

Wilmington, Delaware  
June 15, 2023

#

**Sponsor:**

**Council  
Member  
Oliver**

**WHEREAS**, pursuant to Wilm. C. (Charter) § 1-101, the City may acquire, hold, manage, and dispose of property on such terms as it deems proper for any municipal purpose; and

**WHEREAS**, Wilm. C. § 2-627 authorizes the Department of Public Works, subject to the approval of Council by resolution, to grant such easements as shall be necessary to facilitate the construction, maintenance, operation, and/or repair of streets, roads, sidewalks, and/or other public rights-of-way; and

**WHEREAS**, the City currently owns the Seventeenth Street right-of-way between Rising Sun Lane and Tower Road (the “Right-of-Way”); and

**WHEREAS**, the Tower Hill School Association (“Tower Hill”), located at the property adjacent to the Right-of-Way, namely 2813 West Seventeenth Street, Wilmington, Delaware (being Tax Parcel No. 26-005.30-011), would like to make certain improvements to the Right-of-Way including, but not limited to, the installation of cobblestones and bumpouts for safety purposes (collectively, the “Improvements”); and

**WHEREAS**, Tower Hill has requested the City grant it an easement accommodating the Improvements, as set forth in a proposed agreement between the City and Tower Hill (the “Right-of-Way Easement Agreement”), a copy of which, in substantial form, is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, City Council deems it necessary and appropriate to approve the grant of the easement to Tower Hill as set forth in the Right-of-Way Easement Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that Council hereby approves the City's grant of an easement to Tower Hill in the Right-of-Way for Tower Hill to make the Improvements pursuant to the terms of the Right-of-Way Easement Agreement, a copy of which, in substantial form, is attached hereto and incorporated herein as Exhibit A.

**BE IT FURTHER RESOLVED** that the Mayor, or his designee, is hereby authorized to execute any and all documents necessary to effectuate the grant of the easement, and the appropriate officers of the City are hereby authorized to take any and all further undertakings and assurances that may be appropriate.

Passed by City Council,

ATTEST: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** This Resolution approves the City's grant of an easement to the Tower Hill School Association in the Seventeenth Street right-of-way between Rising Sun Lane and Tower Road to accommodate the construction and maintenance of certain improvements.

W0121282

## **EXHIBIT A**

Tax Parcel Nos: 26-005.30-011 and  
Portion of the Right-of-Way Comprising  
Seventeenth Street Between Rising Sun Lane  
and Tower Road

Prepared by and Return to:  
Elizabeth D. Power, Esquire  
City of Wilmington Law Department  
800 North French Street, 9<sup>th</sup> Floor  
Wilmington, DE 19801

### **RIGHT-OF-WAY EASEMENT AGREEMENT**

THIS RIGHT-OF-WAY EASEMENT AGREEMENT (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the CITY OF WILMINGTON, a municipal corporation of the State of Delaware (the “Grantor” or the “City”), and TOWER HILL SCHOOL ASSOCIATION, a Delaware corporation (the “Grantee”).

WHEREAS, the Grantor owns the Seventeenth Street right-of-way between Rising Sun Lane and Tower Road (the “Right-of-Way”);

WHEREAS, the Grantee owns an adjacent parcel of land and the building(s) situated thereon having an address of 2813 West Seventeenth Street, Wilmington, Delaware and being Tax Parcel No. 26-005.30-011 (the “Grantee’s Land”);

WHEREAS, the Grantee desires to make certain improvements to the Right-of-Way, including, but not limited to, installing cobblestones on a portion of the Right-of-Way;

WHEREAS, the Grantee requires a permanent easement on the Right-of-Way in order to install and maintain such improvements; and

WHEREAS, the Wilmington City Council has approved by resolution the granting of the easement set forth in this Agreement.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby and by the foregoing recitals, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, promise and agree to the following:

1. Easement. The Grantor hereby gives, grants, and conveys to the Grantee a non-exclusive easement over, upon, and across the Right-of-Way as specifically depicted in Exhibit “A” attached hereto and incorporated by reference herein (the “Easement”) in order to construct, install, maintain, repair, replace, and remove certain improvements, including, but not limited to, the installation and maintenance of cobblestones and bumpouts on a portion of the Right-of-Way, as more fully depicted on Exhibit “A” attached hereto and incorporated by reference herein (collectively, the “Improvements”).



2. Approval of the Commissioner of Public Works. The Grantee shall obtain the written approval of the Commissioner of Public Works (the “Commissioner”) prior to (i) installing each and every one of the Improvements, (ii) altering any of the Improvements, or (iii) removing any of the Improvements.

3. Installation and Maintenance of the Improvements. The Grantee shall be responsible, and the Grantee’s sole cost and expense, for the construction, installation, maintenance, repair, replacement, and removal of the Improvements.

4. Snow Removal. The Grantor shall not be responsible for any snow removal or repair within the Right-of-Way. The Grantee shall be responsible for any and all snow removal and repair in the Right-of-Way at the Grantee’s sole cost and expense.

5. Right of Grantor to Request Alteration or Removal of Certain Improvements. The Grantor shall have the right to require that the Grantee, at the Grantee’s sole cost and expense, alter or remove certain of the Improvements if the Commissioner deems such alteration or removal necessary for any public purpose or the event of an emergency. In such an event (except in the event of an emergency), the Grantor shall provide the Grantee with thirty (30) days’ written notice of such demand.

6. Reservation of Rights. The Grantor expressly retains for itself, any and all utilities, and members of the public full rights to the use of the Right-of-Way for any lawful purposes that do not interfere with, or impede the use of, the Easement granted to the Grantee herein, including by way of example but not limitation, the right to utilize the Right-of-Way for continued ingress, egress, and regress.

7. Abandonment of Easement; Default. If the Grantee, or its successors and permitted assigns, ever abandons the Improvements or defaults on its obligations under this Agreement, the Easement as set forth in Section 1 above shall automatically terminate, be null and void, and will no longer encumber the Right-of-Way of the Grantor. “Abandonment” has its plain and legal meaning but includes the following: the failure to maintain the Improvements to the standards required by all applicable statutes, ordinances, and regulations or any change in use of the building(s) on Grantee’s Land. If the Grantee, or its successors and permitted assigns, abandons the Improvements or if this Agreement otherwise terminates, the Grantee, its successors or permitted assigns, shall solely, at the Grantee’s sole cost and expense, remove the Improvements and restore the Right-of-Way to its condition before the installation of the Improvements, or, alternatively, shall be liable to the Grantor for the full amount of the cost to the Grantor of restoring the Right-of-Way to its pre-installation condition, which total cost shall constitute a lien on the Grantee’s Land. The Grantee shall notify the Grantor in writing of its intent to abandon the Improvements at least ninety (90) days before it takes any action that is reasonably likely to cause an abandonment of the Improvements, or, if appropriate, immediately following the discovery of any change or condition that necessitates an abandonment of the Easement.

8. Termination of Easement by the Grantor. The Grantor shall have the right to terminate the Easement upon thirty (30) days' written notice to the Grantee for any public purpose deemed necessary by the Commissioner. The thirty-day notice requirement shall not apply to any situation deemed by the Commissioner to be an emergency.

9. No Encumbrances or Assignments. The Grantee shall not encumber or assign the Easement without the express prior written approval of the Grantor.

10. No Third-Party Beneficiaries. Notwithstanding anything contained in this Agreement to the contrary, this Agreement is solely for the benefit of the parties hereto, their successors and permitted assigns, and shall not benefit any third party or create or operate to create, either expressly or impliedly any rights, title, or interests hereunder in favor of any third party.

11. Indemnification. The Grantee shall defend, indemnify, and hold the Grantor, its officers, agents, and employees, safe and harmless from and against from any and all losses, costs, damages, claims, actions, or liabilities on account of the death or injury of any person or persons or and any and all damage or destruction of any property on the Easement whenever such death, injury, property damage, or destruction arises from or grows out of the exercise of the Grantee's rights herein. This section shall survive any subsequent termination of this Agreement.

12. Permits. The Grantee, at the Grantee's sole cost and expense, shall obtain all required permits for the construction, installation, maintenance, repair, replacement, and removal of the Improvements.

13. Applicable Law. The Grantee shall abide by all laws and regulations whatsoever in effect which govern the construction, installation, use, maintenance, repair, and removal of the Improvements. In the event the Grantee fails to comply with any such law or regulation, the Grantor shall be afforded all rights and remedies available at law, including, but not limited to, the right to cure any unlawful condition at the sole expense of the Grantee, and, in its discretion, to terminate this Agreement and the Easement it grants.

14. Notices. All notices under this Agreement shall be in writing and sent prepaid by (i) certified mail, return receipt requested, (ii) overnight courier of national or regional recognition (such as UPS or Federal Express) or (iii) personal delivery or courier. The written notice shall to the extent practicable cite to the applicable term of this Agreement and must in all cases be accompanied by a copy of the fully executed Agreement:

(a) If intended for the City of Wilmington (the Grantor):

City of Wilmington  
Department of Public Works  
800 North French Street, Sixth Floor  
Wilmington, DE 19801  
Attn: Commissioner

- with a copy to -

City of Wilmington  
Law Department  
800 North French Street, Ninth Floor  
Wilmington, DE 19801  
Attn: City Solicitor

(b) If intended for Tower Hill School Association (the Grantee):

Name:  
Address:

15. Miscellaneous.

(a) If any provision of this Agreement, or the application thereof to any person or circumstances, is or shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to any other persons or circumstances, shall not be affected thereby.

(b) The paragraph headings in this Agreement are for convenience only, do not define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part thereof.

(c) This Agreement shall be binding upon the parties and their successors and permitted assigns in title and inure to the benefit of the parties and their employees, successors, permitted assigns, independent contractors and agents and its terms shall run with the land.

(d) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. All disputes in connection with this Agreement shall be resolved by a court of competent jurisdiction located New Castle County, Delaware.

