

AGREEMENT REGARDING

HENLOPEN TRANSPORTATION IMPROVEMENT DISTRICT

BETWEEN

**STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION**

AND

SUSSEX COUNTY

PROJECT MANAGER: SARAH COAKLEY, AICP, PRINCIPAL PLANNER, DELDOT

THIS AGREEMENT, made and entered into this 30th day of October 2020, by and between the State of Delaware, Department of Transportation, as First Party, hereinafter referred to as the **DEPARTMENT**, and Sussex County, as Second Party, hereinafter referred to as the **COUNTY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** and the **COUNTY** seek to establish a Transportation Improvement District, hereinafter referred to as the **TID**, for the purpose of securing required improvements to transportation facilities in the **TID**,

NOW, THEREFORE, for and in consideration of the mutual covenants, hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

SECTION 1. GEOGRAPHIC BOUNDARIES

- A. The boundaries of the **TID** are shown on Exhibit A, attached hereto, and are described as follows:
1. Participant Boundary. Beginning in the northwest, where the Georgetown to Lewes Delaware Coast Line Railroad crosses the first intermittent stream west of Minos Conaway Road, the boundary follows the Georgetown to Lewes Delaware Coast Line Railroad to the western right-of-way line of SR1, then follows the western right-of-way line of SR1 east and south to the western right-of-way line of Old Landing Road, follows the western right-of-way line of Old Landing Road south to the northern parcel line of Sterling Crossing, follows the northern parcel line of Sterling Crossing to the western parcel line of Sterling Crossing, follows the western parcel line of Sterling Crossing to where it meets the eastern parcel line of the Beebe parcel number 334-12.00-57.00, follows the eastern parcel line of this Beebe parcel to

where it meets the southern parcel line of this Beebe parcel, follows the southern parcel line of this Beebe parcel to the eastern parcel line of Beebe parcel 334-12.00-125.00, follows the eastern parcel line of this Beebe parcel to the northern right-of-way line of Warrington Road, then the northern right-of-way line of Warrington Road east to the eastern boundary of the Wellesley subdivision, follows the eastern boundary of the Wellesley subdivision south to where it meets the southern parcel line of parcel number 334-12.00-562.00, then follows Arnell Creek south and east to the northern boundary of Rehoboth Bay, follows the northern and western boundaries of Rehoboth Bay west and south to Herring Creek, then Herring Creek west and north to Burton Prong, Burton Prong west and north to Chapel Branch, Chapel Branch west to the northern parcel line of parcel number 234-11.00-79.01, the northern parcel line of parcel number 234-11.00-79.01 to the southern boundary of the Lochwood subdivision, then follows the southern boundary of the Lochwood subdivision to the southern parcel line of Sussex County parcel number 234-11.00-68.00, the southern parcel line of Sussex County parcel number 234-11.00-68.00 to the western parcel line of Sussex County parcel number 234-11.00-69.03, the western parcel line of Sussex County parcel number 234-11.00-69.03 to Chapel Branch, follows Chapel Branch north and west to the western right-of-way line of Beaver Dam Road, then follows the western right-of-way line of Beaver Dam Road north to the southern boundary of Estates at Cedar Grove, follows the southern and western boundaries of Estates at Cedar Grove to Bundicks Branch, follows Bundicks Branch north and east to the western boundary of Coastal Club, the western boundary of Coastal Club to Beaver Dam Road, crosses Beaver Dam Road, follows the western parcel line of Delaware Farm LLC parcel number 334-5.00-175.00 north to the western boundary of The Reserves at Lewes Landing, then follows the western boundary of The Reserves at Lewes Landing north to US9/Lewes-Georgetown Highway, follows US9/Lewes-Georgetown Highway west, then follows the eastern boundary of Sweetbriar north to the point of beginning.

2. Facilities Boundary. All three-digit state-maintained roads within the participant boundary are included in the facilities boundary, except for Janice Road, Jimtown Road, Ward Road, Bookhammer Landing Road, and Angola Beach Road. Additionally, the following road segments that are located outside the participant boundary are also included in the facilities boundary: US9/Lewes-Georgetown Highway east of Dairy Farm Road, Minos Conaway Road west and south of SR1, Old Landing Road between SR1 and Warrington Road, Airport Road between Old Landing Road and SR1, Miller Road between Airport Road and SR1, Warrington Road between SR24 and Old Landing Road, SR24 north of Holly Lake Road, Beaver Dam Road north of Indian Mission Road, and Beaver Dam Road between Bundicks Branch and Coastal Club.

