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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: October 14, 2020
RE: Other Business for the October 22, 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 October 22, 2020 Planning Commission meeting.

Beach Tree Preserve Subdivision (2018-04) KS

Final Subdivision & Landscape Plans

These are a Final Subdivision and Landscape Plans for a cluster subdivision of 155 single-family lots from a 77.79-acre parcel of land accessed from and lying on the north side of Robinsonville Road (S.C.R. 277) and west side of John J. Williams Highway (Route 24) with associated open space and site improvements. At their meeting of Thursday, June 14, 2018, the Planning and Zoning Commission approved the Preliminary Subdivision Plan. The Final Subdivision Plan complies with the Sussex County Zoning and Subdivision Code and all conditions of approval. Tax Parcel: 234-11.00-49.00 (part of). Zoning: AR-1 (Agricultural Residential Zoning District.) Staff are in receipt of all agency approvals.

Friendship Hall (S-18-89 & CU 2142) (F.K.A. Orr Property) HW

Final Site Plan

This is a Final Site Plan for the creation of one-hundred and thirty-three (133) condominium units on a 47.71-acre parcel of land. The property is located on the side of Central Avenue (S.C.R. 84). At their meeting of Tuesday, November 13, 2018, County Council approved the Conditional Use (CU 2142) to accommodate the use of the townhomes on the parcel and the change was adopted through Ordinance No. 2612. Furthermore, at their meeting of Thursday, January 10, 2019, the Planning and Zoning Commission approved the Preliminary Site Plan. The Final Site Plan complies with the Sussex County Zoning Code and all conditions of approval. Tax Parcel: 134-16.00-39.00. Zoning: GR (General Residential Zoning District). Staff are in receipt of all agency approvals.

WMF Powersports, LLC (S-20-07) BM

Final Site Plan

This is a Final Site Plan for a proposed 2,200 square foot pole building for boat repairs and other site improvements on a 0.471 acre +/- parcel. At their meeting of Thursday, March 26, 2020, the Planning and Zoning Commission approved the Preliminary Site Plan contingent upon the Final Site Plan being revised to show interconnectivity with the adjoining parcel along with any changes to parking as needed. The Applicant is requesting a waiver from the interconnectivity requirement for commercial uses and has submitted a letter noting existing site constraints. The site is located at 32665 Oak Orchard Road. The Final Site Plan otherwise complies with the Sussex County Zoning Code. If

approved, the Applicant has indicated that a lot consolidation plan, to combine the lots, will be submitted prior to any stamping of final plans. Tax Parcels: 234-34.08-54.00 & 234-34.08-63.00. Zoning: C-1 (General Commercial Zoning District) and GR (General Residential Zoning District.) Staff are in receipt of all agency approvals.

Hang 10 LLC (Diego's Hideaway) BM

Revised Site Plan

This is a Revised Site Plan for additional outside seating, two (2) storage sheds, and other site improvements for Diego's Hideaway bar and nightclub. The parcels are located on the southwest side of the intersection of Rehoboth Avenue Ext. (Route 1A) and Atlantic Avenue. The Planning and Zoning Department approved a Temporary Outdoor Seating Area application that is valid until March 31, 2021 under the Governor of Delaware's current declaration. The applicant is seeking approval to keep and expand their outdoor seating areas permanently. There is a shared parking agreement between the applicant and the adjacent property owners of Crystal Restaurant. The Revised Site Plan complies with the Sussex County Zoning Code. Tax Parcels: 334-13.20-81.00, 95.01, 96.00, 97.00, & 98.00. Zoning: C-1 (General Commercial Zoning District). Staff are awaiting agency approvals.

Brent and Lisa Hershey (S-20-36) KS

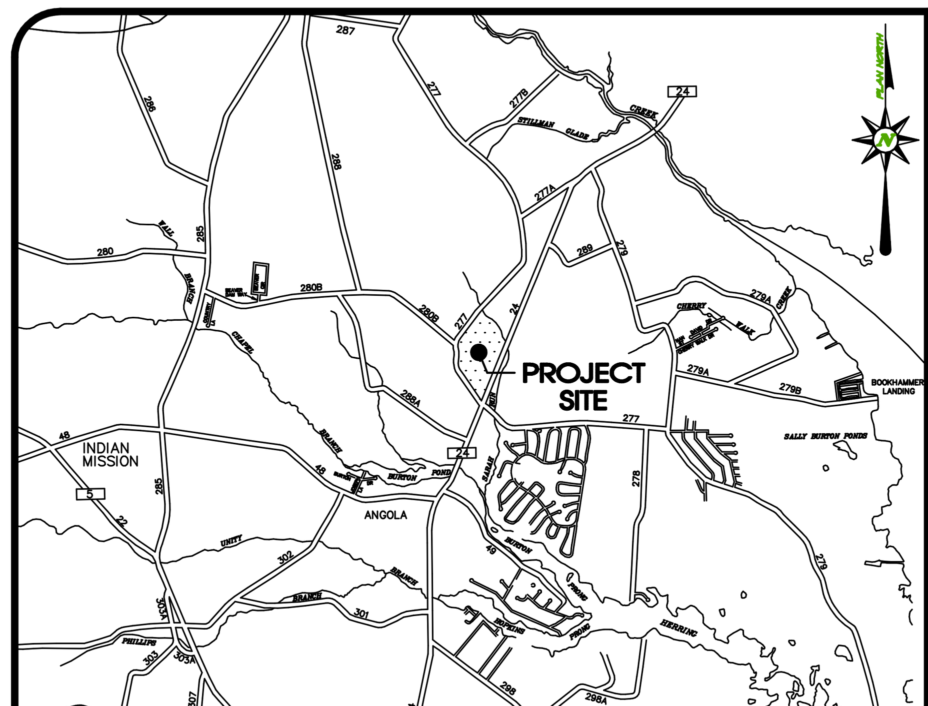
Preliminary Site Plan

This is a Preliminary Site Plan for a proposed storage facility with outdoor storage located at 14356 Broadkill Road (Route 16). At their meeting of Tuesday, November 11, 2019, the Sussex County Council approved Conditional Use (CU 2183) subject to six (6) conditions. At their meeting of Monday, January 27, 2014, the Board of Adjustment approved variances for the existing structures which are used for the existing hog farm. The Preliminary Site Plan complies with the Sussex County Zoning Code and all conditions of approval. Tax Parcel: 235-15.00-26.07. Zoning: AR-1 (Agricultural Residential Zoning District). Staff are awaiting agency approvals.

Spring Town Farms Subdivision (2007-43) KS

Request to Revise Conditions of Approval

This is a request to revise the Conditions of Approval for the Spring Town Farms Subdivision (2007-43), which is a standard subdivision comprised of forty-one (41) single family lots. The Final Subdivision Plan was approved by the Planning and Zoning Commission at its meeting of Thursday, June 26, 2014. Specifically, the Applicant is requesting to remove Condition "L" which states, *"there shall be a walking path throughout the subdivision along the rear of all lots"* and Condition "O" which states, "*A location for a picnic area, tot lot and supporting benches shall be shown on the Final Site Plan"*. The Applicant also would request that the plan be amended to remove the proposed lighting at the cul-de-sac ends of Asher Court and Marley Court since there is already adequate lighting installed throughout the subdivision. The applicant has submitted documentation that demonstrates that well over 51% (83%) of current property owners' consent to these requested changes. Tax Parcels: 334-10.00-67.00 & 334-10.00-279.00. Zoning: AR-1 (Agricultural Residential Zoning District).



LOCATION MAP

PLAN LEGEND

- EXISTING PROPERTY BOUNDARY
- EXISTING ADJACENT PROPERTY BOUNDARY
- PROPOSED LOT LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING UTILITY EASEMENT
- EXISTING WETLANDS LIMITS
- PROPOSED BUILDING RESTRICTION LINE
- EXISTING CENTERLINE
- PROPOSED EASEMENT
- PE — PE PROPOSED PERMANENT EASEMENT (DELDOT)
- PROPOSED CENTERLINE
- PROPOSED WETLAND BUFFER (25')
- PROPOSED WETLAND BUFFER (50')
- —X—X— PROPOSED FENCE
- IRON ROD (FOUND)
- IRON ROD (SET)
- CONCRETE MONUMENT (FOUND)
- RIGHT-OF-WAY MARKER (TO BE SET)

PROPERTY AREA	
DEDICATION (DELDOT):	2.041 Ac. (2.62%)
LOT AREA:	33.917 Ac. (43.60%)
RIGHT-OF-WAY AREA:	6.827 Ac. (8.79%)
STORMWATER MANAGEMENT /BUFFERS/OPEN SPACE AREA (including Amenity Area):	33.089 Ac. (42.53%)
NON-TIDAL WETLAND AREA:	1.915 Ac. (2.46%)
TOTAL AREA:	77.789 Ac.
PROPOSED GROSS DENSITY:	2.00 Units Per Ac.

SITE DATA and ZONING SCHEDULE

TAX PARCEL NO.:	234-11.00-49.00
LOCAL GOVERNMENT APPROVAL BY:	SUSSEX COUNTY
PROPERTY ADDRESS:	ROBINSONVILLE ROAD LEWES, DE 19958
EXISTING SITE USE:	DWELLING & AGRICULTURE
PROPOSED SITE USE:	155 SINGLE FAMILY DETACHED UNITS
ZONING DISTRICT:	AR-1 (AGRICULTURE/RESIDENTIAL)
GROSS PROPERTY AREA:	77.789 Ac.
DEDICATED R.O.W. AREA:	1.945 Ac.
NET PROPERTY AREA:	75.844 Ac.
INVESTMENT LEVEL AREA:	3

ORDINANCE ITEM	REQUIREMENT:	PROVIDED:
MINIMUM LOT AREA	7,500 Sq. Ft.	8,750 Sq. Ft.
MINIMUM LOT WIDTH	60 Ft.	60 Ft.
MINIMUM LOT DEPTH	100 Ft.	125 Ft.
MINIMUM SETBACKS:		
FRONT	25 Ft.	25 Ft.
SIDE	10 Ft.	10 Ft.
REAR	10 Ft.	10 Ft.
CORNER	15 Ft.	15 Ft.
MAXIMUM BUILDING HEIGHT	42 Ft.	42 Ft.
SEWER SERVICE	SUSSEX COUNTY	
WATER SERVICE	TIDEWATER UTILITIES	

PROPERTY OWNER

DOUBLE DB, LP
507 NORTH YORK STREET, SUITE 2D
MECHANICSBURG, PA 17055
717.460.7029
webster.gray@yahoo.com

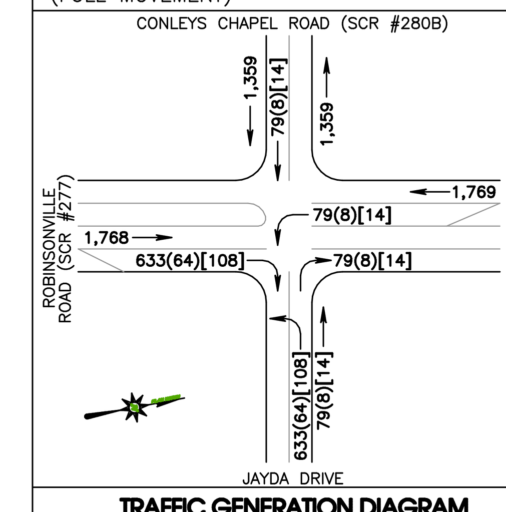
DELDOT SITE GENERAL NOTES

REVISED 03/21/2019

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 SIDEWALK AND/OR SHARED-USE PATH.
7. ALL LOTS SHALL HAVE ACCESS FROM THE INTERNAL SUBDIVISION STREET.
8. DRIVEWAYS WILL NOT BE PERMITTED TO BE PLACED AT CATCH BASIN LOCATIONS.
9. 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.
10. THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MONUMENTS IN ACCORDANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL.

TRIP GENERATION - ROBINSONVILLE ROAD (SCR #277)

(FULL MOVEMENT)



TRAFFIC GENERATION DIAGRAM
TRIPS PER DAY (VEHICLES IN A.M.) [P.M. PEAK HOUR]

ROAD TRAFFIC DATA:

FUNCTIONAL CLASSIFICATION – S-277 (ROBINSONVILLE ROAD) – LOCAL
POSTED SPEED LIMIT – 45 MPH
AADT = 3,537 TRIPS (FROM 2018 DelDOT TRAFFIC SUMMARY)
10-YR PROJECTED AADT = 4,102 TRIPS
10-YR PROJECTED AADT + SITE ADT = 5,684 TRIPS
TRAFFIC PATTERN GROUP – 7 (FROM 2018 DelDOT TRAFFIC SUMMARY)
PEAK HOUR = 14% x 5,684 = 796 TRIPS
13.11% TRUCKS x 5,684 = 746

SITE TRIPS GENERATED:

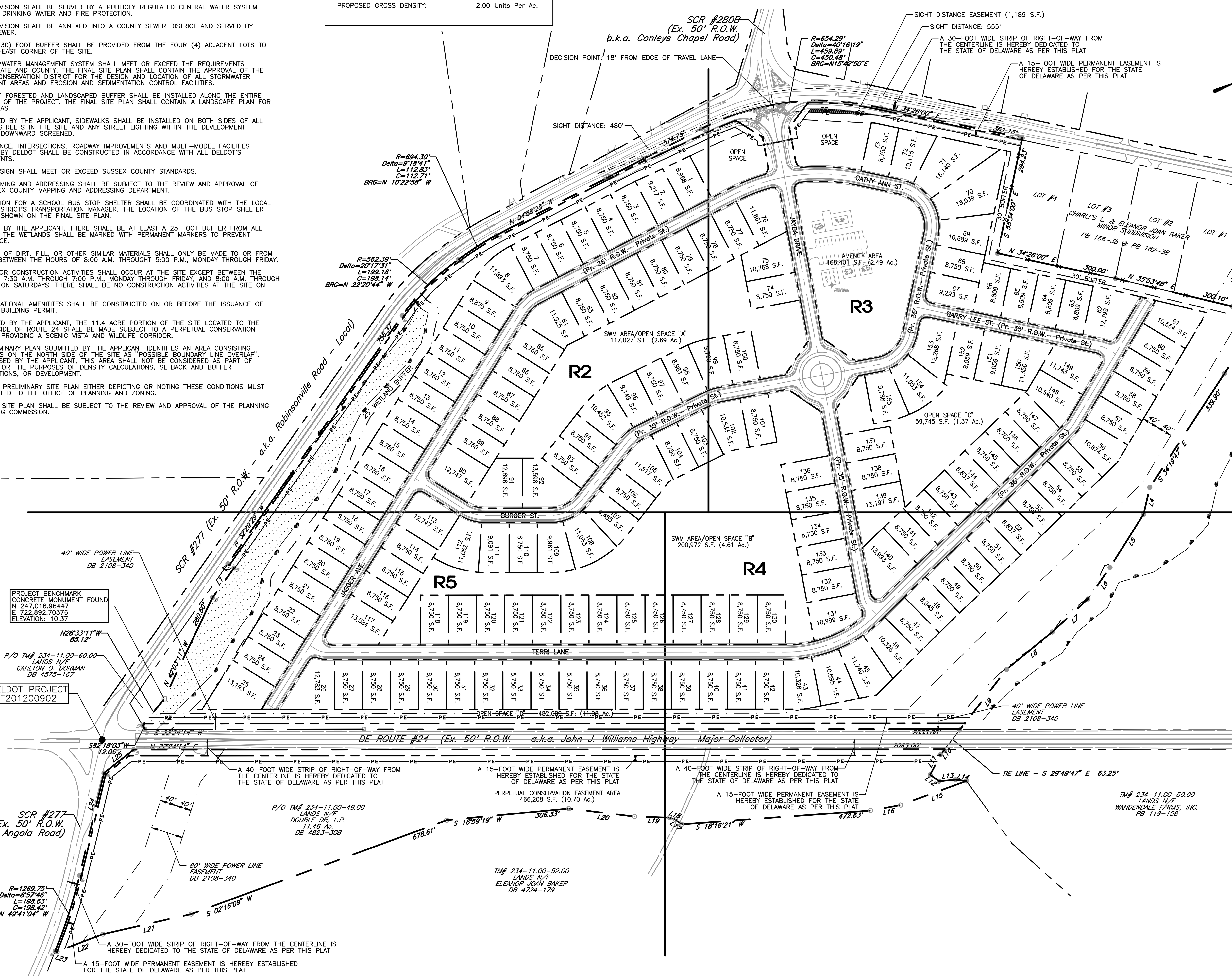
SOURCE: ITE TRIP GENERATION MANUAL 10th EDITION
155 SINGLE FAMILY DETACHED UNITS (210)

ONE ENTRANCE – FULL MOVEMENT
DESIGN VEHICLE: SU-30
155 SINGLE FAMILY DETACHED UNITS
WEEKDAY = 1,556 TRIPS (PEAK 164 TRIPS)
SATURDAY = 1,582 TRIPS (PEAK 149 TRIPS)
SUNDAY = 1,359 (PEAK 139 TRIPS)

TOTAL ADT FOR SUBDIVISION (SATURDAY) = 1,582 TRIPS
DIRECTIONAL DISTRIBUTION:
80% TO AND FROM THE SOUTH: 1,266 TRIPS
(128 A.M. PEAK) [216 P.M. PEAK]
10% TO AND FROM THE NORTH: 158 TRIPS
(16 A.M. PEAK) [28 P.M. PEAK]
10% TO AND FROM THE WEST: 158 TRIPS
(16 A.M. PEAK) [28 P.M. PEAK]
13.11% TRUCKS & BUSES x 1,582 = 208

SUBDIVISION 2018-04 - CONDITIONS OF APPROVAL

A. THERE SHALL BE NO MORE THAN 155 LOTS WITHIN THE SUBDIVISION.
B. THE APPLICANT SHALL FORM A HOMEOWNER'S ASSOCIATION TO BE RESPONSIBLE FOR THE MAINTENANCE OF STREETS, ROADS, BUFFERS, STORMWATER MANAGEMENT FACILITIES AND OTHER COMMON AREAS.
C. THE SUBDIVISION SHALL BE SERVED BY A PUBLICLY REGULATED CENTRAL WATER SYSTEM PROVIDING DRINKING WATER AND FIRE PROTECTION.
D. THE SUBDIVISION SHALL BE ANNEXED INTO A COUNTY SEWER DISTRICT AND SERVED BY COUNTY SEWER.
E. A THIRTY (30) FOOT BUFFER SHALL BE PROVIDED FROM THE FOUR (4) ADJACENT LOTS TO THE NORTHEAST CORNER OF THE SITE.
F. 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.
G. A 20 FOOT FORESTED AND LANDSCAPED BUFFER SHALL BE INSTALLED ALONG THE ENTIRE PERIMETER OF THE PROJECT. THE FINAL SITE PLAN SHALL CONTAIN A LANDSCAPE PLAN FOR THESE AREAS.
H. AS OFFERED BY THE APPLICANT, SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF ALL INTERNAL STREETS IN THE SITE AND ANY STREET LIGHTING WITHIN THE DEVELOPMENT SHALL BE DOWNWARD SCREENED.
I. ALL ENTRANCE, INTERSECTIONS, ROADWAY IMPROVEMENTS AND MULTI-MODEL FACILITIES REQUIRED BY DELDOT SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL DELDOT'S REQUIREMENTS.
J. STREET DESIGN SHALL MEET OR EXCEED SUSSEX COUNTY STANDARDS.
K. STREET NAMING AND ADDRESSING SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE SUSSEX COUNTY MAPPING AND ADDRESSING DEPARTMENT.
L. THE LOCATION FOR A SCHOOL BUS STOP SHELTER SHALL BE COORDINATED WITH THE LOCAL SCHOOL DISTRICT'S TRANSPORTATION MANAGER. THE LOCATION OF THE BUS STOP SHELTER SHALL BE SHOWN ON THE FINAL SITE PLAN.
M. AS STATED BY THE APPLICANT, THERE SHALL BE AT LEAST A 25 FOOT BUFFER FROM ALL WETLANDS. THE WETLANDS SHALL BE MARKED WITH PERMANENT MARKERS TO PREVENT DISTURBANCE.
N. DELIVERIES OF DIRT, FILL, OR OTHER SIMILAR MATERIALS SHALL ONLY BE MADE TO OR FROM THE SITE BETWEEN THE HOURS OF 8:00 A.M. THROUGHT 5:00 P.M., MONDAY THROUGH FRIDAY.
O. NO OUTDOOR CONSTRUCTION ACTIVITIES SHALL OCCUR AT THE SITE EXCEPT BETWEEN THE HOURS OF 7:30 A.M. THROUGH 7:00 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.
P. ALL RECREATIONAL AMENITITES SHALL BE CONSTRUCTED ON OR BEFORE THE ISSUANCE OF THE 75TH BUILDING PERMIT.
Q. AS OFFERED BY THE APPLICANT, THE 11.4 ACRE PORTION OF THE SITE LOCATED TO THE EASTERN SIDE OF ROUTE 24 SHALL BE MADE SUBJECT TO A PERPETUAL CONSERVATION EASEMENT PROVIDING A SCENIC VISTA AND WILDLIFE CORRIDOR.
R. THE PRELIMINARY PLAN SUBMITTED BY THE APPLICANT IDENTIFIES AN AREA CONSISTING 4.36 ACRES ON THE NORTH SIDE OF THE SITE AS "POSSIBLE BOUNDARY LINE OVERLAP". AS PROPOSED BY THE APPLICANT, THIS AREA SHALL NOT BE CONSIDERED AS PART OF THE SITE FOR THE PURPOSES OF DENSITY CALCULATIONS, SETBACK AND BUFFER DETERMINATIONS, OR DEVELOPMENT.
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.



PROJECT GENERAL NOTES

1. THE PROJECT SITE IS KNOWN AS BeachTree Preserve, (T.P. 234-11.00-49.00), AND IS LOCATED AT THE NORTHEAST INTERSECTION OF ROUTE 24 (JOHN J. WILLIAMS HWY) AND SCR 277 (ROBINSONVILLE ROAD) IN LEWES, DE.
2. THE BOUNDARY, EXISTING FEATURES AND TOPOGRAPHIC INFORMATION SHOWN ON THIS PLAN IS THE RESULT OF A FIELD SURVEY BY FORESIGHT SERVICES, 2103 A COASTAL HWY, DEWEY BEACH, DELAWARE 19971. TOPOGRAPHY IS BASED ON NAVD88 AND NORTH REFERENCE IS DELAWARE STATE PLANE COORDINATE SYSTEM NAD83.
3. SUBDIVISION STREETS CONSTRUCTED WITHIN THE LIMITS OF THE RIGHT-OF-WAY 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.
4. ALL PROPOSED STORMWATER MANAGEMENT FACILITIES ARE TO BE MAINTAINED BY THE DEVELOPER UNTIL SUCH TIME AS A HOMEOWNERS ASSOCIATION CAN PROVIDE FOR SAID MAINTENANCE.
5. ALL SUBDIVISION LOTS SHALL BE ACCESSED FROM THE INTERIOR SUBDIVISION STREETS ONLY. NO DIRECT ACCESS SCR 277 OR RT 24 SHALL BE PERMITTED.
6. 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.
7. THE CONTRACTOR SHALL ENSURE THAT ALL NECESSARY PERMITS AND APPROVALS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF ANY SITE CONSTRUCTION ACTIVITIES.
8. ALL CONTRACTORS WORKING ON THIS PROJECT SHALL COMPLY WITH THE REQUIREMENTS OF THE DELAWARE EROSION AND SEDIMENT CONTROL HANDBOOK (LATEST EDITION).
9. CONSTRUCTION MATERIALS AND PROCEDURES SHALL FOLLOW THE SUSSEX COUNTY ENGINEERING DEPARTMENT SPECIFICATIONS AND STANDARD DRAWINGS (LATEST EDITION).
10. EXISTING SUBSURFACE UTILITY INFORMATION INDICATED IS BASED UPON VISUAL FIELD INSPECTION BY FORESIGHT SERVICES SUCH INFORMATION CONCERNING THE SIZE, LOCATION, DEPTH, QUANTITY, ETC. OF SUBSURFACE UTILITIES IS APPROXIMATE IN NATURE AND HAS BEEN OBTAINED AS AN AID IN THE PROJECT DESIGN. THE INFORMATION PROVIDED IS REPRESENTATIVE OF SUBSURFACE CONDITIONS ONLY AT LOCATIONS AND DEPTHS WHERE SUCH INFORMATION WAS OBTAINED. THERE IS NO EXPRESSED OR IMPLIED AGREEMENT THAT UTILITY SIZE, LOCATION, DEPTH, QUANTITY, ETC. AS SHOWN EXISTS BETWEEN EXPLORED LOCATIONS. ACCORDINGLY, UTILITY INFORMATION SHOWN SHOULD NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES. IT IS INCUMBENT UPON THE CONTRACTOR TO VERIFY THE SIZE, LOCATION, DEPTH, QUANTITY, ETC. OF ALL UTILITIES BEFORE EXCAVATION.
11. BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) 100062 0341 K, MAP NUMBER 10005C0341K, DATED MARCH 16, 2015, THIS PROPERTY IS IN A ZONE "X"-UNSHADED WHICH IS AN AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.
12. THE WETLANDS BOUNDARY SHOWN WAS DELINEATED BY TEN BEARS ENVIRONMENTAL 1080 S. CHAPEL ST., NEWARK, DE 19702.
13. ALL CUL-DE-SACS ARE TO HAVE A 38' PAVED RADIUS. NO PARKING PERMITTED ON CUL-DE-SAC.
14. ALL PROPOSED LOT LINES SUBJECT TO EASEMENTS FOR UTILITY, STORMWATER MANAGEMENT, SIDEWALKS AND/OR MAINTENANCE. THESE EASEMENTS ARE DEDICATED TO THE HOMEOWNER'S ASSOCIATION AND ALL UTILITY COMPANIES (PUBLIC/PRIVATE). UNLESS OTHERWISE NOTED ON THE PLANS, EASEMENTS AS FOLLOWS:
    FRONT LOT LINES – 10 FEET
    SIDE LOT LINES – 5 FEET
    REAR LOT LINES – 5 FEET
15. ALL FIRE LANES, FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE DELAWARE STATE FIRE PREVENTION REGULATIONS.
16. ALL PROPOSED BUILDING CONSTRUCTION SHALL BE WOOD FRAME, TYPE II (000). NFPA 101 OCCUPANCY SHALL BE STORAGE, LOW & ORDINARY HAZARD.
17. AUTOMATIC FIRE SPRINKLERS ARE NOT PROPOSED FOR ANY STRUCTURE
18. IN ACCORDANCE WITH THE DELAWARE STATE FIRE PREVENTION REGULATIONS PART V, CHAPTER 4, SECTION 4-1.1, THE DEVELOPER SHALL PROVIDE, TO THE EMERGENCY DISPATCH CENTER HAVING JURISDICTION, A PLOT PLAN OF THE DEVELOPMENT SHOWING EACH BUILDING LOCATION. THE DEVELOPER SHALL ALSO ASSIGN NUMBERS TO ALL BUILDINGS IN A CONSECUTIVE MANOR AND HAVE PLACED THE ASSIGNED NUMBER IN A READILY VISIBLE LOCATION ON EACH BUILDING TO ELIMINATE CONFUSION IN THE EVENT THAT AN EMERGENCY VEHICLE IS NEEDED.
19. THIS PROPERTY IS 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 NOW OR IN THE FUTURE INVOLVE NOISE, DUST, MANURE AND OTHER ODORS, THE USE OF CHEMICALS AND NIGHTTIME FARM OPERATIONS. THE USE AND ENJOYMENT OF PROPERTY IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF ANY ANNOYANCE OR INCOVENIENCE WHICH MAY RESULT FROM SUCH NORMAL AGRICULTURAL USES AND ACTIVITIES.
20. DELDOT HAS IDENTIFIED IN AN AREA WIDE STUDY, LOCATIONS REQUIRING INFRASTRUCTURE IMPROVEMENTS NEAR BEACHTREE PRESERVE AND SEND RECOMMENDATIONS TO SUSSEX COUNTY PLANNING & ZONING FOR THE IMPROVEMENTS IN A LETTER DATED AUGUST 22, 2018. THE FOLLOWING IMPROVEMENTS SHALL BE IMPLEMENTED BY THE OWNER/APPLICANT PER DELDOT'S DISCRETION.

    1. THE PROPOSED DEVELOPMENT CONSISTS OF 155 SINGLE-FAMILY DETACHED HOUSES. PER THE 10TH EDITION OF THE INSTITUTE OF TRANSPORTATION ENGINEERS TRIP GENERATION MANUAL, THE PROPOSED DEVELOPMENT WOULD GENERATE 1,556 DAILY TRIPS AND 155 P.M. PEAK HOUR TRIPS. THE FEE IS CALCULATED AT TEN DOLLARS PER DAILY TRIP. FOR THE PROPOSED DEVELOPMENT, THE FEE WOULD BE $15,560.00. IT SHOULD BE PAID IN CONJUNCTION WITH THE INITIAL STAGE FEE.

    2. THE DEVELOPER SHALL ENTER INTO AN AGREEMENT WITH DELDOT TO FUND AN EQUITABLE SHARE OF THE IMPROVEMENTS PLANNED AS PART OF DELDOT'S HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) SR 24 AT CAMP ARROWHEAD ROAD AND SR 24 AT ROBINSONVILLE ROAD / ANGOLA ROAD PROJECT. BASED ON THE PROPOSED DEVELOPMENT'S PROJECTED P.M. PEAK HOUR TRIPS, THE AMOUNT OF THE EQUITABLE SHARE IS $70,778.00. THE DEVELOPER SHALL COORDINATE WITH DELDOT'S DEVELOPMENT COORDINATION SECTION ON THE TIMING OF THIS PAYMENT.
21. ANY STREET LIGHTING WITHIN THE DEVELOPMENT SHALL BE DOWNWARD SCREENED.
22. A SEPARATE AMENITIES PLAN SHALL BE SUBMITTED FOR REVIEW AND APPROVAL IN THE FUTURE.

DELDOT PHASING NOTES

1. ENTRANCE AND FRONTAGE IMPROVEMENTS ALONG ROBINSONVILLE ROAD AND CONLEY'S CHAPEL ROAD ARE TO BE CONSTRUCTED AND ACCEPTED BY DELDOT PRIOR TO THE ISSUANCE OF THE 1ST BUILDING PERMIT.
2. FRONTAGE IMPROVEMENTS ALONG SR 24 ARE TO BE CONSTRUCTED AND ACCEPTED BY DELDOT PRIOR TO THE ISSUANCE OF THE 100TH BUILDING PERMIT. CONSTRUCTION OF SR 24 IMPROVEMENTS MAY NOT COMMENCE UNTIL PROPOSED DRAINAGE PIPE HAS BEEN INSTALLED BY DELDOT CONTRACT T201200902 (TO COMMENCE SUMMER 2021).

RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION OF SUSSEX COUNTY ON THIS ________________ DAY OF ________________ 20___.

SECRETARY (ATTEST) ____________________

RECOMMENDED FOR APPROVAL BY THE SUSSEX COUNTY COUNCIL ON THIS ________________ DAY OF ________________ 20___.

PRESIDENT ____________________

WETLANDS CERTIFICATION

THIS SITE CONTAINS WETLANDS PER THE WETLAND DELINEATION CONDUCTED BY TEN BEARS ENVIRONMENTAL ASSOCIATES CO. ON AUGUST 9, 2017 IN GENERAL CONFORMANCE WITH U.S. ARMY CORPS OF ENGINEERS 2010 REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: ATLANTIC AND GULF COASTAL PLAIN REGION (VERSION 2.0)" U.S. ARMY ENGINEER RESEARCH AND DEVELOPMENT CENTER, ERDC/EL TR10-20.

____________________ DATE

DAVID BAILEY
TEN BEARS ENVIRONMENTAL
1080 S. CHAPEL STREET
NEWARK, DE 19702
302.731.8633

OWNER CERTIFICATE

I HEREBY CERTIFY THAT I AM THE EQUITABLE OWNER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN, THAT THE PLAN WAS MADE AT MY DIRECTION, 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

____________________ DATE

DOUBLE DB, LP
507 NORTH YORK STREET, SUITE 2D
MECHANICSBURG, PA 17055
Phone: 717.460.7029
Email: webster.gray@yahoo.com

No.:	DATE:	DESCRIPTION:	BY:
12	07/20/20	REMOVE SHARED USE PATH	K.T.S.
11	09/04/19	REVISIONS PER AGENCY COMMENTS	K.T.S.
10	06/28/19	REVISIONS PER AGENCY COMMENTS	K.T.S.
9	04/25/19	REVISIONS PER DELDOT COMMENTS	K.T.S.
8	02/22/19	REVISIONS PER SCED COMMENTS	K.T.S.
7	01/29/19	REVISIONS PER SCED COMMENTS	K.T.S.
6	11/27/18	REVISED LAYOUT PER CLIENT	K.T.S.
5	08/13/18	REVISIONS PER DELDOT COMMENTS	K.T.S.
4	07/24/18	REVISIONS PER PZ COMMENTS	K.T.S.
3	07/02/18	REVISIONS PER DELDOT COMMENTS	K.T.S.
2	03/15/18	REVISIONS PER DELDOT MEETING	K.T.S.
1	12/26/17	REVISIONS PER PLUS COMMENTS	K.T.S.

REVISIONS

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

DESIGN PROFESSIONAL DATE

APPROVED BY:	DESIGNED BY:	DRAWN BY:	LAYER LIST:
J.C.W.	K.T.S.	K.T.S.	B-02

SCALE IN FEET (1" = 150') 150' 0' 150' 300'

ONLY PLANS INCORPORATING A RAISED PROFESSIONAL SEAL ARE CONSIDERED TO BE OFFICIAL AND RELIED UPON BY THE USER. THIS PLAN HAS BEEN PREPARED SPECIFICALLY FOR THE CLIENT AND PROJECT DESIGNATED HEREON. ANY MODIFICATION, REVISION, DUPLICATION OR USE WITHOUT WRITTEN CONSENT OF THE KERCHER GROUP, INC. IS PROHIBITED BY LAW.

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OWNER/APPLICANT:
DOUBLE DB, LP
507 NORTH YORK STREET, SUITE 2D
MECHANICSBURG, PA 17055
Phone: 717.460.7029
Email: webster.gray@yahoo.com

PARCEL INFORMATION:
T.P.: 234-11.00, PARCEL 49.00
Deed Book 4823, Page 308
GROSS AREA: 77.789 Acres
ROW DED: 1.945 Acres
NET AREA: 75.844 Acres

RECORD PLAN – OVERVIEW
BeachTree Preserve
LEWES & REHOBOTH HUNDRED – SUSSEX COUNTY – DELAWARE

THE KERCHER GROUP, INC.
CONSULTING • SYSTEMS • ENGINEERING
37385 REHOBOTH AVE., UNIT 11 – REHOBOTH BEACH, DELAWARE 19971
302.854.9062 (Voice) 302.854.9064 (Fax) www.kerchergroup.com

JOB No: 17-0801EG
PLAN DATE: June 14, 2018
SHEET No.: R1

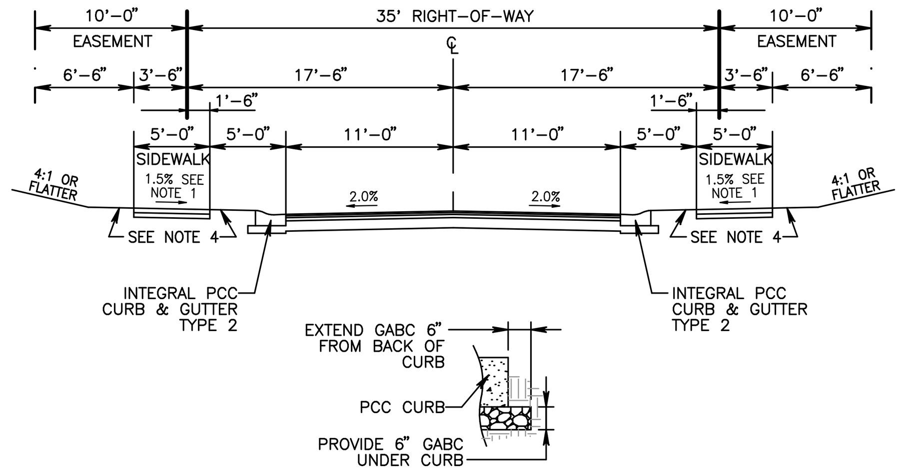
BeachTree Preserve Thu, Sep 3, 2020 (9:55)

CURVE TABLE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	2406.59'	168.23'	168.20'	N36°26'09"E	4°00'19"
C2	649.29'	182.40'	181.81'	N27°48'26"E	16°05'46"
C3	649.29'	91.69'	91.61'	N00°22'28"W	8°05'27"
C4	689.30'	112.11'	111.99'	N10°23'22"W	9°19'09"
C5	557.39'	197.53'	196.50'	N22°20'21"W	20°18'17"
C6	1274.75'	198.77'	198.57'	N49°41'55"W	8°56'03"
C7	19.50'	28.54'	26.06'	S36°23'32"E	83°50'49"
C8	487.50'	89.38'	89.26'	S00°16'44"W	10°30'18"
C9	117.50'	62.16'	61.44'	S20°07'48"E	30°18'46"
C10	19.50'	26.22'	24.29'	N03°14'15"E	77°02'52"
C11	67.50'	22.81'	22.70'	N32°04'58"E	19°21'27"
C12	19.50'	27.93'	25.60'	S04°17'35"W	82°04'19"
C13	67.50'	12.84'	12.82'	S39°52'52"W	10°53'44"
C14	19.50'	30.63'	27.58'	S79°26'00"W	90°00'00"
C15	487.50'	140.90'	140.41'	S26°09'12"W	16°33'36"
C16	19.50'	28.52'	26.05'	S59°46'44"W	83°48'40"
C17	19.50'	32.29'	28.73'	N54°14'38"E	94°52'52"
C18	452.50'	93.01'	92.85'	N00°54'53"E	11°46'37"
C19	82.50'	43.65'	43.14'	N20°07'48"W	30°18'46"
C20	19.50'	30.63'	27.58'	N80°17'11"W	90°00'00"
C21	82.50'	46.52'	45.91'	S38°33'31"W	32°18'35"
C22	82.50'	74.77'	72.23'	S03°33'32"E	51°55'32"
C23	19.50'	30.63'	27.58'	N09°42'49"E	90°00'00"
C24	19.50'	41.63'	34.16'	S83°33'31"W	122°18'35"
C25	19.50'	42.19'	34.43'	N39°41'51"E	123°58'25"
C26	117.50'	31.26'	31.17'	N29°07'17"W	15°14'35"
C27	19.50'	37.04'	31.72'	N88°50'43"E	108°49'26"
C28	19.50'	30.63'	27.58'	N10°34'00"W	90°00'00"
C29	82.50'	96.83'	91.37'	N21°56'28"W	67°15'04"
C30	82.50'	129.59'	116.67'	N79°26'00"E	90°00'00"
C31	452.50'	140.78'	140.22'	N25°31'13"E	17°49'34"
C32	19.50'	32.31'	28.74'	N30°51'15"W	94°55'22"
C33	82.50'	22.36'	22.29'	N03°55'18"E	15°31'32"
C34	82.50'	36.98'	36.67'	N16°40'53"W	25°40'49"
C35	117.50'	106.49'	102.88'	S03°33'32"E	51°55'32"
C36	117.50'	18.42'	18.40'	N25°01'50"W	8°58'57"
C37	117.50'	57.72'	57.14'	N06°28'00"W	28°08'43"
C38	117.50'	30.35'	30.26'	N15°00'18"E	14°47'52"
C39	117.50'	66.26'	65.39'	S38°33'31"W	32°18'35"
C40	117.50'	8.54'	8.54'	N24°29'12"E	4°09'56"
C41	117.50'	57.72'	57.14'	N40°38'29"E	28°08'39"
C42	242.50'	136.75'	134.94'	N38°33'31"E	32°18'35"
C43	242.50'	17.63'	17.63'	S24°29'12"W	4°09'56"
C44	242.50'	119.12'	117.92'	S40°38'29"W	28°08'39"
C45	242.50'	219.77'	212.33'	N03°33'32"W	51°55'32"
C46	242.50'	62.63'	62.46'	S15°00'18"W	14°47'52"
C47	242.50'	119.12'	117.93'	S06°28'00"E	28°08'43"
C48	242.50'	38.02'	37.98'	S25°01'50"E	8°58'57"
C49	117.50'	52.66'	52.22'	N16°40'53"W	25°40'49"
C50	117.50'	10.01'	10.01'	S06°16'55"E	4°52'52"
C51	117.50'	42.65'	42.42'	S19°07'19"E	20°47'57"
C52	242.50'	108.69'	107.78'	S16°40'53"E	25°40'49"
C53	242.50'	20.66'	20.65'	N06°16'55"W	4°52'52"
C54	242.50'	88.03'	87.55'	N19°07'19"W	20°47'57"
C55	117.50'	31.84'	31.74'	N03°55'18"E	15°31'32"
C56	117.50'	26.06'	26.01'	S05°19'47"W	12°42'35"
C57	117.50'	5.78'	5.77'	S02°26'00"E	2°48'58"
C58	242.50'	65.71'	65.51'	S03°55'18"W	15°31'32"
C59	242.50'	53.79'	53.68'	N05°19'47"E	12°42'35"
C60	242.50'	11.92'	11.92'	N02°26'00"W	2°48'58"
C61	67.50'	28.04'	27.84'	N89°46'56"E	23°48'15"
C62	19.50'	29.61'	26.85'	S58°37'11"E	87°00'01"
C63	305.00'	199.75'	196.20'	N03°38'32"E	37°31'24"
C64	305.00'	126.84'	125.92'	S03°12'22"E	23°49'36"
C65	305.00'	72.91'	72.74'	S15°33'20"W	13°41'48"
C66	340.00'	265.21'	258.54'	S00°03'26"W	44°41'35"
C67	340.00'	59.89'	59.81'	N17°14'36"W	10°05'31"
C68	340.00'	70.00'	69.88'	N06°17'58"W	11°47'46"
C69	340.00'	70.00'	69.88'	N05°29'49"E	11°47'46"
C70	340.00'	65.33'	65.23'	N16°53'58"E	11°00'32"
C71	242.50'	172.76'	169.13'	N08°43'27"W	40°49'02"
C72	242.50'	119.12'	117.93'	S15°03'36"E	28°08'43"
C73	242.50'	53.63'	53.52'	S05°20'55"W	12°40'19"
C74	117.50'	137.92'	130.13'	S21°56'28"E	67°15'04"
C75	117.50'	54.21'	53.73'	N42°20'59"W	26°26'03"
C76	117.50'	57.72'	57.14'	N15°03'36"W	28°08'43"
C77	117.50'	25.99'	25.93'	N05°20'55"E	12°40'19"
C78	117.50'	184.57'	166.17'	N79°26'00"E	90°00'00"
C79	117.50'	30.01'	29.93'	S41°45'04"W	14°38'08"
C80	117.50'	57.72'	57.14'	S63°08'29"W	28°08'43"
C81	117.50'	57.72'	57.14'	N88°42'48"W	28°08'43"
C82	117.50'	39.12'	38.94'	N65°06'13"W	19°04'26"
C83	242.50'	128.30'	126.80'	N20°07'48"W	30°18'46"
C84	82.50'	21.95'	21.88'	N29°07'17"W	15°14'35"

LINE TABLE

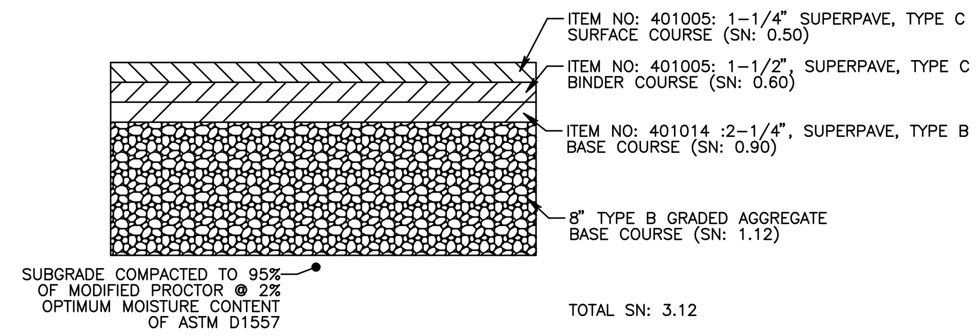
LINE	BEARING	DISTANCE
L1	N 31°30'11" W	90.45'
L2	S 57°30'32" W	18.49'
L3	N 34°26'00" E	21.13'
L4	S 54°19'47" E	68.97'
L5	S 35°19'47" E	156.75'
L6	S 32°34'47" E	95.70'
L7	S 20°19'47" E	121.28'
L8	S 16°49'47" E	146.85'
L9	S 29°49'47" E	191.61'
L10	S 29°49'47" E	13.28'
L11	S 40°04'47" E	57.75'
L12	N 57°55'13" E	27.41'
L13	N 17°16'31" E	41.09'
L14	N 28°58'18" E	27.28'
L15	S 02°19'20" W	174.71'
L16	S 12°04'10" W	76.12'
L17	S 60°34'19" W	19.13'
L18	S 40°10'52" W	15.14'
L19	S 24°15'46" W	88.27'
L20	S 29°24'27" W	164.59'
L21	S 09°35'22" W	225.72'
L22	S 01°33'33" W	122.53'
L23	S 37°39'24" W	5.03'
L24	N 54°10'53" W	167.30'
L25	N 15°53'19" W	94.18'



PRIVATE STREET - CLOSED DRAINAGE

NOT TO SCALE

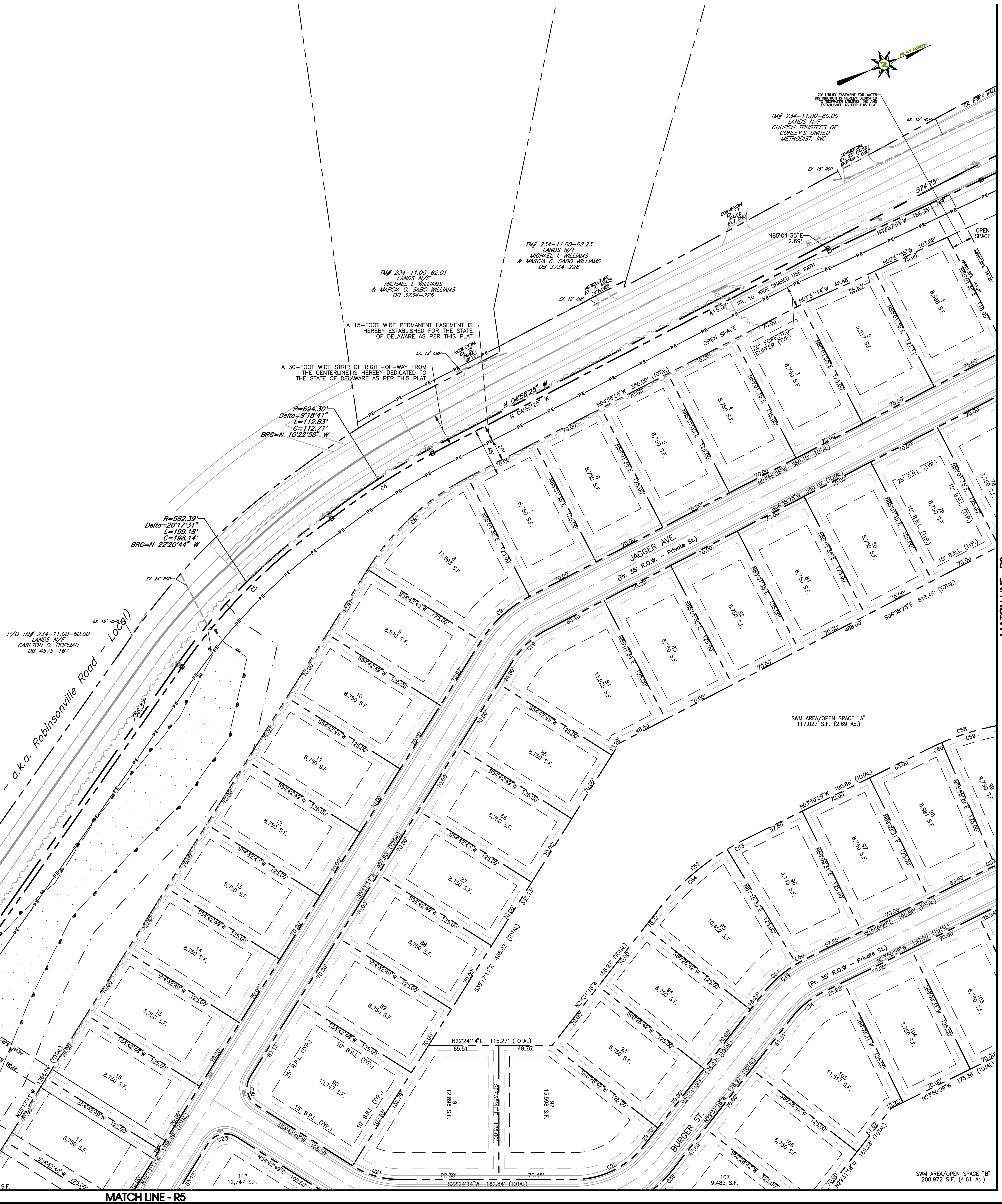
NOTES:
1. 1.5% CROSS SLOPE PREFERED. 2% MAXIMUM CROSS SLOPE, 1% MINIMUM ANY DIRECTION.
2. PROVIDE 4" OF TOPSOIL COVERED WITH SEED AND MULCH ON PROPOSED GRASS AREAS.
3. SUBBASE AND SUBGRADE SHALL BE COMPACTED TO 95% OF ASTM D1557, MODIFIED PROCTOR METHOD.
4. A 6:1 MAX. SLOPE IS REQUIRED FROM 2'–0" ON BOTH SIDES OF THE SIDEWALK.
5. MAINTAIN SIDEWALK CROSS SLOPE TO BACK OF CURB (TYP.).
6. ALL CUL–DE–SACS SHALL HAVE A PAVED RADIUS OF 38'.



PRIVATE STREET PAVEMENT SECTION

(51-3000 ADT)

NOT TO SCALE



REVISIONS			
No.:	DATE:	DESCRIPTION:	BY:
12	05/11/20	REVISIONS PER AGENCY COMMENTS	K.T.S.
11	03/17/20	REVISIONS PER AGENCY COMMENTS	K.T.S.
10	10/30/19	REVISIONS PER AGENCY COMMENTS	K.T.S.
9	08/08/19	REVISIONS PER AGENCY COMMENTS	K.T.S.
8	06/28/19	REVISIONS PER AGENCY COMMENTS	K.T.S.
7	04/25/19	REVISIONS PER DELDOT COMMENTS	K.T.S.
6	02/22/19	REVISIONS PER SCED COMMENTS	K.T.S.
5	01/29/19	REVISIONS PER SCED COMMENTS	K.T.S.
4	11/27/18	REVISED LAYOUT PER CLIENT	K.T.S.
3	07/24/18	REVISIONS PER PZ COMMENTS	K.T.S.
2	03/15/18	REVISIONS PER DELDOT MEETING	K.T.S.
1	12/26/17	REVISIONS PER PLUS COMMENTS	K.T.S.

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

DESIGN PROFESSIONAL DATE

APPROVED BY:	DESIGNED BY:	DRAWN BY:	LAYER LIST:
J.C.W.	K.T.S.	K.T.S.	B-02B

SCALE IN FEET (1" = 50')

ONLY PLANS INCORPORATING A RAISED PROFESSIONAL SEAL ARE CONSIDERED TO BE OFFICIAL AND RELIED UPON BY THE USER. THIS PLAN HAS BEEN PREPARED SPECIFICALLY FOR THE CLIENT AND PROJECT DESIGNATED HEREON. ANY MODIFICATION, REVISION, DUPLICATION OR USE WITHOUT WRITTEN CONSENT OF THE KERCHER GROUP, INC. IS PROHIBITED BY LAW.

