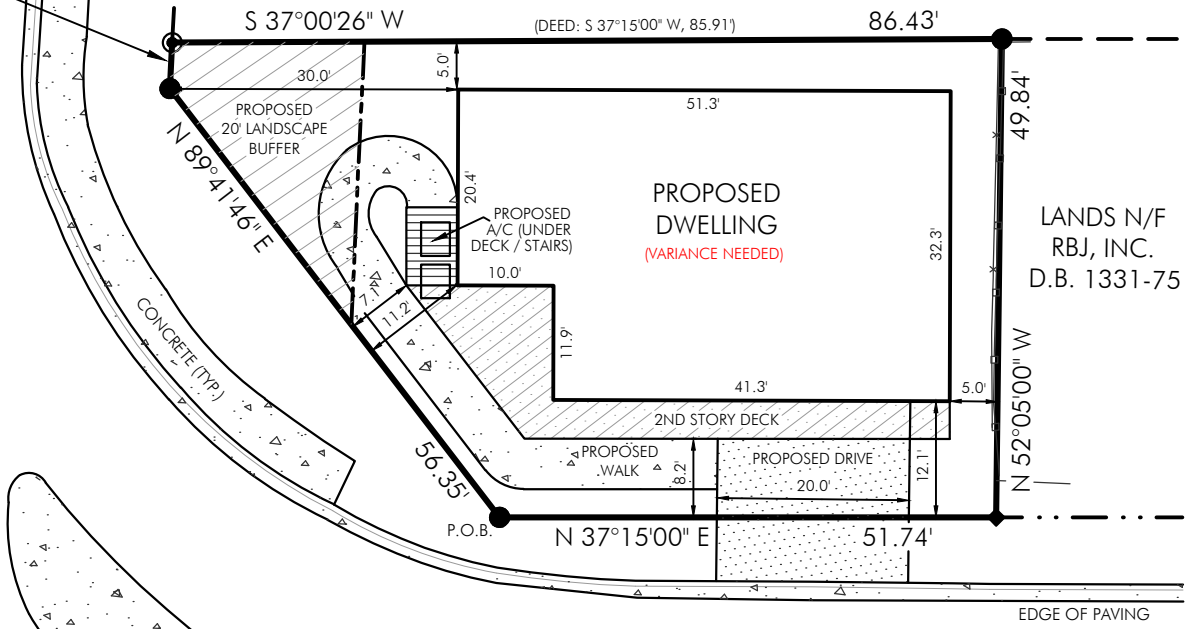


R=2,779.93'
 $\Delta=00^{\circ}05'57''$
 L=4.81'
 C=4.81'
 BRG=S 49°51'54" E

LANDS N/F
 THE REHOBOTH INN
 D.B. 2221-180

☐ SOUTHBOUND LANE COASTAL HIGHWAY / DELAWARE ROUTE 1 (R/W VARIES)



LANDS N/F
 RBJ, INC.
 D.B. 1331-75

WASHINGTON STREET (50' R/W)

LEGEND:

- IRON PIPE (FOUND)
- ⊙ PUNCH HOLE IN METAL DISK (FOUND)
- ◆ "PK" NAIL (SET)

NOTES:

*DRAWING REVISED ON 2/23/2021 TO SHOW PROPOSED CONDITIONS.
 ALL SETBACKS ARE THE RESPONSIBILITY OF THE OWNER AND/OR GENERAL CONTRACTOR. PLEASE CONTACT SUSSEX COUNTY.
 THIS DRAWING DOES NOT VERIFY THE EXISTENCE OR NON-EXISTENCE OF UTILITIES, RIGHT-OF-WAYS OR EASEMENTS IN REFERENCE TO OR LOCATED ON THIS PROPERTY.
 NO TITLE SEARCH PROVIDED OR STIPULATED.
 SURVEY CLASS: SUBURBAN

"WORKING VERSION"
 PROPOSED CONDITIONS
 BOUNDARY SURVEY PLAN FOR
20469 WASHINGTON STREET

REFERENCE: DEED BOOK 1465, PAGE 219

TOTAL AREA: 3,522 SQ. FT.

NORTHERN PORTION OF LOT #15 OF

"REHOBOTH MANOR" SUBDIVISION

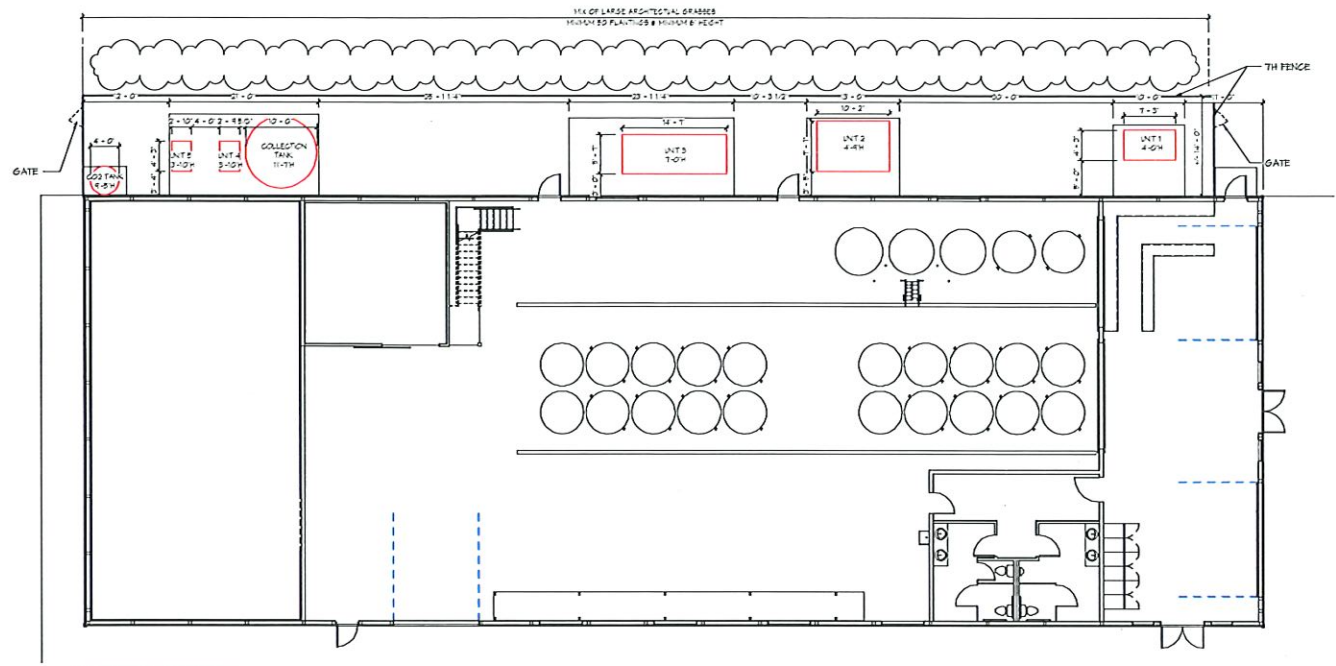
LEWES & REHOBOTH HUNDRED SUSSEX COUNTY

STATE OF DELAWARE

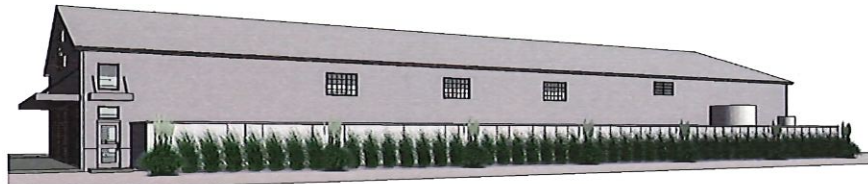
AUGUST 26, 2020* SCALE: 1" = 20'

