANTOR:
CITY OF NEW CASTLE, DELAWARE

By: _____ (SEAL)
Print name: Antonina Tantillo
Title: City Administrator

WITNESS:

GRANTEE:
JAKSN, LLC

By: _____ (SEAL)
Print name: Arkish Patel
Title: Owner

STATE OF DELAWARE)
)ss.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, that on this 29th day of May, 2024 personally came before me, the Subscriber, a Notary Public for the State of Delaware, _____, City Admin. of the City of New Castle, Delaware, a municipal corporation of the state of Delaware, party to this Indenture, known to me personally to be such and acknowledged this Indenture to be his or her act and deed and the authorized act and deed of said entity.

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

LaToya Justice (Seal)
Notary Public
Print Name: LaToya Justice
My Commission Expires: Upon Office

LaToya A Justice
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Upon Office

STATE OF DELAWARE)
)ss.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, that on this 1st day of April, 2024 personally came before me, the Subscriber, a Notary Public for the State of Delaware, Amish Patel, Owner of JAKSN, LLC, a Delaware limited liability company, party to this Indenture, known to me personally to be such and acknowledged this Indenture to be his or her act and deed and the authorized act and deed of said entity.

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

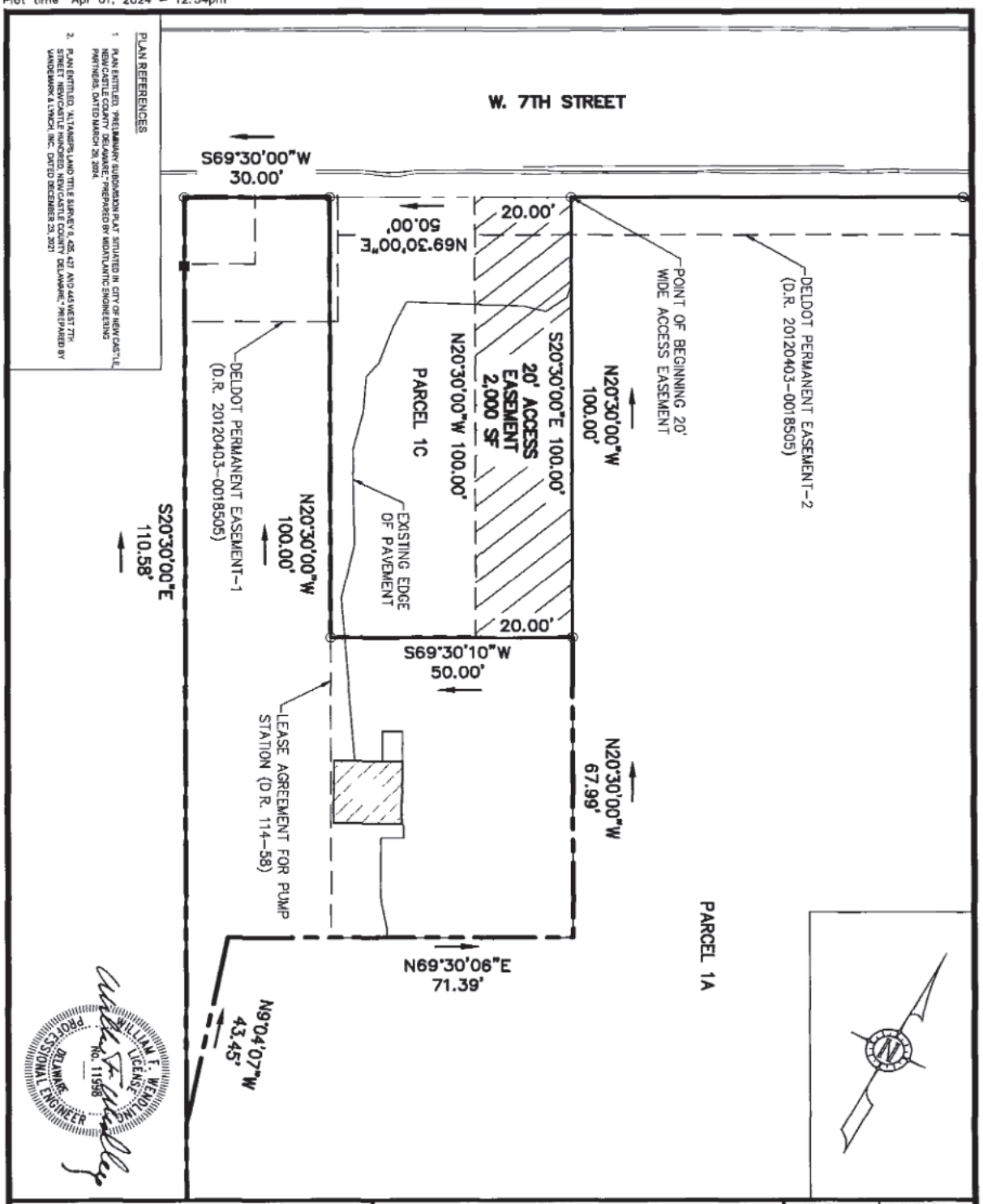
Rebecca Ashton Parsons
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 12/08/24