(e) This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

(f) This Agreement may not be modified, changed, or supplemented, nor may any of the obligations and rights be waived, except by written instrument signed by both parties to this Agreement.

(g) This Agreement may be executed in one or more counterparts, and all counterpart-signed documents shall be deemed to be an original and one (1) instrument.

(h) This Agreement shall be recorded in the office of the Recorder of Deeds for New Castle County, Delaware.

IN WITNESS WHEREOF, the parties executed this Agreement under seal on the date first above written.

**CITY OF WILMINGTON**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_(SEAL)  
Name: Kelly A. Williams  
Title: Commissioner of Public Works

[CORPORATE SEAL]

State of Delaware            )  
  ) ss.  
County of New Castle        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, there did appear before me, a Notary Public for the State and County aforesaid, Kelly A. Williams, Commissioner of Public Works of the City of Wilmington, who did execute the foregoing Right-of-Way Easement Agreement on behalf of the City of Wilmington.

\_\_\_\_\_  
Notary Public

[signatures continue on next page]

**TOWER HILL SCHOOL ASSOCIATION**

By: \_\_\_\_\_ (SEAL)

Name:

Title:

\_\_\_\_\_  
Witness

[CORPORATE SEAL]

State of Delaware            )  
  ) ss.  
County of New Castle        )

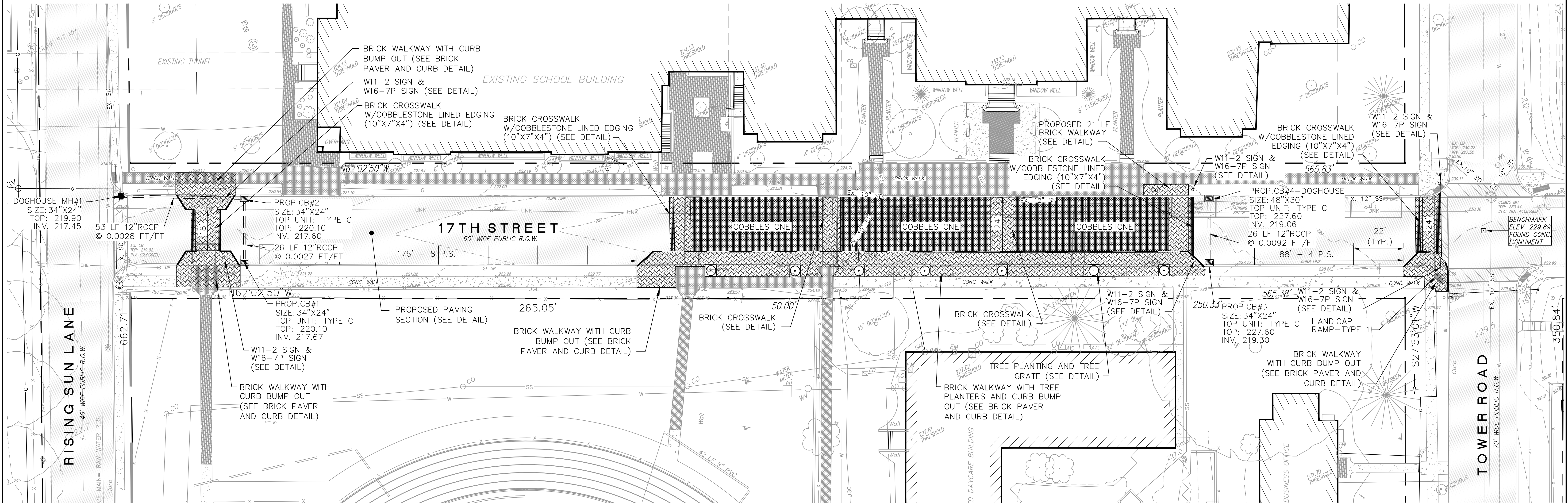
On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, there did appear before me,  
a Notary Public for the State and County aforesaid, \_\_\_\_\_, the  
\_\_\_\_\_, who did execute the foregoing Right-of-  
Way Easement Agreement on behalf of Tower Hill School Association.

\_\_\_\_\_  
Notary Public

# **EXHIBIT A**

**(DEPICTION OF EASEMENT AND IMPROVEMENTS)**





STREET IMPROVEMENT PLAN -  
SITE LAYOUT  
TOWER HILL SCHOOL  
CITY OF WILMINGTON — NEW CASTLE COUNTY — DELAWARE

LEGEND					
EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED
CURB & GUTTER		FIRE HYDRANT		IRON PIPE	
CONCRETE SIDEWALK, SLAB, PAVING		WATER VALVE		CONCRETE MONUMENT	
BRICK OR BRICK PAVER		6" W WATER LINE W/ SIZE		50' CONTOUR	
IMPERVIOUS SURFACED ROAD, DRIVE OR PARKING		TELEPHONE BOX		50.00 SPOT ELEVATION	
STRUCTURE (CONC, WOOD, METAL, ETC.)		OVERHEAD TELE		BENCHMARK	
PROPERTY LINE		UNDERGROUND TELE		PULL BOX	
CENTER LINE		TELEPHONE M.H.		12" RCP DRAINAGE PIPE W/ SIZE & TYPE	
METAL FENCE		GAS METER		CATCH BASIN	
		GAS VALVE		DRAINAGE M.H.	
		8" GAS GAS LINE W/ SIZE		LAMP HOLE	
		GAS M.H.			

SITE DATA	
1. OWNER/ADDRESS INFORMATION:	TOWER HILL SCHOOL ASSOCIATES 2813 WEST 17TH STREET WILMINGTON, DE 19806
2. TAX PARCEL NUMBER:	26-005.30-001
3. WATER SUPPLY:	CITY OF WILMINGTON
4. SANITARY SEWER:	CITY OF WILMINGTON
5. DATUM / BENCHMARK:	NAD 83 (HORIZONTAL) NAVD 88 (VERTICAL) BENCHMARK IS A FOUND CONCRETE MONUMENT AT THE INTERSECTIONS OF TOWER ROAD AND W 17TH STREET AT ELEVATION 229.89.
6. DATE OF SURVEY:	FEBRUARY 27, 2023 BY APEX ENGINEERING, INCORPORATED
7. UTILITIES:	EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES INVOLVED IN ORDER TO SECURE THE MOST ACCURATE INFORMATION AVAILABLE AS TO UTILITY LOCATIONS AND ELEVATION. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGIN WITHOUT NOTIFYING THEIR OWNERS LEAST 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE AND ANY DAMAGE DONE TO THEM DUE TO HIS NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT THE CONTRACTOR'S EXPENSE. TO LOCATE EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT MISS UTILITY OF DELMARVA (TELEPHONE 800-282-8555).

**APEX** ENGINEERING INCORPORATED  
27 W. MARKET STREET NEWPORT, DELAWARE 19804  
(302) 994-1900 (302) 994-9099 FAX

20 10 0 20 40 60

SCALE 1" = 20'

DATE 3/17/23

SHEET NO. 1

SURVEYED BY: KP/JS

DRAWN BY: BES

MICROFILM NO.

