JAMIE WHITEHOUSE, AICP, MRTPI
DIRECTOR OF PLANNING & ZONING
(302) 855-7878 T
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jamie.whitehouse@sussexcountyde.gov

Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

To: Sussex County Planning Commission Members
From: Jamie Whitehouse, Director, Department of Planning & Zoning; Lauren DeVore, Planner III, Jenny Norwood, Planner I, Christin Headley, Planner I, Nicholas Torrance, Planner I and Chase Phillips, Planner I
CC: Vince Robertson, Assistant County Attorney
Date: August 20, 2020
RE: Other Business for the August 27, 2020 Planning Commission Meeting

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This memo is to provide background for the Planning Commission to consider as a part of the Other Business to be reviewed during the August 27, 2020 Planning Commission meeting.

Tower Hill (2018-17) (F.K.A. The Groome Property) KS

Final Subdivision Plan & Landscape Plan

This is a Final Subdivision Plan and Landscape Plan for a proposed cluster subdivision to consist of two-hundred and ninety-two (292) single-family lots accessed off New Road (S.C.R. 266). The site will also include amenities such as a pool, clubhouse, and associated improvements. The Preliminary Subdivision Plan was approved with conditions by the Planning and Zoning Commission at their meeting of Thursday, November 29th, 2018. Condition "D" of the Conditions of Approval requires a 6-ft tall berm to be planted within the 50-ft buffer along the northwest boundary of the subject site to provide a visual buffer from the active shooting area adjacent to this development. The Condition also clarifies that "this berm shall not be required in wetland areas or in areas containing known archaeological or historical artifacts." Staff have received two letters and supplemental map from Mr. Edward Otter which outlines that several areas within the proposed buffer area on the northwest portion of the site were identified as containing archaeological or historic artifacts. Additionally, the applicant has confirmed that there are no active shooting sites adjacent to the property which require visual screening and that there are wetlands on the northern portion of the property east of Lynn Road. The applicant has stated that a draft archaeological report will be made available on approximately April 1st of 2021 with a final report to follow when all detailed analysis has been completed. The Final Site Plan otherwise complies with the Sussex County Zoning and Subdivision Code. Tax Parcels: 335-8.00-2.00 & 2.02. Zoning: AR-1 (Agricultural Residential Zoning District). Staff are in receipt of all agency approvals.

The Villas at Walden (S-18-82) BM

Amenities Plan

This is an Amenities Plan for The Villas at Walden, a development consisting of one hundred (100) townhouses with a pool house to be located off of Sloan Rd. The Amenities Plan consists of a 1,540 square foot pool, 283 square foot pool house, 108 square foot equipment room, and other site improvements. The Preliminary Site Plan with amenities placeholder was approved by the Planning Commission at their meeting of Thursday, December 20, 2018. The Planning and Zoning Office approved the Final Site Plan on March 4, 2019. The Amenities Plan complies with the Sussex County Zoning Code. Tax Parcel: 234-17.00-29.00. Zoning District: MR (Medium Density Residential Zoning District). Staff are in receipt of all agency approvals.

Coastal Corner (S-19-12) (CU 2130) (F.K.A. Fred Hudson Property) BM

Final Site Plan

This is a Final Site Plan for 16 townhome units, a pool with a pool house and 40 parking spaces. The townhome units will be located on the northeast corner of Cedar Neck Road (S.C.R. 357) and Fred Hudson Road (S.C.R. 360). The Preliminary Site Plan was approved with conditions by the Planning and Zoning Commission at their meeting of Thursday, April 25th, 2019. Tax Parcels: 134-13.00-72.00 & 72.01. Zoning: MR (Medium Density Residential Zoning District). Staff are in receipt of all agency approvals.

Hardy Self-Storage of Bridgeville (S-20-26) KH

Preliminary Site Plan

This is a Preliminary Site Plan for 14 proposed 2,500 square-foot mini-storage buildings with a 660 square foot office. The storage units will be located on the northeast side of Sussex Hwy. (Rt. 13) and the southwest side of Seashore Hwy (Rt. 404). The site contains a Wellhead Protection Area which obtained a variance on August 15, 2019 in order to modify the protection perimeter to accommodate the proposed site design. Additionally, the site was granted a 55-ft variance from the required 60-ft front yard through BOA Case No. 12237 which was approved on February 5, 2019 and reduced the front yard setback to 5-ft. Tax Parcel: 131-15.00-24.03. Zoning: C-1 (General Commercial Zoning District). Staff are awaiting agency approvals.

Dollar General - Lincoln (S-20-27) KH

Preliminary Site Plan

This is a Preliminary Site Plan for 9,100 square foot Dollar General retail store and 30 parking spaces. The Dollar General will be located on the south side of Johnson Rd. (S.C.R. 207). The applicant is requesting a modification in the parking layout with 15 parking spaces proposed within the front yard setback, as well as a providing 30 parking spaces where 39 spaces are required The Preliminary Site Plan complies with the Sussex County Zoning Code. Tax Parcels: 230-5.20-43.00 & 230-6.17-1.01. Zoning: AR-1 (Agricultural Residential Zoning District) & B-1 (Neighborhood Business Zoning District). Staff are awaiting agency approvals.

Lands of Martin L. Ross HW

Minor Subdivision off a 50' easement

This is a Preliminary Subdivision Plan for a minor subdivision off a 130.07-acre parcel to create two (2) lots. Lot 1 will consist of 10.00 acres, and lot 2 will consist of 16.22 acres. The residual lands will consist of 103.85 acres. This property is located off Whitesville Road (S.C.R. 64), and the proposed 50-ft easement will be over an existing driveway. The Preliminary Subdivision Plan complies with Sussex County Zoning and Subdivision Code. Tax Parcel: 532-16.00-14.00. Zoning: AR-1 (Agricultural Residential Zoning District.) Staff are in receipt of all agency approvals.

Lands of Whaley HW

Minor Subdivision off a 50' easement

This is a Preliminary Subdivision Plan for a minor subdivision of a 3.00-acre parcel into a 1.00-acre lot off an existing 50-ft easement. The property is located off Hudson Road (S.C.R. 458) in Laurel, Delaware. Tax Parcel: 332-9.00-8.02. Zoning: AR-1 (Agricultural Residential Zoning District). Staff are awaiting agency approvals.

Edward Otter, Inc.
Archaeology
Cemetery Studies
Historical Research

1704 Camden Avenue
Salisbury, Maryland 21801
410 572 5993
443 880 2339
eotter20@comcast.net

August 18, 2020

Ms. Lauren DeVore
Planner III
Department of Planning & Zoning
2 The Circle
P.O. Box 417
Georgetown, DE 19947

RE: Tower Hill - Residential Subdivision (Groome Church) Archaeological Update

Ms. DeVore:

Archaeological analysis of the materials recovered from the Tower Hill project is on-going. Covid-19 has impacted our operations on a couple different fronts, slowing some aspects of the work.

We removed approximately 10 tons of soil for fine screen recovery along with thousands of oyster and clam shells, pottery fragments, and stone artifacts. We have recently completed screening the soil collecting the smaller items contained in it. Recovered from the soil are numerous animal bone fragments, charcoal such as nut fragments and seeds, stone and ceramic artifacts. We have yet to complete the identification and tabulation of those artifacts.

Samples have been sent for analysis. We have carbon 14 dates from five features ranging from about 1280 AD to 1580 AD. Conversations with pollen, phytolith, and botanical analysts indicate we have recovered a variety of plant remains that can speak towards the diet and environment during the period defined by the carbon 14 dates. Faunal analysis has not begun but numerous small fish bones are present along with deer, turkey, turtle, and other animal remains. A detailed study of seasonality based on clam shell analysis is planned but has been delayed. I expect some participation in various analyses of shells from Temple University faculty and students although details of that have not been worked out.

To date, I have some portions of a report drafted covering the earlier portions of the project. Archaeological site forms have been submitted to the State. I anticipate a draft report around March or April of 2021 although it will not be all of the detailed analysis that is planned. For example, the clam study will require at least a year of collecting living samples to establish a baseline for seasonal growth that will serve as a guide for interpreting the archaeologically recovered shells. The report should be sufficient to describe the work conducted and provide at least preliminary results of analyses.

August 18, 2020

Edward Otter, Inc.

Please be aware, this is a large undertaking that is providing new information about life during the late prehistoric period in lower Delaware. This is information that can only be learned through archaeology. If you have any questions regarding this work please feel free to reach out to me.

Sincerely

Edward Otter

Edward Otter, Ph.D.
President, Edward Otter, Inc.

DELAWARE HEALTH AND SOCIAL SERVICES
Division of Public Health

Office of Engineering
Phone: (302) 741-8640
Fax: (302) 741-8631

May 7, 2020

LEWES BOARD OF PUBLIC WORKS

APPROVAL TO CONSTRUCT
Tower Hill Connection
PWS #DE0000991
Approval #20W77

Mr. Josh Mastangelo
CMF Tower Hill, LLC
21 Village Green Drive, Suite 200
Ocean View, DE 19976

Dear Mr. Mastangelo:

As provided by Section 2.11 of the *State of Delaware Regulations Governing Public Drinking Water Systems*, you are granted approval to connect Tower Hill to the existing main in accordance with the plans submitted by Solutions Integrated Planning Engineering & Management, LLC. The plans consist of:

1. Transmittal letter dated April 30, 2020.
2. Two copies of the plans entitled "Tower Hill" dated November 29, 2019 and revised March 30, 2020.

These plans, as noted, are made a part of this approval. This approval is granted subject to the enclosed list of conditions. It is the owner's responsibility to ensure as-built drawings are maintained throughout all phases of construction. Prior to receiving an Approval to Operate, the Office of Engineering requires one set of as-built drawings, including profile markups and the following changes:

- Additional valve(s) may be needed on Waterline J/ Shepard Loop on sheet 69 to conduct directional flushing.
- Profile mark-ups will be required where the proposed sewer mains cross Waterline F at station 2+00 on sheet 72, profile on sheet 80 and Waterline B at station 3+50 on sheet 74, profile on sheet 80.

The Office of Engineering recommends detectable tracer tape that is three inches wide and blue in color to be installed directly above all water mains larger than two inches in diameter.

I am sending one set of plans with a copy of this approval to Solutions IPEM, LLC that is signed and dated by the Office of Engineering.

Concrete encasement (Waterline B station 1+45 on sheet 80) is not a valid exception as listed in the ***Recommended Standards for Water Works 2018 Edition*** and is not recommended for C900 PVC piping (sheering can occur). Where sanitary or storm sewers are being installed and the minimum 18 -inch vertical separation or 10-foot horizontal separation cannot be maintained:

1. Such deviations may allow installation of the water main closer to a sewer, provided that the water main is laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer at such an elevation that the bottom of the water main is at least 18 inches above the top of the gravity sewer.
2. The sanitary sewer pipe materials and installation shall meet the requirements of Sections 8.1 and 8.7, or otherwise approved by the reviewing authority. Pipe shall be pressure tested to ensure water tightness.
3. The storm sewer materials shall be as approved by the reviewing authority and shall be pressure tested to ensure water tightness.

Additional consideration shall be given where the proposed 6-inch sanitary force main crosses the future 12-inch water main on sheet 73.

Should you have any questions regarding this matter, please feel free to contact Bill Milliken at (302) 741-8646.

Plans reviewed by:

William J. Milliken, Jr.
Engineer III
Office of Engineering

Sincerely,

William J. Milliken
for

Doug Lodge, P.E.
Supervisor of Engineering
Office of Engineering

cc: Janelle Cornwell, Sussex County Planning & Zoning
Kevin Neilson, Public Service Commission
Jim Eriksen, P.E., Solutions IPEM, LLC
Darrin Gordon, Lewes Board of Public Works
Ashley Kunder, Office of Drinking Water

1. The approval is void if construction has not been started by May 7, 2021.

2. The project shall be constructed in accordance with the approved plans and all required conditions listed in this Approval to Construct. If any changes are necessary, revised plans shall be submitted and a supplemental approval issued prior to the start of construction. As-built plans including profile mark-ups must be submitted to the Office of Engineering after construction has been completed.

3. Representatives of the Division of Public Health may inspect this project at any time during the construction.

4. This approval does not cover the structural stability of any units or parts of this project.

5. The water system shall be operated in conformance with the *State of Delaware Regulations Governing Public Drinking Water Systems*.

6. All wells, pipes, tanks, and equipment which can convey or store potable water shall be disinfected in accordance with the current AWWA procedures. Plans or specifications shall outline the procedure and include the disinfectant dosage, contact time, and method of testing the results of the procedure. (Recommended Standards for Water Works 2018 Edition 2.15)

7. Water mains crossing sanitary and storm sewers should be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the sewer, and the water main should be above the sewer. At crossings, one full length of water pipe should be located so both joints will be as far from the sewer as possible. Special structural support for the water and sewer pipes may be required. In cases where it is not practical to maintain an 18-inch separation, the Division may allow deviation on a case-by-case basis if supported by data from the design engineer.

8. Water mains should be laid 10 feet horizontally from any existing or proposed sanitary or storm sewers. The distance should be measured edge to edge. In cases where it is not practical to maintain a 10-foot separation, the Division may allow deviation on a case-by-case basis if supported by data from the design engineer.

9. All chemicals, materials, mechanical devices, and coatings in contact with potable water shall comply with National Sanitation Foundation/American National Standards Institute Standards (NSF/ANSI) 60 and 61 and shall be inert, nontoxic, and shall not import any taste, odor, or color to the water.

10. Sufficient valves should be provided so that inconvenience and sanitary hazards will be minimized during repairs. Valves should be located at not more than 500-foot intervals in commercial districts and at not more than one block or 800-foot intervals in other districts.

11. There shall be no connection between the distribution system and any pipes, pumps, hydrants, or tanks whereby unsafe water or other contaminating materials may be discharged or drawn into the system.

12. Fire hydrant drains shall not be connected to or located within 10 feet of sanitary sewers, storm sewers, or storm drains.

13. Prior to usage of water from this new well, water plant, storage plant, or distribution system, approval for the water quality must be obtained from the Division of Public Health.

14. The water system should be capable of providing at least 25 psi at ground level at all times throughout the distribution system.

15. All plastic pipe utilized in this drinking water system shall be approved for potable water use (NSF-pw). If any piping is joined with solder or flux, the solder and flux shall be lead free (less than or equal to 0.2 percent lead).

16. All water lines should be buried to a depth of at least 3 feet.

17. A Certificate of Public Conveniences and Necessity should be acquired from the Public Service Commission, (302) 739-4247.

18. Dead end mains shall be equipped with a means to provide adequate flushing. Temporary blow-off may be required at the end of phasing and/or until they are tied into future water mains.

19. This approval is for the distribution system only. Plans and specifications for all well plumbing, pumps, storage (including any interior coatings), and treatment must be submitted to and approved by this office prior to their installation.

20. The approval is subject to immediate revocation upon violation of any of the preceding conditions.

21. All other local (county/city/town) approvals or permits needed must be obtained prior to beginning construction.

22. Upon completion of construction and before the system is placed into operation, a "Notice of Completion" must be submitted to the Office of Engineering. Before placing the system into operation, the following must be adhered to:
    a. Submit a set of as-built plans with profile markups to the Office of Engineering.
    b. Obtain an Approval to Operate from the Office of Engineering.

August 11, 2020

Mr. Josh Mastrangelo
c/o Solutions, IPEM
303 North Bedford Street
Georgetown, DE 19947

RE: Tower Hill Subdivision

Dear Mr. Mastrangelo:

A Sediment and Stormwater Management Plan has been reviewed for compliance with the Sediment and Stormwater Regulations and is approved with conditions (see attached). Enclosed herein please find a copy of the approved application form and approved plan sets. Please retain a copy for your use and provide the contractor with a copy to be retained onsite at all times. Failure to keep an approved plan onsite is a violation of the approved plan.

Approval of a Sediment and Stormwater Plan does not grant or imply a right to discharge stormwater runoff. The owner/developer is responsible for acquiring any and all agreements, easements, etc., necessary to comply with State drainage and other applicable laws.

This plan approval pertains to compliance with the *Delaware Sediment and Stormwater Regulations*. Please understand that the approval of this plan does not relieve you from complying with any and all federal, state, county, or municipal laws and regulations.

As of January 1, 2014, the Sussex Conservation District began collecting financial guarantees to ensure the construction of stormwater management practices is accomplished in accordance with the approved sediment and stormwater plan. Please refer to the SCD Policy on Bonds located on our website at *Sussexconservation.org*. If you have any questions concerning the aforementioned, please do not hesitate to call 302 856-7219.

Sincerely,
Jessica Watson
Jessica Watson queue
Program Manager

JW/jmg

cc: Janelle Cornwell

CONDITIONS OF APPROVAL

NOTIFICATION

1. This approved plan will remain valid for 5 years from the date of this approval. If construction does not begin within five years, the approved plan will be considered to have expired, and must be resubmitted to the District for a new review. In addition, if work is not completed within the five-year timeframe, the District must be contacted and a request for an extension submitted. Depending on regulation changes, a new plan may need to be submitted to ensure that all stormwater management facilities are constructed to the most recent standards.
2. Submittal of the Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activities together with this approval of the detailed Sediment and Stormwater Plan provide this project with Federal permit coverage to be authorized to discharge storm water associated with construction activities. It is the owner's responsibility to ensure that permit coverage remains valid throughout construction by submitting the NOI fee annually as requested. The developer is responsible for weekly self-inspection reporting to be retained onsite.
3. Notify the Sussex Conservation District Sediment and Stormwater Management Section of your intent to begin construction in writing five (5) days prior to commencing. Failure to do so constitutes a violation of the approved plan.

CHANGES

4. This project is to be undertaken in accordance with the plans submitted and as approved. If changes are necessary at any time during the completion of the project, submit revised plans, prior to further construction, to the Sussex Conservation District Sediment and Stormwater Program for review and approval of the revision.
5. Should ownership change during the construction period, a revised plan must be submitted for approval showing the new owner's signature on the owner's certification. In addition, a Transfer of Authorization form must be submitted to DNREC to transfer Federal permit coverage to the new owner.

CONSTRUCTION AND CLOSEOUT

6. A pre-construction meeting must take place before any land disturbing activity begins. The meeting may take place on site and be attended by the owner, contractor, design consultant, Certified Construction Reviewer and Sussex Conservation District Sediment and Stormwater Program Construction Reviewer. The owner or the owner's designee shall contact the Sussex Conservation Construction Reviewer to schedule the pre-construction meeting.
7. Keep available onsite, during all phases of construction, a copy of the approved Sediment and Stormwater Management Plan.
8. Keep available onsite, during all phases of constriction, copies of the Developers weekly self-inspection reports and/or the CCR Reports.
9. Any sediment transported off-site to roads or road rights-of-way including ditches shall be removed. Any damage to ditches shall be repaired and stabilized to original condition.
10. Grading shall not impair surface drainage, create an erosion hazard, or create a source of sediment to any adjacent watercourse or property owner.
11. Failure to implement the permanent stormwater management practices as mentioned herein constitutes a violation of the conditions of this plan approval; it may result in the suspension or revocation of building permits or grading permits issued by the local jurisdiction; and it may result in legal action by the DNREC to bring the site into compliance with the approved Sediment and Stormwater Management Plan and the *Delaware Sediment and Stormwater Regulations*.
12. The permanent stormwater management facility or facilities must be constructed and accepted by the Sussex Conservation District Sediment and Stormwater Program prior to final closeout of the project site. Post construction verification documentation of the stormwater management facility or facilities must be completed as soon as construction of the facility or facilities is complete so that any necessary modifications may be made during the construction period.

DETAILED SEDIMENT AND STORMWATER MANAGEMENT PLAN APPLICATION

NAME OF PROJECT: Tower Hill

PROJECT DESCRIPTION: Residential Subdivision

LOCATION OF PROJECT: Intersection of New and Lynn Road

PROJECT TAX MAP NUMBER: 335-8.00-P2.00 & 2.02

PROJECT COORDINATES (*center of site-decimal degrees*) LAT: 38D 45' 53" N LONG: 75D 10' 20" W

TYPE OF PROJECT: Residential WATERSHED: Broadkill River

NUMBER OF LOTS: 292 TOTAL ACRES: 134.3 +/- DISTURBED ACRES: 113.8 +/-

APPLICANT'S CONTACT INFORMATION

FIRST NAME: Josh LAST NAME: Mastrangelo

COMPANY NAME: CMF Tower Hill, LLC

ADDRESS: 21 Village Green Dr.

CITY: Ocean View STATE: DE ZIP: 19976

PHONE NUMBER: 302-297-9215 FAX NUMBER:

EMAIL ADDRESS: jmastrangelo@cmfa.com

CONSULTANT CONTACT INFORMATION

CONSULTANT/ENGINEER NAME: Solutions, IPEM

CONTACT PERSON/PROJECT MANAGER: Jim Eriksen

PHONE #: (302) 297-9215 FAX #: ( )

EMAIL ADDRESS:

SUSSEX CONSERVATION DISTRICT APPROVAL

REVIEWER: DATE: 8-11-2020

APPROVAL: DATE: 8/11/20

If ownership of this project changes during the construction period, Sussex Conservation District will require a new signed owner's certification statement.... In addition, the authorization to discharge stormwater under the regulations Part 2 Special Conditions for Storm Water Discharges Associated with Construction Activities, must be transferred by the original owner to the new owner, please contact DNREC for assistance at 302-739-9921.

DEC - 2 2019

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OWNER/DEVELOPER CERTIFICATION

- I/We certify that the information on this form and the attached plans are true and accurate to the best of my/our knowledge.
- I/We understand that DNREC/Delegated Agency may request information in addition to that set forth herein as may be deemed appropriate in considering this application.
- I/We will abide by the conditions of this approval as issued.
- I/We hereby certify that all clearing, grading, construction and/or development will be done pursuant to the approved plan, and that all responsible personnel involved in the land disturbing activities will have a Sediment and Stormwater Management Certification from DNREC/Delegated Agency.
- I/We hereby authorize the right of entry for periodic on site inspection by DNREC/Delegated Agency personnel and/or authorized agents.

OWNER/DEVELOPER SIGNATURE: _____ DATE: 11.18.19

OWNER/DEVELOPER PRINTED NAME: Josh Mastrangelo

AGENT AUTHOIZATION

(If this authorization form is completed with the application, all future correspondence may be signed by the duly authorized agent.)

I, _____, hereby designate and authorize the following identified agent to act on my behalf in the processing of this application and to furnish any information that is requested.

AGENT NAME: _____

AGENT ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

AGENT PHONE #: ( ) _____ FAX #: _____

EMAIL ADDRESS: _____

OWNER/DEVELOPER SIGNATURE: _____ DATE: _____

AGENT SIGNATURE: _____ DATE: _____

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Please attach project Supplemental BMP Data Sheet to the Detailed Sediment and Stormwater Management Plan Application.

PROJECT BMP DATA SHEET

List the BMP(s) utilized in the project stormwater management quantity and water quality strategy.

BMP NAME	BMP TYPE	ACRES TREATED	BMP LOCATION COORDINATES (@ BMP release point - decimal degrees)	
			LATITUDE	*LONGITUDE*
Wet Pond 1	Wet pond	4.8 +/-	38.7638	75.1776
Wet Pond 2	Wet pond	3.8 +/-	38.6763	75.1763
Wet Pond 3	Wet pond	10.1 +/-	38.7614	75.1746
Wet Pond 4	Wet pond	16.1 +/- 13.6	38.7651	75.1736
Wet Pond 5	Wet pond	6.2 +/-	38.7641	75.1722
Wet Pond 6	Wet pond	5.6 +/-	38.7644	75.1711
Wet Pond 7	Wet pond	9.0 +/-	38.7674	75.1739
Wet Pond 8	Wet pond	19.1 +/-	38.7657	75.1679
Wet Pond 9	Wet pond	7.3 +/-	38.7683	75.1708
Wet Pond 10	Wet pond	6.7 +/-	38.7672	75.1689
Wet Pond 11	Wet pond	8.6 +/-	38.7686	75.1689
Wet Pond 12	Wet pond	3.7 +/-	38.7700	75.1692
Dry Basin 1	Dry pond	6.8 +/-	38.7644	75.1767
Dry Basin 2	Dry pond	4.0 +/-	38.7678	75.1675
WET POND 13 ~~Infiltration Basin 1~~	Infiltration Basin	7.8 +/-	38.7628	75.1744

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799

Sussex County
DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

MICHAEL E. BRADY
DIRECTOR OF PUBLIC WORKS

July 30, 2020

Mr. Jim Eriksen, P.E.
Solutions, IPEM
303 N. Bedford Street
Georgetown, DE 19947

REF: **TOWER HILL**
SUBDIVISION NO. 2018-17
SUSSEX COUNTY TAX MAP NUMBER
335-8.00-PARCEL 2.00 - CLASS-1
AGREEMENT NO. 1102

Dear Mr. Eriksen:

The above referenced project was approved on July 30, 2020 and one (1) set of approved plans are enclosed. This approval is valid for three (3) years, unless prior to expiration of that three (3) year period, a time extension is requested and approved by the Department. Plans granted an extension beyond the three (3) period will be required to meet updated standards and specifications.

Also, it is your responsibility to secure approvals and/or permits that may be required by other regulatory agencies.

Please contact Mr. Gary Fleetwood of this Division to initiate pre-construction procedures for private roads and Mr. Keith Bryan in the Department's Division of Utility Engineering to initiate pre-construction procedures for sanitary sewer.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

SUSSEX COUNTY ENGINEERING DEPARTMENT

Jordan T. Dickerson
Public Works Technician IV

cc: Mr. Keith Bryan, w/2 enclosures
Public Works Field File, w/enclosure

OFFICE OF THE STATE FIRE MARSHAL
Technical Services

22705 Park Avenue
Georgetown, DE 19947

SFMO PERMIT

Plan Review Number: 2020-04-203790-MJS-03
Status: Approved as Submitted

Tax Parcel Number: 335-8.00-2.00
Date: 08/12/2020

Project

Tower Hill Subdivision

Tower Hill Subdivision

Lynn Road and New Road
Lewes DE 19958

Scope of Project

Number of Stories:
Square Footage:
Construction Class:
Fire District: 82 - Lewes Fire Dept Inc

Occupant Load Inside:
Occupancy Code: 9601

Applicant

Jim Eriksen
303 North Bedford Street
Georgetown, DE 19947

This office has reviewed the plans and specifications of the above described project for compliance with the Delaware State Fire Prevention Regulations, in effect as of the date of this review.

The owner understands that this construction start approval is limited to preliminary site construction and foundation work only. No other construction of any kind shall be permitted until the required building plan review is completed.

A Review Status of "Approved as Submitted" or "Not Approved as Submitted" must comply with the provisions of the attached Plan Review Comments.

Any Conditional Approval does not relieve the Applicant, Owner, Engineer, Contractor, nor their representatives from their responsibility to comply with the plan review comments and the applicable provisions of the Delaware State Fire Prevention Regulations in the construction, installation and/or completion of the project as reviewed by this Agency.

This Plan Review Project was prepared by:

Duane Fox
Fire Protection Specialist III

FIRE PROTECTION PLAN REVIEW COMMENTS

Plan Review Number: 2020-04-203790-MJS-03
Status: Approved as Submitted

Tax Parcel Number: 335-8.00-2.00
Date: 08/12/2020

PROJECT COMMENTS

1002 A This project has been reviewed under the provisions of the Delaware State Fire Prevention Regulations (DSFPR) UPDATED March 11, 2016. The current Delaware State Fire Prevention Regulations are available on our website at www.statefiremarshal.delaware.gov. These plans were not reviewed for compliance with the Americans with Disabilities Act (ADA). These plans were not reviewed for compliance with any Local, Municipal, nor County Building Codes.

1000 The site plans have been approved as submitted. The Office of DE State Fire Marshal has no objection to recordation.

1030 A This site meets Water Flow Table 2, therefore the following water for fire protection requirements apply: Main Sizes: 6" minimum. Minimum Capacity: 500 gpm @ 20 psi residual for 1 hour duration. Hydrant Spacing: 1,000' on center.

1180 A This report reflects site review only. It is the responsibility of the applicant and owner to forward copies of this review to any other agency as required by those agencies.

1190 A Separate plan submittal is required for the building(s) proposed for this project.

1130 A Provide a water flow test on the subdivision hydrant(s) once they have been installed, and before they are placed into service (DSFPR Part I, Section 4 4.2 and Part III, Chapter 3). Results are to be forwarded to this Agency for review.

1132 A Fire hydrants shall be color coded in accordance with the DSFPR, Part III, Section 3 4. This includes both color coding the bonnet and 2" reflective tape around the barrel under the top flange.

1232 A All threads provided for fire department connections, to sprinkler systems, standpipes, yard hydrants or any other fire hose connections shall be uniform to those used by the fire department in whose district they are located. DSFPR Part III,Section 1.1.5.1.

1332 A The distance between a fire hydrant and the fire lane shall not be greater than seven feet (DSFPR Part V, Chapter 5, Section 5 10.4).

1432 A The steamer connection of all fire hydrants shall be so positioned so as to be facing the street or fire lane. (DSFPR Regulation 705, Chapter 5, Section 10). The center of all hose outlet(s) on fire hydrants shall be not less than 18 inches above finalgrade (NFPA 24, Section 7.3.3).

1501 A If there are any questions about the above referenced comments please feel free to contact the Fire Protection Specialist who reviewed this project. Please have the plan review number available when calling about a specific project. When changes orrevisions to the plans occur, plans are required to be submitted, reviewed, and approved.

Jason Palkewicz

From: Josh Mastrangelo <jmastrangelo@cmfa.com>
Sent: Thursday, August 13, 2020 12:31 PM
To: Jason Palkewicz
Subject: FW: New Road - Byways
Attachments: Re: Tower Hill; towerhill_landscape_eastsidecommentsJK110718 (002).pdf; Tower Hill Landscape - FRANK KEA.pdf

---

From: Dan McGreevy <dmcgreevy@d2organization.com>
Sent: Thursday, December 13, 2018 9:56 AM
To: Irons, Mike <MIrons@khov.com>; Josh Mastrangelo <jmastrangelo@cmfa.com>
Subject: FW: New Road - Byways

Guys,
Attached is the frontage landscape deal with Lewes Byways.
Dan

From: Dan McGreevy
Sent: Thursday, November 29, 2018 11:34 AM
To: 'Gail Van Gilder' <gvangilder@comcast.net>; Jim Fuqua <jimf@fwsslaw.com>; 'Jason Palkewicz' <jpalkewicz@solutionsipem.com>
Subject: FW: New Road - Byways

Gail,

On behalf of D2 Organization and New Road Ventures DE, LLC I would like to thank you for your tireless efforts in creating a masterful New Road corridor plan. The Historic Lewes Byway Committee is in very good hands.

After several months of diligence from all parties involved I believe that collectively we have substantially defined a scope of work that is as detailed as we can achieve at this stage of the development process. Once we obtain a Preliminary Approval from Sussex County Planning and Zoning we will begin the detailed engineering design work in preparation for submitting construction plans to the relevant local and state agencies. At that time we are committed to engaging with you and Jim Klein to finalize the New Road Landscaping Plans.

The product of our work to date is defined by the following three attached documents and the balance of this email:

1. Jim Klein email of November 7, 2018 at 5:30PM with subject “Re: Tower Hill”
2. The attachment to that “Re: Tower Hill” entitled “towerhill_landscape_eastsidecommentsJK110718.pdf”
3. The Frank Kea landscape plan entitled “Tower Hill Landscape-Frank Kea”

The verbiage in Item 1) represents the general guidelines that we have agreed to apply to the landscaping plans for the New Road frontage of Tower Hill. Items 2) and 3) represent two proposed versions of those landscape plans. We here at D2 and New Road Ventures DE, LLC are committed to applying the concepts in Item 1) to the proposed plans in Items 2) and 3) to ultimately produce a Final New Road Landscaping Plan that is mutually agreeable to both parties. We will submit those plans to Sussex County and DelDOT (if required) for plan approval, and then install and maintain the

landscaping in accordance with applicable regulations and standards of installation and maintenance. We will further commit to obligate the HOA for Tower Hill to perpetually maintain the installed landscaping.

- Landscaping will be provided and installed by New Road Ventures DE, LLC and/or its assigns during the next planting season following the installation of infrastructure immediately adject to or part of the area of landscaping.
- New Road Ventures DE, LLC and/or its assigns will notify Historic Lewes Byways Committee prior to submitting Final Landscape Plans to Sussex County
- The multi modal path shall be designed to meander substantially as shown on the attached landscape plans
- At the time of planting:
- 1/3 trees should be a minimum of three (3) inches caliper and twelve (12) feet in height;
- 2/3 trees shall be a minimum of one (1) to one and one-half (1-1/2) caliper and six feet in height.
- all evergreens shall have a minimum of two (2) inches caliper and six (6) feet in height;
- 1/3 shrubs shall be a minimum of five 5) five gallon containers
- 2/3 shrubs shall be a minimum of one (1) gallon containers with premium plant quality (#1P)

A specific reference to this agreement shall be included in the Conditions of Approval presented to Planning and Zoning on behalf of New Road Ventures DE, LLC. 1. The overall design of the landscape plan is intended to screen the Tower Hill development along its entire frontage on New Rd. to enhance and maintain New Rd as a state designated scenic byway. Native plants suitable for a coastal environment will be used.
The width of buffers are generally 85’ on the west side of Lynn Rd and 120’ on the east side of Lynn Rd. (distance from New Rd to the back of the lots), subject to changes to the development plan resulting from engineering related constraints.
Outfalls along the stormwater drainage pond fronting on New Rd will be screened from view by placement of trees and landscaping across the pond from them on the
side of the pond closest to New Rd.
The HOA shall be responsible for maintaining the landscaping substantially in accordance with the Landscape Plan Design included as a condition of Final Site Plan Review.
Final site plans and landscape plans will be made available to Byway Committee before the P& Z hearing.
The final landscape plan we agree upon after engineering will be proffered by New Road Ventures or its assigns as a condition of final site approval. I will be asking the County to note this on the Tower Hill file.

Thank you again for your commitment and effort.

Sincerely,
Dan McGreevy
New Road Ventures DE, LLC

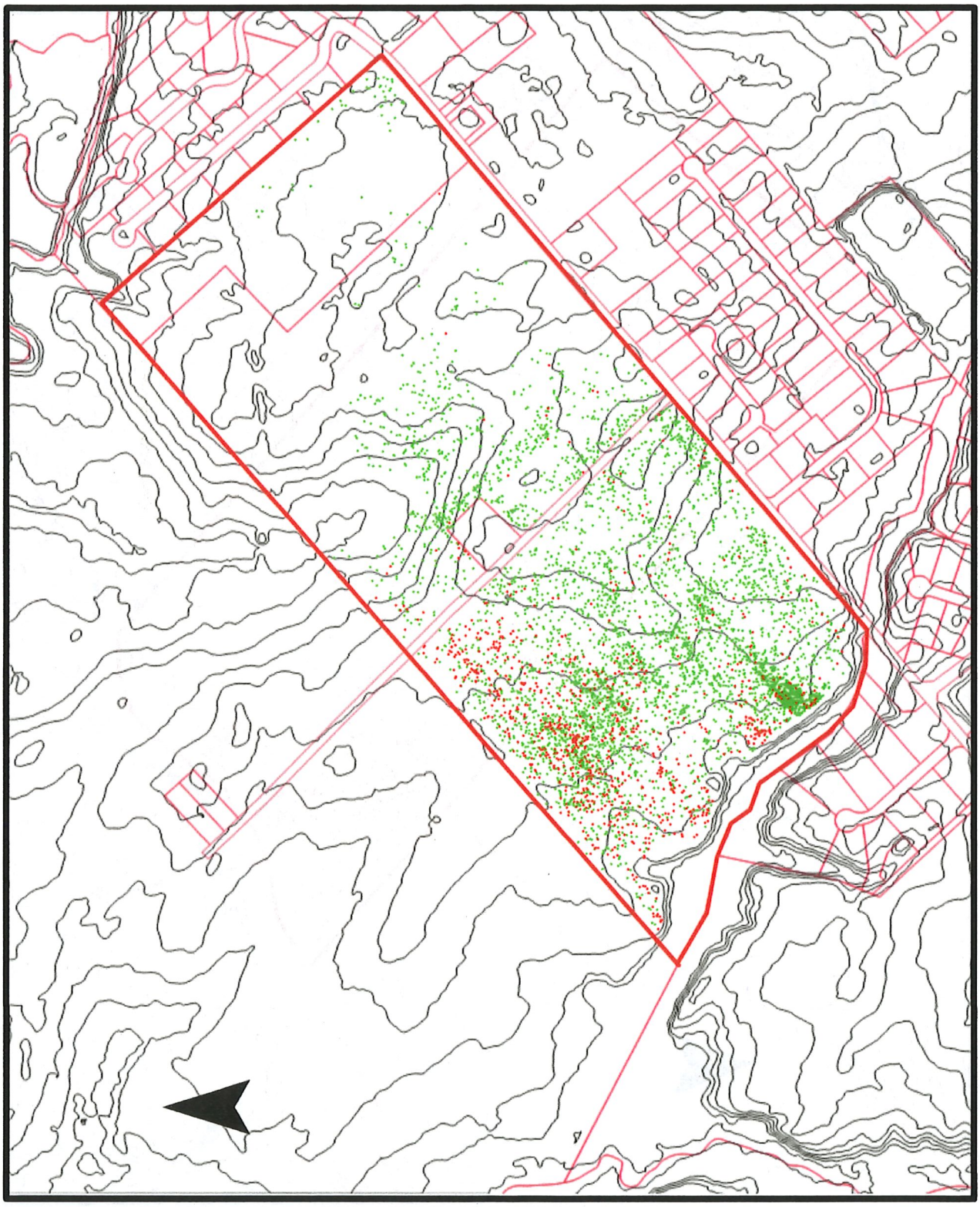


Figure 3. Artifact Spread (green historic, red prehistoric)

Edward Otter, Inc.
Archaeology
Cemetery Studies
Historical Research

1704 Camden Avenue
Salisbury, Maryland 21801
410 572 5993
443 880 2339
eotter20@comcast.net

August 14, 2020

Ms. Lauren DeVore
Planner III
Department of Planning & Zoning
2 The Circle
P.O. Box 417
Georgetown, DE 19947

RE: Tower Hill - Residential Subdivision (Groome Church)

Ms. DeVore:

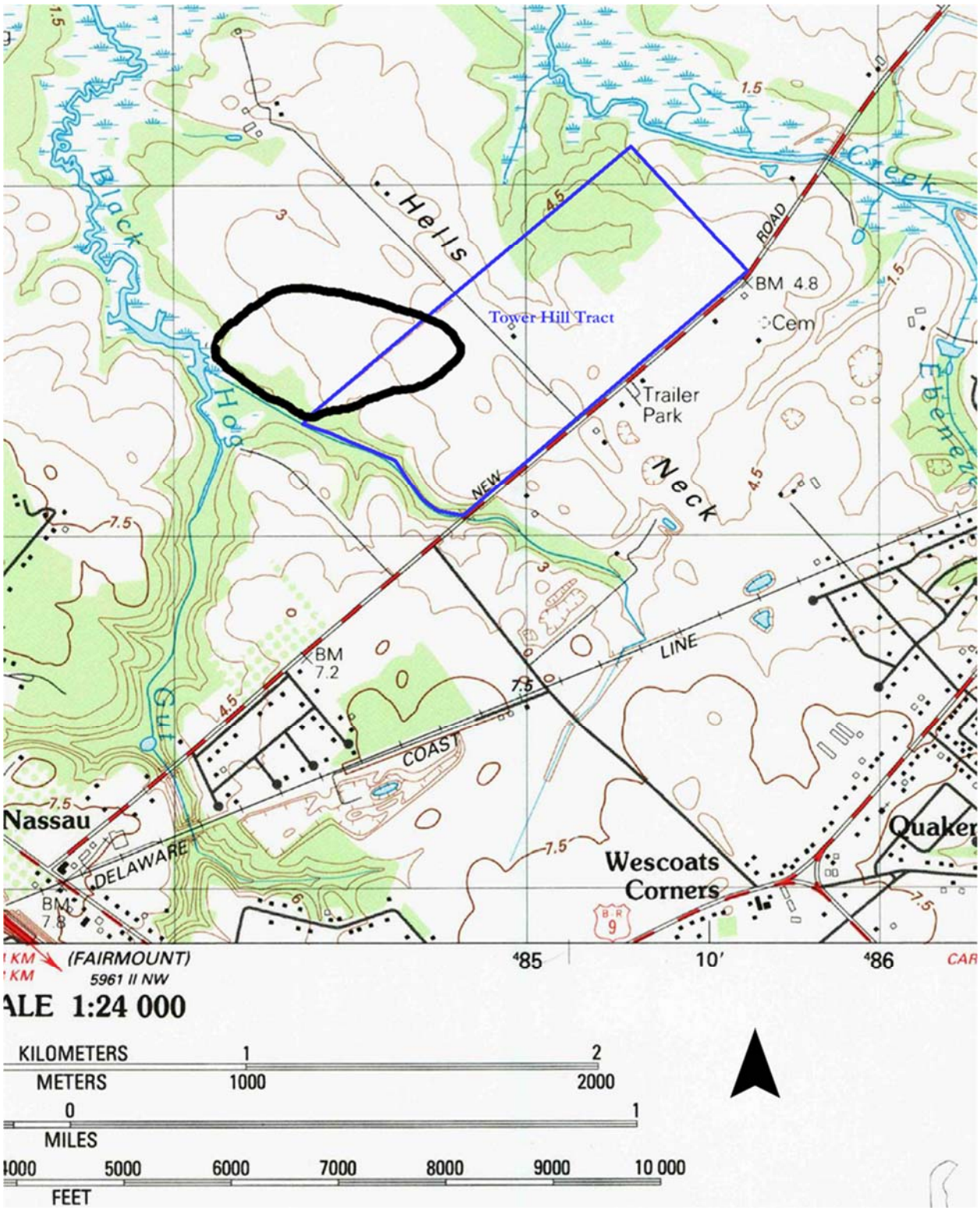
As a result of the archaeological investigation of the Tower Hill property several areas were identified as containing archeological or historic artifacts, including buffers areas required by Preliminary Approval - Condition D. Attached is a map sent to the State Historic Preservation Office updating the boundaries of Ritter 1 archaeological site (7S-D-02). As can be seen, this site includes the northern boundary of the Tower Hill Property from Black Hog Gut almost to Lynn Road.

Signed

Edward Otter

Edward Otter, Ph.D.
President, Edward Otter, Inc.

August 14, 2020 Edward Otter, Inc.



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

August 13, 2020

Mr. Jamie Whitehouse, Director
Sussex County Planning & Zoning Commission
Sussex County Administration Building
P.O. Box 417
Georgetown, Delaware 19947

SUBJECT: Letter of No Objection to Recordation
Tower Hill
Tax Parcel # 335-8.00-2.00, 335-8.00-2.00, 335-8.00-2.02
SCR266-NEW ROAD
SCR266A-LYNN ROAD
Lewes & Rehoboth Hundred, Sussex County

Dear Mr. Whitehouse:

The Department of Transportation has reviewed the Site Plan, dated April 2, 2019 (last revised August 6, 2020), for the above referenced site, and has no objection to its recordation as shown on the enclosed drawings. This "No Objection to Recordation" approval shall be valid for a period of **five (5) years**. If the Site Plan is not recorded prior to the expiration of the "No Objection to Recordation", then the plan must be updated to meet current requirements and resubmitted for review and approval.

This letter does not authorize the commencement of entrance construction. Entrance plans shall be developed in accordance with DelDOT's Development Coordination Manual and submitted to the Development Coordination Section for review and approval.

This "No Objection to Recordation" letter is not a DelDOT endorsement of the project discussed above. Rather, it is a recitation of the transportation improvements, which the applicant may be required to make as a pre-condition to recordation steps and deed restrictions as required by the respective county/municipality in which the project is located. If transportation investments are necessary, they are based on an analysis of the proposed project, its location, and its estimated impact on traffic movements and densities. The required improvements conform to DelDOT's published rules, regulations and standards. Ultimate responsibility for the approval of any project rests with the local government in which the land use decisions are authorized.

DelDOT

There may be other reasons (environmental, historic, neighborhood composition, etc.) which compel that jurisdiction to modify or reject this proposed plan even though DelDOT has established that these enumerated transportation improvements are acceptable.

If I can be of any further assistance, please call me at (302) 760-2266.

Very truly yours,



Susanne K. Laws
Sussex County Review Coordinator
Development Coordination

cc: Josh Mastrangelo, CMF Tower Hill, LLC
Jason Palkewicz, Solutions IPEM
William Kirsch, South District Entrance Permit Supervisor
Rusty Warrington, Sussex County Planning & Zoning
Jessica L. Watson, Sussex Conservation District
Gemez W. Norwood, South District Public Work Manager
James Argo, South District Project Reviewer
Robert Bragg, South District Subdivision Manager
Jennifer Pinkerton, Chief Materials & Research Engineer
Chris Sylvester, Traffic Studies Manager
Linda Osiecki, Pedestrian Coordinator
John Fiori, Bicycle Coordinator
Mark Galipo, Traffic Development Coordination Engineer
Tim Phillips, Maintenance Support Manager
Dan Thompson, Safety Officer North District
Jared Kauffman, DTC Planner
James Kelley, JMT
Wendy L. Polasko, Subdivision Engineer
Derek Sapp, Subdivision Manager, Development Corrdination

Tax Parcel Nos:

Prepared by and Return to:

MASTER DECLARATION OF

COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

FOR TOWER HILL

LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE

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MASTER DECLARATION OF

COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (this "Declaration") is made effective as of the _____ day of _____, 20__ (the "Effective Date"), by CMF TOWER HILL L.L.C., a Delaware limited liability company (the "Declarant").

WHEREAS, pursuant to the Deed recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware (the "Recorder's Office") at Deed Book _____, Page ____, Declarant is the legal and equitable owner of those certain lots, pieces or parcels of land bounded and described on **Exhibit "A"**, attached hereto and made a part hereof (the "Property"), being a portion of the real property shown and identified on the Final Subdivision Plat for Tower Hill prepared by _____, dated _____, last revised on _____, said plan being recorded in the Recorder's Office at Plat Book ___, Page ___, as such Plat may be subsequently supplemented or amended from time to time (collectively, as supplemented and amended, the "Master Plan"); which Property is currently designated for the construction of a residential community to be known as "Tower Hill" on the Lots (defined below); and open spaces, storm water management areas, recreational facilities, and improvements and other amenities (collectively, with all the Lots, the "Project"); and

WHEREAS, Declarant desires to control and restrict both the construction of original structures and improvements on the Property as generally depicted on the Master Plan, as well as any modification to the original residential dwellings and other improvements that shall be built in accordance with and subject to the terms and conditions of those certain design guidelines and procedures, as the same may be established and amended from time to time by the ARC (defined in Section 6.1 below) (the "Design Guidelines"), together with the use to which all dwellings, structures, and improvements in the Project, as more fully described below, are put so as to promote and facilitate the development of a healthful, safe, harmonious, attractive and valuable residential community and for the preservation of the values and amenities in the Project. Towards this end, Declarant desires to subject the Property and Project to certain covenants, restrictions and agreements as hereinafter more particularly set forth, all of which Declarant deems to be for the benefit of the Declarant, and each Owner and their respective heirs, personal representatives, successors, assigns, and transferees.

W I T N E S S E T H :

NOW, THEREFORE, Declarant hereby declares that the Property and Project shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and easements set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and Project and be binding on all parties having any right, title or interest in all or any portion of the Property and Project, as the Project may be modified from time to time in accordance with Article II hereof, their heirs, personal representatives, successors, transferees and

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assigns, and which shall inure to the benefit of the Declarant, Association (as defined below) and each Owner and their respective heirs, personal representatives, successors, transferees and assigns.

ARTICLE I
DEFINITIONS

1.1. "*Association*" shall mean and refer to the Tower Hill Property Owners Association, Inc., a non-stock Delaware corporation, its successors and assigns.

1.2. "*Association Documents*" shall mean the Articles of Incorporation and By-Laws of the Association, as amended.

1.3. "*Association Member*" shall mean every person, group of persons, limited liability company, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Lot that is part of the Property.

1.4. "*Association Property*" shall mean all areas of the Property and Project, other than and expressly excluding the Lots, as more particularly bounded and described on Exhibit "A" attached hereto and made a part hereof, together with any and all improvements and Facilities located thereon (and excluding the Lots as they may be added or reconfigured from time to time in accordance with Article II hereof).

1.5. "*Property Rules and Regulations*" shall mean and refer to the rules and regulations promulgated from time to time by the Association pursuant to Section 7.6 of this Declaration and any amendments or supplements thereto.

1.6. "*Common Expenses*" shall mean and refer to the actual and estimated expenses of operating the Association, including, without limitation, a reasonable reserve and expenses for the maintenance, repair and/or replacement of the Association Property in accordance with Article IX hereof and all annual and special assessments found to be necessary or appropriate by the Board in accordance with Article V hereof, and such other costs and expenses as may be found to be necessary or appropriate by the Board of Directors of the Association (the "Board") pursuant to this Declaration and the Bylaws and Certificate of Incorporation of the Association.

1.7. "*Community-Wide Standard*" shall mean the standard of conduct, maintenance or other activity generally prevailing in connection with the Association Property. Such standard may be more specifically determined and set forth by the Board.

1.8. "*Declarant*" shall be CMF Tower Hill L.L.C., a Delaware limited liability company, its successors and assigns, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Declarant are specifically assigned or transferred to any such successors or assigns by an instrument in writing.

1.9. "*Declarant Control Period*" shall mean the period beginning on the date of this Declaration and ending on the earliest of (a) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots that may be created on the Property to Owners other than the Declarant or a Participating Builder, or (b) two (2) years after Declarant and all Participating Builders have

DRAFT

ceased to offer Lots for residential purposes for sale in the ordinary course of business, or (c) two (2) years after the Declarant's right to add more Lots for residential purposes on the Property was last exercised.

1.10. "*Development Plans*" shall mean and refer collectively to the approved site plan and plats for the Property and Project, including the Master Plan, as well as any and all amendments, modifications and extensions thereof as may be made from time to time.

1.11. "*Director*" shall mean each individual who is a member of the Board of Directors of the Association.

1.12. "*DUCIOA*" shall mean the Delaware Uniform Common Interest Ownership Act, 25 Del. C. § 81-101 et seq., as amended from time to time.

1.13. "*Eligible Mortgage Holder*" shall mean a holder, insurer or guarantor of a First Mortgage on a Lot or the Association Property, as applicable, who has submitted a written request for notice from the Association of amendments to this Declaration or the Association Documents, or other significant matters which would affect the interests of the Mortgagee.

1.14. "*Emergency*" and its various derivations shall mean any event, circumstance or condition created or arising out of the use, operation, or occupancy of any portion of the Property or Project, including, but not limited to, any Lot or the Association Property, which may, in the absence of immediate action by the Declarant, an Owner, or the Association, as applicable, and as otherwise provided under this Declaration (i) pose an immediate threat or irreparable harm to the Declarant, the Association, or any Owner or Association Member, or their respective successors, assigns, tenants, subtenants, agents, officers, directors, employees, agents, contractors, customers, visitors, licensees, invitees, guests, members and concessionaires or other third party or (ii) pose an immediate threat or irreparable harm or significant property damage to any portion of the Property or Project (including, but not limited to, any Lot, the Association Property) or to any property adjacent to the Property or Project or (iii) violate or result in the revocation of any or all authorizations, approvals, certificates or permits or other instruments or documents that are issued by and from any local, county, state or federal agency or body which govern the occupancy, use and operation of the Property or Project (including, but not limited to, any Lot, or Association Property) or (iv) invoke, create or impose civil or criminal liability upon the Declarant, the Association or any Owner or Association Member by any governmental authority or third parties as a result of the acts or omissions of the Declarant, the Association or any Owner or Association Member or (v) as reasonably determined by Declarant.

1.15. "*Facilities*" shall mean any and all improvements, structures and facilities or other betterments, including, by way of illustration and not limitation, (i) private and public streets, parking areas, sidewalks, active and passive recreational facilities (including, but not limited to, to the extent included in the Development Plans, any trails and walkways, fitness centers, clubhouses and pool facilities), any Irrigation Facilities, entrance features or improvements, and street lighting, (ii) any and all storm water management facilities and utility services (including, but not limited to, any private community sewer system) to the extent that Sussex County, Delaware, or any other governmental agency or third party does not assume responsibility for the maintenance, repair and replacement of the storm water management

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facilities, including, without limitation, drainage pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any, whether such storm water management facilities are located within the Property or not, (iii) any rights-of-way, swales, culvert pipes, entry strips, signage, and entrance features or improvements that are situated within or that are appurtenant to and serve the Property, including, without limitation, any landscaping and other flora and improvements situated thereon, and (iv) any other real and personal property, facilities and equipment, including, but not limited to, any fitness center, clubhouse and pool facilities.

1.16. "*Irrigation Facilities*" shall mean and refer to any above or below ground infrastructure (including but not limited to wells, equipment, improvements, apparatus, pipes, conduits and sprinkler heads) installed by the Declarant and designed and intended to be used for the purpose of watering the landscaping located on the Property, including, but not limited to, trees, shrubs, lawns, and other vegetation located on the Lots as applicable.

1.17. "*Lawn Area*" shall mean and refer to any portion of the front, side or rear (if applicable) yard areas of any Lot that contains grass, shrubs, bushes, trees or other planted materials; provided, however, that any portion of a Lot which is enclosed by a wall, fence or other obstruction and which is not readily accessible to the Association as determined by the Board shall not be considered a Lawn Area.

1.18. "*Laws*" shall mean all statues, laws, rules, regulations, ordinances and similar enactments or promulgations, by and from any local, county, state or federal agency or body, including, but not limited to, environmental laws and regulations and applicable zoning, subdivision, health and building codes and any and all authorizations, approvals, certificates or permits or other instruments or documents that are issued by and from any local, county, state or federal agency or body which govern the ownership, occupancy, use, or operation (including, but not limited to, any maintenance, repair and or replacement) of all or any portion of the Property or Project, including, but not limited to, the Lots or Association Property.

1.19. "*Lot*" shall mean any one of, and "Lots" shall mean more than one of, the residential dwelling lots in Tower Hill initially consisting of two hundred ninety two (292) residential dwelling lots in Phase 1 and to consist of up to an aggregate maximum in all phases of _____ (___) dwelling lots, as such Lots are established from time to time; and shall not include the Association Property, any property dedicated for public use, or other areas of the Property or Project.

1.20. "*Mortgagee*" shall mean the holder of any recorded mortgage encumbering one or more of the Lots or all or any portion of the Association Property. "Mortgage," as used herein, shall mean any mortgage held by a Mortgagee. "First Mortgage," as used herein, shall mean a Mortgage with priority over all other Mortgages. As used in this Declaration, the term "Mortgagee" shall mean any Mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any

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agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Lot or all or any portion of the Association Property. In the event any Mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Department of Veterans Affairs ("VA"), then as to such mortgage the expressions "Mortgagee" and "institutional mortgagee" include the FHA or the VA as the circumstances may require, acting, respectively, through the Federal Housing Commission and the Secretary of Veterans Affairs or through other duly authorized agents.

1.21. "*Owner*" shall mean and refer to the record owner, whether one or more persons, group of persons, association, corporation, limited liability company, partnership, trust or other legal entity, or any combination thereof, of fee simple title to any Lot, including the Declarant, but specifically excluding those having such interest merely as security for the performance of an obligation.

1.22. "*Participating Builder*" refers to a person or entity other than the Declarant that, in the ordinary course of such person's or entity's business, constructs residential structures on any portion of the Property or Project, including, but not limited to, the Lots, for sale or lease to others, and by way of illustration and not limitation, K. Hovnanian Homes of Delaware, L.L.C., NVR, Inc., Schell Brothers LLC, and any such builder designated by the Declarant.

1.23. "*Project*" as used in this Declaration shall mean and refer to the residential community, together with the improvements erected and maintained thereon, to be known as "Tower Hill" consisting of the Lots and Association Property and all Facilities located on any of the foregoing, all to be built on the Property.

1.24. "*Property*" shall mean and refer to that certain real property described on Exhibit "A" attached hereto and made a part hereof, and if Declarant so chooses to expand the scope of the Project, all of or any portion of the additional real property described in Exhibit "B" attached hereto as a part hereof, that are subjected to this Declaration from time to time by Declarant pursuant to any amendments to this Declaration (the "Expansion Property").

1.25. "*Recorder's Office*" shall mean and refer to the Office of the Recorder of Deeds in and for Sussex County, Delaware.

1.26. *"Utilities*" shall mean Lewes Board of Public Works, Delaware Electric Cooperative, Inc. and Chesapeake Utilities Corporation, their successors in interest, or such other entities that are or may become responsible for collecting, treating and disposing of sanitary sewer wastewater from, or delivering electricity, water or natural gas to, Lots or Association Property and improved areas within the Property.

ARTICLE II
DECLARANT'S RIGHT TO SUBJECT PROPERTY TO DECLARATION

2.1. *Property Subject to this Declaration*. The Property shall be a planned community with the name of "Tower Hill" that is held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to all of the covenants, conditions and restrictions of this Declaration.

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2.2. *Special Declarant Rights*.

(a) The Declarant reserves the following rights for the period from the date of this Declaration through the date thirty (30) years thereafter, which rights Declarant hereby assigns to each Participating Builder (individually and collectively, the "Special Declarant Rights"):

(1) The right to complete or make improvements indicated on the Development Plans;

(2) the right to maintain sales offices, management offices, storage sheds/trailers, and models on Lots or on the Association Property, to the extent described in the following table:

	NUMBER	SIZE	LOCATION
Model Homes	Five per each Participating Builder	Per home plan prepared by applicable Participating Builder	On Lot designated by Declarant
Construction Management Offices	One per each Participating Builder	Trailer of a size determined by Participating Builder	On Lot or on the portions of the Association Property designated by Declarant
Storage Sheds/ Trailers	Two per each Participating Builder	Trailer/shed of a size determined by Participating Builder	On Lot or on the portions of the Association Property designated by Declarant
Sales Offices	One per each Participating Builder	Determined by Participating Builder	Within Model Home, or if no Model Home has been constructed by a Participating Builder, then in a trailer of a size determined by Participating Builder at a location designated by Declarant

provided that Declarant may relocate any such facility located on a Lot to any other Lot on the Property acceptable to the applicable Participating Builder from time-to-time;

(3) the right to maintain signs on the Property to advertise the sales of homes as follows: (i) two marketing signs per Participating Builder with a size of up to 8 feet by 12 feet in the portion of the Open Space and/or lands reserved for future phases (as

shown on the Master Plan), (ii) a sign in front of each Participating Builder's model home with a size of up to 24 inches by 18 inches, a brochure box and sign on each Lot available for sale with a size of up to 24 inches by 18 inches, and (iii) other signs on Lots deemed necessary by a Participating Builder; and

(4) the right to conduct sales business and construction activities on the Property; and

(5) the right to use and permit others to use, easements through the Common Areas as may reasonably necessary for the purpose of discharging the Declarant's and Participating Builders' obligations under DUCIOA and this Declaration.

2.3. *Limitations on Special Declarant Rights*. Unless sooner terminated by a recorded instrument signed by Declarant, any Special Declarant Rights may be exercised by the Declarant or any Participating Builder as assignee thereof for the period of time specified in DUCIOA.

2.4. *Development Rights*. Declarant reserves the right to further create additional and/or modify Lots and Association Property after the date of this Declaration through the date twenty-five (25) years thereafter, and in the portions of the Expansion Property now or hereafter known as Tower Hill Phases _____, and additional phases and subphases to be determined, so that up to a maximum number of _____ (___) Lots may be created on the Property and the Expansion Property.

ARTICLE III
ASSOCIATION PROPERTY RIGHTS

3.1. *Owners' Easements of Enjoyment*. Every Owner shall have a non-exclusive right and easement (in common with others entitled thereto) of enjoyment in and to the use of the Association Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable and uniform admission and other fees and assessments for the use of the Association Property.

(b) The right of the Association to suspend an Owner's privileges and rights to use the Association Property and/or services provided to Owners (other than the right of an Owner to vote on any matter submitted to a vote of Owners) (i) for any period during which any assessment against such Owner's Lot remains unpaid and (ii), after notice and an opportunity for a hearing, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; provided, however, that the obligation of such Owner to pay assessments shall continue unabated during such period of suspension of voting rights or right to utilize the Association Property.

(c) The right of the Association to dedicate, sell or transfer all or any part of the Association Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association Members. No such dedication, sale or transfer shall be effective without the consent of eighty percent (80%) of the total votes of

the Association Members and eighty percent (80%) of the votes allocated to Owners other than the Declarant. Notwithstanding anything contained herein to the contrary, the Declarant shall retain control of the Association Property until such time as the Declarant or a Participating Builder has completed all improvements thereon, or until the end of the Declarant Control Period, whichever occurs later. Such transfer shall be evidenced by a deed to be recorded in the Recorder's Office and the Association shall not refuse to accept the conveyance of any such Association Property, provided the Association Property complies with all applicable Laws. Declarant shall have a limited irrevocable power of attorney coupled with an interest to consummate any such transfer to the extent necessary pursuant to Article II, Section 12.13 below.

(d) The right of the Association to establish uniform rules and regulations pertaining to the use of the Association Property.

(e) The right of the Association to provide for the exclusive use by specified Owners of certain designated parking spaces within the Association Property.

(f) The right of the Association, in accordance with its Certificate of Incorporation and Bylaws, and with the consent of the Declarant (for so long as the Declarant shall own any portion of the Property) and two-thirds (2/3) of the total votes of the Association Members, to borrow money for the purpose of improving the Association Property in a manner designed to promote the enjoyment and welfare of the Association Members and in aid thereof to mortgage any portion of the Association Property.

(g) The right of the Association to take such steps as are reasonably necessary to protect the Association Property against mortgage default and foreclosures; provided, however, that such steps are in conformity with the other provisions of this Declaration.

(h) The right of the Association, acting by and through the Board, to grant easements, licenses or other rights of use of the Association Property to persons or entities that are not Association Members for such consideration and on such terms and conditions as the Board may from time to time consider appropriate or in the best interest of the Association.

(i) The right of the Association to be the lessee of any portion or all of the Association Property and the right of the Association to enforce the terms of the lease with respect to the Association Property against such property and the Owners and their guests, visitors, licensees, invitees, or lessees.

(j) The right of the Association, acting by and through the Board, to transfer or convey portions of the Association Property for purposes of adjusting the boundary lines of one or more Lots or the Association Property; provided, however, that such transfer or conveyance has been approved, as necessary, by applicable local governmental authorities or agencies, or is otherwise in conformance with applicable Laws.

3.2. *Limitations*. Notwithstanding any other provision of this Declaration to the contrary, the Association shall have no right to suspend the right of any Association Member to use the Association Property for necessary, ordinary and reasonable vehicular and pedestrian ingress and egress to and from such Owner's Lot, or to suspend any easement, license or other property interest over the Association Property for storm water drainage, electrical energy, water,

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sanitary sewer, natural gas, telephones, or similar services or utilities to the Lots. The Association Property will be available for the type of active and passive recreational and open space uses contemplated under the Development Plans and the Laws. All Owners shall have the non-exclusive right (in common with others entitled thereto) to access and make reasonable use of the Association Property as described in the approved Development Plans and the Laws both before and after they are conveyed to the Association, with the exception of those areas as may be reasonably and necessarily restricted for access because of temporary safety reasons in connection with the development of the Property or Project, subject to the terms and provisions of this Declaration. In addition, the rights of the Association, as provided above, are subject to the right of the Declarant, as more fully set forth in Section 8.1 of this Declaration, to grant easements, to utilize reserved rights and easements, and to otherwise utilize the Association Property as it deems appropriate in connection with the development of the Property and Project.

3.3. *Delegation of Use*. Any Owner may delegate, in accordance with the Bylaws and rules and regulations of the Association, such Owner's right of enjoyment to the Association Property to such Owner's family members, guests, visitors, licensees, invitees, or lessees.

ARTICLE IV
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1. *Association Membership*. Every Owner of a Lot shall be a member of the Association provided, however, that any such person or group of persons, association, corporation, limited liability company, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Member solely on account of such interest. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

4.2. *Association Voting Rights*. (a) At all meetings of the Association the Owners of each Lot shall be entitled collectively to cast such vote or votes as provided for by the Certificate of Incorporation for the Association and the Bylaws of the Association, which vote or votes may be cast in person or proxy. Owners shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership.

(b) When more than one (1) person or entity are Owners of any Lot, all such persons and entities shall be Association members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. If only one (1) of several Owners of a Lot is present at a meeting of the Association, that Owner is entitled to cast all the votes allocated to that Lot. If more than one (1) of the Owners of a Lot is present at a meeting of the Association, and any one of multiple Owners of a Lot casts a vote allocated to such Lot without protest being made promptly to the person presiding over the meeting, then there shall be deemed to be majority agreement of the Owners. Additionally, with respect to Lots that have multiple Owners, the vote of a person named in a certificate signed by all of the Owners of the Lot and filed with the Secretary of the Association as entitled to enter the vote of such Lot shall be deemed to be a vote by majority Agreement of the Owners. Such certificate shall be valid until revoked by a subsequent certificate.

