

ROBERT C. WHEATLEY, CHAIRMAN
KIM HOEY STEVENSON, VICE CHAIRMAN
R. KELLER HOPKINS
J. BRUCE MEARS
HOLLY WINGATE



2 THE CIRCLE | PO BOX 417
GEORGETOWN, DE 19947
(302) 855-7878 T
(302) 854-5079 F
sussexcountyde.gov

Sussex County Planning & Zoning Commission

AGENDA**

December 17, 2020

5:00 P.M.

** Revised on December 16, 2020 at 5:45 P.M.¹

PLEASE REVIEW MEETING INSTRUCTIONS AT THE BOTTOM OF THE AGENDA

Call to Order

Approval of Agenda

Approval of Minutes – N/A

Other Business

Chase Oaks Subdivision (2019-05)

Final Subdivision Plan

KS

Lands of Coroc/Rehoboth III, LLC (2019-32)

Final Subdivision Plan

BM

S-20-37 Lands of Hearn, LLC

Preliminary Site Plan

HW

Public Hearings

~~C/U 2238 Michael Parsons~~

KS

~~An Ordinance to grant a Conditional use of land in an AR-1 Agricultural Residential District for a go-kart track and concession, go-kart repair and sales shop to be located on a certain parcel of land lying and being in Indian River Hundred, Sussex County, containing 78.36 acres, more or less. The property is lying on the northwest side of Beaver Dam Road (S.C.R. 285), approximately 1,741.67 feet north of Hollymount Road (S.C.R. 48). 911 Address: 20478 Beaver Dam Road, Harbeson. Tax Parcel: 234-10.00-102.03 & 103.00~~

TO BE RESCHEDULED

Ord. 20-07 - Future Land Use Map

AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN IN RELATION TO TAX PARCEL NO. 235-13.00-29.00,



29.01 & 235-14.00-570.00

C/Z 1923 Reed Farms, LLC

KS

An Ordinance to amend the Comprehensive Zoning Map of Sussex County from an AR-1 Agricultural Residential District to a HI-1 Heavy Industrial District for a certain parcel of land lying and being in Broadkill Hundred, Sussex County, containing 67.31 acres, more or less. The property is lying on the west side of Gravel Hill Rd. (Rt. 30) approximately 309 feet south of Milton-Ellendale Hwy. (Rt. 16). 911 Address: 14888, 14866. & 14742 Gravel Hill Rd., Milton. Tax Parcels: 235-13.00-29.00, 29.01 & 235-14.00-570.00

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on December 10, 2020 at 7:30 p.m., and at least seven (7) days in advance of the meeting.

1 This agenda was revised on December 16, 2020 at 5:45 p.m. to remove the public hearing for C/U 2238 Michael Parsons from the agenda. This item is to be rescheduled for a future meeting date.

This Agenda is subject to change to include the addition or deletion of items, including Executive Sessions, which arise at the time of the Meeting.

Agenda items listed may be considered out of sequence.

-MEETING INSTRUCTIONS-

** The Sussex Planning & Zoning Commission is holding this meeting under the authority issued by Governor John C. Carney through Proclamation No. 17-3292.

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

Chamber seating capacity is limited and seating assignments will be enforced.

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

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

To join the meeting via telephone, please dial:

Conference Number: 1 302-394-5036

Conference Code: 570176

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

The Planning & Zoning Commission meeting materials, including the “packet”, are electronically accessible on the County’s website at: <https://sussexcountyde.gov/>

If any member of the public would like to submit comments electronically, these may be sent to pandz@sussexcountyde.gov. All comments shall be submitted by 5:00 P.M on Wednesday, December 16, 2020

###



Memorandum

To: Sussex County Planning Commission Members

From: Jamie Whitehouse, Director, Department of Planning & Zoning; Jenny Norwood, Planning and Zoning Manager, Lauren DeVore, Planner III, Christin Headley, Planner I, Nicholas Torrance, Planner I, and Chase Phillips, Planner I

CC: Vince Robertson, Assistant County Attorney

Date: December 7, 2020

RE: Other Business for the December 17, 2020 Planning Commission Meeting

This memo is to provide background for the Planning Commission to consider as a part of the Other Business to be reviewed during the December 17, 2020 Planning Commission meeting.

Chase Oaks (2019-05)

KS

Final Subdivision Plan

This is a Final Subdivision Plan for the creation of a two-hundred and fifty-three (253) lot cluster subdivision and cemetery easement for public access. At their meeting of Thursday, September 26, 2019, the Planning and Zoning Commission approved the Preliminary Subdivision Plan. The properties are located on Robinsonville Road (S.C.R. 277) at Webb Landing Road (S.C.R. 277B). The Final Subdivision Plan complies with the Sussex County Zoning and Subdivision Code and all Conditions of Approval. Tax Parcels: 234-6.00-96.00, 97.00 & 98.00. Zoning: AR-1 (Agricultural Residential Zoning District). Staff are in receipt of all agency approvals.

Lands of Coroc/Rehoboth III, LLC (2019-32)

BM

Final Subdivision Plan

This is a Final Subdivision plan to divide a 10.00 acre +/- parcel of land into 3 proposed lots. Proposed Lot 1 will consist of 2.01 acres; Lot 2 will consist of 2.29 acres and Lot 3 will consist of 3.40 acres. At their meeting of Thursday, October 8, 2020, the Planning and Zoning Commission approved the Preliminary Subdivision Plan. The properties are located on the west side of Holland Glade Road (S.C.R. 271) approximately 0.11-mile northeast of Coastal Highway (Route 1). The Final Subdivision Plan complies with the Sussex County Zoning and Subdivision Code and all Conditions of Approval. Tax Parcel: 334-13.00-325.36. Zoning: C-3 (Heavy Commercial District). Staff are in receipt of all agency approvals.

S-20-37 Lands of Hearn, LLC

HW

Preliminary Site Plan

This is a Preliminary Site Plan for a 4,800 square foot event venue hall, 96 parking spaces, and other site improvements to be located at 8275 Cannon Road (S.C.R. 18) in Bridgeville. This proposed use is an extension of Conditional Use No. 2226 which was approved by the Sussex County Council on September 29, 2020 and adopted through Ordinance No. 2742. This Preliminary Site Plan complies with the Sussex County Code and all five (5) of the conditions of approval. Tax Parcel: 131-18.00-33.00. Zoning: AR-1 (Agricultural Residential Zoning District). Staff are awaiting agency approvals.



MAPPING & ADDRESSING

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



Sussex County

DELAWARE
sussexcountyde.gov

October 22, 2018

Solutions IPEM

Attn: Jason Palkewicz
303 N Bedford Street
Georgetown, DE 19947

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

I have reviewed the name(s) submitted for your proposed subdivision CHASE OAKS, which is located in LEWES (234-6.00-96.00,97.00& 98.00). In reviewing the proposed name(s) the following has been **approved** for this subdivision:

CHASE OAKS

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

Sincerely,

Terri L. Duker

Terri L. Duker
Addressing Technician II

CC: Christin Headley
Planning & Zoning



From: [Crisci Richard](#)
To: [Hollis Bartkovich](#)
Subject: Re: [External] Chase Oaks Subdivision
Date: Monday, October 26, 2020 11:51:07 AM
Attachments: [image001.png](#)

Good Morning Holly,

The district will provide a bus stop that meets state regulations at the entrance to the development: Corner of Webbs Landing Rd & the intersection of Hearthwood Circle & Chase Oaks Dr. The proposed locations for the bus stop pad look to be at the perfect location for students to see the bus approaching. Please let me know if there is anything else you need from me.

Thank you,
Rich

signature_1331209568



The Cape Henlopen School District is an equal opportunity employer and does not discriminate on the basis of race, color, creed, religion, gender (including pregnancy, childbirth and related medical conditions), national origin, citizenship or ancestry, age, disability, marital status, veteran status, genetic information, sexual orientation, or gender identity, against victims of domestic violence, sexual offenses, or stalking, or upon any other categories protected by federal, state, or local law. (El Distrito Escolar Cape Henlopen ofrece oportunidades iguales de empleo y sin discriminación de raza, color, credo, religión, género (incluyendo embarazo, parto y sus condiciones médicas), nacionalidad, ciudadanía o ascendencia, edad, discapacidad, estado civil, servicio military(veterano), información genética, orientación sexual, o identidad de género, en contra de víctimas de violencia doméstica, ofensas sexuales, acecho, o bajo cualquier otra categoría protegida por la ley local, estatal, y federal.) Edward I. Waples, Employee/Student Compliance Officer: OCR/Title IX/504 Office of Human Resources; LouAnn Hudson, Student 504 Compliance Officer, 1270 Kings Highway, Lewes, DE 19958

From: Hollis Bartkovich <hbartkovich@solutionsipem.com>
Date: Thursday, October 22, 2020 at 11:47 AM
To: Crisci Richard <Richard.Crisci@cape.k12.de.us>
Subject: [External] Chase Oaks Subdivision

WARNING: External Email - This email originated outside of the State email system.
DO NOT CLICK links or attachments unless you recognize the sender and *are expecting* the email.

Richard,

A condition of approval for Chase Oaks subdivision is that we coordinate with the local school district regarding the location of a covered school bus stop within the subdivision, if required by the local school district. Please find attached a plan depicting the location of the proposed bus stop pad. Should you have any questions or concerns please feel free to reach out to me.

Thanks,
Holly

Hollis Hearne Bartkovich | EIT, LEED AP

Solutions IPEM | 3003 Merritt Mill Road | Salisbury, MD 21804 | ph 302.297.9215 |
www.solutionsipem.com |



FORM 1
DATE _____
RECEIVED: 10/6/2020
ID #: 6310

Notice of Intent (NOI) for Storm Water Discharges Associated With CONSTRUCTION ACTIVITY Under a NPDES General Permit

I. Applicant Information

Owner/Operator: Charter Oaks Investment, LLC
Owner Last Name: Haese
Owner First Name: Jonathan MI: Prefix: Suffix:
Mailing Address 1: 4938 Hampden Lane, Ste 324
Mailing Address 2: _____
City: Bethesda State: MD Zip: 20814
Telephone: 301.370.6967 Mobile: _____
Email Address: jack@charteroak-inv.com

II. Contact Information

Owner/Operator: Charter Oaks Investment, LLC
Owner Last Name: Haese
Owner First Name: Jonathan MI: Prefix: Suffix:
Mailing Address 1: 4938 Hampden Lane, Ste 324
Mailing Address 2: _____
City: Bethesda State: MD Zip: 20814
Telephone: 301.370.6967 Mobile: _____
Email Address: jack@charteroak-inv.com



Notice of Intent (NOI) for Storm Water Discharges Associated With CONSTRUCTION ACTIVITY Under a NPDES General Permit

III. Billee Information

Owner/Operator: Charter Oaks Investment, LLC

Owner Last Name: Haese

Owner First Name: Jonathan MI: Prefix: Suffix:

Mailing Address 1: 4938 Hampden Lane, Ste 324

Mailing Address 2:

City: Bethesda State: MD Zip: 20814

Telephone: 301.370.6967 Mobile:

Email Address: jack@charteroak-inv.com

IV. Project Information

Project Name: Chase Oaks

Project Location/Address: East side of Robinsonville Road

City: Lewes State: DE Zip: 19958

County: Sussex Municipality: N/A

Tax Parcel ID Number:

Project Type: Other

Center of Site

Latitude: 38.704134 Longitude: -75.182852

Name of Receiving Waters/Watershed: Herring Creek-Rehoboth Bay

Has the Sediment & Stormwater / Storm Water Pollution Prevention Plan (SWPPP) been prepared?

Yes

No



Notice of Intent (NOI) for Storm Water Discharges Associated With CONSTRUCTION ACTIVITY Under a NPDES General Permit

IV. Project Information (continued)

Stormwater Management Practices Proposed: (Indicate quantity of each)

_____ 9 Wet Pond

Plan Approval Agency: Sussex Conservation District

Total Land Area of Site (tenths of acres): 145.30

Estimated Area to be Disturbed (tenths of acres): 98.00

Estimated Construction Start Date: 1/2/2020

Estimated Construction Completion Date: 10/1/2026

V. Permittee Certification

NOTE: SEE INSTRUCTIONS FOR SIGNATURE REQUIREMENTS

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I certify under penalty of law that I understand the terms of and conditions of the Delaware National Pollutant Discharge Elimination System (NPDES) Special Conditions for Storm Water Discharges Associated with Construction Activities.

Print Name: Haese, Jonathan

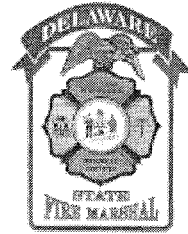
Signature: _____

Date: _____



**OFFICE OF THE STATE FIRE MARSHAL
Technical Services**

22705 Park Avenue
Georgetown, DE 19947



SFMO PERMIT

Plan Review Number: 2020-04-204729-MJS-02

Tax Parcel Number: 234-6.00-986.00

Status: Approved as Submitted

Date: 10/27/2020

Project

Chase Oaks Robinsonville Road and Webbs Landing Road
Chase Oaks Lewes DE 19958

Scope of Project

Number of Stories:
Square Footage:
Construction Class: **Occupant Load Inside:**
Fire District: 82 - Lewes Fire Dept Inc **Occupancy Code:**

Applicant

Hollis Bartkovich
303 North Bedford Street
Georgetown, DE 19947

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

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

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

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

This Plan Review Project was prepared by:

Desiree McCall

FIRE PROTECTION PLAN REVIEW COMMENTS

Plan Review Number: 2020-04-204729-MJS-02

Tax Parcel Number: 234-6.00-986.00

Status: Approved as Submitted

Date: 10/27/2020

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.

9999

* This site review is for the residential dwellings only. If an amenities/pool area are proposed in the future, plans for the site and building will be required.

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

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.

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

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

around the barrel under the top flange.

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

1432 A The steamer connection of all fire hydrants shall be so positioned so as to be facing the street or fire lane. (DSFPR Regulation 705, Chapter 5, Section 10). The center of all hose outlet(s) on fire hydrants shall be not less than 18 inches above final grade (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 or revisions to the plans occur, plans are required to be submitted, reviewed, and approved.

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

November 10, 2020

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

REF: **CHASE OAKS
ANGOLA NECK PLANNING AREA
SUBDIVISION NO. 2019-5
SUSSEX COUNTY TAX MAP NUMBER 234-6.00-96.00, 97.00 & 98.00 – CLASS-1
AGREEMENT NO. 1124**

Dear Mr. Palkewicz:

The above referenced project was approved on November 6, 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

Scott A. Thornton
Public Works Engineering Technician IV

cc: Mr. Keith Bryan, w/2 enclosures
Public Works Field File, w/2 enclosures
Owner/Developer: Charter Oak Investment, LLC, Jack Haese, without enclosures



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 589
GEORGETOWN, DELAWARE 19947



September 4, 2020

TIDEWATER UTILITIES, INC.

APPROVAL TO CONSTRUCT

Chase Oaks Connection
Rehoboth District
PWS #DE0000991
Approval #20W142

Mr. Jack Haese
Charter Oaks Investment, LLC
929 Mallard Circle
Arnold, MD 21012

Dear Mr. Haese:

As provided by Section 2.11 of the *State of Delaware Regulations Governing Public Drinking Water Systems*, you are granted approval to connect Chase Oaks to the proposed main in accordance with the plans submitted Solutions, IPEM. The plans consist of:

1. Transmittal letter dated September 2, 2020.
2. Two copies of the plans entitled "Chase Oaks" dated June 9, 2020 and revised August 11, 2020.

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

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

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

Mr. Jack Haese
Charter Oaks Investment, LLC
September 4, 2020
Page 2

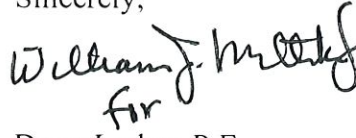
Should you have any questions regarding this matter, please feel free to contact Bill Milliken at (302) 741-8646.

Plans reviewed by:



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

Sincerely,



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

cc: Janelle Cornwell, Sussex County Planning & Zoning
Public Service Commission
Holly Bartkovich, EIT, Solution, IPEM
Alexis Viridin-Gede, Tidewater Utilities, Inc.
Ashley Kunder, Office of Drinking Water

1. The approval is void if construction has not been started by September 4, 2021.
2. The project shall be constructed in accordance with the approved plans and all required conditions listed in this Approval to Construct. If any changes are necessary, revised plans shall be submitted and a supplemental approval issued prior to the start of construction. As-built plans including profile mark-ups must be submitted to the Office of Engineering after construction has been completed.
3. Representatives of the Division of Public Health may inspect this project at any time during the construction.
4. This approval does not cover the structural stability of any units or parts of this project.
5. The water system shall be operated in conformance with the *State of Delaware Regulations Governing Public Drinking Water Systems*.
6. All wells, pipes, tanks, and equipment which can convey or store potable water shall be disinfected in accordance with the current AWWA procedures. Plans or specifications shall outline the procedure and include the disinfectant dosage, contact time, and method of testing the results of the procedure. (Recommended Standards for Water Works 2018 Edition 2.15)
7. Water mains crossing sanitary and storm sewers should be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the sewer, and the water main should be above the sewer. At crossings, one full length of water pipe should be located so both joints will be as far from the sewer as possible. Special structural support for the water and sewer pipes may be required. In cases where it is not practical to maintain an 18-inch separation, the Division may allow deviation on a case-by-case basis if supported by data from the design engineer.
8. Water mains should be laid 10 feet horizontally from any existing or proposed sanitary or storm sewers. The distance should be measured edge to edge. In cases where it is not practical to maintain a 10-foot separation, the Division may allow deviation on a case-by-case basis if supported by data from the design engineer.
9. All chemicals, materials, mechanical devices, and coatings in contact with potable water shall comply with National Sanitation Foundation/American National Standards Institute Standards (NSF/ANSI) 60 and 61 and shall be inert, nontoxic, and shall not impart any taste, odor, or color to the water.
10. Sufficient valves should be provided so that inconvenience and sanitary hazards will be minimized during repairs. Valves should be located at not more than 500-foot intervals in commercial districts and at not more than one block or 800-foot intervals in other districts.

11. There shall be no connection between the distribution system and any pipes, pumps, hydrants, or tanks whereby unsafe water or other contaminating materials may be discharged or drawn into the system.
12. Fire hydrant drains shall not be connected to or located within 10 feet of sanitary sewers, storm sewers, or storm drains.
13. Prior to usage of water from this new well, water plant, storage plant, or distribution system, approval for the water quality must be obtained from the Division of Public Health.
14. The water system should be capable of providing at least 25 psi at ground level at all times throughout the distribution system.
15. All plastic pipe utilized in this drinking water system shall be approved for potable water use (NSF-pw). If any piping is joined with solder or flux, the solder and flux shall be lead free (less than or equal to 0.2 percent lead).
16. All water lines should be buried to a depth of at least 3 feet.
17. A Certificate of Public Conveniences and Necessity should be acquired from the Public Service Commission, (302) 739-4247.
18. This approval is for the distribution system only. Plans and specifications for all well plumbing, pumps, storage (including any interior coatings), and treatment must be submitted to and approved by this office prior to their installation.
19. The approval is subject to immediate revocation upon violation of any of the preceding conditions.
20. All other local (county/city/town) approvals or permits needed must be obtained prior to beginning construction.
21. Upon completion of construction and before the system is placed into operation, a "Notice of Completion" must be submitted to the Office of Engineering. Before placing the system into operation, the following must be adhered to:
 - a. Submit a set of as-built plans with profile markups to the Office of Engineering.
 - b. Obtain an Approval to Operate from the Office of Engineering.



December 3, 2020

Mr. Jack Haese
c/o Solutions IPEM
303 North Bedford Street
Georgetown, DE 19947

RE: Chase Oaks

Dear Mr. Haese:

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

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

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

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

Sincerely,

Jessica Watson

Jessica Watson queue
Program Manager

JW/jmg

cc: Janelle Cornwell

CONDITIONS OF APPROVAL

NOTIFICATION

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

CHANGES

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

CONSTRUCTION AND CLOSEOUT

6. A pre-construction meeting must take place before any land disturbing activity begins. The meeting may take place on site and be attended by the owner, contractor, design consultant, Certified Construction Reviewer and Sussex Conservation District Sediment and Stormwater Program Construction Reviewer. The owner or the owner's designee shall contact the Sussex Conservation Construction Reviewer to schedule the pre-construction meeting.
7. Keep available onsite, during all phases of construction, a copy of the approved Sediment and Stormwater Management Plan.
8. Keep available onsite, during all phases of construction, 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.



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

December 02, 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
Chase Oaks
Tax Parcel # 234-6.00-96.00, 97.00, 98.00
Robinsonville Road (SCR 277)
Webbs Landing Road (SCR 277B)
Indian River Hundred, Sussex County

Dear Mr. Whitehouse:

The Department of Transportation has reviewed the Site Plan, dated June 24, 2020 (signed and sealed October 29, 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

Chase Oaks
Mr. Jamie Whitehouse
Page 2
December 02, 2020

may be other reasons (environmental, historic, neighborhood composition, etc.) which compel that jurisdiction to modify or reject this proposed plan even though DeIDOT 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: J. Hutchins Haese, Charter Oak Investment, LLC
Jason Palkewicz, Solutions IPEM
William Kirsch, South District Entrance Permit Supervisor
Rusty Warrington, Sussex County Planning & Zoning
Jessica L. Watson, Sussex Conservation District
Matt Schlitter, South District Public Works Engineer
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
Kerry Yost, Traffic Calming & Subdivision Relations
Linda Osiecki, Pedestrian Coordinator
John Fiori, Bicycle Coordinator
Mark Galipo, Traffic Development Coordination Engineer
Tim Phillips, Maintenance Support Manager
Dan Thompson, Safety Officer North District
Jared Kauffman, DTC Planner
James Kelley, JMT
Wendy L. Polasko, Subdivision Engineer
Brian Yates, Sussex County Reviewer

Tax Parcels:
234-6.00-96.00, 234-6.00-97.00,
234-6.00-98.00

Prepared By:
Benson Klein, LLC

Return To:
Chase Oaks DE, LLC, a Virginia
limited liability company
c/o L. M. Sandler and Sons, Inc.
ATT: Clark Hetzler
448 Viking Drive , Suite 220
Virginia Beach, VA 23452

**DECLARATION ESTABLISHING A PLANNED COMMUNITY OF PREMISES
SITUATED IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, DELAWARE
PURSUANT TO THE DELAWARE UNIFORM COMMON INTEREST OWNERSHIP
ACT FOR
CHASE OAKS SUBDIVISION**

CHASE OAKS DE, LLC, a Delaware limited liability company, whose address is 448 Viking Drive, Suite 220, Virginia Beach, VA 23452 , (hereinafter referred to as the "Declarant"), does hereby declare:

Intent of Submission and Description of Property

Chase Oaks DE, LLC, formed in Virginia and registered in Delaware, 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 Planned Community Unit Ownership of the Property subject to the easements, restrictions, covenants, conditions, liens and charges set forth herein. The Property being submitted with this Declaration is the Chase Oaks Subdivision consisting of 253 single family residential Units and Common Spaces including but not limited to, interior streets, storm water management facilities, community amenities, open, and forested buffer as shown on the Final Site Plan prepared by Solutions, IPPEM, dated the ____ day of December, 2020. as further recorded in the Office of the Recorder of Deeds in and for Sussex County at Georgetown, Delaware in Plot Book _____, page _____ *et seq.*, as may hereafter be amended and expanded (the "Record Plan").

**ARTICLE I
DEFINITIONS**

Definitions. The terms used in this Declaration and in the accompanying Bylaws shall have the following meanings unless the context shall require otherwise, and such definitions shall apply to the singular and plural forms of any such word or term.

ACT - Shall mean the Delaware Uniform Common Interest Ownership Act, Title 25, *Delaware Code*, Section 81-101 through 81-421, as may be further amended.

ARCHITECTURAL REVIEW COMMITTEE - Shall mean the Chase Oaks Architectural Review Committee ("CO-ARC"), which has jurisdiction over design and development guidelines in the Planned Community pursuant to Article VII of this Declaration.

ASSESSMENT or COMMON EXPENSE ASSESSMENT means the sums attributable to each unit and due to the association as a result of the common expense liability allocated to each unit in the manner described in § 81-315 of the Act.

ASSOCIATION - Shall mean all of the Unit Owners acting as a group in accordance with the Bylaws, which shall be incorporated as "CHASE OAKS HOMEOWNERS ASSOCIATION INC.", a Delaware non-profit, non-stock corporation, its successors and assigns, organized under § 81-301 of the Act.

BYLAWS - Shall mean the recorded document that contains the procedures for conduct of the affairs of and the governing regulations adopted in accordance with § 81-306 of the Act for the regulation and management of the Planned Community, including such amendments thereof as may be adopted from time to time and filed for record in the Office of the Recorder of Deeds in and for Sussex County at Georgetown, Delaware.