_____ (Seal)
Notary Public
Print Name: Rebecca Ashton Parsons
My Commission Expires: 12/8/24

REBECCA ASHTON PARSONS
MY COMMISSION EXPIRES 12/08/2024
NOTARY PUBLIC
STATE OF DELAWARE

EXHIBIT A

File Name G:\9th Street Development\JOBS\9SD-2101 - W 7th St - New Castle - DE\DWG\98-Access Easement Exhibit.dwg
Plot time Apr 01, 2024 - 12:54pm



MidAtlantic
Engineering Partners

EXHIBIT TO ACCOMPANY
DEED RECORDING
PUMP HOUSE ACCESS EASEMENT
PARCEL NO. 21-014.00-400

SITUATED IN
CITY OF NEW CASTLE, NEW CASTLE COUNTY, DELAWARE

DRAWN BY:	CHECKED BY:
TCW	WFW
HORIZONTAL SCALE: 1"=20'	VERTICAL SCALE: N/A
PROJECT No. 9SD-2101	
DATE: 3/29/2024	

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EXHIBIT B

MidAtlantic
Engineering Partners

March 29, 2024 9SD-2101

DESCRIPTION
20' WIDE ACCESS EASEMENT

ON A PORTION OF T.P. 21-014.00-399

SITUATED IN

CITY OF NEW CASTLE, NEW CASTLE COUNTY, DELAWARE

All that certain tract of land situated in the City of New Castle, described as "20' Access Easement" as shown on a plan entitled "Exhibit to Accompany Deed Recording, Pump House Access Easement" Sheet 1 of 1, Project Number 9DS-2101, dated March 29, 2024.

BEGINNING at a point on the southerly right of way line of West 7th Street (50 foot wide public road), said point being the common corner of lands now or formerly Mayor and City Council of New Castle T.P. 21-014.00-399 and Proposed Parcel 1A (formerly part of T.P. 21-014.00-400), thence from said point of beginning.

1. On the common line between lands now or formerly Mayor and City Council of New Castle T.P. 21-014.00-399 and Proposed Parcel 1A, South 20 degrees 30 minutes 00 seconds East, the distance of 100.00 feet to a point on the same, said point also being a common corner of said lands now or formerly Mayor and City Council of New Castle T.P. 21-014.00-399 and Proposed Parcel 1C (formerly part of T.P. 21-014.00-400), thence;
2. On the common line between said lands now or formerly Mayor and City Council of New Castle T.P. 21-014.00-399 and Proposed Parcel 1C, South 69 degrees 30 minutes 00 seconds West, the distance of 20.00 feet to a point on the same, thence;
3. Continuing on a course through said lands now or formerly Mayor and City Council of New Castle T.P. 21-014.00-399, North 20 degrees 30 minutes 00 seconds West, the distance of 100.00 feet to a point on the aforementioned southerly right of way line of West 7th street, thence;
4. Continuing along said right of way line, North 69 degrees 30 minutes 00 seconds East, the distance of 20.00 feet to the point and place of beginning.

Containing 2,000 S.F. or 0.05 Acres of land more or less.

WILLIAM F. WENDLING
LICENSE
No. 11998
DELAWARE
PROFESSIONAL ENGINEER

Prepared By:

MidAtlantic Engineering Partners

William F. Wendling, P.E.
Professional Engineer
Delaware License No. 11998

321 West State Street ◆ Media, PA 19063
Phone: 610.565.0020 ◆ Web: www.midatlanticeng.com

Tax Parcel Nos:
21-014.00-399 & -400

Prepared By and Return To:
John E. Tracey, Esquire
Young Conaway Stargatt & Taylor, LLP
1000 N. King Street
Wilmington, DE 19801

FIRST AMENDED AND RESTATED CROSS ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS CROSS ACCESS AND MAINTENANCE EASEMENT AGREEMENT (the "Amended Agreement") is made this ____ day of _____, 2026 by and between **THE CITY OF NEW CASTLE,** a municipal corporation of the State of Delaware, its successors and assigns (collectively, the "Grantor"), **JAKSN, LLC**, a Delaware limited liability company, its successors and assigns (collectively, the "Grantee"), and **NEW CASTLE COUNTY**, a political subdivision of the State of Delaware, its successors and assigns (collectively, the Assignee") (The Grantor, Grantee and Assignee are collectively known herein as the "Parties").

