

## BOARD OF ADJUSTMENT

JOHN WILLIAMSON, CHAIRMAN  
KEVIN E. CARSON  
JEFF CHORMAN  
JOHN T. HASTINGS  
JORDAN WARFEL



# Sussex County

DELAWARE  
sussexcountype.gov

(302) 855-7878 T  
(302) 845-5079 F

## AGENDA

June 7, 2021

6:30 P.M.

**PLEASE REVIEW MEETING INSTRUCTIONS AT THE BOTTOM OF THE AGENDA\*\***

### Call to Order

### Pledge of Allegiance

### Introduction of Staff Members

### Approval of Agenda

### Approval of Minutes for April 12, 2021

### Approval of Finding of Facts for April 12, 2021

### Old Business

**Case No. 12557 – Key Properties Group, LLC (Elmer G. Fannin)** seek variances from the front yard setback requirements and the landscape buffer requirement in the Combined Highway Corridor Overlay Zone (CHCOZ) for existing and proposed structures (Sections 115-82, 115-182 and 115-194.1 of the Sussex County Zoning Code). The property is located on the northeast side of Coastal Highway (Rt. 1) approximately 546 ft. southeast of Kings Highway. 911 Address: 18315, 18321, 18327 Coastal Highway and 34670, 34673, 34677, 34682, 34703, 34704 Villa Circle, Lewes. Zoning District: C-1. Tax Parcels: 334-6.00-74.00, 75.00 & 70.01 (Portion of).

### Public Hearings

**Case No. 12563 – Zachary Hess** seeks a variance from the maximum fence height requirement for a proposed fence. (Sections 115-34, 115-182 and 115-185 of the Sussex County Zoning Code). The property is located on a through lot on the on the northwest side of Hickman Drive and the southeast side of Club House Road within the Whites Creek Manor Subdivision. 911 Address: 739 Hickman Drive, Ocean View. Zoning District: MR. Tax Parcel: 134-12.00-1030.00



COUNTY ADMINISTRATIVE OFFICES  
2 THE CIRCLE | PO BOX 417  
GEORGETOWN, DELAWARE 19947

**Case No. 12564 – Dan Krausz** seek variances from the front yard setback requirements for proposed structures (Sections 115-34 and 115-182 of the Sussex County Zoning Code). The property is a through lot located on the west side of Arabian Parkway and the east side of Tennessee Walk within the Arabian Acres Subdivision. 911 Address: N/A. Zoning District: MR. Tax Parcel: 334-10.00-35.00

**Case No. 12565 – Michael Kelly** seeks variances from the corner front yard setback requirements for proposed structures (Sections 115-25, 115-182 and 115-185 of the Sussex County Zoning Code). The property is located on the east side of Wilson Avenue within Cape Windsor Subdivision. 911 Address: 38765 Wilson Avenue, Selbyville. Zoning District: AR-1. Tax Parcel: 533-20.14-70.00

**Case No. 12566 – Lindsey Smith** seeks a special use exception operate a day care center (Sections 115-23 and 115-210 of the Sussex County Zoning Code). The property is located on the west side of Deerfield Lane at the intersection with West Stein Highway. 911 Address: 25362 Deerfield Lane, Seaford. Zoning District: AR-1. Tax Parcel: 531-12.00-70.00

**Case No. 12567 – Anthony A. Kempski, Jr.** seek variances from the front yard setback and rear yard setback requirements for existing and proposed structures (Sections 115-42, 115-182 and 115-183 of the Sussex County Zoning Code). The property is located on the southwest side of Forest Drive within Orchard Manor Subdivision. 911 Address: 28296 Forest Drive, Millsboro. Zoning District: GR. Tax Parcel: 234-34.08-95.00

**Case No. 12568 – Mary Ann Brewer** seek variances from the side yard setback requirements for proposed structures (Sections 115-25, 115-183 and 115-185 of the Sussex County Zoning Code). The property is located on the southeast side of Bayview East within Bayview Estates Subdivision. 911 Address: 38825 Bayview East, Selbyville. Zoning District: AR-1. Tax Parcel: 533-19.00-132.00

**Case No. 12569 – Lisa & David A. Wenerd, Sr.** seeks variances from the rear yard setback requirements for a proposed structure (Sections 115-25, 115-183 and 115-185 of the Sussex County Zoning Code). The property is located on the north side of Woodland Court South withing the Angola by the Bay Subdivision. 911 Address: 33173 Woodland Court South, Lewes. Zoning District: AR-1. Tax Parcel: 234-12.17-103.00

**Case No. 12570 – Keystone Novelties Distributors, LLC (Tanger Properties LP)** seeks a special use exception to place a tent for special events (Sections 115-80 and 115-210 of the Sussex County Zoning Code). The property is located on the northeast side of Coastal Highway (Rt. 1) approximately 0.24 mile northwest of Holland Glade Road. 911 Address: 36470 Seaside Outlet Drive, Rehoboth Beach. Zoning District: C-1. Tax Parcel: 334-13.00-325.16





**Additional Business**

Discussion regarding the time Board of Adjustment meetings will begin.

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**Board of Adjustment meetings can be monitored on the internet at**

**[www.sussexcountyde.gov](http://www.sussexcountyde.gov)**

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**In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on May 29, 2021 at 12:00 noon, and at least seven (7) days in advance of the meeting.**

**This Agenda is subject to change to include the addition or deletion of items, including Executive Sessions, which arise at the time of the Meeting.  
Agenda items listed may be considered out of sequence.**



**-MEETING INSTRUCTIONS-**

**\*\* The Sussex County Board of Adjustment is holding this meeting under the authority issued by Governor John C. Carney through Proclamation No. 17-3292.**

The public is encouraged to view the meeting on-line. Any person attending in person will be required to go through a wellness and security screening, including a no-touch temperature check. The public will be required to wear a facial mask.

Chambers seating capacity is limited, and seating assignments will be enforced.

The meeting will be streamed live at <https://sussexcountye.gov/council-chamber-broadcast>

The County is required to provide a dial-in number for the public to comment during the appropriate time of the meeting. **Note, the on-line stream experiences a 30-second delay.** Any person who dials in should listen to the teleconference audio to avoid the on-line stream delay.

To join the meeting via phone, please dial:

**Conference Number: 1 302 394 5036**

**Conference Code: 570176**

Members of the public joining the meeting on the telephone will be provided an opportunity to make comments for those items under public hearings on this agenda.

The Board of Adjustment meeting materials, including the “packet”, are electronically accessible on the County’s website at: <https://sussexcountye.gov/>

If any member of the public would like to submit comments electronically, these may be sent to [pandz@sussexcountye.gov](mailto:pandz@sussexcountye.gov). All comments are encouraged to be submitted by 4:30 P.M. on Thursday, June 3, 2021

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**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 # 12551  
Hearing Date MAY 17  
202103651

**Type of Application: (please check all applicable)**

Variance ☒

Special Use Exception ☐

Administrative Variance ☐

Appeal ☐

Existing Condition ☒

Proposed ☒

Code Reference (office use only)

115-80 115-182  
115-194-1

**Site Address of Variance/Special Use Exception:**

18315 Coastal Highway, Lewes, DE 19958

**Variance/Special Use Exception/Appeal Requested:**

1. The Owner is seeking a variance from section 115-82.B. Depth of Front Yard. Request a reduction of 27.28 feet from the required 60 foot front yard setback to 32.72 feet which is the setbacks of the existing buildings on the properties. Both properties will ultimately be combined. Parcels 74.00 & 75.00 only.
2. Request a variance from the provisions of Section 115 194.1 E (3) Combined Highway Corridor Overlay Zone for the required 20 foot landscaped buffer .A 5-foot variance is requested to reduce buffer to 15 feet. Parcels 74.00, 75.00 & p/o 70.01

**Tax Map #:** 334-6.00 Parcels 74.00, 75.00 & P/O 70.01

**Property Zoning:** C-1

**Applicant Information**

Applicant Name: Elmer G. Fannin

Applicant Address: 610 Marshall Street

City Milford State DE Zip: 19963

Applicant Phone #: (302) 265-2257 Applicant e-mail: elmerfannin@countrylifehomes.com

**Owner Information**

Owner Name: Key Properties Group, LLC (c/o Elmer G. Fannin)

Owner Address: 610 Marshall Street

City Milford State DE Zip: 19963 Purchase Date: \_\_\_\_\_

Owner Phone #: (302) 265-2257 Owner e-mail: elmerfannin@countrylifehomes.com

**Agent/Attorney Information**

Agent/Attorney Name: Mark H Davidson | Pennoni

Agent/Attorney Address: 18072 Davidson Drive

City Milton State DE Zip: 19968

Agent/Attorney Phone #: (302) 684-6207 Agent/Attorney e-mail: mdavidson@pennoni.com

**Signature of Owner/Agent/Attorney**



RECEIVED

Date: 4/20/21



APR 22 2021  
SUSSEX COUNTY  
PLANNING & ZONING



**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.

"See Attached"

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**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.

"See Attached"

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**3. Not created by the applicant:**

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

"See Attached"

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**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.

"See Attached"

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**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.

"See Attached"

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April 20, 2021

**CRITERIA FOR VARIANCE  
FOR  
TAX MAP 334-6.00 PARCELS 74.00 & 75.00 and PORTION OF PARCEL 70.01**

**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.

**PARCELS 74.00 & 75.00**

1. THE UNIQUE CONDITION OF THIS SITE IS THAT THE BUILDING IS EXISTING AND WAS CONSTRUCTED IN 1948, WHICH PREDATES NOT ONLY THE SUSSEX COUNTY INTERIM ZONING ORDINANCE IN 1968 BUT THE ADOPTION OF THE CHCOZ ON JANUARY 30, 1996 AND THEREFORE IS A PRE-EXISTING NON-CONFORMING BUILDING. THE BUILDINGS WERE ONCE SINGLE-FAMILY RESIDENCES. THE BUILDING ON PARCEL 75.00 WAS CONVERTED TO PROFESSIONAL OFFICE SPACE BACK IN THE 1990'S. SINGLE FAMILY DWELLINGS ALONG COASTAL HIGHWAY (DE ROUTE ONE) CORRIDOR HAVE DIMINISHED GIVEN THE NATURE OF THE AREA, USES, TRAFFIC AND ZONING OF PROPERTIES. THE PARCELS MINIMAL SITE AREAS AND RELATIVELY SHALLOW DEPTHS OF 116.50' FOR PARCEL 74.00 AND 160.00' FOR PARCEL 75.00 MINIMIZE THE ABILITY TO DEVELOP THE PROPERTY WITH A USE CUSTOMARY TO THE PARCEL'S C-1 ZONING WHILE STILL PROVIDING THE REQUIRED PARKING, LOADING, LANDSCAPE BUFFERS, STORMWATER MANAGEMENT, ETC. AND WITH THE EXPANSION OF THE HIGHWAY RIGHT-OF-WAY OVER THE YEARS HAS A SETBACK FROM THE EXISTING RIGHT-OF-WAY OF 32.72' FOR PARCEL 74.00 AND 32.77' FOR PARCEL 75.00. THE COMBINED REQUEST FOR VARIANCE IS FOR 27.28-FEET.

**PARCELS 74.00, 75.00 & PORTION OF 70.01**

2. THE UNIQUE PHYSICAL CIRCUMSTANCE OF THE PROPERTIES IS THE SHALLOWNESS OF THE PARCELS AT 116.50' FOR PARCEL 74.00 AND 160.00' FOR PARCEL 75.00 AND THE CONNECTION OF PORTION OF PARCEL 70.01 (WITH LIMITED WIDTH) TO PARCELS 74.00 AND 75.00 FOR PARKING ALONG WITH THE DEDICATION OF 15-FEET TO DELDOT FOR A PERMANENT EASEMENT CREATES LIMITED SPACE FOR HANDLING ADDITIONAL DRAINAGE AND UTILITY PLACEMENT FOR THE REUSE AND REDEVELOPMENT OF THE EXISTING BUILDINGS UNDER CURRENT C-1 PERMITTED USES. PROVIDING A 15-FOOT LANDSCAPE BUFFER FOR THE COMBINED HIGHWAY OVERLAY ZONE ACROSS ALL THREE PARCELS WILL PROVIDE UNIFORMITY AND WILL STILL MEET THE INTENT OF THE CODE.



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.

**PARCELS 74.00 & 75.00**

1. APPROXIMATELY 28-FEET OF THE BUILDING WOULD HAVE TO BE DEMOLISHED TO BRING THE BUILDINGS INTO COMFORMITY WITH THE 60-FOOT FRONT YARD SETBACK. THE INTENT OF THIS PLAN IS TO RENOVATE AND USE THE EXISTING STRUCTURE AS PART OF A NEW RESTAURANT AS PERMITTED UNDER THE PARCEL'S C-1 ZONING. WITHOUT THE REQUESTED VARIANCE, THE PARCEL'S MINIMAL AREA AND DEPTH (160 FEET) LIMITS THE ABILITY TO PROVIDE THE NECESSARY BUILDING, PARKING, LOADING, LANDSCAPE BUFFERS, AND STORMWATER MANAGEMENT WHILE STILL ENABLING A REASONABLE USE OF THE PROPERTY.

**PARCELS 74.00, 75.00 & PORTION OF 70.01**

2. IN ORDER TO PROVIDE SUFFICIENT PARKING, ADDITIONAL DRAINAGE AND PLACEMENT OF UTILITIES AS WELL AS SAFE ACCESS AND TURNING MOVEMENTS FOR VEHICULAR TRAFFIC, THE 5-FOOT VARIANCE FROM THE CHCOZ BUFFER IS NECESSARY TO DEVELOP THE PROPERTY THAT CONFORMS TO THE ZONING ORDINANCE.

3. Not created by the applicant:

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

**PARCELS 74.00 & 75.00**

1. THE BUILDINGS WERE PURCHASED BY THE APPELLANT AND THE BUILDING ON PARCEL 75.00 WAS RENOVATED IN THE PAST TO BE USED FOR PROFESSIONAL OFFICE AS ALLOWED UNDER THE C-1 ZONING ORDINANCE. THE APPELLANT WANTS TO USE BOTH EXISTING BUILDINGS FOR A RESTAURANT THAT IS ALSO ALLOWED UNDER THE C-1 ZONING ORDINANCE.

**PARCELS 74.00, 75.00 & PORTION OF 70.01**

2. THE APPLICANT HAS REDESIGNED THE SITE TO REMOVE PARKING SPACES OUTSIDE OF THE FRONT YARD SETBACK AND HAS ELIMINATED TWO ADDITIONAL COMMERCIAL ENTRANCES BE REMOVED TO CREATE ONE SINGLE ENTRANCE TO PROVIDE SAFE ACCESS AND TURNING MOVEMENTS WITHIN THE PROPERTIES. IN SO DOING, DELDOT HAS REQUIRED THAT THE APPLICANT DEDICATE 15-FEET OF HIS ENTIRE ROAD FRONTAGE TO A PERMANENT EASEMTN FOR DELDOTS UNFORSEEN USE IN THE FUTURE. THIS LEAVES LIMITED SPACE ALONG THE FRONT OF THE PROPERTIES TO PROVIDE FOR ADDITIONAL DRAIANGE AND UTILITIES.



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

**PARCELS 74.00 & 75.00**

1. THE SUBJECT PROPERTIES WERE GRANTED A VARIANCE FOR THE FRONT YARD SETBACK (CASE#11883) ON NOVEMBER 21, 2017. THE BUILDING WAS THE SUBJECT OF A COMMERCIAL SITE PLAN APPROVAL, APPLICATION #S-17-08, BY THE SUSSEX PLANNING & ZONING COMMISSION ON JANUARY 11TH, 2019 FOR A PROPOSED RESTAURANT USE, WHICH IS CURRENTLY UNDER CONSTRUCTION. THE ADJACENT PARCELS TO THE NORTH AND SOUTH ARE COMMERCIAL USES AND WERE CONSTRUCTED AFTER THE BUILDING HAD BEEN CONVERTED TO A PROFESSIONAL OFFICE BACK IN THE 90'S. OTHER STRUCTURES LOCATED ALONG COASTAL HIGHWAY WITH SIMILAR FRONT SETBACKS HAVE BEEN CONVERTED TO COMMERCIAL USES.

**PARCELS 74.00, 75.00 & PORTION OF 70.01**

2. THERE IS SUFFICIENT ROOM TO PROVIDE FOR THE NECESSARY LANDSCAPING REQUIRED WITHIN 15-FEET THAT WILL ALSO MEET DELDOT REQUIREMENTS AND THEREFORE WILL EXCEED THE LANDSCAPING THAT IS CURRENTLY LOCATED ON ADJACENT PARCELS.

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.

**PARCELS 74.00 & 75.00**

1. THE SITE PLANS SUBMITTED WITH THIS APPLICATION SHOWS THE MINIMUM VARIANCE NEEDED FOR THE FRONT SETBACK REDUCTION OF THE EXISTING BUILDINGS. NO IMPROVEMENTS TO THE BUILDING WILL BE REQUESTED TO INTRUDE WITHIN THE EXISTING SETBACK SHOWN.

**PARCELS 74.00, 75.00 & PORTION OF 70.01**

2. THE SITE PLANS SUBMITTED ALONG WITH THE LANDSCAPE PLAN CONCEPT PLANS TO BE SUBMITTED AT THE HEARING WILL SHOW THAT A 5-FOOT VARIANCE IS THE MINIMUM NECESSARY TO PROVIDE THE REQUIRED LANDSCAPING THAT WILL PRESERVE AND ENHANCE THE AESTHETIC AND VISUAL CHARACTER OF THE PROPOSED RESTAURANTS ALONG COASTAL HIGHWAY.

 COPY

## LEASE WITH OPTION TO PURCHASE

Lease agreement made this 23 day of July, 2020, between VILLAS AT BAY CROSSING of Lewes, Delaware ("Landlord") and KEY PROPERTIES GROUP, LLC, of Milford, Delaware ("Tenant").

For the payment of rent as provided herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Landlord and Tenant do now agree as follows:

WHEREAS, Landlord is the sole owner of the property being leased and Tenant, which is Sussex County Tax Map Parcel 334-6.00-70.01P/0, and Tenant and a related company (Country Life Homes, Inc) are the owners of the two adjacent properties lying on the southeasterly side and fronting on Coastal highway, said parcels being Sussex County Tax Map Parcels 334-6.00-74.00 (Key Properties Group, LLC) and Parcel 75.00 (Country Life Homes, Inc.), all of which are zoned C-1 (General Commercial) on the Sussex County Zoning Map; and

WHEREAS, on January 1, 2020, Landlord and Tenant entered into a Purchase and Sale Agreement under which the property herein being leased to Tenant was to be legally removed from the Declaration Plan for the Villas at Bay Crossing Condominium prior to being sold to Tenant and said agreement shall, upon the execution of this lease, be terminated and the deposit money refunded to Tenant; and

WHEREAS, under the Delaware Unit Property Act, which is the governing law applicable to the Villas at Bay Crossing Condominium, property that is dedicated as part of a condominium is owned in common by all of the unit owners and requires the unanimous consent of all of the owners before it can be removed from the condominium plan and sold to a third party; and

WHEREAS, although a substantial majority of the condominium unit owners have consented to the removal and sale of the property to Tenant, unanimous consent was not obtained and the parties hereto have agreed to the property being leased to Tenant until such time and unanimous consent can be obtained and, if said consent is not obtainable, to the long term lease of the property to Tenant, as provided for herein.

### SECTION ONE GRANT OF LEASE

Landlord leases to Tenant and Tenant leases from Landlord all that certain parcel of real estate located on the easterly side of State Route 1, also known as Coastal Highway, said parcel being identified as Sussex County Tax Map Parcel 334-6.00-70.01 P/O and being as depicted on a Survey of Lands to be conveyed to Country Life Homes, Inc., prepared for Landlord by Merestone Consultants, Inc. and attached hereto as EXHIBIT A and hereafter referred to as the "Property".



**BEFORE THE BOARD OF ADJUSTMENT OF SUSSEX COUNTY**  
**IN RE: KEY PROPERTIES GROUP, LLC / COUNTRY LIFE HOMES, INC.**

**(Case No. 11883)**

A hearing was held after due notice on November 21, 2016. The Board members present were: Mr. Dale Callaway, Mr. John Mills, Mr. Jeff Hudson, Mr. Norman Rickard, and Mr. Brent Workman.

Nature of the Proceedings

This is an application for a variance from the front yard setback and combined corridor overlay zone buffer requirements.

Findings of Fact

The Board found that the Applicant is seeking a variance of 27.26 feet from the sixty (60) feet front yard setback requirement for an existing building and a variance of ten (10) feet from the twenty (20) feet combined corridor overlay zone buffer requirement. This application pertains to certain real property located on the east side of Coastal Highway (Route 1) approximately 251 feet north of Bay Crossing Boulevard (911 Address: 18315 & 18327 Coastal Highway, Lewes); said property being identified as Sussex County Tax Map Parcel Number 3-34-6.00-74.00 & 75.00.

1. The Board was given copies of the Application, a restaurant development site plan dated October 21, 2016, aerial photographs of the Property, and a portion of the tax map.
2. The Board found that the Office of Planning & Zoning received no correspondence in support of or in opposition to the Application.
3. The Board found that Carlton Savage was sworn in to testify about the Application.
4. The Board found that Mr. Savage testified that he is the design engineer for the project.
5. The Board found that Mr. Savage testified that the Property consists of two (2) lots and there is an existing dwelling and office building on the properties.
6. The Board found that Mr. Savage testified that the Applicant plans to renovate the existing office building and convert it to a restaurant. Additions to the building will be made to the rear and the existing dwelling will be demolished. There are no changes being made to the front of the building or property.
7. The Board found that Mr. Savage testified that a restaurant is a permitted use in a C-1 zoning district.
8. The Board found that Mr. Savage testified that the development will reduce the number of entrances to the site from three entrances to one entrance.
9. The Board found that Mr. Savage testified that the Property is unique because the building existed prior to the adoption of the ordinance creating the Combined Highway Corridor Overlay Zone.
10. The Board found that Mr. Savage testified that the Property is oddly shaped as it is only 160 feet deep but is 239 feet wide.
11. The Board found that Mr. Savage testified that the shallowness of the lot leaves very few options for development.
12. The Board found that Mr. Savage testified that the Property cannot be developed in strict conformity with the Sussex County Zoning Code. Approximately 28 feet of the existing building would have to be demolished to bring the Property into compliance.
13. The Board found that Mr. Savage testified that the reduction of the buffer requirement will provide enough space for parking, drive aisles, and landscaping.

14. The Board found that Mr. Savage testified that the exceptional practical difficulty was not created by the Applicant.
15. The Board found that Mr. Savage testified that parking currently exists within the twenty (20) feet buffer zone.
16. The Board found that Mr. Savage testified that the existing character of the neighborhood consists of commercial businesses.
17. The Board found that Mr. Savage testified that the variances will not alter the character of the neighborhood. There are other structures to the north and south of the Property with similar setbacks.
18. The Board found that Mr. Savage testified that there will be ten (10) feet of landscaping in the buffer area.
19. The Board found that Mr. Savage testified that the variances requested are the minimum variances necessary to afford relief.
20. The Board found that Mr. Savage testified that reducing the buffer zone allows the Applicant to meet the required parking and drive aisles for the proposed use.
21. The Board found that Mr. Savage testified that the Delaware Department of Transportation ("DelDOT") has expanded the right-of-way over the years, including the expansion of sidewalks in the area.
22. The Board found that no parties appeared in support of or in opposition to the Application.
23. Based on the findings above and the testimony and evidence presented at the public hearing and the public record, which the Board found credible, persuasive, and un rebutted, the Board determined that the application met the standards for granting a variance. The findings below further support the Board's decision to approve the Application.
  - a. The Property is unique because it is an oddly shaped commercial property in the Combined Corridor Overlay Zone. The Property is wide but shallow. The shallowness of the Property has posed a particular challenge for the Applicant, who seeks to redevelop the Property. The Applicant seeks to demolish an existing dwelling, which also encroaches into the front yard setback area, and to expand the existing office building towards the rear yard in order to use the Property for a restaurant. A restaurant is a permitted use in this zoning district. The shallowness of the Property has created an exceptional practical difficulty for the Applicant because the Property is not deep enough to accommodate the parking and drive aisles necessary for the proposed restaurant. Similarly, the unique conditions of the Property have posed a challenge for the Applicant who seeks to retain the existing office building in its location while expanding within the rear yard setback area. The office building encroaches into the front yard setback area and will not further encroach into the front yard setback area. Undisputed testimony also indicates that, over the years, DelDOT has taken additional right-of-way areas in the front yard, thereby reducing the size of the front yard. The Board finds that the unique physical conditions of the Property have created an exceptional practical difficulty for the Applicant who seeks to redevelop the Property.
  - b. Due to the uniqueness of the Property and the situation, the Property cannot be developed in strict conformity with the Sussex County Zoning Code. The Applicant seeks to redevelop the Property by removing an existing dwelling and to expand an existing office building within the setback areas in order to convert the office building to a restaurant. The building, however, already encroaches into the front yard setback area and, due to the unique conditions of the Property, the Applicant cannot meet the necessary parking requirements while also meeting the buffer zone requirements. The Board is convinced that the variances are necessary to enable the reasonable use



of the Property as the variances will allow the Applicant to redevelop the Property into a restaurant. The Board is convinced that the shape and location of this restaurant are reasonable, which is confirmed when reviewing the survey provided by the Applicant. The Board notes that the Applicant will also demolish an existing dwelling and reduce the number of entrances on the Property as part of the redevelopment.

- c. The exceptional practical difficulty was not created by the Applicant. The Applicant did not place the existing office building on the Property. Rather, that building has been on the Property for many years and its location predates the enactment of the Combined Corridor Overlay Zone ordinance. The Applicant also did not create the odd depth of the Property, which has created a small building envelope. This small building envelope was further limited by the takings by DelDOT for additional right-of-way space along Route 1. These conditions have limited the space where the Applicant can place parking and drive aisles for the proposed restaurant. Notably, the parking spaces cannot fit within the building envelope even though another structure on the Property will be demolished. The unique situation and physical conditions of the Property have created the exceptional practical difficulty for the Applicant.
- d. The variances 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 office building will encroach no further into the front yard setback area than it already does and the other structure on the Property (which also encroaches into the front yard setback area) will be demolished. The unrebutted testimony confirms that other commercial businesses in the area are similarly situated from Route 1 and that the proposed redevelopment will be consistent with those properties. The Board is also convinced that encroachment into the buffer zone will not alter the character of the neighborhood. Parking already exists in the buffer zone and, while the Applicant plans to have parking spaces in the buffer zone, the Applicant will plant ten (10) feet of landscaping in the front yard. This landscaping will be an improvement for the Property. The Board also notes that the proposed redevelopment will reduce the number of entrances from the Property to Route 1. Furthermore, no evidence was presented which would indicate that the variances would somehow alter the essential character of the neighborhood or be detrimental to the public welfare.
- e. The variances sought are the minimum variances necessary to afford relief and the variances requested represent the least modifications possible of the regulations at issue. The Applicant has demonstrated that the variances sought will allow the Applicant to retain an existing office building and to redevelop the Property for a restaurant. The building will encroach no farther into the front yard setback than the existing building does and the Applicant will plant as much landscaping in the buffer zone as possible while still meeting the parking requirements for the site.

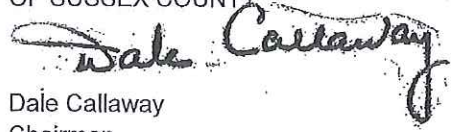
The Board granted the variance application finding that it met the standards for granting a variance.

#### Decision of the Board

Upon motion duly made and seconded, the variance application was approved. The Board Members in favor were Mr. Dale Callaway, Mr. Jeff Hudson, Mr. John Mills,

Mr. Norman Rickard, and Mr. Brent Workman. No Board Member voted against the Motion to approve the variance application.

BOARD OF ADJUSTMENT  
OF SUSSEX COUNTY

  
Dale Callaway  
Chairman

If the use is not established within one (1)  
year from the date below the application  
becomes void.

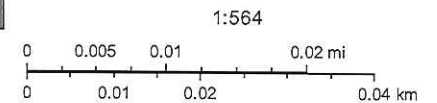
Date 2/7/2017





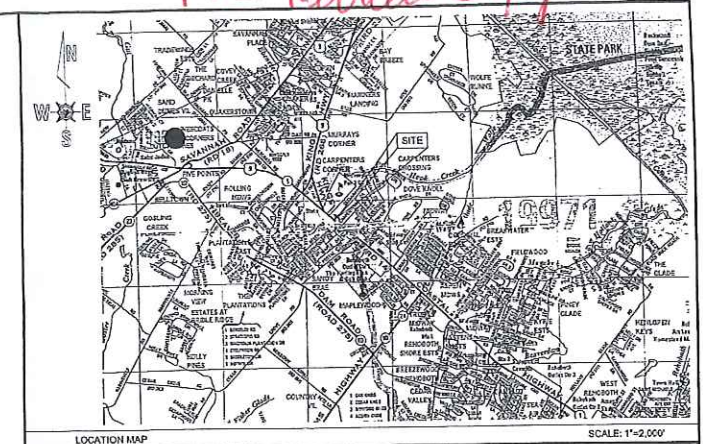
PIN:	334-6.00-74.00	
Owner Name	KEY	PROPERTIES GROUP LLC
Book	4522	
Mailing Address	610 MARSHALL ST	
City	MILFORD	
State	DE	
Description	RD WESCOATS COR	
Description 2	TO REHOBOTH	
Description 3	LOT W/IMP	
Land Code		

- polygonLayer
- Override 1
- polygonLayer
- Override 1
- Tax Parcels
  - 911 Address
  - Streets
  - County Boundaries
  - Municipal Boundaries





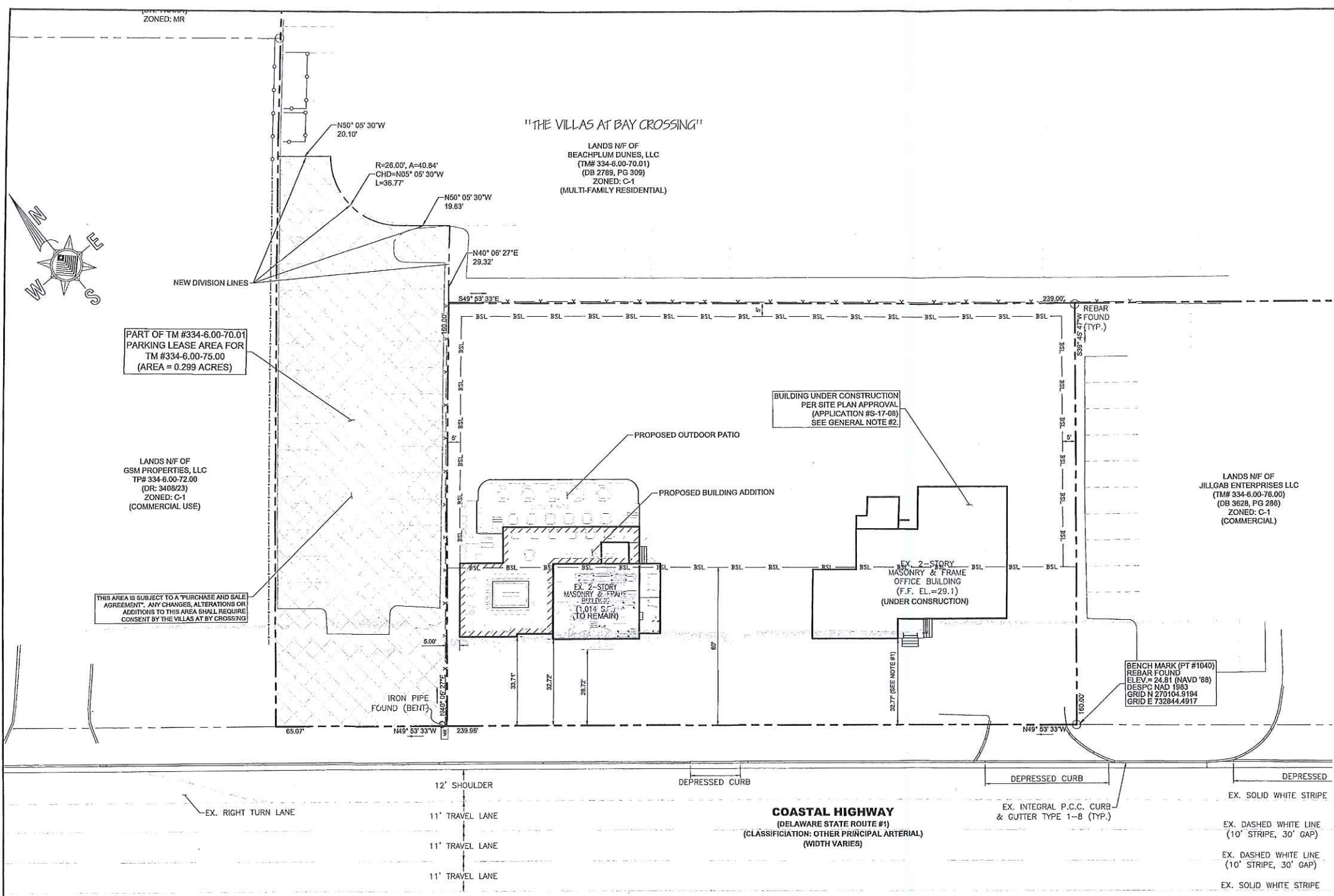
PtZ Review Copy



PLAN DATA:	
PARCEL ID. NO.	334-6.00-74.00
DEED REFERENCE	DB 4622, PG 230
ZONING DISTRICT	C-1 (GENERAL COMMERCIAL)
SEWAGE DISPOSAL	SUSSEX COUNTY SANITARY SEWER SEWERAGE IS SUBJECT TO APPROVAL OF THE SUSSEX COUNTY DEPARTMENT OF PUBLIC WORKS AND THE DELAWARE STATE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL.
WATER SUPPLY	TIDEWATER UTILITIES, INC. WATER IS SUBJECT TO THE APPROVAL OF TIDEWATER UTILITIES, INC., THE DELAWARE STATE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL AND THE DELAWARE DIVISION OF PUBLIC HEALTH.
OWNER/DEVELOPER	KEY PROPERTIES GROUP, LLC C/O ELMER FAIRIN 610 MARSHALL STREET MILFORD, DE 19963 PHONE: (302) 245-2227 EXT. 410 EMAIL: ELMERFAIRIN@COUNTRYLIFEHOMES.COM
LOCAL LAND USE AGENCY	SUSSEX COUNTY PLANNING AND ZONING
HORIZONTAL DATUM	NAD 83 (NA 2011, EPOCH 2010)
VERTICAL DATUM	NAVD 88
EXISTING USE	VACANT MASONRY FRAME STRUCTURE & RESTAURANT (UNDER CONSTRUCTION)
SITE ADDRESS	18315 COASTAL HIGHWAY, LEWES 19958

- GENERAL NOTES:**
- The adjacent building's front setback of 60' was reduced to 32.74 feet by a variance approval granted by the Sussex County Board of Adjustment on 21 November 2017, case no. 11883.
  - A Commercial Site Plan prepared for Key Properties Group, LLC (Application #S-17-08) has been approved by Sussex County Planning and Zoning Commission on January 11, 2019. Construction on the adjacent building has commenced as of the date of this plan.
  - The buffer zone established for the Highway Corridor Overlay Zone was reduced to 10' in width by a variance approval granted by the Sussex County Board of Adjustment on 21 November 2017, case no. 11883.