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OWNER/APPLICANT:
DOUBLE DB, LP
507 NORTH YORK STREET, SUITE 2D
MECHANICSBURG, PA 17055
Phone: 717.460.7029
Email: webster.gray@yahoo.com

PARCEL INFORMATION:
T.P.: 234–11.00, PARCEL 49.00
Deed Book 4823, Page 308
GROSS AREA: 77.789 Acres
ROW DED: 1.945 Acres
NET AREA: 75.844 Acres

RECORD PLAN – WEST
BeachTree Preserve

LEWES & REHOBOTH HUNDRED – SUSSEX COUNTY – DELAWARE

THE KERCHER GROUP, INC.
CONSULTING • SYSTEMS • ENGINEERING
37385 REHOBOTH AVE., UNIT 11 – REHOBOTH BEACH, DELAWARE 19971
302.854.9062 (Voice) 302.854.9064 (Fax) www.kerchergroup.com

JOB No: 17–0801EG

PLAN DATE: June 14, 2018

SHEET No.: R2

MATCH LINE - R2

SCR #280B (Ex. 50' R.O.W. a.k.a. Conleys Chapel Road)

TM# 234-11.00-45.11 LANDS N/F ROBERT W. & SANDRA J. SHIPE DB 2622-149

TM# 234-11.00-45.12 LANDS N/F JAMES V. & KATHY L. BERD DB 4110-236

TM# 234-11.00-45.06 LANDS N/F PETRO & OLHA MATULA DB 2884-306

A 30-FOOT WIDE STRIP OF RIGHT-OF-WAY FROM THE CENTERLINE IS HEREBY DEDICATED TO THE STATE OF DELAWARE AS PER THIS PLAT

A 15-FOOT WIDE PERMANENT EASEMENT IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT

R=654.29' Delta=40°16'19" L=459.89' C=450.48' BRG=N 15°42'50" E

SIGHT DISTANCE EASEMENT (1,189 S.F.)

PR. 10' WIDE SHARED USE PATH

SCR #277 (Ex. 50' R.O.W. - a.k.a. Robinsonville Road - Local)

R=2,411.60' Delta=4°02'27" L=170.09' C=170.05' BRG=N 36°27'14" E

EX. 10.2' TRAVEL LANE

EX. 10.8' TRAVEL LANE

EX. R.O.W.

CATHY ANN ST.

JAGGER AVE. (Pr. 35' R.O.W. - Private St.)

JAYDA DRIVE (Pr. 35' R.O.W.- Private St.)

BARRY LEE ST. (Pr. 35' R.O.W.- Private St.)

BURGER ST. (Pr. 35' R.O.W.- Private St.)

TERRI LANE (Pr. 35' R.O.W.- Private St.)

OPEN SPACE

AMENITY AREA 108,401 S.F. (2.49 Ac.)

SWM AREA/OPEN SPACE "A" 117,027 S.F. (2.69 Ac.)

SWM AREA/OPEN SPACE "B" 200,972 S.F. (4.61 Ac.)

OPEN SPACE "C" 59,745 S.F. (1.37 Ac.)

20' UTILITY EASEMENT FOR WATER SERVICE BETWEEN LOTS 64 & 65 AND 10' WIDE IN THE BUFFER, IS HEREBY ESTABLISHED AS PER THIS PLAT

20' FORESTED BUFFER (TYP)

20' UTILITY EASEMENT FOR SANITARY SEWER BETWEEN LOTS 64 & 65 AND 60' WIDE IN THE BUFFER, IS HEREBY ESTABLISHED AS PER THIS PLAT

75' UTILITY EASEMENT FOR SANITARY SEWER IS HEREBY ESTABLISHED AS PER THIS PLAT

80' WIDE POWER LINE EASEMENT DB 2108-340

EXISTING WETLANDS (0.023 Ac.)

LOT #1 · LOT #2 · LOT #3 · LOT #4

CHARLES L. & ELEANOR JOAN BAKER MINOR SUBDIVISION PB 166-35 & PB 182-38

TM# 234-11.00-48.00 LANDS N/F WANDENDALE FARMS, INC. PB 119-158

MATCH LINE - R4

No.	DATE	DESCRIPTION:	BY:
8	03/17/20	REVISIONS PER AGENCY COMMENTS	K.T.S.
7	06/28/19	REVISIONS PER AGENCY COMMENTS	K.T.S.
6	04/25/19	REVISIONS PER DELDOT COMMENTS	K.T.S.
5	02/22/19	REVISIONS PER SCED COMMENTS	K.T.S.
4	01/25/19	REVISIONS PER DELDOT	K.T.S.
3	11/27/18	REVISED LAYOUT PER CLIENT	K.T.S.
2	03/15/18	REVISIONS PER DELDOT MEETING	K.T.S.
1	12/05/17	REVISIONS PER PLUS COMMENTS	K.T.S.

REVISIONS

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

DESIGN PROFESSIONAL | DATE

APPROVED BY: JGR · DESIGNED BY: K.T.S. · DRAWN BY: K.T.S. · LAYER LIST: B-03C

SCALE IN FEET (1" = 50')

ONLY PLANS INCORPORATING A RAISED PROFESSIONAL SEAL ARE CONSIDERED OFFICIAL PROFESSIONAL DOCUMENTS. THIS PLAN HAS BEEN PREPARED SPECIFICALLY FOR THE CLIENT AND FOR THE PURPOSE(S) DESCRIBED IN THE CONTRACT BETWEEN US. WITHOUT WRITTEN CONSENT, IT IS PROHIBITED FOR REUSE OR DUPLICATION OF THE PLAN BY ANYONE.

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OWNER/APPLICANT:
DOUBLE DB, LP
507 NORTH YORK STREET, SUITE 20
MILFORD, DELAWARE 19963
Phone: 717-465-7025
Email: eastatepro@yahoo.com

PARCEL INFORMATION:
Tax Parcel: 234-11.00, PARCEL 68.00
Deed Book: 483.2, Page: 343
GROSS AREA: 77.789 Acres
ROW DEDICATED: 3.944 Acres
NET AREA: 73.845 Acres

RECORD PLAN – NORTH
BeachTree Preserve
LEWES & REHOBOTH HUNDRED – SUSSEX COUNTY – DELAWARE

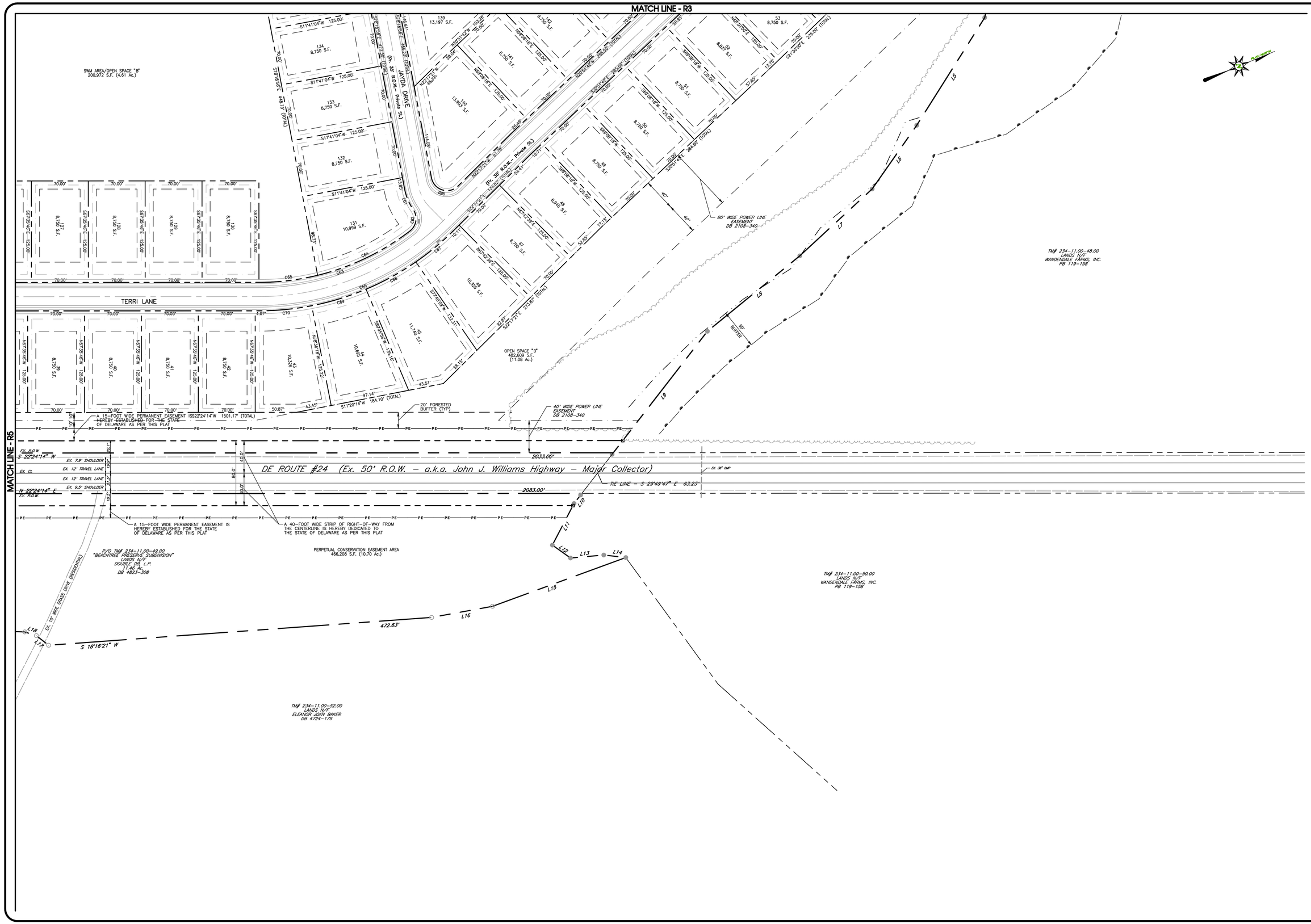
THE KERCHER GROUP, INC.
CONSULTING • SYSTEMS • ENGINEERING
32365 REHOBOTH AVE., UNIT 11, REHOBOTH BEACH, DELAWARE 19971
302.854.9092 (Voice) 302.854.9094 (Fax) www.kerchergroup.com

JOB No: 17-0801EG

PLAN DATE: June 14, 2018

SHEET No.: *R3*

BeachTree Preserve Thu, Sep 3, 2020 (9:37)



REVISIONS

No.	DATE	DESCRIPTION:	BY:
11	07/20/20	REMOVE SHARED USE PATH	K.T.S.
10	03/17/20	REVISIONS PER AGENCY COMMENTS	K.T.S.
9	06/28/19	REVISIONS PER AGENCY COMMENTS	K.T.S.
8	06/25/19	REVISIONS PER DELDOT COMMENTS	K.T.S.
7	04/04/19	REVISIONS PER AGENCIES COMMENTS	K.T.S.
6	02/22/19	REVISIONS PERS SCED COMMENTS	K.T.S.
5	01/29/19	REVISIONS PERS SCED COMMENTS	K.T.S.
4	11/28/18	REVISIONS PER DELDOT	K.T.S.
3	08/13/18	REVISIONS PER DELDOT COMMENTS	K.T.S.
2	03/15/18	REVISIONS PER DELDOT MEETING	K.T.S.
1	02/26/18	REVISIONS PERS PLUS COMMENTS	K.T.S.

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

DESIGN PROFESSIONAL DATE

DRAWN BY: K.T.S.
DESIGNED BY: K.T.S.
APPROVED BY: J.C.K.
LAYER LIST: B-03D
SCALE IN FEET (1" = 50')

ONLY PLANS INCORPORATING A RAISED PROFESSIONAL SEAL ARE CONSIDERED OFFICIAL. THE INFORMATION SHOWN ON THIS PLAN HAS BEEN PREPARED SPECIFICALLY FOR THE CLIENT NAMED HEREIN. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE KERCHER GROUP, INC. WHICH WAS NOT INTENDED BY THE KERCHER GROUP, INC. IS PROHIBITED.
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MILFORD, DELAWARE 19963
Phone: 717.490.7029
Email: eastwarp@yahoo.com

PARCEL INFORMATION:
Tax Parcel: 234-11.00 Parcel 48.00
Deed Book 4823, Page 308
GROSS AREA: 77.789 Acres
NET AREA: 73.842 Acres
NET LENGTH: 2,033 Feet

RECORD PLAN – EAST
BeachTree Preserve
LEWES & REHOBOTH HUNDRED – SUSSEX COUNTY – DELAWARE

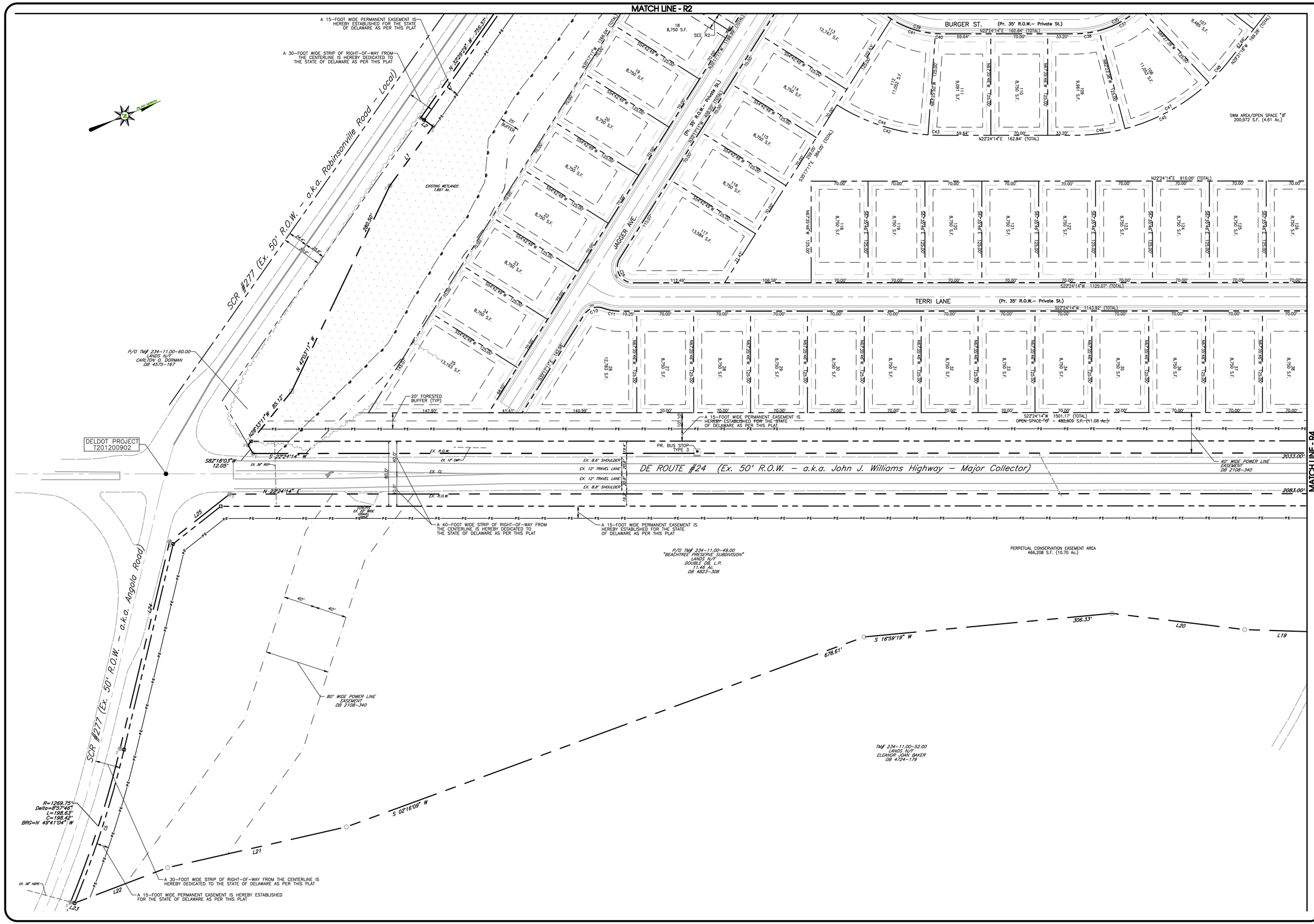
THE KERCHER GROUP, INC.
CONSULTING • SYSTEMS • ENGINEERING
37285 REHOBOTH AVE., UNIT 11 • REHOBOTH BEACH, DELAWARE 19971
302.854-9062 (Voice) 302.854-9064 (Fax) www.kerchergroup.com

JOB No: 17-0801EG

PLAN DATE: June 14, 2018

SHEET No.: R4

BeachTree Preserve Thu, Sep 3, 2020 (10:02)



No:	DATE:	DESCRIPTION:	BY:
12	07/20/20	REMOVE SHARED USE PATH	K.T.S.
11	03/17/20	REVISIONS PER AGENCY COMMENTS	K.T.S.
10	10/30/19	REVISIONS PER AGENCY COMMENTS	K.T.S.
9	08/08/19	REVISIONS PER AGENCY COMMENTS	K.T.S.
8	06/06/19	REVISIONS PER AGENCY COMMENTS	K.T.S.
7	04/25/19	REVISIONS PER DELDOT COMMENTS	K.T.S.
6	02/22/19	REVISIONS PER SCED COMMENTS	K.T.S.
5	01/29/19	REVISIONS PER SCED COMMENTS	K.T.S.
4	11/28/18	REVISIONS PER DELDOT MEETING	K.T.S.
3	08/13/18	REVISIONS PER DELDOT COMMENTS	K.T.S.
2	03/15/18	REVISIONS PER DELDOT MEETING	K.T.S.
1	12/01/17	REVISIONS PER PLUS COMMENTS	K.T.S.

REVISIONS

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

DESIGN PROFESSIONAL DATE

APPROVED BY: JCK | DESIGNED BY: K.T.S. | DRAWN BY: K.T.S. | LAYER LIST: B-02E

50' 0' 50' 100' SCALE IN FEET (1" = 50')

ONLY PLANS INCORPORATING A SEALED PROFESSIONAL SEAL ARE THE PLAN SHEETS THAT HAVE BEEN PREPARED SPECIFICALLY FOR THE CLIENT AND HAS BEEN PREPARED SPECIFICALLY FOR THE CLIENT AND DURICATION OF USE, WITHOUT WRITTEN CONSENT OF THE KERCHER GROUP, INC. IS PROHIBITED.

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OWNER/APPLICANT:
DOUBLE DB, LP
507 NORTH YORK STREET, SUITE 20
MILFORD, DELAWARE 19963
Phone: 717.460.7029
Email: webster@rpdpdev.com

PARCEL INFORMATION:
Tax Parcel: 234-11.00, Parcel: 49.00
Deed Book 4823, Page 308
GROSS AREA: 77.789 Acres
REV AREA: 72.844 Acres
NET AREA: 75.844 Acres

RECORD PLAN – SOUTH
BeachTree Preserve
LEWES & REHOBOTH HUNDRED – SUSSEX COUNTY – DELAWARE

THE KERCHER GROUP, INC.
CONSULTING • SYSTEMS • ENGINEERING
37285 REHOBOTH AVE. (UNIT 1) – REHOBOTH BEACH, DELAWARE 19971
302.854.9062 (Voice) 302.854.9064 (Fax) www.kerchergroup.com

JOB No: 17-0801EG

PLAN DATE: June 14, 2018

SHEET No.: R5

BeachTree Preserve Thu, Sep 3, 2020 (10:06)

17	(CP) Chinese Photinia *Photinia davidiana* (evergreen)	
8	(BH) Burford Holly *Ilex cornuta* 'Burfordi' (evergreen)	
12	(ER) Eastern Redbud Cercis canadensis (deciduous)	
17	(RB) River Birch *Betula nigra* (deciduous)	
23	(AB) American Beech *Fagus grandifolia (deciduous)*	

LANDSCAPE ARCHITECT CERTIFICATION

I, Jeffrey A. Clark, hereby certify that I am a registered Landscape Architect in the State of Delaware, that the information shown hereon has been prepared under my supervision, and in my best knowledge and belief represents good landscape architectural practices as required by the applicable laws of the State of Delaware.

Signature_____

Jeffrey A. Clark, RLA #148

Date:

—REVISIONS—

DRAWN BY: WPW
CHECK BY: JAC
FILE NAME: Beach Tree Preserve
F.B. No.
T.M. No.
DATE: 5/27/18
SCALE: 1" = 50'

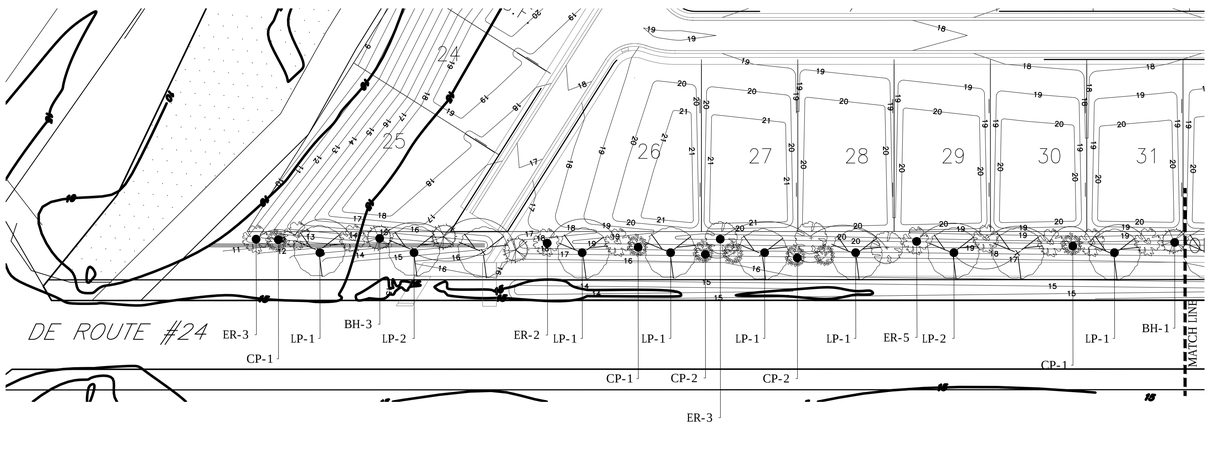
PROJECT No.
SHEET No. 1 of 3

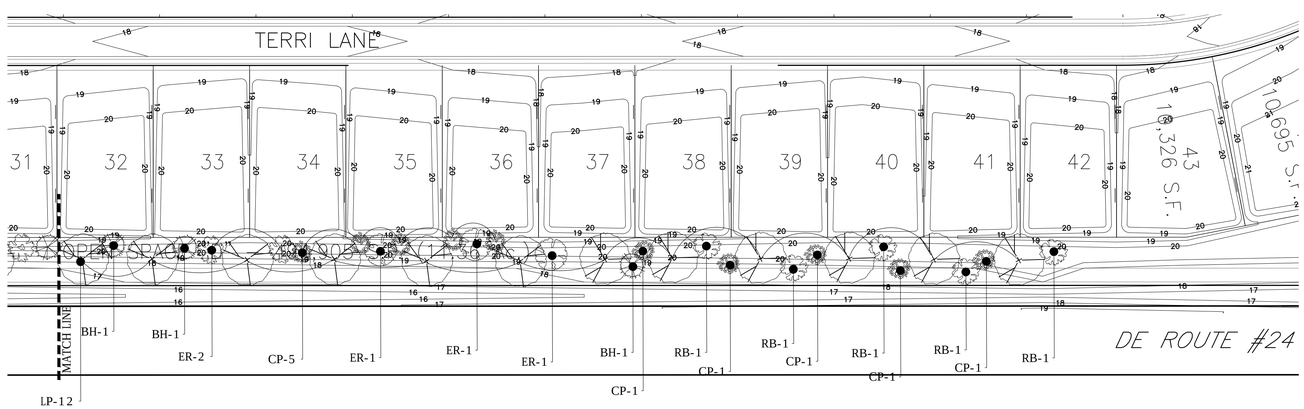
PREPARED BY:
LAND PLANNING, LLC
TAGGART PROFESSIONAL CENTER
32895 SOUTH COASTAL HIGHWAY SUITE 202
BETHANY BEACH, DELAWARE 19930
PHONE: (302) 542-1453

PERIMETER BUFFER LANDSCAPE PLAN

SUSSEX COUNTY, DELAWARE
LEWES and REHOBOTH HUNDRED

BEACH TREE PRESERVE





17		(CP) Chinese Photinia *Photinia davidiana* (evergreen)	
7		(BH) Burford Holly *Ilex cornuta* 'Burfordi' (evergreen)	
18		(ER) Eastern Redbud Cercis canadensis (deciduous)	
5		(RB) River Birch *Betula nigra* (deciduous)	
22		(LP) London Plane Platanus x acerifolia (deciduous)	

REVISIONS

DRAWN BY: WPW
CHECK BY: JAC
FILE NAME: Beach Tree Preserve
F.R. No. ___
T.M. No. ___
DATE: 5/27/18
SCALE: 1" = 50'

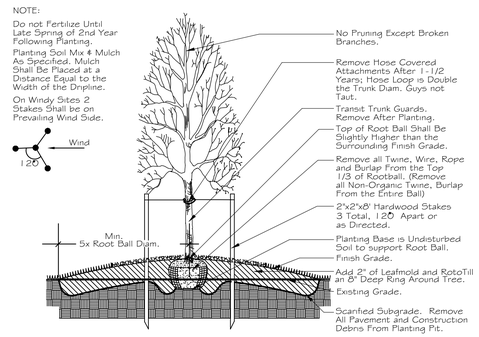
PROJECT No.
SHEET No. 2 of 3

PREPARED BY
LAND PLANNING LLC
TAGGART PROFESSIONAL CENTER
32895 SOUTH COASTAL HIGHWAY SUITE 202
BETHANY BEACH, DELAWARE
PHONE: (302) 542-1453

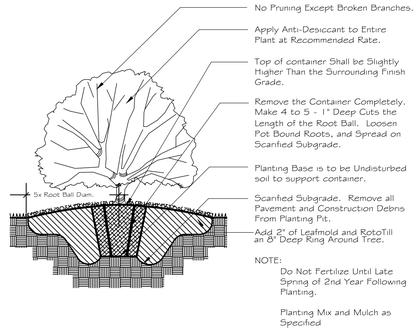
PERIMETER BUFFER LANDSCAPE PLAN

SUSSEX COUNTY, DELAWARE
LEWES and REHOBOTH HUNDRED

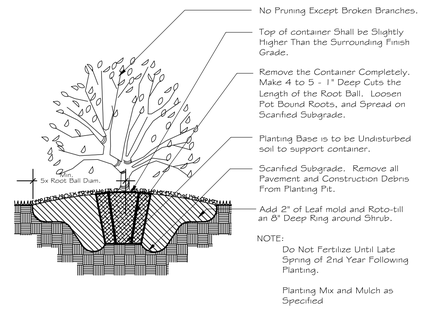
BEACH TREE PRESERVE



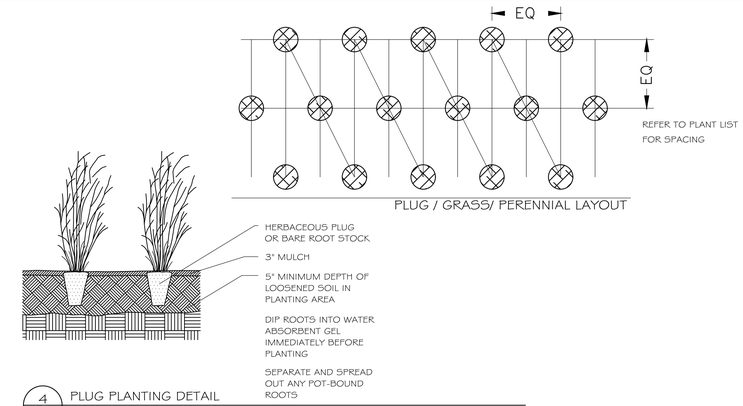
1/3 Deciduous Tree Planting
Not to scale



2/3 Evergreen Shrub Planting
Not to Scale



3/3 DECIDUOUS SHRUB PLANTING
Not to Scale



4/3 PLUG PLANTING DETAIL
Not to scale

PLANTING SPECIFICATIONS

REFERENCES AND QUALITY CONTROL

A All plants shall be nursery grown within a U.S.D.A. plant hardiness zone which is the same as, or colder than, the zone in which the project is located.
B. Do not make substitutions: If specified material is unavailable, landscape architect will make final selection of substitutions.
C. Size: Provide trees and shrubs of sizes shown or specified. Trees and shrubs of larger size may be used if acceptable to the landscape architect.
D. Inspection: Landscape architect reserves the right to inspect trees and shrubs before planting, either at place of growth or at site, compliance with requirements of name, variety, size and quality. Landscape architect has right to reject any plant material for any reason, including, but not limited to those listed above. All rejected plant material shall be immediately removed from the site.

PRODUCTS

Mulch: Material shall be well aged, finely shredded hardwood bark, dark brown in color, or approved equal. Material shall be mulching grade: uniform in size and free of foreign matter and weed seeds.
Guying Materials: Double reinforced rubber hose and 10 gauge metal wire.
Fertilizer:
For new plant material provide packet, tablet or pellet forms of slow release fertilizers conforming to Fed. Spec. O-F-241, bearing the manufacturer's guaranteed statement of analysis. Slow release fertilizers shall contain a minimum percentage by weight of five nitrogen (of which 50% will be organic), 10 available phosphoric acid and five potash.

For bed preparation and existing trees, provide granular fertilizer conforming to Fed. Spec. O-F-241, Type 1, Class 2 which shall bear the manufacturer's guaranteed statement of analysis. Granular fertilizer shall contain a minimum percentage by weight of 10 nitrogen (of which 50% shall be organic), six available phosphoric acid and four potash.

SOIL EXCAVATIONS

A. The excavation must not be less than 12 inches wider or deeper than necessary to accommodate the ball of the plant.
B. When conditions detrimental to plant growth are encountered; such as rubble fill or adverse drainage conditions, notify landscape architect before proceeding with planting operations.
C. Upon completion of planting of trees, cultivate a ring five times the diameter of the ball or 48", which ever is greater, 15" deep around tree; or as directed by landscape architect. Restore disturbed areas.

PREPARATION OF PLANTING AREAS

A. All planting areas shall be brought to proposed grade using topsoil mix as specified. No existing on-site soil shall be incorporated into the topsoil mix, unless directed by the landscape architect.
B. The planting bed shall be loosened prior to planting by one of the following methods: roto-tilling or with pick and shovel. Soil shall be loosened to a depth of 8" to 10".
C. Organic matter shall be spread over the bed to a depth of 2" for leaf mold and other organics, or 1" deep for sludge, (2 cubic yards of composed sludge/1000 square feet), after the soil has been loosened. The organic matter shall then be worked into the bed with a roto-tiller or other approved method.
D. Fertilizer shall be incorporated into the top 4-6" of bed at manufacturer's specified rate.
E. The entire bed shall be mulched to minimum depth of 3" with mulch as specified.
F. Soil shall be tested for Ph and amended as required to maintain an optimum Ph of 6.5 to 7.0 or as directed.

PLANTING PROCEDURES FOR TREES AND SHRUBS

A. Trees and shrubs shall bear same relationship to grade as they did in the nursery row.
B. Before placing shrubs in pits, place a 6" layer of soil mix material into bottom of pit and tamp.
C. All trees shall be placed directly on the scarified subgrade.
D. The plant pit shall be filled with soil mix material as specified and placed in 6" layers around the ball. Each layer shall be carefully tamped in place in a manner to avoid injury to the roots or ball, or disturbing the position of the plant. When approximately two-thirds (2/3) of the plant has been back-filled, the pit shall be filled with water and the soil allowed to settle around the roots. B&B plants shall have all the twine , wire and burlap cut away or folded back from the top 1/3 of the ball and trunks before applying water. After the water has been absorbed, the plant hole shall be filled with soil mix and tamped lightly to grade.
E. All containerized stock shall be removed from containers and the root mass should either be physically loosened or sliced to prevent strangulation.
F. Failure to comply with planting procedures outlined above is basis for rejection of plant material by landscape architect.
G. Transit trunk guard shall be removed only after inspection at site by landscape architect.

PRUNING

A. Trees and shrubs shall be pruned to remove broken branches only and/or to preserve their natural character and shape. Pruning shall be restricted in general to the secondary branches and soft, sucker growth. Never cut a leader.
B. ALL PLANTS DISFIGURED BY POOR PRUNING PRACTICES WILL BE REJECTED BY THE LANDSCAPE ARCHITECTS.
C. All pruning cuts shall remain unpainted.

MULCHING

A. All planting beds shown on the plans shall be mulched with 3" of mulch over entire area.
B. Before mulch is installed, apply pre-emergence weed killer and incorporate into soil according to manufacturer's directions.
C. All surfaces to receive mulch shall be raked smooth and be free of all rocks, debris and large bark pieces. Mulch shall not be mounded up around base of tree.

STAKING AND GUYING

A. All trees to be staked and guyed within 48 hours of planting.
B. Methods and materials for staking and guying are illustrated in individual planting details.
C. Neatly flag all guy wires with rot resistant yellow tree marking ribbon.
D. Staking may not be required dependent on plant location as directed by landscape architect.
E. Brace plants upright in position by guy wires and rubber hose protection and stakes:

Tree Caliper	Tree Support Method
1 - 3 inches	2 guy wires (2 strand wire)
3 - 6 inches	3 guy wires (2 strand wire)
over 6 inches	4 guy wires (4 strand wire)

PLANTING PROCEDURE FOR GROUNDCOVERS, PERENNIALS AND ANNUALS

A. The planting holes shall be excavated through the mulch with hand trowel or shovel.
B. Before planting, biodegradable pots shall be split and non-biodegradable pots shall be removed.
C. The perennials shall be planted as follows:
1. Roots of the plant shall be surrounded by soil below the mulch. The plants shall be set so that the top of the root system is even with existing soil grade.
2. At and equal distance apart (plans and specifications specify the distance on center, (O.C.) for the perennials.
D. The entire bed shall be edged per detail.
E. Treat the mulched and planted perennial bed with soil applied, pre-emergent herbicide appropriate for use with the plant material specified.
F. The entire perennial bed shall be thoroughly watered to a depth of 6-8".

REMOVAL AND CLEANUP

A. Removal of debris is required. The property must be left in a neat and orderly condition in accordance with good and accepted planting practices.
B. Protect all finished surfaces during planting operations.
C. Repair and restore all damaged or disturbed surfaces related to planting operations.

SUBSTANTIAL COMPLETION

The point when plant materials have been installed and the Landscape Architect completes a punch list.

MAINTENANCE PERIOD

Begins from point when plants are installed to end of the guarantee period. For lawns, after a minimum of 3 (three) mowings.

FINAL ACCEPTANCE

After all items on the punch list have been completed to the Landscape Architect's satisfaction.

GUARANTEE & GUARANTEE PERIOD

A. Guarantee Period commences after final acceptance.
B. Plant materials shall be guaranteed for two growing seasons from date of acceptance by the owner or his representative. The trees are to be alive and in satisfactory growing condition as determined by the owner or his representative during final inspection at the end of the guarantee period.
C. Replacement will be made according to these same specifications and during the normal planting period. Replacements shall be subject to the same guarantee and replacement as the original material. The replacements shall be made within 60 days following written notification from the owner or his representative.
D. In the event of questions regarding the condition and satisfactory establishment of a rejected plant, the contractor may, if approved by the owner, allow such a plant to remain through another growing season at which time the rejected plant, if found to be dead or in an unhealthy or badly impaired condition, shall be replaced.
E. The contractor is not responsible for theft or damage to plants by non-contractor vehicles or vandalism once plants are installed and approved.
F. Remove all guys and stakes from trees after one year.

INSPECTION AND ACCEPTANCE

A. Inspection: Inspection of work will be made by Landscape Architect at conclusion of maintenance period to determine if proper completion and maintenance has been effected. Sub-contractor shall give written notice to Architect requesting such inspection at least ten days prior to anticipated date. Condition of work will be noted and determination made by Landscape Architect whether maintenance shall continue.
B. Acceptance: After inspection, Subcontractor will be notified in writing by Landscape Architect of acceptance of work, or if there are deficiencies or requirements for completion of work. Maintenance or other work remaining to be done shall be subject to re-inspection prior to final acceptance.

PRODUCTS

GROWING MEDIA

A. Imported Topsoil: natural, fertile, agricultural soil typical of locality, capable of sustaining vigorous plant growth, from well drained site, free of flooding, not in frozen or muddy condition, not less than 6% organic matter, and pH value of 5.9 to 7.0. Soil shall be free from subsoil, slag, clay, stones, lumps, live plants, roots, sticks, crabgrass, couch grass, noxious weeds and foreign matter.
B. Existing Topsoil: Natural, fertile agricultural soil capable of sustaining vigorous plant growth, not in frozen or muddy condition, containing not less than 6% organic matter, and corrected to pH value of 5.9 to 7.0. Free from subsoil, slag, clay, stones, lumps, live plants, roots, sticks, crabgrass, couch grass, noxious weeds and foreign matter.
C. Sand: Hard, granular natural beach sand, washed, free of impurities, chemical or organic matter.
D. Limestone: Dolomitic limestone with minimum 85% carbonates and 50% calcium oxides. Bags shall show weights and analysis.
E. Fertilizer: Commercial type conforming to FS 0-F-241, Type 1, Grade A recommended for grass, with 50% of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil as indicated in analysis to the following proportions: nitrogen 10%, phosphoric acid 6%, soluble potash 4%.

ACCESSORIES

A. Mulching Material: Oat or wheat straw, reasonably free from weeds, foreign matter detrimental to plant life, and in dry condition. Hay or chopped cornstalks is not acceptable.
B. Mulching Material/Tack Coat: Wood or wood cellulose fiber, free of growth or germination inhibiting ingredients.
C. Weed Killer: "Weed B Gone" or equal.
D. Establishment Blanket: Uniform, open weave jute matting.
E. Wooden Pegs: Of sufficient size and length to ensure satisfactory anchorage of sod on slope in excess of 2:1.
F. Water: Clean, fresh and free of substances or matter which would inhibit vigorous growth of grass.

EXECUTION

PREPARATION

A. Protect existing underground improvements from damage.
B. Remove foreign materials, plants, roots, stones and debris from site. Do not bury foreign material.
C. Remove contaminated subsoil in adherence to State and Federal Regulations.
D. Cultivate area to receive subsoil to depth of 3 inches. Repeat cultivation in areas where equipment has compacted subgrade.

SPREADING TOPSOIL

A. Spread topsoil to depth of 6 inches over area to be sodded or seeded. Place during dry weather, and on dry, unfrozen subgrade.
B. Cultivate topsoil to depth of 6 inches with mechanical tiller. Cultivate inaccessible areas by hand.
C. Remove from site any foreign materials collected during cultivation in adherence to State and Federal Regulations.
D. Amend soil with Limestone, Fertilizer, or Sand according to results of soil testing.
E. Grade to eliminate rough spots and low areas where ponding may occur. Maintain smooth, uniform grade.
F. Assure positive drainage away from buildings.
G. Finish grade after placement of topsoil shall be even and sufficiently firm to prevent irregular settling when irrigation is applied.

EXISTING CONDITIONS

A. Beginning work means acceptance of existing conditions.

WARRANTY

A. After final acceptance, provide warranty, in writing from Subcontractor that lawn areas will be in good, vigorous and thriving condition for a 1 year period. Replace seeding and sod not in good, vigorous growth after 1 year at no additional cost to Owner. Subcontractor shall be responsible to inform and instruct Owner on means by which lawn should be maintained after MAINTENANCE PERIOD; Subcontractor shall have free access to site during WARRANTY PERIOD to assure himself that the Owner is providing proper lawn care.

UTILITIES

Miss Utility shall be notified three (3) days prior to any excavation at 1-800-282-8555.

It is the contractor's responsibility to contact the utility companies involved in order to secure the most accurate information available as to the utility location and elevation. No construction around or adjacent to utilities shall begin without notifying their owners at least 48 hours in advance. The contractor shall take the necessary precautions to protect the existing utilities and maintain uninterrupted service and any damage done to them due to his/her negligence shall be immediately and completely repaired at the contractor's expense.

REVISIONS

DRAWN BY: WPW
CHECK BY: JAC
FILE NAME: Beach Tree Reserve
T.M. No. _____
Parcels _____
DATE: 5/27/19
SCALE: As Noted

PROJECT No.
SHEET No. 3 of 3

PREPARED BY
LAND PLANNING, LLC
118 ATLANTIC AVENUE; SUITE 202
OCEAN VIEW, DELAWARE 19970
PHONE: (302) 539-2366

Landscape Details
SUSSEX COUNTY, DELAWARE
LEWES and REHOBOTH HUNDRED
BEACH TREE PRESERVE

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

May 6, 2019

The Kercher Group, Inc.
37385 Rehoboth Ave., Unit #11
Rehoboth Beach, DE 19971
Attn: Jeffery C. Williams, P.E.

RE: BEACH TREE PRESERVE
ANGOLA NECK PLANNING AREA
SUBDIVISION NO. 2018-4
SUSSEX COUNTY TAX MAP NUMBER 234-11-PARCEL49- CLASS-1
AGREEMENT No. 1088

Dear Mr. Williams,

A review of the above referenced plans has been completed by the Sussex County Engineering Department. Please have a completed review, **with confirmation** from DNREC for this projects waste water construction permit before submitting plans for Sussex County approval. In addition, **A detailed grading plan will be required before issuing a Notice to Proceed.** Provide five (5) sets of plans in a size of 24" x 36", one set of plans in a size of 18" x 24", and one (1) CD or file transfer of PDFs for each sheet. One set of plans will be returned to the Engineer/Consultant for their record.

Each sheet must be signed and sealed by the Engineer and the cover sheet of the plan shall have the owner/developer's and wetland consultant signature, this includes PDFs being submitted prior to Sussex County Engineering Department approval.

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

Sincerely,

SUSSEX COUNTY ENGINEERING DEPARTMENT

Scott A. Thornton
Public Works Engineering Technician IV

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

JENNIFER COHAN
SECRETARY

August 25, 2020

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

SUBJECT: Revised Letter of No Objection to Recordation
BeachTree Preserve
Tax Parcel # 234-11.00-49.00
Robinsonville Road (SCR 277) & John J Williams Highway (SR 24)
Indian River Hundred, Sussex County

Dear Mr. Whitehouse:

The Department of Transportation has reviewed the Site Plan, dated June 14, 2018 (last revised March 17, 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 from the previous approval date, May 20, 2020**. 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 supersedes the previous Letter of No Objection to Recordation dated May 20, 2020 and shall memorialize the removal of DelDOT's shared-use path requirement along the development's SR 24 site frontage. The developer shall coordinate with DelDOT's Development Coordination Section regarding a fee in-lieu of construction contribution.

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. 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: Webster Gray, Double DB, LP
Kevin Smith, Kercher Engineering Inc.
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 Kaufman, DTC Planner
James Kelley, JMT
Wendy L. Polasko, Subdivision Engineer
Brian Yates, Sussex County Reviewer

Sussex conservation district

PREPARE. PROTECT. PRESERVE.

October 5, 2020

Mr. Webster Gray
c/o The Kercher Group
37385 Rehoboth Avenue, Unit 11
Rehoboth Beach, DE 19971

RE: BeachTree Preserve

Dear Mr. Gray:

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.

RECEIVED
OCT 05 2020
SUSSEX COUNTY
PLANNING & ZONING

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.

MAPPING & ADDRESSING

MEGAN NEHRBAS
MANAGER OF GEOGRAPHIC
INFORMATION SYSTEMS (GIS)
(302) 855-1176 T
(302) 853-5889 F

Sussex County
DELAWARE
sussexcountyde.gov

September 30, 2020

THE KERCHER GROUP, INC.
Attn: **Kevin T. Smith**

RE: **BEACH TREE PRESERVE**

I have received street name(s) for the proposed subdivision of lots for, **Beach Tree Preserve**. Located in Lewes. In reviewing the proposed street name(s) the following have been **approved**:

Jayda Dr	Burger St	Barry Lee St
Jagger Av	Cathy Ann St	Terri Ln

Use only **approved** road names that you have written confirmation for or you will be required to rerecord. Each street name is to be used only once.

Upon final approval please forward a copy of the recorded site plan to my attention. Our office would appreciate a digital copy if possible for the purpose of addressing. Should you have any questions, please contact the **Sussex County Addressing Department** at 302-855-1176.

Sincerely,

Terri L. Dukes

Terri L. Dukes
Addressing Technician II

CC: Christin Headley
Planning & Zoning

MAPPING & ADDRESSING

MEGAN NEHRBAS
MANAGER OF GEOGRAPHIC
INFORMATION SYSTEMS (GIS)
(302) 855-1176 T
(302) 853-5889 F

Sussex County
DELAWARE
sussexcountyde.gov

January 10, 2018

The Kercher Group,Inc.
37385 Rehoboth Av Unit 11
Rehoboth,Beach, De. 19971

RE: **Proposed Subdivision Name(s)**

I have reviewed the name(s) submitted for your proposed subdivision, which is located in Lewes (234-11.00-49.00). In reviewing the proposed name(s) the following has been **approved** for this subdivision:

BEACH TREE PRESERVE

Should you have any questions please contact the **Sussex County Addressing Department at 302-853-5888 or 302-855-1176.**

Sincerely,

Terri L Dukes

Terri L. Dukes
Addressing Technician II

CC: Jennifer Norwood
Planning & Zoning

Kevin Smith

From: Mwale, Davison (DNREC)
Sent: Tuesday, July 16, 2019 12:28 PM
To: Kevin Smith
Cc: 'mbrady@sussexcountyde.gov'
Subject: DNREC review complete for Beach Tree Preserve WPCC-3068/19

Kevin

The revised plans meet all our requirements. Once we receive one signed/sealed Sussex County-endorsed set of plans, and the same plans on a CD in a .pdf format, or via drop box, we will issue the State Wastewater Construction Permit. If a State Wastewater Permit is not issued within one (1) year of the date of this e-mail, a new application, including the review fee, will be required.

DNREC/OTS/Environmental Finance
Enterprise Business Park
Attn: Dr Davison Mwale (PhD)
97 Commerce Way, Suite 106
Dover, DE 19904
Phone: 1-302-739-9941
New Email: Davison.Mwale@delaware.gov

http://www.dnrec.delaware.gov/fab/Pages/default.aspx

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OFFICE OF STATE FIRE MARSHAL

Technical Services

2307 MacArthur Road
New Castle, DE 19720-2426
Phone: 302-323-5365
Fax: 302-323-5366

1537 Chestnut Grove Road
Dover, DE 19904-9610
Phone: 302-739-4394
Fax: 302-739-3696

22705 Park Avenue
Georgetown, DE 19947
Phone: 302-856-5298
Fax: 302-856-5800

FIRE PROTECTION PLAN REVIEW REPORT

Plan Review Number 2018-04-0775-MJS-01 **Tax Parcel Number** 2-34-11.00-49.00
Review Status APPROVED AS SUBMITTED **Review Date** 08/08/2018

PROJECT

BEACH TREE PRESERVE

Phase# Building # Unit # 155
22309 ROBINSONVILLE RD
LEWES, DE 19958

SCOPE OF PROJECT

Project Type MJS Major Site
Number of Stories **Occupant Load**
Square Footage **Occupancy Code** 9601
Construction Class **Fire District** 82

APPLICANT	OWNER
THE KERCHER GROUP INC	DOUBLE DB LP
37385 REHOBOTH AVE UNIT 11	507 NORTH YORK ST SUITE 2D
REHOBOTH BEACH, DE 19971	MECHINCSBURG, PA 17055

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.

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, FPS

FIRE PROTECTION PLAN REVIEW COMMENTS

Project Name BEACH TREE PRESERVE
Plan Review Number 2018-04-0775-MJS-01 **Tax Parcel Number** 2-34-11.00-49.00
Review Status APPROVED AS SUBMITTED **Review Date** 08/08/2018

PROJECT COMMENTS

1002 This project has been reviewed under the provisions of the Delaware State Fire Prevention Regulations (DSFPR) Effective 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.

1030 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. (DSFPR Regulation 702, Chapter 6, Section 3)

* THIS APPLIES TO THE SINGLE FAMILY DWELLINGS

1040 This site meets Water Flow Table 2, therefore the following water for fire protection requirements apply: Main Sizes: 6" minimum. Minimum Capacity: 1,000 gpm @ 20 psi residual for 1 hour duration. Hydrant Spacing: 800' on center. (DSFPR Regulation 702, Chapter 6, Section 3)

* THIS APPLIES TO THE CLUBHOUSE

1180 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 Separate plan submittal is required for the building(s) proposed for this project.

1130 Provide a water flow test on the subdivision hydrant(s) once they have been installed, and before they are placed into service. Results are to be forwarded to this Agency for review.

1132 Fire hydrants shall be color coded in accordance with the DSFPR Regulation 703, Chapter 3, Section 4. This includes both color coding the bonnet and 2" reflective tape around the barrel under the top flange.

Project Name BEACH TREE PRESERVE
Plan Review Number 2018-04-0775-MJS-01 **Tax Parcel Number** 2-34-11.00-49.00
Review Status APPROVED AS SUBMITTED **Review Date** 08/08/2018

PROJECT COMMENTS

1232 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 Regulation 703, Chapter 1, Section 1.5)

1332 The distance between a fire hydrant and the fire lane shall not be greater than seven feet. (DSFPR Regulation 705, Chapter 5, Section 10)

1432 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 final grade (NFPA 24, Section 7.3.3)

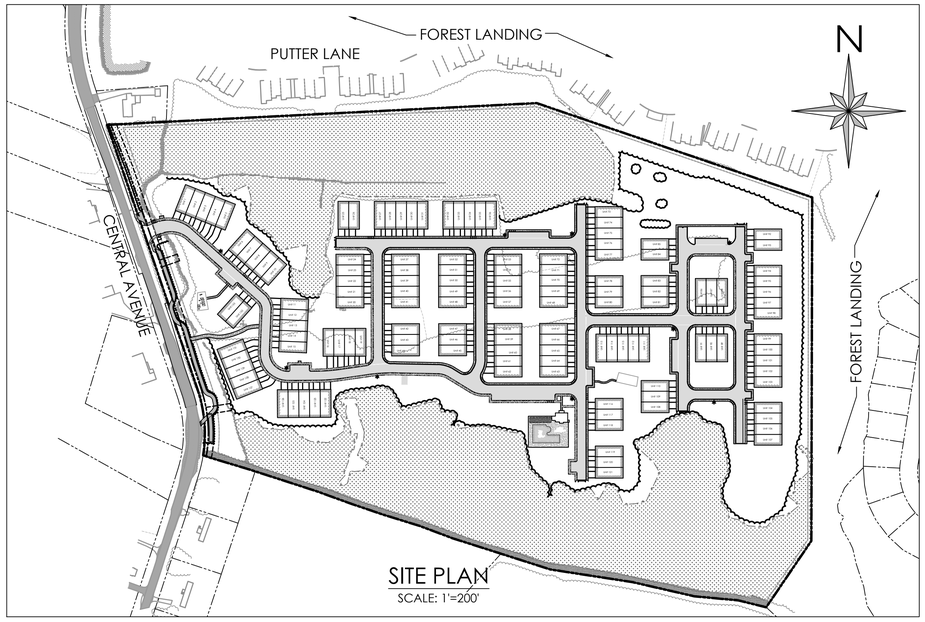
1501 If there are any questions about the above referenced comments please feel free to contact the Fire Protection Specialist who reviewed this project. Please have the plan review number available when calling about a specific project. When changes or revisions to the plans occur, plans are required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

FINAL SITE PLAN
CONDITIONAL USE
FOR
FRIENDSHIP HALL

Formerly Known As ORR PROPERTY
COUNTY PROJECT REFERENCE NO. S-18-89
BALTIMORE HUNDRED - SUSSEX COUNTY, DELAWARE
FOR RH ORR , LLC c/o RIBERA DEVELOPMENT, LLC

LEGEND

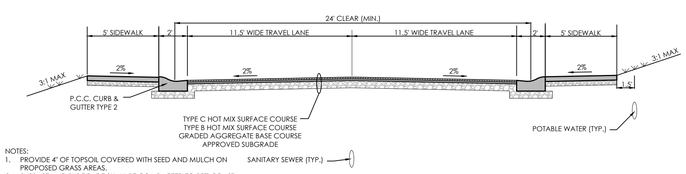
	EXISTING	PROPOSED
PROPERTY LINE		
EASEMENT LINE		
EASEMENT HATCH		
SETBACK LINE		
R.O.W. LINE		
CAPPED PIN FOUND	CPF	
CONCRETE MONUMENT FOUND	CMF	
IRON PIPE FOUND	IPF	
BENCH MARK	ELEV:	
SPOT ELEV. LABEL	19.25	
MAJOR CONTOUR		
MINOR CONTOUR		
ROAD CENTERLINE		
EDGE OF CONCRETE		
EDGE OF PAVEMENT		
EDGE OF GRAVEL		
CURB		
PAVEMENT HATCH		
GRAVEL HATCH		
BUILDING OUTLINE		
BUILDING HATCH		
SIDEWALK		
SIDEWALK HATCH		
FENCE LINE	X	X
EDGE OF WETLAND		
WETLAND HATCH		
FLOOD PLAIN		
STORM MANHOLE	D	D
CURB INLET		
STORM PIPE		
CENTERLINE OF DITCH		
RIP RAP		
SANITARY MANHOLE	S	S
SANITARY CLEANOUT	C/O	C/O
SANITARY PIPE	SS	SS
WATER METER	W	
WATER VALVE	WV	WV
WATER PIPE	W	W
FIRE HYDRANT		
OVERHEAD ELECTRIC	E	
UTILITY POLE		
ELECTRIC SERVICE BOX	ELEC	
TRANSFORMER	XFMR	
GUY WIRE		
STREET LIGHT	N/A	
CABLE TV PEDASTAL	CATV	
PROPANE TANK LID	G	
TELEPHONE PEDESTAL	T	
DECIDUOUS TREE		
CONIFEROUS TREE		
TREE LINE		
POND MAINTENANCE AREA	N/A	



SITE PLAN
SCALE: 1"=200'

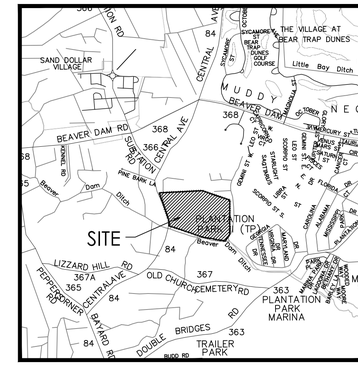
SHEET INDEX

1 FINAL SITE PLAN COVER SHEET
2 BOUNDARY OF WATERS AND WETLANDS OF THE U.S.
3 BOUNDARY OF WATERS AND WETLANDS OF THE U.S.
4 BOUNDARY OF WATERS AND WETLANDS OF THE U.S.
5 FINAL SITE PLAN
6 FINAL SITE PLAN
7 CURVE AND LINE TABLES



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.