WHEREAS, Grantor is the owner of that certain lot, piece or parcel of land situate in the City of New Castle, New Castle County, State of Delaware, containing approximately 0.11 acres of land, more or less, as more particularly bounded and described in that certain Deed of record in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware (the "Recorder's Office") at Deed Book 35, Page 170 (the "Grantor's Land"); and

WHEREAS, Grantee is the owner of that certain adjacent lot, piece or parcel of land situate in the City of New Castle, New Castle County, State of Delaware, containing approximately 4.26 acres of land, more or less, as more particularly bounded and described in that certain Deed of record in the Recorder's Office at Instrument No. 20140404-Deed Book 35, Page 170 (the "Grantee's Land") (the Grantor's Land and the Grantee's Land are sometimes individually referred to herein as the "Land" and collectively as the "Lands") ; and

WHEREAS, the Grantee's Land contains, through a lease with Assignee dated February 6, 1991 (the "Lease"), a Sanitary Sewer Pump Station and related infrastructure, including a sanitary sewer force main that exits the Pump Station and traverses the Grantor's Land before connecting with the existing sanitary sewer system as well as the gravity sewer influent piping (collectively, the "Pump Station"); and

WHEREAS, the Grantee's Land is proposed to be developed with a mixed-use project containing, among other things, 152 apartment units, 2,040 square feet of retail space, as well as

associated amenity spaces, parking spaces, drive aisles and stormwater management facilities (collectively, the "Project"); and

WHEREAS, the Lease, among other things, required New Castle County to install landscape screening along the northerly and westerly sides of the Pump Station, and

WHEREAS, the Pump Station was, until at least 2011, accessed through a driveway provided across the Grantor's Land; and

WHEREAS, sometime prior to 2016, this access was, for reasons unknown, relocated to the Grantee's Land; and

WHEREAS, pursuant to the Project, and consistent with the City's stated goal to ensure future development accounts for the anticipated sea level rise in accordance with the 2020 Comprehensive Plan of the City of New Castle (the "Comp Plan"), the raising of the Grantee's Land in accordance with the Comp Plan will necessitate relocating the access to the Pump Station to the Grantor's Land; and

WHEREAS, Grantor and Grantee previously established certain access and maintenance easements, covenants, restrictions and rights and imposed certain obligations and responsibilities with respect to a twenty foot (20') wide access easement across Grantor's Land for the construction and maintenance of a driveway for the use and benefit of Grantee's Land, together with creating and imposing certain covenants relating to the use and enjoyment of such easements as set forth in that certain Cross Access and Maintenance Easement Agreement dated July 16, 2024 and of record in the Recorder's Office at Instrument No. 20240716-0045893 (the "Original Easement"); and

WHEREAS, Grantor and Grantee desire to amend the easement to expand the previously identified easement area to encompass the entirety of Grantor's Land, as well as to provide for the timely assignment of the easement to Assignee; and

WHEREAS, Grantor and Grantee desire to impose upon said Lands and to bind themselves, their respective successors, assigns, and the future owners of said parcels of Land, to certain covenants as more fully set forth herein below.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Original Easement is hereby amended and modified in accordance with the provisions contained hereinafter. The terms and provisions of the Original Easement are hereby deleted in their entirety and inserted in their place is the following new Amended Agreement:

1. Grant of Access Easement. Grantee and Assignee, together with their contractors, occupants, agents, servants, licensees or invitees (collectively, the "Permittees") shall have, at all times, a non-exclusive and perpetual blanket easement (the "Access Easement"), right and privilege of passage and use, both pedestrian and vehicular, in, to, upon and over Grantor's Land and the Driveway, as defined below (collectively, the "Access Easement Area"), for the purposes described herein.

2. Use and Standard of Care of Access Easement. The Access Easement shall be for the sole purpose of permitting ingress, egress, and regress to and from the Pump Station to the public right of way known as 7th Street as shown on the Easement Plan. Nothing in this Agreement shall be construed or interpreted to permit Grantee, Assignee or their respective Permittees to use, access or otherwise trespass upon any other portion of the Grantor's Land except as provided in this Agreement. The Grantee and the Assignee, for themselves and their Permittees, agree to exercise reasonable care in the use and enjoyment of the Access Easement and Access Easement Area under this Agreement. Any access to and use of the Access Easement and Access Easement Area under this Agreement shall comply with all applicable laws, regulations, ordinances, laws and similar enactments, by and from any city, county, state or federal agency or body having jurisdiction over the Lands.

3. Construction of the Driveway. Grantee, with the approval of Assignee, whose approval shall not be unreasonably withheld, conditioned or delayed, shall be responsible for the design and construction of the Driveway, including, but not limited to, the acquisition of all required permits from the City of New Castle and the State of Delaware (DelDOT) to construct and connect the Driveway to 7th Street. All construction plans for the Driveway shall be subject to the review and approval of the New Castle City Department of Public Works, which approval shall not be unreasonably withheld, conditioned or delayed. Construction of the Driveway shall be substantially in accordance with Exhibit A attached hereto and made a part hereof and shall be completed to Assignee's satisfaction prior to Grantee or its assigns obtaining any certificate of occupancy from Grantor.