Setbacks  
60' F  
5' S  
5' R



Existing Structure Built in 1940's  
Front yard variances needed  
① 31.28' var from 60' F for prop. front Entry  
② 27.28' var from 60' F for existing structure  
③ 26.31' var from 60' F for prop. Addition

PLAN TO ACCOMPANY VARIANCE APPLICATION

PROJECT:  
LANDS OF KEY PROPERTIES GROUP, LLC  
ALSO KNOWN AS:  
18315 COASTAL HIGHWAY  
SITUATE IN:  
LEWES & REHOBOTH HUNDRED \* SUSSEX COUNTY  
STATE OF DELAWARE  
TAX PARCEL #: 334-6.00-74.00  
SCALE: 1"=20'

		ENGINEERS - PLANNERS - SURVEYORS	
		6215 WEST WOODMILL DRIVE 33516 CROSSING AVENUE, UNIT 1 WILMINGTON, DE 19808 FIVE POINTS SQUARE PH: 302-992-7900 LEWES, DE 19958 FAX: 302-992-7911 PH: 302-228-5880	
DATE	REVISION	CHKD.	DRAWN BY: RAG
			DATE: 1 FEBRUARY 2021
			SHEET#: 1 OF 1

APPROVED: 3/10/21  
PROFESSIONAL ENGINEER DATE



GENERAL NOTES:

- ALL CONSTRUCTION AND MATERIALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STATE OF DELAWARE STATE HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS, DATED AUGUST 2016 AND THE DELAWARE EROSION AND SEDIMENT CONTROL HANDBOOK, DATED APRIL 2016, AND ALL AMENDMENTS THERETO.
- EXISTING UTILITIES, UNLESS OTHERWISE NOTED ON THE PLANS, ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT "MISS UTILITY" 1-800-282-8555 (9) THREE DAYS PRIOR TO CONSTRUCTION IN ORDER TO VERIFY AND ALLOW FOR THEIR LOCATION AND DEPTH IN THE FIELD.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE, ANY AND ALL DAMAGES DONE TO EXISTING UTILITIES DUE TO HIS/HER NEGLIGENCE SHALL BE IMMEDIATELY AND COMPETENTLY REPAIRED AT HIS/HER EXPENSE.
- THE CONTRACTOR SHALL PRESERVE ALL TREES ON THE SITE EXCEPT WHERE NECESSARY TO CONSTRUCT PROPOSED BUILDINGS, UTILITIES, DRIVEWAYS, OR PARKING AREAS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, LICENSING AND INSURANCE REQUIRED FOR CONSTRUCTION.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLETELY AND ADEQUATELY CONTROL WATER PRESENT IN THE EXCAVATION. THE CONTRACTOR SHALL PROVIDE FOR THE DISPOSAL OF WATER REMOVED FROM EXCAVATIONS, IN SUCH A MANNER AS SHALL NOT CAUSE DAMAGE TO PUBLIC OR PRIVATE PROPERTY OR TO ANY PORTION OF THE WORK COMPLETED OR IN PROGRESS OR CAUSE ANY IMPEDIMENT TO THE USE OF ANY AREA BY THE PUBLIC, IF APPLICABLE. THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN THE NECESSARY DEWATERING WELL PERMITS FROM THE STATE OF DELAWARE, DNREC PRIOR TO EXCAVATION.
- NO DEBRIS WILL BE BURIED ON THIS SITE.
- PLAN LOCATION AND DIMENSIONS SHALL BE STRICTLY ADHERED TO UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- ALL FIRE LANES, FIRE HYDRANTS, AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE STATE FIRE PREVENTION REGULATIONS.
- THIS SITE IS LOCATED ENTIRELY IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD (100-YEAR FLOOD) AS DESIGNATED ON THE FLOOD INSURANCE RATE MAPS NUMBER 10005C0322K LAST REVISED 16th MARCH 2015.
- NO SITE PREPARATION, SITE DISTURBANCE, EXCAVATION OR OTHER CONSTRUCTION ACTIVITY SHALL TAKE PLACE UNTIL ALL PERMITS HAVE BEEN ACQUIRED BY THE DEVELOPER AND THE SITE PLAN HAS BEEN APPROVED AND RECORDED, IF APPLICABLE.
- THIS DRAWING DOES NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND ALL RULES AND REGULATIONS THERETO APPURTENANT.
- COPYRIGHT © 2020. MERESTONE CONSULTANTS, INC. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED BY PHOTOCOPYING, RECORDING OR BY ANY OTHER MEANS, OR STORED, PROCESSED, OR TRANSMITTED IN OR BY ANY COMPUTER OR OTHER SYSTEMS WITHOUT THE PRIOR WRITTEN PERMISSION OF MERESTONE CONSULTANTS, INC. COPIES OF THIS PLAN WITHOUT COLORED INK SIGNATURE AND A RAISED IMPRESSION SEAL ARE NOT VALID.
- THE STATE OF DELAWARE CRITICAL AREA MAPS WERE REVIEWED FOR THIS SITE AND NO STATE OR FEDERALLY REGULATED WETLAND AREAS WERE FOUND TO EXIST.

PROJECT NOTES:

- The loading berth area is designated at the rear of the building, within the aisle way, adjacent to the kitchen, deliveries are generally done in the morning while the restaurant is not open for business.
- This plan, in part, supercedes the Commercial Site Plan for Key Properties Group, LLC (S-17-08) as approved by Sussex County Planning and Zoning Department on January 11, 2019, revisions to the plan are as follows:
  - A take-out area has been added to the main restaurant building.
  - The existing masonry & frame structure will be developed into a commercial restaurant.
  - The owner/developer has entered into a purchase and sale agreement with the Villas at Bay Crossing for additional parking.
- In accordance with Section § 115-164 Modification of requirements. "Where, in the judgment of the Planning and Zoning Commission, the parking requirements listed in § 115-162 are clearly excessive and unreasonable, the Commission may modify the requirements." The Owner/Developer is requesting relief from the parking requirements for the following reasons:
  - Given that location of a DART park and ride, which is within walking distance of the restaurant, our employees will not be permitted to use parking on site. Therefore, we are allocating only 4 spaces for employee use.
  - A covered structure for uber/taxi pick up and drop off will be provided.
  - Due to COVID-19 and the continued demand for outdoor dining, we are providing take-out services and maximizing outdoor dining on the site. We believe that this demand will continue for the foreseeable future.
  - As you can see our plan provides for 79 parking spaces, we ask that you consider the items described here and allow for a waiver of 28 spaces.

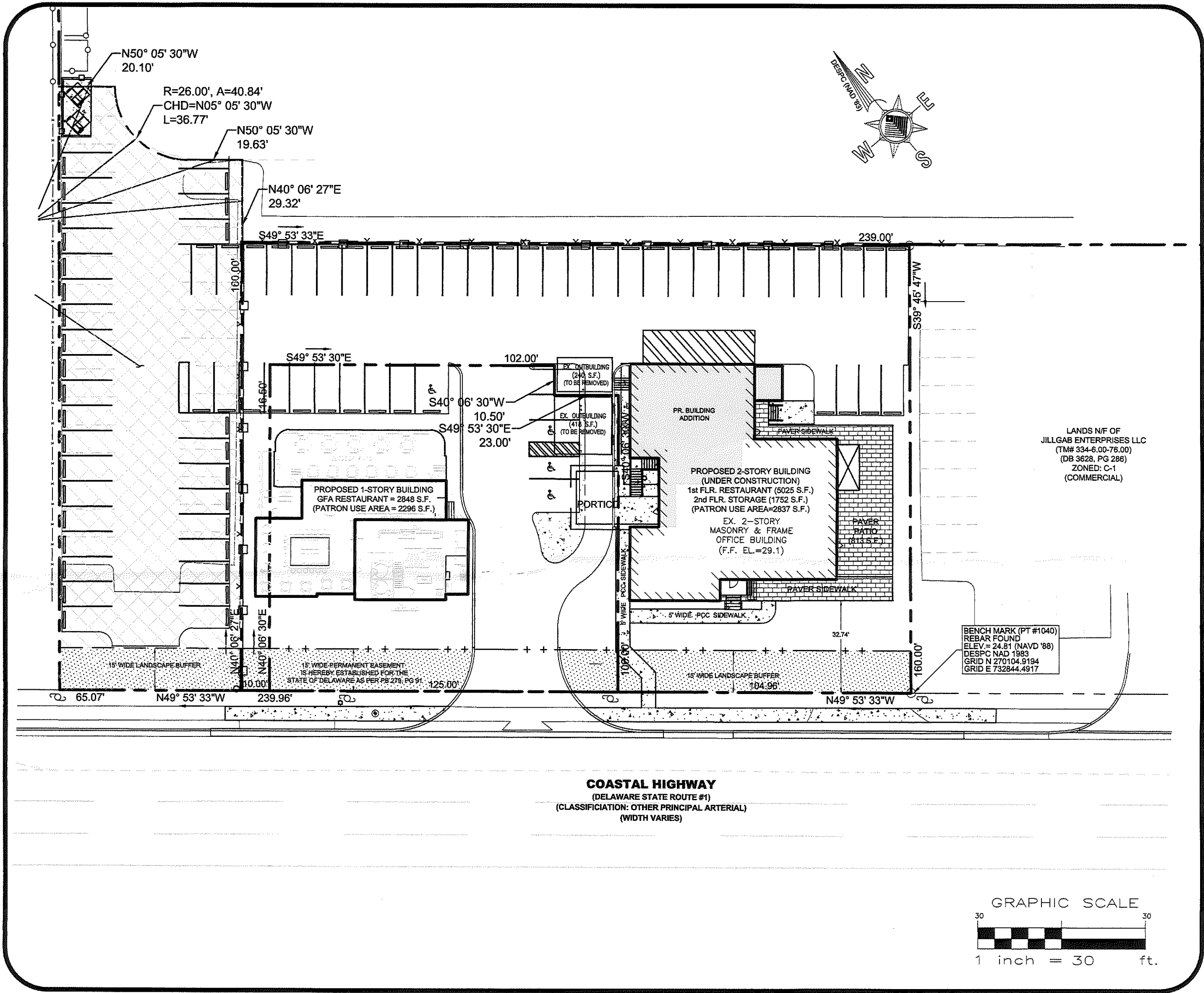
DELDOT GENERAL NOTES: (LAST REVISED MARCH 21, 2019)

- ALL ENTRANCES SHALL CONFORM TO THE DELAWARE DEPARTMENT OF TRANSPORTATION'S (DELDOT'S) CURRENT DEVELOPMENT COORDINATION MANUAL AND SHALL BE SUBJECT TO ITS APPROVAL.
- NO LANDSCAPING SHALL BE ALLOWED WITHIN THE RIGHT-OF-WAY UNLESS THE PLANS ARE COMPLIANT WITH SECTION 3.7 OF THE DEVELOPMENT COORDINATION MANUAL.
- SHRUBBERY, PLANTINGS, SIGNS AND/OR OTHER VISUAL BARRIERS THAT COULD OBSTRUCT THE SIGHT DISTANCE OF A DRIVER PREPARING TO ENTER THE ROADWAY ARE PROHIBITED WITHIN THE DEFINED DEPARTURE SIGHT TRIANGLE AREA ESTABLISHED ON THIS PLAN. IF THE ESTABLISHED DEPARTURE SIGHT TRIANGLE AREA IS OUTSIDE THE RIGHT-OF-WAY OR PROJECTS ONTO AN ADJACENT PROPERTY OWNER'S LAND, A SIGHT EASEMENT SHOULD BE ESTABLISHED AND RECORDED WITH ALL AFFECTED PROPERTY OWNERS TO MAINTAIN THE REQUIRED SIGHT DISTANCE.
- UPON COMPLETION OF THE CONSTRUCTION OF THE SIDEWALK OR SHARED-USE PATH ACROSS THIS PROJECT'S FRONTAGE AND PHYSICAL CONNECTION TO ADJACENT EXISTING FACILITIES, THE DEVELOPER, THE PROPERTY OWNERS OR BOTH ASSOCIATED WITH THIS PROJECT, SHALL BE RESPONSIBLE TO REMOVE ANY EXISTING ROAD TIE-IN CONNECTIONS LOCATED ALONG ADJACENT PROPERTIES, AND RESTORE THE AREA TO GRASS. SUCH ACTIONS SHALL BE COMPLETED AT DELDOT'S DISCRETION, AND IN CONFORMANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL.
- PRIVATE STREETS CONSTRUCTED WITHIN THIS SUBDIVISION SHALL BE MAINTAINED BY THE DEVELOPER, THE PROPERTY OWNERS WITHIN THIS SUBDIVISION OR BOTH (TITLE 17 § 131). DELDOT ASSUMES NO RESPONSIBILITIES FOR THE FUTURE MAINTENANCE OF THESE STREETS.
- THE SIDEWALK SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, THE PROPERTY OWNERS OR BOTH WITHIN THIS SUBDIVISION, THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE FOR THE SIDEWALK.
- TO MINIMIZE RUTTING AND EROSION OF THE ROADSIDE DUE TO ON-STREET PARKING, DRIVEWAY AND BUILDING LAYOUTS MUST BE CONFIGURED TO ALLOW FOR VEHICLES TO BE STORED IN THE DRIVEWAY BEYOND THE RIGHT-OF-WAY, WITHOUT INTERFERING WITH SIDEWALK ACCESS AND CLEARANCE.
- THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MONUMENTS IN ACCORDANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL.
- THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MARKERS TO PROVIDE A PERMANENT REFERENCE FOR RE-ESTABLISHING THE RIGHT-OF-WAY AND PROPERTY CORNERS ON LOCAL AND HIGHER ORDER FRONTAGE ROADS. RIGHT-OF-WAY MARKERS SHALL BE SET AND/OR PLACED ALONG THE FRONTAGE ROAD RIGHT-OF-WAY AT PROPERTY CORNERS AND AT EACH CHANGE IN RIGHT-OF-WAY ALIGNMENT IN ACCORDANCE WITH SECTION 3.2.4.2 OF THE DEVELOPMENT COORDINATION MANUAL.
- A PERPETUAL CROSS ACCESS INGRESS/EGRESS EASEMENT IS HEREBY ESTABLISHED AS SHOWN ON THIS PLAN.
- THIS COMMERCIAL PARCEL HAS DIRECT FRONTAGE ALONG COASTAL HIGHWAY, DELAWARE STATE ROUTE 1, WHICH HAS A FUNCTIONAL CLASSIFICATION OF PRINCIPAL ARTERIAL/FREWAY/INTERSTATE AS DEFINED BY THE STATE OF DELAWARE'S DEPARTMENT OF TRANSPORTATION. PER SECTION 3.6.1 OF THE DELDOT DEVELOPMENT COORDINATION MANUAL (DCM), IT IS THE DEVELOPER'S RESPONSIBILITY TO EVALUATE NOISE LEVELS AND THEIR IMPACTS ON PROPOSED DEVELOPMENT, FOR PROJECTS ADJACENT TO EXISTING TRANSPORTATION FACILITIES WITH THIS FUNCTIONAL CLASSIFICATION, ROADWAYS WITH THIS CLASSIFICATION CAN BE EXPECTED TO GENERATE ELEVATED LEVELS OF ROAD AND TRAFFIC RELATED NOISE, SIMILAR TO WHAT CAN BE EXPECTED IN URBAN AREAS. A DETAILED NOISE ANALYSIS PER DCM 3.6 IS TYPICALLY RECOMMENDED TO HELP GAUGE THE ACTUAL IMPACT THAT ROADWAY RELATED NOISE MAY HAVE ON VARIOUS POTENTIAL LAND-USES (SUCH AS THOSE DESCRIBED IN DCM FIGURE 3.6.3.A: NOISE ABATEMENT CRITERIA). WITH THE INCLUSION OF THIS NOTE, THE DEVELOPER IS ACKNOWLEDGING THAT THE PROPOSED SITE AND/OR BUILDING LOCATION CAN BE EXPECTED TO EXCEED THE SPECIFIC MAXIMUM NOISE LEVELS FOR CERTAIN COMMERCIAL AND NON-RESIDENTIAL USES AS SHOWN IN DCM FIGURE 3.6.3.A. THE DEVELOPER'S WAIVER OF THE NOISE ANALYSIS AND REVIEW OF POTENTIAL NOISE MITIGATION MEASURES ARE SUPPORTED BY THE INFEASIBILITY OF APPLYING NOISE MITIGATION MEASURES, BASED ON ENGINEERING CONSIDERATIONS AND FACTORS THAT WOULD LIMIT THE ABILITY TO ACHIEVE SUBSTANTIAL NOISE REDUCTION, RELATED TO THE COMMERCIAL USE OF THE SITE AND/OR BUILDINGS. THIS WAIVER ACKNOWLEDGES THAT THE DECIBEL LEVEL FOR THIS PARCEL MAY EXCEED THE APPLICABLE LIMITS FOR SOME CURRENT OR FUTURE PROPOSED USES. THE USE OF THIS NOTE SIGNIFIES THE SUBDIVISION ENGINEER'S CONCURRENCE WITH WAIVING THE DEVELOPER'S COMPLETION OF A DETAILED NOISE STUDY AND SUBSEQUENT REVIEW OF RESULTING NOISE ABATEMENT FINDINGS OR MITIGATION MEASURES. ANY FUTURE COMPLAINTS RELATING TO EXISTING OR FUTURE NOISE LEVELS IMPACTING PROPOSED USES ON THIS SITE AND ALONG THIS EXISTING TRANSPORTATION FACILITY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR LAND OWNER OR BOTH.

# REVISED COMMERCIAL SITE PLAN (S-17-08)

FOR PROPERTY KNOWN AS:

## LANDS OF KEY PROPERTIES GROUP, LLC



### SITE LOCATION PLAN

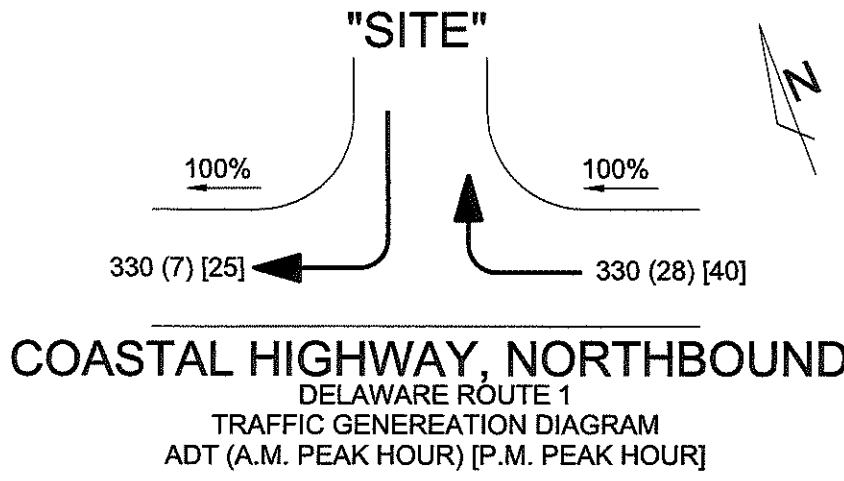
(SCALE: 1"=30')

TAX PARCEL NO. 334-6.00-74.00 & 75.00

SITUATE IN

LEWES & REHOBOTH HUNDRED  
NORTH REHOBOTH BAY WATERSHED  
SUSSEX COUNTY \* STATE OF DELAWARE

### SITE TRAFFIC GENERATION DIAGRAM & GENERAL INFORMATION



ROAD TRAFFIC DATA:  
FUNCTIONAL CLASSIFICATION - OTHER PRINCIPAL ARTERIAL - DE 1, COASTAL HIGHWAY  
POSTED SPEED LIMIT - 45 MPH  
AADT = 61,329 TRIPS (FROM DELAWARE VEHICLE VOLUME SUMMARY 2019)  
10 YEAR PROJECTED AADT = 1.16 X 61,329 TRIPS = 71,142 TRIPS  
10 YEAR PROJECTED AADT + SITE TRIPS = 71,792  
TRAFFIC PATTERN GROUP - 8 (FROM DELAWARE VEHICLE VOLUME SUMMARY 2019)  
PEAK HOUR = 12.04% X 71,792 = 8,644 TRIPS

SITE TRAFFIC DATA:  
SOURCE: ITE TRIP GENERATION MANUAL 9TH EDITION  
QUALITY RESTAURANT (931)  
ONE ENTRANCE - RIGHTS IN, RIGHTS OUT  
DESIGN VEHICLE: SJU-30  
7.87 KSF QUALITY RESTAURANT UNITS X 83.84 = 660 TOTAL TRIPS  
DIRECTIONAL DISTRIBUTION:  
100% FROM THE EAST = 330 ADT (28 AM PK) [40 PM PK]  
100% TO THE WEST = 330 ADT (7 AM PK) [25 PM PK]  
6.42% TRUCKS & BUSES X 660 = 42

Ref: 10th edition of the TRIP GENERATION

#### OWNER'S CERTIFICATION

I, ELMER FANNIN HEREBY CERTIFY THAT KEY PROPERTIES GROUP, LLC IS THE LEGAL OWNER OF THE PROPERTY SHOWN ON THIS PLAN, THAT THE PLAN WAS MADE AT ITS DIRECTION, THAT IT ACKNOWLEDGES THE SAME TO BE ITS ACT, AND DESIRES THE PLAN TO BE RECORDED IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

ELMER FANNIN  
KEY PROPERTIES GROUP, LLC  
610 MARSHALL STREET  
MILFORD, DE 19963  
PHONE: (302) 265-2257 EXT.410

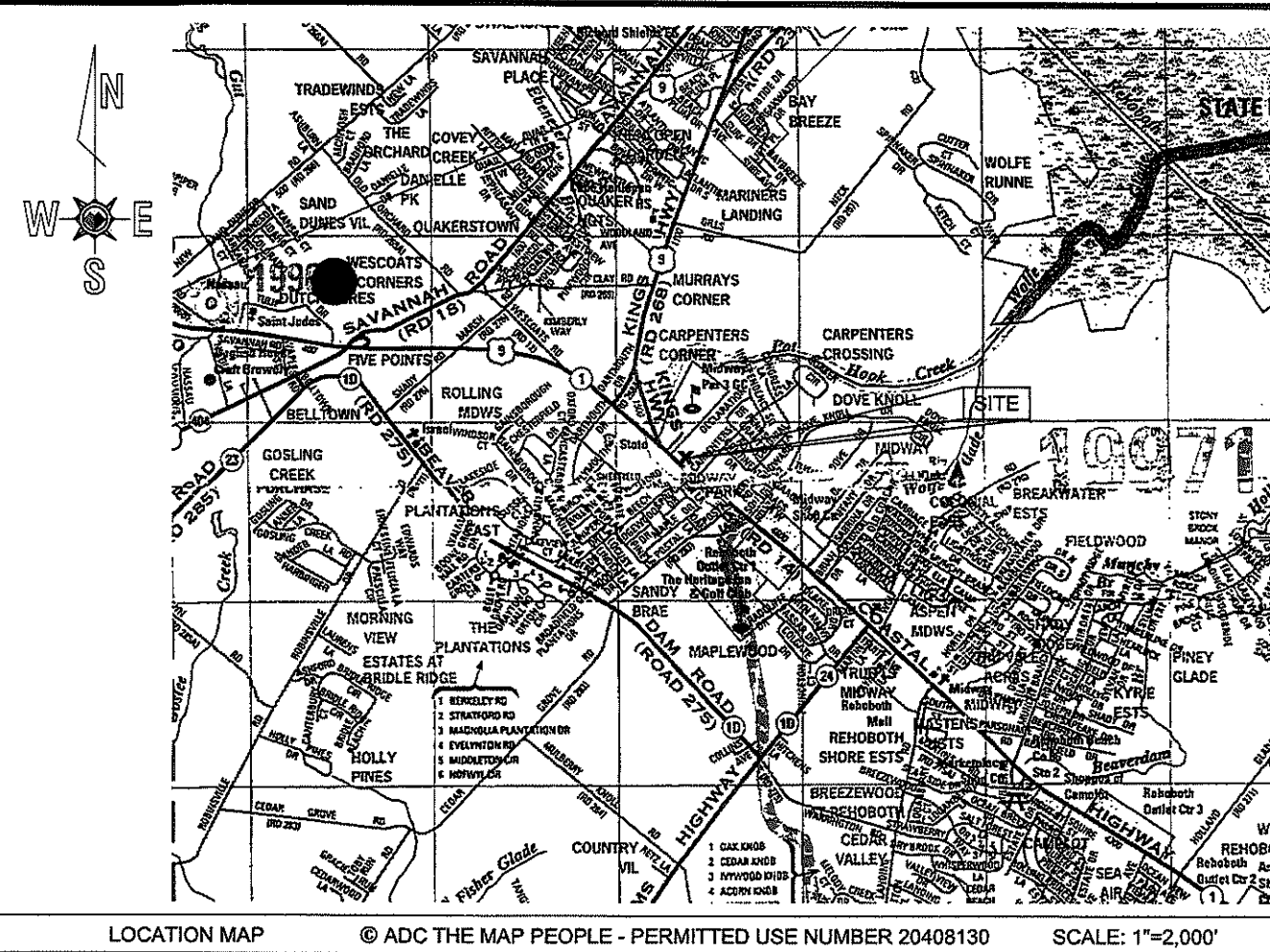
DATE

#### ENGINEER'S CERTIFICATION

I, ROGER A. GROSS, P.E., DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF DELAWARE, AND THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLIES WITH THE APPLICABLE STATE & LOCAL REGULATIONS AND ORDINANCES.

ROGER A. GROSS, P.E. (DELAWARE REG. NO. 7842)  
MERESTONE CONSULTANTS, INC.  
33516 CROSSING AVENUE, UNIT 1  
LEWES, DELAWARE 19958  
PHONE: (302) 226-5880

DATE:



#### PLAN DATA:

PARCEL I.D. NO.	334-6.00-74.00 & 334-6.00-75.00
DEED REFERENCE	DB 4522, PG 230 DB 1996, PG 277
OWNER	KEY PROPERTIES GROUP, LLC COUNTRY LIFE HOMES, INC 610 MARSHALL STREET 610 MARSHALL STREET MILFORD, DE 19963 MILFORD, DE 19963
EXISTING ZONING DISTRICT	C-1 (GENERAL COMMERCIAL)
PROPOSED ZONING DISTRICT	C-1 (GENERAL COMMERCIAL)
SEWAGE DISPOSAL	SUSSEX COUNTY SANITARY SEWER SEWERAGE IS SUBJECT TO APPROVAL OF THE SUSSEX COUNTY DEPARTMENT OF PUBLIC WORKS AND THE DELAWARE STATE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL.
WATER SUPPLY	TIDEWATER UTILITIES, INC. WATER IS SUBJECT TO THE APPROVAL OF TIDEWATER UTILITIES, INC., THE DELAWARE STATE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL AND THE DELAWARE DIVISION OF PUBLIC HEALTH.
OWNER/DEVELOPER	KEY PROPERTIES GROUP, LLC C/O ELMER FANNIN 610 MARSHALL STREET MILFORD, DE 19963 PHONE: (302) 265-2257 EXT.410 EMAIL: ELMERFANNIN@COUNTRYLIFEHOMES.COM
LOCAL LAND USE AGENCY	SUSSEX COUNTY PLANNING AND ZONING
HORIZONTAL DATUM	NAD 83 (NA 2011, EPOCH 2010)
VERTICAL DATUM	NAVD'88
EXISTING USE	VEHICULAR COMMERCIAL BUILDING & MASONRY & FRAME STRUCTURE
PROPOSED USE	COMMERCIAL RESTAURANT USE
NO. OF LOTS	2 EXISTING, 1 PROPOSED
LOT AREA RATIONALE	GROSS AREA (S.F.) 38,316 RIGHT-OF-WAY DEDICATION (S.F.) 0 NET AREA (USED FOR CALCULATIONS) (S.F.) 38,316 BUILDING AREA (S.F.) 545 BUILDING FEATURES (PATIOS, PORCHES, ETC.) (S.F.) 3,983 (10.4%) OTHER INTERVIEWS AREAS (S.F.) 17,138 OPEN SPACE AREAS (S.F.) 15,237 MAX. BUILDING HEIGHT (FT.)= 42 MINIMUM LOT SIZE (S.F.)= 10,000 MINIMUM LOT WIDTH (FT.)= 150 MINIMUM LOT DEPTH (FT.)= 100 MINIMUM FRONT YARD (FT.)= 60 (SEE GENERAL NOTE #15) MINIMUM SIDE YARD (FT.)= 5w MINIMUM REAR YARD (FT.)= 5w

- On property fronting on highways designated by the Delaware Department of Transportation as Principle Arterials or Minor Arterials, the setback shall be measured from a point not less than 50 feet from the centerline of right-of-way.
- None required when there is a party wall to an adjoining building, except that there shall be a side yard of not less than 20 feet in width on the side of a lot adjoining a residential district, and there shall be a rear yard of not less than 30 feet in depth on the rear side of a lot adjoining a residential district.

PARKING RATIONALE	RESTAURANT: §133 S.F. PATRON AREA @ 1 SPACE FOR EACH 50 S. F. ASSIGNED FOR PATRON USE, PLUS 5 EMPLOYEES @ 1 SPACE PER 2 EMPLOYEES ON THE LARGEST SHIFT. (a) TOTAL PARKING REQUIRED= 107 SPACES TOTAL PARKING PROVIDED= 79 SPACES (INCLUDES 4 HC) (b) (20% COMPACT PARKING PERMITTED: 10 ALLOWED; 12 PROVIDED) LOADING SPACE: 5000 S.F. G.F.A. @ 1 SPACE PER 2000 - 10000 S.F. TOTAL LOADING SPACES REQUIRED= 1 SPACE TOTAL LOADING SPACES PROVIDED= 1 SPACE
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- Patron Use Area used to calculate required parking for the restaurant was provided on the architectural plans as prepared by Design Delmarva.
- In accordance with Section § 115-164 Modification of requirements. "Where, in the judgment of the Planning and Zoning Commission, the parking requirements listed in § 115-162 are clearly excessive and unreasonable, the Commission may modify the requirements." The Owner/Developer is requesting relief from parking requirements, refer to Project Note #15.

INVESTMENT LEVEL AREA	INVESTMENT LEVEL 1
HIGHWAY MAINTENANCE NO.	DELAWARE ROUTE NO. 1 (COASTAL HIGHWAY)
POSTED SPEED LIMIT	45 MPH ON FRONTAGE ROAD (DELAWARE ROUTE NO. 1, COASTAL HIGHWAY)
SITE ADDRESS	18315, 18321, & 18327 HIGHWAY ONE, LEWES 19958

#### FIRE MARSHAL NOTES

- N.F.P.A BUILDING TYPE = TYPE-V (WOOD FRAME)
- FIRE SUPPRESSION= AUTOMATIC SPRINKLERS ARE PROPOSED
- MAX. BUILDING HEIGHT= H=35' (TWO STORIES)
- AN AUTOMATIC FIRE ALARM SYSTEM AND SIGNALING SYSTEM PLANS AND SPECIFICATIONS SHALL BE SUBMITTED FOR REVIEW PER DSPR FIRE REGULATION 702, CHAPTER 6, SECTION 3.
- A LOCK BOX IS REQUIRED; CONTACT LOCAL FIRE CHIEF FOR ORDERING INFORMATION AND LOCATION OF BOX ON THE BUILDING.

#### SHEET INDEX:

COVER PLAN AND NOTES	SHEET 1 OF 3
PROPOSED SITE PLAN	SHEET 2 OF 3
EXISTING CONDITIONS PLAN	SHEET 3 OF 3

4/20/21	PER SUSSEX P & Z REVIEW	R.A.G.	
1/13/21	PATIO AREA & PARKING REQ.	R.A.G.	
11/30/20	PATRON AREA & PARKING REQ.	R.A.G.	
11/12/20	PATRON AREA	R.A.G.	
11/06/20	PATRON AREA	R.A.G.	
DATE	REVISION	CHKD.	DRAWN BY: RAG DATE: 25 JANUARY 2018 SHEET NO: 24041L

**MERESTONE CONSULTANTS, INC.**  
ENGINEERS - PLANNERS - SURVEYORS

5215 WEST WOODMILL DRIVE 33516 CROSSING AVENUE  
WILMINGTON, DE 19808 FIVE POINTS STATION  
PH: 302-992-7900 LEWES, DE 1  
FAX: 302-992-7911 PH: 302-226-5880











## LEASE WITH OPTION TO PURCHASE

Lease agreement made this 23 day of July, 2020, between VILLAS AT BAY CROSSING of Lewes, Delaware ("Landlord") and KEY PROPERTIES GROUP, LLC, of Milford, Delaware ("Tenant").

For the payment of rent as provided herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Landlord and Tenant do now agree as follows:

WHEREAS, Landlord is the sole owner of the property being leased and Tenant, which is Sussex County Tax Map Parcel 334-6.00-70.01P/O, and Tenant and a related company (Country Life Homes, Inc) are the owners of the two adjacent properties lying on the southeasterly side and fronting on Coastal highway, said parcels being Sussex County Tax Map Parcels 334-6.00-74.00 (Key Properties Group, LLC) and Parcel 75.00 (Country Life Homes, Inc.), all of which are zoned C-1 (General Commercial) on the Sussex County Zoning Map; and

WHEREAS, on January 1, 2020, Landlord and Tenant entered into a Purchase and Sale Agreement under which the property herein being leased to Tenant was to be legally removed from the Declaration Plan for the Villas at Bay Crossing Condominium prior to being sold to Tenant and said agreement shall, upon the execution of this lease, be terminated and the deposit money refunded to Tenant; and

WHEREAS, under the Delaware Unit Property Act, which is the governing law applicable to the Villas at Bay Crossing Condominium, property that is dedicated as part of a condominium is owned in common by all of the unit owners and requires the unanimous consent of all of the owners before it can be removed from the condominium plan and sold to a third party; and

WHEREAS, although a substantial majority of the condominium unit owners have consented to the removal and sale of the property to Tenant, unanimous consent was not obtained and the parties hereto have agreed to the property being leased to Tenant until such time and unanimous consent can be obtained and, if said consent is not obtainable, to the long term lease of the property to Tenant, as provided for herein.