Prepared by:

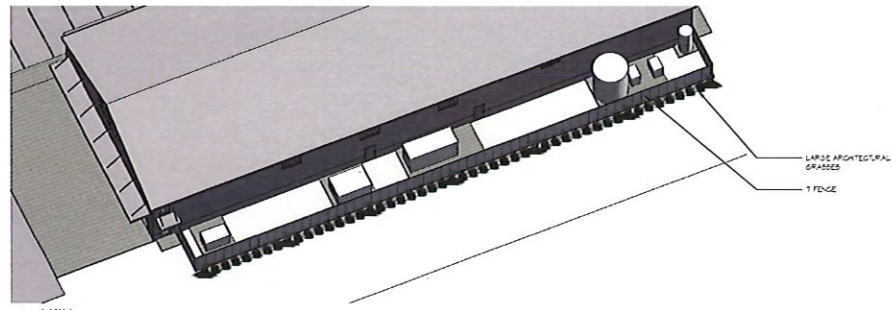
FORESIGHT Services
 Surveying & Precision Measurement



① MECHANICAL SCREENING PLAN
1/0" = 1'-0"



② SOUTH VIEW



③ AXON 1



④ WEST VIEW

MECHANICAL SCREENING PLAN

REV.	DATE	DESCRIPTION	BY
5	12.15.22	OUTDOOR LIGHTING	

DEWEY BEER COMPANY
BUILDING 3 FIT-OUT
21295 HARDESON ROAD
MILTON, DELAWARE
TAX MAP # 235-50.00-21.00

ELEMENT
115 W. MARKET STREET, 2nd floor
SEASIDE, DE 19958
503.642.0177
www.elementof.com



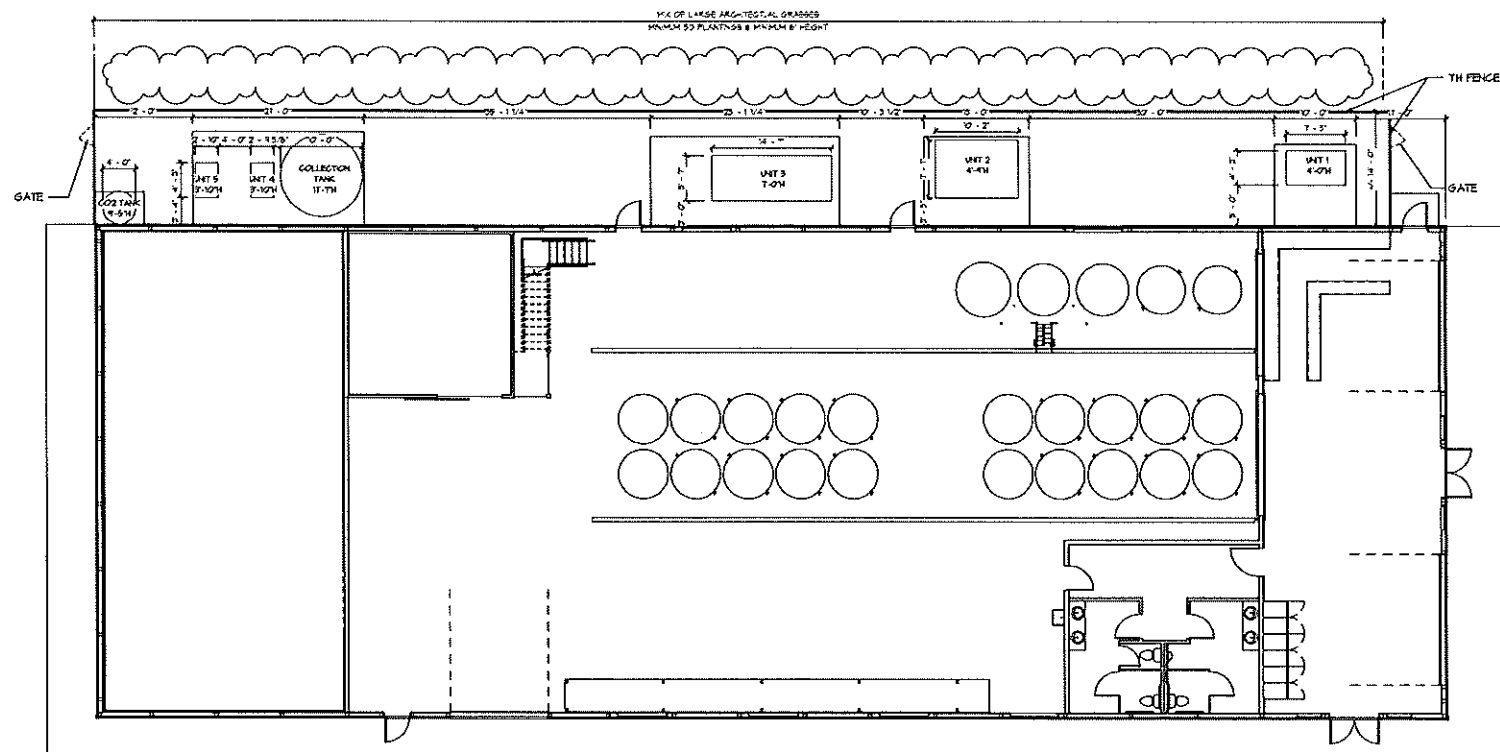
DSN	DRN	CHKD
EG	EG	EG

SCALE: 1/0" = 1'-0"