4 Maintenance of Easement. All reasonable costs and expenses necessary for the maintenance, repair, replacement of the Driveway and appurtenant services, including, but not limited to snow plowing and periodic sealing (collectively the "Maintenance") shall be the sole responsibility of Assignee following the Construction of the Driveway as provided for herein. Any Maintenance of the Driveway or the Access Easement Area required by the City of New Castle or any other governmental agency having jurisdiction thereof shall be deemed to be prima facie reasonably required and necessary for the purpose of this Agreement. All Maintenance shall conform to applicable City of New Castle, New Castle County and State of Delaware laws.

5. No Obstructions. Grantor shall not erect, cause, or permit to be caused, the erection or growth of, or permit or suffer to remain upon the Driveway or the Access Easement Area any growth, building, structure, or other object or improvement extending or encroaching

into, upon or over the Driveway or Access Easement Area, or undertake as to unreasonably create any interference, or make it difficult, or otherwise restrict, inhibit, or impede the use and enjoyment of any portion of the Driveway (the "Obstruction") by Grantee, Assignee or their respective Permittees entitled to the use thereto under this Agreement. In addition, notwithstanding anything provided above, the Grantor shall not be obligated or required to trim, cut or prune any specimen tree existing on Grantor's Land as of the date of this Agreement or subsequently planted on Grantor's Land that is adjacent to or whose limbs or branches extend over the Driveway or the Access Easement Area; provided such tree (and its canopy or branches) does not constitute an Obstruction as contemplated and defined above.

6. Damages to Driveway. Notwithstanding anything contained herein to the contrary, any and all damage, repairs, maintenance and/or replacements to any section or portion of the Driveway or Access Easement Area (including but not limited to landscaping, grass, trees or other vegetation) which arises from the use of the Driveway by Grantee, Assignee or their respective Permittees or any construction related vehicles or equipment used during the construction, renovation, maintenance, repair or other similar type of activity pertaining to the Pump Station (collectively the "Damages") shall be borne solely and exclusively by the Party who is responsible for such Damages.

7. Landscaping. Grantee shall install and maintain landscape screening required of New Castle County in the Lease and shall, with the consent of Assignee, install and maintain such additional landscape screening around the Pump Station that will not otherwise interfere with the use of and access to the Pump Station by Assignee. To the extent not prohibited by Assignee, such landscape screening can, with the Grantor's express written consent, be planted on the Grantor's Land. Grantee understands that Assignee will not be responsible for any maintenance to or replacement of landscaping installed by Grantee, regardless if the landscaping is damaged by Assignee when accessing the Pump Station.

8. Indemnification. Following construction and approval of the driveway by Assignee, Assignee shall be obligated to indemnify and hold harmless Grantor from and against any loss, cost or liability of any kind or nature (including reasonable attorneys' fees) arising out of Assignee or its Permittees acts or omissions with respect to the use and enjoyment of the Access Easement.

9. Nature of Covenants. The rights and covenants hereunder shall inure to the benefit of and the obligations imposed hereunder shall bind the Parties, their successors and assigns and to all subsequent owners of the Lands and shall be considered easements and covenants running with the land for the benefit of the respective owners of the Lands, and their respective Permittees and to any purchaser or purchasers at any foreclosure sale under any mortgage or mortgages now or hereinafter imposed on the Lands, or any part thereof, and to any bank, lender, lending institution or other mortgagee, or any assignees or grantees thereof who may at any time accept a deed from the owner or owners of the Lands, or any part thereof, as may be conveyed by a deed in lieu of foreclosure.

10. Notices. Any notices required to be given hereunder should be sent by certified mail, return receipt requested to the mailing address of the respective Landowner or such other address as the Parties may provide from time to time by a written notice in the manner set forth in this paragraph.

11. Governing Law. This Declaration shall be governed by and construed under the laws of the State of Delaware.

12. Severability. If any term or provision of this Agreement or application thereof to any entity or person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Entire Agreement/Amendments. The foregoing real covenants are hereby imposed for the benefit of Grantor and Grantee and their successors and assigns, and this Agreement may not be modified, altered, amended, changed or supplemented, in whole or in part, nor may any obligations hereunder be waived, except by the written agreement of the Parties hereto. Any such modification, alteration, amendment, change or supplement shall be evidenced by a recorded instrument in the Recorder's Office.

14. No Third-Party Beneficiaries. Except as otherwise expressly provided for above, this Agreement shall not constitute or create rights in any other person or entity not a party hereto, or create obligations or impose responsibilities upon any such persons or entities not a party to this Agreement.

15. Assignment. Grantee may assign this Amended Agreement to the entity intended to be the owner and developer of the Grantee's Land and the Project, in which event such assignee shall be entitled to all benefits of and be subject to all obligations of Grantee hereunder. Following the construction of the Driveway by the Grantee, or its assignee, and acceptance by Assignee, Grantee, or its assignee, shall assign all of its right, title and interest in the Access Easement and the Access Easement Area to Assignee, provided, however, that Grantee, or its assignee, shall retain those rights and obligations specifically assigned to it in this Agreement.