CHECKED BY: SGD

OF 5

PROJECT / FILE NUMBER 99276041PBASE

REVISION

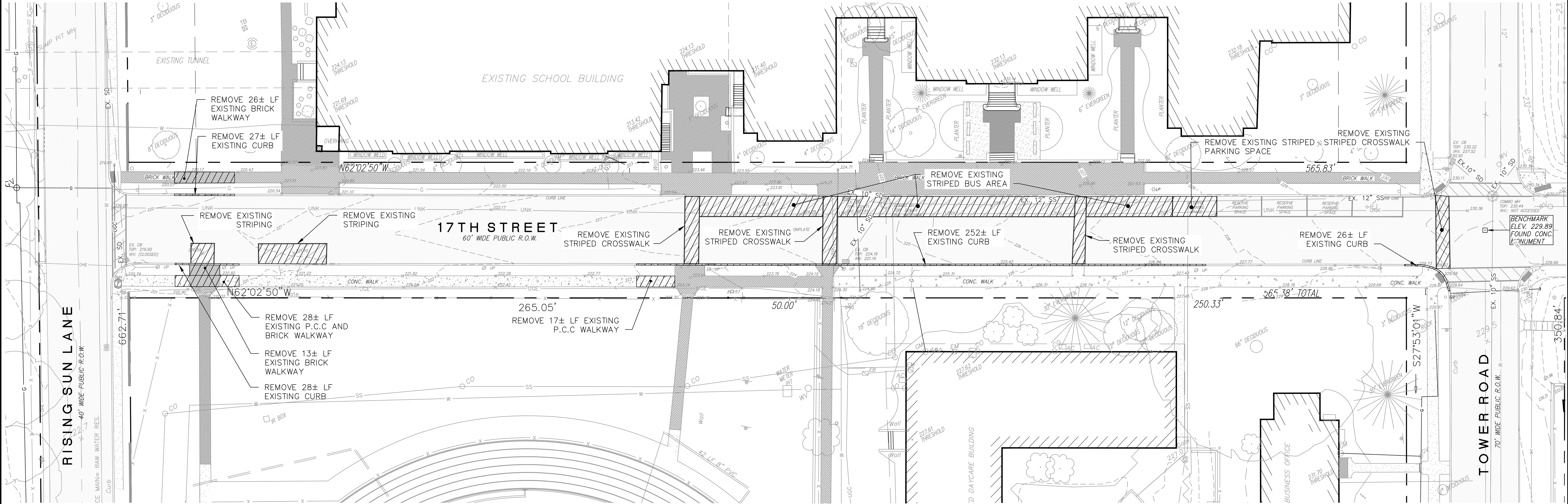
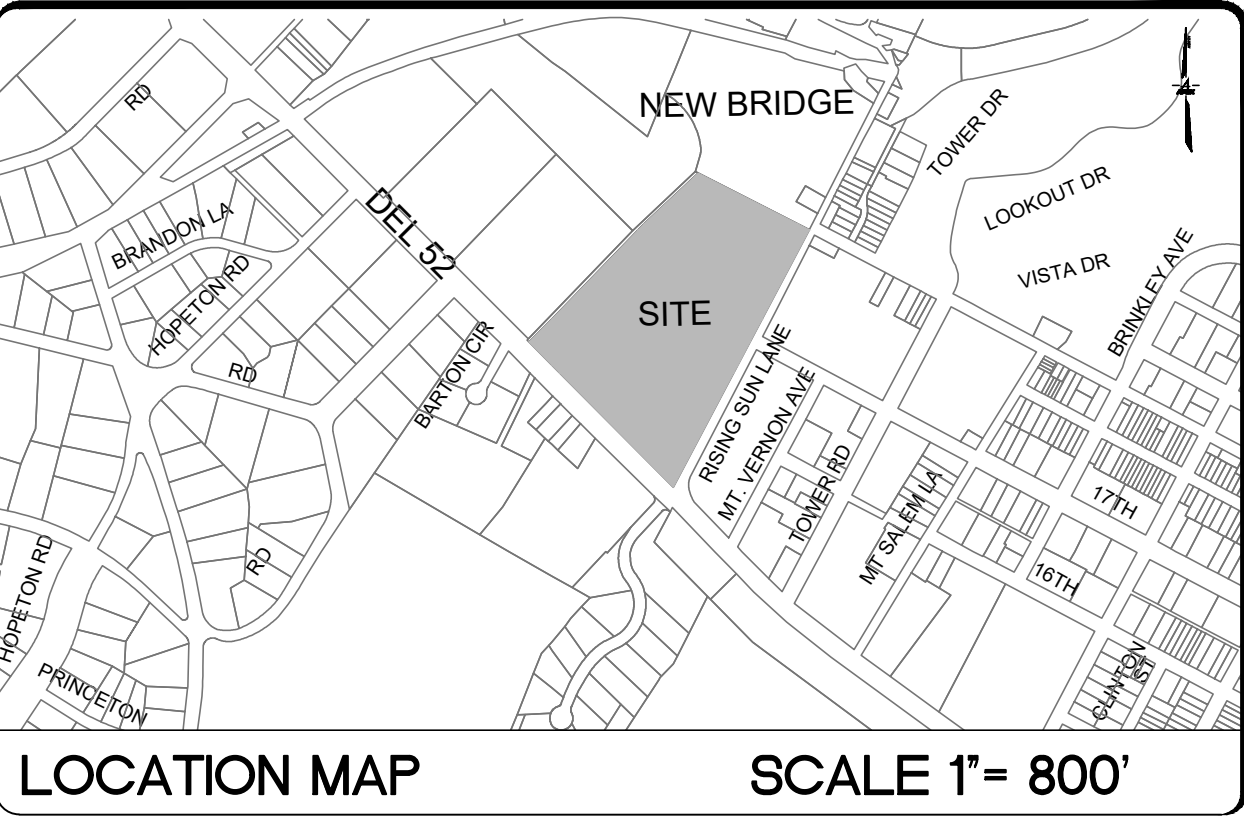
REV DATE COMMENT

CHECKED

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STREET IMPROVEMENT PLAN -  
DEMOLITION PLAN  
TOWER HILL SCHOOL  
CITY OF WILMINGTON — NEW CASTLE COUNTY — DELAWARE

LEGEND

EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED
CURB & GUTTER		FIRE HYDRANT		IRON PIPE		SAN. CLEAN OUT	
CONCRETE SIDEWALK, SLAB, PAVING		6" W WATER LINE W/ SIZE		50' CONTOUR		COMBINATION M.H.	
BRICK OR BRICK PAVER		TELEPHONE BOX		50.00 SPOT ELEVATION		SANITARY M.H.	
IMPERVIOUS SURFACED ROAD, DRIVE OR PARKING		OVERHEAD TELE		BENCHMARK		UTILITY POLE	
STRUCTURE (CONC, WOOD, METAL, ETC.)		UNDERGROUND TELE		PULL BOX		ELECTRIC BOX	
PROPERTY LINE		TELEPHONE M.H.		12" RCP DRAINAGE PIPE W/ SIZE & TYPE		LIGHT POLE	
CENTER LINE		GAS METER		CATCH BASIN		TRAFFIC SIGNAL	
METAL FENCE		GAS VALVE		DRAINAGE M.H.		ELECTRIC M.H.	
		8" GAS GAS LINE W/ SIZE		LAMP HOLE		PARKING METER	
		GAS M.H.				POST INDICATOR VALVE	

SITE DATA

- OWNER/ADDRESS INFORMATION:  
TOWER HILL SCHOOL ASSOCIATES  
2813 WEST 17TH STREET  
WILMINGTON, DE 19806
- TAX PARCEL NUMBER: 26-005.30-001
- WATER SUPPLY: CITY OF WILMINGTON
- SANITARY SEWER: CITY OF WILMINGTON
- DATUM / BENCHMARK: NAD 83 (HORIZONTAL)  
NAVD 88 (VERTICAL) BENCHMARK IS A FOUND CONCRETE MONUMENT AT THE INTERSECTIONS OF TOWER ROAD AND W 17TH STREET AT ELEVATION 229.89.
- DATE OF SURVEY: FEBRUARY 27, 2023 BY APEX ENGINEERING, INCORPORATED
- UTILITIES: EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES INVOLVED IN ORDER TO SECURE THE MOST ACCURATE INFORMATION AVAILABLE AS TO UTILITY LOCATIONS AND ELEVATION. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGIN WITHOUT NOTIFYING THEIR OWNERS LEAST 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE AND ANY DAMAGE DONE TO THEM DUE TO HIS NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT THE CONTRACTOR'S EXPENSE. TO LOCATE EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT MISS UTILITY OF DELMARVA (TELEPHONE 800-282-8555).

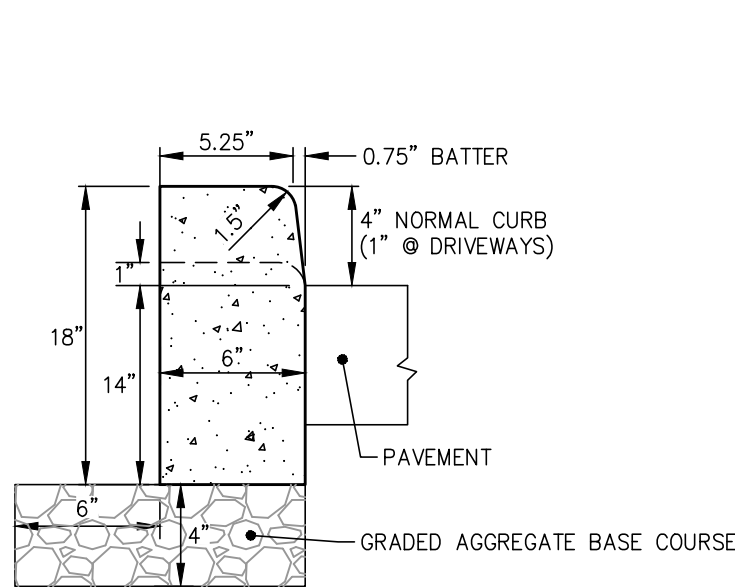
REV.	DATE	COMMENT	CHECKED

**APEX** ENGINEERING  
INCORPORATED  
27 W. MARKET STREET NEWPORT, DELAWARE 19804  
(302) 994-1900 (302) 994-9099 FAX

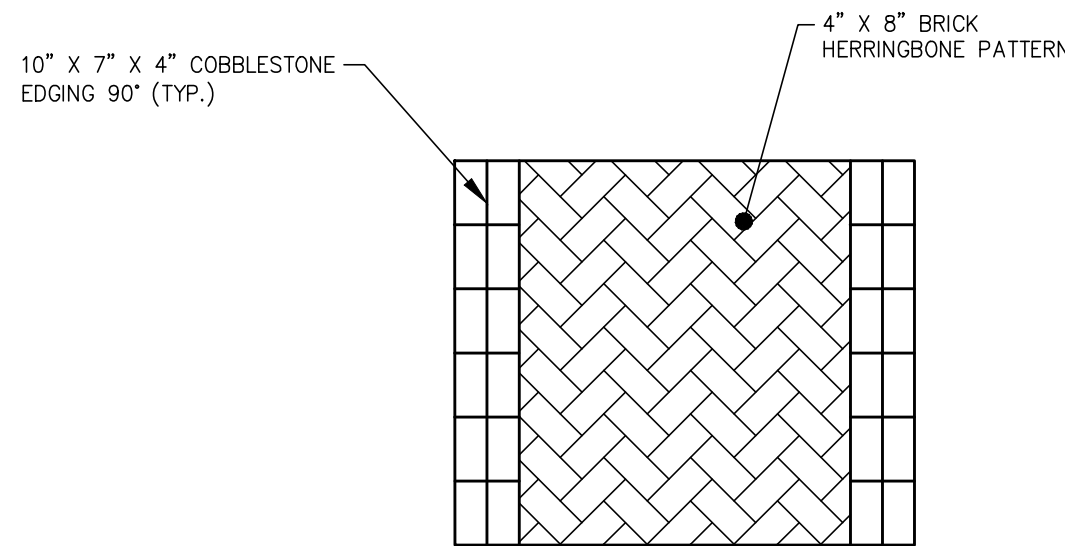
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SURVEYED BY: KP/JS	DRAWN BY: BES	OF 5
MICROFILM NO.	CHECKED BY: SGD	REVISION
PROJECT / FILE NUMBER 99276041PBASE		

