

AN ORDINANCE TO CLOSE A PORTION OF LIBERTY STREET

WHEREAS, the City of Wilmington is vested with the authority to close, vacate, remove, exchange, accept and dedicate streets by the provisions of the Wilmington City Charter, Sections 1-101, 2-306, 5-400 and 8-204 and Wilmington City Code, Sections 2-621 and 42-11; and

WHEREAS, the Commissioner of Public Works and the Planning Department have recommended the portion of Liberty Street depicted in Exhibit "A" attached hereto and incorporated herein by reference be closed pursuant to the procedures set forth in City Code Section 42-11; and

WHEREAS, the City Planning Commission has recommended approval of the closure of that portion of Liberty Street depicted in Exhibit 'A', and pursuant to Planning Commission Resolution 6-16, attached hereto as Exhibit 'B' and incorporated herein by reference, approved such closure at the City Planning Commission's regular meeting on March 15, 2016.

**THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:**

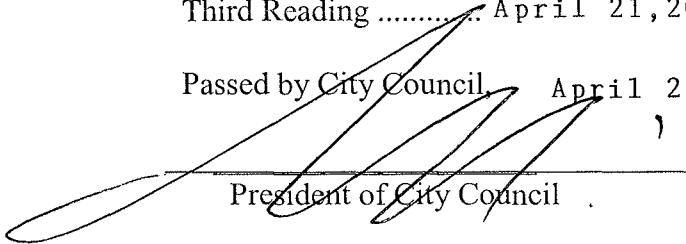
**SECTION 1.** That the part of Liberty Street, as described and depicted in Exhibit 'A' attached hereto and incorporated herein by reference, shall be closed by the Department of Public Works in accordance with City Code Section 42-11.

**SECTION 2.** At such time as this Ordinance shall become effective, the City of Wilmington, through the Departments of Public Works shall take any action necessary to effectuate the closing of the portion of Liberty Street, depicted in Exhibit "A" attached hereto and incorporated herein by reference.

**SECTION 3.** This Ordinance shall become effective immediately upon its date of passage by the City Council and approval by the Mayor.

First Reading .....April 7, 2016  
Second Reading.....April 7, 2016  
Third Reading ..... April 21, 2016

Passed by City Council, April 21, 2016

  
\_\_\_\_\_  
President of City Council

#4192

Sponsors:

Council  
President  
Gregory

Council  
Member  
Dorsey-Walker

ATTEST: Maribel Seijo  
City Clerk

Approved this 27 day of April, 2016.

Demetrius Williams  
Mayor

Approved as to form this  
6<sup>th</sup> day of April, 2016

[Signature]  
Assistant City Solicitor

SYNOPSIS: This Ordinance authorizes the closure of a part of Liberty Street as described and depicted on Exhibit "A" attached hereto and as recommended by the City Planning Department by its resolution 6-16 at its regular meeting held on March 15, 2016.

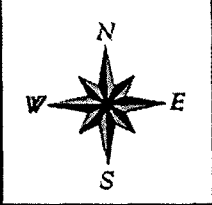
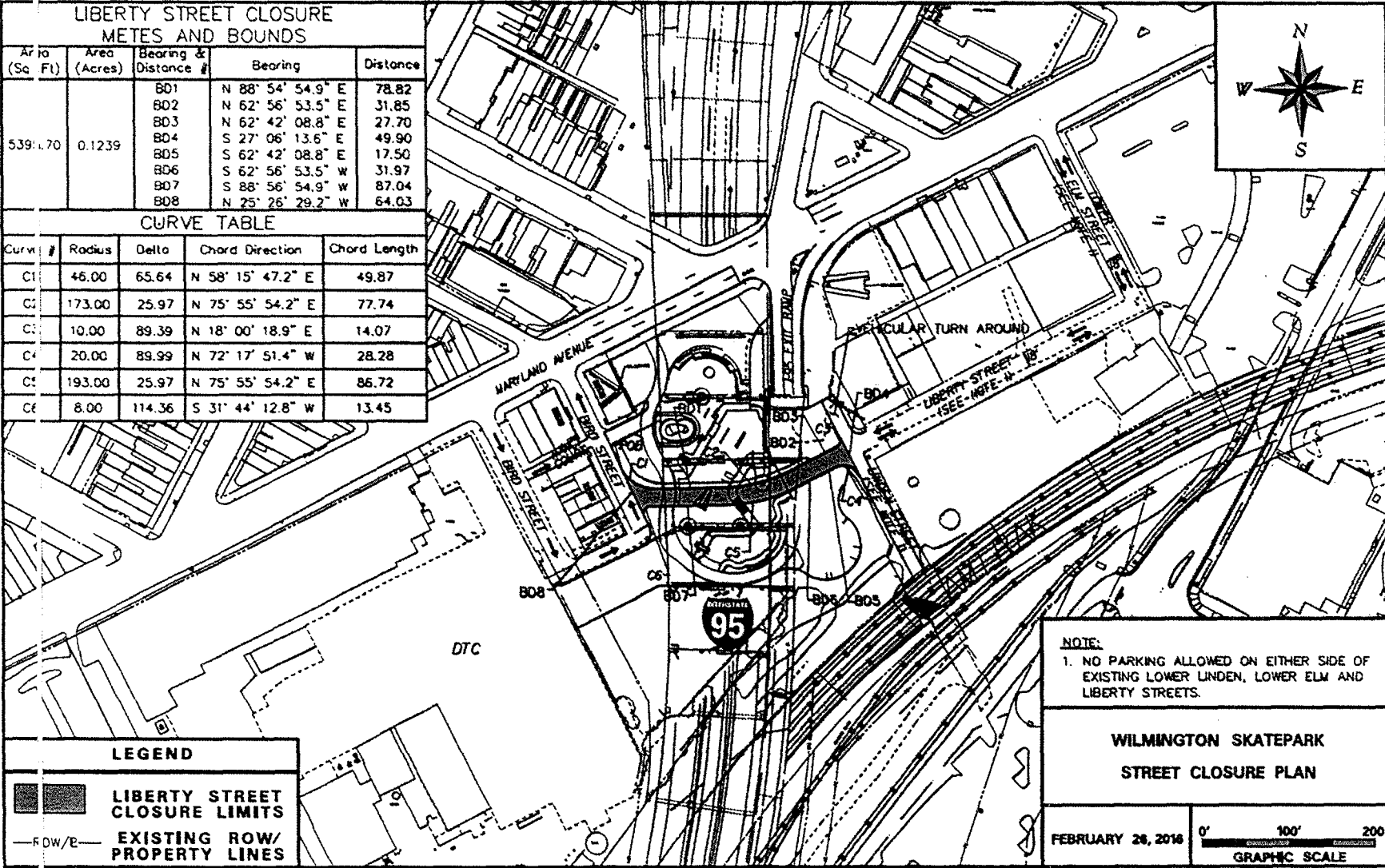
**EXHIBIT A**

LIBERTY STREET CLOSURE  
METES AND BOUNDS

Area (Sq. Ft)	Area (Acres)	Bearing & Distance #	Bearing	Distance
5391.70	0.1239	BD1	N 88° 54' 54.9" E	78.82
		BD2	N 62° 56' 53.5" E	31.85
		BD3	N 62° 42' 08.8" E	27.70
		BD4	S 27° 06' 13.6" E	49.90
		BD5	S 62° 42' 08.8" E	17.50
		BD6	S 62° 56' 53.5" W	31.97
		BD7	S 88° 56' 54.9" W	87.04
		BD8	N 25° 26' 29.2" W	64.03

CURVE TABLE

Curve #	Radius	Delta	Chord Direction	Chord Length
C1	46.00	65.64	N 58° 15' 47.2" E	49.87
C2	173.00	25.97	N 75° 55' 54.2" E	77.74
C3	10.00	89.39	N 18° 00' 18.9" E	14.07
C4	20.00	89.99	N 72° 17' 51.4" W	28.28
C5	193.00	25.97	N 75° 55' 54.2" E	86.72
C6	8.00	114.36	S 31° 44' 12.8" W	13.45



**NOTE:**  
1. NO PARKING ALLOWED ON EITHER SIDE OF EXISTING LOWER LINDEN, LOWER ELM AND LIBERTY STREETS.

**WILMINGTON SKATEPARK  
STREET CLOSURE PLAN**

FEBRUARY 28, 2016



**LEGEND**

- LIBERTY STREET CLOSURE LIMITS
- EXISTING ROW/PROPERTY LINES

**EXHIBIT B**

**CITY PLANNING COMMISSION  
OF THE DEPARTMENT OF PLANNING  
CITY OF WILMINGTON  
RESOLUTION 6-16**

**WHEREAS**, Section 2-306 and Section 42-11 of the Wilmington City Code require the City Planning Commission to review all plans for the physical development of the City, including the proposed closure of City streets; and

**WHEREAS**, the City of Wilmington proposes the closure of the portion of Liberty Street between Lower Linden Street and Bird Street to accommodate the construction and long term use of the site as the Wilmington Skate Plaza; and

**WHEREAS**, the Department of Planning and Development recommends the aforementioned portion of Liberty Street be retained as a paper street on the Official City Map, so that if in the future the City requires the use of this Street, it can be rebuilt as a public right-of-way; and

**WHEREAS**, the State of Delaware currently holds title to the land located underneath I-95 south of Maryland Avenue, and that land is being leased to the City of Wilmington for the purposes of constructing and maintaining the Skate Plaza; and

