

Tax map number: _____

Prepared by and Return to: Department of Transportation State of Delaware
P.O. Box 778
Dover, DE 19903

**TRANSFER OF CUSTODY AND MAINTENANCE AGREEMENT
BY AND BETWEEN THE DELAWARE DEPARTMENT OF
TRANSPORTATION AND THE TOWN OF MILLVILLE**

THIS AGREEMENT, made this ____ day of _____, 2024, and effective this date between the Delaware Department of Transportation, Party of the First Part, hereinafter referred as "**STATE**" and the Town of Millville, a municipal corporation of the State of Delaware, Party of the Second Part, hereinafter referred to as "**TOWN**";

WITNESSETH:

WHEREAS, the **STATE** currently owns and maintains Dukes Drive, from Atlantic Avenue to Windmill Drive, inside the corporate limits of **TOWN** as depicted on Exhibit "A", attached hereto as part of this **AGREEMENT**; and

WHEREAS, the parties hereto are desirous of effecting an agreement to transfer from **STATE** to **TOWN** all rights, privileges, duties and obligations including, but not limited to, maintenance, access management, drainage systems, design and construction of future improvements, and all other responsibilities of the rights of way for Dukes Drive, as depicted on Exhibit "A"; and

WHEREAS, the **TOWN** by action of the Town Council on _____, 2024 enacted a resolution, attached hereto as Exhibit "B", directing the Mayor to act on behalf of **TOWN** to develop and execute such agreement with **STATE**;

NOW THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, including the benefits to be derived by each party by entering into this Agreement, the parties agree as follows:

1. **STATE** hereby transfers any and all rights, privileges, duties, obligations, and responsibilities of, to, and for the identified rights of way for Dukes Drive as depicted on Exhibit "A" attached hereto as part of this Agreement, to **TOWN** which agrees to assume any and all such rights, privileges, duties obligations, and responsibilities for said street, including speed and law enforcement, from the effective date of this agreement.
2. **TOWN** agrees that it shall use the most current version of the Delaware Department of Transportation Road Design Manual, Standard Specifications, and Standard

Construction Details for present and future design improvements and appurtenances to
Dukes Drive.

IN WITNESS THEREOF, parties hereto have duly executed this **AGREEMENT**, in
triplicate, under their respective seals, the day and year first written above. The effective date of
this **AGREEMENT** shall be the later of the date executed.

TOWN OF MILLVILLE

Witness:

By:

STATE OF DELAWARE, COUNTY OF _____: to-wit

BE IT REMEMBERED, that on this ____ day of _____, 2024,
personally appeared before me, the Subscriber, a Notary Public in and for the State and County
aforesaid, _____(name), _____(title)
of Town of Millville, 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/her act and deed
and the act and deed of said municipal corporation.

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

Notary Public

My Commission Expires: _____

STATE OF DELAWARE, DEPARTMENT OF TRANSPORTATION

Approval as to Form:

Recommended By:

Kenneth S. Feaster, Jr.
Deputy Attorney General

Pamela Steinebach,
Director of Planning

By:

Nicole Majeski
Secretary

Attest: _____
Charlanne Clymer, Director of Finance
[Corporate Seal]

STATE OF DELAWARE, COUNTY OF KENT: to-wit

BE IT REMEMBERED, that on this ____ day of _____, 2024, personally appeared before me, the Subscriber, a Notary Public in and for the State and County aforesaid, Nicole Majeski, Secretary of Department of Transportation, an agency of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed and the act and deed of said state agency.

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

Notary Public

My Commission Expires: _____

EXHIBIT A—LOCATION MAP

EXHIBIT B—TOWN OF MILLVILLE RESOLUTION