TYPICAL DRIVE SECTION
NOT TO SCALE



VICINITY MAP
SCALE: 1" = 2000'

SITE DATA:

- DEVELOPER/: APPLICANT — RH ORR, LLC c/o RIBERA DEVELOPMENT, LLC
  8684 VETERANS HIGHWAY, SUITE 203
  MILLERSVILLE, MD 21108
  CONTACT: JOHN C. STAMATO
- OWNER: SARALINDA JONES ORR
  128 FENNERTON ROAD
  PAOLI, PA 19301
- ENGINEER: SOLUTIONS, IPEM, LLC
  303 NORTH BEDFORD STREET
  GEORGETOWN, DE 19947
  CONTACT: JASON PALKEWICZ, PE
  302-297-9215
- TAX MAP 134-16.00-39.00
  DEED REFERNCE: 2662/103
- EXISTING ZONING:
  GR - GENERAL RESIDENTIAL & ES-1 ENVIRONMENTALLY SENSITIVE
  SETBACKS:
  FRONT = 40'
  SIDE = 10' - 2 REQUIRED
  REAR = 10'
  MAX. BUILDING HEIGHT = 42'
  MINIMUM BUILDING SEPARATION = 40'
- PROPOSED USE:
  133 CONDOMINIUM HOMES (CONDITIONAL USE CU-2142)
  PROPOSED DENSITY: 2.78 DU/AC
- FLOOD ZONE:
  THE PROPERTY IS LOCATED IN FLOOD ZONE AE (EL. 4): SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AND ZONE X (UNSHADED): AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FIRM MAP NUMBER 10005C0513K, MAP REVISED MARCH 16, 2015.
- TOPOGRAPHY AND BOUNDARY SHOWN HEREON ARE AS PROVIDED BY CYPRESS SURVEY, LLC.
- WATER SUPPLY:
  PROVIDER = TIDEWATER UTILITIES, INC. OR ARTESIAN WATER
  ON-SITE WATER SYSTEM = PRIVATE
- SANITARY SEWER:
  SUSSEX COUNTY
- GROSS TOTAL AREA :
  TOTAL = 47.7177 AC.±

UPLAND AGRICULTURAL FIELD	= 5.900 AC.±
UPLAND SHRUB/FARM HOUSE COMPLEX	= 1.582 AC.±
UPLAND FOREST	= 21.835 AC.±
WATERS OF THE U.S.	= 0.953 AC.±
NON-TIDAL WETLANDS	= 17.448 AC.±

- WOODLANDS:
  EXISTING = 39.439 AC±
  TO BE REMOVED = 19.008 AC± (48.2% OF EX. WOODS)
  TO REMAIN = 20.431 AC± (51.8% OF EX. WOODS)
- AREAS:
  OPEN SPACE = 33.671 AC± (71.5%)
  OPEN SPACE A = 31.448 AC.±
  OPEN SPACE B = 0.844 AC.±
  OPEN SPACE C = 0.894 AC.±
  OPEN SPACE D = 0.229 AC.±
  OPEN SPACE E = 0.256 AC.±
  ACCESS, PARKING AND UTILITIES EASEMENTS = 6.253 AC.±
  DWELLING UNITS = 7.145 AC.±
  IMPERVIOUS AREA =
  RIGHT OF WAY DEDICATED TO DELDOT = 0.289 AC.±
  EASEMENT AREA DEDICATED TO DELDOT = 0.360 AC.±
- PARKING:
  REQUIRED: 2 PER UNIT = 2 x 133 = 266 SPACES REQUIRED

  PROVIDED:
  1 INTERNAL/GARAGE SPACE/UNIT = 133
  1 SPACE/DRIVE = 133
  STREET PARKING = 80
  TOTAL PARKING PROVIDED: 346
- PROJECT DATUM:
  HORIZONTAL: DELAWARE STATE PLANE NAD 83
  VERTICAL: NAVD 88

CONDITIONS OF APPROVAL: (CONDITIONAL USE)

At their meeting of November 13, 2018, the Sussex County Council approved the Conditional Use application for a multi-family unit (135 townhouses) to be located on the east side of Central Avenue, approximately 0.22 miles north of Old Church Cemetery Road with seventeen (17) conditions. The Conditional Use is valid for three (3) years. A Site Plan showing the conditions of approval shall be reviewed and approved by the Planning Commission prior to commencement of the use of the multi-family development. The following are the conditions:

A. The maximum number of residential units shall be 133. The two units located close to Central Avenue shall be eliminated to reduce the impact of this development upon properties across Central Avenue and to create greater separation of the development from the Central Avenue right of way.
B. All entrances, intersection, roadway and multi-modal improvements shall be completed by the developer in accordance with all DelDOT requirements.
C. The project shall have active and passive amenities including a swimming pool and pool house. All amenities shall be completed prior to the issuance of the 75th residential building permit in the project.
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. The connection to the existing County sewer along the northern boundary of this site shall be made by directional drilling under the wetlands. No open trenching or disturbance of the wetlands shall occur as part of the sewer connection.
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. As proffered by the Applicant, there shall be sidewalks on both sides of all streets and roadways.
H. The Applicant shall submit as part of the Final Site Plan a landscape plan showing the proposed tree and shrub landscape design, including any buffers areas. The landscape plan shall clearly designate all existing forested areas that will be preserved.
I. As stated by the Applicant, there shall be landscape buffer of at least 50 feet along the northeastern common boundary with Forest Landing. There shall be a 20-foot landscaped buffer along the eastern common boundary with Forest Landing. The developer shall also use every effort to keep existing vegetation or install landscaping along the entire Central Avenue frontage of the property to screen the development from the roadway and properties across from it. These buffer areas shall be shown within the landscape plan submitted as part of the Final Site Plan.
J. Construction and site work on the property, including deliveries of materials to or from the property, shall only occur between the hours of 7:00 am and 6:00 pm, Monday through Friday, and the hours of 7:00 am and 2:00 pm on Saturday. There shall be no Sunday hours.
K. Street naming and addressing shall be subject to the review and approval of the County Mapping and Addressing Departments.
L. The applicant shall form a homeowners' or condominium association responsible for the perpetual maintenance, repair and replacement of the roads, any buffers and landscaping stormwater management facilities, erosion and sediment control facilities and other common elements.
M. 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.
N. 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.
O. The developer, and the HOA or Condo Association shall protect and preserve the Hall Cemetery and any other gravesites on the property by installing a perimeter fence around the cemetery made of wrought iron or anodized aluminum. Parking shall also be provided for visitors to the cemetery. Access to the cemetery shall be shown on the Final Site Plan.
P. The applicant shall coordinate with the Indian River School District to establish a school bus stop area, which shall be shown on the Final Site Plan if required by the District.
Q. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

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 JUDGEMENT IN ACCORDANCE WITH THE 1987 CORPS OF ENGINEERS WETLAND DELINEATION MANUAL, REGULATIONS AND SUPPLEMENT GUIDANCE (33CFR 328.3(a)(8). Water 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 Interpretations of the 1987 Manual). THIS DELINEATION HAS NOT BEEN CONDUCTED FOR USDA PROGRAM OR AGRICULTURAL PURPOSES.

IN ACCORDANCE WITH DNREC TIDAL WETLAND MAPS THERE ARE NO STATE REGULATED WETLANDS ON THIS SITE.

EDWARD M. LAUNAY, PWS NO. 875
SOCIETY OF WETLAND SCIENTISTS
(CORPS OF ENGINEERS,
CERTIFIED WETLAND DELINEATOR WDCP93MD0510036B)

NOTES:
1. ALL ON-SITE ACCESS DRIVES ARE PRIVATE AND SHALL BE MAINTAINED BY THE OWNER UNTIL DEDICATION TO THE HOMEOWNERS ASSOCIATION. THE PERPETUAL MAINTENANCE OF THE STREETS SHALL BE BY THE RESPECTIVE ORGANIZATION.

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 HOMEOWNERS ASSOCIATION. THE PERPETUAL MAINTENANCE OF THE ABOVE PROACTIVE SHALL BE BY THE RESPECTIVE ORGANIZATION.

3. ALL OPEN SPACE SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

4. OVERALL BUILDING DIMENSIONS SHALL COMPLY WITH §115-188-E-1 OF THE SUSSEX COUNTY ZONING ORDINANCE.

5. STREET LIGHTS WILL BE PROVIDED. LOCATIONS TO BE DETERMINED PER ELECTRIC COMPANY.

SUSSEX CONSERVATION DISTRICT APPROVAL:

ENGINEER'S CERTIFICATION

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

JASON PALKEWICZ, PE DATE

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

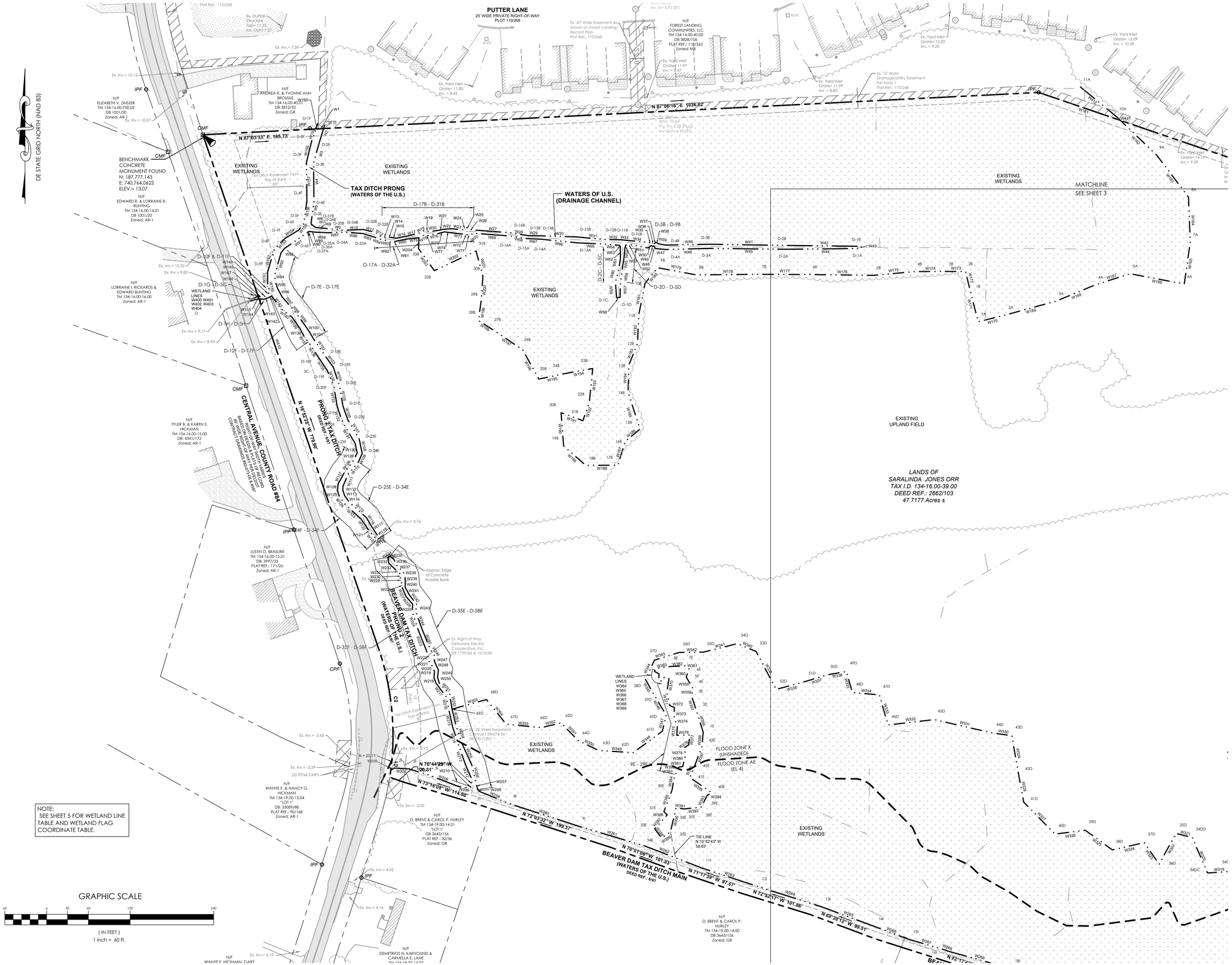
NO.	DATE	DESCRIPTION
1	5/18/20	REVISIONS PER AGENCY COMMENT LETTER DATED 5/13/20

FINAL SITE PLAN COVER SHEET
for
FRIENDSHIP HALL
Formerly Known As ORR PROPERTY
SUSSEX COUNTY, DELAWARE
Prepared for: RH ORR, LLC c/o RIBERA DEVELOPMENT, LLC

Date: 4/17/18
Job Number: G16067
Scale: AS NOTED
Drawn By: MIL
Designed By: JP
Approved By: JP

Sheet No.: 1 of 7

File Name: 17067-final-cover



NOTE:
SEE SHEET 5 FOR WETLAND LINE TABLE AND WETLAND FLAG COORDINATE TABLE.

solutions

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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Seal

Date

REVISIONS

NO.	DATE	DESCRIPTION

BOUNDARY OF WATERS AND WETLANDS OF THE UNITED STATES, INCLUDING WETLANDS
SUBJECT TO THE CORPS OF ENGINEERS REGULATORY PROGRAM

for

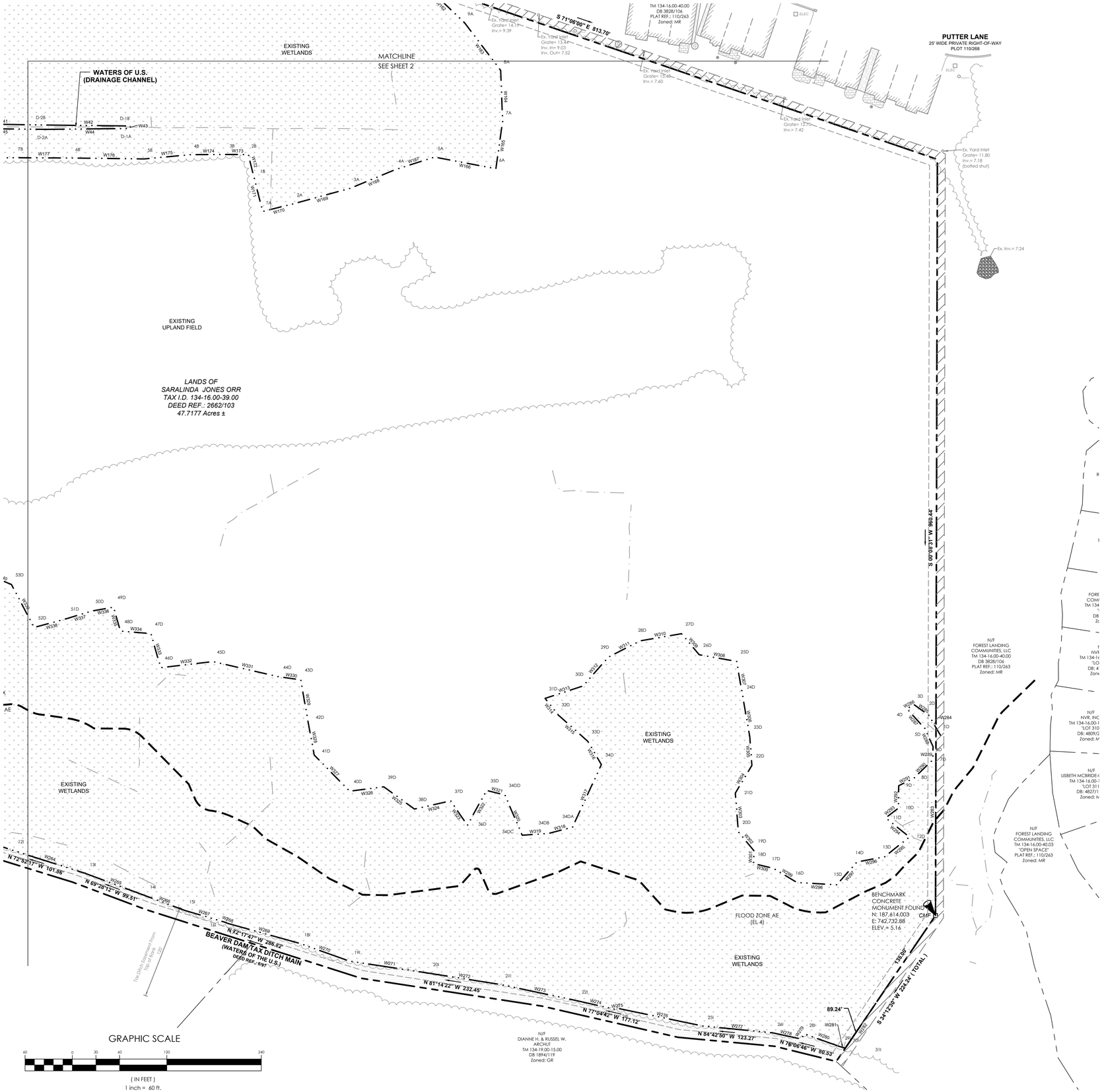
FRIENDSHIP HALL

Formerly Known As ORR PROPERTY
SUSSEX COUNTY, DELAWARE
Prepared for: RH ORR, LLC c/o RIBERA DEVELOPMENT, LLC

Date:	3/2/18
Job Number:	G17067
Scale:	1" = 60'
Drawn By:	MIL
Designed By:	
Approved By:	RER

Sheet No.: 2 of 7

File Name: 17039-prelim-wetlands



ACREAGE TABLE:

UPLAND AGRICULTURAL FIELD	= 5.937 AC.±
UPLAND SHRUB/FARM HOUSE COMPLEX	= 1.582 AC.±
UPLAND FOREST	= 22.295 AC.±
WATERS OF THE U.S. (TAX DITCH & DRAINAGE CHANNEL)	= 17.904 AC.±
TOTAL AREA	= 47.718 AC.±

BOUNDARY CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	388.10'	35.30'	N 06°18'01" E	35.29'	5°12'42"
C2	388.10'	152.87'	N 07°35'22" W	151.88'	22°34'06"

NOTE:
SEE SHEET 4 FOR WETLAND LINE TABLE AND WETLAND FLAG COORDINATE TABLE.

LEGEND

- PROPERTY LINE
- NON-TIDAL WETLANDS
- BOUNDARY OF WATERS OF THE U.S.
- FLOOD LINE
- WOODS LINE
- WETLAND DELINEATION DATA POINT

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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Seal

Date

REVISIONS

NO.	DATE	DESCRIPTION

BOUNDARY OF WATERS AND WETLANDS OF THE UNITED STATES, INCLUDING WETLANDS SUBJECT TO THE CORPS OF ENGINEERS REGULATORY PROGRAM

for

FRIENDSHIP HALL

Formerly Known As ORR PROPERTY
SUSSEX COUNTY, DELAWARE
Prepared for: RH ORR, LLC c/o RIBERA DEVELOPMENT, LLC

Date:	3/2/18
Job Number:	G17067
Scale:	1" = 60'
Drawn By:	ML
Designed By:	
Approved By:	RER

Sheet No.: 3 of 7

File Name: 17039-prelim-wetlands

WETLANDS LINE TABLE

LINE	BEARING	DISTANCE
W1	N 87°06'16" E	7.87'
W2	S 17°02'48" W	21.10'
W3	S 15°58'34" W	29.62'
W4	S 00°33'36" E	54.94'
W5	S 07°07'41" W	32.22'
W6	S 21°48'10" E	3.71'
W7	S 55°11'17" E	7.92'
W8	S 84°44'05" E	16.40'
W9	S 84°07'52" E	24.58'
W10	N 87°29'43" E	27.39'
W11	S 76°12'33" E	17.94'
W12	S 53°02'42" E	9.70'
W13	S 77°07'39" E	9.15'
W14	N 81°27'06" E	6.12'
W15	S 79°06'12" E	7.18'
W16	N 79°00'25" E	15.42'
W17	N 76°20'32" E	17.62'
W18	N 63°52'57" E	10.59'
W19	S 63°53'21" E	5.25'
W20	N 82°35'35" E	13.58'
W21	N 78°10'44" E	8.29'
W22	N 86°42'52" E	12.20'
W23	S 85°00'38" E	15.69'
W24	N 56°06'43" E	5.94'
W25	S 50°03'24" E	3.94'
W26	S 81°24'13" E	7.47'
W27	S 85°37'04" E	54.56'
W28	S 80°17'28" E	22.81'
W29	S 88°48'58" E	18.97'
W30	S 88°12'06" E	53.31'
W31	S 84°38'00" E	38.53'
W32	S 89°07'12" E	24.09'
W33	S 83°58'26" E	9.61'
W34	S 84°44'47" E	30.52'
W35	S 71°02'57" E	4.60'
W36	S 83°47'24" E	3.98'
W37	N 39°53'56" E	2.91'
W38	S 59°21'32" E	4.45'
W39	S 79°19'12" E	10.31'
W40	N 88°56'01" E	64.59'
W41	S 89°06'40" E	109.86'
W42	S 89°20'27" E	106.83'
W43	S 02°49'32" W	3.18'
W44	S 89°25'40" W	106.32'
W45	N 89°22'47" W	110.86'
W46	S 88°33'45" W	63.42'
W47	N 84°30'15" W	15.53'
W48	N 13°30'15" W	2.95'
W49	N 75°23'58" W	4.51'
W50	S 59°30'49" W	6.30'
W51	N 78°40'55" W	22.44'
W52	S 88°47'48" W	9.38'
W53	S 17°56'09" W	4.65'
W54	S 04°58'18" W	13.75'
W55	S 08°50'06" W	18.23'
W56	S 07°45'04" W	17.66'
W57	S 01°18'01" W	21.68'
W58	S 83°43'38" W	5.16'
W59	N 03°49'33" W	23.24'
W60	N 14°56'55" E	18.77'
W61	N 08°42'02" E	15.50'
W62	N 00°57'35" W	17.38'
W63	N 39°25'30" W	1.75'
W64	N 85°00'12" W	22.31'
W65	N 87°36'42" W	38.42'
W66	N 84°13'24" W	53.22'
W67	N 87°34'11" W	19.62'
W68	N 80°59'47" W	23.32'
W69	N 85°43'17" W	54.14'
W70	S 55°38'14" W	4.84'
W71	N 83°22'21" W	4.67'
W72	N 79°05'29" W	3.47'
W73	N 83°45'12" W	19.69'
W74	N 81°52'48" W	9.59'
W75	S 74°40'30" W	8.55'
W76	S 78°45'55" W	15.52'
W77	N 72°40'18" W	4.54'
W78	S 64°03'05" W	10.14'
W79	S 83°42'05" W	16.25'
W80	S 79°01'00" W	16.07'
W81	S 69°44'56" W	7.94'
W82	N 63°27'16" W	7.88'
W83	N 79°54'11" W	9.86'
W84	N 68°08'40" W	7.85'
W85	N 72°32'56" W	17.98'
W86	N 86°07'44" W	26.62'
W87	S 88°26'50" W	23.58'
W88	N 87°28'35" W	17.10'
W89	N 84°10'57" W	10.19'
W90	S 61°00'04" W	1.50'
W91	S 54°55'33" W	41.38'
W92	S 38°24'36" W	7.78'
W93	S 16°17'59" W	30.39'
W94	S 02°09'03" W	10.02'
W95	S 17°40'17" E	12.89'
W96	S 28°31'25" E	13.70'
W97	S 41°20'35" E	18.84'
W98	S 38°31'08" E	17.08'
W99	S 35°52'56" E	16.87'
W100	S 34°29'47" E	11.14'
W101	S 29°59'38" E	11.53'
W102	S 34°23'03" E	27.69'
W103	S 35°30'26" E	22.37'
W104	S 18°07'21" E	27.67'
W105	S 09°50'54" E	29.58'
W106	S 19°17'25" E	21.10'
W107	S 30°39'31" E	32.10'
W108	S 11°42'07" E	21.09'
W109	S 23°55'29" W	13.55'
W110	S 40°34'57" W	21.91'
W111	S 23°42'42" W	19.52'
W112	S 01°48'59" W	5.90'
W113	S 18°20'23" E	8.19'
W114	S 35°31'15" E	12.62'
W115	S 48°18'31" E	31.94'
W116	S 30°45'43" E	11.82'
W117	S 32°05'08" E	11.27'
W118	S 32°40'50" E	12.03'
W119	S 60°15'05" W	3.78'
W120	N 43°27'58" W	13.97'
W121	N 34°23'09" W	7.67'
W122	N 33°45'11" W	15.64'
W123	N 47°45'45" W	29.96'
W124	N 37°07'01" W	15.22'
W125	N 17°35'14" W	9.00'
W126	N 05°29'28" E	9.88'
W127	N 28°53'03" E	18.46'
W128	N 36°31'30" E	21.80'
W129	N 27°18'01" E	11.95'
W130	N 12°06'32" W	14.44'
W131	N 31°01'54" W	34.32'
W132	N 19°08'50" W	23.66'
W133	N 09°40'58" W	30.39'
W134	N 22°19'06" W	24.51'
W135	N 33°32'57" W	20.87'
W136	N 33°52'19" W	28.75'
W137	N 35°38'42" W	10.80'
W138	N 27°41'57" W	12.45'
W139	N 35°34'20" W	19.83'
W140	N 53°19'58" W	19.74'
W141	N 35°08'02" W	22.48'
W142	S 60°53'46" W	5.54'
W143	S 71°19'10" W	6.71'
W144	N 84°16'28" W	7.11'
W145	N 18°52'25" W	3.14'
W146	N 79°58'03" E	1.44'
W147	S 75°06'27" E	4.46'
W148	N 65°50'54" E	6.92'
W149	N 38°38'37" E	6.66'
W150	N 13°52'44" W	11.84'
W151	N 00°05'17" E	16.91'
W152	N 16°33'15" E	34.07'
W153	N 44°32'06" E	22.04'
W154	N 58°54'55" E	22.99'
W155	N 37°16'26" E	11.52'
W156	N 08°11'15" E	32.70'
W157	N 00°44'02" W	55.36'
W158	N 13°39'35" E	30.92'
W159	N 18°36'58" E	19.38'
W160	N 87°03'33" E	3.29'
W161	S 71°06'00" E	124.06'
W162	S 46°16'44" E	71.89'
W163	S 37°08'40" E	76.14'
W164	S 02°06'13" E	64.95'
W165	S 08°04'13" W	60.56'
W166	N 79°12'49" W	79.30'
W167	S 72°14'44" W	52.45'
W168	S 67°27'02" W	61.49'
W169	S 74°42'57" W	74.84'
W170	S 76°00'39" W	40.55'
W171	N 14°13'39" W	54.73'
W172	N 13°45'49" W	19.78'
W173	N 89°47'02" W	27.83'
W174	S 89°45'36" W	45.14'
W175	S 84°44'54" W	59.37'
W176	N 89°16'54" W	91.64'
W177	N 89°43'36" W	72.71'
W178	S 89°29'05" W	90.27'
W179	N 79°33'16" W	56.47'
W180	S 39°15'03" W	28.69'
W181	S 11°14'18" W	46.65'
W182	S 02°26'17" W	40.69'
W183	S 21°34'00" W	34.39'
W184	S 01°12'44" W	38.66'
W185	S 17°52'25" E	55.38'
W186	S 50°24'18" W	27.30'
W187	S 17°27'36" W	36.08'
W188	S 89°38'47" W	46.01'
W189	N 48°50'21" W	42.29'
W190	N 04°21'59" W	47.98'
W191	S 70°03'12" E	33.30'
W192	N 19°19'50" E	28.28'
W193	N 05°39'35" E	48.48'
W194	S 79°42'21" W	41.01'
W195	S 78°07'45" W	37.92'
W196	N 28°48'10" W	47.91'
W197	N 56°02'18" W	51.61'
W198	N 57°24'18" W	24.80'
W199	N 08°04'26" E	25.53'
W200	N 04°25'47" E	38.03'
W201	N 15°06'13" W	38.09'
W202	S 64°38'05" W	66.25'
W203	N 35°41'35" W	38.87'
W204	N 01°32'12" E	15.89'
W205	N 58°37'36" E	6.23'
W206	S 86°39'28" E	20.84'
W207	S 72°34'06" E	33.01'
W208	S 68°43'24" E	42.32'
W209	S 83°11'30" E	16.81'
W210	N 43°41'54" E	2.27'
W211	N 06°48'38" E	10.44'
W212	N 23°23'40" W	22.32'
W213	N 19°33'15" W	29.27'
W214	N 18°08'52" W	28.57'
W215	N 12°26'55" W	25.52'
W216	N 12°50'12" W	19.84'
W217	N 36°46'02" W	23.46'
W218	N 20°00'15" W	8.79'
W219	N 05°17'22" E	8.91'
W220	N 25°06'49" W	11.72'
W221	N 38°18'27" W	6.38'
W222	N 04°41'18" W	9.27'
W223	N 21°36'37" W	38.29'
W224	N 18°17'23" W	26.46'
W225	N 03°59'40" E	11.02'
W226	N 41°04'54" W	14.68'
W227	N 23°04'47" W	12.10'
W228	N 11°33'04" W	9.08'
W229	N 14°36'45" W	6.85'
W230	N 07°08'04" E	5.23'
W231	N 47°39'42" W	11.13'
W232	N 45°57'41" W	12.26'
W233	N 10°13'19" W	8.15'
W234	N 58°37'37" E	3.41'
W235	S 54°48'05" E	7.25'
W236	S 20°40'52" E	9.00'
W237	S 46°21'53" E	13.72'
W238	S 22°06'43" E	7.40'
W239	S 03°41'37" E	7.05'
W240	S 01°58'38" W	8.26'
W241	S 28°12'33" E	12.16'
W242	S 37°02'11" E	18.24'
W243	S 10°42'37" W	9.50'
W244	S 19°55'33" E	26.86'
W245	S 22°09'50" E	32.51'
W246	S 33°03'40" E	13.14'
W247	S 18°30'37" W	5.29'
W248	S 24°12'01" E	14.52'
W249	S 06°43'03" W	10.34'
W250	S 15°42'53" E	8.69'
W251	S 42°31'13" E	22.39'
W252	S 09°00'38" E	21.27'
W253	S 13°19'37" E	24.18'
W254	S 18°41'34" E	27.70'
W255	S 24°33'14" E	33.24'
W256	S 13°12'51" E	24.16'
W257	S 13°56'09" E	12.19'
W258	S 39°01'23" E	3.65'
W259	S 67°45'14" E	46.63'
W260	S 71°57'37" E	103.69'
W261	S 73°18'52" E	100.89'
W262	S 68°53'22" E	86.58'
W263	S 71°38'41" E	84.94'
W264	S 72°22'32" E	95.87'
W265	S 69°36'22" E	81.44'
W266	S 69°26'16" E	53.19'
W267	S 73°41'19" E	52.34'
W268	S 68°53'41" E	5.82'
W269	S 74°30'22" E	93.87'
W270	S 70°21'32" E	67.40'
W271	S 81°20'59" E	101.22'
W272	S 81°01'43" E	92.89'
W273	S 78°01'58" E	99.29'
W274	S 77°14'12" E	49.40'
W275	N 83°21'57" E	6.07'
W276	S 78°16'29" E	107.86'
W277	S 84°24'02" E	89.06'
W278	S 77°44'18" E	36.87'
W279	N 34°30'56" E	7.70'
W280	S 70°27'48" E	47.86'
W281	S 74°08'22" E	7.17'
W282	N 34°12'30" E	68.75'
W283	N 00°08'31" E	238.57'
W284	N 30°27'01" W	18.33'
W285	N 54°02'33" W	22.69'
W286	S 63°09'21" W	10.74'
W287	S 42°23'44" E	33.99'
W288	S 24°30'11" E	25.49'
W289	S 01°24'27" W	16.94'
W290	S 45°53'07" W	32.90'
W291	S 63°03'42" W	21.90'
W292	S 01°11'46" W	28.55'
W293	S 52°32'35" W	20.19'
W294	S 51°12'59" E	38.70'
W295	S 51°24'41" W	40.34'
W296	S 79°17'30" W	35.96'
W297	S 41°13'03" W	38.44'
W298	N 86°39'14" W	50.71'
W299	N 59°03'35" W	35.02'
W300	N 76°34'00" W	25.93'
W301	N 02°17'44" E	16.35'
W302	N 39°43'10" W	30.93'
W303	N 04°30'17" W	49.49'
W304	N 30°54'42" E	41.03'
W305	N 04°12'49" W	36.39'
W306	N 09°56'00" W	51.89'
W307	N 09°58'27" W	45.40'
W308	N 79°52'11" W	48.17'
W309	N 40°03'47" W	34.94'
W310	S 80°08'25" W	53.53'
W311	S 62°47'34" W	45.12'
W312	S 41°23'49" W	48.96'
W313	S 71°56'41" W	50.44'
W314	S 37°51'36" E	25.75'
W315	S 48°17'11" E	51.45'
W316	S 30°15'45" E	34.22'
W317	S 24°46'41" W	87.49'
W318	S 75°10'38" W	31.33'
W319	S 86°07'31" W	33.68'
W320	N 23°18'06" W	55.62'
W321	N 75°54'05" W	24.06'
W322	S 28°43'35" W	50.49'
W323	N 34°29'31" W	37.57'
W324	S 77°13'09" W	47.08'
W325	N 54°00'32" W	48.05'
W326	S 82°46'01" W	43.89'
W327	N 44°22'11" W	64.16'
W328	N 10°26'56" W	43.68'
W329	N 09°58'09" W	53.53'
W330	N 82°17'59" W	27.65'
W331	N 77°01'22" W	86.20'
W332	S 83°22'47" W	66.81'
W333	N 16°08'51" W	45.05'
W334	N 85°14'09" W	38.74'
W335	N 16°10'27" W	31.60'
W336	S 79°53'42" W	28.43'
W337	S 73°04'12" W	32.91'
W338	S 74°50'59" W	42.86'
W339	N 27°47'05" W	61.77'
W340	N 67°37'14" W	29.29'
W341	S 75°53'32" W	49.91'
W342	S 89°19'32" W	34.92'
W343	S 72°36'51" W	37.39'
W344	S 25°05'15" W	30.35'
W345	S 28°35'37" E	22.88'
W346	S 30°54'30" E	36.49'
W347	S 13°03'49" W	23.79'
W348	S 53°34'37" W	52.11'
W349	N 86°14'22" W	49.95'
W350	N 63°59'19" W	32.82'
W351	N 44°08'40" W	35.13'
W352	S 76°17'36" W	28.89'
W353	N 84°28'14" W	50.89'
W354	N 38°37'18" W	45.33'
W355	S 74°27'33" W	51.29'
W356	N 17°45'33" W	32.93'
W357	N 17°41'14" W	19.67'
W358	N 01°09'16" E	14.15'
W359	N 30°03'33" W	17.13'
W360	N 17°04'36" E	12.41'
W361	N 50°46'32" W	6.77'
W362	S 87°29'43" W	21.58'
W363	S 82°46'13" W	21.50'
W364	S 14°05'05" W	4.59'
W365	S 61°59'10" E	7.43'
W366	S 04°12'54" W	9.47'
W367	S 72°44'42" E	3.35'
W368	N 31°36'45" E	6.68'
W369	S 78°24'10" E	8.37'
W370	S 08°33'14" W	20.88'
W371	S 13°13'28" E	18.97'
W372	S 67°30'39" E	7.04'
W373	S 01°49'09" W	14.18'
W374	S 20°02'57" E	13.73'
W375	S 03°56'42" W	12.92'
W376	N 89°05'14" E	18.89'
W377	S 07°00'53" W	14.26'
W378	S 57°24'00" W	8.37'
W379	S 15°55'03" E	9.61'
W380	S 13°15'15" W	17.77'
W381	S 80°30'35" W	5.75'
W382	S 16°28'42" W	7.40'
W383	S 50°53'35" W	5.14'
W384	S 08°48'04" W	22.34'
W385	S 20°47'23" W	33.58'
W386	S 44°00'33" E	6.83'
W387	S 41°58'11" W	26.71'
W388	S 36°12'47" E	16.19'
W389	N 56°04'54" E	15.73'
W390	N 12°56'47" E	35.15'
W391	S 83°05'06" E	12.08'
W392	N 83°51'55" E	24.62'
W393	N 26°08'26" E	18.71'
W394	N 59°30'28" E	7.59'
W395	N 54°55'48" W	38.56'
W396	N 23°46'41" E	16.82'
W397	N 20°21'59" E	31.45'
W398	N 04°47'54" E	20.24'
W400	N 79°58'03" E	2.74'
W401	N 64°16'06" E	10.24'
W402	N 26°21'27" W	1.61'
W403	S 71°23'25" W	4.77'
W404	S 76°24'00" W	7.93'
W410	N 18°52'25" W	118.07'
W411	N 46°16'44" W	8.07'
W412	N 50°32'59" W	66.67'

WETLAND FLAG COORDINATE TABLE

FLAG NO.	NORTHING	EASTING
1A	188508.3210	741878.4380
2A	188518.1240	741917.7870
3A	188537.8520	741989.9790
4A	188561.4340	742046.7720
5A	188577.4270	742096.7210
6A	188562.5870	742174.6160
7A	188622.5480	742183.1180
8A	188687.4500	742180.7340
9A	188748.1390	742134.7610
10A	188803.4050	742076.9710
11A	188845.7670	742025.4910
1B	188561.3760	741864.9860
2B	188580.5880	741860.2800
3B	188580.6930	741832.4460
4B	188580.5040	741787.3030
5B	188575.0700	741728.1830
6B	188576.2190	741636.5550
7B	188576.5660	741563.8460
8B	188575.7540	741473.5750
9B	188585.9930	741418.0360
10B	188563.7730	741399.8810
11B	188518.0210	741390.7900
12B	188477.3640	741389.0590
13B	188445.3770	741376.4160
14B	188406.7210	741375.5980
15B	188354.0140	741392.5950
16B	188336.6170	741371.5620
17B	188302.2010	741360.7370
18B	188301.9170	741314.7290
19B	188329.7480	741282.8940
20B	188377.5890	741279.2410
21B	188366.2300	741310.5400
22B	188392.9150	741319.9010
23B	188441.1580	741324.6820
24B	188433.8300	741284.3350
25B	188426.0290	741247.2230
26B	188468.0120	741224.1400
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Seal

Date

REVISIONS		
NO.	DATE	DESCRIPTION

BOUNDARY OF WATERS AND WETLANDS OF THE UNITED STATES, INCLUDING WETLANDS SUBJECT TO THE CORPS OF ENGINEERS REGULATORY PROGRAM

for

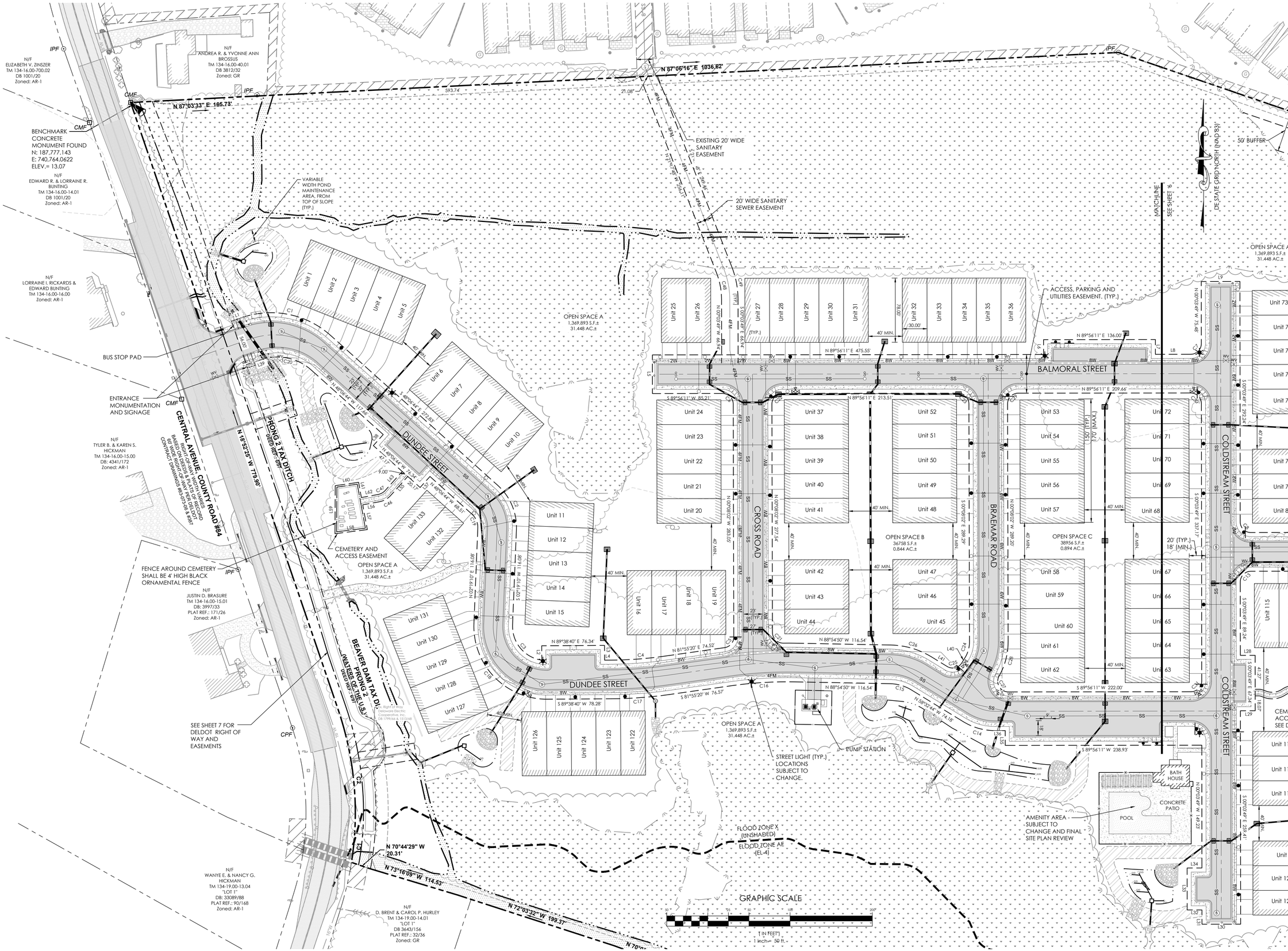
FRIENDSHIP HALL

Formerly Known As ORR PROPERTY
SUSSEX COUNTY, DELAWARE
Prepared for: RH ORR, LLC c/o RIBERA DEVELOPMENT, LLC

Date:	3/2/18
Job Number:	G17067
Scale:	1" = 60'
Drawn By:	ML
Designed By:	
Approved By:	RER

Sheet No.: 4 of 7

File Name: 17039-prelim-wetlands



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REVISIONS

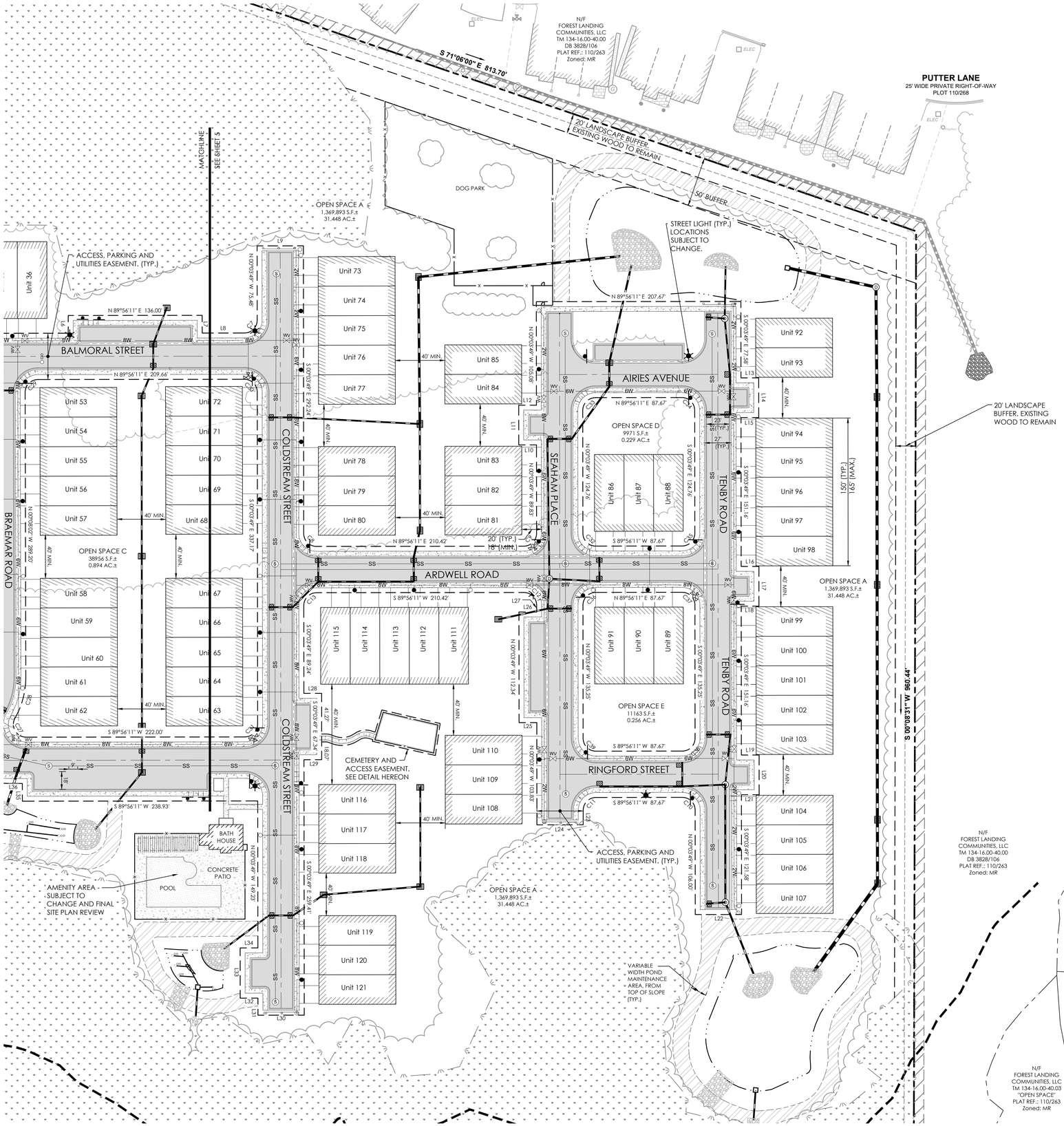
NO.	DATE	DESCRIPTION
1	5/18/20	REVISIONS PER AGENCY COMMENT LETTER DATED 5/13/20

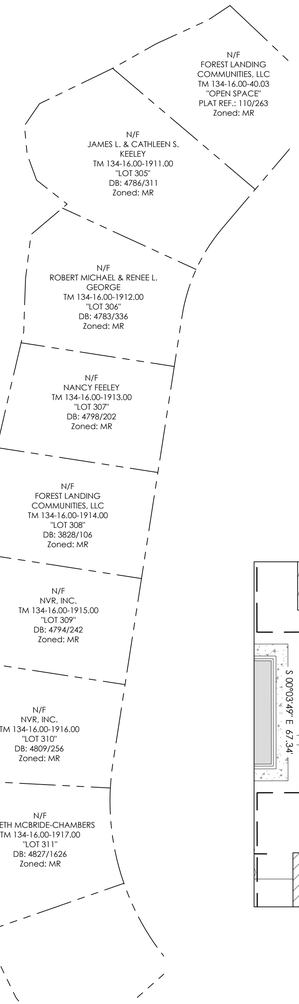
FINAL SITE PLAN
for
FRIENDSHIP HALL
Formerly Known As ORR PROPERTY
SUSSEX COUNTY, DELAWARE
Prepared for: RH ORR, LLC c/o RIBERA DEVELOPMENT, LLC

Date:	4/17/18
Job Number:	G16067
Scale:	1"=50'
Drawn By:	MIL
Designed By:	JP
Approved By:	JP

Sheet No.: 5 of 7

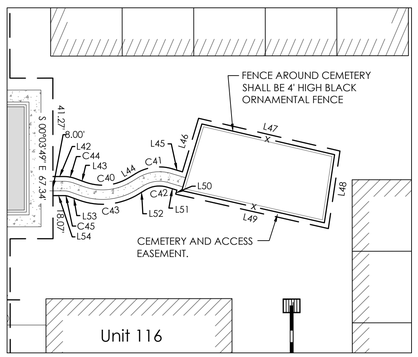
File Name: 17067-final-site





GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.