**WHEREAS**, the subject portion of Liberty Street does not materially contribute to the surrounding traffic circulation and distribution system; and

**WHEREAS**, the Department of Planning and Development has consulted with other City Departments regarding this street closure request; and

**WHEREAS**, the Fire Department has no objections to the proposed street closure; and

**WHEREAS**, the Police Department has no objections to the proposed street closure; and

**WHEREAS**, the Law Department has no objections to the proposed street closure; and

**WHEREAS**, the Department of Public Works offered no objections to the proposed street closure, but noted that once the Skate Plaza plan moves forward: 1) Lower Elm Street and Liberty Street are recommended to be changed from one-way to two-way traffic through the installation of signage approved by the Department of Public Works; 2) An all way stop be installed at the Lower Elm/Liberty Street Intersection; 3) No Parking signs be installed along Lower Elm Street, Liberty Street, and Lower Linden Street in order to accommodate two-way traffic; 4) A "T" turnaround be installed at the intersection of Lower Linden Street and Liberty Street, the configuration of which is to be provided to Public Works in advance of construction; and 5) The Department of Planning and Department of Public Works should consider the widening of Lower Elm Street at the intersection with Maryland Avenue to facilitate the turning motion of vehicles onto Lower Elm Street, and a "Right Turn Only" sign from Lower Elm Street onto Maryland Avenue should also be considered; and

City Planning Commission  
Resolution 6-16  
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WHEREAS, in preparing the necessary ordinance for the street closure a reverter clause should be included stating that should the Skate Plaza not materialize, Liberty Street would revert to an open public street; and

WHEREAS, the procedures for City street closings are prescribed in Section 42-11 of the City Code; and

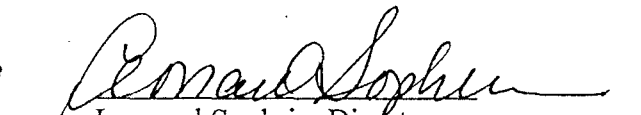
WHEREAS, a public notice of the Planning Commission's March 15, 2016 meeting was mailed to property owners and interested parties within the immediate area on March 2, 2016 and the agenda for the meeting was also posted in the lobby of the Louis L. Redding City/County Building and on the City's website and was mailed to the standard Commission mailing list recipients on March 8, 2016; and

WHEREAS, the Planning Commission has considered the analysis as prepared by the Planning Department and other information in the public record when making its determinations.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Planning Commission recommends the approval of the closure of a portion of Liberty Street between Lower Linden Street and Bird Street, subject to the conditions stipulated by the Departments of Planning and Public Works, as stated below:

1. Liberty Street between Lower Linden Street and Bird Street is retained on the Official City Map.
2. Lower Elm Street and Liberty Street be changed from one-way to two-way traffic through the installation of signage approved by the Department of Public Works.
3. Install an all way stop at Lower Elm/Liberty Street Intersection.
4. No Parking signs be installed along Lower Elm Street, Liberty Street, and Lower Linden Street in order to accommodate two-way traffic.
5. A "T" turn around be installed at the intersection of Lower Linden Street and Liberty Street the configuration of which is to be provided to Public Works in advance of construction.
6. The Department of Planning and Department of Public Works consider the widening of Lower Elm Street at the intersection with Maryland Avenue to facilitate the turning motion of vehicles onto Lower Elm Street. A "Right Turn Only" sign from Lower Elm Street onto Maryland Avenue should also be considered.


  
Polly Weir, Chairperson  
City Planning Commission

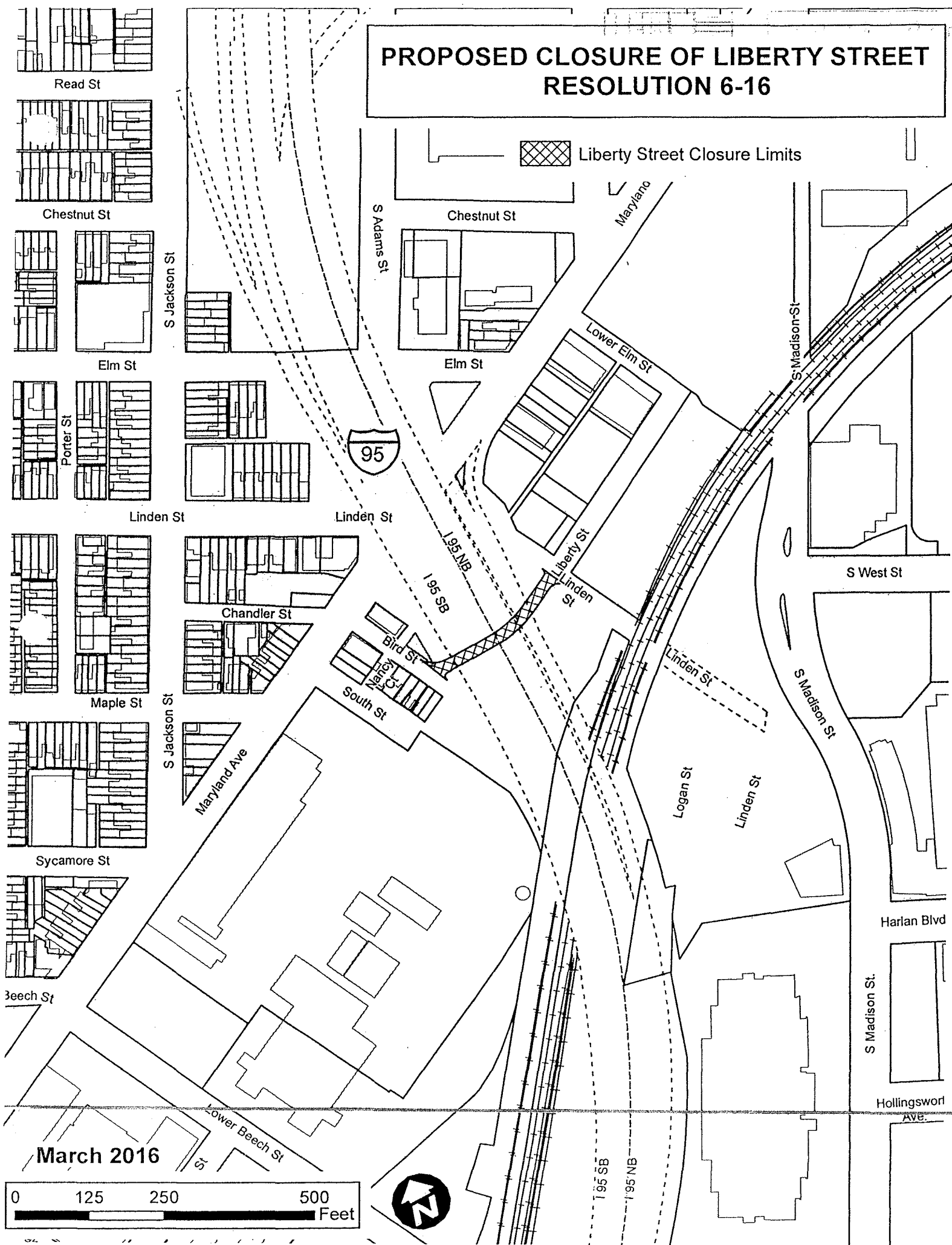
  
Leonard Sophrin, Director  
Department of Planning and Development

Date: March 15, 2017

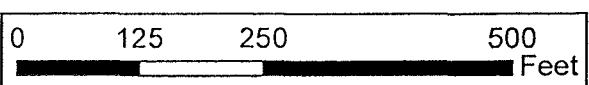
Attachment

# PROPOSED CLOSURE OF LIBERTY STREET RESOLUTION 6-16

 Liberty Street Closure Limits



March 2016





## MEMORANDUM

**TO:** City Planning Commission

**FROM:** Wilmington Department of Planning

**DATE:** March 11, 2016

**RE:** **Resolution 6-16:** A proposal to close Liberty Street between Lower Linden Street and Bird Street underneath I-95 in order to accommodate the construction and long term use of the site as the Wilmington Skate Plaza.

## SPONSOR

Council President Theopolis K. Gregory, Sr.  
Council Member Hanifa Shabazz, Fourth Councilmanic District  
Council Member Sherry Dorsey-Walker, Sixth Councilmanic District  
Council Member Robert A. Williams, Seventh Councilmanic District

## REQUESTED ACTION

The City of Wilmington proposes to close Liberty Street between Lower Linden Street and Bird Street in order to accommodate the construction and long term use of the site as a Skate Plaza (Attachment #1).

Under this proposal, Liberty Street will be retained as a paper street on the Official City Map, so that if in the future the City requires the use of this Street, it can be rebuilt as a public right-of-way. This action requires the recommendation of the City Planning Commission and approval by City Council.

## BACKGROUND

The Wilmington Skate Project is a group of dedicated volunteers who are committed to the establishment of free quality skateboarding facilities in the City of Wilmington. They have been advocating for a skate park located under I-95 off of Maryland Avenue since the early 2000s.

On January 8, 2004, the City of Wilmington (City) signed an Airspace Agreement with the Delaware Department of Transportation (DelDOT) in which DelDOT agreed to lease the tract of land adjacent to the I-95 Maryland Avenue exit ramp under the I-95 viaduct bounded on the north by Maryland Avenue, to the east by Linden Street, on the south by Liberty Street, and on the west by Bird Street to the City. The initial term of the lease was 5 years, with renewal rights for an additional five year period (Attachment #2).