Signature page(s) follow

IN WITNESS WHEREOF, the Parties hereto have set their respective hand and seal the day and year aforesaid.

WITNESS:

_____

GRANTOR:
CITY OF NEW CASTLE, DELAWARE

By:_____(SEAL)
Print name:_____
Title:_____

WITNESS:

_____

GRANTEE:
JAKSN, LLC

By:_____(SEAL)
Print name:_____
Title:_____

WITNESS:

_____

ASSIGNEE:
NEW CASTLE COUNTY

By:_____(SEAL)
Print name:_____
Title:_____

STATE OF DELAWARE)
)ss.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, that on this ____ day of _____, 2026 personally came before me, the Subscriber, a Notary Public for the State of Delaware, _____, _____ of the City of New Castle, Delaware, a municipal corporation of the state of Delaware, party to this Indenture, known to me personally to be such and acknowledged this Indenture to be his or her act and deed and the authorized act and deed of said entity.

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

_____(Seal)
Notary Public
Print Name:_____
My Commission Expires:_____

STATE OF DELAWARE)
)ss.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, that on this _____ day of _____, 2026 personally came before me, the Subscriber, a Notary Public for the State of Delaware, _____, _____ of JAKSN, LLC, a Delaware limited liability company, party to this Indenture, known to me personally to be such and acknowledged this Indenture to be his or her act and deed and the authorized act and deed of said entity.

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

_____(Seal)
Notary Public
Print Name:
My Commission Expires:

STATE OF DELAWARE)
)ss.
COUNTY OF NEW CASTLE)

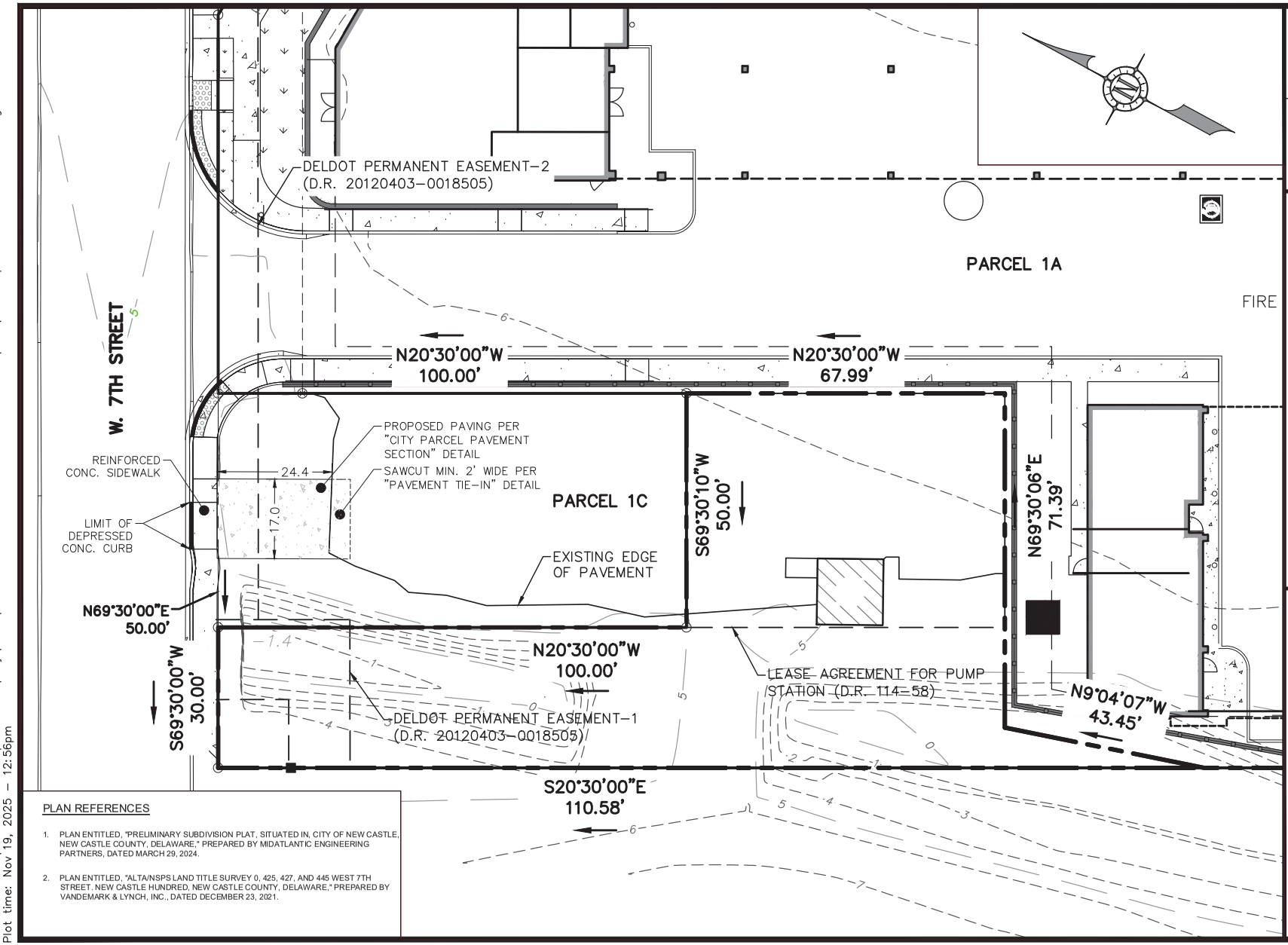
BE IT REMEMBERED, that on this ____ day of _____, 2026 personally came before me, the Subscriber, a Notary Public for the State of Delaware, _____, _____ of New Castle County, a political subdivision of the state of Delaware, party to this Indenture, known to me personally to be such and acknowledged this Indenture to be his or her act and deed and the authorized act and deed of said entity.