COMMON ELEMENTS - Shall mean any real estate within a Planned Community which is owned or leased by the Association, other than a Unit; and any other interests in real estate for the benefit of Unit Owners which are subject to the Declaration that are not intended for, or dedicated to, use by the general public, and which are included within the definition thereof as set forth in Section 81-103(8) of the Act. The general public shall have no right to use or enjoyment of the Common Elements, provided, however, that nothing herein contained, nor any recorded plat, shall be deemed to prohibit the Declarant, in its sole and absolute discretion, from conveying same to a federal, state or municipal government or to any body or agency thereof. Specifically included in the Common Elements are streets and roads not dedicated to a governmental agency, swales, parking Units and spaces, medians, green areas and open spaces, sidewalks, signage, street lighting, storm water management ponds, easement areas designated as Common Area, access easements across other real property, walking trails, Recreational Facility (as hereinafter defined), such other lands and/or improvements as the Declarant may, in its

absolute and sole discretion, make subject to this Declaration and designate as Common Elements by subsequent amendment or supplement; and which are shown on the Record Plan, subject to any public utility easements now of record or to be given in the future either by the Declarant or the Association for sanitary and storm sewer use, water lines, electric, telephone and cable television transmission lines, fuel oil and gas lines, and other similar necessary or desirable utility functions; and subject further to any conservation easements now of record or to be given in the future either by the Declarant or the Association. Nothing herein contained, nor any recorded plat shall be deemed to create a Common Element, nor shall the Association or any Owner be entitled to any right, title or interest in any of the Declarant's property unless and until Declarant shall formally include such Common Element property by a supplemental or amended Declaration. Notwithstanding anything contained herein to the contrary, the Declarant may but shall not be obligated to convey to the Association or otherwise include in the Development any open space, trail, path, lagoon, pond, lake, natural buffer zone, or other portion of the Property.

COMMON EXPENSES - Shall include the definition thereof as set forth in Section 81-103 (9) of the Act and as defined in this Declaration and means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, related to Common Elements, other Units or other real estate described in the Declaration, including but not limited to the real estate taxes, insurance premiums, maintenance, or improvement of or services or other expenses related to Common Elements.

COMMON INTEREST COMMUNITY - Shall include the definition thereof as set forth in Section 81-103 (11) of the Act and means real estate described in this Declaration with respect to which a person, by virtue of that person's ownership of a Unit, is obligated to pay for a share of real estate taxes, insurance premiums, maintenance, or improvement of or services or other expenses related to Common Elements, other Units or other real estate described in that Declaration.

DEALER- Shall include the definition thereof as set forth in Section 81-103 (12) of the Act and means any person in the business of selling units for that person's own account.

DECLARATION - Shall mean this Declaration and all supplements and amendments to this Declaration recorded in the Office of the Recorder of Deeds of Sussex County.

DECLARANT - Shall mean CHASE OAKS DE, LLC, a Virginia limited liability company, and its successors and assigns, as to all or any portion of the interests of CHASE OAKS DE, LLC, in the Property and the Development. By specific amendment of this Declaration, the Declarant may designate the Association as its successors from such time and for such purposes as shall be stated in such amendment.

DECLARANT'S UTILITY RIGHTS - Shall mean those legal rights to provide for utility infrastructure for the Development including the right to identify, locate, place, operate and maintain the utility infrastructure for the Development and specifically including the right to dedicate, bargain and sell and/or grant easements to effect the same.

DEVELOPMENT - Shall mean the land described in Schedule "A", together with all appurtenant easements, leases and licenses as they are described in this Declaration and as are enlarged, diminished or otherwise modified at any time and from time to time by amendment of this Declaration duly recorded.

DEVELOPMENT PLAT - Shall mean any plat for any portion of the Property, Additional Property and/or Annexed Property attached to and made a part of this Declaration, and any such plat or amended plat which the Declarant from time to time causes to be recorded in the Office of the Recorder of Deeds for Sussex County; specifically, the first plat of the Property as recorded in the Office of the Recorder of Deeds of Sussex County, at Georgetown, Delaware, in Plot Book _____ at Page _____ *et seq.*

EXECUTIVE BOARD - Shall mean the governing body of the Association, also referred to as the "Board", consisting of natural persons of the number stated in the Bylaws, three (3) of which may be appointed by the Declarant and two (2) may be Unit Owners as defined herein.

FAMILY - Shall mean an individual or two or more persons who are related by blood, marriage or adoption, living together or a group of not more than three persons living together by joint agreement on a non-profit, cost-sharing basis.

FORECLOSURE - Shall mean a conveyance of property pursuant to judicial foreclosure of a Mortgage or by a deed given in lieu of a judicial foreclosure.

LEASE - Shall mean any agreement for the use of property in the Development, whether oral or written, whether in exchange for payment of rent or for other or no consideration, and whether for a term of hours, days, months or years.

UNITS or UNIT- Shall mean and refer to any legally subdivided Units or Unit (with exception of the Common Area), regardless of size established pursuant to the Record Plan, whether vacant or improved with a single-family detached residential dwelling, as further defined by Section 81-103 (48) of the Act.

MAJORITY or MAJORITY OF UNIT OWNERS - Shall mean the Unit Owners of more than fifty percent (50 %) of the aggregate interest in the Units to be constructed.

MEMBER - Shall mean and refer to all those Unit Owners who are members of the Association as provided in Article III, Section 3.1 of this Declaration.

MORTGAGE - Shall mean a Mortgage to a person, bank, trust company, insurance company, pension fund, other commercial lender (whether organized as a corporation, partnership, or otherwise), or to an organization such as, but not limited to, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, which participates in any way in a secondary market for mortgages.

MORTGAGEE - Shall mean, when spelled with an initial capital letter, a holder of a Mortgage.

OCCUPANT - Shall mean, any person, including, without limitation, any Owner, member of an Owner's immediate family, guest, tenant or other lawful user of a Unit in the Development.

OWNER - Shall mean, when spelled with an initial capital letter, the Declarant and any one or more persons or entities holding fee-simple title of record in a Unit in the Development.

PHASE - Shall mean that part of the Property, Additional Property and/or Annexed Property developed as part of CHASE OAKS.

PLANNED COMMUNITY - Shall mean the Property and the Buildings and all other improvements and structures to be constructed or placed 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 known as CHASE OAKS.

PROFESSIONAL MANAGEMENT AGENT - Shall mean a professionally licensed individual or organization whose primary business is management of residential properties and who shall be capable of being bonded.

PROPERTY- Shall mean that real property which is identified as the Development, "CHASE OAKS Final Site Plan" dated _____ as recorded in the Office of the Recorder of Deeds of Sussex County in Georgetown, Delaware, in Plot Book _____, Page _____ *et seq.*

RECORDED - Shall mean any document or instrument that has been duly entered of record in the Office of the Recorder of Deeds in and for Sussex County at Georgetown, Delaware.

RECREATIONAL FACILITY - Shall mean that part of the Common Areas as will be described on a Plot of the phase in which such facility is to be included and which may include a community center, swimming pool, ~~sports court~~ and adjacent parking areas, any or all of which may be subject to separate fees and assessments.

RULES AND REGULATIONS-Shall mean such rules and regulations as may be adopted from time to time by the Declarant or Executive Board in accordance with Sections 81- 302 (a)(1) and 81-320 of the Act that are necessary for the enjoyment of the Planned Community, provided said rules and regulations are not in conflict with the Act, this Declaration or the Bylaws.

SUBDIVISION - Shall mean and refer to the Development.

UNIT OWNER - Shall mean any natural person, corporation, partnership, association, trust, limited liability company or other legal entity or any combination thereof which holds record title to a Unit.

ARTICLE II PLAN OF DEVELOPMENT

Section 2.1. Plan of Development.

2.1.1. The Development initially shall consist of all the Property described in Schedule "A" attached hereto and an easement across adjacent lands owned nor or formerly by Indian Town Farms Property Owners Association for the construction and perennial maintenance of a storm water management facility for the conveyance and storage of storm water runoff over, across, on, through and under said adjacent lands and for the storm water management system of the Development (the legal description for said storm water easement is described in Schedule "B" attached hereto and incorporated herewith). All property within the Development shall be subject to the covenants, easements and restrictions set forth in this Declaration. There shall be a two hundred fifty three (253) Units in the Development as provided by the current Record Plan for CHASE OAKS, or such number of Units in the Development as may be approved by an amendment to said Record Plan for CHASE OAKS. For so long as Declarant owns any Unit or any interest in the Property, Declarant shall have the right, but not the obligation, to make improvements and changes to the Common Elements and to any or all Units or any other property owned by Declarant, including but not limited to the following: (1) installation and maintenance of any improvements in and to any Common Elements or Recreational Facility, (2) changes in the location of the boundaries of the Common Elements, any Recreational Facility and any Unit owned by Declarant, (3) installation and maintenance of the whole or parts of any water, sewer, electric, solar panels, natural or propane gas, or other utility system or facility such as, but not limited to, television cable and its various attendant services, telephone service to include teletype, computer, telex, news service, or computer or any like instrument used in the transmission, reception or retrieval of messages, facts, or information; and (4) installation of security and/or refuse facilities. The Declarant or Association shall have the right to collect reasonable fees and charges for activities or the use of its facilities.

2.1. 2 Except as otherwise expressly stated in this Declaration, Declarant reserves the right to plan, design, develop, construct, maintain and manage, as Declarant deems

appropriate for its purposes, the Common Elements and Declarant-owned Units. This reservation of right includes, without limitation, the right to change the number, shape, size and location of Units, the shape, size and location of Common Elements, Recreational Facility or any part thereof.

2.1.3. Declarant shall have the right, in its sole discretion, at any time and from time to time, to convey to the Association any common area and any other property owned by the Declarant contained within the Property or any portion or portions thereof, and such property shall be subject to the lien of taxes not yet due and payable, all easements and restrictions of record, utility easements serving or otherwise encumbering the property and any exceptions which would be disclosed by an accurate survey or physical inspection of such parcel(s).

Section 2.2. Name of Planned Community. This Planned Community shall be known as CHASE OAKS or CHASE OAKS SUBDIVISION and it shall be a Planned Community as defined in Section 81-103 (33) of the Act.

Section 2.3. Utilities and Related Facilities. Declarant, any affiliate of Declarant or contractor of Declarant, may own any telephone and/or television or cable and attendant services; water mains, laterals, valves, meter pits, meters and appurtenances or any other utility systems and facilities, or any part of them; storm water drainage systems, including any culverts, swales, pipes, retention ponds, and appurtenances; irrigation well, distribution lines, sprinkler heads and appurtenances; gas or other utility lines and wires (individually and collectively, the "Utility Systems") serving the Development. Notwithstanding the foregoing, Declarant, or any affiliate, owning such system and facilities, or any part of them, shall have the right but not the obligation, to make any part or all of any such system and facilities a part of the Common Elements or, at any time and from time to time, convey any part or all of any such system and facilities to the Association, a club, a municipality, public authority, governmental agency, public service district or a public or private utility operator.

Section 2.4. Interest Subject to Plan of Development. Every grantee of a Unit or any other portion of the Development shall purchase such Unit or other property, and every holder of a mortgage or other lien, or a security interest in a Unit or other portion of the Development shall take such title, lien or security interest with notice of the Declarant's plan of development as set forth herein and other provisions of this Declaration, and no conveyance of, lien on, or security interest in a Unit or other portion of the Development shall have any effect on the right of the Declarant to convey any interest in the Development by deed, lease, declaration, mortgage or other means or instrument to a purchaser, lender, or other party. Any provision of this Declaration to the contrary notwithstanding, the provisions of this Article II may not be abrogated, modified, rescinded, supplemented or amended or otherwise affected, in whole or in part except by Declarant or with the written consent of Declarant.

Section 2.5. Units Subject to Declaration, Bylaws, Record Plan, and Rules and Regulations. All present and future Unit Owners, mortgagees, lessees, tenants and occupants of Units and their employees and any other person who may use the facilities of the Property in any manner, are subject to and shall comply with the provisions of the following (individually and collectively the "Governing Document"); this Declaration, as may be amended; the Bylaws, as may be amended; the Record Plan, as may be amended; and any Rules and Regulations for the Development, as may be adopted by the Council as hereinafter provided. The acceptance of a deed or transfer document, or the act of entering into a lease or entering into occupancy of any Unit shall constitute an agreement that the provisions of the Governing Documents are accepted and ratified by such Unit Owner, lessee, mortgagee, tenant or occupant, and all such provisions shall be deemed and taken to be enforceable equitable servitudes and covenants running with the Property and shall bind any person having at any time any interest or estate in such Unit, his heirs, executors, personal representatives, successors and assigns, as though such provisions were recited at length in each and every such document.

ARTICLE III THE ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Every person or entity who is an Owner of a Unit shall be a member of the Association and shall enjoy all of the benefits of such membership. Membership shall be appurtenant to, and may not be separated from, ownership of a Unit. Conveyance of a Unit shall, without need to specifically provide therein, terminate membership of the grantor in the Association with respect to the Unit conveyed; and, by accepting the conveyance, the grantee shall be deemed to accept membership in the Association.

Section 3.2. Transfer of Membership. Every conveyance of a Unit, without need for any provision therein, shall transfer the Association membership of the grantor with respect to that Unit; and, by accepting such conveyance, the grantee shall accept Association membership with respect to that Unit. It shall be the express responsibility of the grantee to provide all required documentation, including but not limited to name, address and settlement sheet, to the Association upon acceptance of the conveyance of any Unit.

Section 3.3. Voting Rights and Interests of Unit Owners.

3.3.1. Class A members shall be all of the Unit Owners except the Declarant. Class A members shall have one (1) vote for each Unit owned; the owners of a Unit with more than one owner shall share a single vote.

3.3.2. The sole Class B member shall be the Declarant. The Class B member shall be entitled to one (1) vote for each Unit in which it holds either the interest required for membership under Section 3.1. above or, as to Additional and Annexed Property, the right to submit Units to this Declaration. Class membership shall be converted to Class A

membership upon the earlier of (1) the Declarant owning no Units, no additional property and no Annexed Property, or (2) December 31, 2033.

3.3.3. The Owner or Owners of each Unit shall be liable for that portion of the Common Expenses of the Association equal to the fraction of one (1) divided by two hundred fifty three (253), or, as the Development is expanded, by the total number of Units as may be included and made a portion of the Development.

3.3.4. A vote assigned to a Unit shall be cast by one natural person, as a block, and without splitting. A corporation or other entity shall vote by a person named in a certificate signed by the President, Vice-President or person with authority, attested by the Secretary or an Assistant Secretary, and with the corporate or appropriate seal affixed. A partnership shall vote by a person named in a certificate signed by all of the general partners. In the case of a Unit with more than one party holding record title, the vote shall be cast by a person designated in a certificate signed by all of the holders of record title. No vote shall be cast by a person named in a certificate given pursuant to this paragraph until the certificate is filed with the Secretary of the Association. Such a certificate shall remain in effect until a new certificate is filed.

3.3.5. Members may vote by a written proxy which shall be good only for the single meeting being held, and any recess or adjournments thereof, at the place and time, and on the date, stated in the proxy, and the proxy shall be filed with the Secretary before the meeting is called to order.

Section 3.4. Incorporation. The Declarant shall establish the Association by the filing of a Certificate of Incorporation of the Association when the Declarant, at its sole discretion, deems the creation of such Association appropriate, except that the Certificate of Incorporation shall be filed by the Declarant.

Section 3.5. Responsibilities and Powers of the Association. The Declarant has established the Association for the purpose of maintaining and administering the Common Elements; providing common services; administering and enforcing covenants, conditions and restrictions contained herein: adopting and enforcing rules and regulations in the manner provided in Section 81-320 of the Act: and levying, collecting and disbursing the Assessments and other charges provided for herein. The Association shall be governed by its Bylaws, as amended from time to time, this Declaration, and the Act and shall have all of the powers, authority and duties permitted pursuant to the Act and shall also have the power to provide, and shall provide the following:

3.5.1. Operation, care, management, maintenance, repair, replacement and modification of all Common Elements and Recreational Facility;

3.5.2. Insect and pest control to the extent that the Executive Board deems it necessary or desirable, and whether or not it supplements any service provided by any government or other agency;

3.5.3. Enforcement of all covenants and restrictions affecting the Development;

3.5.4. Establish and operate the Chase Oaks Architectural Review Committee and delegation of power to establish and enforce construction and design criteria and architectural standards pursuant to Article VII of this Declaration in the manner provided in .Section 81-320 of the Act, subject to the special Declarant Rights reserved herein;

3.5.5. Management, legal, accounting, information about membership and other services as may be required to achieve the highest integrity of the Association and a high level of informed participation by members;

3.5.6. Prudent insurance coverage, either independently or in common with the Declarant, of the Association, of the Common Elements of the actions taken on behalf of the Association by its directors and officers, and of such other persons, properties. and activities as the Executive Board shall deem appropriate.

3.5.7. Maintain and preserve wooded areas in the Common Elements;

3.5.8. And perform any of the functions or services delegated to the Association in any instrument applicable to the Development:

3.5.9. May assign its future income, including tis rights to receive Common Expense assessments, only by the affirmative vote of Unit Owners to which at least fifty-one percent (51%) of the total votes of the Association are allocated, at a special meeting called for that purpose.

3.5.10. Any and all other services the Executive Board deems necessary or desirable to further the interests of the Development, of the Owners, or of both.

Section 3.6. Rules and Regulations. The Executive Board of the Association may from time to time adopt rules and regulations governing the use of Common Elements, of Units and of the Recreational Facility, not in conflict with this Declaration, the Bylaws or the Act.

3.6.1. Before adopting or substantially amending any rule, the Executive Board must notify all Unit Owners of: (i) its intention to adopt the proposed rule and (ii) a date on which the Executive Board will convene a meeting to receive comments on them from the Unit Owners.

3.6.2. All rules adopted by the association must be reasonable.

Section 3.7. Managing Agent. The Association may employ a Professional Managing Agent at a compensation to be established by the Executive Board to perform such duties as the Executive Board shall authorize, except that making assessments and rules and providing that any action by said managing agent with respect to hiring and dismissal of

personnel, opening bank accounts and designating signatories there to and enforcing rules by legal action shall require the prior written consent thereto of the Executive Board.

Section 3.8. Limitations.

3.8.1. The Executive Board shall have the exclusive right to initiate any form of Legal Proceedings as it deems necessary and appropriate related to the use, operation or maintenance of the Common Elements, or on behalf of the Association and the welfare of the Owners, subject to the following requirements.

3.8.2. "Legal Proceedings", as used in this Article, shall mean the institution of any form of action or suit, EXCEPT the filing and enforcement of liens, the initiation of legal action for routine common expense assessment collection matters, legal actions required to enforce provisions of the Declaration, rules and regulations with respect to the Common Elements or enforcement of service contracts between the Association and non-Declarant contractors.

3.8.3. All claims, counterclaims, disputes and other matters in question between the Association or the Owners with the Declarant arising out of or relating to the obligations of the Declarant under the Declaration or any other statute, regulation, ordinance or the defense of any claims or actions relating to the Common Elements or the breach thereof shall be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in paragraphs 3.8.5 below. This Agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the laws of the State of Delaware.

3.8.4. Notice of demand for arbitration must be filed in writing with the other parties to the Declaration and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

3.8.5. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement identifying the total sum or value in controversy as alleged by the party making such demand or answering statement and the arbitrators will not have jurisdiction, power or authority to render a monetary award in response thereto against any party which totals more than such stated amount (exclusive of interest and costs).

3.8.6. The limitations and restrictions contained in paragraph 3.8.5. may be waived in whole or in part upon written consent of the Association and Declarant as to any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to

arbitration in respect of a specifically described claim, counterclaim, dispute or consent to arbitrate any other claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent or which is with any party not specifically described therein.

3.8.7. The award rendered by the arbitrators shall be final; judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Section 10 and 11 of the Federal Arbitration Act (9 U.S.C. Sections 10 and 11).

3.8.8. Due to the potential adverse financial impact of pursuing Legal Proceedings, the decision to initiate any Legal Proceedings must be made by a resolution duly adopted at a properly noticed regular or special meeting of the Association held for such purpose. Such resolution shall require the affirmative vote of the Unit Owners representing not less than sixty-seven (67%) of the Class A Members and their mortgagees. If the Association shall incur or potentially be obligated as a result of such resolution to incur attorney's fees, expert fees or other costs associated with such legal proceedings totaling in excess of \$20,000 or if the amount recoverable by an attorney for the Association pursuant to a contingency fee agreement shall exceed \$30,000, then such resolution shall require the affirmative vote of the Unit owners representing not less than seventy-five (75%) of the Class A Members and their mortgagees. Neither the Board, the Association nor the Unit Owners shall borrow on behalf of the Association nor use any funds from reserves of the Association to pay such legal costs, but the same shall be paid from and limited to the amounts provided in the annual budget for such expenditures for the fiscal year or shall be raised by special assessment levied against the Unit Owners for such purpose. If such Legal Proceedings are not concluded within one (1) year of the date of such resolution, the continued prosecution of such Legal Proceedings beyond such period must be reaffirmed annually at a special meeting held for such purpose by the percentage vote of the Association as was required to adopt the original resolution. If the continued prosecution of such Legal Proceedings is not reaffirmed, the action shall be discontinued and the Board shall have no further authority to act as the attorney-in-fact for the Association in the further prosecution or defense of such Legal Proceedings but may, with the affirmative vote of a majority of the vote in the Association, act as its attorney-in-fact with respect to any settlement or compromise of such Legal Proceedings; provided the same is completed within six (6) months thereafter. If the Association, by resolution approved in accordance with this section, authorizes the Board to initiate legal Proceedings, then the decisions relating to the conduct of the Legal Proceedings shall be made by the Executive Board for such purposes. Any action regarding the conduct of the Legal Proceedings shall be approved by a percentage vote of seventy-five (75%) or more of the Executive Board. Decisions regarding the conduct of any Legal Proceedings are non-delegable. Notwithstanding anything contained herein or in the Declaration to the contrary, the provisions of this Section shall not be modified or amended without Declarant's written consent so long as Declarant owns any property or Unit within the Development; thereafter this Section shall

not be modified or amended except by a written instrument, executed by the Unit Owners representing not less than eighty-five (85%) of the Class A Members and their mortgagees, and be recorded among the land records of Sussex County.

Section 3.9. Declarant Control. The Declarant shall have all the powers reserved in Section 81-303(c) of the Act to appoint and remove officers and members of the Executive Board.

Section 3.10. Assignment of Obligations. At the request of the Declarant, the Association shall accept assignment and delegation of any or all rights and obligations of the Declarant under this Declaration.

Section 3.11. Members of the Executive Board. The names of the first members of the Executive Board of the Association to serve until their successors are chosen and qualified pursuant to the Bylaws are:

- (a) _____
- (b) _____
- (c) _____

**ARTICLE IV
PROPERTY RIGHTS IN THE COMMON
ELEMENTS**

Section 4.1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with the title to every Unit subject to the following provisions:

4.1.1. The right of the Declarant or the Association to charge reasonable admission and other fees for the use of any facility which may be situated upon the Chase Oaks Common Elements from time to time;

4.1.2. The right of the Declarant or the Association to suspend a Unit or Owner's right to use any of the Common Elements for a period in which the Owner is in default in the payment of any assessment, fee, penalty, interest or any other charge outstanding. Additionally, such rights may be suspended by notice from the Executive Board for such a period not to exceed ninety (90) days for any single and nonrecurring infraction of the Association's published rules and regulations or breach of or default under any of the covenants or provisions of the Declaration. If any such infraction, breach or default is continuous or recurring, then such rights may be suspended for a period commencing on the date the Owner is given notice of the cause for such suspension and ending not more than ninety (90) days after the date such infraction, breach or default ceases or is remedied;

4.1.3. The Declarant's rights with respect to the Utility Systems (the "Declarant's Utility Rights"), including but not limited to those set forth in Section 2.3. of this Declaration;

4.1.4. The right of the Association, subject to the Declarant's Utility Rights, to dedicate or transfer all or any part of the Common Elements to any public agency, authority, or utility .- for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such transfer or dedication, except for the dedications or transfer of utility easements by the Association or any dedication or transfer made in the exercise of the Declarant's utility rights, shall be effective unless approved by more than sixty-seven percent (67%) of the votes entitled to be cast by all of the members of the Association;

4.1.5. The rights of parties holding rights under easements reserved; and

4.1.6. Other rights of the Declarant set forth in this Declaration.

Section 4.2. Title to Common Area. The Declarant hereby may convey to the Association, in such portions as may be convenient to the Declarant, by special warranty deed or deeds, any title in fee simple to the Common Area then retained by the Declarant, subject, however to liens of unpaid taxes not then due and payable, to liens and encumbrances of record, to conditions shown by a survey, to conditions shown by an inspection thereof, and to the terms and provisions of this Declaration.