Although the site was secured, the project did not have enough funding to proceed at that time, and the lease with DelDOT expired. The Wilmington Skate Project stayed involved with skateboarding in Wilmington, directing their resources to a "do it yourself" skate park on the East 7<sup>th</sup> Street Peninsula at Mayor John E. Babiarz Park while continuing to advocate for a world class skate plaza in Wilmington at the site under I-95.

## CPC Resolution 6-16

March 11, 2016

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In 2012, the Williams administration re-engaged DelDOT in conversation regarding the use of the land under I-95 off of Maryland Avenue as a Skate Plaza that would also serve the needs of the local community. The City of Wilmington's goals for the Skate Plaza include the following:

- Develop a 40,000 square foot skate park and pedestrian plaza that addresses the needs of the local skateboarding community and Wilmington residents.
- Provide a pedestrian linkage between the Browntown/Hedgeville neighborhoods and the Christina Riverfront while activating derelict land.
- Design an environment that will deter crime while providing health benefits through physical activity.
- Incorporate green landscaping and stormwater management features into the project design.
- Consider existing and proposed development along the Riverfront and in the Browntown/Hedgeville neighborhoods throughout the development of the project design.
- Build a park that will be accessible for youth and adults from across the City, County, State, and region.

As a result of these goals, the area under consideration for the park expanded to include the public right-of-way beneath the viaduct to the south of Liberty Street, as shown in the "Wilmington Skatepark Metes and Bounds with Right of Way Outline" 2016 Skate Plaza Lease Agreement Plan (Attachment #3). The current Lease Agreement between the City and DelDOT includes this expanded area (Attachment #4). The City has been working with DelDOT to ensure that the Skate Park design does not prohibit their access to the I-95 viaduct for maintenance or repairs.

The current design for the plaza features a terraced concrete skate park with both street style and transition elements bordered by a fourteen foot wide ADA accessible walkway that extends from Maryland Avenue down to Lower Linden Street. The proposed Plaza is over 82,000 square feet in size, with approximately 29,000 square feet dedicated to skating, 31,000 to pedestrians, and 22,000 to landscaping (Attachment #5).

## ANALYSIS

The portion of Liberty Street between Lower Linden Street and Bird Street is a one-way City street located on State owned right-of-way. The right-of-way is State owned because it is located underneath the I-95 viaduct. The portion of Liberty Street in question measures 280 feet along its north side and 265 feet along its south side, with a width of 18 feet. There are no private property owners along this portion of Liberty Street. There are private property owners immediately to the west of the proposed street closure along Bird Street, and immediately to the east of the proposed street closure along Liberty Street (Attachment #6).

Access to the privately owned parcels to the west of the proposed street closure is provided by a one-way street loop off of Maryland Avenue comprised of South Street, Nancy Court, and Bird Street. Circulation around this loop will not be impacted by the closure of Liberty Street between Bird Street and Lower Linden Street.

Access to the privately owned parcels to the east of the proposed street closure is provided by Lower Elm Street and Liberty Street. These privately owned parcels are primarily vacant undeveloped land. There is one vacant warehouse building located at the corner of Lower Elm Street and Maryland Avenue. The closure of Liberty Street under I-95 will create a dead end at the intersection of Liberty and Lower Linden Streets. To address this condition, it is recommended that Liberty Street east of Lower Linden be changed from one-way to two-way traffic. The same is recommended for Lower Elm Street. It is recommended that a "T" turn around be installed at the intersection of Lower Linden and Liberty Street to facilitate egress back to Maryland Avenue.

Both Lower Elm Street and Liberty Street are currently 18 feet wide, and introducing two-way traffic will result in two, 9 foot wide lanes. These streets will handle the extremely limited local traffic that needs to access the aforementioned vacant parcels. In order to accommodate two-way traffic, it is recommended that "No Parking" signs be posted along Lower Elm and Lower Linden Streets. It should be noted that although street parking is currently allowed on both streets, it is not utilized, and there will be no loss of revenue to the City.

## COMMENTS FROM CITY DEPARTMENTS

**Department of Public Works:** The Department of Public Works supports the Street closure proposal which is occurring now. Public Works noted that Lower Elm Street is currently one-way from Maryland Avenue to Liberty Street; however, existing signage on Lower Elm Street suggests that it was open to two-way traffic at some point in the past.

Public Works also provided recommendations intended to be incorporated into the construction documents when the Skate Plaza plans are completed and implemented. The recommendations regarding the closure of Liberty Street between Lower Linden and Bird Streets are as follows:

1. Two-way traffic on Lower Elm:

Constraints:

- a. Minimum pavement width is 18 feet
- b. Poor sight distance on Lower Elm looking left onto Maryland Avenue

Recommendation:

- a. Widen Lower Elm Street at the intersection with Maryland Avenue to facilitate turning motion of vehicles onto Lower Elm Street.
- b. "Right Turn Only" from Lower Elm onto Maryland Avenue should be considered. Vehicles accelerate down Maryland Avenue coming into the City making a left turn onto Maryland Avenue difficult.
- c. Install an all way stop at Lower Elm/Liberty Street intersection due to poor sight distance and minimal pavement width.

2. Proposed turn-around (Liberty at Linden): The specific configuration of the turnaround should be provided to address the circulation pattern and to address whether the turnaround is adequate for drop-offs and emergency vehicles.
3. Linden Street: Recommend additional treatment of Lower Linden Street between the Skate Plaza and railroad viaduct, perhaps the installation of barriers and signage.
4. Bird Street/Nancy Court/Linden Street: Additional regulatory signs and advisory signs may be warranted (i.e. on curve at Bird Street).
5. Pedestrian Access considerations: The pedestrian access from Maryland Avenue via Bird Street, Lower Elm, and Liberty Street should be addressed. There are a number of locations where the sidewalk is in fair to poor condition.

**Fire Department:** The Chief of Fire has advised that the Fire Department has no objections to the proposed street closure.

**Police Department:** The Police Chief has advised that the Police Department has no objections to the proposed street closure.

**Law Department:** The Law Department has no objections to the proposed street closure.

**Department of Planning and Development:** The Department of Planning and Development notes that Liberty Street does not contribute to the general traffic circulation or distribution pattern in the immediate area, and has further determined that there are no findings to suggest that the closure of Liberty Street would create a detriment to the safety of the general public.

It is recommended that the ordinance include a reverter clause wherein should the Skate Plaza not materialize, Liberty Street would revert to an open public street.

#### **CITY COUNCIL ACTION**

City Council will take action on this street closure request following the recommendation of the Planning Commission. The ordinance approving the closure of Liberty Street between Lower Linden Street and Bird Street, will be jointly sponsored by City Council Member Hanifa Shabazz, 4<sup>th</sup> District, Council Member Sherry Dorsey Walker, 6<sup>th</sup> District, and Council Member Robert A. Williams, 7<sup>th</sup> District. This ordinance will be introduced at the April 7, 2016 meeting of City Council.

### **Disposition of Right-of-Way**

The procedures for City street closings and right-of-way disposition are prescribed in Section 42-11 of the City Code. In the case of Liberty Street, the Law Department has determined that the best course of action is to close the street while retaining its status as a paper street on the Official City Map.

### **PUBLIC NOTICE**

A public notice of the proposal to close Liberty Street between Lower Linden Street and Bird Street was mailed on March 2, 2016 to property owners and interested parties within the vicinity of Liberty Street (Attachment #7). To date, the Department of Planning and Development has/has not received any comments.

The Planning Commission's March 15, 2016 meeting agenda was posted in the lobby of the Louis L. Redding City/County Building, placed on the City website, and sent to those on the standard City Planning Commission mailing list on March 8, 2016.

### **SUMMARY/RECOMMENDATIONS**

The Department of Planning and Development recommends to the Planning Commission and City Council that the closure of Liberty Street, between Lower Linden Street and Bird Street, be approved subject to the departmental comments found in this analysis and Resolution 6-16.

#### **Attachments**

- Attachment #1: Map of Street Closure
- Attachment #2: 2004 Skate Park Lease Agreement
- Attachment #3: 2016 Skate Plaza Lease Agreement Plan
- Attachment #4: 2016 Skate Plaza Lease Agreement
- Attachment #5: Plan and Renderings for Skate Plaza
- Attachment #6: Existing Conditions Map
- Attachment #7: Public Notice