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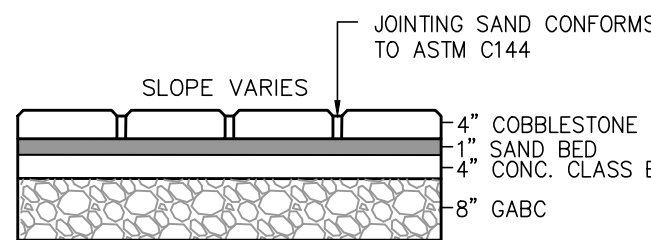




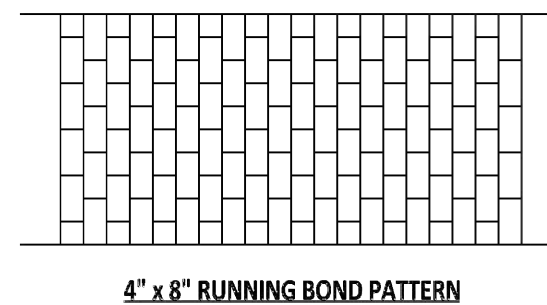
**P.C.C. CURB**  
NOT TO SCALE



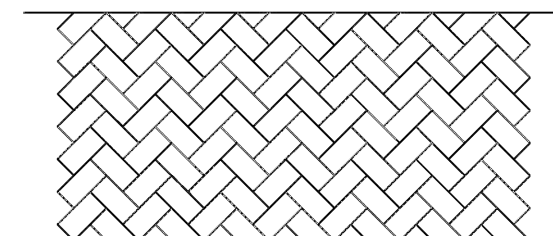
**BRICK CROSSWALK  
W/COBBLESTONE EDGE**  
NOT TO SCALE



**COBBLESTONE SECTION**  
NOT TO SCALE

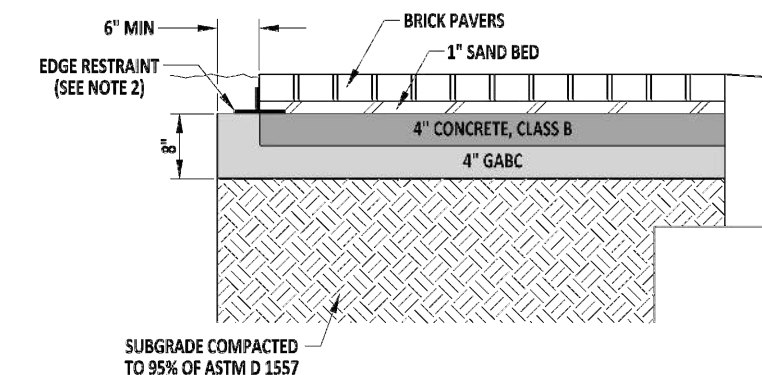


**4" x 8" RUNNING BOND PATTERN**



**4" x 8" HERRINGBONE PATTERN**

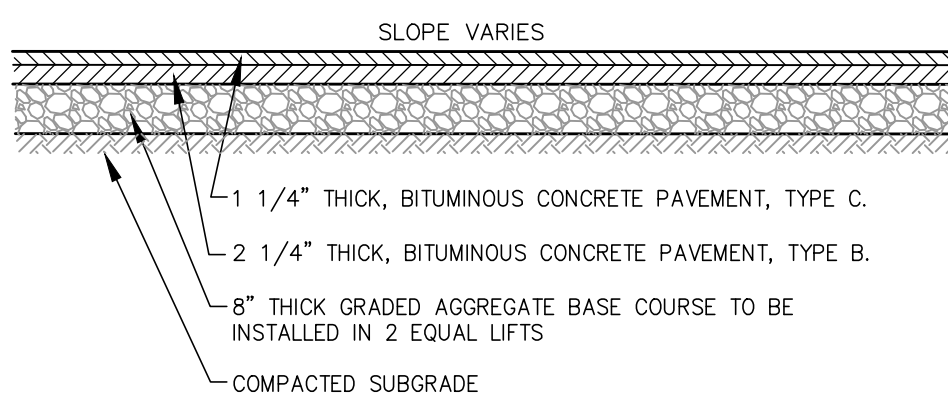
- NOTES:**
1. CONSTRUCT THE PATTERN SPECIFIED ON THE PLANS. COLOR IS TO BE "BRICK RED" UNLESS OTHERWISE NOTED ON THE PLANS.
  2. MATERIALS AND PAVEMENT BOX VARY DEPENDING ON PLANS.
  3. FOR CROSSWALK APPLICATIONS, REFER TO THE DETAIL CONTROL DEVICES FOR STRIPING WIDTH.
  4. THE PATTERNS ABOVE ARE THE PREFERRED PATTERNS AVAILABLE FOR SIDEWALK OR CROSSWALK APPLICATIONS.



**BRICK PAVER SIDEWALK DETAIL**

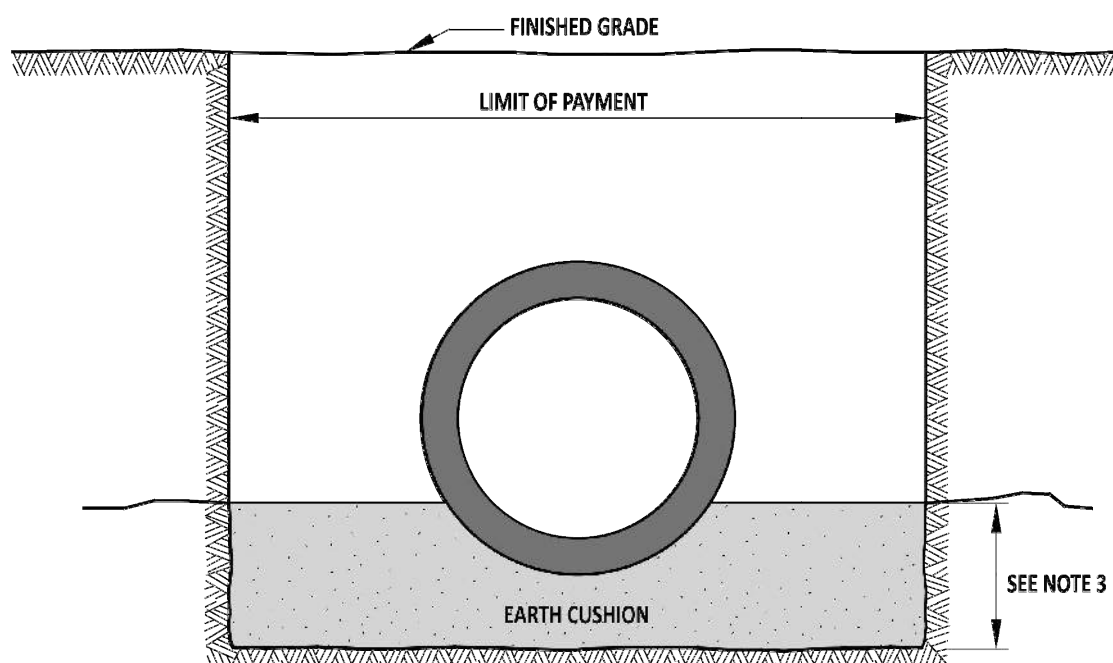
- NOTES:**
1. WHEN SIDEWALK IS CONFINED BY A RIGID STRUCTURE ON BOTH SIDES, PLACE EXPANSION JOINT MATERIAL FROM TOP OF BRICK TO BOTTOM OF CONCRETE BASE ON AT LEAST ONE SIDE OF THE SIDEWALK.
  2. EDGE RESTRAINT TO BE APPROVED BY THE ENGINEER IN THE FIELD AND INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS.

**BRICK PAVER**  
NOT TO SCALE



**PAVEMENT SECTION**  
NOT TO SCALE

NOTE: MATCH EXISTING PAVEMENT SECTION FOR PATCHING WITHIN R.O.W.