DETAIL
SCALE: 1"=30'

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REVISIONS

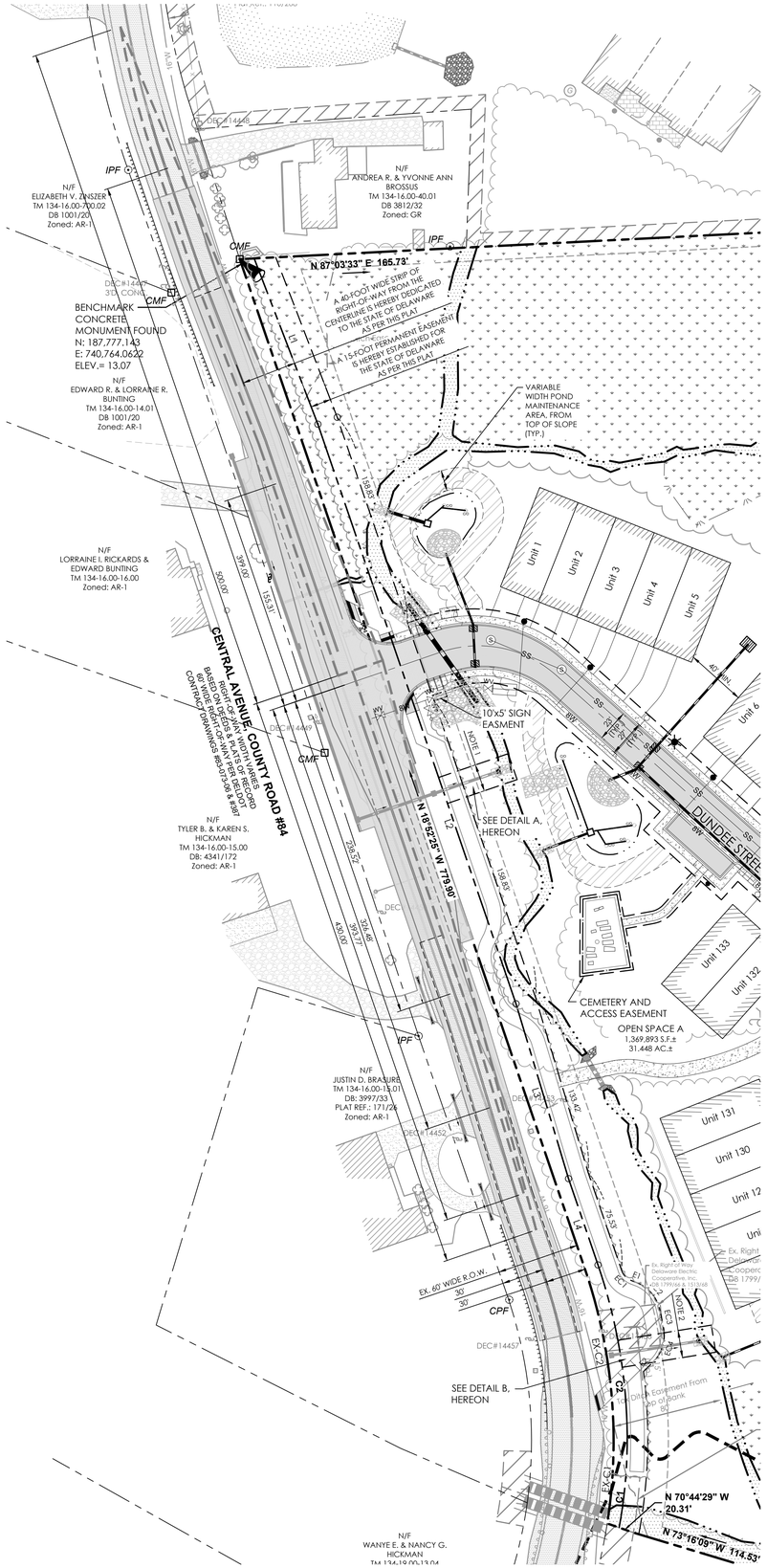
NO.	DATE	DESCRIPTION
1	5/18/20	REVISIONS PER AGENCY COMMENT LETTER DATED 5/13/20

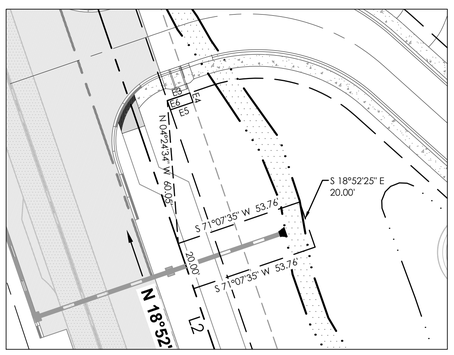
FINAL SITE PLAN
for
FRIENDSHIP HALL
Formerly Known As ORR PROPERTY
SUSSEX COUNTY, DELAWARE
Prepared for: RH ORR, LLC c/o RIBERA DEVELOPMENT, LLC

Date:	4/17/18
Job Number:	G16067
Scale:	1"=50'
Drawn By:	MIL
Designed By:	JP
Approved By:	JP

Sheet No.: 6 of 7

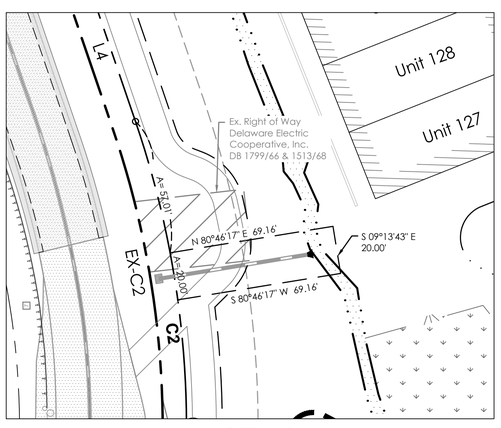
File Name: 17067-final-site





DETAIL A

SCALE: 1"=30'



DETAIL B

SCALE: 1"=30'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	108.50'	115.06'	109.75'	S 78°29'35" E	60°45'42"
C2	68.50'	60.29'	58.37'	S 22°53'47" E	50°25'54"
C3	41.50'	60.93'	55.61'	S 39°44'35" E	84°07'29"
C4	476.50'	64.22'	64.17'	N 85°47'00" E	7°43'20"
C5	13.00'	18.62'	17.07'	N 40°53'39" E	82°03'23"
C6	13.00'	20.40'	18.37'	N 45°05'56" W	89°55'46"
C7	13.00'	20.42'	18.38'	N 44°56'11" E	90°00'00"
C8	13.00'	20.42'	18.38'	S 45°03'49" E	90°00'00"
C9	13.00'	20.42'	18.38'	N 44°56'11" E	90°00'00"
C10	13.00'	20.42'	18.38'	N 45°03'49" W	90°00'00"
C11	13.00'	20.42'	18.38'	S 44°56'11" W	90°00'00"
C12	13.00'	20.42'	18.38'	N 45°03'49" W	90°00'00"
C13	13.00'	20.42'	18.38'	S 44°56'11" W	90°00'00"
C14	73.50'	40.43'	39.92'	N 74°18'17" W	31°31'04"
C15	51.50'	27.30'	26.98'	N 73°43'47" W	30°22'05"
C16	476.50'	76.21'	76.13'	S 86°30'15" W	9°09'50"
C17	523.50'	70.56'	70.50'	S 85°47'00" W	7°43'20"
C18	88.50'	143.15'	128.05'	N 44°01'05" W	92°40'30"
C19	21.50'	18.92'	18.32'	N 22°53'47" W	50°25'54"
C20	61.50'	65.22'	62.21'	N 78°29'35" W	60°45'42"
C21	13.00'	20.50'	18.44'	N 45°18'13" W	90°20'20"
C22	13.00'	20.44'	18.40'	N 44°54'04" E	90°04'14"
C23	13.00'	20.40'	18.37'	S 45°05'56" E	89°55'46"
C24	36.50'	20.12'	19.87'	S 15°39'37" W	31°35'18"
C25	13.00'	20.42'	18.38'	S 76°27'16" W	90°00'00"
C26	98.50'	52.21'	51.60'	N 73°43'47" W	30°22'05"
C27	13.00'	27.16'	22.49'	N 30°12'03" W	119°43'32"
C28	83.50'	43.42'	42.94'	N 14°45'51" E	29°47'46"
C29	13.00'	20.44'	18.40'	N 44°54'04" E	90°04'14"
C30	13.00'	20.42'	18.38'	S 45°03'49" E	90°00'00"
C31	13.00'	20.42'	18.38'	S 44°56'11" W	90°00'00"
C32	13.00'	20.42'	18.38'	N 45°03'49" W	90°00'00"
C33	13.00'	20.42'	18.38'	N 44°56'11" E	90°00'00"
C34	13.00'	20.42'	18.38'	S 45°03'49" E	90°00'00"
C35	13.00'	20.42'	18.38'	S 44°56'11" W	90°00'00"
C36	13.00'	20.42'	18.38'	N 44°56'11" E	90°00'00"
C37	13.00'	20.42'	18.38'	S 45°03'49" E	90°00'00"
C38	13.00'	20.42'	18.38'	S 44°56'11" W	90°00'00"
C39	13.00'	20.42'	18.38'	N 45°03'49" W	90°00'00"
C40	21.00'	18.81'	18.19'	N 84°09'52" E	51°18'53"
C41	19.00'	16.02'	15.55'	S 82°39'20" W	48°17'48"
C42	11.00'	9.27'	9.00'	S 82°39'20" W	48°17'48"
C43	29.00'	25.97'	25.11'	S 84°09'52" W	51°18'53"
C44	24.50'	16.11'	15.82'	S 60°43'12" W	37°39'52"
C44	14.00'	4.84'	4.82'	N 80°05'21" W	19°49'19"
C45	15.50'	10.19'	10.01'	N 60°43'12" E	37°39'52"
C45	6.00'	2.08'	2.07'	S 80°05'21" E	19°49'19"
C46	24.50'	16.11'	15.82'	S 60°43'12" W	37°39'52"
C47	15.50'	10.19'	10.01'	N 60°43'12" E	37°39'52"
C48	90.00'	33.35'	33.16'	N 10°40'49" W	21°14'00"
C49	110.00'	40.76'	40.53'	S 10°40'49" E	21°14'00"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 71°07'35" E	12.83'
L2	N 00°21'20" W	17.54'
L3	S 00°21'20" E	18.00'
L4	N 89°38'40" E	8.11'
L5	N 00°03'49" W	47.00'
L6	N 00°03'49" W	18.00'
L7	S 00°03'49" E	18.00'
L8	N 89°56'11" E	42.83'
L9	N 89°56'11" E	47.00'
L10	S 89°56'11" W	18.00'
L11	N 00°03'49" W	40.34'
L12	N 89°56'11" E	18.00'
L13	N 89°56'11" E	18.00'
L14	S 00°03'49" E	40.34'
L15	S 89°56'11" W	18.00'
L16	N 89°56'11" E	18.00'
L17	S 00°03'49" E	40.34'
L18	S 89°56'11" W	18.00'
L19	N 89°56'11" E	18.00'
L20	S 00°03'49" E	40.34'
L21	S 89°56'11" W	18.00'
L22	S 89°56'11" W	47.00'
L23	S 00°03'49" E	14.75'
L24	S 89°56'11" W	47.00'
L25	S 89°56'11" W	18.00'
L26	N 89°56'11" E	18.00'
L27	N 00°03'49" W	6.83'
L28	N 89°56'11" E	18.00'
L29	S 89°56'11" W	18.00'
L30	S 89°56'11" W	47.00'
L31	N 00°03'49" W	17.35'
L32	S 89°56'11" W	18.00'
L33	N 00°03'49" W	51.00'
L34	N 89°56'11" E	18.00'
L35	N 00°03'49" W	18.00'
L36	S 89°56'11" W	12.44'
L37	S 41°53'16" W	18.00'
L38	N 41°53'16" E	18.00'
L39	S 71°07'35" W	18.87'
L40	S 31°07'16" W	7.53'
L41	N 58°32'44" W	22.24'
L42	N 90°00'00" E	4.59'
L43	S 70°10'41" E	4.60'
L44	N 58°30'26" E	3.40'
L45	S 73°11'46" E	4.39'
L46	N 16°48'14" E	23.47'
L47	S 76°57'54" E	60.83'
L48	S 08°32'07" W	32.89'
L49	N 77°17'14" W	65.59'
L50	N 16°48'14" E	11.76'
L51	N 73°11'46" W	4.39'
L52	S 58°30'26" W	3.40'
L53	N 70°10'41" W	4.60'
L54	N 90°00'00" W	4.58'
L55	S 41°53'16" W	30.93'
L56	S 79°33'08" W	20.61'
L57	S 10°26'52" E	30.60'
L58	S 82°44'05" W	39.60'
L59	N 00°17'23" E	58.38'
L60	N 81°54'39" E	28.68'
L61	S 10°26'52" E	18.78'
L62	N 79°33'08" E	20.61'
L63	N 41°53'16" E	30.93'

DELDOT EASEMENTS CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
EC1	12.50'	10.97'	10.62'	N 44°00'14" W	50°15'37"
EC2	27.50'	27.00'	25.93'	S 41°00'13" E	56°15'39"
EC3	432.60'	14.01'	14.01'	S 11°56'44" E	1°51'18"
EC4	27.50'	27.00'	25.93'	S 17°06'44" W	56°15'39"

DELDOT EASEMENTS LINE TABLE

LINE	BEARING	DISTANCE
E1	N 69°08'02" W	3.71'
E2	N 45°14'34" E	9.92'
E3	N 71°07'35" E	10.00'
E4	S 18°52'25" E	4.09'
E5	S 71°07'35" W	10.00'
E6	S 18°52'25" E	4.09'

DELDOT RIGHT OF WAY LINE TABLE

LINE	BEARING	DISTANCE
L1	N 21°01'17" W	129.78'
L2	N 18°52'25" W	447.40'
L3	N 16°43'34" W	133.42'
L4	S 18°52'25" E	66.59'

DELDOT RIGHT OF WAY CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	398.10'	111.52'	111.15'	S 10°50'56" E	16°02'59"
C2	359.66'	83.11'	82.92'	N 03°47'44" E	13°14'21"

BOUNDARY CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
EX-C1	388.10'	35.30'	N 06°18'01" E	35.29'	5°12'42"
EX-C2	388.10'	152.87'	N 07°35'22" W	151.88'	22°34'06"

NOTES:

1. A 20-FOOT WIDE PERMANENT EASEMENT CONTAINING 1075.29 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 1381.48 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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REVISIONS

NO.	DATE	DESCRIPTION
1	5/18/20	REVISIONS PER AGENCY COMMENT LETTER DATED 5/13/20

DELDOT RIGHT OF WAY AND EASEMENTS, CURVE AND LINE TABLES
for
FRIENDSHIP HALL
Formerly Known As ORR PROPERTY
SUSSEX COUNTY, DELAWARE
Prepared for: RH ORR, LLC c/o RIBERA DEVELOPMENT, LLC

Date:	4/17/18
Job Number:	G16067
Scale:	1"=50'
Drawn By:	ML
Designed By:	JP
Approved By:	JP

Sheet No.: 7 of 7

File Name: 17067-final-site

Tax Map & Parcel Nos. _____ (Including All Units)
Prepared By and Return to:
K. William Scott, Esq.
Scott and Shuman, P.A.
33292 Coastal Highway, Suite 3
Bethany Beach, Delaware 19930

DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES SITUATED IN BALTIMORE HUNDRED, SUSSEX COUNTY, DELAWARE, PURSUANT TO THE DELAWARE UNIFORM COMMON INTEREST OWNERSHIP ACT FOR

ORR-MIDDLE CREEK CONDOMINIUM

RH ORR, LLC, a Delaware Limited Liability Company, of _____, (hereinafter referred to as the "Declarant"), does hereby declare:

1. Intent of Submission and Description of Property. **RH ORR, LLC,** a Delaware Limited Liability Company, as holder of legal title to the land herein described, hereby submits certain real property described in **Schedule "A"** annexed hereto, together with the buildings and improvements thereon erected and owned by the Declarant in fee simple absolute (referred to as the "Property"), to the provisions of the Delaware Uniform Common Interest Ownership Act, 25 Del. C. Section 81-101, et seq. (referred to as the "Act"), in order to create a plan of condominium ownership of the Property. The Property consists of Units and Common Elements as shown on the Condominium Plats and Plans, being dated _____, recorded in the Office of the Recorder of Deeds, in and for Sussex County, Georgetown, Delaware in Plot Book ____, Page ____.

2. Definitions. The terms used in this Declaration and in the accompanying Bylaws shall have the following meanings:

(a) "Act" means the Delaware Uniform Common Interest Ownership Act (25 Del. C. Section 81-101, et seq.), as amended.

(b) "Applicable Law" means all laws, rules, statutes, codes, acts, ordinances, judgments, decrees, injunctions, permits, licenses, authorizations, directives, requirements or regulations of all federal, state, county, city and other governments, departments, commissions, Councils, courts, authorities, officials, and offices applicable to the Property, the Condominium, the Units, the Association, the Condominium Documents, and any Unit Owner.

(c) "Association" means all of the Unit Owners acting as a group in accordance with the Bylaws.

(d) "Bylaws" means such governing regulations as are adopted pursuant to the Act for the regulation and management of the Property, including such amendments thereof as may be

adopted from time to time. The Bylaws shall have the same meaning as defined in Section 81-103(6) of the Act.

(e) "Common Elements" means, pursuant to Section 81-103(8) of the Act, any parts of the Condominium other than the Units, and any other interests in real estate for the benefit of the Unit Owners as more fully set forth on the Condominium Plats and Plans and in Section 8 of this Declaration. The Common Elements shall include both the General Common Elements (if any) and Limited Common Elements (if any) as shown upon the Condominium Plats and Plans and as otherwise set forth herein.

(f) "Common Expenses" means and includes:

(1) All sums lawfully assessed against the Unit Owners by the Council;

(2) Expenses of administration, maintenance, repair and replacement of the Common Elements, including repair and replacement reserves as may be established;

(3) Expenses agreed upon as Common Expenses by the Unit Owners;

(4) Expenses declared Common Expenses by the provisions of the Act or by this Declaration or the Bylaws;

(5) Premiums for insurance policies required to be purchased by the Council pursuant to the Bylaws;

(6) Charges for water meters, water service, water bond sinking fund, charges for regional sewage use and regional sewage bond redemption, if any, if the same are billed or charged to the Condominium as a whole; and

(7) All valid charges against the Condominium as a whole.

(g) "Common Profits" means and includes all revenues over expenses, gains realized from activities or investments over and above expenditures therefor.

(h) "Condominium" means the ORR-MIDDLE CREEK Condominium project being submitted to the provisions of the Act pursuant to the terms and conditions of this Declaration and which shall consist of the Common Elements and the Units.

(i) "Condominium Documents" means this Declaration, the Condominium Plats and Plans, Bylaws, and Rules and Regulations, and any of the accompanying documents referenced or provided for as schedules thereto, and all amendments thereto.

(j) "Condominium Plats and Plans" means the Condominium Plats and Plans dated _____, prepared by _____, a registered architect or licensed professional engineer or professional land surveyor, which Condominium Plats and Plans have been recorded in the Office of the Recorder of Deeds, in and for Sussex County, Georgetown, Delaware in Plot Book ____, Page ____, and any subsequent amendments to such Condominium Plats and Plans.

(k) "Council" means a board of natural persons of the number stated in the Bylaws, all of whom shall be residents of the State of Delaware, Unit Owners as defined herein, or representatives of the Declarant, but need not be all, who shall be appointed or elected as provided in the Condominium Documents, and who shall manage the business operations and affairs of the Condominium on behalf of the Unit Owners and in compliance with and subject to the provisions of the Act, this Declaration and the Bylaws, and such other regulations as may be promulgated. The Council shall serve as the "Executive Board" of the Association, as such term is used in the Act.

(l) "Declaration" means this document by which the Declarant submits the Property to the provisions of the Act and all amendments thereof.

(m) "Declaration Plan" means and is interchangeable with the term "Condominium Plats and Plans".

(n) "Delaware Uniform Common Interest Ownership Act" means Title 25, Delaware Code, Sections 81-101 through 81-421, as amended (referred to as the "Act").

(o) "Declarant" means **RH ORR, LLC,** a Delaware Limited Liability Company and its successors and assigns.

(p) "Declarant Control Period" means the period beginning on the date of recordation of this Declaration and ending on the date which is the earlier of (i) sixty (60) days after the date on which seventy-five (75%) percent of the proposed Units, together with the Common Elements appurtenant thereto, have been conveyed to Unit Owners other than the Declarant; (ii) two (2) years after the date the Declarant has ceased to offer Units for sale in the ordinary course of business; or (iii) two (2) years after any right of the Declarant to add new Units to the Condominium was last exercised as provided in the Declaration and the Act.

(q) "Declarant Rights" means the rights or combination of rights reserved by the Declarant in this Declaration and in the Bylaws and shall include, but not be limited to, the "Development Rights" as the same is defined in the Act.

(r) "Eligible Mortgagee" means a holder, insurer, or guarantor of a first mortgage on a Unit who has submitted a written request to the Declarant or Council that it be provided with notice from the Council of amendments to the Condominium Documents or other significant matters which would affect the interests of the Mortgagee.

(s) "Expansion Area" shall have the meaning ascribed in Section 5 hereof, captioned "Expansion".

(t) "General Common Elements" means all parts of the Property other than the Units and Limited Common Elements as more fully set forth in Subsection 8(b) hereof, captioned "General Common Elements". The General Common Elements shall expressly exclude both the Limited Common Elements and Units as shown upon the Condominium Plats and Plans and as otherwise set forth herein.

(u) "Initial Units" shall have the meaning ascribed in Section 4 hereof, captioned "Initial Units".

(v) "Land" means the real property, exclusive of buildings or other improvements thereon, as described in **Schedule "A"**.

(w) INTENTIONALLY DELETED.

(x) "Lot Line" means the locations at which the vertical boundaries of a Unit intersect with the ground, as depicted on the Condominium Plats and Plans, establishing the total ground area attributable to a Unit and on which a Unit is located, including the dwelling, driveway, and any yard.

(y) "Limited Common Elements" means that portion of the Common Elements allocated in the Declaration and identified on the Condominium Plats and Plans for the exclusive use of one (1) or more, but fewer than all, of the Units.

(z) "Maintain" or "Maintenance" or any variation thereof shall mean and refer to the maintenance, repair, restoration, replacement, demolition, removal, and construction of all or any portion of the Property, including, by way of example and not of limitation, any Unit, Limited Common Element or General Common Element required or necessary to keep such Property in good working order, operation, condition and repair as otherwise required, permitted or authorized under the Condominium Documents.

(aa) "Majority" or "Majority of Unit Owners" means the owners of more than fifty percent (50%) of the aggregate in interest of the undivided ownership of the Common Elements as specified herein.

(bb) "Managing Agent" means a professional managing agent employed by the Declarant or Council to perform such duties and services as the Declarant or Council shall authorize in conformance with this Declaration and the Bylaws.

(cc) "Percentage Interest" means the Percentage Interest of each Unit in the Common Elements as set forth in **Schedule "B"** attached hereto and subject to specified reductions upon subsequent amendments thereto as provided for in **Schedule "C"** attached hereto.

(dd) "Property" means the Land and the Units and all other improvements and structures thereon owned in fee simple, and all easements, rights and appurtenances belonging thereto which have been or are intended to be submitted to the provisions of the Act, and all articles of personal property intended for use in connection therewith.

(ee) "Recorded" means that an instrument has been duly entered of record in the Office of the Recorder of Deeds, in and for Sussex County, the County in which the Land and Property are situate.

(ff) "Recorder" means the Office of the Recorder of Deeds, in and for Sussex County, Delaware, located in Georgetown, Delaware.

(gg) "Revocation" means an instrument signed by all of the Unit Owners and by all holders of liens against the Units by which the Property is removed from the provisions of the Act.

(hh) "Rules and Regulations" means such rules and regulations as may be adopted from

time to time by the Declarant or Council that are deemed necessary for the enjoyment of the Condominium, provided they are not in conflict with the Act, this Declaration, or the Bylaws. See also Section 33 of this Declaration.

(ii) "Unit" means all of the improvements and property located within a 3- dimensional space designated for separate ownership or occupancy, as defined by Section 81-103(48) of the Act, consisting of the entire dwelling structure, and any garage located within the boundaries of the Unit identified on the Condominium Plats and Plans. Where intersecting the ground, the vertical boundaries of a Unit are sometimes referred to as Lot Lines, establishing the outside perimeter of the ground area attributable to the Unit.

(jj) "Unit Designation" means the number, letter or combination thereof designating a Unit in the Condominium Plats and Plans.

(kk) "Unit Owner" means any natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof, which owns title to a Unit.

3. Name of Condominium. This Condominium project shall be known as ORR-MIDDLE CREEK Condominium and shall be an expandable condominium as hereinafter provided.

4. Initial Units. There are presently _____ (__) Units erected upon the Property, which have been built as of the date hereof. The Initial Units are located as shown on the Condominium Plats and Plans. Each Initial Unit is improved with a dwelling and a garage. As hereinafter provided, Declarant has reserved the right to expand the Condominium to create up to a maximum of _____ (__) Units, as authorized pursuant to Section 81-205 of the Act, as amended. Any additional Units, as they are constructed, will be located in substantial conformity to the Condominium Plats and Plans; provided, however, that the Declarant may effect minor changes in the location of the proposed Units in order to improve views to and from the Units, improve parking areas and harmonize the Property to the sewer and water service distribution plan; and further provided that the Condominium Plats and Plans shall not be substantially changed and no interest in any Unit or Common Element shall be changed thereby, except as provided herein. To accomplish the purposes set forth herein, the Declarant has filed for record a Deed of Easement (a copy of which is attached hereto as **Schedule "D"**), which is of record in the Office of the Recorder of Deeds, in and for Sussex County, Delaware in Deed Book ____, Page ____.

5. Expansion. The Land and the improvements now or hereafter to be located thereon which may be annexed to and made a part of the Condominium ("Expansion Area") are described in **Schedule "G"** attached hereto and made a part hereof. The maximum number of Units which may be contained in the Condominium is _____ (__). Such Units and/or any Limited Common Elements appurtenant to them may be added in phases in accordance with Section 6 hereof, in whatever sequence the Declarant may determine in its sole and exclusive discretion.

6. Expansion Phases.

(a) Right to Expand. The Declarant hereby reserves, pursuant to the authorities contained in Section 81-205 of the Act, as amended, the right to expand the Condominium without the consent of the Council, the Unit Owners or the holder of any lien upon any Unit, and to annex to the Property additional land and improvements thereon, provided that this reserved right shall terminate on the twenty-fifth (25th) anniversary after the date of Recordation of this Declaration and shall otherwise comply with the Act. Notwithstanding the foregoing, Declarant shall be under no obligation to expand

the Condominium and any such expansion shall be at Declarant's sole discretion.

Any such expansion or annexation shall be accomplished by the recordation in the Office of the Recorder of Deeds, in and for Sussex County, Delaware, of an amendment to this Declaration, an amendment to **Schedule "A"** of this Declaration, an amendment to **Schedule "B"** of this Declaration which shall conform to the provisions outlined in **Schedule** "C" hereof, and an amendment of the Condominium Plats and Plans showing, inter alia, the Units and improvements constructed upon the Land being annexed.

(b) Adjustments to Common Element Percentages. Upon the recordation of an amendment to this Declaration for the purpose of annexing some or all of the Expansion Area to the Land and improvements described in **Schedule "A"** attached hereto, each Unit Owner, by operation of law and pursuant to the reallocation process described in **Schedule "C"** attached hereto, shall have the undivided Percentage Interests in the Common Elements, Common Expenses and Common Profits and shall have the number of votes set forth on an amendment to **Schedule "B"** attached thereto. Any deed for any condominium Unit shall be delivered subject to the conditional limitation that the Percentage Interests appurtenant to such Unit shall be automatically reallocated pro tanto upon the recordation of such amendment.

(c) Execution and Recordation of Amendments. There is reserved unto the Declarant, its successors or assigns, an irrevocable Power of Attorney coupled with an interest as set forth on **Schedule "F"** for the purpose of reallocating the Percentage Interests and voting rights appurtenant to each of the Units in accordance with this Section and executing, acknowledging and delivering such further instruments as may from time to time be required in order to accomplish the purposes of this Section. Each Unit Owner and each Mortgagee of a Unit shall be deemed to have acquiesced in the amendment of this Declaration and in the amendment of the Condominium Plats and Plans for the purpose of adding additional Units and Common Elements to the Condominium in the manner set forth in this Section and shall be deemed to have granted unto the Declarant an irrevocable Power of Attorney coupled with an interest to effectuate, execute, acknowledge and deliver any such amendments; and each such Unit Owner and Mortgagee shall be deemed to have agreed and covenanted to execute such further instruments, if any, as may be required by the Declarant to properly accomplish such amendments.

(d) Status Prior to Expansion. During the interval of time between the filing of this Declaration and the construction of the additional Units, the expenses, taxes and any other burdens of ownership of the Land proposed for annexation shall be at the sole expense of the Declarant. Any necessary amendments to this Declaration and the Condominium Plats and Plans under this Section shall be at the sole expense of the Declarant.

(e) Effect of Expansion. Upon the annexation of the Land into the Property of **ORR-MIDDLE CREEK CONDOMINIUM, Schedule "A"** shall be amended to describe all of the Land thereafter and then contained within ORR-MIDDLE CREEK Condominium. The legal description of the ORR-MIDDLE CREEK Condominium in its entirety, as it is expected to exist upon completion of expansion, is set forth in **Schedule "E"** attached hereto and incorporated herein by reference.

(f) Percentage of Ownership in Common Elements. Until the additional Units are constructed upon the Property described in **Schedule "G"** and declared as part of the Condominium,

as hereinbefore provided, the respective percentages of ownership in the Common Elements for each Unit which shall be used for purposes of determining voting rights and the percentage share of each Unit for the expenses of and relating to the various rights in the Common Elements, irrespective of any market or sales value, is shown on **Schedule "B"** attached hereto.

(g) Changes in Percentage of Ownership in Common Elements, Voting Rights and Expenses or Profits. Notwithstanding the provisions of Section 6(f) of this Declaration, the proportionate undivided interest in the Common Elements by one (1) or more Unit Owners may be reduced, altered or changed by the recordation of an amendment to this Declaration duly executed by all Unit Owners, their agents or attorneys, affected by such changes pursuant to the provisions of Section 81-217 of the Act.

(h) Change in Percentage of Ownership in Common Elements, Voting Rights and Expenses by Expansion and Annexation, and Method of Implementing Any Such Change. Notwithstanding the provisions of Sections 6(f) and 6(g) of this Declaration, upon annexation of land into ORR-MIDDLE CREEK Condominium as provided for in this Section, the Percentage Interest of each Unit Owner in the Common Elements and the voting rights provided for in the Act and the Bylaws shall be reallocated as provided for and authorized in this Section and in accordance with the formula listed upon **Schedule "C"** attached hereto. Upon completion of construction of the Units and upon annexation of the Land, Units and Common Elements into this condominium as provided for in this Section, evidence of which shall be the issuance of a certificate of occupancy from Sussex County, all Units shall be liable for the Condominium charge assessed against like Units in the existing condominium, whether said Units have been sold by the Declarant or remain unsold. At the time of completion of construction of the additional Units upon the Land described in **Schedule "E"**, the Declarant shall promptly file an **Amended Schedule "A"** and an **Amended Schedule "B"** in accordance with the formula contained in **Schedule "C"** and shall, as needed, amend this Declaration and the Condominium Plats and Plans of record in the Office of the Recorder of Deeds, in and for Sussex County, Delaware, as provided for herein.

7. Units. As of this date hereof, the Condominium known as ORR-MIDDLE CREEK Condominium, consists of _____ (__) Units. The Unit number designations and the Percentage Interests of each Unit in the Common Elements and the share of each Unit in the Common Expenses are listed on **Schedule "B"** hereto attached. The location of said Units is substantially delineated on the Condominium Plats and Plans which are of record in the Office of the Recorder of Deeds, aforesaid. The remaining proposed Units are provided for in Section 6 of this Declaration.

There is currently _____ (__) Unit types(s) planned for the Condominium. The Units contain townhome style homes that are constructed in groups of between _____ (__) and _____ (__), sharing common party walls in a townhome configuration. The anticipated typical elevations of the Units are depicted on **Schedule "H"** attached hereto. The Declarant reserves the right to make changes to Units not yet annexed into the Condominium, including the amount of finished floor area, the exterior elevations, and nature of exterior and interior finishes, to respond to market conditions in the course of the orderly build out of the Condominium.

Each Unit (which Unit shall also include the garage, if any, that is a part of such Unit, as such garage is more particularly depicted and described on the Condominium Plats and Plans) consists

of the entire dwelling located within the Unit boundaries as depicted on the Condominium Plats and Plans, including, but not limited to, the ground below the Unit and the air above the Unit, the elevations of which are depicted on the Condominium Plats and Plans, including the windows and doors serving each Unit. Included as part of each such Unit are the following:

(a) All structural and non-structural load and non-load bearing walls or partitions of the dwelling located within such Unit;

(b) All utilities and utility lines located within or without such Unit but solely serving such Unit, including but not limited to electric service, gas, water and sewer lines and service, telephone lines, media lines, and irrigation lines; and

(c) All heating, ventilation and air conditioning equipment and related components whether located within or without the Unit and solely serving such Unit; and

(d) All stoves, refrigerators, microwaves, garbage disposals, hot water heaters, ceiling fans, washers, dryers, sinks, baths, and all plumbing pipes, services and fixtures, and any other equipment, appliances or other components located within or without such Unit, but solely serving such Unit; and

(e) Any garages, carports, or other such appurtenances that are located outside the building, but within the area defined as the Unit on the Condominium Plats and Plans, and servicing solely such Unit; and

(f) Any porches, including screened porches, balconies, terraces, patios, outside showers or other similar appurtenances which serve solely such Unit; and

(g) Any sidewalks, leadwalks, stairs, or similar appurtenances located within the area defined as the Unit on the Condominium Plats and Plans which service solely such Unit; and

(h) INTENTIONALLY DELETED; and

(i) The foundation of the dwelling located within the Unit; and

(j) The ground below the Unit extending to the core of the earth, as more particularly depicted and described on the Condominium Plats and Plans, and the air above the Unit extending up to the heavens, as more particularly depicted and described on the Condominium Plats and Plans; and

(k) The percentage of undivided interest in the Common Elements specified in **Schedule "B"**

8. Common Elements; Limited Common Elements.

(a) Common Elements means and includes the definition thereof as set forth in Section 81-103(6) of the Act, as defined in this Declaration and as shown on the Condominium Plats and Plans. Common Elements consists of both General Common Elements, if any, and Limited Common Elements, if any, as defined herein, but expressly excludes Units. Common Elements includes, but is not limited to, all Land, and all air space above the surface of the Land (but excluding air space enclosed within the title lines of any Unit), together with all improvements and structures,

subject to any public utility easements of record now or in the future for sanitary and storm sewer use, water lines, electric, gas, telephone and cable television, transmission lines, sewage lift stations or other similar necessary or desirable utility functions or which are appurtenant to the Land; the entire structure of the building including exterior walls and roof, exterior surfaces, the foundation, and all other portions of the building and appurtenances thereto (but expressly excluding all portions of the Unit); excepting however, the Land composing the Expansion Area until such Land is annexed by the recording of a supplemental Declaration.

(b) General Common Elements include the following, to the extent such are located on the Property or an Expansion Area to be annexed into the Condominium in the future.

1. The sanitary sewage facilities and water pipes up to the collectors for the individual Units.

2. All lighting fixtures and equipment and wiring installed to illuminate any of the Common Elements.

3. All central services and utilities which serve as the main distribution lines.

4. All apparatus and installations existing for common use.

5. All portions of the stormwater management system including without limitation underground storage areas.

6. All open space, green space, and other elements necessary or convenient to the existence, operation, maintenance and safety of the Condominium or normally used in common use shall be a Common Element.

(c) Limited Common Elements include any Common Elements identified on the Condominium Plats and Plans as Limited Common Elements and any Common Elements that are otherwise reasonably intended for the use by the Owner or occupant of a specific Unit or Units (i.e., one (1) or more but less than all of the Units), including, by way of example and not limitation, the following:

1. Any storage area solely serving a Unit;

2. Driveway solely serving a Unit;

3. Any lamppost, mailbox or other betterment appurtenant to a Unit, located outside the Unit boundaries but serving only such Unit;

4. Any common party wall providing fire separation between Units and located on a common Lot Line.

5. Any other Common Element intended for use by the Owner or occupant of a specific Unit or Units or otherwise dedicated to the use of one (1) or more but less than all of the Unit Owners.

9. Use of Units. Each Unit, the Limited Common Elements, and the General Common

Elements shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designated. Each Unit shall be used only for residential purposes and shall be occupied only by as many persons as do not unduly burden the Unit, Limited Common Elements, or General Common Elements; provided however, pursuant to Section 81-215 of the Act, that Declarant shall be entitled to use a Unit or Units as "models" or "samples" for the purpose of selling or renting Units in the Condominium; and construction trailers, equipment and vehicles, and other temporary structures, equipment, vehicles and improvements associated with the development and construction of the ORR-MIDDLE CREEK Condominium upon the Property for a period commencing on the date of recordation of the Declaration and ending on the first to occur of (i) twenty-five (25) years from the date of recordation of this Declaration, or (ii) the date the last Unit has been conveyed by the Declarant. Any Unit or any number of Units owned by Declarant may be used by the Declarant as models or as a sales office and such models or sales office may be relocated to any other Unit from time to time at the Declarant's discretion. Similarly, the Declarant may use any part of the Common Elements, in whatever size or location is deemed necessary by the Declarant in its sole discretion, for its sales office for the period of time described herein and the Declarant may relocate such sales office anywhere on the Property from time to time in the Declarant's sole discretion, during the time period provided herein.

(b) Nothing shall be done or kept in any Unit or in the Limited Common Elements or General Common Elements which will increase the rate of insurance for the Property or the contents thereof applicable for residential use without the prior written consent of the Council. No Unit Owner shall permit anything to be done or kept in, on or to his Unit or the Limited Common Elements or General Common Elements which will result in the cancellation of insurance on the Property or the contents thereof or which would be in violation of any law.

(c) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be observed and complied with by and at the sole expense of the Unit Owner or the Council, whichever shall have the obligation to maintain or repair such portion of the Property.

(d) Nothing shall be done in any Unit or in, on or to the Limited Common Elements or General Common Elements which will impair the structural integrity of the Property or which would structurally change any Unit or improvements thereon, except as is otherwise provided in the Bylaws or this Declaration.

(e) Except for residential use permitted by paragraph (a) of this Section, no industry, business, trade, occupation, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Property.

(f) <u>For Sale and For Rent Signs</u>. Subject to the terms contained in this Subsection, commencing on the date of recordation of this Declaration and continuing until the earlier of (i) two (2) years from the date of the first sale of a Unit by the Declarant or (ii) until seventy-five percent (75%) of the Units have been sold (the "For Sale Sign Period"), no Unit Owner (expressly excepting the Declarant) shall display any "For Sale" signs on any part of its Unit or the Common Elements. Commencing on the expiration of the For Sale Sign Period, any Unit Owner, pursuant to the provisions of Section 81-320(c) of the Act, shall have the right to display a "For Sale" sign measuring up to

twelve inches (12") by eighteen inches (18") on the front lawn of such Unit Owner's Unit. Such "For Sale" sign shall otherwise conform to the rules and regulations of the Condominium. No "For Rent" signs or other window displays or advertising may be maintained or permitted on any part of the Property or in any Unit therein without the prior written consent of the Council. Notwithstanding the foregoing limitations, the right is reserved by the Declarant or its agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units or at suitable places in the Limited Common Elements or General Common Elements, and the right is hereby given to any mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such mortgagee.

(g) American and State Flags. Any Unit Owner pursuant to the provisions of Section 81-320(c) of the Act shall have the right to display the flag of the United States of America or the State of Delaware, measuring up to three feet (3') by five feet (5'), on a pole of reasonable length attached to the exterior wall of the Unit.

(h) Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Council.

(i) The Common Elements shall be used only for landscaping and parking and for the furnishing of services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

(j) All parts of the Unit or Limited Common Elements which are exposed to the elements, including by way of illustration and not limitation, the windows, doors, siding, framing and decks, shall not be changed nor shall the appearance of such be changed without obtaining the prior written approval of the Council. A Unit Owner shall not change the exterior appearance of the Unit or any General Common Elements or any Limited Common Elements in any manner including, but not limited to, painting, staining or otherwise altering, in any manner or fashion, the existing color therefore, adding fixtures thereto, or otherwise, without obtaining the prior written approval of the Council.

(k) No Unit Owner shall use or permit to be brought into the Unit any inflammable oils or fluids such as gasoline, kerosene, or benzene, or other explosives or articles deemed extra hazardous to life, limb or property.

(l) Any damage to the Common Elements or equipment of the Council caused by any Unit Owner, family member, guest or invitee shall be repaired or replaced at the expense of such Unit Owner.

(m) Each Unit Owner shall be held responsible for the actions of his family members, tenants, invitees and guests.

(n) The Common Elements are solely for the use of the Unit Owners, their family members and invited guests. The use of the Common Elements shall be at the risk of those involved and not, in any event, at the risk of the Declarant, Council, Condominium or the Unit Owners.

10. Decoration and Fixturing of Interior Surfaces of Walls and Ceilings. Each Unit Owner shall have the right, at any time and from time to time, to install, at his own cost and expense, such decorations, additions, fixtures and coverings (including without limitation painting, finishing,

wallpapering and carpeting) to the surfaces of walls and ceilings which face the interior of his Unit, provided that same do not impair the structural integrity of the Unit.

11. Members of the Council. The names of the first members of the Council, to serve until their successors are chosen and qualified pursuant to the Bylaws, are:

_____
_____
_____

12. Encroachments. If any portion of the Common Elements or Limited Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the General Common Elements or Limited Common Elements, as a result of the construction of any Unit, or if any such encroachment shall occur after the recording of this Declaration as a result of settling or shifting of any Unit, a valid easement for such encroachment and for the maintenance of the same shall exist so long as such Unit shall stand. In the event any Unit, any adjoining Unit, or any adjoining Limited Common Elements or General Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, encroachments of parts of the General Common Elements or Limited Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the General Common Elements or Limited Common Elements due to such rebuilding shall be permitted, and valid easements for such encroachments and for the maintenance of the same shall exist so long as such reconstructed Unit shall stand.

13. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, Irrigation Systems and Other Common Elements Located Inside of Units; Support. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, ducts, cables, wires, conduits, public utility lines, irrigation systems and other Common Elements which may be located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use pipes, ducts, cables, wires, conduits, public utility lines, irrigation systems and other Common Elements serving such other Units and located in such Unit. The Council or its designated representatives shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained thereon or elsewhere in the Units. The grant of easement applies to Common Elements including Limited Common Elements which may exist within any Unit. Every portion of a Unit which contributes to the structural support of any other Unit or any Common Element shall be burdened with a perpetual and non-exclusive easement of structural support for the benefit of any such Unit or Common Element.

14. Units Subject to Easement for Ingress and Egress Through Common Elements. Each Unit Owner shall have an easement in common with the owners of all other Units for ingress and egress through all Common Elements, but subject to other provisions of this Declaration, the Bylaws and such other Rules and Regulations as Council may from time to time adopt. Each Unit shall be subject to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to same.

15. Units Subject to Construction Easements in Common Elements. Each Unit shall be

subject to an easement of ingress and egress to permit access to all Common Elements, and an easement for construction of all improvements to be built on the Common Elements as outlined on the Condominium Plats and Plans and for completion of the Units, by all construction personnel, personnel of Declarant and their employees, agents and invitees and all necessary equipment in connection therewith. Such easements shall allow Declarant and their employees, agents and invitees to utilize Common Elements for marketing activities, including signage and parking, associated with the sale of Units to the public. Any such easements granted hereunder to the benefit of Declarant and their employees, agents and invitees shall automatically extinguish upon the completion of construction of all Units or the release of all governmental security related to the development of the Condominium, whichever shall later occur.

16. Units Subject to Declaration; Bylaws; Rules and Regulations. All present and future Unit Owners, lessees, mortgagees, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Bylaws for the Condominium, and the Rules and Regulations for the Condominium, as they may be amended from time to time. The acceptance of a deed of conveyance or other transfer document or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws for the Condominium, and the Rules and Regulations for the Condominium, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be enforceable equitable servitudes and covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited at length in each and every such document.

17. Maintenance and Repair by the Association and by the Unit Owners. The Association shall have an easement in, over, under, through or across the Property for the inspection, operation, maintenance, repair, improvement or replacement of the Common Elements. The Association shall have an irrevocable right and an easement to enter the Units to make repairs to the Units (excluding the interior of the dwelling within the Unit) when the repairs appear reasonably necessary to prevent damage to the Common Elements or another Unit or to take any other action with regard to the Unit to the extent required by the Condominium Documents or the Act, including to paint and maintain the exteriors of the dwellings within the Units if such maintenance service is provided for in the Condominium budget. Such easement on the part of the Association to enter the Units (excluding the interior of the dwelling within the Unit) to make repairs shall include the performance of preventive maintenance to the Unit that the Council, in its discretion, deems reasonable and necessary to prevent damage to the Common Elements or other Units in the Condominium or, upon reasonable prior notice, to abate a violation of the Condominium Documents. Any exercise of the rights of access pursuant to this Section, except the right of access for the purpose of performing maintenance and repairs to Common Elements or to the exterior of Units as provided for in the Association's adopted annual operating and reserve budgets, shall be made after a prior request for entry is made and, if requested by the Unit Owner, in the company of a representative of such Unit Owner. In all events, any such entry shall be exercised in a reasonable manner so as to minimize inconvenience or disruption to the Unit Owner. Notwithstanding, in the case of an emergency, such right of entry shall be immediate, whether or not a representative of the Unit Owner is present or a prior request was made.

18. Characteristics of Easements. Except as otherwise provided in this Declaration, all easements created by this Declaration are appurtenant to and run with the Property, are non-exclusive, perpetual, free of charge, and may be used by the agents, employees, tenants, licensees,

contractors, and invitees of the Declarant, the Association and the Council (the "Benefitted Parties"), regardless of whether or not the Benefitted Parties are explicitly identified as beneficiaries of said easements.

19. Unit Ownership and Ownership of Common Elements. Each Unit Owner shall own his Unit and the Percentage Interest of such Unit in the Common Elements, including the Land.

20. Amendment of Declaration. This Declaration, except as otherwise herein provided, may be amended by the vote of a majority of the Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws; provided, however, that amendments of a material nature, as defined in Article XIII, Section 13.4 of the Bylaws, shall be approved by the vote of at least sixty-seven percent (67%) of the Unit Owners. Furthermore, any proposed amendment of a material nature shall have been approved in writing by the Eligible Mortgagees holding mortgages constituting first liens of at least fifty-one percent (51%) of the Units subject to mortgages. No such amendment shall be effective until duly Recorded; provided, however, except as otherwise herein provided, the Percentage Interest shall not be changed except by unanimous consent of all of the Unit Owners affected thereby and the consent of at least fifty-one (51%) of the Eligible Mortgagees, which change shall be evidenced by an appropriate amendatory declaration to such effect, duly Recorded. Consent by Eligible Mortgagees shall be deemed received when an Eligible Mortgagee fails to submit a response to any written proposal sent by certified mail, return receipt requested, within sixty (60) days following its receipt of said proposal. No amendment to this Declaration during the Declarant Control Period may remove, revoke or modify any right, reservation or privilege of the Declarant without the prior written consent of the Declarant.

Notwithstanding the foregoing provisions for the amendment of the Declaration, the Declarant shall have an irrevocable power of attorney coupled with an interest for the purpose of amending the Declaration and **Schedules "A" and "B"** attached thereto and the Condominium Plats and Plans under the reservation and powers given unto the Declarant in Sections 5 and 6 of this Declaration for the purposes stated in Section 5 and in strict accordance with the procedures specified in Sections 5 and 6 of the Declaration. The provisions for the annexation of Land and improvements into ORR-MIDDLE CREEK Condominium and all other provisions of Sections 5 and 6 of this Declaration are incorporated into this Section by reference as though each and every statement contained in Sections 5 and 6 were fully set forth herein.

21. No Revocation or Partition. The Common Elements shall remain undivided and no Unit Owner or any other person shall bring any action for partition or division thereof, except in the event of substantial destruction as provided in the Bylaws and the Act. Except in the event of substantial destruction as provided in the Bylaws, the dedication of the Property under the Act shall not be waived or revoked unless all of the Unit Owners and the Eligible Mortgagees of all of the mortgages covering the Units and all other lienholders unanimously agree to such revocation or waiver. The Percentage Interests shall not be separated from the Unit to which they appertain and shall be deemed conveyed, leased or encumbered with the Unit though the interest is not expressly mentioned or described in the conveyance or other instrument.

22. Consequences of Eminent Domain. In the event that all or any portion of the Condominium project is threatened by exercise of the power of eminent domain, or becomes the subject of condemnation proceedings, each Unit Owner whose Unit, exclusive of his undivided interest in the Common Elements, is directly threatened shall have the right to demand and receive compensation for his Unit, including his interest in the Common Elements. No Unit Owner whose interest in only the Common Elements is threatened shall have a similar right, but the

Council alone with respect to such Common Elements shall demand and receive compensation, which shall be allocated to the respective Unit Owners according to their undivided interest in the Common Elements.

23. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or effect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

24. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

25. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

26. Successors and Assigns. Whenever **RH ORR, LLC,** a Delaware Limited Liability Company, is used, such reference shall also refer to its successors and assigns.

27. Special Disclosure/Notice to Purchasers. Each Unit Owner will be responsible for the maintenance, operation and repair of substantially all of his or her own Unit elements, as well as the Limited Common Elements appurtenant thereto. **The Association assumes responsibility for maintenance, repair and/or replacement of only those portions of Units and Limited Common Elements that are specifically provided for in the Association's adopted annual operating and reserve budgets. Any representation or promise, either express or implied, made by any sales agent, realtor, builder or other person/entity associated with the ORR-MIDDLE CREEK Condominium project to the contrary is made without authority and is made in contravention of this Declaration.**

28. Reserve Funds. In addition to any contingency reserve fund that the Council deems to be necessary, the Association shall, to whatever extent that is required by the Act, maintain a fully funded repair and replacement reserve for the General Common Elements based on a current reserve study. The term "reserve study" shall be defined as set forth in Section 81-103 (40) of the Act. The term "repair and replacement reserve" shall be defined as set forth in Section 81-103 (39) of the Act. The term "fully fund" shall mean a method adopted by Council that is generally accepted among professionals as a basis for determining the periodic deposit to reserves required to make major repairs to or replace the General Common Elements.

29. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration or the intent of any provision thereof.

30. Assessments and Taxes. Each Unit and its Proportionate Interest in the Common Elements shall be assessed and taxed for all purposes as a separate parcel of real estate in accordance with the Act and any such real estate taxes and assessments applicable to each such Unit shall be the sole responsibility of such Unit Owner.

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31. Declarant's Rights. The following rights have been reserved by the Declarant with regard to the Property. Such rights apply to all of the Property, specifically including, but not limited to, the Expansion Area and the Declarant makes no assurances as to the order in which the Declarant's rights may be exercised as to any of the Property and if any of the Declarant's rights are exercised as to any portion of the Property, Declarant makes no assurances as to whether such rights will be exercised as to the remainder or any other portion of the Property.

(a) Declarant's Power of Attorney.

(1) Declarant hereby reserves for itself, its successors, transferees and assigns, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees and other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to this Declaration, the Bylaws or the Condominium Plats and Plans and which may be so required by or for compliance with requirements of FNMA, FHA, VA, the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA"), or by any governmental or quasi- governmental agency or authority having regulatory jurisdiction over the Condominium, any contract purchaser, institutional lender or title insurance company designated by the Declarant, or as may be required to comply with the Fair Housing Amendments Act of 1988, as amended from time to time, to comply with the 30 Del. C. (Housing Code), Section 40-45, the Act, or to comply with other Applicable Law.

(2) By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, Unit Owner, mortgagee or other lienholder, or party having a legal or equitable interest in the Condominium 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 such agreement, document, amendment, supplement and other instrument(s) to effect the foregoing subject to the limitations set forth in this Section.

(3) No such agreement, document, amendment, supplement or other instrument which adversely affects the value or substantially alters the floor plan of a Unit or changes the Percentage Interest appurtenant to such Unit, or substantially increases the financial obligations of the Unit Owner, or reserves any additional or special privileges for the Declarant not previously reserved, shall be made without prior written consent of the affected Unit Owner(s) and their mortgagee(s). Any such agreement, document amendment, supplement or instrument which adversely affects the priority or validity of any mortgage shall not be made without the prior written consent of the mortgagee.