Section 4.3. Restrictions Upon Owners' Rights. All titles, leaseholds, and other interests in, and all liens upon, property in the Development shall be held subject to the following:

4.3.1. The right of the Declarant, and of the Association, to dedicate, transfer or convey all or any of the Common Elements, with or without consideration, to any successor association, governmental body, district, agency or authority, or to any public or private utility, provided that it shall promote the interests of the Unit Owners;

4.3.2. Easements and rights-of-way through, under, over and across the Common Elements, for the installation, maintenance and inspection of lines and appurtenances for the wastewater collection, public or private water and sewer systems, storm sewer, drainage, electric, fuel oil, gas and other utilities and services, including any telephone, television, irrigation or lawn-sprinkler systems or facility, and the right of the Declarant to grant and reserve easements and right-of-way through, over and upon and across the Common Elements for the completion of the Development, for the operation and maintenance of the Common Elements, and for the benefit of the Unit Owners;

4.3.3. The right of invitees of the Declarant or any Dealer or Unit Owner to use the private streets and roadways, parking areas and other necessary portions of the Common Elements for ingress and egress;

4.3.4. The right of the Association to provide penalties and suspend the rights of any Unit Owner for any period during which any Assessment remains unpaid and for any infraction of this Declaration or the Associations' published rules and regulations;

4.3.5. The right of the Declarant and the Association, respectively and from time to time to establish rules and regulations, to fix and collect assessments, and to fix fees, charges and penalties.

Section 4.4. Additional Structures. Neither the Association nor any Unit Owner or any group of Unit Owners shall, without the prior written approval of Declarant and the Chase Oaks Architectural Review Committee, allow or cause any structure ~~OR~~ other improvement to be placed in or on the Common Elements.

Section 4.5. Easements for Declarant. During the period that Declarant owns any Common Elements or owns any Unit primarily for the purpose of sale or has the option to add the additional property or any portion thereof to the Development, Declarant shall have an alienable and transferable right and easement on, over, through, under and across the Common Elements for the purpose of constructing or improving Units, any improvements to the Common Elements and/or the additional property, and for installing, maintaining, repairing and replacing such other improvements to the Development (including the Recreational Facility and other portions of the Common Elements) as are contemplated by this Declaration or as Declarant, in its absolute and sole discretion, deems in the best interest of the Development, including without limitation any improvements or changes permitted and described in this Declaration, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided that in no event shall Declarant have the obligation to do any of the foregoing.

Section 4.6. Changes in Boundaries: Additions to Common Elements. Declarant shall have the right to change and realign the boundaries of the Common Elements, any Unit or other portion of the Development owned by Declarant, including the realignment of boundaries between adjacent Units and Common Elements. In addition, Declarant reserves the right, but shall not have the obligation, to convey to the Association at any time, and from time to time, any portion of the Additional Property as Common Elements upon the terms and subject to the conditions elsewhere provided in this Declaration.

Section 4.7. Easement for Utilities/Utility Systems. There is hereby reserved for the benefit of Declarant and the Association the power to grant and accept easements to and from any private or public authority, agency, public service district, public or private utility or other person upon, over, under and across (1) all the Common Elements or (2) an area on any Unit intended for improvement as a single family dwelling twenty (20) feet in width along the front boundary lines thereof, and ten (10) feet in width along the side and rear boundary lines thereof, for the purpose of installing, replacing, repairing, maintaining and using telephone, television, security and similar systems and facilities, and all utilities, including but not limited to the sewer system, storm sewers, drainage systems, electricity,

gas, and water. For so long as Declarant owns any portion of the Common Elements or owns any Unit primarily for the purpose of sale or has the option to add the Additional Property or any portion thereof to the Development, the Association may not grant or accept any such easement without the prior written consent of Declarant. To the extent feasible, all systems, utilities and facilities in the Development shall be located underground. All of such easements shall be deemed to include permission (1) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities, (2) to cut and remove any trees, bushes or shrubbery, (3) to grade, excavate or fill, or (4) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use.

Section 4.8. Sales Offices, Rental Offices, Property Management Offices and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant, until the Declarant owns no Units, no Additional Property or until December 31, 2030, whichever is sooner, the perpetual, alienable and transferable right and easement in and to the Development for the maintenance of signs, sales offices, rental offices, property management offices, construction offices, business offices and model or sample homes, together with such other facilities as in the sole and absolute discretion of Declarant may be convenient or necessary to the completion, management, rental, improvement and/or sale of Units, Common Elements or the Additional Property.

Section 4.9. Easements for Additional Property. The Declarant shall have as an appurtenance to the Additional Property, as a burden upon the Development, perpetual, and non-exclusive rights and easements for (1) pedestrian and vehicular access, ingress, egress and parking over, across within and on all streets, alleys, walks, trails, parking facilities and ponds from time to time located on or within the Common Elements or within easements serving the Common Elements, (2) the installation, maintenance, repair, replacement and use of security systems and utility facilities and distribution lines, including without limitation drainage systems, storm sewers and electrical, gas, oil, telephone, water, sewer and master television antenna and/or cable system lines, and (3) drainage and discharge of surface water onto and across the Development, provided that such drainage and discharge shall not materially damage or affect the Development or any improvements from time to time located thereon.

Section 4.10. Dedication of Roads and Alleys. The Declarant may cause some or all of the roads and alleys in the Development to be dedicated as public roads and alleys at such time, and on such terms and conditions, as the Declarant, in its sole and absolute discretion, deems in the best interests to the Development.

Section 4.11. Delegation of Owner's Rights. A Unit Owner may delegate to the Unit Owner's family members, tenants, and invitees, in accordance with this Declaration, the Bylaws and the Rules and Regulations established by the Declarant or Association and not otherwise, the Unit Owner's respective right to enjoyment of the Common Elements.

Section 4.12. Access. All Owners, by accepting title to Units conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress and egress to and from such Units and acknowledge and agree that such access, ingress and egress to and from such streets, sidewalks, walkways, and trails located within the Development from time to time, provided that pedestrian and vehicular access to and from all Units shall be permitted at all times, subject to the rules and regulations provided for herein.

Section 4.13. Easements for Association. The Association shall have a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including but not limited to any Professional Managing Agent employed by the Association and any employees of such manager, to enter upon and into any Unit or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or occupant, as the case may be.

Section 4.14. Maintenance Easement. Subject to the other terms of this Declaration, the Declarant or the Association shall have the right and easement to enter upon any unimproved portions of any Unit for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety and appearance within the Development; provided that such easements shall not impose any duty or obligation upon the Declarant or the Association to perform any such actions. Furthermore, there is hereby reserved for the benefit of the Declarant and the Association an easement, but not an obligation, to enter upon any unimproved portions of Units located within twenty (20') feet from the water's edge of any body of water within the Development for the purpose of mowing such area and keeping the same clear and free from unsightly growth and trash, as well as for the purpose of maintaining such body of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards.

Section 4.15. Environmental Easement. The Declarant or the Association shall have an alienable, transferable and perpetual right and easement on, over and across all unimproved portions of the Common Elements and Units for the purposes of taking any action necessary to effect compliance with environmental rules, regulations and procedures from time to time promulgated or instituted by the Executive Board or by any governmental agency, department or entity, such easement to include without limitation the right to implement erosion control procedures and practices, the right to drain standing water and the right to dispense pesticides.

Section 4.16. Wells and Effluent. The Declarant or the Association shall have an alienable, transferable and perpetual right and easement to (1) pump water from bodies of water located within the Development for the purpose of irrigating any portions of the Development, for fire control and for other purposes, (2) drill, install, locate, maintain and use wells, pumping stations, water towers, siltation basins and tanks and related water treatment facilities and systems within the Common Elements.

Section 4.17. No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development has been removed from the provisions of this

Declaration.

Section 4.18. Jurisdiction. Notice is hereby given of the restriction that as to any portion of any Unit within the Development which may contain submerged land or other critical areas, all activities on or over and all uses of such land or other critical areas are subject to the jurisdiction of the United States of America or the State of Delaware. An Owner is liable for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning and portion of the Owner's respective property which is submerged land, wetlands or other critical area.

ARTICLE V MAINTENANCE

Section 5.1. Association's Responsibility.

5.1.1 Subject to the Declarant's rights otherwise provided in this document, the Association shall have the right to make or cause to be made alterations, modifications, improvements, repairs, maintenance and replacements to the Common Elements, and to portions of buildings and Units designated herein. The cost thereof shall be assessed as Common Expenses and collected from the Unit Owners according to their respective interests in the Common Expenses in accordance with Section 81-207 (a) of the Act and as said interests are identified in Schedule "C" attached hereto and incorporated herewith.

5.1.2 Except as may be herein otherwise specifically provided, the Association shall maintain, keep in good repair and replace as needed all portions of the Common Elements including but not limited to, (1) all walks, trails, ponds, landscaped areas, natural and forested buffer areas, the Recreational Facility and all other improvements situated within the Development, (2) such telephone, television, security, utility and other systems and facilities which are a part of the Common Elements and which are not maintained by the Declarant, a public authority, public service district, or another public or private party, and storm water easement area across adjacent lands owned nor or formerly by Indian Town Farms Property Owners Association. The Association shall not be liable for injury or damage to any person or property (1) caused by any cause or act of God, or a Unit Owner or any other person, (2) resulting from any rain or other surface water which may leak or flow from any portion of the Common Elements, or (3) resulting from any failure or neglect of repair by the Association. The Association shall not be liable to any Unit Owner or invitee of a Unit Owner for loss or damage, by theft or otherwise, of any property stored or left in or upon any portion of the Common Elements or any other portion of the

Development. No diminution or abatement of Assessments or any dues or charges payable to the Association shall be claimed or allowed by reason of any alleged failure of the Association to take some required action or to perform some required function, or for inconvenience or discomfort arising from the Association making improvements or repairs or from the Association taking any action to comply with any law, ordinance, order or other directive of any court or other governmental authority, the obligation to pay such Assessments being a separate and independent covenant on the part of each Unit Owner.

5.1.3 In the event that any maintenance, repair or replacement performed by the Declarant or the Association arises out of any failure of a Unit Owner to perform the obligations imposed by Section 5.2 or arises out of any willful or negligent act of a Unit Owner, of a member of a Unit Owner's family, of an Unit Owner's invitee, or tenant, and is not covered or paid for by insurance in whole or in part, then, in either event, the Declarant or the Association, may charge such Unit Owner and all other persons responsible with the expenses, including reasonable attorney's fees and costs, incurred together with a reasonable amount to cover the cost of the time spent by the personnel of the Declarant, the Association, or a property manager in arranging such maintenance, repair or replacement. No such maintenance, repair or replacement shall be undertaken by the Declarant or Association, except in an emergency, without giving the Unit Owner notice of the action required and an opportunity to undertake such action. The Declarant need not undertake any such action, but may do so. In the event that the Declarant undertakes such action, the Association shall promptly reimburse the Declarant for the Declarant's costs and expenses. The Association shall have a lien on the Unit of the responsible Unit Owner for all such charges, costs and expense.

Section 5.2. Unit Owner's Responsibility. All maintenance and repair of structures, lawns, landscaping and other improvements which are not Common Elements shall be the responsibility of the Owner thereof. The maintenance and repair of all Common Elements (including the Recreational Facility) shall be the responsibility of the Association. Declarant shall be responsible for the maintenance and repair of structures, lawns, landscaping and other improvements on Declarant owned portions of the Property and Additional Property which are not Common Elements. The Association shall provide maintenance and repair which an Unit Owner fails to provide and shall charge the respective Unit Owner for the cost thereof, including an amount determined by the Association, in its sole and absolute judgment, to reimburse the Association for the time spent in arranging such maintenance or repair by personnel of the Association or of any property manager retained by the Association as well as reasonable attorney's fees and costs incurred. The Association shall have a lien on the Unit of the responsible Owner for all such charges, costs and expense. No Unit Owner shall (1) decorate, relocate or otherwise alter the exterior or any portion of the exterior of any structure without the prior written approval of the Chase Oaks Architectural Review Committee or (2) do any work which, in the reasonable opinion of the Chase Oaks Architectural Review Committee, will jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any

easement or hereditament thereto, without the prior written approval of the Chase Oaks Architectural Review Committee, as further defined in Article VII herein.

ARTICLE VI ASSESSMENTS

Section 6.1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property, the provision of services and facilities authorized by the Executive Board, taxes and other expenses of the Association, and particularly for the improvement and maintenance of the Common Elements located in the Property, and for services and facilities devoted to this purpose and related to the use and enjoyment of the Common Elements, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, for the cost of labor, equipment, materials, management and supervision thereof, and for operating reserve funds and reserve funds for repair and replacement of the Common Elements and facilities thereon.

Section 6.2. Creation of Lien and Personal Obligation of Assessments. The Declarant, for itself and its successors and assigns, and for each Unit within Chase Oaks, hereby covenants, and each Owner of any Unit, by acceptance of a deed or other transfer document therefor, whether or not it shall be expressly established in such Deed or other transfer document, hereby covenants and agrees to pay the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, operations, repair, replacement and reserve funds, such assessments to be fixed, established and collected as hereinafter provided; and (3) fees established by the Executive Board. The annual and special assessments and fees, together with penalties, interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment or fee, together with penalties, interest, costs, and reasonable attorney's fees, for the collection thereof, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due. A personal obligation for any delinquent assessment shall not pass to the Owner's successor in title (other than as a lien on the land), unless expressly assumed by them. No assessments shall be due from any Units owned by the Declarant until such Unit is sold and conveyed by the Declarant.

Section 6.3. Computation of Assessment. Assessments must be made at least quarterly, based on a budget adopted at least annually by the Association, subject to the following:

6.3.1. It shall be the duty of the Executive Board, within thirty (30) days after adoption of any proposed budget after the period of Declarant Control, to provide to all Unit Owners a summary of the budget, including any reserves and a statement of the basis on which any reserves are calculated and funded, pursuant to Section 81-324 of the Act. Simultaneously, the Executive Board shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after providing the summary. Unless at that meeting a majority of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present at said meeting. If a proposed periodic budget is rejected, the periodic budget last ratified by the Unit Owners must be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

6.3.2. Notwithstanding the foregoing, however, in the event the Executive Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall

have been determined as provided in Section 6.3.1. herein, the budget in effect for the then current year shall continue for the succeeding year or years.

6.3.3. All assessments shall be allocated equally among all Units excepting exempt lands as hereinafter provided.

6.3.4. The initial assessments shall be as provided in Section 6.8.

6.3.5. In addition to the Annual Assessment authorized by Section 6.2. hereof, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including the necessary fixtures and personal property related thereon, and for operating the Common Elements, for which a reserve fund does not exist or is not adequate, and including operating cost overruns due to extraordinary conditions. Except as provided below, the special assessment is effective only if the Executive Board follows the procedures for ratification of a budget described in Section 6.3.1 of this Declaration and the unit owners do not reject that proposed special assessment. If the Executive Board determines by unanimous vote that the special assessment is necessary in order to respond to an emergency, then: (i) the special assessment shall become effective immediately in accordance with the terms of the vote; (ii) notice of the emergency assessment shall be promptly provided to all Unit Owners; and (iii) the Executive Board shall spend the funds paid on account of the emergency assessment solely for the purposes described in the vote.

6.3.6. In the year Declarant withdraws from control of the Association, the Executive Board may increase the annual assessment without limit. In subsequent years, the Executive Board may, without the consent of the members, increase the annual assessment in an amount not to exceed twenty percent (20%) of the annual assessment for the preceding fiscal year plus the amount by which any ad valorem real estate taxes and insurance premiums payable by the Association have increased over the amount payable for the same or similar items for the previous year.

6.3.7. The maximum annual assessment may be increased above twenty percent (20%) upon approval of sixty-seven percent (67%) of the votes of the then Class A members and sixty-seven (67%) of the votes of the then Class B members, in person or by proxy at a meeting duly called for this purpose.

6.3.8. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.3.7. hereof shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

6.3.9. The Executive Board may from time to time fix the annual assessment at an amount not in excess of the maximum.

6.3.10. The Executive Board shall establish and maintain a reserve fund for replacements of the Common Elements by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Executive Board. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking account institution, the accounts of which are insured by any state or an agency of the United States of America or may,

in the discretion of the Executive Board, be invested in obligations of, or fully guaranteed as to principal by the United States of America. The reserve for replacements of the Common Elements may be expended only for the purpose of effecting the replacement of the Common Elements, major repairs to any equipment or replacement thereof, and for start-up expenses and operating contingencies of a nonrecurring nature relating to the Common Elements. The Association may establish such other reserves for such other purposes as the Executive Board may from time to time consider to be necessary or appropriate. The proportional interest of a member in any such reserve shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the unit to which it ascertains and shall be deemed to be transferred with such Unit.

Section 6.4. Effect of Nonpayment of Assessment; The Personal Obligation of the Owner;

The Lien; Remedies of the Association. If any Assessment is not paid on the date when due as hereinabove provided, then such Assessment shall be deemed delinquent and together with such interest and cost of collection thereof, including reasonable attorneys' fees, as hereinafter provided; continue as a statutory lien on the Unit and any structure built thereon which shall bind such Unit in the hands of the then Owner in accordance with Section 81-316 of the Act. In addition to such lien rights, the personal obligation of the then Owner of the Unit to pay such Assessment, however, shall remain his personal obligation and shall not pass to his successors in title (other than as a lien on the land) unless expressly assumed by them. If the Assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of the legal interest rate authorized by 6 Del. C., Section 2301, as amended, and the Association may bring a legal action against the Owner personally obligated to pay the same or may enforce or foreclose the lien against the Unit, and in the event a judgment is obtained, such judgment shall include interest on the assessment above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action. No Owner of a Unit may waive or otherwise escape liability or the Assessment provided for herein by non-use of the Common Elements or abandonment of said Unit. See also Sections 4.1.2. and 4.3.4.

Section 6.5. Assessment Lien. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage on the Unit. Any sale or transfer of any Unit, shall not affect the assessment lien. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 6.6. Exceptions for Assessments. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

6.6.1. All properties dedicated to and accepted by a governmental body, agency or authority and devoted to public use;

6.6.2. All Common Elements;

6.6.3. All Units owned by the Declarant and any successor Declarant, and not sold or leased by Declarant or its successor to third persons or until December 31, 2033. Thereafter, said Units will be subject to the assessments of the Association.

Section 6.7. Uniform Rate of Assessment. Both annual and special Assessments must be fixed for each Unit at the same amount as for every other Unit, and shall be collected in one installment or more, as the

Executive Board may from time to time decide.

Section 6.8. Initial Assessment At the time the Declarant conveys a Unit to the first buyer of the Unit after its construction, such first buyer shall pay to the Association an Initial Assessment in an amount to be set by the Declarant. Initial Assessments shall be used by the Association as working capital to insure availability of cash for expected and unexpected expenditures, or to acquire equipment or service deemed necessary by the Association. Initial Assessments shall be paid in addition to regular Assessments.

Section 6.9. Capital Assessment. At the time of each resale of any Unit including the initial conveyance from the Declarant to the first buyer, such purchase of said Unit shall pay to the Association a Capital Assessment in an amount to be set by the Association. Capital Assessments shall be used by the Association as working capital to insure availability of cash for expected and unexpected expenditures, or to acquire equipment or service deemed necessary by the Association. Capital Assessments shall be paid in addition to regular Assessments. For the purposes hereof, the initial capital assessment at the time of sale, the Capital Assessments shall be equal to one year's annual assessment at the then current annual rate.

In addition, at the point of sale from the Declarant to the initial purchaser of a lot in the Development, the purchaser shall also pay a Recreational and Amenities Fee of One Thousand Nine Hundred and No/100 Dollars (\$1,900.00), to be used exclusively to defray costs of the construction and development of the amenities, as part of the Common Elements.

ARTICLE VII ARCHITECTURAL CONTROL

Section 7.1. Authority. The Declarant or Executive Board shall have the authority and standing, on behalf of the Association to enforce in courts of competent jurisdiction decisions of the Architectural Review Committee established in Section 7.2 of this Article. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any property within the Development. No alteration, modification or construction, which term shall include within its definition, any alteration, modification, change, or addition to the exterior appearance of any building, wall, fence or other structural improvement, staking, clearing, excavation, grading and other site work or removal of plants, trees or shrubs, shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the CHASE OAKS Architectural Review Committee has been obtained.

Section 7.2. CHASE OAKS Architectural Board. The CHASE OAKS Architectural Review Committee ("CO-ARC") shall have exclusive jurisdiction over all original construction and modifications, additions, changes or alterations made on or to all existing improvements and the open space, if any, appurtenant thereto, on all property within the Development. The CO-ARC shall prepare and, on behalf of the Declarant or Executive Board, shall promulgate design and development guidelines and application and review procedures, all as part of the CHASE OAKS Design and Environmental Standards ("CHASE OAKS Subdivision Standards") and may establish reasonable fees for review of each application. CHASE OAKS Subdivision Standards shall incorporate all restrictions and guidelines relating to development and construction, modification, addition or alteration contained in this Declaration as well as restrictions and guidelines with respect to location of structures upon property, foundations, size, length, design of structures, driveway and parking requirements and landscaping requirements. Copies shall be available from the CO-ARC for review. Unless otherwise provided in this Declaration, the

guidelines and procedures shall be those of the Association and the CO-ARC shall have sole and full authority to prepare and to amend the CHASE OAKS Subdivision Standards. The CO-ARC shall make CHASE OAKS Subdivision Standards available to owners. The CO-ARC shall initially consist of three (3) members, all appointed by the Declarant, and who shall serve until such time as their successors are designated by the Association. At such time as seventy-five percent (75%) of all property within the Development and the Additional Property has been developed, improved or conveyed to purchasers in the normal course of development and sale, the Executive Board of the Association shall have the right to appoint a maximum of two (2) additional members to the CO-ARC. At no time shall the CO-ARC have less than three (3) members nor more than five (5) members. At such time as one hundred percent (100%) of all property within the Development, and the Additional Property as annexed to the Development as hereinbefore provided, has been developed, improved or conveyed to purchasers in the normal course of development and sale, the Executive Board shall appoint all members of the CO-ARC. The Declarant may, at its option, delegate to the

Executive Board, its right to appoint one or more members of the CO-ARC prior to the conveyance of one hundred percent (100%) of all property within the Development. The Declarant shall retain an absolute veto over any decision by the CO-ARC so long as Declarant owns any Unit, Common Elements or Additional Property.

Section 7.3. Meeting and Decisions of the Board. The CO-ARC shall establish times, dates and frequency of meetings. A quorum of a simple majority of the members shall be required to review and take action on applications for approval. The Board shall appoint a secretary who shall prepare minutes of each Board meeting including all decisions of the Board. If the CO-ARC fails to approve or deny an application within thirty (30) days of receipt of a complete application from an Owner and payment of fees to the CO-ARC, the party making the submission for approval shall deliver written notice to the CO-ARC of its failure to act, and, if approval is not granted or denied within fifteen (15) days thereafter, the plans and specifications shall be deemed to be denied. It is further specifically provided that if any proposed application for action will affect drainage of storm water, such application shall include a certification of non-effect of said plans from a professional engineer licensed in the State of Delaware.

Section 7.4. No Waiver of Future Approvals. The approval of the CO-ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such CO-ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specification, drawings, or matter subsequently or additionally submitted for approval or consent.

Section 7.5. Variance. The CO-ARC may authorize variances from compliance with any of the provisions of the Chase Oaks Subdivision Standards when circumstances such as topography, natural obstructions, hardship or environmental considerations require the issuance of said variance, but only in accordance with duly adopted rules and regulations. Such variances may be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of the Declaration, or (c) prevent the CO-ARC from denying a variance in other circumstances. For purposes of this Section, the

inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 7.6. Review and Control by the CHASE OAKS Architectural Review Committee.

7.6.1. No building, fence, garage, and/or paving for driveways or garages, or other structure shall be erected, placed or altered nor shall a building permit from Sussex County for such improvement or construction for such improvement be applied for on any improved or unimproved property in the Development until all fees to the Association have been paid and complete sets of professionally drawn and prepared building plans and elevations, specifications, and site plan (showing the proposed location of such building, drives and parking areas) shall have been reviewed and approved in writing by the CO-ARC. The number of plans required shall be established by the CO-ARC with the intention that there shall be at least one complete set of plans and specification for each member of the CO-ARC and one additional set for the Association's files. In reviewing such materials, the CO-ARC shall consider such things as aesthetic appearance, harmony with surrounding improvements, compliance with this Declaration and any additional criteria adopted by the CO-ARC as part of the Chase Oaks Subdivision Standards. Approval or disapproval of plans, locations or specifications may be based by the CO-ARC upon any ground incorporated within the CHASE OAKS Subdivision Standards including purely aesthetic considerations, which in the sole discretion of the CO-ARC, shall be sufficient. No painting, staining, changes in color, finish materials or alteration to the exterior facade of any structure shall be undertaken until approval has been obtained in writing from the CO-ARC. This provision shall not apply to repainting the same color. There shall be no submission review fees required of Declarant.

7.6.2. No completed structure shall be deemed to be in compliance with this Declaration unless and until a Certificate of Compliance has been issued by the CO-ARC.

7.6.3. Neither Declarant nor any member of the CO-ARC shall be responsible or liable in any way for any defects in any plans or specifications approved by the Declarant or the CO-ARC, nor for any structural defects in any work done according to such plans and specifications approved by the Declarant or the CO-ARC. Further, neither Declarant nor any member of the CO-ARC shall be liable for damages to anyone submitting plans or specifications for approval under this Section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval of failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications, and every Owner of any Unit agrees, that such Owner will not bring any action or suit against Declarant, or any member of the CO-ARC, to recover for any such damage. No approval of plans, location or specification shall be construed as representing or implying that such plans, specification or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing, that any residence or improvement hereto will be built in a good workmanlike manner. The property owner shall have sole responsibility for compliance with approved plans and does hereby hold the CO-ARC and the Declarant harmless for any failure thereof caused by the property owner's architect or builder.