- B. The **TID** shall have both a Participant (inner) Boundary and a Facilities (outer) Boundary. The purpose of having two boundaries is to better provide for adequate infrastructure on all sides of developments inside the Participant Boundary. All land developments requiring a subdivision or land development plan, except as described in Section 6, within the Participant Boundary and all State-maintained capital transportation facilities (roads, bridges, sidewalks, bus stops, etc.) within the Facilities Boundary shall be subject to the terms of this agreement.
- C. The boundaries of the **TID** may be amended at any time by mutual agreement of the parties in the form of a supplement to this **AGREEMENT**.
- D. When updating their Comprehensive Plan, the **COUNTY** shall evaluate the need to amend the boundaries of the **TID**.

SECTION 2. TARGET HORIZON YEAR

- A. The Target Horizon Year for which land use was forecast in creating the **TID** is 2045.
- B. The Target Horizon Year may be amended at any time by mutual agreement of the parties in the form of a supplement to this **AGREEMENT**.
- C. When updating their Comprehensive Plan, the **COUNTY** shall evaluate the need to amend the Target Horizon Year of the **TID**.

SECTION 3. SERVICE STANDARDS

- A. The parties hereby agree on a set of standards (Service Standards) for conditions in the TID in the Target Horizon Year, which is incorporated into this **AGREEMENT** as Exhibit B.
- B. Prior to incorporating Service Standards into this **AGREEMENT**, the parties solicited public comment on proposed standards at the Henlopen TID Public Workshop on February 5, 2020, and considered the comments received.
- C. The Service Standards may be amended at any time by mutual agreement of the parties in the form of a supplement to this **AGREEMENT**, provided that the public is first afforded an opportunity to review and comment on the proposed amendment.
- D. When updating their Comprehensive Plan, the **COUNTY** shall evaluate the need to amend the Service Standards of the **TID**.

SECTION 4. LAND USE AND TRANSPORTATION PLAN

- A. The parties hereby agree on the Land Use and Transportation Plan, hereinafter referred to as an **LUTP** for the **TID**, which is incorporated into this **AGREEMENT** as Exhibit C.
- B. When updating their Comprehensive Plan, the **COUNTY** shall consider the need to update the **LUTP** and shall initiate that effort if the land use forecast for the **TID** area has changed significantly. The parties hereto shall, upon review and approval, adopt the revised **LUTP** as an Appendix to this **AGREEMENT**.
- C. For updates to the **LUTP**, the **COUNTY** shall supply to the **DEPARTMENT** a parcel-level land use forecast for the **TID** participant boundary, composed of the following components:
1. Existing land use at the time of the update.
 2. Development approved and/or recorded but not yet built as of that date, including any “sunset” provisions.
 3. Development in the land development process but not approved as of that date.
 4. Development not yet proposed but projected by the Target Horizon Year, based on population and employment forecasts, and the current Comprehensive Plan and zoning map.
- D. For updates to the **LUTP**, the **DEPARTMENT** shall inventory the existing transportation network and programmed improvements thereto within the **TID** facilities boundary, which inventory shall include the following information:
1. Functional Class and Traffic Pattern Group;
 2. Numbers, assignments and widths of lanes at each intersection;
 3. Type of control at each intersection;
 4. Typical section and type of pavement on each road segment;
 5. Roadway geometry deficiencies in sufficient detail to determine whether the agreed upon Service Standards are met;
 6. Roadway capacity and Level of Service conditions (to the extent known) in sufficient detail to determine whether the agreed upon Service Standards are met;
 7. Presence, and frequency of transit service;
 8. Any bicycle and pedestrian facilities not covered under Item 4 above.
- E. For updates to the **LUTP**, the **DEPARTMENT** shall forecast traffic on the facilities boundary road network for the Target Horizon Year, shall determine what locations would need improvement to meet the Service Standards, in that year, and shall identify conceptually what improvements are needed in those locations.
- F. The **DEPARTMENT** shall provide an updated Exhibit C each time the **LUTP** is amended.

SECTION 5. TID CAPITAL TRANSPORTATION PROGRAM (TID-CTP)

- A. The parties hereby agree on the TID Capital Transportation Program, hereinafter referred to as the **TID-CTP**, which is incorporated into this **AGREEMENT** as Exhibit C.
- B. When updating the **LUTP**, for the deficient locations identified in the adopted **LUTP**, the **DEPARTMENT** shall identify a set of projects needed to address those deficiencies and shall develop cost estimates for those projects. The **DEPARTMENT** shall update the cost estimates periodically as needed. Subject to review and approval by the **COUNTY**, this set of projects shall constitute the **TID Capital Transportation Program (TID-CTP)**.
- C. The **COUNTY** shall, in odd numbered years to coincide with development of the DelDOT Capital Transportation Program, recommend projects from the **TID-CTP** for inclusion in the **DEPARTMENT**'s 6-year Capital Transportation Program. Inclusion of recommended projects shall be subject to the **DEPARTMENT**'s process for development of the 6-year program. Projects included in the **DEPARTMENT**'s 6-year Capital Transportation Program shall be eligible to receive funding from the **COUNTY** consistent with Paragraph 7D below, in addition to applicable State and Federal funds.