(4) 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 Units and be binding upon the heirs, personal

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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 from the date this Declaration is recorded until the end of the Declarant Control Period.

(b) As provided in greater detail in Sections 4, 5, 6 and 20, among others, of this Declaration and for the periods stated therein, Declarant reserves the right to expand the Condominium and further reserves the right to amend this Declaration and to modify Percentage Interest appurtenant to the Units to accommodate the expansion and reserves necessary easements to accomplish the expansion and easement rights for the Expansion Area.

(c) As provided in greater detail in Section 9 of this Declaration and for the periods stated therein, Declarant reserves the right to use the Units and Common Elements of the Condominium to maintain sales models and samples and construction and sales trailers and other equipment and temporary structures related to the development, construction and sale of the Condominium.

(d) As provided in greater detail in Section 9 of this Declaration, Declarant has reserved particular rights to maintain for sale and for rent signs on the Property as the Declarant may determine in its sole discretion.

(e) As provided in Section 11 and as further detailed in the Bylaws, the Declarant has retained the right to appoint the initial members of the Council and to retain seats on the Council for such periods as provided in the Bylaws.

(f) Other rights retained by the Declarant include the right to complete improvements indicated on any and all plats and plans filed with this Declaration; the right to alter the improvements in Declarant's sole discretion, including in response to market conditions and demand (**all representations and warranties regarding the size, type, style and appearance of all such improvements being expressly disclaimed hereby**); the right to use easements through the Common Elements and Units for the purpose of making improvements within the ORR-MIDDLE CREEK Condominium or which may be added to the Condominium; the right to merge or consolidate the Condominium with another Condominium of the same form of ownership; the right to attend meetings of the Unit Owners and the Council, including executive sessions; and the right to have access to the records of the Association to the same extent as any Unit Owner.

In the event any of the foregoing rights are addressed elsewhere in this Declaration, the Bylaws, or Rules and Regulations for the ORR-MIDDLE CREEK Condominium (collectively "Other Documents"), the foregoing provisions shall be read as complementary to any such other provisions contained in the Other Documents and not in conflict therewith whenever and wherever possible. All of the foregoing rights reserved for the Declarant shall exist until December 31, 2038, unless otherwise stated in any of the Other Documents or the Act, or unless the Declarant shall voluntarily abandon and waive such right at an earlier time as the Declarant deems appropriate in its sole discretion.

32. Unit Owner Responsibilities Regarding Resales. In addition to the rights and responsibilities in this Declaration, it shall be the responsibility of the Unit Owner or his/her agent to notify the Association of resale of any Unit and the new Unit Owner's name and address. The Unit Owner is responsible, at such Unit Owner's cost, for providing all Condominium Documents as any or all have been amended from time to time, and a resale certificate to the new Unit Owner/prospective purchaser as required by Section 81-409 of the Act, as amended. The Association shall timely provide a requesting Unit Owner a resale certificate to the extent and subject to any requirements as provided by Section 81-409 of the Act, as amended.

33. Rules and Regulations. Rules and Regulations, not in conflict with the provisions of this Declaration, the Bylaws or the Act, all as amended from time to time, concerning the use and enjoyment of the Property, may be promulgated and amended from time to time by the Declarant or Council in accordance with the Act and the Bylaws, as the same may be amended from time to time. Copies of the Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners promptly after adoption of such Rules and Regulations or amendments. The Rules and Regulations shall have the same binding effect on all Unit Owners as this Declaration or the Bylaws.

34. Managing Agent. As more particularly set forth in the Bylaws, the Council may employ one or more professional Managing Agents to oversee the operation of the Condominium in accordance with the Condominium Documents. The Managing Agent(s), if employed by the Council, shall be entitled to receive a reasonable fee (which shall constitute a Common Expense), as determined by the Council.

35. Construction and Enforcement. The provisions of the Condominium Documents shall be liberally construed to achieve the purpose of creating a uniform plan for the operation of the Property as a Condominium. The Condominium Documents are intended to comply with the applicable provisions of the Act and shall be so interpreted and applied. The Association, the Council, and any Unit Owner shall have the right, subject to the requirements of this Declaration and the Bylaws, to enforce the Condominium Documents by any proceeding at law or in equity against any person or persons violating any of the same, either to restrain or enjoin violation or to recover damages, or both, and against any Unit to enforce any lien created by the Condominium Documents. The failure or forbearance to enforce any provision of the Condominium Documents shall in no event be deemed a waiver of the right to do so thereafter.

(a) There is a conclusive presumption that any violation or breach or any attempted violation or breach of any of the provisions of the Condominium Documents cannot be adequately remedied solely by action at law or exclusively by recovery of damages and may be remedied by injunctive or other equitable relief.

(b) In the event of any inconsistency between the provisions of this Declaration and the provisions of the Bylaws or the Rules and Regulations, the provisions of this Declaration shall control. In the event of any inconsistency between the provisions of the Bylaws and the provisions of the Rules and Regulations, the provisions of the Bylaws shall control.

(c) The word "include" and similar terms such as "included" and "including" used in the Condominium Documents are terms of enlargement and shall not imply any restriction or limitation unless the context clearly otherwise requires.

36. Limited Warranty. Declarant makes no warranties, express or implied, for any matters whatsoever, other than what is contained in this Declaration. Any warranties related to the sales, marketing and construction of the Units are limited to the warranties provided herein. Each original Purchaser of a Unit will be given a Limited Warranty applicable to the Unit and the Common Elements to the extent required by the Act. A sample form of such Limited Warranty is attached hereto as **Schedule "I".** As provided in the Limited Warranty, no other warranties of any type, express or implied, shall be applicable to the Condominium Common Elements or Units. Any and all claims that may be pursued by the Association, the Council or the Unit Owners with regard to such warranties must comply with the procedures outlined in Section 81-321 of the Act, as amended, and shall provide the requisite notice within the applicable warranty period and shall provide an opportunity to repair or remedy any conditions asserted in the notice.

37. Extraordinary Actions. Although the Council shall generally have broad powers to regulate, govern and manage the Condominium, the power to approve Extraordinary Action (as defined below) shall remain vested in the Association. Any provision of this Declaration or the Bylaws to the contrary notwithstanding, the Council shall not be authorized to pursue Extraordinary Actions without the affirmative vote of the Unit Owners representing not less than sixty-seven percent (67%) of all Unit Owners in the Condominium either by written consent or by voting in person or by proxy at any duly convened meeting of the Association. As used herein, the term "Extraordinary Actions" shall mean any and all actions taken by or on behalf of the Association which would reasonably require the expenditure of funds in excess of twenty-five Thousand Dollars ($25,000.00) in the aggregate during any fiscal year of the Association except in the event of a bona fide emergency. However, Extraordinary Actions shall not be deemed to include actions by the Council in connection with the normal care, upkeep, repair, maintenance or replacement of any of the existing Common Elements, including the establishment and utilization of reserves for the repair or replacement of existing Common Elements or other authorized expenditures disclosed in the annual budget for operating and reserves.

38. Legal Proceedings. Notwithstanding any other provision contained in this Declaration or the Condominium Documents, the Council shall provide written notice to all Unit Owners of any Legal Proceedings filed by the Association or filed against the Association. As used herein, the term "Legal Proceedings" shall mean all legal actions filed in court, arbitration or other legal form, other than actions against or by a Unit Owner for collection of unpaid assessments or for enforcement of the Condominium Documents and shall include actions against all third parties including the Declarant.

[THIS SPACE INTENTIONALLY LEFT BLANK]

DRAFT

IN WITNESS WHEREOF, the said Declarant caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed the day and year aforesaid.

WITNESS:

RH ORR, LLC,
a Delaware Limited Liability Company

By: _____
Name: _____
Title: _____

STATE OF DELAWARE

COUNTY OF SUSSEX

I HEREBY CERTIFY that on the____ day of _____, 2014, before the subscriber, a Notary Public in and for the above jurisdiction, personally appeared _____, known to me (or satisfactorily proven) to be the _____ of **RH ORR, LLC**, a Delaware Limited Liability Company, and that such person, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public: _____
My Commission Expires: _____

[NOTARIAL SEAL]

DRAFT

SCHEDULE "A"

ORR-MIDDLE CREEK CONDOMINIUM

Legal Description of First Condominium Units and Land as on Condominium Plats and Plans

[TO BE INSERTED]

DRAFT

SCHEDULE "B"

ORR-MIDDLE CREEK CONDOMINIUM

The following represents the respective percentages of ownership in the Common Elements for each Unit which shall be utilized for purposes of determining voting rights and the percentage share of each Unit for the expenses of and relating to the various rights in the Common Elements, irrespective of any market or sales value:

Unit	Percentage
Total	100.000%

DRAFT

SCHEDULE "C"

ORR-MIDDLE CREEK CONDOMINIUM

ORR-MIDDLE CREEK CONDOMINIUM is an expandable condominium which will consist of up to _____ (__) individual Units. As each Unit is built and completed, it will be added to the Condominium regime of ORR-MIDDLE CREEK Condominium as provided for in the Declaration and Bylaws. As each Unit is added to the Condominium, each Unit Owner's percentage of ownership in the Common Elements and the share of each Unit in the Common Expenses will be decreased proportionately in relation to the new additional Units being added. Each Unit shall have an equal Percentage Interest in the ownership in Common Elements and Common Expenses so that, as any new Unit is added, the total, 100%, shall be divided by the new total number of individual Units to calculate the new individual percentage ownership and responsibility. Whenever the individual percentages, when totaled, do not equal 100%, the necessary proportionate number necessary to equal 100% shall be allocated first to Unit __, then to Unit __, and in consecutive order until the total of all Units shall equal 100%.

DRAFT

SCHEDULE"D"

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this _____day of _____, A.D. 20__, is reserved unto **RH ORR, LLC**, a Delaware Limited Liability Company, of _____, its successors and assigns ("Grantor").

RECITALS

WHEREAS, Grantor is the owner of certain real property located in the Baltimore Hundred, Sussex County, Delaware, commonly known as ORR-MIDDLE CREEK Condominium, a condominium, which property is more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, said property is to be submitted by Grantor to a plan of condominium ownership under the Delaware Uniform Common Interest Ownership Act by Declaration to be filed of record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, immediately after the filing of this Deed of Easement; and

WHEREAS, Grantor will offer condominium Units for sale to the public under an expandable condominium regime known as ORR-MIDDLE CREEK Condominium; and

WHEREAS, there are presently _____ (__) Units erected upon the property, which will constitute the Condominium as provided for in the Declaration and designated and numbered on **Schedules "A" and "B"** of the Declaration, and further as delineated and numbered on the Condominium Plats and Plans of the said ORR-MIDDLE CREEK Condominium, which will be filed for record in the Office of the Recorder of Deeds, aforesaid, immediately after the filing of this Deed of Easement; and

WHEREAS, Grantor proposes to build up to a total of _____ (__) individual Units, as more particularly explained and described in the Declaration and **Schedule "E"** attached thereto; and

WHEREAS, Grantor intends to and has retained ownership of the Land upon which the additional Units, designated upon the Condominium Plats and Plans and **Schedule "E"** of the Declaration, are to be constructed; and

WHEREAS, the Declaration, in Sections 4, 5 and 6, reserves to the Grantor the right by and unto itself to make minor changes in the location of the proposed Units to be constructed upon the land in order to improve views to and from the Units, improve parking areas and harmonize the property to the sewer and water service distribution plan; and

WHEREAS, it is intended that the Common Elements be subject to this easement in order to facilitate the possible minor relocation of said Units,

DRAFT

T H E R E F 0 R E, for and in consideration of the matters hereinabove set forth:

Grantor does hereby reserve unto itself a perpetual easement to construct up to a total of _____ (__) individual Units, as delineated upon the Condominium Plats and Plans, and all of the necessary parking lots, walks and other appurtenances requisite to service some or all of the Units which are or will be constructed upon the Property known as **ORR-MIDDLE CREEK CONDOMINIUM** and to provide for the necessary ingress and egress to said Units.

TERMS

(1) The square and cubic footage of the Common Elements used by the Grantor to accomplish the purpose of this Easement shall not diminish the square and cubic footage of the Common Elements as delineated upon the Condominium Plats and Plans.

(2) In the event of any minor relocation, as aforesaid, utilizing this easement, the fee simple interest of the Grantor in the Land underlying the Unit, so designated in **Schedule "A"** of the Declaration, shall become part of the Common Elements of ORR-MIDDLE CREEK Condominium, if any or if all of said Unit is relocated and constructed upon this easement so that the fee simple interest of the Grantor will diminish in exact proportion to the square and cubic footage utilized under this easement.

(3) This reservation of easement shall be perpetual during the continued existence of ORR-MIDDLE CREEK Condominium.

(4) This reservation of easement shall run with the Land and shall be binding upon each owner and mortgagee of a Unit in the Condominium, and shall be deemed to have granted unto the said Grantor, its successors and assigns, an irrevocable power of attorney coupled with an interest to effectuate, execute, acknowledge and deliver any such amendment; and each such Unit Owner and mortgagee shall be deemed to have agreed and covenanted to execute such further instruments, if any, as may be required by the Grantor, its successors or assigns, to properly accomplish the purposes of this easement.

DRAFT

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its proper members the day and year aforesaid.

WITNESS:

RH ORR, LLC,
a Delaware Limited Liability Company

By: _____
Name: _____
Title: _____

STATE OF _____ *
* to wit:
COUNTY OF _____

I HEREBY CERTIFY that on the _____ day of _____, 20__, before the subscriber, a Notary Public in and for the above jurisdiction, personally appeared _____, know to me (or satisfactorily proven) to be the _____ of **RH ORR, LLC**, a Delaware Limited Liability Company, and that such person, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

_____
Notary Public
My Commission Expires: _____

[NOTARIAL SEAL]

DRAFT

EXHIBIT A TO SCHEDULE D

ORR-MIDDLE CREEK CONDOMINIUM

Legal Description of First Condominium Units and Land as on Condominium Plats and Plans

[TO BE INSERTED]

DRAFT

SCHEDULE "E"

ORR-MIDDLE CREEK LEGAL DESCRIPTION OF TOTAL CONDOMINIUM PROJECT

[TO BE INSERTED]

DRAFT

SCHEDULE "F"

Tax Map & Parcel Nos. _____ (Including All Units)
Prepared By and Return to:
K. William Scott, Esq.
Scott and Shuman, P.A.
33292 Coastal Highway, Suite 3
Bethany Beach, Delaware 19930

SAMPLE FORM

IRREVOCABLE POWER OF ATTORNEY
COUPLED WITH AN INTEREST

KNOW ALL MEN BY THESE PRESENTS, that we, _____ owners of Unit _____, **ORR-MIDDLE CREEK CONDOMINIUM**, hereby make constitute and appoint **RH ORR, LLC**, a Limited Liability Company of the State of Delaware, hereinafter referred to as the Declarant, and its successors and assigns, to be our true and lawful attorney, and in our name, place and stead and in our behalf, to do and execute all or any of the following acts, deeds and things, that is to say:

To execute, acknowledge, deliver and record any instruments as may be required to amend the Declaration and/or Condominium Plats and Plans of **ORR-MIDDLE CREEK CONDOMINIUM** for the purpose of constructing additional condominium Units and for the purpose of reallocation of the Percentage Interests of the Common Elements and for the purpose of reallocating voting rights appurtenant to each of the Condominium Units, construction of roads, installation of utilities, including telephone, cable television, sewer, water, electric, gas; all to be accomplished in accordance with the terms and conditions of the Declaration and Condominium Plats and Plans, recorded at the Office of the Recorder of Deeds, in and for Sussex County, Delaware, in Deed Book page ____, and Plot Book ____, page ____, respectively.

Without in any way detracting from the hereinabove authorized powers, we specifically request and authorize that our hereinabove designated true and lawful attorney be authorized and directed to take any and all such action which it deems necessary for the purpose of constructing additional condominium Units and for the purpose of reallocation of the Percentage Interests of the Common Elements by reduction of the Percentage Interest of the Common Elements for the purpose of reallocating voting rights appurtenant to each of the Condominium Units in **ORR-MIDDLE CREEK CONDOMINIUM.**

DRAFT

HEREBY giving unto my said attorney full power to do and perform every act whatsoever requisite or convenient to be done in the premises as fully to all intents and purposes as we could do if personally present and acting.

And we hereby, for ourselves, our heirs, executors, administrators and assigns, ratify and confirm and agree to ratify and confirm whatsoever our said 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 Unit _____ **ORR-MIDDLE CREEK CONDOMINIUM** until _____.

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

IN WITNESS WHEREOF, we have hereunto set our Hands and Seals, this _____ day of _____, A.D. 20__.

_____ _____ (SEAL)
Witness Sample

_____ _____ (SEAL)
Witness Sample

STATE OF DELAWARE
: ss.
COUNTY OF SUSSEX

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 their voluntary act and deed.

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

_____
NOTARY PUBLIC

_____
Date Commission Expires Notary Public (Please Type)

DRAFT

SCHEDULE "G"

ORR-MIDDLE CREEK

ILLUSTRATION OF EXPANSION AREA

[TO BE INSERTED AS SHOWN ON DECLARATION PLAN]

DRAFT

SCHEDULE "H"

ORR-MIDDLE CREEK CONDOMINIUM

ANTICIPATED ELEVATIONS OF TOWNHOME UNITS

[TO BE INSERTED]

DRAFT

SCHEDULE "I"

FORM OF LIMITED WARRANTY

Excerpt from PURCHASE AGREEMENT, **RH ORR, LLC**, a Delaware Limited Liability Company:

[TO BE INSERTED]

DRAFT

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

September 2, 2020

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

REF: **FRIENDSHIP HALL**
SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT
SUSSEX COUNTY TAX MAP NUMBERS 1-34-16.00-39.00 – CLASS-1
AGREEMENT NO. 1100

Dear Mr. Palkewicz:

The above referenced project was approved on August 17, 2020 and one (1) set of the 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

Chris Calio
Planning Technician

cc: Mr. Keith Bryan, w/2 enclosures
Public Works Field File, w/3 enclosures
Owner/Developer

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

JENNIFER COHAN
SECRETARY

June 23, 2020

Mr. Jason Palkewicz
Solutions IPEM
303 North Bedford Street
Georgetown, Delaware 19947

SUBJECT: Subdivision Plan Approval Letter
Orr Property
Tax Parcel # 134-16.00-39.00
SCR084-CENTRAL AVENUE
Baltimore Hundred, Sussex County

Dear Mr. Palkewicz:

The Department of Transportation has reviewed the Final Construction Plans dated October 21, 2019 (last revised May 20, 2020) for the referenced subdivision and determined that they are in general conformance with the Department's current regulations, specifications and standard details. By signing and sealing the plan set, the developer's engineer is responsible for accuracy of content. Any errors, omissions or required field changes will be the responsibility of the developer. This plan approval shall be valid for a period of **three (3) years**. If Notice To Proceed has not been issued by the South District Public Works office, then the plans must be updated to meet current requirements and resubmitted for review and approval.

This letter does not authorize the commencement of construction. The following items will be required prior to the pre-construction meeting.

1. A copy of the recorded Site Plan which is consistent with the DelDOT "No Objection to Recordation" stamped plan and all appropriate signatures, seals, plot book and page number.
2. Three (3) copies of approved construction plans.
3. Executed agreements (i.e. construction, signal, letter).
4. An itemized construction cost estimate (only for entrance improvements).
5. Security in the approved amount for street construction, a 150% security for the entrance improvements based upon an approved itemized construction cost estimate and W-9 form (if providing escrow).
6. A letter of source of materials, work schedule, list of subcontractors, emergency telephone numbers and names of contact persons.

Please contact the South District Public Works office (302) 853-1340 concerning any questions you may have relative to the aforementioned required items.

Sincerely,

Susanne K. Laws
Sussex County Review Coordinator
Development Coordination

cc: Richard Thometz, RH Orr, LLC
Jamie Whitehouse, Sussex County Planning and Zoning
Rusty Warrington, Sussex County Planning & Zoning
Jessica L. Watson, Sussex Conservation District
Gemez Norwood, South District Public Works Manager
James Argo, South District Project Reviewer
Robert Bragg, South District Subdivision Manager
Jerry Nagyiski, Safety Officer Supervisor
Chris Sylvester, Traffic Studies Manager
Jennifer Pinkerton, Chief Materials & Research Engineer
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
Jay Sammons, Entrance Permit Supervisor
Jared Kauffman, DTC Planner
James Kelley, JMT
Todd Sammons, Assistant Director
Kevin Hickman, Sussex County Reviewer

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

JENNIFER COHAN
SECRETARY

May 19, 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
Orr Property
Tax Parcel # 134-16.00-39.00
SCR084-CENTRAL AVENUE
Baltimore Hundred, Sussex County

Dear Mr. Whitehouse:

The Department of Transportation has reviewed the Site Plan, dated August 28, 2019 (last revised April 27, 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. 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: Richard Thometz, RH Orr, 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
Todd Sammons, Assistant Director
Kevin Hickman, Sussex County Reviewer

OFFICE OF THE STATE FIRE MARSHAL
Technical Services

22705 Park Avenue
Georgetown, DE 19947

SFMO PERMIT

Plan Review Number: 2020-04-203744-MJS-02
Status: Approved as Submitted

Tax Parcel Number: 134-16.00-39.00
Date: 07/21/2020

Project

Friendship Hall Townhomes

Friendship Hall

34365 Central Avenue
Frankford DE 19945

Scope of Project

Number of Stories:
Square Footage:
Construction Class:
Fire District: 84 - Millville Volunteer Fire Co

Occupant Load Inside:
Occupancy Code: 9602

Applicant

Rich Thometz
3905 National Drive
Burtonsville, MD 20866

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:

Joseph Moran

FIRE PROTECTION PLAN REVIEW COMMENTS

Plan Review Number: 2020-04-203744-MJS-02 **Tax Parcel Number:** 134-16.00-39.00
Status: Approved as Submitted **Date:** 07/21/2020

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.
1040 A	This site meets Water Flow Table 2, therefore the following water for fire protection requirements apply: Main Sizes: 6" minimum. Minimum Capacity: 1,000 gpm @ 20 psi residual for 1 hour duration. Hydrant Spacing: 800' 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.
2710 A	The following items will be field verified by this Agency at the time of final inspection:
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).
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.

FRIENDSHIP HALL

Formerly Known As ORR PROPERTY

SEDIMENT AND STORMWATER MANAGEMENT PLANS

LITTLE ASSAWOMAN BAY WATERSHED
BALTIMORE HUNDRED - SUSSEX COUNTY, DELAWARE
FOR RH ORR , LLC c/o RIBERA DEVELOPMENT, LLC

SEDIMENT AND STORMWATER NOTES:

SS1. THE SUSSEX CONSERVATION DISTRICT MUST BE NOTIFIED IN WRITING FIVE (5) DAYS PRIOR TO COMMENCING WITH CONSTRUCTION TO SCHEDULE A PRE-CONSTRUCTION MEETING. FAILURE TO DO SO CONSTITUTES A VIOLATION OF THE APPROVED SEDIMENT AND STORMWATER MANAGEMENT PLAN.

SS2. REVIEW AND 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 SEDIMENT AND STORMWATER REGULATIONS, NOR SHALL IT RELIEVE THE CONTRACTOR FROM ERRORS OR OMISSIONS IN THE APPROVED PLAN.

SS3. IF THE APPROVED PLAN NEEDS TO BE MODIFIED, ADDITIONAL SEDIMENT AND STORMWATER CONTROL MEASURES MAY BE REQUIRED AS DEEMED NECESSARY BY THE SUSSEX CONSERVATION DISTRICT.

SS4. 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.

SS5. ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL COMPLY WITH THE DELAWARE EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION.

SS6. 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 DNREC WELL PERMITTING BRANCH.

SS7. APPROVED PLANS REMAIN VALID FOR 5 YEARS FROM THE DATE OF APPROVAL.

SS8. POST CONSTRUCTION VERIFICATION DOCUMENTS ARE TO BE SUBMITTED TO THE SUSSEX CONSERVATION DISTRICT SEDIMENT AND STORMWATER PROGRAM WITHIN 60 DAYS OF STORMWATER MANAGEMENT FACILITY COMPLETION.

SS9. APPROVAL OF A SEDIMENT AND STORMWATER PLAN DOES NOT GRANT OR IMPLY A RIGHT TO DISCHARGE STORMWATER RUNOFF. THE OWNER/DEDVELOPER IS RESPONSIBLE FOR ACQUIRING ANY AND ALL AGREEMENTS, EASEMENTS, ETC. NECESSARY TO COMPLY WITH STATE DRAINAGE AND OTHER APPLICABLE LAWS.

SS10. THE NOTICE OF INTENT FOR A NPDES GENERAL PERMIT FOR THIS PROJECT IS #6273. AT ANY TIME THE OWNERSHIP FOR THIS PROJECT CHANGES, A TRANSFER OF AUTHORIZATION OR A CO-PERMITEE APPLICATION MUST BE SUBMITTED TO DNREC. THE PERMITTEE OF RECORD SHALL NOT BE RELIEVED OF THEIR RESPONSIBILITIES UNTIL A NOTICE OF TERMINATION IS PROCESSED BY DNREC.

SS11. THE OWNER SHALL BE FAMILIAR WITH AND COMPLY WITH ALL ASPECTS OF THE NPDES CONSTRUCTION GENERAL PERMIT.

SS12. BEFORE ANY EARTHWORK OR EXCAVATION TAKES PLACE, THE CONTRACTOR SHALL CALL MISS UTILITY AT 811 OR 1.800.282.8555 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION, TO HAVE ALL EXISTING UTILITIES MARKED ONSITE.

SS13. THE CONTRACTOR SHALL AT ALL TIMES PROTECT AGAINST SEDIMENT OR DEBRIS LADEN RUNOFF OR WIND FROM LEAVING THE SITE. PHASED 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.

SS14. BEFORE ANY EARTHWORK OR EXCAVATION TAKES PLACE, THE CONTACTOR SHOULD CALL MISS UTILITY AT 811 OR 1-800-282-8555 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION, TO HAVE ALL EXISTING UTILITIES MARKED ON SITE.

SS15. BEST AVAILABLE TECHNOLOGY (BAT) SHALL BE EMPLOYED TO MANAGE TURBID DISCHARGES IN ACCORDANCE WITH REQUIREMENTS OF 7 DEL.C. CH. 60 AND THE CURRENT DELAWARE CONSTRUCTION GENERAL PERMIT (CGP).

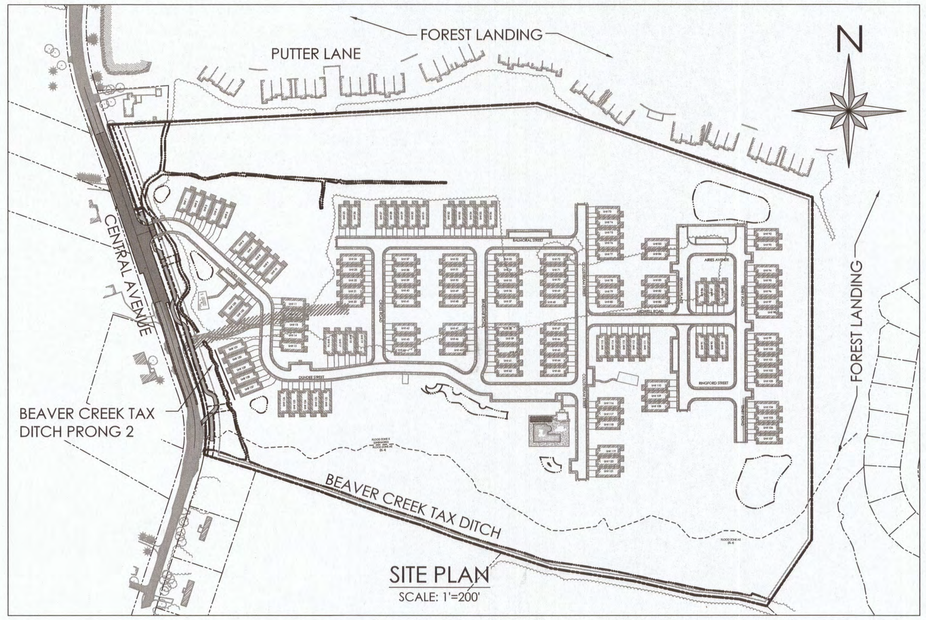
SS16. DOCUMENTATION OF SOIL TESTING AND MATERIALS USED FOR TEMPORARY OR PERMANENT STABILIZATION INCLUDING BUT NOT LIMITED TO SOIL TEST RESULTS, SEED TAGS, SOIL AMENDMENT TAGS, ETC. SHALL BE PROVIDED TO THE DEPARTMENT OR DELEGATED AGENCY TO VERIFY THAT THE PERMANENT OR TEMPORARY STABILIZATION HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLAN. THE DEPARTMENT OR DELEGATED AGENCY MAY REQUIRE ADDITIONAL SOIL TESTING AND REAPPLICATION OF PERMANENT OR TEMPORARY STABILIZATION IN ACCORDANCE WITH SPECIFICATIONS PROVIDED IN THE DELAWARE EROSION AND SEDIMENT CONTROL HANDBOOK, OR ALTERNATIVE MEASURES THAT PROVIDE FUNCTIONAL EQUIVALENCY.

SS17. MUST HAVE A COPY OF DNREC APPROVED CMMP (CONTAMINATED MATERIALS MANAGEMENT PLAN) ONSITE AT ALL TIMES.

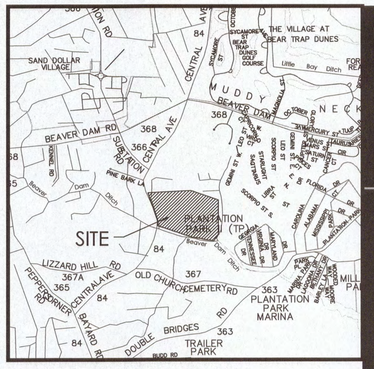
SS18. CCR (3RD PARTY CERTIFIED CONSTRUCTION REVIEWER) MUST BE OSHA CERTIFIED.

SS19. CONTRACTOR MUST BE OSHA LEVEL 10 CERTIFIED.

SS20. ALL CLEAN FILL MUST MEET DNREC RESIDENTIAL STANDARDS.



SITE PLAN
SCALE: 1'=200'



VICINITY MAP
SCALE: 1" = 2000'

PARCEL DATA:

PARCEL I.D. NO:	134-16.00-39.00
DEED REFERENCE:	DB 2662/103
PLUS #:	N/A
DNREC #:	
SITE ADDRESS:	34365 CENTRAL AVENUE, CENTRAL AVENUE, FRANKFORD, DE
LATITUDE/LONGITUDE:	
EXISTING SITE AREA:	47.7177 AC.
PROPOSED SITE AREA:	26.1 AC.
EXISTING WETLAND AREA:	17.904 AC.
PROPOSED CONDITION:	133 CONDOMINIUM UNITS
PROPOSED DISCHARGE LOCATIONS:	SEE BELOW
PROPOSED TOTAL LIMIT OF DISTURBANCE: (INCLUDES DelDOT)	26.3 AC.
DISTURBANCE PER DISCHARGE LOCATION:	GW-1 = 6.95 AC. - BEAVER DAM TAX DITCH POND 2= 3.91 AC. - BEAVER DAM TAX DITCH POND 3 = 6.28 AC. - POND 2 GW-4 = 1.51 AC. - BEAVER DAM TAX DITCH PRONG 2 GW-5 = 0.71 AC. - BEAVER DAM TAX DITCH PRONG 2 GW-6= 1.63 AC. - BEAVER DAM TAX DITCH GW-8= 1.39 AC.. - BEAVER DAM TAX DITCH PRONG 2

- HORIZONTAL DATUM: DELAWARE STATE PLANE COORDINATE SYSTEM (NAD83)
  VERTICAL DATUM: NAVD 88

CONTACT DATA:

OWNER: SARALINDA JONES ORR
128 FENNERTON ROAD
PAOLI, PA 19301

DEVELOPER: RH ORR, LLC c/o RIBERA DEVELOPMENT, LLC
8684 VETERANS HIGHWAY, SUITE 203
MILLERSVILLE, MD 21108
CONTACT: JOHN C. STAMATO

DESIGNER: SOLUTIONS, IPEM
JASON PALKEWICZ, PE
303 NORTH BEDFORD STREET
GEORGETOWN, DE 19947
302-297-9215

LEGEND

LIMIT OF DISTURBANCE	LOD
SILT FENCE	SF
SUPER SILT FENCE	SSF
STABILIZED CONSTRUCTION ENTRANCE	SCE
INLET PROTECTION (TYPE 1)	IP-1
INLET PROTECTION (TYPE 2)	IP-2
RIP-RAP OUTLET PROTECTION-1	ROP-1
RIP-RAP OUTLET PROTECTION-2	ROP-2
CONCRETE WASHOUT AREA	CW
TEMPORARY STOCK PILE	SF TEMPORARY STOCKPILE SF
STABILIZATION MATTING CHANNEL	SM-C
STABILIZATION MATTING SLOPE	SM-S
VEGETATED CHANNEL	VC-T

NOTES:
ALL SM-C & SM-S MATTING SHALL BE NAG S150BN MATTING OR ENGINEER APPROVED EQUAL.

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OWNER'S CERTIFICATION

I, JOHN C. STAMATO, 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.

JOHN C. STAMATO - RH ORR, LLC

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.

JASON PALKEWICZ, PE 07/21/20

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.

8/3/2020

EDWARD M. LAUNAY, PWS No. 875
SOCIETY OF WETLAND SCIENTISTS
CORP OF ENGINEERS
CERTIFIED WETLAND DELINEATOR WDCP93MD05100368

Sussex Conservation District
PROTECT, QUALITY, PRESERVE

APPROVED
SEDIMENT CONTROL & STORMWATER MANAGEMENT
Reviewed By: John T. Justice Date: 9-30-20
Approved By: [signature] Date: 9/30/20

solutions
Integrated Planning Engineering & Management, LLC

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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JASON PALKEWICZ LICENSE 083 DELAWARE

REVISIONS

NO.	DATE	DESCRIPTION
1	3/31/20	REVISIONS PER SUSSEX COUNTY ENGINEERING COMMENTS, DATED 12/05/19
2	4/14/20	REVISIONS PER DELAWARE HEALTH AND SOCIAL SERVICES COMMENTS, DATED 4/9/20
	6/25/20	REVISIONS PER AGENCIES COMMENTS, DATED 5/18/20 & 6/24/20
	9/14/20	REVISIONS PER SCD COMMENTS, DATED 9/14/20

COVER SHEET
for
FRIENDSHIP HALL
Formerly Known As ORR PROPERTY
SUSSEX COUNTY, DELAWARE
Prepared for: RH ORR, LLC c/o RIBERA DEVELOPMENT, LLC

Date:	8/23/19
Job Number:	G17067
Scale:	AS NOTED
Drawn By:	ML
Designed By:	DP
Approved By:	JP

Sheet No.: 35

File Name: 17067-esc-cover

MAPPING & ADDRESSING

MEGAN NEHRBAS
MANAGER OF GEOGRAPHIC
INFORMATION SYSTEMS (GIS)
(302) 855-1176 T
(302) 853-5889 F

Sussex County
DELAWARE
sussexcountyde.gov

February 10,2020

Solutions IPEM
Attn: Jason Palkewicz

RE: **Friendship Hall**

I have received proposed street name(s) for the proposed subdivision, **Friendship Hall**, located in **Frankford**. In reviewing the proposed street name(s) the following have been **approved**:

Dundee St	Cross Rd	Balmoral St
Braemar Rd	Coldstream St	Ardwell Rd
Airies Av	Seaham Pl	Tenby Rd
Ringford St		

Use only **approved** road names that you have written confirmation for or you will be required to rerecord. Each street name is to be used only once.

Upon final approval of **Friendship Hall** please forward a copy of the recorded site plan to my attention. Our office would appreciate a digital copy if at all possible, for the purpose of addressing. Should you have any questions, please contact the **Sussex County Addressing Department** at 302-855-1176.

Sincerely,

Terri L.Dukes

Terri L.Dukes
Addressing Technician II

CC: Christin Headley
Planning & Zoning

MAPPING & ADDRESSING

MEGAN NEHRBAS
MANAGER OF GEOGRAPHIC
INFORMATION SYSTEMS (GIS)
(302) 855-1176 T
(302) 853-5889 F

Sussex County
DELAWARE
sussexcountyde.gov

February 3, 2020

Solutions IPEM
Attn: **Jason Palkewicz**
303 N Bedford St.
Georgetown, De. 19947

RE: **Proposed Subdivision Name(s)**

I have reviewed the name(s) submitted for your proposed subdivision which is located in **Frankford** (134-16.00-39.00). In reviewing the proposed name(s) the following has been **approved** for this subdivision:

FRIENDSHIP HALL

Should you have any questions please contact the **Sussex County Addressing Department at 302-853-5888 or 302-855-1176.**

Sincerely,

Terri L Dukes

Terri L. Dukes
Addressing Technician II

CC: Christin Headley
Planning & Zoning

Cemetery Study and Delineation
Hall Family Cemetery
Baltimore Hundred, Sussex County, Delaware

Prepared for:

Ribera Development, LLC
2661 Riva Road Suite 340
Annapolis, Maryland 21401

August 11, 2017

Prepared by:

Jill L. Showell and Edward Otter, Ph.D
Edward Otter, Inc.
1704 Camden Avenue
Salisbury, Md. 21801

Abstract

Edward Otter Inc. was contacted by Ribera Development LLC regarding a cemetery within a parcel it plans to develop. The cemetery is located on Parcel 134 - 16.00 - 39.00 north of Old Church Cemetery Road and east of Road 84 in Baltimore Hundred, Sussex County, Delaware. Delaware Title 7 Chapter 54 provides protection for unmarked human burials and human skeletal remains within the state. Therefore prudent planning before development includes cemetery delineation and archival research when cemeteries are known or suspected to exist within a project area. Edward Otter Inc. conducted an investigation consisting of archival research and field study. Archival research identified land owner history from the present to the earliest colonial Maryland surveys. During the course of archival study, no mention of the cemetery was found. No exception to sale of the cemetery was found in any of the land deeds. The total number of individuals buried within the cemetery is seven. The boundaries of the cemetery were determined and marked. The developer plans to avoid the cemetery and preserve it in place. No additional archaeological work concerning the Hall Family Cemetery is recommended.

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Introduction

In October 2016 Edward Otter Inc. was contacted by Ribera Development, LLC to consult on a cemetery located within a parcel (134 - 16.00 - 39.00) slated for development. Delaware Title 7 Chapter 54 provides protection for unmarked human burials and human skeletal remains within the state. Prudent planning before development includes cemetery delineation and archival research when cemeteries are known or suspected to exist within a project area. A cemetery study with delineation was recommended with the goal of preserving the cemetery in place as an alternative to exhumation which is expensive, elaborate and time consuming.

Research Design

The project objective is to gain information about the cemetery and delineate the boundaries so that burials may be avoided during future development and construction. A survey of visible features such as tombstones, fences, and brick vaults was conducted as part of the field work. Features were photographed and mapped. Conditions of features and the landscape were noted. Tombstone inscriptions were transcribed. The field work design called for stripping soils in the project area to a depth where subsurface stains such as grave shafts could be identified, photographed and mapped. No graves were excavated. A mini-excavator with a clean-out bucket was utilized to carefully scrape the top soils. The excavated areas were then more finely cleaned with flat shovels and trowels. Excavation began at the outside edges of the marked graves and proceeded outward until graves were not found. If graves were found, work continued to uncover the entire cemetery in order to establish its limits. A metal probe was used to locate brick grave vaults in areas that could not be excavated due to tree cover. Positive probe tests were recorded and mapped.

Archival research was a component of this investigation. Archival research has the potential to identify past land use, exceptions to sale, and cemetery occupants. Records relating to the property included land deeds, wills, orphan's court documents, burial records and other documents pertaining to family history and genealogy. Historic maps, aerial photographs and the Delaware Division of Historical and Cultural Affairs CHRIS were consulted during this investigation.

Project Setting

The Hall Cemetery is located .35 miles north of Old Church Cemetery Road and .20 mile east of Road 84, Baltimore Hundred, Sussex County, Delaware (Figure 1). This is just south of Millville town limits. The Latitude is 38.516034 and Longitude is -75.115993. The cemetery is sparsely wooded and surrounded by logging trails and woodlands (Figure 2). Adjacent to the woods is an agricultural field and nearby is a late 19th century homestead - all part of this 47.80 acre parcel (Figure 3). Situated within the Atlantic Coastal Plain, the elevation is 15 feet above mean sea level. Soils are identified as Klej loamy sand (KsA) with 0 to 2 percent slopes (websoilsurvey.nrcs.usda.gov). KsA is somewhat poorly drained soil parented on sandy eolian deposits and fluviomarine sediments. A channelized stream (Beaverdam Canal) and wetlands are located 650 feet to the south of the burial ground. The stream and wetlands drain into Miller Creek which flows into Little Bay, a tributary to Little Assawoman Bay. A 1954 aerial photograph shows the cemetery within woodlands (Figure 4). An aerial photograph from 1937 shows the cemetery within woodlands. A circular shaped area adjacent to the cemetery appears cleared and disturbed (Figure 5). The image shows the natural meander of the stream (Turkey Branch) to the south before it was channelized. A topographic map of 1916 does not indicate a cemetery (Figure 6).

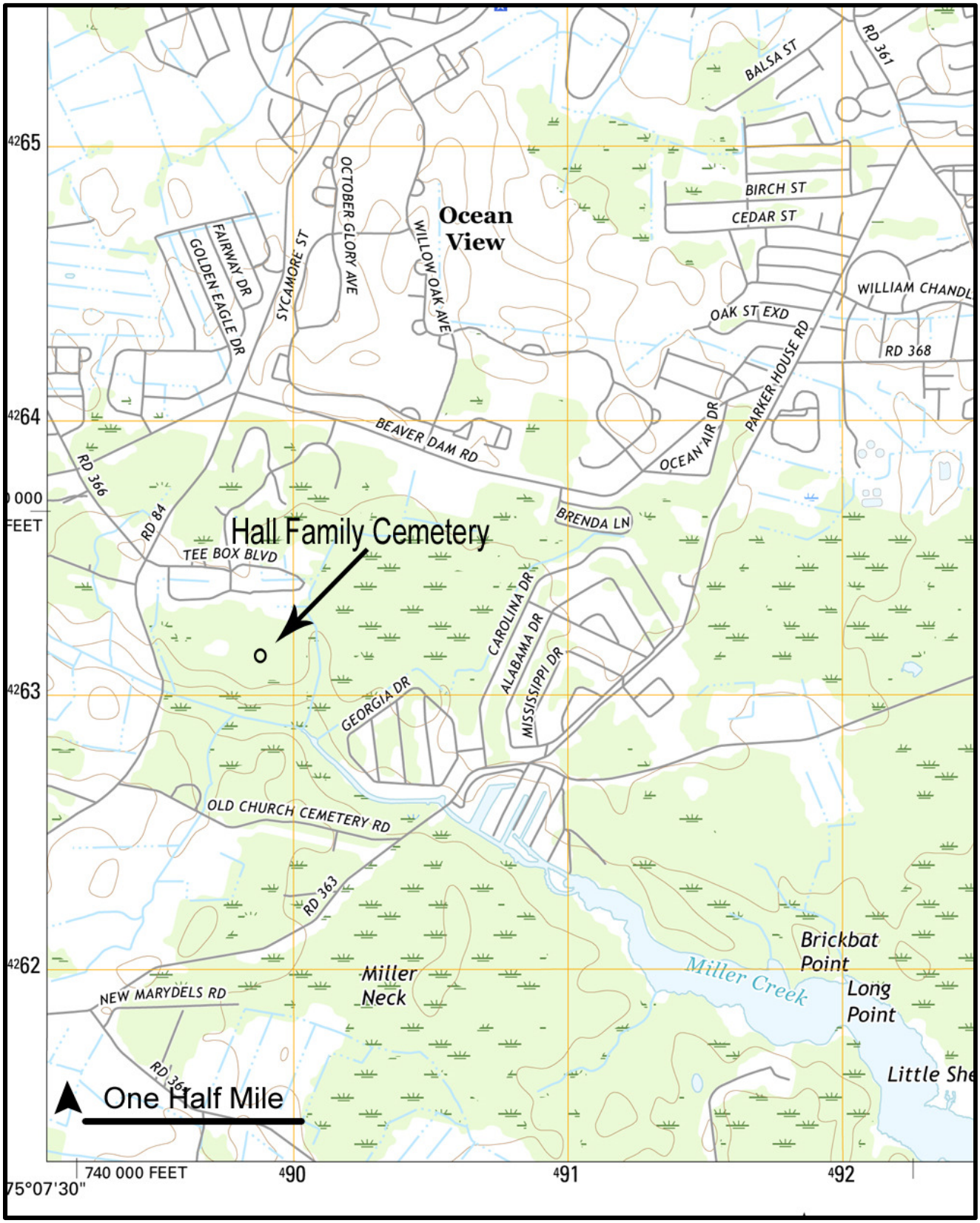


Figure 1. USGS Topographic Map 2016 Bethany Beach Quadrangle

Figure 2. Google Earth 2017

Figure 3. Sussex County Parcel Map

Figure 4. Aerial Photography Circa 1954

Figure 5. Aerial Photography 1937

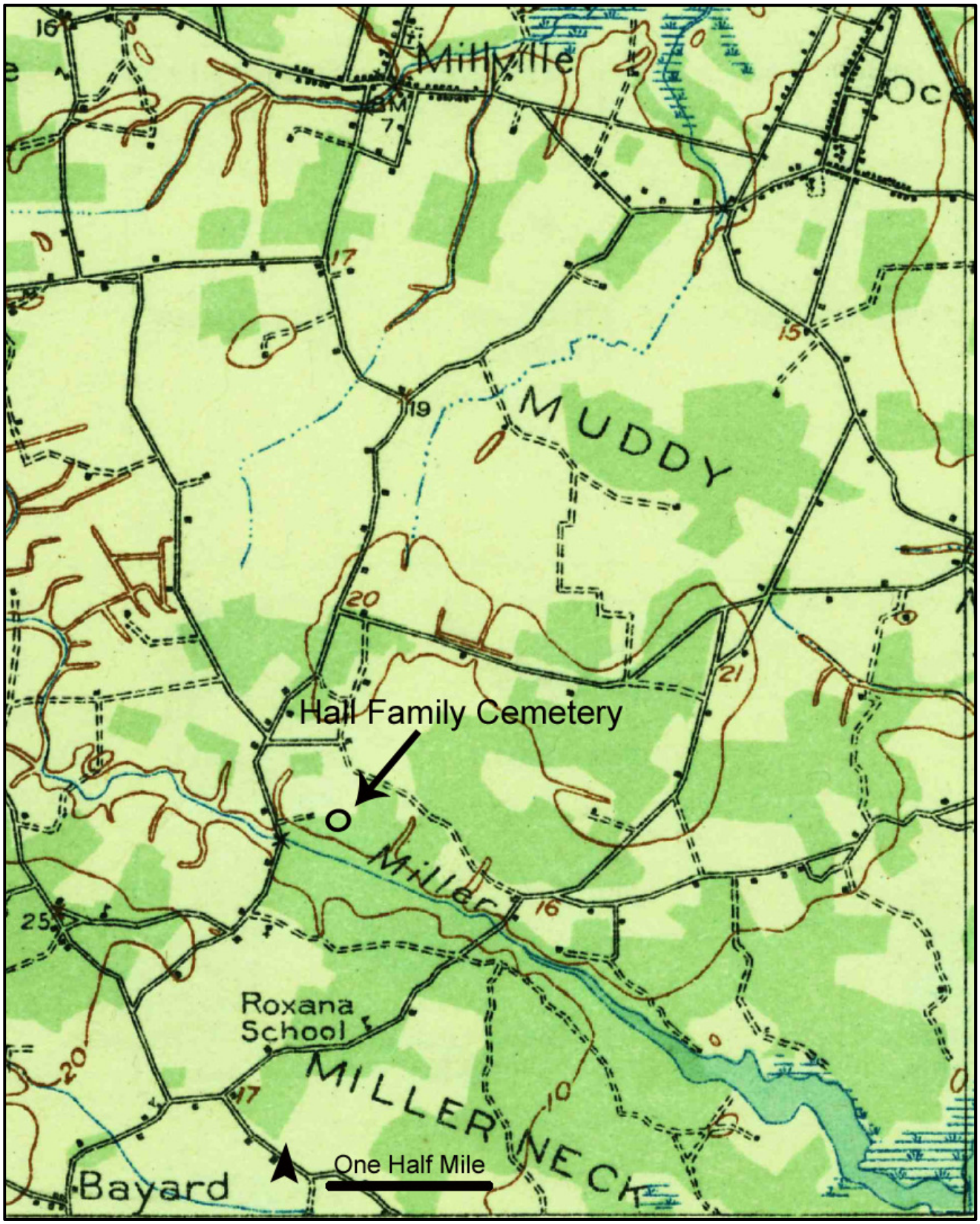


Figure 6. USGS Topographical Map 1916 Rehoboth Quadrangle

Archival Research

An attempt was made to examine all records involving the land to the initial land patents in the middle 18th century. This is accomplished by working backwards in the land records. In the process, wills, orphan's court records, genealogical records and other documents are studied for information about the land's use and habitation. Records are transcribed using the actual spelling and terms of those documents. This work helps in determining the extent and type of land use that has occurred on the property through the years. It is not uncommon to find references to houses and other structures that no longer stand. Sometimes family cemeteries and cemetery exceptions are mentioned.

Parcel 134 - 16.00 - 39.00 : A History of its ownership

This parcel containing 47.80 acres was conveyed to Saralinda Jones Orr by F. Mason Jones Jr., Executor to the Estate and husband of Eve F. Jones (Deed 2662/103) in 2001. Eve F. (Furlong) Jones will (Montgomery County Pennsylvania No. 46-99-0544) directed her real estate to pass to her daughter, Saralinda Jones Orr. The parcel is described as being land and premises in which two-thirds interest was granted and conveyed by Linda A. Hall (Deed 932/248) in 1979 and one-third interest granted and conveyed by Harry L. Dubel and Myrtle Hall Dubel Jr. to Eve F. Jones (Deed 1148/176) in 1982. The two deeds state the 47.80 acre parcel is land Charles H. Hall inherited from his father Lemuel A. Hall, who acquired the land from his father William Jordan Hall.

Linda A. Hall inherited her sister Bertha's one-third share of the parcel when Bertha died in 1958. Three sisters (Linda Adella Hall, Myrtle P. Hall and Bertha Jennie Hall) inherited one-third interest each from their father Charles H. Hall, who died in 1909 intestate (Sussex County Orphan's Court). The Orphan's Court Record states this land was devised to Charles by the will of his father but no maps or plots were included in the record. The distribution of the 47.80 acre parcel was subject to dower interests of Charles H. Hall's widow, Lavinia Elizabeth Hall Dukes. Lavinia died in 1941 in the Philadelphia home of her daughter, Linda A. Hall. The death certificate indicates she was to be buried in Bethel ME Church Cemetery Ocean View.

In the will of Thomas E. Hall, brother to Charles H. Hall, Thomas bequeathed to Linda A. Hall and Myrtle P. Hall (Bertha Jennie was not yet born) all of his real estate containing 44 acres of land (Delaware Will and Probate 1898 - 1900). Additionally Thomas gave to his brother Charles H. Hall, the judgment and interest in full ($960 plus $3.62 interest) which he had against him and all of his personal estate (Prothonotary Record March 24th 1888). There were no directives regarding burial within his will, but accounts of Thomas's probate included payments of $26.50 to H.H. Watson and $3 to J. S. Murray for burial charges. Clearly Thomas died without a wife or children, leaving his worldly possessions to his brother and nieces.

No record was found of Linda Hall or Myrtle Hall selling real estate in Baltimore Hundred and it is unclear what happened to the 44 acres. Charles H. Hall bought and sold several tracts from 1889 through 1905. A sale in 1905 included two tracts equaling 115 acres and located on the east side of the road from Bayard to Ocean View adjoining lands of Thomas E. Hall's heirs and lands of Charles H. Hall. It appears that over time Charles sold all of his lands except the 47.80 acres he eventually passed on to his daughters.