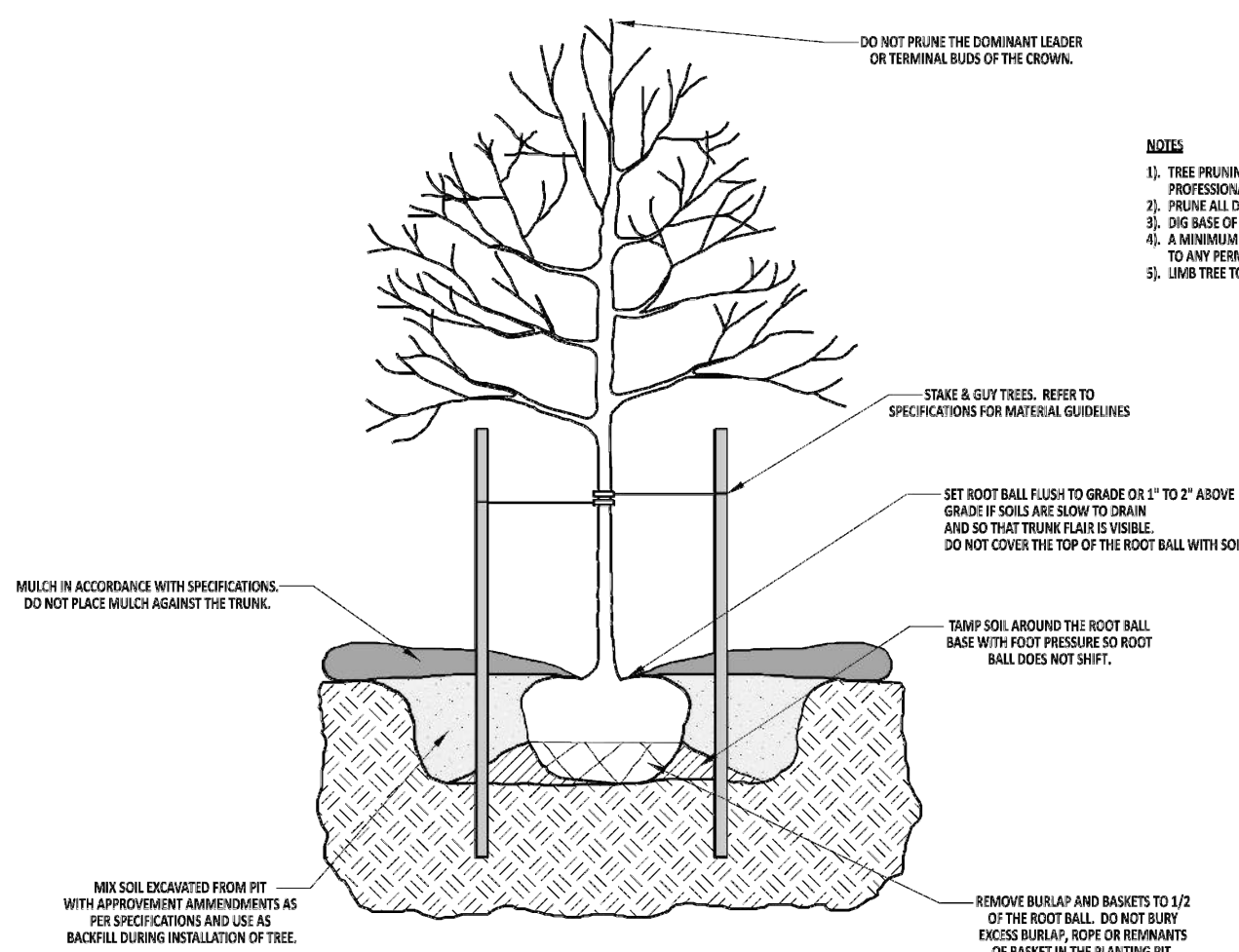


**CLASS C PIPE BEDDING**

**PIPE BEDDING**

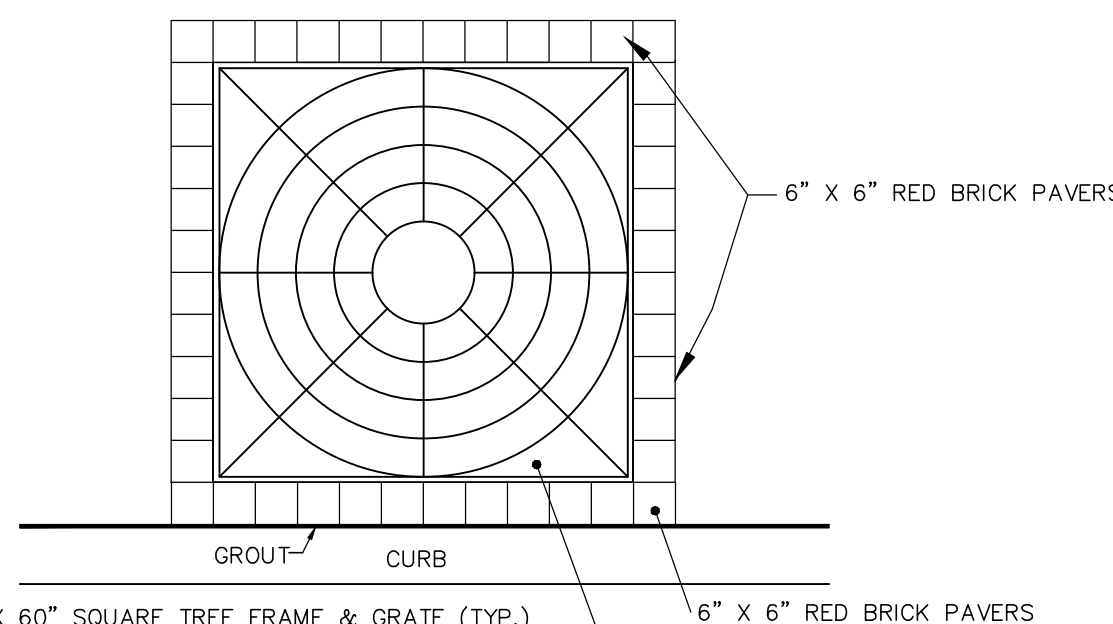
**PIPE BEDDING DETAIL**  
NOT TO SCALE

- NOTES:**
1. USE CLASS C BEDDING UNLESS OTHERWISE INDICATED.
  2. FOR CLASS A BEDDING, IMBED PIPE IN CONCRETE 6" FOR PIPES SMALLER THAN 24" I.D., 10" FOR PIPES 24" TO 60", AND FOR PIPES LARGER THAN 60" SEE PROJECT DETAILS.
  3. USE IN SITU MATERIAL AS APPROVED BY THE ENGINEER OR AS PER MANUFACTURER REQUIREMENTS.
  4. USE CLASS B CONCRETE FOR CONCRETE CUTOFF WALLS, PRECAST AS DIRECTED BY THE ENGINEER.

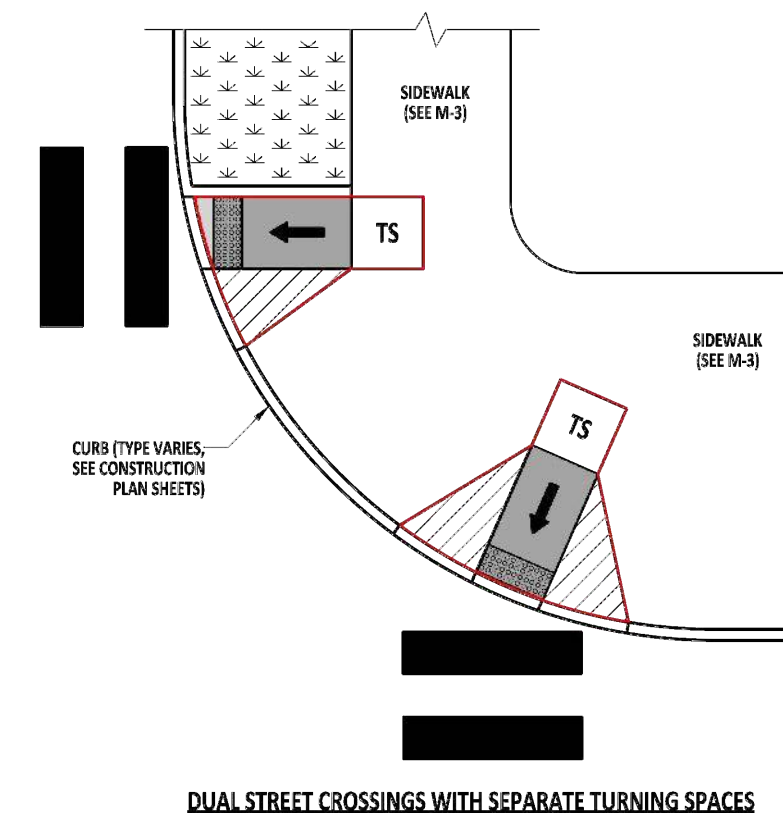


**TREE PLANTING DETAIL**  
NOT TO SCALE

- NOTES:**
1. TREE PLANTING IS TO BE PERFORMED BY AN I.S.A. CERTIFIED ARBORIST, CERTIFIED NURSERY PROFESSIONAL, OR UNDER THE DIRECTION THEREOF. DO NOT HEAVILY PRUNE TREES AT PLANTING.
  2. PRUNE ALL DEAD, DAMAGED, & CROSSING BRANCHES FOLLOWING INSTALLATION.
  3. USE BASE OF PLANTING PIT A MINIMUM OF TWO AND A MAXIMUM OF THREE TIMES THE SIZE OF THE ROOT BALL.
  4. A MINIMUM OF 1" IS REQUIRED FROM THE MIDDLE OF THE TREE TO ANY PERMANENT STRUCTURE (I.E. CURB, SIDEWALK, BUILDING, ETC.).
  5. LIMB TREE TO 7'-0" FOR PEDESTRIAN CLEARANCE WHEN PLANTING ADJACENT TO SIDEWALKS.