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

_____(Seal)
Notary Public
Print Name:
My Commission Expires:

EXHIBIT A

EXHIBIT A



PLAN REFERENCES

1. PLAN ENTITLED, "PRELIMINARY SUBDIVISION PLAT, SITUATED IN, CITY OF NEW CASTLE, NEW CASTLE COUNTY, DELAWARE," PREPARED BY MIDATLANTIC ENGINEERING PARTNERS, DATED MARCH 29, 2024.
2. PLAN ENTITLED, "ALTA/NSPS LAND TITLE SURVEY 0, 425, 427, AND 445 WEST 7TH STREET. NEW CASTLE HUNDRED, NEW CASTLE COUNTY, DELAWARE," PREPARED BY VANDEMARK & LYNCH, INC., DATED DECEMBER 23, 2021.

DRAWN BY: TCW	CHECKED BY: WFW		
HORIZONTAL SCALE: 1"=20'	VERTICAL SCALE: N/A		
PROJECT No.: 9SD–2101			
DATE: 11/19/2025			

EXHIBIT FOR PUMP HOUSE ACCESS PARCEL NO. 21-014.00-400

SITUATED IN
CITY OF NEW CASTLE, NEW CASTLE COUNTY, DELAWARE

MidAtlantic
Engineering Partners

2026B Briggs Rd, Suite 300
Mt. Laurel Twp, NJ 08054
609-910-4450

1971 Highway 34, Suite 201
Wall Township, NJ 07719
732-722-5899

321 W. State Street
Media, PA 19063
610-565-0020

26 Washington St, 3rd Floor
Morristown, NJ 07960
973-715-8652

Certificate of Authorization No. 24GA28184000

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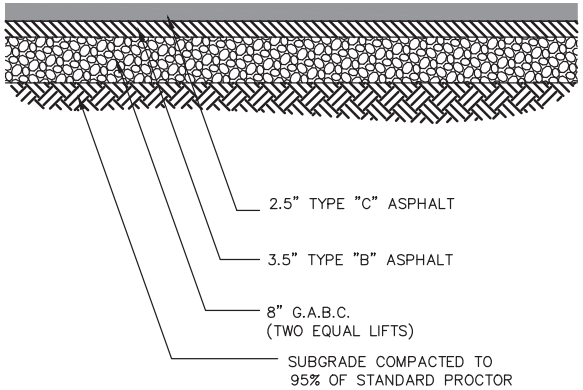
File Name: G:\9th Street Development Company\JOBS\9SD-2101 - W.7th St - New Castle - DE\DWG\97-Pump House Access Exhibit.dwg
Plot time: Nov 19, 2025 - 12:56pm

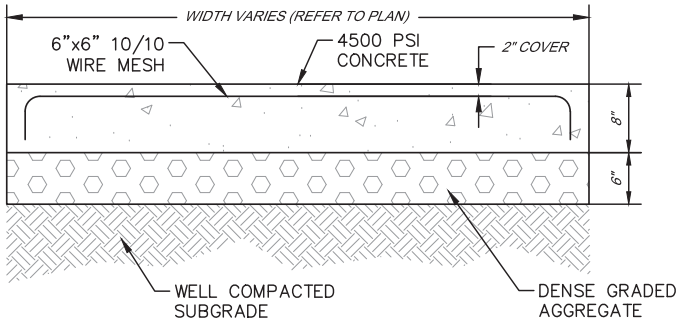


NOTES:

1. SAWCUT LIMITS OF PAVEMENT RESTORATION, PROVIDE BUTT-JOINT WHERE MATCHING NEW PAVEMENT WITH EXISTING.
2. THIS PAVEMENT SECTION SHALL ALSO BE USED FOR PAVED GROUND FLOOR AREAS OF BUILDINGS.