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(c) Whenever the approval or disapproval of an Owner is required by DUCIOA, this Declaration or the Bylaws, such approval or disapproval shall only be made by the person who would be entitled to cast the vote for the Lot at any meeting of the Association.

(d) Except where a greater number is required by DUCIOA or the Bylaws, a majority of the votes cast in person, by proxy or by ballot at a meeting of Owners where a quorum is present shall determine the outcome of any action of the Association where a vote is taken so long as the number of votes cast in favor comprise at least a majority of the number of votes required for a quorum for that meeting. Votes allocated to a parcel or Lot owned by the Association may not be cast and shall not be calculated either in a quorum or in any percentage of votes needed for any actions by the Owners.

4.3. *Proxies*. Each Association Member entitled to vote shall, at every meeting of the members, be entitled to vote in person or by proxy, in writing and signed by such member, but no proxy shall be voted after one (1) year from its date, unless it specifically provides for a longer period. Every proxy shall be revocable, at any time, and shall automatically cease upon conveyance of the Lot. Such right to vote shall be subject to the right of the Board to close the transfer books or to fix a record date for voting members as hereinafter provided and if the Board shall not have exercised such right, no vote shall be cast at any election for members of the Board by anyone who shall have accepted membership in the Association within ten (10) days of such election. Only one (1) Association Member vote shall be cast with respect to each Lot. In the event that members who hold title to any Lot either by the entireties, or as joint tenants, or as tenants in common, attempt to cast the vote for such Lot in conflicting ways, such vote shall be recorded as a fractional vote.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

5.1. *Creation of the Lien and Personal Obligation for Assessments*. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board to be commenced at the time and in the manner set forth in this Article V. Subject to Section 5.6 hereof, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments and (ii) special assessments. The annual and special assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien pursuant to DUCIOA § 81-316 upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a prior Owner's successors in title unless expressly assumed by such successors.

5.2. *Purpose of Assessments*.

(a) The assessments levied by the Association shall be used exclusively to (i) promote the recreation, health, safety, and welfare of the residents in the Project; (ii) for the improvement, maintenance, repair, and replacement of the Association Property (including

without limitation the Facilities); (iii) for the payment of real estate taxes, assessments and utility services for the Association Property; and (iv) for management fees, administration expenses, insurance and all other costs and expenses incurred by the Association in the proper conduct of its activities, including, without limitation, reserves for replacements or contingencies and charges accruing under any cross-easement or other agreement (including, without limitation, any such agreement for the maintenance of any Association Property). The assessments may also be used for the maintenance, repair and replacement of any property or facilities serving or appurtenant to the Project which the Association is obligated or elects to maintain whether or not such property or facilities are owned by the Association or are located within the Project including, without limitation, any property or facilities which the Association is authorized to maintain pursuant to this Declaration; for grass cutting of each Lawn Area on a Lot; and other maintenance approved by the Board from time to time, if any, to any Lawn Area on a Lot.

(b) Without limiting Section 5.2(a) above, the assessments levied by the Association with respect to the Association Property shall also be used for maintenance, repair and replacement (including reserves) of any and all storm water management facilities to the extent that they are part of the Association Property and Sussex County, Delaware does not assume responsibility for the maintenance, repair and replacement of the storm water management facilities, including, without limitation, drainage pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any, whether such storm water management facilities are located within the Project or not, as long as such storm water management facilities are designed to benefit or serve any portion of the Project, or are required or intended to be maintained by the Association pursuant to any easement, agreement or the direction of any governmental authority or agency. The Association shall not refuse to accept the conveyance of any such facilities from the Declarant. Such storm water management facilities may also benefit property not within the jurisdiction of the Association and the maintenance of such facilities may be set forth in a cross-easement or other agreement, in which event the Association shall maintain the facilities pursuant to such agreement.

5.3. *Annual Assessments; Budgets*.

(a) After the first assessment has been made by the Association, assessments must be made annually at an amount sufficient to meet the Common Expenses of the Association. Without limiting the generality of the foregoing, the Association shall, at all times, levy and collect annual assessments in sufficient amounts to (i) maintain the Association Property in accordance with sound property and facility management standards, (ii) establish necessary reserves for the future repair and replacement of any capital improvements compromising the Association Property, and (iii) maintain Lawn Area on any Lot. Such annual assessments shall be based on the budget adopted and ratified annually by the Association as provided in Section 5.3(b) of this Declaration. Upon resolution of the Board, installments of annual assessments may be levied and collected on a monthly, quarterly, semi-annual or annual basis. Any Owner may prepay one or more installments of any annual assessment levied by the Association without premium or penalty.

(b) The Board shall prepare a proposed budget of the Association at least sixty (60) days before the beginning of each fiscal year and set a date for a meeting of the Association. After the termination of the Declarant Control Period, the Board shall cause a

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summary of the proposed budget, and the amount of the assessments to be levied against each Lot for the following year, along with notice of the meeting of the Association Members to consider ratification of the budget not less than fourteen (14) or more than sixty (60) days after providing such summary, to be delivered to each Owner within thirty (30) days after adoption of the proposed budget. Unless at such meeting a majority of all Owners reject the proposed budget, such proposal budget is ratified as the budget for such fiscal year, whether or not a quorum is present at such meeting of the Association. Notwithstanding the foregoing, however, in the event that the membership disapproves the budget or the Board fails for any reason to determine the budget for any fiscal year of the Association, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding fiscal year shall continue for the succeeding fiscal year.

5.4. *Working Capital Contributions; Assessments Upon Conveyances*. The Declarant shall establish a working capital fund for the initial and ongoing operation of the Association. Such working capital fund shall be funded by a one-time assessment of _____ Dollars ($____.00), and shall be payable by the initial purchaser of each Lot from the Participating Builder at the earlier of settlement or occupancy of such Lot, and thereafter by subsequent purchasers of the Lot for value upon settlement of each sale and conveyance of the Lot. All such working capital funds arising from the foregoing assessments upon each conveyance of a Lot may be used by the Association towards the Common Expenses and to make up any budget deficits. If any annual budget deficit (defined as actual annual Association expenses exceeding Association income adjusted upwards by the amount of any annual assessments that are due and payable from Owners but remain delinquent and unpaid at the end of the applicable fiscal year) remains at the end of the Association's fiscal year for which a budget was approved by the Board during the Declarant Control Period only, after the application of all such working capital funds towards such deficit as provided above, then the Declarant may, but shall not be required, to make a nonrefundable capital contribution to the working capital fund of the Association in the amount of such remaining budget deficit.

5.5. *Special Assessments, Budget Amendments*.

(a) In addition to the annual assessments authorized by this Article, the Association may levy, in any assessment year, a special assessment or special assessments applicable to that year only for such purposes as the Board may deem appropriate, including, without limitation, for purposes of funding, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located upon the Association Property and all fixtures and personal property related thereto, and to meet unforeseen or special expenditures as well as any budget deficit. Any such assessment shall require ratification by Association Members under the procedures described in Section 5.3(b) of this Declaration, except that if the Board by unanimous vote determines that any special assessment is required because of conditions which, if not corrected, could constitute an Emergency or reasonably result in a threat to the health or safety of the Association Members or a significant risk of damage to the Association Property, then such special assessment may be approved by the Board without the foregoing vote of the Association Members and may be effective immediately if (i) notice of the emergency assessment is promptly provide to all Owners and (ii) the Board spends the funds paid on account of the emergency assessment solely for the purposes described in the Board vote.

(b) The Association may also levy a special assessment against any Owner to reimburse the Association for costs incurred in bringing the Owner and/or such Owner's Lot into compliance with the provisions of this Declaration, or the Association Documents and rules and regulations of the Association, or any applicable Laws; provided, that such special assessment may only be levied upon the affirmative vote of a majority of the Board, after notice and an opportunity for a hearing has been provided to the Owner.

(c) Any amendment to a previously approved budget may be approved under the procedures described in Section 5.3(b) of this Declaration; provided, however, that after termination of the Declarant Control Period any amendment to a budget for the then current fiscal year previously approved in accordance with Section 5.3 hereof that (i) would result in an increase in the Common Expenses of the Association in excess of fifteen percent (15%) of the budgeted amount for Common Expenses set forth in the budget for the immediately preceding fiscal year (including any increase in Common Expenses adopted in the budget for the then current fiscal year previously approved in accordance with Section 5.3 hereof), excluding however, any increases attributable to snow removal and other seasonal related expenses which are dictated by weather related factors, cost of utilities, and insurance, or (ii) would result in an increase in the annual assessments payable by the Association Members in excess of thirty percent (30%) of the budgeted amount for annual assessments set forth in the budget for the immediately preceding fiscal year (including any increase in assessments adopted in the budget for the then current fiscal year previously approved in accordance with Section 5.3 hereof), shall be approved by the affirmative vote of Association Members entitled to cast not less than sixty-seven percent (67%) of the votes of Association Members present, in person or by proxy, and voting at any meeting of the Association duly called for this purpose.

5.6. *Lot Only Assessment*. Despite any provision of this Declaration to the contrary, and regardless of the ownership of such Lot, any Owner of an empty Lot (including but not limited to a Participating Builder) that does not have a home constructed on said Lot, upon the commencement of annual assessments pursuant to Section 5.9 hereof, shall be subject to an annual "Lot-Only Assessment" in the amount of Seventy-Five dollars ($75.00) per year until the earlier of (i) sixty (60) days after the date a Certificate of Occupancy has been issued for a home on the Lot, or (ii) the date of transfer of the Lot with the newly constructed home to a purchaser; thereafter such Lot shall be subject to assessments pursuant to Section 5.9 hereof. The Lot-Only Assessment hereby imposed shall be in lieu of the regular, annual assessment imposed by this Declaration. All other assessment amounts or charges imposed in accordance with this Declaration or other governing document of the Association shall continue to be the obligation of all Owners, including purchasers of an empty Lot who are subject to a Lot-Only Assessment in accordance with this Section 5.6.

5.7. *Notice and Quorum*. Written notice of any meeting called for the purpose of establishing a special assessment or budget amendment in accordance with Section 5.5 hereof or to approve a budget increase or Special Action in accordance with Section 5.3 or Section 5.13 hereof, shall be sent to all Association Members not less than ten (10) days nor more than sixty (60) days in advance of such meeting in accordance with the Bylaws of the Association. At the first such meeting called, the presence of Association Members or of proxies entitled to cast fifty percent (50%) of the votes of Association Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and

the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting. Notwithstanding any contrary provision in this Declaration, quorum requirements for nomination and election of the first Board consisting of Owners shall be duly satisfied if the meeting is properly noticed in conformance with the provisions of the Bylaws and the Certificate of Incorporation of the Association.

5.8. *Uniform Rate of Assessment*.

(a) Except as otherwise provided in this Declaration, annual and special assessments and Lot-Only Assessments must be fixed at a uniform rate for all Lots, and may be collected in advance on a monthly or quarterly installment basis in the case of annual assessments, and on a monthly, or quarterly, semi-annual, or annual basis, as to other assessments as may be determined by the Board.

(b) In the event that the actions or activities of any Owner causes or results in increased expenses for the Association, the Board may assess such increase in expenses against the Owner and such Owner's Lot, after notice to such Owner and an opportunity for a hearing. For example, and for purposes of illustration only, the Board may assess the amount of any insurance deductible paid by the Association against any Owner and such Owner's Lot if the Association is required to pay such deductible as a result of the misuse or neglect of the Owner. Such assessment shall be a lien against the Owner's Lot and shall be payable and collectible in the same manner as any other assessments required to be paid to the Association; provided, however, that the Declarant shall not be subject to any assessment based on this Section 5.8(b).

5.9. *Date of Commencement of Annual Assessments; Due Dates; Lien Docket*. Subject to Section 5.6 hereof, the annual assessments provided for herein shall commence and be payable as to each Lot upon the earlier of (i) sixty (60) days after the date a Certificate of Occupancy has been issued for a home on the Lot, or (ii) the date of transfer of the Lot with the newly constructed home to the initial purchaser of each Lot from the Participating Builder. The first annual assessment for each Lot shall be adjusted according to the number of months remaining in the calendar year. The Board shall make reasonable efforts to fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Annual assessments shall be payable in monthly or quarterly installments on due dates that are established by the Board. The Association shall keep an assessment lien docket (the "Docket") at the registered office of the Association, which, at the date of recording hereof, is at the Tower Hill Property Owners Association, Inc., as shown in the Certificate of Incorporation, or such other location as the Association may determine from time to time. Immediately upon an assessment becoming delinquent as herein above provided, the Treasurer of the Association or the Treasurer's designee shall cause an entry thereof to be made in the Docket, which entry shall disclose the date the entry is made, the names of the Owners of the Lot as shown in the Association's records, the number of the Lot, the amount of the delinquent assessment, and the due date and the assessment period of the delinquent assessment. The Association may also record in the Recorder's Office a statement of lien that contains the information entered into the Docket with respect to such assessment, along with the amount paid for recording the statement and required to be paid for a termination thereof and the signature and notarized statement of an office of the Association that the amount described

in the statement of lien is correct and due and owing. Upon written request of any Owner or any attorney-at-law who certifies to the Association that such person represents an Owner of a Lot, or a prospective purchaser of a Lot or a mortgagee thereof, the Treasurer or the Treasurer's designee shall certify within ten (10) business days after receipt of such request to the inquiring Owner, attorney-at-law, prospective purchaser, or mortgagee as to the assessment status of the Lot that is the subject of the inquiry, in a written statement in form recordable in the Recorder's Office stating:

(a) Whether the current assessment(s) is paid; and/or

(b) If there are any delinquent assessments or late fees, interest or costs, all of the information entered in the Docket with respect to the Lot which is the subject of the inquiry, together with the per diem interest thereon, to be computed on each delinquent assessment from its respective due date to the date of receipt by the Association of payment thereof in full. Upon receipt by the Association of payment of any delinquent assessment, with late fees, interest and costs, if applicable, as herein above provided, the Treasurer or his designee shall enter in the Docket the date and amount of the payment received, together with the notation "Paid in Full" and, if a statement of lien was recorded in the Recorder's Office with respect to such assessment, provide a termination of such statement in recordable form. A properly executed certificate of the Association setting forth the status of assessments on a Lot shall be binding on the Association as of the date of its issuance.

5.10. *Effect of Non-Payment of Assessments; Remedies of the Association*. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at a rate determined by the Board, up to the lesser of eighteen percent (18%) per annum or the maximum rate of interest permitted under the laws of the State of Delaware. The Association may also charge a reasonable late fee, not to exceed any limit established under applicable Laws, against any Owner (and/or such Owner's Lot) who is more than fifteen (15) days delinquent in the payment of any assessment. Additionally, the entire balance of the unpaid annual assessments for the remainder of the fiscal year may be accelerated at the option of the Board and be declared due, payable and collectible in the same manner as the delinquent portion of such annual assessment. By an Owner's acceptance of title to any Lot, each Owner shall be held to vest in the Association the right and power in its own name, to take and prosecute all actions or suits, legal, equitable, or otherwise, which may be, in the opinion of the Association, necessary or advisable for the collection of such assessments. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot (and all improvements thereon). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Property or abandonment of such Owner's Lot. The Owner shall also be obligated to pay all attorneys' fees, court costs and administrative costs incurred in connection with the collection of assessments if not paid when due. This Section shall not be deemed to limit or waive, and shall be without prejudice to, any and all rights, remedies, or recourses as may be available to the Association pursuant to DUCIOA or otherwise for non-payment of assessments.

5.11. *Subordination of the Lien to Mortgages*. The lien of the assessments provided for herein shall be subordinate to the lien of any Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to

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payments which became due prior to such sale or transfer, except for liens or claims for a pro-rata share of such assessments resulting from a pro-rata reallocation of such assessments to all Lots, including the mortgaged Lot. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any Mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment. Except where an Emergency requires an expenditure to prevent or minimize loss from further damage to, or deterioration of, the Association Property, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Board and by the affirmative vote of Association Members entitled to cast not less than sixty-seven percent (67%) of the votes of all Association Members present, in person or by proxy, and voting at a meeting of the Association duly called for this purpose.

5.12. *Reserve Fund Budget and Contribution*. The Board shall annually prepare a reserve fund budget which shall take into account the number and nature of the replaceable assets of the Association, the expected life of each asset, and the expected repair or replacement cost of each asset. The Board shall set the required reserve fund contribution in an amount sufficient to meet the projected reserve needs of the Association, as shown on the reserve fund budget, with respect both to amount and timing by the imposition of annual assessments over the period of the budget. The reserve fund contribution shall be fixed by the Board and included within the budget and assessment, as provided in Section 5.3. Such reserve fund contribution shall be payable as part of the general annual assessment, applicable to all Lots (except as otherwise provided in Section 5.6), to the extent such reserve fund will be utilized to replace assets which are determined by the Board to benefit substantially all Owners. Reserves may also be maintained for operating contingencies and insurance deductibles. A separate, interest-bearing reserve fund account shall be established and maintained by the Association. All reserve funds shall be expended only for the purposes collected. A copy of the reserve fund budget shall be distributed to each Owner in the same manner as the operating budget.

5.13. *Special Actions*. Any provision of this Declaration or the Association Documents to the contrary notwithstanding, after termination of the Declarant Control Period, the Board shall not be authorized to take any "Special Actions" (as defined below) without the affirmative vote of Association Members entitled to cast not less than sixty-seven percent (67%) of the votes of all the Association Members present, in person or by proxy, and voting at a meeting of the Association duly called for this purpose. As used herein, the term "Special Actions" shall mean any and all actions taken by or on behalf of the Association, including, without limitation, commencing or maintaining any litigation, arbitration or similar proceeding, which would reasonably require the expenditure of funds in excess of Ten Thousand Dollars ($10,000.00) in the aggregate during any fiscal year of the Association; provided, however, that the term "Special Actions" shall not be deemed to include (i) routine assessment collection actions under Article V of this Declaration, (ii) routine actions required to enforce the architectural controls set forth in Article VI of this Declaration, use restrictions set forth in Article VII of this Declaration, or any rules and regulations of the Association adopted by the Board, or (iii) any expenditure made by the Association in accordance with any budget or budget amendment duly adopted in accordance with Article V of this Declaration, or (iv) any special assessment duly adopted in accordance with Article V of this Declaration. Each planned expenditure of more than Ten Thousand Dollars ($10,000.00) shall require the prior approval of the Association Members in accordance with this

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Section. Any meeting of the Association held to approve any Special Actions under this Section shall be subject to the notice and quorum requirements set forth in Article V, Section 5.7 of this Declaration. The Association shall not borrow against or encumber any portion of the Association Property nor use any funds from reserves of the Association to pay for such Special Actions, but the same shall be paid from and limited to the amounts provided in the annual budget for such expenditures for the fiscal year and shall be raised by special assessment levied against the Association Members for such purpose. If such Special Actions are not concluded within one (1) year of the date of such resolution, the continued prosecution of such Special Actions beyond such period must be reaffirmed annually at a special meeting held for such purpose by the percentage vote of the Association as was required to adopt the original resolution. If the continued prosecution of such Special Actions are not reaffirmed, the Special Actions shall be discontinued and the Association shall have no further authority to act as the attorney-in-fact for the Association in the further prosecution or defense of such Special Actions but may, with the affirmative vote of Association Members entitled to cast not less than sixty-seven percent (67%) of the votes of all Association Members present, in person by proxy, and voting at a meeting of the Association duly called for this purpose, act as its attorney-in-fact with respect to any settlement or compromise of such Special Actions; provided the same is completed within six (6) months thereafter. If the Association Members, by resolution approved in accordance with this Section, authorizes the Association to initiate any Special Actions, then the decisions relating to the conduct of the Special Actions shall be made by the Association and its legal counsel, consultants and others engaged or retained by the Association for such purposes.

ARTICLE VI
ARCHITECTURAL CONTROL

6.1. *General Provisions*. In order to encourage harmonious architectural design and to protect the visual integrity, architectural spirit and long-term property values of the Lots and Association Property, the Declarant has established the Tower Hill Architectural Review and Design Committee (the "ARC"). Subject to Article XIII hereof, no dwelling, structure, improvement, landscaping or other man-made object, including, but not limited to, buildings, tennis courts, basketball courts, children's' recreation equipment or other recreational or sporting facilities, decks, patios, porches, pool houses, below ground swimming pools, greenhouses, tool sheds, ponds, gardens, driveways, paved areas, satellite dishes, radio antennas, communications equipment or facilities, fences, walls, together with all forms or types of landscaping located on any portion of the Lots or Association Property (collectively, the "Improvements") shall be designed, constructed, maintained, altered, extended, added to, removed or otherwise modified without the express written consent and approval of the ARC. In addition and subject to Article XIII hereof, no Improvements, once approved by the ARC shall be altered, extended, added to, removed or otherwise modified, nor shall any additional structures of any nature be erected, used or maintained nor shall any exterior change or alteration be made (including, but not limited to, exterior facade color changes or change in grade or drainage) to the Improvements except in accordance with any Design Guidelines adopted by the ARC from time to time and this Declaration, as applicable. Notwithstanding the foregoing and anything contained herein to the contrary, any Improvements marketed or sold by Declarant or by a Participating Builder or their respective assignees shall be deemed to have complied with any Design Guidelines adopted by the ARC and are presumed to have been pre-approved by the Declarant and the ARC, without the need

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or obligation to obtain any approvals or authorizations from either the Declarant or the ARC (the "Pre-Approval").

6.2. *Design Committee*. The Declarant has established the ARC which shall consist of three (3) members. The Declarant shall appoint the initial three (3) members during the first _____ (__) years that the ARC is in existence. Thereafter, the Declarant shall appoint two (2) members (for so long as Declarant still owns a Lot) and the Association shall elect one (1) member (until such time as Declarant no longer owns any Lot, whereupon the Association shall elect all three (3) members). ARC members may be either individuals or any form of entity, including, but not limited to, a corporation, limited liability company, partnership or trust, provided all such members shall be either an Owner, a designee of the Declarant, or an architect licensed in the State of Delaware (individually an "ARC Member" and collectively the "ARC Members"). The regular term of office for each ARC Member shall be one (1) year, measured from the date of such ARC Member's appointment and/or election. Declarant may remove with or without cause any ARC Member appointed by the Declarant at any time by written notice to such appointee. A successor or successors appointed to fill such a vacancy shall serve the remainder of the term of the former ARC Member. Any ARC Member elected by the Association may be removed only in accordance with the Bylaws of the Association. The ARC shall select its own Chairman and he, or in his absence the Vice Chairman, shall be presiding officer at its meetings. The ARC shall meet at least once in each calendar month if there are matters to be reviewed or upon call of the Chairman whenever he deems necessary in order to discharge its obligations and responsibilities hereunder, including rendering any decisions specified in this Article VI or the Design Guidelines. All meetings shall be held at the offices of the Association or at such other reasonable place as may be designated by the Chairman. A majority of the ARC Members shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the ARC Members shall constitute the action of the ARC on any matter before it. The ARC shall operate in accordance with its own rules of procedure, and these rules shall be filed with the Association. The ARC shall be authorized (but not obligated) to retain the services of consulting architects, landscape architects, community planners and/or attorneys to advise and assist the ARC in performing the design review functions herein prescribed. Any such professional must be licensed to practice its profession in the State of Delaware. The ARC shall keep accurate records of its membership and actions and shall from time to time, as warranted, notify all Owners of any change in the membership of the ARC as a result of resignations and replacements of ARC Members. The ARC may establish its own rules for the conduct of its meetings and its decision making process which shall which shall be adopted, promulgated, applied and enforced in a uniform and non-discriminatory manner among the Owners.

6.3. *Criteria For Submission, Review and Decisions or Plans*.

(a) Any request from an Owner for any Improvements shall be in writing and shall be submitted to the ARC in accordance with and pursuant to the Design Guidelines.

(b) In passing upon any plans and specifications submitted by an Owner, the ARC, in accordance with the provisions of this Declaration and the Design Guidelines, shall consider the aesthetic suitability and harmony of the Improvements to be constructed, to and with that portion of the Lot or Association Property, as applicable, on which it is proposed to be

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located; the comparability of the height, profile and color scheme with neighboring residences whether existent, under construction, or approved for construction; the impact of the item to be constructed on the environment, including, but not limited to, the preservation of trees and open spaces, and surface water drainage; the effect of the proposed Improvement and its planned usage and purpose, on the outlook of neighboring Lots and Association Property; and the quality of the materials to be used in construction and the proposed method of construction including, but not limited to, the effect of lighting and signage upon neighboring Lots and Association Property. No exterior colors or materials installed or approved by the ARC shall be changed through replacement, repair, redecoration, repainting or otherwise, except upon prior submission to and approval by the ARC, which approval may be withheld in the ARC's reasonable discretion. With respect to Improvements such as, but not limited to, driveways and turnarounds, fences, walls, recreational facilities, barbeques and patios, the ARC shall have the right in its absolute and sole but good faith discretion to prohibit such Improvements altogether if in the opinion of the ARC the construction and use of such Improvements will necessitate the removal of valuable trees, cause drainage problems, or have a detrimental effect on the outlook from or use of neighboring Lots or Association Property.

(c) In the event that repair, replacement or other work on Improvements becomes necessary, or the erection of any additional structures is necessary, then any such work shall, to the extent practicable, be performed so that the condition and appearance is equal to and identical to the condition and appearance of the dwelling, building, structure or improvement as originally constructed, or with respect to additional structures, the construction and appearance is in architectural harmony with the Improvements as originally built and developed under this Declaration.

(d) The ARC reserves the right to approve in advance proposed architects, builders and landscape designers.

6.4. *Review Fee*. Except for Improvements to be constructed by Declarant or any Participating Builder, any application to the ARC for review shall be accompanied by a reasonable application fee (as determined and published to the Owners from time to time by the ARC) to defray the cost of professional services that the ARC may reasonably incur to properly evaluate the plans and specifications (the "Plans and Specifications") provided by an Owner with respect to the Improvements which such Owner requests approval of pursuant to this Declaration and the Design Guidelines (the "Review Fee"). The initial amount of the Review Fee is One Hundred Dollars ($100.00). The ARC may waive the Review Fee on a case by case basis if the application for any such Improvements does not require the ARC to incur any professional fees or services in connection with its review and evaluation of the Plans and Specifications. The Review Fee shall be non-refundable unless the applicant withdraws its application prior to the ARC incurring any professional fees or expenses in connection with its review and evaluation of the application. All Plans and Specifications submitted to the ARC shall be retained by the ARC and shall not be returned to the applicant, unless the ARC elects to do so.

6.5. *Review and Decision Process*. Within sixty (60) days after the Owner has submitted all the required Plans and Specifications to the ARC, the ARC shall notify the Owner in writing whether such Plans and Specifications are either approved or disapproved. Any disapproval or objections shall be in writing and shall be detailed and shall include an explanation

for the basis or reason for such disapproval or objections, together with such reasonable changes, modification or other alterations and recommendations as appropriate or practicable that would render the Plans and Specifications acceptable to the ARC and in compliance with the review and approval criteria established under this Declaration. In the event Declarant fails to approve or disapprove an Owner's submission of the Plans and Specifications in writing within the aforementioned sixty (60) day period, then the ARC's approval shall be conclusively presumed to have been granted, provided, however that the aforesaid presumption shall not be deemed a waiver of the applicable provisions of this Declaration or be deemed to be the prior written approval of the ARC under any specific provision herein. No construction of the Improvements provided for in the submitted Plans and Specifications shall be commenced until the expiration of the aforementioned sixty (60) day period or the receipt of the ARC's written approval of the Plans and Specifications, whichever occurs first.

6.6. *Time for Review of Revised Plans and Specifications*. In the event the ARC shall disapprove any part of the Plans and Specifications as submitted in accordance with this Article, then the Owner shall have the opportunity to revise its Plans and Specifications to incorporate such changes, modifications, additions or deletions, as applicable, and shall resubmit the revised Plans and Specifications to the ARC, if the Owner so chooses, together with an additional Review Fee and the ARC shall have forty-five (45) days within which to review such revised Plans and Specifications and to determine the Owner's compliance with the ARC's designated changes. In the event the ARC fails or neglects to advise the Owner in writing of whether or not such revised Plans and Specifications are in compliance (or non-compliance) within the aforementioned forty-five (45) day period, then Declarant's approval shall be conclusively presumed to have been granted subject to the conditions provided for in paragraph (f) above applicable to such presumption. Any disapproval by the ARC of such revised and resubmitted Plans and Specification shall be communicated to the Owner in a written response in accordance with the details required for the ARC's approval as provided in paragraph (f) above.

6.7. *Changes in Approved Plans and Specifications*. Once the ARC has approved an Owner's Plans and Specifications and the Improvements, then the Owner shall not change, revise or otherwise modify the approved Plans and Specifications or the Improvements without first securing the ARC's written approval in the manner prescribed under this Article. Declarant shall endeavor to review such changes, revisions or other modifications within a shorter period of time than the aforementioned sixty (60) day period but shall not be required to do so.

6.8. *Approval for Landscaping Plans*. Landscaping shall be approved by the ARC in the same manner as set forth above. In addition to all applicable foregoing guidelines no excavation shall be made, or fill, sand, gravel, crushed stone, brick, asphalt, concrete or the like be placed, set or poured on any portion of the Lots or Association Property, so as to cause any blatant and material change in the appearance of such portion of the Lots or Association Property, as applicable, from the street or from any neighboring portion of the Lots or Association Property, as applicable, unless the ARC shall first have consented in writing. No fences, walls, hedges or other barriers shall be erected on any portion of the Lots or Association Property, as applicable, without the approval of the ARC, and no existing fences, hedges or barriers shall be removed without the approval of the ARC.

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6.9. *Dispute Resolution Process*. If any Owner or the Declarant believes that either the disapproval of any Plans and Specifications submitted by the Owner to the ARC or the ARC's proposed changes to such Plans and Specifications that may be required for the ARC's approval, or any of the Pre-Approvals are arbitrary and capricious, then any such Owner or the Declarant may request to be heard at a regular or special Board meeting to review such decision. If any Owner or the Declarant still believes that either the disapproval of any Plans and Specifications submitted by the Owner to the ARC or the ARC's proposed changes to such Plans and Specifications that may be required for the ARC's approval, or any of the Pre-Approvals are still arbitrary and capricious, after being heard by the Board, then any such Owner or the Declarant may, as its sole and exclusive remedy, submit such dispute to final and binding arbitration in accordance with the provisions of the Delaware Uniform Arbitration Act (the "Arbitration Act") and the rules of the American Arbitration Association applicable to such disputes, to the extent such rules are not inconsistent with the Arbitration Act. The fees of such arbitrator and all reasonable costs and expenses incurred by the Association and/or the ARC in defending its decision(s) shall be paid by the Owner or Declarant, as applicable, unless the arbitrator specifically finds and rules that the Association and/or the ARC, as applicable, acted in an arbitrary, capricious and meritless manner, in which event the Owner or Declarant, as applicable, shall not be required to reimburse the Association and/or the ARC, as applicable, for its reasonable costs and expenses. In determining any question, matter, or dispute before such arbitrator, the arbitrator shall apply the provisions of this Declaration without varying therefrom in any respect, and shall not have the power or authority to add, modify, or otherwise change any of the provisions of this Declaration, including, but not limited to, subparagraph (k) below regarding damages. The parties to any such arbitration agree to reasonably cooperate; to obtain the cooperation of their employees, agents and contractors, as applicable; to use reasonable efforts to supply as witnesses such employees, agents and contactors, as applicable; and to produce any relevant documents that may be assessed or required. In no event shall the arbitrator be authorized or empowered to award any damages or costs to the prevailing party except as expressly set forth above and in no event shall the arbitrator award any general, special, consequential or punitive damages whatsoever.

6.10. *Approvals/Disapprovals*. Neither the ARC, nor the ARC Members, nor the Board, their respective agents, employees, representatives, and its successors and assigns shall be liable or responsible for any damages to any Owner or to any other person submitting Plans and Specifications to the ARC for approval or to any third party by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any Plans and Specifications. Every person who submits Plans and Specifications to the ARC for approval, as provided herein, agrees, by submission of such Plans and Specifications, and every Owner or person claiming by or through the Owner agrees, by acquiring title to any Lot or any interest in any Lot, that it shall not initiate, commence or prosecute any action, claim or suit against the ARC, the ARC Members, its agents, employees or representatives to recover any such damages, including, but not limited to, special, consequential or punitive damages with respect to any approval, denial or failure to approve any Plans and Specifications and such Owner shall indemnify and hold the ARC and the ARC Members harmless from and against any and all such damages.

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ARTICLE VII
USE RESTRICTIONS

Subject to Article XIII hereof and in addition to all other covenants contained herein, the use of the Lots and Association Property, is subject to the following:

7.1. *Permitted Uses*. All buildings located or erected on any Lot shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one used for residential purposes, except that a home-based business may be maintained within such a building, provided that (i) such maintenance and use is limited to the person actually residing in such building; (ii) no employees or staff other than a person actually residing in such building are utilized; (iii) no clients or customers of such business visit such building; (iv) the number of persons, other than clients or customers, that shall visit such business and the frequency of such visits shall be kept to a reasonable minimum, as determined in the sole discretion of the Board; (v) such maintenance and use is in strict conformity with the provisions of any applicable Laws; (vi) the person utilizing such business maintains a principal place of business at a location other than such building; (vii) such business uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors and does not cause an increase of Common Expenses that can be solely and directly attributable to the business; and (viii) such business does not involve the use, storage or disposal of any materials that the United States Secretary of Transportation or the State of Delaware, Sussex County or any local governing body designates as hazardous material. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant or a Participating Builder from using any portion of the Property or the Project, or any improvements thereon, for storage, promotional or display purposes, as "model homes," as sales and/or construction offices, or the like.

7.2. *Prohibited Uses and Nuisances*. Except for the activities of the Declarant and any Participating Builder during the construction and development of the Property and Project, or except with the prior written approval of the Board and the Declarant, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any building or the Association Property:

(a) No noxious or offensive trade or activity shall be carried out upon any portion of the Property or Project, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes as well as outdoor speakers and associated equipment installed by any Participating Builders (as approved by the Declarant) as part of the building and improvements constructed on a Lot, shall be located, installed, maintained or replaced upon the exterior of any building or other improvements constructed upon any portion of the Property or Project.

(b) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any portion of the Property or Project or within any building or other improvement located thereon, except that this shall not prohibit the keeping of a reasonable number of dogs, cats, caged birds or other small

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domestic animals as pets not to exceed four (4) provided (i) they are not kept, bred or maintained for commercial purposes; (ii) such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Owners; and (iii) such pets are maintained in strict conformance with all Laws. The Board shall have the authority, after a hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Owners, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by all Laws. Pets shall not be permitted upon the Association Property unless accompanied by a responsible person and unless they are carried or leashed. Pets shall not be permitted upon the Property except as provided in the Property Rules and Regulations. The Board shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any portion of the Property or Project. This subsection (c) shall not be applicable to the Declarant or any Participating Builder during the construction and development of the Property or Project.

(d) Except for parking within garages, and except as herein elsewhere provided, no junk vehicle, commercial van or commercial truck (except pick-up trucks or sport utility vehicles or jeeps), unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle that would not pass applicable state inspection criteria), trailer, mobile home, camp truck, house trailer, recreational vehicle, boat or other similar vehicles, machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling or grounds and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Association Property) shall be kept upon the Property, including any Lot or upon the public or private streets within or adjacent to the Property , nor (except for bona fide Emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon; provided, however, any trailer, mobile home, camp truck, house trailer, recreational vehicle, boat or other similar vehicles that are either owned, rented or leased by an Owner may be temporarily kept upon the Owner's Lot (but not any adjacent portions of the public or private streets) solely with respect to either cleaning, loading or unloading any of the foregoing described vehicles, or picking up or discharge passengers therefrom for a reasonable period of time not to exceed forty eight (48) hours. This subsection (d) shall not be applicable to the Declarant or any Participating Builder during the construction and development of the Property or Project.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection and the evening prior to such days of trash collection. Trash and garbage containers shall not be placed on the curb for trash collection any earlier than 5 p.m. on the day prior to trash collection, and must be removed from public view no later than 7 p.m. on trash collection day No incinerator shall be kept or maintained upon any portion of the Property or Project. No garbage or trash containers shall be kept on the front yard of any Lot and garbage and trash containers kept or maintained in the side or rear yard of any Lot shall be screened from public view at all times. This subsection (e) shall not be applicable to the Declarant or any Participating Builder during the construction and development of the Property or Project.

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(f) No Lot shall be further divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to (i) prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, Declarant, or any other individual or entity for any purpose, or (ii) prohibit minor boundary line adjustments between adjoining Owners or between any Owner and the owner of the Association Property, as applicable, if done in accordance with applicable Laws. Further, the provisions of this subsection shall not be deemed to preclude any Owner from granting an easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, to serve necessary public purposes, or from dedicating or conveying a portion of such Owner's Lot for such purposes.

(g) No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets and roadways. Without limiting the generality of the foregoing, no wire or other lawn edging, fencing or other treatment shall be placed or maintained on any portion of the Property or Project which would impede the Association's ability to perform its obligations as set forth in this Declaration, or which would be inharmonious with the aesthetics of the Property and Project.

(h) No decorative lawn ornament, no structure of a temporary character, and no tent, shack, storage shed, barn, pen, kennel, run, stable, or other similar structure or building shall be erected, used or maintained on any portion of the Property or Project at any time. This subsection (h) shall not be applicable to the Declarant or any Participating Builder during the construction and development of their respective Lots.

(i) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such sales and promotional sign or signs as may be maintained by or with the written consent of the Declarant or the Association, or except as may be expressly permitted pursuant to applicable law, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any portion of the Property or Project; provided, however, that one temporary real estate sign not exceeding twelve inches by eighteen inches (12" x 18") in area may be placed and maintained in the window or otherwise inside of the dwelling erected upon any Lot, in the case of any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed within five (5) days of the settlement of the sale or rental of such dwelling. The provisions and limitations of this subsection (i) shall not apply to any institutional first mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure. This subsection (i) shall not be applicable to the Declarant or any Participating Builder during the construction and development of their respective Lots.

(j) No water pipe, sewer pipe, gas pipe, drainage pipe, cable or other similar transmission line shall be installed or maintained upon any portion of the Property or Project above the surface of the ground and no wire, cable or other similar transmission line may be attached to the exterior of any structure on any portion of the Property or Project; provided,

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however, that such pipes, transmission lines, wires or cables providing utility services to any portion of the Property or Project (including, but not limited to, electricity, telephone, gas, water, sewer and cable television) shall be permitted. Except during periods of actual use, no hose shall be stored or placed in the front or side yard of any dwelling unless concealed or screened from public view.

(k) No structure, planting or other material shall be placed or permitted to remain upon any portion of the Property or Project which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard the direction or flow of any drainage channels.

(l) Vegetable gardens shall be maintained only within the rear yard of any Lot, and shall be maintained in a neat and attractive manner. No composting activities of any kind or nature shall be permitted on any portion of the Property or Project, including, but not limited to, natural composting activities. In addition, no Owner shall erect or maintain any composting piles or receptacles or containers on any portion of the Property or Project.

(m) Lawn furniture shall be used and maintained on Lots in rear yards, front porches, courtyards and/or decks only, unless otherwise determined by the Board, and shall be maintained in a neat and attractive manner.

(n) No equipment or machinery (including, without limitation, equipment or machinery for use in connection with the maintenance of any dwelling such as power washers, ladders, lawn mowers, rakes, shovels, etc.) shall be stored in the front, rear or side yard of any Lot.

(o) No Association Member shall make any private, exclusive or proprietary use of any of the Association Property and no Association Member shall engage or direct any employee of the Association on any private business of the Association Member during the hours such employee is employed by the Association, nor shall any Association Member direct, supervise or in any manner attempt to assert control over any employee of the Association.

(p) Any fence constructed upon the Property or Project shall not extend forward of the rear building line of the dwelling on any Lot upon which any such fence is erected and shall be located at minimum of at least five (5) feet from the applicable side and rear yard property lines and shall not otherwise impede or interfere with the proper drainage of any drainage swales or other drainage or storm water related facilities. No fence shall be constructed or maintained upon a Lot until the plans for the same have been approved in writing in accordance with the provisions of Article VI herein. No fence shall be more than four feet (4') in height or such other height as permitted under the applicable codes or ordinances of Sussex County. Such fences shall be constructed of anodized aluminum and shall be black in color for aluminum and shall be in one of three (3) available styles of fencing that are available to choose from and have otherwise been approved in writing pursuant to Article VI herein. All other types, materials and colors of fencing are specifically prohibited, including but not limited to chain link and split rail. Notwithstanding the foregoing, this subsection (p) shall not apply to fences installed by or on behalf of the Declarant or a Participating Builder during the construction and development of the Property or Project, which in the sole opinion of the Declarant or Participating Builder, as

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applicable, shall be required, convenient or incidental to the Declarant's or Participating Builder's, as applicable, construction, development, marketing, leasing and sales activities within the Property or Project.

(q) Bed sheets, plastic sheets, newspapers, plastic storm windows or other similar window treatments shall not be hung or placed in or on any window on any dwelling located on any Lot.

(r) All on-Lot lighting shall be designed and mounted in accordance with the terms of the Design Guidelines and as otherwise provided under this Declaration. Any such lighting shall be generally directed in such a manner to enhance the immediate area around any dwelling on a Lot and shall not be directed toward other dwellings on adjacent Lots or properties surrounding the Property or Project, so as to be a nuisance to adjacent Owners or landowners outside of the Property or Project.

(s) No drying or airing of any clothing or bedding shall be permitted outdoors and within any Lot other than within rear yards, and clothes-hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight when not in use.

(t) No garage or outbuilding properly erected on a Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No garage may be altered, modified or changed in any manner which would inhibit or in any way limit its function as a parking area for vehicles without obtaining prior written approval pursuant to Article VI of this Declaration. Notwithstanding the foregoing, any Lot owned by the Declarant or a Participating Builder upon which is situated a dwelling in which the garage has been modified to serve as living area or marketing/sales area shall be exempt from this paragraph and any grantee of the Declarant, and such grantee's successors and assigns, shall also be exempt until such time as the garage is restored or a garage is constructed on such Lot. Except when being used as an entrance or exit, garage doors shall be maintained in a closed position at all times.

(u) No flags and associated poles or other related supports shall be erected, displayed or maintained on any Lot or the Property except for flags suspended on poles or supports no longer than five (5) feet in length which are attached to the front porch or garage of a dwelling unit on such Lot and as otherwise provided pursuant to Section 7.6.

(v) No mailboxes shall be installed or permitted on any Lot.

7.3. *Satellite Dishes*. Installation of antennas, including satellite dishes, shall be governed by this Section and such other additional reasonable rules and regulations regarding the location and screening of any such items that the Board shall impose from time to time. The Federal Communications Commission (the "FCC") adopted a rule effective October 14, 1996 (the "FCC Rule"), preempting certain restrictions concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas (collectively, "Antennas"). The requirements set forth in this Section are generally consistent with the FCC Rule; however, because the FCC Rule is subject to change or modification, the Board reserves the right to amend and modify any requirements governing installation, maintenance, and

use of Antennas, which may be more restrictive than as set forth herein and which may, in the discretion of the Board, be applied retroactively. Antennas not covered by the FCC Rule, including satellite dishes in excess of one (1) meter in diameter, shall not be installed on the exterior portions of any Lot or dwelling without prior written approval as required by Article VI. Antennas situated entirely within a dwelling, and not visible from the exterior are permitted. Antennas covered by the FCC Rule, including satellite dishes of one (1) meter or less in diameter, are permitted within a Lot, provided such Antennas shall not be visible from the front elevation of the Lot; provided, however, that nothing herein requires installation of such an Antenna in a location from which an acceptable quality signal cannot be received, as certified in writing by a licensed installer or which causes an unreasonable delay or cost increase in such installation.

7.4. *Leasing and Transfers*. All leases of dwelling units on all Lots shall (i) be for a minimum of thirty (30) days and contain provisions advising the tenant of his or her obligation to comply with all provisions of this Declaration, the Association Documents and the rules and regulations of the Association, and (ii) provide that the Association shall have the right, in addition to all other rights provided by DUCIOA and any other applicable Laws, to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Association Documents or the rules and regulations of the Association, or of any other document, agreement or instrument governing the dwelling units Property or Project. The Owner(s) of a leased or rented dwelling unit on a Lot shall notify the Association in writing of the Owners' current address. The Owner(s) of a leased or rented dwelling unit on a Lot shall be jointly and severally liable with his tenant(s) to the Association to pay any claim for injury or damage to persons or property caused by any action or omission, including, without limitation, the negligence of the tenant(s). Every lease shall be subordinate to any lien filed by the Association, whether before or after such lease was entered into.

7.5. *Parking*. Parking within the Lots and Association Property shall be subject to the following restrictions:

(a) The Association shall be entitled to establish supplemental rules concerning parking and traffic control on any portion of the Lots and Association Property, including, without limitation, providing for reserved parking which allows the exclusive use of one or more parking spaces located upon the Association Property by one or more Owners and/or the involuntary removal of any vehicle violating the provisions of this Declaration and/or such rules.

(b) Each Owner shall comply in all respects with such supplemental rules which are not inconsistent with the provisions of this Declaration which the Board may from time to time adopt and promulgate with respect to parking and traffic control within the Lots and Association Property, and the Board is hereby authorized to adopt such rules.

(c) Parking shall be prohibited in the turn-arounds, fire lanes and cul-de-sacs located on the Association Property as provided on the Development Plans.

7.6. *Rules and Regulations*. The Association shall have the right to adopt rules and regulations in accordance with § 81-320 of DUCOIA governing the use by the Owners of the Association Property and/or Lots, which rules and regulations shall not apply to any Participating

Builder and which shall not be inconsistent with the provisions of this Declaration. Such rules and regulations may include the regulation of rentals in the Project and govern specific leasing standards, including, but not limited to, permitted signage or advertising, minimum lease terms and maximum number of occupants permitted to occupy a main dwelling, the display of American flags or other flags (consistent with federal law, § 81-320 of DUCIOA and Section 7.2(u) above, as applicable) and/or the display and placement of political signs (consistent with § 81-320 of DUCIOA). Any rules and regulations adopted by the Association shall be a governing document of the Association.

7.7. *Exemptions*. None of the restrictions and provisions set forth in Sections 7.2 through 7.7 above shall be applicable (i) to any portion of the Property or Project owned by the Declarant or a Participating Builder or to the activities of the Declarant or a Participating Builder, and their officers, employees, agents and assigns, in their development, marketing, leasing and sales activities within the Property and Project or (ii) to the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Association Property.

7.8. *Notice of Special Provisions Regarding the Property and Project*.

(a) The Property and Project are located in the vicinity of land used primarily for agricultural purposes on which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may in the future involve noise, dust, manure and other odors, the use of agricultural chemicals and nighttime farm operations. The use and enjoyment of the Property and Project is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.

(b) The streets designated on the Development Plans are intended to be private streets to be maintained by the Association. The streets must be improved to Sussex County standards and the Declarant and/or Association, as applicable, each reserves the right to convey any and all such private streets to the State of Delaware or another governmental entity.

(c) The Property contains regulated wetlands. Activities within these wetlands may require a permit from the U.S. Army Corps of Engineers and/or the State of Delaware.

ARTICLE VIII
DECLARATION OF EASEMENTS AND RIGHTS

8.1. *Declaration of Easements and Rights*. Subject to Article XIII hereof, the following easements and rights are hereby declared or reserved:

(a) For so long as Declarant owns any Lot or any portion of the Property or Project, Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over all or any portion of the Property or Project, including but not limited to the Utilities.

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(b) Each Lot and the Association Property are hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots and the Association Property for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause, there shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of any Owner if said encroachment occurred due to the willful misconduct of said Owner. In the event a structure on any Lot or the Association Property is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot, and the Association agree that minor encroachments over adjoining Lots or Association Property shall be permitted and that there shall be easements for the maintenance of said encroachments so long as they shall exist.

(c) There is hereby reserved unto the Declarant and each Participating Builder (and their successors and assigns to whom such easement has been specifically assigned in writing), for the benefit of the real property shown on the Development Plans, and for the benefit of the Declarant and its agents, a non-exclusive, perpetual blanket easement upon, across, over and under the Property and Project (provided such easement does not encroach upon any building within the Property or Project or unreasonably interfere with the use and enjoyment of the Property or Project) for vehicular and pedestrian ingress and egress, curb cuts, slope, and grading easements, as well as for the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, storm water detention and/or siltation, gas, propane, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property or Project from time to time. By virtue of this easement, it shall be expressly permissible to erect and/or maintain the necessary poles, pipes, lines, service boxes, and other equipment on the Property or Project, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, propane lines, and/or Irrigation Facilities, on, above, or below any portion of the Property or Project, including any improvements constructed thereon, and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property or Project. There is further reserved unto the Declarant and Participating Builders the right to erect entry features, promotional and other similar items within the Property or Project provided they do not unreasonably interfere with the use, operation and enjoyment of the Property or Project. There is further reserved unto the Declarant and Participating Builders a ten foot (10') easement for Utilities, Irrigation Facilities, Wastewater Facilities, storm water management and drainage, and for all other uses necessary or desirable to develop the Property or the Project, along the front, rear and side line of each Lot. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property or Project in furtherance of the blanket easement created by this subsection. Further, without limiting the generality of the foregoing, the Declarant reserves the right to unilaterally execute and record such additional easements and agreements as may be necessary in order to give effect to the foregoing easements and other rights, which additional easements and other agreements need not be consented to or joined in by any party having an interest in the Property or Project; provided, however, that if requested by the Declarant, any party having an interest in the Property or Project shall promptly join in and execute such confirmatory easements and other agreements.

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(d) The Association Property is hereby subject to a non-exclusive, perpetual easement and right of passage, for the benefit of the Association Members, for ordinary and reasonable pedestrian ingress and egress over, across and upon any sidewalk, trail or walkway (or the replacement thereof) constructed within the Association Property that may reasonably be deemed to have been constructed or intended for pedestrian use.

(e) An easement is hereby reserved to Declarant and each Participating Builder to enter the Lot and Association Property during the period of construction and sale of the Lots and Facilities located thereon, and to maintain the Property and perform such operations as in the sole opinion of Declarant or Participating Builder, as applicable, may be reasonably required, convenient or incidental to the construction of the Facilities and for the construction and sale of residences, including, without limitation, an easement for the following purposes: (i) ingress and egress to and from any and all portions of the Property and Project by trucks, construction equipment, construction personnel and the like; (ii) to construct, install, reconstruct, alter, modify, remove and replace the Facilities or any other improvements within the Property and Project; (iii) to excavate, fill and coordinate the height, grade, slope and contour of the Property and Project, and to add and remove soil from the Property; and (iv) for the conduct of all other development, construction, marketing, sales, leasing and related activities as may be deemed necessary or desirable by the Declarant and Participating Builders to implement the Development Plans, to comply with requirements imposed by Sussex County, Delaware, or any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Property or Project, and/or to comply with applicable Laws.

(f) An easement is hereby reserved to Declarant and each Participating Builder to enter the Lot and Association Property for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property, Project, Lots, and Association Property or the improvements thereon. There is further reserved unto the Declarant and each Participating Builder and their agents a non-exclusive easement over, across and through all of the Property and Project for the purpose of access, the storage of building supplies and materials and equipment and, without any limitation, for any and all purposes reasonably related to the completion of the development, construction, rehabilitation and repair of the Property or Project.

(g) The Declarant reserves a perpetual blanket easement and right on, over and under the Property and Project to establish, maintain, change and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Any provision hereof to the contrary notwithstanding, the Declarant shall have no obligation whatsoever to perform any work or to take any action regarding drainage of surface water within the Property or Project. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action as may be reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an Emergency exists which precludes such notice. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property or Project in furtherance of the blanket easement created by this subsection.

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(h) The rights and duties of the Association and the Owners with respect to all public and/or private utilities serving and/or benefiting all or any portion of the Property or Project, including, without limitation, water, sewer, gas, propane, electricity, cable television, internet, telephones, storm drains, down spouts, yard drains, and all pipes, wires, cables, conduits, transmission lines and other related facilities and equipment (collectively, the "Utilities") shall be governed by the following:

(1) Each Lot is hereby subject to a non-exclusive perpetual easement and right of passage upon, across and under such Lot, for the benefit of the Declarant, Association and Owners of all other Lots for the installation, maintenance, repair, replacement, inspection, operation and use of all Utilities. The Owner of any Lot and the Declarant and Association shall each have the right, and they are hereby granted an easement and right of passage to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Property or Project in which the Utilities lie, to inspect, repair, replace and generally maintain such Utilities.

(2) The right granted in subsection (1) above shall be only to the extent necessary to entitle the owner of the property serviced by the Utilities (including the Declarant as the owner of any Lot, and the Association as the owner of the Association Property) to their full and reasonable use and enjoyment of such property, and provided further that anyone exercising such right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(i) Each Lot is hereby subject to an easement and right of passage upon, across and under such Lot for the drainage and discharge of water from any storm drain, down spout or yard drain situated on another Lot or Association Property and the Owner of such Lot may not alter or obstruct such drainage or flow of water to the detriment of any Lot or Association Property.

(j) The Association shall have an easement to enter any portion of the Property or Project for the performance of its duties hereunder, including, without limitation, fenced, or other similar areas of the Property or Project.

(k) With respect to any step, patio, deck, downspout or yard drain or other similar structure that may benefit any Lot and is constructed by the Declarant or any Participating Builder and that may encroach upon any portion of the Association Property, there is hereby reserved for the benefit of the Lot that such step, patio, deck, downspout, drain or other structure serves, a perpetual easement for the location, maintenance, repair and use of such structure or items within the Association Property, but only to the extent that the Declarant's or Participating Builder's original construction thereof encroaches within the Association Property. The Owner of the Lot benefiting from such easement agrees to maintain such structure or item and to indemnify and hold the Association harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement granted hereby.

(l) There is hereby created for the benefit of each Lot that is enclosed, in whole or in part, by any wooden, brick, stone or other similar fence and/or wall constructed by the Declarant or any Participating Builder, a perpetual easement to use any portion of the

Association Property that may be located between such fence and/or wall and the record platted lot line for such benefited Lot. The obligation to maintain such portion of the Association Property shall be that of the Owner of the benefited Lot, and the obligation to maintain such portion of the wooden, brick, stone, or other similar fencing as is located within the Association Property, and that encloses the benefited Lot, in whole or in part, shall be that of the Association, as applicable. The Owner of any Lot benefiting from the foregoing easement agrees to indemnify and hold the Association harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement rights provided for herein.

(m) A mutual right and easement for utility services is hereby established for the benefit of all Owners, and the Association, such that no action which would in any way interfere with utility services being provided to any Owner or the Association within the Property or Project shall be taken by any Owner or the Association. If a Lot contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners of Lots or the Association, then the Owner of such Lot shall promptly, at such Owner's expense, repair any damage to such utilities caused by the Owner, or such Owner's tenants, lessees, agents, guests, invitees, licensees or family members.

(n) The Association and its agents and employees, shall have an irrevocable right and an easement to enter the Lots and the Association Property for purposes of exercising the rights and fulfilling the obligations established by this Declaration.

(o) The Declarant reserves the right to modify or alter the size, number, type and location of the Association Property and the Lots and any other improvements thereon, as it deems necessary or desirable in conjunction with the development of the Property or Project. Without limiting the generality of the foregoing, the Declarant reserves the right to resubdivide all or a portion of the Property or Project, to convey the Association Property, to modify the site plans, to construct the Facilities on the Association Property, and to take whatever other action with respect to the Association Property, Facilities and Lots as the Declarant may deem necessary or desirable.

(p) The Association is hereby granted a non-exclusive easement and right of passage on, through, over, under and across the Lots and Association Property to maintain, repair and replace any Facilities situated within the Lots or Association Property.

(q) The Association and all Lot Owners shall be prohibited from installing a well for any purpose and shall be required to use the sewer system, water system, and propane systems serving the Project and pay the prevailing service connection fees, rates and charges for sanitary sewage, water and propane services as more specifically set forth in the agreement(s) with the Utilities.

(r) Non-exclusive easements are hereby reserved unto the Declarant (and its successors and assigns to whom such easements have been specifically assigned in writing) and for the benefit of the Utilities who shall operate the central sewage disposal system, water system, and propane system, and shall include the construction, operation and maintenance, repair and replacement of the central sewage disposal system, water system and propane system for the Project and any additional adjacent properties as provided under this Declaration. The foregoing

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easements shall be broadly construed and shall include any and all of the easement rights granted or reserved under this Declaration as may be reasonably necessary so as to enable the Declarant and the Utilities to undertake and perform all of the obligations and duties imposed under the applicable agreements or as otherwise provided in this Declaration.

(s) Notwithstanding anything contained in this Declaration to the contrary, for a period of ten (10) years from the recordation of this Declaration, Declarant reserves the right to grant easements to allow adjacent properties to be serviced by the Utilities that shall service the Project subject to and in compliance with all applicable Laws (the "Additional Utilities Users"). Any such Additional Utilities Users may be assessed for their pro rata share of the actual costs and expenses of the Utilities including, but not limited to, the maintenance, repair and replacement thereof as originally determined by the Declarant or applicable Utilities.

8.2. *Utilities Lien*. The Declarant, for itself and its successors and assigns, and for each Lot within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed or other transfer document therefore, hereby covenants and agrees to pay the Utilities user fees periodically billed by the Utilities with respect to each Owner's Lot. No Owner of a Lot may waive or otherwise escape any liability for wastewater, water or propane user fees.

8.3. *Declaration of Deferred Water and Sewer Charges*. The Declarant, for itself and its successors and assigns, and for each Lot within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed or other transfer documents therefore, hereby covenants and agrees to abide by all terms and to pay all amounts and assessments thereunder to Declarant or Declarant's affiliate.

8.4. *Utilities Exemption for Assessments*. As owner of any wastewater service line or other easement or license in Tower Hill, the applicable Utilities shall not be liable or responsible for any dues or assessments to Declarant or the Association under this Declaration.

8.5. *Association Easements*. The Board shall have the right to grant easements, rights-of-way, licenses and similar interests over any part of the Association Property for any lawful purpose which the Board determines, in its sole discretion, to be in the best interests of the Association.

ARTICLE IX
MAINTENANCE

9.1. *Owners' Maintenance*. Except as otherwise specifically provided in this Declaration, the Owner of each Lot shall keep the Lot, and all improvements therein or thereon, in good order and repair and free of debris in a manner and with such frequency as is consistent with good property management and the Community-Wide Standard, excluding, however, the responsibility for mowing, fertilizing, trimming, pruning and/or otherwise maintaining all or any portion of the grass, shrubs, bushes, trees and other planted materials, (but not excluding any replacements thereof, which shall be the Owner's responsibility) as may be located within the Lawn Area, which shall be the responsibility of the Association. In the event that the Owner of such Lot shall fail to maintain the Lot in a manner consistent with good property management and the Community-Wide Standard, then the Association or its agent shall each have the right to enter

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upon said Lot to repair and maintain such Lot. Whenever entry is not required in an Emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. All costs related to such repair and maintenance, including reasonable attorney's fees, shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article V hereof. The Owner of any Lot shall be responsible for the installation and maintenance of all Irrigation Facilities located on or under such Owner's Lot and shall be responsible for the payment of all utility bills associated with the use of the Irrigation Facilities on such Owner's Lot. In the event an Owner of any Lot shall fail to maintain such Irrigation Facilities and any damage is caused to all or any portion of the grass, shrubs, bushes, trees and/or other planted materials, the Association and its agent shall have the right to enter upon said Lot to repair, maintain and restore such Irrigation Facilities and such grass, shrubs, bushes, trees and/or other planted materials. All costs related to such repair, maintenance and restoration, including reasonable attorney's fees, shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article V hereof. The Association shall also have the right to enter the Lots to correct drainage. Whenever entry is not required in an Emergency situation, the Association shall afford the Owner reasonable notice and opportunity to cure the problem prior to entry. All costs related to such correction, repair or restoration, including reasonable attorneys' fees, shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article V of this Declaration.

9.2. *Association Maintenance*.

(a) Except as otherwise specifically provided in this Declaration (e.g. for damage arising from failure of any Owner to repair, maintain and/or restore Irrigation Facilities), the Association shall be responsible for mowing, fertilizing, trimming, pruning and/or otherwise maintaining all or any portion of the grass, shrubs, bushes, trees and other planted materials, (but not any replacements thereof, which shall be Owner's responsibility) as may be located within the Lawn Area of each Lot, with such frequency and in conformity with such standards as may be established by the Board from time to time.

(b) The Association shall maintain, repair and replace the Association Property and shall keep the Association Property in good order at all times and shall arrange for grass cutting and other maintenance approved by the Board from time to time, if any, to the lawns located in exterior areas of the Lots. This obligation shall include, without limitation (i) the maintenance, repair and, as necessary, replacement of any private streets and parking areas within the Association Property, (ii) the maintenance, repair and, as necessary, replacement of any landscaping, pathways, sidewalks, trails and walkways that are constructed or installed by, or on behalf of, the Declarant or Participating Builder within the Association Property, provided that the Association shall not be obligated to maintain, repair or replace any landscaping, pathway, sidewalk, trail or walkway leader, or portion thereof, within any Lot (the maintenance, repair and replacement of any such landscaping, pathway, sidewalk, trail or walkway leader shall be the obligation of the Lot Owner, as applicable), and (iii) the removal of accumulated snow and ice from within all private streets and parking areas within the Association Property and from all Association Property pathways, sidewalks, trails, walkways, or portions thereof. Further, the Association shall maintain, repair and replace (i) any rights-of-way, swales, culvert pipes, entry strips, signage, and entrance features or improvements that are situated within or that are appurtenant to and serve the Association Property, including, without limitation, any landscaping

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and other flora and improvements situated thereon, and (ii) any other real and personal property, facilities and equipment as the Association is obligated or elects to maintain pursuant to this Declaration, or any lease, easement or agreement, or the direction of any governmental authority or agency. The expenses of all such maintenance, repair and replacement of the Association Property and of the exterior of the Lots shall be a Common Expense of the Association, including, but not limited to, reserves for the maintenance, repair and replacement of any such property or improvements. The Association shall also maintain any portion of any Lot that it is obligated or elects to maintain pursuant to this Declaration, any easement or other agreement.

(c) The Association shall also have the right to enter any Lot without the consent of the Owner and/or occupant or other governing body thereof, to conduct any Emergency repairs as are necessary and for the maintenance and protection of the Association Property or any Lot that the Association is responsible for under this Declaration. The costs of such repairs shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article V herein.

(d) The Association shall be responsible for the maintenance, repair and replacement of any of the Association Property which consist of storm water management area or facilities situated within the Association Property to the extent that Sussex County, Delaware or other third party does not assume the responsibility for the maintenance, repair and replacement of any storm water management area or facilities, including, without limitation, drainage pipes, culvert pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any, which serve and/or benefit the Property or Project whether or not located within the Association Property if the Association is responsible therefor pursuant to any easement, agreement or the direction of any governmental authority or agency. Such responsibility may be in the form of contributing the Association's share of the maintenance costs of any such storm water management area, facility or equipment pursuant to an easement or agreement which shall be a Common Expense of the Association. The Board may enter into any such easements and/or other agreements as the Board may deem necessary or desirable for purposes of allocating and/or sharing the costs associated with the maintenance of any storm water management areas, facilities and/or equipment which serve and/or benefit the Association Property and the Lots. The Association shall not refuse to accept the conveyance of any such storm water management area, facilities or equipment from the Declarant provided such conveyance is made in compliance with all applicable Laws. Declarant shall have right, title and authority to consummate any such conveyance pursuant to the authority granted and reserved in the irrevocable power of attorney coupled with an interest under Article XII.

9.3. *Additional Maintenance Responsibilities*. The Association may, in the discretion of the Board, provide additional services and/or assume additional maintenance responsibilities with respect to all or any portion of the Lots or Association Property not referenced in Section 9.2 of this Declaration. In such event, all costs of such services and/or maintenance shall be assessed only against those Owners residing within the portion of the Property or Project receiving the additional services. This assumption of responsibility may take place either by contract or because, in the opinion of the Board, the level and quality of service or maintenance then being provided is not consistent with the Community-Wide Standard.

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ARTICLE X
INSURANCE

10.1. *Required Coverage*. The Board, or its duly authorized agent, shall be required to obtain, maintain and pay the premiums, as a Common Expense, upon a policy of hazard insurance covering the Association Property and any property required to be insured by the Association pursuant to any easement or lease agreement (except land, foundation, excavation and other items normally excluded from coverage) including fixtures and building service equipment, to the extent that they are a part of the Association Property or such other property which the Association may insure, as well as common personal property and supplies.