7.6.4. Architectural and design review shall be directed towards attaining the following

objectives for the Development, and the Declarant or Association may adopt reasonable standards, rules, and regulations deemed necessary or convenient in attaining such objectives:

7.6.4.1. Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, or removal of trees and vegetation which could cause disruption of natural water courses or alter natural OR designed land forms.

7.6.4.2. Ensuring that the location and configuration of structures are visually harmonious with the terrain, with the vegetation of the residential Unit and with surrounding residential Units and structures, and do not unnecessarily block scenic views from existing structures, walks or roads or tend to dominate any general development or natural landscape.

7.6.4.3. Ensuring that the architectural design of structures and their materials and colors are visually harmonious with the Development's overall appearance, history and cultural heritage, with surrounding development, with natural land forms and native vegetation, and with development plans approved by the Declarant, or by a governmental or public authority, if any, for the areas in which the structures are proposed to be located.

7.6.4.4. Ensuring that the Development structure, building and/or landscaping complies with the provisions of this Declaration.

7.6.4.5. Promoting building design and construction techniques that respond to energy consumption and environmental quality considerations such as heat loss, air emissions and run-off water quality.

Section 7.7. Application Fees. The Executive Board of the Association shall have the right to set and charge a fee for applications for new home construction, home improvement alterations, modifications, changes and/or additions, construction of or alteration, modification, change or additions to accessory structures, garages or fences to defray architectural review costs.

Section 7.8. Entry on a Property. The Executive Board, CO-ARC or any of its representatives shall have the right to enter any improved Unit or unimproved Unit within Chase Oaks for the purpose of determining compliance with these covenants and the Chase Oaks Subdivision Standards, and with decisions of the CO-ARC, pending or completed, which affect that property. Entering a property for this purpose shall not be deemed trespass.

ARTICLE VIII USE RESTRICTIONS

In order to protect the appearance and beauty of the vegetation, topography or other natural features within Chase Oaks, the following controls are hereby established.

Section 8.1. Residential Use Only.

The Owners of Units in the Development acknowledge and recognize that Chase Oaks is a community planned to achieve the goals and objectives of providing an environment for families to live and enjoy the peace and quiet of a residential community. In order to achieve a neighborhood of serenity and peaceful use, the Owners agree and covenant that the homes in the Development shall only be used for single-family residential purposes exclusively. No groups, except families as defined in this Declaration, shall reside, occupy, rent or use a dwelling in the Development. No business activity, including by example but not limited to, rooming house, boarding house, gift shop, antique shop, professional office or beauty/barber shop or the like or any trade of any kind whatsoever including yard sales, garage sales or the like shall be carried on upon any Unit or in any structure on a Unit; provided, however, that nothing contained herein shall be construed so as to prohibit home offices so long as no stock in trade is kept or commodities sold therein, there are no employees, patrons, customers or clients and no signs. Nothing herein shall be construed to prevent the Declarant from constructing dwellings to be sold or leased, from showing Units, dwellings or models for the purpose of selling or leasing a Unit or dwelling shown for another or from placing and maintaining signs, structures, storage places, facilities and offices it deems necessary.

Section 8.2. Fences, Boundary Walls, Boundary Line Hedges and Shrubberies. Fences, boundary walls, boundary line hedges and shrubberies shall only be permitted if the following requirements are met:

8.2.1. Fences, boundary walls, boundary line hedges and shrubberies shall be prohibited within the front yard area of the Units and in general, shall not be closer to the front of the Unit than one-half (1/2) of the length of the side of the dwelling building. The height of any such fence, boundary wall, boundary line hedge and shrubbery along the side of a Unit shall not exceed four feet (4'-0").

8.2.2. Prior written approval shall be obtained from the CO-ARC before the installation or construction of any fence, boundary wall, boundary line hedge and/or shrubbery.

8.2.3. The material, color, type and style of any fence or boundary wall shall be limited to those materials, colors, types and styles which are permitted under the Chase Oaks Subdivision Standards, or if not specifically included there, which are determined by the CO-ARC to be aesthetically pleasing when installed in a residential settling and development. The CO-ARC shall endeavor to maintain consistency in fence and boundary wall design and appearance within the Development.

8.2.4. Any fence, boundary wall, boundary line hedge or shrubbery installed along the side or rear boundary of any Unit shall not extend over any Utility System or drainage easement on said Unit, and shall not exceed four feet (4'-0") in height. The heights and elevations of

any fence, wall, hedge or shrubbery shall be measured from the existing elevations of the Unit.

Section 8.3. Pools, Hot tubs. Hot tubs, and/or jacuzzis may be constructed, erected, placed or installed on a Unit only after obtaining prior written approval of the CO-ARC. All such structures shall be protected by a fence, the form and design of which shall be governed by these Declarations.

Section 8.4. Temporary Structures, Vehicles, Boats and Trailers. No structure of a temporary character shall be placed upon any Unit at any time; provided, however, that this prohibition shall not apply to shelters approved by the Declarant and used by a contractor during construction of a dwelling, it being clearly understood that the latter temporary shelters may not, at any time, be used for residence or remain on the Unit after completion of the dwelling construction. No trailer, mobile home, double-wide, mobile home, park model trailer, motor home, tent, barn, camper, bus, or other similar vehicle, out-building, structure, boat or trailer shall be placed, kept or parked on any Unit or on any portion of the Common Elements, except (1) as the same may be stored within a dwelling's enclosed garage; or (2) a boat and/or boat trailer, not exceeding twenty feet (20'-0") in total length, may be parked on the front driveway apron, for a period not to exceed twenty-four (24) hours, and, the Declarant or the Association may designate one or more areas in the development for regulated storage and long-term parking.

Section 8.5. Mining and Drilling Prohibition. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any Unit, and no derrick or other structure designed for use in boring for oil or natural gas shall be stored, erected, maintained or permitted in the Development.

Section 8.6. Use and Height Restrictions. No structure shall be erected, placed or permitted to remain on any Unit in excess of three (3) stories in height, and in no instance shall any structure exceed the Sussex County Maximum Height Limitation, as per the then existent County Code, in height above the first floor finished elevation. There shall be no more than one (1) dwelling per Unit.

Section 8.7. Setbacks and Building Lines. Each dwelling which shall be erected on any Unit shall be situated on such Unit in accordance with the building and setback lines established by Declarant and authorized by Sussex County zoning regulations. No structure of any type shall be placed on or over any easement on any Unit. Declarant or applicable Dealer shall determine, in their sole discretion, placement of all dwellings, garages and accessory uses. The Declarant shall have the power and authority to promulgate and publish setback requirements for each Unit. In certain cases, the Declarant may require an Owner to seek a variance from the Sussex County Zoning Ordinance if necessary to protect important trees, vistas or to preserve aesthetic value.

Section 8.8. Restriction on Materials. All structures constructed or placed on any Unit shall be built of good quality material and no used structures shall be relocated or placed on any such Unit. No structures constructed or placed on any Unit shall have exposed exterior finish of cinder block, grooved plywood, T-11 siding or plywood above grade. All driveways and parking areas shall be constructed of asphalt or concrete or such other material as has been approved by the CO-ARC.,

Section 8.9. Manufactured Home Restriction. No mobile home, trailer, double-wide, manufactured or similar type structure shall be permitted to be placed, stored or constructed on any Unit in the Development.

Section 8.10. Re-Building Requirement. Any dwelling or out building on any Unit which may be destroyed in whole or in part by fire, windstorm or any other cause or act of God must be rebuilt and the structure restored to a natural condition, within nine (9) months or such shorter period of time as may be reasonable; all debris must be removed within fourteen (14) days.

Section 8.11. Elevation and Drainage Changes. No changes in the elevation, topography or drainage characteristics of the Development shall be made which will materially affect the surface elevation or natural drainage of any Unit or surrounding Units without the prior written approval of the Declarant or the CO-ARC, nor shall any fill be used to extend any property into any state or federal wetlands or to fill in any wetland or storm drainage area of the Development for any purpose whatsoever.

Section 8.11. Tree Removal. No trees, bushes, shrubs or other plant material of any kind having a diameter of four inches (0' 4") or more (measured from a point two (2' 0") feet above the ground level) shall be removed from any Unit without the express written authorization of the CO-ARC. The CO-ARC shall further have the authority to require any Unit Owner removing a tree in violation of this clause to replace same with a tree of the same species or a different species with a caliper of two inches (0' 2") or greater at such Unit Owner's cost and expense.

Section 8.12. Clotheslines. No clothesline or drying yards shall be located upon any Unit in the Development, nor shall towels, blankets or the like be hung or placed on the front or rear porches, deck, railings, fence or boundary wall located on any Unit, except with the written permission of the Declarant or the CO-ARC.

Section 8.13. Sewer and Water System. No surface toilets or septic tanks shall be permitted in the Development (other than those utilized by the Declarant or any Dealer.) A purchaser of a Unit assumes responsibility for attaching water connections, plumbing fixtures, dishwashers, toilets and sewage disposal system to the central sewer and water systems of the Development.

Section 8.14. Garbage/Trash Disposal. Each Unit Owner shall provide garbage and trash receptacles or similar facilities in accordance with reasonable standards established by the Declarant or the Association, which receptacles shall be placed only at the rear of the dwelling in an enclosure approved by the Declarant or Association and placed adjacent to the driveway for the

dwelling in a location approved by the Declarant or Association. The Declarant or Association may from time to time adopt rules and regulations for the sorting of garbage and trash into separate receptacles or other handling according to the nature of the materials or otherwise to aid in recycling or other processes with beneficial impact on the environment. No garbage or trash incinerator shall be permitted. No burning, burying or other disposal of garbage or trash on any Unit or within the Development shall be permitted. The Declarant or Association may from time to time adopt rules and regulations, including designation of the persons and methods, for garbage/trash collections and disposal, and all Unit Owners shall be bound thereby. Unit Owners and the Association shall use professional commercial garbage and trash removal services and the prescribed trash receptacles specified by the service provider. Garbage and trash receptacles may only be placed in the front of the Unit on the designated trash pick up day for the Unit.

Section 8.15. Sign Controls. No signs of any character shall be erected or placed on any part of any Unit or displayed to the public on any Unit. This restriction shall not apply to signs used by the Declaration or any Dealer to identify and advertise the Development as a whole, nor to "For Sale" signs advertising the availability of Units and/or dwelling houses in the Development, provided that the Executive Board may adopt Rules and Regulations regarding the size and location for said "For Sale" signs in accordance with Section 3.6 of this Declaration.

Section 8.16. Natural Buffer Zone. No Unit Owner and no Unit Owner's family, guests, tenants, agents or employees shall disturb any natural buffer zone in any manner and/or for any reason. Owners of Units adjoining and/or including a natural buffer zone shall be responsible for advising their contractor or subcontractors of the natural buffer zone and will ensure no encroachment or clearing of said area. If natural buffer zone is disturbed, the Unit Owner responsible shall be required to pay all costs incurred by the Declarant and/or the Association, including reasonable attorney's fees and costs, as a result of its attempt to restore the area to its natural state.

Section 8.17. Exclusion of Above Ground Utilities. All electrical service, wires, pipes, lines, telephone, cable television (CATV) lines and utility services of any type shall be placed in appropriate conduit underground as possible and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of the Development, except as set forth hereinafter in Section 8.29 and those master facilities approved by the Declarant, provided, however, that the normal service pedestals, etc., used in conjunction with such underground utilities shall be permitted within the Development. Overhead utilities shall be permitted during the construction period and until utility companies can place them underground.

Section 8.18 Junk or Disabled Vehicles. No stripped, partially wrecked, unlicensed or invalidly licensed, disabled or junk motor vehicle, or part thereof, shall be permitted to be parked or kept in the Development. The following activities are prohibited: vehicle repair, bodywork, oil change, engine maintenance and the like except cleaning and washing Unit Owners' own vehicles; no vehicles shall be maintained on jacks or blocks except temporary usage for emergency tire change.

Section 8.19 Perimeter Access. There shall be no access to any Unit on the perimeter of the Development except from designated roads within the development; provided, however, that Declarant reserves the right to construct and operate temporary construction roads during the construction and development period.

Section 8.20 Rentals. The Declarant or Association may from time to time adopt rules and regulations pertaining to the rental of dwellings. Except for Units owned by the Declarant or any Dealer, all leases and rental agreements shall be in writing and subject to the reasonable requirements of the Executive Board of the Association. Unit Owners of rented dwellings shall be personally liable for the failure of a tenant or any invitee of a tenant to abide by rules and regulations pertaining to the use or occupancy of the Development.

Section 8.21 Accessory Structures. No accessory structure shall be constructed upon any Unit, except a mailbox, doghouse, birdhouse, garage, swing set or similar play structure, or individual flagpole of aluminum, steel or other material approved by the Declarant or Association which has been approved in writing by the CO-ARC prior to installation or construction of the same. Basketball hoops must be installed on "stowaway" retractable stands that can be stowed out of sight in the dwelling garage. No such accessory structure except a mailbox and/or flagpole shall be placed closer to the front Unit boundary than the closer of the rear line of the dwelling or of the front line of the garage. A flagpole shall not exceed twenty feet (20') in height.

Section 8.22. Landscaping. Unit Owners are encouraged to provide landscaping for their Units; provided, however that Declarant reserves the right to reasonably restrict the placement of landscaping, fences, boundary walls, boundary line hedges, shrubberies or other impediments to the enjoyment of views. No vegetable garden shall be located in the area between the front Unit line and the front of the dwelling. All lawns shall be subject to a community wide landscaping service, who shall cut the grass at least twice monthly, and shall provide herbicides to control weeds, and provide nutrients for growth and maintenance at under an Association contract, the cost of which shall be borne by the Association. The Declarant/Association reserves the right to enter onto any Unit with or without notice, and any Unit Owner hereby grants such easement to the se contracted services, to provide an opportunity to maintain landscaping and grass height, and cut any grass, lawn or weeds which continues to exceed four (4) inches height requirement.

Section 8.23. Special Hazards. Each Unit Owner accepts and assumes all the risks and hazards of ownership or occupancy attendant to the ownership of such Owner's Unit, including but not limited to its proximity to any recreational facility or Common Elements or any bodies of water in or near the Development, and agrees hereby to hold the Declarant and the Association harmless and shall indemnify the Declarant or the Association for all losses, costs and expenses, including attorney's fees for all such risks and hazards. Specifically, the Declarant does hereby disclaim any and all liability for any property damage or personal injury resulting from acts, activity or erosion along the bank of all ditches or other bodies of water or watercourses located in the Development.

Section 8.24. Traffic Regulations. The Declarant and the Association may from time to time adopt rules and regulations pertaining to vehicular and pedestrian traffic in the Development as it or they may deem appropriate and necessary.

Section 8.25. Alteration of Common Elements. No person shall alter in any way any Common Elements without the written permission of the Declarant or Association.

Section 8.26. Easements and Encroachments. No building or part of a building, including porches or projections of any kind, shall be erected so as to extend over or across any of the building lines as hereinafter established. Provided, however, if any portion of any Common Elements unintentionally encroaches upon a Unit or any part thereof, whether by settlement or otherwise, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of improvements to a Unit or Units unintentionally encroaches upon another Unit or any portion thereof, whether by settlement or otherwise, a valid easement for encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any improvement or part thereof is partially or totally destroyed and then rebuilt, any encroachment of any Common Elements upon a Unit or Units or encroachment of a Unit or Units upon any Common Elements or upon an adjoining Unit or Units resulting because of such rebuilding, shall be permitted, and a valid easement shall exist for the maintenance of such encroachments so long as the same stand. Such encroachments and easements shall not be considered or determined to be encumbrances either on any Common Elements or any Unit or Units, and no Owner shall be entitled to damages or injunctive relief because of the construction, re-construction or maintenance thereof.

Section 8.27. Pets. No animals, livestock, birds or fowl shall be bred, kept or maintained on any part of the Development except animals commonly recognized as domestic pets, such as dogs, cats, pet fish, birds and hamsters, which may be housed on or in a Unit in total number not to exceed three (3) as domestic pets for the pleasure of the Unit owner, but not for any commercial use or purpose. All pets must be fenced or shall be kept on a lead or leash when they are off the Unit Owner's Unit and must be under the Unit Owner's control at all times. No domestic pets shall become a nuisance to any other resident by barking or any other act. The Owner of a domestic pet shall be responsible for removing his or her animal from the property of another. The Owner of a Unit where a domestic pet

is located shall be responsible and liable for any event or accident which may occur in connection with or arising from a loose, uncontrolled or vicious animal.

Section 8.28. Hazardous Materials. No toxic or hazardous substances as defined by local, state or federal environmental law shall be manufactured, used, disposed, stored or released on any Unit or in the Development except for the use of an outdoor grill having a tank holding thirty (30) pounds or less of natural or propane gas.

Section 8.29. Antennae/Satellite Dishes/ Solar Panels or Shingles. Free standing antennae and/or satellite dishes, for the receipt of radio, television or other electronic transmission signals, 1) shall only be located in an area behind the rearmost wall of a dwelling, 2) shall not be visible from the street in front of the dwelling, and, 3) shall not exceed eight feet (8' 0") in height above the finished grade of the Unit. Satellite dishes no larger than eighteen (18) inches in diameter may be mounted on a dwelling roof, provided, 1) the highest point of said dish shall not exceed five feet (5' 0") above the point of attachment to the roof, and, 2) shall not be visible from street in front of the dwelling unit.

"Solar installation" means a solar collection system and all related components, including but not limited to all wiring, fasteners, mounts, conduits, electrical equipment, shingles or panels and arrays, which system is used to absorb solar radiation and supply electrical energy to the dwelling.

Within the Development, solar modules designed as solar shingles (made to look similar to standard roof shingles) are very strongly encouraged as they allow for maximum integration with a roof configuration; however, characteristics such as reflectivity, surface glare, and degree of match (to accompanying non-solar standard shingles) will be taken into consideration when reviewed for approval by CO-ARC.

Solar panel Installations are generally considered unsightly, and therefore are, for most applications, very strongly discouraged. If considered for approval, solar panels may not be installed forward of the home's primary roof ridge, defined as that ridge that is generally the longest and essentially parallel to the front street. Except in rare cases, corner lots will not be approved for solar panels. No ground-level solar panels or arrays may be considered; however, the Declarant may deploy solar panel pergolas in inconspicuous locations at their sole and absolute discretion, for use to supply solar energy needs to the Association. Solar panels must be installed at least 13' above the total habitable floor not including garages or basements. Due to the need for sun orientation and the aesthetics of the community, it is recognized that certain homes may not be suitable for a solar panel installation.

Solar panels/arrays shall be constructed with metal trim or other materials designed to match (versus contrast with) the panels themselves and this system must closely match the background color of the roof shingles (i.e. in most cases, black) and shape of the roof surface on which installed (i.e., a single geometric shape). "Stair-step or irregular-shaped configurations are strongly discouraged. Solar panels will not be permitted on more than two (2) roof sections. Unless otherwise required by code, all associated equipment must be properly secured and hidden from view (i.e., mounted inside the home or garage). Any solar array placed on a roof plane not visible from grade level (such as on a flat roof section at or near the center of the structure) need not meet these requirements. The CO-ARC reserves the right to deny any solar application solely on the basis of community aesthetics.

Section 8.30. Completion of Construction. Once construction of any building or structure on a Unit has been commenced by any party other than a Dealer or the Declarant, such construction shall proceed without delay and shall be completed in accordance with the time line established by the Unit Owner of the Unit where said construction is occurring and the CO-ARC, except where such completion is impossible because of strikes, fires, natural emergencies, or natural calamities. Cessation of work on the Unit of any kind for a continuous period of sixty (60) days shall be prima facie evidence of an intent to abandon the work in its partial completed or demolished state and shall be deemed to be a public and private nuisance. The Declarant and the CO-ARC shall have the power to seek an injunction from the Court of Chancery of the State of

Delaware to compel the completion or demolition of the work within sixty (60) days. Upon completion of any building or structure and issuance of a certificate of compliance and/or occupancy from the applicable governmental department or agency, all excess material shall be removed or placed inside the building within thirty (30) days. All work authorized by the CO-ARC must be completed within one (1) year from authorization being given, provided that the CO-ARC may extend such time when, in its sole opinion, conditions warrant such extension.

Section 8.31. Quiet Enjoyment. No immoral, improper, offensive or unlawful use or practice shall be made of the Property or any part thereof, including any Unit or the Common Elements. 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 Executive Board, whichever shall have the obligation to maintain or repair such portion of the Property. No use or practice that is either an unreasonable annoyance to other Units or an unreasonable interference with the peaceful possession and use of any Unit or the Common Elements shall be allowed. No Unit Owner shall commit or permit any unreasonable nuisance or any illegal activity on his or her Unit or on or about the Common Elements. For greater clarification, no Unit Owner shall knowingly or willfully make or create any unreasonable noise or disturbance which destroys the peace, quiet and/or comfort of another Owner, his or her family, guest, tenant or invitee or allow any such noise or disturbance to be made on or about said Owner's Unit.

ARTICLE IX INSURANCE

Section 9.1. Required Coverage.

9.1.1. The Declarant or the Executive Board of the Association, or its duly authorized agent, shall be required to obtain, maintain and pay the premiums, as a common expense, upon a policy of property insurance covering all the Common Elements including fixtures and building service equipment, to the extent that they are a part of the Common Elements of the Association, as well as common personal property and supplies.

9.1.2. The insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "All Risk" endorsement, where such is available. The policy shall be in an amount equal to one hundred percent (100%) of the current replacement cost of the Common Elements (less a deductible deemed reasonable by the Executive Board) and shall name the Association as the named insured.

Section 9.2. Individual Insurance. By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Declarant and the Association that each Individual Owner shall carry blanket all-risk casualty insurance on the Unit and structures constructed on the Unit in accordance with the standards set forth in this Article. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction to the Unit and structures constructed on the Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structures in a manner consistent with the original construction. In the event that a detached single-family dwelling is totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction of the dwelling. The Executive Board may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Unit and the standard for returning the Unit to its natural state in the event the Owner decides not to rebuild or reconstruct.

ARTICLE X CONDEMNATION

Whenever all or any part of the Common Elements shall be taken by any authority having the power of condemnation or eminent domain (or conveyed in lieu of or under threat of condemnation), each Unit Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Unit Owners to be disbursed as follows:

If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the Class "A" Members of the Association shall otherwise agree, the Association shall restore or replace such improvement so taken on the remaining land included in the Common Elements to the extent lands are available therefor, in accordance with plans approved by the Executive Board of the Association. If such improvements are to be repaired or restored, the above provisions in Article IX hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Elements or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Executive Board of the Association shall determine.

ARTICLE XI MORTGAGEES RIGHTS

Section 11.1. Changes Required by Lenders. Notwithstanding any provision to the contrary contained in the Articles of Incorporation or By-Laws of the Association or this Declaration, the Declarant shall have and hereby reserves the right to make modifications, additions or deletions to the Declaration, the Certificate of Incorporation and the By-Laws of the Association if such modifications, additions or deletions are required by the Veterans Administration, Federal Housing Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any institutional lender who regularly lends money secured by first mortgages on units in common interest communities or regularly purchase those mortgages. The Declarant further reserves the right to waive in writing any exemption, right or privilege granted or reserved to the Declarant by this Declaration or the Certificate of Incorporation or the By-Laws of the Association.

Section 11.2. Special Reserved Rights. No amendment to this Declaration may remove, revoke or modify any right, reservation or privilege of the Declarant without the prior written consent of the Declarant.

ARTICLE XII GENERAL PROVISIONS

Section 12.1. Special Declarant Rights.

12.1.1. The Declarant reserves the following Special Declarant Rights, which may be assigned in whole or in part to one or more Dealers:

12.1.1.1. The right to complete or make improvements indicated in the Record Plan:

12.1.1.2. The right to maintain sales offices, management offices, and model homes, provided that Declarant may relocate any such facility located on a Unit to any other Unit in the Development from time to time.

12.1.1.3. The right to maintain signs in the Development to advertise the Development or any Units or dwelling houses for sale therein.

12.1.1.4. The right to use and to permit others to use, easements through the Common Elements as may reasonably be necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration.

12.1.1.5. The right to appoint or remove any officer of the Association or any members of the Executive Board during the longest time allowed for a Declarant Control period in the Act.

12.1.1.6. The right to control any construction, design review or aesthetic standards committee or process.

12.1.1.7. The right to attend meetings of the Association and the Executive Board, except to the extent said meeting is deemed to be an executive session.

12.1.1.8. The right of access to the records of the Association to the same extent as a Unit Owner.

12.1.1.9. Any other Special Declarant Rights so identified in this Declaration.

12.1.2. Unless sooner terminated by a recorded instrument executed by Declarant, any Special Declarant Rights may be exercised by Declarant for the longest period of time specified in the Act.