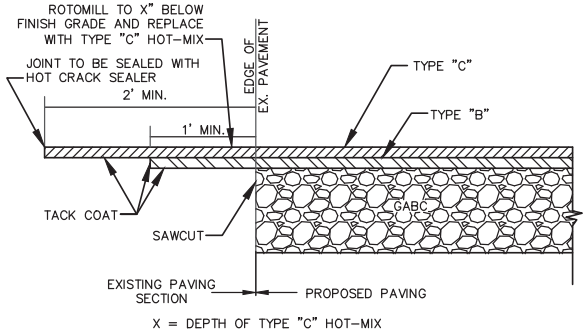
SECTION: CITY PARCEL PAVEMENT SECTION

NOT TO SCALE



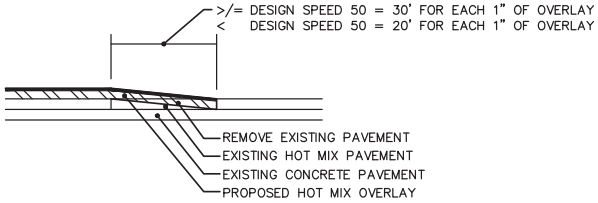
DETAIL: REINFORCED CONCRETE SIDEWALK

NOT TO SCALE



DETAIL: PAVEMENT TIE-IN

NOT TO SCALE



DETAIL: BUTT JOINT

NOT TO SCALE

DRAWN BY: TCW	CHECKED BY: WFW		
HORIZONTAL SCALE: 1"=20'	VERTICAL SCALE: N/A		
PROJECT No.: 9SD-2101			
DATE: 11/19/2025			

DETAILS FOR
PUMP HOUSE ACCESS
PARCEL NO. 21-014.00-400

SITUATED IN
CITY OF NEW CASTLE, NEW CASTLE COUNTY, DELAWARE

MidAtlantic
Engineering Partners

22066 Briggs Rd, Suite 300
Mt. Laurel Twp, NJ 08054
609-910-4450

1971 Highway 34, Suite 201
Wall Township, NJ 07719
732-722-5899

321 W. State Street
Media, PA 19063
610-565-0020

26 Washington St, 3rd Floor
Morristown, NJ 07960
973-715-8652

Certificate of Authorization No. 24GA28184000

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File Name: G:\9th Street Development Company\JOBS\9SD-2101 - W.7th St - New Castle - DE\DWG\97-Pump House Access Exhibit.dwg
Plot time: Nov 19, 2025 - 12:54pm

Resolution 2026-19

Resolution To Celebrate New Castle Little League's 60th Anniversary

Whereas, In 1966 Lyndon B. Johnson was the President, the average cost of gas was thirty-one cents per gallon, The Beach Boys were making hits, and the New Castle Little League was just getting organized**;** and

Whereas, The New Castle Little League formed to fill a void and to be an extension of community for children, parents, families, and friends as they congregate around America's pastime sports (baseball and softball); and

Whereas, NCLL's vision is to be a model Little League Program in Delaware by providing development focused coaching, safe facilities, opportunities for all children to participate and meaningful connections among families and the greater New Castle City Community at large. They seek to inspire players to become confident young leaders; and

Whereas, Playing sports is associated with lower rates of anxiety, substance abuse, and other negative behaviors. While increasing cognitive performance, creativity, self-esteem, and physical health amongst a host of positive attributes; and

Whereas, Ninety-Five percent of business leaders believe their youth sports experience was crucial to their professional success and over eighty percent of Fortune 500 Female Executives played sports as children; and

Whereas, The New Castle Little League is not just an organization, it is rather an institution that has remained steadfast and highly effective for decades by tutoring thousands of young ladies and young men who have gone on to become change agents in society by instilling life lessons such as integrity, inclusion, love of community, teamwork and some good ole fashioned fun.

Now, Therefore, Be It Resolved, the City of New Castle is proud to recognize, salute, honor, and support all 'the players, parents, grandparents, families, coaches, volunteers, umpires, donors, and trustees who have given their time, treasure, and talent in furtherance of this vital condition of life. Congratulations on your 60th Anniversary and many more. You are New Castle's past, present, and future — Forever New Castle strong and forever New Castle true.

Passed this 10th day of March 2026

_____ _____

Suzanne Souder, City Council President Nermin Zubaca, Councilperson

_____ _____

Joseph F. Day, III, Councilperson Brian Mattaway, Councilperson

_____

Andrew H. Zeltt, Councilperson

Attest:

_____

iane el ado City Cler

Resolution 2026-20

A Resolution Confirming the Mayor's Re-Appointment of Jackie Metz to the Board of Health

WHEREAS, the New Castle City Code provides that the Mayor of New Castle appoints six (6) members to the Board of Health subject to confirmation by City Council for two year terms; and

WHEREAS, Jackie Metz's term on the Board of Health ends on April 9, 2026; and

WHEREAS, the Mayor proposes to re-appoint Jackie Metz to the Board of Health for a two year term; and

WHEREAS, the City Council proposes to confirm the Mayor's re-appointment of Jackie Metz to the Board of Health, for a two year term ending on April 9, 2028.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby confirms the re-appointment of the following person to the Board of Health:

Jackie Metz - Term Ending April 9, 2028

PASSED this 10th day of March, 2026.