Resolution 6-16

**Attachment #1:  
Map of Street Closure**

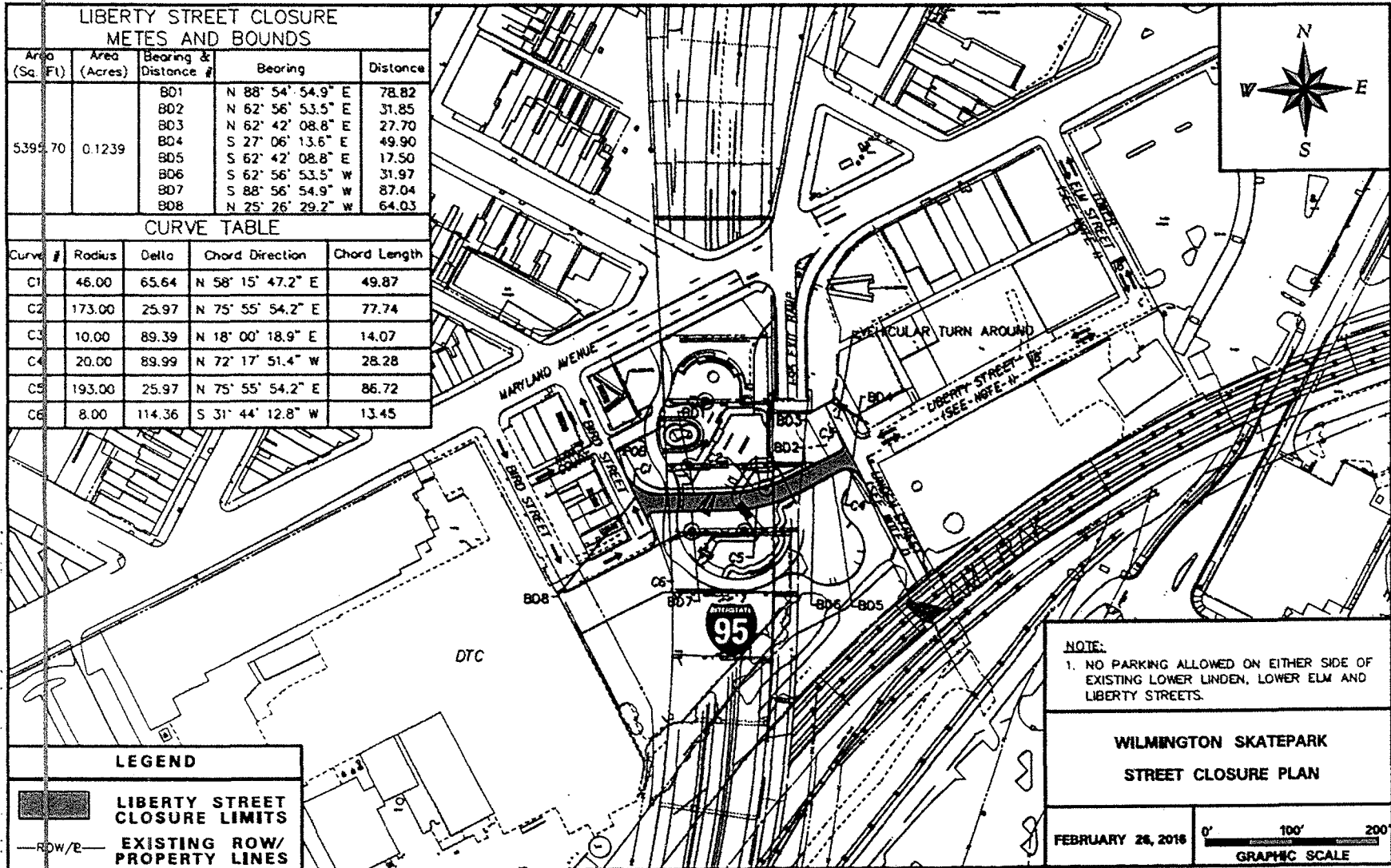
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LIBERTY STREET CLOSURE  
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LEGEND

-  LIBERTY STREET CLOSURE LIMITS
-  EXISTING ROW/PROPERTY LINES

NOTE:  
1. NO PARKING ALLOWED ON EITHER SIDE OF EXISTING LOWER LINDEN, LOWER ELM AND LIBERTY STREETS.

WILMINGTON SKATEPARK  
STREET CLOSURE PLAN

FEBRUARY 28, 2016



**Attachment #2:  
2004 Skate Park Lease Agreement**



## AIRSPACE AGREEMENT

This Agreement made this 8<sup>th</sup> day of Nov 2004, by and between the Department of Transportation, Real Estate Section of the State of Delaware (hereinafter called "DEPARTMENT"), and the City of Wilmington (hereinafter called "LESSEE"),

### WITNESSETH:

Whereas, the DEPARTMENT owns in fee simple title a certain tract of land in New Castle County, State of Delaware, and more particularly shown and outlined in "green" as shown on Exhibit 1 & 1A and more particularly bounded and described on Exhibit 2 attached hereto; and

Whereas, the LESSEE has requested the DEPARTMENT to lease said tract of land to the LESSEE for recreational purposes; and

Whereas, the DEPARTMENT is cooperating with the LESSEE to this end:

NOW, therefore, it is agreed by the parties hereto that in consideration of the obligations and responsibilities required of and agreed to by the LESSEE as set forth in this Agreement,

The DEPARTMENT hereby demises and leases to the LESSEE the tract of land herein described and designated as "Skateboard Park," for a period of five (5) years from the date first written above with renewal rights of an additional five (5) year period upon presentation and acceptance of a written request for such extension one (1) calendar month prior to the termination date. The rental rate will be reviewed and extended or modified at that time by the DEPARTMENT, in accordance with the then market conditions.

This airspace lease agreement shall be subject at all times to the following terms and conditions:

1. No use of the leased premises shall impair the full use and safety of Interstate 95 or Maryland Avenue or otherwise interfere with the free flow of traffic.
2. All access, be it vehicle or pedestrian, will be denied to said leased premises to and from Maryland Avenue except at the appropriate designated means of ingress and egress provided as directed by the District Engineer.
3. This Agreement shall not take effect unless approved by the United States Department of Transportation, Federal Highway Administration (hereinafter referred to as "FHWA").
4. The leased premises shall be used by LESSEE for the sole purpose of creation and operation of a skateboard park on the portion of the premises herein described and designated as Skateboard park as shown and highlighted on Exhibit 1 and Exhibit 1A attached hereto and made a part of this Agreement.
5. No improvements shall be placed on the leased premises, nor alterations made on or to the leased premises without prior written consent of the DEPARTMENT and the FHWA. All plans pertaining to the Skateboard Park shall be submitted to the contact person for the DEPARTMENT as indicated in Paragraph Number 20 of this Agreement.
6. This Agreement shall not be assigned or sublet without prior written consent by the DEPARTMENT and the FHWA.

7. LESSEE shall, at its own cost and expense, keep the leased premises in good repair and good condition. The LESSEE shall yield the immediate possession of the lease premises back to the DEPARTMENT upon termination or revocation of this Agreement and said premises shall be restored to their original condition. In the event LESSEE fails in its maintenance obligation, the DEPARTMENT may enter onto the premises for such purpose and the LESSEE shall be responsible for any and all costs incident hereto.
8. LESSEE shall not permit any unlawful or immoral practice to be committed or carried on by any person(s) whatsoever on the leased premises, nor shall LESSEE permit or allow the sale, dispensing, or consumption of alcohol or illegal drugs on the premises.
9. Any storage of materials or other items for purposes deemed by the DEPARTMENT or the FHWA to be a potential fire or other hazard to the Interstate Highway and the operation, use and maintenance of the premises will be subject to regulation by the DEPARTMENT or to protect against fire or other hazards impairing the use, safety, and appearance of the highway. LESSEE's use and occupancy of the lease premises shall not permit hazardous, noxious, or objectionable fumes, vapors, or odors to rise above the lease premises.
10. No signs will be permitted on the lease premises with the exception to 1) a sign stating the Skateboard Park rules; 2) a sign that identifies the park as Wilmington Skate Park; and 3) a sign acknowledging contributors to the construction and maintenance of the skateboard park.
11. LESSEE agrees to pay all taxes and assessments that may be of tenancy; to pay all charges for any utilities (sewer, water, electric, gas) supplied to or upon any part of the Skateboard Park.
12. INDEMNIFICATION: LESSEE agrees to indemnify DEPARTMENT against any and all actions or claims which may be asserted or brought against the DEPARTMENT that are based upon the LESSEE's acts or omissions in connection with LESSEE's use and occupancy of the demised property. In case of fire or casualty, DEPARTMENT is not liable to TENANT for any loss. It is recommended that the TENANT obtain a tenant's insurance policy covering damage to personal property and liability.
13. This Agreement can be terminated for non-compliance with the foregoing and following provisions by the LESSEE or for the cessation of the use of the leased premises. The DEPARTMENT shall be the sole judge of non-compliance.
14. The DEPARTMENT reserves the right for itself, employees, agents, or contractors of free, uninterrupted entry upon the leased premises for the purpose of inspecting the premises for the protection or maintenance of the highway facilities and the DEPARTMENT further reserves the right to take possession thereof in the case of national or other emergency.
15. The LESSEE, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said premises described in this Agreement for a purpose for which a Department of Transportation program or activity is extended for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

16. The LESSEE for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
17. That in the event of breach of any of the above nondiscrimination covenants, the DEPARTMENT, shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.
18. If all or part of the lease premises is ever needed for highway purposes, this Agreement shall be terminated or rescinded or modified at the sole discretion of the DEPARTMENT and any land needed by the DEPARTMENT will revert for its use at no cost or expense to the DEPARTMENT.
19. It is expressly understood and agreed that whereas the DEPARTMENT's consent or agreement is required under any provision of this Agreement, the concurrence of the FHWA is also required.
20. All notices, consents, or approvals required to be given by either party to the other hereunder shall be in writing, addressed and mailed as follows;

Department of Transportation  
Real Estate Section  
Property Management Office  
P.O. Box 778  
Dover, DE 19903  
Telephone No. (302) 760-2240

City of Wilmington  
c/o City Solicitor  
800 N. French Street  
Wilmington, DE. 19801  
Telephone No. (302) 576-2100

21. Rent shall be gratis for the initial period plus any extensions. Should any fees\* (\*yearly, monthly or admission) be charged and the fees\* charged are not used solely for maintenance and repair of the lease areas, the DEPARTMENT shall have the right to review the gratis status and charge fair market rent on an annual basis.