Section 12.2. Enforcement. The Declarant, the Association, and any Unit Owner shall have the right to enforce, by any proceedings at law or in equity, all of the restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Declarant, the Association, or any Unit Owner to enforce any covenant or restriction herein contained shall in no event be deemed as a waiver of the right to do so thereafter. The Declarant and the Association shall have the right to adopt reasonable rules and regulations in compliance with this Declaration and the Act, for enforcing the provisions hereof or any other rule or regulation, including the right to set and collect reasonable fines for violations of this Declaration, the Bylaws and any Rules and Regulations adopted pursuant to the terms herein, which fines

shall be liens against Units after the Unit Owner has been given notice of the violation and an opportunity to be heard.

Section 12.3. Severability. Invalidation of any covenants or restrictions or any term, phrase or clause of this Declaration by the adjudication of any court or tribunal shall in no way affect the other provision hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 12.4. Assignment and Delegation. The Declarant shall have the right to assign to any one or more persons, firms, corporations, partnerships or associations any and all rights, powers, titles, easements and estates reserved or given to the Declarant in this Declaration. Further, the Declarant reserves the right to convey, assign or delegate to the Association, and the Association shall accept, any or all of the Declarant's rights and obligations set forth in this Declaration.

Section 12.5. Irrevocable Power of Attorney. The Declarant is hereby granted an irrevocable power of attorney coupled with an interest to amend this Declaration as provided in this Section and to take all other action convenient or necessary to give effect to any and all of the rights reserved to Declarant in this Declaration. Every party accepting an interest in any part of the Property, whether it be title, a lien, or any other interest, whether it be transferred by deed, mortgage, judgment, devise, or otherwise, shall thereby specifically accept the reservation of Declarant's rights as provided in this Declaration, and shall also thereby grant to Declarant this irrevocable power of attorney coupled with an interest. The Declarant may require that a party accepting any such interest in the Property execute a separate and written power of attorney coupled with an interest in the form set forth in the attached Schedule "C" and record the same in the Office of the Recorder of Deeds of Sussex County, Delaware. However, the power of attorney coupled with an interest provided by this paragraph shall be deemed fully granted to Declarant when any such interest is acquired, whether or not such separate and written power of attorney coupled with an interest is executed and recorded.

Section 12.6. Duration and Amendments.

12.6.1. Except as may otherwise be provided in this Declaration, the Restrictions of this Declaration run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, or the owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors or assigns, as the case may be, in perpetuity; subject, however, to the provision that the Association or its successors, by with the vote or written consent of sixty-seven percent (67%) of the then owners of Units, shall have the power to waive, abandon, terminate, modify, alter, change, amend, eliminate or add to these restrictions and this Declaration at any time hereafter. Any such waiver, abandonment, termination, modification, alteration, change, amendment, elimination, or additions shall take effect when a copy thereof, executed and acknowledged by the Association or its successors in accord with the usual form of execution and

acknowledgment of deeds, together with the written consents of the requisite number of owners or by a certificate by the Association verified under oath by the President thereof, or in the case of his/her absence or inability, by any Vice President thereof, setting forth the time, manner and result of the taking of the vote of the members, have been filed for record in the Office of the Recorder of Deeds, in and for Sussex County, and the same shall thereafter remain in effect in perpetuity unless otherwise provided. Notwithstanding the foregoing, such vote or consent shall not be required for amendments by the Executive Board in accordance with Section 81-217 (i) of the Act, or by the Declarant in accordance with Sections 81-217 (k) and (l) of the Act.

12.6.2. Any amendment made pursuant to this Section shall be effective only upon recordation of said amendment at the Office of the Recorder of Deeds of Sussex County, Delaware.

12.6.3. Every Unit Owner or occupant, by accepting a conveyance or occupancy of a Unit shall be deemed to have agreed to be bound by such amendments as are permitted hereby, and to agree further that, if requested to do so by Declarant, such will consent to the amendment of this Declaration or any other instruments relating to the Development.

12.6.4. Declarant is hereby granted an irrevocable power of attorney coupled with an interest to amend this Declaration as provided in this Section and to take all other action convenient or necessary to give effect to any or all of the rights reserved to Declarant in this Declaration. Every party accepting an interest in any part of the Property or any Additional Property, whether it be title, a lien, or any other interest, and whether it be transferred by a deed, a mortgage, a judgment, a last will and testament, or otherwise, shall thereby specifically accept the reservation of Declarant's rights as provided in this Declaration, and shall also thereby grant to Declarant this irrevocable power of attorney coupled with an interest. The Declarant may require that a party accepting any such interest in the Property shall execute a separate and written power of attorney coupled with an interest in the form set forth in the attached Schedule "C" and record it in the Office of the Recorder of Deeds of Sussex County, Delaware. However, the power of attorney coupled with an interest provided by this paragraph shall be deemed fully granted to Declarant when any such interest is acquired, whether or not such separate and written power of attorney coupled with an interest is executed and recorded:

Section 12.7. Dedication of Common Area. Except as may otherwise be provided in this Declaration, every street, road, pond, walking trail, Common Element, Recreation Facility, and other amenity within the Development is private, and neither the Declarant's recording of any instrument or plan, or any other act of the Declarant with respect to the Property is, or is intended to be, or shall be construed to be, a dedication to the public of any part of the Development except as may otherwise be provided herein. The use and enjoyment of every part of the Development is reserved to the Declarant, to those who, from time to time, are members of the Association and to the invitees thereof. Such use shall be

subject to such rules and regulations as may be prescribed by the Declarant or the Association, as the case may be.

Section 12.8. Time is of the Essence. It is agreed that time is of the essence with regard to the provisions of this Declaration.

Section 12.9. Remedies for Violation of Restrictions. Except as may otherwise be provided in this Declaration, in the event of a violation or breach of any of these restrictions by an Unit Owner or agent of an Unit Owner, by an occupant or agent of an occupant, or by another party, then the Owners of Units in the Development, the Declarant and the Association, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance therewith, or to prevent the violation or breach thereof. In addition to the foregoing, the Declarant and the Association shall have the right, whenever any improvement is built in violation of this Declaration, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, if shall not have been corrected by the Owner. The Association is hereby granted a perpetual easement across each Unit for the purpose of enforcing its right under this Section, and no such entry and abatement or removal shall be deemed a trespass. The failure to enforce any rights, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. Should any person employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Owner of such Unit or Units in breach thereof. The Declarant shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself.

Section 12.10. Rule Against Perpetuities. In the event that any of the provisions hereof are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such term shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of Delaware, and such provision shall be fully effective for said reduced period of time.

Section 12.11. Binding Effect. This Declaration shall run with the real property submitted to this Declaration and shall bind, and inure to the benefit of, the respective heirs, devisees, representatives, successors, successors in title and/or assigns of anyone or anything who/which purchases or takes any interest in any Property which is subject to this Declaration.

Section 12.12. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or affect 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.

Section 12.13. 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.

Section 12.14. 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.

Section 12.15. Notices. Notices required pursuant to this Declaration shall be given in accordance with Section 81-127 of the Act.

(INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Declarant has directed its Authorized member to hereunto set its hand and seal the day and year aforesaid.

**CHASE OAKS DE, LLC,
a Virginia limited liability company**

By: _____
Name:
Its:

STATE OF DELAWARE

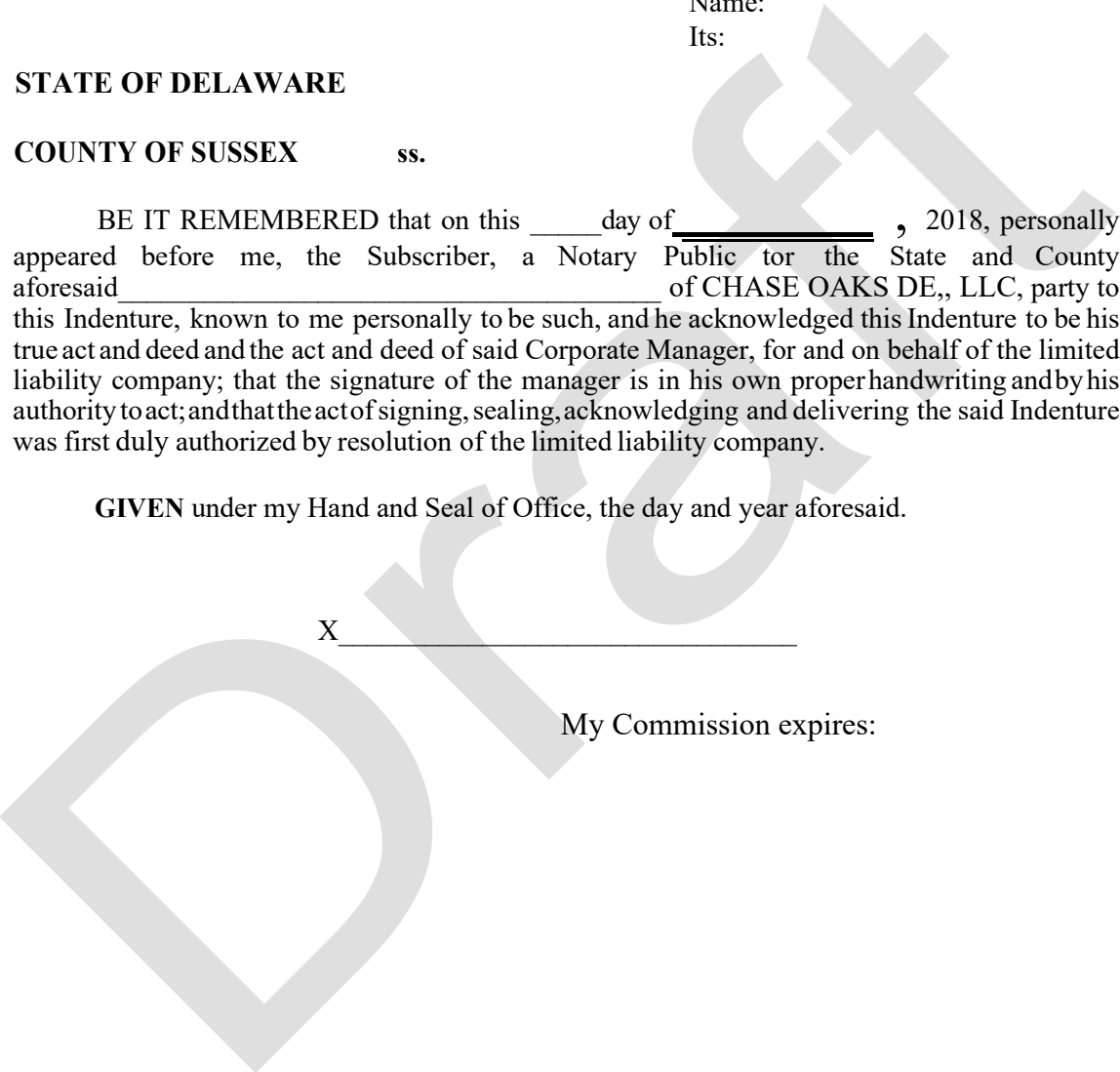
COUNTY OF SUSSEX ss.

BE IT REMEMBERED that on this ____ day of _____, 2018, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid _____ of CHASE OAKS DE,, LLC, party to this Indenture, known to me personally to be such, and he acknowledged this Indenture to be his true act and deed and the act and deed of said Corporate Manager, for and on behalf of the limited liability company; that the signature of the manager is in his own proper handwriting and by his authority to act; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the limited liability company.

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

X _____

My Commission expires:



SCHEDULE "A"

**LEGAL
DESCRIPTION OF
TAX MAP #234-16-96.00,97.00 and 98.00**

Draft

Draft

SCHEDULE "C"

SAMPLE FORM IRREVOCABLE POWER OF ATTORNEY

TAX MAP#234-16.00-

IRREVOCABLE POWER OF ATTORNEY
· COUPLED WITH AN INTEREST

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ owners of Unit _____, CHASE OAKS SUBDIVISION,

hereby make constitute and appoint CHASE OAKS DE, LLC, a limited liability company of the State of Virginia, 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 Establishing a Planned Community Pursuant to the Delaware Uniform Common Interest Ownership Act for Chase Oaks Subdivision ("Declaration") for the purpose of construction of roads, installation of utilities, including, telephone, cable television, sewer, water, electric; all to be accomplished in accordance with the terms and conditions of the Declaration recorded in the Office of the Recorder of Deeds in and for Sussex County at Georgetown, Delaware in Deed Record Book _____, page _____ and the Record Plot recorded in the Office of the Recorder of Deeds, aforesaid, in Plot Book _____, page _____, both as may be further amended.

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 creating additional Units (Lots) or constructing additional Units and for the purpose of reallocating voting right appurtenant to each of the Units in Chase Oaks Subdivision.

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, and shall bind all future owners of Unit _____, Chase Oaks Subdivision until December 31, 2033.

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__

Witness _____ (SEAL)

Witness _____ (SEAL)

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, _____ and _____ 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

My_ Commission Expires:

SITE DATA:

- OWNER/DEVELOPER: CHASE OAKS DE, LLC
A VIRGINIA LIMITED LIABILITY COMPANY
C/O L. M. SANDLER AND SONS INC.
ATTN: CLARK HETZLER
448 VIKING DRIVE, SUITE 220
VIRGINIA BEACH, VA 23452
- ENGINEER/SURVEYOR: SOLUTIONS IPEM
303 NORTH BEDFORD STREET
GEORGETOWN, DE 19947
PHONE: 302-297-9215
CONTACT: JASON PALKEWICZ, PE
- TAX PARCEL NUMBERS: 234-6.00-96.00
234-6.00-97.00
234-6.00-98.00
- GROSS ACREAGE = 145.34 ± ACRES
- EXISTING ZONING: AR-1 & ES-1
- PROPOSED BUILDING SETBACKS:
FRONT: 25' (15' CORNER)
SIDE: 10'
REAR: 10'
- PRESENT USE: AGRICULTURAL
- PROPOSED USE: RESIDENTIAL SUBDIVISION
- SEWER PROVIDER: SUSSEX COUNTY - UNIFIED SANITARY SEWER DISTRICT
- WATER PROVIDER: TIDEWATER UTILITIES, INC.
- TOTAL NUMBER OF LOTS:
EXISTING = 3
PROPOSED = 253
- ROBINSONVILLE ROAD SPEED LIMIT = 45 MPH
WEBBS LANDING ROAD SPEED LIMIT = 50 MPH (UNPOSTED)
- INVESTMENT LEVEL = 2, 3 & 4
- FLOOD ZONE:
THE PROPERTY IS LOCATED WITHIN FLOOD ZONE A - SPECIAL FLOOD HAZARD AREAS, NO BASE FLOOD ELEVATIONS DETERMINED AND FLOOD ZONE X (UNSHADED) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FIRM MAP NUMBER 10005C0333 K, MAP REVISED MARCH 16, 2015.
- A PORTION OF THE SITE IS LOCATED WITHIN THE WELL HEAD PROTECTION AREA § 89-6.
- THE SITE IS LOCATED WITHIN GOOD AND FAIR GROUNDWATER RECHARGE AREAS § 89-7.
- HORIZONTAL DATUM: DELAWARE STATE PLANE COORDINATE SYSTEM (NAD83)
- VERTICAL DATUM: NAVD 88

RECORD PLAN

FOR

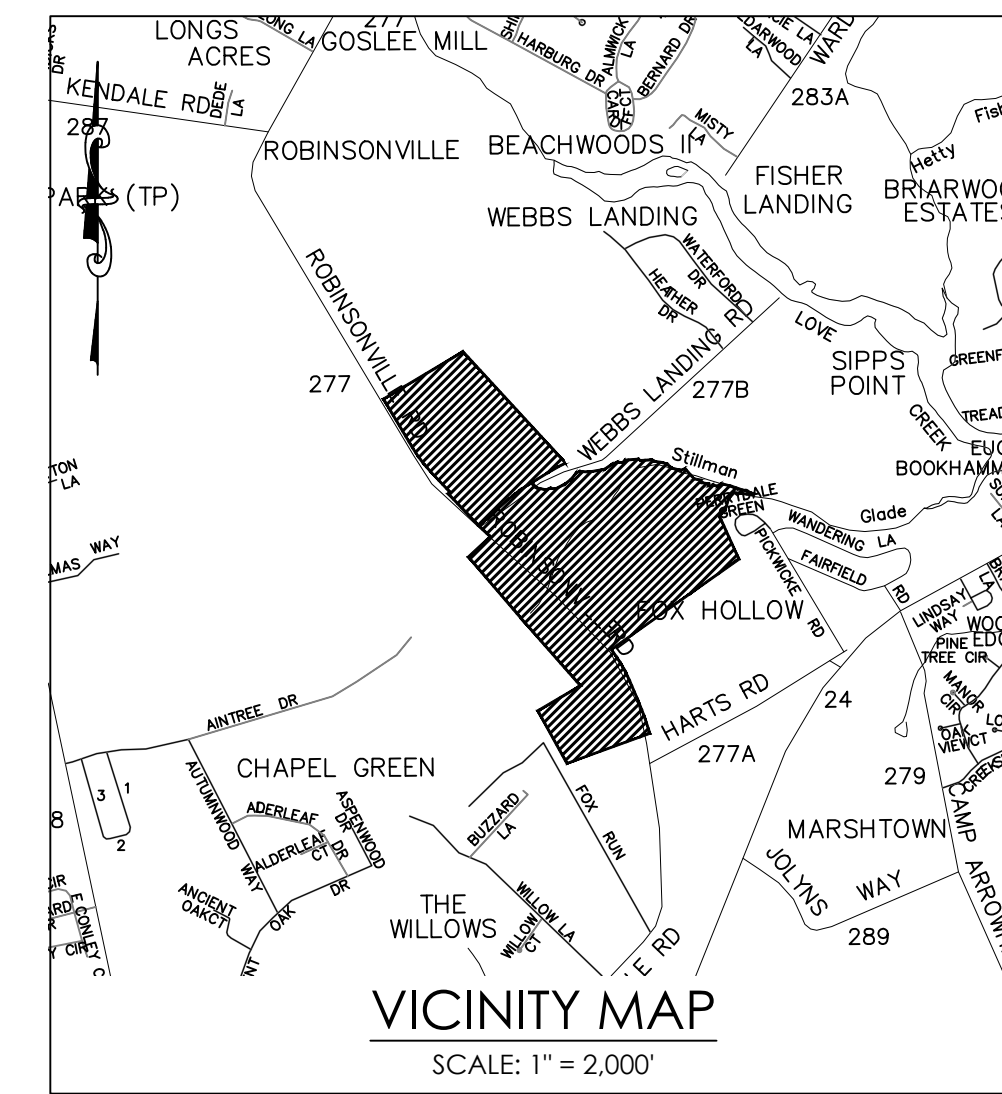
CHASE OAKS

SUBDIVISION NO. 2019-05

INDIAN RIVER HUNDRED - SUSSEX COUNTY, DELAWARE

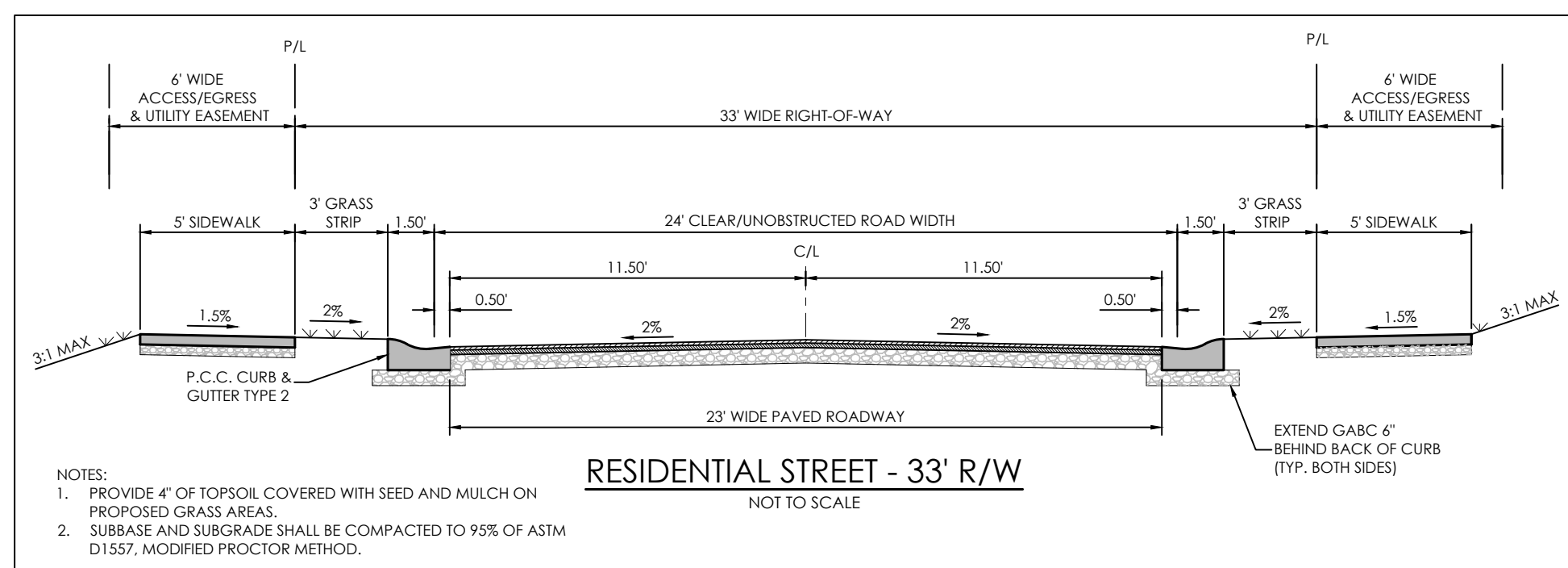
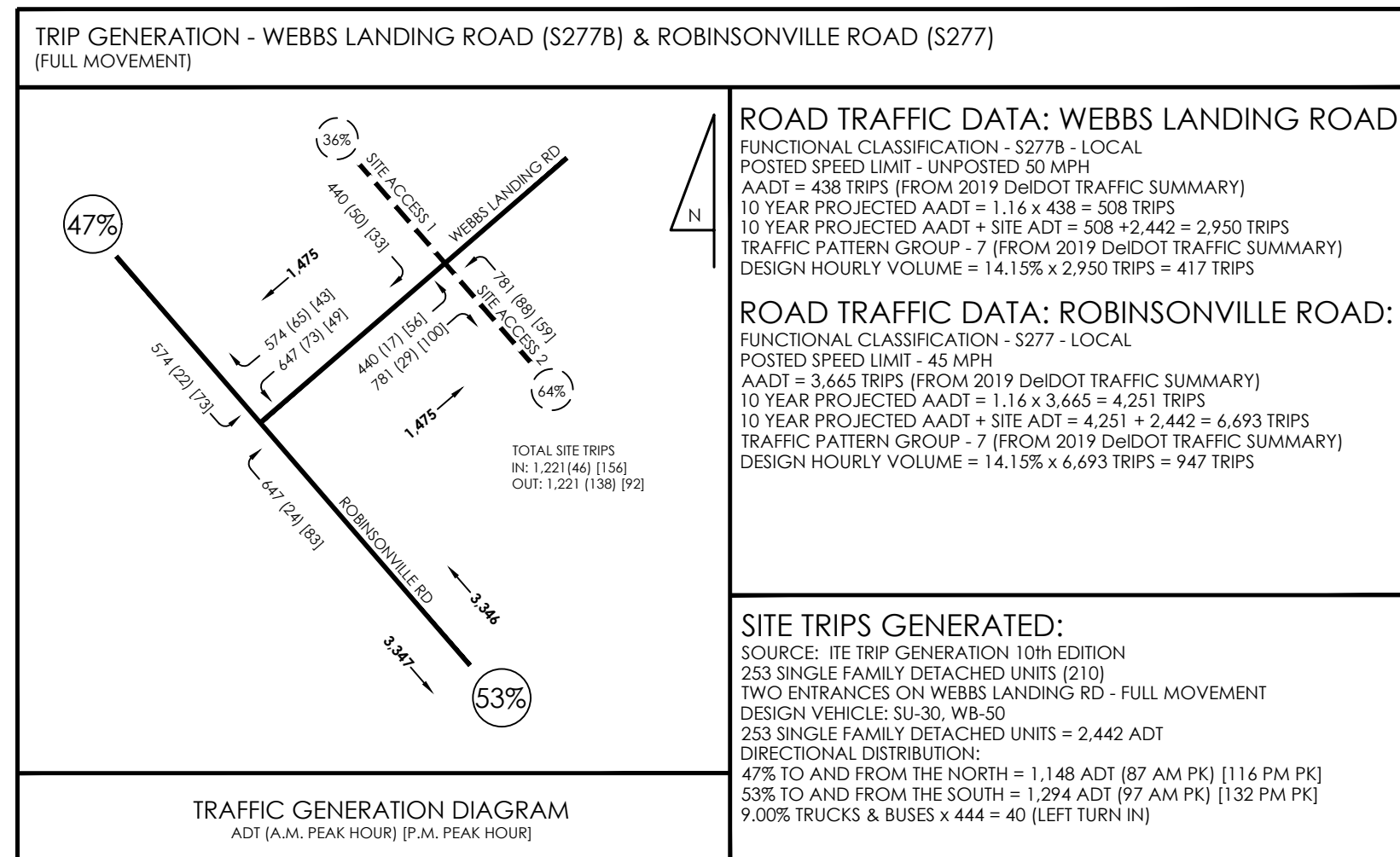
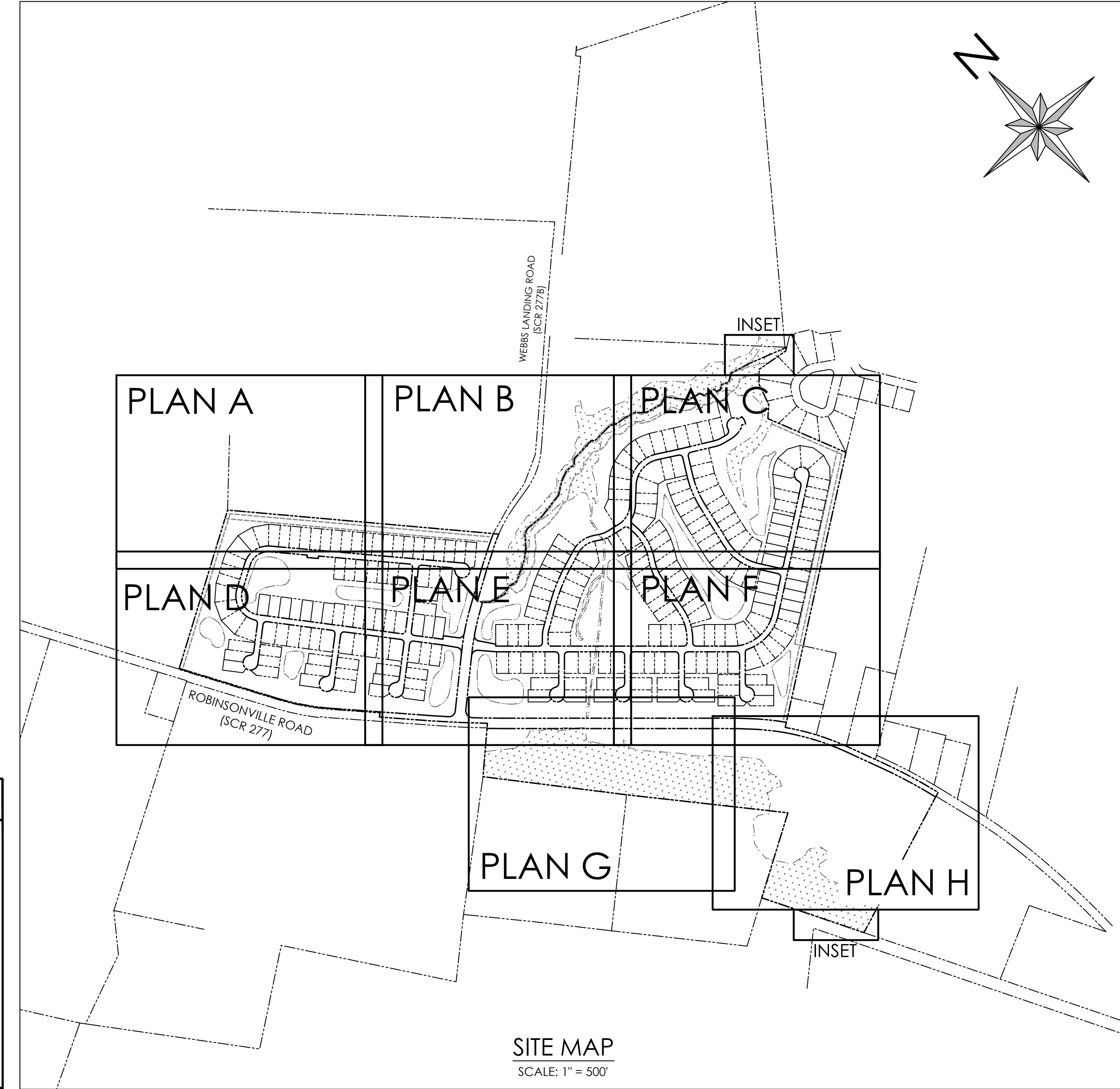
FOR