_____
Suzanne Souder, City Council President

_____
Joseph F. Day, III, Councilperson

_____
Nermin Zubaca, Councilperson

_____
Andrew Zeltt, Councilperson

_____
Brian Mattaway, Councilperson

Attest:

_____
iane el ado, City Clerk

Ordinance No. 563

AN ORDINANCE TO AMEND THE CITY OF NEW CASTLE MUNICIPAL CODE, CHAPTER 140 (HOUSING AND PROPERTY MAINTENANCE) TO ALLOW FOR THE TEMPORARY USE OF DUMPSTERS IN A RESIDENTIAL DISTRICT.

WHEREAS, the Council of the City of New Castle ("City Council") possesses the authority to adopt, amend, modify, or repeal The City of New Castle Municipal Code ("City Code"); and

WHEREAS, the current code of the City of New Castle does not address the use of dumpsters in residential areas and Council wishes to clarify their use; and

WHEREAS, City Council recognizes that property owners within residential districts may need to utilize dumpsters from time to time for matters related to trash and construction; and

WHEREAS, by the adoption of this Ordinance, the City Council intends to: Amend and restate Chapter 140, Section 19 (Accumulations of Trash) of the City Code Housing and Property Maintenance);

WHEREAS, the City Council finds that the provisions of this Ordinance are rationally and reasonably related to, substantially advance, and are narrowly tailored to achieve its goal of protecting and preserving legitimate governmental interests, including, but not limited to, the protection and preservation of the public health, safety, prosperity, general welfare and quality of life.

NOW, THEREFORE, making the express finding that the proposed changes outlined below enhance the health, safety, and welfare of the City of New Castle, be it ordained by the Council of the City of New Castle as follows:

SECTION 1. City Code Chapter 140, Housing and Property Maintenance, Section 104-19, Accumulations of Trash, is hereby amended as follows (with new

language identified by bold, underlined text):

A. No person being the owner or possessor of a developed or undeveloped parcel of land shall permit refuse, rubbish, trash, or other waste material to be placed or to accumulate upon such parcel or right-of-way abutting such parcel so as to create a nuisance detrimental to adjoining property or to the health or safety of other persons.

B. An outdoor trash compactor used for the collection of garbage, refuse, trash, rubbish and other waste shall be maintained in such a manner so as not to create a nuisance detrimental to adjoining property or to the health or safety of other persons. Trash compactors shall, if necessary, be equipped with facilities for deodorizing, sanitation, and disinfecting. Trash compactors shall be maintained and shall be emptied so as to avoid accumulation of odors and the attraction of rats, mice, or other vermin.

C. Dumpsters and/or roll off containers (collectively "Containers") for the purpose of trash collection, remodeling, cleanup of debris, etc. in residential areas noted in the City's Comprehensive Plan (R, R-1, R-2 & R-3 are permitted by the City for a stated period of time not to exceed thirty (30) days with the opportunity to extend an additional thirty (30) days. Such dumpster(s) or roll off containers are subject to the following limitations:

1. Dumpster(s) and/or roll of containers must be placed in an area which does not impede the flow of pedestrians or motor vehicle traffic. Containers may be placed on the shoulder of a roadway only where (i) no portion of the Container protrudes onto the travel portion of the roadway, and (ii) no portion of the container sits directly in front of neighboring property unless such neighbor consents. Where containers are placed in the front of a property, they shall be placed on hard concrete or asphalt surface of, if unavailable, soft surfaces shall be covered with sufficient plywood or other hard material to prevent excessive disturbance of the earth underneath the Container. The location shall not affect the health, safety, and/or welfare of the neighborhood in accordance with Chapter 140 (Housing and Property

Maintenance) or Chapter 230 (Zoning) of the City of New Castle City Code.

2. Footings for the dumpster are to be sufficient as to prevent damage to the public asphalt or ground the dumpster is placed on. Footings are for example plywood or other sufficiently durable material.
3. No dumpster shall be overfilled and shall be removed and replaced if filled prior to the end of the permitted period, and permanently removed at the end of the permitted period.
4. Every Dumpster container shall conform to all local, state and federal specifications.
5. Fees for Dumpster Permits shall mirror the fees for temporary storage units as found in §140-15, and as updated from time to time, with the fee for a "permit obtained in advance of a unit being placed" being the initial fee and the fee for "permit obtained after placement of the unit" being the fee for obtaining a thirty (30) day extension of the initial permit.
6. Definitions:
    a. Dumpsters are to be defined as; "A steel container with a capacity of not less than two (2) cubic yards, or more than nine (9) cubic yards, designed to facilitate collection services either by hydraulic lift or cable winch pull-off mechanism.
    b. Roll off Container is to be defined as; "A large metal container (i.e., typically with a capacity of ten (10), twenty (20), thirty (30) or forty (40) cubic yards) used for the collection of solid waste, which is rolled-off of a motor vehicle when the container is placed at a site and then rolled onto the vehicle when the container is ready to be transported to another location.

Approved: _____

Valarie Leary, Mayor