### SECTION ONE GRANT OF LEASE

Landlord leases to Tenant and Tenant leases from Landlord all that certain parcel of real estate located on the easterly side of State Route 1, also known as Coastal Highway, said parcel being identified as Sussex County Tax Map Parcel 334-6.00-70.01 P/O and being as depicted on a Survey of Lands to be conveyed to Country Life Homes, Inc., prepared for Landlord by Merestone Consultants, Inc. and attached hereto as EXHIBIT A and hereafter referred to as the "Property".



## SECTION TWO TERM OF LEASE

This lease shall commence on the 1st day of July 2020 (Effective Date) and continue until the property has been purchased by Tenant or, if Landlord cannot, by the exercise of continued due diligence, obtain the required unanimous consents of all property owners in the Villas at Bay Crossing to the removal of the property from the condominium plan and the sale of the property to Tenant, this lease shall terminate on the expiration of the final lease term provided for herein. The initial lease term shall expire on June 30, 2025. If Landlord has not obtained the unit owner consents required to remove the property from the condominium plan for the Villas at Bay Crossing within the initial term of this lease, the lease shall continue thereafter until the property has been legally removed from the condominium and sold to Tenant.

## SECTION THREE RENTAL PAYMENTS

Tenant agrees to pay to Landlord as the rent the sum of \_\_\_\_\_ for the first year of this lease and for each subsequent year during the term of this lease. Payment shall be due on the first day of each July of each year during the lease. Beginning with the rental payment due on July 1, 2020, Tenant shall continue to pay yearly rent in the amount of \_\_\_\_\_, if the purchase of the premises by Tenant has not taken place during the initial 5 year term of this lease. During the year in which the property is legally removed from the condominium plan and sold to Tenant, any rent that is paid for a time period that extends past the date of closing on the sale of the property to Tenant shall be prorated and Tenant shall be given credit for the payment of such rent toward and in reduction of the purchase price.

## SECTION FOUR TENANT'S COVENANTS

Tenant agrees that:

A. The leased premises shall be used by Tenant in the usual course of its businesses located on Tax Parcels 74 and 75.

B. Any charges assessed and due for utility services provided to the leased property during the term of this lease shall be paid by Tenant within 10 days from the date Tenant receives a bill or invoice for the payments.

C. Tenant shall maintain the premises in good condition during the continuance of this agreement and shall neither cause nor allow any abuse of the property or any improvements located thereon.

D. Tenant is and shall be responsible and liable for making any repairs and or replacements that may be required to prevent injury or damage to the leased premises or required in order for Tenant to use the property as intended.

E. Tenant shall not make or cause to be made any changes, alterations or additions, or attach any objects of permanence to portions of the property or do anything that might cause injury or damage to the leased premises, without the consent of Landlord.

F. All personal property placed in or upon the leased premises, shall be at risk of Tenant, or of the party owning such personal property, and Landlord shall in no event be liable for the loss or damage of any such property.

G. Tenant must give Landlord 180 days advance written notice of its intention to vacate the premises prior to the first day of the month in which the lease will be terminated. Tenant understands that a termination may only be effective on the first day of a month. Tenant may not terminate on any day other than the first day of the month. Thus, partial monthly rental payments are not allowed and rent paid on the rent anniversary shall not be prorated. Landlord may waive the restrictions in this paragraph.

H. During the term of the lease Tenant shall pay for and provide proof of coverage to Landlord of a policy of tenants liability insurance that will provide coverage for all business activities that Tenant will conduct upon the leased property.

#### SECTION FIVE RIGHTS AND PRIVILEGES OF LANDLORD

Landlord shall have the following rights in addition to all other rights given by the law of Delaware:

A. The right to enter the leased premises at all reasonable times for the purpose of inspecting the same or showing the same to prospective tenants or purchasers upon a minimum of 24 hours notice to Tenant after the date on which Tenant has given the required 180 days prior written notice of its intent to terminate the lease.

B. Landlord shall not be responsible for any repairs to the leased premises that are required in order for the Tenant to use the property as a part of or in support of its approved business use or uses on Tenants adjoining properties, which shall be the responsibility of Tenant.

C. Landlord, its agents and employees shall not be liable to any person for any damages of any nature which may occur at any time on account of any defect in the leased premises or improvements in or upon the premises, if such defect was unknown at the time of such injury or damage.

D. The failure of Landlord to insist upon the strict performance of the terms, covenants and agreements in this lease shall not be construed as a waiver or relinquishment



of Landlord's right subsequently to enforce any such terms, covenant, or condition, but the same shall continue in full force and effect.

E. Any county real estate taxes separately assessed to the leased premises shall be paid by Tenant.

#### SECTION SIX TENANT'S DEFAULT AND LANDLORD REMEDIES

A. Landlord may give 15 days written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent in the proper amount and on the rent due date.
2. Improper conduct by Tenant or other occupant of the premises.
3. Failure to fully perform any other material term in this lease.

B. If Tenant fails to correct the defaults in Paragraph A within 30 days, Landlord may terminate the Lease by giving Tenant a written 60 day notice stating the date the lease will end. On that date the lease term and Tenant's rights in this lease shall automatically end and Tenant must vacate the premises and return possession to Landlord in the same condition as existed at the beginning of the lease term. Tenant shall continue to be responsible for rent and reasonable expenses incurred by the Landlord in regaining possession of the property if Tenant fails to surrender the premises to Landlord on a timely basis.

#### SECTION SEVEN OPTION TO PURCHASE

Tenant shall have an ongoing option to purchase the leased premises for a purchase price of \_\_\_\_\_ less any unused rents paid under this lease, said amount to be payable by wire transferred "good funds" at closing. The option to purchase shall be exercised by Tenant by giving 30 days notice of Tenants intent to exercise the option, in writing to Landlord after Landlord has obtained the required consents and removed the property from the condominium plan. Landlord may waive the written notice requirement. Closing of the sale of the property from Landlord to Tenant shall take place within 30 days of Tenants from the expiration of Tenant's 30 day notice of intent to purchase.

At closing, real estate taxes applicable to the property shall be prorated between the parties to the date of closing. State and county transfer taxes shall be divided equally between the parties. Seller shall pay for preparation of the deed and transfer tax affidavits and Buyer shall pay the recording fees and Buyers closing and legal fees. Seller shall provide Buyer with 5 copies of the original signed and sealed survey that is attached as EXHIBIT A to

this agreement. Seller shall provide Buyer with a certificate of good standing from the Delaware Secretary of State prior to the date of closing.

Title to the property shall be free and clear of all liens and encumbrances and title to the property shall be insurable at standard title insurance rates without any title exception other than those disclosed to and approved by Buyer prior to closing. Any additional expenses shall be paid by the party incurring those expenses.

A specific condition of closing to be complied with by the Seller is the approval and execution of a cross-easement for storm water management between Seller and Country Life Homes, Inc. for the drainage facilities that are already constructed and in operation between Tax Parcels 70.01 and 75.00 but not formally approved by the parties prior to the date of this agreement. The form and content of the cross-easement must be approved by the Sussex County Engineering Office.

#### SECTION EIGHT COMMISSIONS

Seller shall be solely responsible for the payment of a sales commission of Six Percent (6%) of the purchase price to DSM Commercial and KW Commercial at closing.

#### SECTION NINE ASSIGNMENT OR TRANSFER

Tenant shall not have the right or power to assign or transfer the option or right to purchase the property or any provision of to any party other than Country Life Homes, Inc. or a good faith purchaser of Tenants two adjoining properties, Tax Parcels 74 and 75, without the prior written consent of Landlord.

#### SECTION TEN HEIRS SUCCESSORS AND ASSIGNS

All covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties, but nothing contained in this lease shall be construed so as to allow Tenant to transfer or assign this lease in violation of any term of this lease.

#### SECTION ELEVEN ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties and neither party is bound by any oral representations or agreements of any kind except those contained in this lease.

SECTION TWELVE  
ATTORNEYS FEES AND COSTS

If there is a dispute between the parties that becomes the subject of litigation, said action shall be filed in the State of Delaware and the Court shall order the party who fails to prevail in said litigation to pay the reasonable legal fees, litigation and other reasonable costs incurred in connection with said litigation to the party who is determined by the Court to be the prevailing party to the dispute.

SECTION THIRTEEN  
APPROVED ACTIONS OF THE PARTIES

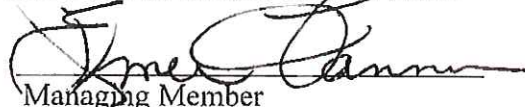
Each party to this agreement represents that this agreement and the execution of this agreement in behalf of the parties, has been properly approved by the required action of the entities who are parties hereto and by signing have acknowledged their intent to be legally bound by all the term and conditions of this agreement.

The parties have executed this agreement, intending to be legally bound by the terms and conditions thereof on the dates indicated below.

VILLAS AT BAY CROSSING

  
Vice President

KEY PROPERTIES GROUP, LLC

  
Managing Member



STATE OF DELAWARE, COUNTY OF SUSSEX: to-wit

**BE IT REMEMBERED**, that on July 23, 2020, personally came before me, the subscriber, William O. Goretsas, Managing Member of Beach Plum Dunes, LLC, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of the limited liability company.

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

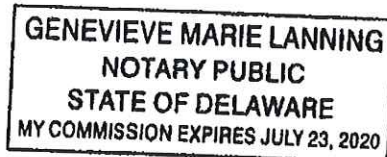
Genevieve Marie Lanning  
Notary Public  
Printed Name: Genevieve Marie Lanning  
My Commission Expires: July 23, 2020

STATE OF DELAWARE, COUNTY OF SUSSEX: to-wit

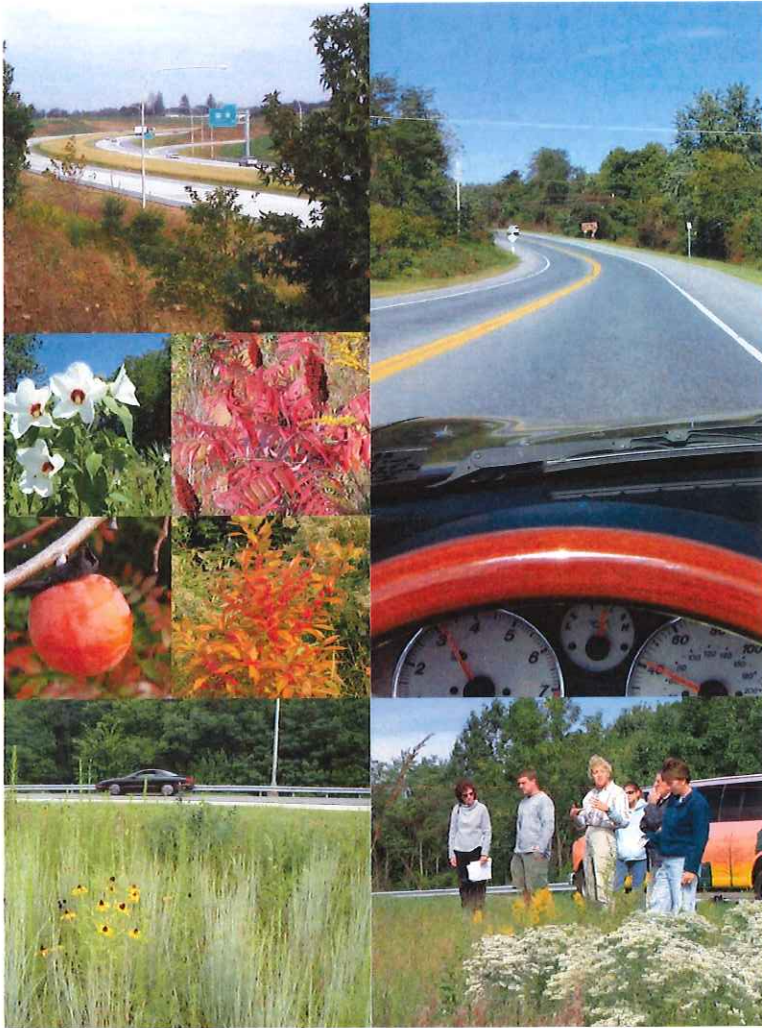
**BE IT REMEMBERED**, that on July 23, 2020, personally came before me, the subscriber, Elmer G. Fannin, Managing Member of Key Properties Group, LLC, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of the limited liability company. .

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

Genevieve Marie Lanning  
Notary Public  
Printed Name: Genevieve Marie Lanning  
My Commission Expires: July 23, 2020







Enhancing Delaware Highways Roadside Vegetation Concept and Planning Manual



Delaware Department of Transportation

Roadside Vegetation Concept and Planning Manual

**Enhancing Delaware Highways**





**Delaware Department of Transportation**

Roadside Vegetation Concept and Planning Manual

## **Enhancing Delaware Highways**

Written, edited and prepared by:

Susan Barton, University of Delaware  
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Produced under contract with the  
Delaware Department of Transportation,  
Nathan Hayward III, Secretary

April 2005



### 3. Cultural and Historical Characteristics (CHC) Matrix

Use the following chart to determine cultural and historical characteristic values.

Characteristic	Assigned Value			Yes	No
	High	Medium	Low		
Traffic exposure	2	1	0		
Gateway component				4	0
Tourism value	2	1	0		
Intersection component				3	0
Visibility				1	0
Community involvement	2	1	0		
Size	0	2	4		
Existing DE nat. veg. adjacent to site	0	1	2		
Existing DE native vegetation on site	0	1	2		
Historic value				2	0
Available budget	4	2	0		

Fill in appropriate numbers for each site using the blank matrix below. Carry the number assigned for each row to the value column and total the values to arrive at a matrix score for the site.

Characteristic	Assigned Value			Yes	No	Value
	High	Medium	Low			
Traffic exposure						
Gateway component						
Tourism value						
Intersection component						
Visibility						
Community involvement						
Size						
Existing DE nat. veg. adjacent to site						
Existing DE native vegetation on site						
Historic value						
Available budget						
						<b>Total</b>
						<b>CHC Matrix Score</b>

#### Trees

Common Name	Scientific Name
Allegheny serviceberry	<i>Amelanchier laevis</i>
American holly	<i>Ilex opaca</i>
American beech	<i>Fagus grandifolia</i>
American linden	<i>Tilia americana</i>
Sycamore	<i>Platanus occidentalis</i>
Apple serviceberry	<i>Amelanchier x grandiflora</i>
Bald cypress	<i>Taxodium distichum</i>
Black tupelo	<i>Nyssa sylvatica</i>
Bur oak	<i>Quercus macrocarpa</i>
Carolina silverbell	<i>Halesia tetraptera</i>
Chestnut oak	<i>Quercus prinus</i>
Common pawpaw	<i>Asimina triloba</i>
Common sassafras	<i>Sassafras albidum</i>
Cucumber magnolia	<i>Magnolia acuminata</i>
Donald Wyman crabapple	<i>Malus 'Donald Wyman'</i>
Downy serviceberry	<i>Amelanchier arborea</i>
Eastern flowering dogwood	<i>Cornus florida</i>
Eastern red cedar	<i>Juniperus virginiana</i>
Eastern redbud	<i>Cercis canadensis</i>
Emerald sentinell cedar	<i>Juniperus virginiana 'Emerald Sentinell'</i>
Flowering cherry	<i>Prunus x yedoensis</i>
Galaxy magnolia	<i>Magnolia 'Galaxy'</i>
Giant arborvitae	<i>Thuja plicata 'Green Giant'</i>
Green ash	<i>Fraxinus pennsylvanica</i>
Green hawthorn	<i>Crataegus viridis 'Winter King'</i>
Hackberry	<i>Celtis occidentalis</i>
Hophornbeam	<i>Ostrya virginiana</i>
Ironwood	<i>Carpinus caroliniana</i>
Japanese tree lilac	<i>Syringa reticulata</i>
Kentucky coffeetree	<i>Gymnocladus dioica</i>
Loblolly pine	<i>Pinus taeda</i>
London plane	<i>Platanus x acerifolia</i>
Maidenhair tree	<i>Ginkgo biloba</i>
Merrill magnolia	<i>Magnolia 'Merrill'</i>
Pagoda dogwood	<i>Cornus alternifolia</i>
Persimmon	<i>Diospyros virginiana</i>



## Trees

Common Name	Scientific Name
Red maple	<i>Acer rubrum</i>
Red oak	<i>Quercus rubra</i>
River birch	<i>Betula nigra</i>
Scarlet oak	<i>Quercus coccinea</i>
Serviceberry	<i>Amelanchier canadensis</i>
Shingle oak	<i>Quercus imbricaria</i>
Shumard oak	<i>Quercus shumardii</i>
Sourwood	<i>Oxydendrum arboreum</i>
Southern magnolia	<i>Magnolia grandiflora</i>
Star magnolia	<i>Magnolia stellata</i>
Sugar maple	<i>Acer saccharum</i>
Swamp chestnut oak	<i>Quercus michauxii</i>
Swamp white oak	<i>Quercus bicolor</i>
Sweetbay magnolia	<i>Magnolia virginiana</i>
Sweetgum	<i>Liquidambar styraciflua</i>
Tulip tree	<i>Liriodendron tulipifera</i>
Two-winged silverbell	<i>Halesia diptera</i> var. <i>magniflora</i>
Virginia pine	<i>Pinus virginiana</i>
White ash	<i>Fraxinus americana</i>
White fringetree	<i>Chionanthus virginicus</i>
White oak	<i>Quercus alba</i>
White pine	<i>Pinus strobus</i>
Willow oak	<i>Quercus phellos</i>
Yellow bird magnolia	<i>Magnolia</i> 'Yellow Bird'
Yellowwood	<i>Cladrastis kentukea</i>
Yoshino cryptomeria	<i>Cryptomeria japonica</i> 'Yoshino'

## Shrubs

Common Name	Scientific Name
American bladdernut	<i>Staphylea trifolia</i>
Arrowwood viburnum	<i>Viburnum dentatum</i>
Beach plum	<i>Prunus maritima</i>
Black chokeberry	<i>Aronia melanocarpa</i>
Blackhaw viburnum	<i>Viburnum prunifolium</i>
Blue holly	<i>Ilex x meserveae</i>
Border forsythia	<i>Forsythia x intermedia</i>
Bracted viburnum	<i>Viburnum bracteatum</i>
Bumald spirea	<i>Spiraea x bumalda</i>
Buttonbush	<i>Cephalanthus occidentalis</i>
Chokeberry	<i>Aronia arbutifolia</i>
Coast azalea	<i>Rhododendron atlanticum</i>
Common witchhazel	<i>Hamamelis virginiana</i>
Cranberrybush viburnum	<i>Viburnum trilobum</i>
Dwarf fothergilla	<i>Fothergilla gardenii</i>
False indigo-bush	<i>Amorpha fruticosa</i>
Fragrant sumac	<i>Rhus aromatica</i>
Glossy abelia	<i>Abelia x grandiflora</i>
Gray dogwood	<i>Cornus racemosa</i>
Gro-low fragrant sumac	<i>Rhus aromatica</i> 'Gro-low'
Groundselbush	<i>Baccharis halimifolia</i>
Highbush blueberry	<i>Vaccinium corymbosum</i>
Hoary azalea	<i>Rhododendron canescens</i>
Inkberry	<i>Ilex glabra</i>
Japanese spirea	<i>Spiraea japonica</i> 'Nana'
Judd viburnum	<i>Viburnum x juddii</i>
Koreanspice viburnum	<i>Viburnum carlesii</i>
Large fothergilla	<i>Fothergilla major</i>
Lowbush blueberry	<i>Vaccinium angustifolium</i>
Manchurian lilac	<i>Syringa patula</i> 'Miss Kim'
Mapleleaf viburnum	<i>Viburnum acerifolium</i>
Marsh elder	<i>Iva frutescens</i>
Meyer lilac	<i>Syringa meyeri</i>
Mountain fetterbush	<i>Leucothoe axillaris</i>
Nannyberry viburnum	<i>Viburnum lentago</i>
Northern bayberry	<i>Myrica pensylvanica</i>

## Shrubs

Common Name	Scientific Name
Oakleaf hydrangea	<i>Hydrangea quercifolia</i>
Pinxterbloom azalea	<i>Rhododendron periclymenoides</i>
Possum-haw viburnum	<i>Viburnum nudum</i>
Redosier dogwood	<i>Cornus sericea</i> (C. <i>stolonifera</i> )
Shore juniper	<i>Juniperus conferta</i>
Shrubby St. Johnswort	<i>Hypericum prolificum</i>
Silky dogwood	<i>Cornus amomum</i>
Smooth alder	<i>Alnus serrulata</i>
Smooth sumac	<i>Rhus glabra</i>
Snowmound spirea	<i>Spiraea nipponica</i> 'Snowmound'
Spicebush	<i>Lindera benzoin</i>
Staghorn sumac	<i>Rhus typhina</i>
Swamp azalea	<i>Rhododendron viscosum</i>
Swamp-haw viburnum	<i>Viburnum nudum</i>
Sweet pepperbush	<i>Clethra alnifolia</i>
Sweetbells leucothoe	<i>Leucothoe racemosa</i>
Sweetshrub	<i>Calycanthus floridus</i>
Trumpet vine	<i>Campsis radicans</i>
Virginia creeper	<i>Parthenocissus quinquefolia</i>
Virginia sweetspire	<i>Itea virginica</i>
Winged sumac	<i>Rhus copallina</i>
Winterberry	<i>Ilex verticillata</i>
Witherod viburnum	<i>Viburnum cassinoides</i>

## Herbaceous Plants

Common Name	Scientific Name
Aromatic aster	<i>Aster oblongifolius</i> 'October Skies'
Aromatic aster	<i>Aster oblongifolius</i> 'Raydon's Favorite'
Basil bee-balm	<i>Monarda clinopodia</i>
Black bugbane	<i>Cimicifuga racemosa</i>
Black-eyed Susan	<i>Rudbeckia hirta</i>
Blazing star	<i>Liatris spicata</i>
Blue ice blue star	<i>Amsonia</i> 'Blue Ice'
Blue phlox	<i>Phlox divaricata</i>
Blue vervain	<i>Verbena hastata</i>
Bluestem goldenrod	<i>Solidago caesia</i>
Bowman's root	<i>Porteranthus trifoliatum</i>
Bristly aster	<i>Aster puniceus</i>
Broadleaf cattail	<i>Typha latifolia</i>
Broadleaf ironweed	<i>Vernonia glauca</i>
Brown-eyed Susan	<i>Rudbeckia triloba</i>
Butterfly milkweed	<i>Asclepias tuberosa</i>
Cardinal flower	<i>Lobelia cardinalis</i>
Common boneset	<i>Eupatorium perfoliatum</i>
Common milkweed	<i>Asclepias syriaca</i>
Creeping phlox	<i>Phlox stolonifera</i>
Culver's root	<i>Veronicastrum virginicum</i>
Cutleaf coneflower	<i>Rudbeckia laciniata</i>
Downy blue star	<i>Amsonia ciliata</i>
Downy goldenrod	<i>Solidago puberula</i>
Downy phlox	<i>Phlox pilosus</i>
Early goldenrod	<i>Solidago juncea</i>
Eastern silvery aster	<i>Aster concolor</i>
False blue indigo	<i>Baptisia australis</i>
Four-angled sundrop	<i>Oenothera tetragona</i>
Fragrant cudweed	<i>Gnaphalium obtusifolium</i>
Garden phlox	<i>Phlox paniculata</i>
Goat's beard	<i>Aruncus dioicus</i>
Goat's rue	<i>Tephrosia virginiana</i>
Goblet aster	<i>Aster lateriflorus</i>
Golden ragwort	<i>Senecio aureus</i>
Goldenrod	<i>Solidago rugosa</i> 'Fireworks'

## Herbaceous Plants

Common Name	Scientific Name
Grassleaf gayfeather	<i>Liatris graminifolia</i>
Grassleaf goldenrod	<i>Euthamia graminifolia</i>
Gray-stem goldenrod	<i>Solidago nemoralis</i>
Great blue lobelia	<i>Lobelia siphilitica</i>
Hardy ageratum	<i>Eupatorium coelestinum</i>
Heart-leaf aster	<i>Aster cordifolius</i>
Hollow Joe-pye weed	<i>Eupatorium fistulosum</i>
Hyssop-leaved thoroughwort	<i>Eupatorium hyssopifolium</i>
Joe-pye thoroughwort	<i>Eupatorium dubium</i>
Lanceleaf coreopsis	<i>Coreopsis lanceolata</i>
Late purple aster	<i>Aster patens</i>
Late-flowering thoroughwort	<i>Eupatorium serotinum</i>
Lizard's tail	<i>Saururus cernuus</i>
Maryland golden aster	<i>Chrysopsis mariana</i>
Maryland senna	<i>Senna marilandica</i>
Narrow-leaf cattail	<i>Typha angustifolia</i>
New England aster	<i>Aster nova-angliae</i>
New York aster	<i>Aster novi-belgii</i>
New York ironweed	<i>Vernonia noveboracensis</i>
Orange coneflower	<i>Rudbeckia fulgida</i>
Oswego-tea bee-balm	<i>Monarda didyma</i>
Ox-eye	<i>Heliopsis helianthoides</i>
Pale coneflower	<i>Echinacea pallida</i>
Phlox	<i>Phlox carolina</i>
Purple cone flower	<i>Echinacea purpurea</i>
Purple lupine	<i>Lupinus perennis</i>
Rough-leaf goldenrod	<i>Solidago rugosa</i>
Roundleaf thoroughwort	<i>Eupatorium rotundifolium</i>
Seaside goldenrod	<i>Solidago sempervirens</i>
Showy aster	<i>Aster spectabilis</i>
Showy evening primrose	<i>Oenothera speciosa</i>
Shrubby sundrops	<i>Oenothera fruticosa</i>
Small dog-fennel thoroughwort	<i>Eupatorium capillifolium</i>
Smooth blue aster	<i>Aster laevis</i>
Smooth heath aster	<i>Aster pilosus</i>
Stiff aster	<i>Aster linariifolius</i>

## Herbaceous Plants

Common Name	Scientific Name
Stonecrop	<i>Sedum x 'Autumn Joy'</i>
Stonecrop	<i>Sedum x 'Matrona'</i>
Swamp milkweed	<i>Asclepias incarnata</i>
Swamp rosemallow	<i>Hibiscus moscheutos</i>
Swamp sunflower	<i>Helianthus angustifolius</i>
Sweet Joe-pye weed	<i>Eupatorium purpureum</i>
Tall white beard-tongue	<i>Penstemon digitalis</i>
Thin-leaved sunflower	<i>Helianthus decapetalus</i>
Threadleaf blue star	<i>Amsonia hubrichtii</i>
Tiny headed goldenrod	<i>Euthamia tenuifolia</i>
Virginia bluebells	<i>Mertensia virginica</i>
Virginia mountain-mint	<i>Pycnanthemum virginianum</i>
Virginia spiderwort	<i>Tradescantia virginiana</i>
White heath aster	<i>Aster ericoides</i>
White thoroughwort	<i>Eupatorium album</i>
White wood aster	<i>Aster divaricatus</i>
Whorled milkweed	<i>Asclepias verticillata</i>
Wild bergamot	<i>Monarda fistulosa</i>
Wild senna	<i>Senna hebecarpa</i>
Willow leaf Blue Star	<i>Amsonia tabernaemontana</i>
Woodland sunflower	<i>Helianthus divaricatus</i>



#### Herbaceous Plants—Grasses, Sedges, and Rushes

Common Name	Scientific Name
Beardgrass	<i>Andropogon gyrans</i>
Bent-awn plume grass	<i>Saccharum brevibarbe</i>
Big bluestem	<i>Andropogon gerardii</i>
Blue moor grass	<i>Sesleria caerulea</i>
Blue wood sedge	<i>Carex flaccosperma</i>
Blunt mannagrass	<i>Glyceria obtusa</i>
Bottle-brush grass	<i>Hystrix patula</i>
Broomsedge	<i>Andropogon virginicus</i>
Bunched plume grass	<i>Saccharum coarctatum</i>
Bushy beardgrass	<i>Andropogon glomeratus</i>
Canada wild rye	<i>Elymus canadensis</i>
Woolgrass	<i>Scirpus cyperinus</i>
Crinkled hairgrass	<i>Deschampsia flexuosa</i>
Fresh water cordgrass	<i>Spartina pectinata</i>
Giant plume grass	<i>Saccharum giganteum</i>
Wild oat	<i>Chasmanthium latifolium</i>
Indiangrass	<i>Sorghastrum nutans</i>
Indiangrass	<i>Sorghastrum nutans</i> 'Sioux Blue'
Keeled little bluestem	<i>Schizachyrium littorale</i>
Little bluestem	<i>Schizachyrium scoparium</i>
Little bluestem	<i>Schizachyrium scoparium</i> 'The Blues'
Purple muhly grass	<i>Muhlenbergia capillaris</i>
Coastal switchgrass	<i>Panicum amarum</i>
Pennsylvania sedge	<i>Carex pensylvanica</i>
Perennial ryegrass	<i>Lolium perenne</i>
Prairie dropseed	<i>Sporobolus heterolepis</i>
Purple love-grass	<i>Eragrostis spectabilis</i>
Red fescue	<i>Festuca rubra</i>
Red switchgrass	<i>Panicum virgatum</i> 'Haense Herms'
Riverbank brome	<i>Bromus latiglumis</i>
Sheep fescue	<i>Festuca ovina</i>
Silver bluestem	<i>Andropogon ternarius</i>
Smooth rush	<i>Juncus effusus</i>
Smooth saltmarsh cordgrass	<i>Spartina alterniflora</i>
Coastal switchgrass	<i>Panicum amarum</i> 'Dewey Blue'
Switchgrass	<i>Panicum virgatum</i>

#### Herbaceous Plants—Grasses, Sedges, and Rushes

Common Name	Scientific Name
Switchgrass	<i>Panicum virgatum</i> 'Cloud Nine'
Switchgrass	<i>Panicum virgatum</i> 'Dallas Blues'
Switchgrass	<i>Panicum virgatum</i> 'Northwind'
Switchgrass	<i>Panicum virgatum</i> 'Rehbraun'
Switchgrass	<i>Panicum virgatum</i> 'Shenandoah'
Switchgrass	<i>Panicum virgatum</i> 'Squaw'
Purple-top	<i>Tridens flavus</i>
Tussock sedge	<i>Carex stricta</i>

#### Herbaceous Plants—Ferns

Common Name	Scientific Name
Christmas fern	<i>Polystichum acrostichoides</i>
Cinnamon fern	<i>Osmunda cinnamomea</i>
Eastern hay-scented fern	<i>Dennstaedtia punctilobula</i>
Evergreen wood fern	<i>Dryopteris intermedia</i>
Goldie's wood fern	<i>Dryopteris goldiana</i>
Interrupted fern	<i>Osmunda claytoniana</i>
Lady fern	<i>Athyrium filix-femina</i>
Marginal Wood fern	<i>Dryopteris marginalis</i>
Marsh fern	<i>Thelypteris palustris</i>
New York fern	<i>Thelypteris noveboracensis</i>
Royal fern	<i>Osmunda regalis</i>

## Appendix C: Illustrated Plant Palette: Selected Examples



1



2



3



4



5



6

1 *Acer rubrum* (red maple) flowers

2 *Acer rubrum*  
(red maple) fall color

3 *Amelanchier x grandiflora*  
(serviceberry) backed  
by *Juniperus virginiana*  
(eastern red cedar)

4 *Amsonia hubrichtii* (threadleaf  
bluestar) in front of *Amsonia*  
*tabernaemontana* (common  
bluestar) blooming in spring with  
*Panicum virgatum* (switchgrass)  
emerging alongside

5 *Amsonia hubrichtii*  
(threadleaf bluestar), *Amsonia*  
*tabernaemontana* (common  
bluestar), *Cornus sericea*  
(redosier dogwood), *Panicum*  
*virgatum* (switchgrass), and  
*Cercis canadensis* (Eastern  
redbud) planted on highway  
median berm

6 *Amsonia hubrichtii* (threadleaf  
bluestar) turning yellow and  
*Amsonia tabernaemontana*  
(common bluestar) in its tan  
winter color

7 *Andropogon glomeratus* (bushy  
beard grass) backed by a woods  
edge containing *Clethra alnifolia*  
(sweet pepperbush), *Magnolia*  
*virginiana* (sweetbay magnolia),  
and *Quercus phellos* (willow oak)

8 *Andropogon glomeratus*  
(bushy beard grass) close up

9 *Andropogon ternarius* (silver  
bluestem)

10 *Aronia arbutifolia*  
(red chokeberry) spring flower  
with *Cercis canadensis* (redbud)

11 *Aronia arbutifolia*  
(red chokeberry) fall color

12 *Asclepias incarnata*  
(swamp milkweed) flowers

13 *Asclepias tuberosa*  
(butterfly milkweed) seeded  
with naturally occurring  
*Asclepias syriaca*  
(common milkweed)

14 *Aster laevis* 'Bluebird'  
(smooth aster) blooming



7



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21



22

15 *Aster novae-angliae* (New England aster) and *Solidago rugosa* (rough-stemmed goldenrod) naturally occurring in open field

16 *Aster novae-angliae* (New England aster), *Solidago rugosa* (rough-stemmed goldenrod) and *Eupatorium hyssopifolium* (hyssop-leaved thoroughwort) seeded in a wet swale

17 *Aster novae-angliae* (New England aster) and *Panicum virgatum* (switchgrass)

18 *Aster oblongifolius* "October Skies" (aromatic aster) with *Amsonia hubrichtii* (threadleaf blue star)

19 *Baccharis halimifolia* (groundsel bush) in a mass of *Panicum virgatum* (switchgrass) backed by *Juniperus virginiana* (eastern red cedar)

20 *Baccharis halimifolia* (groundsel bush) flowers

21 *Cephalanthus occidentalis* (button bush) flower

22 *Cercis canadensis* (redbud) flowering

23 *Chionanthus virginicus* (fringetree) flowering

24 *Clethra alnifolia* (sweet pepper-bush) in fall color planted with *Betula nigra* (river birch) in wet swale

25 *Clethra alnifolia* (sweet pepper-bush) in flower naturally occurring with *Nyssa sylvatica* (black gum) along a moist wood edge

26 *Clethra alnifolia* (sweet pepperbush) flowers

27 *Cornus sericea baileyi* (red twig dogwood) winter color

28 *Diospyros virginiana* (persimmon) and *Myrica pensylvanicum* (northern bayberry) naturally occurring in a sandy roadside

29 *Diospyros virginiana* (persimmon) fruit

30 *Eupatorium capillifolium* (dog fennel) naturally occurring in a sandy roadside



23



24



25



26



27



28



29



30





31



32

31 *Eupatorium dubium* (hollow joe-pye weed) and *Typha latifolia* (broadleaf cattail) naturally occurring on the slope of a roadside ditch.