CHARTER OAK INVESTMENT, LLC



SHEET INDEX

1	COVER SHEET
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W-1	BOUNDARY OF WATERS AND WETLANDS OF THE UNITED STATES SUBJECT TO THE UNITED STATES CORPS OF ENGINEERS REGULATORY PROGRAM
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6	PLAN C
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EXISTING	PROPOSED	AREAS:
CAPPED PIN SET	N/A	GROSS ACREAGE = 145.34 ± ACRES
PROPERTY LINE	---	LOT AREA = 80,204 AC ±
EASEMENT LINE	----	R.O.W. AREA = 10,023 AC ±
EASEMENT	----	DELOTT R.O.W. AREA = 4,883 AC ±
SETBACK LINE	----	OPEN SPACE AREA = AC ±
EDGE OF WETLAND	---	50.23 / 145.34 = 34.6%
UNMARKED POINT	●	OPEN SPACE A = 12,530 AC ±
IRON PIPE FOUND	○IPF	OPEN SPACE B = 4,620 AC ±
CONCRETE MONUMENT FOUND	□CMF	OPEN SPACE C = 24,879 AC ±
CAPPED IRON PIPE FOUND	○CIPF	OPEN SPACE D = 4,630 AC ±
WOODLINE (APPROXIMATE)	~~~~	OPEN SPACE E = 3,548 AC ±
SITE TRIANGLE	----	% OF IMPERVIOUS COVER = 9.1%
SIDEWALK	====	EXISTING WOODLANDS = 58.40± AC
SHARED USE PATH	====	WOODLANDS TO REMAIN = 30.45 ± AC
		WOODLANDS TO BE REMOVED = 27.95 ± AC
		EXISTING NON-TIDAL WETLANDS = 18.83± AC

SUSSEX CONSERVATION DISTRICT APPROVAL:

APPROVED BY:

SECRETARY OF PLANNING COMMISSION DATE

PRESIDENT OF COUNTY COUNCIL DATE

WETLAND STATEMENT

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

EDWARD M. LAUNAY, PWS No. 875 DATE
SOCIETY OF WETLANDS SCIENTISTS
CORPS OF ENGINEERS,
CERTIFIED WETLAND DELINEATOR WDCEP93MD05100363



OWNER'S CERTIFICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN ON THIS PLAN, THAT THE PLAN WAS MADE AT MY DIRECTION AND 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. I FURTHERMORE UNDERSTAND AND ACKNOWLEDGE THAT IT IS THE RIGHT OF THE SUSSEX CONSERVATION DISTRICT AND/OR ITS DELEGATED INSPECTION AGENCIES TO CONDUCT ON-SITE INSPECTIONS.

Name: Raymond L. Gottlieb DATE
Title: Manager
Chase Oaks DE, LLC
A Virginia Limited Liability Company
By: IPEM, LLC
448 Viking Drive, Suite 220
Virginia Beach, VA 23452

SURVEYOR'S CERTIFICATION

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

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

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



303 North Bedford Street
Georgetown, DE 19947
T. 302.297.9215

3033 Maneth Hill Road
Salisbury, MD 21804
T. 410.572.8833

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Seal
Date

REVISIONS

NO.	DATE	DESCRIPTION

COVER SHEET
for
CHASE OAKS
INDIAN RIVER HUNDRED
SUSSEX COUNTY, DELAWARE
SCR277 & SCR277B

Date: 6/24/20	Scale: AS NOTED	Drawn By: ML	Designed By: JP	Approved By: JP
Job Number: G18040	Sheet No.: 1			
File Name: 18040-pre-plt-cover				

TIS NOTE:

A TRAFFIC IMPACT STUDY WAS COMPLETED IN JANUARY 2019 AND WAS SUBMITTED TO THE LOCAL LAND USE AGENCY.

TIS RECOMMENDATIONS:

- 1. THE DEVELOPER SHOULD IMPROVE ROBINSONVILLE ROAD AND WEBBS LANDING ROAD ALONG THE SITE FRONTS... 2. THE DEVELOPER SHOULD CONSTRUCT THE EXCLUSIVE NORTHBOUND RIGHT-TURN AND SOUTHBOUND LEFT-TURN LANES... 3. THE DEVELOPER SHOULD COORDINATE WITH DELDOT REGARDING AN EQUITABLE SHARE CONTRIBUTION TOWARD DELDOT'S HEP PROJECTS...

Table with 3 columns: APPROACH, CURRENT CONFIGURATION, PROPOSED CONFIGURATION. Rows include Northbound, Southbound, Eastbound, and Westbound roads.

INITIAL RECOMMENDED MINIMUM TURN-LANE LENGTHS (EXCLUDING TAPERS) OF THE SEPARATE TURN LANES ARE LISTED BELOW.

Table with 3 columns: APPROACH, LEFT-TURN LANE(S), RIGHT-TURN LANE(S). Rows include Northbound, Southbound, Eastbound, and Westbound roads.

* PROPOSED TURN-LANE LENGTH BASED ON DELDOT'S ROAD DESIGN MANUAL.

- 3. THE DEVELOPER SHOULD ENTER INTO A TRAFFIC SIGNAL AGREEMENT WITH DELDOT FOR THE DESIGN AND CONSTRUCTION OF A FUTURE TRAFFIC SIGNAL FOR THE INTERSECTION OF BEAVER DAM ROAD AND KENDALE ROAD... 4. THE DEVELOPER SHOULD ENTER INTO A TRAFFIC SIGNAL AGREEMENT WITH DELDOT FOR THE DESIGN AND CONSTRUCTION OF A FUTURE TRAFFIC SIGNAL FOR THE INTERSECTION OF BEAVER DAM ROAD AND KENDALE ROAD...

Table with 3 columns: APPROACH, CURRANT CONFIGURATION, PROPOSED CONFIGURATION. Rows include Northbound, Southbound, Eastbound, and Westbound site entrances and roads.

INITIAL RECOMMENDED MINIMUM TURN-LANE LENGTH (EXCLUDING TAPERS) OF THE SEPARATE TURN LANES ARE LISTED BELOW.

Table with 3 columns: APPROACH, LEFT-TURN LANE(S), RIGHT-TURN LANE(S). Rows include Northbound, Southbound, Eastbound, and Westbound site entrances and roads.

* PROPOSED TURN-LANE LENGTH BASED ON DELDOT'S AUXILIARY LANE WORKSHEET.

- 7. THE DEVELOPER SHOULD CONSTRUCT SITE ACCESS 2 ON ROBINSONVILLE ROAD. THE PROPOSED CONFIGURATION IS SHOWN IN THE TABLE BELOW.

Table with 3 columns: APPROACH, CURRANT CONFIGURATION, PROPOSED CONFIGURATION. Rows include Northbound, Southbound, and Eastbound site entrances.

*PER DELDOT'S AUXILIARY LANE WORKSHEET, NO TURN LANES OR BYPASS LANES ARE REQUIRED AT THIS ENTRANCE.

- 8. THE DEVELOPER SHOULD COORDINATE WITH DELDOT REGARDING AN EQUITABLE SHARE CONTRIBUTION TOWARD THE PLANNED IMPROVEMENTS BY THE DEVELOPER OF BURTON'S POND TO REALIGN PINEWATER ROAD / SLOAN ROAD WITH THE INTERSECTION OF DELAWARE ROUTE 24 AND HOLLYMOUNT ROAD.

GENERAL NOTES:

- 1. ALL ON-SITE STREETS (INCLUDING PAVEMENT, CURBING AND SIDEWALK) ARE PRIVATE AND SHALL BE MAINTAINED BY THE OWNER UNTIL DEDICATION TO THE HOMEOWNER'S ASSOCIATION... 2. STORMWATER MANAGEMENT AND STORM DRAINAGE SHALL BE IN ACCORDANCE WITH THE SUSSEX COUNTY CONSERVATION DISTRICT AND SUSSEX COUNTY ENGINEERING REQUIREMENTS... 3. ALL OPEN SPACE SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION...

DELDOT RECORD PLAN - GENERAL NOTES (3/21/19)

- 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...

DEVELOPER INFRASTRUCTURE RECOUPMENT AGREEMENT

RECORDED UNDER ____ BOOK / ____ PAGE

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



Sussex County DELAWARE sussexcountysde.gov 302-855-7878 302-854-5079 F JANELLE CORNWELL, AICP DIRECTOR

September 27, 2019

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

By email to: jpalkewicz@solutionsipem.com

Re: Notice of Decision letter for the Preliminary Subdivision Plan for Chase Oaks (2019-5) for the creation of two hundred fifty-three (253) single-family lots and located on Robinsonville Road (S.C.R. 277) at Webb Landing Road (S.C.R. 277B). Tax Parcel: 234-6.00-95.00, 97.00 & 98.00

Dear Mr. Palkewicz,

At their meeting of Thursday, September 26, 2019 the Planning & Zoning Commission approved the Preliminary Subdivision Plan for the Chase Oaks (2019-5) for the creation of a two-hundred fifty-three (253) lot subdivision. The property is located on Robinsonville Road (SCR, 277) at Webb Landing Road (S.C.R. 277B). Additionally, the property lies within the Agricultural Residential (AR-1) Zoning District and the Coastal Zone (formerly known as the Environmentally Sensitive Development District Overlay Zone (ESDDOZ)).

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

- A. There shall be no more than 253 lots within the subdivision. B. There shall not be any lots or amenities on the west side of Robinsonville Road. C. The developer shall establish a homeowner's association responsible for the maintenance of streets, roads, buffers, stormwater management facilities and other common areas... 8. THE DEVELOPER SHOULD COORDINATE WITH DELDOT REGARDING AN EQUITABLE SHARE CONTRIBUTION TOWARD THE PLANNED IMPROVEMENTS BY THE DEVELOPER OF BURTON'S POND TO REALIGN PINEWATER ROAD / SLOAN ROAD WITH THE INTERSECTION OF DELAWARE ROUTE 24 AND HOLLYMOUNT ROAD.

September 27, 2019 Notice of Decision Letter Chase Oaks (2019-5) Preliminary Subdivision Plan Page 2

- I. The subdivision shall be served by a central sewer system. J. The subdivision shall be served by a publicly regulated central water system providing drinking water and fire protection. K. Street design shall meet or exceed Sussex County standards. L. Road naming and addressing shall be subject to the review and approval of the Sussex County Mapping and Addressing Department... R. As proffered by the Applicant, the Vessel Family Cemetery will be delineated, and a fence will be erected around the perimeter.

Please note that a \$10.00 per lot fee will be required to be paid prior to the approval of any Final Subdivision Plan. For 253 lots, the fee is \$2,530.00.

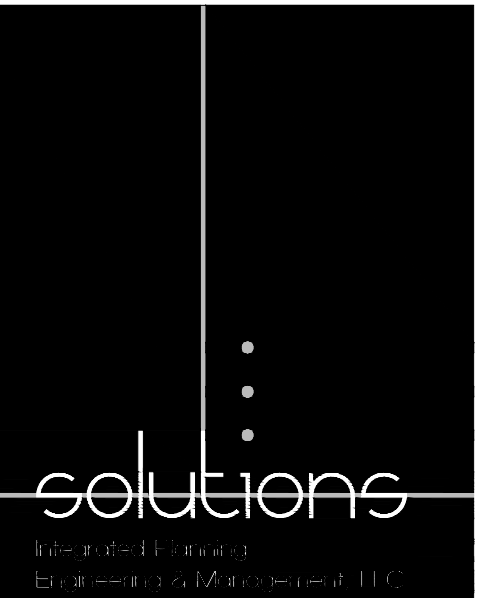
Please feel free to contact me during business hours with any question from 8:30 AM - 4:30 PM, Monday through Friday, at 302-855-7878.

Sincerely,

Lauren DeVore

Ms. Lauren DeVore Planner III

CC: Andy Wright, Chief Code Official - Building Code Mike Brady, Director of Public Works - Engineering John Ashman, Director of Utility Planning - Engineering



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Seal _____ Date _____

Table with 2 columns: REVISIONS, DESCRIPTION. Includes a grid for tracking revisions.

NOTES for CHASE OAKS INDIAN RIVER HUNDRED SUSSEX COUNTY, DELAWARE SCR277 & SCR277B

Table with 2 columns: Date, Job Number, Scale, Drawn By, Designed By, Approved By. Includes fields for 6/24/20, G18040, N.T.S., and initials.

Sheet No.:

File Name: 18040-pre-plat-cover



WETLAND COORDINATE TABLE (FLAGS A4-A5)

Table with 4 columns: Description, Northing, Easting, Elevation. Lists wetland points wfa6 through wfa85 with their respective coordinates and elevations.

CURVE TABLE

Table with 4 columns: CURVE, RADIUS, ARC LENGTH, CHORD LENGTH, CHORD BEARING. Lists curve data for C1 through C5.

WETLAND COORDINATE TABLE (FLAGS C1-C60)

Table with 4 columns: Description, Northing, Easting, Elevation. Lists wetland points wfc1 through wfc60 with their respective coordinates and elevations.

NATURAL SWALE LINE TABLE

Table with 3 columns: LINE, BEARING, DISTANCE. Lists swale line data for L1 through L30.

WETLAND COORDINATE TABLE (FLAGS D1-D2)

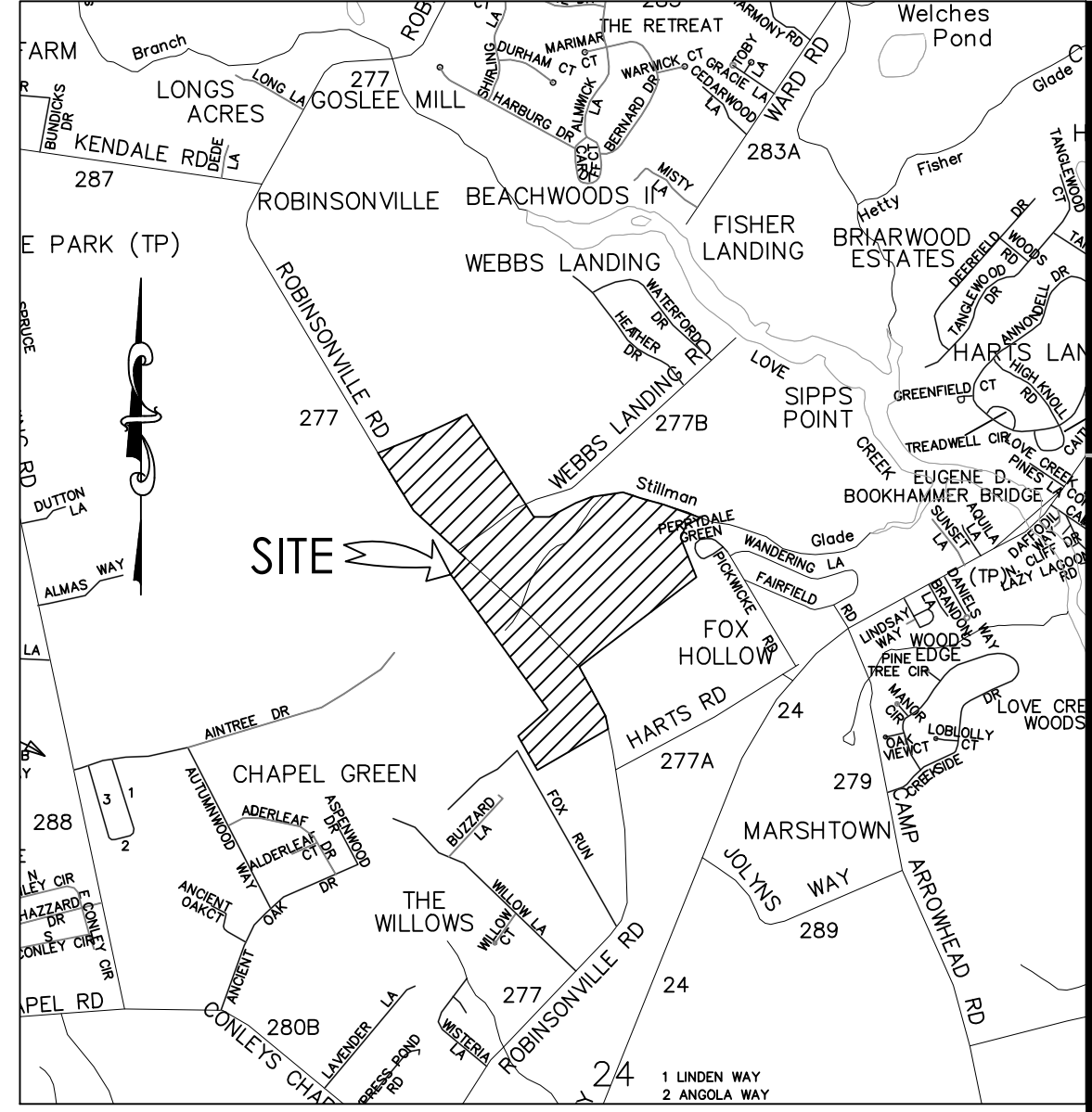
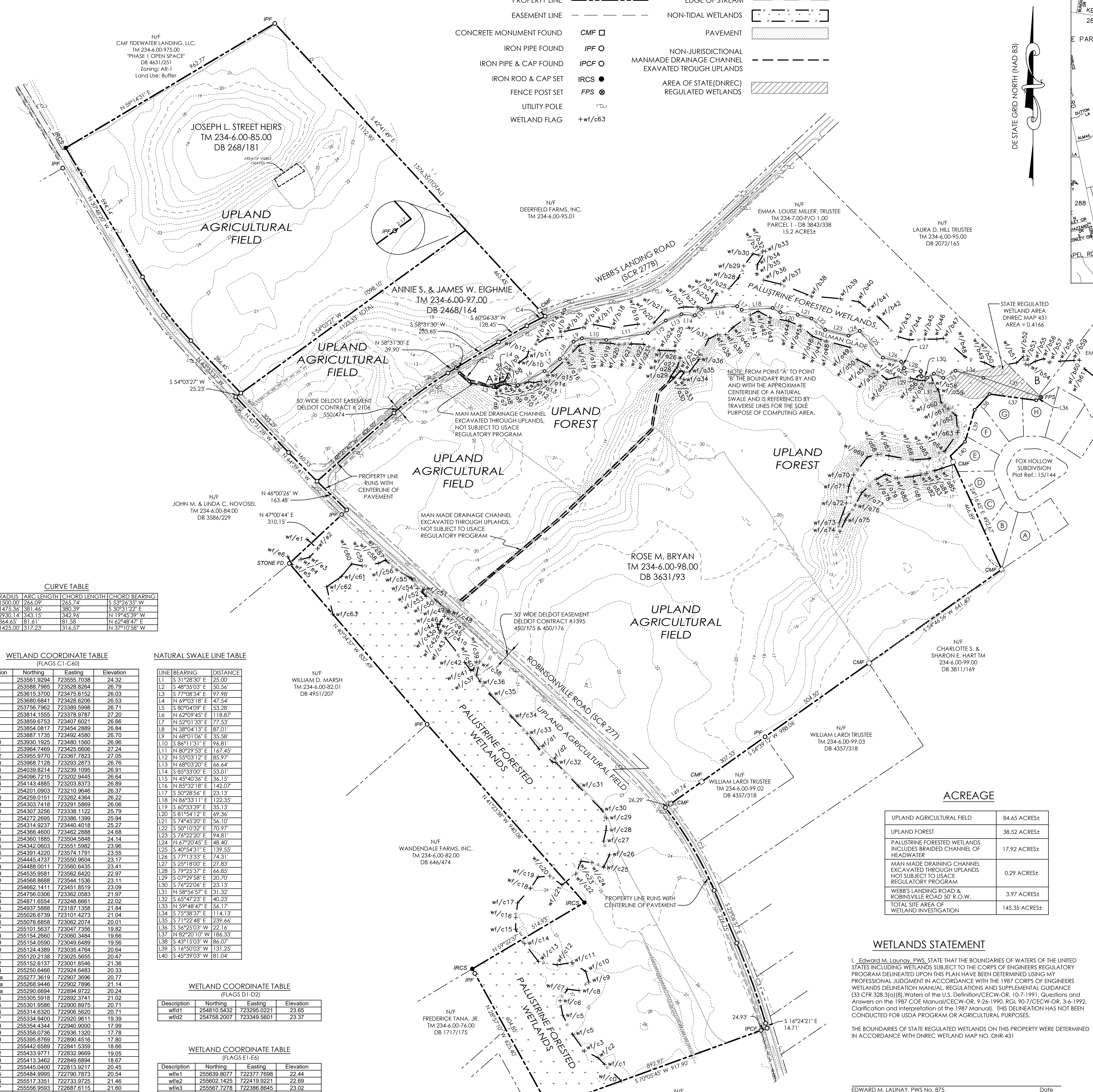
Table with 4 columns: Description, Northing, Easting, Elevation. Lists wetland points wfd1 through wfd2.