(a) The hazard insurance policy shall afford, as a minimum, protection against loss or damage by fire and all other perils normally covered by the standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, shall meet the requirements of DUICOA § 81-313, and shall name the Association as a named insured. The insurance should cover one hundred percent (100%) of the current replacement cost (less a reasonable deductible) of the insured property. Coverage need not include land, foundations, excavations or other items that are usually excluded from insurance coverage. Unless a higher maximum amount is required pursuant to the law of the State of Delaware, the maximum deductible amount for coverage of the Association Property is the lesser of Ten Thousand Dollars ($10,000.00) or one percent (1%) of the policy face amount. The funds to cover this deductible amount should be included in the Association's operating reserve account.

(b) Each hazard insurance policy must be written by a hazard insurance carrier which has a current rating by the Best's Key Rating Guide of B/III or better (or its equivalent). Each insurer must be specifically licensed or authorized by law to transact business within the State of Delaware. The policy contract shall provide that no assessment may be made against the Mortgagee, and that any assessment made against others may not become a lien on the mortgaged Lot superior to the First Mortgage.

(c) The hazard insurance policy must provide that the insurance carrier shall notify the Association and each Mortgagee named in the mortgagee clause in writing at least ten (10) days before it cancels or substantially changes the Association's coverage. In addition, each Eligible Mortgage Holder shall receive timely written notice of any lapse, material modification or cancellation of any insurance policy covering the Association Property.

(d) All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly accepted by private institutions as mortgage investors in the area in which the mortgaged premises are located. The following endorsements are also required: (i) an Inflation Guard Endorsement (if reasonably available); (ii) a Construction Code Endorsement if the Association Property are subject to a construction code provision which would become operative and require changes to undamaged portions of any structures, even when only part of a structure is destroyed by an insured hazard or peril; and (iii) a Steam Boiler and Machinery Coverage Endorsement if any structure within the Association Property has central heating or cooling, which should provide for the insurer's minimum liability per accident per location to be

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at least equal to the lesser of Two Million Dollars ($2,000,000.00) or the insurable value of the structure(s) housing the boiler or machinery.

(e) If the Association Property is located in a Special Flood Hazard Area designated as A, AE, AH, AO, A1-30, A-99, V, VE, or V1-30 on a Flood Insurance Rate Map, the Association must maintain a "master" or "blanket" policy of flood insurance on the Association Property. The amount of flood insurance shall be at least equal to the lesser of one hundred percent (100%) of the insurable value of all structures and improvements situated in such Special Flood Hazard Area or the maximum coverage available under the applicable National Flood Insurance Administration program. Unless a higher deductible amount is required under the laws of the State of Delaware, the maximum deductible amount for flood insurance policies shall be the lesser of Five Thousand Dollars ($5,000.00) or one percent (1%) of the policy's face amount. The funds to cover this deductible amount should be included in the Association's operating reserve account.

(f) The Association shall obtain and maintain a comprehensive general liability policy of insurance covering all of the Association Property, public ways and any other areas that are under the Association's supervision that meets the requirements of DUCOIA § 81-313. The policy shall also cover any commercial space owned by the Association, even if such space is leased to others. The policy should provide coverage for bodily injury (including death) and property damage that results from the operation, maintenance or use of the Association Property and any legal liability that results from law suits related to employment contracts in which the Association is a party. Supplemental coverage to protect against additional risks should also be obtained, if required by a Mortgagee. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. Liability coverage shall be at least One Million Dollars ($1,000,000.00) per occurrence, for bodily injury and property damage, unless higher amounts of coverage are required by a Mortgagee. The liability policy must provide that the insurance carrier shall notify the Association in writing at least ten (10) days before it cancels or substantially modifies the Association's coverage.

10.2. *Fidelity Coverage*. To the extent reasonably available, blanket fidelity insurance may be maintained by the Board for all officers, directors, managers, trustees, employees and volunteers of the Association and all other persons handling or responsible for funds held or administered by the Association, whether or not they receive compensation for their services. Where the Board has delegated some or all of the responsibility for the handling of funds to a management agent, such management agent shall be covered by its own fidelity insurance policy which must provide the same coverage as fidelity insurance maintained by the Board. Except for fidelity insurance that a management agent obtains for its personnel, all other fidelity insurance policies should name the Association as the insured and should have their premiums paid as a Common Expense by the Association. Fidelity insurance obtained by a management agent shall name the Association as an additional insured. The total amount of fidelity coverage required should be sufficient to cover the maximum funds (including reserve funds) that will be in the custody of the Association or management agent at any time while the fidelity insurance policy is in force, and should at least equal the sum of three (3) months aggregate assessments on all Lots within the Association, plus any reserves. Fidelity insurance policies should contain waivers by the insurers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The fidelity insurance policies

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should provide that they cannot be canceled or materially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association.

10.3. *Repair and Reconstruction of Association Property After Fire or Other Casualty*. In the event of damage to or destruction of any portion of the Association Property covered by insurance payable to the Association as a result of fire or other casualty, the Board shall arrange for the prompt repair and restoration thereof; shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration, as appropriate; and shall otherwise comply with the requirements of DUICOA § 81-313(h). Promptly after a casualty causing damage or destruction of any portion of the Association Property for which the Association has the responsibility of maintenance, repair, and/or replacement, the Board shall obtain reliable and detailed estimates of the cost to place the damaged portions of the Association Property in as good a condition as existed prior to the casualty. Such costs may include, without limitation, professional fees and premiums for such bonds as the Board may desire.

ARTICLE XI
MANAGEMENT

11.1. *Management Agent*. The Board may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board to perform such duties and services as the Board shall from time to time authorize in writing, including, but not limited to, the following:

(a) to establish (with the approval of the Board) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with the law and the provisions of this Declaration; and

(b) to provide for the care, upkeep, maintenance and surveillance of the Association Property; and

(c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Association Property; and

(d) to enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be established by the Association regarding the use of the Association Property and the Lots; and

(e) to provide such other services (including legal and accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

11.2. *Duration of Management Agreement*. Any management agreement entered into by the Association shall provide, among other things, that such agreement may be terminated for cause by either party upon thirty (30) days written notice thereof to the other party. The term of any such management agreement shall not exceed three (3) years; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

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Any management agreement entered into prior to expiration of the Declarant Control Period must be terminable, without cause, any time after transfer of control from the Declarant, on not less than thirty (30) nor more than ninety (90) days notice, and no charge or penalty may be associated with such termination.

ARTICLE XII
GENERAL PROVISIONS

12.1. *Association Property Responsibility*. The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Association Property and any property, real or personal, which the Association is delegated the responsibility for pursuant to any easement or lease agreement, and all improvements thereon (including, without limitation, furnishings and equipment related thereto, private drainage facilities and common landscaped areas), and shall keep the Association Property and such other property in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. The Association shall be obligated to accept title to any real estate or personal property offered or conveyed to the Association by the Declarant. Any such conveyance shall be made in compliance with all applicable Laws and Declarant shall have the right, title and authority to consummate any such conveyance pursuant to the authority granted and reserved in the irrevocable power of attorney coupled with an interest under this Article XII.

12.2. *Personal Property and Real Property for Common Use*. The Association may acquire, lease, hold, and dispose of tangible and intangible personal property and real property, subject to the requirements of this Declaration. The Board, acting on behalf of the Association, will accept title to any real or personal property, leasehold, or other property interests within the Property or Project offered or conveyed to Association by the Declarant.

12.3. *Implied Rights*. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Association Documents or any lease, easement or other agreement or document affecting the Association, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

12.4. *Limitation of Liability*. The Association shall not be liable to any Association Member for any failure of any services to be obtained by the Association or paid for out of the Common Expense funds, or for injury or damage to persons or property caused by the elements or resulting from water which may leak or flow from any portion of the Association Property or other property within the control or supervision of the Association, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Association Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Association Property or other property within the control or supervision of the Association. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Association Property or other property within the control or supervision of the Association, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any Laws or with the order or directive of any municipal or other governmental authority.

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12.5. *Enforcement*. Except as otherwise expressly provided in this Declaration to the contrary (or as provided under 10 Del. C. § 348, as amended or other applicable Laws), the Declarant, Association, or any Owner, or any Mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Association Documents, or any rule or regulation promulgated by the Association pursuant to its respective authority as provided in this Declaration or the Association Documents. Failure by the Declarant, Association or by any Owner or Mortgagee of any Lot to enforce any covenants or restrictions herein contained or any provision of the Association Documents or rules and regulations of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision of the Association Documents cannot be adequately remedied by action at law or exclusively by recovery of damages. If the Declarant, Association, or any Owner or Mortgagee of any Lot, successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration or the Association Documents, the costs of such action, including legal fees, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such costs shall also be a lien upon the Lot of such Owner.

Without limiting the generality of the foregoing, and in addition to any other remedies available, the Declarant or Association after reasonable written notice, in writing, provided to the Owner, may enter any Lot or Association Property to remedy any violation of the provisions of this Declaration, or the Association Documents or rules and regulations of the Association; provided, however, that the Declarant or Association may not enter the interior of any dwelling unit on a Lot except in an Emergency. The costs of such action, including reasonable attorneys' fees, shall become a binding, personal obligation of the Owner otherwise responsible for such violation and shall also be a lien upon the Lot of such Owner.

12.6. *Fines*. In addition to the means for enforcement provided elsewhere in this Declaration, the Declarant and Association shall each have the right to levy fines against an Owner or such Owner's guests, relatives, lessees or invitees, in the manner set forth herein, and such fines shall be collectible in the same manner as any other assessment such that the Declarant or Association, as applicable, shall have a lien against the Lot of such Owner as provided in this Declaration, and the Association Documents and such fine(s) shall also become the binding personal obligation of such Owner.

(a) Except with respect to matters pertaining to the Design Guidelines which shall be within the exclusive jurisdiction of the ARC, the Board shall be charged with determining whether there is probable cause that any of the provisions of this Declaration, the Association Documents or the rules and regulations of the Association, regarding the use of the Lots, Association Property, or other Association property, are being or have been violated. In the event that the Board or the ARC, with respect to the Design Guidelines, determines an instance of such probable cause, the Board (or the or the ARC, with respect to Design Guidelines) shall provide written notice to the person alleged to be in violation, and the Owner of the Lot which that person occupies or is visiting if such person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the ARC or Board, as applicable, upon a

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request made within seven (7) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed a reasonable amount established by the Board or the ARC, as applicable, for each offense. The amount of the fine shall be based upon the costs and inconvenience caused to the Board or the ARC and shall not be a penalty. The notice shall also specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice within seven (7) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that the violation will thereafter cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate the enforcement activity of the Board or ARC, as applicable, with regard to such violation.

(b) If a hearing is timely requested, the Board or the ARC, as applicable, shall hold the same, and shall hear any and all defenses to the charges, including any witnesses that the alleged violator, Owner, the Board or the ARC may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board or the ARC, as applicable, shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board or the ARC, as applicable, determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(d) A fine pursuant to this Section shall be assessed against the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is an Owner of that Lot, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in this Declaration and the Association Documents. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting such Owner's Lot payment of the amount of any fine(s) assessed against that Lot.

(e) Nothing herein shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provisions of this Declaration, or the Association Documents or rules and regulations of the Association, including, but not limited to, legal action for damages or any equitable action, including injunctive relief.

12.7. *Severability*. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

12.8. *Duration and Amendment*. All covenants, conditions and restrictions set forth in this Declaration shall run with and bind the land and shall be perpetual unless expressly stated otherwise in this Declaration. In addition to the provisions of Section 12.9, this Declaration may be amended by an instrument signed by, or the affirmative vote of, Association Members entitled to cast not less than sixty-seven (67%) of the total votes of all Association Members and shall require the prior written consent of the Declarant (for so long as the Declarant shall own any portion of the Property or Project); provided, however, that any amendment that will affect a

Participating Builder's Lots shall require the prior written consent of the Participating Builder, its successors and/or assigns so long as the Participating Builder owns any Lot, which consent shall be in the Participating Builder's sole subjective and absolute discretion. Any amendment must be recorded in the Recorder's Office.

12.9. *Changes and Modifications by Declarant*. The Declarant shall have the right, for a period of twenty (20) years following the date of recordation of this Declaration, without the consent or joinder of the Association Members, any Mortgagee, any Beneficiary or the Association, or any other party, to (i) modify, amend or change any of the provisions of this Declaration, as the Declarant may deem necessary or desirable, and (ii) or if such amendments are:

(a) required by federal, state, county or local laws; or

(b) required by any Mortgagee of all or any portion of the Property or Project; or

(c) required by any title insurance company issuing title insurance to Owners and/or Mortgagees of same; or

(d) required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Federal Home Loan Mortgage Service Corporation, GNMA or by any like public or private institution acquiring, guaranteeing or insuring mortgages or providing any type of financial assistance with respect to all or any portion of the Property or Project; or

(e) required to correct errors or technical deficiencies or imperfections or to clarify ambiguities. Declarant also reserves the right to waive or modify any requirement as to any individual Lot or, the Association Property in general necessary to avoid any hardship resulting from unintentional noncompliance with this Declaration.

12.10. *Casualty Losses*. In the event of substantial damage or destruction to any of the Association Property, the Board shall give prompt written notice of such damage or destruction to the Eligible Mortgage Holders who hold First Mortgages of record on the Lots. No provision of this Declaration or the Association Documents shall entitle any Association Member to any priority over the holder of any First Mortgage of record on his Lot with respect to the distribution to such Association Member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Association Property.

12.11. *Condemnation or Eminent Domain*. In the event any part of the Association Property are made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board shall give prompt written notice of any such proceeding or proposed acquisition to the Eligible Mortgage Holders who hold First Mortgages of record on the Lots. No provision of this Declaration or the Association Documents shall entitle any Association Member to any priority over the holder of any First Mortgage of record on his Lot with respect to the distribution to such Association Member of the proceeds of any condemnation or settlement relating to a taking of any portion of the Association Property.

12.12. *Notice to Eligible Mortgage Holders; Deemed Consent*.

(a) The Association shall give prompt written notice to each Eligible Mortgage Holder of (and each Owner hereby consents to, and authorizes such notice):

(1) Any condemnation loss or any casualty loss which affects a material portion of the Association Property or any Lot subject to a First Mortgage or security interest held, insured, or guaranteed by such Eligible Mortgage Holder.

(2) Any delinquency in the payment of Common Expense assessments or charges owed by an Owner whose Lot is subject to a First Mortgage or security interest held, insured, or guaranteed, by such Eligible Mortgage Holder which remains uncured for a period of sixty (60) days.

(3) Any lapse, cancellation, or material modification of any insurance policy or fidelity coverage maintained by the Association.

(4) Any other matter with respect to which Eligible Mortgage Holders are entitled to notice or to give their consent as provided in this Declaration.

(b) To be entitled to receive notice of the matters set forth in this Section, the Eligible Mortgage Holder must send a written request to the Association, stating both its name and address and the Lot or address of the Lot on which it has (or insures or guarantees) the mortgage. Any Eligible Mortgage Holder or mortgagee who is notified of any matter for which it is entitled to notice as provided herein (such notice to be delivered by certified or registered mail, return receipt requested), and which fails to respond within forty-five (45) days of receipt of such notice shall be deemed to have consented, if applicable, to the matter of which the Eligible Mortgage Holder or mortgagee was provided notice.

12.13. *Declarant's Power of Attorney*. Notwithstanding any provision to the contrary contained in this Declaration or the Association Documents, the Declarant hereby reserves for itself, its successors, transferees and assigns, for a period of twenty (20) years from the date the first Lot is conveyed an Owner that is not a Participating Builder or the Declarant, or until it conveys title to all of the Lots whichever occurs first, the right to execute on behalf of the Association and all contract purchasers, Owners, Association Members, Eligible Mortgage Holders, Mortgagees, and other lien holders or parties claiming a legal or equitable interest in any portion of the Property or Project, including without limitations, any Lot or the Association Property, any agreements, documents, amendments or supplements to this Declaration and the Association Documents which may be required by FNMA, FHA, VA, FHLMC, GNMA, Sussex County, Delaware, any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Association, Association Property, Property, Project, any Lot, any public or private utility company designated by the Declarant, any institutional lender or title insurance company designated by the Declarant, or as may be required to comply with the federal Fair Housing Act, or to comply with other applicable Laws or to correct any typographical or clerical errors or correct any ambiguity in the text of this Declaration; together with any and all other documents, instruments or agreements, including by way of illustration and not limitation; deeds, transfer tax affidavits, agreements, closing statements, with respect to any of the rights, title and

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authorizations, and acts reserved by or provided to the Declarant under this Declaration; or as otherwise expressly reserved by or granted to Declarant hereunder.

(a) By acceptance of a deed to any Lot or by the acceptance of any other legal or equitable interest in any portion of the Property or Project, including without limitations, the Lot or Association Property, each and every such contract purchaser, Owner, Association Member, Eligible Mortgage Holder, mortgagee or other lien holder or party having a legal or equitable interest in any portion of the Property or Project, including without limitations, any Lot or the Association Property does automatically and irrevocably name, constitute, appoint and confirm the Declarant, its successors, transferees and assigns, as attorney-in-fact for the purpose of executing any and all such agreement, document, amendment, supplement and other instrument(s) necessary to effect the foregoing rights, duties and obligations subject to the limitations set forth herein.

(b) No such agreement, document, amendment, supplement or other instrument which adversely affects the value of a Lot, or substantially increases the financial obligations of an Owner, or reserves any additional or special privileges for the Declarant not previously reserved, shall be made without the prior written consent of the affected Owner(s) and all Mortgagees of any Mortgage encumbering the Lots owned by the affected Owner(s). Any such agreement, document, amendment, supplement or instrument which adversely affects the priority or validity of any Mortgage that encumbers any Lot or the Association Property shall not be made without the prior written consent of all such Mortgagees.

(c) The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to the Property and Project, including, without limitations, each Lot and the Association Property, shall be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power of attorney. Said power of attorney shall be vested in the Declarant, its successors, transferees and assigns for a period of twenty (20) years from the date the first Lot is conveyed to an Owner that is not a Participating Builder or Declarant, or until Declarant conveys title to the last Lot, whichever occurs first. Each Owner covenants and agrees to execute and deliver to Declarant an irrevocable power of attorney coupled with an interest in form and content consistent with this Section to be recorded in the Recorder's Office at the Owner's sole cost which shall run with and bind the Lot for a period of twenty (20) years as specified above.

(d) To accomplish the foregoing, each Owner covenants and agrees, by acceptance of a deed to its Lot from the Declarant, to execute, acknowledge and deliver an Irrevocable Power of Attorney Coupled with an Interest substantially in the form and content of Exhibit "C" attached hereto and made a part hereof.

12.14. *Successors of Declarant*.

(a) Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by an instrument, in writing, without

notice to any Association Member or the Association, to one or more successors or assigns (hereinafter referred to as an "Assignee").

(b) Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to the following:

(1) Neither any Participating Builder nor Declarant shall assume or be responsible for any liabilities, warranties or obligations which have or may accrue to the other, including, but not limited to, any liabilities, warranties or obligations concerning any Lots or Association Property, any buildings or other improvements constructed, or to be constructed, by or on behalf of the other, nor shall such Lots or Association Property o or any buildings or other improvements be deemed to be part of any contract, or to constitute the basis of the bargain, between Declarant and any Lot purchaser;

(2) No Participating Builder makes any representation or warranty whatsoever, whether express or implied, with respect to any Lots, Association Property, Facilities, buildings or other improvements constructed or sold by parties other than the Participating Builder, nor has any Participating Builder authorized any other party to make any such representation or warranty, and such other parties are without legal authority to enforce or make any such representation or warranty. No Participating Builder shall assume or be responsible for, and each Lot Owner expressly waives any and all claims against each Participating Builder for, any liabilities, warranties or obligations which have or may accrue to Declarant or any Assignee under the Declaration or pursuant to law in connection with Declarant's or any Assignee's status as Declarant under this Declaration, or in connection with Declarant's or any Assignee's development of all or any real property subjected, or to be subjected, to this Declaration, including, but not limited to, any liabilities, warranties or obligations concerning any Lots or the Association Property, or dwelling units or other improvements constructed, or to be constructed, by or on behalf of Declarant or any Assignee;

(3) Declarant makes no representation or warranty whatsoever, whether express or implied, with respect to any Lots or Association Property, or Facilities, buildings or other improvements constructed or sold by parties other than Declarant, nor has Declarant authorized any other party to make any such representation or warranty, and such other parties are without legal authority to enforce or make any such representation or warranty. Declarant shall not assume or be responsible for, and each Lot Owner expressly waives any and all claims against Declarant for, any liabilities, warranties or obligations which have or may accrue to any Participating Builder or any Assignee under this Declaration or pursuant to law in connection with such Participating Builder's or any Assignee's status as Declarant under this Declaration, or in connection with such Participating Builder's or any Assignee's development of all or any real property subjected, or to be subjected, to this Declaration, including, but not limited to, any liabilities, warranties or obligations concerning any Lots, or the Association Property, or dwelling units or other improvements constructed, or to be constructed, by or on behalf of such Participating Builder or any Assignee.

12.15. *Arbitration*.

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(a) Notwithstanding any provision of this Declaration or the Association Documents to the contrary, but subject to all applicable Laws, if, after good faith efforts to negotiate a satisfactory solution have failed, any dispute that cannot be resolved between (i) the Declarant (including any of the Declarant's employees, agents, or contractors) and (ii) the Association and/or any Owner or Owners, such dispute will be submitted to arbitration in accordance with this Section, unless an alternative dispute resolution procedure is agreed to by the parties to the dispute. As used in this Section 12.15(a), the term "dispute" includes any controversy or claim, including, without limitation, any claim based on contract, tort, or statute, arising out of or relating to (1) the rights or obligations of such parties under this Declaration, the Association Documents, or any rules promulgated by the Board or the ARC or (2) the design, construction, or warranty of the Association Property. Upon the request of a party to a dispute, the issue shall be adjudicated in accordance with the provisions of the Arbitration Act and the rules of the American Arbitration Association applicable to such disputes, to the extent such rules are not inconsistent with such Arbitration Act.

(b) Any party may commence the arbitration process called for in this Section by filing a written demand for arbitration in accordance with the Arbitration Act, with a copy to the other party. The arbitration shall be conducted at a location determined by the arbitrator in Delaware and will be administered in accordance with the provisions of the Arbitration Act in effect at the time of filing of the demand for arbitration, or such other rules and procedures that are agreed to by all parties. The parties covenant that they will participate in the arbitration in good faith and that they will share equally in the fees and expenses of the arbitrator.

(c) The arbitrator shall determine which is the prevailing party and shall include in the award payment by the non-prevailing party of the prevailing party's reasonable attorneys' fees and expenses. The provisions of this Section and any judgment rendered by the arbitrator may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

(d) **EVERY OWNER, ASSOCIATION MEMBER, MORTGAGEE, AND ALL OTHER PARTIES WITH AN INTEREST IN ANY PORTION OF THE LOTS OR ASSOCIATION PROPERTY COVENANT AND AGREE TO HAVE ALL DISPUTES DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THIS SECTION AND RELINQUISH ANY RIGHTS THAT MAY BE AVAILABLE TO HAVE SUCH MATTERS LITIGATED IN A COURT OR BY JURY TRIAL, INCLUDING JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. THE REFUSAL BY A PARTY TO SUBMIT TO ARBITRATION IN ACCORDANCE WITH THIS SECTION MAY RESULT IN THE PARTY BEING COMPELLED TO ARBITRATE UNDER FEDERAL OR STATE LAW.**

12.16. *No Dedication to Public Use*. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any portion of the Association Property by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any portion of the Association Property.

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12.17. *Declarant Reserved Rights*. No amendment to this Declaration or the Association Documents may remove, revoke, or modify any right, reservation or privilege of the Declarant without the prior written consent of the Declarant or any successors or assignees of the Declarant and no amendment to this Declaration or the Association Documents may remove, revoke, or modify any right, reservation or privilege of a Participating Builder without the prior written consent of the Participating Builder.

12.18. *Perpetuities*. If any of the covenants, conditions, easements, restrictions, or other provisions of this Declaration shall be unlawfully void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Barack Obama, current President of the United States of America.

12.19. *Captions and Gender*. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration or to aid in the construction or interpretation of this Declaration. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders. The numbered paragraphs that appear within each of the Articles are sometimes referred to as "Section."

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused its seal to be affixed and these presents to be signed by its member hereunto duly authorized as of the Effective Date.

SEALED AND DELIVERED
IN THE PRESENCE OF:

CMF TOWER HILL L.L.C.,
a Delaware limited liability company

_____

By:_____(SEAL)

_____

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STATE OF DELAWARE)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 20__, personally came before me, the Subscriber, a Notary Public for the State of Delaware, _____, as _____ of CMF Tower Hill L.L.C., a Delaware limited liability company, party to this Indenture, known to me personally to be such and acknowledged this Indenture to be his act and deed and the act and deed of such limited liability company.

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

_____
Notary Public

_____
Print Name
My Commission Expires:_____

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EXHIBIT "A"

TOWER HILL

LEGAL DESCRIPTION

[TO BE INSERTED]

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EXHIBIT "B"

EXPANSION PROPERTY

Any and all property located within five (5) miles of such property listed on Exhibit "A" hereto.

EXHIBIT "C"

IRREVOCABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST

Tax Parcel No. _____

Prepared By and Return to:
_____, Esquire
_____
_____
_____

IRREVOCABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST
TOWER HILL

KNOW ALL MEN BY THESE PRESENTS that I/We, _____, owner(s) of that certain lot, piece or parcel of land, together with any improvements thereon, situate in Lewes and Rehoboth Hundred, Sussex County, Delaware, and known as Lot ___, Phase ___ (the "Lot") on the Final Subdivision Plat for Tower Hill prepared by _____, dated _____, last revised on _____, said plan being recorded in the Recorder's Office at Plat Book ___, Page ___, as such Plat may be subsequently supplemented or amended from time to time (collectively, as supplemented and amended, the "Master Plan"), hereby make(s), constitute(s), and appoint(s) CMF Tower Hill L.L.C., a Delaware limited liability company, its successors and assigns, acting by and through its manager or authorized member or designated attorney-in-fact ("Attorney"), to be my/our true and lawful attorney, and in my/our name, place and stead and in my/our behalf, to do and execute all or any of the following acts, deeds and things, that is to say:

To do, make, file, execute, acknowledge, deliver and record any and all manner and description of instruments, agreements, plans, applications, authorizations, documents, deeds, easements, restrictions, causes of action, appeals, modifications, and amendments (collectively, the "Documents") and any other undertakings as may be required to amend, modify or otherwise change any and all Documents, of record or not of record, with respect to, applicable to, or affecting the Lot and the Project and Property (both as defined in the Master Declaration of Covenants, Conditions, Easements and Restrictions For The Community Of "Tower Hill," dated _____ __, 20__, and of record in the Recorder's Office at Book _____, Page ____ (the "Master Declaration")), including, by way of example but not of limitation, (1) the Master Declaration; (2) the Certificate of Incorporation of the Association, and (3) the By-Laws of the Association, together with any and all variances, special exceptions or other zoning or subdivision actions or proceedings (and any applicable appeals), amendments, modifications or supplements thereto or thereof, and any and all instruments or documents collateral thereto, which my/our Attorney, in its sole subjective and absolute discretion, deems necessary or advisable, as provided under Sections 12.9 and 12.13 of Article XII of the Declaration, the terms of which are expressly incorporated herein by reference; provided that any such act, deed or thing shall not amend, modify or otherwise alter or change the existing property lines of the Lot and shall be undertaken and accomplished in accordance with all applicable Federal, State and County statutes, laws,

ordinances, regulations or other governmental enactments or regulations (the "Regulations") (collectively, the "Permitted Activities").

To do, make, execute, acknowledge, deliver and record any and all manner and description of actions, instruments, agreements, documents, amendments and any other undertakings, together with any and all amendments, modifications or supplements thereto or thereof, and any and all instruments or documents collateral thereto, which Attorney, in its sole subjective and absolute discretion, deems necessary or advisable with respect to the Permitted Activities; provided that any such Permitted Activities shall not amend, modify or otherwise alter or change the existing property lines of the Lot and shall be undertaken and accomplished in accordance with the Regulations.

To cause each or all of the Documents to be amended by filing with the Recorder's Office any and all instruments, documents and plans, together with any amendments thereto, as may be necessary, in my/our Attorney's sole subjective and absolute discretion, to correct any clerical or typographical errors, ambiguities, title questions or defects, or conflicts with or to comply with any and all applicable Regulations.

Without in any way detracting from the hereinabove authorized powers, I/we specifically request and authorize that my/our hereinabove designated true and lawful Attorney be authorized and directed to take any and all such action which it deems necessary or advisable, in its sole subjective and absolute discretion, for the purposes provided above.

Hereby giving unto my/our said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or convenient to be done for the purposes herein stated and in and about the Lot, Project or Property, as fully to all intents and purposes as I/we might or could do if personally present and acting, with full power of substitution and revocation, hereby ratifying and confirming all that my/our Attorney or substitute shall lawfully do or cause to be done by virtue hereof.

And I/we hereby, for myself/ourselves, my/our heirs, executors, administrators, successors and assigns, confirm and agree to ratify and confirm whatsoever my/our Attorney may lawfully do by virtue of these presents, it being understood that this instrument is intended to be and is an Irrevocable Power of Attorney Coupled With An Interest, and that this instrument shall bind all future owners of the Lot and shall run with and bind the Lot for period commencing on the date of recordation of the Master Declaration and ending on the later of (i) the date the Attorney no longer owns all or any portion of the Project or Property or (ii) the date which is twenty (20) years after the date that the last lot is sold by Attorney to a third party.

This Power of Attorney Coupled With An Interest is coupled with an interest and irrevocable and shall not be revoked or affected by my/our subsequent disability or incapacity, it being my/our intention that this Power of Attorney Coupled With An Interest be a durable Power of Attorney pursuant to 12 Del. C. Ch. 49, and is intended to be construed according to Delaware law.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

IN TESTIMONY WHEREOF, I/We have hereunto set my/our hand(s) and seal(s) this ___day of _____, 20___.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____ _____(SEAL)
WITNESS Print Name: _____

_____ _____(SEAL)
WITNESS Print Name: _____

STATE OF DELAWARE)
) SS.
_____ COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 20___, personally came before me the Subscriber, a Notary Public for the State and County aforesaid _____, parties to this foregoing Irrevocable Power of Attorney Coupled With An Interest, known to me personally to be such, and acknowledged said Irrevocable Power of Attorney Coupled With An Interest to be his/her/their voluntary act and deed.

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

_____
NOTARY PUBLIC

_____
Print Name

_____
Date Commission Expires

RECORD PLAT
FOR
TOWER HILL

SUSSEX COUNTY PROJECT NO.: 2018-17
SUSSEX COUNTY, DELAWARE
FOR
CMF TOWER HILL, LLC

SITE DATA:

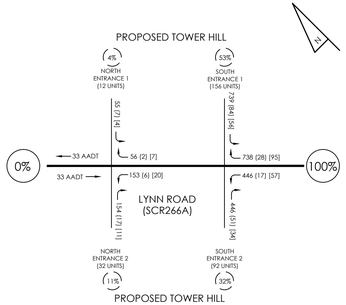
OWNER: GROOME MEMORIAL METHODIST CHURCH
139 W 4TH STREET
LEWES, DE 19901

DEVELOPER: CMF TOWER HILL, LLC
21 VILLAGE GREEN DR. SUITE 200
OCEAN VIEW, DE 19976
CONTACT: JOSH MASTRANGELO

ENGINEER/ SURVEYOR: SOLUTIONS IPEM, LLC
303 NORTH BEDFORD STREET
GEORGETOWN, DE 19947
PHONE: 302-297-9215
CONTACT: JASON PALKEWICZ, PE

- GROSS ACREAGE = 134.2939± ACRES
- EXISTING ZONING:
  AR-1
- SETBACKS:
  FRONT = 25' (CORNER = 15')
  REAR = 10'
  SIDE = 10'
  MAXIMUM BUILDING HEIGHT = 42'
- PRESENT USE: AGRICULTURAL
- PROPOSED USE: CLUSTER SUBDIVISION
- SEWER PROVIDER:
  SUSSEX COUNTY
- WATER PROVIDER:
  TIDEWATER UTILITIES, INC.
- TAX PARCEL NUMBERS:
  335-8.00, PARCELS 2.00 & 2.02
- TOTAL NUMBER OF LOTS:
  EXISTING = 2
  PROPOSED = 292
  DENSITY = 292 UNITS / 134.294 AC = 2.174 UNITS/AC
  PERMITTED DENSITY = 2.178 UNITS/AC
- LYNN ROAD SPEED LIMIT = 30 MPH
  NEW ROAD SPEED LIMIT = 40 MPH
- INVESTMENT LEVEL AREA = 3&4
- WOODLANDS:
  EXISTING = 35.16 AC.± (26% ±)
  TO REMAIN = 11.95 AC.± (8.90% ±)
  TO BE REMOVED = 23.21 AC.± (17.28%±)
- FLOOD ZONE:
  THE PROPERTY IS LOCATED WITHIN FLOOD ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 2.0% ANNUAL CHANCE FLOODPLAIN) AND ZONE AE EL 9, (SPECIAL FLOOD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL FLOOD CHANCE – BASE FLOOD ELEVATIONS DETERMINED), PER MAP NUMBER 10005C0 PANEL 0193K, MAP REVISED MARCH 16, 2015.
- WETLANDS:
  NON-TIDAL (404) WETLANDS = 8.21 AC.±
  STATE (DNREC) WETLANDS = 0.006 AC.±

TRIP GENERATION - LYNN ROAD (S266A)
(FULL MOVEMENT)



TRAFFIC GENERATION DIAGRAM
ADT [A.M. PEAK HOUR] [P.M. PEAK HOUR]

ROAD TRAFFIC DATA:
FUNCTIONAL CLASSIFICATION - S266A (LYNN ROAD): LOCAL
POSTED SPEED LIMIT - 30 mph
AADT = 38 TRIPS (FROM 2018 DelDOT TRAFFIC SUMMARY)
10 YEAR PROJECTED AADT = 44 TRIPS
10 YEAR PROJECTED AADT + SITE ADT = 2,831 TRIPS
TRAFFIC PATTERN GROUP - 7 (FROM 2018 DelDOT TRAFFIC SUMMARY)
PEAK HOUR = 10% x 2,787 TRIPS = 28 TRIPS

FUNCTIONAL CLASSIFICATION - S266 (NEW ROAD): MAJOR COLLECTOR
POSTED SPEED LIMIT - 40 mph
AADT = 4,489 TRIPS (FROM 2018 DelDOT TRAFFIC SUMMARY)
10 YEAR PROJECTED AADT = 5,206 TRIPS
10 YEAR PROJECTED AADT + SITE ADT = 7,993 TRIPS
TRAFFIC PATTERN GROUP - 7 (FROM 2018 DelDOT TRAFFIC SUMMARY)
DESIGN HOURLY VOLUME = 14.97% x 7,993 TRIPS = 1,197 TRIPS

SITE TRIPS GENERATED:
SOURCE: ITE TRIP GENERATION 10th EDITION
292 SINGLE FAMILY DETACHED UNITS (210)
TWO ENTRANCES - FULL MOVEMENT
DESIGN VEHICLE: SU-30
292 SINGLE FAMILY DETACHED UNITS = 2,787 TRIPS
AM PEAK: 212 (53 IN/159 OUT)
PM PEAK: 284 (179 IN/105 OUT)

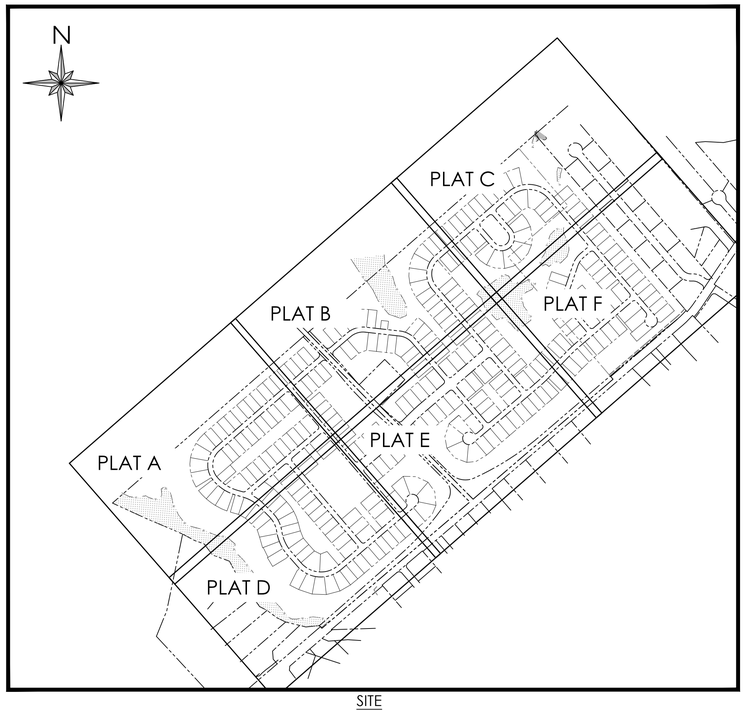
DIRECTIONAL DISTRIBUTION:

SOUTH ENTRANCE 1:
53% TO AND FROM THE EAST = 1477 ADT (112 AM PK) [151 PM PK]
9% TRUCKS & BUSES x 0 = 0 (LEFT TURN IN)

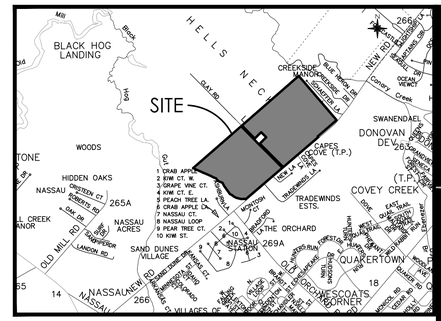
NORTH ENTRANCE 1:
4% TO AND FROM THE EAST = 111 ADT (9 AM PK) [11 PM PK]
9% TRUCKS & BUSES x 0 = 0 (LEFT TURN IN)

SOUTH ENTRANCE 2:
32% TO AND FROM THE EAST = 892 ADT (68 AM PK) [91 PM PK]
9% TRUCKS & BUSES x 481 = 43 (LEFT TURN IN)

NORTH ENTRANCE 2:
11% TO AND FROM THE EAST = 307 ADT (23 AM PK) [31 PM PK]
9% TRUCKS & BUSES x 182 = 16 (LEFT TURN IN)



SITE
1" = 500'



VICINITY MAP
SCALE: 1" = 2,000'

LEGEND

	EXISTING	PROPOSED
CAPPED PIN SET	N/A	●
PROPERTY LINE		
EASEMENT LINE		
EASEMENT	N/A	
SETBACK LINE	N/A	
EDGE OF WETLAND		N/A
UNMARKED POINT	○	N/A
IRON PIPE FOUND	○ IPF	N/A
CONCRETE MONUMENT FOUND	□ CMF	N/A
CAPPED IRON PIPE FOUND	○ IPCF	N/A
WOODLINE (APPROXIMATE)		
FLOOD LINE		N/A
ARCHEOLOGY PRESERVATION / CONSERVATION EASEMENT	N/A	
CEMETERY EASEMENT	N/A	
WETLANDS - SUBJECT TO CORPS OF ENGINEERS REGULATORY PROGRAM (SECTION 404)		N/A
BOUNDARY OF STATE REGULATED (DNREC) WETLANDS		N/A

SHEET INDEX

1 COVER SHEET
2 NOTES
3 BOUNDARY OF WATERS AND WETLANDS OF THE UNITED STATES
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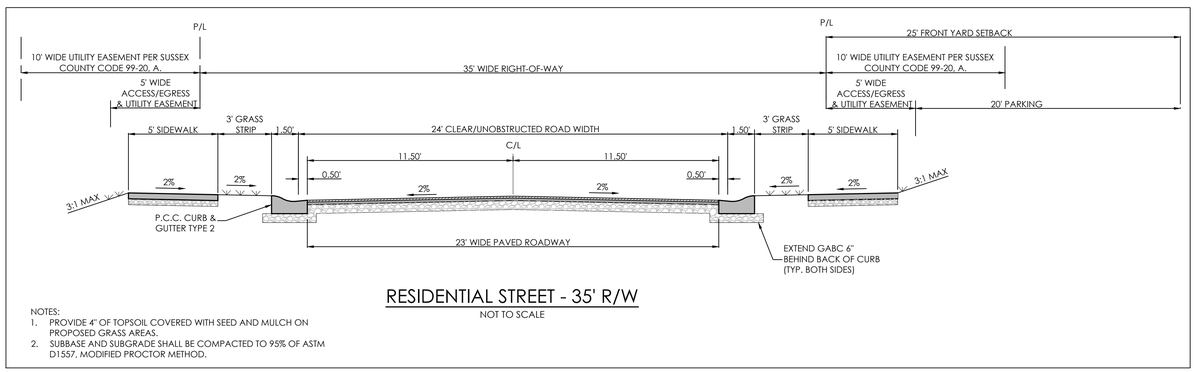
7 RECORD PLAT D
8 RECORD PLAT E
9 RECORD PLAT F
10 RECORD PLAT - CURVE TABLE
11 RECORD PLAT - EASEMENTS
12 RECORD PLAT - DELDOT ENTRANCE EASEMENTS
13 RECORD PLAT - DELDOT ENTRANCE EASEMENTS
14 RECORD PLAT - LANDSCAPE PLAN
15 RECORD PLAT - LANDSCAPE PLAN
16 RECORD PLAT - NEW ROAD LANDSCAPE PLAN

AREAS:
GROSS AREA = 134.29 ACRES
NET AREA = 134.29 ACRES
OPEN SPACE AREA = 58.456 AC.±
% OPEN SPACE AREA = 43.53%
OPEN SPACE A = 2.254 AC.±
OPEN SPACE B = 17.621 AC.±
OPEN SPACE C = 0.465 AC.±
OPEN SPACE D = 10.482 AC.±
OPEN SPACE E = 0.868 AC.±
OPEN SPACE F = 0.573 AC.±
OPEN SPACE G = 2.363 AC.±
OPEN SPACE H = 1.354 AC.±
OPEN SPACE I = 3.291 AC.±
OPEN SPACE J = 1.483 AC.±
OPEN SPACE K = 17.802 AC.±
% IMPERVIOUS COVER AREA = 37.039 AC.±
R.O.W. AREA = 12.685 AC.±
AREA TO BE ADDED TO EXISTING DELDOT R.O.W. = 4.002 AC.±
AREA ADDED TO TM 335-8.00-2.01 = 0.053 AC.±



RESIDENTIAL STREET - 35' R/W
NOT TO SCALE

NOTES:
1. PROVIDE 4" OF TOPSOIL COVERED WITH SEED AND MULCH ON PROPOSED GRASS AREAS.
2. SUBBASE AND SUBGRADE SHALL BE COMPACTED TO 95% OF ASTM D1557, MODIFIED PROCTOR METHOD.

SUSSEX CONSERVATION DISTRICT APPROVAL:

APPROVED BY:

SECRETARY OF PLANNING COMMISSION DATE

PRESIDENT OF COUNTY COUNCIL DATE

WETLANDS CERTIFICATION
I, EDWARD M. LAUNAY, PWS, STATE THAT THE BOUNDARIES OF WATERS OF THE UNITED STATES INCLUDING WETLANDS SUBJECT TO THE CORPS OF ENGINEERS REGULATORY PROGRAM DELINEATED UPON THIS PLAN HAVE BEEN DETERMINED USING MY PROFESSIONAL JUDGMENT IN ACCORDANCE WITH THE 1987 CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL, ATLANTIC GULF COAST REGIONAL SUPPLEMENT, REGULATIONS AND SUPPLEMENTAL GUIDANCE (33 CFR 328.3 (a)(8), Waters of the U.S. Definition/CECW-OR, 10-7-1991, Questions and Answers on the 1987 COE Manual/CECW-OR, 9-26-1990, RGL 90-7/CECW-OR, 3-6-1992, Clarification and Interpretation of the 1987 Manual). THIS DELINEATION HAS NOT BEEN CONDUCTED FOR USDA PROGRAM OR AGRICULTURAL PURPOSES.

EDWARD M. LAUNAY DATE
PROFESSIONAL WETLAND SCIENTIST NO. 875
SOCIETY OF WETLAND SCIENTISTS
(CORPS OF ENGINEERS,
CERTIFIED WETLAND DELINEATOR WDCP93MD05100368)

OWNER'S CERTIFICATION
WE HEREBY CERTIFY THAT WE ARE THE DEVELOPER OF THE PROPERTY SHOWN ON THIS PLAN. THAT THE PLAN WAS MADE AT OUR DIRECTION AND WE ACKNOWLEDGE THE SAME TO BE OUR ACT, AND DESIRE THE PLAN TO BE RECORDED AS SHOWN IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. WE FURTHERMORE UNDERSTAND AND ACKNOWLEDGE THAT IT IS THE RIGHT OF THE SUSSEX CONSERVATION DISTRICT AND/OR ITS DELEGATED INSPECTION AGENCIES TO CONDUCT ON-SITE INSPECTIONS.

CMF TOWER HILL, LLC DATE
21 VILLAGE GREEN DR. SUITE 200
OCEAN VIEW, DE 19976

SURVEYOR'S CERTIFICATION
THIS PLAT AND SURVEY WERE PERFORMED FOR SUSSEX REAL ESTATE PARTNERS, LLC., UNDER MY SUPERVISION, TO THE LOCAL STANDARD OF CARE, AND SUBSTANTIALLY MEET THE "MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING" AS PROMULGATED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS FOR A SUBURBAN CLASS SURVEY.

SOLUTIONS INTEGRATED PLANNING, ENGINEERING & MANAGEMENT, LLC
by BARRY M. HALL, AGENT

BARRY M. HALL, DATE
PROFESSIONAL LAND SURVEYOR
DELAWARE NO. 618

solutions
303 North Bedford Street
Georgetown, DE 19947
T. 302.297.9215
3003 Merritt Mill Road
Salisbury, MD 21804
T. 410.572.8833
www.solutionsipem.com

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REVISIONS

NO.	DATE	DESCRIPTION
1	5/22/20	DELDOT COMMENTS
1	8/6/20	DELDOT COMMENTS

COVER SHEET
for
TOWER HILL
SUSSEX COUNTY, DELAWARE
LEWES & REHOBOTH HUNDRED
LYNN ROAD (SCR 266A) & NEW ROAD (SCR 266)
DELDOT PROJECT ID: 335-8.00-2.00

Date: 04/02/19
Job Number: 17049
Scale: AS SHOWN
Drawn By: HHB
Designed By: HHB
Approved By: JP

Sheet No.: 1

File Name: COVER.dwg

TIS RECOMMENDATIONS:

1. THE DEVELOPER SHOULD WIDEN LYNN ROAD FROM THE NEW ROAD INTERSECTION TO THE NORTHERLY SITE FRONTAGE LIMITS TO PROVIDE TWO ELEVEN-FOOT TRAVEL LANES AND TWO FIVE-FOOT SHOULDERS. THE DEVELOPER SHOULD PROVIDE A BITUMINOUS CONCRETE OVERLAY TO THE EXISTING TRAVEL LANES, AT DELDOT'S DISCRETION. DELDOT SHOULD ANALYZE THE EXISTING LANE'S PAVEMENT SECTION AND RECOMMEND AN OVERLAY THICKNESS TO THE DEVELOPER'S ENGINEER IF NECESSARY.
2. THE DEVELOPER SHOULD WIDEN THE NEW ROAD SITE FRONTAGE TO PROVIDE TWO ELEVEN-FOOT TRAVEL LANES AND TWO SIX-FOOT SHOULDERS. THE DEVELOPER SHOULD PROVIDE A BITUMINOUS CONCRETE OVERLAY TO THE EXISTING TRAVEL LANES, AT DELDOT'S DISCRETION. DELDOT SHOULD ANALYZE THE EXISTING LANE'S PAVEMENT SECTION AND RECOMMEND AN OVERLAY THICKNESS TO THE DEVELOPER'S ENGINEER IF NECESSARY. THE DEVELOPER SHOULD COMPLETE THE FRONTAGE IMPROVEMENTS TO NEW ROAD PRIOR TO THE ISSUANCE OF THE 140TH CERTIFICATE OF OCCUPANCY.
3. THE DEVELOPER SHOULD CONSTRUCT TWO FOUR-LEGGED FULL ENTRANCES ALONG LYNN ROAD. THE SOUTHERN ENTRANCE SHOULD PROVIDE THE LANE CONFIGURATIONS AS SHOWN IN THE TABLE BELOW.

APPROACH	CURRENT CONFIGURATION	PROPOSED CONFIGURATION
EASTBOUND SITE ENTRANCE	APPROACH DOES NOT EXIST	ONE SHARED THOUGH/LEFT TURN/RIGHT TURN LANE
WESTBOUND SITE ENTRANCE	APPROACH DOES NOT EXIST	ONE SHARED THOUGH/LEFT TURN/RIGHT TURN LANE
NORTHBOUND LYNN ROAD	ONE THROUGH LANE	ONE SHARED THOUGH/LEFT TURN LANE AND ONE RIGHT TURN LANE
SOUTHBOUND LYNN ROAD	ONE THROUGH LANE	ONE SHARED THOUGH/LEFT TURN/RIGHT TURN LANE

THE NORTHERN ENTRANCE SHOULD PROVIDE THE LANE CONFIGURATIONS AS SHOWN IN THE TABLE BELOW:

APPROACH	CURRENT CONFIGURATION	PROPOSED CONFIGURATION
EASTBOUND SITE ENTRANCE	APPROACH DOES NOT EXIST	ONE SHARED THOUGH/LEFT TURN/RIGHT TURN LANE
WESTBOUND SITE ENTRANCE	APPROACH DOES NOT EXIST	ONE SHARED THOUGH/LEFT TURN/RIGHT TURN LANE
NORTHBOUND LYNN ROAD	ONE THROUGH LANE	ONE SHARED THOUGH/LEFT TURN/RIGHT TURN LANE
SOUTHBOUND LYNN ROAD	ONE THROUGH LANE	ONE SHARED THOUGH/LEFT TURN/RIGHT TURN LANE

THE DEVELOPER SHOULD COORDINATE WITH DELDOT'S COORDINATION DEVELOPMENT SECTION DURING THE PLAN REVIEW PROCESS TO DETERMINE THE EXACT LOCATIONS OF THE ENTRANCES.

4. THE DEVELOPER SHOULD MODIFY THE EXISTING LYNN ROAD/NEW ROAD INTERSECTION TO BE A ONE-LANE ROUNDABOUT AND PROVIDE THE LANE CONFIGURATIONS AS SHOWN IN THE TABLE BELOW.

APPROACH	CURRENT CONFIGURATION	PROPOSED CONFIGURATION
EASTBOUND NEW ROAD	ONE SHARED THROUGH/LEFT TURN LANE	ONE SHARED THOUGH/LEFT TURN LANE
WESTBOUND NEW ROAD	ONE SHARED THROUGH/RIGHT TURN LANE	ONE SHARED THOUGH/RIGHT TURN LANE
SOUTHBOUND LYNN ROAD	ONE SHARED LEFT TURN/RIGHT TURN LANE	ONE SHARED LEFT/RIGHT TURN LANE

THE ROUNDABOUT DESIGN SHOULD FOLLOW *NCHRP: REPORT 672 2ND EDITION - ROUNDABOUTS: AN INFORMATION GUIDE*, DELDOT'S *ROAD DESIGN MANUAL*, AND DELDOT'S *DESIGN GUIDANCE MEMORANDUM NUMBER 1-26* FOR ROUNDABOUTS. THE ROUNDABOUT SHOULD ALSO BE DESIGNED TO ACCOMMODATE PEDESTRIANS AND BICYCLISTS, BE IN COMPLIANCE WITH THE *CORRIDOR MANAGEMENT PLAN*, AND TAKE RECOMMENDATIONS FROM THE NEW ROAD MASTER PLAN INTO CONSIDERATION. SHOULD THE DEVELOPER CHOOSE TO LANDSCAPE THE CENTER OF THE ROUNDABOUT, THE DEVELOPER SHOULD ENTER INTO A MAINTENANCE AGREEMENT WITH DELDOT. ADDITIONALLY, LIGHTING AT THE ROUNDABOUT SHOULD SHOULD BE EVALUATED PER DELDOT'S LIGHTING GUIDELINES. THE DEVELOPER SHOULD SUBMIT A PLAN TO DELDOT'S DEVELOPMENT COORDINATION AND OTHER PERTINENT SECTIONS DEPICTING THE ROUNDABOUT DESIGN. THE FINAL DESIGN OF THE ROUNDABOUT SHOULD BE DETERMINED DURING THE ENTRANCE PLAN REVIEW PROCESS.

5. THE DEVELOPER SHOULD ENTER INTO AN AGREEMENT WITH DELDOT TO FUND AN EQUITABLE PORTION OF THE IMPROVEMENTS PLANNED AS PART OF THE *REALIGNMENT OF OLD ORCHARD ROAD AT WESCOATS CORNER* (CONTRACT NO. T201609601) PROJECT OR THE DEVELOPER MAY CHOOSE TO DESIGN AND CONSTRUCT OFF-SITE IMPROVEMENTS TO NEW ROAD AS DISCUSSED IN ITEM #7. THE DEVELOPER SHOULD COORDINATE WITH DELDOT ON THE IMPLEMENTATION AND EQUITABLE COST SHARING OF THE IMPROVEMENTS DURING THE PLAN REVIEW PROCESS.
6. THE DEVELOPER SHOULD ENTER INTO AN AGREEMENT WITH DELDOT TO FUND AND EQUITABLE PORTION OF THE IMPROVEMENTS PLANNED AS PART OF THE *SR 1, MINOS CONAWAY GRADE SEPARATED INTERSECTION* (CONTRACT NO. T201612501) PROJECT OR THE DEVELOPER MAY CHOOSE TO DESIGN AND CONSTRUCT OFF-SITE IMPROVEMENTS TO NEW ROAD AS DISCUSSED IN ITEM #7. THE DEVELOPER SHOULD COORDINATE WITH DELDOT ON THE IMPLEMENTATION AND EQUITABLE COST SHARING OF THE IMPROVEMENTS DURING THE PLAN REVIEW PROCESS.
7. AS AN OPTION TO EQUITABLE CONTRIBUTIONS TO THE DELDOT PROJECTS DISCUSSED IN ITEMS #5 AND #6, THE DEVELOPER SHOULD WIDEN NEW ROAD FROM ASHBURN LANE TO TIE IN WITH THE FRONTAGE IMPROVEMENTS FOR TOWER HILL ON NEW ROAD AND FROM SCHAFFER LANE TO TIE IN WITH THE FRONTAGE IMPROVEMENTS FOR TOWER HILL ON NEW ROAD. THESE OFF-SITE IMPROVEMENTS TO NEW ROAD SHOULD BE ADMINISTERED UNDER A SEPARATE AGREEMENT AND SHOULD BE SUBJECT TO THE FOLLOWING CONDITIONS.

a. CONSISTENT WITH THE REQUIREMENTS FOR THE NEW ROAD IMPROVEMENTS ALONG THE SITE FRONTAGE IN ITEM #2, THE DEVELOPER SHOULD WIDEN NEW ROAD TO TWO ELEVEN-FOOT TRAVEL LANES AND TWO SIX-FOOT SHOULDERS. THE DEVELOPER SHOULD PROVIDE A BITUMINOUS CONCRETE OVERLAY TO THE EXISTING TRAVEL LANES, AT DELDOT'S DISCRETION. DELDOT SHOULD ANALYZE THE EXISTING LANE'S PAVEMENT SECTION AND RECOMMEND AN OVERLAY THICKNESS TO THE DEVELOPER'S ENGINEER IF NECESSARY.
b. CONSISTENT WITH THE REQUIREMENTS FOR NEW ROAD IMPROVEMENTS ALONG THE SITE FRONTAGE IN ITEM #2, THE DEVELOPER SHOULD COMPLETE THE OFF-SITE IMPROVEMENTS TO NEW ROAD PRIOR TO THE ISSUANCE OF THE 140TH CERTIFICATE OF OCCUPANCY FOR TOWER HILL.
c. ADDITIONAL RIGHT-OF-WAY AND EASEMENTS REQUIRED WILL BE OBTAINED THROUGH CONDEMNATION POWERS GRANTED TO THE DEVELOPER BY DELDOT.
d. THE OFF-SITE IMPROVEMENTS TO NEW ROAD MAY BE MODIFIED TO ASSURE NO DISTURBANCE OF EXISTING HARDSCAPE OR LANDSCAPE FEATURES ALONG ASHBURN ESTATES.
e. THE COSTS OF THESE OFF-SITE FRONTAGE IMPROVEMENTS WILL NOT EXCEED THE EQUITABLE CONTRIBUTIONS IDENTIFIED FOR ITEMS #5 AND #6 ABOVE ($750,000). DELDOT WILL BE RESPONSIBLE FOR ANY ADDITIONAL COSTS FOR THE OFF-SITE IMPROVEMENTS TO NEW ROAD. HOWEVER, IF THOSE OFF-SITE IMPROVEMENTS ARE LESS THAN $750,000 (INCLUDING ENGINEERING) THE DIFFERENCE SHOULD BE CONTRIBUTED BY THE DEVELOPER TO DELDOT PROJECTS TO RECONSTRUCT THE NEW ROAD CANARY CREEK BRIDGE OR THE DELDOT PROJECT *REALIGNMENT OF OLD ORCHARD ROAD AT WESCOATS CORNER* (CONTRACT NO. T201609601).

8. AS NEW ROAD IS WITHIN DELAWARE'S LEWES SCENIC AND HISTORIC BYWAY, ALL OFF-SITE AND FRONTAGE IMPROVEMENTS SHOULD BE DESIGNED FOR CONSISTENCY WITH THE *CORRIDOR MANAGEMENT PLAN* AND SHOULD TAKE RECOMMENDATIONS FROM THE NEW ROAD MASTER PLAN INTO CONSIDERATION.
9. THE FOLLOWING BICYCLE, PEDESTRIAN, AND TRANSIT IMPROVEMENTS SHOULD BE INCLUDED:

a. A MINIMUM FIFTEEN-FOOT WIDE PERMANENT EASEMENT FROM THE EDGE OF THE RIGHT-OF-WAY SHOULD BE DEDICATED TO DELDOT ALONG THE LYNN ROAD AND NEW ROAD SITE FRONTAGES. WITHIN THIS EASEMENT, THE DEVELOPER SHOULD CONSTRUCT A TEN-FOOT WIDE SHARED-USE PATH THAT MEETS CURRENT AASHTO AND ADA STANDARDS. A MINIMUM FIVE-FOOT SETBACK SHOULD BE MAINTAINED FROM THE EDGE OF THE PAVEMENT TO THE SHARED-USE PATH. IF FEASIBLE, THE SHARED-USED PATH SHOULD BE PLACED BEHIND UTILITY POLES AND STREET TRESS SHOULD BE PROVIDED WITHIN THE BUFFER AREA. THE DEVELOPER SHOULD COORDINATE WITH DELDOT'S DEVELOPMENT COORDINATION SECTION DURING THE PLAN REVIEW PROCESS TO IDENTIFY THE EXACT LOCATIONS OF THE SHARED-USE PATHS.
b. ALL INTERNAL ROADS SHALL BE PROVIDED WITH SIDEWALKS ON BOTH SIDES.
c. ADA COMPLIANT CURB RAMPS AND MARKED CROSSWALKS SHOULD BE PROVIDED AT THE LYNN ROAD FULL ACCESS SITE ENTRANCE AS WELL AS ALONG THE NORTHERLY LEG OF THE LYNN ROAD/NEW ROAD INTERSECTION. THE USE OF DIAGONAL CURB RAMPS IS DISCOURAGED.
d. FIVE-FOOT WIDE BICYCLE LANES SHOULD BE INCORPORATED IN THE SHOULDER ALONG BOTH DIRECTIONS OF LYNN ROAD AND NEW ROAD WITHIN THE SITE FRONTAGE LIMITS.
e. WHEN A RIGHT TURN LANE IS ADDED ALONG NEW ROAD, A FIVE-FOOT WIDE BICYCLE LANE SHOULD BE MAINTAINED THOUGH THE RIGHT TURN LANE TO FACILITATE SAFE AND UNIMPEDED BICYCLE TRAVEL. A RIGHT TURN YIELD TO BIKES SIGN (MUTCD R4-4) SHOULD BE ADDED BEFORE THE START OF EACH RIGHT TURN LANE.
f. UTILITY COVERS SHOULD BE MOVED OUTSIDE OF ANY DESIGNATED BICYCLE LANES AND ANY PROPOSED SIDEWALKS/SHARED-USE PATHS OR SHOULD BE FLUSH WITH THE PAVEMENT.

DELDOT RECORD PLAN GENERAL NOTES:

1. All entrances shall conform to the Delaware Department of Transportation's (DelDOT's) current Development Coordination Manual and shall be subject to its approval.
2. No landscaping shall be allowed within the right-of-way unless the plans are compliant with Section 3.7 of the Development Coordination Manual.
3. 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.
4. 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.
5. 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.
6. The sidewalk and shared-use path 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 of the shared-use path.
7.
   a. All lots shall have access from the internal subdivision street.
   b. Driveways will not be permitted to be placed at catch basin locations.
   c. Lots will be permitted to have access points that comply with the Development Coordination Manual (DCM) spacing requirements of Chapter 1 and limitations on number of access points established in DCM Chapter 7. Horseshoe driveways and secondary entrances require additional DelDOT review and separate permitting, restrictions as described in the DCM Chapter 7 may prohibit some secondary entrance requests from being granted.
8. 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.
9. The Developer shall be required to furnish and place right-of-way monuments in accordance with DelDOT's Development Coordination Manual.
10. 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.

GENERAL NOTES:

1. ALL ON-SITE STREETS (INCLUDING PAVEMENT, CURBING AND SIDEWALK) ARE PRIVATE AND SHALL BE MAINTAINED BY THE OWNER UNTIL DEDICATION TO THE HOMEOWNER'S ASSOCIATION. THE PERPETUAL MAINTENANCE OF THE STREETS SHALL BE BY THE HOMEOWNER'S ASSOCIATION.
2. STORMWATER MANAGEMENT AND STORM DRAINAGE SHALL BE IN ACCORDANCE WITH THE SUSSEX COUNTY CONSERVATION DISTRICT AND SUSSEX COUNTY ENGINEERING REQUIREMENTS. MAINTENANCE OF THE ON-SITE STORMWATER MANAGEMENT FACILITIES AND STORM DRAINAGE SYSTEM SHALL BE BY THE OWNER UNTIL DEDICATION TO THE HOMEOWNER'S ASSOCIATION. THE PERPETUAL MAINTENANCE OF THE ABOVE PROACTIVE SHALL BE BY THE HOMEOWNER'S ASSOCIATION.
3. ALL OPEN SPACE SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
4. EASEMENTS SHALL BE PROVIDED WHERE NECESSARY TO MEET PUBLIC UTILITY REQUIREMENTS. ALL SUBDIVISION LOTS SHALL HAVE FIVE-FOOT WIDE EASEMENTS ALONG ALL LOT LINES FOR A TOTAL EASEMENT OF AT LEAST 10 FEET ALONG A LOT LINE COMMON TO TWO LOTS. EASEMENTS OF GREATER WIDTH MAY BE REQUIRED AONG LOT LINES OR ACROSS LOTS, WHERE NECESSARY. EASEMENTS ALONG PERIMETER BOUNDARIES OF THE SUBDIVISION SHALL BE NO LESS THAN 10 FEET IN WIDTH ON THE INTERIOR SIDE OF THE BOUNDARY.
5. STREETLIGHTS SHALL BE PROVIDED.
6. ALL AMENITIES AND LANDSCAPE/FOREST BUFFERS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
7. CLEARING OF TREES HAS BEEN MINIMIZED TO THE EXTENT NECESSARY TO CONSTRUCT ALL REQUIRED SITE IMPROVEMENTS.
8. THE PROPERTY IS LOCATED IN THE VICINITY OF LAND USED PRIMARILY FOR AGRICULTURAL PURPOSES ON WHICH NORMAL AGRICULTURAL USES HAVE BEEN AFFORDED THE HIGHEST PRIORITY USE STATUS. IT CAN BE ANTICIPATED THAT SUCH USES AND ACTIVITIES MAY NOW OR IN THE FUTURE INVOLVE NOISE, DUST, MANURE AND OTHER ODORS. THE USE OF AGRICULTURAL CHEMICALS AND NIGHTTIME FARM OPERATIONS, THE USE AND ENJOYMENT OF THIS PROPERTY IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF ANY ANNOYANCE OR INCONVENIENCE WHICH MAY RESULT FROM SUCH NORMAL AGRICULTURAL USES AND ACTIVITIES.

TIS SUPPLEMENTAL NOTES:

AS DISCUSSED IN MEETINGS AND EMAILS BETWEEN THE DEVELOPER AND DELDOT PERSONNEL THE TIS REQUIREMENTS FOR ITEM #7 HAVE SUPPLEMENTAL NOTATIONS AS DESCRIBED BELOW.