SECTION 6. DEVELOPMENTS EXCLUDED FROM PARTICIPATION

- A. Where a proposed development is determined by the **DEPARTMENT** and the **COUNTY** to be inconsistent with the land use element of the **LUTP**, and to generate sufficient traffic to warrant a Traffic Impact Study (TIS), the **DEPARTMENT** and the **COUNTY** shall require a TIS and, as necessary, off-site improvements in accordance with the **DEPARTMENT**'s Development Coordination Manual.
- B. The development of Garage Studio Apartments shall be excluded from the requirements of this agreement.
- C. The development of Minor Subdivisions, as defined by Chapter 99, Section 99-4 of the Code of Sussex County. This exemption shall be limited to a maximum of one minor subdivision application per parent parcel.

SECTION 7. INFRASTRUCTURE FEE PROGRAM

- A. The **COUNTY** shall require that any activity requiring a subdivision or site plan, except as provided in Section 6, within the Participant Boundary of the **TID** participate in the improvement of transportation facilities within the Facilities Boundary of the **TID** in accordance with the current **LUTP** and this **AGREEMENT**. The **DEPARTMENT** and the **COUNTY** shall require that the manner and extent of that participation be documented on the recorded subdivision or site plan and in a recorded infrastructure recoupment agreement

with the developer. The manner of participation shall be through the payment of a fee, right-of-way dedication or the construction of physical improvements identified in the TID-CTP, or some combination thereof. The extent of participation shall be in accordance with Paragraph E below. The **COUNTY** shall collect any fees prior to issuance of building permits. The schedule for construction of physical improvements shall be specified on the recorded subdivision or site plan and in the recorded infrastructure recoupment agreement with the developer and shall be subject to approval by both the **DEPARTMENT** and the **COUNTY**.

- B. Dedication of rights-of-way in lieu of some or all of the fee shall be by agreement between the developer and the **DEPARTMENT**, with payment of the fee being required if any party is not amenable to the proposed dedication. The value of the rights-of-way to be dedicated shall be determined in accordance with **DEPARTMENT** policies and regulations. The creditable area shall be determined based on highway plans acceptable to the **DEPARTMENT** and shall exclude the standard dedications provided in **DEPARTMENT**'s Development Coordination Manual, rights-of-way for any proposed subdivision streets and any lands needed to accommodate the site entrance.
- C. Design and/or Construction of physical improvements in lieu of some or all of the fee shall be by agreement between the developer, the **DEPARTMENT** and the **COUNTY**, with payment of the fee being required if any party is not amenable to the proposed construction. If a developer seeks to design and/or construct physical improvements in lieu of paying into the Fee, the developer shall be required to obtain a minimum of three bids for the work. The bids shall be subject to review and approval by the **DEPARTMENT**. Credit toward the fee shall be based on the developer's payments to the selected contractor. Design and Construction of improvements required by the **DEPARTMENT** and the **COUNTY** as part of the development's entrance construction or on-site infrastructure, e.g. subdivision streets, and curb ramps, turn lanes, acceleration lanes at development entrance, shall not be creditable toward the fee. At their discretion, the **DEPARTMENT** and the **COUNTY** may require improvements beyond the site entrance to correct an unsafe condition that they find would be created or worsened by the proposed development. Such improvements may include, but are not limited to, the addition or widening of shoulders, and/or the construction of a shared-use path or sidewalk along the development's frontage. In that case, the cost of that work shall be determined by the **DEPARTMENT**, using the Shared-Use Path and Sidewalk Fee Calculation Form for those items and current comparable contract bid prices as a guide for other items, and shall be creditable toward the fee.
- D. The **COUNTY** shall create and administer a separate account or accounts expressly for the purpose of managing the funds needed to pay for design and construction costs of work identified in the **TID-CTP** under the terms of this **AGREEMENT**. The account shall be funded by Infrastructure Fee payments from developers as called for by this **AGREEMENT**. The **COUNTY** shall, at the **DEPARTMENT**'s request, transfer funding

from the **TID** account to the **DEPARTMENT** for the design and/or construction of the improvements identified in the **TID-CTP**.