33



34

32 *Eupatorium hyssopifolium* (hyssop-leaved thoroughwort) flowers

33 *Eupatorium hyssopifolium* (hyssop-leaved thoroughwort) and *Schizachyrium scoparium* (little bluestem) planted from plugs in a seeded highway infield

34 *Eupatorium serotinum* (late-flowering thoroughwort) and *Solidago canadensis* (Canada goldenrod) naturally occurring



35



36

35 *Euthamia graminifolia* (grass-leaf goldenrod), *Baccharis halimifolia* (groundselbush) naturally occurring in a sandy ditch

36 *Hamamelis virginiana* (witchhazel) flowers

37 *Hibiscus moscheutos* (marsh mallow) flowers

38 *Ilex verticillata* (winterberry holly) and *Juniperus virginiana* (eastern red cedar) planted on dry highway median slope



37



38

39 *Juncus effusus* (common rush) at pond edge

40 *Liquidambar styraciflua* (sweet gum) fall color

41 *Lobelia cardinalis* (cardinal flower) with *Hibiscus moscheutos*, (marsh mallow) seeded in a wet roadside

42 *Magnolia* 'Butterflies' (butterflies magnolia) flowers

43 *Magnolia virginiana* (sweetbay magnolia), *Rhus copallina* (winged sumac) and *Baccharis halimifolia* (groundselbush) naturally occurring in a sandy roadside

44 *Magnolia virginiana* (sweetbay magnolia) flowers

45 *Malus* 'Donald Wyman' (Donald Wyman crabapple) in fruit

46 *Malus* 'Donald Wyman' (Donald Wyman crabapple) flower and fruit closeup



39



40



41



42



43



44



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48

47 *Myrica pensylvanica* (northern bayberry), *Baccharis halimifolia* (groundselbush), and *Rhus copallina* (winged sumac) naturally occurring on a sandy roadside dune



49



50

48 *Myrica pensylvanica*, (northern bayberry) and *Euthamia tenuifolia* (tiny-headed goldenrod) naturally occurring in a sandy roadside

49 *Narcissus* sp. (daffodil) blooming

50 *Nyssa sylvatica* (black gum) fall color

51 *Panicum amarum* (Coastal switchgrass) on sandy dune

52 *Panicum amarum* 'Dewey Blue' with *Aster oblongifolius* 'October Skies' (October Skies aster)



51



52

53 *Panicum virgatum* 'Cloud Nine' (Cloud Nine switchgrass) and *Aster oblongifolius* 'Raydon's Favorite' (Raydon's Favorite aster) flowering

54 *Panicum virgatum* 'Dallas Blues' (Dallas Blues switchgrass) flowering



53



54

55 *Panicum virgatum* 'Northwind' (Northwind switchgrass) in early June edged with *Amsonia* 'Blue Ice' (Blue Ice blue star)

56 *Panicum virgatum* 'Northwind' (Northwind switchgrass) flowering with upright form

57 *Rhexia mariana* (Maryland meadow beauty) flowers

58 *Rhododendron atlanticum* (coast azalea) flowering

59 *Rhododendron atlanticum* (coast azalea) flower close up

60 *Rhododendron periclymenoides* (pinxterbloom azalea) flowering

61 *Rhus copallina* (winged sumac) fall color

62 *Rhus glabra* (smooth sumac) fruit and fall color



55



56



57



58



59



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61



62





63



64

63 *Rhus glabra* (smooth sumac) and *Eupatorium hyssopifolium* (hyssop-leaved thoroughwort) on a dry roadside



65



66

64 *Rhus typhina* (staghorn sumac) fall color

65 *Rhus typhina* (staghorn sumac) fruit

66 *Rudbeckia hirta*, (black-eyed susan) seeded with *Schizachyrium scoparium* (little bluestem) on a dry infield slope

67 *Rudbeckia hirta* (black-eyed susan) and *Silphium laciniatum* (compass plant) in dry infield

68 *Sambucus canadensis* (elderberry) flowering

69 *Sassafras albidum* (common sassafras)

70 *Schoenoplectus tabernaemontani* (great bulrush) in wet swale



67



68



69



70

71 *Schoenoplectus tabernaemontani* (great bulrush) flowers close up

72 *Scirpus cyperinus* (woolgrass) and *Liquidambar styraciflua* (sweetgum) naturally occurring in wet roadside swale.

73 *Scirpus cyperinus* (woolgrass) and *Solidago rugosa* (rough leaf goldenrod) in masses with *Liquidambar styraciflua* (sweetgum) and *Baccharis halimifolia* (groundsel bush)

74 *Schizachyrium scoparium* (little bluestem) winter color

75 *Senna hebecarpa* (northern wild senna) flowering

76 *Solidago* 'Fireworks' (Fireworks goldenrod) with *Aster oblongifolius* 'October Skies' (October Skies aster) and *Panicum virgatum* 'Northwind' (Northwind switchgrass)

77 *Solidago* 'Fireworks' (Fireworks goldenrod) with *Aster laevis* 'Bluebird' (Bluebird aster) flowers

78 *Solidago rugosa*, (rough leaf goldenrod) and *Eupatorium hyssopifolium* (hyssop-leaved thoroughwort) naturally occurring on dry roadside



71



72



73



74



75



76



77



78





79



80

79 *Solidago sempervirens*  
(seaside goldenrod) and  
*Panicum amarum* (panic  
beachgrass) naturally  
occurring in sandy median



81



82

80 *Solidago sempervirens*  
(seaside goldenrod) flowers

81 *Sorghastrum nutans*  
(indiangrass) and *Rudbeckia*  
*hirta* (black-eyed susan)  
seeded on a dry infield slope

82 *Sorghastrum nutans*  
(indiangrass) flowering

83 *Typha latifolia* (broad-leaved  
cattail) in a wet swale with  
seeded *Rudbeckia hirta*  
(black-eyed susan)



83



84

84 *Typha angustifolia*  
(narrow-leaved cattail) in seed

85 *Verbena hastata*  
(blue vervain) seeded with  
*Hibiscus moscheutos* (marsh  
mallow) planted in a routinely  
wet roadside



85



86

86 *Vernonia noveboracensis*  
(New York ironweed) flowering

87 *Viburnum dentatum*  
(arrowwood viburnum)  
variations in fall color

88 *Viburnum nudum* "Winterthur"  
(Winterthur swamphaw  
viburnum) fall color and fruit



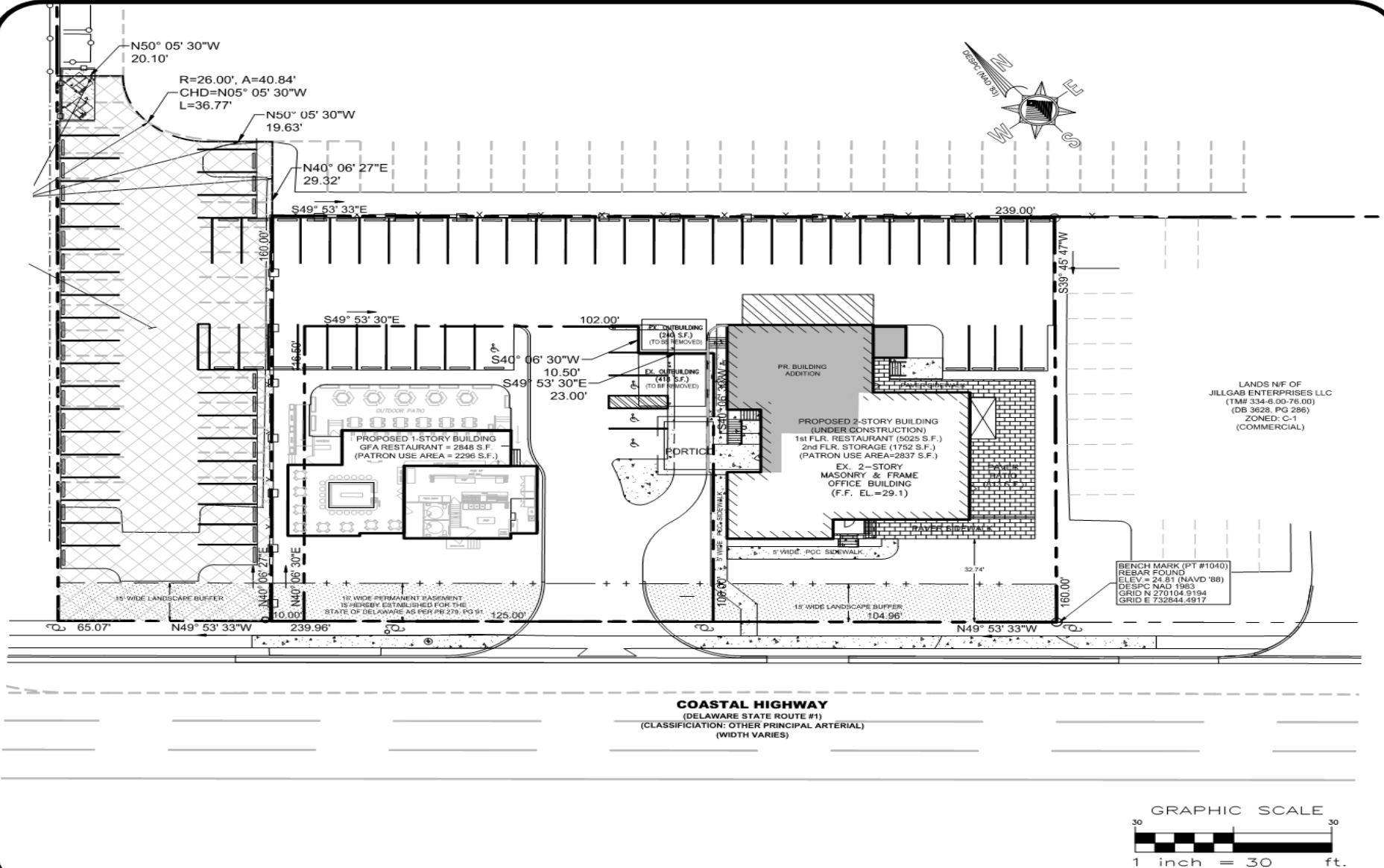
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88

# KEY PROPERTIES GROUP, LLC

CASE # 12557

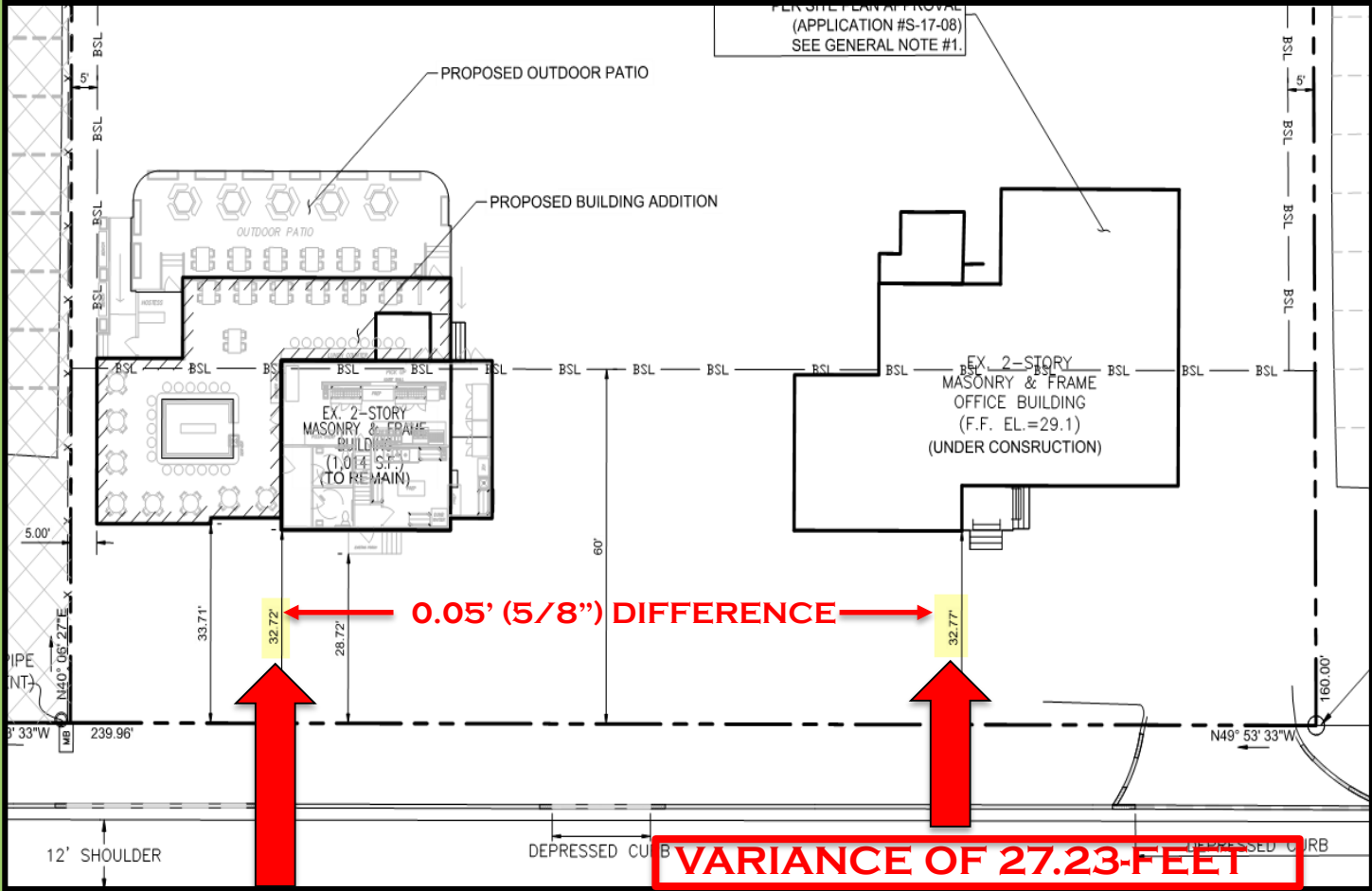
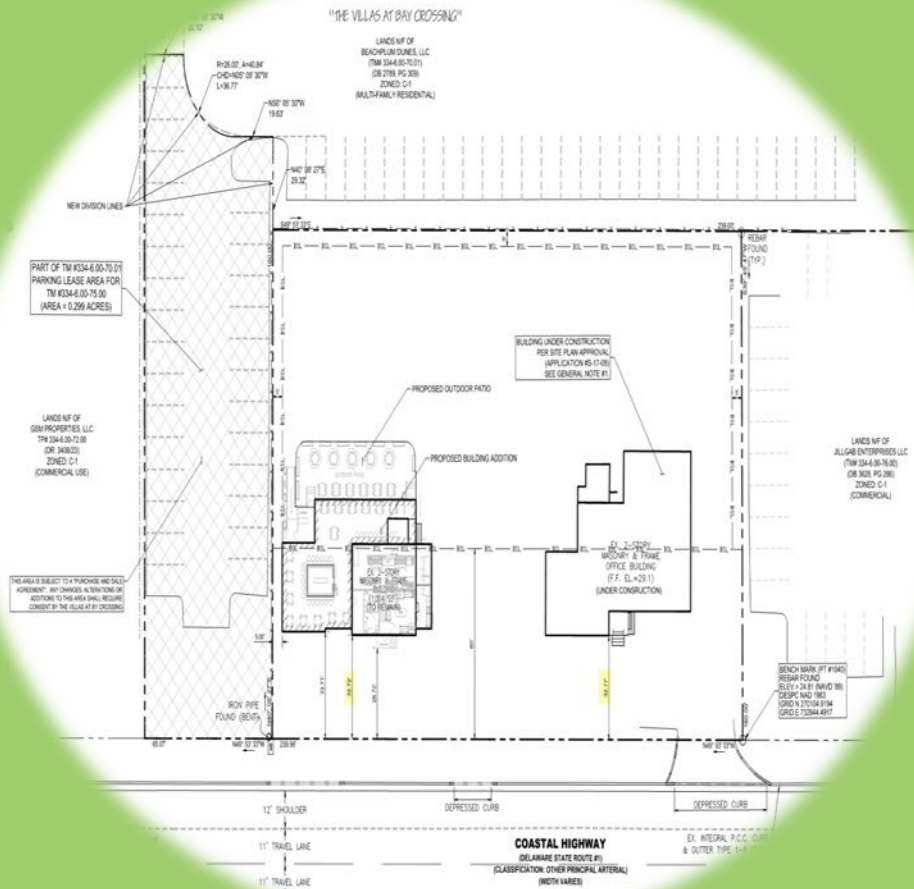








A VARIANCE FROM SECTION 115-82.B. DEPTH OF FRONT YARD.  
REQUEST A REDUCTION OF 27.28 FEET FROM THE REQUIRED 60-FOOT  
FRONT YARD SETBACK TO 32.72 FEET WHICH IS THE SETBACKS OF  
THE EXISTING BUILDINGS ON THE PROPERTIES.



VARIANCE OF 27.28-FEET



PLAT TO ACCOMPANY VARIANCE APPLICATION





115-194.1 (6) Landscape requirements.

(a) A landscape plan for the buffer and the site shall be submitted and approved with each site plan. Buffers shall retain existing native vegetated areas to the maximum extent possible. In areas where vegetation does not exist, additional landscaping shall be provided utilizing earth mounds and/or plant material. Landscape plantings should be indigenous to local areas and should provide a soft visual buffer between the roadway, the proposed development and contiguous land uses.

(b)

For each 100 linear feet of buffer yard required, the number of plantings required shall be not less than 22. The plantings shall include, on average, a canopy forest of at least 12 deciduous or evergreen/conifer trees and 10 shrubs. The buffer yard shall be seeded with grass or planted with ivy unless natural ground cover is established. In areas where a ten-foot paved path is provided, the landscaping requirement can be reduced by 50%.



**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 # 12563  
Hearing Date 6/7  
2021 04860

Type of Application: (please check all applicable)

Variance

Special Use Exception  
Administrative Variance  
Appeal

Existing Condition

Proposed

Code Reference (office use only)

115-34 115-182  
115-185

Site Address of Variance/Special Use Exception:

739 Hickman Drive, Ocean View, DE 19970

Variance/Special Use Exception/Appeal Requested:

left rear fence along clubhouse Rd.

Tax Map #: 134-12.00-1030.00

Property Zoning:

MR

**Applicant Information**

Applicant Name: Zachary Hess

Applicant Address: 739 Hickman Dr.

City Ocean View State DE

Zip: 19970

Applicant Phone #: 570 394 2098

Applicant e-mail: awshliehess10@gmail.com

**Owner Information**

Owner Name: same as above

Owner Address:

City

State

Zip:

Purchase Date:

Feb 12th,  
2021

Owner Phone #:

Owner e-mail:

**Agent/Attorney Information**

Agent/Attorney Name:

Agent/Attorney Address:

City

State

Zip:

Agent/Attorney Phone #:

Agent/Attorney e-mail:

**Signature of Owner/Agent/Attorney**

[Signature]

Date:

3/30/21





**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.

- lot is a through lot, considered to have 2 "front" yards although our rear yard backs to a very high traffic road & our front yard faces

2. Cannot otherwise be developed: our quiet development.

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.

Because it is a through lot & 2 "front" yards & we are currently only permitted a rear fence of 3.5 ft, that puts our 3 toddlers & 3 dogs in very high risk accident in our yard without a 6 ft. fence. Clubhouse Rd. is high traffic with many speeders & many residents using the road.

3. Not created by the applicant:

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

- our lot is a through lot, technically considered to have 2 front yards.  
- the road in our rear yard (clubhouse rd) is extremely busy with consistent speeding & dog deaths we witness

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.

- There are multiple homes in the development that have 6 ft rear fences & the HOA permits this as well. We have significantly improved our yard by removing over 30 overgrown obstructive trees to improve driver sightlines on clubhouse rd. we

5. Minimum variance: want to simply extend fencing along the fence line

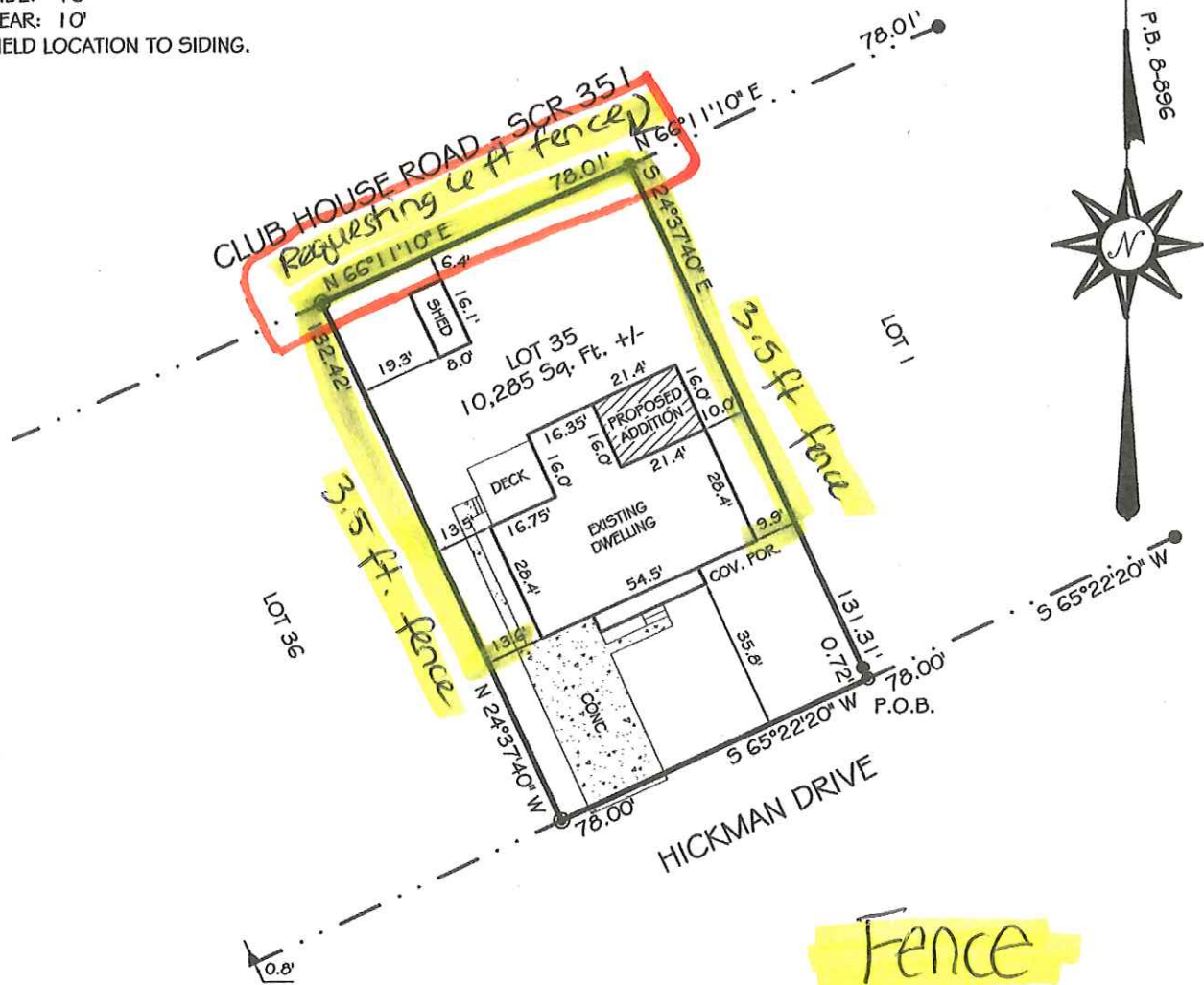
That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue. from our neighbors.

- given our neighbors already have a 6 ft fence we wish to extend along our property line, we have removed overgrown trees, and are not on a corner lot, a 6 ft fence will provide our family of 3 young children & 3 dogs immense safety in our yard from busy clubhouse Rd while also having no impact on driver sightlines/visibility.



RESTRICTIONS PER D.B. 790-276 & P.B. 8-896  
 FRONT: 30'  
 SIDE: 10'  
 REAR: 10'  
 FIELD LOCATION TO SIDING.

T.M. #134-12.00-1030.00



- REBAR (FD)
- ▶ PIPE (FD)
- ◎ PIPE (SET)

DEED REF: 3785-89

SEE PLOT BOOK & PAGE 896 FOR EASEMENT RESERVATIONS. THIS SURVEY AND PLAT DOES NOT VERIFY THE EXISTENCE OR NON-EXISTENCE OF RIGHTS-OF-WAY OR EASEMENTS CROSSING THIS PROPERTY OTHER THAN THOSE SHOWN. NO TITLE SEARCH PROVIDED OR STIPULATED.

I, STEPHEN M. SELLERS, REGISTERED AS A PROFESSIONAL LAND SURVEYOR 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.

STEPHEN M. SELLERS  
 7/6/2020  
 DATE  
 SURVEY CLASS: SUBURBAN

## BOUNDARY SURVEY PLAN FOR ZACHARY & ASHLIE HESS

739 HICKMAN DRIVE, OCEAN VIEW, DE. 19970  
 LOT #35, BLK. "A", SECT. 2 OF "WHITE'S CREEK MANOR" SUBDIV.  
 BALTIMORE HUNDRED SUSSEX COUNTY  
 STATE OF DELAWARE  
 SCALE 1" = 40' JULY 6, 2020

PREPARED BY:

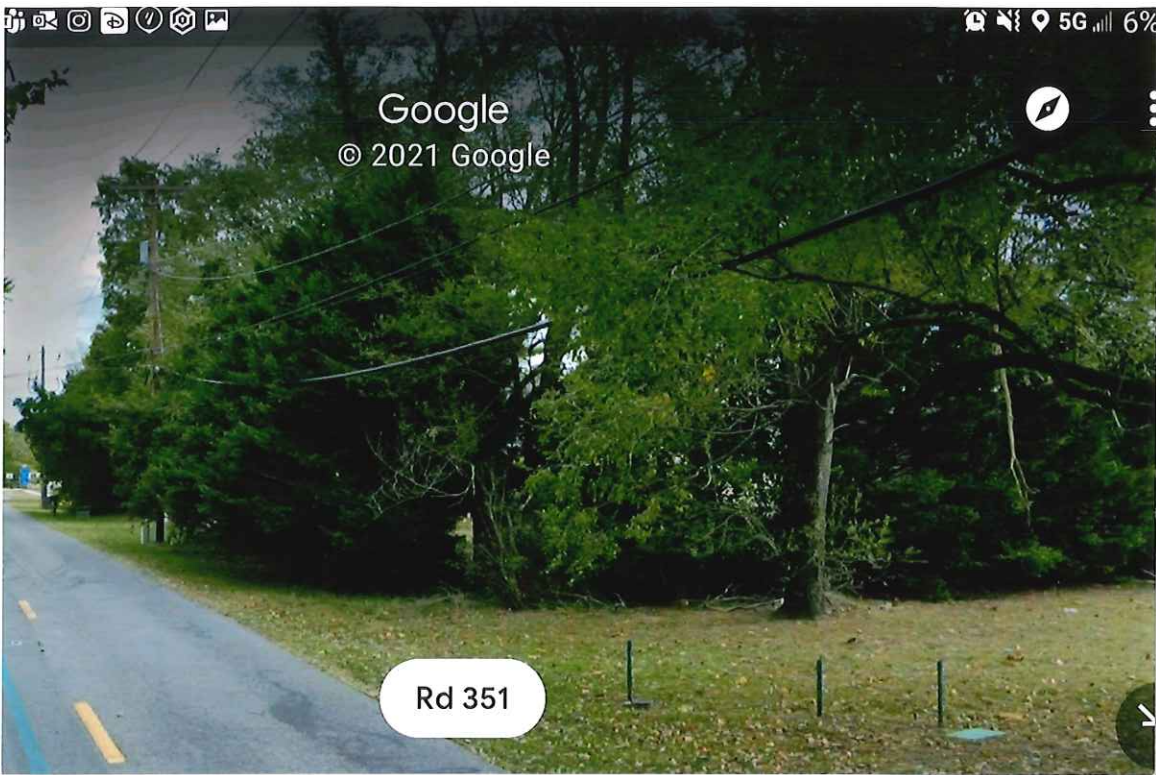
PH: 302-629-9895  
 FAX: 302-629-2391

**MILNER** LAND SURVEYING  
**LEWIS, INC.**

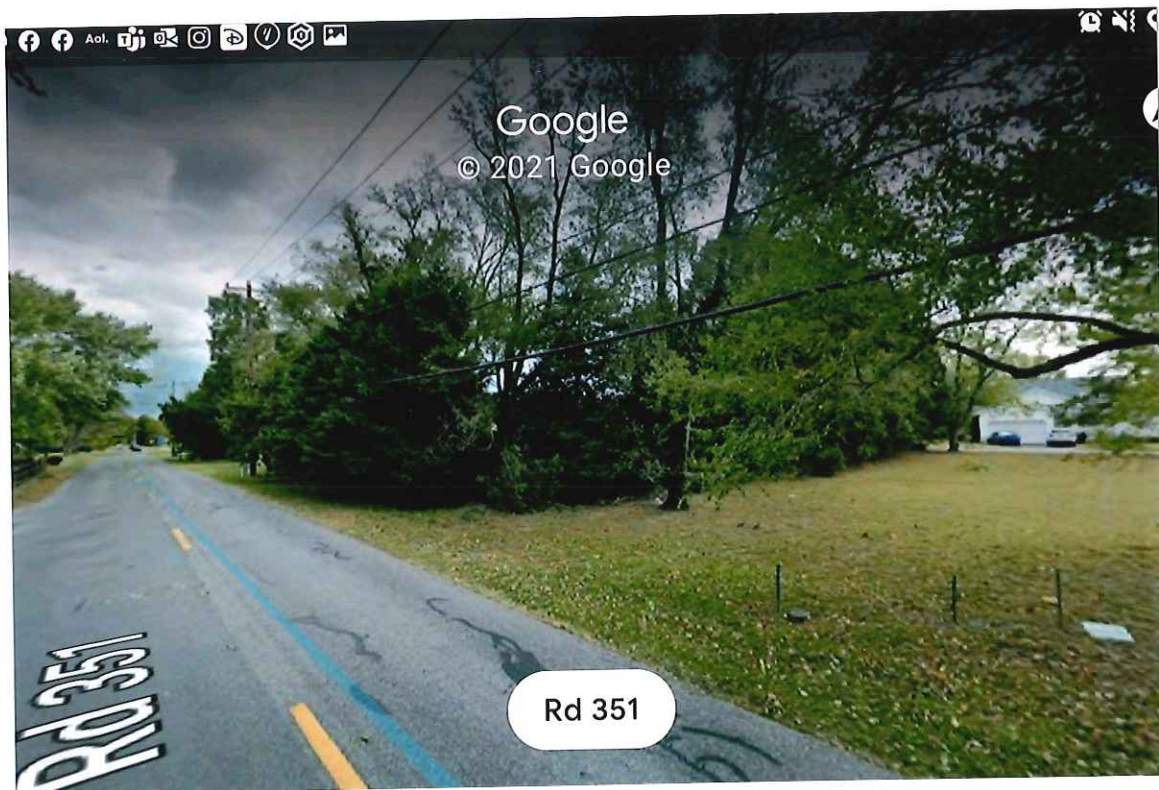
1560 MIDDLEFORD RD.

• SEAFORD, DE. 19973





view's from  
clubhouse  
Road driving  
North  
Before tree  
removal.