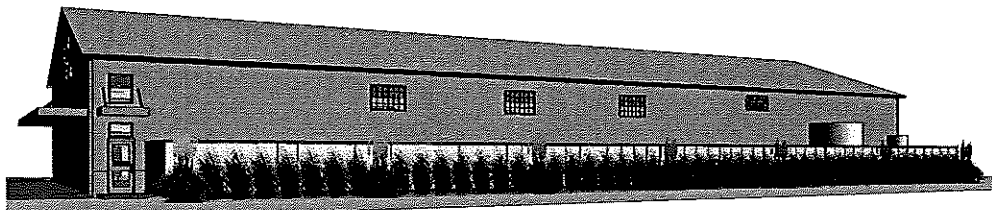
JOB No. e11958

ISSUE DATE: 02.22.2021

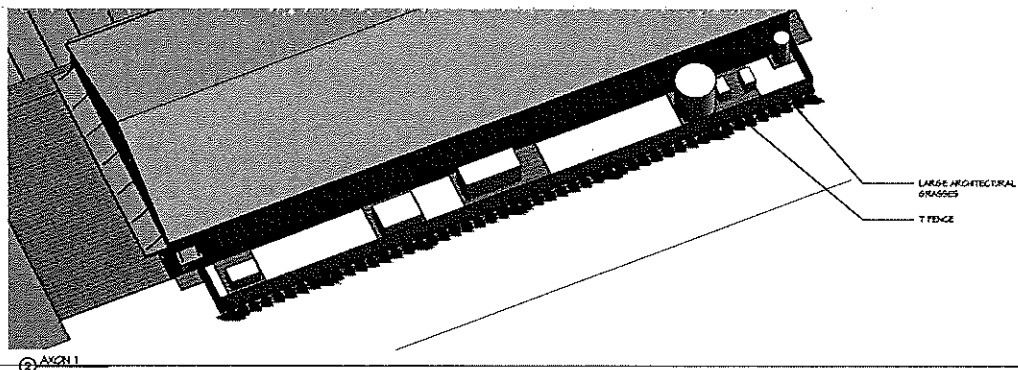
SK-5



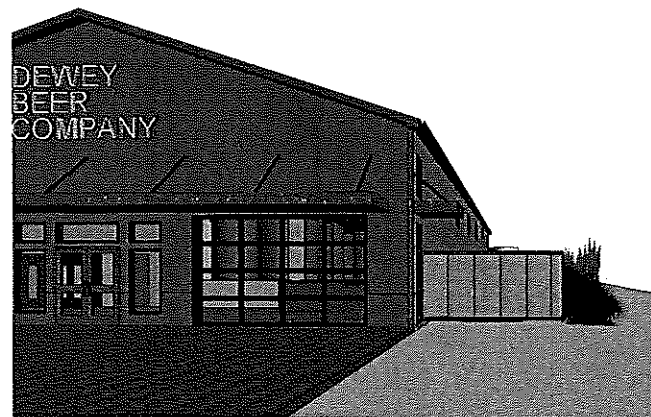
1 MECHANICAL SCREENING PLAN
1/8" = 1'-0"



2 SOUTH VIEW



3 WEST VIEW



4 EAST VIEW

MECHANICAL SCREENING PLAN

REV.	DATE	DESCRIPTION
5	12/15/20	OUTDOOR LIGHTING

REV.	DATE	DESCRIPTION
5	12/15/20	OUTDOOR LIGHTING

ELEMENT
115 N. MARKET STREET, 2ND FLOOR
MILTON, DE 19968
302.645.0777
www.element3d.com

DSN	DRN	CHKD
BB	BB	BB

SCALE: 1/8" = 1'-0"
JOB No. e19156
ISSUE DATE: 02.22.2021

SK-5

----- Estimate -----

Executive Lawns

PO Box 91
Nassau, DE 19969 US
(302) 664-1439
billing@executivelawnsde.com

Estimate #: 1489
Date: 01/25/2021
Total: \$1,556.00

Address:

Mike Reilly
Dewey Beer Company


Activity	Activity	Qty	Rate	Amount
Install 7 Gracillimus Miscanthus Grasses, 3 feet apart for approximately 155 feet	Landscaping	45	23.00	1,035.00
Install 7 Outsidepride Miscanthus Grasses, 1 in between each group of Gracillimus Miscanthus	Landscaping	7	23.00	161.00
Install mulch around Grasses for the length of the fence	Landscaping	10	36.00	360.00

Total:				\$1,556.00

Grasses will be planted in 3 gallon buckets. Will grow to 6-8 feet tall, 3-4 feet wide. Grasses will be installed with organic and topsoil.

Any plants needing replacement within 2 years of planting would be replaced with a tree as close to the same size trees that are still living at the expense of Dewey Beer Co.

Accepted By:



Accepted Date:

2/24/21

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is dated this _____ day of _____, _____.

CLIENT

DEWEY BEER COMPANY
2100 Coastal Hwy, Dewey Beach, DE 19971,
USA
(the "Client")

CONTRACTOR

ANCHOR CONTRACTING
Lincoln Dr, Delaware 19958, USA
(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - VINYL FENCE
11800.00

Install vinyl fence 14ft from rear of building. Fence will be 7ft tall x 8ft wide. The fence will run the full length of the building. The ends will return to the building with a gate at each end.

all posts will be secured with 12" diameter x 36" deep concrete footer.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

6. The Contractor will charge the Client a flat fee of \$11,800.00 for the Services (the "Compensation").
7. A retainer of \$11,800.00 (the "Retainer") is payable by the Client upon execution of this Agreement.
8. For the remaining amount, the Client will be invoiced when the Services are complete.
9. Invoices submitted by the Contractor to the Client are due upon receipt.
10. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.
11. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

REIMBURSEMENT OF EXPENSES

12. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
13. All expenses must be pre-approved by the Client.

INTEREST ON LATE PAYMENTS

14. Interest payable on any overdue amounts under this Agreement is charged at a rate of 10.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

CONFIDENTIALITY

15. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to

the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

16. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

17. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
18. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

19. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

20. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

21. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
22. In the event that the Contractor hires a sub-contractor:
 - the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.

- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

23. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

24. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

25. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

26. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. DEWEY BEER COMPANY
2100 Coastal Hwy, Dewey Beach, DE 19971, USA
- b. ANCHOR CONTRACTING
Lincoln Dr, Delaware 19958, USA

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

27. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

28. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

29. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

30. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

31. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

32. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

33. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

34. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

35. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware.

SEVERABILITY

36. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

37. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 25th day of February, 2021.