- E. Developers shall participate in the improvement of transportation facilities within the Facilities Boundary of the **TID** in accordance with the current **LUTP** as follows:
1. In the Target Horizon Year, the **LUTP** shows that a total number of trips will be generated within the Participant Boundary of the **TID** in an average weekday evening peak hour. The total estimated cost to construct the improvements identified in the **TID-CTP** can also be determined. Development within the Participant Boundary of the **TID** can be grouped into broad land use categories, each with an associated trip generation per square foot or per dwelling unit. The **DEPARTMENT** and the **COUNTY** will establish per unit costs for residential development and per square foot costs for non-residential development. Therefore, for each subdivision or site plan, the **COUNTY** shall require participation consistent with the established rates in Exhibit D, which amounts shall be adjusted annually as set forth in paragraph F below. Where there is a question as to how to characterize a specific development, the **COUNTY** shall refer to the **LUTP** and may consult the **DEPARTMENT** as necessary.
 2. Maintenance activities are excluded from the **TID-CTP** and are not eligible for funding through the Infrastructure Fee Program.
- F. While transportation improvement projects await construction funding, the costs of constructing the project will escalate at the rate of inflation for highway construction projects. The amounts paid by developers, therefore, shall be subject to an increase of up to four percent (4%) per year, not compounded, beginning on January 31, 2021 and increasing by the established amount on January 31 of each year thereafter. The actual amount of the increase shall be set by DelDOT in January of each year based upon the change in the Consumer Price Index (CPI) for Delaware Region during the previous year. The established rate shall not exceed four percent (4%) in any one year and escalation shall only apply to contributions unpaid on January 31 of each year.

SECTION 8. TRANSITIONAL RULES FOR DEVELOPMENTS PRIOR TO EXECUTION OF THIS AGREEMENT

- A. The property owner and/or developer of any subdivision or site plan, submitted to the **DEPARTMENT** and/or the **COUNTY** before the effective date of this **AGREEMENT**, may request participation in the **TID** for that subdivision or land development plan, in lieu of completing a Traffic Impact Study and/or making off-site contributions.

- B. Should existing Record Plan transportation improvement requirements conflict with the requested participation in the **TID**, the **DEPARTMENT**, the **COUNTY**, and the Property Owner shall work together to expedite the modification(s) to the Record Plan notes. The revision will be a ministerial review, incorporating the **TID** participation into the Record Plan notes. The **DEPARTMENT** and the **COUNTY** review fees for this reconciliation will be considered satisfied from the initial Record Plan Review fees. For any other changes requiring a resubdivision plan and review, the associated fees will be the responsibility of the legal owner.

SECTION 9. MONITORING PROGRAM

- A. The **DEPARTMENT** shall monitor traffic volumes within the Facilities Boundary of the **TID** and shall report to the **COUNTY** in calendar year 2022 and at regular intervals not to exceed every 5 years their findings and their recommendations as to what improvements in the **TID-CTP** are needed at the time of the report and what improvements in the **TID-CTP** are likely to be needed in the next six years.
- B. The extent of the monitoring effort shall be at the **DEPARTMENT**'s discretion but the **DEPARTMENT** will accommodate reasonable requests from the **COUNTY** for the inclusion of specific information.

SECTION 10. PUBLIC INVOLVEMENT

Absent a specific agreement to the contrary, to the extent that a public meeting, workshop or hearing is needed pertaining to procedural matters relating to this **AGREEMENT**, said public meeting, workshop or hearing shall be publicized and hosted by the **COUNTY**. The **DEPARTMENT** shall send appropriate representatives to such events as necessary. For specific improvements to be made in the **TID**, the **DEPARTMENT**'s Public Involvement Process shall govern.

SECTION 11. SCOPE OF AGREEMENT

This **AGREEMENT** constitutes the sole understanding by and between the **DEPARTMENT** and the **COUNTY** and nothing outside of this **AGREEMENT** shall be construed as an alteration, modification and/or revision hereof. This **AGREEMENT** shall not be modified except in writing subscribed by all parties.

SECTION 12. SUCCESSOR AND ASSIGNMENTS


The **DEPARTMENT** and the **COUNTY** each binds itself, its successors, legal representatives, agents, employees, officers, and assigns, to each other to this Contract.

SECTION 13. LAWS OF DELAWARE

This **AGREEMENT** and the terms thereof shall be construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereunto have caused this **AGREEMENT** to be executed in quadruplicate, the date and year first above written.

FOR THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION:



Jennifer Cohan, Cabinet Secretary


DATE: 10/20/2020

ATTEST:


Charlanne Thornton, Director, Finance

DATE: 10/30/2020

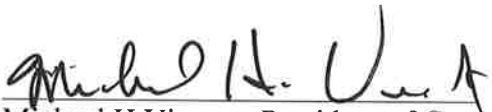
APPROVED AS TO FORM:



Kenneth S. Feaster Jr., Deputy Attorney General

DATE: 10/26/2020


FOR SUSSEX COUNTY:



Michael H. Vincent, President of Council

DATE: 10/26/20

APPROVED AS TO FORM:



Vincent G. Robertson, Assistant County Attorney

DATE: 10/29/2020

Exhibit A to accompany Henlopen TID Agreement

TID Boundary Map

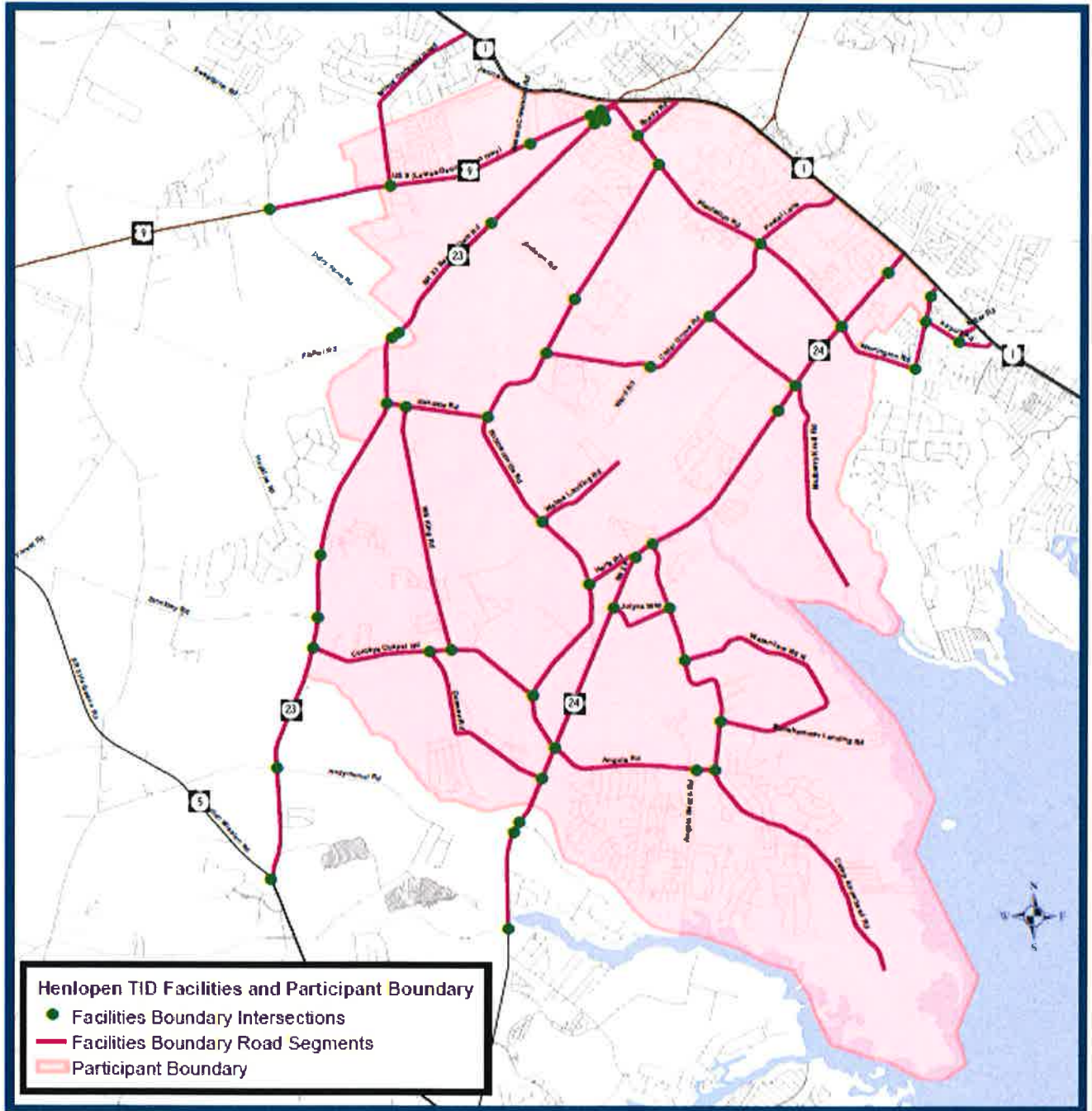


Exhibit B to accompany Henlopen TID Agreement

Service Standards for Henlopen TID

These standards describe the standards to which DelDOT will work in developing transportation improvement projects that are to be built as part of the Henlopen TID. They in no way obligate DelDOT or Sussex County to make specific improvements. They describe the form and function that improvements are to have if improvements are to be made.

I. Inside Participant Boundary

A. Capacity and Level of Service Standards

1. To account for seasonal variations in traffic, DelDOT shall adjust weekday traffic counts to approximate annual average (May and October) volumes.
2. DelDOT may adjust specific volumes to account for errors in the counted volumes where such errors become apparent and for instances where it is apparent that traffic has increased since the counts were done.
3. The same standards for all roads in the study area shall be assumed except as specified in this Exhibit.
4. Use of 2010 Highway Capacity Manual procedures and applicability only to the Automobile Mode are assumed except as specified in this document. Those standards are summarized in the tables below for reference.

Control delay is the delay associated with vehicles slowing in advance of an intersection, the time spent stopped on an intersection approach, the time spent as vehicles move up in the queue, and the time needed for vehicles to accelerate to their desired speed.