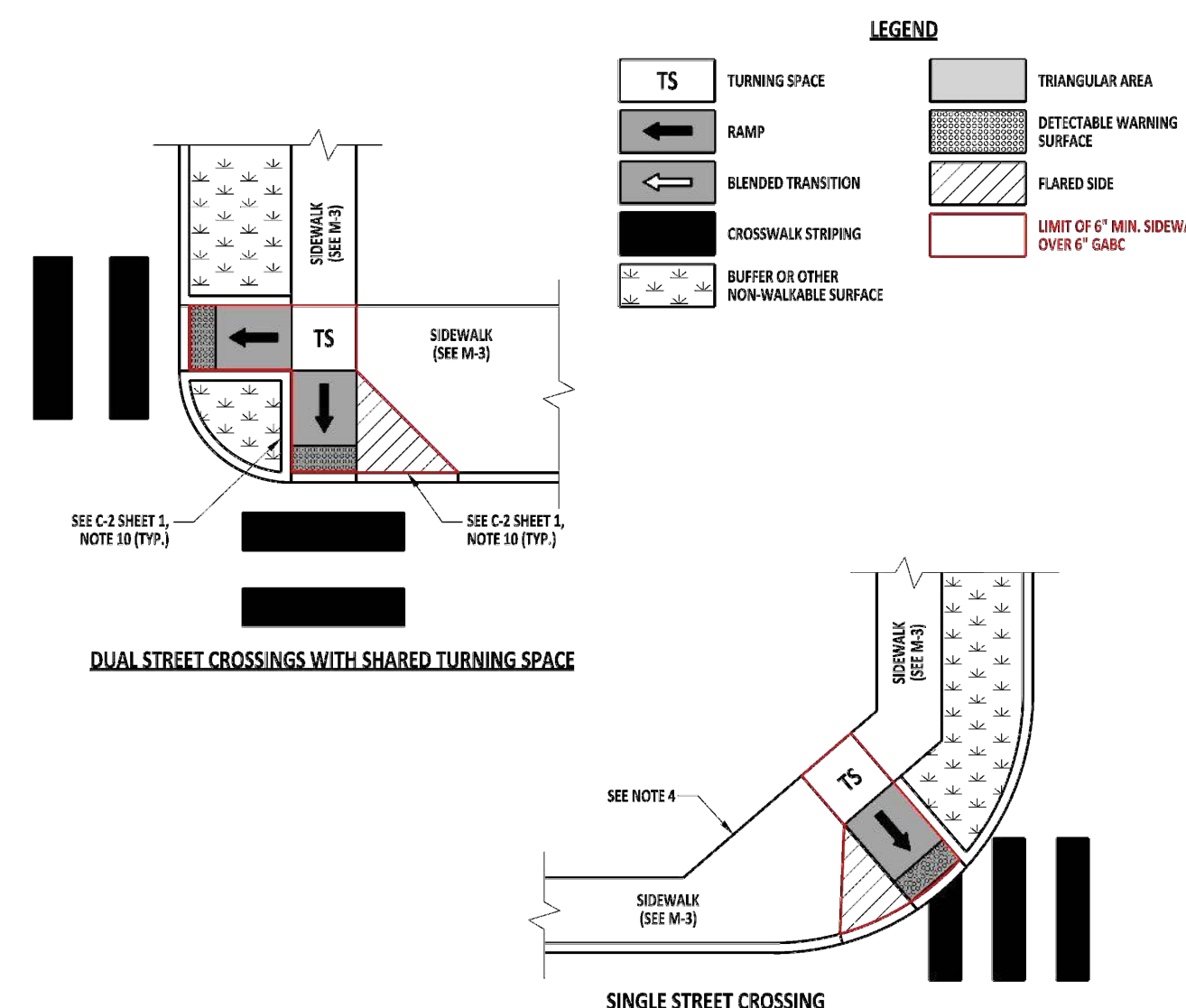


**DETAIL OF TREE GRATE**  
NOT TO SCALE

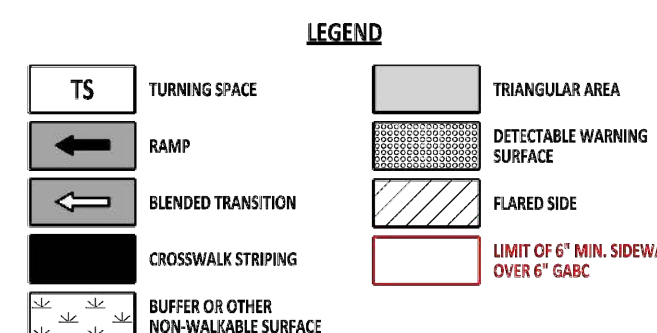


**DUAL STREET CROSSINGS WITH SEPARATE TURNING SPACES**

- NOTES:**
1. SEE C-2, SHEET 1 FOR GENERAL PEDESTRIAN CONNECTION NOTES AND ELEMENT REQUIREMENTS.
  2. PERPENDICULAR CURB RAMPS HAVE A RAMPED SECTION THAT CUTS THROUGH THE CURB AT AN ANGLE. SEE THE CURRENT DELDOT HAS MANUAL FOR ADDITIONAL INFORMATION.
  3. A SINGLE PERPENDICULAR CURB RAMP LOCATED ON THE ARK OF A CURB RETURN AND WHICH SERVES TWO SEPARATE CROSSWALKS IS CONSIDERED A DIAGONAL CURB RAMP. INSTALLATION OF A DIAGONAL CURB RAMP REQUIRES APPROVAL FROM THE DEPARTMENT'S OFFICE OF CIVIL RIGHTS.
  4. LOCATE THE BACK OF PEDESTRIAN PATH IN A MANNER THAT ALLOWS FOR THE INSTALLATION OF A TURNING SPACE AT THE TOP OF THE PERPENDICULAR CURB RAMP.



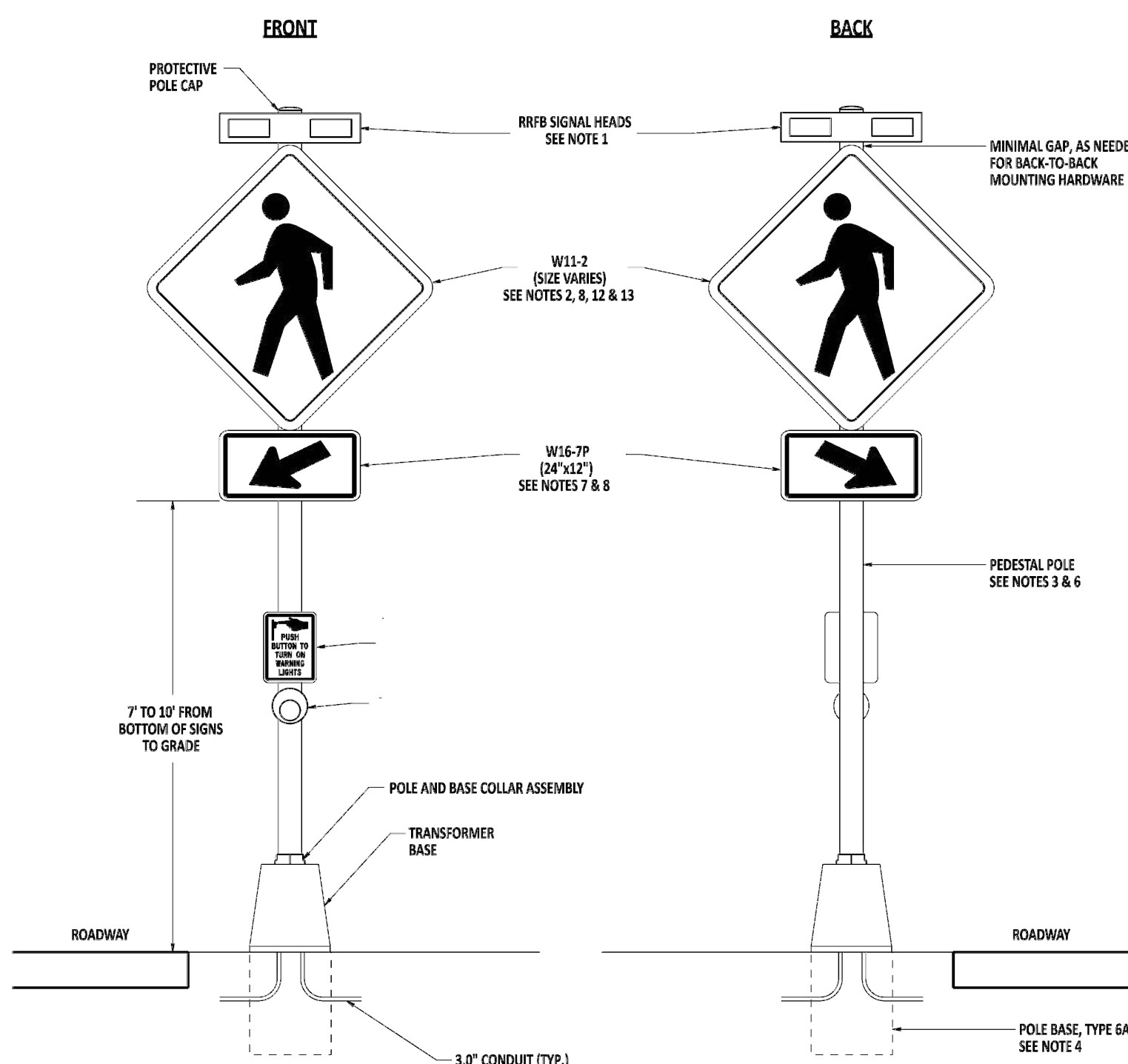
**DUAL STREET CROSSINGS WITH SHARED TURNING SPACE**



**SINGLE STREET CROSSING**

**PEDESTRIAN CONNECTION, TYPE 1: PERPENDICULAR CURB RAMPS**  
DUAL APPROACH LAYOUT ALTERNATIVES

**HANDICAP RAMP DETAIL**  
NOT TO SCALE



**PEDESTRIAN CROSSING SIGN**  
NOT TO SCALE

- NOTES:**
1. INSTALL RRFB SIGNAL HEADS IN ACCORDANCE WITH SECTION 834 OF THE STANDARD SPECIFICATIONS.
  2. INSTALL SIGNS IN ACCORDANCE WITH SECTION 822 OF THE STANDARD SPECIFICATIONS.
  3. INSTALL PEDESTRIAL POLE IN ACCORDANCE WITH SECTION 836 OF THE STANDARD SPECIFICATIONS.
  4. REFER TO T-5, SHEET 3 FOR INFORMATION ON POLE BASE TYPE 6A.
  5. REFER TO T-5, SHEET 1 FOR INFORMATION ON PEDESTRIAN PUSHBUTTON LOCATION.
  6. THE PEDESTRIAL POLE SHALL BE CONTINUOUS SPIN ALUMINUM, SCHEDULE 80. SPLICING POLE EXTENSIONS SHALL BE PROHIBITED.
  7. W11-7P PLAQUES ON ROADWAY EDGES SHALL POINT TOWARDS THE ROAD.
  8. W11-7P PLAQUES IN THE MEDIAN SHALL POINT TO THE RIGHT.
  9. SIGNS, PLAQUES, AND RRFB BEACONS SHALL BE INSTALLED ON RRFB SIGNAL POLES AS FOLLOWS:
- | TRAFFIC | NUMBER OF MEDIAN POLES | SIGNS, PLAQUES, & BEACONS | PEDESTRIAN SIGN & PUSHBUTTON |
|---------|------------------------|---------------------------|------------------------------|
| 2-WAY   | 0                      | DOUBLE-SIDED              | ONE PER POLE                 |
| 2       | 2                      | DOUBLE-SIDED              | ONE PER POLE                 |
| 1-WAY   | ANY                    | SINGLE-SIDED*             | ONE PER POLE                 |
- \* SINGLE-SIDED ASSEMBLIES SHALL FACE APPROACHING TRAFFIC.