In witness whereof, the parties have executed this lease of Airspace and affixed their respective seals the day, month, and year first written above.

AGREED:

Cheryl Mitchell  
Attest

James M. Baker  
James M. Baker, Mayor  
City of Wilmington

Delaware Department of Transportation

RECOMMENDED:

V. Wayne Rizzo  
V. Wayne Rizzo  
Chief, Real Estate

RECOMMENDED:

Carolann Wicks  
Carolann Wicks  
Chief Engineer

APPROVED AS TO FORM:

Frederick H. Schranck  
Frederick H. Schranck,  
Deputy Attorney General  
Department of Justice, State of Delaware

ATTEST:

Maribel Ruiz  
Maribel Ruiz  
City Clerk

Signed, Sealed and Delivered  
in the presence of:

Martha N. Dobson  
Martha N. Dobson  
Director, Technology & Support Services

APPROVED:

Nathan Hayward II  
Nathan Hayward II  
Secretary

APPROVED:

Federal Highway Administration

Tom Myers  
Tom Myers  
Division Administrator

APPROVED AS TO FORM:

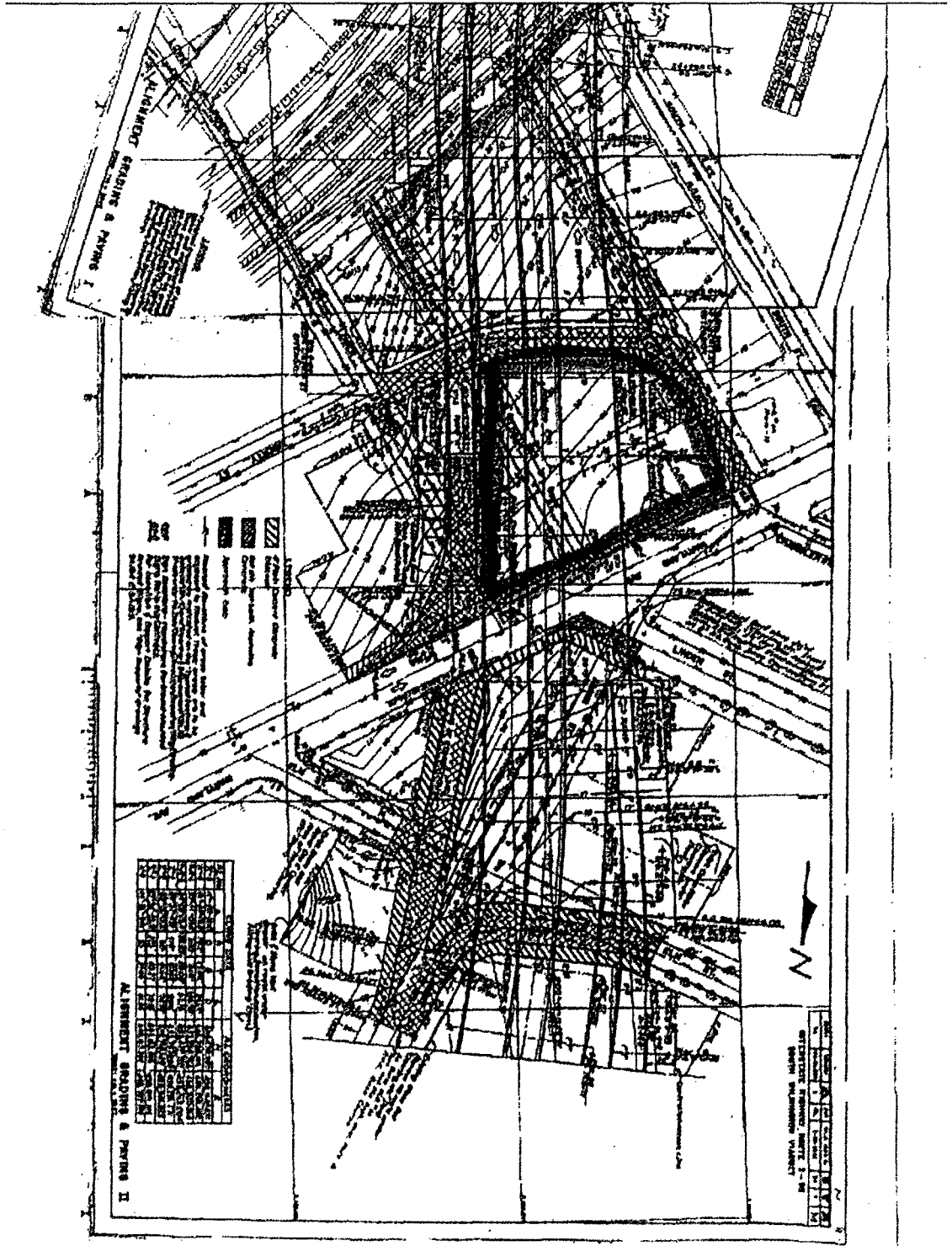
Carol A. Casner  
Carol A. Casner  
Assistant City Solicitor

## INDEX OF EXHIBITS

Exhibit 1- Right of Way Plot No. AR-NC-36

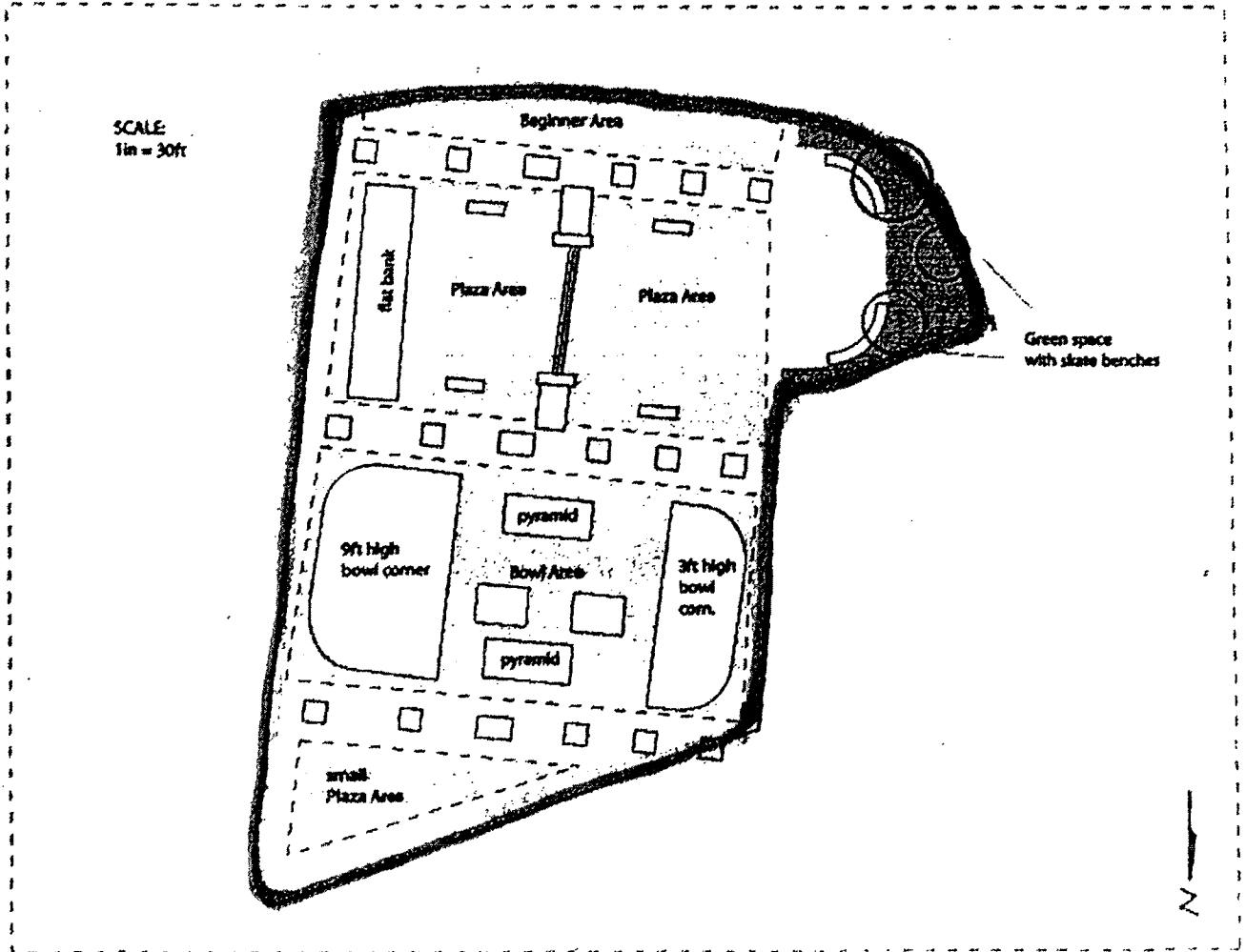
Exhibit 1-A - Skateboard Park layout plan

Exhibit 2 – Metes and Bounds Description of Area to be Leased



AR-NC-36

EXHIBIT 1



SCALE:  
1in = 30ft

EXHIBIT 1-A

## METES AND BOUNDS DESCRIPTION

All that certain lands owned by the State of Delaware, Department of Transportation located in New Castle County, City of Wilmington as existing right-of-way located under the I-95 Viaduct.