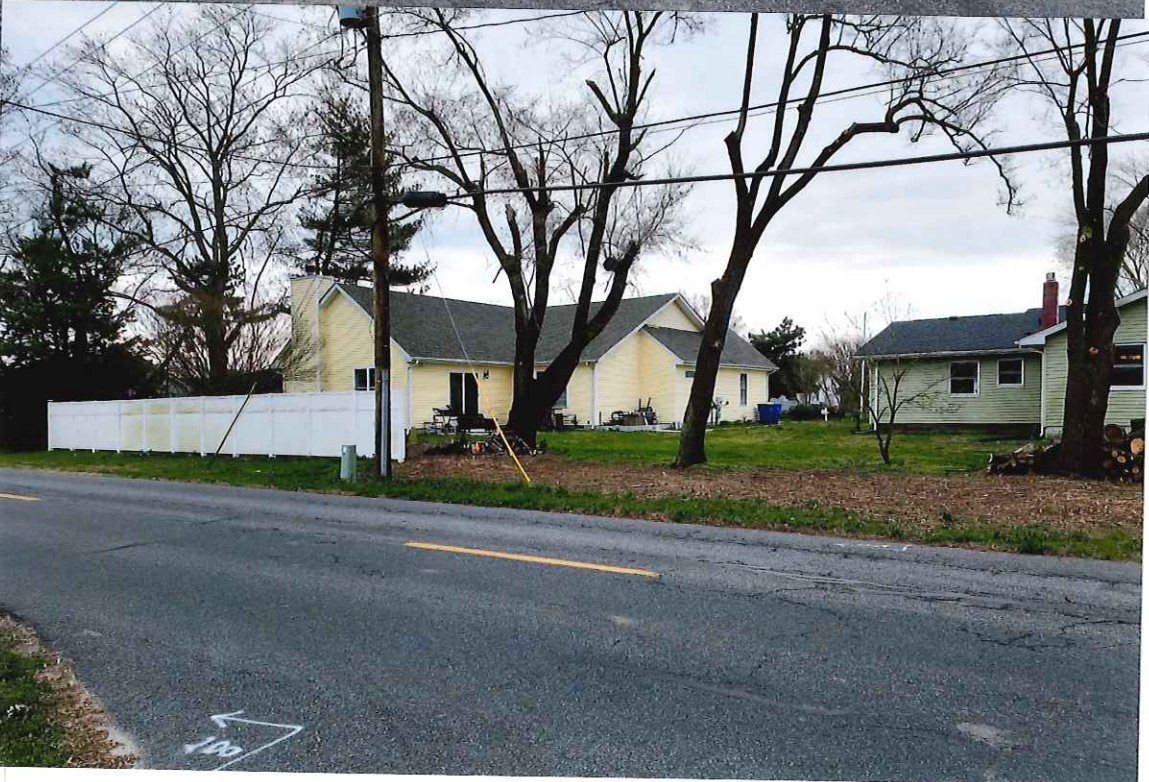




view of rear  
yard from  
clubhouse  
road

BEFORE

tree removal  
@ intersection  
of pine street  
and clubhouse



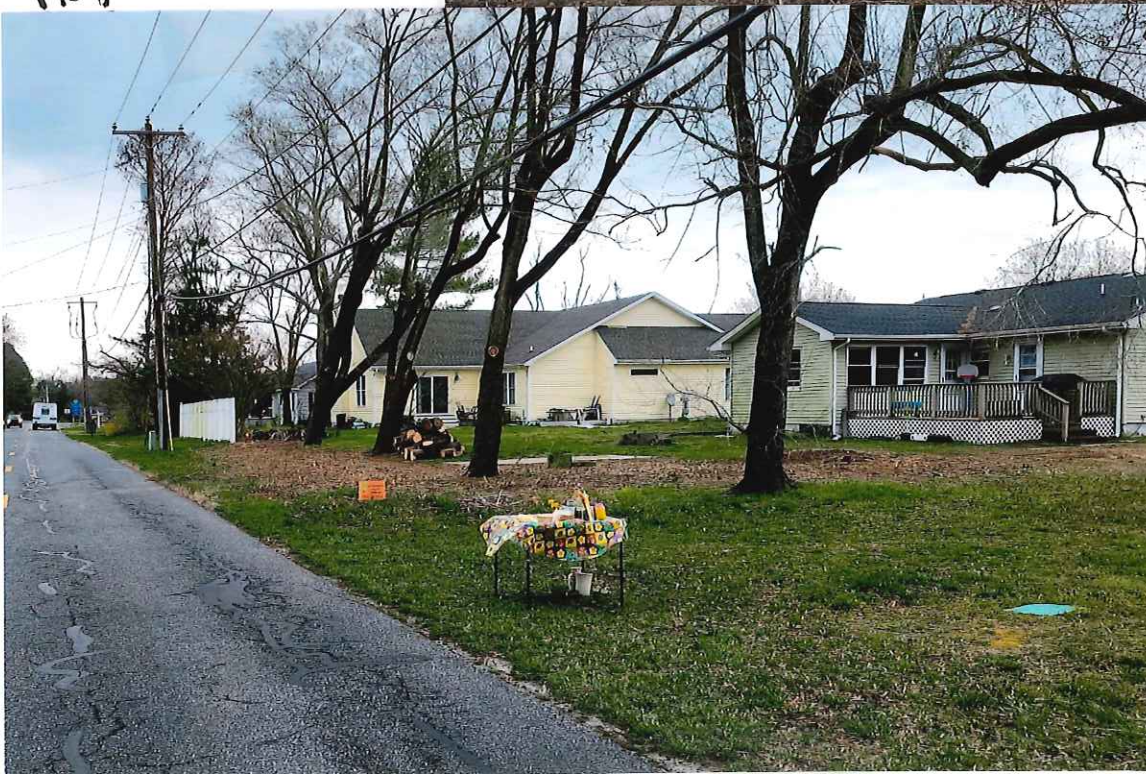
same view  
point, now  
with trees  
removed.  
Notice the  
neighbors  
fence we  
want to  
continue  
along our  
fence line.



view now  
without the  
very obstructive  
trees.  
Taken 3/30/21



We wish  
to place the  
6 ft fence  
on roadside/  
behind our elm  
trees  
like the  
neighbors









**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 # 12564  
Hearing Date 6/7  
202104916

**Type of Application: (please check all applicable)**

Variance ☒  
Special Use Exception ☐  
Administrative Variance ☐  
Appeal ☐

Existing Condition ☐  
Proposed ☒  
Code Reference (office use only)  
115-34 115-182

**Site Address of Variance/Special Use Exception:**

Lot #21 Arabian Parkway, Arabian Acres, Lewes, DE 19958

**Variance/Special Use Exception/Appeal Requested:**

We are requesting a reduction of 20' from the front setback along Tennessee Walk (50' wide easement) to a front setback of 10' along the for-mentioned paper roadway.

**Tax Map #:** 3-34-10-35

**Property Zoning:** MR

**Applicant Information**

Applicant Name: Dan Krausz  
Applicant Address: 20 Bradford Road  
City Rehoboth Beach State DE Zip: 19971  
Applicant Phone #: (302) 632-6007 Applicant e-mail: dankrausz1@yahoo.com


**Owner Information**

Owner Name: Dan Krausz  
Owner Address: 20 Bradford Road  
City Rehoboth Beach State DE Zip: 19971 Purchase Date: \_\_\_\_\_  
Owner Phone #: (302) 632-6007 Owner e-mail: dankrausz1@yahoo.com

**Agent/Attorney Information**

Agent/Attorney Name: Moonlight Architecture, Inc.  
Agent/Attorney Address: 29003 Lewes Georgetown Highway  
City Lewes State DE Zip: 19958  
Agent/Attorney Phone #: (302) 645-9361 Agent/Attorney e-mail: freddy@moonlightarch.com

**Signature of Owner/Agent/Attorney**

  
\_\_\_\_\_

Date: 4/1/21



**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 triangular shaped and has two front setbacks, one along Arabian Parkway and the other along a paper roadway (does not exist) Tennessee Walk. In addition, to the property's shape is a narrow lot and difficult, if at all possible, to place even a small home on. Refer to exhibit SK-01, dated: 03/30/2021.

---

**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.

Since the property is triangular in shape and has two front setbacks there is not enough room to place a house on the site without encroaching either of the setbacks.

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**3. Not created by the applicant:**

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

The Owner purchased the property as a pre-developed lot in a planned community and did design or create the existing conditions of the property lines or setbacks.

---

**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 proposed home that the Owner would like to place on the property will match the character of the existing adjacent homes and will be placed to match the existing setback along Arabian Parkway and since Tennessee Walk does not exist there will not be any visual impact along the rear of the property and the proposed house will match existing placement along the rear of the property.

---

**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 Owner is requesting a reduction of 20' from the front setback of 30' to a 10' front setback along Tennessee Walk, since the roadway does not exist.



# NOTES:

• Other than shown, this plat and survey does not verify the existence or nonexistence of right-of-ways and/or easements pertaining to this property. Including but not limited to Tax Ditch Easements.

• No title search provided or stipulated.

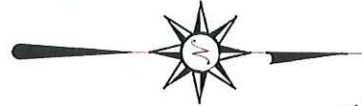
## (B.R.L.) BUILDING RESTRICTION LINES PER SUSSEX COUNTY

- FRONT- 30' (Arabian Parkway)
- SIDES - 10'
- REAR - 30' (50' Easement)
- ZONING - MR

### NOTE:

zoning and restrictions shown hereon were obtained by a general request at the public counter of the local zoning authority. no representation is made for the accuracy or completeness of said third party information. this firm is not an expert in the interpretation of complex zoning ordinances, compliance is beyond the scope of this survey, any user of said information is urged to contact the local agency directly.

PROPERTY LINE CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	68.87'	49.07'	S 78°54'17" W	157°50'13"



50' Wide Easement

50' Wide Easement  
Per Plat Book 8, Page 344

Lot No. 22

260'± to the r/w line of  
Tennessee Walk

S 00°00'02" W 124.61'

**ARABIAN PARKWAY**  
(50' r/w)

3' wooden fence  
(clear)

● 3/4" PIPE (FD)

SCALE: 1"=30'

AREA: 10,632 SQ. FT.

TAX MAP NO. 3-34-10-35 Revised: 03-10-2021, Building Restriction Line

Lands of ELIZABETH M. TWEEDLE.  
Being known as LOT NO. 21, ARABIAN  
ACRES. Ref: Plat Book 8, Page 344.

### FIRM INFORMATION:

100029 - 0326 - J

MARCH 16, 2015

ZONE: "X", Non-Shaded

CLASS "B" SURVEY

HUNDRED: LEWES AND REHOBOTH

COUNTY: SUSSEX

STATE OF DELAWARE

DATE OF ORIGINAL: 02-25-2021

DRAWN BY: MICHAEL LOVELAND



**SIMPLER  
SURVEYING  
& ASSOCIATE, INC.**

32486 POWELL FARM ROAD, FRANKFORD, DE 19945

www.delawaresurveyor.com

PHONE: (302) 539-7873 FAX: (302) 539-4336



I, Gregory M. Hook, registered as a Professional Land Surveyor 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.

P.L.S. 711

50' WIDE EASEMENT  
PAPER ROADWAY  
(TENNESSEE WALK)

5.0" WIDE EASEMENT  
Per Plat Book 8, Page 34A

Lot No. 22

PROPOSED LOCATION  
— FOR MECHANICAL  
UNITS

PROPOSED FOOTPRINT  
OF NEW RESIDENCE  
2 STORY HOUSE W/  
GARAGE

3' wooden fence  
(clear)

ALL SITE INFORMATION TAKEN FROM SURVEY BY:  
SIMPLER SURVEYING, INC., 32486 POWELL FARM  
ROAD, FRANKFORD, DE 19945, DATED: 03/10/2021

CURVE TABLE:  
 CI: RADIUS - 25'  
 ARC LENGTH - 68.87'  
 CHORD LENGTH - 49.07'  
 CHORD BEARING - S 78°54'47" W  
 DELTA ANGLE - 157°50'13"

ARABIAN PARKWAY  
(50' r/w)

A1	PROPOSED SITE PLAN
----	--------------------

1" = 30'-0"	KEY
-------------	-----



Architecture • Interior Design  
Site Planning

DE (302) 645-9361  
MD (410) 677-4747  
[www.moonlightarch.com](http://www.moonlightarch.com)

All designs, concepts, ideas and arrangements depicted on these drawings are the property of Moonlight Architecture, Inc. and are intended to be used in connection with this specific project only and shall not be used in whole or in part for any other purpose whatsoever without the written consent of Moonlight Architecture, Inc.. No changes or deviations shall be allowed without the written consent of Moonlight Architecture, Inc.

CONSTRUCTION DOCUMENTS FOR THE:

KRAUSZ RESIDENCE  
LOT #21 ARABIAN  
PARKWAY, LEWES,  
SUSSEX COUNTY,  
DELAWARE

SCALE:  
1" = 30'-0"

DRAWING DATE:  
04/21/2021

SHEET TITLE:  
**PROPOSED SITE PLAN**

© COPYRIGHT 2021 MOONLIGHT ARCHITECTURE, INC.

PROJECT NUMBER:  
21056

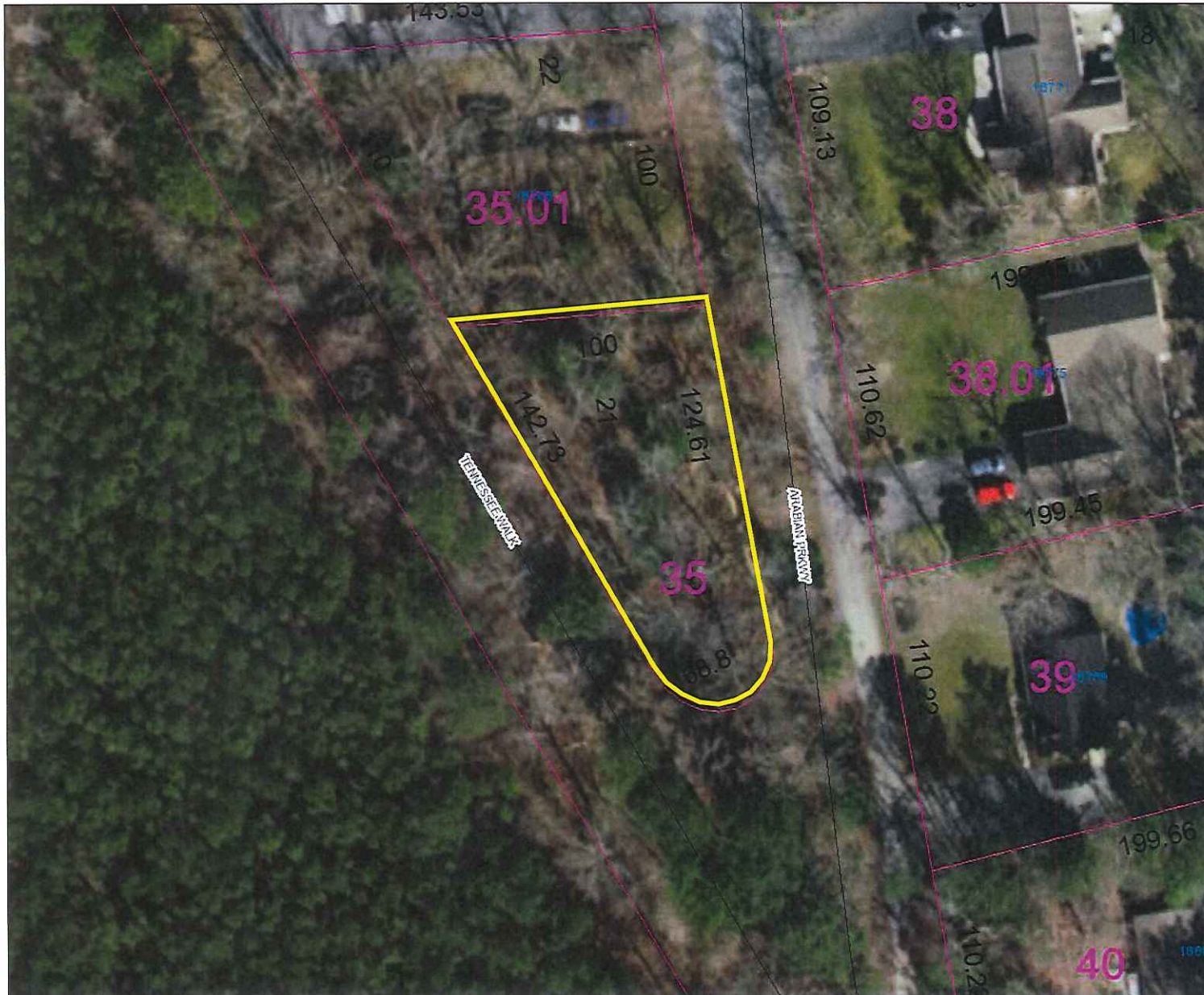
SHEET #:

SK-01



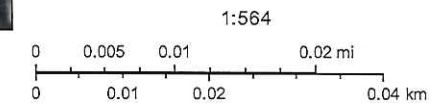


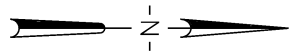
# Sussex County



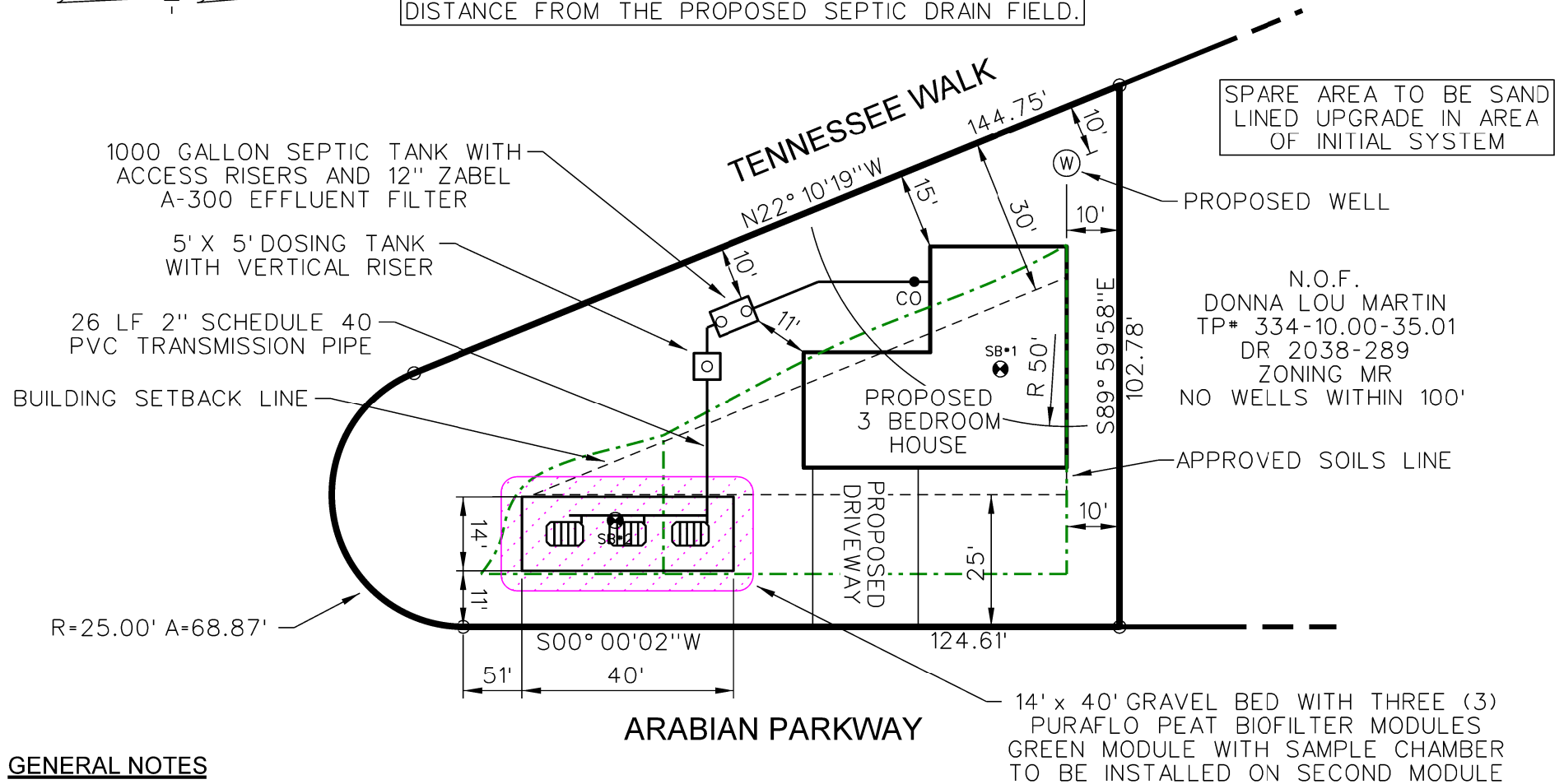
PIN:	334-10.00-35.00
Owner Name	KRAUSZ DANIEL E
Book	5408
Mailing Address	20 BRADFORD RD
City	REHOBOTH BEACH
State	DE
Description	ARABIAN ACRES
Description 2	LOT 21
Description 3	TENNESSEE WALK
Land Code	

- polygonLayer  
Override 1
- polygonLayer  
Override 1
- ☐ Tax Parcels
  - ☐ 911 Address
  - ☐ Streets
  - ☐ County Boundaries





ALL EXISTING TREES ENCOUNTER ON SITE SHALL BE REMOVED OR MAINTAIN A TEN (10) FOOT SEPARATION DISTANCE FROM THE PROPOSED SEPTIC DRAIN FIELD.

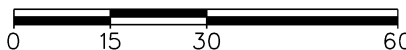


### GENERAL NOTES

1. ANY CHANGE OR DEVIATION FROM THESE PLANS BY THE OWNER, CONTRACTOR, OR BUILDER SHALL RELEASE KEVIN MINNICH FROM ANY AND ALL LIABILITY RELATING THEREOF, UNLESS SUCH CHANGE HAS BEEN APPROVED BY KEVIN MINNICH IN WRITING.
2. SEPTIC SYSTEM INSTALLATION SHALL BE IN ACCORDANCE WITH THE STATE OF DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL REGULATIONS GOVERNING THE DESIGN, INSTALLATION AND OPERATION OF ON-SITE WASTEWATER TREATMENT AND DISPOSAL SYSTEMS.
3. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING ADJACENT WELLS (WHETHER SHOWN OR NOT SHOWN) PRIOR TO SEPTIC INSTALLATION. THE CONTRACTOR SHALL NOTIFY THE SEPTIC DESIGNER, IN WRITING, IF INSTALLATION OF THE SEPTIC SYSTEM, AS DESIGNED, WILL RESULT IN ANY VIOLATIONS OF THE MINIMUM REQUIRED ISOLATION DISTANCES.
4. THIS PLOT DRAWING IS NOT A FORMAL PROPERTY BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS SUCH. BOUNDARY INFORMATION BASED ON DEED REFERENCE.

PRELIMINARY  
PLAN

SCALE: 1" = 30'



PROJECT NO. 21-088



868 Greenwood Road - Greenwood, DE 19950  
(302) 697-2239 - (302) 349-5381

TAX PARCEL NO. 334-10.00-35.00



**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 # 12565  
Hearing Date 6/21

202106098

Type of Application: (please check all applicable)

Variance ☒  
Special Use Exception ☐  
Administrative Variance ☐  
Appeal ☐

Existing Condition ☐  
Proposed ☐  
Code Reference (office use only)  
115-25 115-162  
115-165

Site Address of Variance/Special Use Exception:

38765 WILSON AVE SELBYVILLE, DE 19975

Variance/Special Use Exception/Appeal Requested:

Tax Map #: 533-20-14-70.00

Property Zoning: AR-1

**Applicant Information**

Applicant Name: MICHAEL KELLY  
Applicant Address: 11 E HOWARD ST.  
City BEAIR State MD. Zip: 21014  
Applicant Phone #: 443 910 2662 Applicant e-mail: ETCHINGSETC@MAIL.COM

**Owner Information**

Owner Name: MICHAEL KELLY  
Owner Address: 11 E HOWARD ST.  
City BEAIR State MD. Zip: 21014 Purchase Date: 2016  
Owner Phone #: 443 910 2662 Owner e-mail: ETCHINGSETC@MAIL.COM

**Agent/Attorney Information**

Agent/Attorney Name: \_\_\_\_\_  
Agent/Attorney Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_  
Agent/Attorney Phone #: \_\_\_\_\_ Agent/Attorney e-mail: \_\_\_\_\_

**Signature of Owner/Agent/Attorney**

Michael Kelly

Date: 04/01/2021



**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.

See attached

**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.

See attached

**3. Not created by the applicant:**

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

See attached

**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.

See attached

**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.



1) This lot is unique to the other lots in Cape Windsor, the reason being the irregular shape and the fact that it borders Cape Windsor common ground and the state property.

2) A variance is needed to enlarge our current deck by 4 ft. We would also like to construct a 20 x 24 accessory building.

3) The current building setbacks make it impossible to utilize our side and back property.

4) The side setbacks that we are requesting will have no impact on any properties in the neighborhood.

5) On the Old Lighthouse road side of the property we will need a 3' minimum setback, On the lagoon side of the property we will need a 7' minimum setback.

Currently in Cape Windsor the setbacks are:

5' front, 5' each side and a rear setback of 15'



8.04 ft

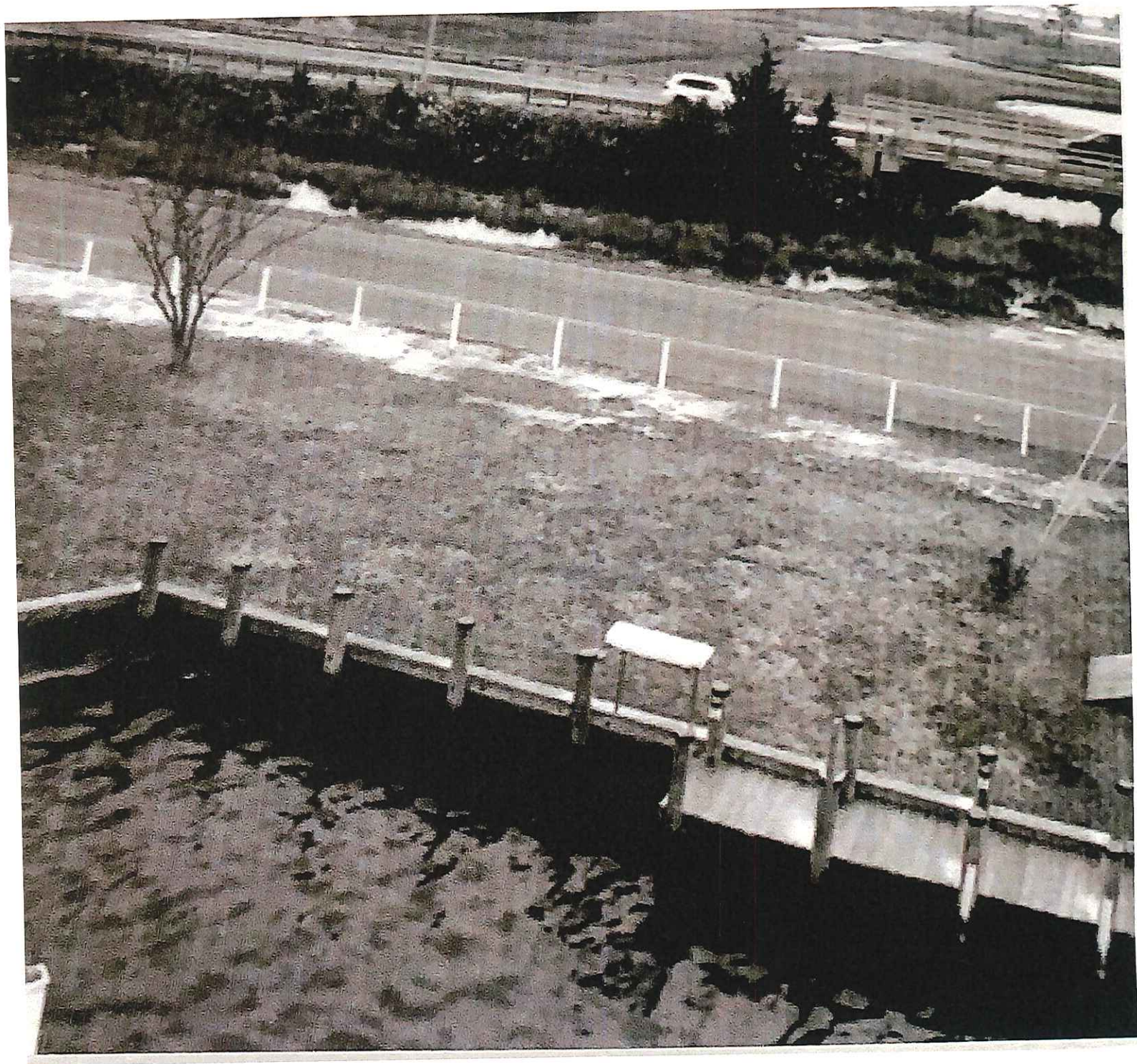
38846 Old lighthouse Rd.

+ Add Point

distance ?

3.04 ft







Current Setbacks

T.M. #533-20.14-70.00

PB 95-166



OLD LIGHTHOUSE RD. (60' R/W)

LINCOLN DR.  
(50' R/W)

P.O.B.

WILSON AVENUE (30' R/W)

LOT #18  
BLOCK 2

LOT #1  
8,834 SQ. FT.

LOT #2

BULKHEAD DOCK  
LAGOON

IN CONCRETE

DECK

2 STORY  
FRAME  
DWELLING

COVERED DECK

- CAPPED IRON ROD (FOUND)
- ▲ IRON ROD (FOUND)
- ▼ OLD IRON STOB (FOUND)
- △ PK NAIL (FOUND)
- POINT IN BULKHEAD

BUILDING HEIGHT FROM FLOOD PLAIN: 28.2'

### FINAL LOCATION SURVEY FOR DAWNE KELLY

38765 WILSON AVENUE, SELBYVILLE, DE. 19971  
LOT #1, BLOCK 3, "CAPE WINDSOR" SUBDIVISION  
BALTIMORE HUNDRED SUSSEX COUNTY  
STATE OF DELAWARE

SCALE 1" = 30'

FEBRUARY 5, 2018

*D.K. Miller*

SEE PLOT BOOK 6 PAGE 44 FOR EASEMENT RESERVATIONS.  
THIS SURVEY AND PLAT DOES NOT VERIFY THE EXISTENCE  
OR NON-EXISTENCE OF RIGHTS-OF-WAY OR EASEMENTS  
CROSSING THIS PROPERTY OTHER THAN THOSE SHOWN.  
NO TITLE SEARCH PROVIDED OR STIPULATED.

SURVEY CLASS: SUBURBAN

PREPARED BY:

PH: 302-629-9895  
FAX: 302-629-2391

**MILLER**  
**LEWIS, INC.**

LAND SURVEYING

1560 MIDDLEFORD RD.

• SEAFORD, DE. 19973



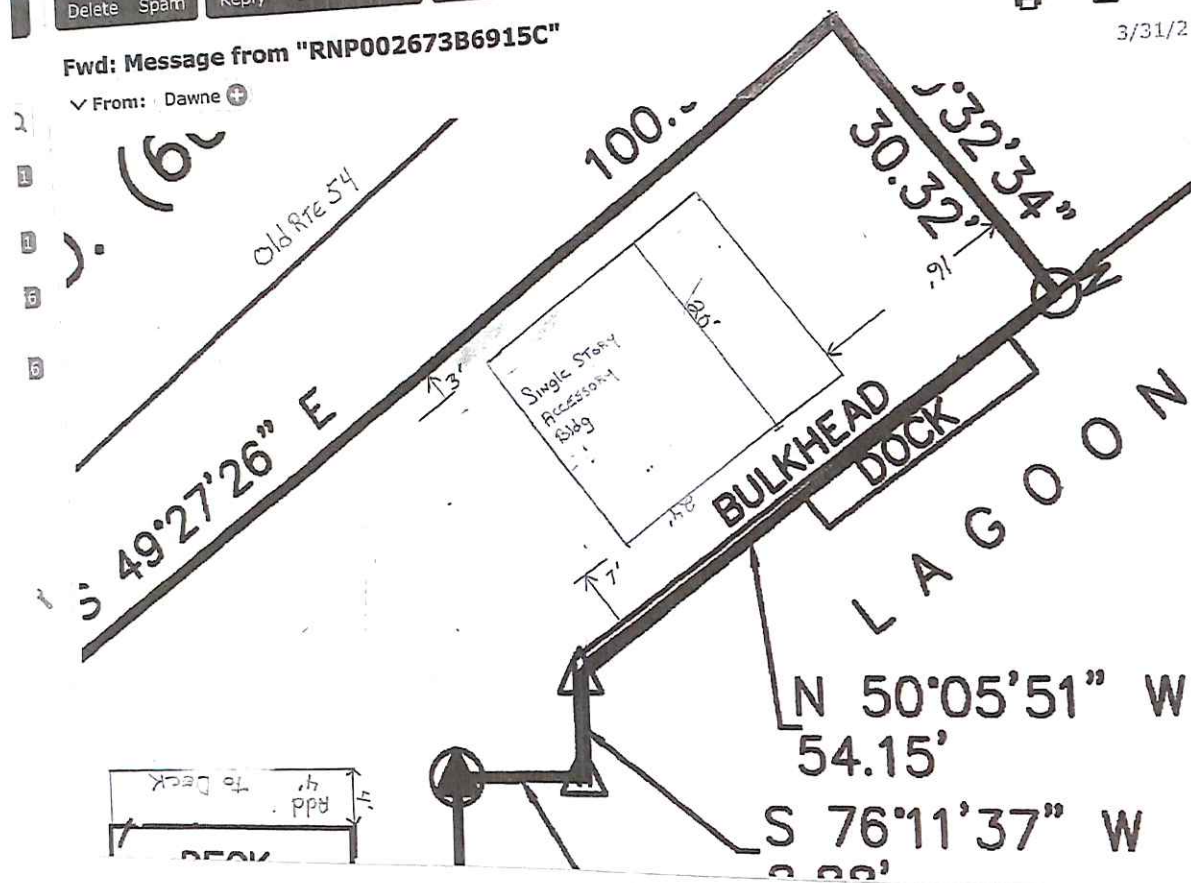
navigation-101.com

Delete Spam Reply Forward Move

Fwd: Message from "RNP002673B6915C"

From: Dawne

3/31/2



Jeffrey A. Moore  
389771 Wilson Ave. (Lot 2)  
Selbyville DE 19975

M. Susan Aquilino-Scraper  
38775 Willson Ave. (Lot 3)  
Selbyville DE 19975

April 1, 2021

Sussex County  
Planning & Zoning Office  
Mr. Jamie Whitehouse  
2 The Circle  
P.O. Box 417  
Georgetown, DE 19947

Subject: Mike and Dawne Kelly  
38765 Wilson Ave.,  
Selbyville, DE 19975

Mr. Whitehouse:

Mr. Moore and I are neighbors to the Kelly's. Mike and Dawne approached us with their plan to request a variance to add four additional feet to an existing deck. This addition would not impose on our properties, as the three homes are at the beginning of Wilson Ave. that looks directly onto Old Rt. 54 and the new Rt. 54 bridge.

In addition, the Kelly's plan is to purchase an accessory building to place on the "L" portion of their property facing Old Rt. 54.

We both support the Kelly's and hope that you grant their request.