1. THERE ARE ADDITIONAL COSTS IN THE NEW ROAD AND ROUNDABOUT CONSTRUCTION BEYOND THOSE THAT WOULD TYPICALLY BE REQUIRED.
2. IT IS AGREED THAT THE ADDITIONAL COSTS SHALL OFFSET ANY ADDITIONAL MONETARY CONTRIBUTIONS IN THE AREA.
3. THE DEVELOPER FOR TOWER HILL WILL IMPROVE THE AREA FROM ASHBURN ROAD TO SCHAEFFER LANE ALONG NEW ROAD.
4. DELDOT AND THE TOWER HILL DEVELOPER WILL WORK TOGETHER ON LIMITED IMPROVEMENTS DUE TO PHYSICAL CONSTRAINTS TO AVOID THE NEED FOR WETLAND PERMITS AND RIGHT OF WAY IF POSSIBLE. CONTINUATION OF THE SUP EXTENSION WILL BE PRIORITY IN DETERMINING WHAT TO BUILD.

DELDOT PHASING NOTES:

THE DEVELOPER SHALL BE ALLOWED TO PROCEED WITH ALL ON-SITE DEVELOPMENT ACTIVITIES AND TO RECEIVE UP TO 4 PERMITS FOR THE CONSTRUCTION OF MODEL HOMES PRIOR TO THE COMPLETION OF BASE PAVING FOR THE PHASE 1 IMPROVEMENTS SHOWN ON CONSTRUCTION AND ENTRANCE PLANS FOR TOWER HILL. UPON COMPLETION OF THE BASE PAVING OF THE PHASE 1 IMPROVEMENTS THE DEVELOPER SHALL BE ABLE TO RECEIVE UP TO 28 PERMITS AND 32 CERTIFICATE OF OCCUPANCIES. THE DEVELOPER SHALL COMPLETE THE FINAL PAVING OF THE PHASE 1 IMPROVEMENTS AS SOON AS WEATHER CONDITIONS AND TEMPERATURE PERMITS INSTALLATION OF FINAL ASPHALT. UPON COMPLETION OF THE FINAL PAVING OF THE PHASE 1 IMPROVEMENTS ON NEW ROAD THE DEVELOPER SHALL BE ABLE TO RECEIVE UP TO 135 PERMITS AND 139 CERTIFICATE OF OCCUPANCIES. PRIOR TO THE ISSUANCE OF THE 140TH CERTIFICATE OF OCCUPANCY, THE DEVELOPER SHALL COMPLETE PHASE 1, PHASE 2, PHASE 3 FRONTAGE IMPROVEMENTS TO LYNN AND NEW ROAD AND THOSE IMPROVEMENTS FROM THE EASTERN PROPERTY LINE OF TOWER HILL TO THE WESTERN EDGE OF SCHAFFER LANE AS SHOWN ON "CONSTRUCTION AND ENTRANCE PLANS FOR TOWER HILL".

DELDOT PHASE 1 INCLUDES ALL DELDOT ROW/FRONTAGE IMPROVEMENTS ON LYNN ROAD (STATIONS 11+27.44 THRU 25+99.57) AND DELDOT IMPROVEMENTS ON NEW ROAD FROM STATION 14+50 THRU 31+00.

DELDOT PHASE 2 INCLUDES DELDOT ROW IMPROVEMENTS ON NEW ROAD FROM STATION 9+84 THRU 14+50.

DELDOT PHASE 3 INCLUDES ALL DELDOT ROW IMPROVEMENTS ON NEW ROAD FROM STATION 31+00 THRU 46+51.57.

THE SHARED USE PATH ALONG NEW ROAD SHALL BE INSTALLED FROM STATION 22+25 THRU 26+08 IN PHASE 1, AND STATION 11+20 THRU 22+25 IN PHASE 2, AND STATION 26+08 THRU 44+30 IN PHASE 3.

BONDS FOR ALL PHASES OF TOWER HILL DELDOT ENTRANCE IMPROVEMENTS SHALL BE SUBMITTED WITH PHASE 1.

DELDOT ACQUISITION NOTE:

ALL RIGHT-OF-WAY, PERMANENT AND TEMPORARY EASEMENTS WILL NEED TO BE ACQUIRED BEFORE THE CONSTRUCTION PERMIT CAN BE PULLED FOR WORK IN THE DELDOT RIGHT-OF-WAY. THE PERMIT WILL BE BASED ON THE APPROVED PLANS THAT SHOW ALL 3 PHASES.

PLANNING & ZONING COMMISSION
ROBERT C. WHEATLEY, CHAIRMAN
KIM HOEY STEVENSON, VICE-CHAIRMAN
DOUGLAS B. HUDSON
R. KELLER HOPKINS
HOLLY J. WINGATE

Sussex County
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302-854-5079 F
JANELLE CORNWELL, AICP
DIRECTOR

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

January 2, 2019

By email to: jpalkewicz@solutionsipem.com

Mr. Jason Palkewicz, P.E.
Solutions IPEM
303 North Bedford Street
Georgetown, DE, 19947

Re: Notice of Decision letter for Preliminary Subdivision Plan for Tower Hill (2018-17) for a major cluster subdivision of 292 single-family dwellings, site improvements and open space
Tax Parcels: 335-8.00-2.00

Dear Mr. Palkewicz,

At their meeting of **Thursday, December 20, 2018** the Planning & Zoning Commission **approved** the **Preliminary Subdivision Plan** for **Tower Hill (2018-17)** for a major cluster subdivision of 292 single-family dwellings, site improvements and open space, using the cluster development option and accessed from New Road and Lynn Road.

The Preliminary Subdivision Plan is valid for three (3) years from the date of Planning Commission decision. A Final Subdivision Plan shall be approved within three (3) years of the date of approval of the Preliminary Plan or the action of the Planning Commission shall be deemed canceled. Unless an extension is granted, approval shall be rendered null and void if substantial construction is not commenced within five (5) years of the date of recordation of the final plat.

As part of their motion, the Planning Commission acted to approve the development subject to the following conditions (which shall be clearly annotated on the Revised Preliminary and Final Subdivision Plans):

A. There shall be no more than 292 lots within the subdivision.
B. The developer shall establish a homeowner's association responsible for the maintenance of streets, roads, buffers, stormwater management facilities, and other common areas.
C. The stormwater management system shall meet or exceed the requirements of the state and county. The Final Site Plan shall contain the approval of the Sussex Conservation District for the design and location of all stormwater management areas and erosion and sedimentation control facilities.
D. A forested or landscape buffer of at least 20 feet in depth shall be installed along the entire perimeter of the project. The buffer shall increase to 50 feet along the northwest boundary of the site adjacent to the land that is used for agricultural purposes. Subject to the approval of the Sussex Conservation District, there shall be a 6-foot-tall berm within the 50-foot buffer along the northwest boundary to provide a visual buffer to the active shooting area adjacent to this development. This berm shall not be required in wetland

R. The western edge of the property contains the site of the "Tower Hill Farm, Prettyman Family Burial Ground" (Certificate Registration Number DE -2016-06, Delaware Cemetery Board.) As offered by the applicant, the area will be subject to a perpetual cemetery easement as shown on the Preliminary Site Plan and the developer will make improvements to the Prettyman Family Burial Ground and adjoining areas as follows:
   1. The cemetery area will be surveyed and marked. The area will be cleaned of fallen, dead of dying trees, vegetation and litter by gentle means and no stump or tree removal. Collapsed grave depressions will be filled and leveled and the cleaned area will be planted with appropriate ground cover.
   2. The four corners of the cemetery area with text approved by Ralph Prettyman on behalf of the family together with two gray granite benches for historical markers. Markers will be erected on the outskirts of the cemetery. One to recognize the indigenous people who once lived there. The other to recognize the colonial and Post-Colonial occupation. The local Native American tribes shall be consulted on the content of the Indigenous Peoples Marker to placements of these items and verify that no human remains would be impacted.
   3. Appropriate access to the cemetery will be provided for visitors and residents, and an easement will be created to insure perpetual maintenance of the cemetery by the community homeowner's association and perpetual access to the cemetery by the Prettyman family. Descendants and interested members of the public for any
   4. Any Native American cemeteries found on the site shall receive the same or comparable treatment as stated above subject to any modifications approved by SHPO and the local Native American Nanticoke tribal representative.
   5. The archeological report to be prepared by Ed Otter Inc. will be made available to Ralph Prettyman on behalf of the Prettyman descendants, the Delaware State Historical Preservation Office (SHPO) the Sussex County Office of Planning and Zoning Office and the Lewes Historical Society and the Nanticoke Indian Museum. Upon completion of the report, artifacts associated with the Prettyman family of other Colonial occupants of the property discovered on the site shall be donated to SHPO and/or the Lewes Historical Society. Any Native American artifacts found on the site shall be donated to the Nanticoke Indian Museum.
   6. The applicant will take extra care when performing site work to avoid any impact on the ancient sycamore tree on the Boston property on New Road.
   7. A representation of the history of the property will be displayed in the community clubhouse and consideration given to the street name suggested by Ralph Prettyman.
S. A revised Preliminary Site Plan either depicting or noting these conditions must be submitted to the Office of Planning and Zoning.
T. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.

The Final Subdivision Plan must comply with the County's Subdivision Code, including submission of agency approval letters to the Planning and Zoning Office. The agency approvals required for Final Subdivision Plan approval include but are not limited to: Sussex Conservation District, Office of the State Fire Marshal, Sussex County Engineering Department, Sussex County Mapping and addressing Department, Delaware Department of Transportation and the relevant School District in relation to bus stop provisions.

areas or in areas containing known archeological or historical artifacts. The Final Site Plan shall contain a landscape plan for all these areas.
E. The development shall comply will all DelDOT entrance and roadway improvement requirements, including contributions to the cost of offsite roadway improvements. The developer shall also coordinate with DelDOT to ensure that there are no impediments to the designation of New Road as an evacuation route.
F. The subdivision shall be served by central sewer.
G. The subdivision shall be severed by a publicly regulated central water system providing drinking water and fire protection.
H. The development shall be served by its own on-site active amenities such as a pool and clubhouse. On-site amenities shall be divided so that equivalent (not necessarily the same) amenities shall be constructed on either side of Lynn Road.
I. The developer shall complete all amenities prior to the issuance of the one hundred and forteth residental building permit.
J. Road naming and addressing shall be subject to the review and approval of the Sussex County Mapping and Addressing Department.
K. Construction, site work and deliveries on the site shall only occur between the hours of 8:00 AM to 5:00 PM, Monday through Friday, and 8:00 AM to 2:00 PM on Saturdays. No activity shall occur on Sundays.
L. The Final Site Plan shall indicate all forested areas that will be preserved on the Final Site Plan, and the restrictive covenants shall contain the legal notice that lands adjacent to this development are used for agricultural purposes and Final Site Plan and restrictive covenants shall contain a notice that land on the northwest of this site is actively used for hunting and the discharge of firearms.
M. The Final Site Plan and the Restrictive Covenants shall contain the legal notice that lands adjacent to this development are used for agricultural purposes.
N. The Final Site Plan and Restrictive Covenants shall contain a notice that land to the northwest of this site is actively used for hunting and the discharge of firearms.
O. The developer, in coordination with the Sussex Conservation District, shall design and construct the site so that runoff is eliminated or significantly reduced onto lots fronting on Shaeffer Lane. The Developer shall notify the lot owners along Shaeffer Lane having a common boundary with this property of the date when sitework will commence in the northeastern area of the subdivison and how that construction may impact their property.
P. As proffered by the applicant, the five (5) areas known on the Preliminary Site Plan and marked as "Archaeology Preservation/Conservation Easement Areas" located in the northeast corner and western side of the property, so remain as perpetual easement areas. The Delaware State Historical Preservation Office (SHPO) may request permission to perform archaeological studies and/or excavations of the easement areas under conditions agreed to by the applicant and it's assigned.
Q. The Final Site Plan shall contain a landscape plan for the subdivision's frontage along New Road with appropriate landscaping consistent with the goals of the Lewes Scenic and Historic Byway Corridor Management Plan. The New Road landscaping shall be perpetually maintained by the developer and/or homeowner's association through the requirements of this condition as set forth in the email of Dan McGreevy dated November 29th, 2018 incorporated by reference herein and which will be included in the meeting minutes confirming this motion. That agreement shall also be summarized in the note on the Final Site Plan.

Once all agency approvals have been obtained please submit a minimum of **seven (7) paper copies (11"x17"), one (1) full size copy and one (1) electronic copy** to the Planning and Zoning Office for consideration on the next agenda for the Planning Commission. It is recommended that two (2) copies of a check print are first submitted to staff for review.

A lot fee of $10.00 per lot will be required prior to the approval of any Final Subdivision Plan. For 292 lots, the fee is $2,920.00.

Please feel free to contact me during business hours 8:30am – 4:30pm Monday through Friday at 302-855-7878.

Sincerely,

Lauren DeVore
Planner III

CC. Andy Wright, Building Code,
Mike Brady, Director of Public Works – Engineering
John Ashman, Director of Utility Planning - Engineering

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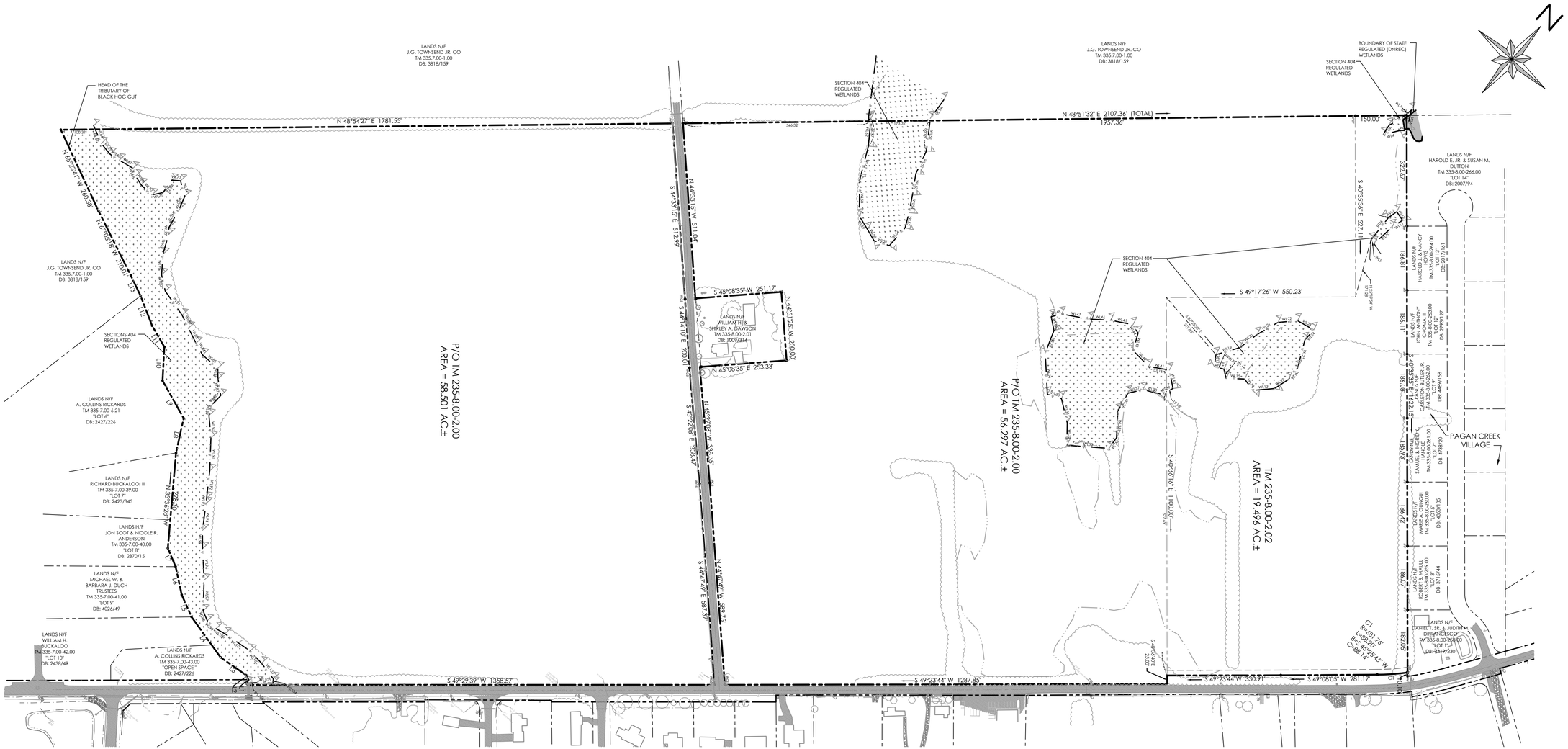
NO.	DATE	REVISIONS DESCRIPTION
1	5/22/20	DELDOT COMMENTS
1	8/6/20	DELDOT COMMENTS

NOTES
for
TOWER HILL
SUSSEX COUNTY, DELAWARE
LEWES & REHOBOTH HUNDRED
LYNN ROAD (SCR 266A) & NEW ROAD (SCR 266)
DELDOT PROJECT ID: 335-8.00-2.00

Date:	04/02/19
Job Number:	17049
Scale:	NONE
Drawn By:	HHB
Designed By:	HHB
Approved By:	JP

Sheet No.: 2

File Name: COVER.dwg



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 40°20'43" W	15.00'
L2	N 61°32'02" W	13.95'
L3	S 84°21'05" W	90.98'
L4	N 76°10'17" W	144.93'
L5	N 64°25'11" W	70.60'
L6	N 52°45'02" W	83.74'
L7	N 63°20'19" W	58.22'
L8	N 28°05'36" W	103.46'
L9	N 69°49'49" W	125.34'
L10	N 37°27'31" W	98.35'
L11	N 70°31'21" W	71.22'
L12	N 61°37'55" W	93.45'
L13	N 66°11'02" W	66.10'

WETLAND LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
WL1	N 10°09'30" E	30.31'	WL34	N 06°13'47" W	37.62'	WL67	S 80°00'31" W	46.47'	WL100	S 79°17'24" W	29.78'
WL2	N 18°05'52" E	48.84'	WL35	S 37°28'42" E	78.02'	WL68	N 59°25'15" W	24.12'	WL101	S 83°34'54" W	89.14'
WL3	N 07°57'24" W	31.74'	WL36	N 11°13'39" W	59.33'	WL69	S 72°19'14" E	29.73'	WL102	S 83°09'31" E	48.73'
WL4	S 35°47'50" W	51.58'	WL37	S 36°25'13" W	45.24'	WL70	N 86°50'27" W	43.02'	WL103	N 77°41'01" W	56.71'
WL5	S 51°06'41" W	18.70'	WL38	S 63°21'01" W	50.82'	WL71	S 37°44'05" W	33.44'	WL104	S 36°16'43" E	12.88'
WL6	N 27°51'29" W	61.21'	WL39	S 27°29'45" W	40.89'	WL72	N 05°10'54" W	44.39'	WL105	S 51°21'27" W	46.50'
WL7	N 13°38'27" E	30.04'	WL40	N 51°30'00" W	54.78'	WL73	N 53°45'02" E	25.41'	WL106	N 47°02'43" E	32.04'
WL8	N 02°27'40" W	82.83'	WL41	N 59°34'45" E	61.47'	WL74	N 56°02'20" W	46.96'			
WL9	N 82°53'00" W	14.22'	WL42	S 84°56'46" E	64.53'	WL75	N 16°48'12" W	41.58'			
WL10	N 06°26'47" E	72.14'	WL43	N 24°38'42" W	52.50'	WL76	N 11°14'34" W	60.46'			
WL11	S 17°06'35" W	35.44'	WL44	S 71°09'17" E	28.80'	WL77	N 38°35'39" W	19.57'			
WL12	S 74°21'44" E	30.23'	WL45	N 60°53'54" E	66.19'	WL78	N 24°22'13" W	60.37'			
WL13	N 44°42'20" E	63.54'	WL46	S 52°30'15" W	61.28'	WL79	N 36°52'07" W	60.19'			
WL14	S 76°09'09" E	40.84'	WL47	N 59°47'52" E	83.31'	WL80	N 53°08'42" W	48.59'			
WL15	S 51°24'16" W	54.12'	WL48	N 34°58'11" E	31.16'	WL81	N 75°30'47" W	85.55'			
WL16	S 53°53'01" E	27.56'	WL49	N 51°49'56" W	40.93'	WL82	S 66°54'20" E	41.71'			
WL17	S 64°06'53" W	28.51'	WL50	N 04°37'27" W	66.33'	WL83	S 66°46'09" E	49.17'			
WL18	N 33°05'10" W	35.21'	WL51	N 33°28'23" W	95.32'	WL84	S 69°31'01" E	39.07'			
WL19	N 33°06'30" E	72.45'	WL52	N 15°42'12" W	73.28'	WL85	N 89°51'31" W	59.04'			
WL20	N 12°13'37" E	62.70'	WL53	N 31°25'16" W	63.04'	WL86	S 40°40'09" E	28.97'			
WL21	N 19°20'34" E	70.73'	WL54	N 29°57'42" W	51.88'	WL87	N 49°40'25" W	51.47'			
WL22	N 44°32'18" E	57.24'	WL55	N 25°29'49" W	45.41'	WL88	N 03°03'52" E	39.57'			
WL23	S 78°55'15" W	54.21'	WL56	N 00°58'25" E	69.30'	WL89	S 27°31'50" E	30.02'			
WL24	N 00°57'16" E	59.01'	WL57	N 67°04'33" E	46.68'	WL90	N 45°29'27" W	65.36'			
WL25	N 26°03'49" W	83.66'	WL58	N 70°46'11" W	37.49'	WL91	N 38°26'40" W	95.82'			
WL26	N 01°39'47" W	44.12'	WL59	S 71°45'59" E	45.96'	WL92	N 33°56'37" W	81.31'			
WL27	N 16°06'45" E	47.69'	WL60	N 40°06'49" W	103.91'	WL93	S 34°16'54" E	14.93'			
WL28	N 19°29'23" W	70.07'	WL61	N 26°12'44" W	102.79'	WL94	N 33°00'13" W	78.72'			
WL29	N 43°20'39" W	120.49'	WL62	N 35°19'12" W	81.33'	WL95	S 40°43'33" E	53.03'			
WL30	S 66°04'22" W	42.73'	WL63	N 16°18'44" E	9.37'	WL96	N 43°18'19" W	92.18'			
WL31	N 53°52'35" W	73.32'	WL64	N 63°44'16" W	56.47'	WL97	N 38°39'06" W	89.12'			
WL32	N 39°35'09" W	64.88'	WL65	S 79°30'30" E	39.98'	WL98	S 63°00'21" E	31.44'			
WL33	N 53°43'44" E	123.64'	WL66	S 82°31'04" W	32.21'	WL99	N 88°09'42" W	34.22'			

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REVISIONS

NO.	DATE	DESCRIPTION
1	5/22/20	DELDOT COMMENTS
1	8/6/20	DELDOT COMMENTS

BOUNDARY OF WATERS AND WETLANDS OF THE UNITED STATES

for

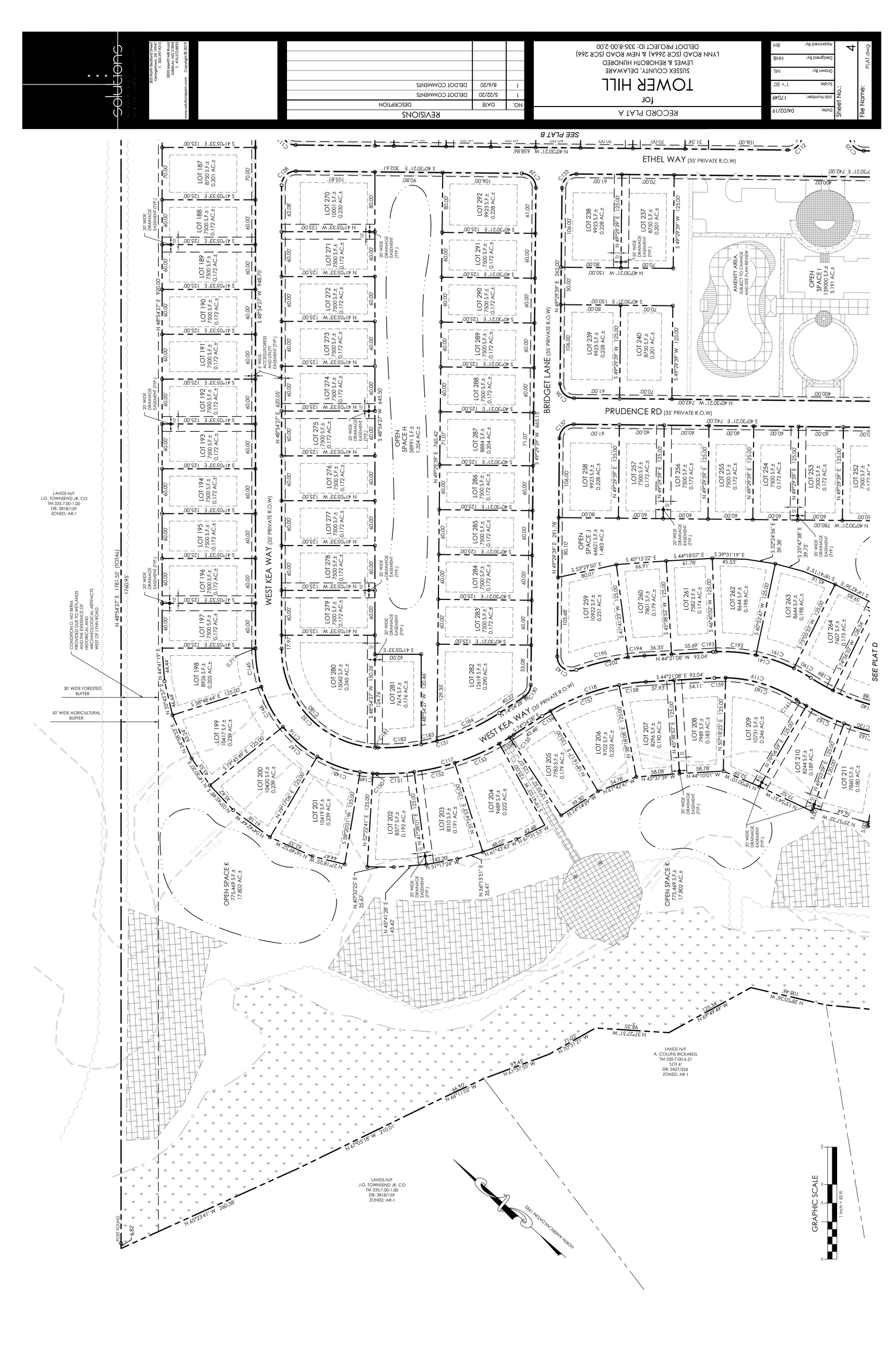
TOWER HILL

SUSSEX COUNTY, DELAWARE
LEWES & REHOBOTH HUNDRED
LYNN ROAD (SCR 266A) & NEW ROAD (SCR 266)
DELDOT PROJECT ID: 335-8.00-2.00

Date:	04/02/19
Job Number:	17049
Scale:	1"=150'
Drawn By:	ML
Designed By:	JRE
Approved By:	JRE

Sheet No.: 3

File Name: G17049-record-wetlands


RECORD PLAT A
for
TOWER HILL
SUSSEX COUNTY, DELAWARE
LEWES & REHOBOTH HUNDRED
LYNN ROAD (SCR 366A) & NEW ROAD (SCR 266)
DELDOT PROJECT ID: 335-8.00-2.00
REVISIONS
NO. DATE DESCRIPTION
1 5/22/20 DELDOT COMMENTS
1 8/6/20 DELDOT COMMENTS
Date: 04/02/19
Job Number: 17049
Scale: 1" = 50'
Drawn by: ML
Designed By: HHB
Approved by: BH
Sheet No.: 4
File Name: PLAT.dwg
SEE PLAT B
ETHEL WAY (35' PRIVATE R.O.W)
BRIDGET LANE (35' PRIVATE R.O.W)
PRUDENCE RD (35' PRIVATE R.O.W)
WEST KEA WAY (35' PRIVATE R.O.W)
SEE PLAT D
AMENITY AREA, SUBJECT TO CHANGE AND SITE PLAN REVIEW
OPEN SPACE I 13,700 S.F.± 0.314 AC.±
OPEN SPACE H 58991 S.F.± 1.354 AC.±
OPEN SPACE J 64621 S.F.± 1.483 AC.±
OPEN SPACE K 775,469 S.F.± 17.802 AC.±
LOT 187 8750 S.F.± 0.201 AC.±
LOT 188 7500 S.F.± 0.172 AC.±
LOT 189 7500 S.F.± 0.172 AC.±
LOT 190 7500 S.F.± 0.172 AC.±
LOT 191 7500 S.F.± 0.172 AC.±
LOT 192 7500 S.F.± 0.172 AC.±
LOT 193 7500 S.F.± 0.172 AC.±
LOT 194 7500 S.F.± 0.172 AC.±
LOT 195 7500 S.F.± 0.172 AC.±
LOT 196 7500 S.F.± 0.172 AC.±
LOT 197 7500 S.F.± 0.172 AC.±
LOT 198 8926 S.F.± 0.205 AC.±
LOT 199 10417 S.F.± 0.239 AC.±
LOT 200 10420 S.F.± 0.239 AC.±
LOT 201 10419 S.F.± 0.239 AC.±
LOT 202 8377 S.F.± 0.192 AC.±
LOT 203 8301 S.F.± 0.191 AC.±
LOT 204 9689 S.F.± 0.222 AC.±
LOT 205 7783 S.F.± 0.179 AC.±
LOT 206 9702 S.F.± 0.223 AC.±
LOT 207 8296 S.F.± 0.190 AC.±
LOT 208 7989 S.F.± 0.183 AC.±
LOT 209 10731 S.F.± 0.246 AC.±
LOT 210 8244 S.F.± 0.189 AC.±
LOT 211 7840 S.F.± 0.180 AC.±
LOT 212 7500 S.F.± 0.172 AC.±
LOT 213 7500 S.F.± 0.172 AC.±
LOT 214 7500 S.F.± 0.172 AC.±
LOT 215 7500 S.F.± 0.172 AC.±
LOT 216 7500 S.F.± 0.172 AC.±
LOT 217 7500 S.F.± 0.172 AC.±
LOT 218 7500 S.F.± 0.172 AC.±
LOT 219 7500 S.F.± 0.172 AC.±
LOT 220 7500 S.F.± 0.172 AC.±
LOT 221 7500 S.F.± 0.172 AC.±
LOT 222 7500 S.F.± 0.172 AC.±
LOT 223 7500 S.F.± 0.172 AC.±
LOT 224 7500 S.F.± 0.172 AC.±
LOT 225 7500 S.F.± 0.172 AC.±
LOT 226 7500 S.F.± 0.172 AC.±
LOT 227 7500 S.F.± 0.172 AC.±
LOT 228 7500 S.F.± 0.172 AC.±
LOT 229 7500 S.F.± 0.172 AC.±
LOT 230 7500 S.F.± 0.172 AC.±
LOT 231 7500 S.F.± 0.172 AC.±
LOT 232 7500 S.F.± 0.172 AC.±
LOT 233 7500 S.F.± 0.172 AC.±
LOT 234 7500 S.F.± 0.172 AC.±
LOT 235 7500 S.F.± 0.172 AC.±
LOT 236 7500 S.F.± 0.172 AC.±
LOT 237 8750 S.F.± 0.201 AC.±
LOT 238 9923 S.F.± 0.228 AC.±
LOT 239 9923 S.F.± 0.228 AC.±
LOT 240 8750 S.F.± 0.201 AC.±
LOT 241 7500 S.F.± 0.172 AC.±
LOT 242 7500 S.F.± 0.172 AC.±
LOT 243 7500 S.F.± 0.172 AC.±
LOT 244 7500 S.F.± 0.172 AC.±
LOT 245 7500 S.F.± 0.172 AC.±
LOT 246 7500 S.F.± 0.172 AC.±
LOT 247 7500 S.F.± 0.172 AC.±
LOT 248 7500 S.F.± 0.172 AC.±
LOT 249 7500 S.F.± 0.172 AC.±
LOT 250 7500 S.F.± 0.172 AC.±
LOT 251 7500 S.F.± 0.172 AC.±
LOT 252 7500 S.F.± 0.172 AC.±
LOT 253 7500 S.F.± 0.172 AC.±
LOT 254 7500 S.F.± 0.172 AC.±
LOT 255 7500 S.F.± 0.172 AC.±
LOT 256 7500 S.F.± 0.172 AC.±
LOT 257 7500 S.F.± 0.172 AC.±
LOT 258 9923 S.F.± 0.228 AC.±
LOT 259 10121 S.F.± 0.231 AC.±
LOT 260 7801 S.F.± 0.179 AC.±
LOT 261 7582 S.F.± 0.174 AC.±
LOT 262 8644 S.F.± 0.198 AC.±
LOT 263 8644 S.F.± 0.198 AC.±
LOT 264 7607 S.F.± 0.175 AC.±
LOT 265 7500 S.F.± 0.172 AC.±
LOT 266 7500 S.F.± 0.172 AC.±
LOT 267 7500 S.F.± 0.172 AC.±
LOT 268 7500 S.F.± 0.172 AC.±
LOT 269 7500 S.F.± 0.172 AC.±
LOT 270 10001 S.F.± 0.230 AC.±
LOT 271 7500 S.F.± 0.172 AC.±
LOT 272 7500 S.F.± 0.172 AC.±
LOT 273 7500 S.F.± 0.172 AC.±
LOT 274 7500 S.F.± 0.172 AC.±
LOT 275 7500 S.F.± 0.172 AC.±
LOT 276 7500 S.F.± 0.172 AC.±
LOT 277 7500 S.F.± 0.172 AC.±
LOT 278 7500 S.F.± 0.172 AC.±
LOT 279 7500 S.F.± 0.172 AC.±
LOT 280 15042 S.F.± 0.345 AC.±
LOT 281 7674 S.F.± 0.176 AC.±
LOT 282 12619 S.F.± 0.290 AC.±
LOT 283 7500 S.F.± 0.172 AC.±
LOT 284 7500 S.F.± 0.172 AC.±
LOT 285 7500 S.F.± 0.172 AC.±
LOT 286 7500 S.F.± 0.172 AC.±
LOT 287 8884 S.F.± 0.204 AC.±
LOT 288 7500 S.F.± 0.172 AC.±
LOT 289 7500 S.F.± 0.172 AC.±
LOT 290 7500 S.F.± 0.172 AC.±
LOT 291 7500 S.F.± 0.172 AC.±
LOT 292 9923 S.F.± 0.228 AC.±
LANDS N/F J.G. TOWNSEND JR., CO TM 335.7.00-1.00 DB: 3818/159 ZONED: AR-1
LANDS N/F A. COLLINS RICKARDS TM 335-7.00-6.21 LOT 6 DB: 2427/226 ZONED: AR-1
CONDITION D, NO BERM PROVIDED DUE TO WETLANDS AND THE EXISTENCE OF ARCHAEOLOGICAL ARTIFACTS WEST OF LYNN ROAD.
50' WIDE FORESTED BUFFER
50' WIDE AGRICULTURAL BUFFER
20' WIDE DRAINAGE EASEMENT (TYP.)
5' WIDE ACCESS EASEMENT AND UTILITY EASEMENT (TYP.)
POST FOUND
NORTH MARSHCAN DATUM 1983
GRAPHIC SCALE
1 inch = 50 ft.
seltzlane
303 North Bedford Street
Georgetown, DE 19947
T. 302.855.7925
3002 North 44th Road
Salisbury, MD 21804
T. 410.572.6833
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MATCHLINE A
SEE HEREON

MATCHLINE A
SEE HEREON

LYNN ROAD
PRIVATE

50' WIDE FORESTED BUFFER

CONDITION D, NO BERM PROVIDED DUE TO WETLANDS AND THE EXISTENCE OF HISTORICAL AND ARCHAEOLOGICAL ARTIFACTS WEST OF LYNN ROAD.

50' WIDE AGRICULTURAL BUFFER

50' WIDE FORESTED BUFFER

CONDITION D, NO BERM PROVIDED DUE TO STORMWATER MANAGEMENT AND DRAINAGE ISSUES EAST OF LYNN ROAD TO WETLANDS AND NO VISUAL ACTIVE SHOOTING AREA TO BUFFER (WOODLANDS AND EXISTING BERM)

EXISTING BERM

EXISTING BERM

50' WIDE FORESTED BUFFER

CONDITION D, NO BERM PROVIDED DUE TO WETLANDS, AND NO VISUAL ACTIVE SHOOTING AREA TO BUFFER (WOODLANDS)

GRAPHIC SCALE
50 0 25 50 100
1 inch = 50 ft.

LANDS N/F
J.G. TOWNSEND JR. CO
TM 335-7.00-1.00
DB: 1067/181

N 48°54'27" E 1781.55' (TOTAL)
1760.95'

S 46°33'07" E
3.08'

16.34'

13.78'

N 48°51'32" E 2107.36' (TOTAL)
1941.02'

EX. 30' WIDE R.O.W.
EX. 15' WIDE R.O.W.
EX. 15' WIDE R.O.W.

OPEN SPACE K
775,469 S.F.±
17.802 AC.±

20' WIDE DRAINAGE EASEMENT (TYP.)

N 48°54'27" E 920.00'

30'
NOTE 1
NOTE 2

NOTE 1 SHEET 13

NOTE 2, SHEET 13

N 49°29'39" E 110.67'

N 52°19'14" E
41.12'

N 61°31'07" E
53.78'

N 71°59'40" E
53.05'

N 82°01'29" E
49.25'

S 87°51'49" E
54.50'

20' WIDE DRAINAGE EASEMENT (TYP.)

LOT 187
8750 S.F.±
0.201 AC.±

LOT 186
8750 S.F.±
0.201 AC.±

LOT 185
7500 S.F.±
0.172 AC.±

LOT 184
7500 S.F.±
0.172 AC.±

LOT 183
7500 S.F.±
0.172 AC.±

LOT 88
8750 S.F.±
0.201 AC.±

LOT87
9289 S.F.±
0.213 AC.±

LOT 86
10426 S.F.±
0.239 AC.±

LOT 85
10289 S.F.±
0.236 AC.±

LOT 84
7500 S.F.±
0.172 AC.±

PUMP
2950 S.F.±
0.068 AC.±

OPENB
767583 S.F.±
17.621 AC.±

N 36°59'50" W
35.80'

N 48°45'35" E
62.73'

N 48°51'32" E 610.00'
60.00'

N 33°56'55" E
46.75'

N 42°54'51" E
44.70'

N 23°49'48" E
56.43'

N 13°27'15" E
50.38'

N 02°39'58" E
58.59'

N 07°48'35" W
48.22'

N 17°40'34" W
52.40'

N 28°39'08" W
54.41'

LOT 64
8943 S.F.±
0.205 AC.±

LOT 65
10425 S.F.±
0.239 AC.±

LOT 66
10424 S.F.±
0.239 AC.±

LOT 67
10426 S.F.±
0.239 AC.±

LOT 68
8066 S.F.±
0.185 AC.±

LOT 63
7625 S.F.±
0.175 AC.±

LOT 62
7500 S.F.±
0.172 AC.±

LOT 154
8750 S.F.±
0.201 AC.±

LOT 153
7500 S.F.±
0.172 AC.±

LOT 155
16191 S.F.±
0.372 AC.±

LOT 156
7500 S.F.±
0.172 AC.±

WEST KEA WAY (35' PRIVATE R.O.W)

S 48°54'27" W 948.70'

N 48°54'27" E 260.31'

N 49°29'39" E 153.04'

N 48°51'32" E 678.22'

S 48°51'32" W 321.84'

S 48°51'32" W 330.00'

LOT 179
10004 S.F.±
0.230 AC.±

LOT 180
7500 S.F.±
0.172 AC.±

LOT 181
7500 S.F.±
0.172 AC.±

LOT182
7500 S.F.±
0.172 AC.±

LOT 89
8750 S.F.±
0.201 AC.±

LOT 90
14493 S.F.±
0.333 AC.±

LOT 91
8750 S.F.±
0.201 AC.±

LOT 92
8750 S.F.±
0.201 AC.±

LOT 93
7500 S.F.±
0.172 AC.±

LOT 94
12635 S.F.±
0.290 AC.±

EAST KEA WAY (35' PRIVATE R.O.W)

N 48°51'47" E 241.77'

S 48°51'47" W 241.77'

LOT 69
7500 S.F.±
0.172 AC.±

LOT 70
7500 S.F.±
0.172 AC.±

LOT 71
7500 S.F.±
0.172 AC.±

LOT 72
7500 S.F.±
0.172 AC.±

LOT 73
7500 S.F.±
0.172 AC.±

LOT 74
8750 S.F.±
0.201 AC.±

LOT 157
7500 S.F.±
0.172 AC.±

LOT 158
7500 S.F.±
0.172 AC.±

LOT 159
7500 S.F.±
0.172 AC.±

LOT 160
7500 S.F.±
0.172 AC.±

LOT 161
7500 S.F.±
0.172 AC.±

LOT 162
7500 S.F.±
0.172 AC.±

LOT 163
7500 S.F.±
0.172 AC.±

LOT 164
8750 S.F.±
0.201 AC.±

LOT 165
8750 S.F.±
0.201 AC.±

LOT 178
8750 S.F.±
0.201 AC.±

LOT 177
7500 S.F.±
0.172 AC.±

LOT 176
7500 S.F.±
0.172 AC.±

LOT 175
7500 S.F.±
0.172 AC.±

LOT 174
8750 S.F.±
0.201 AC.±

LOT 173
8750 S.F.±
0.201 AC.±

LOT 172
9923 S.F.±
0.228 AC.±

LOT 171
8750 S.F.±
0.201 AC.±

LOT 170
8940 S.F.±
0.205 AC.±

LOT 169
8888 S.F.±
0.204 AC.±

LOT 83
7711 S.F.±
0.177 AC.±

LOT 82
8195 S.F.±
0.188 AC.±

LOT 81
7500 S.F.±
0.172 AC.±

LOT 80
7500 S.F.±
0.172 AC.±

LOT 79
8750 S.F.±
0.201 AC.±

LOT 95
7500 S.F.±
0.172 AC.±

LOT 96
7500 S.F.±
0.172 AC.±

LOT 97
8750 S.F.±
0.201 AC.±

LOT 102
8751 S.F.±
0.201 AC.±

LOT 101
8735 S.F.±
0.201 AC.±

LOT 100
8750 S.F.±
0.201 AC.±

LOT 99
8750 S.F.±
0.201 AC.±

LOT 98
9923 S.F.±
0.228 AC.±

LOT 78
9923 S.F.±
0.228 AC.±

LOT 77
9375 S.F.±
0.215 AC.±

LOT 76
9375 S.F.±
0.215 AC.±

LOT 75
10548 S.F.±
0.242 AC.±

OPEN SPACE G
102939 S.F.±
2.363 AC.±

OPEN SPACE G
102939 S.F.±
2.363 AC.±

OPEN SPACE A
98180 S.F.±
2.254 AC.±

OPEN SPACE D
456576 S.F.±
10.482 AC.±

LYNN ROAD (SCR 266A) - LOCAL

S 44°41'17" E
76.67'

S 45°08'35" W 251.17'

N 44°14'17" W
13.14'

N 45°08'35" E
12.95'

S 45°16'24" E
13.96'

S 45°08'35" W 250.00'

N 44°35'21" E 111.28'

N 39°17'16" E 126.34'

N 44°54'29" W
13.14'

NEW AREA OF PARCEL 2.01 = 1.201 AC.±

PARCEL "A"
2304.55 S.F. TO BE ADDED TO PARCEL 335-8.00-2.01

LANDS N/F
WILLIAM H. & SHIRLEY A. DAWSON
TM 335-8.00-2.01
DB: 1009/314

EX. 32' WIDE R.O.W.
EX. 15' WIDE R.O.W.
EX. 17' WIDE R.O.W.

20' WIDE BUFFER

15' WIDE UTILITY EASEMENT, SEE SHEET 8

10'x20' SIGN EASEMENT

UTILITY EASEMENT, SEE SHEET 8

EXISTING PROPERTY LINES TO BE ABANDONED PER THIS PLAT

5' WIDE ACCESS/EGRESS AND UTILITY EASEMENT (TYP.)

DRAINAGE EASEMENT SEE SHEET 13

DRAINAGE EASEMENT NOTE 3 SEE SHEET 13

DRAINAGE EASEMENT SEE SHEET 13

20' WIDE DRAINAGE EASEMENT (TYP.)

HILLTOP BOULEVARD (35' PRIVATE R.O.W)

ETHEL WAY (35' PRIVATE R.O.W)

SEE PLAT A

SEE PLAT C

SEE PLAT E

NORTH AMERICAN DATUM 1983

303 North Bedford Street
Georgetown, DE 19947
T. 302.297.9215

3003 Merritt Mill Road
Salisbury, MD 21804
T. 410.572.8833

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REVISIONS

NO.	DATE	DESCRIPTION
1	5/22/20	DELDOT COMMENTS
1	8/6/20	DELDOT COMMENTS

RECORD PLAT B

for

TOWER HILL

SUSSEX COUNTY, DELAWARE
LEWES & REHOBOTH HUNDRED
LYNN ROAD (SCR 266A) & NEW ROAD (SCR 266)
DELDOT PROJECT ID: 335-8.00-2.00

Date:	04/02/19
Job Number:	17049
Scale:	1"= 50'
Drawn By:	MIL
Designed By:	HHB
Approved By:	BH

Sheet No.: 5

File Name: PLAT.dwg

LANDS N/F
JOHN TOWNSEND JR. C/O
TM: 335-7.00-1.00
DB: 381/159
ZONED: AR-1

CONDITION D. NO BERM PROVIDED DUE TO WETLANDS. AND NO VISUAL ACTIVE SHOOTING AREA TO BUFFER (WOODLANDS)

50' WIDE FORESTED BUFFER

50' WIDE AGRICULTURAL BUFFER

N 48°51'32" E 2107.36' (TOTAL)
1941.02'

IPCF

IPF

150.00'

N 48°51'32" E 610.00'

N 54°35'46" E
93.34'

N 70°33'42" E
98.87'

S 27°41'12" E 125.00'

S 17°08'28" E 125.00'

LOT 62
LOT 61
7500 S.F.±
0.172 AC.±
LOT 60
7500 S.F.±
0.172 AC.±
LOT 59
7500 S.F.±
0.172 AC.±
LOT 58
7500 S.F.±
0.172 AC.±
LOT 57
7500 S.F.±
0.172 AC.±
LOT 56
7500 S.F.±
0.172 AC.±
LOT 55
7500 S.F.±
0.172 AC.±
LOT 54
7500 S.F.±
0.172 AC.±
LOT 53
8750 S.F.±
0.201 AC.±
LOT 52
9684 S.F.±
0.222 AC.±
LOT 51
9902 S.F.±
0.227 AC.±

OPENB
767583 S.F.±
17.621 AC.±

LANDS N/F
HAROLD E. & SUSAN M. DUTTON
TM: 335-8.00-264.00
LOT 1-F
DB: 2007/94
ZONED: AR-1

322.67'

N 48°51'32" E 678.22'

SOLOMON WAY (35' PRIVATE R.O.W)

S 48°51'32" W 321.84'

LOT 153
7500 S.F.±
0.172 AC.±
LOT 152
7500 S.F.±
0.172 AC.±
LOT 151
7500 S.F.±
0.172 AC.±
LOT 150
9923 S.F.±
0.228 AC.±
20' WIDE DRAINAGE EASEMENT (TYP.)

S 48°51'32" W 330.00'

N 48°51'32" E 77.00'

OPENF
24944 S.F.±
0.573 AC.±

N 48°51'32" E 133.38'

SHEPARD LOOP (35' PRIVATE R.O.W)

LOT 143
9923 S.F.±
0.228 AC.±
LOT 142
7500 S.F.±
0.172 AC.±
LOT 141
11872 S.F.±
0.273 AC.±
LOT 140
12964 S.F.±
0.298 AC.±

EXISTING PROPERTY LINE TO BE ABANDONED PER THIS PLAT

S 63°33'09" W 47.59'

N 46°33'38" E 125.00'

LOT 139
7806 S.F.±
0.179 AC.±

N 49°29'39" E 125.00'

LOT 50
8750 S.F.±
0.201 AC.±

S 49°29'39" W 125.00'

LOT 49
8750 S.F.±
0.201 AC.±

LOT 48
8750 S.F.±
0.201 AC.±

LOT 47
8750 S.F.±
0.201 AC.±

LOT 46
7500 S.F.±
0.172 AC.±

LOT 45
7500 S.F.±
0.172 AC.±

LOT 44
7500 S.F.±
0.172 AC.±

LOT 43
8750 S.F.±
0.201 AC.±

LOT 42
7500 S.F.±
0.172 AC.±

LOT 149
10420 S.F.±
0.239 AC.±

LOT 144
10415 S.F.±
0.239 AC.±

LOT 148
11503 S.F.±
0.264 AC.±

LOT 147
11503 S.F.±
0.264 AC.±

LOT 146
11499 S.F.±
0.264 AC.±

LOT 145
11475 S.F.±
0.263 AC.±

LOT 138
7500 S.F.±
0.172 AC.±

LOT 136
7500 S.F.±
0.172 AC.±

LOT 137
9815 S.F.±
0.225 AC.±

LOT 126
7500 S.F.±
0.172 AC.±

LOT 125
9960 S.F.±
0.229 AC.±

LOT 124
10426 S.F.±
0.239 AC.±

OPEN SPACE D
456576 S.F.±
10.482 AC.±

OPEN SPACE D
456576 S.F.±
10.482 AC.±

EXISTING PROPERTY LINE TO BE ABANDONED PER THIS PLAT

5' WIDE ACCESS/EGRESS AND UTILITY EASEMENT (TYP.)

20' WIDE DRAINAGE EASEMENT (TYP.)

20' WIDE FORESTED BUFFER

SOLOMON WAY (35' PRIVATE R.O.W)

HENRY STREET (35' PRIVATE R.O.W)

LANDS N/F
HAROLD J. & NANCY HOWS
TM: 335-8.00-264.00
LOT 1-E
DB: 2017/141
ZONED: AR-1

LANDS N/F
JOHN ANTHONY CHOMA III
TM: 335-8.00-263.00
LOT 1-F
DB: 2793/127
ZONED: AR-1

LANDS N/F
CHARLES BRUCE TAYLOR JR.
TM: 335-8.00-262.00
LOT 1-G
DB: 4489/138
ZONED: AR-1

LANDS N/F
SAMUEL & INGRID K. HANDLE
TM: 335-8.00-261.00
LOT 1-H
DB: 4728/20
ZONED: AR-1

S 40°35'35" E 1662.15' (TOTAL)
1660.00'

SEE PLAT B

SEE PLAT F

NORTH AMERICAN DATUM 1983

GRAPHIC SCALE
50 0 25 50 100
1 inch = 50 ft.

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REVISIONS

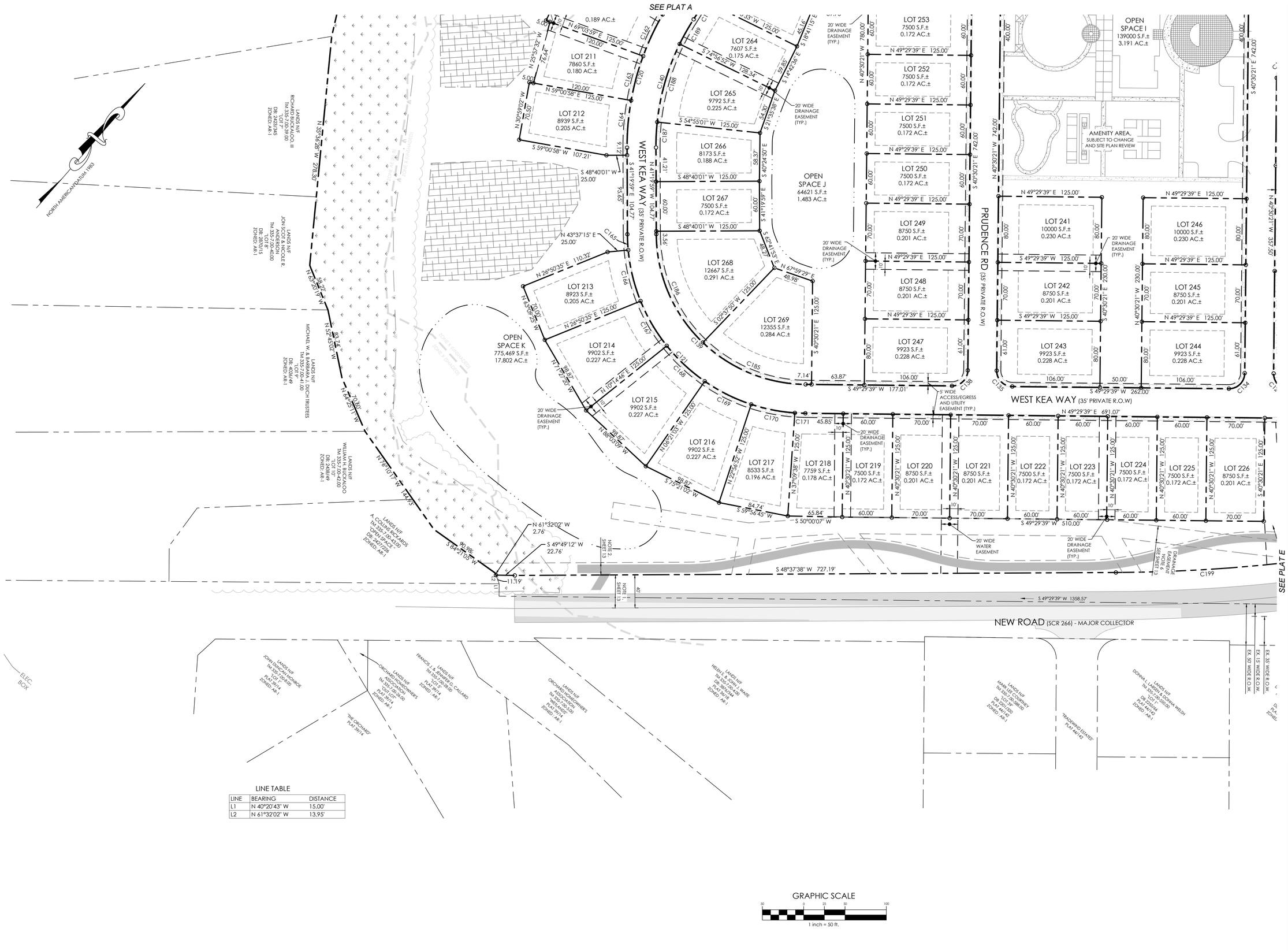
NO.	DATE	DESCRIPTION
1	5/22/20	DELDOT COMMENTS
1	8/6/20	DELDOT COMMENTS

RECORD PLAT C
for
TOWER HILL
SUSSEX COUNTY, DELAWARE
LEWES & REHOBOTH HUNDRED
LYNN ROAD (SCR 266A) & NEW ROAD (SCR 266)
DELDOT PROJECT ID: 335-8.00-2.00

Date:	04/02/19
Job Number:	17049
Scale:	1"= 50'
Drawn By:	ML
Designed By:	HHB
Approved By:	BH

Sheet No.: 6

File Name: PLAT.dwg



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REVISIONS

NO.	DATE	DESCRIPTION
1	5/22/20	DELDOT COMMENTS
1	8/6/20	DELDOT COMMENTS

RECORD PLAT D

for

TOWER HILL

SUSSEX COUNTY, DELAWARE
LEWES & REHOBOTH HUNDRED
LYNN ROAD (SCR 266A) & NEW ROAD (SCR 266)
DELDOT PROJECT ID: 335-8.00-2.00

Date:	04/02/19
Job Number:	17049
Scale:	1"= 50'
Drawn By:	ML
Designed By:	HHB
Approved By:	BH

Sheet No.: 7

File Name: PLAT.dwg

SEE PLAT B

HILLTOP BOULEVARD (35' PRIVATE R.O.W)

LOT 233 9923 S.F.± 0.228 AC.±
LOT 234 8750 S.F.± 0.201 AC.±
LOT 235 8730 S.F.± 0.200 AC.±
LOT 236 8768 S.F.± 0.201 AC.±
10'x20' SIGN EASEMENT
DRAINAGE EASEMENT NOTE 4 SEE SHEET 13
5' WIDE ACCESS/EGRESS AND UTILITY EASEMENT (TYP.)

OPEN SPACE K 775,469 S.F.± 17.802 AC.±

LOT 231 11062 S.F.± 0.254 AC.±
LOT 232 11276 S.F.± 0.259 AC.±
LOT 230 13948 S.F.± 0.320 AC.±
20' WIDE DRAINAGE EASEMENT (TYP.)
DRAINAGE EASEMENT NOTE 5 SEE SHEET 13

WEST KEA WAY (35' PRIVATE R.O.W.)

LOT 229 13442 S.F.± 0.309 AC.±
LOT 227 8750 S.F.± 0.201 AC.±
LOT 228 11797 S.F.± 0.271 AC.±

LOT 1 8780 S.F.± 0.202 AC.±
LOT 2 8774 S.F.± 0.201 AC.±
LOT 3 8817 S.F.± 0.202 AC.±
LOT 4 8884 S.F.± 0.204 AC.±
LOT 5 10076 S.F.± 0.231 AC.±
20' WIDE DRAINAGE EASEMENT (TYP.)
NOTE 3, SHEET 13
NOTE 2, SHEET 13

LOT 7 10416 S.F.± 0.239 AC.±
LOT 8 13388 S.F.± 0.307 AC.±
LOT 6 9896 S.F.± 0.227 AC.±
LOT 9 13455 S.F.± 0.309 AC.±
20' WIDE DRAINAGE EASEMENT (TYP.)

OPENB 767583 S.F.± 17.621 AC.±

EXISTING PROPERTY LINES TO BE ABANDONED PER THIS PLAT

LOT 10 12355 S.F.± 0.284 AC.±
LOT 11 8750 S.F.± 0.201 AC.±
LOT 12 8750 S.F.± 0.201 AC.±
LOT 13 8750 S.F.± 0.201 AC.±
LOT 14 8750 S.F.± 0.201 AC.±
LOT 15 8750 S.F.± 0.201 AC.±
LOT 16 8750 S.F.± 0.201 AC.±
LOT 17 7500 S.F.± 0.172 AC.±
LOT 18 7500 S.F.± 0.172 AC.±
LOT 19 7551 S.F.± 0.173 AC.±
LOT 20 7750 S.F.± 0.178 AC.±
LOT 21 8820 S.F.± 0.202 AC.±
20' WIDE DRAINAGE EASEMENT (TYP.)

DRAINAGE EASEMENT NOTE 7 SHEET 11

EAST KEA WAY (35' PRIVATE R.O.W)

LOT 103 9923 S.F.± 0.228 AC.±
LOT 104 8750 S.F.± 0.201 AC.±
LOT 105 8750 S.F.± 0.201 AC.±
LOT 106 9923 S.F.± 0.228 AC.±
LOT 112 8750 S.F.± 0.201 AC.±
LOT 111 7500 S.F.± 0.172 AC.±
LOT 110 9923 S.F.± 0.228 AC.±
OPEN SPACE C 20250 S.F.± 0.465 AC.±
3.301 AC.± LOT 107 50573 S.F.± 8750 S.F.± 0.201 AC.±
LOT 108 7500 S.F.± 0.172 AC.±
LOT 109 9923 S.F.± 0.228 AC.±
5' WIDE ACCESS/EGRESS AND UTILITY EASEMENT (TYP.)

JOEL LANE (35' PRIVATE R.O.W)

SOLOMON WAY (35' PRIVATE R.O.W)

LOT 165 8750 S.F.± 0.201 AC.±
LOT 166 7500 S.F.± 0.172 AC.±
LOT 167 7500 S.F.± 0.172 AC.±
LOT 168 7500 S.F.± 0.172 AC.±
OPEN SPACE D 456576 S.F.± 10.482 AC.±
20' WIDE DRAINAGE EASEMENT (TYP.)
LOT 113 9923 S.F.± 0.228 AC.±
LOT 114 7864 S.F.± 0.181 AC.±
LOT 115 7789 S.F.± 0.179 AC.±
LOT116 7500 S.F.± 0.172 AC.±

OPENB 767583 S.F.± 17.621 AC.±

20' WIDE DRAINAGE EASEMENT (TYP.)

DRAINAGE EASEMENT NOTE 6 SEE SHEET 13

NOTE 2 SHEET 13

NOTE 1 SHEET 13

VARIABLE WIDTH SANITARY SEWER EASEMENT, SEE DETAIL HEREON.

EXISTING PROPERTY LINE TO BE ABANDONED PER THIS PLAT

PERPETUAL MAINTENANCE OF LANDSCAPED AREA WITHIN ROUNDABOUT SHALL BE THE RESPONSIBILITY OF THE "TOWERHILL" HOME OWNERS ASSOCIATION. CONTACT DELDOT ENVIRONMENTAL ROADSIDE FOR ANNUAL APPROVALS ON LANDSCAPING

EXISTING PROPERTY LINE TO BE ABANDONED PER THIS PLAT

S 49°23'44" W 1287.85'

SEE PLAT D

SEE PLAT F

EX. 50' WIDE R.O.W.
EX. 15' WIDE R.O.W.
EX. 35' WIDE R.O.W.
EX. 30' WIDE R.O.W.
EX. 15' WIDE R.O.W.

LANDS N/F DEBORAH CLEMENS TM 335-16.07-29.00 DB 2744/178 PLAT 4917/4 ZONED: AR-1

LANDS N/F DEBBIE L. DEGGA TM 335-16.07-28.00 DB 2701/78 PLAT 4917/4 ZONED: AR-1

"NEW ROAD ESTATES" PLAT 4317/4

LANDS N/F JASON A. & RENEE A. CUSHMAN TM 335-16.00-29.00 DB 4707/101 PLAT 4917/4 ZONED: AR-1

LANDS N/F SEAN MERCURIO & MICHELE MCCABE TM 335-16.00-29.10 DB 4450/178 PLAT 4917/4 ZONED: AR-1

LANDS N/F JOHN S. SIK & KATHERINE A. MALOY TM 335-17.00-29.00 DB 2013/74 PLAT 4917/4 ZONED: AR-1

LANDS N/F TM 335-17.00-29.01 DB 4707/101 ZONED: AR-1

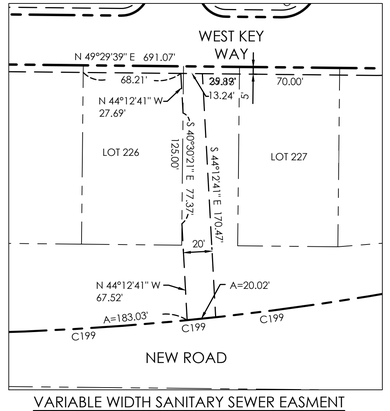
LANDS N/F GARRETT P. & BETH A. GUNTHER TM 335-17.00-29.02 DB 4707/99 ZONED: AR-1

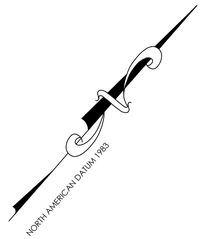
LANDS N/F CAPES COVE TRUST ASSOCIATION, INC. TM 335-17.00-23.00 DB 1528/423 ZONED: AR-1

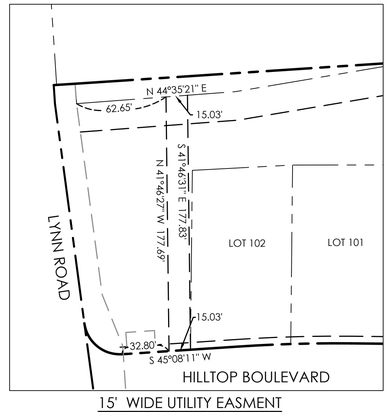
LANDS N/F RICHARD A. & MARY E. II TM 335-17.00-29.03 DB 4707/105 ZONED: AR-1

GRAPHIC SCALE
50 0 25 50 100
1 inch = 50 ft.