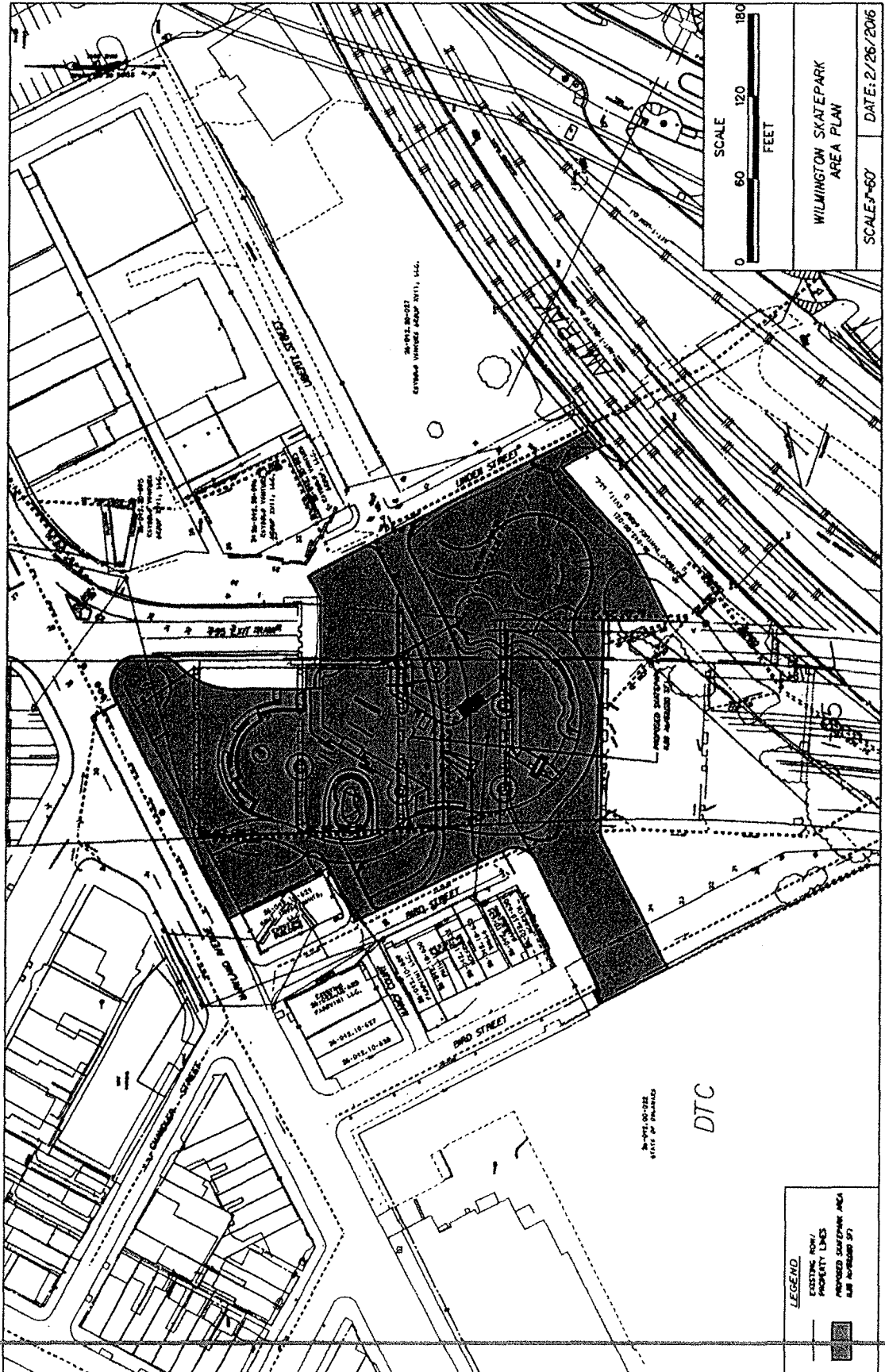
Said lands adjacent to the I-95 Maryland Avenue exit ramp are bounded on the north by Maryland Avenue, to the east by Linden Street, on the south by Liberty Street and on the west Bird Street.

EXHIBIT 2

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**Attachment #3:  
2016 Skate Park Lease Agreement Plan**



**Attachment #4:  
2016 Skate Plaza Lease Agreement**

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## LEASE AGREEMENT

This Lease Agreement (the "Lease") made this \_\_\_ day of \_\_\_\_\_, 2016, to be effective as of March 1, 2016 (the "Effective Date"), by and between the Department of Transportation, of the State of Delaware (hereinafter called the "DEPARTMENT") and the City of Wilmington (hereinafter called "LESSEE")

### WITNESSETH:

Whereas, the DEPARTMENT owns a certain tract of land in New Castle County, State of Delaware, which is more particularly shown and outlined in "orange" on Exhibit 1 attached hereto (the "Leased Premises"); and

Whereas, the LESSEE has requested that the DEPARTMENT lease said Leased Premises to the LESSEE for recreational purposes; and

Whereas, the DEPARTMENT has agreed to cooperate with the LESSEE to this end.

NOW, therefore, in consideration of the obligations and responsibilities set forth in this Lease and intending to be legally bound, the parties hereby agree as follows:

1. The DEPARTMENT hereby leases the Leased Premises to the LESSEE for a period of ten (10) years commencing on the Effective Date (or such later date when this Lease is approved by the FHWA as provided in Section 3 below) and ending on the tenth anniversary of the Effective Date (subject to extension as provided in the following sentence). The LESSEE may extend the term of this Lease for two (2) additional five (5) year periods upon presentation of a written request for such extension by LESSEE to the DEPARTMENT at least one (1) calendar month prior to the then current term's termination date.
  2. No use of the Leased Premises shall impair the full use and safety of Interstate 95 or Maryland Avenue or otherwise interfere with the free flow of traffic.
  3. This Lease shall not take effect unless and until approved by the United States Department of Transportation, Federal Highway Administration ("FHWA").
  4. The Leased Premises shall be used by LESSEE solely for the purpose of creating and operating a skateboard park on the Leased Premises, which shall be known as Wilmington's Premier Skate Plaza (the "Skate Plaza").
  5. No improvements shall be placed on the Leased Premises, nor alterations made on or to the Leased Premises, without obtaining the prior written consent of both the DEPARTMENT and the FHWA. All plans pertaining to the construction of the Skate Plaza shall be submitted to the contact person for the DEPARTMENT and the FHWA.
  6. This Lease shall not be assigned or subletted by LESSEE without obtaining the prior written consent of both the DEPARTMENT and the FHWA.
-

7. **LESSEE** shall, at its own cost and expense, keep the Leased Premises in good repair and condition. **LESSEE** shall yield immediate possession of the Leased Premises back to the **DEPARTMENT** upon the termination or revocation of this Lease. In the event **LESSEE** fails to meet its maintenance obligations under this Lease, the **DEPARTMENT** may enter onto the Leased Premises for such purpose, and **LESSEE** shall be responsible for any and all maintenance costs incurred by the Department as a result of **LESSEE'S** failure.
8. Any storage of materials or other items on the Leased Premises deemed by the **DEPARTMENT** or the **FHWA** to be a potential fire or other hazard to the Interstate Highway will be subject to regulation by the **DEPARTMENT**. The operation, use and maintenance of the Leased Premises will be subject to regulation by the **DEPARTMENT**. **LESSEE'S** use and occupancy of the Leased Premises shall not cause hazardous vapors or odors to rise above the Leased Premises. Lessee will not permit or allow the sale, dispensing or consumption of alcohol, firearms or illegal drugs on the Leased Premises.
9. No signs will be permitted on the Leased Premises with the exception of 1) a sign stating the Skate Plaza rules; 2) a sign that identifies the Leased Premises as the Skate Plaza; and 3) a sign acknowledging contributors to the construction and maintenance of the Skate Plaza.
10. **LESSEE** agrees to pay all taxes and assessments that may be related to its tenancy and to pay all charges for any utilities (sewer, water, electric, gas) supplied to, or upon, any part of the Skate Plaza.
11. **LESSEE** agrees to indemnify **DEPARTMENT** against any and all actions or claims which may be asserted or brought against the **DEPARTMENT** that are based upon the **LESSEE'S** acts or omissions in connection with **LESSEE'S** use and occupancy of the Leased Premises that constitute gross negligence or willful misconduct. In case of fire or casualty, **DEPARTMENT** shall not be liable to **LESSEE** for any loss. It is recommended that **LESSEE** obtain a tenant's insurance policy covering damage to personal property and liability.
12. This Lease can be terminated for non-compliance by the **LESSEE** or for cessation of the use of the Leased Premises. The **DEPARTMENT** shall be reasonable in its determination of non-compliance.
13. The **DEPARTMENT** reserves a right of entry upon the Leased Premises for itself and for its employees, agents, or contractors for the purpose of inspecting the Leased Premises, as well as for the performance of necessary repairs or improvements for the protection or maintenance of the highway facilities. The **DEPARTMENT** further reserves the right to take possession of the Leased Premises in the event of national or other emergency.
14. The **LESSEE** shall maintain and operate the Skate Plaza in compliance with all other ~~requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of~~

Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

15. The **LESSEE**, for itself and its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises, (2) that in the construction of any improvements on, over or under the Leased Premises and the furnishing of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the **LESSEE** shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
16. In the event of any breach of the nondiscrimination covenants set forth in Sections 14 and 15 of this Lease by the **LESSEE**, the **DEPARTMENT** shall have the right to terminate this Agreement and to re-enter and repossess said Leased Premises and the facilities thereon, and hold the same as if this Lease had never been made or issued.
17. If all or part of the Leased Premises is ever needed for highway purposes, this Lease may be terminated in the sole discretion of the **DEPARTMENT**.
18. It is expressly understood and agreed that the concurrence of the **FHWA** to the terms of this Lease shall be required.
19. All notices, consents, or approvals required to be given by either party to the other hereunder shall be in writing, addressed and mailed as follows:

**DEPARTMENT:**

Department of Transportation  
Right of Way Section  
Property Management Office  
P. O. Box 778  
Dover, DE 19903  
(302) 760-2228

**LESSEE:**

City of Wilmington  
c/o City Solicitor  
800 N. French Street  
Wilmington, DE 19801  
(302) 576-2100

20. Rent shall be \$1.00 (one dollar and zero cents) for the initial term plus all extension periods.
-

In witness whereof, the parties have executed this Lease and affixed their respective seals the day, month, and year set forth below their respective names.