Signalized Intersections		
Control Delay (sec/veh)	Volume-to-Capacity Ratio ≤ 1.0	Volume-to-Capacity Ratio > 1.0
≤ 10	A	F
>10-20	B	F
>20-35	C	F
>35-55	D	F
>55-80	E	F
>80	F	F

Unsignalized Intersections		
Control Delay (sec/veh)	Volume-to-Capacity Ratio ≤ 1.0	Volume-to-Capacity Ratio > 1.0
< 10	A	F
>10-15	B	F
>15-25	C	F
>25-35	D	F
>35-50	E	F
>50	F	F

5. Minimum intersection Levels of Service (LOS) are as follows.
 1. Overall intersection LOS for weekday (Tuesday through Thursday) evening peak hours at signalized, roundabout and all-way stop-controlled intersections: D. LOS for specific approaches and movements may be E or F.
 2. Overall intersection LOS for weekday (Tuesday through Friday) morning peak hours at signalized, roundabout and all-way stop-controlled intersections: D. LOS for specific approaches and movements may be E or F.
 3. For all facilities, 95th percentile queue lengths should not exceed available turning lane lengths and through movements should not queue through adjacent intersections.
 4. For unsignalized intersections where traffic on the major street does not stop or yield, an overall intersection LOS cannot be calculated. The minimum LOS standard for stop-controlled movements shall be D. However it is recognized that where traffic volumes are insufficient to warrant delaying the through traffic with an all-way stop, roundabout or signal, this standard may be unobtainable. In such situations DelDOT and the County shall agree on what, if any, remedies are appropriate to mitigate congestion.
6. In the following specific locations, DelDOT and the County agree that improvements outside the existing right-of-way will not be required, regardless of Levels of Service and queue lengths:
 - a. None at present
7. Facilities to be analyzed shall include all at-grade intersections of one or more State-maintained roads with:

1. Other State-maintained roads; and
2. Commercial or institutional driveways served by traffic signals;
3. Specific streets under private maintenance as follows:
 - i. Nassau Commons Boulevard (private);
 - ii. Salt Marsh Boulevard (private);

B. Geometric Standards

1. Use of posted speed limits is assumed.
2. The DelDOT Functional Classification Map, applicable DelDOT design standards and DelDOT's Complete Streets Policy are assumed.
3. With specific regard to typical sections on State-maintained roads, the following minimum widths are required:
 - a. 11-foot through lanes;
 - b. 10-foot turning lanes (13-foot for two-way left turn lanes, 15-foot for a right turn lane if a 5-foot bicycle lane is included);
 - c. 5-foot shoulders on local roads;
 - d. 8-foot shoulders on collector and minor arterial roads; and
 - e. 10-foot shoulders on principal arterial roads.

C. Fixed Route Transit

Existing DART First State bus service is assumed to continue. Addition of new stops and the amenities required at each stop shall be at the discretion of the Delaware Transit Corporation.

D. Aesthetic Standards

Plain bituminous pavement with Portland cement concrete curbs and sidewalks, galvanized steel signal poles and streetlight heads, grass or concrete medians and grass or bituminous-paved shoulders are assumed.

E. Scenic Byways

If a road is designated by DelDOT as part of a Scenic Byway and there is a Corridor Management Plan, and/or a Master Plan, for that Byway, the Plan(s) shall govern the implementation of these standards with respect to that road.