*Jeffrey A. Moore*

---

Jeffrey A. Moore

*M. Susan Aquilino-Scraper*

---

M. Susan Aquilino-Scraper





SEE 5-33-20

SEE 5-33-20

RETRACTS  
"CAPE WINDSOR"  
Front = 5'  
Sides = 10'  
Rear = 20'  
CORNER = 15'

AR-1

AR-1

SUSSEX COUNTY  
DELAWARE

SCALE 1 INCH = 100 FEET



100 0 100 200 300 400 500

LEGEND

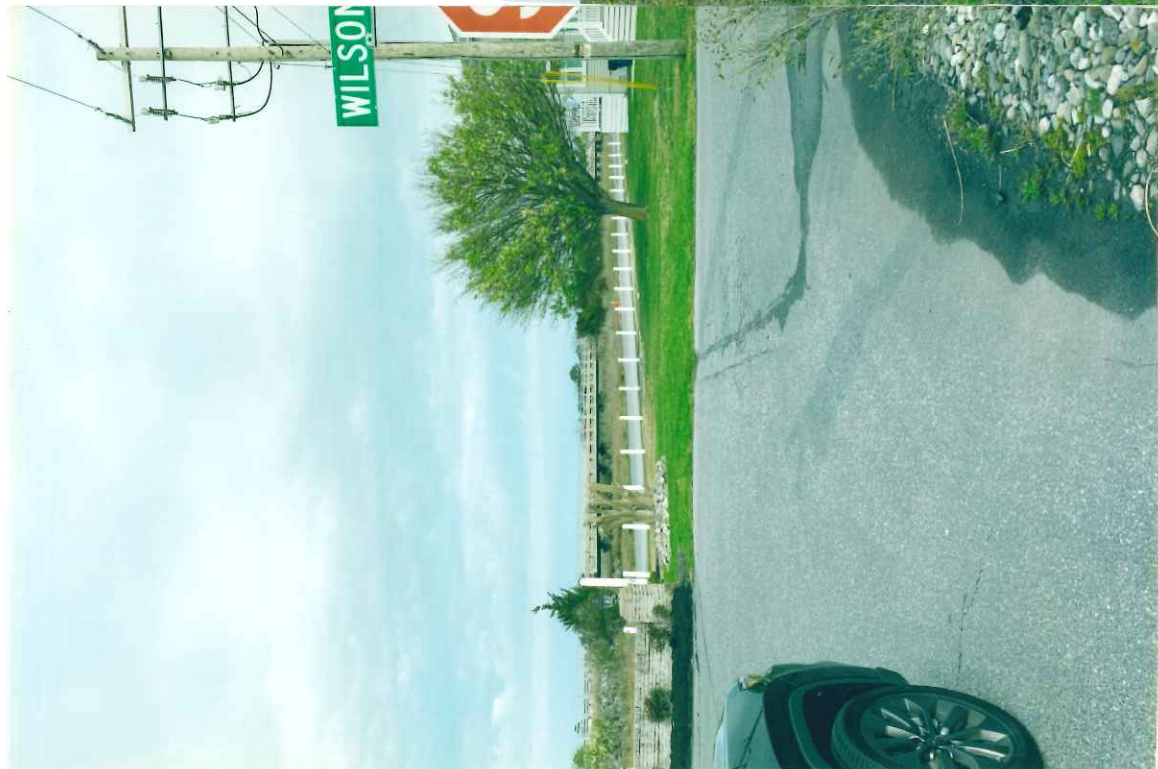
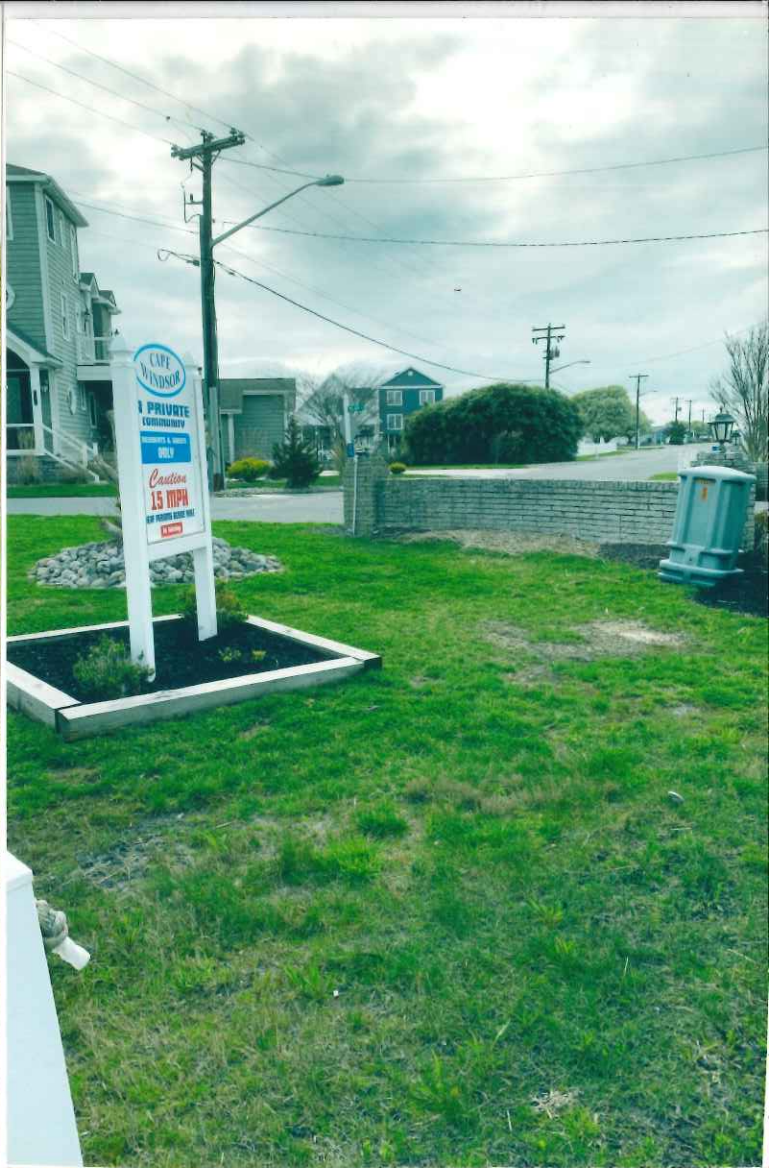
County Line	(23) Map Parcel Number
Hundred Line	12 Original Lot Number
District Line	100 S Map Scaled Dimension
City or Borough Line	7 Denotes Same Owner
All Purpose Line	
Original Lot Line	
Property Line	All Dimensions Shown In Feet

MAP: 5-33-20.14 ✓

DATE OF REVISION: 12-27-01  
DATE OF COMPILATION: 3-22-1974  
SHEET LAYOUT BASED ON THE DELAWARE  
STATE PLANE COORDINATE SYSTEM.

THE INFORMATION SHOWN HEREON  
HAS BEEN COMPILED FROM DEED  
DESCRIPTIONS, IF AVAILABLE,  
TAX MAPS AND AERIAL PHOTOGRAPHS.  
THE ACTUAL BOUNDARIES CAN ONLY  
BE DETERMINED BY AN APPROPRIATE  
SURVEY.







Per Jamie



Sussex County





**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 # 12566  
Hearing Date 6/7  
202105481

**Type of Application: (please check all applicable)**

Variance ☐

Special Use Exception ☒

Administrative Variance ☐

Appeal ☐

Existing Condition ☐

Proposed ☐

Code Reference (office use only)

115-23

115-210

**Site Address of Variance/Special Use Exception:**

25362 Deerfield Lane Seaford, DE 19973

**Variance/Special Use Exception/Appeal Requested:**

I am requesting to move my current daycare to this new address. My license capacity is for 9 children.

Tax Map #: 531-12.00-70.00

Property Zoning: AR-1

**Applicant Information**

Applicant Name: Lindsey Smith

Applicant Address: 520 N. Delaware Ave.

City Seaford State DE Zip: 19973

Applicant Phone #: 410-310-0890 Applicant e-mail: lyndsi1-02@yahoo.com

**Owner Information**

Owner Name: Jeremy Moore

Owner Address: 25362 Deerfield Lane

City Seaford State DE Zip: 19973 Purchase Date: May 21<sup>st</sup>

Owner Phone #: \_\_\_\_\_ Owner e-mail: \_\_\_\_\_

(Settlement date for us to purchase)

**Agent/Attorney Information**

Agent/Attorney Name: \_\_\_\_\_

Agent/Attorney Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Agent/Attorney Phone #: \_\_\_\_\_ Agent/Attorney e-mail: \_\_\_\_\_

**Signature of Owner/Agent/Attorney**

Lindsey Smith

Date: 4/13/2021



**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. I will be moving my already established family childcare home to the new house. Fencing will be put up on our property to keep all children from wandering. Parents will park in our driveway and not block any roadways.

---

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)

N/A

---

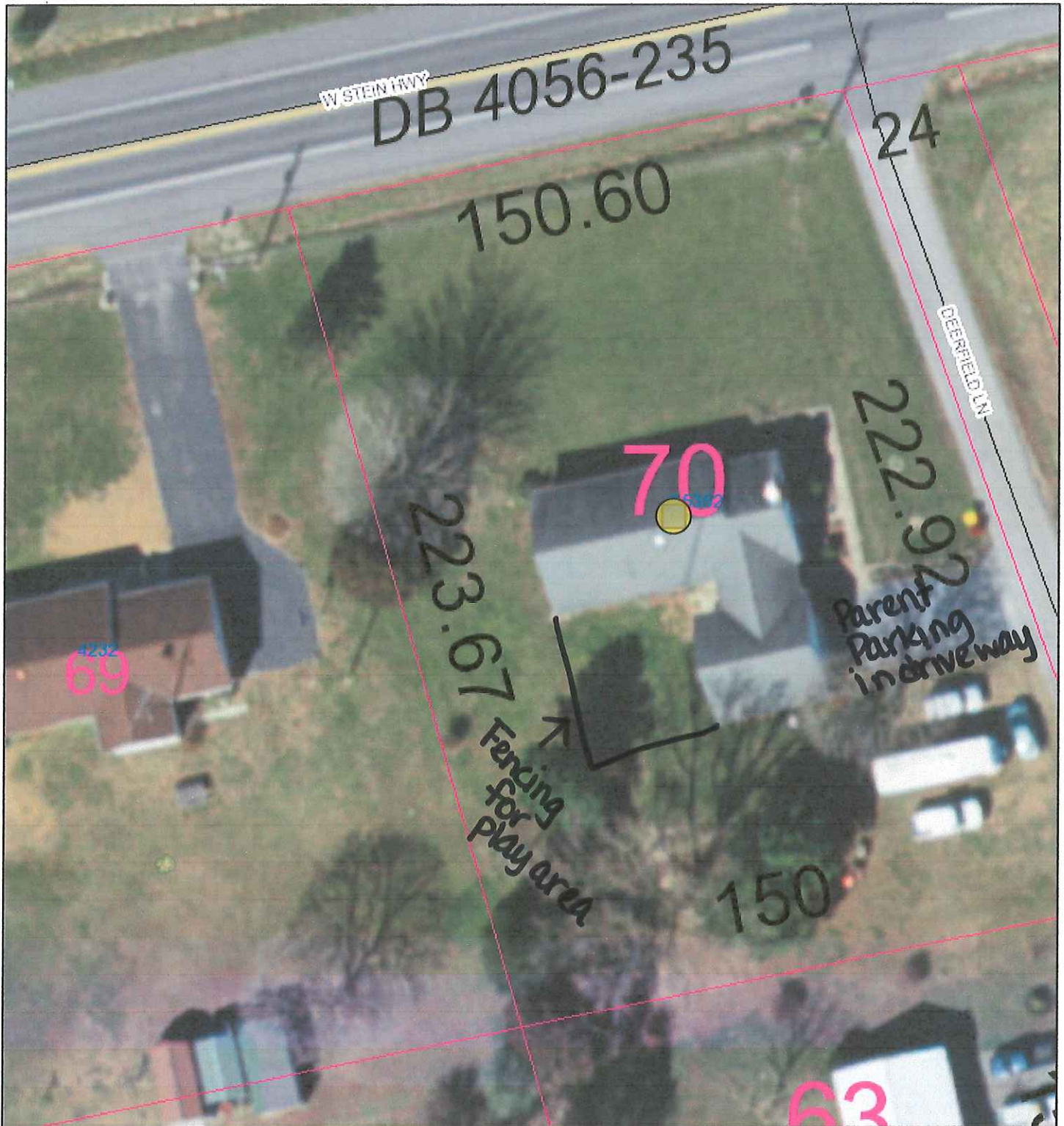
**Basis for Appeal:** (Please provide a written statement regarding reason for appeal)

N/A

---



# Sussex County



April 13, 2021



Override 1

911 Address



Override 1



Streets

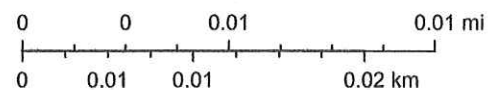


Tax Parcels



County Boundaries

1:564



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Delaware Department of Education, Wetland mapping is supported with funding provided by the Environmental Protection Agency, Delaware Geological Survey, DNREC, Division of Watershed Stewardship, Drainage Program,





# Sussex County



PIN:	531-12.00-70.00
Owner Name	MOORE JEREMY P
Book	4457
Mailing Address	PO BOX 46
City	SEAFORD
State	DE
Description	STEIN HWY
Description 2	N/A
Description 3	N/A
Land Code	

polygonLayer

Override 1

polygonLayer

Override 1



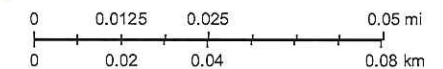
Tax Parcels

911 Address



Streets

1:1,128





# 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 # 12567  
Hearing Date 6/7

202105789

### Type of Application: (please check all applicable)

Variance ☒

Special Use Exception ☐

Administrative Variance ☐

Appeal ☐

Existing Condition ☐

Proposed ☒

Code Reference (office use only)

115-42 115-182

### Site Address of Variance/Special Use Exception:

28296 Forest Dr Millsboro De 19966

### Variance/Special Use Exception/Appeal Requested:

Contruction of an unenclosed, freestanding 8'x12' deck less than 30" high with steps extending into front yard. Variance is for 9'2" encroachment on front setback. Our property line is 31.3' from the front of the house. With the deck extending 8' from the house and steps extending 2.75' from the front of the deck, there entire structure will extend 10.75' Therefore, the front of deck will end 23.3' from the front property line/private road and steps will end 20.55' from the property line/private road.

Tax Map #: 2-34-34.08-95

Property Zoning: GR

### Applicant Information

Applicant Name: Anthony A Kempski, Jr.

Applicant Address: 2412 Marilyn Drive

City Wilmington State DE Zip: 19810

Applicant Phone #: (302) 598-4188 Applicant e-mail: aakempski@gmail.com

### Owner Information

Owner Name: Anthony & Kathleen Kempski, William & Mary Beth Schaefer

Owner Address: 2412 Marilyn Drive

City Wilmington State DE Zip: 19810 Purchase Date: 4/30/01

Owner Phone #: (302) 598-4188 Owner e-mail: aakempski@gmail.com

### Agent/Attorney Information

Agent/Attorney Name: \_\_\_\_\_

Agent/Attorney Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Agent/Attorney Phone #: \_\_\_\_\_ Agent/Attorney e-mail: \_\_\_\_\_

### Signature of Owner/Agent/Attorney

Date: 4/16/21



**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.

Steps degraded from heavy use and need to be replaced. A more supportive, larger landing is needed for safety to accommodate unusually large family/friends confined to a wheelchair. We own a portable ramp and handicap van, but need a front deck that allows the front door to be opened while the wheelchair is on the the landing. Current home is situated too close to the setback to achieve this goal.

---

**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.

Side door enters into laundry area, which is too narrow for a wheelchair to navigate. Front door is the only option. A more narrow deck or steps would not allow wheelchair to be secured on the front deck while front door is opened.

---

**3. Not created by the applicant:**

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

Current home is situated too close to the setback to build a more supportive, larger landing to front door.

---

**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 original manufactured home steps degraded from heavy use. They are no longer safe to support weight and had to be removed.

---

**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.

We believe that this composite deck, steps and railing will be aesthetically beneficial to the neighborhood, and are consistent with other properties on our private road.

---



Revised Copy

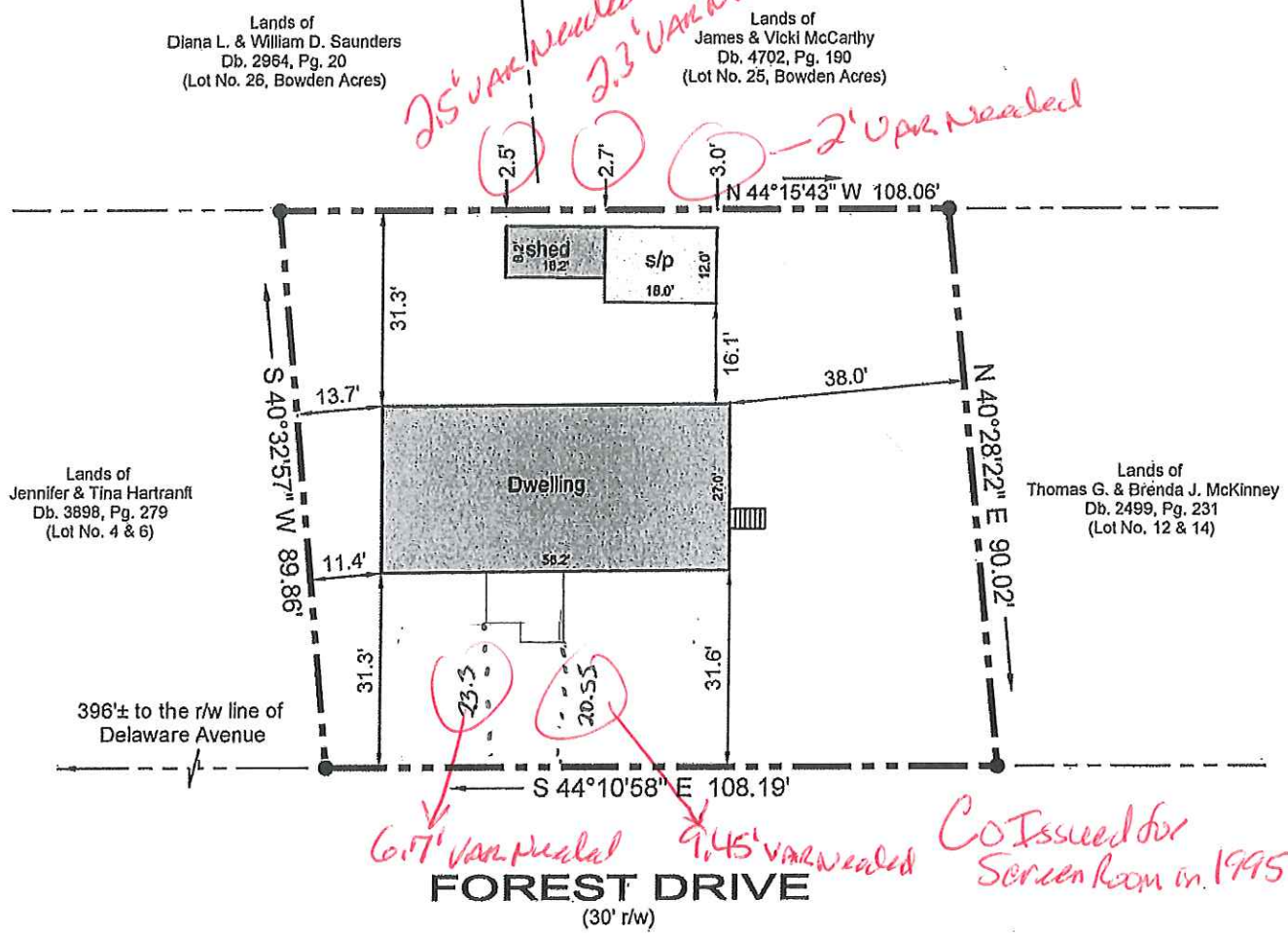
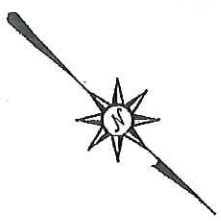
**NOTES:**

• Other than shown, this plat and survey does not verify the existence or nonexistence of right-of-ways and/or easements pertaining to this property. Including but not limited to Tax Ditch Easements.

• No title search provided or stipulated.

**REFERENCE DATUM NOTES:**

1. HORIZONTAL DATUM: NAD '83  
(North American Datum of 1983)



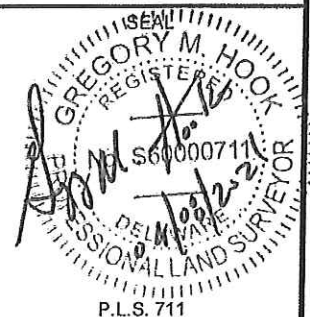
Lands of ANTHONY A. KEMPSKI, KATHLEEN W. KEMPSKI, WILLIAM SCHAEFER and MARY BETH SCHAEFER. Being known as LOT NO. 8 & 10, ADDITION TO PLOT OF LANDS OF CHARLES C. FAGAN & DELAWARE OYSTER FARM.  
Ref: Plat Book 5, Page 8.

• 1/2" PIPE (FD)  
SCALE: 1"=30'  
AREA: 9,684 SQ. FT.  
TAX MAP NO. 2-34-34.08-95

**FIRM INFORMATION:**  
100029 - 0481 - K  
MARCH 16, 2015  
ZONE: "AE", B.F.E.= 7.0'  
CLASS "B" SURVEY

HUNDRED: INDIAN RIVER  
COUNTY: SUSSEX  
STATE OF DELAWARE  
DATE OF ORIGINAL: 04-07-2021  
DRAWN BY: MICHAEL LOVELAND

**SIMPLER SURVEYING & ASSOCIATE, INC.**  
32486 POWELL FARM ROAD, FRANKFORD, DE 19945  
www.delawaresurveyor.com  
PHONE: (302) 539-7873 FAX: (302) 539-4336



I, Gregory M. Hook, registered as a Professional Land Surveyor 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.

P.L.S. 711

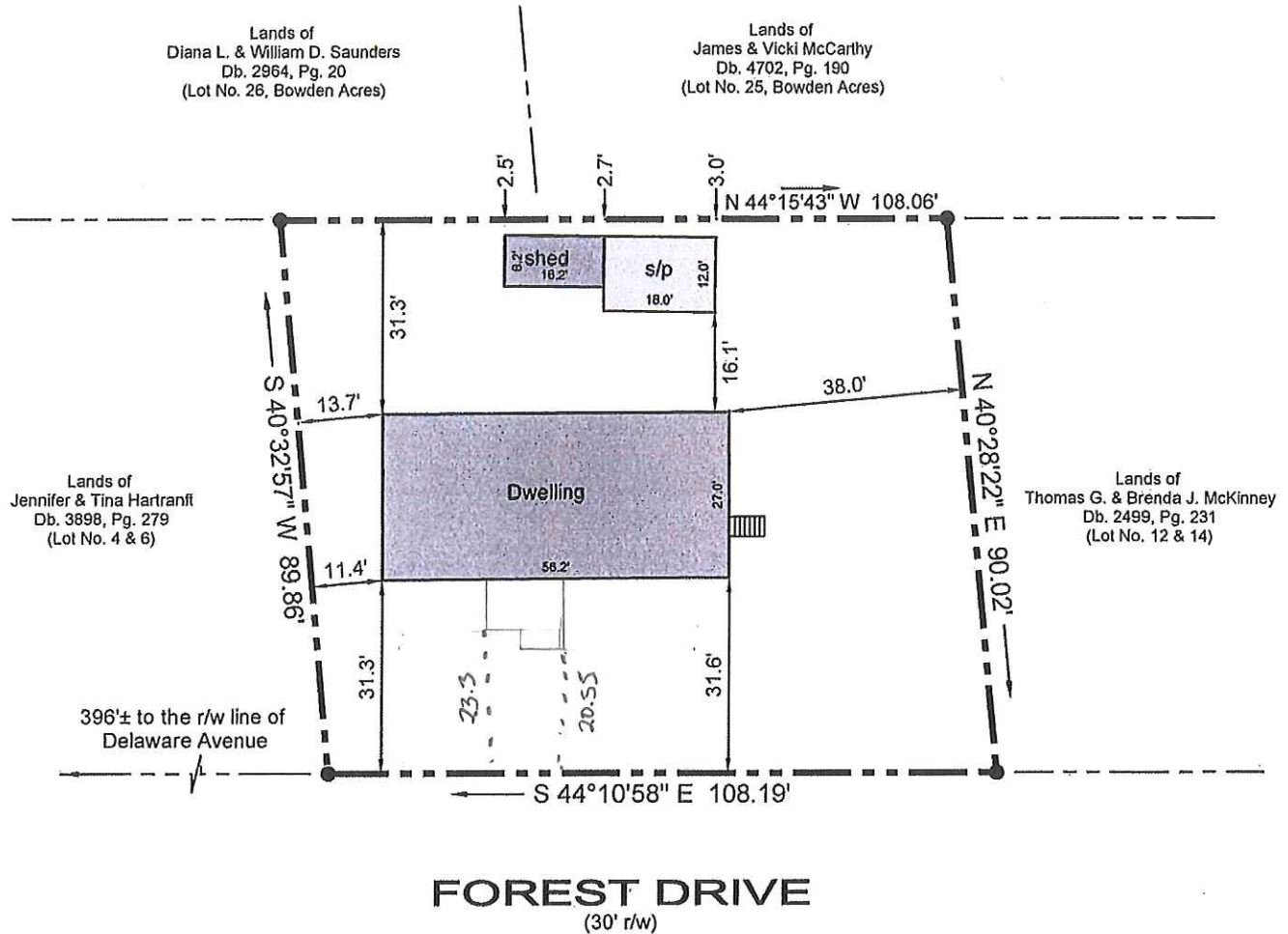
**NOTES:**

- Other than shown, this plat and survey does not verify the existence or nonexistence of right-of-ways and/or easements pertaining to this property. Including but not limited to Tax Ditch Easements.

- No title search provided or stipulated.

**REFERENCE DATUM NOTES:**

1. HORIZONTAL DATUM: NAD '83  
(North American Datum of 1983)



● 1/2" PIPE (FD)  
SCALE: 1"=30'  
AREA: 9,684 SQ. FT.  
TAX MAP NO. 2-34-34.08-95

Lands of ANTHONY A. KEMPSKI, KATHLEEN W. KEMPSKI, WILLIAM SCHAEFER and MARY BETH SCHAEFER. Being known as LOT NO. 8 & 10, ADDITION TO PLOT OF LANDS OF CHARLES C. FAGAN & DELAWARE OYSTER FARM.  
Ref: Plat Book 5, Page 8.

**FIRM INFORMATION:**  
100029 - 0481 - K  
MARCH 16, 2015  
ZONE: "AE", B.F.E.= 7.0'  
CLASS "B" SURVEY

HUNDRED: INDIAN RIVER  
COUNTY: SUSSEX  
STATE OF DELAWARE  
DATE OF ORIGINAL: 04-07-2021  
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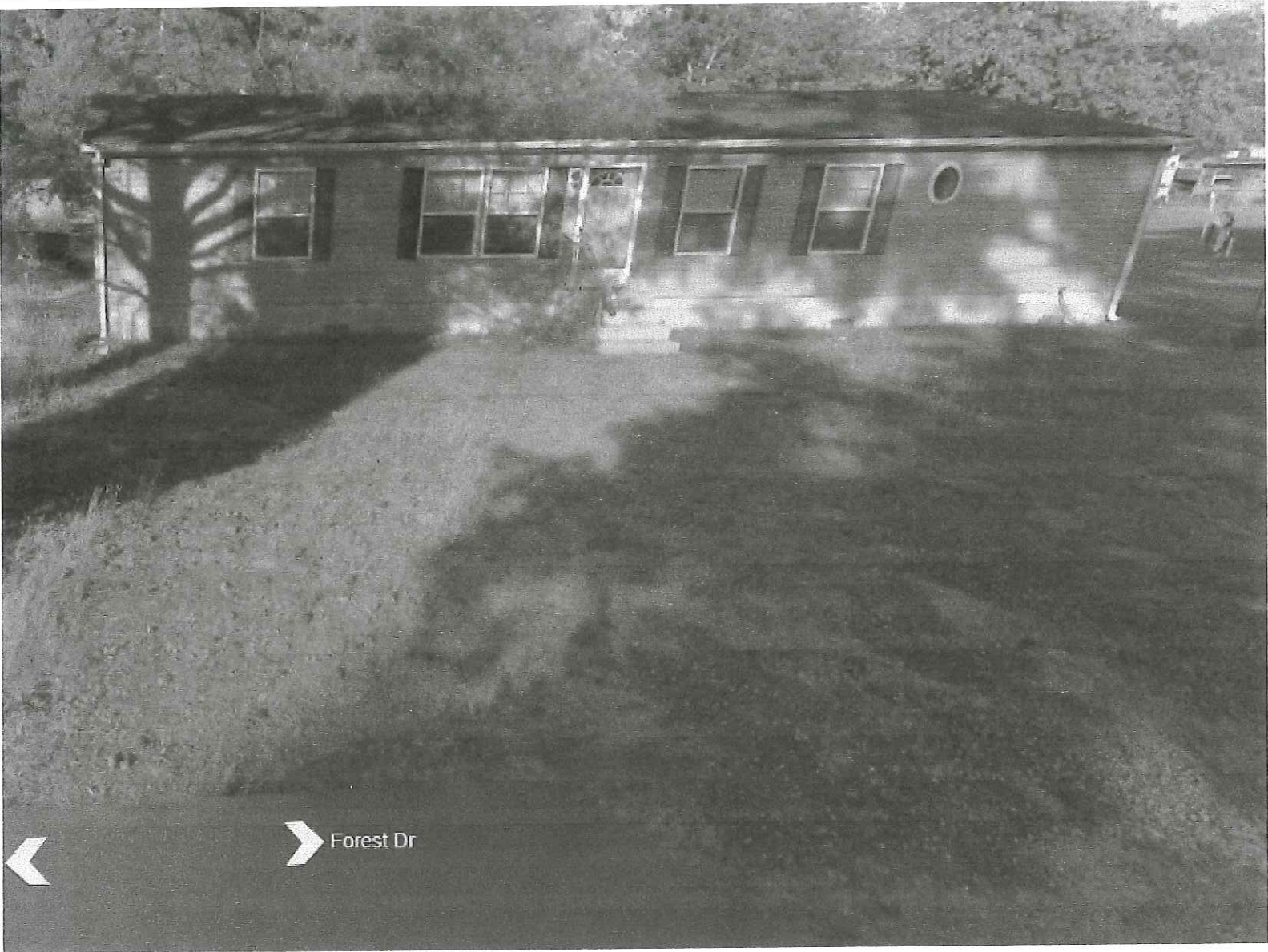
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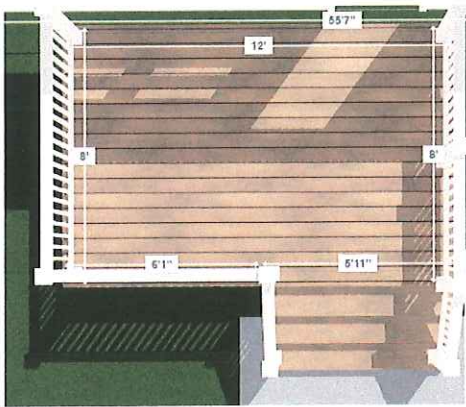


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P.L.S. 711











# Sussex County



PIN:	234-34.08-95.00
Owner Name	SCHAEFER WILLIAM A & MARY BETH &
Book	2588
Mailing Address	2412 MARILYN DR
City	WILMINGTON
State	DE
Description	OAK ORCHARD
Description 2	FORREST DR LOTS 8
Description 3	10 T5359
Land Code	

## polygonLayer

Override 1

## polygonLayer

Override 1



Tax Parcels

911 Address

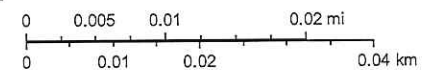


Streets



County Boundaries

1:564



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 # 12568  
Hearing Date 6/7  
202105806

Type of Application: (please check all applicable)

Variance ☒

Special Use Exception ☐

Administrative Variance ☐

Appeal ☐

Existing Condition ☐

Proposed ☒

Code Reference (office use only)

115-25 115-183

115-185

Site Address of Variance/Special Use Exception:

38825 BAYVIEW EAST, Selbyville, DE 19975

Variance/Special Use Exception/Appeal Requested:

side yard variance  
a 6.5' and 6" variance

Tax Map #: 533-19.00-132.00

Property Zoning: AR-1

Applicant Information

Applicant Name: MARY ANN BREWER

Applicant Address: 38825 BAYVIEW EAST

City Selbyville State DE Zip: 19975

Applicant Phone #: 703-909-0047 Applicant e-mail: UNPACKU@yahoo.com

Owner Information

Owner Name: SAME

Owner Address: SAME

City Selbyville State DE Zip: 19975 Purchase Date:

Owner Phone #:  Owner e-mail:

Agent/Attorney Information

Agent/Attorney Name: NA

Agent/Attorney Address:

City  State  Zip:

Agent/Attorney Phone #:  Agent/Attorney e-mail:

Signature of Owner/Agent/Attorney

MA Brewer

Date: 4/16/21





**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 house is set very far back on lot on water front property and lot is wider in front than the rear*

**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.

*The variance is required to allow owner to build a 24' x 25' garage without blocking more than half of the house frontage.*

**3. Not created by the applicant:**

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

*The applicant did not determine the placement of the house and therefore did not create the difficulty.*

**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 proposed garage with the variance will be similar in size and character to other properties in the neighborhood.*

**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.

*Applicant is asking for a 6' 4" of the 11' 6" setback from the neighbors property.*

Bayview Estates POA, Inc.  
38675 Sea Gull Road  
Selbyville, Delaware 19975  
(302) 436-8166

### ARCHITECTURAL REVIEW - VARIANCE APPLICATION

Use this form if your construction plans fail to meet restrictions set forth in the Amended Document of Covenants, Restrictions, Reservations and Easements of Bayview Estates POA, Inc.

Block 3  
SECTION  
10  
LOT

Date 12 Apr 21

Property Owner Mary Ann Brewer  
PLEASE PRINT

Phone # 703-909-0047

SIGNATURE

Address 38825 Bayview East

Mailing Address  
(If other than BVE)

Selbyville CITY DE STATE 19975 ZIP

Describe variance needed and attach a drawing. Indicate location of construction and why it will require the approval of this committee and of the Board of Directors. In most instances Sussex County will have to be notified, and if their approval is required, we will need a copy of their permit before we begin our approval process.

See Attached

### Adjacent Property Owners Endorsement / Disapproval

I/we own property adjacent to, or across from the applicant and completely understand the construction proposal and it's location on the above property.