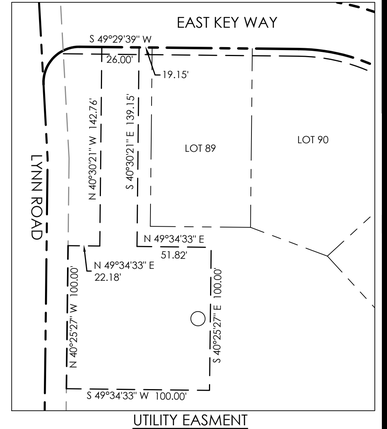
VARIABLE WIDTH SANITARY SEWER EASEMENT
SCALE: 1"=50'







15' WIDE UTILITY EASEMENT
SCALE: 1"=50'



UTILITY EASEMENT
SCALE: 1"=50'

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303 North Bedford Street
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Salisbury, MD 21804
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REVISIONS

NO.	DATE	DESCRIPTION
1	5/22/20	DELDOT COMMENTS
1	8/6/20	DELDOT COMMENTS

RECORD PLAT E
for
TOWER HILL
SUSSEX COUNTY, DELAWARE
LEWES & REHOBOTH HUNDRED
LYNN ROAD (SCR 266A) & NEW ROAD (SCR 266)
DELDOT PROJECT ID: 335-8.00-2.00

Date:	04/02/19
Job Number:	17049
Scale:	1" = 50'
Drawn By:	MIL
Designed By:	HHB
Approved By:	BH

Sheet No.: 8

File Name: PLAT.dwg

SEE PLAT C

LOT 124
10426 S.F.±
0.239 AC.±

LOT 123
9695 S.F.±
0.223 AC.±

LOT 122
7798 S.F.±
0.179 AC.±

LOT 121
8750 S.F.±
0.201 AC.±

LOT 120
9923 S.F.±
0.228 AC.±

LOT116
7500 S.F.±
0.172 AC.±

LOT117
7500 S.F.±
0.172 AC.±

LOT118
7552 S.F.±
0.173 AC.±

LOT 119
7750 S.F.±
0.178 AC.±

LOT 127
8459 S.F.±
0.194 AC.±

LOT 128
8735 S.F.±
0.201 AC.±

OPEN SPACE E
37807 S.F.±
0.868 AC.±

LOT 136
7500 S.F.±
0.172 AC.±

LOT 135
7500 S.F.±
0.172 AC.±

LOT 134
8750 S.F.±
0.201 AC.±

LOT 129
9923 S.F.±
0.228 AC.±

LOT 130
8750 S.F.±
0.201 AC.±

LOT 131
8259 S.F.±
0.190 AC.±

LOT 132
8750 S.F.±
0.201 AC.±

LOT 133
9923 S.F.±
0.228 AC.±

HENRY STREET (35' PRIVATE R.O.W)

SOLOMON WAY (35' PRIVATE R.O.W)

JOEL LANE (35' PRIVATE R.O.W)

LOT 22
8751 S.F.±
0.201 AC.±

LOT 23
8751 S.F.±
0.201 AC.±

LOT 24
9306 S.F.±
0.214 AC.±

LOT 25
8855 S.F.±
0.203 AC.±

LOT 26
8750 S.F.±
0.201 AC.±

LOT 27
8750 S.F.±
0.201 AC.±

LOT 28
8750 S.F.±
0.201 AC.±

LOT 29
8750 S.F.±
0.201 AC.±

LOT 30
12726 S.F.±
0.292 AC.±

LOT 31
12393 S.F.±
0.285 AC.±

LOT 32
9253 S.F.±
0.212 AC.±

LOT 33
9049 S.F.±
0.208 AC.±

OPENB
767583 S.F.±
17.621 AC.±

LOT 42
7500 S.F.±
0.172 AC.±

LOT 41
7500 S.F.±
0.172 AC.±

LOT 40
7500 S.F.±
0.172 AC.±

LOT 39
7500 S.F.±
0.172 AC.±

LOT 38
8750 S.F.±
0.201 AC.±

LOT 37
7500 S.F.±
0.172 AC.±

LOT 36
7500 S.F.±
0.172 AC.±

LOT 35
7500 S.F.±
0.172 AC.±

LOT 34
7500 S.F.±
0.172 AC.±

OPENB
767583 S.F.±
17.621 AC.±

20' WIDE DRAINAGE EASEMENT (TYP.)

EXISTING PROPERTY LINES TO BE ABANDONED PER THIS PLAT

DRAINAGE EASEMENT NOTE 9 SEE SHEET 13

DRAINAGE EASEMENT NOTE 10 SEE SHEET 13

EX. 15' WIDE EASEMENT A 15-FOOT WIDE PERMANENT EASEMENT FOR A 10-FOOT WIDE SANITARY SEWER AS PER PLAT BOOK 139 PAGE 198

5' WIDE ACCESS/EGRESS AND UTILITY EASEMENT (TYP.)

20' WIDE DRAINAGE EASEMENT (TYP.)

20' WIDE FORESTED BUFFER

VARIABLE WIDTH WATER EASEMENT, SEE DETAIL HEREON

VARIABLE WIDTH SEWER EASEMENT, SEE DETAIL HEREON

DRAINAGE EASEMENT NOTE 11 SEE SHEET 13

NOTE 1, SHEET 13

NOTE 3

SEE PLAT E

SHEET 13

40'

S 49°23'44" W 1100.31'

S 49°23'44" W 330.91'

S 40°36'40"E 25.00'

EXISTING PROPERTY LINE TO BE ABANDONED PER THIS PLAT

NEW ROAD (SCR 266) - MAJOR COLLECTOR

S 49°08'05" W 281.7'

S 51°04'50" W 102.48'

N 80°07'36" W 24.32'

EX. 55' WIDE R.O.W.

EX. 40' WIDE R.O.W.

EX. 15' WIDE R.O.W.

10' WIDE STRIP RESERVED FOR FUTURE ACQUISITION BY STATE. HIGHWAY DEPT.

LANDS N/F WILLIAM EDWARD JR TRUST, TRUSTEE TM 335-8.00-260.00 DB: 3644/60 ZONED: AR-1

LANDS N/F EMILY TRUITT & AMBER HERSCHLEIN TM 335-8.00-260.00 DB: 4601/39 ZONED: AR-1

LANDS N/F WILLIAM E. JR & AMY V. TRUITT TM 335-8.00-261.03 DB: 3644/60 ZONED: AR-1

LANDS N/F RONALD F. SIMMONS TM 335-8.00-259.01 DB: 3501/131 PLAT: 118/232 ZONED: AR-1

LANDS N/F AMANDA K. & CARL T. WAGNER TM 335-8.00-261.01 DB: 3644/60 ZONED: AR-1

LANDS N/F ROBERT B. MAULL TM 335-8.00-259.00 DB: 3715/44 ZONED: AR-1

LANDS N/F DANIEL T. SR. & JUDITH M. DIFRANCESCO TM 335-8.00-258.00 LOT 1 DB: 4419/230 ZONED: AR-1

LANDS N/F MARK E. & JENNIFER L. GOSS TM 335-8.00-260.00 "LOT 5" DB: 5035/55 ZONED: AR-1

LANDS N/F VAHEL & INGRID K. HANDLE TM 335-8.00-261.00 "LOT 7" DB: 4738/20 ZONED: AR-1

NORTH AMERICAN DATUM 1983

SOLOMON WAY

LOT 32

LOT 33

N 18°00'21" W 5.39'

N 18°00'21" W 11.34'

C11

A=16.13'

A=42.38'

A=48.61'

R=61.79'

N 29°15'21" E 49.42'

S 38°55'47" E 71.83'

S 40°30'21" E 24.99'

N 40°30'21" W 10.26'

5.97'

12.37'

1094.34'

S 49°23'44" W

C198

S 51°04'50" W 102.48'

90.11'

N 40°30'21" W 29.00'

A=20.24'

N 49°23'44" E 10.16'

S 49°23'44" W 44.83'

S 04°23'44" W 42.92'

S 85°36'16" E 45.28'

1033.88'

60.46'

42.46'

60.02'

S 49°23'44" W 1100.31'

NEW ROAD (SCR 266) - MAJOR COLLECTOR

VARIABLE WIDTH SANITARY SEWER EASEMENT
SCALE: 1"=50'

VARIABLE WIDTH WATER EASEMENT
SCALE: 1"=50'

GRAPHIC SCALE
50 0 25 50 100
1 inch = 50 ft.

solutions
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Salisbury, MD 21804
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REVISIONS

NO.	DATE	DESCRIPTION
1	5/22/20	DELDOT COMMENTS
1	8/6/20	DELDOT COMMENTS

RECORD PLAT F
for
TOWER HILL
SUSSEX COUNTY, DELAWARE
LEWES & REHOBOTH HUNDRED
LYNN ROAD (SCR 266A) & NEW ROAD (SCR 266)
DELDOT PROJECT ID: 335-8.00-2.00

Date:	04/02/19
Job Number:	17049
Scale:	1"= 50'
Drawn By:	ML
Designed By:	HHB
Approved By:	BH

Sheet No.: 9

File Name: PLAT.dwg

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.29'	35.37'	N 00°06'51" E	90°02'40"
C2	968.00'	73.62'	73.61'	N 47°18'55" E	4°21'28"
C3	19.00'	29.85'	26.87'	S 85°30'21" E	90°00'00"
C4	19.00'	29.85'	26.87'	S 04°29'39" W	90°00'00"
C5	25.00'	33.42'	30.99'	S 87°47'25" W	76°35'31"
C6	44.00'	197.05'	69.06'	S 02°12'35" E	256°35'31"
C7	1017.50'	105.68'	105.63'	N 46°31'07" E	5°57'04"
C8	982.50'	102.05'	102.00'	N 46°31'07" E	5°57'04"
C9	19.00'	29.85'	26.87'	S 85°30'21" E	90°00'00"
C10	25.00'	33.42'	30.99'	S 02°12'35" E	76°35'31"
C11	44.00'	197.05'	69.06'	N 87°47'25" E	256°35'31"
C12	217.50'	344.06'	309.29'	N 85°49'24" W	90°38'07"
C13	167.50'	261.25'	235.56'	S 04°10'36" W	89°21'53"
C14	19.00'	29.85'	26.87'	S 04°29'39" W	90°00'00"
C15	19.00'	29.85'	26.87'	N 85°30'21" W	90°00'00"
C16	167.50'	126.01'	123.06'	N 62°03'30" W	43°06'17"
C17	167.50'	137.09'	133.30'	S 72°56'30" W	46°53'43"
C18	25.00'	37.64'	34.19'	N 87°22'19" W	86°16'04"
C19	25.00'	40.90'	36.49'	N 02°37'41" E	93°43'56"
C20	132.50'	108.45'	105.45'	N 72°56'30" E	46°53'43"
C21	132.50'	99.68'	97.35'	S 62°03'30" E	43°06'17"
C22	19.00'	29.85'	26.87'	S 04°29'39" W	90°00'00"
C23	1032.00'	78.49'	78.47'	S 47°18'55" W	4°21'28"
C24	25.00'	37.59'	34.14'	S 88°12'25" W	86°08'29"
C25	19.00'	29.85'	26.87'	N 04°29'39" E	90°00'00"
C26	19.00'	29.85'	26.87'	N 85°30'21" W	90°00'00"
C27	19.00'	29.85'	26.87'	S 04°29'39" W	90°00'00"
C28	19.00'	29.85'	26.87'	S 85°30'21" E	90°00'00"
C29	19.00'	29.85'	26.87'	N 85°30'21" W	90°00'00"
C30	982.50'	102.05'	102.00'	S 46°31'07" W	5°57'04"
C31	1017.50'	105.68'	105.63'	S 46°31'07" W	5°57'04"
C32	19.00'	29.85'	26.87'	S 04°29'39" W	90°00'00"
C33	167.50'	173.38'	165.74'	S 10°51'08" E	59°18'25"
C34	167.50'	89.73'	88.66'	S 34°08'52" W	30°41'35"
C35	19.00'	29.85'	26.87'	S 04°29'39" W	90°00'00"
C36	182.50'	288.69'	259.52'	S 85°49'24" E	90°38'07"
C37	19.00'	29.85'	26.87'	N 03°51'32" E	90°00'00"
C38	92.50'	290.60'	185.00'	N 48°51'32" E	180°00'00"
C39	19.00'	29.85'	26.87'	S 86°08'28" E	90°00'00"
C40	132.50'	206.66'	186.34'	N 04°10'36" E	89°21'53"
C41	19.00'	29.85'	26.87'	S 86°08'28" E	90°00'00"
C42	57.50'	180.64'	115.00'	S 48°51'32" W	180°00'00"
C43	19.00'	29.85'	26.87'	N 03°51'32" E	90°00'00"
C44	19.00'	29.85'	26.87'	N 85°30'21" W	90°00'00"
C45	19.00'	29.85'	26.87'	S 04°29'39" W	90°00'00"
C46	19.00'	29.85'	26.87'	S 85°30'21" E	90°00'00"
C47	132.50'	70.98'	70.13'	N 34°08'52" E	30°41'35"
C48	132.50'	137.15'	131.11'	N 10°51'08" W	59°18'25"
C49	968.00'	31.38'	31.38'	N 46°03'54" E	1°51'26"
C50	968.00'	42.25'	42.24'	N 48°14'38" E	2°30'02"
C51	25.00'	16.83'	16.52'	S 68°46'52" W	38°34'27"
C52	25.00'	16.59'	16.29'	N 72°55'22" W	38°01'04"
C53	44.00'	70.74'	63.36'	S 80°01'39" W	92°07'02"
C54	44.00'	44.60'	42.72'	S 04°55'43" W	58°04'50"
C55	44.00'	46.81'	44.64'	S 54°35'33" E	60°57'40"
C56	44.00'	34.89'	33.98'	N 72°12'38" E	45°25'58"
C57	1017.50'	11.44'	11.44'	N 49°10'19" E	0°38'40"
C58	1017.50'	58.57'	58.56'	N 47°12'03" E	3°17'53"
C59	1017.50'	19.47'	19.47'	N 45°00'13" E	1°05'47"
C60	1017.50'	16.20'	16.20'	N 43°59'58" E	0°54'44"
C61	982.50'	5.62'	5.62'	N 43°42'26" E	0°19'41"
C62	982.50'	79.62'	79.59'	N 46°11'33" E	4°38'34"
C63	982.50'	16.81'	16.81'	N 49°00'15" E	0°58'48"
C64	44.00'	31.00'	30.36'	S 15°54'03" W	40°22'14"
C65	44.00'	96.93'	78.49'	S 67°23'42" E	126°13'18"
C66	44.00'	37.92'	36.76'	N 15°49'04" W	49°22'34"
C67	217.50'	230.17'	219.58'	N 70°49'22" W	60°38'02"
C68	217.50'	63.00'	62.78'	S 70°33'42" W	16°35'49"
C69	217.50'	50.88'	50.77'	S 55°33'40" W	13°24'16"
C70	167.50'	4.57'	4.57'	S 48°04'40" W	1°33'43"
C71	167.50'	52.42'	52.21'	S 38°19'52" W	17°55'53"
C72	167.50'	61.25'	60.91'	S 18°53'23" W	20°57'05"
C73	167.50'	61.25'	60.91'	S 02°03'42" E	20°57'05"
C74	167.50'	61.25'	60.91'	S 23°00'47" E	20°57'05"
C75	167.50'	20.51'	20.50'	S 36°59'50" E	7°01'01"
C76	167.50'	27.60'	27.57'	N 45°13'35" W	9°26'27"
C77	167.50'	61.36'	61.02'	N 60°26'31" W	20°59'25"
C78	167.50'	37.05'	36.97'	N 77°16'26" W	12°40'25"
C79	167.50'	56.11'	55.85'	S 86°47'33" W	19°11'37"
C80	167.50'	61.25'	60.91'	S 66°43'12" W	20°57'05"
C81	167.50'	19.73'	19.72'	S 52°52'09" W	6°45'01"
C82	1032.00'	42.24'	42.24'	S 48°19'17" W	2°20'43"
C83	1032.00'	36.25'	36.25'	S 46°08'33" W	2°00'45"
C84	982.50'	56.88'	56.88'	S 47°50'08" W	3°19'02"
C85	982.50'	45.16'	45.16'	S 44°51'36" W	2°38'01"
C86	1017.50'	11.83'	11.83'	S 43°52'34" W	0°39'58"
C87	1017.50'	58.57'	58.56'	S 45°51'30" W	3°17'53"
C88	1017.50'	19.34'	19.34'	S 48°03'06" W	1°05'20"
C89	1017.50'	15.95'	15.95'	S 49°02'42" W	0°53'53"
C90	167.50'	11.25'	11.24'	S 38°34'56" E	3°50'49"
C91	167.50'	56.89'	56.62'	S 26°55'41" E	19°27'41"
C92	167.50'	61.25'	60.91'	S 06°43'18" E	20°57'05"
C93	167.50'	43.99'	43.86'	S 11°16'39" W	15°02'50"
C94	182.50'	9.34'	9.34'	S 41°58'21" E	2°56'01"
C95	182.50'	155.72'	151.03'	S 67°52'58" E	48°53'12"
C96	182.50'	123.63'	121.28'	N 68°15'59" E	38°48'54"
C97	92.50'	33.39'	33.21'	N 30°48'03" W	20°40'50"
C98	92.50'	55.96'	55.11'	N 03°07'50" W	34°39'35"
C99	92.50'	55.96'	55.11'	N 31°31'45" E	34°39'35"
C100	92.50'	55.96'	55.11'	N 66°11'19" E	34°39'35"
C101	92.50'	55.96'	55.11'	S 79°09'06" E	34°39'35"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C102	92.50'	33.39'	33.21'	S 51°28'53" E	20°40'50"
C103	132.50'	6.03'	6.03'	N 47°33'15" E	2°36'35"
C104	132.50'	200.63'	182.00'	N 02°52'18" E	86°45'18"
C105	132.50'	44.59'	44.38'	N 39°51'13" E	19°16'52"
C106	132.50'	26.39'	26.35'	N 24°30'25" E	11°24'43"
C107	132.50'	47.56'	47.31'	N 08°31'04" E	20°34'00"
C108	132.50'	66.56'	65.86'	N 16°09'21" W	28°46'49"
C109	132.50'	23.03'	23.00'	N 35°31'33" W	9°57'36"
C110	25.00'	40.95'	36.52'	S 01°47'35" E	93°51'31"
C111	968.00'	73.62'	73.61'	S 47°18'55" W	4°21'28"
C112	19.00'	29.85'	26.87'	N 85°30'21" W	90°00'00"
C113	19.00'	29.65'	26.73'	N 04°12'03" E	89°24'48"
C114	25.00'	37.90'	34.37'	S 87°39'55" E	86°51'16"
C115	25.00'	40.64'	36.31'	S 02°20'05" W	93°08'44"
C116	167.50'	258.71'	233.75'	S 04°39'38" W	88°29'38"
C117	317.50'	192.96'	190.00'	S 56°59'49" E	34°49'17"
C118	282.50'	148.19'	146.50'	S 59°22'48" E	30°03'19"
C119	182.50'	115.54'	113.62'	S 26°12'54" E	36°16'28"
C120	317.50'	184.28'	181.70'	S 24°42'19" E	33°15'18"
C121	217.50'	338.51'	305.36'	S 85°55'10" E	89°10'22"
C122	44.00'	197.05'	69.06'	N 78°48'07" W	256°35'31"
C123	25.00'	33.42'	30.99'	S 11°11'53" W	76°35'31"
C124	19.00'	29.85'	26.87'	N 85°30'21" W	90°00'00"
C125	19.00'	29.85'	26.87'	N 04°29'39" E	90°00'00"
C126	1032.00'	78.49'	78.47'	N 47°18'55" E	4°21'28"
C127	25.00'	39.25'	35.34'	S 89°53'09" E	89°57'20"
C128	19.00'	30.04'	27.01'	S 85°47'57" E	90°35'12"
C129	19.00'	29.85'	26.87'	S 04°29'39" W	90°00'00"
C130	19.00'	18.60'	17.87'	S 77°32'36" W	56°05'53"
C131	282.50'	171.69'	169.06'	N 56°59'49" W	34°49'17"
C132	132.50'	204.65'	184.90'	N 04°39'38" E	88°29'38"
C133	19.00'	29.85'	26.87'	S 85°30'21" E	90°00'00"
C134	19.00'	29.85'	26.87'	S 04°29'39" W	90°00'00"
C135	19.00'	29.85'	26.87'	N 85°30'21" W	90°00'00"
C136	19.00'	29.85'	26.87'	N 04°29'39" E	90°00'00"
C137	19.00'	29.85'	26.87'	S 85°30'21" E	90°00'00"
C138	19.00'	29.85'	26.87'	S 04°29'39" W	90°00'00"
C139	182.50'	284.04'	256.22'	N 85°55'10" W	89°10'22"
C140	282.50'	163.97'	161.67'	N 24°42'19" W	33°15'18"
C141	217.50'	137.70'	135.41'	N 26°12'54" W	36°16'28"
C142	19.00'	36.72'	31.26'	N 05°51'56" W	110°43'10"
C143	968.00'	8.87'	8.87'	S 45°23'56" W	0°31'29"
C144	968.00'	64.76'	64.74'	S 47°34'40" W	3°49'59"
C145	167.50'	51.80'	51.60'	S 40°02'51" W	17°43'11"
C146	167.50'	61.25'	60.91'	S 20°42'43" W	20°57'05"
C147	167.50'	61.25'	60.91'	S 00°14'22" E	20°57'05"
C148	167.50'	61.25'	60.91'	S 21°11'27" E	20°57'05"
C149	167.50'	17.41'	17.40'	N 34°38'39" W	5°57'20"
C150	167.50'	5.74'	5.74'	S 38°36'15" E	1°57'52"
C151	317.50'	49.58'	49.53'	S 44°03'35" E	8°56'48"
C152	317.50'	55.70'	55.63'	S 53°33'33" E	10°03'08"
C153	317.50'	65.00'	64.89'	S 64°27'02" E	11°43'50"
C154	317.50'	16.22'	16.21'	N 71°46'45" W	2°55'35"
C155	317.50'	6.46'	6.46'	S 73°49'30" E	1°09'56"
C156	282.50'	13.21'	13.21'	S 73°04'05" E	2°40'45"
C157	282.50'	98.76'	98.26'	S 61°42'47" E	20°01'51"
C158	282.50'	36.22'	36.19'	S 48°01'30" E	7°20'44"
C159	182.50'	14.84'	14.84'	S 42°01'22" E	4°39'33"
C160	182.50'	100.70'	99.43'	S 23°53'08" E	31°36'55"
C161	317.50'	15.55'	15.55'	S 09°28'51" E	2°48'21"
C162	317.50'	55.69'	55.62'	S 15°54'31" E	10°03'00"
C163	317.50'	55.69'	55.62'	S 25°57'32" E	10°03'00"
C164	317.50'	57.35'	57.27'	S 36°09'30" E	10°20'57"
C165	217.50'	19.16'	19.15'	S 43°51'22" E	5°02'47"
C166	217.50'	63.69'	63.46'	S 54°46'05" E	16°46'40"
C167	217.50'	63.00'	62.78'	S 71°27'20" E	16°35'49"
C168	217.50'	63.00'	62.78'	S 88°03'09" E	16°35'49"
C169	217.50'	63.00'	62.78'	N 75°21'02" E	16°35'49"
C170	217.50'	53.95'	53.81'	N 59°56'45" E	14°12'46"
C171	217.50'	12.70'	12.70'	N 51°10'00" E	3°20'43"
C172	44.00'	29.10'	28.57'	N 30°32'54" E	37°53'29"
C173	44.00'	46.81'	44.64'	N 18°52'40" W	60°57'40"
C174	44.00'	46.81'	44.64'	N 79°50'20" W	60°57'40"
C175	44.00'	74.32'	65.80'	S 21°17'29" W	96°46'42"
C176	25.00'	6.40'	6.39'	S 19°45'32" E	14°40'39"
C177	25.00'	27.02'	25.72'	S 18°32'13" W	61°54'52"
C178	1032.00'	64.75'	64.74'	N 47°41'48" E	3°35'42"
C179	1032.00'	13.74'	13.74'	N 45°31'04" E	0°45'46"
C180	132.50'	200.63'	182.00'	N 05°31'48" E	86°45'18"
C181	132.50'	4.02'	4.02'	N 38°43'01" W	1°44'19"
C182	282.50'	58.26'	58.15'	N 45°29'39" W	11°48'56"
C183	282.50'	21.52'	21.52'	N 53°35'04" W	4°21'54"
C184	282.50'	91.91'	91.50'	N 65°05'14" W	18°38'27"
C185	182.50'	137.40'	134.18'	S 71°03'45" W	43°08'11"
C186	182.50'	146.64'	142.72'	N 64°21'04" W	46°02'11"
C187	282.50'	30.81'	30.80'	N 38°12'29" W	6°14'59"
C188	282.50'	98.76'	98.26'	N 25°04'04" W	20°01'51"
C189	282.50'	34.39'	34.37'	N 11°33'54" W	6°58'28"
C190	217.50'	25.93'	25.91'	N 11°29'34" W	6°49'47"
C191	217.50'	53.95'	53.81'	N 22°00'50" W	14°12'46"
C192	217.50'	53.95'	53.81'	N 36°13'36" W	14°12'46"
C193	217.50'	3.87'	3.87'	N 43°50'33" W	1°01'10"
C194	317.50'	21.93'	21.93'	N 46°19'53" W	3°57'29"
C195	317.50'	71.57'	71.42'	N 54°46'04" W	12°54'54"
C196	150.00'	182.31'	171.29'	N 79°43'34" W	69°38'10"
C197	1960.00'	549.40'	547.60'	N 57°25'32" E	16°03'37"
C198	970.15'	28.50'	28.4954'	S 50°14'17" W	1°40'59"
C199	1960.00'	483.90'	482.68'	S 41°33'16" W	14°08'45"
C200	100.00'	138.56'	127.74'	S 05°12'48" E	79°23'23"
C201	5043.50'	58.98'	58.98'	S 44°34'23" E	0°40'12"
C202	317.50'	93.50'	93.16'	S 52°47'20" E	16°52'23"
C203	681.76'	88.20'	88.14'	S 45°25'43" W	7°24'45"
C204	44.00'	31.20'	30.55'	S 29°10'56" W	40°37'26"
C205	681.76'	23.15'	23.1527'	S 50°06'27" W	1°56'45"

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REVISIONS

NO.	DATE	DESCRIPTION
1	5/22/20	DELDOT COMMENTS
1	8/6/20	DELDOT COMMENTS

RECORD PLAT - CURVE TABLE

for

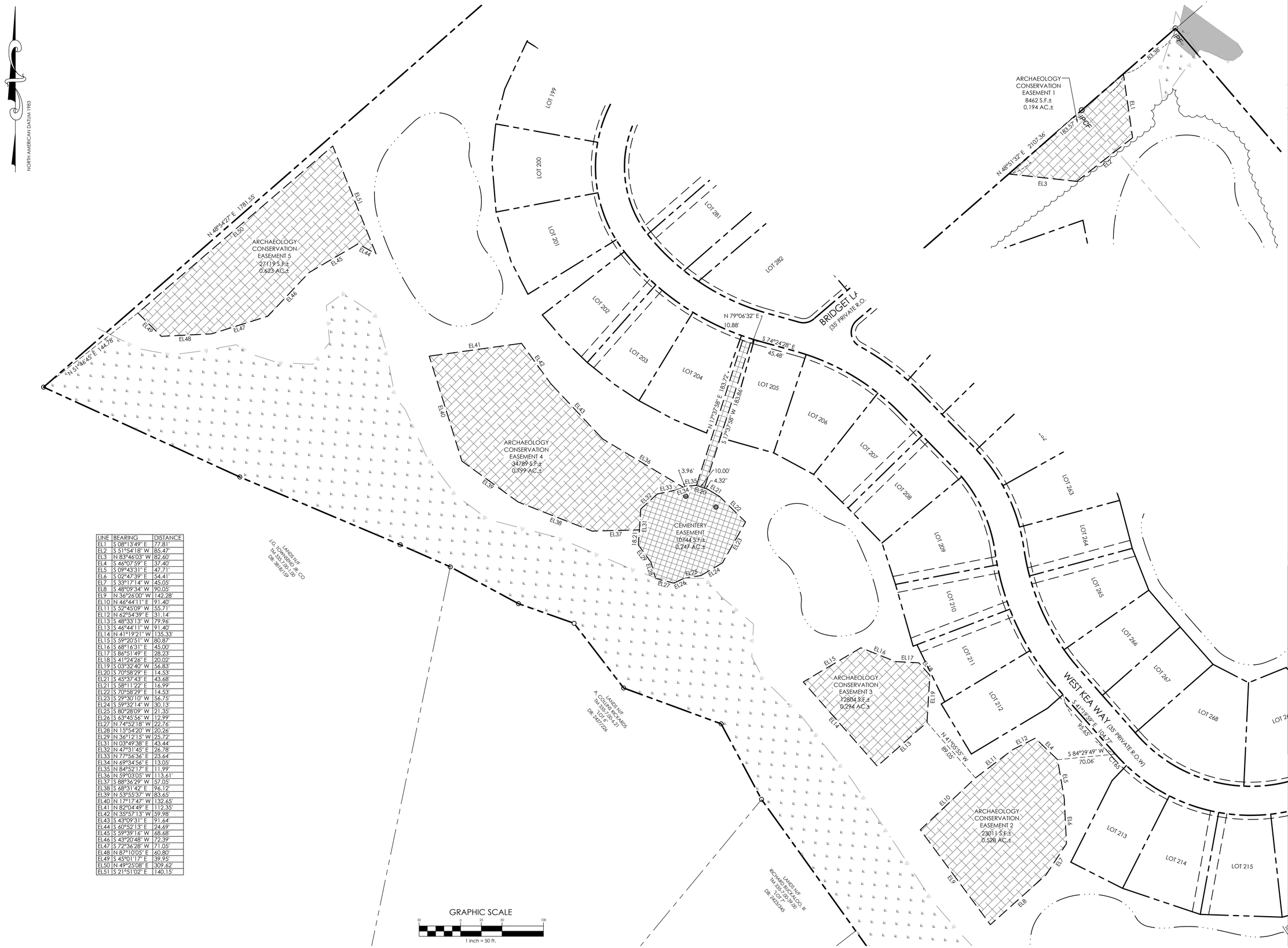
TOWER HILL

SUSSEX COUNTY, DELAWARE
LEWES & REHOBOTH HUNDRED
LYNN ROAD (SCR 266A) & NEW ROAD (SCR 266)
DELDOT PROJECT ID: 335-8.00-2.00

Date:	04/02/19
Job Number:	17049
Scale:	1"= 50'
Drawn By:	ML
Designed By:	HHB
Approved By:	BH

Sheet No.: 10

File Name: PLAT.dwg



LINE	BEARING	DISTANCE
EL1	S 08°13'49" E	77.81'
EL2	S 51°54'18" W	85.47'
EL3	N 83°46'03" W	82.60'
EL4	S 46°07'59" E	37.40'
EL5	S 09°43'31" E	47.71'
EL6	S 02°47'39" E	54.41'
EL7	S 33°17'14" W	45.05'
EL8	S 48°09'34" W	90.05'
EL9	N 36°26'00" W	142.28'
EL10	N 46°44'11" E	91.40'
EL11	S 52°45'09" W	55.71'
EL12	N 62°54'39" E	31.14'
EL13	S 48°33'13" W	79.96'
EL13	S 46°44'11" W	91.40'
EL14	N 41°19'21" W	135.33'
EL15	S 59°20'51" W	80.87'
EL16	S 68°16'31" E	45.00'
EL17	S 86°51'49" E	28.23'
EL18	S 41°24'26" E	20.02'
EL19	S 03°32'40" W	56.83'
EL20	S 70°58'29" E	14.53'
EL21	S 45°37'43" E	43.68'
EL21	S 58°11'22" E	16.99'
EL22	S 70°58'29" E	14.53'
EL23	S 29°30'10" W	56.75'
EL24	S 59°32'14" W	30.13'
EL25	S 80°28'09" W	21.35'
EL26	S 63°45'56" W	12.99'
EL27	N 74°52'18" W	22.76'
EL28	N 15°54'20" W	20.26'
EL29	N 36°12'15" W	25.72'
EL31	N 03°49'38" E	43.44'
EL32	N 47°31'45" E	26.78'
EL33	N 77°56'36" E	23.64'
EL34	N 69°34'56" E	13.05'
EL35	N 84°52'17" E	11.99'
EL36	N 59°03'05" W	113.61'
EL37	S 88°36'29" W	57.05'
EL38	S 68°31'42" E	96.12'
EL39	N 53°55'37" W	83.65'
EL40	N 17°17'47" W	132.65'
EL41	N 82°04'49" E	112.35'
EL42	N 35°57'13" W	59.98'
EL43	S 43°09'31" E	91.64'
EL44	S 60°52'13" E	24.69'
EL45	S 59°39'16" W	68.68'
EL46	S 43°20'48" W	72.39'
EL47	S 72°36'28" W	71.05'
EL48	N 87°10'05" E	60.80'
EL49	S 45°01'17" E	39.95'
EL50	N 49°25'08" E	309.62'
EL51	S 21°51'02" E	140.15'

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REVISIONS

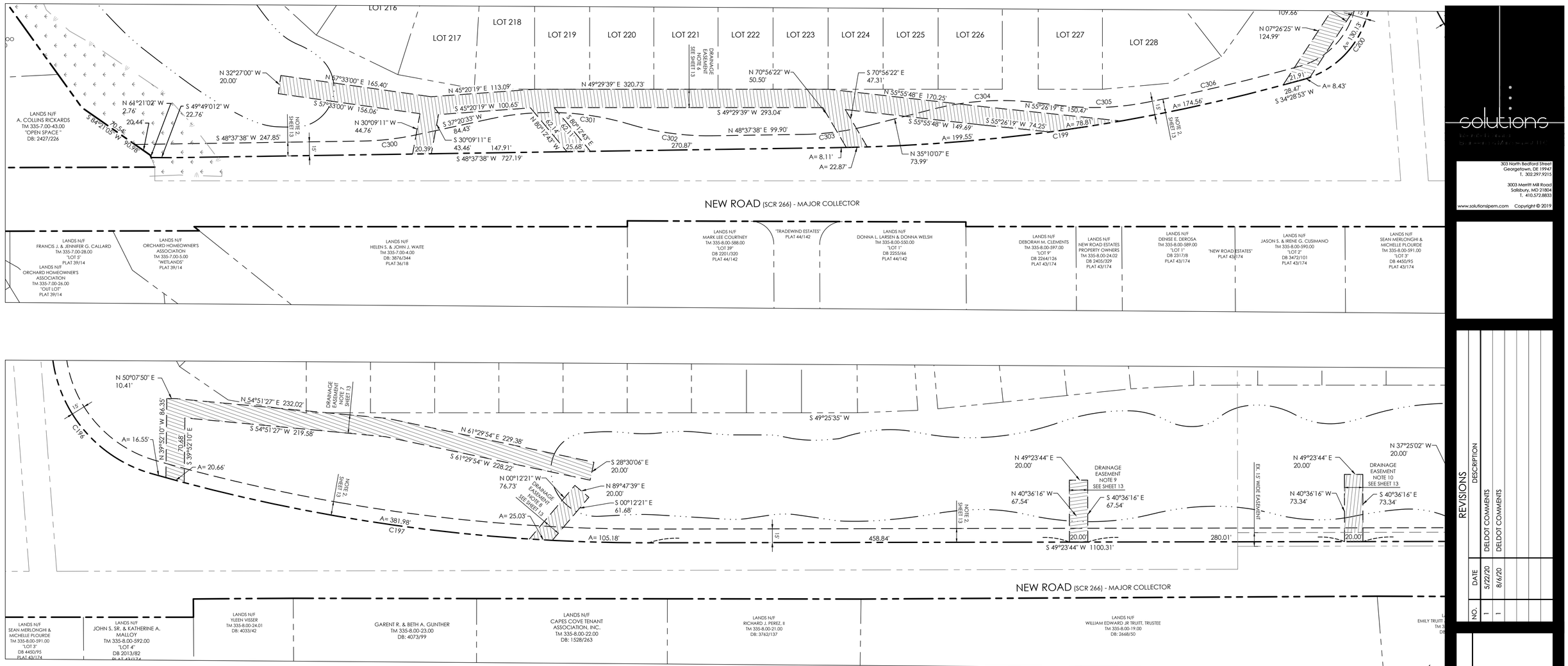
NO.	DATE	DESCRIPTION
1	5/22/20	DELDOT COMMENTS
1	8/6/20	DELDOT COMMENTS

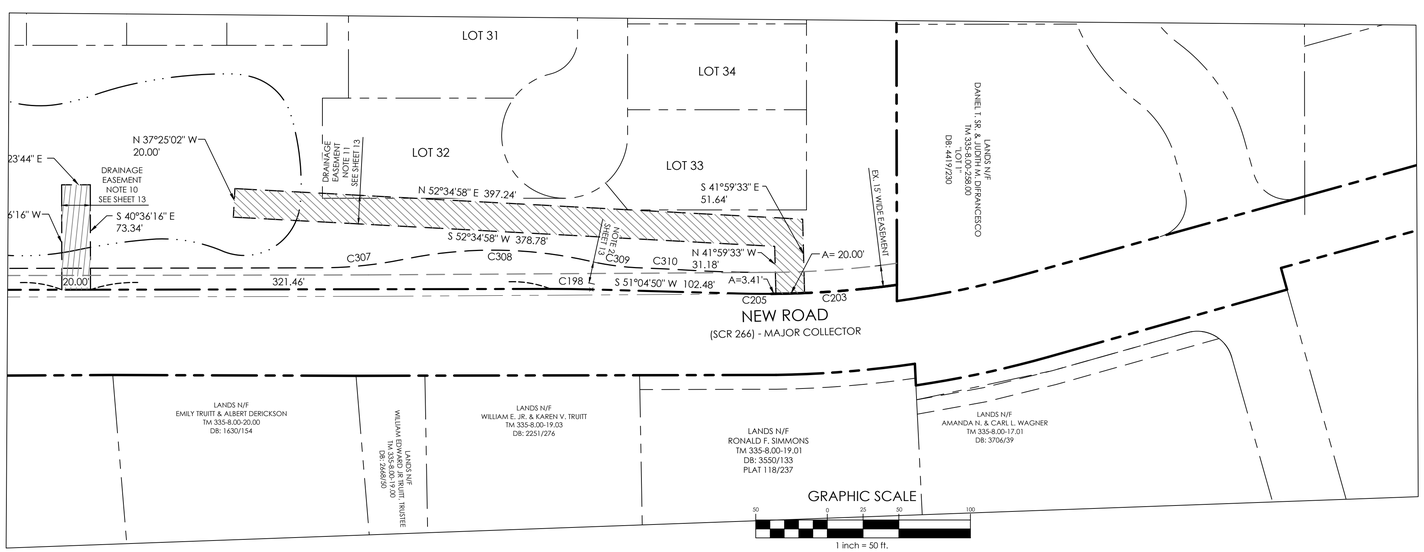
RECORD PLAT EASEMENTS
for
TOWER HILL
SUSSEX COUNTY, DELAWARE
LEWES & REHOBOTH HUNDRED
LYNN ROAD (SCR 266A) & NEW ROAD (SCR 266)
DELDOT PROJECT ID: 335-8.00-2.00

Date:	04/02/19
Job Number:	17049
Scale:	1"= 50'
Drawn By:	ML
Designed By:	HHB
Approved By:	BH

Sheet No.: 11

File Name: PLAT.dwg





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REVISIONS

NO.	DATE	DESCRIPTION
1	5/22/20	DELDOT COMMENTS
1	8/6/20	DELDOT COMMENTS

RECORD PLAT DELDOT ENTRANCE EASEMENTS

for

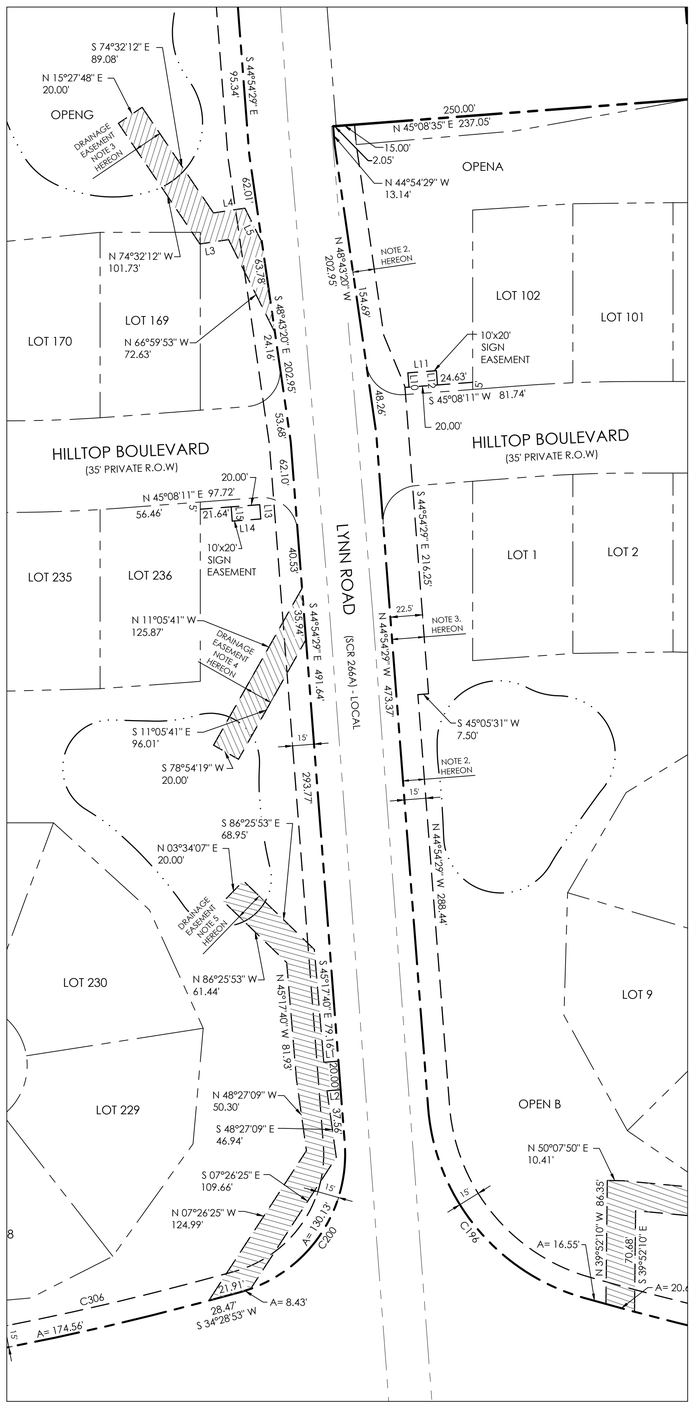
TOWER HILL

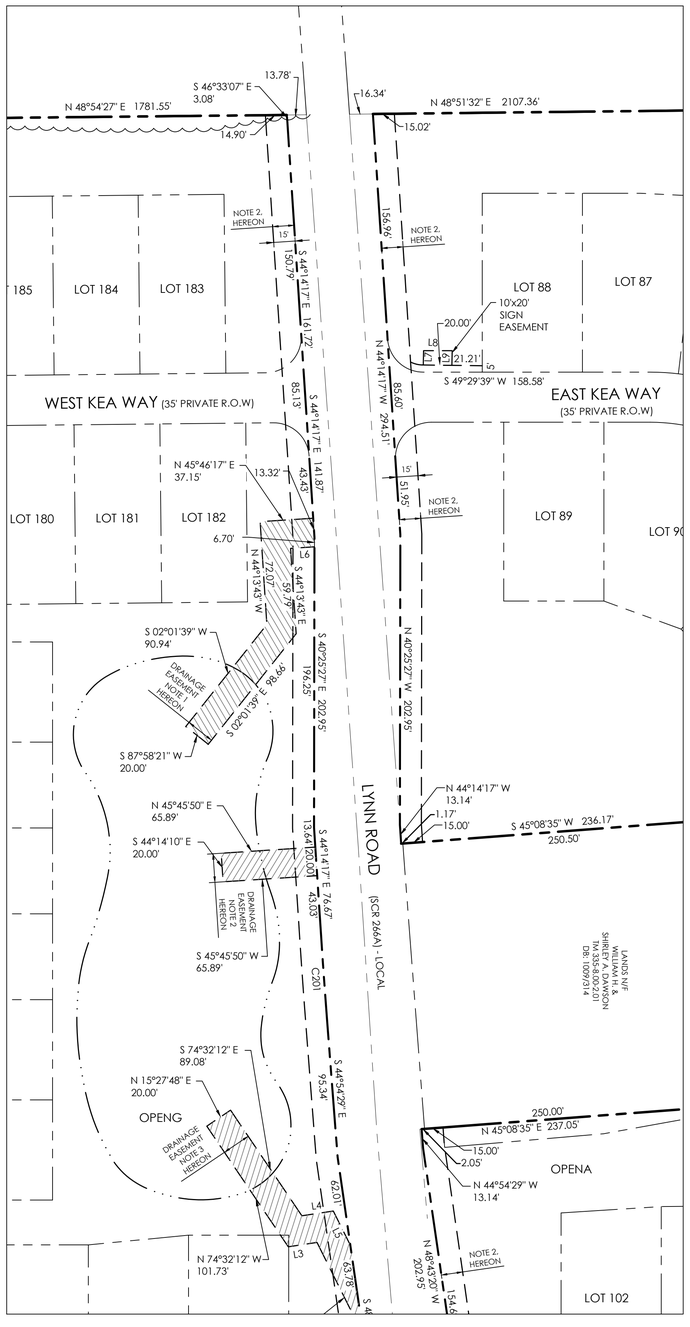
SUSSEX COUNTY, DELAWARE
LEWES & REHOBOTH HUNDRED
LYNN ROAD (SCR 266A) & NEW ROAD (SCR 266)
DELDOT PROJECT ID: 335-8.00-2.00

Date:	04/02/19
Job Number:	17049
Scale:	1"= 50'
Drawn By:	ML
Designed By:	HHB
Approved By:	BH

Sheet No.: 12

File Name: deldot-easement





LINE TABLE

LINE	BEARING	DISTANCE
L1	N 44°42'19" E	10.27'
L2	S 44°42'19" W	9.57'
L3	N 40°51'25" E	20.29'
L4	N 40°51'25" E	22.21'
L5	S 66°59'53" E	26.64'
L6	S 45°46'17" W	16.70'
L7	N 39°09'57" W	10.00'
L8	N 49°29'39" E	20.01'
L9	N 39°09'57" W	10.00'
L10	S 44°51'49" E	10.00'
L11	S 45°08'11" W	20.00'
L12	S 44°51'49" E	10.00'
L13	S 44°51'49" E	10.00'
L14	S 45°08'11" W	20.00'
L15	N 44°51'49" W	10.00'

NOTES:

1. A 30-FOOT WIDE STRIP OF RIGHT-OF-WAY FROM THE CENTERLINE IS HEREBY DEDICATED TO THE STATE OF DELAWARE AS PER THIS PLAT.
2. A VARIABLE WIDTH PERMANENT EASEMENT IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT.
3. A 10' WIDE PERMANENT EASEMENT CONTAINING 1500.18 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER A SEPARATE PLAT, FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY.
4. A 10' WIDE PERMANENT EASEMENT CONTAINING 6110.84 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER A SEPARATE PLAT, FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY.
5. A 10' WIDE PERMANENT EASEMENT CONTAINING 1700.00 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER A SEPARATE PLAT, FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY.
6. A 10' WIDE PERMANENT EASEMENT CONTAINING 2080.00 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER A SEPARATE PLAT, FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY.

DRAINAGE EASEMENT NOTES:

1. A 20-FOOT WIDE PERMANENT EASEMENT CONTAINING 3,756.08 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT, FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.
2. A 20-FOOT WIDE PERMANENT EASEMENT CONTAINING 1,317.71 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT, FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.
3. A 20-FOOT WIDE PERMANENT EASEMENT CONTAINING 3,325.80 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT, FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.
4. A 20-FOOT WIDE PERMANENT EASEMENT CONTAINING 2,218.79 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT, FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.
5. A 20-FOOT WIDE PERMANENT EASEMENT CONTAINING 6,639.45 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT, FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.
6. A 20-FOOT WIDE PERMANENT EASEMENT CONTAINING 20,766.58 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT, FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.
7. A 20-FOOT WIDE PERMANENT EASEMENT CONTAINING 10,771.32 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT, FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.
8. A 20-FOOT WIDE PERMANENT EASEMENT CONTAINING 1,384.76 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT, FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.
9. A 20-FOOT WIDE PERMANENT EASEMENT CONTAINING 1,350.76 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT, FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.
10. A 20-FOOT WIDE PERMANENT EASEMENT CONTAINING 1,466.83 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT, FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.
11. A 20-FOOT WIDE PERMANENT EASEMENT CONTAINING 8,609.36 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT, FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.

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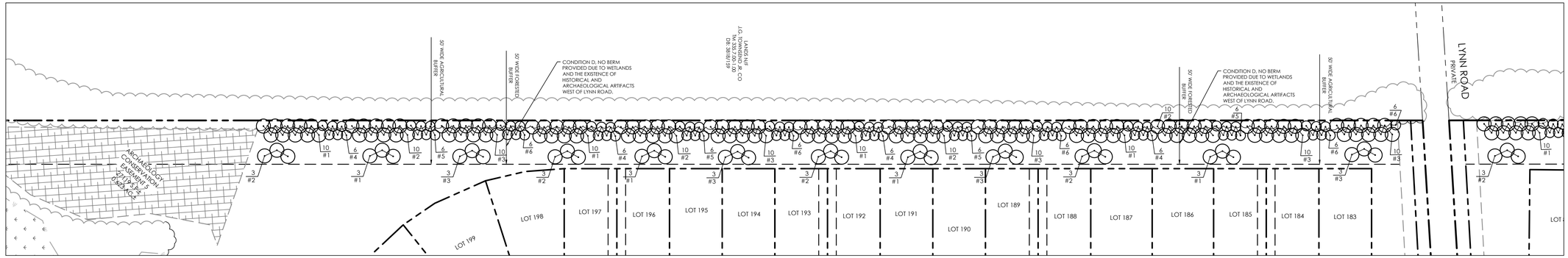
NO.	DATE	DESCRIPTION
1	5/22/20	DELDOT COMMENTS
1	8/6/20	DELDOT COMMENTS

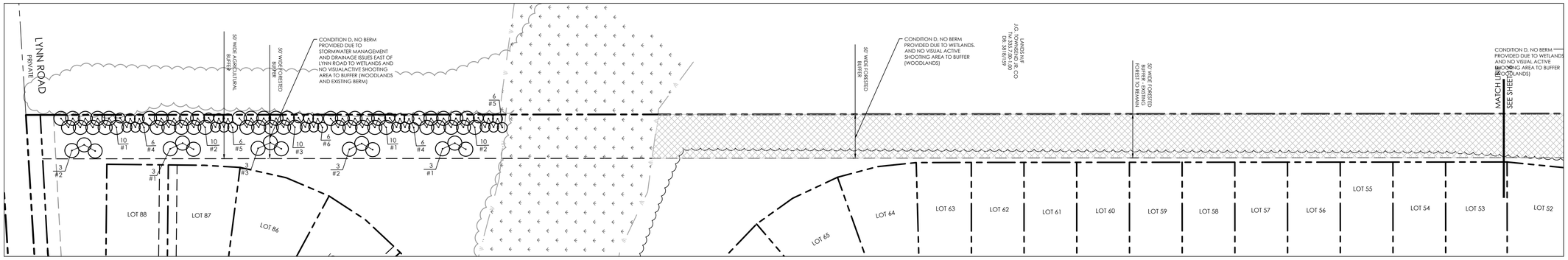
RECORD PLAT DELDOT ENTRANCE EASEMENTS
for
TOWER HILL
SUSSEX COUNTY, DELAWARE
LEWES & REHOBOTH HUNDRED
LYNN ROAD (SCR 266A) & NEW ROAD (SCR 266)
DELDOT PROJECT ID: 335-8.00-2.00

Date:	04/02/19
Job Number:	17049
Scale:	1"= 50'
Drawn By:	ML
Designed By:	HHB
Approved By:	BH

Sheet No.: 13

File Name: deldot-easement





LANDSCAPE BUFFER

NOTES:

1. THE LANDSCAPE AND/OR FOREST BUFFERS SHALL BE INSTALLED WITHIN 18 MONTHS FROM THE DATE SITE WORK IS AUTHORIZED TO COMMENCE, AS DOCUMENTED BY A NOTICE TO PROCEED LETTER FROM THE COMMISSION.

2. THE LAND DEVELOPER SHALL BE RESPONSIBLE FOR THE HEALTH AND SURVIVAL OF THE TREES, INCLUDING REGULAR NECESSARY WATERING FOR A MINIMUM OF 2 YEARS OR UNTIL SUCH LATER DATE AS THE MAINTENANCE RESPONSIBILITIES ARE TRANSFERRED TO A CONDOMINIUM ASSOCIATION; PROVIDED, HOWEVER THAT THE DEVELOPER SHALL REPLACE AND TREES THAT DIE DURING THE MINIMUM 2 YEAR DEVELOPER MAINTENANCE PRIOR TO TRANSFERRING MAINTENANCE RESPONSIBILITIES TO A CONDOMINIUM ASSOCIATION.

3. ADDITIONAL INFORMATION AS TO HOW THE LANDSCAPE / FORESTED BUFFERS ARE TO BE MAINTAINED IN PERPETUITY, SHALL BE INCLUDED IN THE RESTRICTIVE COVENANTS AND/OR CONDOMINIUM ASSOCIATION DOCUMENTS.

4. PURSUANT WITH SUSSEX COUNTY CODE SECTION 99-5, THE 20' WIDE LANDSCAPE BUFFER SHOWN IN THIS PLAN MUST BE PLANTED WITH A MIX OF 70% DECIDUOUS AND 30% EVERGREEN TREES, THE MAJORITY OF WHICH SHALL BE SUITABLE TREES OF COMMON LOCAL SPECIES. EVERY 100' OF BUFFER SHALL INCLUDE A MINIMUM OF 15 TREES.

5. ALL DECIDUOUS TREES THAT ARE PLANTED TO ESTABLISH THE BUFFER PLANTINGS SHALL HAVE A MINIMUM CALIPER OF 1.5 INCHES AND A MINIMUM HEIGHT OF SIX FEET ABOVE GROUND WHEN PLANTED IN ORDER TO INSURE THAT THE TREES WILL BE CAPABLE OF OBTAINING A MINIMUM HEIGHT OF 10 FEET ABOVE GROUND WITHIN FIVE YEARS OF BEING PLANTED.

6. ALL EVERGREEN TREES THAT ARE PLANTED TO ESTABLISH THE BUFFER PLANTINGS SHALL HAVE A MINIMUM HEIGHT OF FIVE FEET ABOVE GROUND WHEN PLANTED IN ORDER TO INSURE THAT THEY ARE REASONABLY CAPABLE OF ATTAINING A MINIMUM HEIGHT OF 10 FEET ABOVE GROUND WITHIN FIVE YEARS OF BEING PLANTED.

7. THE TREES SHALL BE PLANTED IN A STAGGERED NATURAL MANNER. THE PROCEDURES AND DETAILS FOR PLANTING NEW TREES SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT ON THE PLAN SUBMITTED TO AND APPROVED BY THE COMMISSION AND SHALL INCLUDE THE REQUIREMENT THAT THE BUFFER AREA SHALL HAVE A FINAL GRADE THAT CONTAINS A MINIMUM OF FOUR INCHES OF TOPSOIL AND A SUITABLE GRASS MIX PLANTED AS SACRIFICIAL COVER BETWEEN THE BUFFER TREES FOR SOIL STABILIZATION UNTIL THE NEWLY PLANTED TREES BECOME LARGER. THE PLAN MAY SUBSTITUTE WOODCHIPS FOR PLANTED GRASS BETWEEN THE BUFFER TREES IN RESPECT TO BOTH NEWLY PLANTED AND EXISTING TREES, AS DETERMINED BY THE LANDSCAPE ARCHITECT

GRAPHIC SCALE

60 0 30 60 120

1 inch = 60 ft.

LANDSCAPE SCHEDULE

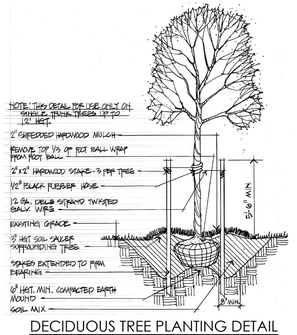
QUANTITY	SYMBOL	BOTANICAL NAME	COMMON NAME	SPECIFICATION
85	#1	Acer rubrum	RED MAPLE	1 ¾" CAL., 6' HGT. MIN.
78	#2	Quercus phellos	WILLOW OAK	1 ¾" CAL., 6' HGT. MIN.
75	#3	Quercus rubra	RED OAK	1 ¾" CAL., 6' HGT. MIN.
42	#4	Ilex opaca	AMERICAN HOLLY	5' HGT. MIN.
36	#5	Picea abies	NORWAY SPRUCE	5' HGT. MIN.
31	#6	Pinus virginiana	VIRGINIA PINE	5' HGT. MIN.

SUBSTITUTIONS:

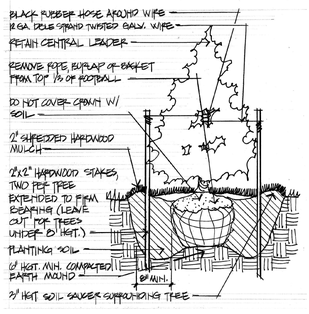
BOTANICAL NAME	COMMON NAME	SPECIFICATION
Acer saccharum	SUGAR MAPLE	1 ¾" CAL., 6' HGT. MIN.
Chamaecyparis thyoides	ATLANTIC WHITECEDAR	5' HGT. MIN.
Crataegis viridis 'Winter King'	WINTER KING GREEN HAWTHORN	1 ¾" CAL., 6' HGT. MIN.
Liriodendron tulipifera	TULIP TREE	1 ¾" CAL., 6' HGT. MIN.
Pinus strobus	WHITE PINE	5' HGT. MIN.
Pinus taeda	LOBLOLLY PINE	5' HGT. MIN.
Quercus alba	WHITE PINE	1 ¾" CAL., 6' HGT. MIN.
Quercus coccinea	SCARLET OAK	1 ¾" CAL., 6' HGT. MIN.
Taxodium distichum	BALD CYPRESS	1 ¾" CAL., 6' HGT. MIN.
Magnolia virginiana	SWEETBAY MAGNOLIA	5' HGT. MIN.
Juniperus virginiana	EASTERN RED CEDAR	5' HGT. MIN.
Platanus acerifolia	LONDON PLANE TREE	1 ¾" CAL., 6' HGT. MIN.
Nyssa sylvatica	BLACK GUM	1 ¾" CAL., 6' HGT. MIN.
Salix babylonica	WEEPING WILLOW	1 ¾" CAL., 6' HGT. MIN.

IF SUBSTITUTIONS ARE MAKE, ONLY SUBSTITUTE DECIDUOUS FOR DECIDUOUS OR EVERGREEN FOR EVERGREEN TO MAINTAIN REQUIRED MIX.

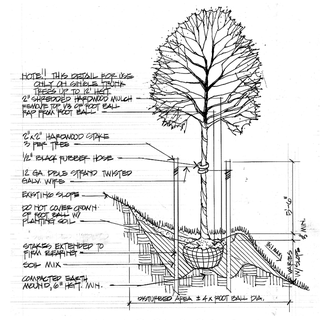
LANDSCAPE BUFFER
EXISTING WOODS TO REMAIN



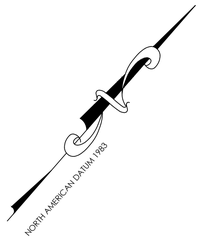
DECIDUOUS TREE PLANTING DETAIL



EVERGREEN TREE PLANTING DETAIL



TREE PLANTING ON SLOPE DETAIL



LEE ANN SCHNAPPINGER BRIDGMAN NO. S1-0000510 STATE OF DELAWARE LANDSCAPE ARCHITECT

LANDSCAPE ARCHITECT'S CERTIFICATION

I HEREBY CERTIFY THAT THESE DRAWINGS HAVE BEEN PREPARED UNDER MY SUPERVISION.

9-14-20

LEE ANN SCHNAPPINGER BRIDGMAN, RLA — DATE
BRIDGMAN LANDSCAPE ARCHITECTURE, LLC

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NO.	DATE	DESCRIPTION
1	5/22/20	DELDOT COMMENTS
1	8/6/20	DELDOT COMMENTS

RECORD PLAT - LANDSCAPE PLAN

for

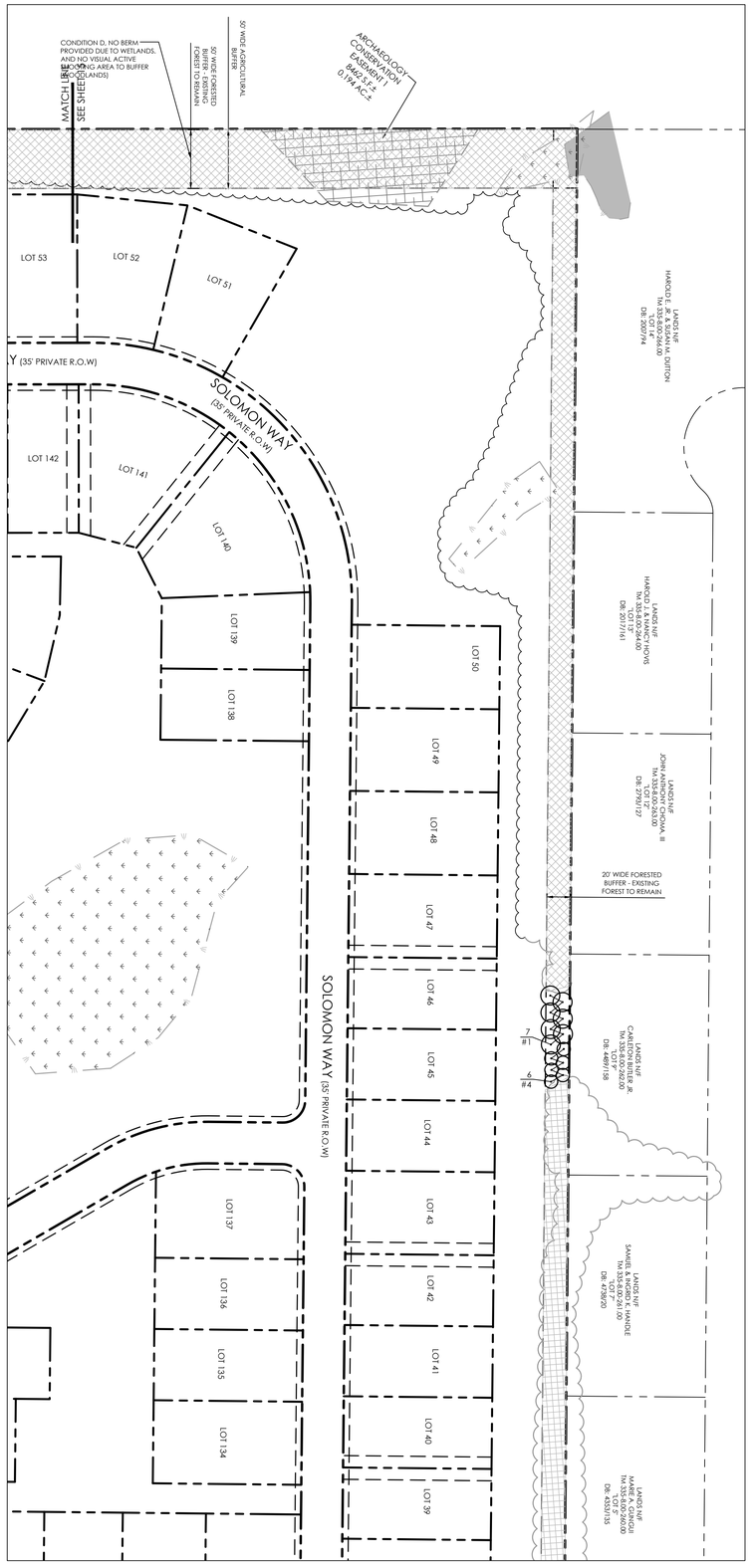
TOWER HILL

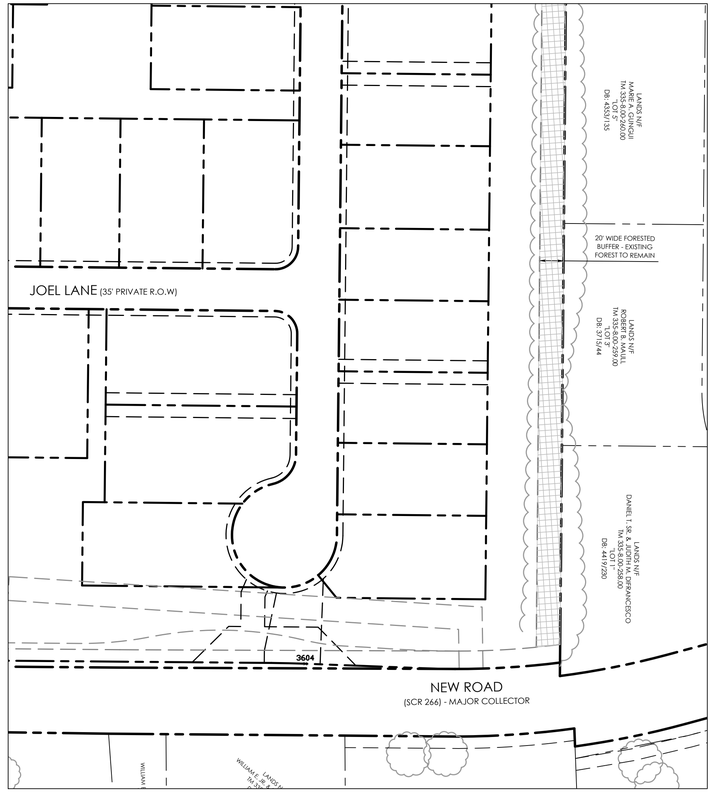
SUSSEX COUNTY, DELAWARE
LEWES & REHOBOTH HUNDRED
LYNN ROAD (SCR 266A) & NEW ROAD (SCR 266)
DELDOT PROJECT ID: 335-8.00-2.00

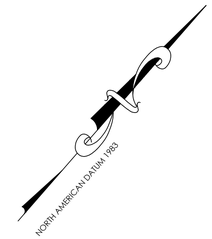
Date:	04/02/19
Job Number:	17049
Scale:	1"= 60'
Drawn By:	ML
Designed By:	HHB
Approved By:	BH

Sheet No.: 14

File Name: PLAT.dwg







GRAPHIC SCALE

60 0 30 60 120

1 inch = 60 ft.

