

AGREEMENT

10074

THIS AGREEMENT made this 10th day of September, 1987 by and between Delaware Solid Waste Authority, an instrumentality of the State of Delaware (the "Authority"), and New Castle County, a political subdivision of the State of Delaware (the "County").

WHEREAS, the Authority has leased certain of its lands in New Castle County to Crouse Recovery of Delaware, Inc. ("CRD") for the purposes of construction of a steam electric generation facility, as contemplated by a certain Tri-Parte Agreement entered into between the Authority, the County, and the City of Wilmington, dated July 15, 1980 (the "Leasehold Parcel"), as shown on a plan entitled "Preliminary Major Land Development Plan - Energy Generating Facility NSWF-1 Delaware Solid Waste Authority Lambson Lane" dated December 15, 1986, rev. 10, as prepared by Vandemark & Lynch, Inc. (the Plan); and

WHEREAS, by Ordinance No. 84-208, said Leasehold Parcel was exempted from subdivision regulations under Chapter 20 of the County Code; and

WHEREAS, in connection with the adoption of said Ordinance, the Authority indicated it had no objections to compliance with the subdivision regulation by CRD in the Authority's name; and

WHEREAS, in connection with the said compliance, it appears necessary and desirable for the responsibility for

maintenance of the private roads established by the Plan be fixed; and

WHEREAS, the Authority and CRD have entered into a separate agreement providing that, as between the Authority and CRD only, CRD will assume the maintenance responsibility of the Authority under this agreement with respect to Energy Lane; and

WHEREAS, it is unclear under the decisions of the Courts of this State as to whether the Authority is subject to the requirements of the County subdivision regulations in the fulfillment of its legislatively granted functions.

NOW, THEREFORE, and in consideration of the covenants as set forth herein, the parties hereto agree as follows:

1. The Authority shall maintain those private rights-of-way designated as Resource Lane and Energy Lane on the Plan for so long as the Leasehold Parcel exists and is used for purposes of the Authority as set forth in the Tri-Parte Agreement, and County shall have no responsibility with respect thereto.

2. In the event that the Leasehold Parcel is transferred to a third party for purposes other than purposes of the Authority as set forth in the Tri-Parte Agreement, the Authority shall, prior to any such transfer, provide to the County a Maintenance Declaration with respect to the roads which meets the standards of Section 20-70(c) of the County Code, or the equivalent provisions then in effect.

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IN WITNESS WHEREOF, the parties have placed their hands and seals on the date and year aforesaid.

DELAWARE SOLID WASTE AUTHORITY

By: [Signature] [SEAL]

NEW CASTLE COUNTY

By: [Signature] [SEAL]

STATE OF DELAWARE )  
                          ) SS.:  
COUNTY OF KENT     )

BE IT REMEMBERED that on this 10th day of September, 1987, personally came before me, N.C. Vasuki, General Manager of the Delaware Solid Waste Authority, known personally to me to be such, and he acknowledged that he executed the foregoing Agreement on behalf of the Delaware Solid Waste Authority and that the foregoing Agreement is the Act and Deed of the Delaware Solid Waste Authority.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

[Signature]  
NOTARY PUBLIC

RECORDED SEP 15 1987 WILLIAM H. HOYLE, Recorder

DOCUMENTARY SURCHARGE PAID \$3.00