Approved as to the form this \_\_\_ day of \_\_\_\_\_, 2016

**CITY OF WILMINGTON**

\_\_\_\_\_  
Assistant City Solicitor

By: \_\_\_\_\_  
Dennis P. Williams, Mayor

Date:

**DEPARTMENT OF TRANSPORTATION,  
STATE OF DELAWARE**

RECOMMENDED:

RECOMMENDED:

\_\_\_\_\_  
Robert M. Cunningham  
Chief, Right of Way

\_\_\_\_\_  
Donald Weber  
North District Engineer

Date:

Date:

APPROVED AS TO FORM:

\_\_\_\_\_  
Annie Cordo  
Deputy Attorney General

Date:

ATTEST:

APPROVED:

\_\_\_\_\_  
Name Hugh Curran  
Director, Finance

\_\_\_\_\_  
Jennifer Cohen  
Secretary  
Delaware Department of Transportation

Date:

Date:

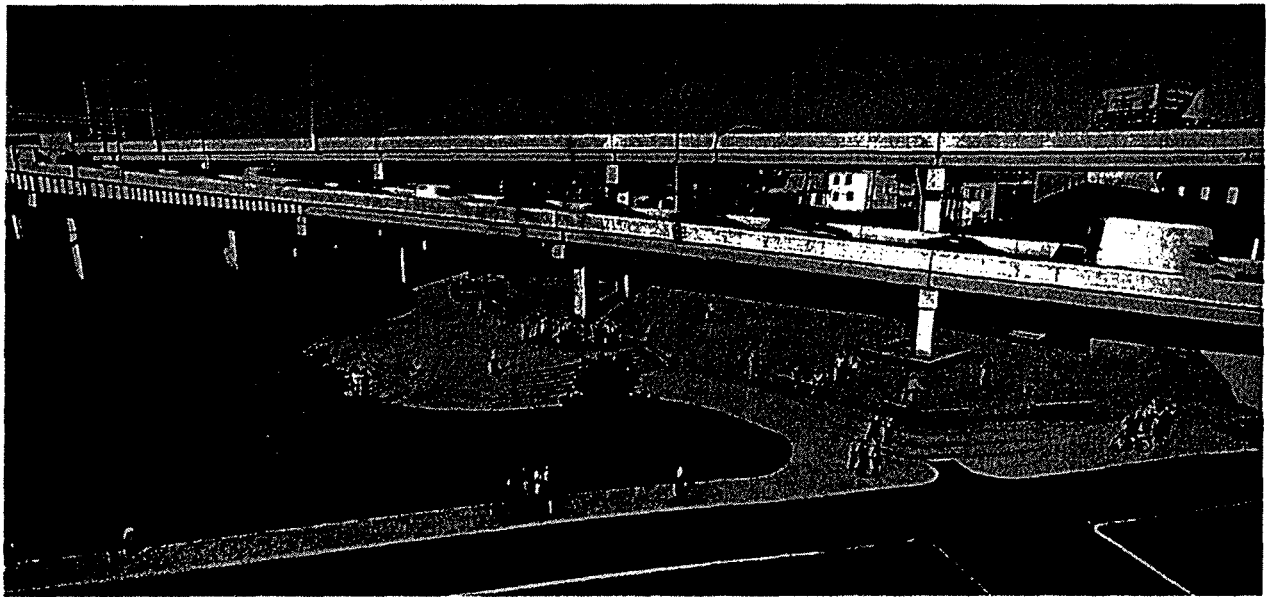
**Attachment #5:  
Plan and Renderings for Skate Plaza**







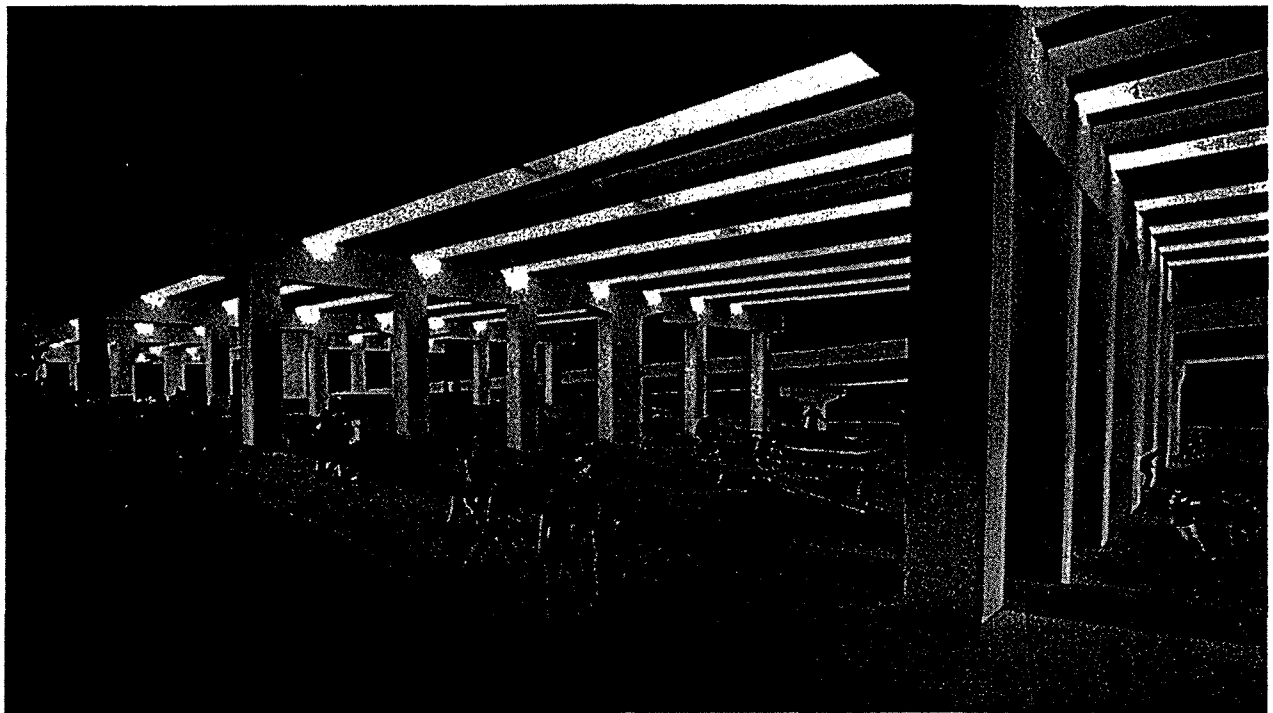
Existing conditions at the Skate Plaza site, looking west along Liberty Street underneath I-95.



A rendering of the first proposed Skate Plaza Plan (the current Plan shown on the previous page is slightly different).



View of the pedestrian pathway and Skate Plaza looking north towards Maryland Avenue.

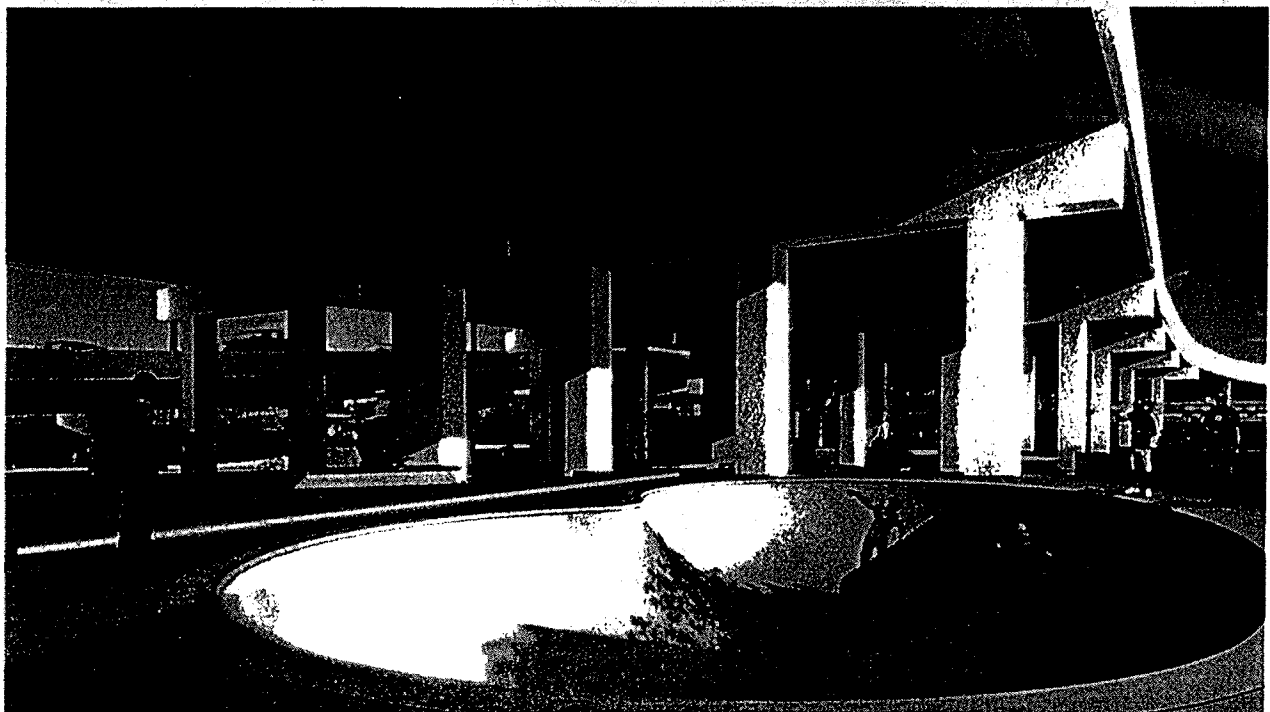


View of the pedestrian pathway and Skate Plaza looking east towards the I-95 off ramp. Lighting will be included in a later phase of the project.