DEWEY BEER COMPANY

Per: [Signature] (Seal)
Officer's Name: Michael Reilly

DARIN FRYE

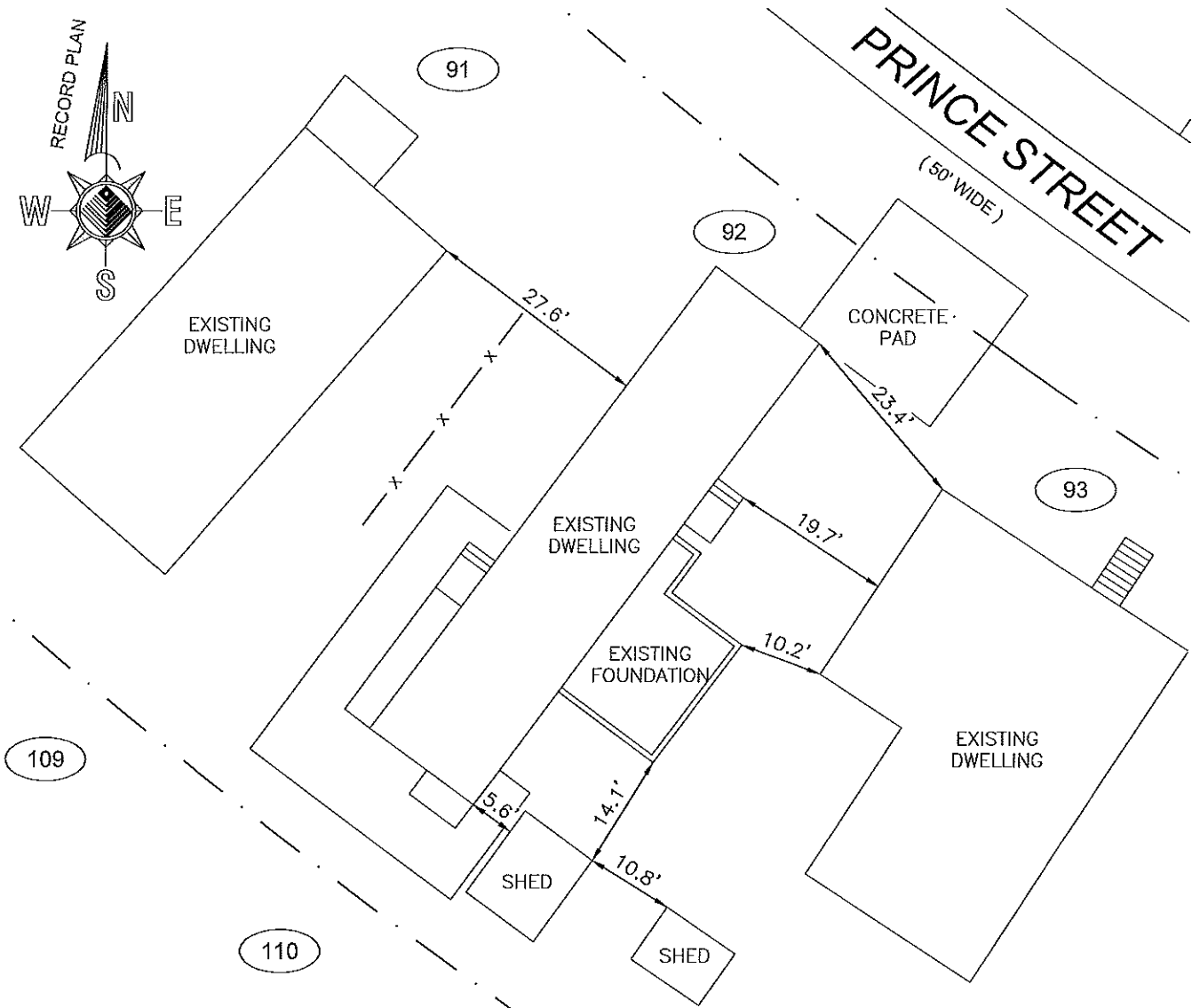
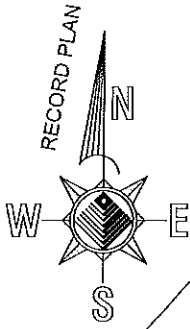
ANCHOR CONTRACTING

PLAN #25082L-130351

PARCEL NO. 3-34-13.00-308.00 P/O

RECORD PLAN: PLOT BOOK #, PAGE #

DEED REF: DEED BOOK 2924 ,PAGE 173



VARIANCE PLAN

PREPARED FOR:
ANN M. FONES
FOR PROPERTY KNOWN AS:
LOT 92 * CAMELOT MEADOWS
ALSO KNOWN AS:
19676 PRINCE STREET
SITUATE IN:
LEWES & REHOBOTH HUNDRED * SUSSEX COUNTY
STATE OF DELAWARE
SCALE: 1"= 20'
DATE: 15 JANUARY 2021

NOTES:

1. THIS PLAN IS VALID ONLY WHEN SIGNED IN RED INK AND EMBOSSED WITH A RAISED IMPRESSION SEAL AND WAS PREPARED IN ACCORDANCE WITH THE MINIMUM STANDARD OF ACCURACY FOR A SUBURBAN CLASSIFICATION.
2. NO EASEMENTS OTHER THAN SHOWN WERE PROVIDED.



M E R E S T O N E
CONSULTANTS, INC.

ENGINEERS - PLANNERS - SURVEYORS

5215 WEST WOODMILL DRIVE
WILMINGTON, DE 19808
PHONE: 302-992-7900

33516 CROSSING AVENUE, UNIT 1
FIVE POINTS SQUARE
LEWES, DE 19958
PHONE: 302-226-5880

PROFESSIONAL LAND SURVEYOR _____ DATE _____

**SUSSEX COUNTY
BOARD OF ADJUSTMENT**

Case No. 12533

DOCUMENT SUBMISSION

FOR

JYOTI A. TULSIAN & KELSIE SWEARER

32681 Oak Orchard Rd.

Millsboro, DE 19966

TMP: 234-34.08-57.01

March 1, 2021

**Shannon Carmean Burton, Esquire
Sergovic Carmean Weidman McCartney & Owens, P.A.
P.O. Box 751
Georgetown, DE 19947
(302) 855-1260**

JYOTI A. TULSIAN & KELSY SWEARER
Case No. 12533
March 1, 2021

<u>Exhibits</u>	<u>Description</u>
A	Variance Application dated January 25, 2021 (without exhibits)
B	Deed dated January 20, 2021 and filed in the Office of the Recorder of Deeds in and for Sussex County, Delaware on January 25, 2021 in Deed Book 5397, Page 50
C	Boundary Survey Plan prepared by Cotten Engineering LLC dated January 20, 2021
D	Photo of the Property
E	Affidavit of Kelsy Swearer

Board of Adjustment Application
Sussex County, Delaware
Sussex County Planning & Zoning Department
2 The Circle (P.O. Box 417) Georgetown, DE 19947
302-855-7878 ph. 302-854-5079 fax

Case # _____

Hearing Date _____

RECEIVED

JAN 25 2021

SUSSEX COUNTY
PLANNING & ZONING

Type of Application: (please check all applicable)

Variance
Special Use Exception
Administrative Variance
Appeal

Existing Condition
Proposed
Code Reference (office use only)

Site Address of Variance/Special Use Exception:

32681 Oak Orchard Rd., Millsboro, DE 19966

Variance/Special Use Exception/Appeal Requested:

Applicants seek a 2.2' variance from the front yard setback requirement for an existing unenclosed deck and a 4.7' variance from the front yard setback requirement for existing steps to the deck.

Tax Map #: 234-34.08-57.01

Property Zoning: C-1

Applicant Information

Applicant Name: Jyoti A. Tulsian & Kelsy Swearer
Applicant Address: c/o Sergovic Carmean Weidman McCartney & Owens, P.A., PO Box 751
City Georgetown State DE Zip: 19947
Applicant Phone #: (302) 855-1260 Applicant e-mail: shannonb@sussexattorney.com

Owner Information

Owner Name: Jyoti A. Tulsian & Kelsy Swearer
Owner Address: c/o Sergovic Carmean Weidman McCartney & Owens, P.A., PO Box 751
City Georgetown State DE Zip: 19947 Purchase Date: 1/20/21
Owner Phone #: (302) 855-1260 Owner e-mail: shannonb@sussexattorney.com

Agent/Attorney Information

Agent/Attorney Name: Shannon Carmean Burton, Esquire
Agent/Attorney Address: c/o Sergovic Carmean Weidman McCartney & Owens, P.A., PO Box 751
City Georgetown State DE Zip: 19947
Agent/Attorney Phone #: (302) 855-1260 Agent/Attorney e-mail: shannonb@sussexattorney.com

Signature of Owner/Agent/Attorney

Shannon Carmean Burton, Esquire
Digitally signed by Shannon Carmean Burton, Esquire
Date: 2021.01.25 09:16:26 -05'00'

Date: _____



Criteria for a Variance: (Please provide a written statement regarding each criteria).

You shall demonstrate to the Board of Adjustment that the property meets all of the following criteria for a Variance to be granted.