Charles H. Hall married Lavinia Elizabeth Melson in 1890. The census of 1900 shows the household composed of Charles (59 years old) and Lizzie his wife (42 years old). The Halls were blessed with daughters - Eve S. (12 years old), Linda A. (5 years old), Myrtle P. (3 years old), and five month old twins Sarah A. and Jennie B. (Bertha Jennie). Bertha Jennie survived to adulthood - Sarah A. did not. The census states the Halls had been married for ten years, leading to the question of Eve's maternity or paternity. She is listed as a daughter and there is no other surname written. Still, it is curious she did not inherit any of the land directly from Charles or Thomas E. Hall. It seems reasonable to assume Lizzie (Lavinia) was previously married and Eve was born of that marriage.

Thomas E. Hall resided with his younger brother (5 years younger) Charles H. in 1880 (Federal Census Baltimore Hundred). No other family members were enumerated within the household. Both men, ages 37 and 42 respectively, were farmers and apparently bachelors. According to Scharf, Thomas was a member of the Beaver Dam Ditch Company established in 1865 and worked to create drainage systems in the swampy areas of Baltimore Hundred. The home of Charles H. Hall is shown on the Beers Map of Baltimore Hundred in 1868 (Figure 5). It is possible the house pictured may be the same structure that exists on the parcel today.

When their father died in 1856, Charles and Thomas were minors (Orphans Court). The will of Lemuel A. Hall (Delaware Will Book 16 Page 200) describes extensive lands devised to his many sons, one daughter and a grandson. Certainly Lemuel was a wealthy man as evidenced by the Federal Census of 1850. He owned $10,000 worth of real estate just six years before his death. His richest neighbor owned no more than $2,500 (real estate) in the same enumeration and many of his neighbors owned nothing at all.

Charles inherited 47 acres *"mostly woodlands with a small clearing being lands bought of Stephen Ellis heirs"*. Also Charles would receive his mother Sarah's dowry after her death, *"all that part of the land that i now live on including the houses and improvements that lay to the eastward of the road that leads now from the head of the sound to Cedar Neck all to the northward of the fence that is just over the Turkey Branch and to include the said land that was original to this house tract"*. Thomas received 96 acres clear and 39 acres woodlands with two small single story houses each measuring 32 feet by 16 feet. The land Thomas inherited is located "*westward of the road that leads from the head of the sound to Cedar Neck that was not before given away to him when he comes to the age of 21"*. Because Thomas E. Hall's land was located on the west side of the road (County Road 84), it is concluded that Parcel 134 - 16.00 - 39.00 is in fact part of the lands Charles H. Hall inherited from his father Lemuel.

The land Lemuel bought of Stephen Ellis heirs contained 60 acres and is described in the deed (Deed 44/324) as being a parcel known by the name of Friendship located upon the head of Perrys Creek. A map drawn by Richard Carter (Carter 2001) depicts a tract Friendship about five miles to the north. The description in this deed does not seem to fit the location of the cemetery. The cemetery is more likely located within the original house tract Charles inherited from his father after his mother's death - its location being on the east side of the road that leads from the sound to Cedar Neck and north of Turkey Branch (now Beaverdam Canal). It seems important to remember this land was subject to dowry rights of Sarah Hall. No further record could be found regarding her life though one might expect she survived long after her husband Lemuel. She was thirty years younger than he. Per the Will and Orphan's Court of Lemuel A. Hall, Charles would have inherited the land after the death of his mother. Lemuel's probate accounts for $16.50 paid to James R. Townsend for a coffin, $1.25 to C.W. Murray for burial charges and $1.50 to William S. Hall for burial charges.

Figure 7. 1868 Beers Map of Baltimore Hundred, Sussex County, Delaware

William JordanHall left the land to his son, Leamuel A. Hall by will dated 1805 (Volume A74 Page 16) and probated 1817. William Jordan Hall left no directive about his burial. He left to his son Lemuel A. Hall *"all of his estate, real and personal"*. His wife Sally's dowry granted her the use of one third of the estate during her natural life. After her death the one third was to be returned to Lemuel.

During his lifetime, William Jordan Hall granted to Lemuel A. Hall additional real estate. In 1815 Lemuel received 200 acres from his father (Deed 32/167) located on the west side of the road which leads to Cedar Neck and south of Turkey Branch. The lands were known by the names Dunn's Improvement, Elisha's Lott, and part of Friendships Addition. William acquired parts of this land when they were forfeited in 1776 by Loyalist, Joshua Hill, after confiscation by Act of General Assembly. Although the cemetery is not located on these lands (located south of Turkey Branch), details of the record are worth reporting. The deed clarifies the location of William Jordan Hall's residence (in 1815). His home was located on the road that led from Eby Walters Tavern to the Indian River Inlet.

Lemuel A. was granted 200 acres by William Jordan in 1806 (Deed 26/223) in consideration of the mutual love and affection between father and son. *"All that messuage or mansion house orchard and several pieces or parcels of land adjoining and belonging commonly called or known by the name of Dunn's Improvement and Friendships Addition"*. The land was located north of Turkey Branch. No mention of the amount of acreage of this transfer was found within the deed and no information was given as to how William Jordan hall acquired it. This piece of land does seem to be a greater part of the current project location.

William Jordan Hall was born circa 1832 in Somerset County Maryland, the son of William Hall Jr. and Margaret Spence (Gregg 1975). While still a minor, he inherited lands after his father's will was probated in 1740 (Somerset Co., Md., Court House Will Book 22 Page 227). William Hall Jr. bequeathed to his youngest son William Jordan Hall *"the land whereon I now live to him and his heirs forever but my well beloved wife to have and hold sole privilege of the land and plantation during her natural life"*. William Jordan Hall's mother Margaret died in 1768, leaving her son to fully inherit his father's plantation known as Hall's Lott. A map drawn by Richard Carter (Carter 2000) shows Halls Lott located about two miles to the northeast lying along what is now Assawoman Canal.

Land records show William Jordan later acquiring lands between 1776 and 1795 on Herring Creek (H3 #58), at Snead's Island in Indian River (H3 #51), on Turkey Branch near Assowammon Sound (Arch. Deeds Sussex Co. D #4), and on Deep Hole Branch at Baltimore road (Patent 10 H #2). The above deed descriptions do not fit the description of Parcel 134 - 16.00 - 39.00. A reference was found to a patent (Patent H #3) he acquired in 1794 located on the north side of Turkey Branch and east of County Road 1, but this record could not be accessed. It is likely the record of the tract known as Friendship Addition.

A certificate was found in Maryland for land known as Friendships Addition (Book BC&GS #17 Page 456). This survey was made to Samuel Hall, Jr. in 1760 for 22 acres of land (Figure 8). The tract is located on the north side of the Turkey Branch and some small distance easterly from Cedar Neck Road at the head of Muddy Neck. By all description, this tract seems to be the part of Parcel 134 - 16.00 - 39.00 where the cemetery is located. No specific record could be accessed pertaining to how William Jordan Hall acquired Friendship Addition but a familial connection was made. Samuel Hall Jr. was the first cousin of William Jordan Hall - they shared a grandfather, William Hall Sr.

WORCESTER COUNTY CIRCUIT COURT (Certificates, Patented, WO) Patented Certificate 1037, MSA_S1210_1105. Date available 1760/07/09. Printed 08/10/2017.

Maryland Worcester County ss. July 9. 1760.

By Virtue of a Comon Warrant granted unto Samuel Hall Surv.r of Indian River) for Twenty Two Acres of Land bearing date the 21st day of March Anno: Dom.: 1760.

These are Humbly to Certify that I James Rowand Deputy Surv.r of Worcester County under the Hon.ble Col.o Benj.a Young Surv.r Genl.l of the Eastern Shore have Accordingly Surv.d & laid out for the af.d Samuel Hall Surv.r of the County af.d of Indian River All that Tract or peccell of Land called Friendship Addition situate lying & being in the County af.d back in the woods from Indian River bounded as follows Beginning at a Mark. White Oak standing on the North side of a branch called Turkey branch some small distance Easterly from Cedar Neck Road & at the Head of Muddy Neck thence Running North Twenty One deg.s East fourteen poles thence North Sixty Two deg.s West forty four poles thence North Eleven deg.s East forty eight poles thence North Eighty five deg.s West Twenty poles thence North Eleven deg.s East Twenty poles thence North Eighty five deg.s West Eighteen poles thence South Eleven deg.s West Eighty poles thence with a Right Line to the first Bounder Containing & now laid out for Twenty Two Acres of Land More or less To be Holden of the Manor of Worcester

Jam.s Rowand Deputy Surv.r Wor. Coty

The Cont.s Viz

N. 21. E.	18 P.s	N. 11. E.	20 P.s
N. 62. W.	44 P.s	N. 85. W.	20 P.s
N. 11. E.	80 P.s	S. 11. W.	80 P.s
N. 85. W.	20 P.s	Biz.d Line	

This platt laid down by a Scale of 50 P.s in the Inch

Jam.s Rowand D. S. W. Coty

1037

Figure 8. Friendship Addition 1760

William Hall Sr. left land to his son William Hall Jr. by his last will probated in 1710 (Somerset Co, MD, Court House Will Book 13 Page 35). To his oldest son William Hall Jr *"my dwelling house and plantation with part of the tract of land which I now live upon called Halls Lott"*. The patent of Halls Lott indicates it contained 450 acres (B #23 Page 94). To his second son John, he left the lands adjoining Halls Lott running westerly to a branch, containing 450 acres. William Sr.'s third and fourth sons Joseph and Samuel (Samuel Sr., father of Samuel Jr.) would inherit those lands if the oldest two sons died without issue. William Sr. directed the two oldest sons to pay Joseph and Samuel a large amount of money when they reached the age of twenty-one. No record could be found to ascertain whether Joseph or Samuel ever inherited family lands.

The land seems to have been passed down through the Hall Family from early historic times to the present. There was no mention of the cemetery in any of the records examined during archival research. No mention is made in any will or land deeds. There is no exclusion from sale of the small area known as the Hall Family Cemetery. No maps indicated a cemetery was present within this location.

Delaware Cemetery and Burial Records

During the 1920's Walter G. Tatnall transcribed tombstones throughout Sussex and Kent Counties, Delaware. The Works Progress Administration contributed further in the 1930's. These records are useful since grave stones often go missing or simply weather over time. Commonly, inscriptions erode - eventually becoming illegible. The Hall Cemetery was unrecorded by Tatnall. Death records are helpful in determining where known family members might be interred. These include official death certificates, undertaker records, family bible records and (in the age of internet) Findagrave.com. A search was made of all available records in an attempt to determine who might be interred within the Hall Family Cemetery.

It is almost certain John C. Hall is buried within the cemetery. A gravestone identifying him was found within the cemetery. He died in 1856 at the age of forty-five. In the same year (1856) John's father Lemuel A. Hall passed away and at the time of his death, Lemuel resided upon this parcel of land, possibly not far from the burial ground. No record could be found about where Lemuel might be buried. It is reasonable to assume he was buried near his son.

A grave marker was found within the cemetery identifying a one year and eight month old little girl, Ann Amelia Deland. Her connection to the Hall Family could not positively be ascertained. The headstone recounts the sorrow her father and mother, William W. and Henrietta Deland felt at the time of her passing in 1848. Census records show the Delands living nearby in 1850 as neighbors to the Halls. They owned no land of their own at the time. It is possible someone in the Hall Family offered them a place to bury their daughter. If they were not well off financially, it is interesting they still afforded her a beautiful marble stone inscribed with a lovely farewell. A Findagrave record states William and Henrietta Deland are buried in Ocean View Presbyterian Cemetery along with another (male) child.

A certificate of death was issued in 1898 for Thomas E. Hall (60 years old) after his death September 29 of that year. The undertaker, H. H. Watson of Roxana did not report where the earthly remains of Thomas were to be buried. Thomas was an unmarried man with no issue. He left all of his estate to his brother Charles H. and his nieces. Since no records of Thomas' burial could be found, one could not rule out that Thomas E. Hall rests in the cemetery.

Charles H. Hall and his wife Luvenia were enumerated on a census in 1900. They had five daughters - the youngest two being twins aged five months old. It is known one of the girls, Sarah A. Hall died before 1906. Sarah is likely buried within this cemetery.

Charles H. Hall died April 9 1906 (66 years old) and his certificate of death makes no mention of where he was to be buried. No record could be found in Tatnall's records or Findagrave. Charles may be interred in the Hall Cemetery though there is some doubt. The wife of Charles, Lavinia Elizabeth Hall (83 years old), died in 1941 at the Philadelphia home of her daughter Linda A. Hall. Lavinia was to be buried in Bethel ME Church Cemetery in Ocean View Delaware. It is unusual that a wife is not buried beside her husband. Still it is possible Charles is interred within the family burial ground.

The burial place of William Jordan Hall remains unknown. Extensive research has been conducted regarding the Hall Family who for many years resided in Baltimore Hundred, Sussex County, Delaware. The only records that could be found regarding the death of William Jordan Hall was his will and probate and a mortuary notice. No mention of where he was to be buried was on record in either of these documents. Genealogists state they are baffled as to where the remains of William Jordan Hall may be. Could he be one of the individuals buried within this cemetery? Without more positive proof, most of the above are merely conjectures.

Field Study

An initial visit was made to locate the cemetery in early July of 2017. An area measuring approximately 100 feet by 100 feet has remained unplowed for some time and is covered in woodlands seemingly older than their surrounds. Logging trails encircle the 100 foot by 100 foot area. Two marble headstones were visible within the cemetery area.

Delineation of the cemetery was underway July 18th 2017. Working from the gravestones, excavation extended out in all directions. Utilizing a mini-excavator, the top soils were scraped carefully to a depth where graves would be visible if they were present. The back dirt was piled out of the way. Areas where soils appeared mottled or disturbed were more finely cleaned using a flat shovel and trowel. When grave stains and brick vaults were identified, they were photographed and mapped using total station. This work continued outward around the cemetery until burials were no longer present. During the course of the fieldwork, seven burials were identified within the cemetery (Figure 9).

All of the graves are oriented west to east. Present within this cemetery are four adult - sized brick vault burials, two child - sized brick vault burials, and one child - sized coffin with cut nails (and no brick vault). Two of the adult - sized brick vaults are unusual in that they are constructed in the pinch - toe shape. In the location where the headstone of Ann Amelia Deland was observed, no burial exists. This area is twelve feet north of the nearest brick vaulted grave (V2). The tops of the vaulted graves were all missing and curiously there was a very small amount of brick or mortar debris within the cemetery location. Soils appeared to be disturbed and somewhat homogenous. The headstone inscribed John C. Hall was resting on top of a brick vault, indicating that the marker was repositioned to its current location some time after the arch top portion of the vault was removed. Two uninscribed foot stones were recovered below surface. Graves and features were mapped using a total station (Figure 9). Four corners were marked with stakes indicating boundaries of the cemetery with added buffers - an area 40 feet by 50 feet.

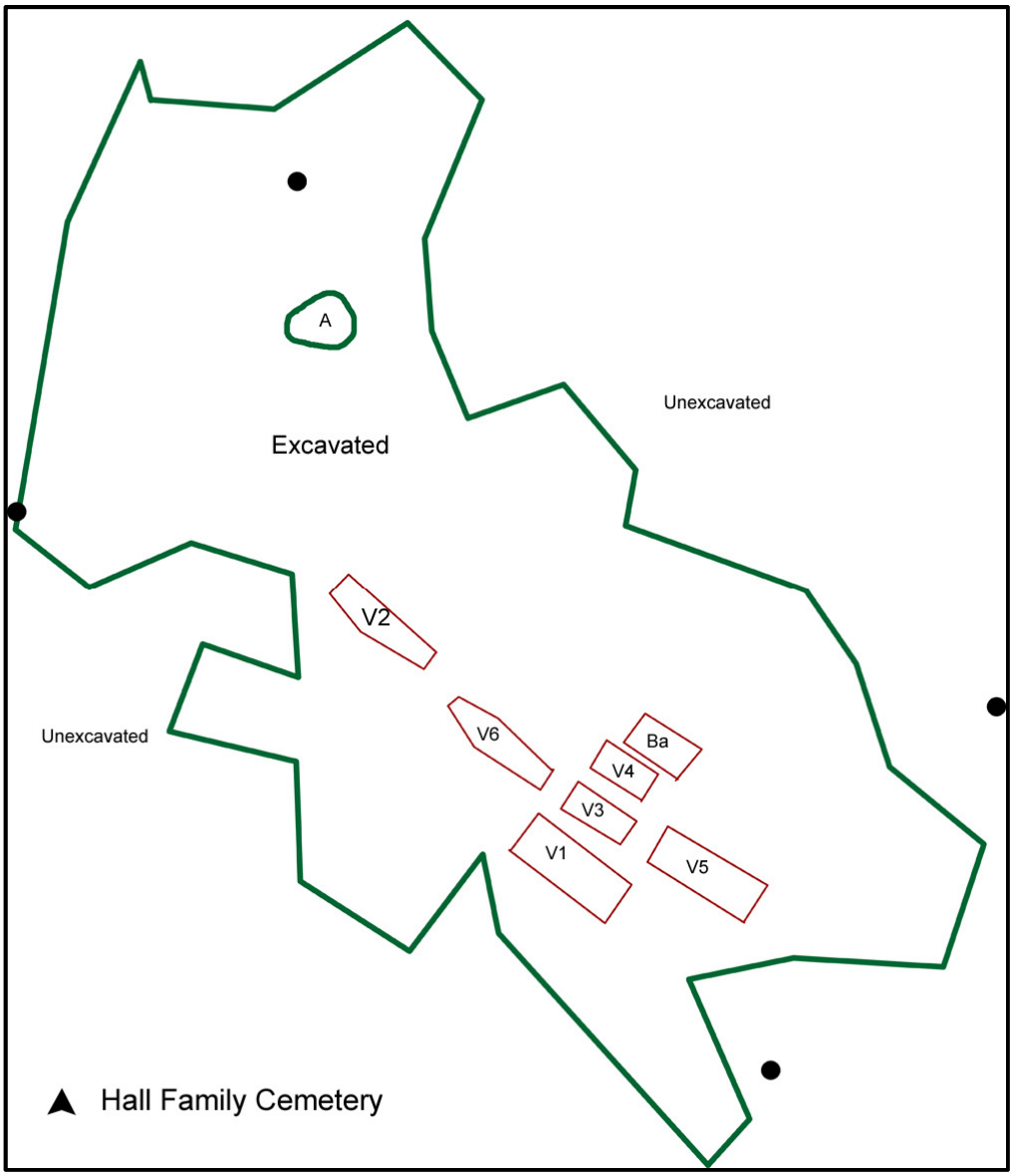


Figure 9. Map of Delineated Hall Cemetery

Map Key Hall Family Cemetery

V1: Adult- sized rectangular brick vault measuring 2.9 feet by 8 feet. Oriented 105 degrees east.

V2: Adult - sized pinched toe brick vault measuring 1.6 feet at the head, 3 feet at the shoulders, and 1.5 feet at the feet by 7.6 feet long. Oriented 108 degrees east.
A marble headstone was located on top of the head area of the brick vault (John C. Hall). A marble footstone was recovered below surface near the foot area of the brick vault.

V3: Child - sized rectangular brick vault measuring 1.6 feet by 4.5 feet. Oriented 107 degrees east.

V4: Child - sized rectangular brick vault measuring 2 feet by 3.5 feet. Oriented 104 degrees east.

V5: Adult - sized rectangular brick vault measuring 2.5 feet by 7 feet. Oriented 102 degrees east.

V6: Adult - sized pinched toe brick vault measuring 1.5 feet at the head, 2.5 feet at the shoulders, and 1.4 feet at the feet by 7.4 feet long. Oriented 108 degrees east.

A: Location of a marble headstone (Anne Amelia Deland). A marble footstone was recovered below surface and to the east of the headstone. No burial exists within this location.

Ba: Child - sized burial with no brick vault. Coffin measured 1.5 feet by 2.5 feet. Oriented 109 degrees east. Cut nails present.

● Four stakes marking corner boundaries of the cemetery.

Conclusions and Recommendations

Archival research traced ownership of Parcel 134 - 16.00 - 39.00 from the present back to a 1760 patent known as Friendship Addition. The land, once part of Maryland, seems to have been passed down through the Hall Family throughout its recorded history. The earliest Hall ancestor, William Hall, arrived in the Colony of Maryland in 1666 and by the time of his death in 1710 he held patents containing at least 950 acres of land in what is now Baltimore Hundred. Patents were reissued after the Maryland Pennsylvania dispute ended and lands were resurveyed within this area. During the course of archival study, no indication of the cemetery was found - no mention of the cemetery or exception to sale was found in wills, land deeds, death records or maps.

Field work identified seven graves. Four adults and three children are buried within an area measuring 35 feet by 15 feet. Two headstones were visible above surface but it was discovered both had been relocated to their present locations. Additionally two footstones, without inscriptions, were located below surface. An area where a headstone (Ann Amelia Deland) was visible contained no burial and was located approximately twelve feet from the nearest grave (V2). The four adult burials include brick vaults, two of those are pinch - toe shaped. Two small child burials include brick vaults. One small child burial has no vault - only a coffin that was constructed using cut nails.

It is almost certain that two of the individuals within the cemetery are those whose inscribed headstones were found in the cemetery area. John C. Hall (son of Lemuel A. Hall) is most likely one of the people within the cemetery since his headstone was found within the cemetery. Ann Amelia Deland (daughter of William W. and Henrietta Deland) is most likely one of the children buried here since her headstone was within twelve feet of the graves. A best guess could be made as to the identities of the other unmarked burials. Lemuel A. Hall died the same year as his son John C. Hall. It is likely Lemuel A. Hall (son of William Jordan Hall) is buried within this cemetery. Thomas E. Hall (son of Lemuel A. Hall) lived on the property with his brother for much of his life and he died a bachelor with no children. It seems likely he would have been buried here. Charles H. Hall (son of Lemuel A. Hall) owned the property so the probability is high that he is buried here. Sarah A. Hall (daughter of Charles H. Hall) died within the first five years of her life. It is likely Sarah is one of the children interred within the cemetery.

After the limits of the cemetery were determined, stakes were placed at four corners outside of the cemetery boundaries. To ensure no disturbance will occur when development of this tract is underway, an additional buffer or setback of 25 feet outside of the stakes should be marked. The developer plans to avoid the cemetery and preserve it in place. The area could be fenced to protect it from unnecessary pedestrian traffic. Mechanical clearing is not recommended as pulling up roots and vegetation can lead to the accidental disinterment of burials. Herbicides can be used to deter overgrowth if desired. No additional archaeological work concerning the Hall Family Cemetery is recommended.

References

Carter, Richard B.
2000 Early Maryland Patents in Baltimore Hundred before 1700. Based on the work and research of the Late William Phillip Short, Jr.

Gregg, E. Stuart Jr.
1975 A Crane's Foot (or Pedigree) of Branches of the Gregg, Stuart, Robertson, Dobbs and Allied Families.

Pomeroy and Beers
1868 Atlas of the State of Delaware From actual Surveys by and under the direction of D. G. Beers; Baltimore Hundred

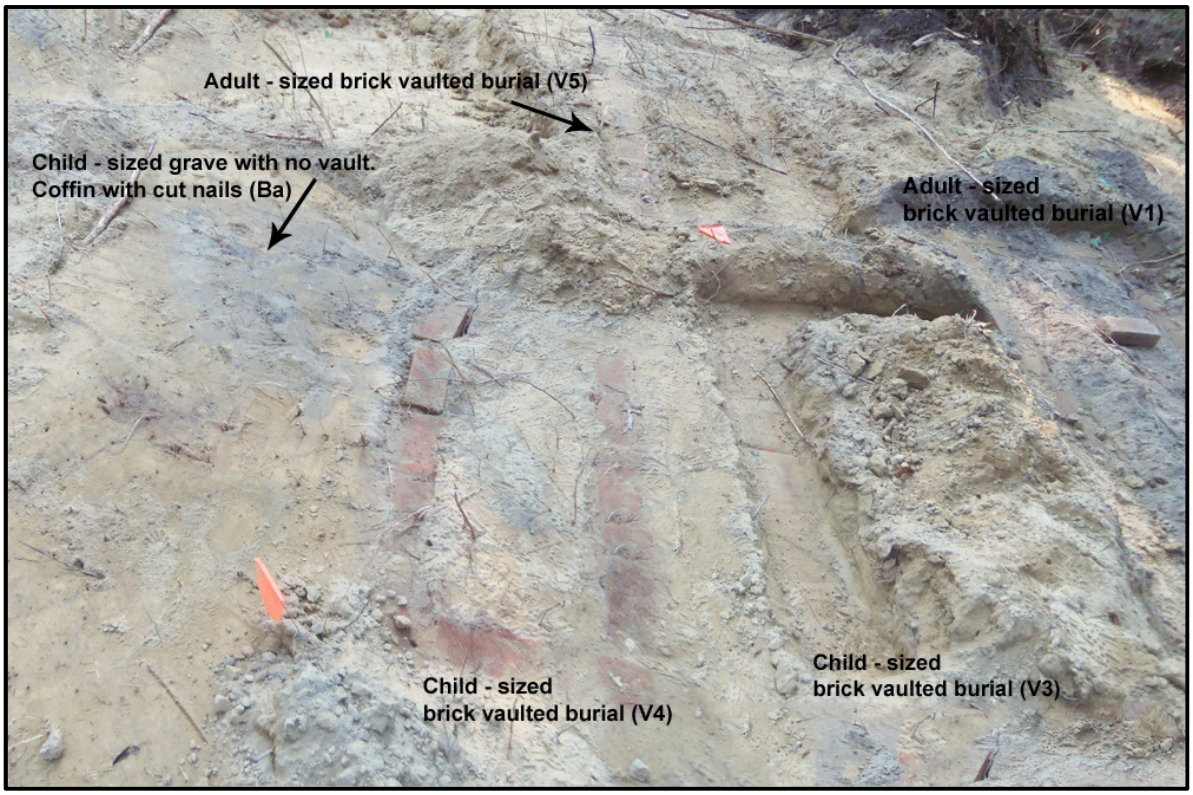
APPENDIX I: PHOTOGRAPHIC SURVEY

John C. Hall Headstone

Ann Amelia Deland Headstone (A)

John C. Hall Headstone repositioned over top of Pinch - Toe Brick Vault (V6)

Cemetery cleared of topsoils and dirt piled to the sides



Two Adult Brick Vaults, Two Child Brick Vaults, One Coffin with Cut Nails

Rectangular Shape Brick Vault (V1)

Pinch - Toe Brick Vault (V2)

APPENDIX II: QUALIFICATIONS OF PRINCIPAL INVESTIGATOR

Edward Otter, Ph.D. President and Principal of Edward Otter, Inc.

Education

2002	Ph.D., Anthropology/Archaeology Catholic University of America, Washington D.C.
1989	Master of Arts in Anthropology/Archaeology Catholic University of America, Washington D.C.
1980	Bachelor of Arts in Anthropology University of Delaware, Newark, Delaware

Capabilities

Over 30 years experience in archaeology in the Middle Atlantic United States. Work during this period has involved prehistoric and historic sites at all levels of expertise from Field Crewmember to Principal Investigator. Responsibilities have included project design and implementation, field and laboratory supervision, artifact analysis, archival research, report writing, site interpretation to the public, field and classroom instruction, and faunal analysis.

Select Recent Projects

2016	Phase I Archaeological Survey. Plain Dealing, Denton, Caroline County, Maryland.
2016	Phase I Archaeological Survey. Estuary, Sussex County, Delaware.
2015	Phase II Study. Prehistoric Site MBS-9, Millville, Sussex County, Delaware.
2014/2015	Historic Cemetery Removal. Lewes, Sussex County, Delaware.
2014	Phase I Survey. Dover International Speedway, Dover, Kent County, Delaware.
2014	Phase I Survey. Milford Delaware Water Facility, Milford, Sussex County, Delaware.
2013	Phase II Study. ECI Biogass project, Princess Anne, Somerset County, Maryland.
2013	Phase I Survey. Fusco Property, New Castle County, Delaware.
2003- 2014	Phase IA, Phase I, Phase II and Monitoring. Over 400 cell tower locations in New Jersey, Maryland, Delaware, Pennsylvania, and Virginia.
2011 - 2012	Phase I Archaeological Survey and Phase II Investigation. Proposed Hospital Location Shore Health, Easton, Talbot County, Maryland.
2010 - 2014	Restoration Studies. Handsell House, Vienna, Dorchester County, Maryland.
2003 - 2017	Cemetery Delineations/Excavations. 32 locations in Delaware and Maryland.

DELAWARE HEALTH AND SOCIAL SERVICES
Division of Public Health

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

April 27, 2020

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

Re: Friendship Hall

Dear Mr. Palkewicz:

The Division of Public Health Office of Engineering has reviewed the plans for Friendship Hall. The plans consist of:

1. Transmittal letters dated April 3, 2020 and April 24, 2020.
2. Two copies of the plans entitled "Friendship Hall" dated August 23, 2019 and revised April 14, 2020.

The water distribution plans are acceptable as submitted.

The proposed plans indicate that Friendship Hall will be an Artesian Water Company, Inc. owned consecutive system that purchases water from Tidewater Utilities, Inc. Bethany Bay/Ocean View District, PWS#DE0000221 through a master meter. An Approval to Construct will not be issued until a new water system application is accepted by the Capacity Development section of the Office of Drinking Water (ODW). It is my understanding that Artesian Water Company, Inc. will submit water billing to the Friendship Hall Home Owners Association and may ask for a variance from becoming a consecutive water system. For more information about ODW Capacity Development's review for new water systems contact Ashley Kunder at (302) 741-8590.
If you have any questions or concerns, please contact me at (302) 741-8646.

Sincerely,

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

Cc: Adam Gould, Artesian Water Company, Inc.
Alexis Virdin-Gede, Tidewater Utilities, Inc.
Ashley Kunder, ODW Capacity Development

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

Solutions, IPEM
3003 Merritt Mill Road
Salisbury, MD 21804
Attn: Don Pogwist

RE: **FRIENDSHIP HALL**
SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT
SUSSEX COUNTY TAX MAP NUMBERS 134-16.00-39.00
AGREEMENT NO. 1100

Dear Mr. Pogwist,

A review of the above referenced plans has been completed by the Sussex County Engineering Department. Please have a completed review, **with confirmation** from DNREC for this projects waste water construction permit before submitting plans for Sussex County approval. Provide five (5) sets of plans in a size of 24" x 36", one set of plans in a size of 18" x 24", and one (1) CD or file transfer of PDFs for each sheet. One set of plans will be returned to the Engineer/Consultant for their record.

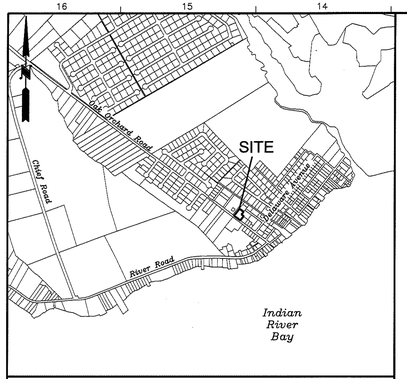
Each sheet must be signed and sealed by the Engineer and the cover sheet of the plan shall have the owner/developer's and wetland consultant signature, this includes PDFs being submitted prior to Sussex County Engineering Department approval.

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

Sincerely,

SUSSEX COUNTY ENGINEERING DEPARTMENT

Chris Calio
Planning Technician



LOCATION MAP
1" = 1/4 MILE

LEGEND

	BOUNDARY
	SETBACK
	PROPERTY LINE TO BE ABANDONED
	EXISTING RIGHT-OF-WAY
	BOUNDARY POINT
LOD	LIMIT OF DISTRUBANCE
SF	SILT FENCE
IP2	INLET PROTECTION TYPE 2

FIRE PROTECTION NOTES

1. ALL FIRE LANES, FIRE HYDRANTS, AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE DELAWARE STATE FIRE PREVENTION REGULATIONS (DSFPR 705, CHAPTER 5).
2. BUILDING WILL NOT BE PROTECTED BY AUTOMATIC SPRINKLERS.
3. WATER PROVIDER: TIDEWATER UTILITIES, INC. (FIRE PROTECTION NOT PROVIDED)
4. PROPOSED BUILDING HEIGHT: 25 FT., 1 STORY
5. PROPOSED BUILDING CONSTRUCTION: WOOD FRAME – TYPE V
6. INTENDED BUILDING USE: WATERCRAFT MAINTENANCE

DATA COLUMN

TAX MAP ID: 234-34.08-54.00

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

SITE ADDRESS: 32665 OAK ORCHARD ROAD, MILLSBORO, DE 19966

LAND USE
EXISTING: WATERCRAFT MAINTENANCE SERVICES

ZONING
EXISTING: C-1 (GENERAL COMMERCIAL DISTRICT)
GR (GENERAL RESIDENTIAL DISTRICT)

MINIMUM REQUIREMENTS	C-1	GR
FRONT SETBACK:	60 FT.	40 FT.
SIDE SETBACK:	5 FT.	10 FT.
REAR SETBACK:	5 FT.	10 FT.

MAXIMUM REQUIREMENTS
BUILDING HEIGHT: 42 FT.
PROPOSED BUILDING HEIGHT: 25 FT.

DISTURBED AREA 3,074 SQ.FT.

OPEN SPACE 5,657 SQ.FT.

UTILITIES
SEWER PROVIDER: SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT
WATER PROVIDER: TIDEWATER UTILITIES, INC. (FIRE PROTECTION NOT PROVIDED)

PARKING CALCULATION
1 PER 500 SQ.FT. OF FLOOR AREA PLUS 1 PER EMPLOYEE DURING PEAK PERIOD
2,200 SQ.FT. /500 = 4 SPACES
12 EMPLOYEES = 12 SPACES
16 TOTAL REQUIRED SPACES

EXISTING PARKING
5 UNMARKED SPACES

PROPOSED PARKING
12 UNMARKED SPACES

WETLANDS – THIS PROPERTY IS NOT IMPACTED BY WETLANDS.

FLOODPLAIN – THE PROPERTY IS LOCATED IN FLOOD ZONE AE AS DETERMINED BY FEMA PANEL 10005C0481K, EFFECTIVE MARCH 16, 2015.

THE PROPERTY IS NOT LOCATED IN A SOURCE WATER PROTECTION AREA.

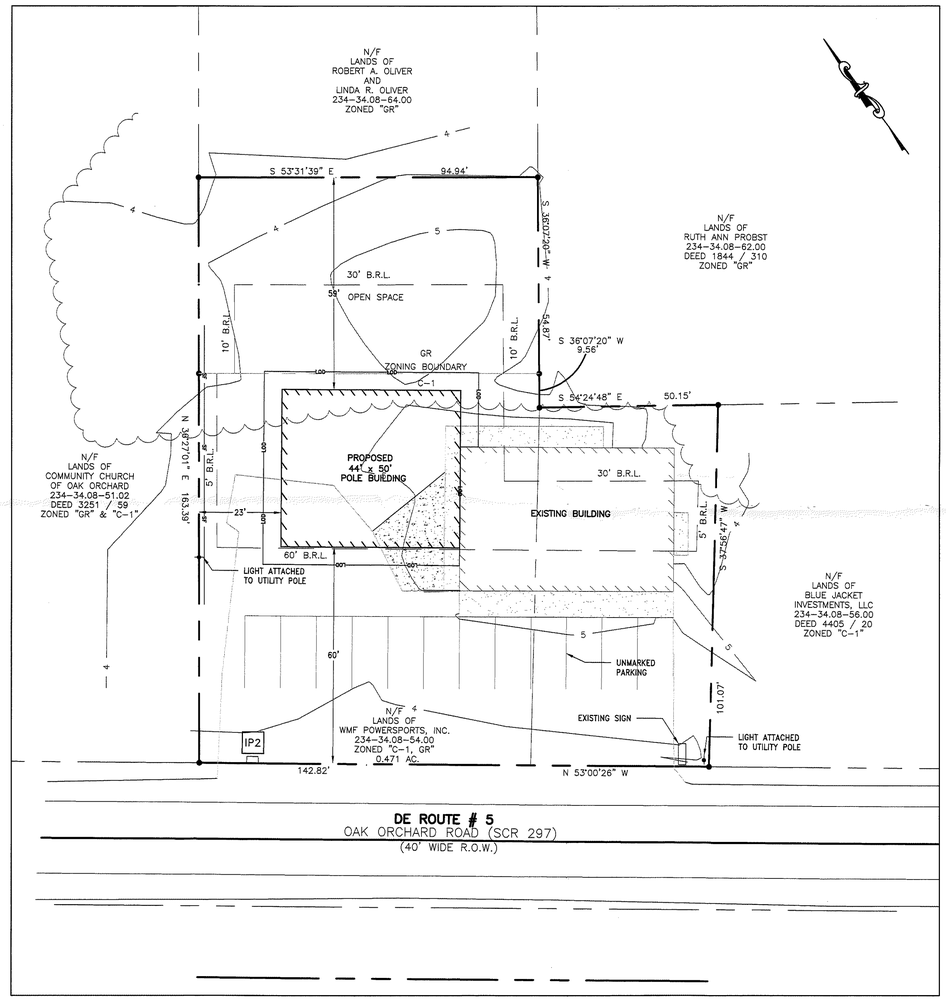
STATE STRATEGIES MAP: INVESTMENT LEVEL 3

THIS PROPERTY IS LOCATED 9,853'± TO THE SOUTH OF THE INTERSECTION OF OAK ORCHARD ROAD AND JOHN J. WILLIAMS HIGHWAY.

OAK ORCHARD ROAD POSTED SPEED LIMIT: 40 M.P.H.

OWNER/DEVELOPER
WMF POWERSPORTS, INC.
WILLIAM FORENSKI
27037 JOHN J. WILLIAMS HWY.
MILLSBORO, DE 19966

ENGINEER:
DAVIS, BOWEN, & FRIEDEL, INC.
RING W. LARDNER, P.E.
1 PARK AVE.
MILFORD, DE 19963
PHONE: 302-424-1441
FAX: 302-424-0430



OWNER'S STATEMENT

I, THE UNDERSIGNED, HEREBY STATE THAT I AM THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN; THE PLAN WAS MADE AT MY DIRECTION, I ACKNOWLEDGE THE SAME TO BE MY ACT AND DESIRE THE PLAN BE RECORDED ACCORDING TO LAW.

WMF POWERSPORTS, INC.
WILLIAM FORENSKI
27037 JOHN J. WILLIAMS HWY.
MILLSBORO, DE 19966

DATE

ENGINEER'S STATEMENT

I, RING W. LARDNER, 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.
by RING W. LARDNER, P.E.

DATE

DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543-4901
MILFORD, DELAWARE (302) 424-1441
EASTON, MARYLAND (410) 770-4744

SITE PLAN

WMF WATERCRAFT AND MARINE
LEWES AND REHOBOTH HUNDRED
SUSSEX COUNTY, DELAWARE

Revisions:

Date: FEBRUARY, 2020
Scale: 1" = 20'
Dwn.By: BJM
Proj.No.: 2491A003
Dwg.No.: 1

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P:\WMF Watercraft\Pole Building - Parcel 2-34-34.08-54.00\Design\2491A0003 - SITE PLAN.dwg Aug 06, 2021 - 9:39am MASB

DAVIS
BOWEN &
FRIEDEL, INC.

ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS

Michael R. Wigley, AIA, LEED AP
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA
Jason P. Loar, P.E.
Ring W. Lardner, P.E.
Jamie L. Sechler, P.E.

October 8, 2020

Sussex County Planning and Zoning
2 The Circle
Georgetown, DE 19947

Attn: Jenny Norwood

RE: **WMF Powersports**
Final Check Print Pole Building
Oak Orchard Drive
DBF # 2491A003.B01

Dear Ms. Norwood:

On behalf of our client, WMF Powersports, Inc., we are pleased to submit a check print of the final site plan for a proposed pole building. Upon receipt of permission to submit final plans we will also submit the final lot consolidation plan to be recorded. Attached to this letter are the following item:

- Final Site Plan
- DelDOT Letter of No Contention
- Fire Marshal Approval
- Sussex Conservation District

The Planning and Zoning Commission expressed a desire for interconnectivity for the parcel. The interconnectivitiy is not able to be provided for the following reasons:

- The minimum width of a cross access easement is 24' for two-way vehicles
- According to DelDOT Regulations, the minimum distance between a cross access easement and entrance onto a State Road way is 60'.
- DelDOT did not request or require an interconnection for this project.
- The proposed project does not have a defined entrance (uncurbed access).
- The front yard setback is 60' and the proposed addition is 60' from the right-of-way and the existing structure is less than 60' from the right of way.
- The parking spaces are located 21' from the ROW.
- The parcel is bound to the left by a paper street (Parcel 51.02) and to the right by an approximately 10,000 SF lot (Parcel 56.00) whose parking is closer to the right-of-way than the proposed project.

☐ 601 E. MAIN STREET, SUITE 100, SALISBURY, MD 21804 • 410-543-9091
☐ 1 PARK AVENUE, MILFORD, DE 19963 • 302-424-1441
☐ 106 N. WASHINGTON STREET, SUITE 103, EASTON, MD 21601 • 410-770-4744
www.dbfinc.com

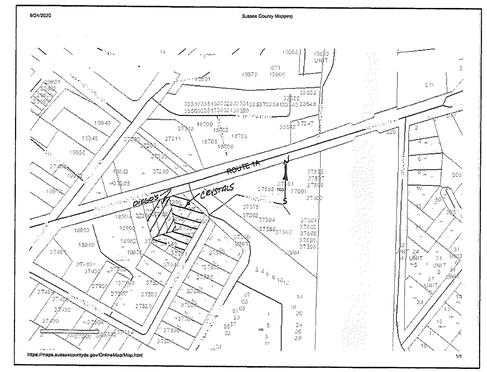
We thank you in advance for re-considering our request to waive the interconnectivity to adjacent parcels. We also respectfully request to be placed on the October 22, 2020 Planning and Zoning Commission Agenda.

Should you have any questions or need additional information, please do not hesitate to contact me at (302) 424-1441, or via email at rwl@dbfinc.com.

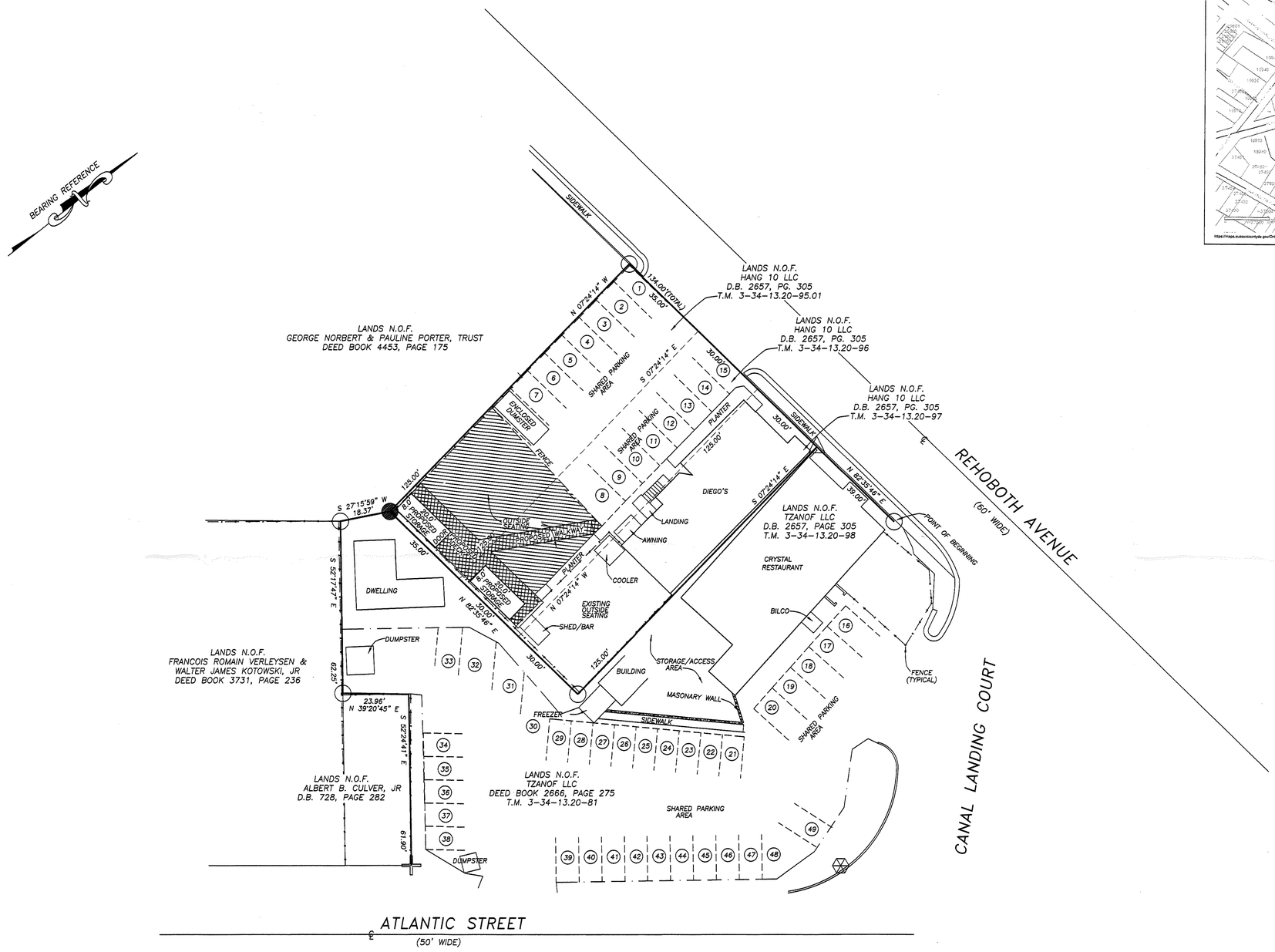
Respectfully Submitted,
Davis, Bowen & Friedel, INC.

Ring W. Lardner, P.E.
Principal

P:\WMF Watercraft\Pole Builidng - Parcel 2-34-34.08-54.00\Documents\P&Z\2020-10-08 Pole Building Final Check Print\Final Check Print Cover Letter.docx



vicinity map



PLAN FOR ADDITIONAL OUTSIDE SEATING FOR DIEGO'S HIDEAWAY

SHOWING SEATING AND STORAGE AREAS ALONG WITH SHARED PARKING WITH CRYSTAL RESTAURANT
CRYSTALS UTILIZES THE PARKING BEFORE 5 PM AND DIEGO'S USES IT AFTER 5 PM

NOTES:

1) CLASS "B", SUBURBAN SURVEY
2) SOURCE OF TITLE: DEED BOOK 2666, PAGE 275, DEED BOOK 2657, PAGE 305, DEED BOOK 4865, PAGE 167
3) THIS BOUNDARY SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT AND IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHTS OF WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH

LEGEND:

- ⊕ FOUND BOLT
- + FOUND "T" BAR
- ○ FOUND IRON PIPE
- ● FOUND IRON BAR
- △ FOUND DRILL HOLE

CHARLES E. ADAMS, JR., P.L.S. 506

Prepared By
ADAMS-KEMP ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
AND PLANNERS
217 SOUTH RACE STREET
GEORGETOWN, DELAWARE 19947
PHONE: (302) 856-6699
WWW.ADAMSKEMP.COM

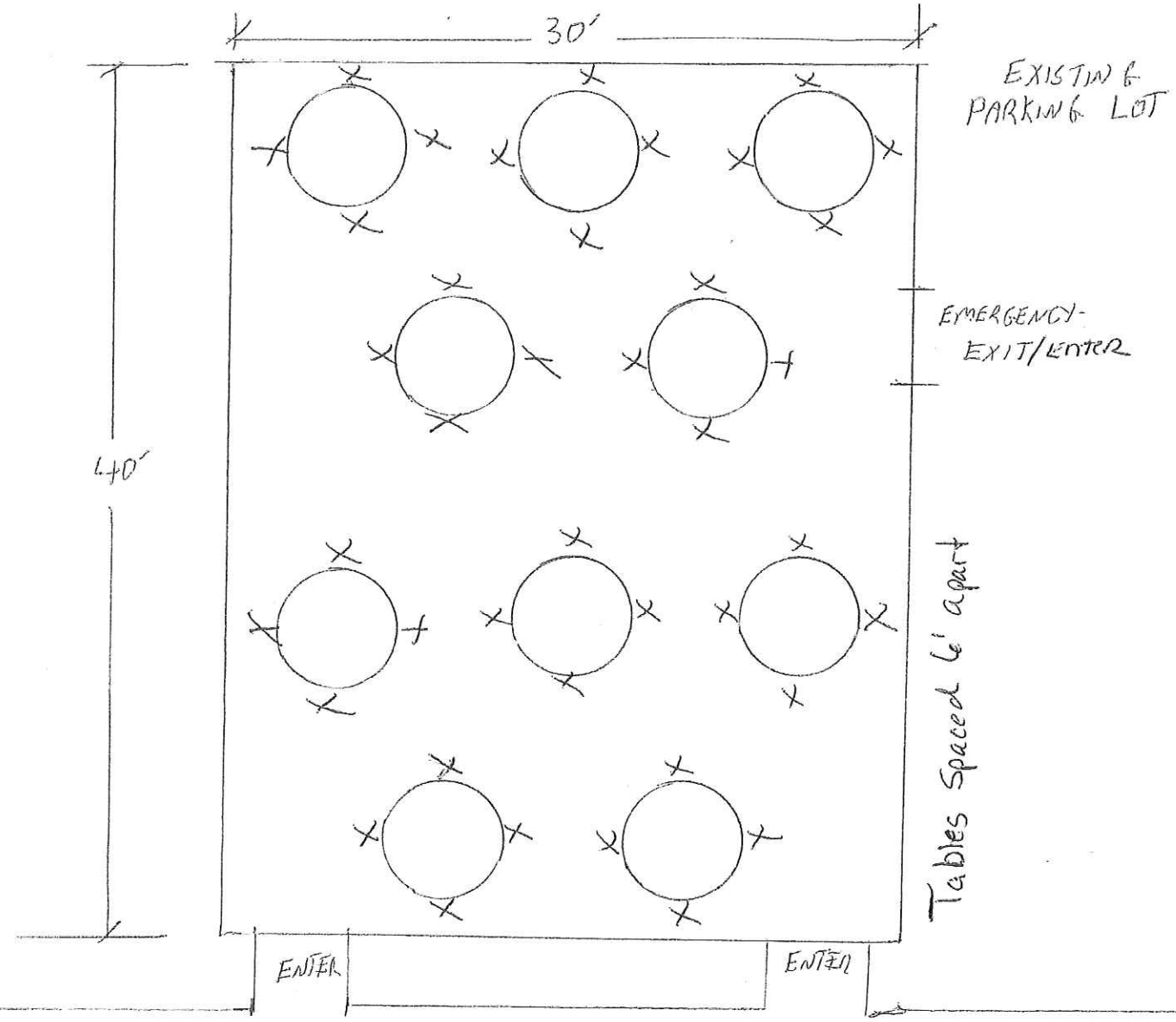
SITE PLAN

PREPARED FOR

HANG 10 LLC

SITUATED IN
CITY OF REHOBOTH, LEWES & REHOBOTH HUNDRED,
SUSSEX COUNTY, STATE OF DELAWARE
SCALE: 1" = 20'
DATE: SEPTEMBER 14, 2020

PLAN NO. 200815-D



EXISTING PATIO

DOORS TO MAIN BUILDING

APPROVED
Temporary Outdoor Seating
Until 7/31/2021
SUSSEX COUNTY
PLANNING & ZONING COMMISSION
Unless Extended by the Governor of Delaware

Lauren Devore
Planner I
Sussex County
Planning and Zoning
302-855-7878

September 27, 2020

RE: Diego's Permanent Usage of Pasqualini's Parking Lot

Dear Lauren Devore

Please note that, Kathy Pasqualini, an adjacent property owner is permitting Diego's Bar located at 37298 Rehoboth Ave. Tax Parcels: 334-13.20-97.00, 96.00 & 95.01 to use her parking lot for additional cars on a permanent basis.