LANDSCAPE ARCHITECT'S CERTIFICATION

I HEREBY CERTIFY THAT THESE DRAWINGS HAVE BEEN PREPARED UNDER MY SUPERVISION.

8-14-20

LEE ANN SCHNAPPINGER BRIDGMAN, RLA — DATE
BRIDGMAN LANDSCAPE ARCHITECTURE, LLC

LEE ANN SCHNAPPINGER BRIDGMAN NO. S1-0000510 STATE OF DELAWARE LANDSCAPE ARCHITECT

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1	5/22/20	DELDOT COMMENTS
1	8/6/20	DELDOT COMMENTS

RECORD PLAT - LANDSCAPE PLAN

for

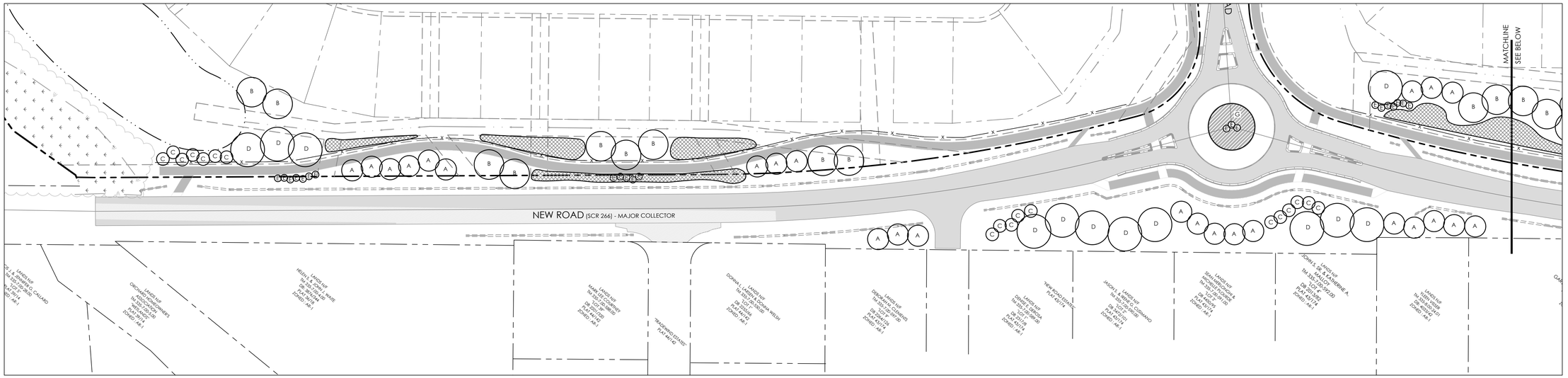
TOWER HILL

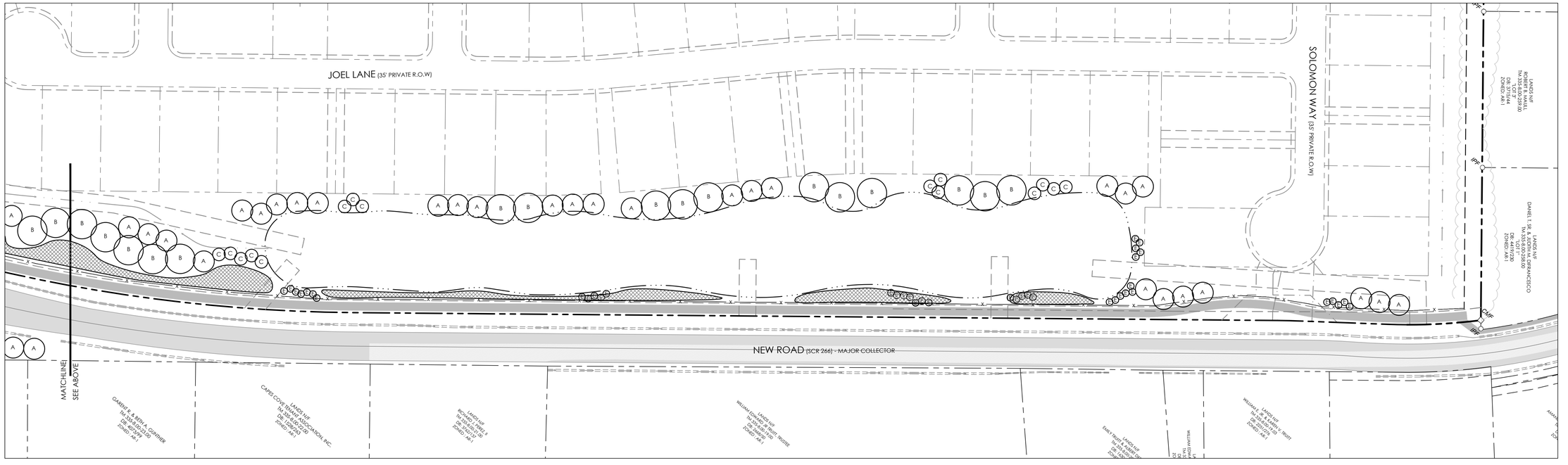
SUSSEX COUNTY, DELAWARE
LEWES & REHOBOTH HUNDRED
LYNN ROAD (SCR 266A) & NEW ROAD (SCR 266)
DELDOT PROJECT ID: 335-8.00-2.00

Date: 04/02/19
Job Number: 17049
Scale: 1"= 60'
Drawn By: ML
Designed By: HHB
Approved By: BH

Sheet No.: 15

File Name: PLAT.dwg





NOTE:
LANDSCAPING ALONG NEW ROAD AND ROUND-A-BOUT IS SUBJECT TO CHANGE AND COORDINATION WITH LEWES SCENIC AND HISTORIC BYWAY CORRIDOR MANAGEMENT PLAN AND COMMITTEE.

LANDSCAPE SCHEDULE

QUANTITY	SYMBOL	BOTANICAL NAME	COMMON NAME	SPECIFICATION
	A	Acer rubrum	RED MAPLE	2 ½" CAL., 6' HGT. MIN.
	B	PLatanus acerifolia	LONON PLANE TREE	2 ½" CAL., 6' HGT. MIN.
	C	Pinus taeda	LOBLOLLY PINE	8'-10' HGT. MIN.
	D	Magnolia Virginiana	SWEETBAY MAGNOLIA	1 1/2" CAL., 6' HGT.
	E	Viburnum dentatum	ARROWWOOD VIBURNUM	5' HGT. MIN.
	F	Ilex glaba	INKBERRY	1 GAL. CONT.
		NATIVE WILDFLOWERS AND GRASES		
	x	BLACK FLAT RAIL FENCE		

NORTH AMERICAN DATUM 1983

GRAPHIC SCALE
60 0 30 60 120
1 inch = 60 ft.

LEE ANN SCHNAPPINGER BRIDGMAN
NO. S1-0000510
STATE OF DELAWARE
LANDSCAPE ARCHITECT

LANDSCAPE ARCHITECT'S CERTIFICATION

I HEREBY CERTIFY THAT THESE DRAWINGS HAVE BEEN PREPARED UNDER MY SUPERVISION.

8-14-20

LEE ANN SCHNAPPINGER BRIDGMAN, RLA — DATE
BRIDGMAN LANDSCAPE ARCHITECTURE, LLC

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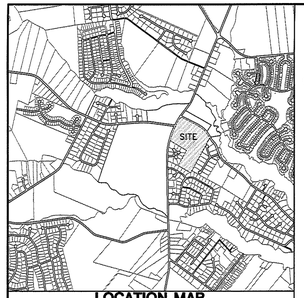
RECORD PLAT - NEW ROAD LANDSCAPE
for
TOWER HILL
SUSSEX COUNTY, DELAWARE
LEWES & REHOBOTH HUNDRED
LYNN ROAD (SCR 266A) & NEW ROAD (SCR 266)
DELDOT PROJECT ID: 335-8.00-2.00

Date:	04/02/19
Job Number:	17049
Scale:	1"= 60'
Drawn By:	M/L
Designed By:	HHB
Approved By:	BH

Sheet No.: 16

File Name: PLAT.dwg



LOCATION MAP
1" = ½ MILE

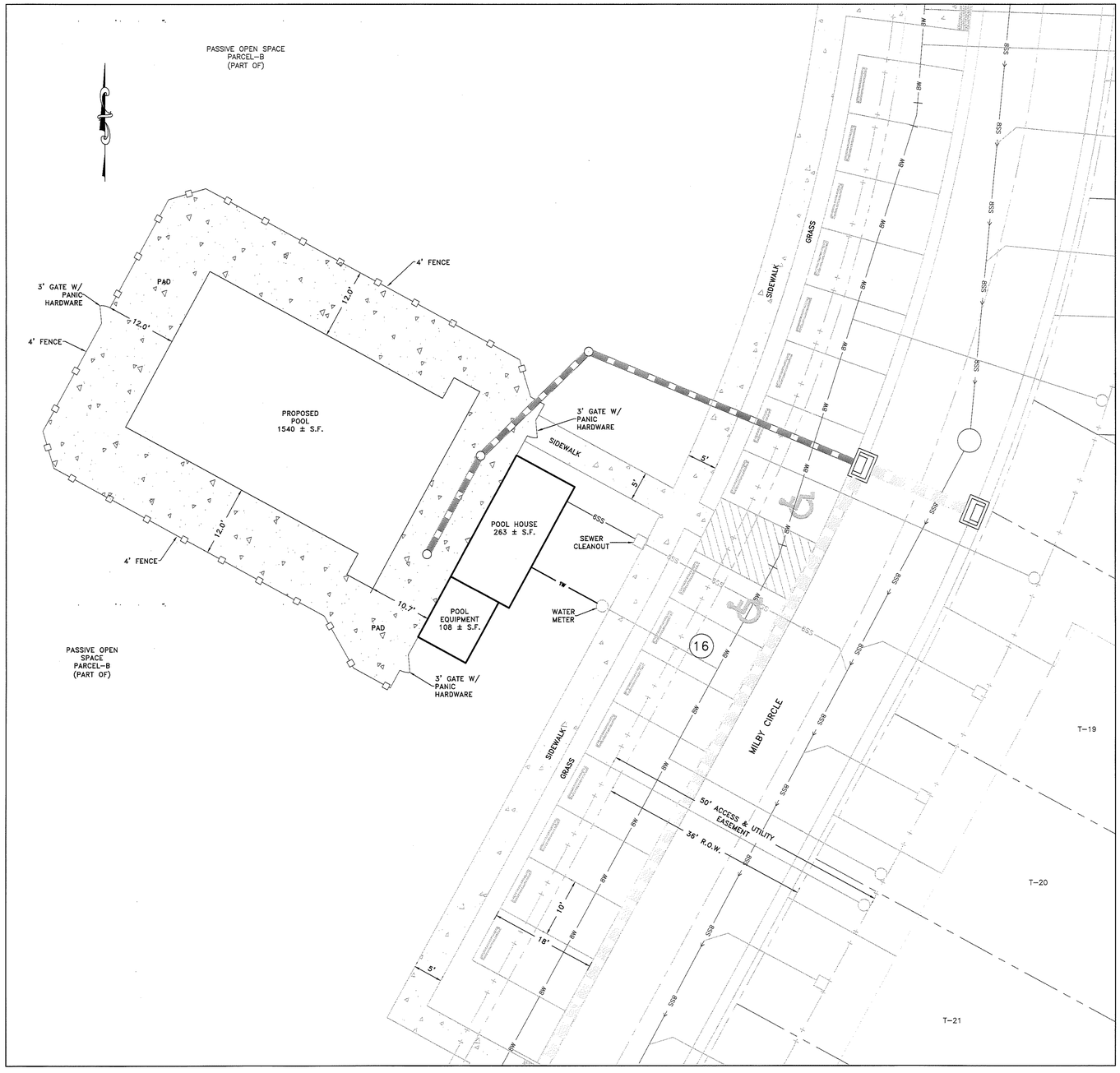
FIRE PROTECTION NOTES

1. ALL FIRE LANES, HYDRANTS, EXITS, AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE DELAWARE STATE FIRE PREVENTION REGULATIONS (DSFPR, 705, CHAPTER 5).
2. WATER PROVIDER: TIDEWATER UTILITIES, INC.
3. PROPOSED BUILDING CONSTRUCTION: TYPE V (111)
4. INTENDED USE: POOL HOUSE AND POOL DECK – ASSEMBLY
5. PROPOSED BUILDING HEIGHT: 16'±
6. PROPOSED BUILDING SQUARE FOOTAGE: 370 S.F.
7. SITE WILL BE SERVED BY AN UNDERGROUND CLOSED PIPE NATURAL GAS OR PROPANE SYSTEM.
8. AUTOMATIC FIRE SPRINKLERS ARE NOT PROPOSED FOR THIS STRUCTURE.
9. POOL HOUSE DOES NOT HAVE A PRIMARY ENTRANCE. 2 BATHROOM DOORS AND A MECHANICAL ROOM DOOR ARE IN THE REAR OF THE BUILDING CLOSEST TO THE POOL.

GENERAL NOTES:

1. CONTRACTOR TO INSTALL TRACER WIRE ON SERVICE LINE FOR THE POOL HOUSE.
2. THE DESIGNATED HOMEOWNERS ASSOCIATION ASSUMES RESPONSIBILITY FOR THE AMENITIES AT THE VILLAS AT WALDEN.
3. RECREATIONAL AMENITIES TO SERVE THE RESIDENTS OF THE VILLAS AT WALDEN.
4. HANDICAP CURB RAMPS SHALL CONFORM TO ADA STANDARDS AND SPECIFICATIONS.

NOTES:
–FIRE HYDRANTS, WATER VALVES, TEES, CROSSES, REDUCERS, WATER METERS AND BLOW–OFF SYMBOLS ON THE SITE PLAN ARE FOR GENERAL LOCATIONS. FOR PROPER LOCATION OF INSTALLATION OF THE ABOVE ITEMS, REFER TO DETAIL SHEET 03.
–ALL WATER MAINS MUST BE PLACED AT 2' BEHIND BACK OF CURB, UNLESS SHOWN DIFFERENTLY ON PLAN.
–POOL BACKWASH WILL NOT BE ACCEPTED INTO THE SANITARY SEWER SYSTEM.



DATA COLUMN

TAX MAP NUMBER: 2–34–17.00–29.00

DATUM:
VERTICAL NAVD 88
HORIZONTAL NAD 83 (DE STATE PLANE)

EXISTING ZONING: MR

PROPOSED ZONING: MR (CONDITIONAL USE)

EXISTING USE: AGRICULTURE

PROPOSED USE: SWIMMING POOL, POOLHOUSE & EQUIPMENT ROOM

PROPOSED SITE AREA

POOL:	1,540 ± S.F.
POOL HOUSE:	263 ± S.F.
EQUIPMENT ROOM:	108 ± S.F.
CONCRETE WALK/PAD:	2,530 ± S.F.
TOTAL:	4,441 ± S.F.

LIMIT OF DISTURBANCE: 0.80 ACRES

SETBACKS

FRONT	15'
CORNER	15' (ONE SIDE)
SIDE	10'
REAR	10'

UTILITIES PROVIDER

SEWER: SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT HERRING CREEK AREA
WATER: PUBLIC (TIDEWATER UTILITIES, INC.)

PROPOSED BUILDING HEIGHT: 17' (1 STORY)

PROPOSED BUILDING CONSTRUCTION: NFPA TYPE V (000) WOOD CONSTRUCTION

FLOOD HAZARD MAP: THE SITE IS NOT LOCATED ON THE FEMA FLOOD INSURANCE RATE MAP #10005C0340K, DATED MARCH 16, 2015.

WETLANDS: THIS SITE AS SHOWN HEREON DOES NOT CONTAIN STATE OR FEDERALLY REGULATED BASED ON NWI AND DNREC WETLAND MAPS.

PROPERTY OWNER: US HOME CORPORATION
7035 ALBERT EINSTEIN DRIVE
COLUMBIA, MD 21046

PREPARED BY: DAVIS, BOWEN & FRIEDEL, INC.
1 PARK AVENUE
MILFORD, DE 19963
(302) 424–1441

ENGINEER'S STATEMENT

I, JAMIE L. SECHLER, P.E., HEREBY STATE THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

JAMIE L. SECHLER — LICENSED — No. 17325 — PROFESSIONAL ENGINEER — DELAWARE

by JAMIE L. SECHLER, P.E. — DATE 2-14-2020
DAVIS, BOWEN & FRIEDEL, INC.
1 PARK AVENUE
MILFORD, DELAWARE, 19963

OWNER'S STATEMENT

"I, THE UNDERSIGNED, CERTIFY THAT ALL LAND CLEARING, CONSTRUCTION AND DEVELOPMENT SHALL BE DONE PURSUANT TO THE APPROVED PLAN AND THAT RESPONSIBLE PERSONNEL (I.E., BLUE CARD HOLDER) INVOLVED IN THE LAND DISTURBANCE WILL HAVE A CERTIFICATION OF TRAINING PRIOR TO INITIATION OF THE PROJECT, AT A DNREC SPONSORED OR APPROVED TRAINING COURSE FOR THE CONTROL OF EROSION AND SEDIMENT DURING CONSTRUCTION. IN ADDITION, I GRANT THE DNREC SEDIMENT AND STORMWATER PROGRAM AND/OR THE RELEVANT DELEGATED AGENCY THE RIGHT TO CONDUCT ON–SITE REVIEWS, AND I UNDERSTAND MY RESPONSIBILITIES UNDER THE NPDES CONSTRUCTION GENERAL PERMIT, AS REFERENCED ON THIS COVERSHEET."

US HOME CORPORATION — DATE
7035 ALBERT EINSTEIN DRIVE
COLUMBIA, MD 21046

LEGEND

RIGHT–OF–WAY / BOUNDARY LINE
CATCH BASIN, STORM PIPE, STORM MANHOLE
EXISTING SANITARY SEWER — 8SS
SANITARY SEWER LATERAL — 6SS
EXISTING WATER MAIN — 8W
WATER LATERAL — 1W
FENCE
SIDEWALK

0 10 20 30

DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543–9091
MILFORD, DELAWARE (302) 424–1441
EASTON, MARYLAND (410) 770–4744

SITE PLAN

THE VILLAS AT WALDEN
RESIDENTIAL SUBDIVISION
SUSSEX COUNTY, DELAWARE

Revisions:

Date:	FEBRUARY 2020
Scale:	1"=10'
Dwn.By:	KTH
Proj.No.:	0818P001
Dwg.No.:	1

P:\Ocean Atlantic\Burtons Pond\0818P001\DESIGN-TOWNHOMES\CLUBHOUSE\CLUBHOUSE SITE PLAN-2020-05-21.dwg Jun 30, 2020 - 2:24pm rosd

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PIPE SCHEDULE

LABEL	DESCRIPTION							INVERT ELEVATION	
	FROM	TO	SIZE (")	TYPE	LENGTH	CLASS	SLOPE (%)	UP	DOWN
P200	MH201	DI142	6	HDPE	51	*	1.96	18.00	17.00
P201	DI202	MH201	6	HDPE	26	*	4.04	19.05	18.00
P202	DI203	DI202	6	HDPE	19	*	1.05	19.25	19.05

* = HDPE PIPE SHALL COMPLY WITH AASHTO M252, M294, MP7, AND ASTM 3350. PIPE SHALL BE INSTALLED PER ASTM D2321 AND AS RECOMMENDED BY THE MANUFACTURER. ALL HDPE SHALL HAVE WATERTIGHT CONNECTIONS.

DRAINAGE INLET & MANHOLE SCHEDULE

LABEL	DESCRIPTION			T.G. ELEV.	INVERT IN	INVERT IN	INVERT IN	INVERT OUT
	BOX	TOP UNIT	GRATE					
EX. DI142	34"x24"	D	TYPE 1	19.80		17.00	16.21	16.21
MH201	18"	*	*	20.24			18.00	18.00
DI202	18"	*	*	21.32			19.05	19.05
DI203	18"	*	*	21.32				19.25

* = SEE YARD INLET BASIN DETAILS

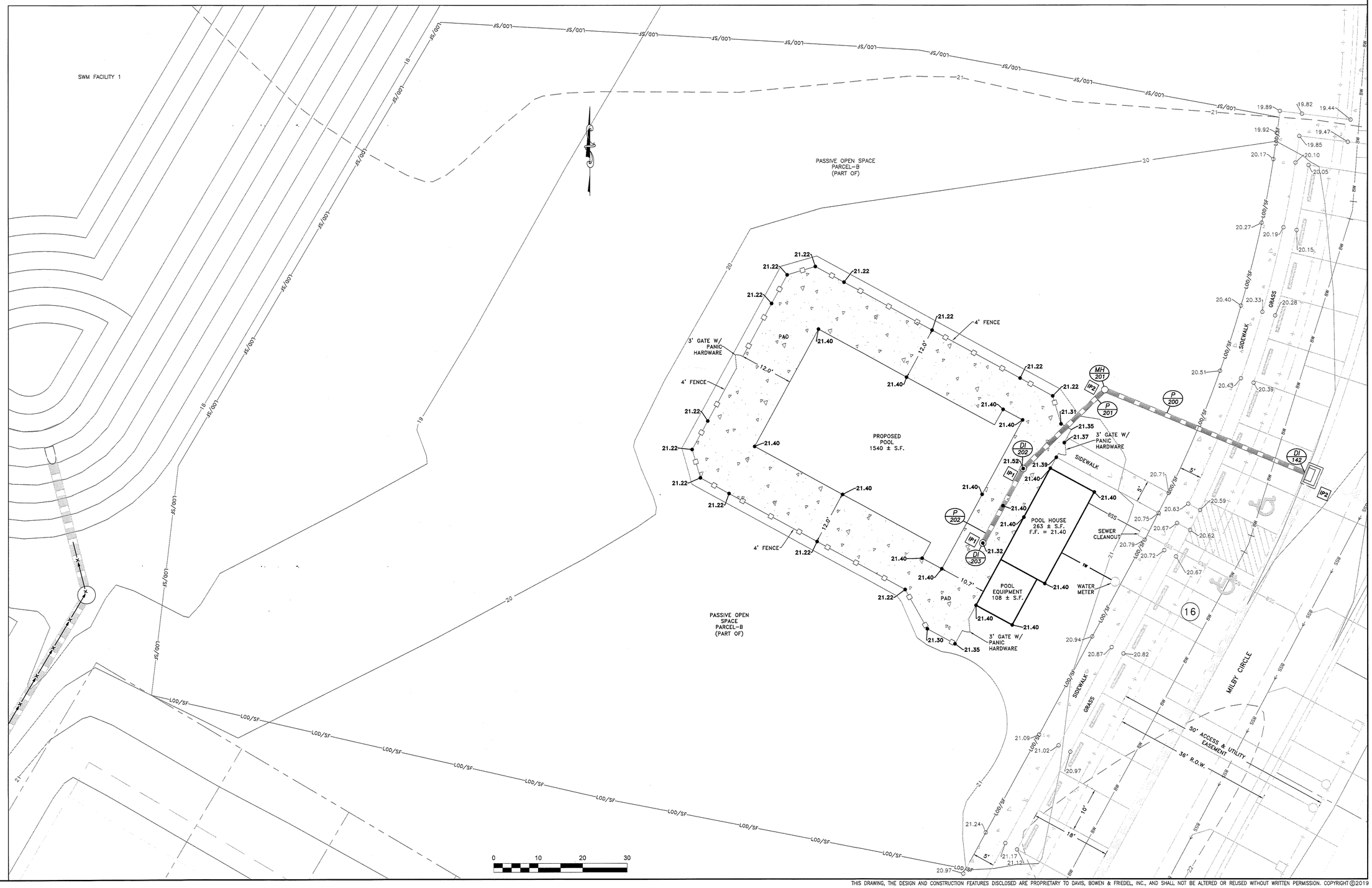
OWNER'S STATEMENT

"I, THE UNDERSIGNED, CERTIFY THAT ALL LAND CLEARING, CONSTRUCTION AND DEVELOPMENT SHALL BE DONE PURSUANT TO THE APPROVED PLAN AND THAT RESPONSIBLE PERSONNEL (I.E., BLUE CARD HOLDER) INVOLVED IN THE LAND DISTURBANCE WILL HAVE A CERTIFICATION OF TRAINING PRIOR TO INITIATION OF THE PROJECT, AT A DNREC SPONSORED OR APPROVED TRAINING COURSE FOR THE CONTROL OF EROSION AND SEDIMENT DURING CONSTRUCTION. IN ADDITION, I GRANT THE DNREC SEDIMENT AND STORMWATER PROGRAM AND/OR THE RELEVANT DELEGATED AGENCY THE RIGHT TO CONDUCT ON-SITE REVIEWS.

_____ _____

US HOME CORPORATION
7035 ALBERT EINSTEIN DRIVE
COLUMBIA, MD 21046

DATE



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ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441
ROCKVILLE, MARYLAND (410) 770-9444

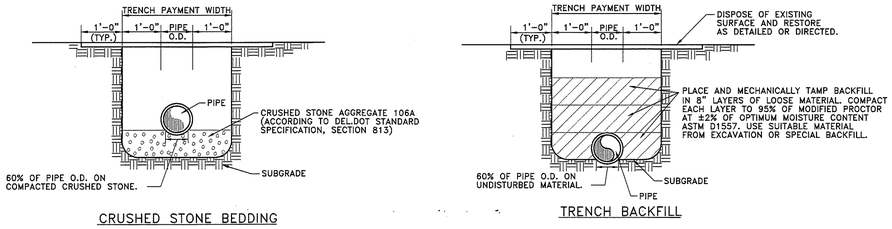
7-14-2020

GRADING, EROSION & SEDIMENT CONTROL PLAN

THE VILLAS AT WALDEN
RESIDENTIAL SUBDIVISION
SUSSEX COUNTY, DELAWARE

Revisions:
05-21-2020 REVISED STORM DRAINAGE SCHEDULE

Date:	FEBRUARY 2020
Scale:	1"=10'
Dwn.By:	KTH
Proj.No.:	0818P001
Dwg.No.:	2



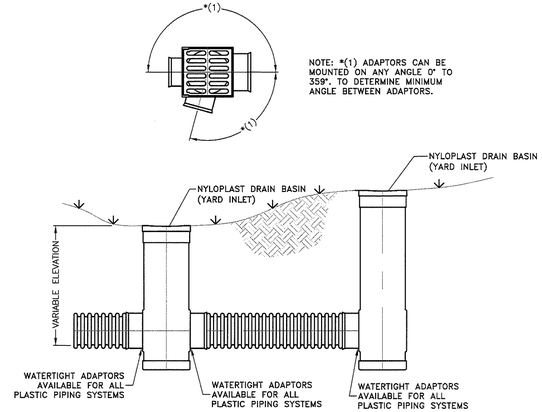
TRENCH BACKFILL AND PIPE BEDDING DETAIL

NOT TO SCALE

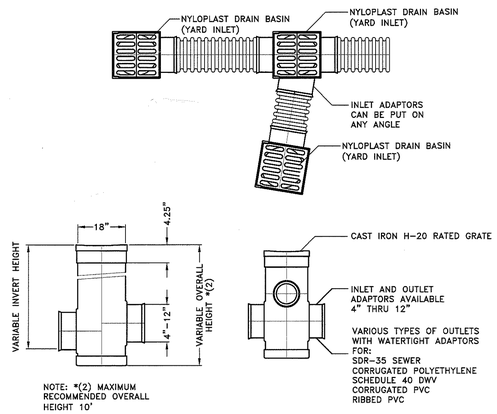
NOTE: PLACE EXPANSION JOINTS 20' ON CENTER AND CONTROL JOINTS 5' ON CENTER OR MATCH EXISTING PATTERN.

CONCRETE SIDEWALK DETAIL

NOT TO SCALE



TYPICAL YARD INLET INSTALLATIONS



TYPICAL YARD INLET DETAILS

NOT TO SCALE

GENERAL NOTES

1. THE SUSSEX CONSERVATION DISTRICT MUST BE NOTIFIED IN WRITING FIVE (5) DAYS PRIOR TO COMMENCING WITH CONSTRUCTION. FAILURE TO DO SO CONSTITUTES A VIOLATION OF THE APPROVED SEDIMENT AND STORMWATER MANAGEMENT PLAN.
2. REVIEW AND OR APPROVAL OF THE SEDIMENT AND STORMWATER MANAGEMENT PLAN SHALL NOT RELIEVE THE CONTRACTOR FROM HIS OR HER RESPONSIBILITIES FOR COMPLIANCE WITH THE REQUIREMENTS OF THE DELAWARE SEDIMENT AND STORMWATER REGULATIONS, NOR SHALL IT RELIEVE THE CONTRACTOR FROM ERRORS OR OMISSIONS IN THE APPROVED PLAN.
3. IF THE APPROVED PLAN NEEDS TO BE MODIFIED, ADDITIONAL SEDIMENT AND STORMWATER CONTROL MEASURES MAY BE REQUIRED AS DEEMED NECESSARY BY DNREC OR THE DELEGATED AGENCY.
4. FOLLOWING SOIL DISTURBANCE OR REDISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION SHALL BE COMPLETED FOR ALL PERIMETER SEDIMENT CONTROLS, SOIL STOCKPILES, AND ALL OTHER DISTURBED OR GRADED AREAS ON THE PROJECT SITE WITHIN 14 CALENDAR DAYS UNLESS MORE RESTRICTIVE FEDERAL REQUIREMENTS APPLY.
5. ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL COMPLY WITH THE DELAWARE EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION.
6. AT ANY TIME A DEWATERING OPERATION IS USED, IT SHALL BE PREVIOUSLY APPROVED BY THE AGENCY CONSTRUCTION SITE REVIEWER FOR A NON-EROSIVE POINT OF DISCHARGE, AND A DEWATERING PERMIT SHALL BE APPROVED BY THE DNREC WELL PERMITTING BRANCH.
7. APPROVAL OF A SEDIMENT AND STORMWATER MANAGEMENT PLAN DOES NOT GRANT OR IMPLY A RIGHT TO DISCHARGE STORMWATER RUNOFF. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ANY AND ALL AGREEMENTS, EASEMENTS, ETC., NECESSARY TO COMPLY WITH STATE DRAINAGE AND OTHER APPLICABLE LAWS.
8. THE CONTRACTOR SHALL AT ALL TIMES PROTECT AGAINST SEDIMENT OR DEBRIS LADEN RUNOFF OR WIND FROM LEAVING THE SITE. PERIMETER CONTROLS SHALL BE CHECKED DAILY AND ADJUSTED AND/OR REPAIRED TO FULLY CONTAIN AND CONTROL SEDIMENT FROM LEAVING THE SITE. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT HAS REACHED HALF OF THE EFFECTIVE CAPACITY OF THE CONTROL. IN ADDITION, THE CONTRACTOR MAY NEED TO ADJUST OR ALTER MEASURES IN TIMES OF ADVERSE WEATHER CONDITIONS, OR AS DIRECTED BY THE AGENCY CONSTRUCTION SITE REVIEWER.
9. BEST AVAILABLE TECHNOLOGY (BAT) SHALL BE EMPLOYED TO MANAGE TURBID DISCHARGES IN ACCORDANCE WITH REQUIREMENTS OF 7. DEL C. CH 60, REGULATIONS GOVERNING THE CONTROL OF WATER POLLUTION, SECTION 9.1.02, KNOWN AS SPECIAL CONDITIONS FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES, AND DEPARTMENT POLICIES, PROCEDURES, AND GUIDANCE.

SEQUENCE OF CONSTRUCTION

NOTIFY THE SUSSEX CONSERVATION DISTRICT IN WRITING AT LEAST FIVE (5) DAYS PRIOR TO THE START OF CONSTRUCTION. FAILURE TO DO SO CONSTITUENTS A VIOLATION OF THE APPROVED SEDIMENT AND STORMWATER MANAGEMENT PLAN.

1. INSTALL ALL PRE-BULK EROSION & SEDIMENT CONTROLS. THE SITE AREA ADJACENT TO THE WETLANDS IS TO BE FILLED IN A MANNER TO PROVIDE POSITIVE DRAINAGE INTO THE SEDIMENT TRAPS. CCR SHALL REVIEW INSTALLATION OF THE INSTALLATION OF THE EROSION & SEDIMENT CONTROLS.
2. ALL PERIMETER CONTROLS ARE TO BE REVIEWED BY THE AGENCY CONSTRUCTION SITE REVIEWER AND APPROVED PRIOR TO PROCEEDING WITH FURTHER SITE DISTURBANCE OR CONSTRUCTION.
3. THE CONTRACTOR SHALL AT ALL TIMES PROTECT AGAINST SEDIMENT OR DEBRIS LADEN RUNOFF OR WIND FROM LEAVING THE SITE. PERIMETER CONTROLS SHOULD BE CHECKED DAILY AND ADJUSTED AND/OR REPAIRED TO FULLY CONTAIN AND CONTROL SEDIMENTATION ON THE SITE. IN ADDITION, THE CONTRACTOR MAY NEED TO ADJUST OR REPAIR MEASURES IN TIMES OF ADVERSE WEATHER CONDITIONS, OR AS DIRECTED BY THE AGENCY CONSTRUCTION SITE REVIEWER.
4. MINIMIZE DEMOLITION, CLEARING AND GRADING OPERATIONS TO AREAS NECESSARY FOR IMMEDIATE CONSTRUCTION ACTIVITY.
5. PERFORM ANY REQUIRED DEMOLITION OF THE EXISTING SITE.
6. STRIP TOPSOIL AND PERFORM ROUGH GRADING FOR BUILDING AND PARKING AREAS.
7. EXPORT FILL, GRADE FOR BUILDINGS. BEGIN BUILDING CONSTRUCTION.
8. FINE GRADE FOR PROPOSED PAVING AREAS, PLACE STONE PER PAVEMENT SPECIFICATIONS AND PLANS.
9. UPON COMPLETION OF PAVING AND STABILIZATION OF ALL DISTURBED AREAS,
   A. REMOVE SEDIMENT FROM STORMDRAIN SYSTEM.
   B. STABILIZE DISTURBANCE IMMEDIATELY.
10. RESTORE ALL DISTURBED AREAS NOT TO BE COVERED BY PAVEMENT WITH PERMANENT STABILIZATION IN ACCORDANCE WITH ITEM 14 OF THE EROSION AND SEDIMENT CONTROL NOTES.
11. NOTIFY THE CCR AT LEAST THREE (3) DAYS PRIOR TO START OF THE STORMWATER SYSTEM CONSTRUCTION; STORMWATER FACILITIES MUST BE REVIEWED THROUGHOUT THEIR CONSTRUCTION.
12. EROSION AND SEDIMENT CONTROL DEVICES SHOULD BE REMOVED ONLY AFTER WORK IN AN AREA HAS BEEN COMPLETED AND STABILIZED, WITH WRITTEN APPROVAL FROM THE AGENCY CONSTRUCTION SITE REVIEWER.

DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441
EASTON, MARYLAND (410) 770-1744

CONSTRUCTION DETAILS

7-14-2020

THE VILLAS AT WALDEN
RESIDENTIAL SUBDIVISION
SUSSEX COUNTY, DELAWARE

Revisions:

Date:	FEBRUARY 2020
Scale:	1"=10'
Dwn.By:	KTH
Proj.No.:	0818P001
Dwg.No.:	3

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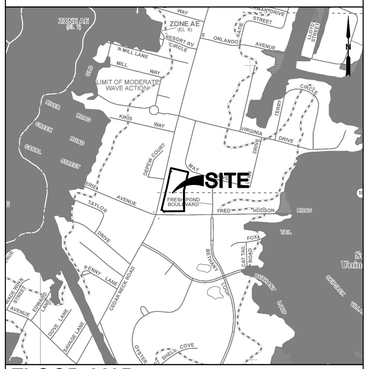
COASTAL CORNER

BALTIMORE HUNDRED
SUSSEX COUNTY, DELAWARE

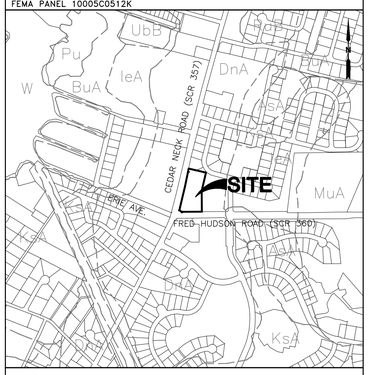
DBF # 1998D007
SITE PLAN
S-19-12 & CU 2130
OCTOBER, 2019



LOCATION MAP SCALE: 1"=800'



FLOOD MAP SCALE: 1"=800'
FEMA PANEL 10005C0512K



SOILS MAP SCALE: 1"=1500'

AsA: ASKECKSY LOAMY SAND; 0 TO 2 PERCENT SLOPES
BuA: BROCKATONORTON-URBAN LAND COMPLEX; 0 TO 2 PERCENT SLOPES
DnA: DOWNER LOAMY SAND; 0 TO 2 PERCENT SLOPES
IeA: INGLESIDE LOAMY SAND; 0 TO 2 PERCENT SLOPES
KsA: KLEJ LOAMY SAND; 0 TO 2 PERCENT SLOPES
MuA: MULLICA-BERRYLAND COMPLEX; 0 TO 2 PERCENT SLOPES
Pu: PURNELL PEAT; VERY FREQUENTLY FLOODED, TIDAL
RuB: RUNCLINT LOAMY SAND; 2 TO 5 PERCENT SLOPES
UbB: UDORTHENTS; BORROW AREA, 0 TO 5 PERCENT SLOPES
W: WATER

DATA COLUMN

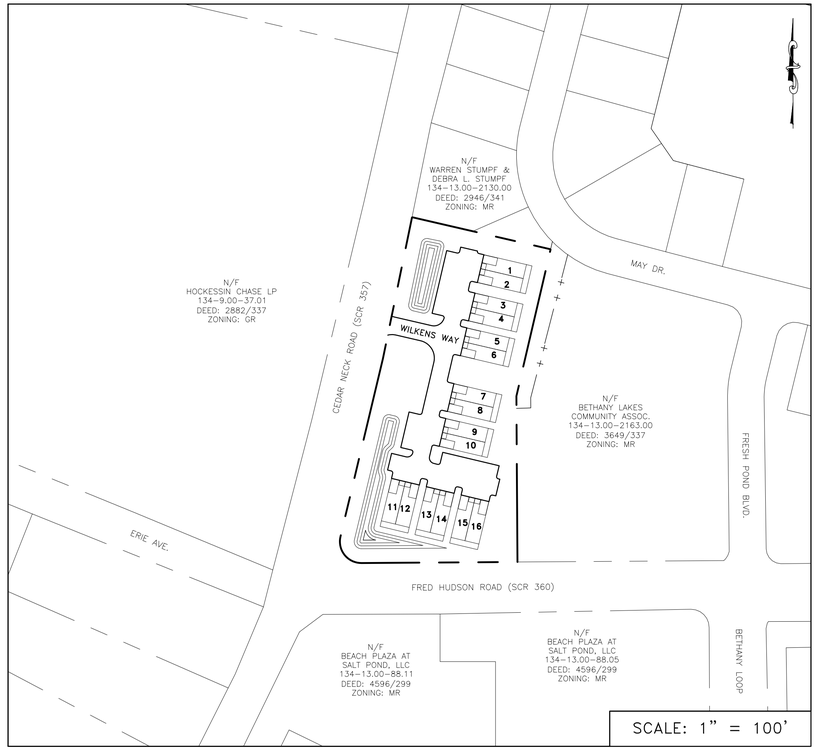
TAX MAP NUMBER:	1-34-13.00-72.00, 72.01
DATUM	
HORIZONTAL:	NAD 83 (DE STATE PLANE)
VERTICAL:	NAVD 88
EXISTING ZONING:	MR
EXISTING USE:	SINGLE-FAMILY RESIDENTIAL
PROPOSED USE:	16 DUPLEXES WITH POOL HOUSE
SITE AREA	
PARCEL 72.00:	1.382 AC.
PARCEL 72.01:	1.000 AC.
EXISTING TOTAL:	2.382 AC.
(-) RIGHT-OF-WAY DEDICATION:	0.126 AC.
NET SITE AREA:	2.256 AC.
DENSITY:	7.09 UNITS/ACRE
TOTAL OPEN SPACE:	1.195 AC. (53%)
NET DEVELOPMENT AREA:	2.021 AC.
BUILDINGS:	0.426 AC.
IMPERVIOUS:	0.635 AC.
OPEN SPACE:	1.195 AC.
TOTAL:	2.256 AC.
MINIMUM ZONING REQUIREMENTS	
MIN. LOT AREA:	3,630 SQ. FT.
MAX. DUPLEX BLOCK:	8 UNITS < 170' WIDE
MIN. DUPLEX WIDTH:	16'
PROPOSED DUPLEX WIDTH:	20'
SETBACKS	
FRONT:	40'
FRONT/SIDE (FRED HUDSON):	15'
SIDE:	10'
REAR:	10'
FORESTED BUFFER:	20'
PROPOSED BUILDING HEIGHT:	42' MAXIMUM
PROPOSED BUILDING CONSTRUCTION:	WOOD/CONCRETE BLOCK
PARKING	
REQUIRED:	2 PER UNIT - 32 SPOTS
PROPOSED:	40 SPOTS
SIZE:	162 SQ. FT. - 9'X18'

2015 STATE STRATEGIES INVESTMENT LEVEL: 3

THE PROPERTY IS NOT LOCATED IN OR ADJACENT TO A TRANSPORTATION IMPROVEMENT DISTRICT (TID).

WETLANDS: THE PROPERTY IS NOT IMPACTED BY THE 100 YEAR FLOODPLAIN AS DETERMINED BY FEMA PANEL 10005C0512K DATED MARCH 15, 2015.

UTILITIES	
WATER:	PRIVATE (SUSSEX SHORES)
SEWER:	SUSSEX COUNTY (UNIFIED SSD - CEDAR NECK AREA)
LAT/LON:	
IRON ROD CAP SET:	
BENCHMARK #1:	WEST SIDE OF SITE, LAT:38.5568, LON:75.0835
BENCHMARK #2:	EAST SIDE OF SITE, LAT:38.5566, LON:75.0830
CEDAR NECK ROAD POSTED SPEED LIMIT:	35 MPH
OWNER/DEVELOPER:	THE EVERGREENE COMPANIES, LLC. 701 BETHANY LOOP, SUITE 2, BETHANY BEACH, DE 19930 (701) 667-7878
PREPARED BY:	DAVIS, BOWEN, AND FRIEDEL, INC. 1 PARK AVE. MILFORD, DE 19963 302-424-1441



SCALE: 1" = 100'

LEGEND

- PROPERTY BOUNDARY LINE
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED BUILDING SETBACK LINE
- PROPOSED EASEMENT LINE
- EXISTING PROPERTY LINE
- EX-RW — EXISTING RIGHT-OF-WAY LINE
- FORESTED BUFFER LINE
- (##) PROPERTY LABEL
- CONCRETE MONUMENT SET
- ○ IPF IRON PIPE FOUND

SHEET INDEX

SITE PLAN TITLE SHEET	C-100
SITE PLAN	C-101
LANDSCAPE / FORESTED BUFFER PLAN	L-101

CONDITIONS OF APPROVAL (ORDINANCE #2609, CU 2130)

APPROVED BY SUSSEX COUNTY COUNCIL OCTOBER 30, 2018

A. THE MAXIMUM NUMBER OF TOWNHOUSE UNITS SHALL BE 16.

B. AS PROVIDED BY SECTION 115-218 OF THE ZONING CODE, THERE SHALL BE A FORESTED OR LANDSCAPED BUFFER INSTALLED AROUND THE ENTIRE PERIMETER OF THE PROJECT IN COMPLIANCE WITH SECTION 99-5 OF THE CODE OF SUSSEX COUNTY. THE NORTH SIDE SHALL HAVE A BUFFER UP TO 25 FT. TO ACCOMMODATE THE EXISTING VEGETATION.

C. ALL ENTRANCES, INTERSECTION, ROADWAY AND MULTI-MODAL IMPROVEMENTS SHALL BE COMPLETED BY THE DEVELOPER IN ACCORDANCE WITH ALL DELDOT REQUIREMENTS.

D. THE PROJECT SHALL BE SERVED BY SUSSEX COUNTY SEWER. THE DEVELOPER SHALL COMPLY WITH ALL SUSSEX COUNTY ENGINEERING DEPARTMENT REQUIREMENTS INCLUDING ANY OFFSITE UPGRADES NECESSARY TO PROVIDE SERVICE TO THE PROJECT.

E. THE PROJECT SHALL BE SERVED BY CENTRAL WATER TO PROVIDE DRINKING WATER AND FIRE PROTECTION.

F. INTERIOR STREET DESIGN SHALL MEET OR EXCEED THE SUSSEX COUNTY STREET DESIGN REQUIREMENTS.

G. ALL CONSTRUCTION AND SITE WORK ON THE PROPERTY, INCLUDING DELIVERIES OF MATERIALS TO OR FROM THE PROPERTY, SHALL ONLY OCCUR BETWEEN 7:00 A.M. AND 6:00 P.M., MONDAY THROUGH FRIDAY; BETWEEN 8:00 A.M. AND 2:00 P.M. ON SATURDAY.

H. NO OTHER OUTDOOR CONSTRUCTION ACTIVITIES SHALL OCCUR AT THE SITE EXCEPT BETWEEN THE HOURS OF 7:00 A.M. THROUGH 6:00 P.M., MONDAY THROUGH FRIDAY, AND 8:00 A.M. THROUGH 2:00 P.M. ON SATURDAYS. THERE SHALL BE NO CONSTRUCTION ACTIVITIES AT THE SITE ON SUNDAYS.

I. STREET NAMING AND ADDRESSING SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE COUNTY MAPPING AND ADDRESSING DEPARTMENTS.

J. THE APPLICANT SHALL FORM A CONDOMINIUM ASSOCIATION RESPONSIBLE FOR THE PERPETUAL MAINTENANCE, REPAIR AND REPLACEMENT OF THE ROADS, THE BUFFERS AND LANDSCAPING, STORMWATER MANAGEMENT FACILITIES, EROSION AND SEDIMENT CONTROL FACILITIES AND OTHER COMMON ELEMENTS.

K. THE STORMWATER MANAGEMENT SYSTEM SHALL MEET OR EXCEED THE REQUIREMENTS OF THE STATE AND COUNTY. IT SHALL BE CONSTRUCTED AND MAINTAINED USING BEST MANAGEMENT PRACTICES.

L. THE FINAL SITE PLAN SHALL CONTAIN THE APPROVAL OF THE SUSSEX COUNTY CONSERVATION DISTRICT FOR THE DESIGN AND LOCATION OF ALL STORMWATER MANAGEMENT AREAS AND EROSION AND SEDIMENTATION CONTROL FACILITIES.

M. AS STATED BY THE APPLICANT, THERE SHALL BE A SWIMMING POOL AND POOL HOUSE INSTALLED ON THE PREMISES. THE SWIMMING POOL SHALL BE AT LEAST 15 FEET BY 35 FEET IN SIZE.

N. THE FINAL SITE PLAN SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE SUSSEX COUNTY PLANNING AND ZONING COMMISSION.

GENERAL NOTES:

1. ALL ENTRANCES SHALL CONFORM TO THE DELAWARE DEPARTMENT OF TRANSPORTATION'S (DELDOT'S) CURRENT DEVELOPMENT COORDINATION MANUAL (DCM) AND SHALL BE SUBJECT TO ITS APPROVAL.
2. NO LANDSCAPING SHALL BE ALLOWED WITHIN R/W UNLESS THE PLANS ARE COMPLIANT WITH SECTION 3.7 OF THE DEVELOPMENT COORDINATION MANUAL (DCM).
3. 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.
4. 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 ACTION SHALL BE COMPLETED AT DELDOT'S DISCRETION, AND IN CONFORMANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL.
5. INTERNAL STREETS CONSTRUCTED WITHIN THE DEVELOPMENT ARE PRIVATE AS SHOWN ON THIS PLAN AND ARE TO BE MAINTAINED BY THE DEVELOPER, PROPERTY OWNERS OR BOTH. THE STATE OF DELAWARE ASSUMES NO MAINTENANCE RESPONSIBILITIES FOR THE FUTURE MAINTENANCE OF THESE STREETS.
6. 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 OF THE SIDEWALK.
7. ALL UNITS SHALL HAVE ACCESS FROM THE INTERNAL STREET.
8. ALL FIRE LANES, FIRE HYDRANTS, AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE DELAWARE STATE FIRE PREVENTION REGULATIONS. BUILDING CONSTRUCTION TO BE MASONRY AND WOOD.
9. AFTER THE CREATION OF THE COMMUNITY'S HOMEOWNER'S ASSOCIATION ALL BUFFER AREAS, AND THE STORMWATER MANAGEMENT AREA, SHALL BE OWNED AND MAINTAINED BY THE COMMUNITY'S HOMEOWNER'S ASSOCIATION. THE DEVELOPER SHALL MAINTAIN THESE AREAS UNTIL THE COMMUNITY HOMEOWNER'S ASSOCIATION IS ESTABLISHED.
10. BOUNDARY AND TOPOGRAPHICAL INFORMATION SHOWN ON THIS PLAN ARE THE RESULT OF A FIELD RUN SURVEY PERFORMED BY DAVIS, BOWEN AND FRIEDEL, INC. (DBF) IN DECEMBER 2017, SEPTEMBER 2019 AND INFORMATION FOUND AT THE RECORDER OF DEEDS OFFICE FOR SUSSEX COUNTY.
11. THIS PLAN DOES NOT VERIFY THE LOCATION, EXISTENCE, OR NON-EXISTENCE OF EASEMENTS OR RIGHT-OF-WAYS CROSSING THE SUBJECT PROPERTY AS NO TITLE SEARCH WAS PERFORMED OR PROVIDED.
12. THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MONUMENTS IN ACCORDANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL.
13. THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MARKERS TO PROVIDE 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.
14. A BLANKET EASEMENT OVER ALL PAVED AREAS & UTILITIES IS HEREBY ESTABLISHED FOR SUSSEX COUNTY FOR ACCESS AND MAINTENANCE.

OPEN SPACE MANAGEMENT PLAN

1. ALL COMMON AREAS COVERED WITH GRASS SHALL BE PERIODICALLY MAINTAINED ON A BASIS DETERMINED BY THE MAINTENANCE CORPORATION/HOMEOWNER'S ASSOCIATION.
2. ALL ACTIVE OPEN SPACE AMENITIES SHALL BE INSPECTED ANNUALLY TO ENSURE THEY ARE SAFE FOR PLAY AND REPAIRED AS REQUIRED.
3. ALL SWM AREAS ARE TO BE INSPECTED ANNUALLY AND AFTER A RAIN EVENT GREATER THAN 2" IN A 24 HOUR PERIOD.
4. ALL SWM AREAS WILL BE MAINTAINED IN ACCORDANCE WITH DESIGN AND SPECIFICATIONS FOR THE SPECIFIC SWM AREA. THIS INFORMATION WILL BE PROVIDED TO THE MAINTENANCE CORPORATION / HOMEOWNER'S ASSOCIATION PRIOR TO TURNOVER.

DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS, ENGINEERS & SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441
EASTON, MARYLAND (410) 770-4744

OWNER'S CERTIFICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED ON THIS PLAN, THAT THE PLAN WAS MADE BY MY DIRECTION AND THAT I ACKNOWLEDGE THE SAME TO BE MY ACT AND DESIRE THE PLAN TO BE RECORDED AS SHOWN IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

THE EVERGREENE COMPANIES DATE
C/O RON WILKENS
701 BETHANY LOOP, SUITE 2
BETHANY BEACH, DELAWARE 19930
PHONE: 443-669-3987

ENGINEER'S STATEMENT

I, CLIFTON D. MUMFORD, P.E., HEREBY STATE THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

DAVIS, BOWEN & FRIEDEL, INC. DATE
by CLIFTON D. MUMFORD, P.E.

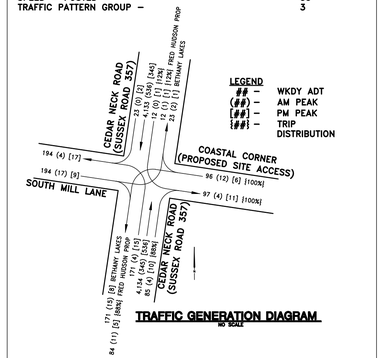
SUSSEX CONSERVATION DISTRICT

SUSSEX COUNTY PLANNING & ZONING APPROVAL

SUSSEX COUNTY PLANNING & ZONING STAFF DATE

C-100

ROAD		
CEDAR NECK ROAD (SUSSEX ROAD 357)		
FUNCTIONAL CLASSIFICATION – MAJOR COLLECTOR		
AADT (2018 DELAWARE VEHICLE VOLUME SUMMARY)	=	7,127
10 YR PROJECTED AADT = 1.16 X 7,127	=	8,267
10 YR PROJECTED AADT + SITE ADT NORTH OF SITE (24)	=	8,291
10 YR PROJECTED AADT + SITE ADT SOUTH OF SITE (169)	=	8,436
PEAK HOUR = 8,267 X 10.66%	=	881
DIRECTIONAL SPLIT = 60.83% / 39.17%	=	536/345
9.34% TRUCK % X 881	=	82
SPEED – POSTED –		35
TRAFFIC PATTERN GROUP –		3



TRAFFIC GENERATION DIAGRAM
NO SCALE

SITE TRIPS GENERATED – PROPOSED

TYPE OF DEV	ITE CODE	UNITS	AM	WKDY PM	ADT
SINGLE-FAMILY	210	16	16	17	193

NOTES:
1. TRIP GENERATION IS BASED ON ITE TRIP GENERATION MANUAL, 10TH EDITION
2. DESIGN VEHICLE: SU-30
3. TRIP DISTRIBUTIONS FOR BAYSIDE AT BETHANY LAKES AND COASTAL CORNER ARE CONSISTENT WITH THE TRAVEL DEMAND MODEL (TDM) TRIP DISTRIBUTION PROVIDED BY DELDOT FOR THE FRED HUDSON PROPERTY SITE
4. ONE (1) FULL SITE ACCESS PROPOSED

TRAFFIC DIAGRAM
NO SCALE

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
RC–1	30.00'	54.35'	47.22'	N 38°29'11" W	103°47'53"

SITE LEGEND:

- (A) 8'x18' HANDICAP PARKING SPACE WITH SIGN
- (B) CONCRETE SIDEWALK
- (C) DUMPSTER PAD
- (D) MAILBOXES
- (E) CURB RAMP
- (F) I.P.C.C. CURB & GUTTER TYPE 3–6
- (G) SUBDIVISION SIGN (SIZE AND LOCATION TO BE DETERMINED)
- (H) PARKING BUMPER
- (I) RESERVED
- (J) 4' ARCHITECTURAL SAFETY FENCE
- (K) 4' SAFETY GATE WITH PANIC HARDWARE
- (L) LIGHT POLES (FINAL LOCATION SUBJECT TO CHANGE)
- (M) P.C.C. CURB MODIFIED TYPE 1–6 (SEE DETAIL, SHEET C–201)

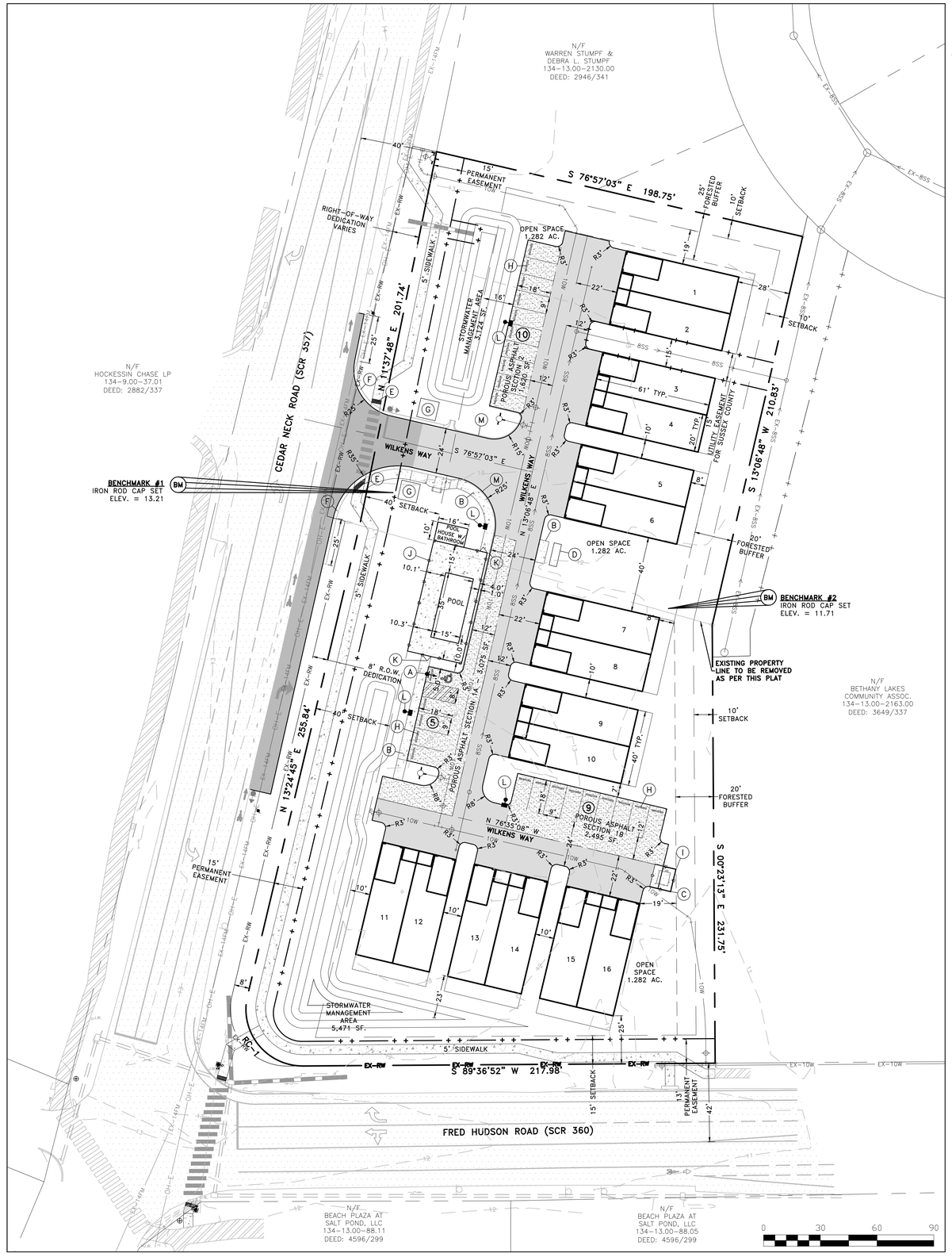
INTERNAL SITE PAVEMENT (SEE DETAIL, SHEET C–201)

PROPOSED POROUS PAVEMENT (SEE DETAIL, SHEET C–201)

ENTRANCE PAVEMENT (SEE DETAIL, SHEET C–201)

LEGEND

- PROPERTY BOUNDARY LINE
- PROPOSED RIGHT–OF–WAY LINE
- PROPOSED BUILDING SETBACK LINE
- PROPOSED EASEMENT LINE
- EXISTING PROPERTY LINE
- EX–RW EXISTING RIGHT–OF–WAY LINE
- FORESTED BUFFER LINE
- 4' ARCHITECTURAL SAFETY FENCE
- (##) PROPERTY LABEL
- CONCRETE MONUMENT SET
- ○ IPF IRON PIPE FOUND



DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543–9091
MIDDLETOWN, DELAWARE (302) 378–1386
EASTON, MARYLAND (410) 770–4744

COASTAL CORNER
BALTIMORE HUNDRED
SUSSEX COUNTY, DELAWARE

SITE PLAN

Revisions:
2020–02–07 SCD, SCE, DELDOT SCPW, FM
2020–03–20 SCD
2020–04–03 SCEPW

Date: OCTOBER, 2019
Scale: 1" = 30'
Dwn.By: TAJ
Proj.No.: 1998D007
Dwg.No.: C–101

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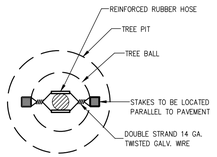
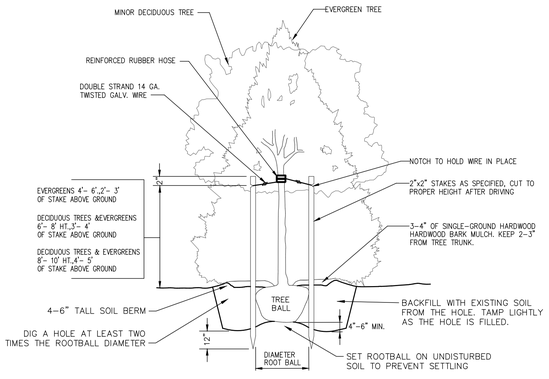
GENERAL LANDSCAPE NOTES

1. QUALITY AND SIZE OF PLANTS, SPREAD OF ROOTS, AND SIZE OF ROOT BALLS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN "AMERICAN STANDARDS FOR NURSERY STOCK".
2. CONTRACTOR SHALL BE REQUIRED TO GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR AFTER INSTALLATION IS COMPLETE AND FINAL ACCEPTANCE OF PHASE I SITE WORK HAS BEEN GIVEN. AT THE END OF ONE YEAR ALL PLANT MATERIAL WHICH IS DEAD OR DYING SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AS ORIGINALLY SPECIFIED.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND MAY MAKE MINOR ADJUSTMENTS IN SPACING AND/OR LOCATION OF PLANT MATERIALS. CONTRACTOR TO VERIFY "AS BUILT" LOCATION OF ALL UTILITIES.
4. NO SUBSTITUTIONS SHALL BE MADE WITHOUT APPROVAL OF THE OWNER.
5. ALL AREAS NOT STABILIZED IN PAVING OR PLANT MATERIALS SHOULD BE SEEDED AND MULCHED. (SEE EROSION & SEDIMENT CONTROL PLAN.)
6. EVERGREEN TREES SHALL HAVE A FULL, WELL-BRANCHED, CONICAL FORM TYPICAL OF THE SPECIES.
7. ALL DECIDUOUS SHADE TREES SHALL BRANCH A MINIMUM OF 7'-0" ABOVE GROUND LEVEL. TREES SHALL BE PLANTED AND STAKED IN ACCORDANCE WITH THE STAKING DETAIL SHOWN.
8. THE FULL EXTENT OF ALL PLANTING BEDS SHALL RECEIVE 4" OF TOPSOIL AND 3" OF SHREDDED HARDWOOD MULCH PER SPECIFICATIONS.
9. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTINGS SHOWN ON THIS DRAWING AND AS SPECIFIED.
10. ALL PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE AS THE PLANT'S ORIGINAL GRADE BEFORE DIGGING.
11. THE CONTRACTOR SHALL WATER ALL PLANTS THOROUGHLY TWICE DURING THE FIRST 24-HOUR PERIOD AFTER PLANTING, AND THEN WEEKLY OR MORE OFTEN, IF NECESSARY, DURING THE FIRST GROWING SEASON.