II. Outside Participant Boundary but within Facilities Boundary – Same as inside.

Exhibit C to accompany Henlopen TID Agreement

Exhibit C Land Use and Transportation Plan

Figure 1: 2045 Land Use Map

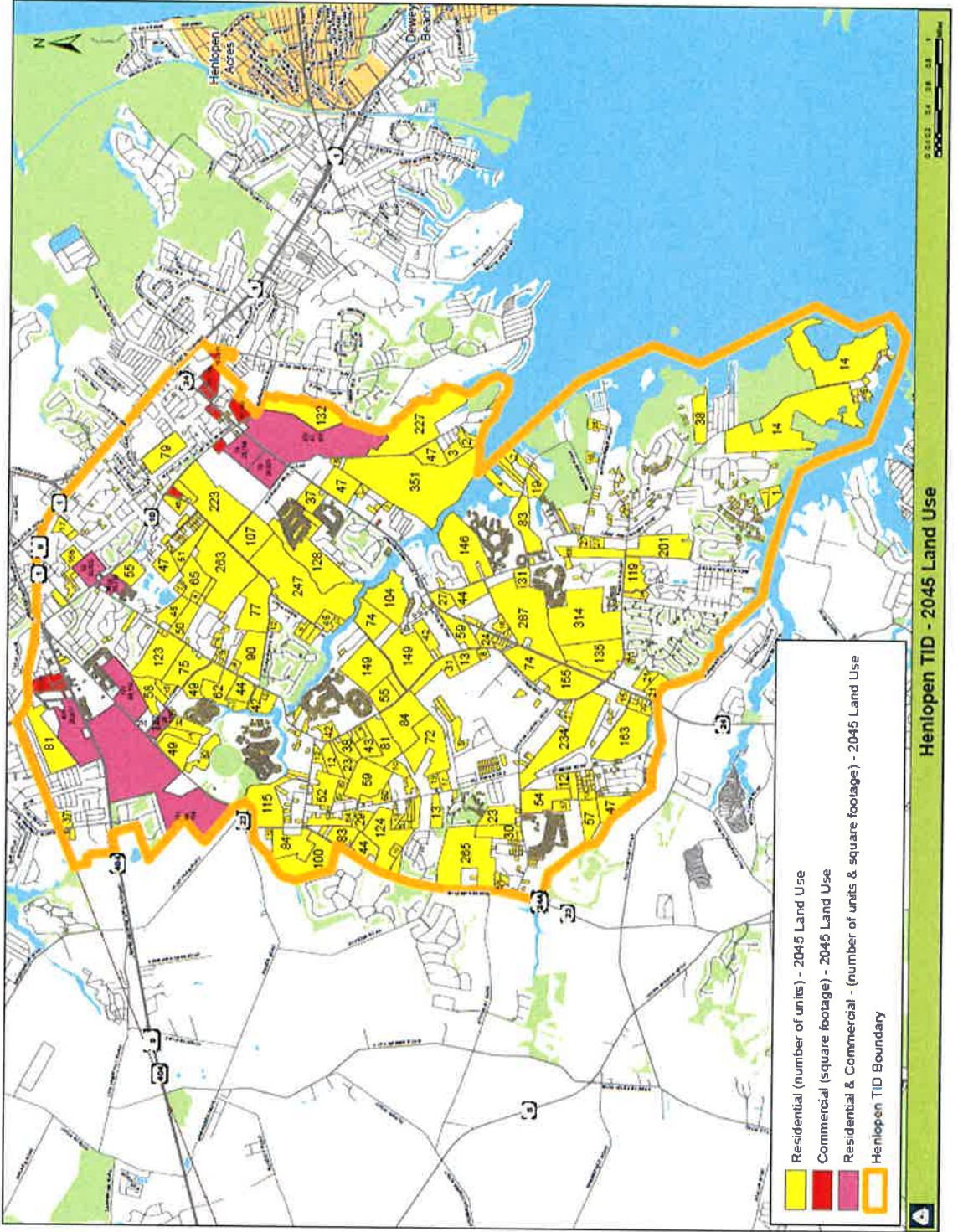


Exhibit C Land Use and Transportation Plan

Figure 2: Transportation Improvements

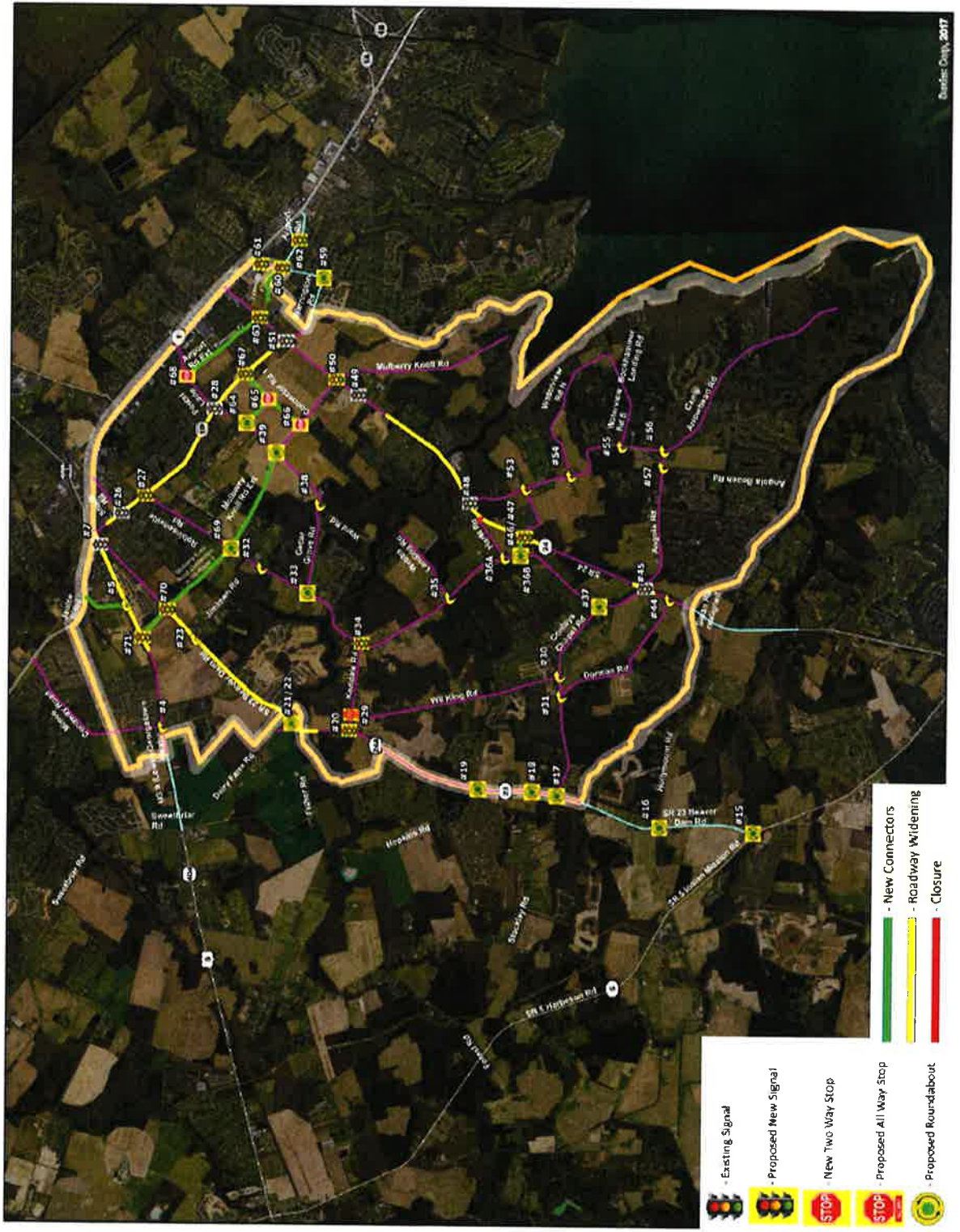


Exhibit C TID-CTP

Table 1: Henlopen TID Capital Transportation Program

Segment Number	Road Name	Cost Estimate
1	Minos Conaway Road	\$5,519,250
3	US Route 9	\$19,825,593
13	SR 23, Indian Mission Road to Kendale Road	\$11,469,065
14	SR 23, Kendale Road to Plantation Road	\$22,410,565
15	Kendale Road	\$3,292,808
16	Wil King Road	\$9,543,170
17	Conleys Chapel Road	\$4,931,755
18	Dorman Road	\$6,816,425
20	SR 24, Hollylake Road to Camp Arrowhead Road	\$19,973,998
21	SR 24, Camp Arrowhead Road to Plantation Road	\$21,812,370
23	Robinsonville Road, SR24 to Kendale Road	\$18,247,953
24	Robinsonville Road, Kendale Road to Plantation Road	\$14,852,680
26	Plantation Road	\$20,819,863
27	Warrington Road (with Roundabout)	\$4,022,175
28	Shady Road	\$3,455,025
29	Postal Lane	\$4,584,498
30	Old Landing Road	\$6,503,570
31	Cedar Grove Road	\$9,738,320
33	Mulberry Knoll Road	\$11,536,483
33A	Mulberry Knoll Road Extension, Cedar Grove Road to US9	\$9,989,178
34	Airport Road (Existing Alignment), Old Landing Road to SR1	\$5,127,890
	Airport Road Extension (Alternative B), SR24 to Old Landing Road	\$6,377,228
35	Miller Road	\$1,555,798