Thank you

Kathy Pasqualini

Lauren Devore
Planner I
Sussex County
Planning and Zoning
302-855-7878

September 27, 2020

RE: Diego's Permanent Usage of Crystal Parking Lot

Dear Lauren Devore

Please note that, Julie A. Tsolakis, an adjacent property owner is permitting Diego's Bar located at 37298 Rehoboth Ave. Tax Parcels: 334-13.20-97.00, 96.00 & 95.01 to use her parking lot for additional cars on a permanent basis.

Thank you

Julie A Tsolakis

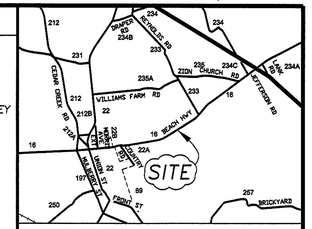
Julie A Tsolakis
(302) 542-7180

ORDINANCE NO. 2688:

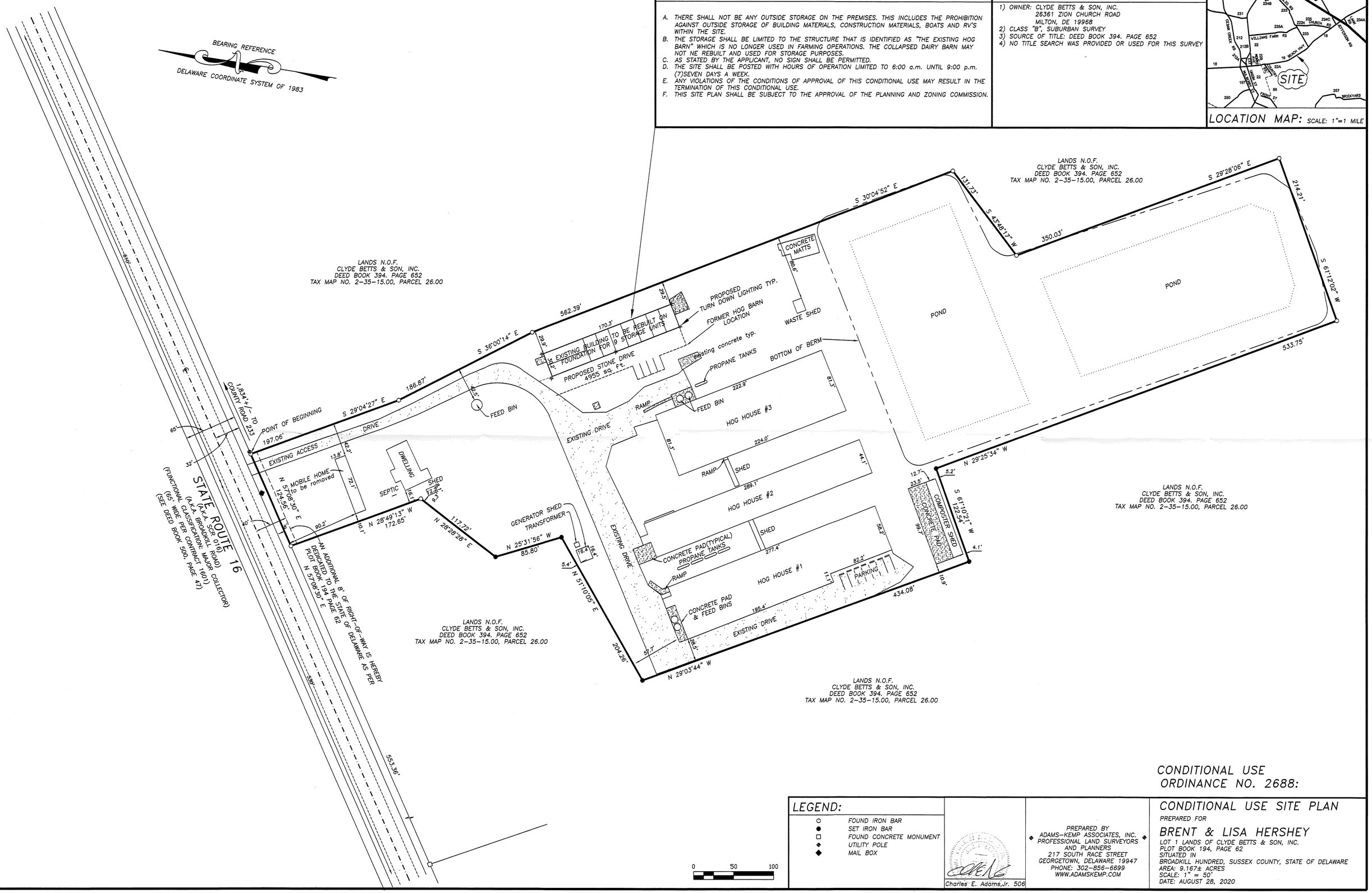
A. THERE SHALL NOT BE ANY OUTSIDE STORAGE ON THE PREMISES. THIS INCLUDES THE PROHIBITION AGAINST OUTSIDE STORAGE OF BUILDING MATERIALS, CONSTRUCTION MATERIALS, BOATS AND RV'S WITHIN THE SITE.
B. THE STORAGE SHALL BE LIMITED TO THE STRUCTURE THAT IS IDENTIFIED AS "THE EXISTING HOG BARN" WHICH IS NO LONGER USED IN FARMING OPERATIONS. THE COLLAPSED DAIRY BARN MAY NOT NE REBUILT AND USED FOR STORAGE PURPOSES.
C. AS STATED BY THE APPLICANT, NO SIGN SHALL BE PERMITTED.
D. THE SITE SHALL BE POSTED WITH HOURS OF OPERATION LIMITED TO 6:00 a.m. UNTIL 9:00 p.m. (7)SEVEN DAYS A WEEK.
E. ANY VIOLATIONS OF THE CONDITIONS OF APPROVAL OF THIS CONDITIONAL USE MAY RESULT IN THE TERMINATION OF THIS CONDITIONAL USE.
F. THIS SITE PLAN SHALL BE SUBJECT TO THE APPROVAL OF THE PLANNING AND ZONING COMMISSION.

DATA COLUMN:

1) OWNER: CLYDE BETTS & SON, INC.
26361 ZION CHURCH ROAD
MILTON, DE 19968
2) CLASS "B", SUBURBAN SURVEY
3) SOURCE OF TITLE: DEED BOOK 394. PAGE 652
4) NO TITLE SEARCH WAS PROVIDED OR USED FOR THIS SURVEY



LOCATION MAP: SCALE: 1"=1 MILE



CONDITIONAL USE ORDINANCE NO. 2688:

LEGEND:

- ○ FOUND IRON BAR
- ● SET IRON BAR
- □ FOUND CONCRETE MONUMENT
- ◆ UTILITY POLE
- ◆ MAIL BOX

Charles E. Adams,Jr. 506

PREPARED BY
ADAMS-KEMP ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
AND PLANNERS
217 SOUTH RACE STREET
GEORGETOWN, DELAWARE 19947
PHONE: 302-856-6699
WWW.ADAMSKEMP.COM

CONDITIONAL USE SITE PLAN

PREPARED FOR

BRENT & LISA HERSHEY

LOT 1 LANDS OF CLYDE BETTS & SON, INC.
PLOT BOOK 194, PAGE 62
SITUATED IN
BROADKILL HUNDRED, SUSSEX COUNTY, STATE OF DELAWARE
AREA: 9.167± ACRES
SCALE: 1" = 50'
DATE: AUGUST 28, 2020

NOTES:

1. THE BOUNDARY INFORMATION SHOWN ON THIS PLAT WAS TAKEN FROM DOCUMENTS OF PUBLIC RECORD AS WELL AS AN ACTUAL FIELD SURVEY BY PENNONI ASSOCIATES INC.
VERTICAL DATUM NAVD 88, HORIZONTAL DATUM DELAWARE STATE PLANE NAD 83/91.

2. BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) 10005C 0326 J, EFFECTIVE DATE JANUARY 6, 2005, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE 'X', UNSHADED, WHICH IS AN AREA DETERMINED TO LIE OUTSIDE THE 500 YEAR FLOOD PLAIN AND FLOOD ZONE 'A', NO BASE FLOOD ELEVATION, WHICH IS CONSIDERED A FLOOD HAZARD ZONE (SEE NOTE 38).

3. THIS PROPERTY IS CURRENTLY ZONED 'AR-1'.

4. SUBJECT PROPERTY IS ON THE EAST SIDE OF SUSSEX COUNTY ROAD 290 (COOL SPRING ROAD) APPROXIMATELY 635 FEET SOUTH OF SUSSEX COUNTY ROAD 262 (FISHER ROAD).

5. DEED REFERENCE:
3-34-10 P.67
LANDS N/F COOL SPRING EQUITIES, L.L.C.
DEED BOOK 2857, PAGE 212

6. TOTAL AREA OF THIS SUBDIVISION IS 45.05 ACRES ±.

7. STORMWATER SHALL BE HANDLED THROUGH THE DESIGN OF DRY, INFILTRATION, AND WET PONDS THAT WILL BE LOCATED ON SITE. THE MAINTENANCE OF ALL STORMWATER MANAGEMENT FACILITIES CONSTRUCTED WITHIN THIS SITE SHALL BE THE RESPONSIBILITY OF THE DEVELOPER UNTIL SUCH TIME AS A HOMEOWNER ASSOCIATION CAN PROVIDE FOR SAID MAINTENANCE.

8. THE SITE BENCHMARKS ARE TWO CONCRETE MONUMENTS ON THE MAIN PROPERTY BOUNDARY, AS SHOWN ON THE PLAN. DATUM IS NAVD 88.

9. ALL PROPOSED ROADS SHOWN ARE PRIVATE STREETS AND TO BE MAINTAINED BY THE DEVELOPER UNTIL SUCH TIME AS A HOMEOWNERS ASSOCIATION CAN PROVIDE FOR SAID MAINTENANCE. THE STATE AND COUNTY ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF THESE STREETS.

10. COMMON AREA: AN AREA OWNED AND USED IN COMMON BY RESIDENTS OF THE SUBDIVISION FOR RECREATION, LANDSCAPING AND STORMWATER MANAGEMENT.

11. ACCESS TO ALL LOTS SHALL BE FROM THE INTERNAL SUBDIVISION STREET. NO DIRECT ACCESS TO SCR 290 WILL BE PERMITTED.

12. SANITARY SEWER FOR THIS SITE WILL BE INDIVIDUAL SEPTIC SYSTEMS.

13. WATER FOR THIS SITE WILL BE INDIVIDUAL WELLS.

14. ALL FIRE LANES, FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE DELAWARE STATE FIRE PREVENTION REGULATIONS.

15. THIS PROPERTY IS 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 NOW OR IN THE FUTURE INVOLVE NOISE, DUST, MANURE AND OTHER ODORS, THE USE OF AGRICULTURAL CHEMICALS AND NIGHTTIME 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.

16. THIS SITE 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.

17. THE PROPERTY WILL BE BUILT AS TWO PHASES.

18. THE SUSSEX CONSERVATION DISTRICT RESERVES THE RIGHT TO ADD, DELETE, OR MODIFY ANY EROSION AND SEDIMENT CONTROL MEASURES AS THEY DEEM NECESSARY.

19. ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY, BUT NOT IN PAVEMENT, SHALL BE TOPSOILED (6" MINIMUM), FERTILIZED AND SEEDED.

20. THE PROPOSED ENTRANCES/EXITS ARE PROPOSED ONLY, AND ARE SUBJECT TO REVIEW AND APPROVAL BY THE DELAWARE DEPARTMENT OF TRANSPORTATION BEFORE A CONSTRUCTION PERMIT IS ISSUED.

21. A 72 HOUR (MINIMUM) NOTICE SHALL BE GIVEN TO THE DISTRICT PERMIT SUPERVISOR PRIOR TO STARTING ENTRANCE CONSTRUCTION.

22. MISS UTILITY SHALL BE NOTIFIED THREE (3) DAYS PRIOR TO EXCAVATION.

23. ALL SIGNING FOR MAINTENANCE OF TRAFFIC IS THE CONTRACTORS RESPONSIBILITY, AND SHALL FOLLOW THE GUIDELINES SHOWN IN LATEST EDITION OF "DELAWARE TRAFFIC CONTROLS FOR STREETS AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY, AND EMERGENCY OPERATIONS."

24. DESIGN, FABRICATION, AND INSTALLATION OF ALL PERMANENT SIGNING SHALL BE AS OUTLINED IN THE "GUIDE FOR FABRICATION AND INSTALLATION OF TRAFFIC CONTROL DEVICES".

25. NO BUILDING PERMIT SHALL BE ISSUED UNTIL EITHER ALL REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED, CONSTRUCTED, OR PLACED FOR THE LOT FOR WHICH THE PERMIT WILL BE ISSUED IN A MANNER ACCEPTABLE BY THE COUNTY AND STATE, OR UNTIL THE DEVELOPER FILES A PERFORMANCE BOND OR OTHER GUARANTEE WITH THE COUNTY FOR ANY UNCOMPLETED PUBLIC OR PRIVATE STREET OR OTHER REQUIRED IMPROVEMENT.

26. ALL PROPOSED FOREST BUFFERS ARE TO BE MAINTAINED BY THE DEVELOPER UNTIL SUCH TIME AS A HOMEOWNERS ASSOCIATION CAN PROVIDE FOR SAID MAINTENANCE.

27. CUL DE SACS SHALL HAVE A PAVED RADIUS OF 38' AND PARKING IS PROHIBITED ON CUL DE SAC. ALL ACCESS TO DWELLINGS SHALL BE CLEARED A MINIMUM OF 18' WIDE.

28. ALL SINGLE FAMILY HOMES TO BE WOOD FRAME CONSTRUCTION WITH A MAXIMUM BUILDING HEIGHT OF THREE STORIES, NOT TO EXCEED 42'.

29. MAINTENANCE OF THE STREETS AND SIDEWALK WITHIN THE SITE AND THE MULTI-USE PATH ALONG THE PROPERTY FRONTAGE WILL BE THE RESPONSIBILITY OF THE DEVELOPER AND/OR THE PROPERTY OWNERS WITHIN THIS SITE. DELDOT OR THE STATE AND COUNTY ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF THESE STREETS, SIDEWALKS AND THE MULTI-USE PATH.

30. ALL SIDE AND REAR LOT LINES ARE RESERVED FOR THE CENTERLINE OF A 10' WIDE DRAINAGE AND/OR UTILITY EASEMENT FOR A TOTAL EASEMENT WIDTH OF AT LEAST 10 FEET ALONG A LOT LINE COMMON TO TWO LOTS. ALL FRONT LOT LINES AND OUTSIDE BOUNDARY LINES SHALL HAVE A TEN (10) FEET WIDE EASEMENT ON THE INTERIOR SIDE OF THE BOUNDARY. NO BUILDING, STRUCTURE OR OTHER PERMANENT OBSTRUCTION SHALL BE PLACED ON ANY EASEMENT.

31. NO ENTRANCE AND/OR ROADWAY CONSTRUCTION ALONG SCR 290 SHALL OCCUR BEGINNING ON MAY 15TH AND ENDING ON SEPTEMBER 15TH.

32. ALL SIDEWALKS LOCATED ON INTERNAL SUBDIVISION STREETS SHALL BE LOCATED WITHIN AN 6' WIDE EASEMENT STARTING AT THE RIGHT-OF-WAY LINE. THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL SIDEWALK MAINTENANCE UNTIL SUCH TIME A HOMEOWNERS ASSOCIATION IS ESTABLISHED, AT WHICH TIME MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

33. ALL SIDEWALKS (IF PART OF THE DEVELOPMENT) MUST BE INSTALLED FOR THE PROJECT TO ACHIEVE SUBSTANTIAL COMPLETION FROM THE PUBLIC WORKS DIVISION.

34. ALL ENTRANCES SHALL CONFORM TO THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION (DELDOT) STANDARDS AND REGULATIONS FOR SUBDIVISION STREETS AND STATE HIGHWAY ACCESS AND WILL BE SUBJECT TO ITS APPROVAL.

35. SUBDIVISION STREETS CONSTRUCTED WITHIN THE LIMITS OF THE RIGHT-OF-WAY 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.

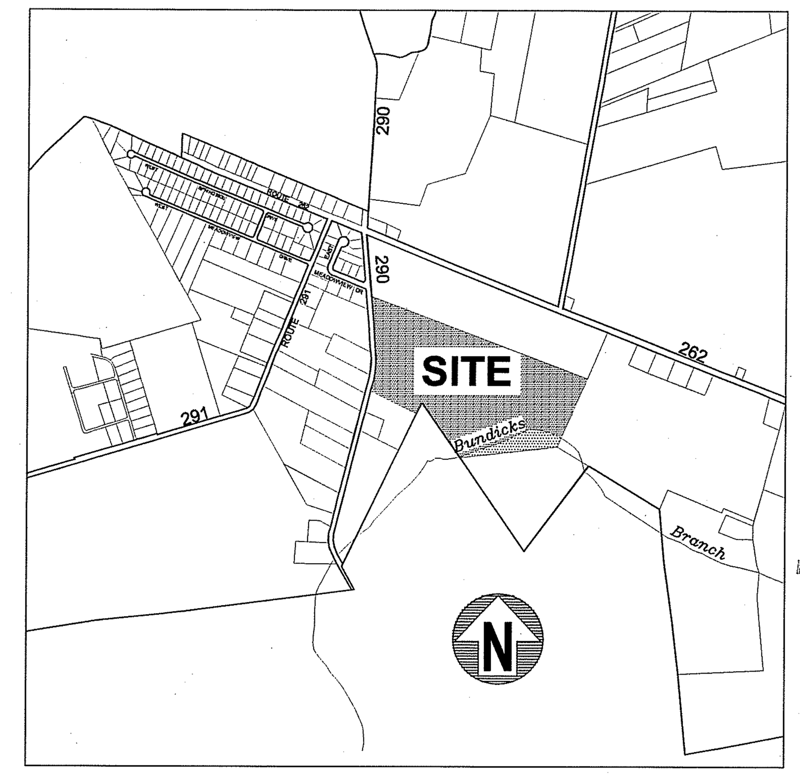
36. THE SIDEWALK AND MULTI MODAL PATH SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, THE PROPERTY OWNERS OR BOTH WITHIN THIS SUBDIVISION. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF THE SIDEWALK AND/OR MULTI MODAL PATH.

37. ALL LOTS SHALL HAVE ACCESS FROM THE INTERNAL SUBDIVISION STREET. EACH LOT WILL BE PERMITTED TO HAVE ONLY ONE ACCESS POINT TO SERVE THE ENTIRE PARCEL. HORSESHOE DRIVEWAYS WILL NOT BE PERMITTED. DRIVEWAYS WILL NOT BE PERMITTED TO BE PLACED AT CATCH BASIN LOCATIONS.

38. THE APPROXIMATE ZONE "A" BASE FLOOD ELEVATION (BFE) FOR LOTS WITHIN THE ZONE A BOUNDARY SHOWN ON MAP 10005C0326J, DATED JANUARY 6, 2005 AND THESE PLANS IS ELEVATION 26.0'. UNTIL A NOTICE OF FINAL BFE HAS BEEN DETERMINED BY FEMA, SPRING TOWN FARM IS GIVEN THE DISCRETION IN USING THE PRELIMINARY FLOODPLAIN STUDY DATA SUBMITTED TO SUSSEX COUNTY TO THE EXTENT THAT THE TECHNICAL OR SCIENTIFIC VALIDITY OF THE PROPOSED FLOOD ELEVATION DATA REPRESENTS THE BEST AVAILABLE DATA TO DATE.

39. THE MINIMUM FINISH FLOOR ELEVATION (FFE) FOR ALL HOMES SHALL BE NO LESS THAN ELEVATION 28.0'.

40. STREET LIGHTS WILL BE PROVIDED BY DELAWARE ELECTRIC COOP THROUGHOUT THE SUBDIVISION BASED ON THEIR MINIMUM SPACING AND DESIGN REQUIRMENTS.



BK: 200 PG: 50
19733

VICINITY MAP
SCALE: 1" = 1/2 MILE

SPRING TOWN FARMS

PROPOSED 41 SINGLE FAMILY LOTS
FINAL SUBDIVISION PLANS
COOL SPRING ROAD , MILTON , DELAWARE 19968

SHEET NO.:	TITLE
CS-1001	COVER SHEET
CS-1002-CS-1005	FINAL SUBDIVISION PLANS
CS-2001-CS-2004	LANDSCAPING PLANS

SUBDIVISION #2007-43
SPRING TOWN FARMS SUBDIVISION

CONDITIONS OF APPROVAL:

A. THERE SHALL BE NO MORE THAN 41 LOTS WITHIN THE SUBDIVISION.
B. THE APPLICANT SHALL FORM A HOMEOWNERS' ASSOCIATION RESPONSIBLE FOR THE PERPETUAL MAINTENANCE OF STREETS, ROADS, ANY BUFFERS, STORM WATER MANAGEMENT FACILITIES, EROSION AND SEDIMENTATION CONTROL FACILITIES AND OTHER COMMON AREAS.
C. THE STORM WATER MANAGEMENT SYSTEM SHALL MEET OR EXCEED THE REQUIREMENTS OF THE STATE AND COUNTY. IT SHALL BE CONSTRUCTED AND MAINTAINED USING BEST MANAGEMENT PRACTICES.
D. ALL ENTRANCES SHALL COMPLY WITH ALL OF DELDOT'S REQUIREMENTS, AND AN AREA FOR A SCHOOL BUS STOP SHALL BE ESTABLISHED. THE LOCATION OF THE SCHOOL BUS STOP SHALL BE COORDINATED WITH THE LOCAL SCHOOL DISTRICT.
E. ROAD NAMING AND ADDRESSING SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE SUSSEX COUNTY MAPPING AND ADDRESSING DEPARTMENT.
F. THE FINAL SITE PLAN SHALL CONTAIN THE APPROVAL OF THE SUSSEX CONSERVATION DISTRICT FOR THE DESIGN AND LOCATION OF ALL STORM WATER MANAGEMENT FACILITIES AND EROSION AND SEDIMENTATION CONTROL FACILITIES.
G. A 30-FOOT FORESTED AGRICULTURAL BUFFER SHALL BE SHOWN ALONG BOUNDARIES BORDERING ON ANY LAND USED PRIMARILY FOR ANY AGRICULTURAL PURPOSE. THE FINAL SITE PLAN SHALL ALSO CONTAIN A LANDSCAPE PLAN FOR ALL OF THE OTHER BUFFER AREAS, SHOWING ALL OF THE LANDSCAPING AND VEGETATION TO BE INCLUDED IN THE BUFFER AREAS.
H. THE DEVELOPER SHALL MAINTAIN AS MANY EXISTING TREES AS POSSIBLE. THE UNDISTURBED FORESTED AREAS SHALL BE SHOWN ON THE FINAL SITE PLAN.
I. NO WETLAND SHALL BE INCLUDED WITH IN ANY LOTS.
J. A SYSTEM OF STREET LIGHTING SHALL BE ESTABLISHED.
K. ~~SIDEWALKS SHALL BE LOCATED ON ONE SIDE OF ALL STREETS.~~ REMOVED PER 12/19/13 P&Z APPROVAL OF CONDITIONS.
L. AS STATED BY THE APPLICANT, THERE SHALL BE A WALKING PATH THROUGHOUT THE SUBDIVISION ALONG THE REAR OF ALL OF THE LOTS.
M. THE SUBDIVISION SHALL BE SERVED BY INDIVIDUAL ON-SITE SEPTIC DISPOSAL SYSTEMS DESIGNED IN ACCORDANCE WITH DNREC SPECIFICATIONS.
N. ALL SILT FENCING SHALL BE LOCATED TO THE INTERIOR SIDE OF ALL BUFFER AREAS.
O. A LOCATION FOR A PICNIC AREA, TOT LOT AND SUPPORTING BENCHES SHALL BE SHOWN ON THE FINAL SITE PLAN.
P. ~~THE BERM/LANDSCAPE FEATURE SHALL BE GRASSED AT A MINIMUM AND ANY ADDITIONAL PLANTINGS AT THE APPLICANTS CHOICE SHALL BE SHOWN ON THE FINAL SITE PLAN.~~ REMOVED PER 12/19/13 P&Z APPROVAL OF CONDITIONS.
Q. THIS PRELIMINARY APPROVAL IS CONTINGENT UPON THE APPLICANT SUBMITTING A REVISED PRELIMINARY SITE PLAN EITHER DEPICTING OR NOTING THE CONDITIONS OF THIS APPROVAL ON IT. STAFF SHALL APPROVE THE REVISED PLAN UPON THE CONFIRMATION THAT THE CONDITIONS OF APPROVAL HAVE BEEN DEPICTED OR NOTED ON IT.
R. THE FINAL SITE PLAN SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE PLANNING AND ZONING COMMISSION.

APPROVED BY:
[signature] 7.1.14
~~CHAIRMAN OR~~ SECRETARY OF PLANNING AND ZONING COMMISSION DATE
[signature] 6/27/14
PRESIDENT OF SUSSEX COUNTY COUNCIL DATE

APPROVED
Per PZ Comm. 6.26.14
LBL 7.1.14
SUSSEX COUNTY
PLANNING & ZONING COMMISSION
9 Sheets

OWNER/DEVELOPER
COOL SPRING EQUITIES, L.L.C.
P.O. BOX 212
LEWES, DE 19958
(302) 644-1400

ENGINEER/SITE DESIGNER
PENNONI ASSOCIATES INC.
18072 DAVIDSON DRIVE
MILTON, DE 19968
(302) 684-8030

SURVEYOR
PENNONI ASSOCIATES INC.
18072 DAVIDSON DRIVE
MILTON, DE 19968
(302) 684-8030

WASTEWATER ENGINEER
TIDEWATER ENVIRONMENTAL SERVICES, INC.

WETLANDS DELINEATION
THOM NOBILE/ED LAUNAY
ENVIRONMENTAL RESOURCES INC.
38173 DUPONT BOULEVARD
SELBYVILLE, DE 19975
(302) 436-9637

SCHOOL DISTRICT
CAPE HENLOPEN

FIRE DISTRICT
MILTON

WATER UTILITY
INDIVIDUAL WELLS

SEWER UTILITY
SEPTIC SYSTEMS

ELECTRIC
DELAWARE ELECTRIC CO-OP

TELECOMMUNICATION
VERIZON

CATV
COMCAST

GAS
POORE'S PROPANE

POSTAL DISTRICT
MILTON (19968)

ABBREVIATIONS

AADT	ANNUAL AVERAGE DAILY TRAFFIC
ADT	AVERAGE DAILY TRAFFIC
Ac.	ACRES
B.R.L.	BUILDING RESTRICTION LINE
CB	CATCH BASIN
℄	CENTER LINE
CN	CURVE NUMBER
C.F.	CUBIC FEET
CMF	CONCRETE MONUMENT FOUND
CMP	CORRUGATED METAL PIPE
CMS	CONCRETE MONUMENT SET
C/O	CLEAN OUT
DE RTE.	DELAWARE ROUTE
DET.	DETAIL
ESMT.	EASEMENT
EX.	EXISTING
F.F.	FIRST FLOOR ELEVATION
HC	HANDICAP (RAMPS OR PARKING SPACES)
HYD	FIRE HYDRANT
I.I.	INVERT IN
I.O.	INVERT OUT
IPF	IRON PIPE FOUND
IPS	IRON PIPE SET
LAT.	SANITARY SEWER LATERAL CONNECTION
MAX.	MAXIMUM
MH	MANHOLE
MIN.	MINIMUM
N-12 ADS	ADVANCED DRAINAGE SYSTEMS N-12 PLASTIC PIPE
N/F	NOW OR FORMERLY (REFERRING TO OWNERSHIP)
NTS	NOT TO SCALE
P.E.	PROFESSIONAL ENGINEER
P.L.S.	PROFESSIONAL LAND SURVEYOR
PL	PROPERTY LINE
P/O	PORTION OF (PARCEL)
PROP.	PROPOSED
PVC	POLY-VINYL CHLORIDE
PVMT.	PAVEMENT
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT OF WAY
SAN. SEW.	SANITARY SEWER
S.C.R.	SUSSEX COUNTY ROUTE
S.F.	SQUARE FEET
S.N.	STRUCTURAL NUMBER (PAVING)
STA	STATION
STM. SEW.	STORM SEWER
TYP.	TYPICAL
WAT.	WATER
W.M.	WATER METER
W.V.	WATER VALVE

LEGEND

PL
R.O.W. LINE
SUBDIVISION LOT LINE
EDGE OF PAVEMENT
B.R.L.
7 LOT NUMBER
PIPE
P POWER LINE R.O.W.
EXISTING WOODS LINE
PROPOSED EDGE OF LAKE
40 EXISTING CONTOURS
DENOTES NON-TIDAL WETLANDS AREA
DENOTES WETLANDS BUFFER AREA
FENCE
℄
SOILS BOUNDARY
UTILITY POLE
B PROPOSED BERM

NOTE:

1) DelDOT nor the state will not maintain the multi-use path.
2) Plan location and dimensions shall be strictly adhered to unless otherwise directed by the District Permit Supervisor.
3) No landscaping shall be permitted within DelDOT right-of-way.
4) All subdivision lots shall have access from internal subdivision streets. No access to SCR 290 will be permitted
5) The sidewalk and multi-use paths will have a 2% slope (maximum).

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

[signature]
COOL SPRING EQUITIES, L.L.C. DATE
c/o PRESTON DYER
P.O. BOX 212
LEWES, DE 19958
PHONE: (302) 644-1400

WETLANDS CERTIFICATION STATEMENT :
I, PATRICK MORELAND, PWS, CERTIFY THAT THIS PROPERTY HAS BEEN EXAMINED FOR WETLANDS AND WATERS OF THE UNITED STATES IN ACCORDANCE WITH THE CRITERIA FOUND IN THE 1987 U.S. ARMY CORPS OF ENGINEERS WETLAND DELINEATION MANUAL AND ASSOCIATED STATE WETLANDS REGULATIONS. THE DELINEATION HERE SHOWN, IN MY BEST PROFESSIONAL JUDGEMENT, ACCURATELY DEPICTS THE FEDERAL AND/OR STATE WETLANDS BOUNDARIES PRESENT WITHIN THE PROJECT AREA.

[signature] 6-9-14
PATRICK MORELAND (PROFESSIONAL WETLAND SCIENTIST NO. 1855) DATE
ENVIRONMENTAL RESOURCES, INC.
P.O. BOX 169
SELBYVILLE, DE 19975

SITE DESIGNER CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLIES WITH THE APPLICABLE ORDINANCES OF SUSSEX COUNTY AND LAWS OF THE STATE OF DELAWARE.

[signature] 5/15/14
CARLTON SAVAGE, PE #16457 DATE
PENNONI ASSOCIATES INC.
18072 DAVIDSON DRIVE
MILTON, DE 19968 - (302) 684-8030 - FAX # (302) 684-8054

APPROVED
SUSSEX CONSERVATION DISTRICT
SEDIMENT CONTROL & STORMWATER MANAGEMENT
Reviewed By ______ Date ______
Approved By [signature] Date 6/24/14

PROFESSIONAL SEAL
CARLTON R. SAVAGE JR. LICENSE No. 16457 DELAWARE PROFESSIONAL ENGINEER

Pennoni
Pennoni Associates Inc. Consulting Engineers
18072 Davidson Drive
Milton, DE 19968 (302) 684-8030

DATE	NO.	REVISIONS	BY
12/19/13	7	REVISED PER P&Z COMMENTS	AJG
11/7/13	6	REVISED PER P&Z COMMENTS	AJG
10/3/13	5	REVISED FFE PER FLOODPLAN STUDY	CRS
12/27/12	4	ADDED THE CONDITIONS OF APPROVAL	AMD
12/17/12	3	REVISED PER SCED COMMENTS	AMD
11/26/12	2	REVISED PER AGENCY COMMENTS	AMD
11/14/12	1	REVISED PER LAYOUT CHANGE	AMD

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK

SPRING TOWN FARMS
COOL SRRING ROAD
MILTON, DELAWARE 19968
COVER SHEET
FINAL SUBDIVISION PLANS
COOL SPRING EQUITIES, L.L.C.
P.O. BOX 212
LEWES, DELAWARE 19958

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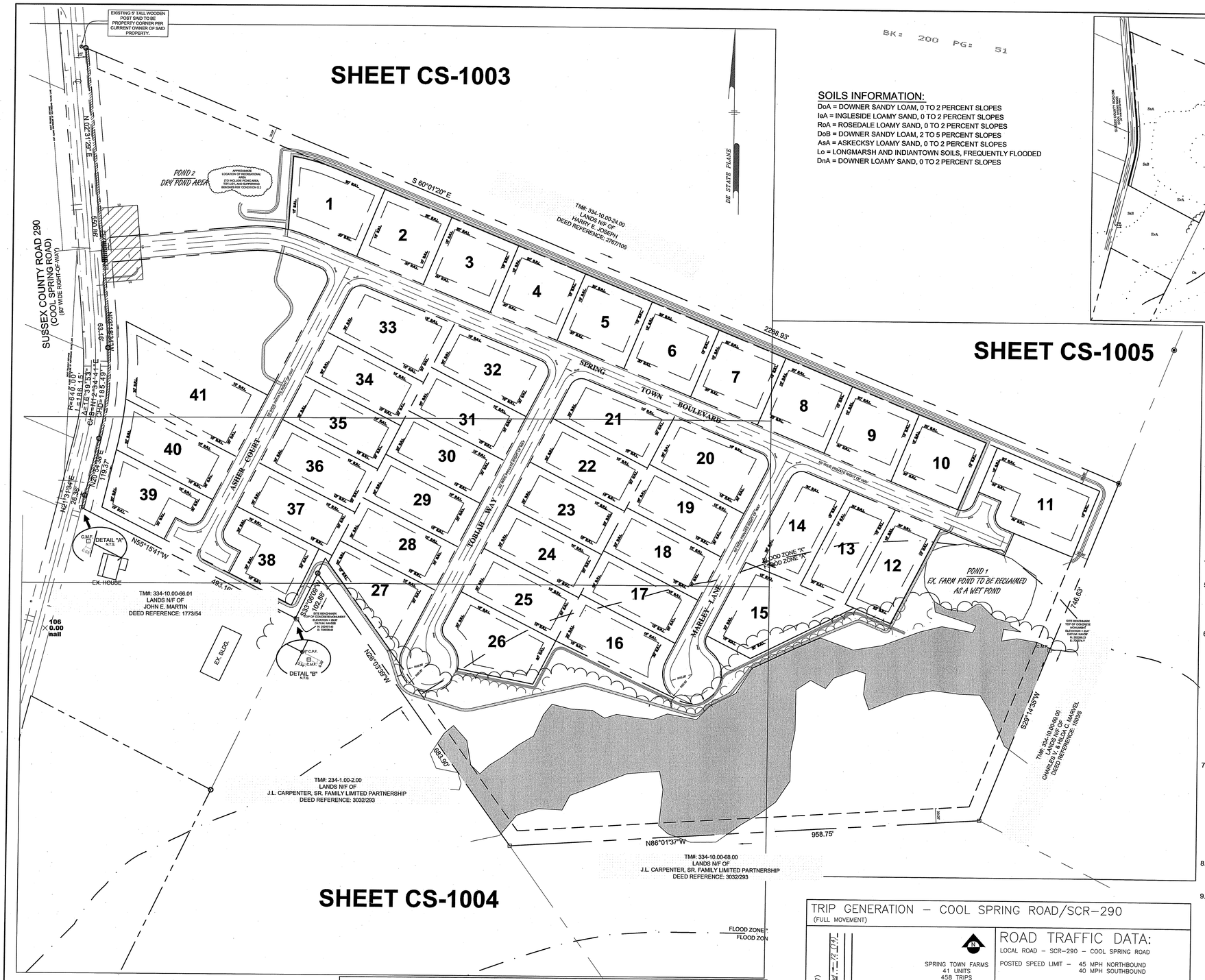
NORTH
JOB NO. CSEQ1101
SHEET 1 OF 5
SCALE AS SHOWN
DRAWN BY KMD
DATE 08/28/13
APPROVED CS
DRAWING NO. **CS-1001**

S:\PROJECTS\CSEQ\CSEQ1101-Spring Town Farms\DESIGN\CS\dwg\CS-0001.dwg
5/14/2014 9:42 AM
Alan Gurgal

BK: 200 PG: 51

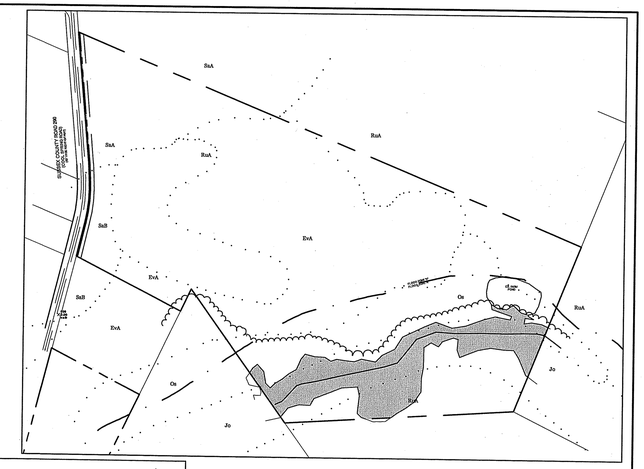
SHEET CS-1003



SHEET CS-1004

SOILS INFORMATION:

DoA = DOWNER SANDY LOAM, 0 TO 2 PERCENT SLOPES
IeA = INGLESIDE LOAMY SAND, 0 TO 2 PERCENT SLOPES
RoA = ROSEDALE LOAMY SAND, 0 TO 2 PERCENT SLOPES
DoB = DOWNER SANDY LOAM, 2 TO 5 PERCENT SLOPES
AsA = ASKECKSY LOAMY SAND, 0 TO 2 PERCENT SLOPES
Lo = LONGMARSH AND INDIANTOWN SOILS, FREQUENTLY FLOODED
DnA = DOWNER LOAMY SAND, 0 TO 2 PERCENT SLOPES



SHEET CS-1005

SITE DATA:

1. PROJECT TITLE/NAME: SPRING TOWN FARMS

ADDRESS: COOL SPRING ROAD, MILTON, DE 19968

2. OWNER INFORMATION:
OWNER
COOL SPRING EQUITIES, L.L.C.
P.O. BOX 212
LEWES, DE. 19958
(302) 644-1400

TAX MAP/PARCEL # 3-34-10 P.67 — GROSS ACREAGE ±45.05 AC (SURVEY)

3. DEVELOPERS: COOL SPRING EQUITIES, L.L.C. P.O. BOX 212 LEWES, DE 19958 (302) 644-1400

4. ZONING INFORMATION: PRESENT ZONING: AR-1; PROPOSED ZONING: AR-1

5. LAND USE INFORMATION: PRESENT USE: AGRICULTURE; PROPOSED USE: SINGLE-FAMILY DWELLINGS

GROSS DENSITY: 0.91 UNITS/ACRE

6. NET DEVELOPMENT COMPUTATIONS:

TOTAL AREA:	45.05 AC.±
TOTAL POND ROW AREA:	1.40 AC.±
TOTAL LOT AREA:	22.14 AC.±
TOTAL WETLANDS AREA:	4.52 AC.±
AREA DEDICATED TO DELDOT:	0.11 AC.±
DWELLINGS ALLOWED:	45
DWELLINGS PROPOSED:	41
OPEN SPACE REQUIRED (30%)	15.52 AC.±
OPEN SPACE PROVIDED (40%)	17.87 AC.±

7. BULK AREA REQUIREMENTS FOR SINGLE FAMILY DETACHED:

		CORNER LOT:
MAX. BLDG. HEIGHT:	42'	
MIN. LOT AREA:	21,780 S.F.	
MIN. LOT WIDTH:	100'	
MIN. LOT DEPTH:	218'	
SETBACKS-		
FRONT:	30'	30'
SIDE:	15'	15' ONE
REAR:	20'	20'

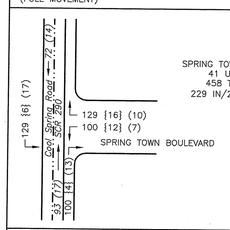
8. UTILITIES
WATER SERVICE: PRIVATE - WELL
SANITARY SERVICE: PRIVATE - SEPTIC SYSTEMS

9. BULK AREA PROVIDED
MINIMUM LOT SIZE: 21,782 SQ.FT.±
MAXIMUM LOT SIZE: 40,253 SQ.FT.±
AVERAGE LOT SIZE: 23,502 SQ.FT.±

SIGHT TRIANGLE NOTE:

SHRUBBERY, PLANTINGS, SIGNS AND/OR OTHER VISUAL BARRIERS THAT COULD BRING 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 SHALL BE ESTABLISHED AND RECORDED WITH ALL AFFECTED PROPERTY OWNERS TO MAINTAIN THE REQUIRED SIGHT DISTANCE.

TRIP GENERATION – COOL SPRING ROAD/SCR-290
(FULL MOVEMENT)



TRAFFIC GENERATION DIAGRAM

TRIPS PER DAY
{TRIPS IN A.M. PEAK HOUR}
(TRIPS IN P.M. PEAK HOUR)

ROAD TRAFFIC DATA:

LOCAL ROAD – SCR–290 – COOL SPRING ROAD

POSTED SPEED LIMIT – 45 MPH NORTHBOUND
40 MPH SOUTHBOUND

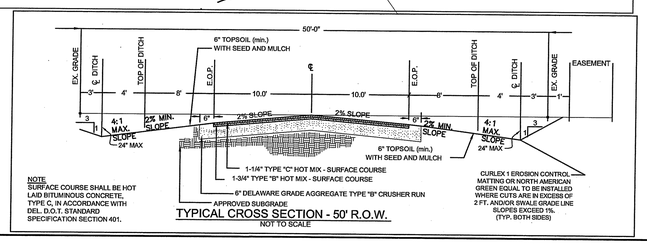
AADT = 165 TRIPS (FROM 2011 DELDOT TRAFFIC SUMMARY)
10 YEAR PROJECTED AADT = 165*(1.16) = 191
10 YEAR PROJECTED AADT + SITE ADT = 649

DIRECTIONAL SPLIT = 56.4% / 43.6% (FAVORING NORTH)
PEAK HOUR = 16.25% X 191 = 31
TRUCKS & BUSES = 6.32% X 191 = 12

SITE TRIPS GENERATED:

SOURCE: ITE TRIP GENERATION MANUAL 8TH EDITION
ITE LUC 210–SINGLE FAMILY DETACHED HOUSING

TRIP ENDS VS. DWELLING UNITS ON WEEKDAY
210 Ln(T)=0.92 Ln(X)+2.71 50% ENTERING–50% EXITING
SPRING TOWN FARMS: 41 UNITS
Ln(T)=0.92*Ln(67)+2.71
Ln(T)=6.1265
T=458 TRIPS/DAY
DIRECTIONAL DISTRIBUTION = 56.4/43.6 (FAVORING NORTH)



NOTE
SURFACE COURSE SHALL BE HOT LAID BITUMINOUS CONCRETE, TYPE C, IN ACCORDANCE WITH DEL. D.O.T. STANDARD SPECIFICATION SECTION 401.

TYPICAL CROSS SECTION - 50' R.O.W.
NOT TO SCALE

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

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5/14/2014 9:47 AM
Alan Kurgel

Pennoni Associates Inc.
18072 Davidson Drive
Milton, DE 19968 (302) 684-8030

Consulting Engineers

Pennoni

DATE	NO.	REVISIONS	BY
12/19/13	6	REVISED PER P&Z COMMENTS	AJG
11/7/13	4	REVISED PER P&Z COMMENTS	AJG
12/17/12	3	REVISED PER SCED COMMENTS	AMD
11/26/12	2	REVISED PER AGENCY COMMENTS	AMD
11/14/12	1	REVISED PER LAYOUT CHANGE	AMD

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK

SPRING TOWN FARMS
COOL SPRING ROAD
LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE
FINAL SUBDIVISION KEY SHEET
TM: 334-10.00-67.00
COOL SPRING EQUITIES, L.L.C.
P.O. BOX 212
LEWES, DELAWARE 19958

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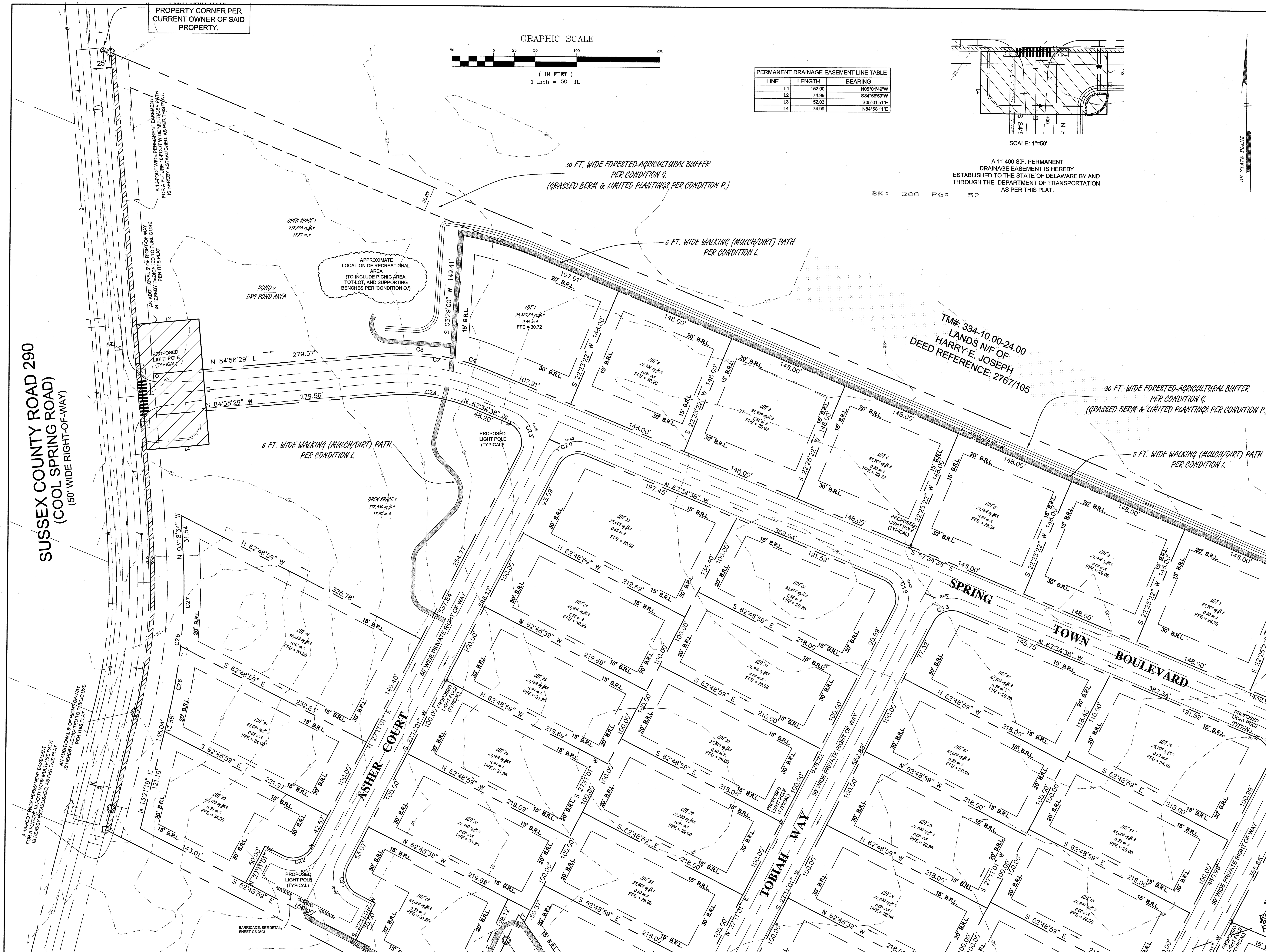
NORTH

JOB NO.	CSEQ1101
SHEET	2 OF 5
SCALE	1"=100'
DRAWN BY	KMD
DATE	08/28/13
APPROVED	CS
DRAWING NO.	CS-1002



SEE SHEET CS-1004

SEE SHEET CS-1005

Pennoni Associates Inc. Consulting Engineers
Pennoni
18072 Davidson Drive
Milton, DE 19968 (302) 684-8030

DATE	NO.	REVISIONS	BY
12/19/13	6	REVISED PER P&Z COMMENTS	AJG
11/7/13	4	REVISED PER P&Z COMMENTS	AJG
12/17/12	3	REVISED PER SCED COMMENTS	AMD
11/26/12	2	REVISED PER AGENCY COMMENTS	AMD
11/14/12	1	REVISED PER LAYOUT CHANGE	AMD

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CARLTON L. SAVAGE JR. LICENSE No. 8457 DELAWARE PROFESSIONAL ENGINEER

SPRING TOWN FARMS

COOL SPRING ROAD
LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE

FINAL SUBDIVISION PLAN
TM: 334-10.00-67.00

COOL SPRING EQUITIES, L.L.C.
P.O. BOX 212
LEWES, DELAWARE 19958

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NORTH

JOB NO. CSEQ1101
SHEET 3 OF 5

SCALE 1"=50'
DRAWN BY KMD
DATE 08/28/13
APPROVED CS
DRAWING NO. **CS-1003**

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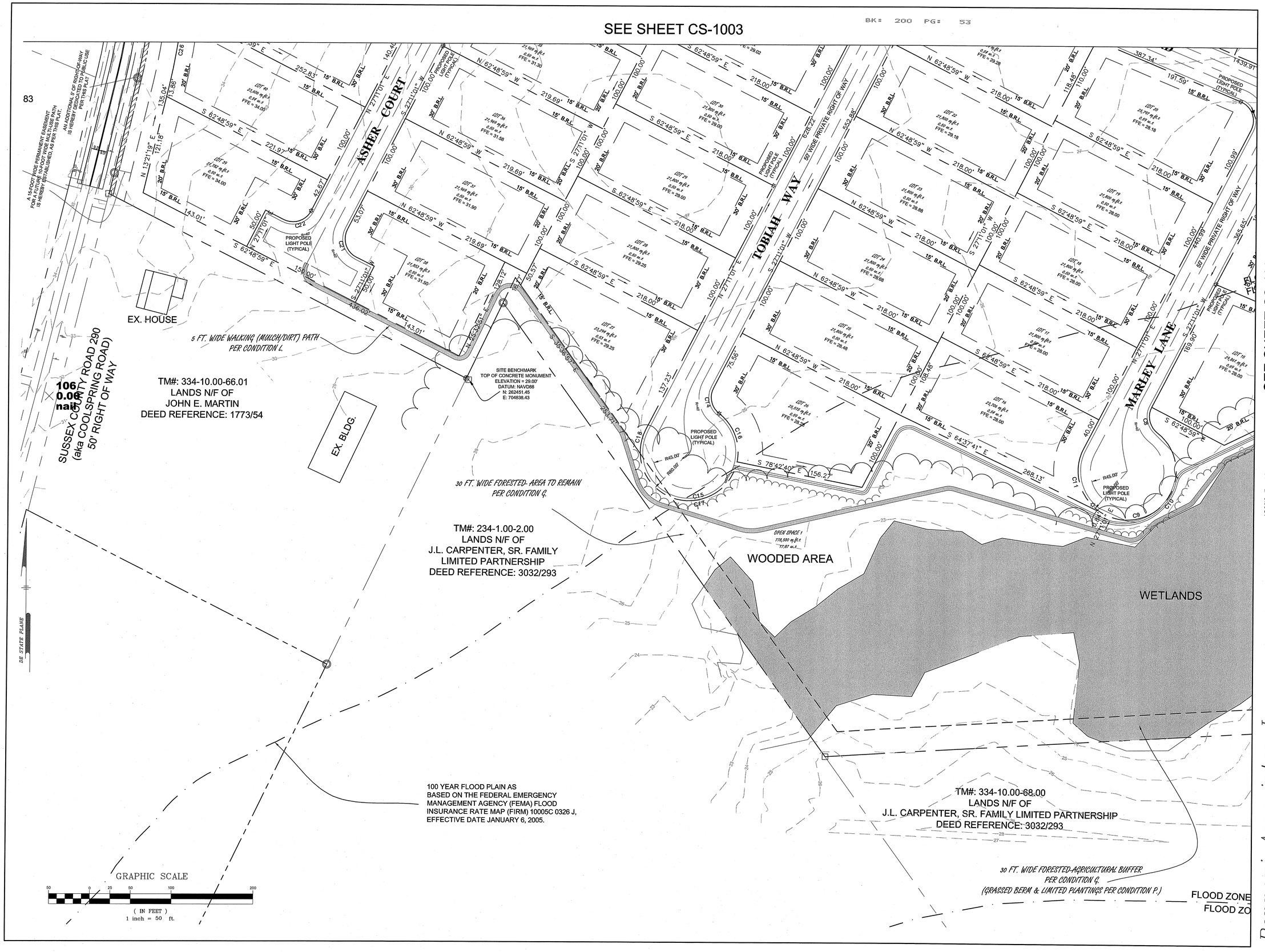
5/14/2014 9:48 AM
Alan Gurgal

SEE SHEET CS-1003



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3/14/2014 9:49 AM
Mike Kruger

Pennoni Associates Inc.