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View of the pedestrian pathway and Skate Plaza looking south from Maryland Avenue towards the Riverfront.



View of the bowl located in the north part of the Skate Plaza near Maryland Avenue.

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**Attachment #6:  
Existing Conditions Map**

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**Attachment #7:  
Public Notice**

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DENNIS P. WILLIAMS  
MAYOR

City of Wilmington  
Delaware

LOUIS L. REDDING - CITY/COUNTY BUILDING  
800 FRENCH STREET  
WILMINGTON, DELAWARE  
19801-3537  
WWW.WILMINGTONDE.GOV



## PUBLIC NOTICE

**TO:** Property Owners and Interested Parties

**FROM:** Wilmington Department of Planning and Development

**DATE:** March 2, 2016

**RE:** **Resolution 6-16:** A proposal to close Liberty Street between Lower Linden Street and Bird Street underneath I-95 in order to accommodate the construction and long term use of the site as the Wilmington Skate Plaza.

The City of Wilmington proposes to close Liberty Street between Lower Linden Street and Bird Street underneath I-95 in order to accommodate the construction and long term use of the site as the Wilmington Skate Plaza. Under this proposal, Liberty Street will be retained as a paper street on the Official City Map, so that if in the future the City requires the use of this Street, it can be rebuilt as a public right-of-way.

The City Planning Commission is scheduled to review this request on **Tuesday, March 15, 2016 at 6:30 p.m. in City Council Chambers, First Floor, Louis L. Redding City/County Building, 800 North French Street, Wilmington.** If you have any questions or comments regarding this proposal, please contact Leah Kacanda of the Wilmington Department of Planning at (302) 576-3104. Comments on this proposal may also be submitted in writing to:

Department of Planning and Development  
Attn: Leah Kacanda, Planner I  
Louis L. Redding City/County Building  
800 North French Street  
Wilmington, DE 19801

Attachment

cc: Honorable Members of Wilmington City Council  
Gary Fullman, Chief of Staff, Office of the Mayor  
Leonard Sophrin, Director, Department of Planning and Development

---



ROBERT I. MARSHALL  
STATE SENATOR  
3<sup>rd</sup> District



SENATE  
STATE OF DELAWARE  
411 LEGISLATIVE AVENUE  
DOVER, DELAWARE 19901

MAR11 '16 RCVI

COMMITTEES  
Labor & Industrial Relations, Chr.  
Public Safety, Chr.  
Bond  
Children, Youth & Families  
Education  
Health & Social Services  
Natural Resources &  
Environmental Control

Attn: City Planning Commission Members

Louis L. Redding City/County Building

800 North French Street

Wilmington, DE 19801

Dear City Planning Commission Members:

I am writing to express my support of the closure of Liberty Street between Lower Linden Street and Bird Street underneath I-95 in order to accommodate the construction and long term use of the site as the Wilmington Skate Plaza.

This project will turn a blighted space into a community asset. My constituents and I eagerly await the opening of the Skate Plaza.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Marshall".

Robert I. Marshall

Third Senatorial District

HELENE M. KEELEY  
*Speaker Pro-Tempore*  
STATE REPRESENTATIVE  
3rd District



HOUSE OF REPRESENTATIVES  
STATE OF DELAWARE  
411 LEGISLATIVE AVENUE  
DOVER, DELAWARE 19901

MAR 11 '16 RCVD

COMMITTEES  
Revenue & Finance, Chair  
Gaming & Pari-Mutuels, Vice Chair  
Economic Development, Banking,  
Insurance & Commerce  
Labor

March 9, 2016

Department of Planning and Development  
Attn: City Planning Commission Members  
Louis L. Redding City/County Building  
800 North French Street  
Wilmington, DE 19801

Dear City Planning Commission Members:

I am writing to express my support of the closure of Liberty Street between Lower Linden Street and Bird Street underneath I-95 in order to accommodate the construction and long term use of the area as the Wilmington Skate Plaza.

This project will turn a blighted space into a community asset. My constituents and I eagerly await the opening of the Skate Plaza. Thank you for your time and attention to this important issue.

Sincerely,

A handwritten signature in cursive script that reads "Helene".

Helene M. Keeley  
State Representative, 3<sup>rd</sup> District



# City of Wilmington

Sherry Dorsey Walker  
City Council Member, 6th District

Louis L. Redding City/County Building  
800 N. French Street  
Wilmington, Delaware 19801-3537

phone (302) 576-2140  
fax (302) 571-4071  
www.WilmingtonDE.gov

March 14, 2016

Director Leonard Sophrin  
Planning Department  
City of Wilmington  
Louis L. Redding City County Building  
800 North French Street  
Wilmington, DE 19801

Dear Director Sophrin:

I am writing this letter in full support of Resolution 6-16 to close Liberty Street between Linden and Bird Streets to accommodate the construction and long-term use of the site for the ultimate Wilmington Fitness Plaza.

After several meetings with my constituents regarding the communal benefits of the plaza, we agree that the venture will prove to be an asset to Wilmingtonians. It will serve as a multi-generational meeting place for families to sit and enjoy one another, while watching the exploits of some of the most talented youth in our community. As well, Seniors will have a walking trail to maintain a positive quality of life, while benefitting from urban living.

Please feel free to reach me at via email at [Dorseyforcouncil@aol.com](mailto:Dorseyforcouncil@aol.com) or telephone at 302.777.3712. I thank you in advance for your prompt attention to this matter.

Sincerely,

Councilwoman Sherry Dorsey Walker

---

#### Committee Member

Community and Economic Development  
Education, Youth & Families  
Health, Aging & Disabilities  
Housing, Licenses & Inspections  
Wilmington Cable, Video and Telecommunications Commission

#### Residence

1714 Chestnut Street  
Wilmington, Delaware 19805  
phone (302) 777-3712



P.O. Box 411  
Hockessin, DE 19707  
info@wilmingtonskateproject.org  
www.wilmingtonskateproject.org

March 14, 2016

Board of Directors

Officers

Anthony Santoro – President  
*DiamondState Photography*

Joe Castro – Vice-President  
*Red Artie Studio's*

Brannon John – Treasurer  
*Kinetic Skateboarding*

Ben Jones – Secretary  
*Kinetic Skateboarding*

Directors

Mark Calder – Founding Member  
*DuPont Company*

Chuck Trecco  
*Professional Musician/Skateboarder*

Elizabeth Knox  
*The Logan Hotel - Philadelphia*

Marisa Rickard  
*State of Delaware - Coordinator*

Dear Members of the City Planning Commission,

It is our pleasure that we, The Wilmington Skate Project, write this letter in support of Resolution 6-16 being submitted for consideration to the City Planning Commission on Tuesday, March 15, 2016.

*Resolution 6-16: A proposal to close Liberty Street between Lower Linden Street and Bird Street underneath I-95 in order to accommodate the construction and long term use of the site as the Wilmington Skate Plaza.*

Closing this portion of Liberty Street will make way for The Wilmington Skate Plaza. The proposed Skate Plaza will be a durable, world-class park that turns a vacant urban space into another showpiece for the City of Wilmington.

Within walking distance of the Browntown and Hedgeville neighborhoods as well as Wilmington's Riverfront, the Wilmington Skate Plaza will promote a healthy and active lifestyle for not only Wilmington's youth, but people of all ages and backgrounds as well. Many older enthusiasts that support the Wilmington Skate Plaza are fathers, mothers, and successful members of the creative, business and cultural communities and will serve as positive role models for our younger skateboarders who frequent the park.

In closing, we want to reiterate our support for the closing of Liberty Street as outlined in Resolution 6-16 to make way for the Wilmington Skate Plaza. We look forward to a favorable outcome to this proposed resolution and subsequent completion of Wilmington's world-class, all inclusive skate plaza.

Sincerely,

Anthony G. Santoro  
President - The Wilmington Skate Project

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The Wilmington Skate Project (WSP) is a 501(c)(3) nonprofit comprised of dedicated volunteers who are committed to the establishment of free, quality skateboarding facilities in the city of Wilmington. WSP's members are a diverse group, with skateboarders, parents and small-business owners who recognize the value of skateboarding to the individual as well as the community. We view skateboarding as a healthy and fun recreational activity as well as a creatively unique lifestyle.