**CHECK ONE**

☐ ENDORSE

☐ REJECT

Property Owner JOHN S. DIKSTOFARO / JANIS A. DIKSTOFARO  
PLEASE PRINT

John S. Dikstofaro  
SIGNATURE

Address 38815 Bayview E, Selbyville, DE 19975

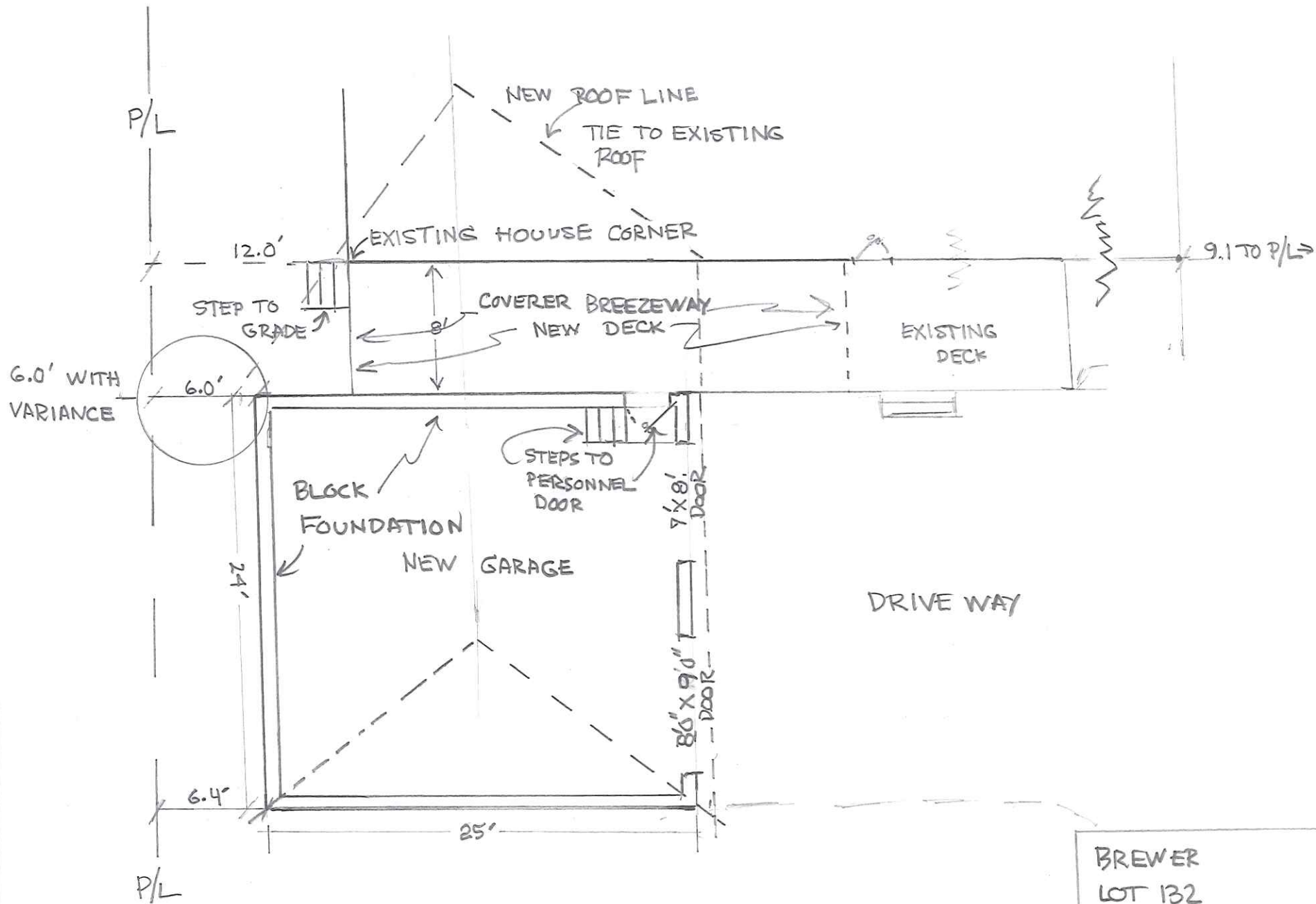




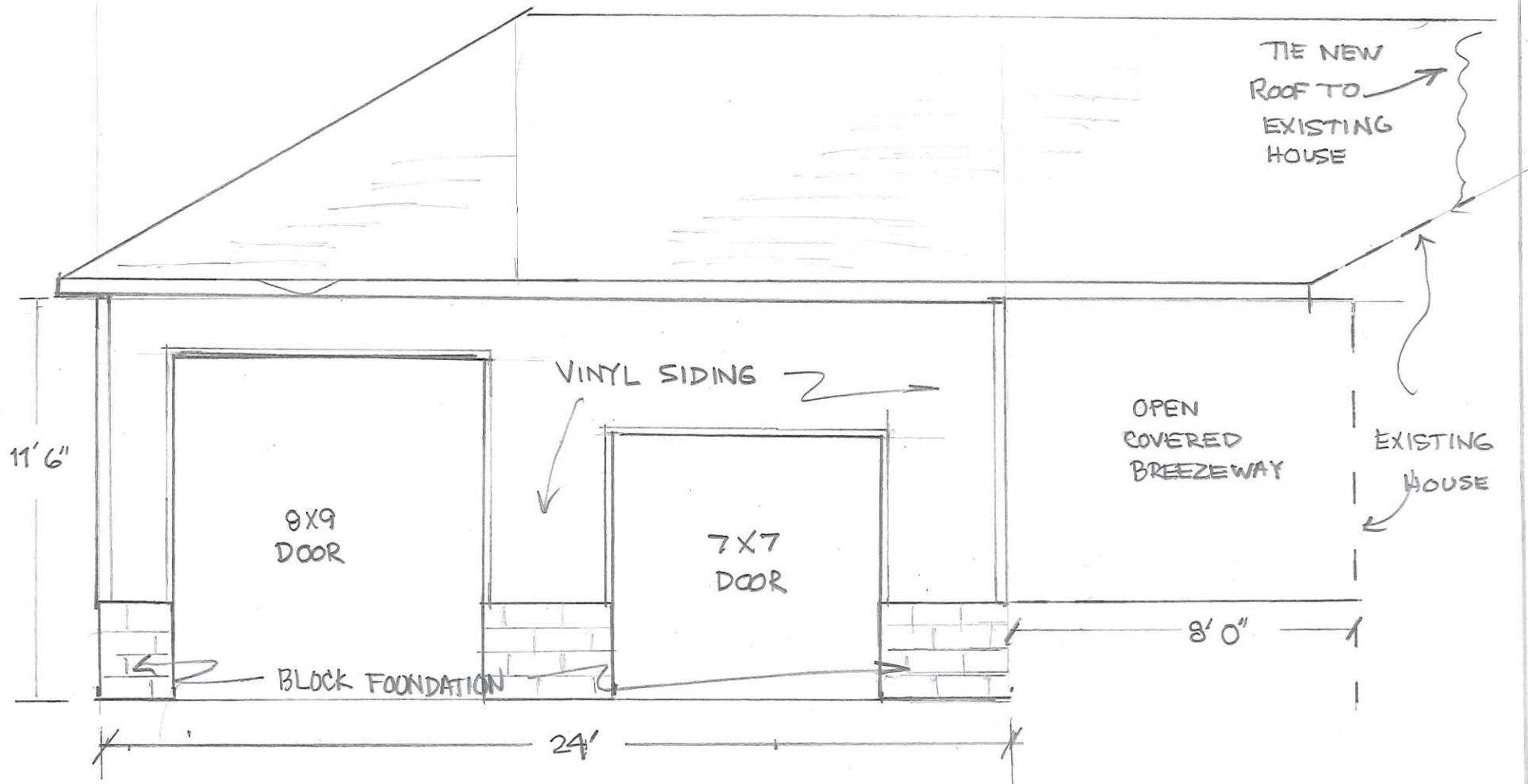








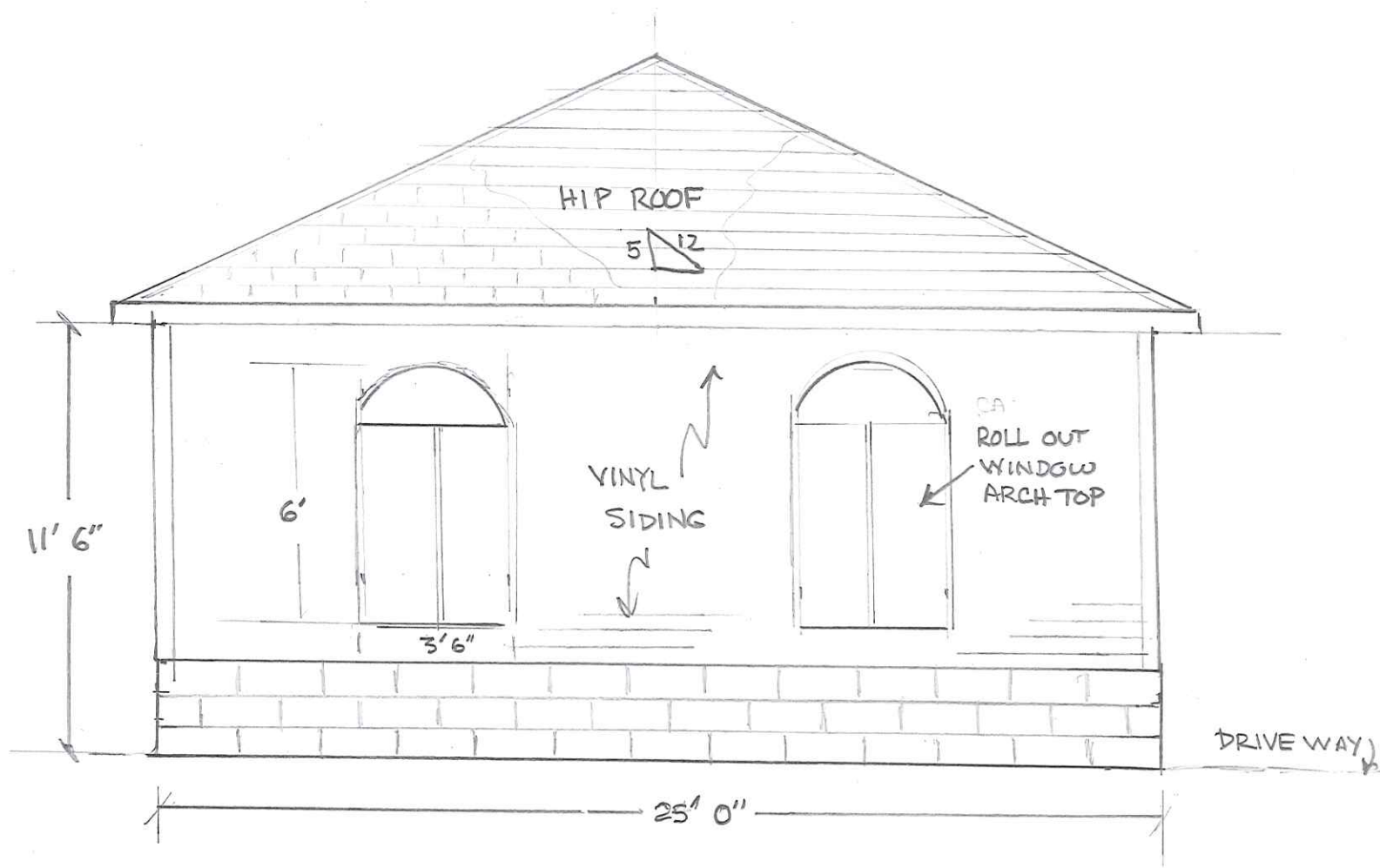
BREWER  
LOT 132  
BAYVIEW ESTATES



WEST ELEVATION

BREWER  
LOT 132  
BAYVIEW ESTATES





NORTH ELEVATION

BREWER  
LOT 132  
BAYVIEW ESTATES



# Sussex County



PIN:	533-19.00-132.00
Owner Name	BREWER MARY A
Book	4866
Mailing Address	38825 BAYVIEW E
City	SELBYVILLE
State	DE
Description	BAYVIEW ESTATES
Description 2	LOT 10 BLK 3
Description 3	N/A
Land Code	

polygonLayer

Override 1

polygonLayer

Override 1



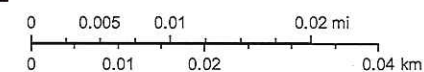
Tax Parcels

911 Address



Streets

1:564



April 16, 2021



**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 # 12569  
Hearing Date 6/7  
2021 05344

**Type of Application: (please check all applicable)**

Variance ☒

Special Use Exception ☐

Administrative Variance ☐

Appeal ☐

Existing Condition ☐

Proposed ☒

Code Reference (office use only)

115-25 115-183  
115-185

**Site Address of Variance/Special Use Exception:**

33173 Woodland Ct. S. Lewes DE. 19958

**Variance/Special Use Exception/Appeal Requested:**

would like to Build 26x28 garage w/ 8x18 lean to  
10ft w

10' from 20' reg. rear for proposed pole barn

Tax Map #: 2-34-12.17, parcel 108.00  
103.00

Property Zoning: AR-1

**Applicant Information**

Applicant Name: LISA + DAVID A. WENERS Sr. for.

Applicant Address: 33173 Woodland Ct. S.

City Lewes State DE Zip: 19958

Applicant Phone #: 302 218 4549 Applicant e-mail: wenzpen@comcast.net

**Owner Information**

Owner Name: LISA + DAVID A. WENERS Sr

Owner Address: 1104 BRANTIN Rd.

City Wilm State DE Zip: 19803 Purchase Date: \_\_\_\_\_

Owner Phone #: 302 218 4549 Owner e-mail: wenzpen@comcast.net

**Agent/Attorney Information**

Agent/Attorney Name: \_\_\_\_\_

Agent/Attorney Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Agent/Attorney Phone #: \_\_\_\_\_ Agent/Attorney e-mail: \_\_\_\_\_

**Signature of Owner/Agent/Attorney**

[Signature]

Date: 4/8/21



**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.

*We need space between the garage and dwelling to be able to use the property to its fullest.*

**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.

*If we don't move garage set back to 10 feet the garage will be too close to dwelling, and not line up with driveway area and our future plans for side porch.*

**3. Not created by the applicant:**

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

*There is no other place on property to put our proposed garage. The way dwelling is to the right on the lot also driveway. We also want to put a side porch in our future plans. This is all part of our vision for the property.*

**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 proposed garage will not alter the character of the property or neighborhood. It will enhance the look and increase the property value.*

**5. Minimum variance:**

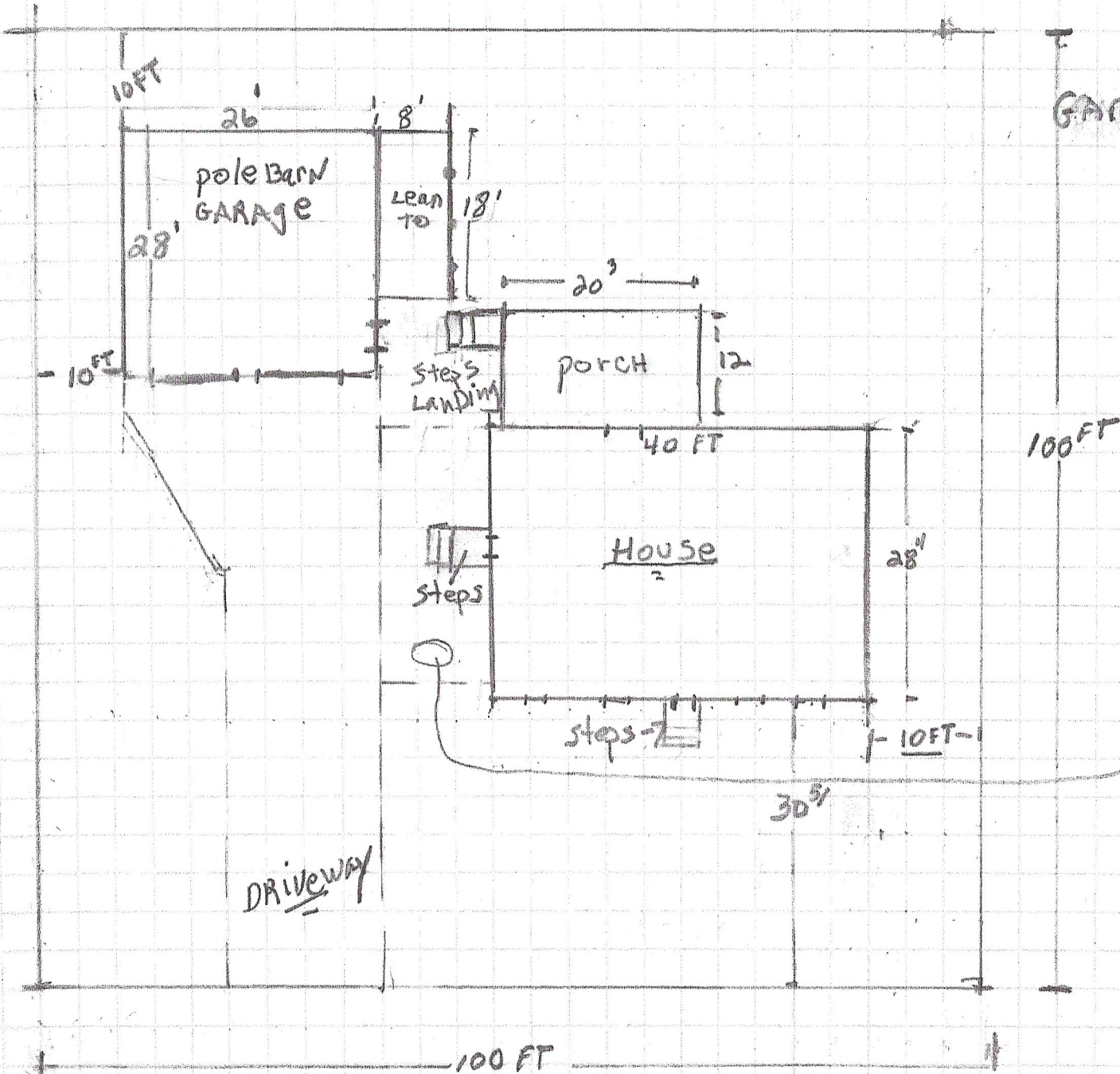
That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

*The proposed size of the garage will house the items we are putting inside. It will accommodate all of our needs and puts the garage far enough from the street.*



DAVID LISA Weyernd  
33173 Woodland Ct. S

proposed Detached  
GARAGE 26<sup>w</sup> x 28<sup>D</sup> x 10<sup>H</sup>  
with a Lean too  
8<sup>w</sup> x 18<sup>D</sup>



proposed  
Future screen porch  
12 x 26 side of House

□ 4 FT  
EACH square

26" x 28".



**(50' WIDE)**

26x28 pole Barn with attic 2 carrying  
w/ 8 x 18 lean too on interior side of  
property

**LEGEND:**

- O FOUND IRON BAR

APPROVED  
Existing Lot  
USL 7.10.16  
SUSSEX COUNTY  
PLANNING & ZONING COMMISSION

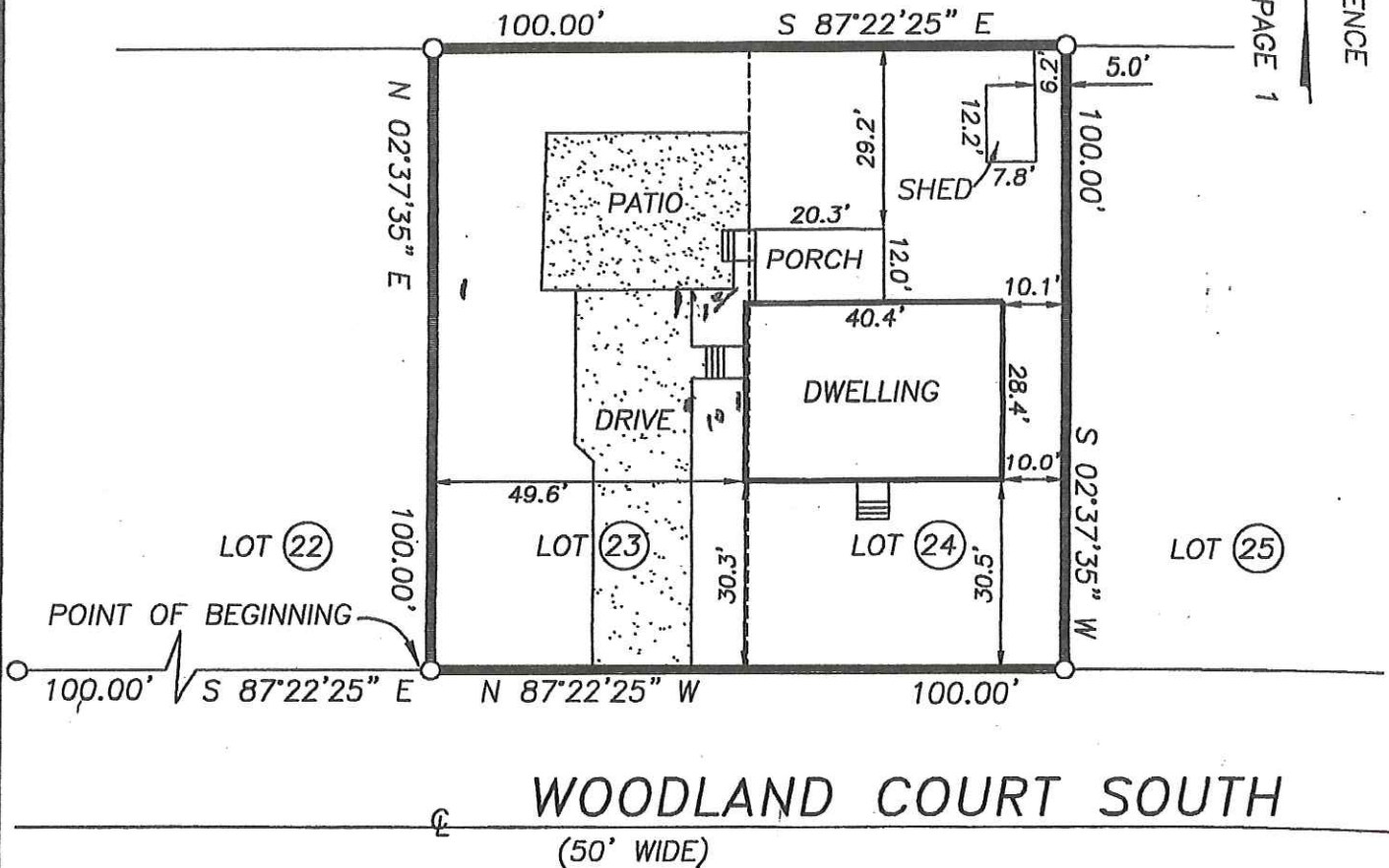
PREPARED FOR

LISA WENARD & DAVID A. WENARD, SR.



BEARING REFERENCE  
PLOT BOOK 8, PAGE 1

LANDS N.O.F.  
ANGOLA BY THE BAY PROPERTY OWNERS ASSOC.  
TAX MAP NO. 2-34-12.17, PARCEL 108.00



### NOTES:

- 1) CLASS "B", SUBURBAN SURVEY
- 2) SOURCE OF TITLE: DEED BOOK 646, PAGE 966
- 3) A TITLE SEARCH WAS NEITHER REQUESTED, PROVIDED OR UTILIZED FOR THIS SURVEY

### LEGEND:

○ FOUND IRON BAR

## BOUNDARY SURVEY PLAN

PREPARED FOR

LISA WENARD & DAVID A. WENARD, SR.

APPROVED  
Existing lot  
LPL 7.18.16  
SUSSEX COUNTY  
PLANNING & ZONING COMMISSION

# BUILDING LAYOUT

Building Layout Specially  
Prepared for:

David Wenerd



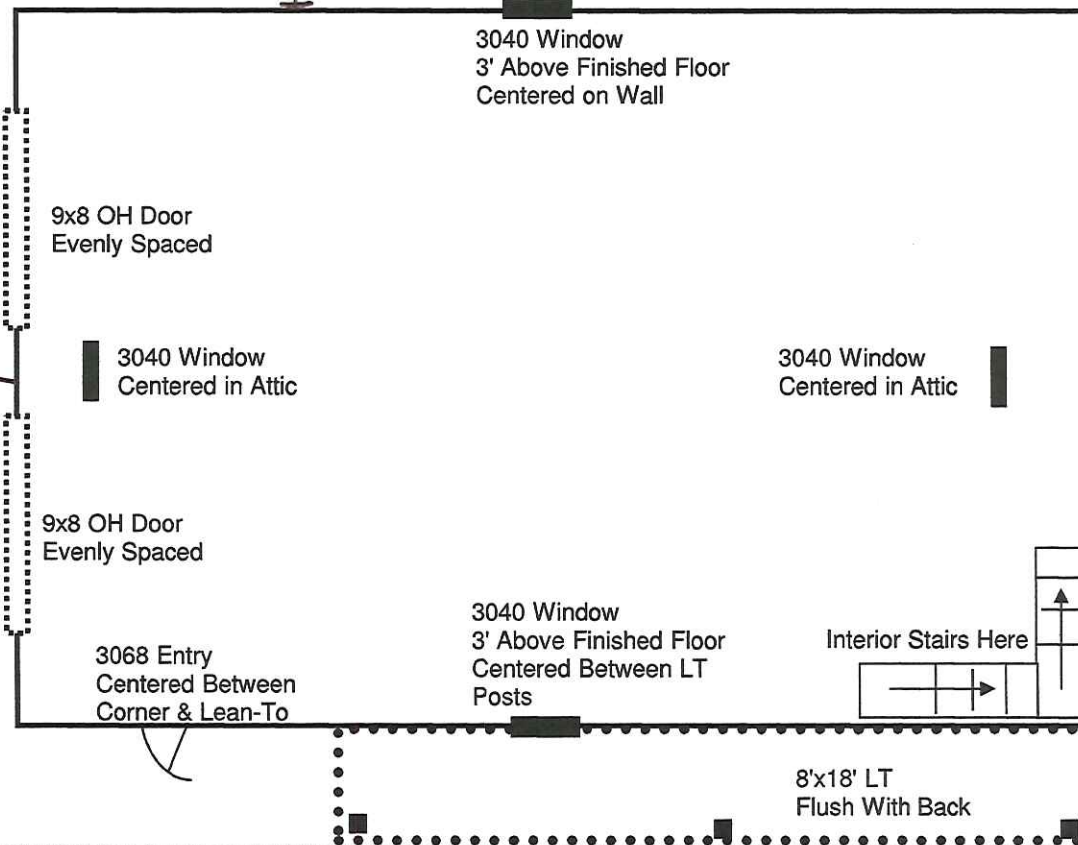
EAVE 28

GABLE

26

Front

Side



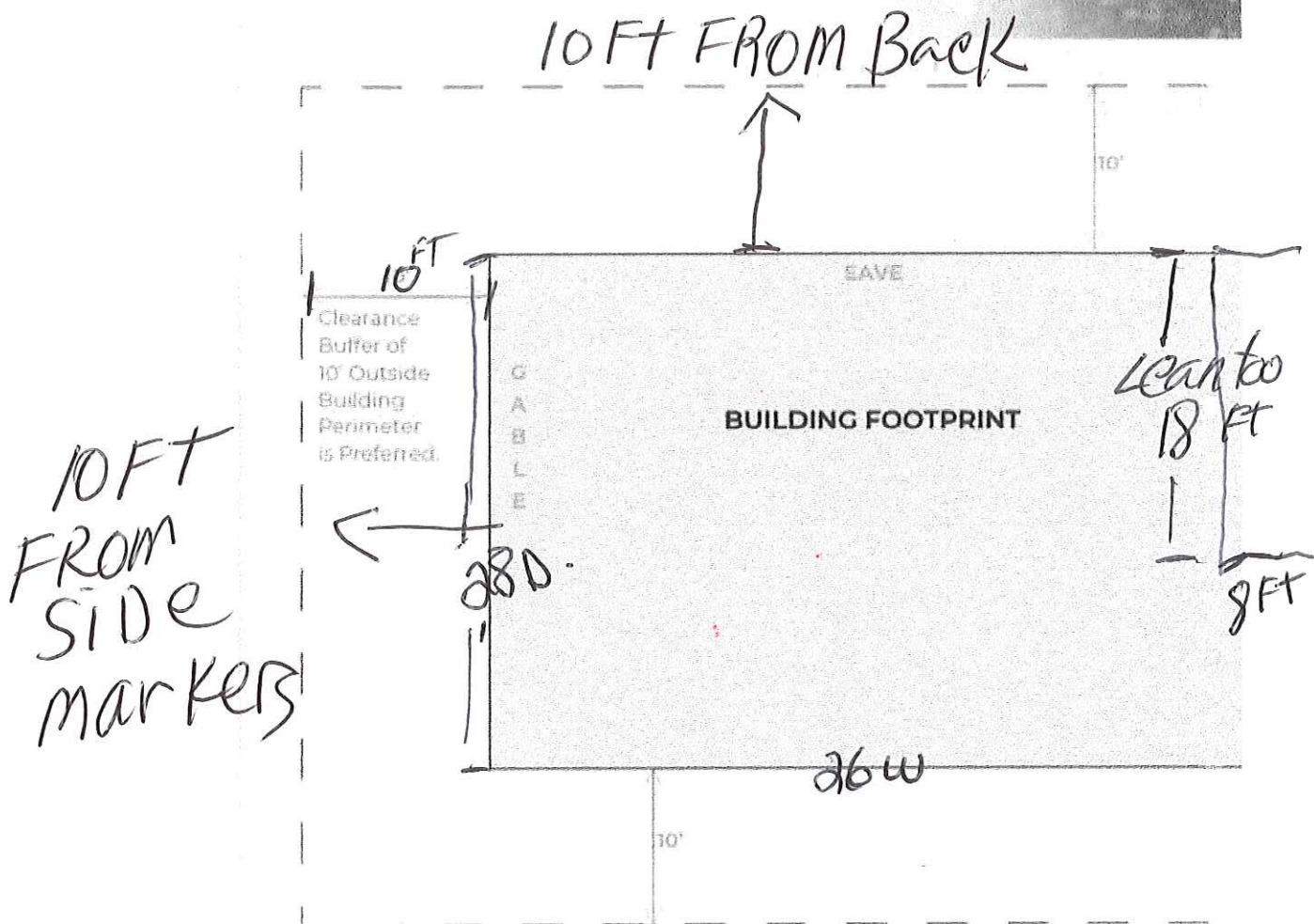
Sales Person Signature: \_\_\_\_\_ Date Signed \_\_\_\_\_

Customer Signature: David A Wenerd Jr Date Signed: 03/31/2021



partners.

Trucks can be up to 80' long and have minimum space requirements for delivery.



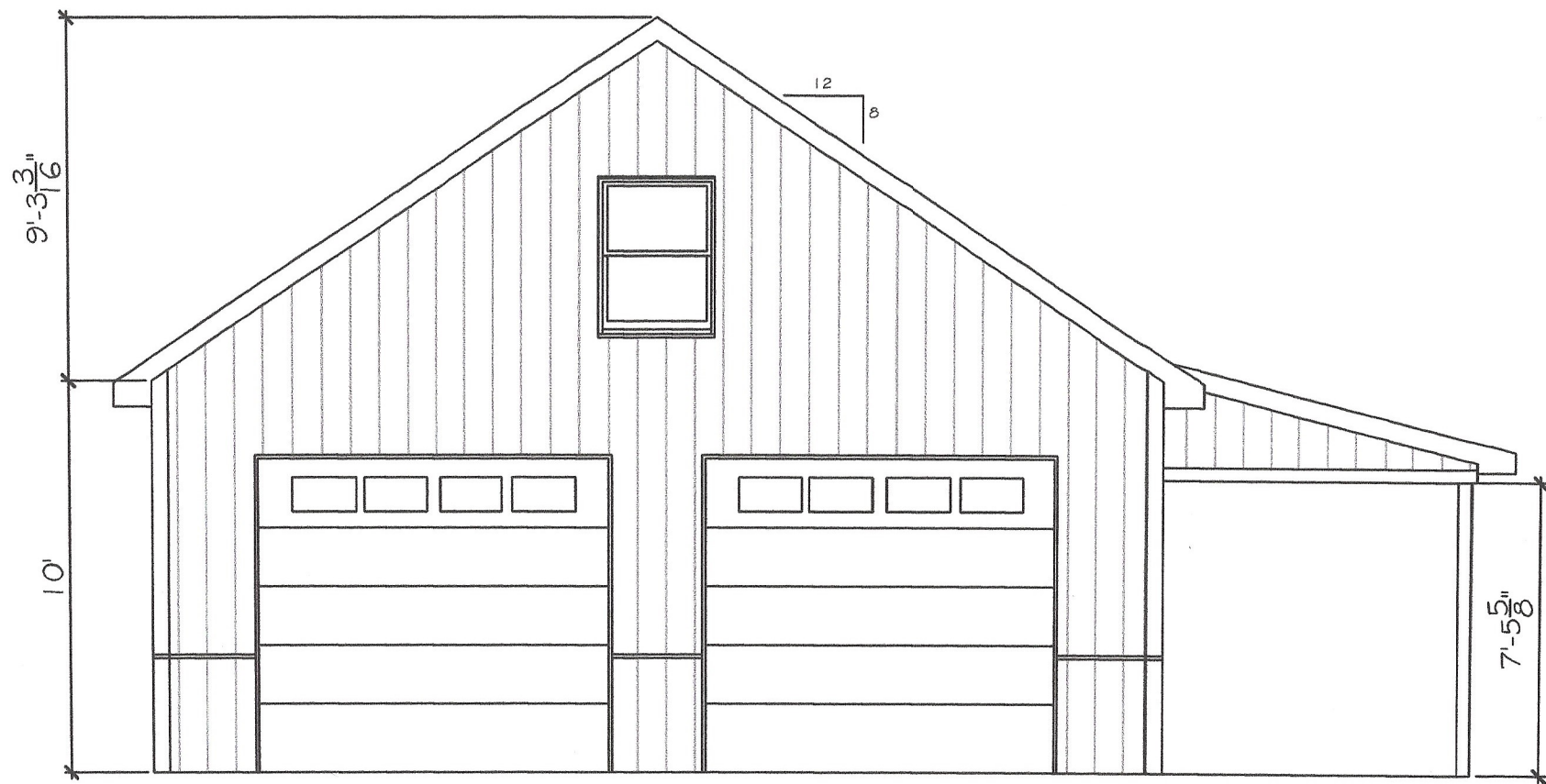
**iLovePoleBuildings**

David Lisa Wenerd Full Agreement

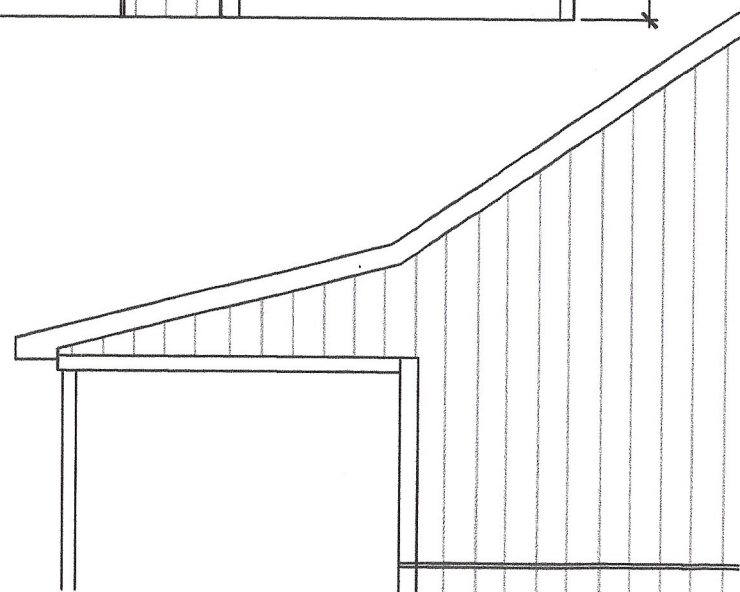
From Stephan Beachy

Need Help?