WETLAND COORDINATE TABLE (FLAGS E1-E6)

Table with 4 columns: Description, Northing, Easting, Elevation. Lists wetland points wfe1 through wfe6.

LEGEND

Legend defining symbols for PROPERTY LINE, EASEMENT LINE, CONCRETE MONUMENT FOUND, IRON PIPE FOUND, IRON PIPE & CAP FOUND, IRON ROD & CAP SET, FENCE POST SET, UTILITY POLE, WETLAND FLAG, EDGE OF STREAM, NON-TIDAL WETLANDS, PAVEMENT, NON-JURISDICTIONAL MANMADE DRAINAGE CHANNEL, EXCAVATED TROUGH UPLANDS, AREA OF STATE(DNREC) REGULATED WETLANDS.



VICINITY MAP SCALE: 1" = 2,000'

FOX HOLLOW SUBDIVISION ADJACENT OWNERS LIST

Table listing adjacent owners A through H with their names, addresses, and parcel information.

ACREAGE

Table listing acreage for UPLAND AGRICULTURAL FIELD (84.65 ACRES), UPLAND FOREST (38.52 ACRES), PALUSTRINE FORESTED WETLANDS (17.92 ACRES), MAN MADE DRAINING CHANNEL (0.29 ACRES), WEBB'S LANDING ROAD (3.97 ACRES), and TOTAL SITE AREA OF WETLAND INVESTIGATION (145.35 ACRES).

WETLANDS STATEMENT

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, REGULATIONS AND SUPPLEMENTAL GUIDANCE (33 CFR 328.3(a)(8) Waters of the U.S. Definition/CFCW-OR, 10-7-1991. Questions and Answers on the 1987 COE Manual/CFCW-OR, 9-26-1990, RCL 9-7-CECW-OR, 3-6-1992, Clarification and Interpretation of the 1987 Manual. This DELINEATION HAS NOT BEEN CONDUCTED FOR USDA PROGRAM OR AGRICULTURAL PURPOSES.

THE BOUNDARIES OF STATE REGULATED WETLANDS ON THIS PROPERTY WERE DETERMINED IN ACCORDANCE WITH DNREC MAP NO. DNR-431

SITE DATA:

- 1. SURVEYOR: SOLUTIONS IPEM 303 NORTH BEDFORD STREET GEORGETOWN, DE 19947 PHONE: 302-297-9215
2. TAX MAP: 234-6.00-96.00 = 27.89 AC.± 234-6.00-97.00 = 11.09 AC.± 234-6.00-98.00 = 106.37 AC.±
3. ZONING: AR-1 (PORTIONS WITH ES-1)

4. THE PROPERTY IS LOCATED WITHIN FLOOD ZONE A - SPECIAL FLOOD HAZARD AREAS, NO BASE FLOOD ELEVATIONS DETERMINED AND FLOOD ZONE X (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. PER FIRM MAP NUMBER 10005C0333 K, MAP REVISED MARCH 16, 2015.

5. OTHER THAN SHOWN, THIS SURVEY PLAN DOES NOT VERIFY THE EXISTENCE OR NON-EXISTENCE OF RIGHTS OF WAY OR EASEMENTS ON THIS PROPERTY.

SURVEYOR'S CERTIFICATION

THIS PLAN AND SURVEY WERE PERFORMED UNDER MY SUPERVISION, TO THE LOCAL STANDARD OF CARE, AND SUBSTANTIALLY MEET THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS PROMULGATED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS FOR A SUBURBAN CLASS SURVEY.

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



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Seal Date

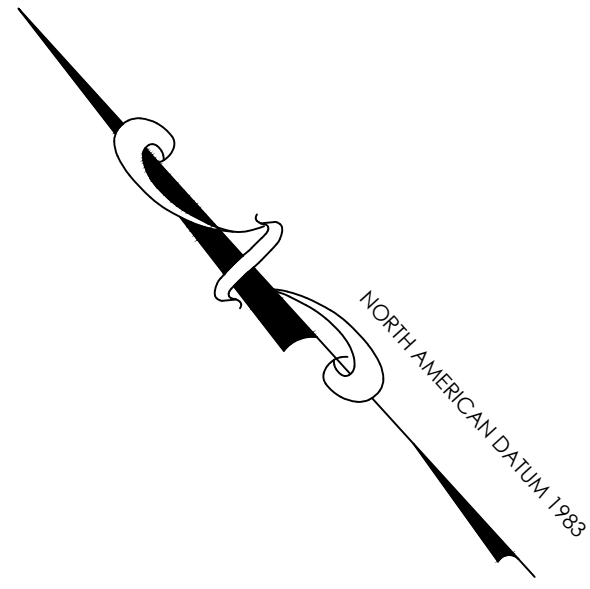
REVISIONS table with columns: NO., DATE, DESCRIPTION

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

TAX MAP PARCELS 234-6.00-96.00, 97.00 & 98.00 INDIAN RIVER HUNDRED SUSSEX COUNTY, DELAWARE

Form for Date, Job Number, Scale, Drawn By, Designed By, Approved By, Sheet No., File Name, and Date.

W-1



Seal _____
 Date _____

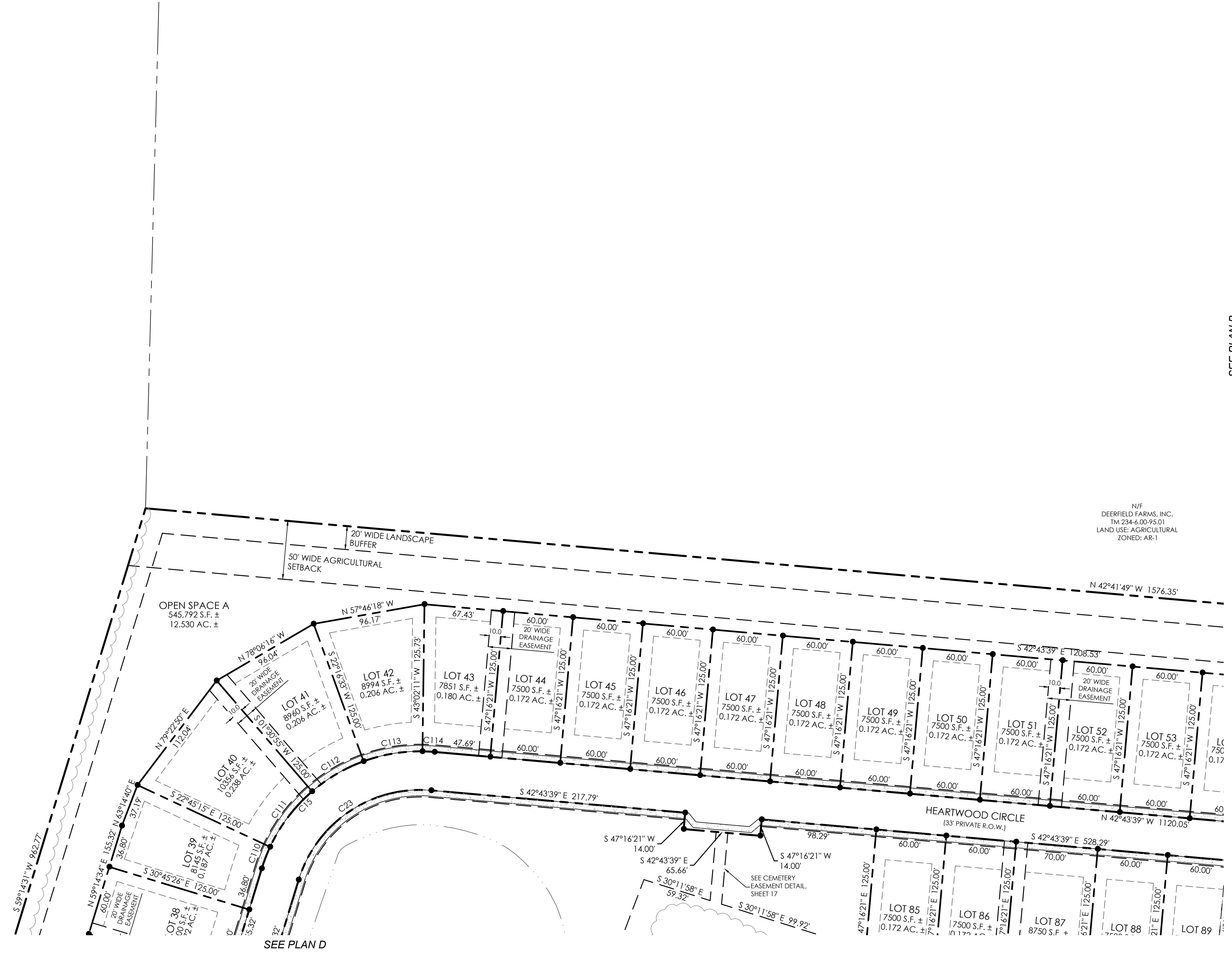
NO.	DATE	DESCRIPTION

PLAN A
 for
CHASE OAKS
 INDIAN RIVER HUNDRED
 SUSSEX COUNTY, DELAWARE
 SCR277 & SCR277B

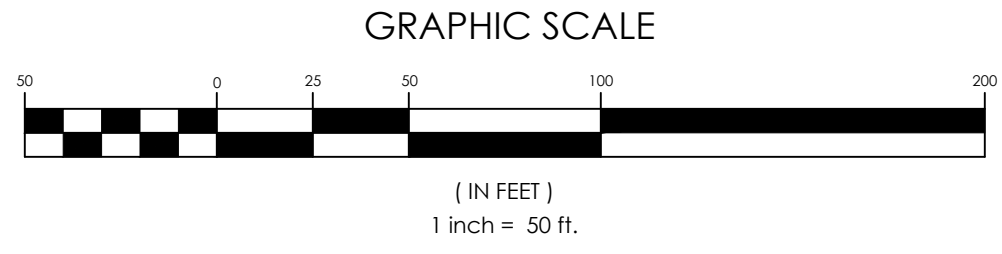
Date:	6/24/20
Job Number:	G18040
Scale:	1"=50'
Drawn By:	ML
Designed By:	JIP
Approved By:	JIP

Sheet No.: **4**
 File Name: 18040-plat-plans

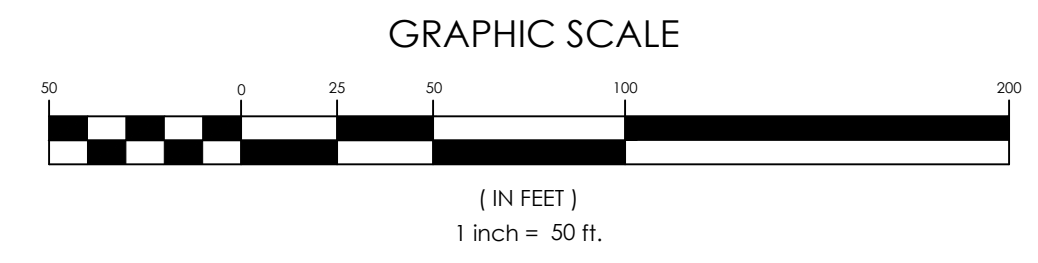
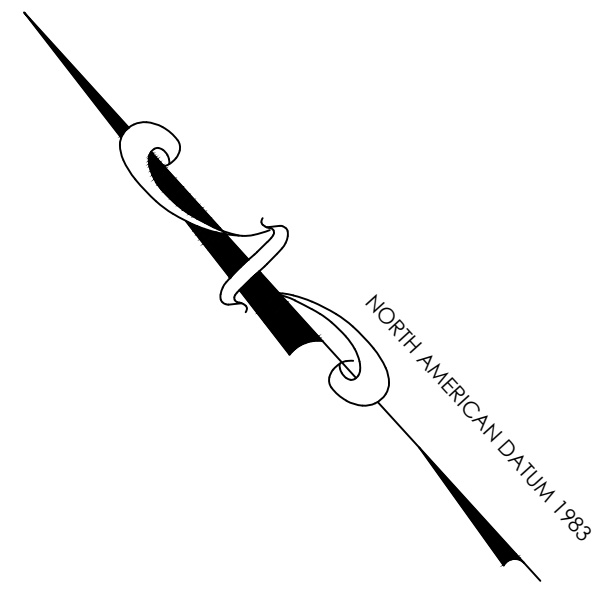
SEE PLAN B



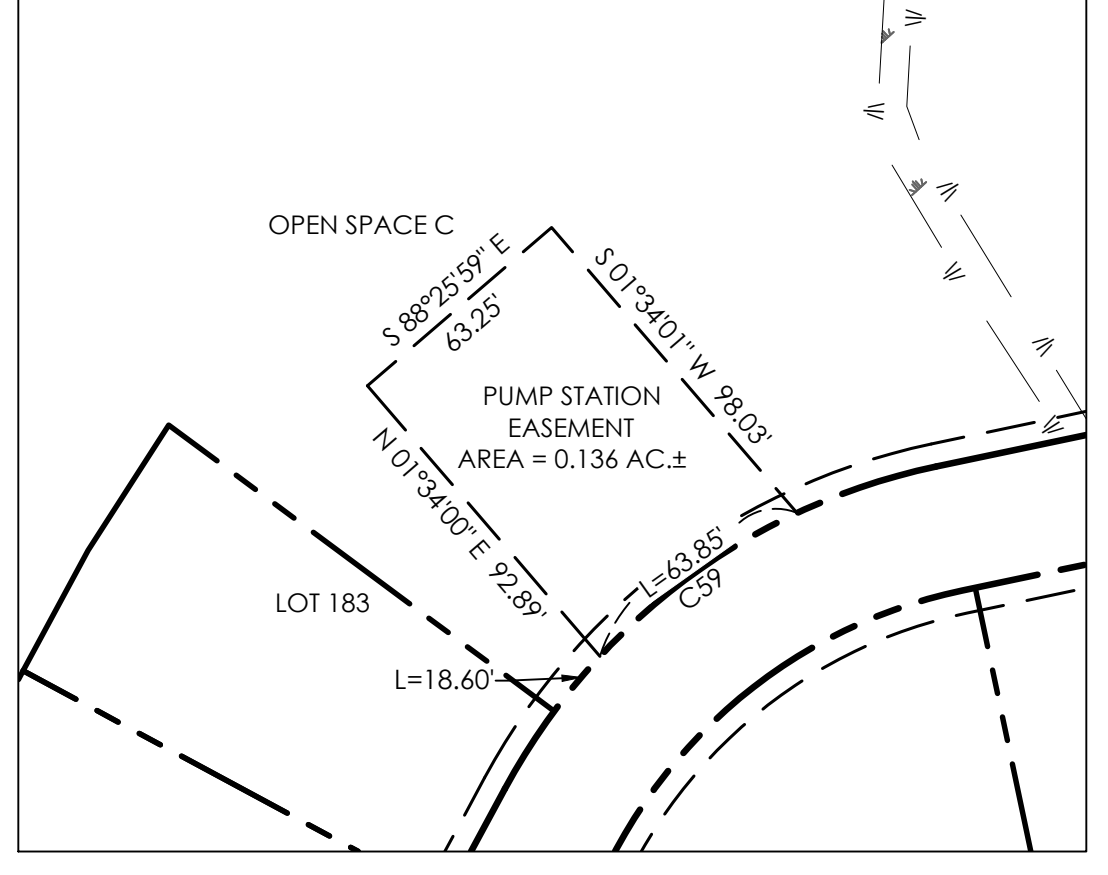
N/F
 CMF TIDEWATER LANDING, LLC.
 TM 234-6.00-975.00
 "PHASE 1 OPEN SPACE"
 DB 4631/251
 LAND USE: RESIDENTIAL SUBDIVISION
 ZONED: AR-1



SEE PLAN D



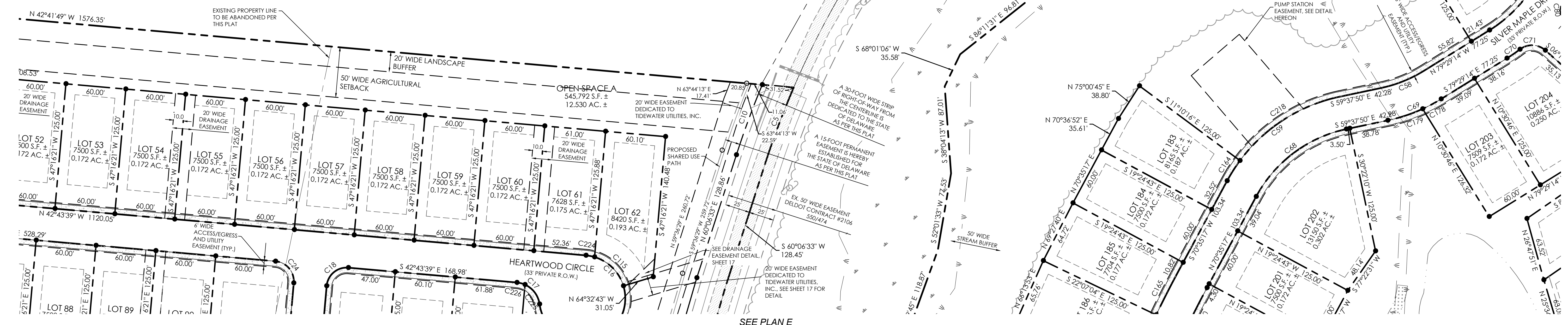
LANDS CLAIMED BY
SAMUEL R. & DIANA COOPER
DB 3843/336
LAND USE: AGRICULTURAL
ZONED: AR-1



PUMP STATION EASEMENT
SCALE: 1"=50'

SEE PLAN A

N/F
DEERFIELD FARMS, INC.
TM 234-6-00-95.01
LAND USE: AGRICULTURAL
ZONED: AR-1



SEE PLAN E

REVISIONS

NO.	DATE	DESCRIPTION

PLAN B

for
CHASE OAKS
INDIAN RIVER HUNDRED
SUSSEX COUNTY, DELAWARE
SCR277 & SCR277B

Date:	6/24/20
Job Number:	G18040
Scale:	1"=50'
Drawn By:	ML
Designed By:	JIP
Approved By:	JIP

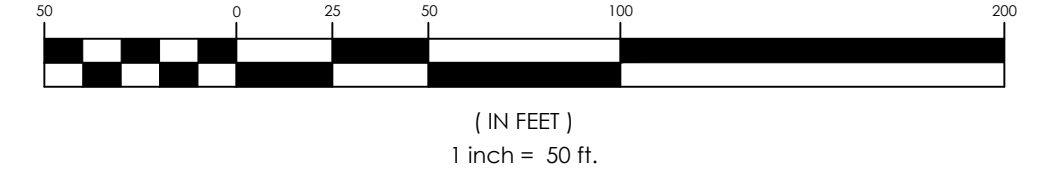
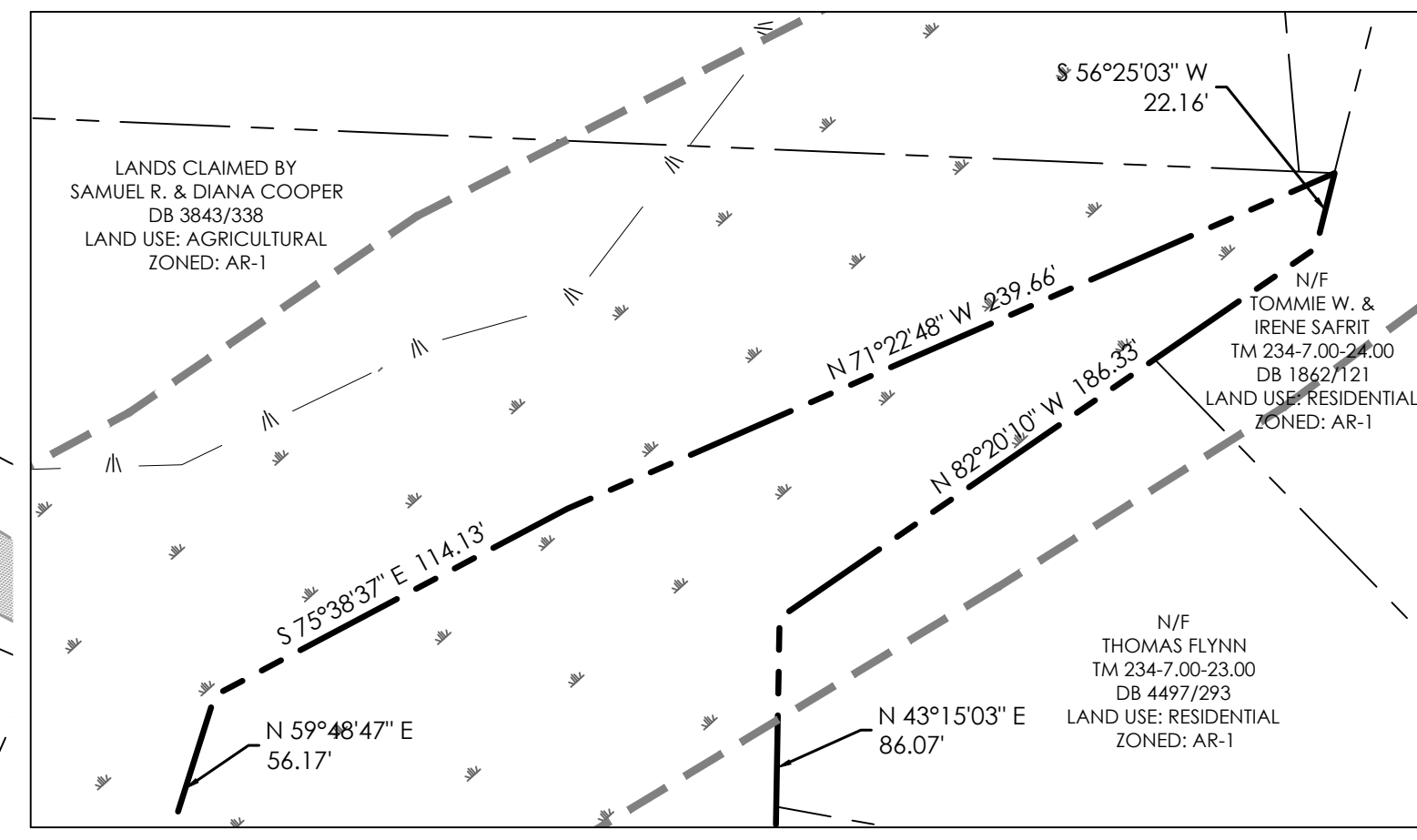
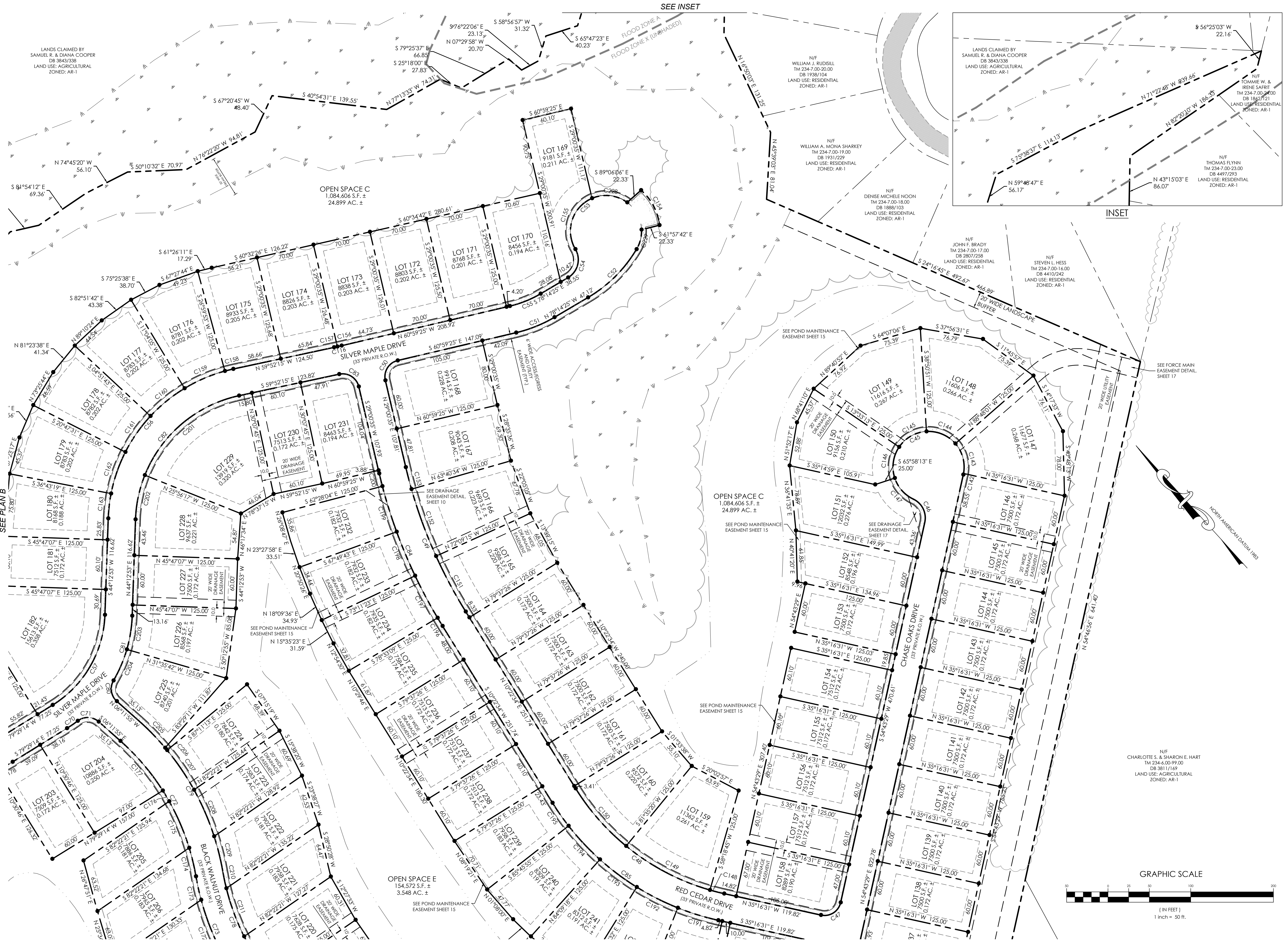
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File Name: 18040-plat-plans