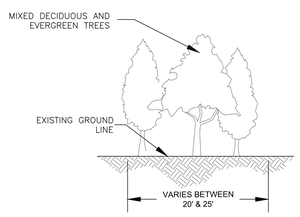
PLAN



SECTION

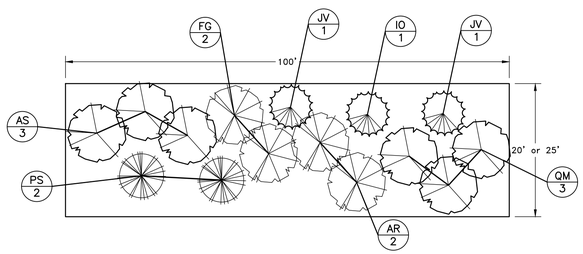
STAKING DETAIL

NO SCALE



BUFFER DETAIL

NOT TO SCALE



TYPICAL FORESTED BUFFER 100' X 20'

NOT TO SCALE

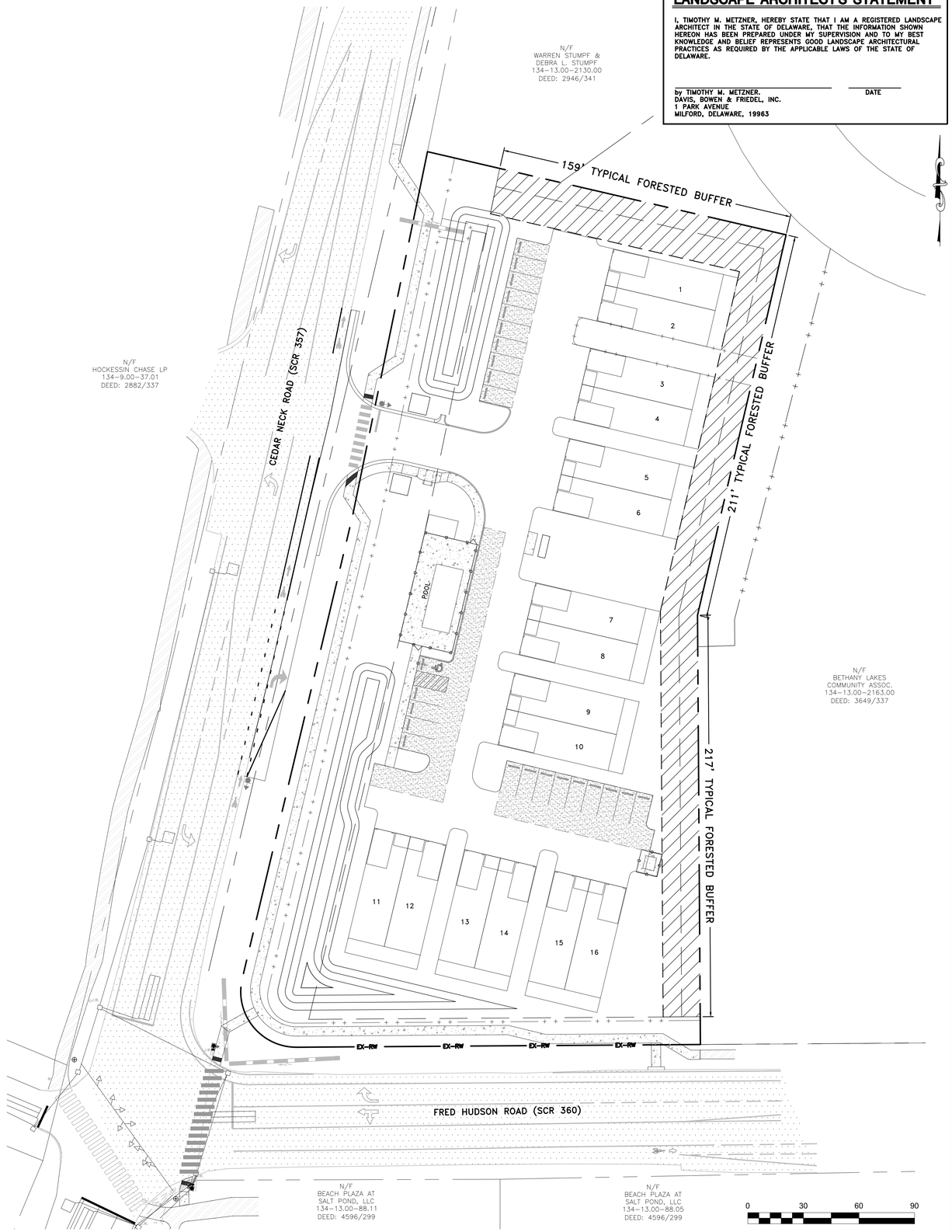
FORESTED BUFFER PLANT SCHEDULE

SYMBOL	KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
		DECIDUOUS TREE			
	AR	ACER rubrum	RED MAPLE	1 3/4 – 2" Cal., B&B	17
	AS	ACER saccharum 'GREEN MOUNTAIN	SUGAR MAPLE	1 3/4 – 2" Cal., B&B	25
	QM	QUERCUS phellos	WILLOW OAK	1 3/4 – 2" Cal., B&B	25
	FG	FAGUS grandifolia	AMERICAN BEECH	1 3/4 – 2" Cal., B&B	17
				TOTAL	84
		EVERGREEN TREE			
	PS	PINUS strobus	EASTERN WHITE PINE	5'-6' Ht., B&B	17
	JV	JUNIPERUS virginiana	EASTERN RED CEDAR	5'-6' Ht., B&B	9
	IO	ILEX opaca	AMERICAN HOLLY	5'-6' Ht., B&B	9
				TOTAL	35

LANDSCAPE ARCHITECT'S STATEMENT

I, TIMOTHY M. METZNER, HEREBY STATE THAT I AM A REGISTERED LANDSCAPE ARCHITECT IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD LANDSCAPE ARCHITECTURAL PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

by TIMOTHY M. METZNER. DATE
DAVIS, BOWEN & FRIEDEL, INC.
1 PARK AVENUE
MILFORD, DELAWARE, 19963



DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
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EASTON, MARYLAND (410) 770-4744

LANDSCAPE / FORESTED BUFFER PLAN

COASTAL CORNER
BALTIMORE HUNDRED
SUSSEX COUNTY, DELAWARE

Revisions:
2020-02-07 SCD, SCE, DELDOT SCPW, FM
2020-03-20 SCD
2020-04-03 SCEPW

Date: OCTOBER, 2019
Scale: 1" = 30'
Dwn.By: TAJ
Proj.No.: 1998D007
Dwg.No.: L-101

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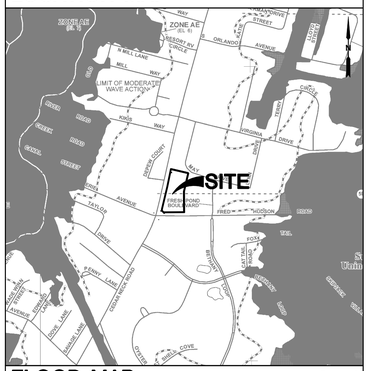
COASTAL CORNER

BALTIMORE HUNDRED
SUSSEX COUNTY, DELAWARE

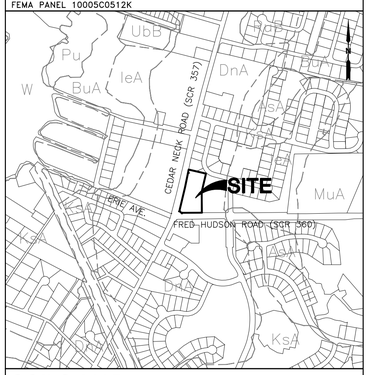
DBF # 1998D007
RECORD PLAN
S-19-12 & CU 2130
OCTOBER, 2019



LOCATION MAP SCALE: 1"=800'



FLOOD MAP SCALE: 1"=800'
FEMA PANEL 10005C0512K



SOILS MAP SCALE: 1"=1500'

AsA: ASKECKSY LOAMY SAND; 0 TO 2 PERCENT SLOPES
BuA: BROCKATONORTON-URBAN LAND COMPLEX; 0 TO 2 PERCENT SLOPES
DnA: DOWNER LOAMY SAND; 0 TO 2 PERCENT SLOPES
IeA: INGLESIDE LOAMY SAND; 0 TO 2 PERCENT SLOPES
KsA: KLEJ LOAMY SAND; 0 TO 2 PERCENT SLOPES
MuA: MULLICA-BERRYLAND COMPLEX; 0 TO 2 PERCENT SLOPES
Pu: PURNELL PEAT; VERY FREQUENTLY FLOODED. TIDAL
RuB: RUNCLINT LOAMY SAND; 2 TO 5 PERCENT SLOPES
UbB: UDORTHENTS; BORROW AREA, 0 TO 5 PERCENT SLOPES
W: WATER

DATA COLUMN

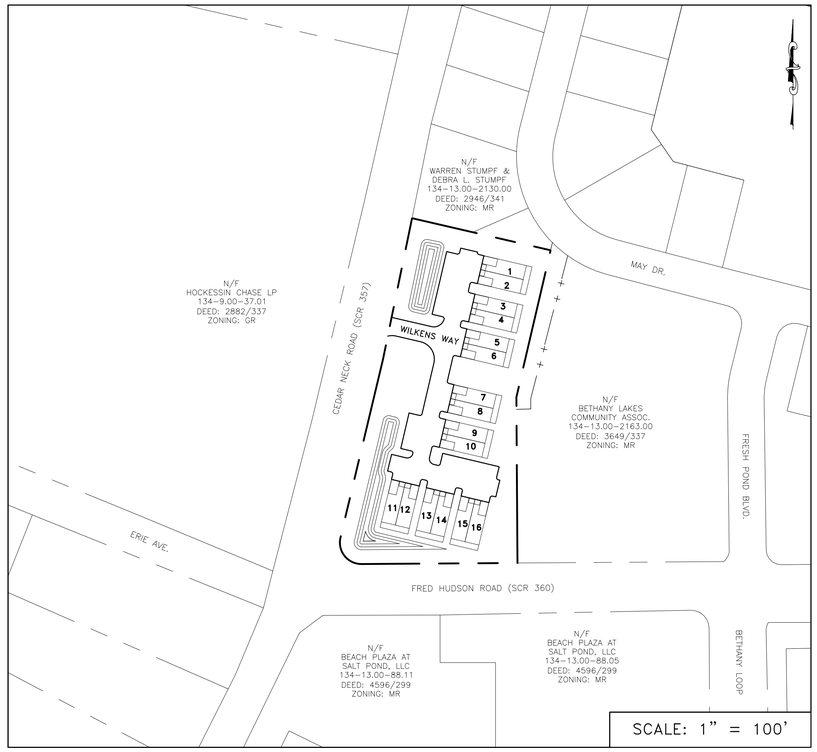
TAX MAP NUMBER:	1-34-13.00-72.00, 72.01
DATUM	
HORIZONTAL:	NAD 83 (DE STATE PLANE)
VERTICAL:	NAVD 88
EXISTING ZONING:	MR
EXISTING USE:	SINGLE-FAMILY RESIDENTIAL
PROPOSED USE:	16 DUPLEXES WITH POOL HOUSE
SITE AREA	
PARCEL 72.00:	1.382 AC.
PARCEL 72.01:	1.000 AC.
EXISTING TOTAL:	2.382 AC.
(-) RIGHT-OF-WAY DEDICATION:	0.126 AC.
NET SITE AREA:	2.256 AC.
DENSITY:	7.09 UNITS/ACRE
TOTAL OPEN SPACE:	1.282 AC. (57%)
NET DEVELOPMENT AREA:	2.021 AC.
DUPLEXES:	0.448 AC.
POOL & POOL HOUSE:	0.055 AC.
ROAD & PARKING:	0.464 AC.
OTHER IMPERVIOUS:	0.167 AC.
SWM PONDS:	0.197 AC.
PERVIOUS AREAS:	0.925 AC.
TOTAL:	2.256 AC.
MINIMUM ZONING REQUIREMENTS	
MIN. LOT AREA:	3,630 SQ. FT.
MAX. DUPLEX BLOCK:	8 UNITS < 170' WIDE
MIN. DUPLEX WIDTH:	16'
PROPOSED DUPLEX WIDTH:	20'
SETBACKS	
FRONT:	40'
FRONT/SIDE (FRED HUDSON):	15'
SIDE:	10'
REAR:	10'
FORESTED BUFFER:	20'
PROPOSED BUILDING HEIGHT:	42' MAXIMUM
PROPOSED BUILDING CONSTRUCTION:	WOOD/CONCRETE BLOCK
PARKING	
REQUIRED:	2 PER UNIT = 32 SPOTS
PROPOSED:	40 SPOTS
SIZE:	162 SQ. FT. = 9'X18'

2015 STATE STRATEGIES INVESTMENT LEVEL: 3

THE PROPERTY IS NOT LOCATED IN OR ADJACENT TO A TRANSPORTATION IMPROVEMENT DISTRICT (TID).

WETLANDS: THE PROPERTY IS NOT IMPACTED BY THE 100 YEAR FLOODPLAIN AS DETERMINED BY FEMA PANEL 10005C0512K DATED MARCH 15, 2015.

UTILITIES	
WATER:	PRIVATE (SUSSEX SHORES)
SEWER:	SUSSEX COUNTY (UNIFIED SSD - CEDAR NECK AREA)
LAT/LON:	
IRON ROD CAP SET:	
BENCHMARK #1:	WEST SIDE OF SITE, LAT:38.5568, LON:75.0835
BENCHMARK #2:	EAST SIDE OF SITE, LAT:38.5566, LON:75.0830
CEDAR NECK ROAD POSTED SPEED LIMIT:	35 MPH
OWNER/DEVELOPER:	THE EVERGREENE COMPANIES, LLC. 701 BETHANY LOOP, SUITE 2, BETHANY BEACH, DE 19930 (701) 667-7878
PREPARED BY:	DAVIS, BOWEN, AND FRIEDEL, INC. 1 PARK AVE. MILFORD, DE 19963 302-424-1441



LEGEND

- PROPERTY BOUNDARY LINE
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED BUILDING SETBACK LINE
- PROPOSED EASEMENT LINE
- EXISTING PROPERTY LINE
- EX-RW — EXISTING RIGHT-OF-WAY LINE
- FORESTED BUFFER LINE
- (##) PROPERTY LABEL
- CONCRETE MONUMENT SET
- ○ IPF IRON PIPE FOUND

SHEET INDEX	
RECORD PLAN - TITLE	V-100
RECORD PLAN	V-101

GENERAL NOTES:

1. ALL ENTRANCES SHALL CONFORM TO THE DELAWARE DEPARTMENT OF TRANSPORTATION'S (DELDOT'S) CURRENT DEVELOPMENT COORDINATION MANUAL (DCM) AND SHALL BE SUBJECT TO ITS APPROVAL.
2. NO LANDSCAPING SHALL BE ALLOWED WITHIN R/W UNLESS THE PLANS ARE COMPLIANT WITH SECTION 3.7 OF THE DEVELOPMENT COORDINATION MANUAL (DCM).
3. 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.
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9. AFTER THE CREATION OF THE COMMUNITY'S HOMEOWNER'S ASSOCIATION ALL BUFFER AREAS, AND THE STORMWATER MANAGEMENT AREA, SHALL BE OWNED AND MAINTAINED BY THE COMMUNITY'S HOMEOWNER'S ASSOCIATION. THE DEVELOPER SHALL MAINTAIN THESE AREAS UNTIL THE COMMUNITY HOMEOWNER'S ASSOCIATION IS ESTABLISHED.
10. BOUNDARY AND TOPOGRAPHICAL INFORMATION SHOWN ON THIS PLAN ARE THE RESULT OF A FIELD RUN SURVEY PERFORMED BY DAVIS, BOWEN AND FRIEDEL, INC. (DBF) IN DECEMBER 2017, SEPTEMBER 2019 AND INFORMATION FOUND AT THE RECORDER OF DEEDS OFFICE FOR SUSSEX COUNTY.
11. THIS PLAN DOES NOT VERIFY THE LOCATION, EXISTENCE, OR NON-EXISTENCE OF EASEMENTS OR RIGHT-OF-WAYS CROSSING THE SUBJECT PROPERTY AS NO TITLE SEARCH WAS PERFORMED OR PROVIDED.
12. THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MONUMENTS IN ACCORDANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL.
13. THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MARKERS TO PROVIDE 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.
14. A BLANKET EASEMENT OVER ALL PAVED AREAS & UTILITIES IS HEREBY ESTABLISHED FOR SUSSEX COUNTY FOR ACCESS AND MAINTENANCE.

OPEN SPACE MANAGEMENT PLAN

1. ALL COMMON AREAS COVERED WITH GRASS SHALL BE PERIODICALLY MAINTAINED ON A BASIS DETERMINED BY THE MAINTENANCE CORPORATION/HOMEOWNER'S ASSOCIATION.
2. ALL ACTIVE OPEN SPACE AMENITIES SHALL BE INSPECTED ANNUALLY TO ENSURE THEY ARE SAFE FOR PLAY AND REPAIRED AS REQUIRED.
3. ALL SWM AREAS ARE TO BE INSPECTED ANNUALLY AND AFTER A RAIN EVENT GREATER THAN 2" IN A 24 HOUR PERIOD.
4. ALL SWM AREAS WILL BE MAINTAINED IN ACCORDANCE WITH DESIGN AND SPECIFICATIONS FOR THE SPECIFIC SWM AREA. THIS INFORMATION WILL BE PROVIDED TO THE MAINTENANCE CORPORATION / HOMEOWNER'S ASSOCIATION PRIOR TO TURNOVER.

DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS, ENGINEERS & SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441
EASTON, MARYLAND (410) 770-4744

OWNER'S CERTIFICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED ON THIS PLAN, THAT THE PLAN WAS MADE BY MY DIRECTION AND THAT I ACKNOWLEDGE THE SAME TO BE MY ACT AND DESIRE THE PLAN TO BE RECORDED AS SHOWN IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

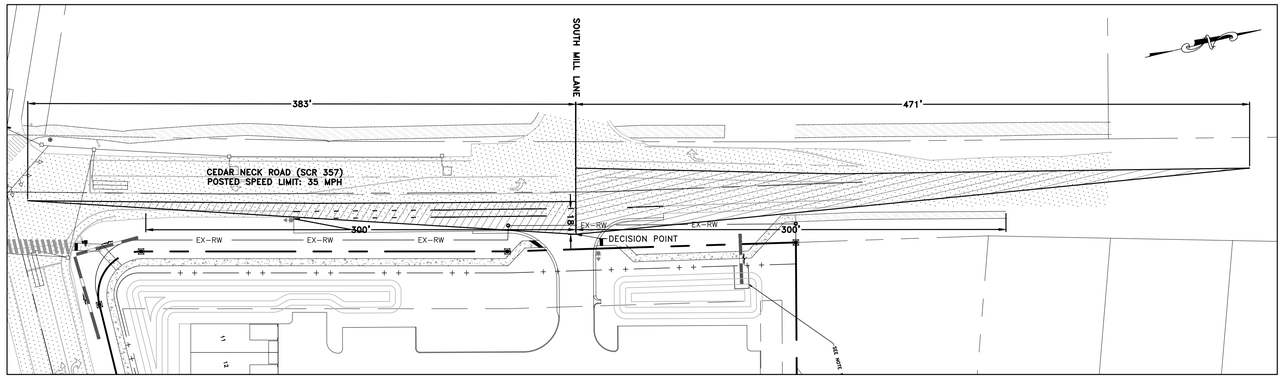
THE EVERGREENE COMPANIES DATE
C/O RON WILKENS
701 BETHANY LOOP, SUITE 2
BETHANY BEACH, DELAWARE 19930
PHONE: 443-669-3987

ENGINEER'S STATEMENT

I, CLIFTON D. MUMFORD, P.E., HEREBY STATE THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

DAVIS, BOWEN & FRIEDEL, INC. DATE
by CLIFTON D. MUMFORD, P.E.

V-100

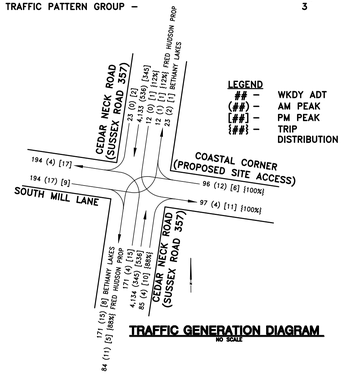


CEDAR NECK ROAD SIGHT DISTANCE

SCALE: 1" = 50'

ROAD
CEDAR NECK ROAD (SUSSEX ROAD 357)
FUNCTIONAL CLASSIFICATION – MAJOR COLLECTOR

AADT (2018 DELAWARE VEHICLE VOLUME SUMMARY)	=	7,127
10 YR PROJECTED AADT = 1.16 X 7,127	=	8,267
10 YR PROJECTED AADT + SITE ADT NORTH OF SITE (24)	=	8,291
10 YR PROJECTED AADT + SITE ADT SOUTH OF SITE (169)	=	8,436
PEAK HOUR = 8,267 X 10.66%	=	881
DIRECTIONAL SPLIT = 60.83% / 39.17%	=	536/345
9.34% TRUCK % X 881	=	82
SPEED – POSTED –		35
TRAFFIC PATTERN GROUP –		3



TRAFFIC GENERATION DIAGRAM

NO SCALE

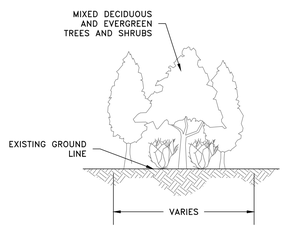
SITE TRIPS GENERATED – PROPOSED

TYPE OF DEV.	ITE CODE	UNITS	AM	PM	WKDY ADT
SINGLE-FAMILY	210	16	16	17	193

NOTES:
1. TRIP GENERATION IS BASED ON ITE TRIP GENERATION MANUAL, 10TH EDITION
2. DESIGN VEHICLE: SU-30
3. TRIP DISTRIBUTIONS FOR BAYSIDE AT BETHANY LAKES AND COASTAL CORNER ARE CONSISTENT WITH THE TRAVEL DEMAND MODEL (TDM) TRIP DISTRIBUTION PROVIDED BY DELDOT FOR THE FRED HUDSON PROPERTY SITE
4. ONE (1) FULL SITE ACCESS PROPOSED

TRAFFIC DIAGRAM

NO SCALE



BUFFER DETAIL

NO SCALE

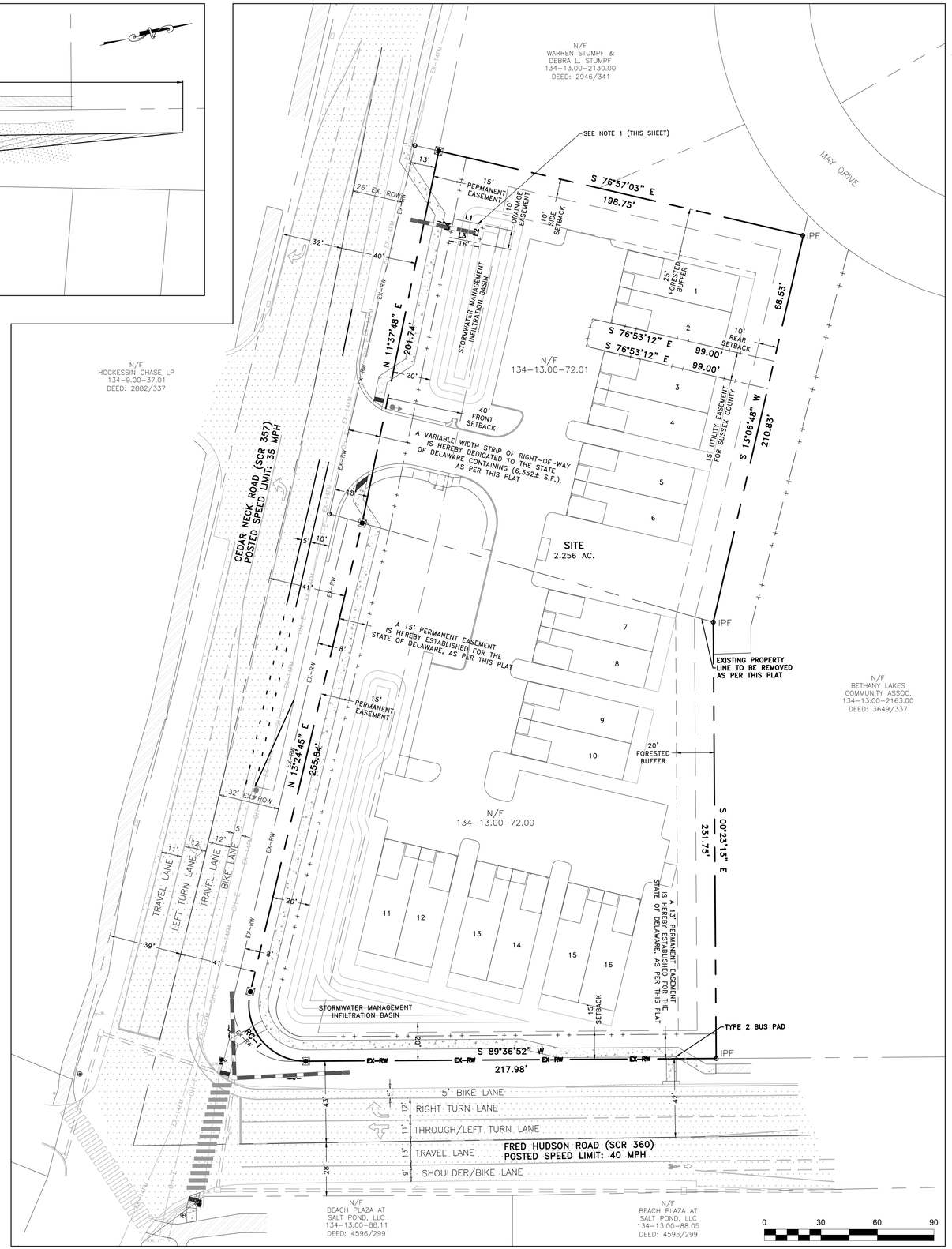
NOTES:
1. A 10-FOOT WIDE PERMANENT EASEMENT CONTAINING 160 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT, FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.
2. IF DELDOT NEEDS TO REMOVE THE FENCE LOCATED WITHIN THE PERMANENT EASEMENT ALONG FRED HUDSON ROAD IN THE FUTURE, THE FENCE WILL BE REMOVED AT THE OWNER'S EXPENSE.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
RC-1	30.00'	54.35'	47.22'	N 38°29'11" W	103°47'53"

DRAINAGE EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	S 78°29'48" E	15.99'
L2	S 11°30'14" W	10.00'
L3	N 78°29'46" W	16.01'
L4	N 11°37'48" E	10.00'



DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
ANNAPOLIS, MARYLAND (410) 224-4441
EASTON, MARYLAND (410) 770-4744

RECORD PLAN

COASTAL CORNER
CEDAR NECK ROAD (SCR 357)
BALTIMORE HUNDRED, SUSSEX COUNTY, DELAWARE

Revisions:
2020-02-07 SCD, SCE, DELDOT SCPW, FM
2020-03-20 SCD
2020-04-03 SCEPW

Date: OCTOBER, 2019
Scale: 1" = 30'
Dwn.By: TAJ
Proj.No.: 1998D007
Dwg.No.: V-101

P:\Evergreen Companies\Pallotis Corner\Design\1998D006 - RECORD PLAN.dwg Aug 04, 2020 - 4:59pm mumc

THIS DRAWING, THE DESIGN AND CONSTRUCTION FEATURES DISCLOSED ARE PROPRIETARY TO DAVIS, BOWEN & FRIEDEL, INC., AND SHALL NOT BE ALTERED OR REUSED WITHOUT WRITTEN PERMISSION. COPYRIGHT ©2019

OFFICE OF THE STATE FIRE MARSHAL
Technical Services

22705 Park Avenue
Georgetown, DE 19947

SFMO PERMIT

Plan Review Number: 2020-04-204180-MJS-02
Status: Approved as Submitted

Tax Parcel Number: 131-15.00-24.03
Date: 07/29/2020

Project

Bridgeville Mini Storage

BB & Pops LLC Property

Uncle Willies Road
Bridgeville DE 19933

Scope of Project

Number of Stories:
Square Footage:
Construction Class:
Fire District: 72 - Bridgeville Volunteer Fire Co

Occupant Load Inside:
Occupancy Code:

Applicant

Kenneth R Christenbury
18 Chestnut Street
Georgetown, DE 19947

This office has reviewed the plans and specifications of the above described project for compliance with the Delaware State Fire Prevention Regulations, in effect as of the date of this review.

The owner understands that this construction start approval is limited to preliminary site construction and foundation work only. No other construction of any kind shall be permitted until the required building plan review is completed.

A Review Status of "Approved as Submitted" or "Not Approved as Submitted" must comply with the provisions of the attached Plan Review Comments.

Any Conditional Approval does not relieve the Applicant, Owner, Engineer, Contractor, nor their representatives from their responsibility to comply with the plan review comments and the applicable provisions of the Delaware State Fire Prevention Regulations in the construction, installation and/or completion of the project as reviewed by this Agency.

This Plan Review Project was prepared by:

Desiree McCall

FIRE PROTECTION PLAN REVIEW COMMENTS

Plan Review Number: 2020-04-204180-MJS-02
Status: Approved as Submitted

Tax Parcel Number: 131-15.00-24.03
Date: 07/29/2020

PROJECT COMMENTS

1002 A	This project has been reviewed under the provisions of the Delaware State Fire Prevention Regulations (DSFPR) UPDATED March 11, 2016. The current Delaware State Fire Prevention Regulations are available on our website at www.statefiremarshal.delaware.gov. These plans were not reviewed for compliance with the Americans with Disabilities Act (ADA). These plans were not reviewed for compliance with any Local, Municipal, nor County Building Codes.
1050 A	This site meets Water Flow Table 2, therefore the following water for fire protection requirements apply: Main Sizes: 6" minimum. Minimum Capacity: 1,500 gpm @ 20 psi residual for 2 hours duration. Hydrant Spacing: 800' on center.
1415 A	Fire Department access shall be provided to all otherwise inaccessible gated communities, subdivisions, developments, gated commercial properties or property by any other name through the use of a system or device as required by theDelaware State Fire Prevention Regulations and approved by the Office of the State Fire Marshal after consultation with the local Fire Chief. (DSFPR Regulation 705, Chapter 2, Section 2.6.2).Please provide specifications for the device. Include how the system works, where the device will be located, and a letter from the Fire Chief accepting the layout.
1180 A	This report reflects site review only. It is the responsibility of the applicant and owner to forward copies of this review to any other agency as required by those agencies.
1190 A	Separate plan submittal is required for the building(s) proposed for this project.
1130 A	Provide a water flow test on the subdivision hydrant(s) once they have been installed, and before they are placed into service (DSFPR Part I, Section 4 4.2 and Part III, Chapter 3). Results are to be forwarded to this Agency for review.
1132 A	Fire hydrants shall be color coded in accordance with the DSFPR, Part III, Section 3 4. This includes both color coding the bonnet and 2" reflective tape

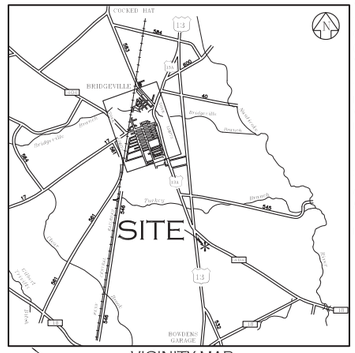
	around the barrel under the top flange.
1232 A	All threads provided for fire department connections, to sprinkler systems, standpipes, yard hydrants or any other fire hose connections shall be uniform to those used by the fire department in whose district they are located. DSFPR Part III,Section 1.1.5.1.
1432 A	The steamer connection of all fire hydrants shall be so positioned so as to be facing the street or fire lane. (DSFPR Regulation 705, Chapter 5, Section 10). The center of all hose outlet(s) on fire hydrants shall be not less than 18 inches above finalgrade (NFPA 24, Section 7.3.3).
1501 A	If there are any questions about the above referenced comments please feel free to contact the Fire Protection Specialist who reviewed this project. Please have the plan review number available when calling about a specific project. When changes orrevisions to the plans occur, plans are required to be submitted, reviewed, and approved.

LEGEND

		FOUND	SET	BOUNDARY MONUMENT
EX. PROPERTY LINE		CMF ■	⊠ CMS	CONCRETE MONUMENT
PROPOSED SUBDIVISION LINE		RBF ●	■ RBS	REBAR
EX. ADJACENT PROPERTY LINES		MNF ◘	✿ MNS	MAGNETIC NAIL
EX. 404 WETLANDS		SPF ▲		SPIKE
STATE (TIDAL) WETLANDS		IPF ◉		IRON PIPE
FEMA FLOODPLAIN BOUNDARY	ZONE X / ZONE AE (ELEV. 7)	⊙		POST
EX. MINOR CONTOUR	22	BENCHMARK	○	UNMARKED CORNER
EX. MAJOR CONTOUR	20 / 25.5			PR. CONTOUR
EX. BUILDING RESTRICTION LINES				PR. BUILDING RESTRICTION LINES
EX. ROAD CENTERLINE				PR. ROAD CENTERLINE
EX. EASEMENT				PR. EASEMENT
EX. BUILDING	EX. SHED			PR. BUILDING
EX. SWALE				PR. SWALE
EX. SIDEWALK				PR. SIDEWALK
EX. CURB				PR. CURB
EX. STORM SEWER	EX. CATCH BASIN / DRAINAGE MANHOLE / PR. CATCH BASIN			PR. STORM SEWER C.L.
EX. SANITARY SEWER	EX. SANITARY MANHOLE / PR. SANITARY MANHOLE			PR. SANITARY SEWER
EX. WOODS LINE				PR. WOODS LINE
EX. WATER LINE	EX. REDUCER / EX. VALVE / PR. REDUCER / EX. METER / PR. METER / PR. VALVE / PR. FIRE HYDRANT			PR. WATER LINE
EX. WELL	Ⓦ		Ⓦ	PR. WELL
TRAFFIC SIGN		9 PERPENDICULAR 10' X 20'	1 HANDICAP 8' X 20' + PAINTED AISLE	PARKING SPACE COUNTS
EX. ZONING BOUNDARY		9 DIAGONAL 9' X 18'	1 COMPACT 8' X 17'	
EX. ELECTRIC LINES UTILITIES				
EX. UTILITY POLES/LIGHT POLES				PROPOSED LIGHT POLES
EX. FENCE				PR. SPOT ELEVATION
EX. SPOT ELEVATION	X 25.21	100.00		PROPOSED DRAINAGE FLOW
PR. DELDOT ENTRANCE PAVING		TYPE 1 P-1	TYPE 2 P-2	PR. INLET PROTECTION
PR. ROTOMILL 1 1/4" & OVERLAY			CIP	PR. CULVERT INLET PROTECTION
SOIL BORING	SB-1			
TEST PIT	TP-1	TYPE 1 ROP-1	TYPE 2 ROP-2	ROCK OUTLET PROTECTION
EX. STREAM				PR. FOREBAY
LIMIT OF DISTURBANCE	LOD LOD LOD		SCE	CONSTRUCTION ENTRANCE
SILT FENCE	SF SF SF SF		CW	CONCRETE WASHOUT

NOTES:

1. PAVEMENT, OPEN SPACE, STORMWATER MANAGEMENT FACILITIES AND OTHER FACILITIES SHALL BE MAINTAINED BY THE PROPERTY OWNER. SUSSEX COUNTY AND THE STATE OF DELAWARE ASSUME NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF THESE FACILITIES WITHIN THE SITE.
2. THE BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN ON THIS PLAT WAS TAKEN FROM A FIELD SURVEY PREPARED BY AXIOM ENGINEERING, LLC IN SEPTEMBER 2018.
3. THIS PLAN DOES NOT VERIFY TO THE LOCATION AND/OR EXISTENCE OF EASEMENTS OR RIGHT-OF-WAYS CROSSING SUBJECT PROPERTY AS NO TITLE SEARCH WAS PROVIDED.
4. THERE ARE NO WETLANDS LOCATED OUTSIDE OF THE AKE TAX DITCH. TAX DITCH WETLANDS WERE DELINEATED BY TEN BEARS ENVIRONMENTAL.
5. BASED UPON FLOOD INSURANCE RATE MAP (FIRM) NUMBER 10005C0252 L, DATED JUNE 20,2018; THE ENTIRE PROPERTY IS LOCATED IN AN AREA DESIGNATED AS ZONE "X" (UNSHADED), WHICH IS AN AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
6. ALL ENTRANCES TO STATE MAINTAINED HIGHWAYS SHALL CONFORM TO DELDOT'S DEVELOPMENT COORDINATION MANUAL AND SHALL BE SUBJECT TO ITS APPROVAL.
7. ALL FIRE LANES, FIRE HYDRANTS, AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE STATE FIRE PREVENTION REGULATIONS.
8. THE PROPOSED WELL HEAD PROTECTION AREA IS SUBJECT TO REVIEW AND APPROVAL OF THE SUSSEX COUNTY ENGINEER, AND REQUIRES A VARIANCE FROM THE SUSSEX COUNTY COUNCIL.



VICINITY MAP
SCALE: 1" = 1 MILE

WETLANDS CERTIFICATION:

THIS PROPERTY HAS BEEN EXAMINED BY TEN BEARS ENVIRONMENTAL ASSOCIATES CO. FOR THE PRESENCE OF WATERS OF THE UNITED STATES INCLUDING WETLANDS (SECTION 404 AND SECTION 10), STATE SUBAQUEOUS LANDS AND STATE TIDAL WETLANDS BASED ON THE CRITERIA SET FORTH BY THE REVIEWING AGENCIES IN THE FORM OF MANUALS, POLICIES AND PROCEDURES IN PLACE AT THE TIME THAT THE INVESTIGATION WAS CONDUCTED. ANY OF THE ABOVE RESOURCES THAT WERE FOUND ON THE PROPERTY ARE CLEARLY MAPPED ON THIS PLAN IN ACCORDANCE WITH OUR FIELD INVESTIGATIONS AND DETAILED IN REPORTS PREPARED BY TEN BEARS ENVIRONMENTAL ASSOCIATES CO. USING BEST PROFESSIONAL JUDGMENT.

TEN BEARS ENVIRONMENTAL ASSOCIATES CO. DATE
606 FEDERAL STREET
MILTON, DE 19968
302-864-5080
KYLE@TENBEARS.US

ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLIES WITH THE APPLICABLE STATE AND LOCAL REGULATIONS AND ORDINANCES.

KENNETH R. CHRISTENBURY - DATE
DELAWARE P.E. #11553 (EXPIRES JUNE 30, 2022)
AXIOM ENGINEERING, LLC
18 CHESTNUT STREET
GEORGETOWN, DE 19947
(302) 855-0810
KEN@AXENG.COM

KENNETH R. CHRISTENBURY — No. 11553 — PROFESSIONAL ENGINEER — STATE OF DELAWARE — SEAL

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 AND APPURTENANT.

PRELIMINARY SITE PLAN

PARCEL C - DELAWARE GATEWAY PLAZA

HARDY SELF STORAGE OF BRIDGEVILLE

S.C.R. 6C - UNCLE WILLIE'S ROAD

NORTHWEST FORK HUNDRED, SUSSEX COUNTY, DELAWARE

PROJECT NO: 0387-1802
DRAWING: P- 1
SHEET: 1 OF 2

ENGINEER:	KRC
DESIGNER:	KRC
DRAFTER:	KRC
CHECKED BY:	KRC
DATE:	5/22/2020
TAX MAP:	131-15.00-24.03

0 10 20 40
24" x 36" 1 inch = 20 ft.
11" x 17" 1 inch = 40 ft.

AXIOM ENGINEERING L.L.C.
18 CHESTNUT STREET
GEORGETOWN, DE 19947
(302) 855-0810
FAX: 855-0812
E-MAIL: AXIOM@AXENG.COM
WEB: WWW.AXENG.COM

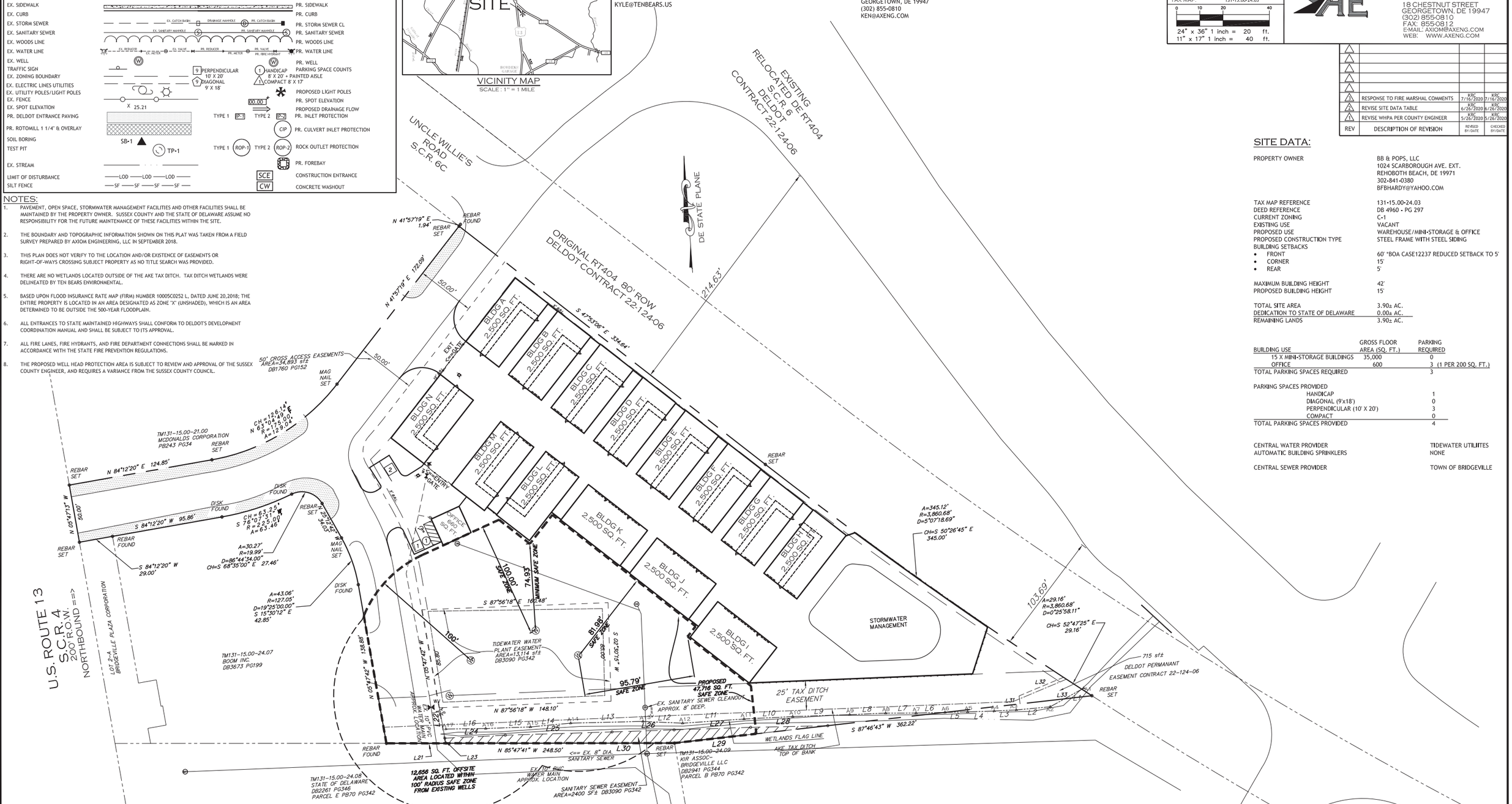
REV	DESCRIPTION OF REVISION	REVISED BY/DATE	CHECKED BY/DATE
7			
6			
5			
4			
3			
2	RESPONSE TO FIRE MARSHAL COMMENTS	KRC 7/16/2020	KRC 7/16/2020
1	REVISE SITE DATA TABLE	KRC 6/26/2020	KRC 6/26/2020
0	REVISE WHPA PER COUNTY ENGINEER	KRC 5/26/2020	KRC 5/26/2020

SITE DATA:

PROPERTY OWNER	BB & POPS, LLC 1024 SCARBOROUGH AVE. EXT. REHOBOTH BEACH, DE 19971 302-841-0380 BFBHARDY@YAHOO.COM
TAX MAP REFERENCE	131-15.00-24.03
DEED REFERENCE	DB 4960 • PG 297
CURRENT ZONING	C-1
EXISTING USE	VACANT
PROPOSED USE	WAREHOUSE/MINI-STORAGE & OFFICE
PROPOSED CONSTRUCTION TYPE	STEEL FRAME WITH STEEL SIDING
BUILDING SETBACKS	
• FRONT	60' *BOA CASE12237 REDUCED SETBACK TO 5'
• CORNER	15'
• REAR	5'
MAXIMUM BUILDING HEIGHT	42'
PROPOSED BUILDING HEIGHT	15'
TOTAL SITE AREA	3.90± AC.
DEDICATION TO STATE OF DELAWARE	0.00± AC.
REMAINING LANDS	3.90± AC.

BUILDING USE	GROSS FLOOR AREA (SQ. FT.)	PARKING REQUIRED
15 X MINI-STORAGE BUILDINGS	35,000	0
OFFICE	600	3 (1 PER 200 SQ. FT.)
TOTAL PARKING SPACES REQUIRED		3
PARKING SPACES PROVIDED		
HANDICAP		1
DIAGONAL (9'x18')		0
PERPENDICULAR (10' X 20')		3
COMPACT		0
TOTAL PARKING SPACES PROVIDED		4

CENTRAL WATER PROVIDER	TIDEWATER UTILITIES
AUTOMATIC BUILDING SPRINKLERS	NONE
CENTRAL SEWER PROVIDER	TOWN OF BRIDGEVILLE



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CONCEPT SITE PLAN

PARCEL C - DELAWARE GATEWAY PLAZA

HARDY SELF STORAGE OF BRIDGEVILLE

S.C.R. 6C - UNCLE WILLIE'S ROAD

NORTHWEST FORK HUNDRED, SUSSEX COUNTY, DELAWARE

PROJECT NO: 0387-1802

DRAWING: P- 2

SHEET: 2 OF 2



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 AND APPURTENANT.

ENGINEER:	KRC
DESIGNER:	KRC
DRAFTER:	KRC
CHECKED BY:	KRC
DATE:	5/22/2020
TAX MAP:	131-15.00-24.03

0 10 20 40

24" x 36" 1 inch = 20 ft.
11" x 17" 1 inch = 40 ft.

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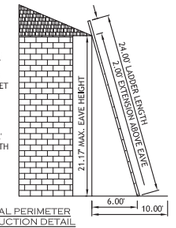
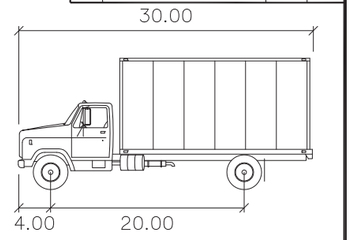
18 CHESTNUT STREET
GEORGETOWN, DE 19947
(302) 855-0810
FAX: 855-0812
E-MAIL: AXIOM@AXENG.COM
WEB: WWW.AXENG.COM

REV	DESCRIPTION OF REVISION	REVISED BY/DATE	CHECKED BY/DATE
4	RESPONSE TO FIRE MARSHAL COMMENTS	KRC 7/16/2020	KRC 7/16/2020
3	REVISE SITE DATA TABLE	KRC 6/26/2020	KRC 6/26/2020
2	REVISE WHPA PER COUNTY ENGINEER	KRC 5/26/2020	KRC 5/26/2020
1			

FIRE MARSHAL PERIMETER ACCESS REDUCTION DETAIL
FIRE MARSHAL REQUIREMENT FOR 50% PERIMETER ACCESS CAN BE MET BY 15' CLEAR ACCESS ALONG BUILDING, OR BY 10' CLEARANCE FROM EAVE PROVIDED EAVE IS ELEVATED 21' OR LESS ABOVE GRADE. 24' LADDER MUST HAVE 2' CLEARANCE ABOVE ROOF LINE WITH 4' CLEAR FROM BASE OF LADDER.



FIRE MARSHAL PERIMETER ACCESS REDUCTION DETAIL
SCALE: 1" = 10'



SU-30 feet

Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8

D:901

J:\Files\CIVIL 3D 2018 PROJECTS\0387-1802 Bridgeville-Mini-Storage\DWG\0387-1802-P-1 PRELIMINARY SITE PLAN.dwg

WHPA SAFE ZONE AREA

LANDS OF

BB & POPS, LLC

COMMERCIAL DEVELOPMENT

NORTHWEST FORK HUNDRED, SUSSEX COUNTY, DELAWARE

PROJECT NO: 0387-1802

DRAWING: WHPA-1

SHEET: 1 OF 2

SEAL

No. 11853

AXIOM ENGINEERING L.L.C.
18 CHESTNUT STREET
GEORGETOWN, DE 19947
(302) 855-0810
FAX: 855-0812
E-MAIL: AXIOM@AXENG.COM
WEB: WWW.AXENG.COM

ENGINEER:	KRC
DESIGNER:	KRC
DRAFTER:	KRC
CHECKED BY:	KRC
DATE:	9/9/2019
TAX MAP:	131-15.00-24.03

0 15 30 60

24" x 36" 1 inch = 30 ft.
11" x 17" 1 inch = 60 ft.

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REV	DESCRIPTION OF REVISION	REVISED BY/DATE	CHECKED BY/DATE
3	REVISE WHPA PER COUNTY ENGINEER	KRC 5/26/2020	KRC 5/26/2020
2	SUBMITTAL TO PLANNING & ZONING	KRC 5/22/2020	KRC 5/22/2020
1	RESPONSE TO COUNTY ENGINEER COMMENTS	KRC 10/24/2019	KRC 10/24/2019

U.S. ROUTE 13
200' R.O.W.
NORTHBOUND ==>

LOT 2-A
BRIDGEVILLE PLAZA CORPORATION

TM131-15.00-24.07
BOOM INC.
DB3673 PG199

TM131-15.00-24.08
STATE OF DELAWARE
DB2261 PG346
PARCEL E PB70 PG342

TM131-15.00-21.00
MCDONALDS CORPORATION
PB243 PG34

TM131-15.00-24.09
KIR ASSOC-
BRIDGEVILLE LLC
DB2941 PG344
PARCEL B PB70 PG342

PARCEL C PB70 PG342
AREA=3.90 Acres±

N 05°47'13" W 50.00'

REBAR SET

N 84°12'20" E 124.85'

REBAR FOUND

S 84°12'20" W 95.86'

DISK FOUND

S 84°12'20" W 29.00'

CH=63.25' S 76°07'31" W R=225.00' A=63.46'

A=30.27' R=19.99' D=86°44'34.00" CH=S 68°35'00" E 27.46'

N 25°12'42" W 34.03'

MAG NAIL SET

A=43.06' R=127.05' D=19°25'00.00" S 15°30'12" E 42.85'

CH=12.61' N 63°04'49" E R=175.00' A=12.61'

50' CROSS ACCESS EASEMENTS AREA=34,893 SF± DB1760 PG152

N 41°57'19" E 1.94'

REBAR FOUND

N 41°57'19" E 172.09'

50.00'

50.00'

5' BRL

15' BRL

S 47°53'06" E 334.64'

214.63'

ORIGINAL RT404 80' ROW
DELDOT CONTRACT 22124O6

EXISTING RELOCATED RT404
DELDOT CONTRACT 22-12406

DE STATE PLANE

A=345.12' R=3,860.68' D=5°07'18.69" CH=S 50°26'45" E 345.00'

103.69'

A=29.16' R=3,860.68' D=0°25'58.11" CH=S 52°47'25" E 29.16'

25' TAX DITCH EASEMENT

WETLANDS FLAG LINE

AKE TAX DITCH TOP OF BANK

S 87°46'43" W 362.22'

715 sf±
DELDOT PERMANANT EASEMENT CONTRACT 22-124-06

REBAR SET

R100.0' SAFE ZONE

S 87°56'18" E 160.48'

N 05°47'42" W 138.88'

N 05°47'42" W 85.80'

S 02°30'15" W 100.00'

TIDEWATER WATER PLANT EASEMENT AREA=13,114 sf± DB3090 PG342

APPROXIMATE WELL LOCATIONS

45,946 SQ. FT. OF SUBJECT PROPERTY LOCATED WITHIN 100' RADIUS SAFE ZONE FROM EXISTING WELLS

N 87°56'18" W 148.10'

N 85°47'41" W 248.50'

12,656 SQ. FT. OFFSITE AREA LOCATED WITHIN 100' RADIUS SAFE ZONE FROM EXISTING WELLS

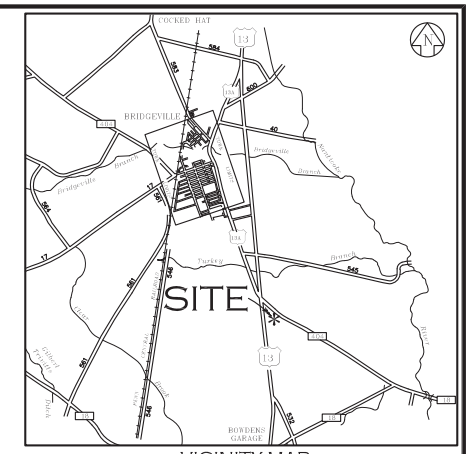
SANITARY SEWER EASEMENT AREA=2400 SF± DB3090 PG342

REBAR FOUND

REBAR SET

DISK FOUND

MAG NAIL SET



VICINITY MAP
SCALE: 1" = 1 MILE

SAFE ZONES ASSOCIATED WITH WELLHEAD PROTECTION AREA FOR PUBLIC WELLS ARE REQUIED BY SUSSEX COUNTY CODE:
§ 89-6 C (1) A SAFE ZONE OF NO MORE THAN A ONE-HUNDRED-FOOT RADIUS FROM THE WELL SHALL BE MAINTAINED. THE SAFE ZONE MAY INCLUDE STRUCTURES, FIXTURES AND CONTROLS RELATED TO THE WELL, WATER DISTRIBUTION OR WATER TREATMENT FACILITIES AND ACCESS TO THE WELL FOR EMERGENCY AND MAINTENANCE VEHICLES. NO OTHER STRUCTURES MAY BE LOCATED WITHIN THE SAFE ZONE WITHOUT COUNTY COUNCIL APPROVAL. FOR SUBDIVISIONS REQUIRING ONLY COMMISSION APPROVAL, THE COMMISSION MAY APPROVE, AND FOR DEVELOPMENTS REQUIRING COUNCIL APPROVAL, THE COMMISSION MAY RECOMMEND AND COUNCIL MAY APPROVE THE LOCATION OF MULTIMODAL PATHS, BIKING PATHS, WALKING TRAILS AND, IN THOSE DEVELOPMENTS WHERE THEY ARE TO BE SPECIFICALLY PERMITTED BY RESTRICTIVE COVENANTS, GOLF CART PATHS, PROVIDED ALL SUCH SURFACE IMPROVEMENTS ARE LOCATED IN THE OUTER 50% OF THE SAFE ZONE AND PROVIDED FURTHER THEY ARE NOT LOCATED WITHIN ANY PORTION OF A FORESTED, LANDSCAPED OR OTHER BUFFER REQUIRED BY ANY OTHER COUNTY ORDINANCE.

WHPA SAFE ZONE AMENDMENT

LANDS OF

BB & POPS, LLC

COMMERCIAL DEVELOPMENT

NORTHWEST FORK HUNDRED, SUSSEX COUNTY, DELAWARE

PROJECT NO: 0387-1802

DRAWING: WHPA-2

SHEET: 2 OF 2

SEAL

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1	RESPONSE TO COUNTY ENGINEER COMMENTS	KRC 10/24/2019	KRC 10/24/2019

SITE DATA:

PROPERTY OWNER	BB & POPS, LLC 1024 SCARBOROUGH AVE. EXT. LEWES, DE 19958 302-841-0380 BFBHARDY@YAHOO.COM
TAX MAP REFERENCE	131-15.00-24.03
DEED REFERENCE	DB 4960 - PG 297
CURRENT ZONING	C-1
TOTAL SITE AREA	3.90± AC.
CENTRAL WATER PROVIDER	TIDEWATER UTILITIES
CENTRAL SEWER PROVIDER	SUSSEX COUNTY

N 41°57'19" E 1.94'
REBAR SET
REBAR FOUND
N 41°57'19" E 172.09'
50.00'
50' CROSS ACCESS EASEMENTS AREA=34,893 SF± DB1760 PG152
50.00'
MAG NAIL SET
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N 84°12'20" E 124.85'
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N 05°47'42" W 85.80'
100'
100.00' SAFE ZONE
74.93' MINIMUM SAFE ZONE
S 87°56'18" E 160.48'
TIDEWATER WATER PLANT EASEMENT AREA=13,114 sf± DB3090 PG342
81.98' SAFE ZONE
S 02°30'15" W 85.00'
95.79' SAFE ZONE
N 87°56'18" W 148.10'
PROPOSED 47,716 SQ. FT. SAFE ZONE
REBAR FOUND
L21
L23
12,656 SQ. FT. OFFSITE AREA LOCATED WITHIN 100' RADIUS SAFE ZONE FROM EXISTING WELLS
TM131-15.00-24.08 STATE OF DELAWARE DB2261 PG346 PARCEL E PB70 PG342
N 85°47'41" W 248.50'
SANITARY SEWER EASEMENT AREA=2400 SF± DB3090 PG342
REBAR SET
TM131-15.00-24.09 KIR ASSOC-BRIDGEVILLE LLC DB2941 PG344 PARCEL B PB70 PG342
PARCEL C PB70 PG342 AREA=3.90 Acres±
REBAR SET
WETLANDS FLAG LINE
AKE TAX DITCH TOP OF BANK
S 87°46'43" W 362.22'
25' TAX DITCH EASEMENT
715 sf±
DELDOT PERMANANT EASEMENT CONTRACT 22-124-06
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ORIGINAL RT404 80' ROW DELDOT CONTRACT 22-12406
DE STATE PLANE
S 47°53'06" E 334.64'
214.63'
5' BRL
15' BRL

NOTES:

1. PAVEMENT, OPEN SPACE, STORMWATER MANAGEMENT FACILITIES AND OTHER FACILITIES SHALL BE MAINTAINED BY THE PROPERTY OWNER. SUSSEX COUNTY AND THE STATE OF DELAWARE ASSUME NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF THESE FACILITIES WITHIN THE SITE.
2. THE BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN ON THIS PLAT WAS TAKEN FROM A FIELD SURVEY PREPARED BY AXIOM ENGINEERING, LLC IN SEPTEMBER 2018.
3. THIS PLAN DOES NOT VERIFY TO THE LOCATION AND/OR EXISTENCE OF EASEMENTS OR RIGHT-OF-WAYS CROSSING SUBJECT PROPERTY AS NO TITLE SEARCH WAS PROVIDED.
4. THERE ARE NO WETLANDS LOCATED OUTSIDE OF THE AKE TAX DITCH. TAX DITCH WETLANDS WERE DELINEATED BY TEN BEARS ENVIRONMENTAL.
5. BASED UPON FLOOD INSURANCE RATE MAP (FIRM) NUMBER 10005C0252 L, DATED JUNE 20,2018; THE ENTIRE PROPERTY IS LOCATED IN AN AREA DESIGNATED AS ZONE "X" (UNSHADED), WHICH IS AN AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
6. ALL ENTRANCES TO STATE MAINTAINED HIGHWAYS SHALL CONFORM TO DELDOT'S DEVELOPMENT COORDINATION MANUAL AND SHALL BE SUBJECT TO ITS APPROVAL.
7. ALL FIRE LANES, FIRE HYDRANTS, AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE STATE FIRE PREVENTION REGULATIONS.
8. THE PROPOSED WELL HEAD PROTECTION AREA IS SUBJECT TO REVIEW AND APPROVAL OF THE SUSSEX COUNTY ENGINEER, AND REQUIRES A VARIANCE FROM THE SUSSEX COUNTY COUNCIL.

D-900

J:\Files\CIVIL 3D 2018 PROJECTS\0387-1802 Bridgeville-Mini-Storage\DWG\0387-1802-WHPA WELLHEAD PROTECTION.dwg

Sussex County

Minutes of the Source Water Protection Technical Advisory Committee Meeting

Held on Thursday, August 15, 2019

In the Sussex County Administration Office – Basement Caucus Room

The County Engineer, Mr. Hans Medlarz called the meeting to order at 3:15 P.M. The Planning & Zoning Director, Ms. Janelle Cornwell assisted in conducting the meeting.

The following members were present: Anita Beckel, DE Rural Water Association, Diane Calloway, DelTech, Rick Duncan, Town of Selbyville, Byron Jefferson, Consultant Engineer, Greg Sauter, GTA Consultants, Blair Venables, DNREC, Jessica Watson, Sussex Conservation District & Rodney Wyatt, Artesian.

The following members were excused: Greg Coury, Tidewater & David Wunsch, DE Geological Survey.

The County Engineer provided background information on the Wellhead Protection Area reduction request submitted by Axiom Engineering, LLC, for Parcel 131-15.00-24.03.

The Committee reviewed statutory language in the County Code, Chapter 89, Source Water Protection, § 89-6, Wellhead protection areas. In particular the requirement under C. (1)

A safe zone of no more than a one-hundred-foot radius from the well shall be maintained.

The Committee discussed other limiting site conditions such as the tax ditch right-of-way as well as the DelDOT setbacks from RT-404.

Ms. Beckel provided background information on how the State's 150 feet site protection radius was developed based on modeling results and how it is different from the 100 feet well head protection standard of Sussex County. However, due to the presence of three (3) individual wells the protected areas almost fully overlap. In addition, she pointed out that the State's area is a non-regulatory recommendation versus a County Code requirement.

Mr. Wyatt inquired whether, Tidewater Utilities Inc., the affected water utility had taken a position on the issue. The County Engineer shared a letter submitted by the applicant from TUI dated December 13, 2018 indicating acceptance under certain conditions.

The Committee discussed the property's zoning with regards to potential impact of the permitted uses on the protected area. Even so the proposed use bases a lower risk the Committee felt that other permitted uses would significantly increase the risk under a potential granting a variance.

In conclusion a motion was made by Mr. Sauter, seconded by Ms. Beckel to deny the variance application but to allow the applicant to modify the protection perimeter to accommodate a particular site design while maintaining the total square footage of the protected area. The motion passed unanimously (10-0)

The meeting was adjourned at 4:00 p.m.

SUSSEX COUNTY ENGINEERING DEPARTMENT APPROVAL - WHPA VARIANCE

HANS MEDLARZ, P.E. - SUSSEX COUNTY ENGINEER DATE

LEGEND

	FOUND	SET	BOUNDARY MONUMENT
EX. PROPERTY LINE	CMF ■	⊠ CMS	CONCRETE MONUMENT
PROPOSED SUBDIVISION LINE	RBF ●	■ RBS	REBAR
EX. ADJACENT PROPERTY LINES	MNF ◘	✪ MNS	MAGNETIC NAIL
EX. 404 WETLANDS	SPF ▲		SPIKE
STATE (TIDAL) WETLANDS	IPF ◉		IRON PIPE
FEMA FLOODPLAIN BOUNDARY		⊙	POST
EX. MINOR CONTOUR	BENCHMARK	○	UNMARKED CORNER
EX. MAJOR CONTOUR			PR. CONTOUR
EX. BUILDING RESTRICTION LINES			PR. BUILDING RESTRICTION LINES
EX. ROAD CENTERLINE			PR. ROAD CENTERLINE
EX. EASEMENT			PR. EASEMENT
EX. BUILDING	EX. SHED		PR. BUILDING
EX. SWALE			PR. SWALE
EX. SIDEWALK			PR. SIDEWALK
EX. CURB			PR. CURB
EX. STORM SEWER	EX. CATCH BASIN, DRAINAGE MANHOLE, PR. CATCH BASIN		PR. STORM SEWER C.L
EX. SANITARY SEWER	EX. SANITARY MANHOLE	PR. SANITARY MANHOLE	PR. SANITARY SEWER
EX. WOODS LINE			PR. WOODS LINE
EX. WATER LINE	EX. REDUCER, EX. METER, EX. VALVE	PR. REDUCER, PR. METER, PR. VALVE, PR. FIRE HYDRANT	PR. WATER LINE
EX. WELL		Ⓦ	PR. WELL
TRAFFIC SIGN	9 PERPENDICULAR 10' X 20'	1 HANDICAP 8' X 20' + PAINTED AISLE	PARKING SPACE COUNTS
EX. ZONING BOUNDARY	9 DIAGONAL 9' X 18'	1 COMPACT 8' X 17'	
EX. ELECTRIC LINES UTILITIES			
EX. UTILITY POLES/LIGHT POLES			PROPOSED LIGHT POLES
EX. FENCE		100.00	PR. SPOT ELEVATION
EX. SPOT ELEVATION	X 25.21		PROPOSED DRAINAGE FLOW
PR. DELDOT ENTRANCE PAVING	TYPE 1 P-1	TYPE 2 P-2	PR. INLET PROTECTION
PR. ROTOMILL 1 1/4" & OVERLAY		CIP	PR. CULVERT INLET PROTECTION
SOIL BORING	SB-1		
TEST PIT	TP-1	TYPE 1 ROP-1, TYPE 2 ROP-2	ROCK OUTLET PROTECTION
EX. STREAM			PR. FOREBAY
LIMIT OF DISTURBANCE	LOD LOD LOD	SCE	CONSTRUCTION ENTRANCE
SILT FENCE	SF SF SF SF	CW	CONCRETE WASHOUT

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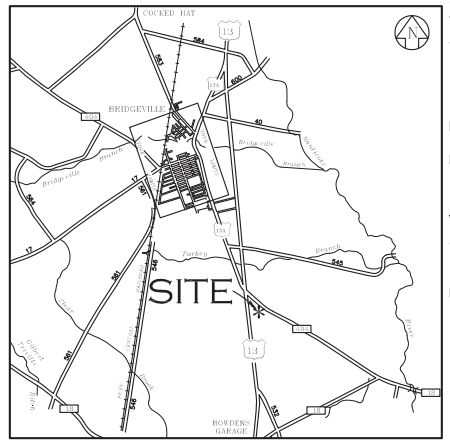

VICINITY MAP
SCALE: 1" = 1 MILE

WETLANDS CERTIFICATION:

THIS PROPERTY HAS BEEN EXAMINED BY TEN BEARS ENVIRONMENTAL ASSOCIATES CO. FOR THE PRESENCE OF WATERS OF THE UNITED STATES INCLUDING WETLANDS (SECTION 404 AND SECTION 10), STATE SUBAQUEOUS LANDS AND STATE TIDAL WETLANDS BASED ON THE CRITERIA SET FORTH BY THE REVIEWING AGENCIES IN THE FORM OF MANUALS, POLICIES AND PROCEDURES IN PLACE AT THE TIME THAT THE INVESTIGATION WAS CONDUCTED. ANY OF THE ABOVE RESOURCES THAT WERE FOUND ON THE PROPERTY ARE CLEARLY MAPPED ON THIS PLAN IN ACCORDANCE WITH OUR FIELD INVESTIGATIONS AND DETAILED IN REPORTS PREPARED BY TEN BEARS ENVIRONMENTAL ASSOCIATES CO. USING BEST PROFESSIONAL JUDGMENT.