In granting any variance the Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of the Zoning Ordinance or Code. The Board is empowered in no case, however, to grant a variance in the use of land or structures thereon.

1. Uniqueness of property:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

The property is unique as it is a narrow, rectangular lot located on Oak Orchard Road and contains approximately 5,176 square feet of land. The exceptional practical difficulty is due to such uniqueness and not due to circumstances or conditions generally created by the Zoning Code in the neighborhood/district in which the property is located.

2. Cannot otherwise be developed:

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

There is no possibility that the property can be developed in strict conformity with the Code. The steps and unenclosed deck serve as the entrance to the dwelling and the dwelling is only 40.9' from the front lot line. Variances are therefore necessary to enable the reasonable use of the Property.

3. Not created by the applicant:

That such exceptional practical difficulty has not been created by the appellant.

The exceptional practical difficulty has not been created by the Applicants. The Applicants recently purchased the Property with the existing improvements. They had no control over the size of the lot or the placement of the dwelling. Applicants simply seek to bring the existing improvements into compliance with the Zoning Code.

4. Will not alter the essential character of the neighborhood:

That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use of development of adjacent property, nor be detrimental to the public welfare.

The variances will not alter the essential character of the neighborhood/district in which the property is located, nor will it substantially or permanently impair the use/development of adjacent property, or be detrimental to the public welfare. Homes in close proximity to the property appear to be similarly situated on the lots. Applicants are unaware of any complaints made about the location of the deck and steps.

5. Minimum variance:

That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

The variances represent the minimum variances that will afford relief and represent the least modifications possible of the regulations in issue. The Applicants simply seek to bring the existing improvements into compliance with the Zoning Code.

Criteria for a Special Use Exception: (Please provide a written statement regarding each criteria)

You shall demonstrate to the Board of Adjustment that the property meets all of the following criteria for a Special Use Exception to be granted.

1. Such exception will not substantially affect adversely the uses of adjacent and neighboring property.

2. Any other requirements which apply to a specific type of special use exception as required by the Sussex County Code. (Ex. Time limitations – 5 year maximum)

Basis for Appeal: (Please provide a written statement regarding reason for appeal)

Check List for Applications

The following shall be submitted with the application

- Completed Application
- Provide a survey of the property (Variance)
 - Survey shall show the location of building(s), building setbacks, stairs, deck, etc.
 - Survey shall show distances from property lines to buildings, stairs, deck, etc.
 - Survey shall be signed and sealed by a Licensed Surveyor.
- Provide a Site Plan or survey of the property (Special Use Exception)
- Provide Fee \$400.00
- Provide written response to criteria for Variance or Special Use Exception (may be on a separate document if not enough room on the form)
- Copy of Receipt (staff)
- Optional - Additional information for the Board to consider (ex. photos, letters from neighbors, etc.)
- Please be aware that Public Notice will be sent to property owners within 200 feet of the subject site and County staff will come out to the subject site, take photos and place a sign on the site stating the date and time of the Public Hearing for the application.

**Please be advised that the decision of the Board of Adjustment is only final when the written decision is filed with the Board's secretary. To determine whether the written decision has been filed, you may call the Planning & Zoning Department at 302-855-7878. The written decision is generally completed within thirty (30) to sixty (60) days following the Board's vote on the application or appeal. Please include the case number when calling about the decision.*

**Please be advised that any action taken in reliance of the Board's decision prior to the filing of the written decision and the expiration of any applicable appeal period is taken at the Property Owner's Risk.*

The undersigned acknowledges that that he or she has read the application completely and that if the appellant / applicant is unable to convince the Board that the standards for granting relief have been met, the appeal / application will be denied.

Signature of Owner/Agent/Attorney

Shannon Carmean Burton, Digitally signed by Shannon Carmean
Burton, Esquire
Date: 2021.01.25 09:16:59 -05'00' Date: _____

For office use only:

Date Submitted: _____ Fee: \$400.00 Check #: _____
 Staff accepting application: _____ Application & Case #: _____
 Location of property: _____

Subdivision: _____ Lot#: _____ Block#: _____
 Date of Hearing: _____ Decision of Board: _____

2-34 34.08 57.01
PREPARED BY & RETURN TO:
Sergovic Carmean Weidman
McCartney & Owens, P.A.
25 Chestnut Street
P.O. Box 751
Georgetown, DE 19947-0751
File No. RE-12026

THIS DEED, made this 20th day of January, 2021,

- BETWEEN -

JITEN K. SONEJI and **RACHNA SONEJI**, of 928 White Clay Terrace, Bear, DE 19701, parties of the first part,

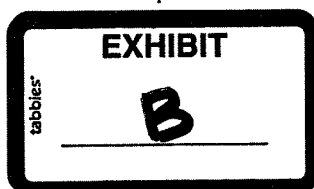
- AND -

JYOTI A. TULSIAN and **KELSY SWEARER**, of 32681 Oak Orchard Road, Millsboro, DE 19966, as joint tenants with the right of survivorship and not as tenants in common, parties of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the parties of the second part, and their heirs and assigns:

ALL that certain lot, piece or parcel of land, with the improvements located thereon erected, situated in Indian River Hundred, Sussex County, State of Delaware, being all of LOT 30 as shown on a plat of BOOKHAMMER'S ADDITION TO OAK ORCHARD, as recorded in the Office of the Recorder of Deeds in and for Sussex County, in Plot Book 2, at page 77, and being more particularly described in accordance with a recent survey by Richard K. Vetter Land Surveying dated March 11, 2005, as follows, to wit:

BEGINNING at a set iron pin in the northeast line of County road 297 (Oak Orchard Road, at 40 feet wide) at a corner for this lot and Lot 25; said point of beginning being located North 46 degrees 30 minutes West, 196.37 feet from the intersection of the northeast line of County Road 297 with the northwest line of Delaware Avenue; thence running from said point of beginning along the northeast line of County Road 297, North 46 degrees 10 minutes West, 49.37 feet to a set iron pipe at a corner for this lot and Lot 31; thence turning and running with Lot 31, North 43 degrees 52 minutes 14 seconds East, 104.10 feet to a found concrete monument at a corner for this lot and Lot 31 and Lot 29; thence turning and running with Lot 29, South 47 degrees 54 minutes 15 seconds East, 49.43 feet to a set iron pipe at a corner for this lot and Lot



26 and Lot 25; thence turning and running with Lot 25, South 43 degrees 49 minutes 55 seconds West, 105.30 feet to the point and place of beginning and containing 5,227 square feet of land, be the same more or less.

BEING the same lands conveyed to Jiten K. Soneji and Rachna Soneji by Deed of James F. Smith, Mary A. Smith and Shirley a. Lincoln dated March 21, 2005 and filed for record in the Office of the Recorder of Deeds, in and for Sussex County at Georgetown, Delaware, in Deed Book 3117, page 144.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Jiten K. Soneji (SEAL)
Jiten K. Soneji

Rachna Soneji (SEAL)
Rachna Soneji

STATE OF DELAWARE, COUNTY OF SUSSEX: to-wit

BE IT REMEMBERED, that on January 20, 2021, personally came before me, the subscriber, Jiten K. Soneji and Rachna Soneji, parties of the first part to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their act and deed.