- DESIGNER NOTES:**
9. REFER TO FHWA INTERIM APPROVAL 21 FOR ADDITIONAL DESIGN INFORMATION.
  10. REFER TO STANDARD DETAIL T-17, SHEETS 6 AND 7 FOR INFORMATION ON THE DESIGN OF RRFB POWER METERS AND CABINETS.
  11. RRFB POLES SHOULD BE INSTALLED IN THE MEDIAN TO ALLOW USERS TO REACTIVATE THE RRFB BEACONS.
  12. SIGNS SHALL BE 30" X 30" ON SINGLE-LANE APPROACHES AND 30" X 35" ON MULTI-LANE APPROACHES. 48" X 48" SIGNS MAY ONLY BE INSTALLED WITH APPROVAL OF THE CHIEF OF TRAFFIC ENGINEERING.
  13. RRFB'S SHALL ONLY BE INSTALLED WITH W11-1, W11-2, AND W11-15 SIGNS. SUPPLEMENTARY PLAQUES, SUCH AS W11-15P, MAY BE USED.

REV.	DATE	COMMENT	CHECKED


# STREET IMPROVEMENT PLAN - CONSTRUCTION DETAILS **TOWER HILL SCHOOL** CITY OF WILMINGTON — NEW CASTLE COUNTY — DELAWARE

		<b>ENGINEERING INCORPORATED</b>	
27 W. MARKET STREET (302) 994-1900		NEWPORT, DELAWARE 19804 (302) 994-9099 FAX	
SCALE: 1" = 20' DATE: 3/20/23 SURVEYED BY: KP/JS DRAWN BY: BES MICROFILM NO.: CHECKED BY: SGD PROJECT / FILE NUMBER: 99276041PBASE SHEET NO. 3 OF 5 REVISION:			
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# STREET IMPROVEMENT PLAN - CONSTRUCTION DETAILS TOWER HILL SCHOOL

	<h1 style="margin: 0;">APEX</h1>		<h2 style="margin: 0;">ENGINEERING INCORPORATED</h2>	
	27 W. MARKET STREET (302) 994-1900		NEWPORT, DELAWARE 19804 (302) 994-9099 FAX	

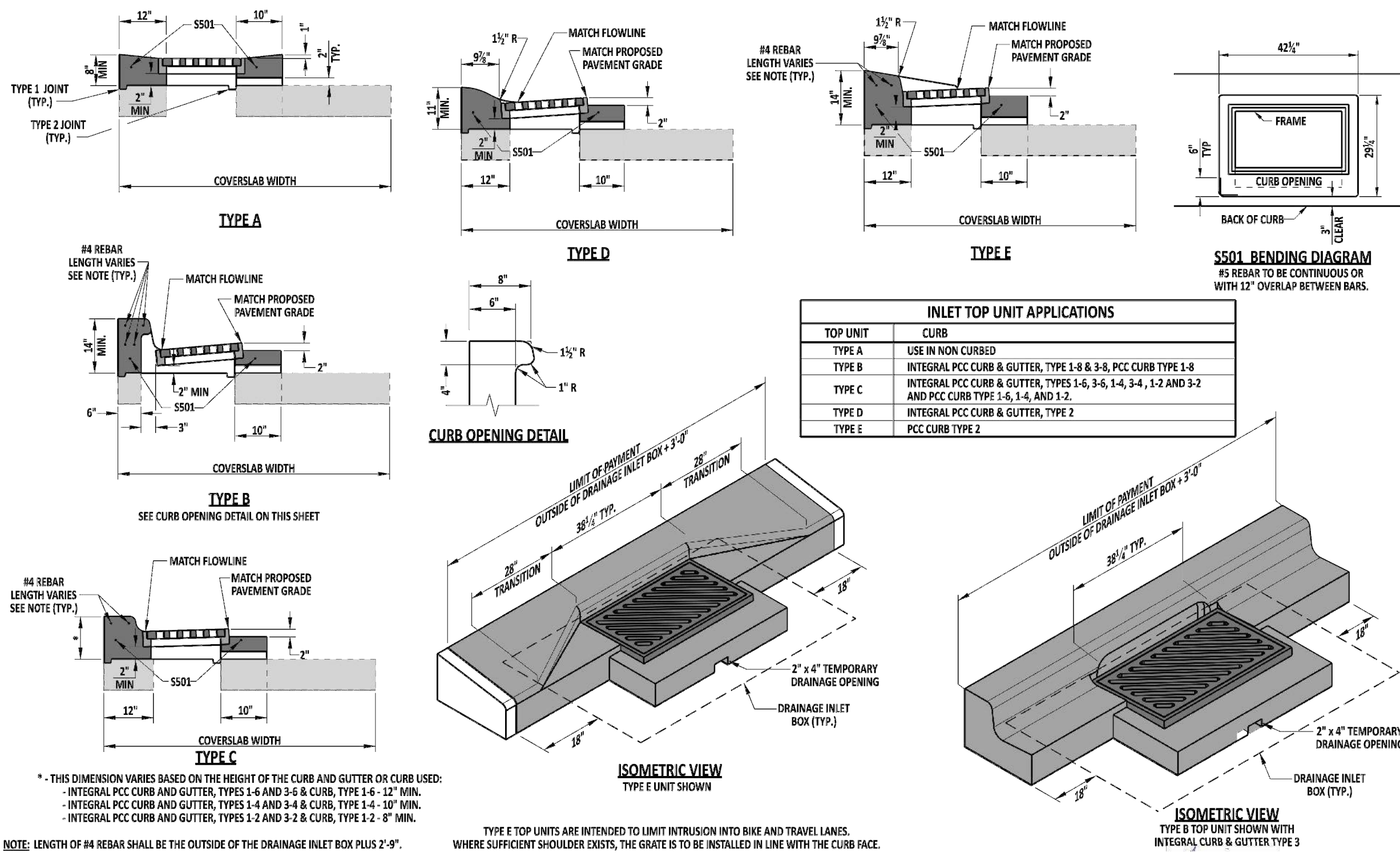
20      10      0      20      40      60

<div style="text-align: center; margin-bottom: 10px;"> <b>SCALE</b>                  1" = 20'             </div> <div style="text-align: center; margin-bottom: 10px;"> <b>SURVEYED BY:</b>                  KP/JS             </div> <div style="text-align: center; margin-bottom: 10px;"> <b>MICROFILM NO.</b> </div> <div style="text-align: center;"> <b>PROJECT / FILE NUMBER</b>  <h2 style="margin: 0;">99276041PBASE</h2> </div>	<div style="text-align: center; margin-bottom: 10px;"> <b>DATE:</b>                  3/20/23             </div> <div style="text-align: center; margin-bottom: 10px;"> <b>DRAWN BY:</b>                  BES             </div> <div style="text-align: center; margin-bottom: 10px;"> <b>CHECKED BY:</b>                  SGD             </div>	<div style="text-align: center; margin-bottom: 10px;"> <b>SHEET NO.</b>  <div style="font-size: 2em; margin: 10px 0;">4</div> </div> <div style="text-align: center; margin-bottom: 10px;"> <b>OF</b> </div> <div style="text-align: center; margin-bottom: 10px;"> <div style="font-size: 2em; margin: 10px 0;">5</div> </div> <div style="text-align: center;"> <b>REVISION</b> </div>
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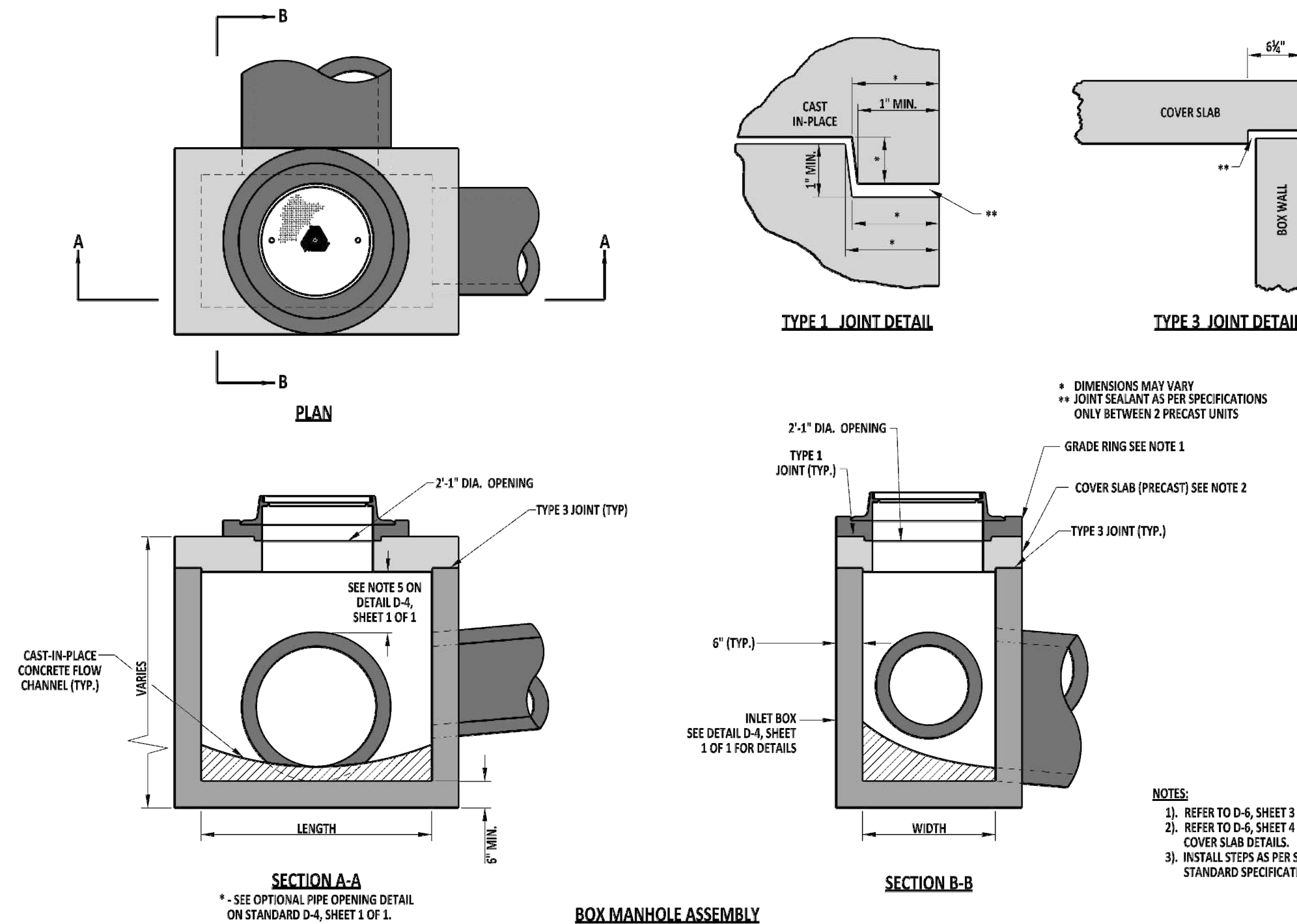
© 2023