TEN BEARS ENVIRONMENTAL ASSOCIATES CO. DATE
606 FEDERAL STREET
MILTON, DE 19968
302-864-5080
KYLE@TENBEARS.US

ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLIES WITH THE APPLICABLE STATE AND LOCAL REGULATIONS AND ORDINANCES.

KENNETH R. CHRISTENBURY - DATE
DELAWARE P.E. #11553 (EXPIRES JUNE 30, 2022)
AXIOM ENGINEERING, LLC
18 CHESTNUT STREET
GEORGETOWN, DE 19947
(302) 855-0810
KEN@AXENG.COM

KENNETH R. CHRISTENBURY — No. 11553 — PROFESSIONAL ENGINEER — DELAWARE — SEAL

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PRELIMINARY SITE PLAN

LANDS OF

BB & POPS, LLC
STORAGE BUILDING

NORTHWEST FORK HUNDRED, SUSSEX COUNTY, DELAWARE

PROJECT NO: 0387-1802
DRAWING: P- 1
SHEET: 1 OF 2

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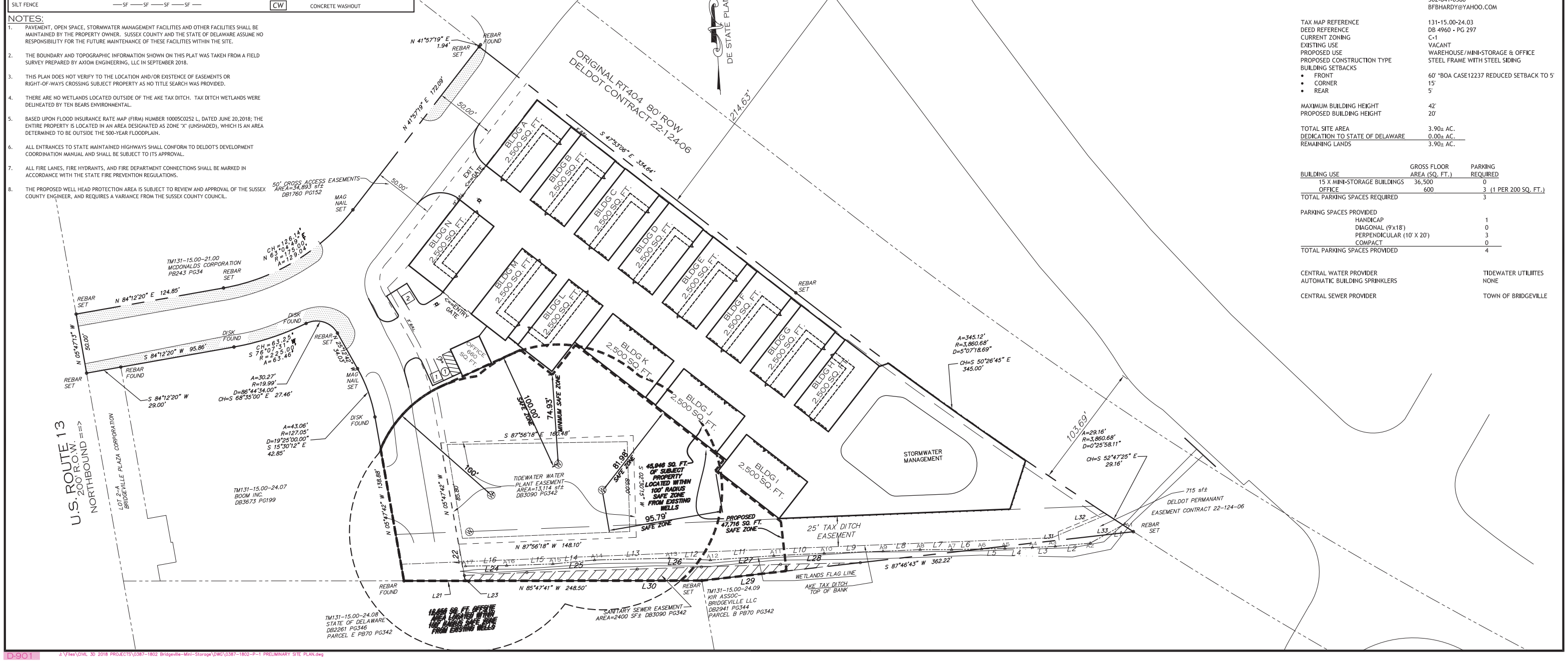
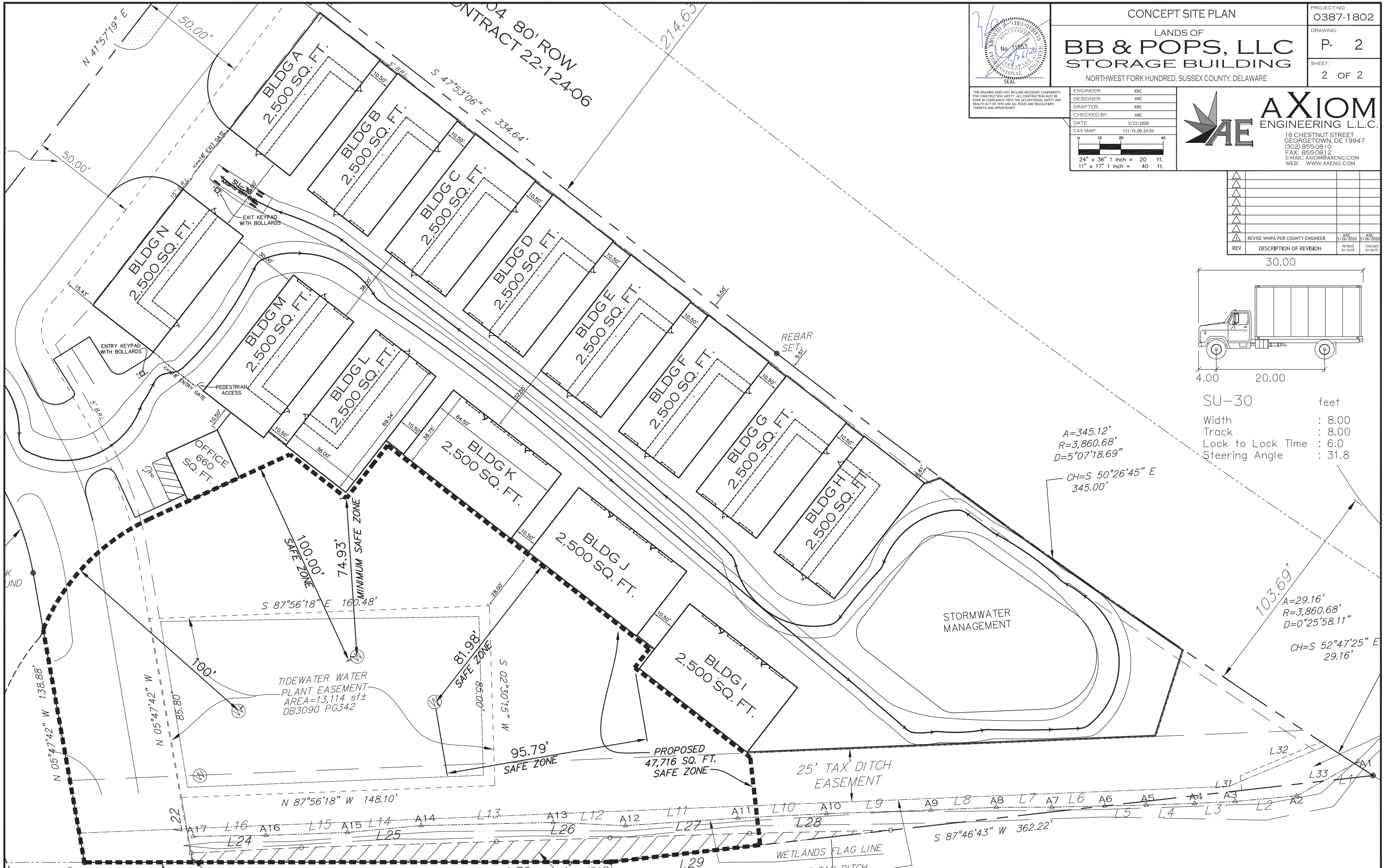
TAX MAP REFERENCE	131-15.00-24.03
DEED REFERENCE	DB 4960 • PG 297
CURRENT ZONING	C-1
EXISTING USE	VACANT
PROPOSED USE	WAREHOUSE/MINI-STORAGE & OFFICE
PROPOSED CONSTRUCTION TYPE	STEEL FRAME WITH STEEL SIDING
BUILDING SETBACKS	
• FRONT	60' *BOA CASE12237 REDUCED SETBACK TO 5'
• CORNER	15'
• REAR	5'
MAXIMUM BUILDING HEIGHT	42'
PROPOSED BUILDING HEIGHT	20'
TOTAL SITE AREA	3.90± AC.
DEDICATION TO STATE OF DELAWARE	0.00± AC.
REMAINING LANDS	3.90± AC.

BUILDING USE	GROSS FLOOR AREA (SQ. FT.)	PARKING REQUIRED
15 X MINI-STORAGE BUILDINGS	36,500	0
OFFICE	600	3 (1 PER 200 SQ. FT.)
TOTAL PARKING SPACES REQUIRED		3
PARKING SPACES PROVIDED		
HANDICAP		1
DIAGONAL (9'x18')		0
PERPENDICULAR (10' X 20')		3
COMPACT		0
TOTAL PARKING SPACES PROVIDED		4

CENTRAL WATER PROVIDER	TIDEWATER UTILITIES
AUTOMATIC BUILDING SPRINKLERS	NONE
CENTRAL SEWER PROVIDER	TOWN OF BRIDGEVILLE



J:\Files\CIVIL 3D 2018 PROJECTS\0387-1802 Bridgeville-Mini-Storage\DWG\0387-1802-P-1 PRELIMINARY SITE PLAN.dwg



CONCEPT SITE PLAN
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WEB: WWW.AXENG.COM
REV | DESCRIPTION OF REVISION | REVISED BY/DATE | CHECKED BY/DATE
1 | REVISE WHPA PER COUNTY ENGINEER | KRC 5/26/2020 | KRC 5/26/2020
SU-30 feet
Width : 8.00
Track : 8.00
Lock to Lock Time : 6.0
Steering Angle : 31.8
BLDG A 2,500 SQ. FT.
BLDG B 2,500 SQ. FT.
BLDG C 2,500 SQ. FT.
BLDG D 2,500 SQ. FT.
BLDG E 2,500 SQ. FT.
BLDG F 2,500 SQ. FT.
BLDG G 2,500 SQ. FT.
BLDG H 2,500 SQ. FT.
BLDG I 2,500 SQ. FT.
BLDG J 2,500 SQ. FT.
BLDG K 2,500 SQ. FT.
BLDG L 2,500 SQ. FT.
BLDG M 2,500 SQ. FT.
BLDG N 2,500 SQ. FT.
OFFICE 660 SQ. FT.
EXIT KEYPAD WITH BOLLARDS
ENTRY KEYPAD WITH BOLLARDS
PEDESTRIAN ACCESS
STORMWATER MANAGEMENT
TIDEWATER WATER PLANT EASEMENT AREA=13,114 sf± DB3090 PG342
PROPOSED 47,716 SQ. FT. SAFE ZONE
25' TAX DITCH EASEMENT
WETLANDS FLAG LINE
REBAR SET
A=345.12' R=3,860.68' D=5°07'18.69"
CH=S 50°26'45" E 345.00'
A=29.16' R=3,860.68' D=0°25'58.11"
CH=S 52°47'25" E 29.16'
S 87°46'43" W 362.22'
S 87°56'18" E 160.48'
N 87°56'18" W 148.10'
N 05°47'42" W 138.88'
N 05°47'42" W 85.80'
S 02°30'15" W 85.00'
100.00' SAFE ZONE
74.93' MINIMUM SAFE ZONE
81.98' SAFE ZONE
95.79' SAFE ZONE
100'
30.00
4.00
20.00
D-901

WAIVER REQUEST

DOLLAR GENERAL LINCOLN

PARKING SETBACK WAIVER

REQUEST: We request that the requirement within the Article XXII Off-Street Parking Subsection 115-166 C. Requirements of the Sussex County Code with regard to the parking setback requirement in the front yard be relaxed for the project.

EXTENT OF THE REQUEST: By code, parking within the front yard setback shall be discouraged and is subject to site plan review. The project is requesting the suggested parking restriction within the front yard setback be relaxed to allow for 15 parking spaces be constructed. Given the size of the overall subject parcel, the spaces will not fit anywhere else on site. We are requesting the 15 spaces be permitted to allow the other areas be utilized for stormwater management.

BASIS FOR REQUEST: Per Section 115-164 Modification of requirements, of the Sussex County Code, states "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." As the site is physically unable to provide the parking elsewhere on the property with the allotted area. With this we are requesting the proposed 15 spaces be permitted within the front setback.

WAIVER REQUEST

DOLLAR GENERAL LINCOLN

PARKING WAIVER

REQUEST: We request that the requirement within the Article XXII Off-Street Parking Subsection 115-162 Requirements of the Sussex County Code with regard to the total number of parking spaces required for retail stores be relaxed for the project.

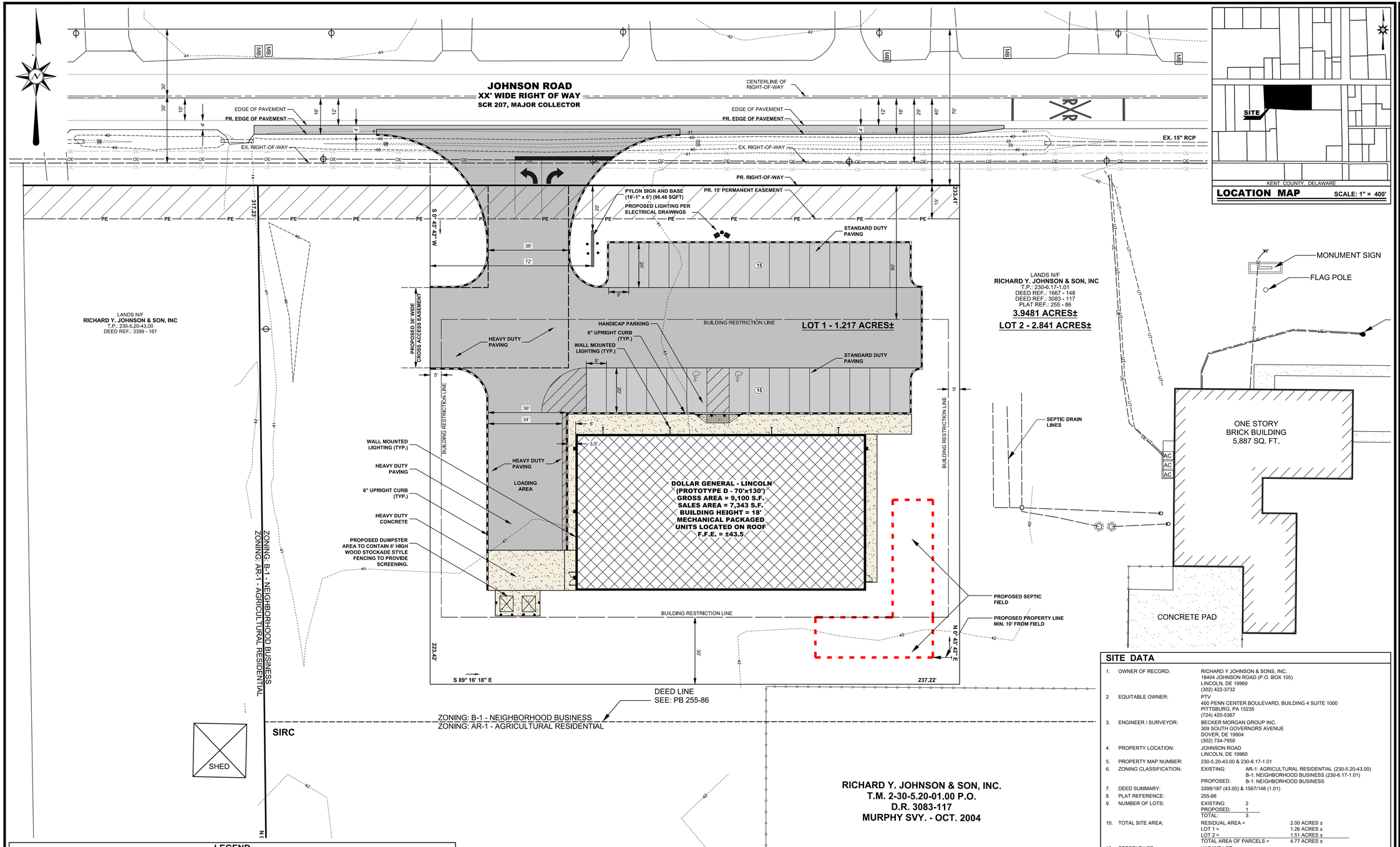
EXTENT OF THE REQUEST: By code, parking for a retail establishment shall contain 1 space per 200 square feet of floor area used for sales, plus one per two employees. This would require a 9100 sqft Dollar General with 7,343 sqft of sales area to contain 37 parking spaces. The project is requesting the requirement be waived to allow for 30 parking spaces be constructed, a reduction of 7 spaces. This would allow for additional area for stormwater management on site. From the end users stand perspective, the requirements of the 7 additional spaces are not necessary, as the franchises national model requires as few as 20 spaces for their 9,100 sqft buildings.

BASIS FOR REQUEST: Per Section 115-164 Modification of requirements, of the Sussex County Code, states "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." As providing the additional 7 spaces would not only be unnecessary from an owner's perspective, it would clearly add additional impervious ground cover the area putting additional strain on a smaller site to manage increased stormwater generated by theses spaces. Dollar General is a national franchise and from their own independent studies have determined the 20-30 spaces provide more than enough spaces for their typical store. With this we are requesting the proposed 30 spaces be permitted.

RECEIVED

AUG 10 2020

SUSSEX COUNTY
PLANNING & ZONING



LEGEND

ITEM	EXISTING	PROPOSED
CONCRETE CURB & GUTTER		
CONCRETE SIDEWALK, SLAB / PAVING		
IMPERVIOUS SURFACED ROAD, DRIVE OR PARKING LOT		N/A
INDIVIDUAL TREE OR BUSH	EVERGREEN DECIDUOUS	
WIRE FENCE	x x x	
CHAINLINK FENCE		
STOCKADE FENCE		
STRUCTURE (CONCRETE, WOOD, METAL, ETC.)		
DRAINAGE DITCH OR SWALE		
EMBANKMENT SIDESLOPES (DOWN)		
CONTOUR	49	55
ELEVATION SPOT SHOT	43.55	25.15 / 25.50 T.C. 25.00 B.C.
BENCH MARK		N/A
PROPERTY OR RIGHT-OF-WAY LINE		
CENTERLINE		
LIGHT POLE		

ITEM	EXISTING	PROPOSED
SANITARY GRAVITY SEWER LINE, SIZE & FLOW DIRECTION	EX. 10"S	10" S
SANITARY SEWER FORCE MAIN, SIZE & FLOW DIRECTION	EX. 10" F.M.	12" F.M.
SANITARY SEWER MANHOLE (S.M.H.)		
SANITARY SEWER CLEANOUT		
WATER MAIN & SIZE	EX. 10" W	12" W
FIRE HYDRANT	F.H.	F.H.
WATER VALVE (W.V.) OR METER (W.M.)	W.M. W.V.	W.M. W.V.
STORM DRAIN MANHOLE (S.D.M.H.)		
STORM DRAIN LINE (CMP OR RCP)		
CATCH BASIN		
UTILITY POLE W/ OVERHEAD SERVICE (TELEPHONE OR ELECTRIC OR BOTH)		
UNDERGROUND ELECTRIC	U.E.	U.E.
UNDERGROUND TELEPHONE	U.T.	U.T.
UNDERGROUND GAS MAIN	EX. 2" G	2" G
PAVEMENT TO BE REMOVED	N/A	

GENERAL NOTES :

1. THE BOUNDARY & TOPOGRAPHIC DATA SHOWN HEREON WAS COMPILED FROM A FIELD SURVEY PERFORMED BY BECKER MORGAN GROUP, INC., DOVER, DE. IN APRIL 2020.
2. THE BOUNDARY LINES PORTRAYED HEREON HAVE BEEN ESTABLISHED BASED SOLELY ON PHYSICAL EVIDENCE DISCOVERED IN THE FIELD IN CONJUNCTION WITH DETERMINATIONS DERIVED FROM SOURCE OF TITLE AND ADJACENT DEED RECORD INFORMATION.
3. PARCELS ARE LOCATED WITHIN ZONE "X" , AREA OF MINIMAL FLOOD HAZARD, BASED ON FIRM MAP 10001C0131J, REVISED JANUARY 6, 2005.
4. NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING, BUILDING CONSTRUCTION OR BUILDING ADDITION WHEN FIELD SURVEY WAS COMPLETED IN FEBRUARY 2020.
5. THERE ARE NO WETLANDS LOCATED ON SITE IN ACCORDANCE WITH THE STATE WETLANDS MAPS.

SITE DATA

1.	OWNER OF RECORD:	RICHARD Y JOHNSON & SONS, INC. 18404 JOHNSON ROAD (P.O. BOX 105) LINCOLN, DE 19960 (302) 422-3732
2.	EQUITABLE OWNER:	PTV 400 PENN CENTER BOULEVARD, BUILDING 4 SUITE 1000 PITTSBURG, PA 15235 (724) 420-5367
3.	ENGINEER / SURVEYOR:	BECKER MORGAN GROUP INC. 309 SOUTH GOVERNORS AVENUE DOVER, DE 19904 (302) 734-7950
4.	PROPERTY LOCATION:	JOHNSON ROAD LINCOLN, DE 19960
5.	PROPERTY MAP NUMBER:	230-5.20-43.00 & 230-6.17-1.01
6.	ZONING CLASSIFICATION:	EXISTING: AR-1: AGRICULTURAL RESIDENTIAL (230-5.20-43.00) B-1: NEIGHBORHOOD BUSINESS (230-6.17-1.01) PROPOSED: B-1: NEIGHBORHOOD BUSINESS
7.	DEED SUMMARY:	3399/187 (43.00) & 1567/148 (1.01)
8.	PLAT REFERENCE:	255-86
9.	NUMBER OF LOTS:	EXISTING: 2 PROPOSED: 1 TOTAL: 3
10.	TOTAL SITE AREA:	RESIDUAL AREA = 2.00 ACRES ± LOT 1 = 1.26 ACRES ± LOT 2 = 1.51 ACRES ± TOTAL AREA OF PARCELS = 4.77 ACRES ±
10.	PRESENT USE:	VACANT LOT
11.	PROPOSED USE:	RETAIL STORE
11.	PROPOSED BUILDING:	BUILDING: 9,100 S.F.
12.	IMPERVIOUS COVERAGE:	EXISTING: 0 S.F. (0.00 ACRES) PROPOSED: 32,500 S.F. (0.74 ACRES)
13.	PARKING CALCULATIONS:	RETAIL STORES: 1 SPACE / 200 S.F. OF SALES FLOOR AREA PLUS 1 SPACE / 2 EMPLOYEES ON LARGEST SHIFT REQUIRED: (7,343 S.F. / 200 S.F.) + (4 / 2) = 39 SPACES PROVIDED: 30 (REQUESTED WAIVER) HANDICAP PARKING SPACES: 2 RETAIL STORE: 1 LOADING SPACE FOR 2,000 S.F. - 10,000 S.F. FLOOR AREA LOADING BERTHS: 1
14.	SETBACKS:	C-2: MEDIUM COMMERCIAL DISTRICT FRONT: 60 FT. SIDE: 5 FT. / 20 FT.* (*ADJOINING A RESIDENTIAL DISTRICT) REAR: 5 FT. / 30 FT.* (*ADJOINING A RESIDENTIAL DISTRICT)
15.	BULK REQUIREMENTS:	C-2: MEDIUM COMMERCIAL DISTRICT LOT AREA: 15,000 S.F. MINIMUM FLOOR AREA: 75,000 S.F. MAXIMUM BUILDING HEIGHT: 42' MAXIMUM
16.	SIGNAGE	FUTURE PERMIT SUBMISSION
20.	SOURCE OF WATER:	PRIVATE WELL
21.	SOURCE OF SEWER:	PRIVATE SEPTIC
22.	SOURCE OF GAS:	PROPANE
23.	SOURCE OF ELECTRIC:	DELMARVA POWER
24.	ROAD CLASSIFICATION:	MAJOR COLLECTOR (25 M.P.H.)

BECKER MORGAN GROUP

ARCHITECTURE
ENGINEERING

Dover, DE
309 S. Governors Ave.
Dover, DE 19904
Ph. 302.734.7950
Fax 302.734.7965

Salisbury, MD
312 West Main St. Suite 300
Salisbury, MD 21801
Ph. 410.546.9100
Fax 410.546.5824

Wilmington, NC
3333 Jaeckle Drive, Suite 120
Wilmington, North Carolina 28403
Ph. 910.341.7600
Fax 910.341.7506

www.beckermorgan.com

PROJECT TITLE

DOLLAR GENERAL LINCOLN

JOHNSON ROAD
LINCOLN
UNINCORPORATED LANDS OF SUSSEX COUNTY, DELAWARE

SHEET TITLE

PRELIMINARY SITE PLAN

0 10 20 40

SCALE : 1" = 20'

ISSUE BLOCK		
1	8/17/20	UPDATED PER COUNTY COMMENTS DATED AUGUST 12, 2020
MARK	DATE	DESCRIPTION

LAYER/STATE: PRELIMINARY

PROJECT NO.: 2020057.00
DATE: 8/10/2020
SCALE: 1" = 20'

DRAWN BY: J.N.S. PROJ. MGR.: J.N.S.

SHEET

PRELIMINARY

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F:\AutoCAD\Projects\2020\2020057\DWG\202005700-SITE-C3D18.dwg, Aug 17, 2020 - 3:18pm

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

June 23, 2020

Mr. Jamie Whitehouse, Director
Sussex County Planning & Zoning Commission
Sussex County Administration Building
P.O. Box 417
Georgetown, Delaware 19947

SUBJECT: **Minor Subdivision - Letter of No Objection to Recordation**
Martin L Ross | Minor Subdivision
Tax Parcel # 532-16.00-14.00, 532-16.00-14.00
SCR064-WHITESVILLE ROAD
Little Creek (Sussex) Hundred, Sussex County

Dear Mr. Whitehouse:

The Department of Transportation has reviewed the Minor Subdivision Plan dated January 13, 2020 (last revised June 15, 2020), for the above referenced site, and has no objection to its recordation as shown on the enclosed drawing. This "No Objection to Recordation" approval shall be valid for a period of **five (5) years**. If the Minor Subdivision Plan is not recorded and/or an entrance permit is not issued for the lot(s) prior to the expiration of the "No Objection to Recordation", then the plan must be updated to meet current requirements and resubmitted for review and approval.

Entrances(s) must be installed prior to the sale of the lot(s). All entrances shall conform to DelDOT's Development Coordination Manual and shall be subject to its approval. **This letter does not authorize the commencement of entrance construction.**

This "No Objection to Recordation" letter is not a DelDOT endorsement of the project discussed above. Rather, it is a recitation of the transportation improvements, which the applicant may be required to make as a pre-condition to recordation steps and deed restrictions as required by the respective county/municipality in which the project is located. If transportation investments are necessary, they are based on an analysis of the proposed project, its location, and its estimated impact on traffic movements and densities. The required improvements conform to DelDOT's published rules, regulations and standards. Ultimate responsibility for the approval of any project rests with the local government in which the land use decisions are authorized. There may be other reasons (environmental, historic, neighborhood composition, etc.) which compel that jurisdiction

to modify or reject this proposed plan even though DelDOT has established that these enumerated transportation improvements are acceptable.

The owner shall be responsible to submit a copy of the **recorded Minor Subdivision Plan** showing all appropriate signatures, seals, plot book and page number to the South District Public Works office (302) 853-1341 in order to obtain the entrance permit(s) for the proposed minor subdivision.

Sincerely,



Susanne K. Laws
Sussex County Review Coordinator
Development Coordination

cc: Sharon Cruz, Pennoni Associates, Inc.
Rusty Warrington, Sussex County Planning & Zoning
Jessica L. Watson, Sussex Conservation District
James Argo, South District Project Reviewer
William Kirsch, South District Entrance Permit Supervisor
Shannon Anderson, South District Public Work Admin Specialist
Todd Sammons, Assistant Director
John Andrescavage, Sussex County Reviewer

OFFICE OF THE STATE FIRE MARSHAL
Technical Services

22705 Park Avenue
Georgetown, DE 19947

SFMO PERMIT

Plan Review Number: 2020-04-204138-MIS-01
Status: Approved as Submitted

Tax Parcel Number: 532-16.00-14.00
Date: 07/01/2020

Project

Ross Subdivision

Ross Property

Whitesville Road
Delmar DE 19940

Scope of Project

Number of Stories:
Square Footage:
Construction Class:
Fire District: 74 - Delmar Volunteer Fire Dept Inc

Occupant Load Inside:
Occupancy Code: 9601

Applicant

Sharon Cruz

,

This office has reviewed the plans and specifications of the above described project for compliance with the Delaware State Fire Prevention Regulations, in effect as of the date of this review.

The owner understands that this construction start approval is limited to preliminary site construction and foundation work only. No other construction of any kind shall be permitted until the required building plan review is completed.

A Review Status of "Approved as Submitted" or "Not Approved as Submitted" must comply with the provisions of the attached Plan Review Comments.

Any Conditional Approval does not relieve the Applicant, Owner, Engineer, Contractor, nor their representatives from their responsibility to comply with the plan review comments and the applicable provisions of the Delaware State Fire Prevention Regulations in the construction, installation and/or completion of the project as reviewed by this Agency.

This Plan Review Project was prepared by:

Dennett Pridgeon

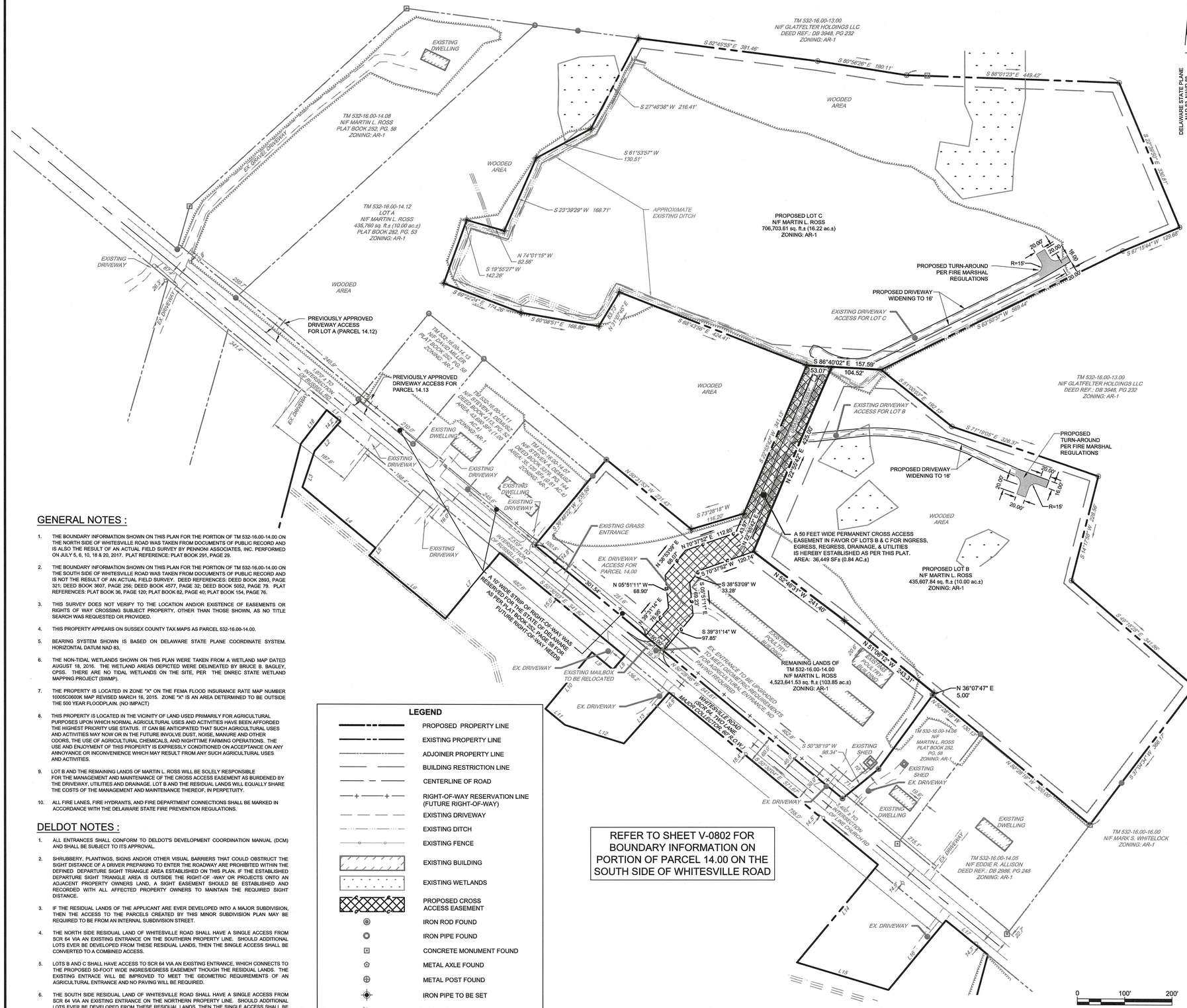
FIRE PROTECTION PLAN REVIEW COMMENTS

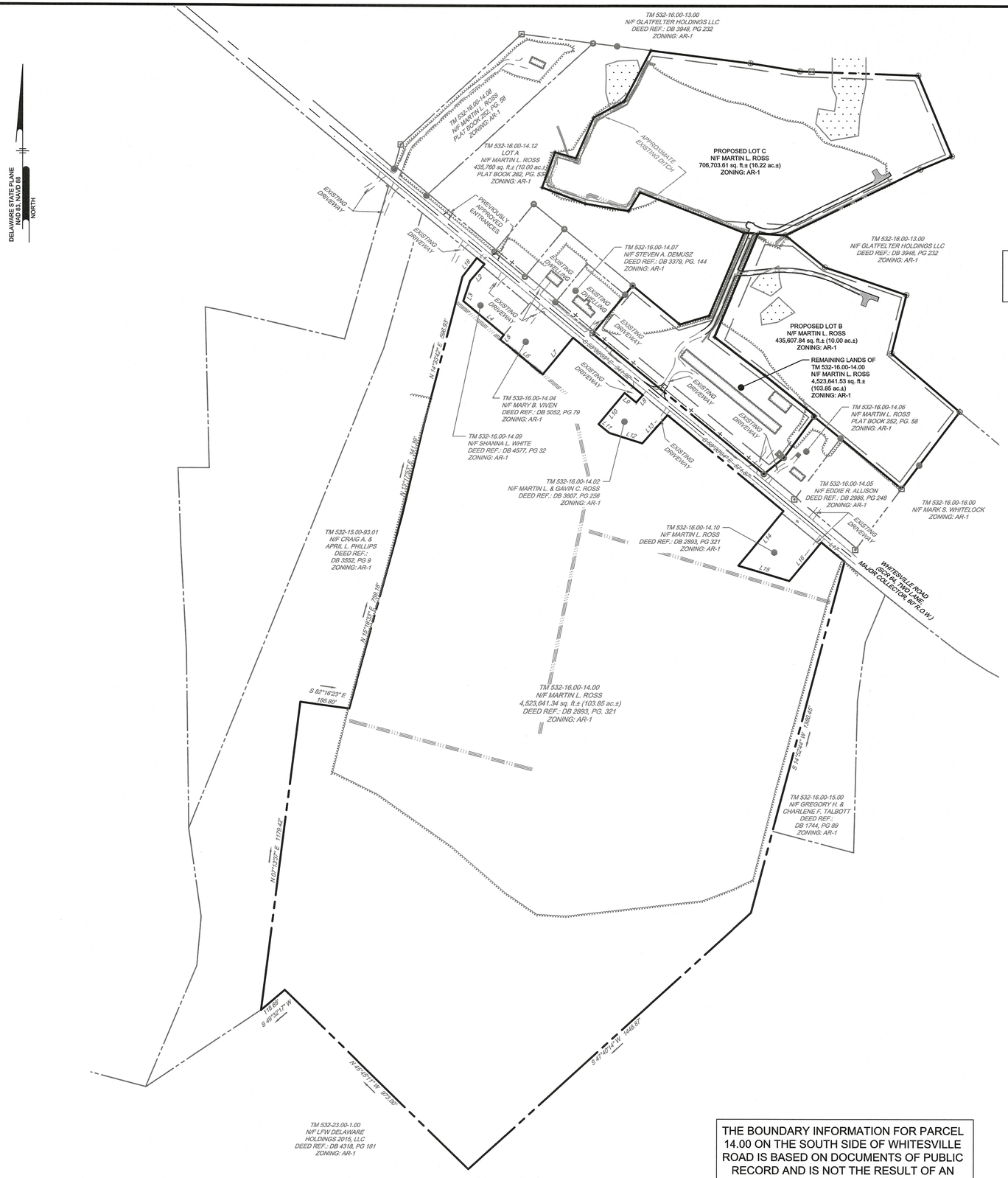
Plan Review Number: 2020-04-204138-MIS-01
Status: Approved as Submitted
Tax Parcel Number: 532-16.00-14.00
Date: 07/01/2020

PROJECT COMMENTS

1002 A	This project has been reviewed under the provisions of the Delaware State Fire Prevention Regulations (DSFPR) UPDATED March 11, 2016. The current Delaware State Fire Prevention Regulations are available on our website at www.statefiremarshal.delaware.gov. These plans were not reviewed for compliance with the Americans with Disabilities Act (ADA). These plans were not reviewed for compliance with any Local, Municipal, nor County Building Codes.
1000	The site plans have been approved as submitted. The Office of DE State Fire Marshal has no objection to recordation.
1010 A	The following water for fire protection requirements apply: NONE. On-Site Wells Proposed. this site meets Water Flow Table 1. therefore the provisions of NFPA 1142 shall apply to this site (DSFPR Regulation 702, Chapter 6, Section 3).Since wells are proposed for this site, no additional requirements will be made by this Agency for water for fire protection.
1011 A	Per Fire Flow Table 1, the following occupancies: One and Two Family Detached Dwellings, Multi Family & Other Residential, Rowhouses & Townhouses Shall not exceed 10,000 aggregate gross square footage; shall not exceed 35"" or three stories; and Shallhave a minimum setback of 15"" from all property lines and 10"" setback from exposure hazards on the same property. Additionally, Rowhouses & Townhouses shall have an internal fire separation of two hour fire rated walls per SFPR Part II, Chapter 2.
1408 A	All premises where emergency personnel may be called upon to provide emergency services, which are not readily accessible from streets, shall be provided with suitable gates, access roads, and fire lanes so that all buildings on thepremises are accessible to emergency apparatus. (DSFPR Regulation 705, Chapter 5, Section 2).
1093 A	In the case of one and two-family dwellings emergency service access shall be provided in such a manner so that emergency apparatus will be able to locate within 100 feet from the street to the primary entrance. Where alleys are provided, pumpers shallbe able to access all portions of the alley without strict

	restrictions for entrance radii. (DSFPR Regulation 705, Chapter 5, Sections 2.2 and 2.2.1).
2500 A	A final inspection is required for this project prior to occupancy (DSFPR Part I, Section 4-7). Contact this Agency to schedule this inspection. Please have the plan review number available. A MINIMUM OF FIVE (5) WORKING DAYS NOTICE IS REQUIRED.


TM 532-16.00-13.00
NIF GLATFELTER HOLDINGS LLC
DEED REF.: DB 3948, PG 232
ZONING: AR-1
S 82°45'53" E 381.46'
S 80°56'26" E 190.11'
S 88°01'23" E 449.42'
S 27°46'38" W 216.41'
S 61°53'57" W 130.51'
S 23°39'29" W 168.71'
N 74°01'15" W 82.56'
S 19°55'27" W 142.28'
S 69°22'24" E 174.26'
S 80°08'51" E 166.85'
S 22°29'56" E 338.61'
S 61°10'44" W 129.68'
S 63°50'37" W 569.44'
S 63°13'56" E 124.41'
N 31°19'45" E 38.72'
S 86°40'02" E 157.59'
104.52'
53.07'
S 71°19'05" E 192.43'
S 71°19'05" E 329.37'
S 14°41'55" E 228.66'
S 5°48'16" E 242.86'
S 5°37'04" W 386.17'
S 30°28'17" W 230.69'
S 50°38'19" W 98.34'
N 36°07'47" E 5.00'
N 51°07'47" W 245.31'
N 38°52'13" W 291.43'
S 73°28'18" W 116.20'
N 70°37'52" E 112.85'
S 70°37'52" E 120.74'
N 05°51'11" W 68.90'
S 38°53'09" W 33.28'
N 52°46'31" W 241.40'
S 05°51'11" E 68.90'
N 38°53'09" E 33.28'
N 12°05'42" E 423.00'
S 12°05'42" W 291.43'
N 38°53'09" E 68.07'
S 38°53'09" W 68.07'
PREVIOUSLY APPROVED DRIVEWAY ACCESS FOR LOT A (PARCEL 14.12)
PREVIOUSLY APPROVED DRIVEWAY ACCESS FOR PARCEL 14.13
PROPOSED TURN-AROUND PER FIRE MARSHAL REGULATIONS
PROPOSED DRIVEWAY WIDENING TO 16'
EXISTING DRIVEWAY ACCESS FOR LOT C
EXISTING DRIVEWAY ACCESS FOR LOT B
PROPOSED LOT C
NIF MARTIN L. ROSS
706,703.61 sq. ft.± (16.22 ac.±)
ZONING: AR-1
PROPOSED LOT B
NIF MARTIN L. ROSS
435,607.84 sq. ft.± (10.00 ac.±)
ZONING: AR-1
REMAINING LANDS OF
TM 532-16.00-14.00
NIF MARTIN L. ROSS
4,523,641.53 sq. ft.± (103.85 ac.±)
ZONING: AR-1
TM 532-16.00-14.08
NIF MARTIN L. ROSS
PLAT BOOK 252, PG. 58
ZONING: AR-1
TM 532-16.00-14.12
LOT A
NIF MARTIN L. ROSS
435,760 sq. ft.± (10.00 ac.±)
PLAT BOOK 282, PG. 53
ZONING: AR-1
TM 532-16.00-14.12
NIF DAVID MILLER
PLAT BOOK 252, PG. 58
ZONING: AR-1
TM 532-16.00-14.11
NIF STEVEN A. REMUS
DEED BOOK 4115, PG. 162
AREA: 409,391 (11.00 AC.±)
ZONING: AR-1
TM 532-16.00-14.07
NIF STEVEN A. REMUS
DEED BOOK 4378, PG. 144
AREA: 63,135 SF (1.67 AC.±)
ZONING: AR-1
TM 532-16.00-14.05
NIF EDDIE R. ALLISON
DEED REF.: DB 2986, PG 248
ZONING: AR-1
TM 532-16.00-16.00
NIF MARK S. WHITELOCK
ZONING: AR-1
TM 532-16.00-14.06
NIF
MARTIN L. ROSS
PLAT BOOK 252,
PG. 58
ZONING: AR-1
EX. DRIVEWAY ACCESS FOR PARCEL 14.00
EXISTING GRASS ENTRANCE
A 50 FEET WIDE PERMANENT CROSS ACCESS EASEMENT IN FAVOR OF LOTS B & C FOR INGRESS, EGRESS, REGRESS, DRAINAGE, & UTILITIES IS HEREBY ESTABLISHED AS PER THIS PLAT. AREA: 36,449 SF± (0.84 AC.±)
A 10' WIDE STRIP OF RIGHT-OF-WAY WAS RESERVED TO THE STATE OF DELAWARE AS PER PLAT BOOK 252, PAGE 58 FOR FUTURE RIGHT-OF-WAY NEEDS
EX. ENTRANCE TO BE UPGRADED TO MEET GEOMETRIC REQUIREMENTS FOR RESIDENTIAL ENTRANCE, NO PAVING REQUIRED
EX. ENTRANCE TO BE UPGRADED TO MEET GEOMETRIC REQUIREMENTS FOR RESIDENTIAL ENTRANCE, NO PAVING REQUIRED
EXISTING MAILBOX TO BE RELOCATED
EXISTING DWELLING
EXISTING SHED
EXISTING DITCH
APPROXIMATE EXISTING DITCH
EXISTING FENCE
EXISTING WOODED AREA
WOODED AREA
EX. DRIVEWAY
EX. GRAVEL DRIVEWAY
EX. DRIVEWAY
EX. DRIVEWAY
EX.



REFER TO SHEET V-0801 FOR BOUNDARY INFORMATION ON PARCEL 14.00 ON THE NORTH SIDE OF WHITESVILLE ROAD

PARCEL LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 50°30'03" E	37.53'
L2	S 40°58'09" W	83.14'
L3	S 18°35'37" W	80.96'
L4	S 50°21'10" E	200.36'
L5	S 39°29'57" W	21.00'
L6	S 50°21'22" E	208.91'
L7	N 39°29'57" E	180.78'
L8	S 40°48'27" W	37.97'
L9	N 50°30'03" W	57.21'
L10	S 39°29'57" W	154.64'
L11	S 50°30'03" E	53.68'
L12	S 72°25'33" E	130.15'
L13	N 41°32'07" E	144.09'
L14	S 39°29'57" W	268.82'
L15	S 73°14'33" E	201.68'
L16	N 39°29'57" E	190.85'
L17	S 50°30'03" E	114.31'
L18	N 37°24'03" E	89.82'

THE BOUNDARY INFORMATION FOR PARCEL 14.00 ON THE SOUTH SIDE OF WHITESVILLE ROAD IS BASED ON DOCUMENTS OF PUBLIC RECORD AND IS NOT THE RESULT OF AN ACTUAL FIELD SURVEY.

0 200' 400'

ENGINEER CERTIFICATION:
IT IS HEREBY CERTIFIED THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION, AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

NO. 12576 — REGISTERED PROFESSIONAL ENGINEER

SIGNATURE — DATE 7/9/2020

SHARON K. CRUZ, PE (DE PE#12576) (302) 684-8030
PENNONI ASSOCIATES, INC
18072 DAVIDSON DRIVE MILTON, DE 19968

OWNER CERTIFICATION:
IT IS HEREBY CERTIFIED THAT I AM THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN. THE PLAN WAS MADE AT MY DIRECTION, THAT I ACKNOWLEDGE THE SAME TO BE MY ACT. IT IS MY DESIRE TO HAVE THE PLAN RECORDED AS SHOWN AND IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

MARTIN L. ROSS — DATE 7-8-20

16314 WHITESVILLE ROAD
DELMAR, DE 19940
(302) 228-9758

PENNONI ASSOCIATES INC.
18072 Davidson Drive
Milton, DE 19968
T 302.684.8030 F 302.684.8054

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

LANDS N/F MARTIN L. ROSS
SUSSEX COUNTY - LITTLE CREEK HUNDRED
WHITESVILLE ROAD (DE 30), DELMAR, DE
SUSSEX COUNTY TAX MAP: 532-16.00-14.00

MINOR SUBDIVISION PLAN

MARTIN L. ROSS
16314 WHITESVILLE ROAD
DELMAR, DE 19940

DATE	NO.	REVISIONS	BY
6/15/20	4	REVISED LOT LAYOUT	MW
5/19/20	3	REVISED PER DELDOT COMMENTS, NEW LAYOUT	MW
3/23/20	2	REVISED PER DELDOT COMMENTS	MW
2/21/20	1	REVISED PER DELDOT COMMENTS	MW

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES, AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	ROSFX19001
DATE	2020-01-13
DRAWING SCALE	1" = 200'
DRAWN BY	MW
APPROVED BY	SKC

V-0802

SHEET 2 OF 2

U:\Accounts\ROSFX\ROSFX19001 - 16398 Whitesville Road\DESIGN_SHEETS\ROSFX19001-V-0801.dwg PLOTTED: 6/15/2020 10:48 AM By: Matt Walls PLOTSTYLE: Pennoni NCS.ctb PROJECT STATUS: —

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

August 03, 2020

Mr. Jamie Whitehouse, Director
Sussex County Planning & Zoning Commission
Sussex County Administration Building
P.O. Box 417
Georgetown, Delaware 19947

SUBJECT: Minor Subdivision - Letter of No Objection to Recordation
Lot A Scott and Kim Whaley
Tax Parcel # 332-9.00-8.02
SCR458-HUDSON ROAD
Little Creek (Sussex) Hundred, Sussex County

Dear Mr. Whitehouse:

The Department of Transportation has reviewed the Minor Subdivision Plan dated April 3, 2020 (last revised July 17, 2020), for the above referenced site, and has no objection to its recordation as shown on the enclosed drawing. This "No Objection to Recordation" approval shall be valid for a period of **five (5) years**. If the Minor Subdivision Plan is not recorded and/or an entrance permit is not issued for the lot(s) prior to the expiration of the "No Objection to Recordation", then the plan must be updated to meet current requirements and resubmitted for review and approval.

Entrances(s) must be installed prior to the sale of the lot(s). All entrances shall conform to DelDOT's Development Coordination Manual and shall be subject to its approval. **This letter does not authorize the commencement of entrance construction.**

This "No Objection to Recordation" letter is not a DelDOT endorsement of the project discussed above. Rather, it is a recitation of the transportation improvements, which the applicant may be required to make as a pre-condition to recordation steps and deed restrictions as required by the respective county/municipality in which the project is located. If transportation investments are necessary, they are based on an analysis of the proposed project, its location, and its estimated impact on traffic movements and densities. The required improvements conform to DelDOT's published rules, regulations and standards. Ultimate responsibility for the approval of any project rests with the local government in which the land use decisions are authorized. There may be other reasons (environmental, historic, neighborhood composition, etc.) which compel that jurisdiction

to modify or reject this proposed plan even though DelDOT has established that these enumerated transportation improvements are acceptable.

The owner shall be responsible to submit a copy of the **recorded Minor Subdivision Plan** showing all appropriate signatures, seals, plot book and page number to the South District Public Works office (302) 853-1341 in order to obtain the entrance permit(s) for the proposed minor subdivision.

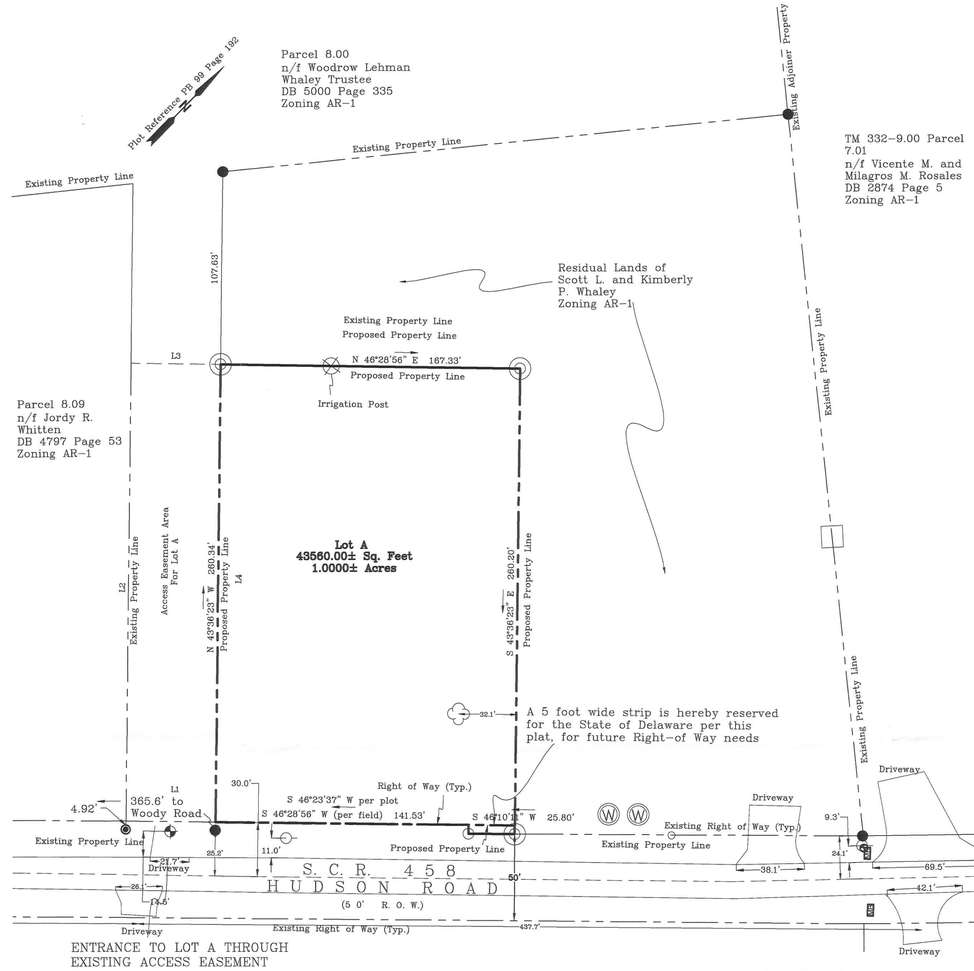
Sincerely,



Susanne K. Laws
Sussex County Review Coordinator
Development Coordination

cc: John Roach, John B. Roach Engineering, LLC
Rusty Warrington, Sussex County Planning & Zoning
Jessica L. Watson, Sussex Conservation District
James Argo, South District Project Reviewer
William Kirsch, South District Entrance Permit Supervisor
Shannon Anderson, South District Public Work Admin Specialist
Wendy L. Polasko, Process and Quality Control Engineer
John Andrescavage, Sussex County Reviewer

Minor Subdivision Plan – Lot A – Scott L. and Kimberly P. Whaley

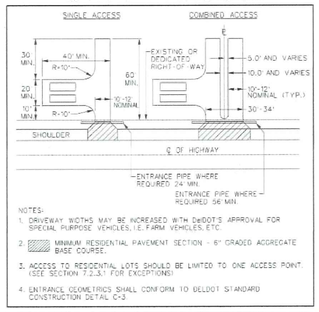


ENTRANCE TO LOT A THROUGH EXISTING ACCESS EASEMENT

PLAN VIEW
1" = 40'

0' 20' 40' 80' 120'
SCALE: 1" = 40'

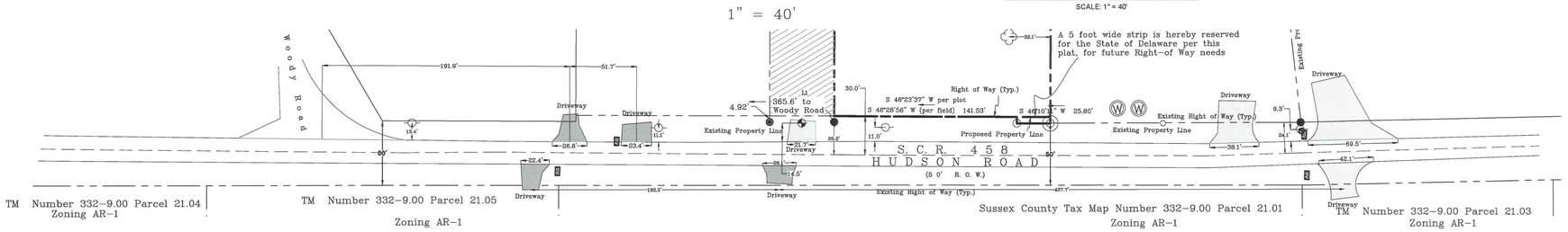
Figure 7.2.3.3-a Residential Access Design Requirements



NOTES:
1. DRIVEWAY WIDTHS MAY BE INCREASED WITH DeDOT'S APPROVAL FOR SPECIAL PURPOSE VEHICLES, I.E. FARM VEHICLES, ETC.
2. MINIMUM RESIDENTIAL PAVEMENT SECTION - 6" GRADED AGGREGATE BASE COURSE.
3. ACCESS TO RESIDENTIAL LOTS SHOULD BE LIMITED TO ONE ACCESS POINT. (SEE SECTION 7.2.3.3 FOR EXCEPTIONS)
4. ENTRANCE GEOMETRICS SHALL CONFORM TO DELDOT STANDARD CONSTRUCTION DETAIL C-3

LOT A
ACCESS EASEMENT PROPERTY AREA

LINE	BEARING	DISTANCE
L1	S 46°28'56" W	167.33'
L2	N 43°36'23" W	260.34'
L3	N 46°28'56" E	167.33'
L4	S 43°36'23" E	260.20'



TM Number 332-9.00 Parcel 21.04
Zoning AR-1

TM Number 332-9.00 Parcel 21.05
Zoning AR-1

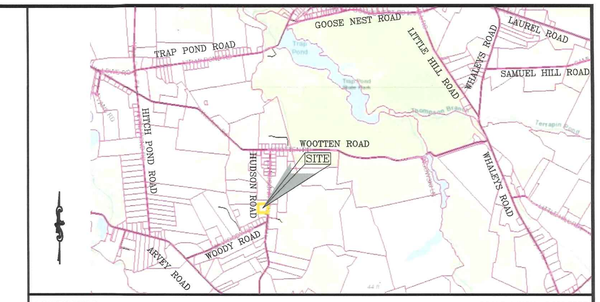
Sussex County Tax Map Number 332-9.00 Parcel 21.01
Zoning AR-1

TM Number 332-9.00 Parcel 21.03
Zoning AR-1

EXTENDED ROAD VIEW
1" = 50'

LEGEND

- EX–ADJOINER BOUNDARY
- EX–BOUNDARY
- IRRIGATION POST
- PROPERTY CORNER
- WELL
- REBAR AND CAP SET
- IRON PIPE FOUND
- CONCRETE MONUMENT
- POWER POLE
- MB MAILBOX
- T TELEPHONE PEDASTAL
- EASEMENT LINE



LOCATION MAP — SCALE: 1 INCH = 2,000 FEET

PLAN DATA:

PARCEL I.D. No	*	332-9.00-8.02
PLAT REFERENCE	*	D.B. 3728, PAGE 56
ZONING DISTRICT	*	AR-1 (ZONING CLASSIFICATION)
ROADWAY CLASSIFICATION	*	SCR 458 - HUDSON ROAD (LOCAL ROAD)
POSTED SPEED LIMIT	*	50 M.P.H.
PRESENT USE	*	AGRICULTURAL RESIDENTIAL
PROPSED USE	*	AGRICULTURAL RESIDENTIAL
SEWAGE DISPOSAL	*	INDIVIDUAL ON-SITE WASTEWATER DISPOSAL SYSTEMS (PRIVATE) SEWERAGE IS SUBJECT TO APPROVAL OF THE THE DELAWARE STATE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL.
WATER SUPPLY	*	INDIVIDUAL ON-SITE WELLS (PRIVATE) WATER IS SUBJECT TO THE APPROVAL OF THE DELAWARE STATE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL AND THE DELAWARE DIVISION OF PUBLIC HEALTH.
OWNER	*	MR.SCOTT L. & MRS. KIMBERLY P. WHALEY 34650 HUDSON ROAD LAUREL, DE 19958
LOT AREA RATIONALE	*	AREA IN LOTS = 1.0000 ACRES AREA IN REMAINING LANDS = 2.0000 ACRES GROSS AREA = 3.0000 ACRES
TOTAL No. OF LOTS	*	EXISTING LOTS * 1 PROPOSED LOTS * 1
(TID) PROXIMITY	*	15 miles
OWNER	*	SCOTT L. AND KIMBERLY P. WHALEY 34650 HUDSON ROAD LAUREL, DE 19956 443-783-5717

DELDOT NOTES:
1. ALL ENTRANCES SHALL CONFORM TO DELDOT'S DEVELOPMENT COORDINATION MANUAL (DCM) AND SHALL BE SUBJECT TO ITS APPROVAL.
2. 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.
3. LOT A SHALL HAVE A SHARED ACCESS FROM SCR 458 WITH THE EXISTING ENTRANCE FOR PARCEL 8.00.
4. LOT A SHALL HAVE ACCESS TO SCR 458 VIA A 50 FEET WIDE INGRESS/ EGRESS ACCESS EASEMENT
5. THE RESIDUAL LANDS SHALL HAVE A SINGLE ACCESS FROM SCR 458 VIA THE EXISTING ENTRANCE AS SHOWN ON THIS PLAN.
6. IF THE RESIDUAL LANDS OF THE APPLICANT ARE EVER DEVELOPED INTO A MAJOR SUBDIVISION, THEN THE ACCESS TO THE PARCELS CREATED BY THIS MINOR SUBDIVISION PLAN MAY BE REQUIRED TO BE FROM AN INTERNAL SUBDIVISION STREET.
7. WE, THE UNDERSIGNED, HEREBY CERTIFY TO THE OWNERSHIP OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN, THAT THE PLAN WAS MADE AT MY/OUR DIRECTION, AND THAT I/WE ACKNOWLEDGE THE SAME TO BE OUR ACT AND THAT I/WE DESIRE THE PLAN TO BE RECORDED ACCORDING TO THE LAW.

I CERTIFY THAT TITLE 17, SECTION 530 IS APPLICABLE TO THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN BY VIRTUE OF: (CHECK APPLICABLE SECTION)

_ THE PARCEL IS SUBDIVIDEED INTO NO MORE THAN 2 PARCELS WHICH WILL BE CONTINUED TO BE USED AS A FARM OR FARMLAND, OR

X THE SUBDIVIDED PARCEL OR PARCELS WILL BE TRANSFERRED TO A FAMILY MEMBER OR MEMBERS FOR PURPOSES OF USE AS A FAMILY MEMBER OR MEMBERS' PRINCIPAL RESIDENCE OR FARMLAND.

Scott L. Whaley — 8-8-20

Kimberly P. Whaley — 8-8-20

SCOTT L. AND KIMBERLY P. WHALEY
34650 HUDSON ROAD
LAUREL, DE 19947

DATE

ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEGE COMPLIES WITH THE APPLICABLE STATE AND LOCAL REGULATIONS AND ORDINANCES.

JOHN B. ROACH, JR., P.E. — DATE 8/08/2020

JOHN B. ROACH, JR. REGISTERED No. 12178 DELAWARE PROFESSIONAL ENGINEER

NOTES

1. THIS SURVEY IS CLASSIFIED AS A "SUBURBAN" SURVEY.
2. UNLESS THIS PLAT HAS A SEAL WITH AN ORIGINAL SIGNATURE OF ENGINEER, IN RED INK, THIS IS NOT AN AUTHORIZED COPY.
3. THE SURVEY DOES NOT VERIFY THE EXISTENCE OF OR NONEXISTENCE OF ANY EASEMENTS OR RIGHT OF WAYS.

RECORD MINOR SUBDIVISION PLAN

FOR PROPERTY KNOWN AS:
LANDS OF "SCOTT L. AND KIMBERLY P. WHALEY"

ALSO KNOWN AS:
"34650 HUDSON ROAD, LAUREL, DE"

SITUATE IN:
LITTLE CREEK HUNDRED * SUSSEX COUNTY
STATE OF DELAWARE

TAX MAP#: 332-9.00-8.02

Revision Number	Revision Date	Revision Description
1	06/17/2020	Revisions per comments 06/09/2020
2	07/03/2020	Revisions per comments 07/02/2020
3	07/17/2020	Revisions per comments 07/14/2020

JOHN B. ROACH Engineering LLC
22184 MELSON ROAD
GEORGETOWN, DELAWARE 19947
PHONE NO. 302-856-1565

Drawn By: JBR	Date: 04–03–2020
Scale: 1"=40'	Sheet 1/1