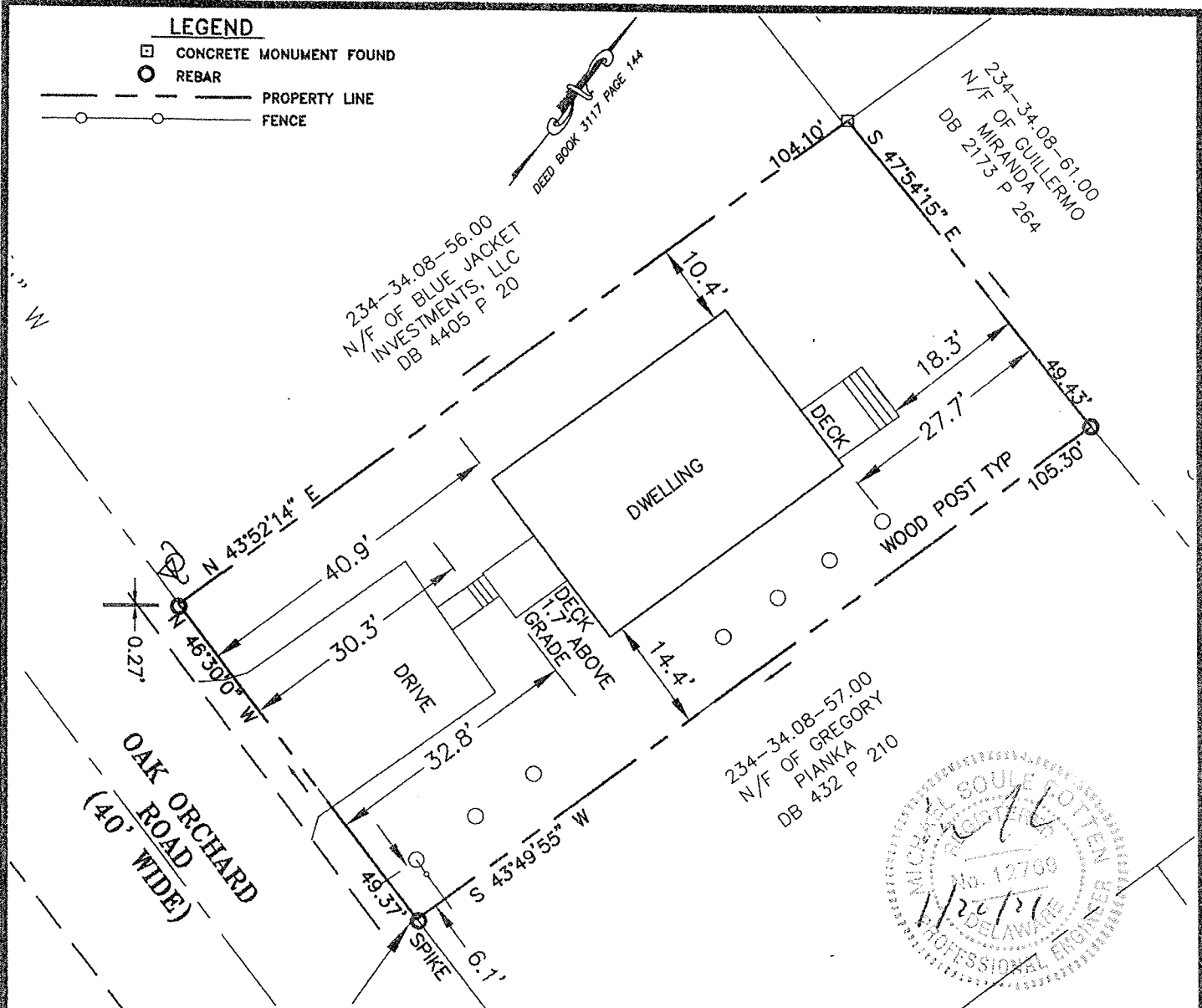
Given under my Hand and Seal of office the day and year aforesaid.

Rachel Bleshman
Attorney
Admitted to the Delaware Bar 12-10-14
Bar ID #006013
Uniform Law on Notarial Acts
Pursuant to 29 Del C Sec. 4323(a)(3)

Rachel Bleshman
Notary Public
Printed Name: _____
My Commission Expires: _____

LEGEND

- CONCRETE MONUMENT FOUND
- REBAR
- PROPERTY LINE
- - - FENCE



POB/POC
196'± TO
DELAWARE
AVENUE

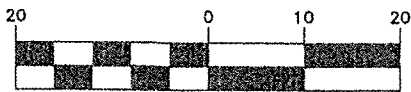
I, MICHAEL S. COTTEN, REGISTERED AS A PROFESSIONAL ENGINEER IN THE STATE OF DELAWARE, HEREBY STATE THAT THE INFORMATION SHOWN ON THIS PLAN HAS BEEN PREPARED UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS ESTABLISHED BY THE STATE OF DELAWARE BOARD OF PROFESSIONAL LAND SURVEYORS. ANY CHANGES TO THE PROPERTY CONDITIONS, IMPROVEMENTS, BOUNDARY OR PROPERTY CORNERS AFTER THE DATE SHOWN HEREON SHALL NECESSITATE A NEW REVIEW AND CERTIFICATION FOR ANY OFFICIAL OR LEGAL USE.



NOTES

1. TITLE REFERENCED TO DEED BOOK 3117, PAGE 144.
2. "SUBURBAN" SURVEY.
3. SUBJECT TO ANY AND ALL RESTRICTIONS, RESERVATIONS, CONDITIONS, EASEMENTS & AGREEMENTS OF RECORD IN THE OFFICE OF RECORDER OF DEEDS, SUSSEX COUNTY, DE. NO TITLE SEARCH PROVIDED.
4. THIS SURVEY DOES NOT CERTIFY AS TO THE EXISTENCE OR NON EXISTENCE OF ANY EASEMENTS OR RIGHT OF WAYS AFFECTING THIS PROPERTY.
5. FLOOD ZONE 'AE' ELEVATION 7.0' PER FEMA PANEL 10005C04B1, EFF 3/16/15

BOUNDARY SURVEY PLAN
FOR JYOTI A. TULSIAN &
KELSY SWEARER
OF LANDS N/F OF JITEN & RACHNA SONEJI
32681 OAK ORCHARD ROAD
MILLSBORO, DE 19966
INDIAN RIVER HUNDRED
SUSSEX COUNTY, DE
TAX MAP #234-34.08-57.01
TOTAL AREA: 5,176±SF OR 0.119±ACRES



COTTEN ENGINEERING LLC

CIVIL ENGINEERS
10087 CONCORD RD.
SEAFORD DE 19973
PHONE/FAX (302) 628-9164

THIS DRAWING, SPECIFICATIONS, AND WORK PRODUCED BY COTTEN ENGINEERING LLC FOR THIS PROJECT ARE INSTRUMENTS OF SERVICE FOR THIS PROJECT ONLY, AND REMAINS THE COPYRIGHTED PROPERTY OF COTTEN ENGINEERING LLC. REUSE OR REPRODUCTION OF ANY OF THE INSTRUMENTS OF SERVICE OF COTTEN ENGINEERING LLC BY THE CLIENT OR ASSIGNEES WITHOUT THE WRITTEN PERMISSION OF COTTEN ENGINEERING LLC WILL BE AT THE CLIENT'S RISK AND BE A VIOLATION OF THE COPYRIGHT LAWS OF THE UNITED STATES OF AMERICA AND THE RESPECTIVE STATE WITHIN WHICH THE WORK WAS COMPLETED.