36	Angola Road	\$4,077,605
38	Jolyns Way	\$4,058,945
39	Harts Road (Shortened)	\$847,810
40	Webbs Landing Road	\$1,753,613
41	Camp Arrowhead Road	\$10,376,953
42	Waterview Road	\$3,471,338
43	New Connector Road 1, Mulberry Knoll Road to Plantation Road	\$3,769,295
44	New Connector Road 2, Cedar Grove Road to New Connector Road 1	\$2,510,433
45	Airport Road Extension, SR 24 to Postal Lan	\$4,615,160
46	Nassau Commons Boulevard	\$5,705,898
	Total	\$283,592,710

Exhibit D to accompany Henlopen TID Agreement

Initial Contribution Rates

Residential Rates	
Single family detached residential	\$4,900 per unit by phase
	\$5,145 per unit by lot
Multi-family residential, low-rise, 1-2 floors	\$3,822 per unit by phase
	\$4,013 per unit by lot
Multi-family residential, mid-rise, 3 or more floors	\$2,842 per unit by phase
	\$2,984 per unit by lot
Non-Residential Rates	
Under 21 trips per 1,000 SF GFA	\$2.88 per sq ft
At least 21 but less than 34 trips per 1,000 SF GFA	\$3.38 per sq ft
At least 34 but less than 75 trips per 1,000 SF GFA	\$3.88 per sq ft
At least 75 but less than 200 trips per 1,000 SF GFA	\$4.38 per sq ft
200 or more trips per 1,000 SF GFA	\$4.88 per sq ft
Notes: Low-rise Multi-family rate is 78% of single-family detached rate. Mid-rise Multi-family rate is 58% of single-family detached rate. Townhomes are considered low-rise multi-family. All non-residential rates are based on the number of trips per 1,000 square foot of gross floor area. This is based on ITE Trip Generation Manual, 10th Edition.	