Save Progress



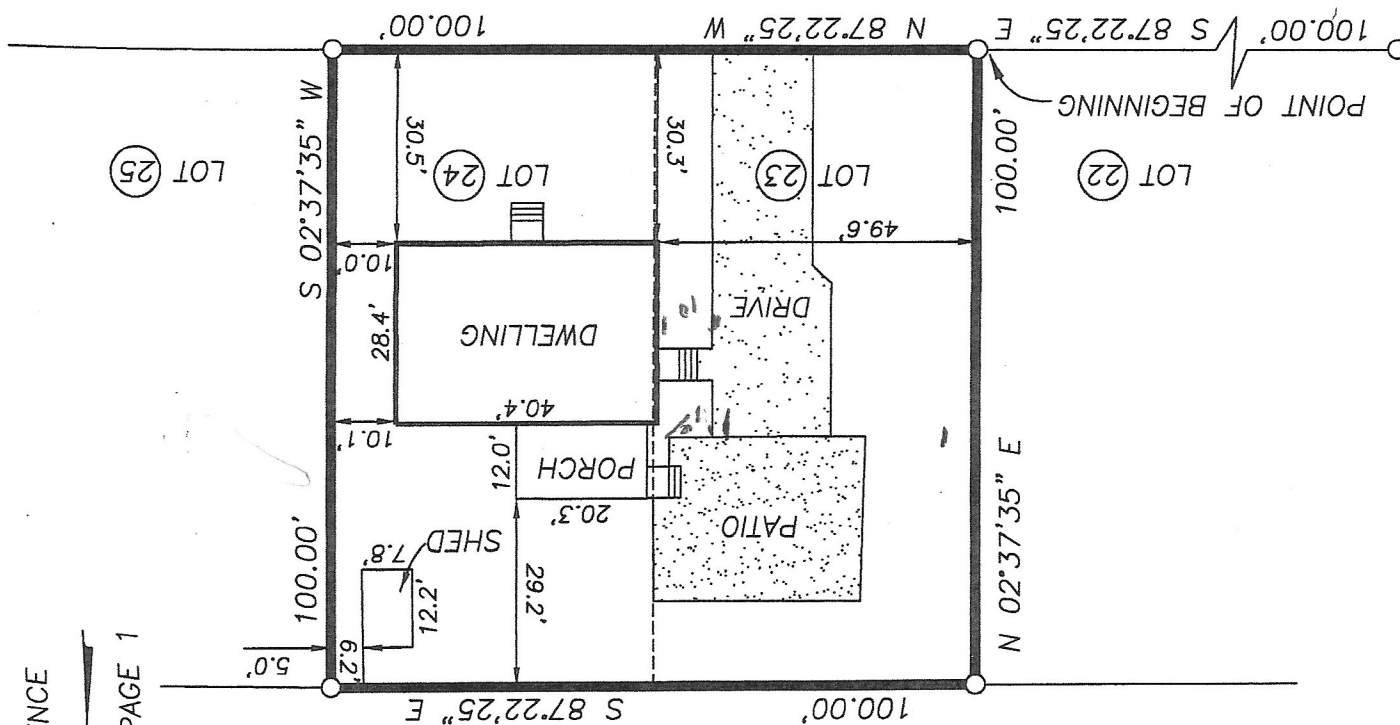
GABLE ELEVATION





BEARING REFERENCE  
PLOT BOOK 8, PAGE 1

LANDS N.O.F.  
ANGOLA BY THE BAY PROPERTY OWNERS ASSOC.  
TAX MAP NO. 2-34-12.17, PARCEL 108.00



WOODLAND COURT SOUTH

(50' WIDE)

### NOTES:

- 1) CLASS "B", SUBURBAN SURVEY
- 2) SOURCE OF TITLE: DEED BOOK 646, PAGE 966
- 3) A TITLE SEARCH WAS NEITHER REQUESTED, PROVIDED OR UTILIZED FOR THIS SURVEY

### LEGEND:

○ FOUND IRON BAR

APPROVED  
EXISTING LOT  
7.18.16  
SUSSEX COUNTY  
PLANNING & ZONING COMMISSION

PREPARED FOR

LISA WENARD & DAVID A. WENARD, SR.

FOR PROPERTY KNOWN AS

B. **Sheds, garages and other unattached Structures** must be located in the side or rear yard, (except that no structure may extend into the 15 foot side street yard of a corner lot).

- i. 600 sq. ft. in size or less - Structure must observe a 5 foot. setback from the side and rear property lines.
- ii. Over 600 sq. ft. in size - front property footage 100 ft. or less 10 foot setback from side and rear property line; front property footage over 100ft. 15 foot setback from side and rear property line.

#### D. FEES

Note: There is a twelve month limit from approval of the application of the completion of construction. Except as noted below, if, after twelve months, construction is incomplete, the deposit will be forfeited.

1. Additions under roof attached to existing house (living space, garage, carport);  
and free standing garage or carport

Application Fee:	\$75.00	Not Refundable
------------------	---------	----------------

Exterior Completion and  
Drywell/Drainage

Protection Fee:	\$350.00	Refundable at Exterior Completion and Approval and at Drywell and Drainage Completion and Approval.
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Total Fee:	\$425.00	
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2. Open Deck or Unattached Structure (fence, shower, shed)

Application Fee:	\$50.00	Not Refundable
------------------	---------	----------------

Exterior Completion and  
Drywell/Drainage

Protection Fee:	\$50.00	Refundable at Exterior Completion and Approval and at Drywell and Drainage Completion and Approval.
-----------------	---------	---

Total Fee:	\$100.00	
------------	----------	--

The **refund** application fee covers the cost the Association for processing this application, and is not refundable. The exterior completion fee and drainage protection fee are refundable when the dwelling and grading of the lot are substantially complete. Completion for the dwelling entails a finished roof, doors, windows, trim steps, decks, handrails exterior painting, as applicable, and siding. Grading completion entails final grading of both the lot and affected areas of the common grounds, a roadside swale, and a driveway. **House numbers** at least four inches high must be attached to the dwelling and must be clearly visible from the street. The contractor's signs and all stumps, brush, building materials, etc. must be removed. No driveway may be used by more than one residence. A suitable entrance to the driveway is required so that the driveway will not inhibit the flow of storm water. Unless otherwise approved by the Building Control Committee, a minimum of an eight inch diameter drain pipe must be installed under the driveway (s).

Angola By The Bay  
set Backs for Unattached structures.





# Sussex County



PIN:	234-12.17-103.00
Owner Name	WENERD DAVID A SR
Book	4572
Mailing Address	1104 BRANTIN RD
City	WILMINGTON
State	DE
Description	ANGOLA BY THE BAY
Description 2	LOTS 23 24
Description 3	N/A
Land Code	

polygonLayer

Override 1

polygonLayer

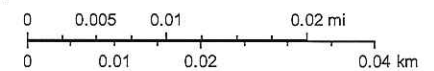
Override 1

☐ Tax Parcels

911 Address

☐ Streets

1:564



**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 # 12570  
Hearing Date 6/7  
202105951

**Type of Application: (please check all applicable)**

Variance ☐

Special Use Exception ☒

Administrative Variance ☐

Appeal ☐

Existing Condition ☐

Proposed ☐

Code Reference (office use only)

115-23 115-210

**Site Address of Variance/Special Use Exception:**

36470 Seaside Outlet Drive Rehoboth Beach DE 19971

**Variance/Special Use Exception/Appeal Requested:**

Special use exception to conduct temporary tent sale during 4th of July Season. Exact dates to be determined with goal of 6/22/2021 - 7/4/2021. Tent install to be completed 3 days before beginning sales date and removal 3 days after end sales date.

*\* Requesting up to a 5yr period*

Tax Map #: 334-13.00-325.16

Property Zoning: Commer

**Applicant Information**

Applicant Name: Elizabeth Saragosa-Ayer - Keystone Novelties Distributors LLC

Applicant Address: 201 Seymour Street

City Lancaster State PA Zip: 17603

Applicant Phone #: (717) 740-5616 Applicant e-mail: esayer@keystonenovelties.com

**Owner Information**

Owner Name: Tanger Properties Limited Partnership c/o Tanger Managment LLC

Owner Address: P.O. Box 414225

City Boston State MA Zip: 02241 Purchase Date: \_\_\_\_\_

Owner Phone #: (336) 834-6882 Owner e-mail: Stephanie.Weber@tangeroutlets.com

**Agent/Attorney Information**

Agent/Attorney Name: \_\_\_\_\_

Agent/Attorney Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Agent/Attorney Phone #: \_\_\_\_\_ Agent/Attorney e-mail: \_\_\_\_\_

**Signature of Owner/Agent/Attorney**

*Rick Seery*

Rick Seery  
2021.04.19 16:07:18  
-04'00'

Date: 04/19/2021





**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.

No - Request is consistent with current Zoning.

---

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)

Temporary Tent for retail sales - up to 14 days for each year leading up to the 4th of July Season.

*\* Syceer period  
being requested \**

---

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

Requesting special approval behind the 3 day currently available.

---



## Keystone Novelties Distributors, LLC

201 Seymour Street, Lancaster PA 17603  
Ph. 717-390-0844 Fax: 717-290-7774  
Info@keystonenovelties.com

---

April 19, 2021

Sussex County DE  
2 The Circle P.O. Box 589,  
Georgetown, DE, 19947

Attn: Chase Phillips,

We are again in the process of planning for our annual Fourth of July tent sale. I have included in this package everything that I believe is necessary for the purposes of applying for our permit and below is an outline of our intended event & supporting documents provided with this submittal.

Location/Hours & Documents:

- **Location of Sale:** 36470 Seaside Outlet Dr, Tanger Outlets Seaside, Rehoboth Beach, DE 19971
- **Sale Dates:** 6/22 through 07/04/2021
  - Tent is set a few days before & site is clear by July, 10th
  - Hours of Operation: 9am to 9pm Daily, 9am to 10:30pm on the 3<sup>rd</sup> & 4<sup>th</sup>.
- **Application(s) included:** Request for Special Exception
- **Letter of Permission:** Copy of lease
- **Plot Map Diagram:** Showing proposed tent location on the property
- **Insurance Certificates:** Liability &/or Workers Comp Ins. Certs. attached
- **Fees:** Check for \$ to pay for the permit, if no check is included please provide amount & instructions for prompt payment.

The tent will be put up a few days in advance and removed as soon as possible after July 5<sup>th</sup> but no later than July 10<sup>th</sup>. We post "No Smoking" & "Exit" signs at all egress points and have (2) fire extinguishers on hand at all times.

Should you have any questions or if anything has changed for this year, please call or email me at 717-390-0844 ext103 or [permits@keystonenovelties.com](mailto:permits@keystonenovelties.com).

Respectfully,

Field Operations Manager  
Keystone Novelties Distributors, LLC



## LIMITED LICENSE AGREEMENT

This Limited License Agreement ("Agreement") is entered into this 15<sup>th</sup> day of April, 2021, by and between Tanger Management, LLC, with an address of 3200 Northline Ave., Suite 360, Greensboro, NC 27408 ("Licensor") and **Keystone Novelties Distributors, LLC**, with an address of 201 Seymour St., Lancaster, PA 17603 ("Licensee").

**WHEREAS** Licensor manages a retail outlet shopping center at Tanger Outlet Center—(36470 Seaside Outlet Dr., Rehoboth Beach, DE 19971) (the "Shopping Center").

**WHEREAS** Licensee desires a non-exclusive right to enter upon and use a certain area of the Shopping Center, and Licensor desires to extend such right to Licensee, for the sole and limited purpose of conducting a Fireworks Tent Sale Event in the parking lot from June 17, 2021 until July 9, 2021 ("Event"), subject to the terms and conditions contained herein ("Purpose.")

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following terms.

1. **PREMISES:** Licensor hereby designates that portion of the Shopping Center, as shown on **Exhibit A** attached hereto, and made a part hereof, as the specific location within the Shopping Center which may be utilized by Licensee for the Purpose stated herein ("Premises."). Licensor reserves the right, in its sole discretion, to move or change the Premises within the Shopping Center which shall be utilized by Licensee for the Purpose hereof.
2. **SCOPE:** The scope of this agreement is outlined in **Exhibit B**.
3. **TERM:** The Term of this Agreement shall conform with the duration of the Event, beginning on the 17<sup>th</sup> day of June, 2021 at 10:00 AM Local Time, and terminating on the 9<sup>th</sup> day of July, 2021 at 7:00 PM Local Time per **Exhibit A** ("Term.")
4. **GENERAL USE:** Licensee shall use the Premises for the sole and exclusive Purpose stated herein and for no other purpose whatsoever. Licensee shall comply with and enforce all federal, state, and local laws, statutes, rules, ordinances, directives and regulations at all times. Licensee, its employees, agents, representatives and vendors, shall observe and abide by all rules and regulations applicable to the Shopping Center, including but not limited to designated parking areas and center hours. Licensee and Licensee's employees, agents, representatives and vendors, shall not cause or undertake any action which may reasonably interfere with, disrupt, or hamper the ingress or egress of customers, patrons, invitees or others on or about the Premises. Licensee and Licensee's employees, agents, representatives and vendors shall act in a professional courteous manner and shall adhere to all rules and regulations of the Shopping Center. Licensee and Licensee's employees, agents, representatives and vendors shall not harass, worry, pursue, or inconvenience customers, patrons, invitees or others on or about the Premises, and shall not interfere with, impede or otherwise disrupt the operations of the businesses of Licensor or its tenants. Licensor reserves the right, in its sole discretion, to remove from the Premises any employee, agent, representative or vendor of Licensee who fails to adhere to the terms of this Agreement or who is otherwise engaged in conduct which may be damaging to the property, reputation, employees, customers, or tenants of Licensor.



Licensee shall not make any modifications, installations, additions, or other changes to the Premises without the prior written approval of Licensor. Notwithstanding the foregoing, Licensee is expressly permitted to set up tables, chairs and other reasonable items and materials necessary to carry out the Purpose hereunder, provided however that Licensee shall remove, or cause to be removed, such items and materials from the Premises, pick up and properly dispose of trash, and leave the Premises in broom clean condition, no later than the close of business each day. Any damage done to the Premises, whether by Licensee, its employees, agents, representatives or vendors, shall be Licensee's responsibility, and Licensee shall make any and all repairs necessary to restore the Premises to the condition it was in, ordinary wear and tear excepted, at the time this Agreement was executed.

Licensee shall not use the "Tanger" name, mark, trademark, copyright, logo, sign, symbol or otherwise, or any derivative thereof, including but not limited to the use in any marketing or promotional materials, without the prior written consent and approval of Licensor.

**5. SIGNAGE:** Hand-written signs are expressly prohibited. All signage and displays must be of high quality and professional in appearance and are subject to the approval of Licensor who, in its sole discretion, may remove any non-conforming or objectionable signage or displays. No signage may be posted or attached on or to any location or mall surface, other than that of the Licensee's vehicle, without the prior express consent and approval of Licensor.

**6. FEES:** Licensee shall pay Licensor the sum of One Thousand Two Hundred Fifty Dollars (\$1,250.00). License fee due on or before June 17, 2021 in order to participate in the Event. In the event that Licensee fails to make payment in full on or before June 17, 2021, then this Agreement shall terminate and Tanger shall have no further obligations hereunder.

**7. DELIVERY CONDITIONS:** Licensee agrees to accept the Premises in its "as is" condition at the time of entry and occupancy. Licensor shall not be responsible for supplying any items or materials to the Premises, including but not limited to chairs, tables, or equipment. Licensee agrees that, upon expiration of the Term of this Agreement, Premises shall be returned to Licensor in the same condition as it was in at the commencement of the Term of this Agreement, ordinary wear and tear excepted.

**8. HAZARDOUS MATERIALS:** Licensee is expressly prohibited from possessing or using any materials, items, substances or products which are prohibited by law or which otherwise might be considered dangerous or hazardous, including but not limited to, chemicals, bio-hazard materials, flammable or combustible materials or substances, or other products that might potentially compromise the health, safety and wellbeing of others.

**9. ASSUMPTION OF RISK:** Licensee acknowledges and agrees that it assumes all risk for itself and its participants, employees, contractors or agents, at Licensee's sole cost and expense, for any and all damage, loss, theft, claims, or injury caused to any person, vehicle, personal property, equipment, merchandise and inventory, and/or any other item(s) ("Licensee's property") located on or about the Premises or used in connection with the Purpose, including but not limited to damage, destruction or injury caused by other individuals or customers, exposure to the elements, acts of nature, or the like.



**10. WARRANTIES:** Licensors make no representations or warranties, whether express or implied, as to the fitness of, condition of, or suitability of the Premises for the purpose intended and/or actual use of the Premises by Licensee. Licensors make no representation or warranties, whether express or implied, as to the number of customers or patrons who will be present during the Event or Term of this Agreement or the amount of sales or revenue which will be generated for Licensee.

**11. LICENSES AND PERMITS:** Licensee shall obtain and at all times maintain, at its sole cost and expense, any and all permits, authorizations and licenses necessary for it to engage in the Purpose and operate under this Agreement, and, upon request, shall make the same available to Licensors for inspection. Where required, all certifications shall be posted prominently so as to be clearly visible to the general public. It shall be Licensee's sole responsibility to obtain and procure any such required certifications, licenses and permits, and Licensors shall have no liability therefor. Licensee shall be solely liable and pay for any and all necessary fees, taxes or amounts in order for it to engage in the Purpose hereunder. Licensee shall comply with and enforce all federal state, and local laws and regulations at all times. Licensee's failure to comply with any obligation stated within this Paragraph shall be grounds for immediate termination of this Agreement by Licensors. In the event any fine, penalty, sanction, action or fee ("Claim") is assessed against either Licensors or Licensee for failure to comply with any provision of this section, Licensors shall have no liability therefore, and Licensee shall promptly notify Licensors of, pay, satisfy and resolve such Claim and indemnify and hold Licensors harmless.

**12. BUSINESS ETHICS STANDARDS.** Licensee shall maintain business ethics standards to avoid any impropriety or conflict of interest, or the appearance of any impropriety or conflict of interest, which could be construed to have an adverse impact on the Licensors. Licensee shall take reasonable actions to prevent any actions or conditions which could result in a conflict with the Licensors's stated interests under this Agreement. Kickbacks, cash payments, commissions, gifts, entertainment substantially discounted work, or other consideration as between Licensee and its representatives, agents or employees or their relatives or material suppliers or contractors or their employees or representatives which would be illegal, reasonably considered to be unethical, or done for the purposes of giving preferential treatment, is prohibited. By its execution of this Agreement, Licensee hereby certifies that it is generally familiar with the Tanger Factory Outlet Centers, Inc. Code of Business Conduct and Ethics adopted March 12, 2004, and as amended, and available at [www.tangeroutlet.com](http://www.tangeroutlet.com) by clicking on the links to Investor Relations/Corporate Overview/ Governance Documents/Code of Business Conduct and Ethics ("Tanger Ethics Code.") Licensee shall, and shall cause all of its employees, agents and contractors to, comply with all policies, requirements, and guidelines set forth in the Tanger Ethics Code in all respects pertinent to its dealings with Licensors and/or any affiliate thereof during the Term.

**13. LIABILITY:** In no event shall Licensors be liable for any loss, damage, theft, destruction, claim, injury or death, whether to person or property, arising out of or related to Licensee's use of the Premises, including but not limited to that caused by individuals, shoppers, exposure to the elements, acts of nature, fire, water, or other insurable hazards, and Licensee hereby releases Licensors from any and all liability hereunder. Licensee also expressly agrees that Licensors is released from any and all liability for and related to any and all consequential damages, special damages and claims for lost profits, as well as attorneys' fees.

**14. INDEMNIFICATION:** Licensee shall indemnify, defend and hold harmless Licensors and Licensors's agents, assigns, affiliates, managers, employees, and representatives from any and all claims arising from or in connection with Licensee's use and/or occupancy of the Premises, or engagement in the Purpose hereunder, including but not limited to personal injury, loss of life or limb, and/or property damage, destruction, or theft, whether caused by Licensee, its employees, agents, representatives or vendors.



**15. INSURANCE:** Licensee agrees to obtain and maintain, at its sole cost and expense, commercial general liability insurance and product liability insurance coverage at all times during the term of the Agreement and/or any extensions or modifications thereof. Licensors shall be named as an additional insured and loss payee on any and all such insurance policies. Said insurance policies may not be modified, reduced or canceled without at least thirty (30) days prior written notice to Licensors. A copy of the Certificate of Insurance evidencing the required coverage hereunder shall be delivered to Licensors contemporaneously with the execution of this Agreement. Failure to provide a valid Certificate of Insurance shall be grounds for Licensors to terminate this Agreement immediately. The required minimum insurance coverage is as follows:

GENERAL LIABILITY	Each Occurrence	\$ 1,000,000.00
	General Aggregate	\$ 2,000,000.00
AUTOMOBILE	\$ 1,000,000.00 Combined Single Limit	
WORKERS COMPENSATION	\$ 100,000 Employers Liability- Each Accident	
	\$ 100,000 Employers Liability- Disease Each Employee	
	\$ 500,000 Employers Liability- Disease Policy Limit	
ADDITIONAL INSURED	Tanger Management, LLC	
	Tanger Properties Limited Partnership	
	COROC/Rehoboth I, LLC	
	COROC/Rehoboth II, LLC	
	COROC/Rehoboth III, LLC	
CERTIFICATE HOLDER	Tanger Management, LLC	
	36470 Seaside Outlet Dr.	
	Rehoboth Beach, DE 19971	

**16. RIGHT TO TERMINATE:** Either party may terminate this Agreement without cause or further liability upon twenty-four (24) hours prior written notice to the other party. Either party may terminate this Agreement for cause immediately, upon written notice to the other party.

**17. NO HOLD OVER:** Upon expiration of the Term of this Agreement, Licensee shall vacate the Premises and remove all property, including but not limited to equipment, banners, signage and/or merchandise, in a reasonably expeditious manner. Licensee expressly agrees that under no circumstances shall Licensee hold over under this Agreement. Any property, merchandise, materials or equipment remaining on or in the Premises more than five (5) working days following the termination of this Agreement, shall be deemed abandoned, and Licensee expressly agrees that in such circumstance Licensors may enter into the Premises and dispose of or remove said property, without notice to Licensee, in Licensors's sole discretion and by Licensors's sole choice of method.

**18. NON ASSIGNMENT:** Licensee expressly understands and agrees that it may not assign, transfer or pledge in any manner the License created under this Agreement, or sublet the Premises or any part thereof, without the prior written consent of Licensors.



**19. RELATIONSHIP OF PARTIES:** Nothing contained herein shall be deemed or construed as creating a partnership, agency relationship, or joint venture by or between the parties. It is expressly understood and agreed that nothing contained herein, nor any acts of the parties hereto, shall be deemed or construed as creating any relationship other than that of licensor and licensee.

**20. CANCELLATION:** In the event that a Shopping Center is closed or unsuitable for an event as determined within Licensor's sole discretion, or closed due to events beyond Licensor's reasonable control and without its fault or negligence, including, but not limited to, acts of God, pandemic, governmental or legal mandate or action, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions or boycotts, fires, explosions or floods, then (i) Licensor shall be excused from its obligations hereunder without liability with regard to that particular Shopping Center and event; (ii) Licensee shall be entitled to a pro-rata refund with respect to that particular Shopping Center; and (iii) both Parties shall work together to attempt to reschedule the event at the Shopping Center at another mutually convenient time. In the event that the Parties cannot agree upon a time in which to reschedule, then both Parties shall be excused from their obligations hereunder with respect to that particular Shopping Center event.

**21. COVID-19. FORCE MAJEURE:** The Parties expressly acknowledge that they are voluntarily entering into this Agreement in the midst of the global COVID-19 pandemic. As such, they acknowledge that the events, or any part or portion thereof, may be interrupted, delayed, suspended, canceled or otherwise adversely affected, or a Party may be unable to perform under the terms of this Agreement, and that each Party may incur costs and expenses or suffer losses or damages (collectively "Losses") as a result or consequence, including but not limited to the cost of procuring and shipping the beverage samples to the Shopping Centers. Each Party, for itself, its officers, directors, employees, subsidiaries, affiliates, successors and assigns, hereby fully assumes the risk that COVID-19 and its impact may cause it to suffer Losses or prevent it or the other Party from performing (including but not limited to the closure of a Shopping Center to the public.) Each Party therefore agrees to hold the other Party harmless from any Losses incurred arising from or related to the COVID-19 pandemic.

**22. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Shopping Center is located.

**23. SEVERABILITY:** Should any provision of this Agreement be held as invalid, illegal, or void by a court of competent jurisdiction, then that provision shall be struck and severed from the body of the Agreement, but all remaining provisions shall remain in full force and effect.

**24. ENTIRE AGREEMENT:** This Agreement represents the entire agreement of the parties, and all prior verbal statements, discussions and other writings are deemed merged herein. This Agreement may not be modified, altered or amended unless in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereby agree to the terms of this Agreement on this the date first above written.

**LICENSOR**

**Tanger Management, LLC**

By: \_\_\_\_\_  
Title: Its Authorized Agent

**LICENSEE**

**Keystone Novelties Distributors, LLC**

By: John F May  
Title: Its Authorized Agent



## Exhibit A

Location:

Tanger Outlets – Rehoboth  
Rehoboth Beach, DE



Approved location

*M*

## Exhibit B

### Scope of the event

#### **Event Details:**

Fireworks Tent sale set up in the parking lot per Exhibit A. Sale dates from June 21 – July 5, 2021.

**Pricing: \$1,250 + 10% sales over \$12,500**

**Fees due June 17, 2021, % sales due July 9, 2021**



## WAIVER OF LIABILITY

The undersigned agrees to unconditionally defend, release, hold harmless, and indemnify Tanger Management, LLC, Tanger Properties Limited Partnership, COROC/Rehoboth I, LLC, COROC/Rehoboth II, LLC, COROC/Rehoboth III, LLC and all related and affiliated entities (collectively "Tanger") officers, directors, agents, and employees, from and against any and all liability, claim, loss, damage, injury, death, costs (including attorney's fees), or expenses of any kind whatsoever, arising out of, resulting from or sustained as a result of the undersigned's presence and work upon the premises known as the Tanger Outlet Center, 36470 Seaside Outlet Drive, Rehoboth Beach, DE 19971 ("Premises.").

Due to the fact that the undersigned does not carry or maintain certain standard insurance policies which Tanger requires in order for a contractor to work upon the Premises, the undersigned hereby understands and agrees that the aforestated waiver is a material consideration and condition precedent to being allowed to engage in work upon the Premises.

DATE: 4/16/2021

NAME: John F May  
Please print

SIGNATURE: John F May

COMPANY NAME: Keystone Novelties Distributors, LLC

STREET ADDRESS: 201 Seymour Street

CITY/STATE/ZIP: Lancaster, PA 17603

PHONE NUMBER (DAY): 717-290-7770

## Certificate Of Completion

Envelope Id: C23BA55A15324DD080E3D8FFE668B96E  
 Subject: Please DocuSign: REH C-32188 Keystone .pdf  
 Source Envelope:  
 Document Pages: 9  
 Certificate Pages: 5  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:  
 Stephanie Weber  
 Stephanie.Weber@tangeroutlets.com  
 IP Address: 104.46.0.26

## Record Tracking

Status: Original  
 4/16/2021 7:43:51 AM  
 Holder: Stephanie Weber  
 Stephanie.Weber@tangeroutlets.com

Location: DocuSign

## Signer Events

John F May  
 jfmay@keystonenovelties.com  
 Managing Director  
 Keystone Novelties Distributors, LLC  
 Security Level: Email, Account Authentication  
 (None)

## Signature

*John F May*

Signature Adoption: Pre-selected Style  
 Using IP Address: 73.188.103.67

## Timestamp

Sent: 4/16/2021 7:52:30 AM  
 Viewed: 4/16/2021 8:11:08 AM  
 Signed: 4/16/2021 8:22:52 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/16/2021 8:11:08 AM  
 ID: f820f6ce-f7f7-497f-8e9d-7ccd2341029d

Jessica Dalton  
 Jessica.Dalton@tangeroutlets.com  
 VP of Specialty Leasing  
 Tanger Management, LLC  
 Security Level: Email, Account Authentication  
 (None)

Sent: 4/16/2021 8:22:54 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/21/2021 7:46:27 PM  
 ID: a63c2c08-61ef-44cf-a58d-9d5cb3e1ba05

Stephanie Weber  
 stephanie.weber@tangeroutlets.com  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

Amy Schnerr  
 Amy.Schnerr@tangeroutlets.com  
 Tanger Management, LLC  
 Security Level: Email, Account Authentication  
 (None)

**VIEWED**

Using IP Address: 23.25.190.33

Sent: 4/16/2021 7:50:27 AM  
 Viewed: 4/16/2021 7:52:29 AM



Certified Delivery Events	Status	Timestamp
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Electronic Record and Signature Disclosure:  
 Accepted: 7/1/2020 8:05:06 AM  
 ID: fba80b06-a2fb-43dd-b044-99193888092a

Carbon Copy Events	Status	Timestamp
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Tracey Hatley  
 hatleytracey@gmail.com  
 Security Level: Email, Account Authentication  
 (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/16/2021 7:50:27 AM
---------------	------------------	----------------------

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Tanger Management, LLC - Operations (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Tanger Management, LLC - Operations:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

### **To advise Tanger Management, LLC - Operations of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [operations@tangermanagement.com](mailto:operations@tangermanagement.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Tanger Management, LLC - Operations**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [operations@tangermanagement.com](mailto:operations@tangermanagement.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Tanger Management, LLC - Operations**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Tanger Management, LLC - Operations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Tanger Management, LLC - Operations during the course of your relationship with Tanger Management, LLC - Operations.



LOCATION NAME: **REHOBOTH BEACH DE TANGER**  
PROPERTY OVERVIEW

- LOCATION ADDRESS: **36470 SEASIDE OUTLET DR, REHOBOTH BEACH, DE 19971**





• LOCATION NAME: **REHOBOTH BEACH DE TANGER**  
TEMPORARY TENT FOR RETAIL SALES LAYOUT

• LOCATION ADDRESS: **36470 SEASIDE OUTLET DR, REHOBOTH BEACH, DE 19971**

LEGEND:



PORT-A-JON

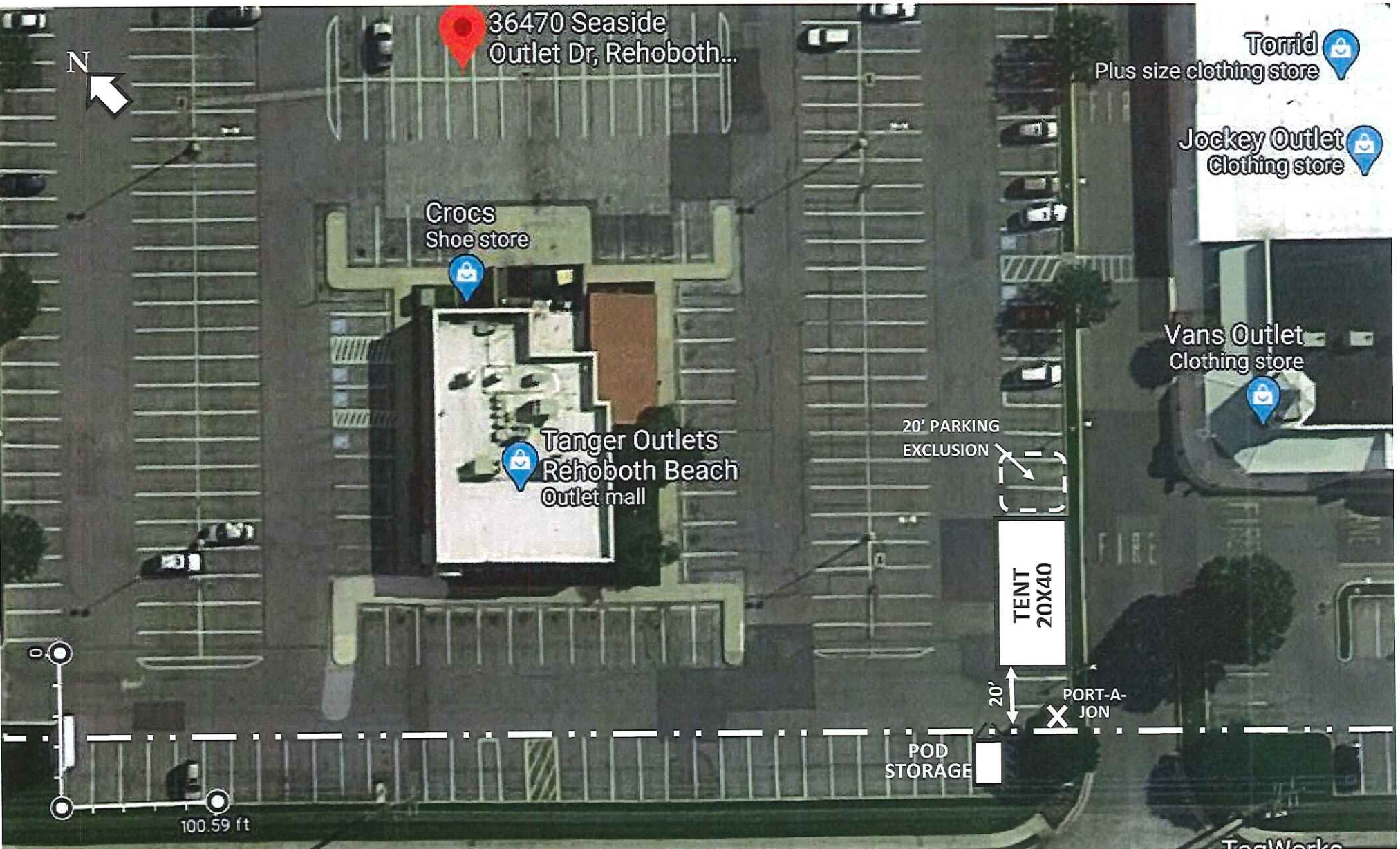


GENERATOR

TENT



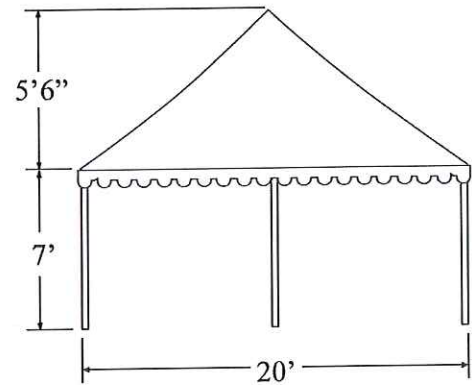
STORAGE UNIT







40' long , supports 10 feet on center



example of what a tent might look like in a parking lot



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b> 216-658-7101
	<b>PHONE (A/C, No, Ext):</b> 216-658-7100	
<b>INSURED</b> Keystone Novelties Distributors LLC 201 Seymour Street Lancaster PA 17603	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Everest Indemnity Insurance Co.	<b>NAIC #</b> 10851
	<b>INSURER B:</b> Axis Surplus Ins Company	26620
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 379658383**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			S18ML00041-201	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			P-001-000241749-02	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
Group Code: 17603

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Sussex County



PIN:	334-13.00-325.16
Owner Name	COROC/REHOBOTH III LLC
Book	2931
Mailing Address	3200 NORTHLINE AVE STE
City	GREENSBORO
State	NC
Description	N/RT 1
Description 2	1050' W/RT 271
Description 3	#
Land Code	

## polygonLayer

Override 1

## polygonLayer

Override 1

Tax Parcels

911 Address

Streets

County Boundaries

## Flood Zones 2018

0.2 PCT ANNUAL CHANCE FLOOD HAZARD

A

AE

AO

OPEN WATER

VE

2007 Head of Tide Wetlands (not regulatory)

Municipal Boundaries

1:2,257