DESIGNED BY: CE	REV:	JOB # 21-025
	DATE: 1/20/2021	
	SCALE: AS-SHOWN	SHEET 1 OF 1

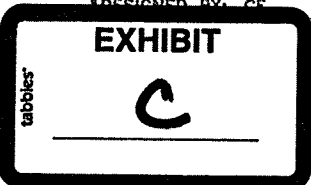




EXHIBIT
tabbles
D

The exceptional practical difficulty is due to the uniqueness of the Subject Property and not due to circumstances or conditions generally created by the provisions of the Zoning Code.

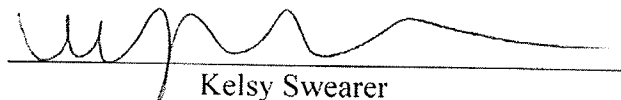
6. In my opinion, there is no possibility that the Subject Property can be developed in strict conformity with the provisions of the Zoning Code at this time, as it would be necessary to remove the steps and most of the deck which serve as the entrance to the dwelling and the dwelling is only 40.9' from the front property line. Variances are therefore necessary to enable the reasonable use of the Subject Property.

7. I did not create the exceptional practical difficulty. I recently purchased the Subject Property with the existing improvements and therefore had no control over the size of the lot or the placement of the dwelling, unenclosed deck or steps. It was my belief until receipt of the Survey that all improvements were placed and constructed in compliance with the applicable zoning laws.

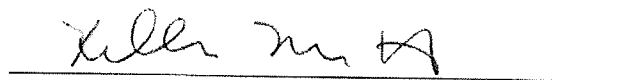
8. In my opinion, the variance will not alter the essential character of the neighborhood nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare. The deck and steps serve as the entrance to the dwelling. I am unaware of any complaints made about the location of the unenclosed deck and steps on the Subject Property.

9. Jyoti A. Tulsian and I are seeking variances sufficient to bring the existing improvements into compliance with the Zoning Code, and nothing more. Thus, it is my opinion that the variances represent the minimum variances that will afford relief and represent the least modification possible of the regulation in issue.

10. Unfortunately, I am unable to attend the variance hearing scheduled for March 1, 2021 at 6:00 p.m. My father's passing has caused my mother and I to take over the management of our company and I must attend the year-end meeting scheduled for that evening. Jyoti A. Tulsian will also be unavailable as he will be attending training in Beltsville, Maryland. As a result, I hereby authorize Shannon Carmean Burton, Esquire to appear on my behalf at the variance hearing. In addition, I submit this Affidavit to the Board of Adjustment for its consideration and respectfully request that the Board approve the requested variances for the reasons set forth herein.


Kelsy Swearer

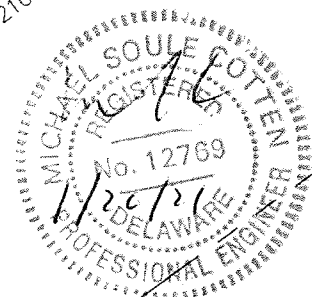
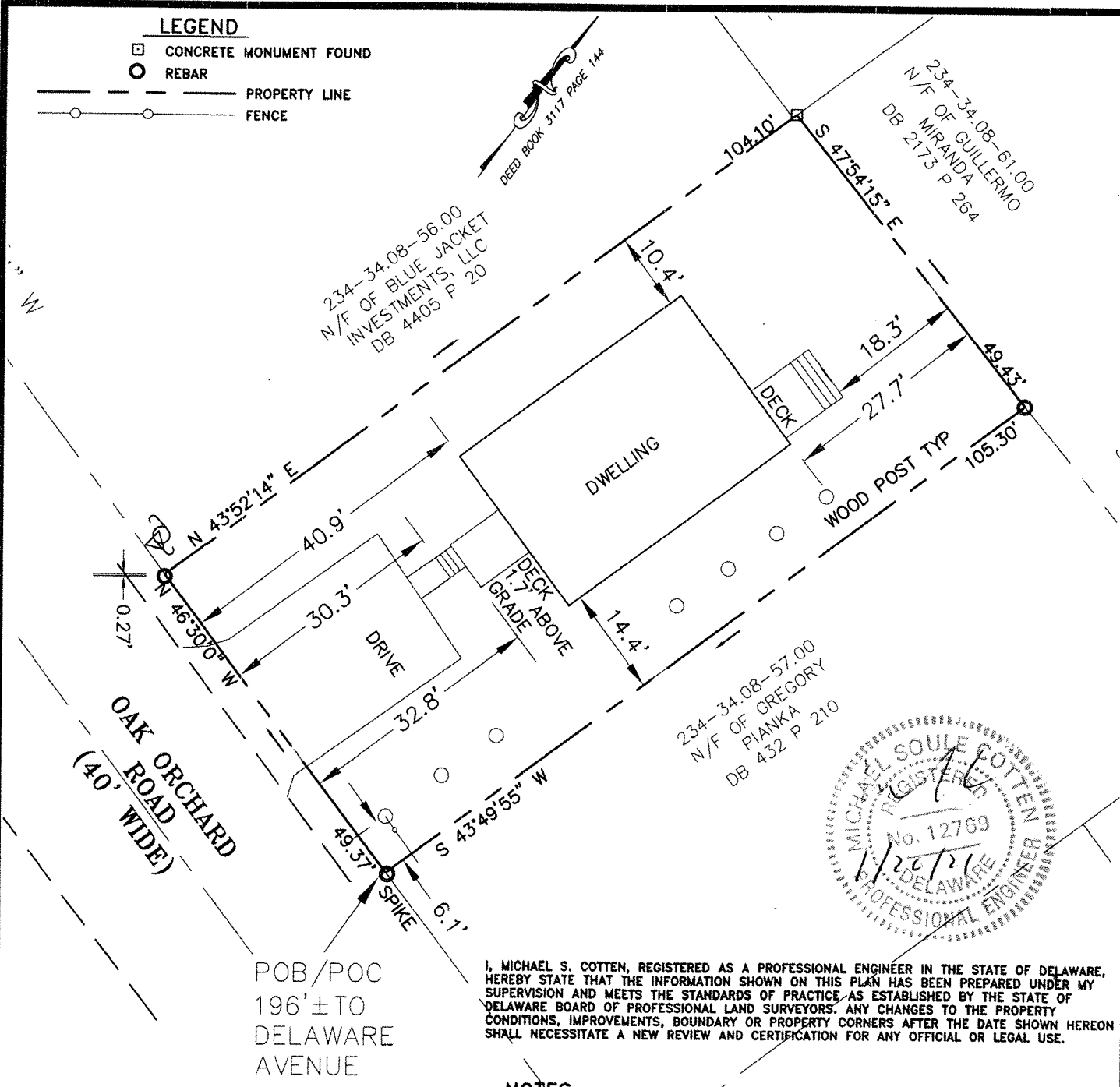
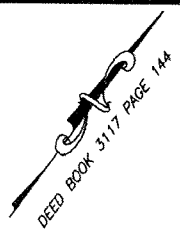
SWORN TO AND SUBSCRIBED before me, the day and year aforesaid.