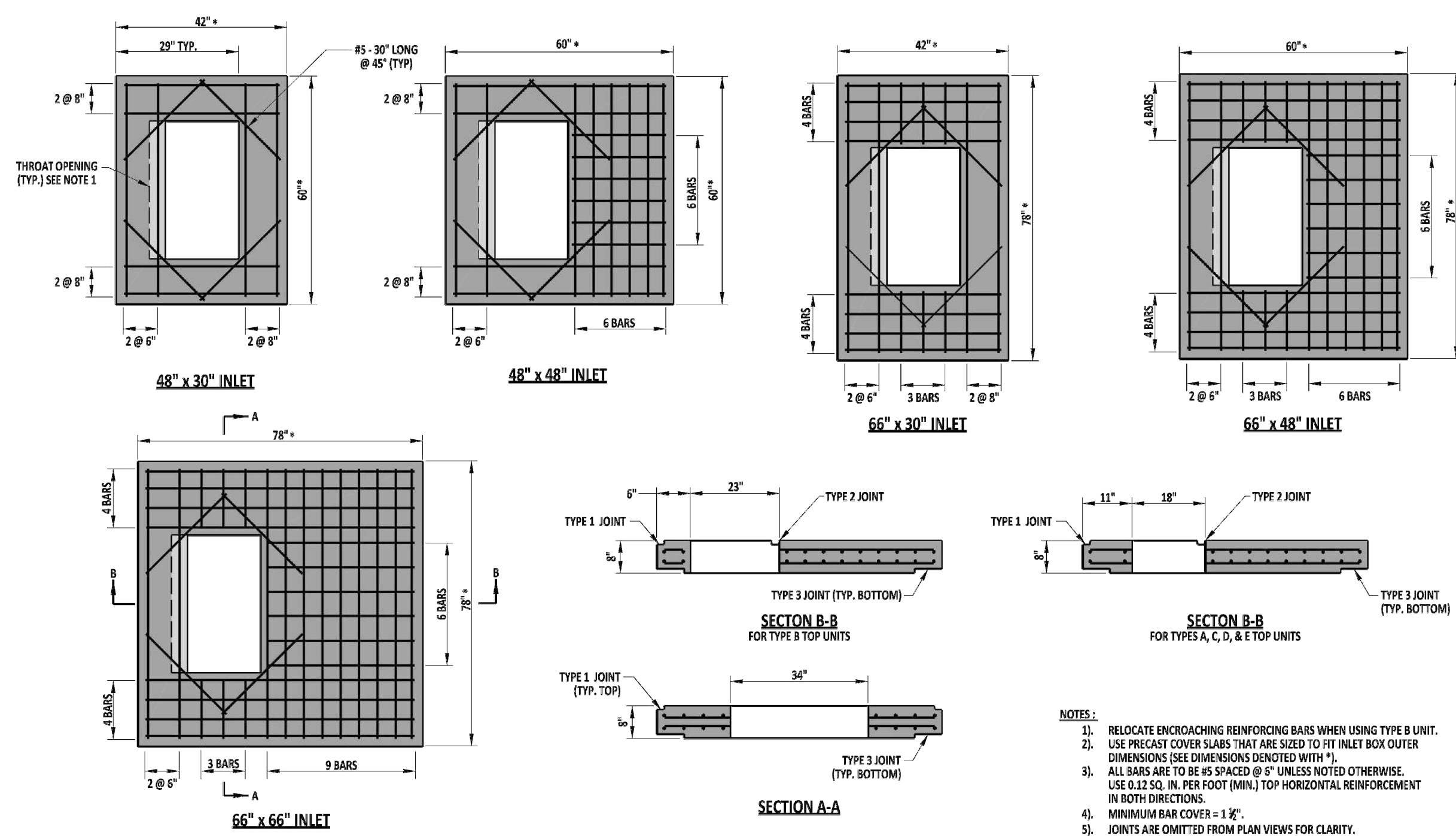
## DRAINAGE INLET TOP UNITS

NOT TO SCALE



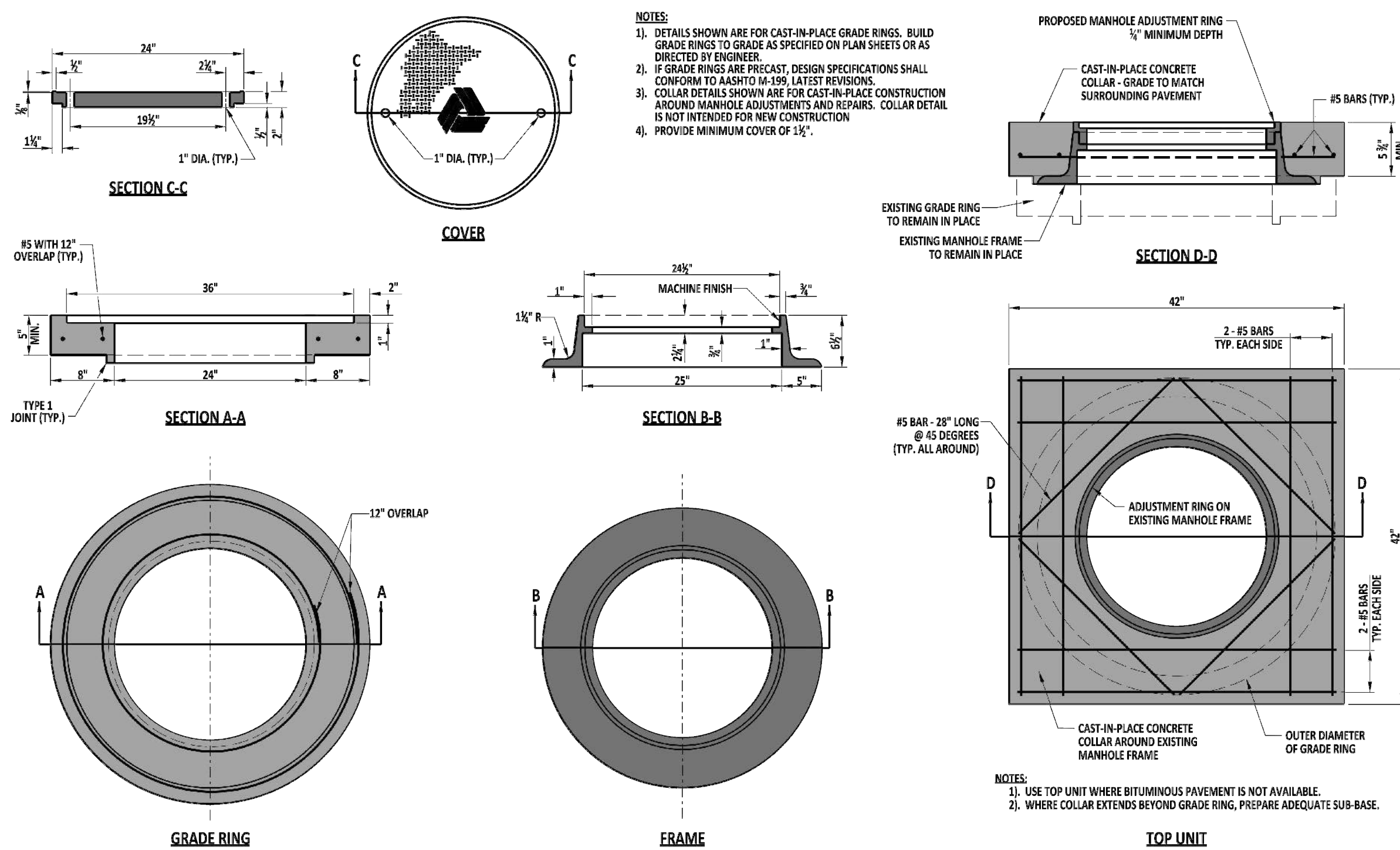
## BOX MANHOLE ASSEMBLY

NOT TO SCALE



## DRAINAGE INLET COVER SLAB

NOT TO SCALE



## MANHOLE GRADE RING, TOP UNIT, FRAME AND COVER

NOT TO SCALE

## STREET IMPROVEMENT PLAN - CONSTRUCTION DETAILS TOWER HILL SCHOOL

CITY OF WILMINGTON — NEW CASTLE COUNTY — DELAWARE

**APEX** ENGINEERING INCORPORATED  
27 W. MARKET STREET NEWPORT, DELAWARE 19804  
(302) 994-1900 (302) 994-9099 FAX

SCALE 1" = 20' DATE 3/20/23 SHEET NO. 5 OF 5

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