18072 Davidson Drive
Milton, DE 19968 (302) 684-8030

SEE SHEET CS-1005

Pennoni

Consulting Engineers

NO.	DATE	REVISIONS	BY
6	12/19/13	REVISED PER P&Z COMMENTS	AJG
5	11/7/13	REVISED PER P&Z COMMENTS	AJG
4	10/3/13	REVISED FFE PER FLOODPLAN STUDY	CRS
3	12/17/12	REVISED PER SCED COMMENTS	AMD
2	11/26/12	REVISED PER AGENCY COMMENTS	AMD
1	11/14/12	REVISED PER LAYOUT CHANGE	AMD

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SPRING TOWN FARMS

COOL SPRING ROAD
LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE

FINAL SUBDIVISION PLAN
TM: 334-10.00-67.00

COOL SPRING EQUITIES, L.L.C.
P.O. BOX 212
LEWES, DELAWARE 19958

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NORTH

JOB NO. CSEQ1101

SHEET 4 OF 5

SCALE 1"=50'

DRAWN BY KMD

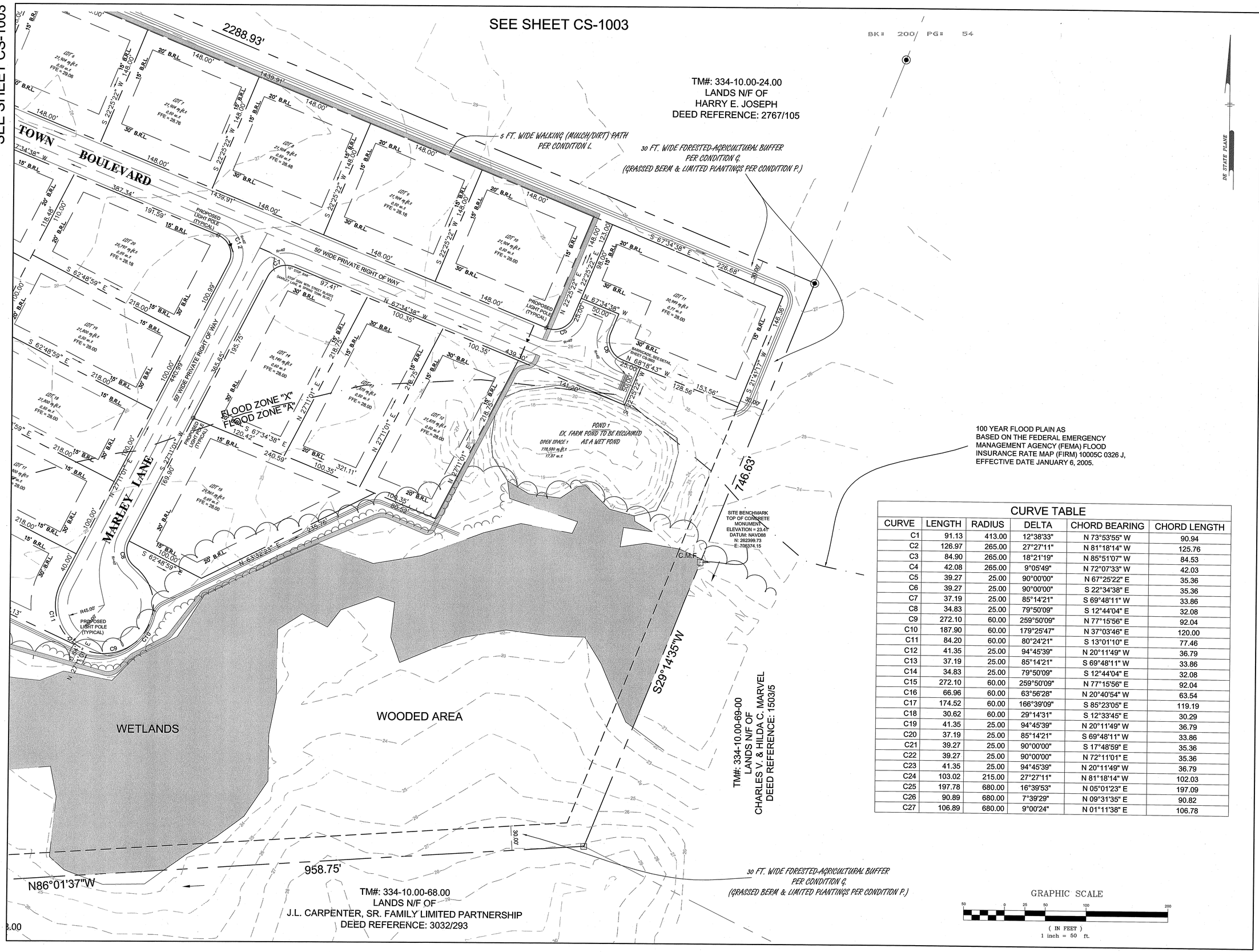
DATE 08/28/13

APPROVED CS

DRAWING NO. **CS-1004**

SEE SHEET CS-1003

SEE SHEET CS-1004



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	91.13	413.00	12°38'33"	N 73°53'55" W	90.94
C2	126.97	265.00	27°27'11"	N 81°18'14" W	125.76
C3	84.90	265.00	18°21'19"	N 85°51'07" W	84.53
C4	42.08	265.00	9°05'49"	N 72°07'33" W	42.03
C5	39.27	25.00	90°00'00"	N 67°25'22" E	35.36
C6	39.27	25.00	90°00'00"	S 22°34'38" E	35.36
C7	37.19	25.00	85°14'21"	S 69°48'11" W	33.86
C8	34.83	25.00	79°50'09"	S 12°44'04" E	32.08
C9	272.10	60.00	259°50'09"	N 77°15'56" E	92.04
C10	187.90	60.00	179°25'47"	N 37°03'46" E	120.00
C11	84.20	60.00	80°24'21"	S 13°01'10" E	77.46
C12	41.35	25.00	94°45'39"	N 20°11'49" W	36.79
C13	37.19	25.00	85°14'21"	S 69°48'11" W	33.86
C14	34.83	25.00	79°50'09"	S 12°44'04" E	32.08
C15	272.10	60.00	259°50'09"	N 77°15'56" E	92.04
C16	66.96	60.00	63°56'28"	N 20°40'54" W	63.54
C17	174.52	60.00	166°39'09"	S 85°23'05" E	119.19
C18	30.62	60.00	29°14'31"	S 12°33'45" E	30.29
C19	41.35	25.00	94°45'39"	N 20°11'49" W	36.79
C20	37.19	25.00	85°14'21"	S 69°48'11" W	33.86
C21	39.27	25.00	90°00'00"	S 17°48'59" E	35.36
C22	39.27	25.00	90°00'00"	N 72°11'01" E	35.36
C23	41.35	25.00	94°45'39"	N 20°11'49" W	36.79
C24	103.02	215.00	27°27'11"	N 81°18'14" W	102.03
C25	197.78	680.00	16°39'53"	N 05°01'23" E	197.09
C26	90.89	680.00	7°39'29"	N 09°31'35" E	90.82
C27	106.89	680.00	9°00'24"	N 01°11'38" E	106.78

Pennoni Associates Inc.

18072 Davidson Drive
Milton, DE 19968 (302) 684-8030

Consulting Engineers

Pennoni

DATE	NO.	REVISIONS	BY
12/19/13	6	REVISED PER PAZ COMMENTS	AJG
11/7/13	5	REVISED PER PAZ COMMENTS	AJG
10/3/13	4	REVISED FFE PER FLOODPLAN STUDY	CRS
12/17/12	3	REVISED PER SCED COMMENTS	AMD
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11/14/12	1	REVISED PER LAYOUT CHANGE	AMD

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ALAN J. GARGE JR.
No. 19968
CONTRACTOR PROFESSIONAL ENGINEER

SPRING TOWN FARMS
COOL SPRING ROAD
LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE
FINAL SUBDIVISION PLAN
TM: 334-10.00-67.00
COOL SPRING EQUITIES, L.L.C.
P.O. BOX 212
LEWES, DELAWARE 19958

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NORTH

JOB NO. CSEQ1101

SHEET 5 OF 5

SCALE 1"=50'

DRAWN BY KMD

DATE 08/28/13

APPROVED CS

DRAWING NO. **CS-1005**

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Nov 07, 2013 - 9:52 AM
Alan Gurgel

BK: 200 PG: 55

PROPERTY CORNER PER CURRENT OWNER OF SAID PROPERTY.

SUSSEX COUNTY ROAD 290
(COOL SPRING ROAD)
(50' WIDE RIGHT-OF-WAY)

TREE PLANTED 50' O.C. (TYP.)

OPEN SPACE 1
778,580 sq.ft.±
17.87 ac.±

POND 2
DRY POND

ASHER COURT
50' WIDE PRIVATE RIGHT OF WAY

TOBIAH WAY
50' WIDE PRIVATE RIGHT OF WAY

SPRING TOWN BOULEVARD
50' WIDE PRIVATE RIGHT OF WAY

LOT 1 25,829.30 sq.ft.± 0.59 ac.±
LOT 2 21,904 sq.ft.± 0.50 ac.±
LOT 3 21,904 sq.ft.± 0.50 ac.±
LOT 4 21,904 sq.ft.± 0.50 ac.±
LOT 5 21,904 sq.ft.± 0.50 ac.±
LOT 6 21,904 sq.ft.± 0.50 ac.±
LOT 7 21,904 sq.ft.± 0.50 ac.±
LOT 8 25,719 sq.ft.± 0.59 ac.±
LOT 9 21,800 sq.ft.± 0.50 ac.±
LOT 10 21,800 sq.ft.± 0.50 ac.±
LOT 11 21,800 sq.ft.± 0.50 ac.±
LOT 12 21,800 sq.ft.± 0.50 ac.±
LOT 13 21,800 sq.ft.± 0.50 ac.±
LOT 14 21,800 sq.ft.± 0.50 ac.±
LOT 15 21,800 sq.ft.± 0.50 ac.±
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LOT 18 21,800 sq.ft.± 0.50 ac.±
LOT 19 21,800 sq.ft.± 0.50 ac.±
LOT 20 25,719 sq.ft.± 0.59 ac.±
LOT 21 25,739 sq.ft.± 0.59 ac.±
LOT 22 21,800 sq.ft.± 0.50 ac.±
LOT 23 21,800 sq.ft.± 0.50 ac.±
LOT 24 21,800 sq.ft.± 0.50 ac.±
LOT 25 21,800 sq.ft.± 0.50 ac.±
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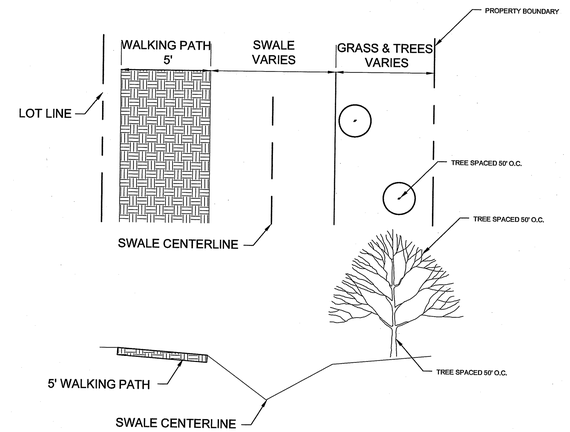
LOT 29 21,800 sq.ft.± 0.50 ac.±
LOT 30 21,800 sq.ft.± 0.50 ac.±
LOT 31 21,800 sq.ft.± 0.50 ac.±
LOT 32 23,617 sq.ft.± 0.54 ac.±
LOT 33 21,800 sq.ft.± 0.50 ac.±
LOT 34 21,800 sq.ft.± 0.50 ac.±
LOT 35 21,800 sq.ft.± 0.50 ac.±
LOT 36 21,800 sq.ft.± 0.50 ac.±
LOT 37 21,800 sq.ft.± 0.50 ac.±
LOT 38 21,800 sq.ft.± 0.50 ac.±
LOT 39 21,780 sq.ft.± 0.50 ac.±
LOT 40 23,666 sq.ft.± 0.54 ac.±
LOT 41 40,053 sq.ft.± 0.92 ac.±

15' B.R.L.
20' B.R.L.
30' B.R.L.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

SEE SHEET CS-2002



TYPICAL PERIMETER DETAIL

NOT TO SCALE

DE STATE PLANE

Consulting Engineers

Pennoni

NO.	DATE	REVISIONS	BY
3	12/19/13	REVISED PER P&Z COMMENTS	AJG
2	11/7/13	REVISED PER P&Z COMMENTS	AJG
1	11/26/12	REVISED PER AGENCY COMMENTS	AMD

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK

CHARLES R. SAVAGE JR. LICENSE NO. 12453 DELAWARE PROFESSIONAL ENGINEER

Pennoni Associates Inc.
18072 Davidson Drive
Milton, DE 19968 (302) 684-8030

SEE SHEET CS-2003

SPRING TOWN FARMS
COOL SPRING ROAD
LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE
LANDSCAPE PLAN

COOL SPRING EQUITIES, L.L.C.
P.O. BOX 212
LEWES, DELAWARE 19958

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NORTH

JOB NO. CSEQ1101

SHEET 22 OF 47

SCALE 1"=50'	DRAWING NO.
DRAWN BY KMD	
DATE 09/14/12	CS-2001
APPROVED DB	

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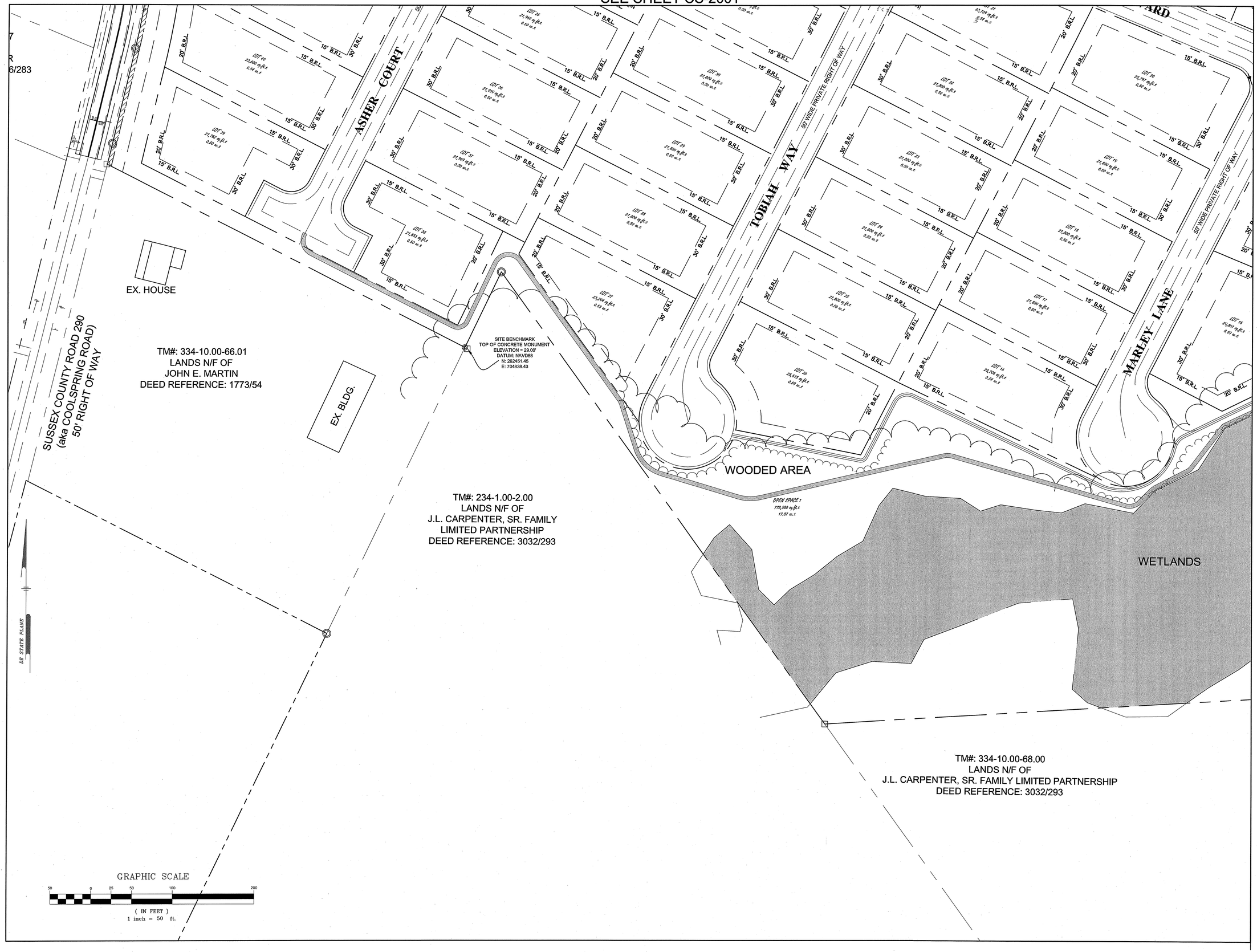
Alan Gunpat



SEE SHEET CS-2003

Pennoni Associates Inc. Consulting Engineers

18072 Davidson Drive
Milton, DE 19968 (302) 684-8030

Pennoni

DATE	NO.	REVISIONS	BY
12/19/13	3	REVISED PER PAZ COMMENTS	AJG
11/7/13	2	REVISED PER PAZ COMMENTS	AJG
11/26/12	1	REVISED PER AGENCY COMMENTS	AMD

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SAVAGE, JR. LICENSE NO. 16457 DELAWARE PROFESSIONAL ENGINEER

SPRING TOWN FARMS

COOL SPRING ROAD
LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE

LANDSCAPE PLAN

COOL SPRING EQUITIES, L.L.C.
P.O. BOX 212
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NORTH

JOB NO. CSEQ1101

SHEET 23 OF 47

SCALE 1"=50'

DRAWN BY KMD

DATE 09/14/12

APPROVED DB

DRAWING NO. **CS-2002**

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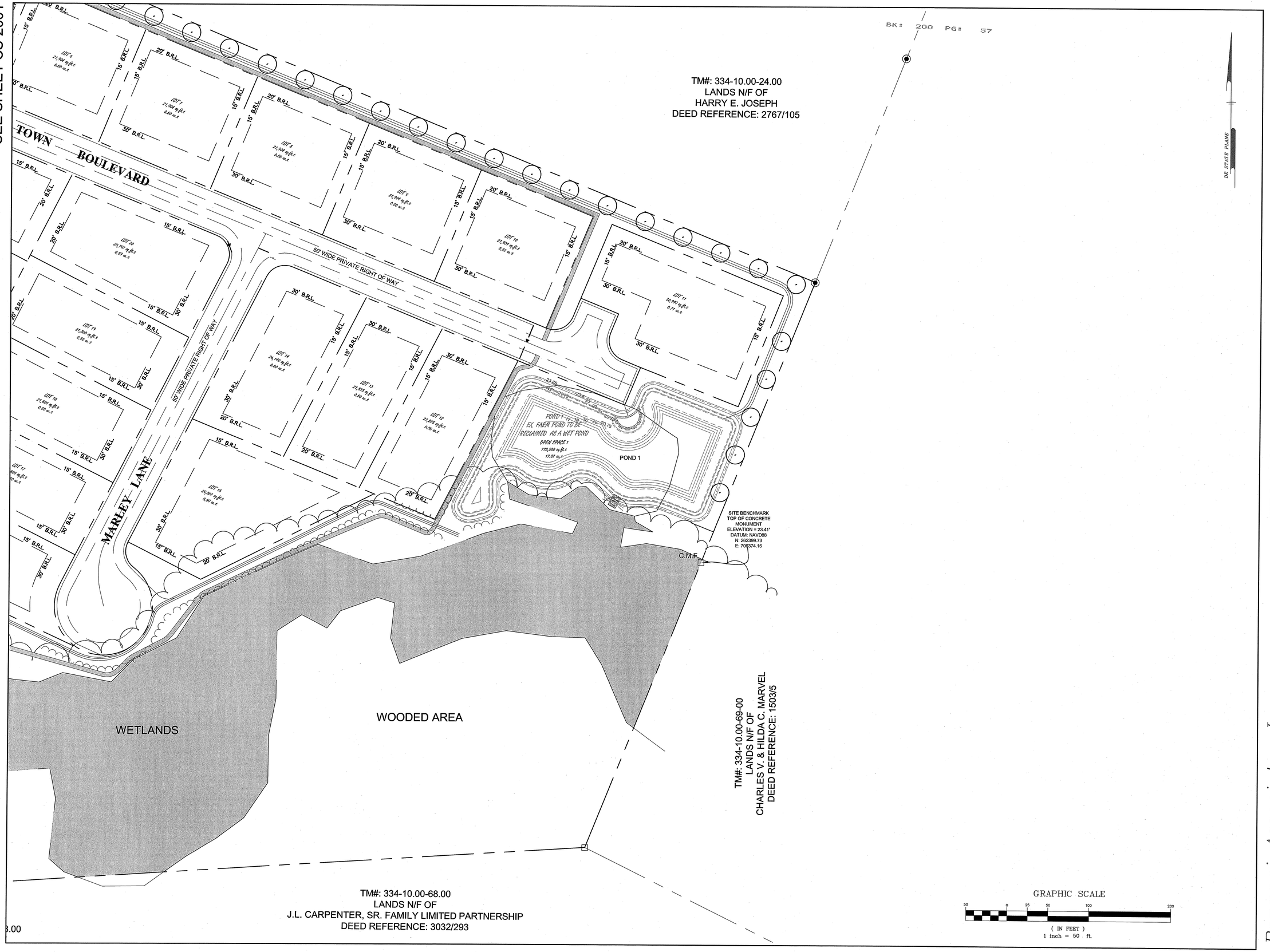
Nov 14, 2013 9:11 AM
Alan Gurgel

SEE SHEET CS-2001

SEE SHEET CS-2002



Pennoni Associates Inc.

Consulting Engineers

Pennoni

DATE	NO.	REVISIONS	BY
12/19/13	3	REVISED PER P&Z COMMENTS	AJG
11/7/13	2	REVISED PER P&Z COMMENTS	AJG
11/26/12	1	REVISED PER AGENCY COMMENTS	AMD

18072 Davidson Drive
Milton, DE 19968 (302) 684-8030

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK

SAVAGE JR. LICENSED PROFESSIONAL ENGINEER

SPRING TOWN FARMS

COOL SPRING ROAD
LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE

LANDSCAPE PLAN

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P.O. BOX 212
LEWES, DELAWARE 19968

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NORTH

JOB NO. CSEQ1101

SHEET 24 OF 47

SCALE 1"=50'	DRAWING NO.
DRAWN BY KMD	
DATE 09/14/12	**CS-2003**
APPROVED DB	

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9/14/2014 10:03 AM
Kim Wright

LANDSCAPE PLANTING SCHEDULE

KEY	QNTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	COMMENT
DECIDUOUS TREES						
AR	3	Acer rubrum 'October Glory'	October Glory Red Maple	2 1/2"-3" CAL.	B&B	
LS	16	Liquidambar styraciflua	Sweetgum	2 1/2"-3" CAL.	B&B	
MT	1	Metasequoia glyptostroboides	Dawn Redwood	2 1/2"-3" CAL.	B&B	
PAB	9	Platanus x acerifolia 'Bloodgood'	Bloodgood London Planetree	2 1/2"-3" CAL.	B&B	
QC	1	Quercus coccinea	Scarlet Oak	2 1/2"-3" CAL.	B&B	
QR	1	Quercus rubra	Red Oak	2 1/2"-3" CAL.	B&B	
QPA	12	Quercus palustris	Pin Oak	2 1/2"-3" CAL.	B&B	
QPH	7	Quercus phellos	Willow Oak	2 1/2"-3" CAL.	B&B	
ORNAMENTAL/UNDERSTORY TREES						
AL	31	Amelanchier laevis	Alleghany Serviceberry	7' - 8' HGT.	B&B	
AXG	14	Amelanchier x grandiflora	Apple Serviceberry	7' - 8' HGT.	B&B	
BN	19	Betula nigra	River Birch	7' - 8' HGT.	B&B	Clump/multi-stem form
CC	21	Cercis candensis	Eastern Redbud	7' - 8' HGT.	B&B	
CF	4	Cornus florida 'Cherokee Princess'	Cherokee Princess Dogwood	7' - 8' HGT.	B&B	
MZC	1	Malus sieboldi zumi 'Calocarpa'	Zumi Crabapple	7' - 8' HGT.	B&B	
EVERGREEN TREES						
IN	30	Ilex 'Nellie R. Stevens'	Nellie R. Stevens Holly	6'-7' HGT.	B&B	
JVC	20	Juniperus virgiana	Eastern Red Cedar	6'-7' HGT.	B&B	
PA	12	Picea abies	Norway Spruce	6'-7' HGT.	B&B	
PS	12	Pinus strobus	Eastern White Pine	6'-7' HGT.	B&B	
PT	1	Pinus taeda	Loblolly Pine	6'-7' HGT.	B&B	
PM	14	Pseudotsuga menziesii	Douglas Fir	6'-7' HGT.	B&B	
SHRUBS						
FG	67	Fothergilla gardenii	Dwarf Fothergilla	30"-36" HGT.	Cont.	
IG	35	Ilex glabra	Inkberry Holly	30"-36" HGT.	Cont.	
IV	45	Ilex verticillata	Winterberry Holly	30"-36" HGT.	Cont.	
MP	84	Myrica pennsylvanica	Northern Bayberry	30"-36" HGT.	Cont.	
RHC	19	Rhododendron catawbiense Album'	White Catawba Rhododendron	30"-36" HGT.	Cont.	
PERENNIALS AND GRASSES						
XPA		Pennisetum alopecuroides 'Hamelin'	Dwarf Fountain Grass	#3	Cont.	
XLM		Liriope muscari 'Big Blue'	Big Blue Lilyturf	#1 QT.	Cont.	

PLANTING NOTES:

SET PLANTS, PLUMB, AND FACE TO GIVE THE BEST APPEARANCE OR RELATIONSHIP TO ADJACENT AREAS

PRUNE OUT DEAD AND BROKEN BRANCHES: ALWAYS PRUNE TO NODE OR CROTCH; DO NOT CUT LEADER

SET TOP OF ROOT BALL ABOVE ADJACENT FINISHED GRADE AT A HEIGHT OF 15-20% OF ROOT BALL

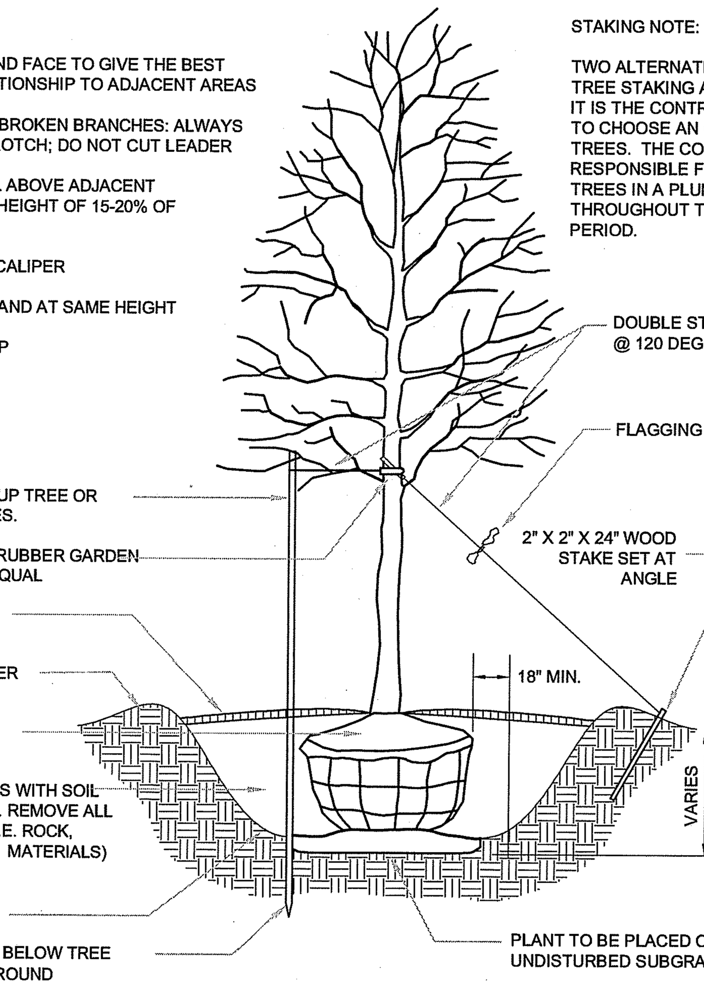
STAKE TREES OVER 2" CALIPER

SET STAKES VERTICAL AND AT SAME HEIGHT

DO NOT USE TREE WRAP

STAKING NOTE:

TWO ALTERNATE METHODS OF TREE STAKING ARE ILLUSTRATED. IT IS THE CONTRACTOR'S OPTION TO CHOOSE AN OPTION TO STAKE TREES. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE GUARANTEE PERIOD.



DECIDUOUS TREE PLANTING DETAIL

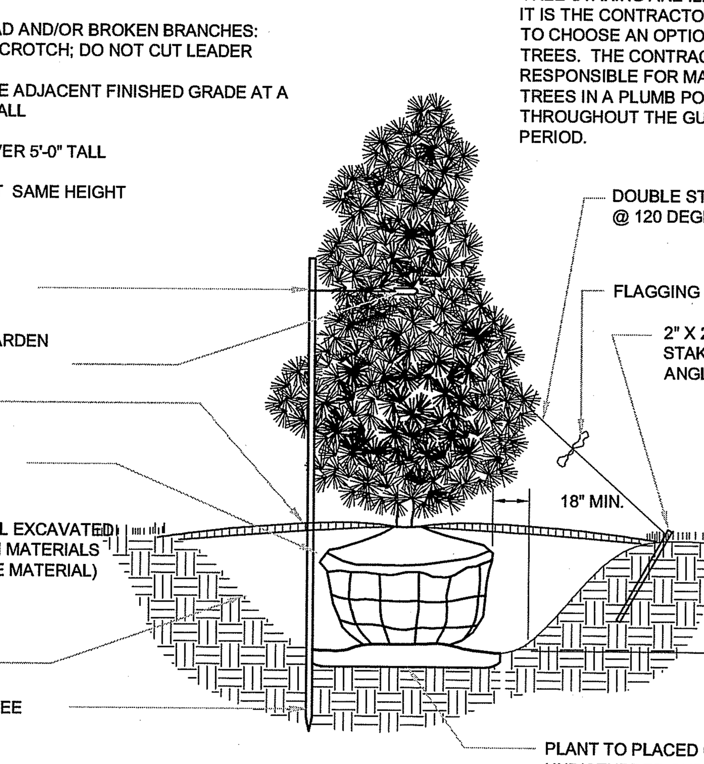
NOT TO SCALE

PLANTING NOTES:

- SET PLANTS, PLUMB, AND FACE TO GIVE THE BEST APPEARANCE OR RELATIONSHIP TO ADJACENT AREAS
- PRUNE ONLY TO REMOVE DEAD AND/OR BROKEN BRANCHES: ALWAYS PRUNE TO NODE OR CROTCH; DO NOT CUT LEADER
- SET TOP OF ROOT BALL ABOVE ADJACENT FINISHED GRADE AT A HEIGHT OF 15-20% OF ROOT BALL
- STAKE EVERGREEN TREES OVER 5'-0" TALL
- SET STAKES VERTICAL AND AT SAME HEIGHT

STAKING NOTE:

TWO ALTERNATE METHODS OF TREE STAKING ARE ILLUSTRATED. IT IS THE CONTRACTOR'S OPTION TO CHOOSE AN OPTION TO STAKE TREES. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE GUARANTEE PERIOD.

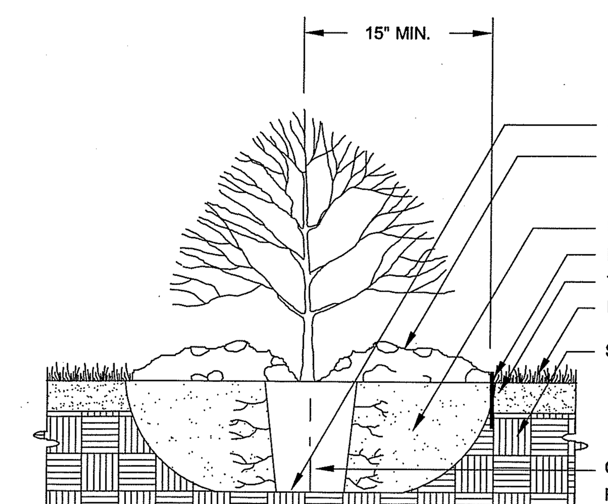


EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE

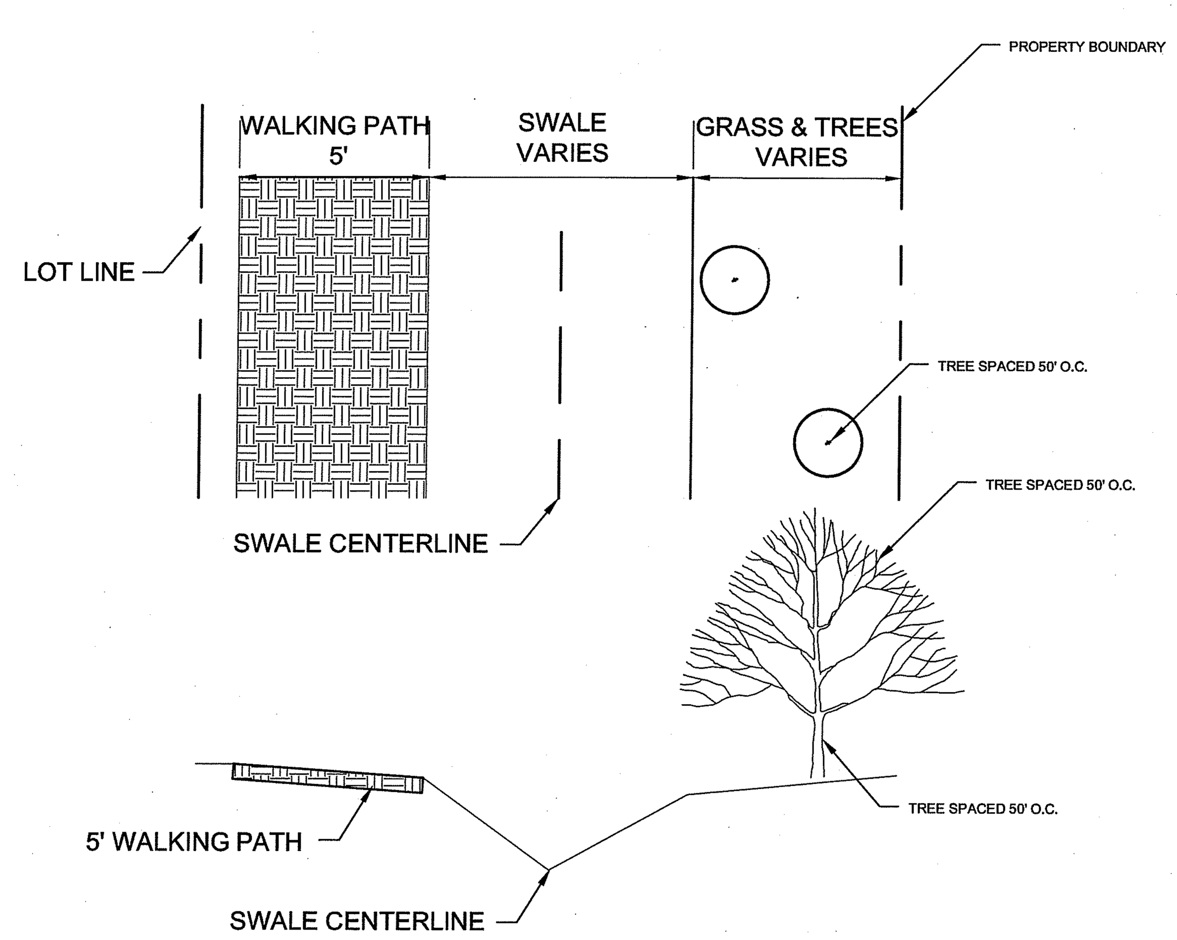
NOTE:
HAND LOOSEN ROOTS OF CONTAINERIZED MATERIAL (TYP.)

SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING



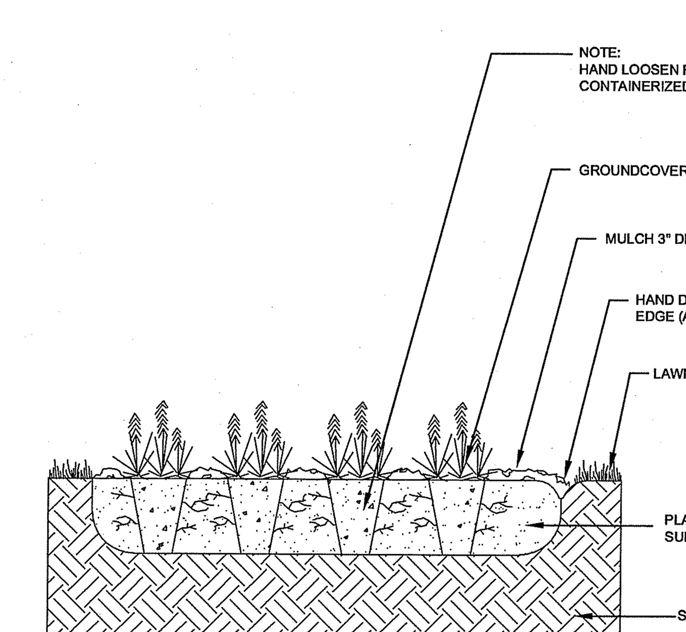
SHRUB PLANTING DETAIL

NOT TO SCALE



TYPICAL PERIMETER DETAIL

NOT TO SCALE



GROUNDCOVER AND PERENNIAL PLANTING DETAIL

NOT TO SCALE

LANDSCAPE NOTES:

1. ALL PLANT MATERIAL SHALL BE PROVIDED AND INSTALLED IN STRICT CONFORMANCE WITH USDA STANDARDS FOR NURSERY STOCK AND THE "AMERICAN NURSERY AND LANDSCAPE ASSOCIATION" STANDARDS LATEST EDITIONS.
2. THE CONTRACTOR SHALL VERIFY ALL UTILITIES WITHIN WORK AREA PRIOR TO COMMENCING WITH ANY EXCAVATIONS AND SHALL BE RESPONSIBLE FOR THEIR PROTECTION.
3. THE CONTRACTOR SHALL FURNISH AND PLANT ALL PLANTS SHOWN ON THE DRAWINGS, AS SPECIFIED, AND IN QUANTITIES INDICATED ON THE PLANT LIST. IF A DISCREPANCY SHOULD ARISE BETWEEN THE AMOUNT OF PLANTS SHOWN ON THE PLAN VS. THE PLANT SCHEDULE, THE PLAN SHALL GOVERN.
4. ALL PLANTS SHALL BE NURSERY GROWN.
5. ALL PLANTS SHALL BE HARDY UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT.
6. ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY AND SHALL HAVE A NORMAL HABIT OR GROWTH. THEY SHALL BE SOUND, HEALTHY AND VIGOROUS WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF THEY SHALL BE FREE OF DISEASE AND INSECT PESTS, EGGS OR LARVAE. THEY SHALL HAVE HEALTHY WELL-DEVELOPED ROOT SYSTEMS.
7. SUBSTITUTIONS: WHEN PLANTS OF A SPECIFIED KIND OR SIZE ARE NOT AVAILABLE WITH A REASONABLE DISTANCE, SUBSTITUTIONS MAY BE MADE UPON REQUEST BY THE CONTRACTOR IF APPROVED BY THE LANDSCAPE ARCHITECT OR HIS/HER REPRESENTATIVE.
8. ALL AREAS TO BE SHOWN AS LAWN SHALL BE GRASSED, AS SPECIFIED, AND WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
9. TREE LOCATIONS MAY NEED TO BE ADJUSTED BASED ON LOCATIONS OF PROPOSED UTILITIES, FIELD CONDITIONS, OR FINAL GRADING. THE CONTRACTOR SHALL NOTIFY THE OWNER AND/OR THEIR REPRESENTATIVE IF ADJUSTMENTS ARE NECESSARY.
10. ALL PLANTING BEDS TO RECEIVE 3" SHREDDED HARDWOOD MULCH AS SHOWN ON PLANS.
11. ROOT BALLS OF ALL PLANTS SHALL BE ADEQUATELY PROTECTED AT ALL TIMES FROM SUN AND DRYING WINDS OR FROST.
12. PLANTS WITH BROKEN ROOT BALLS OR EXCESSIVE DAMAGE TO THE CROWN SHALL BE REPLACED PRIOR TO PLANTING.
13. ROPES AT TOP OF BALL SHALL BE CUT. REMOVE TOP 1/3 OF BURLAP. NON- BIODEGRADABLE MATERIAL SHALL BE TOTALLY REMOVED.
14. PREPARATION OF PLANTING: CLEAN TOPSOIL OF ROOTS, PLANTS, STONES, CLAY LUMPS, AND OTHER EXTRANEOUS MATERIALS HARMFUL OR TOXIC TO PLANT GROWTH.
15. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
16. NO PLANT SHALL BE PLACED IN THE GROUND BEFORE ROUGH GRADING HAS BEEN COMPLETED AND APPROVED BY THE PROJECT LANDSCAPE ARCHITECT OR HIS/HER EQUAL.
17. ALL PLANTS SHALL HAVE THE SAME RELATIONSHIP TO FINISHED GRADE AS THE PLANT'S ORIGINAL GRADE BEFORE DIGGING.
18. ALL EXISTING TREES THAT ARE TO BE SAVED AS DETERMINED BY LANDSCAPE ARCHITECT SHALL BE PROTECTED UNTIL CONSTRUCTION HAS BEEN COMPLETED. AREA WITHIN DRIPLINE SHALL NOT BE TRAVELED ACROSS BY CONSTRUCTION TRAFFIC.
19. TREES PLANTED ALONG STREETS SHALL HAVE A SINGLE STRAIGHT TRUNK THAT DOES NOT FORK BELOW 6'.
20. ALL PLANTS SHALL BE BALLED AND WRAPPED OR CONTAINER GROWN AS SPECIFIED. NO CONTAINER GROWN STOCK WILL BE ACCEPTED IF IT IS ROOT BOUND. ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS OR PLASTICS SHALL BE REMOVED AT TIME OF PLANTING.
21. WITH CONTAINER GROWN STOCK, THE CONTAINER SHALL BE REMOVED AND THE CONTAINER BALL CUT THROUGH THE SURFACE IN TWO VERTICAL LOCATIONS.
22. THE CONTRACTOR SHALL LAYOUT WITH IDENTIFIABLE STAKES INDIVIDUAL TREE AND SHRUB LOCATIONS AND AREAS FOR MULTIPLE PLANTING ALONG WITH THE ARRANGEMENTS AND OUTLINE OF PLANTING BEDS AS INDICATED ON DRAWING. THE LAYOUT OF PLANTING WILL THEN BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO ANY EXCAVATION OF PLANT PITS OR PLANT BEDS.
23. AT PLANTING TIME, ALL PLANT MATERIAL SHALL BE THINNED BY REMOVING BROKEN AND/OR DEAD VEGETATIVE MATERIAL.
24. ALL PLANTS SHALL BE INSTALLED AS PER DETAIL AND THE CONTRACT SPECIFICATIONS.
25. ALL PLANTS SHALL BE STAKED AND PLUMB UNLESS OTHERWISE SPECIFIED.
26. ALL PLANTS SHALL BE THOROUGHLY WATERED TWICE DURING THE FIRST 24 HOUR PERIOD AFTER PLANTING. ALL PLANTS SHALL THEN BE WATERED WEEKLY OR MORE OFTEN, IF NECESSARY, DURING THE FIRST GROWING SEASON.
27. CONDITIONS DETRIMENTAL TO PLANTS: THE CONTRACTOR SHALL NOTIFY THE PROJECT REPRESENTATIVE IN WRITING OF ALL SOIL OR DRAINAGE CONDITIONS WHICH THE CONTRACTOR CONSIDERS DETRIMENTAL TO THE GROWTH OF PLANTS. HE SHALL STATE THE CONDITIONS AND SUBMIT A PROPOSAL FOR CORRECTING THE CONDITIONS INCLUDING ANY CHANGE IN COST FOR REVIEW AND ACCEPTANCE BY THE PROJECT REPRESENTATIVE.
28. WARRANT TREES AND SHRUBS FOR A PERIOD OF TWO YEARS AFTER WRITTEN DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AND/OR CONSTRUCTION MANAGER AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO MONITOR THE PROJECT DURING THE WARRANTY PERIOD AND NOTIFY THE OWNER IF PROBLEMS DEVELOP. PLANTS THAT DIE DURING THE WARRANTY PERIOD SHALL BE REMOVED IMMEDIATELY.

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5/14/2014 10:05 AM
Alan Gurgal

Pennoni Associates Inc.
Consulting Engineers
18072 Davidson Drive
Milton, DE 19968 (302) 684-8030

DATE	NO.	REVISIONS	BY
12/19/13	3	REVISED PER P&Z COMMENTS	AJG
11/26/12	1	REVISED PER AGENCY COMMENTS	AMD

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Recorder of Deeds
Scott Dailey
Jul 01,2014 03:09P
Sussex County
Doc. Surcharge Paid

SPRING TOWN FARMS
COOL SPRING ROAD
LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE
LANDSCAPE DETAILS

COOL SPRING EQUITIES, L.L.C.
P.O. BOX 212
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NORTH

JOB NO. CSEQ1101

SHEET 25 OF 47

SCALE 1"=50'

DRAWN BY KMD

DATE 09/14/12

APPROVED DB

DRAWING NO. **CS-2004**

October 13, 2020

Sussex County Planning & Zoning
Georgetown, DE 19947

Re: The Spring Town Farms Homeowners Association, Inc. respectfully request of Sussex County to strike or otherwise remove two conditions of approval from the Spring Town Farms Record Plan.

To Whom It My Concern:

The Spring Town Farms Homeowners Association, Inc. is requesting of the County to strike or otherwise remove two conditions of approval currently on the Record Plan.

The community is finished and last month an all homeowner Board was elected to transition to. At the first transitioning meeting with homeowners, Insight was asked if it could remove two conditions that they no longer want due to issues. They wish to amend/remove these conditions on the Record Plan:

- Condition L, which provides, "As stated by applicant, there shall be a walking path throughout the subdivision along the rear of all lots;"
- Condition O, which provides, "A location for a picnic area, tot lot, and supporting benches."

There are two main reasons for this request:

1. Many calls to the police for trespassing and vandalism by non-residences. They do not want to attract more to the community with these amenities. Overly concerned with providing a walking path that goes behind the houses.
2. It is their position that once constructed, these additional amenities will require significant costs for maintenance and upkeep, and in turn, higher HOA fees.

Also, an additional request of a non-condition to ***not*** install anymore streetlights. The current plan calls for one more light at both the cul-de-sec end of Asher Court and Marley Court. All other streetlights have been installed and they feel these are plenty.

Enclosed you will find the signed petition which reflects 34 signatures or 83% of the total of 41 homes requesting your approval.

Thank you for your consideration.

Sincerely,

Marty Whitehair, Development Manager
Insight Land Company, LLC
16255 Sussex Highway
Bridgeville, DE 19933
302-682-9189 cell

Scanned with CamScanner

THE SPRINGTOWN FARMS HOMEOWNERS ASSOCIATION PETITION TO SUSSEX COUNTY IN SUPPORT OF AMENDMENDING CONDITIONS OF APPROVAL ON RECORD PLAN.

We, the undersigned members of The Spring Town Farms Homeowners Association, Inc. respectfully request of Sussex County Public Works Division to strike or otherwise remove the following two conditions of approval from the Spring Town Farms Record Plan: (i) Condition L, which provides, "As stated by applicant, there shall be a walking path throughout the subdivision along the rear of all lots; and (ii) Condition O, which provides, "A location for a picnic area, tot lot, and supporting benches. It is our position that once constructed, these additional amenities will require significant costs for maintenance and upkeep, and in turn, higher HOA fees. Removal of streetlights not yet installed at the end of both Asher Court and Marley Lane. We do not want any more streetlights to be installed.

We certify that we are homeowners in Spring Town Farms, as set forth opposite to our names below and hereby give our written consent and support to strike the aforementioned conditions of approval from the Springtown Farms Record Plan.

NAME	SIGNATURE	ADDRESS
STEPHEN FASY	Stephen R Fasy	26477 SPRING TOWN BLVD MILTON DE 19968
Stuart Smith	Stuart Smith	26463 Spring Town Blvd Milton DE 19968
STANLEY BALAWIDER	Stanley Balawider	26491 Spring Town BLVD MILTON DE 19968
Bryan Pepper	[illegible]	26551 Springtown Blvd Milton DE 19968
Charles C. Nuceka	Charles C. Nuceka	26591 Springtown Blvd. Milton DE.
Justin Small	[illegible]	26570 Springtown Blvd Milton De 19968
KEVIN LYNAM	[illegible]	26567 Springtown Blvd. Milton, DE 19968
JEFFREY Helfer	[illegible]	18054 Marly Lane
Brandi Beisel	Brandi Beisel	18044 Marley Lane 19968
ERRIC LOTT	[illegible]	18037 MARLEY LN 19968
Wendy Erickson	[illegible]	18026 " " 19968
Nichole Dawson	Nichole Dawson	17210 Tobich Way Milton DE 19968
FRANK DEMARCO	Demarco	17226 Tobich Way, Milton DE 19968
Phillip Brouscal	[illegible]	17236 Tobich Way
MARY ZEIKEL	[illegible]	17248 Tobiah Way
Sheldon Zeikel	Sheldon Zeikel	17248 Tobiah Way

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NAME	SIGNATURE	ADDRESS
Kara Witche	Kara Witche	17215 Tobiah Way
Lynn Bates	Lynn Bates	17225 Tobiah Way
HARRIET MARISA	Harriet A Marisa	17235 Tobiah Way
DENNIS MACPHERSON	Dennis MacPherson	17243 TO BIAH WAY
Rich Stachura	Rich Stachura	26470 Spring Town Blvd.
GREG WALSH	G Walsh	26537 SPRING TOWN BLVD
Mallory H McConnell	Mallory H. McConnell	26580 Spring Town Blvd.
Janice Christeson	Janice Christeson	18034 Marley Lane
Mike Lewis	Mike Lewis	17218 Tobiah Way
Stephanie Hartsoe	[illegible]	16539 Asher Ct.
Michael R Harris	Michael R. Harris	16549 ASHER COURT
Dawn Decan	Dawn Decan	16559 ASHER CT
Lauren Clendenel	Lauren Clendenel	17255 Tobiah Way
Tony Hess	Tony Hess	17256 Tobiah Way
Toni Smith	TONI SMITH	17269 TOBIAH WAY
[illegible]	JASON THOMAS	16536 Asher CT.
WILLIAM MARTIN	William Martin	16560 ASHER CT.
WILLIAM McGINNIVILLE		26445 SPRINGTOWN BLVD

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