Notary Public



LEGEND

- ☐ CONCRETE MONUMENT FOUND
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- PROPERTY LINE
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POB/POC
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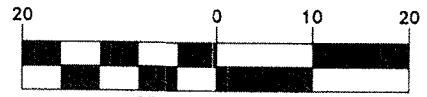
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DESIGNED BY: CE	REV:	JOB # 21-025
DRAWN BY: JCD	DATE: 1/20/2021	SHEET 1 OF 1
CHECKED BY: MSC	SCALE: AS-SHOWN	



HUDSON, JONES, JAYWORK & FISHER, LLC

309 Rehoboth Avenue, Rehoboth Beach, DE 19971

Phone (302) 227-9441 Fax (302) 227-8847

PARTNERS

R. Brandon Jones
Daniel P. Myers II
James P. Becker
Christopher M. Holmon
Michael G. Rushe
D. Barrett Edwards, IV

ASSOCIATES

Chad C. Meredith
Ann Poulos Boswell
Zachary A. George
Kristin C. Collison
Daniel L. Huestis
Joel Wright Collins

William S. Hudson (1934-2013)
John Terence Jaywork, Retired
Harry M. Fisher, III, Retired

RECEIVED

FEB 25 2021

SUSSEX COUNTY
PLANNING & ZONING

OF COUNSEL

Ronald D. Smith
David A. Boswell
Richard E. Berl, Jr
Fred A. Townsend, III

HAND DELIVERED

February 24, 2021

Board of Adjustment
Sussex County Planning & Zoning Department
2 The Circle
Georgetown, DE 19947

RE: Case No. 12531, Mark and Amy Bower, 20592 Quillen Road, Rehoboth Beach, DE 19971

Board Members:

I plan to attend the Board's meeting for the above referenced matter in person on March 1, 2021. I understand that call in instructions are provided on the agenda for those witnesses that cannot attend in person. While witnesses – both Mark and Amy Bower (current owners) and Carl and Darlene Merry (prior owners) – plan to call in to provide testimony and answer any questions of the Board, I also have an Affidavit in Support from Carl and Darlene Merry, dated February 2, 2021. In the event that there are any technical difficulties resulting in the Merrys being unable to provide their substantive testimony via the teleconference, I would like the enclosed Affidavit to be made a part of the record in the above referenced matter. Thank you.

Sincerely,

Chad C. Meredith

DOVER OFFICE

225 South State Street, Dover, DE 19901
Phone (302) 734-7401 Fax (302) 734-5532

LEWES OFFICE

34382 Carpenter's Way, Suite 3, Lewes, DE 19958
Phone (302) 645-7999 Fax (302) 644-8209

AFFIDAVIT IN SUPPORT

The undersigned, Carl and Darlene Merry, Trustees of the Merry Family Revocable Trust dated December 17, 2007, hereby swear and affirm the following, to wit:

1. The purpose of this Affidavit in Support is to provide some background information regarding the request for a variance which seeks to allow an outdoor shower to remain in its current location, as we are residents of Maryland and unable to attend the variance hearing scheduled for March 1, 2021.
2. We first acquired the property located at 20592 Quillen Road, Rehoboth Beach, Delaware 19971, which is also identified as Lot 37 of Truitt's Suburban Development (hereinafter "Property") in December 2015, by that certain Deed recorded in the Office of the Recorder of Deeds, in and for Sussex County, in Deed Book 4481, Page 180.
3. When we purchased the Property in December 2015, the outdoor shower in question was already located on the property, in the same location as is shown on the Foresight Services survey, which was submitted with the application.
4. In preparation of our settlement for the purchase of the Property in December 2015, a survey was performed for us.
5. Our survey, prepared by True North Land Surveying, dated December 8, 2015, shows the outdoor shower in the same location as it currently sits. This survey was also submitted with the application.
6. Prior to settlement for our purchase of the Property in December 2015, neither our settlement attorney or anyone else ever informed us that the outdoor shower was not in compliance with applicable zoning regulations.
7. We continued to own the Property for 5 years, selling the Property to Mark and Amy Bower in December of 2020.
8. During our 5-year ownership of the Property, we were never notified that the outdoor shower did not comply with applicable zoning regulations. Further, we never received any complaint from any neighbors that the shower was in violation of any zoning regulations or private restrictions, nor did we ever receive any notice from any governmental agency that the outdoor shower was in violation of zoning regulations.
9. The first time we learned that the outdoor shower was not in compliance with applicable zoning regulations was in December 2020, prior to final settlement on the sale of the Property to Mark and Amy Bower, after they had a survey prepared.
10. We have applied, by and through counsel, Chad C. Meredith, Esquire of Hudson, Jones, Jaywork & Fisher, LLC, for a variance related to the outdoor shower and the County's side yard setback requirements. We have read the application, as filled out and submitted by counsel, particularly the reasons in support of the application, and incorporate the same herein as if restated in full in this Affidavit.
11. The Property is unique in that, at 4,392 square feet, it is a small lot.

12. It is our understanding that a variance was previously granted in order to allow the dwelling to be constructed as it currently sits; however, the shower was apparently not included in that previous variance application.
13. The Property has already been developed, and the outdoor shower was already in its current location when we purchased the Property in December 2015. We did not install the outdoor shower, nor have we moved the outdoor shower to its current location.
14. Over the course of our 5-year ownership of the Property, we have never received a complaint or notice of setback violations from anyone, whether a neighbor or any county official.
15. The variances will not alter the essential character of the neighborhood, nor would they impair neighboring properties. We have letters in support of the variance request from neighboring property owners.
16. The variance request represents the minimum variance required, and it is the least modification possible to afford relief from the applicable regulations.
17. For the foregoing reasons, we would respectfully request that the variance be granted as requested in the application. We would also respectfully request the reimbursement of \$350.00, representing the difference between the cost of an administrative variance and the cost of a variance requiring a public hearing. The variance request is no more than 12" and an administrative variance could have been granted by the Director of Planning & Zoning.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Carl and Darlene Merry, Trustees of the Merry Family Revocable Trust dated December 17, 2007, have executed this Affidavit on this 2nd day of February 2020. *ccm*

[Signature]
Witness

Carl Merry (SEAL)
Carl Merry, Trustee of the Merry Family
Revocable Trust dated December 17, 2007

[Signature]
Witness

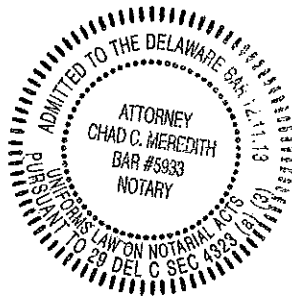
Darlene Merry (SEAL)
Darlene Merry, Trustee of the Merry Family
Revocable Trust dated December 17, 2007

STATE OF Delaware)
)
COUNTY OF Sussex)

SS:

SWORN TO AND SUBSCRIBED before me, the Subscriber, a Notary Public for the State and County aforesaid, on this 2nd day of February 2020, by Carl and Darlene Merry, Trustees of the Merry Family Revocable Trust dated December 17, 2007.

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



[Signature]
NOTARY PUBLIC
Printed Name: Chad C. Meredith
Commission Expires: N/A