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Date

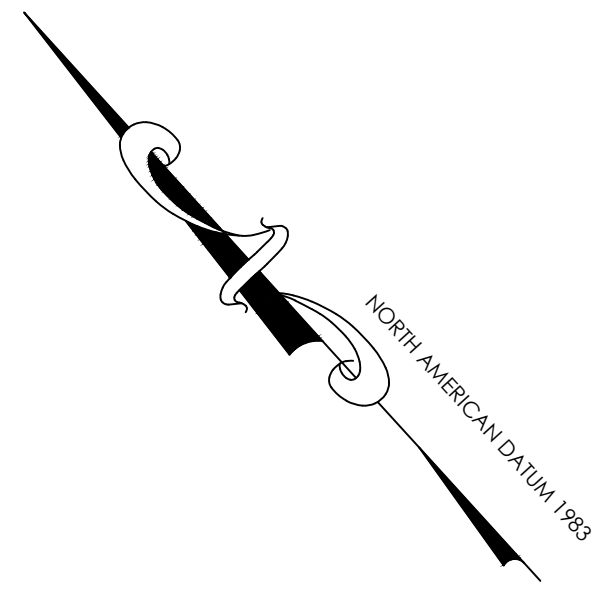
REVISIONS	
NO.	DESCRIPTION

NO.	DATE

PLAN C
for
CHASE OAKS
INDIAN RIVER HUNDRED
SUSSEX COUNTY, DELAWARE
SCR277 & SCR278

Date:	6/24/20
Job Number:	G18040
Scale:	1"=50'
Drawn By:	ML
Designed By:	JIP
Approved By:	JIP

Sheet No.:
File Name: 18040-plat-plans



N/F
CMF TIDEWATER LANDING, LLC.
TM 234-6.00-975.00
"PHASE 1 OPEN SPACE"
DB 4631/251
LAND USE: RESIDENTIAL SUBDIVISION
ZONED: AR-1

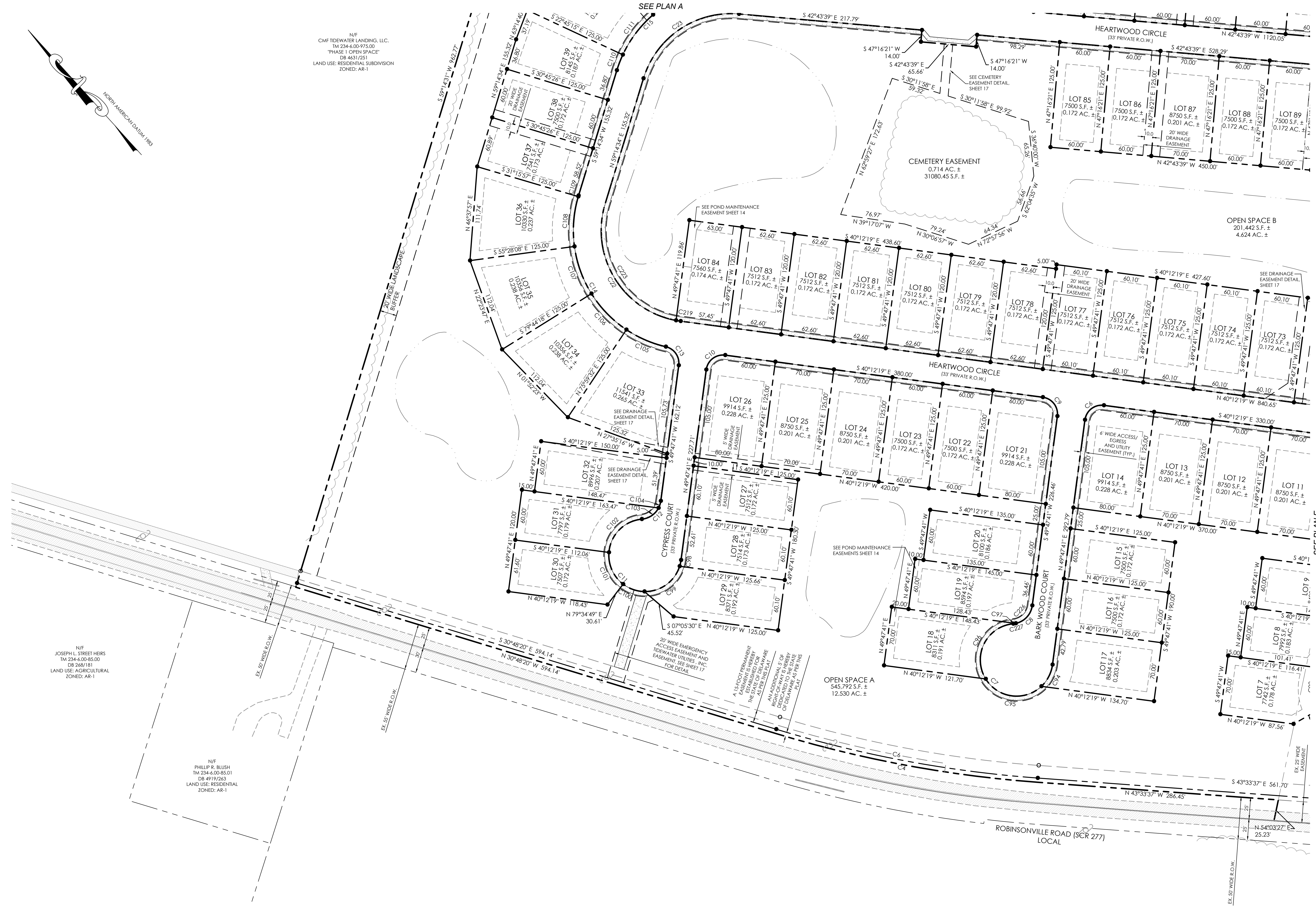
N/F
JOSEPH L. STREET HEIRS
TM 234-6.00-85.00
DB 268/181
LAND USE: AGRICULTURAL
ZONED: AR-1

N/F
PHILLIP R. BLUSH
TM 234-6.00-85.01
DB 4919/263
LAND USE: RESIDENTIAL
ZONED: AR-1

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



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Date

NO.	DATE	DESCRIPTION

PLAN D
for
CHASE OAKS
INDIAN RIVER HUNDRED
SUSSEX COUNTY, DELAWARE
SCR277 & SCR278

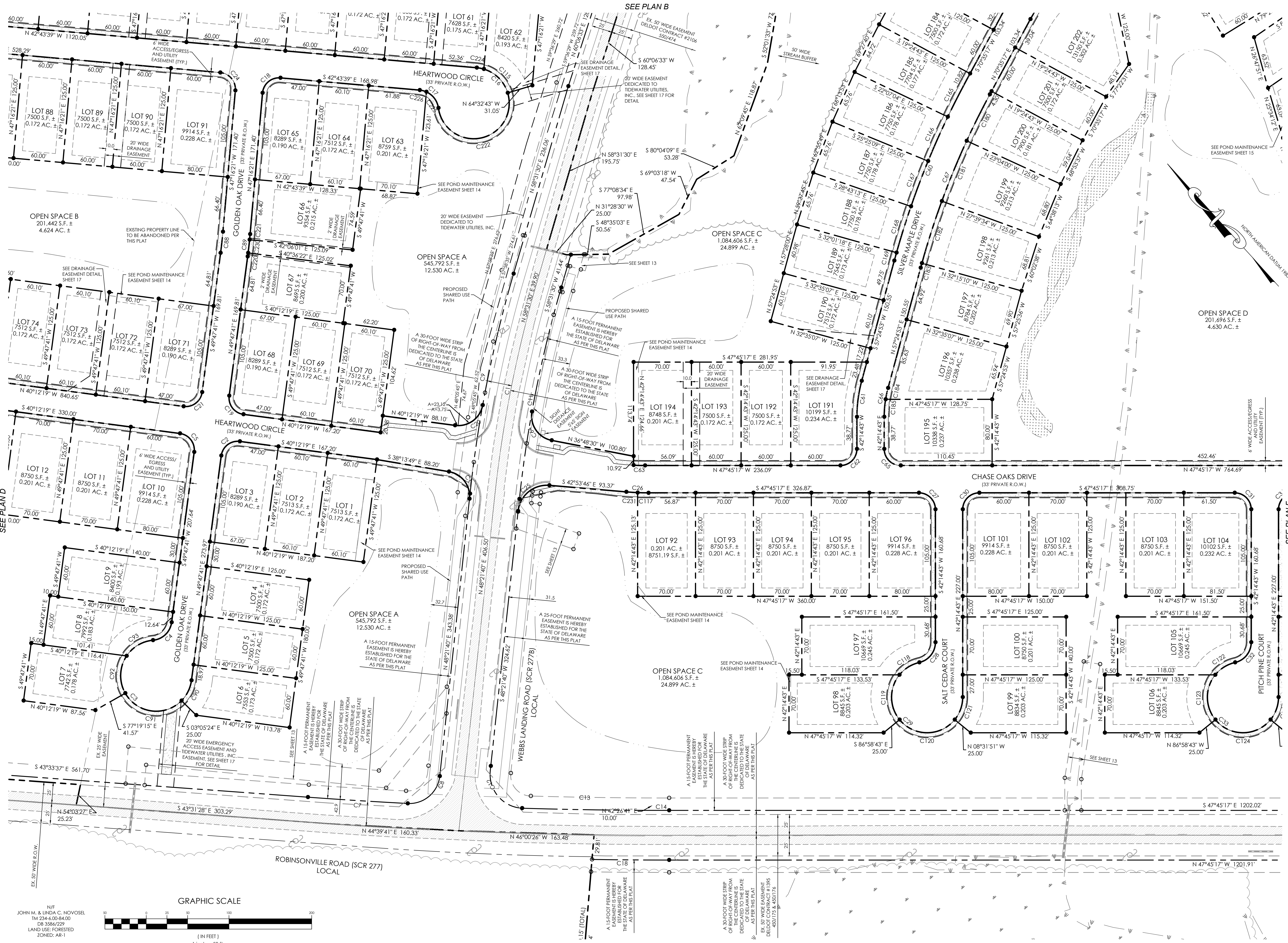
Date:	6/24/20
Job Number:	G18040
Scale:	1"=50'
Drawn By:	ML
Designed By:	JIP
Approved By:	JIP

Sheet No.:

7

File Name: 18040-plat-plans

N/F
JOHN M. & LINDA C. NOVOSIEL
TM 234-6.00-84.00
DB 3586/229
LAND USE: FORESTED
ZONED: AR-1



SEE PLAN B

SEE PLAN F

SEE PLAN G

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 CONSULTANTS

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 Georgetown, DE 19147
 T. 302-297-9215
 3033 Manhill Hill Road
 Solisbury, MD 21084
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NO.	DATE	DESCRIPTION

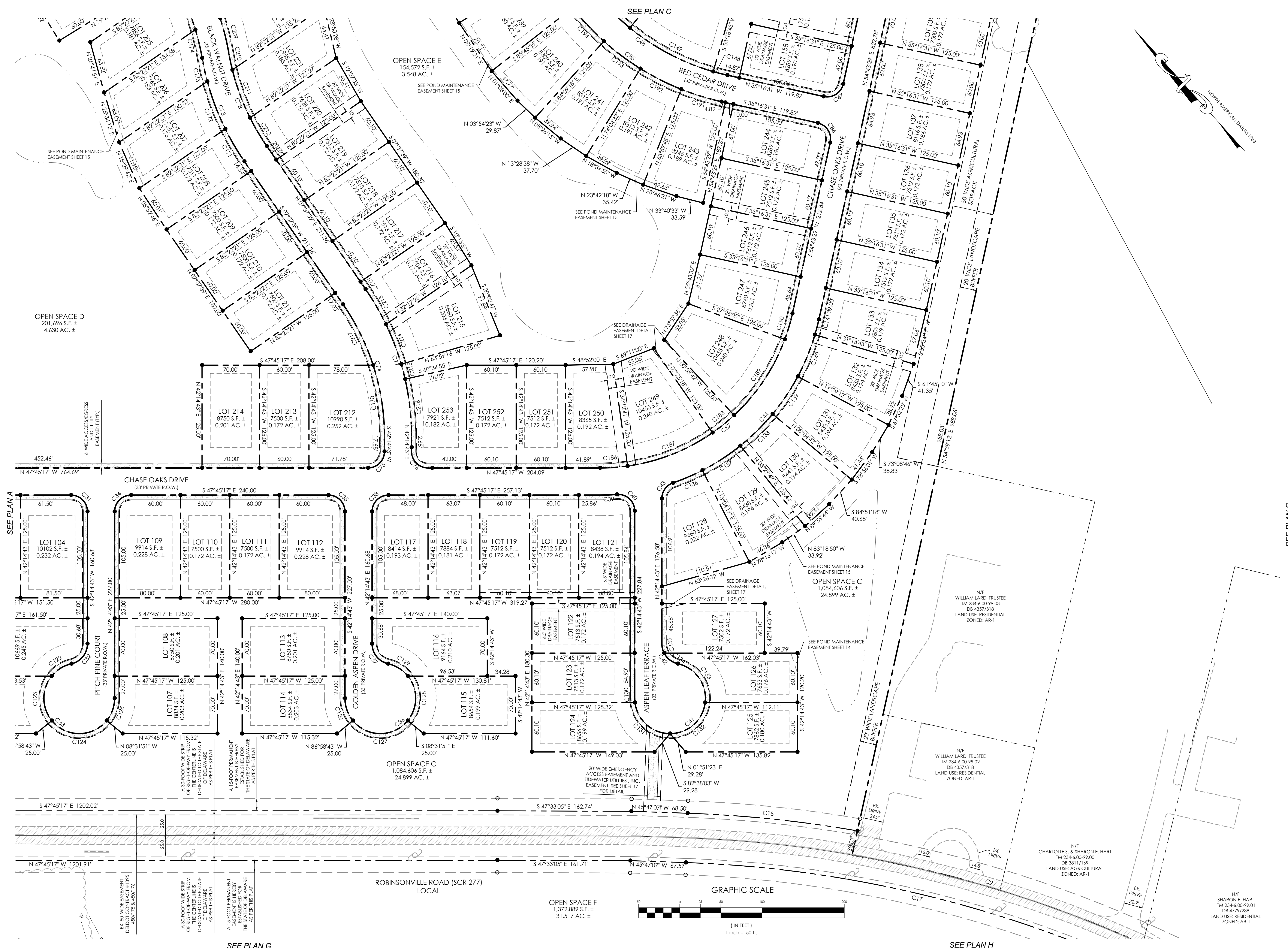
PLAN E
 for
CHASE OAKS
 INDIAN RIVER HUNDRED
 SUSSEX COUNTY, DELAWARE
 SCR277 & SCR278

Date:	6/24/20
Job Number:	G18040
Scale:	1"=50'
Drawn By:	ML
Designed By:	JIP
Approved By:	JIP

Sheet No.: **8**
 File Name: 18040-plot-plans

N/E
 JOHN M. & LINDA C. NOVOSEL
 TM 234-6.00-84.00
 DB 3586/229
 LAND USE: FORESTED
 ZONED: AR-1

GRAPHIC SCALE
 (IN FEET)
 1 inch = 50 ft.

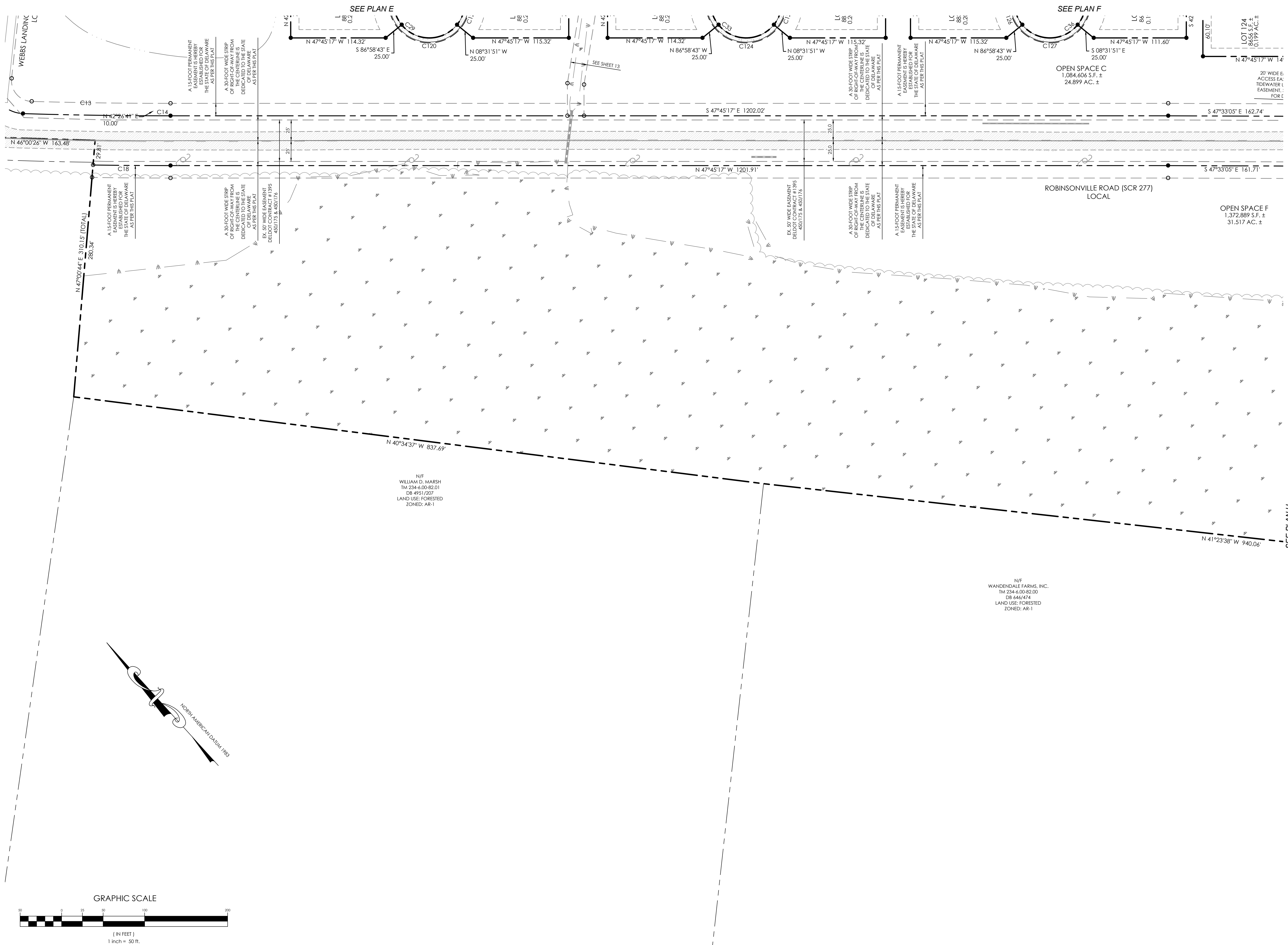


Seal _____
Date _____

REVISIONS	
NO.	DESCRIPTION

PLAN F
for
CHASE OAKS
INDIAN RIVER HUNDRED
SUSSEX COUNTY, DELAWARE
SCR277 & SCR278

Date:	6/24/20	Drawn By:	ML	Designed By:	JIP	Approved By:	JIP
Job Number:	G18040	Scale:	1"=50'				

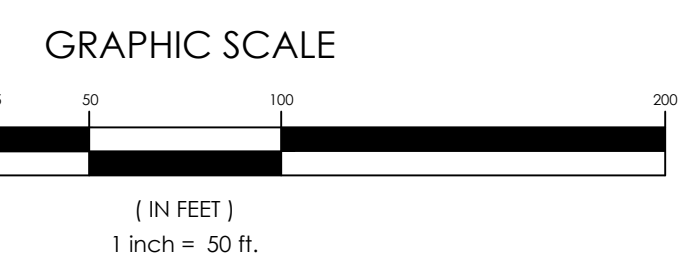
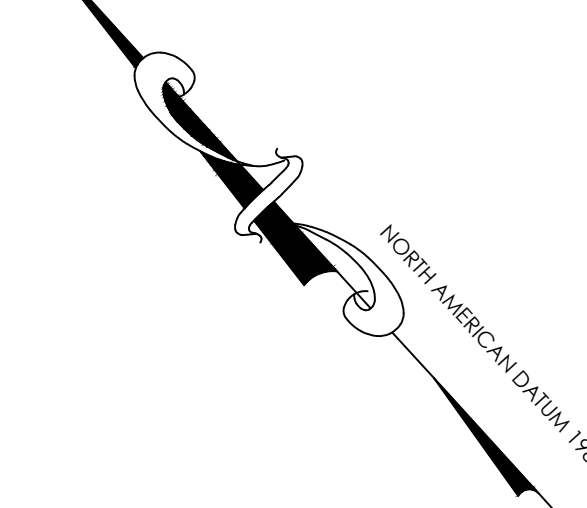


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Date _____

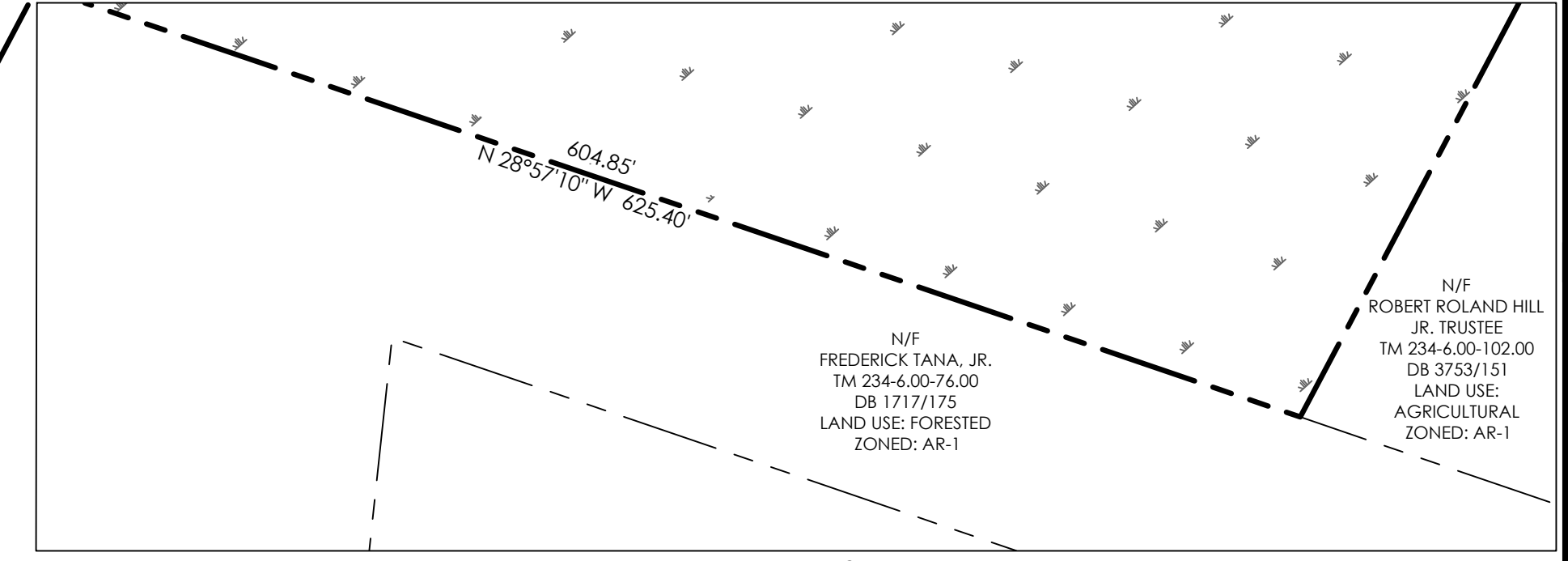
NO.	DATE	DESCRIPTION

PLAN G
for
CHASE OAKS
INDIAN RIVER HUNDRED
SUSSEX COUNTY, DELAWARE
SCR277 & SCR277B

Date:	6/24/20
Job Number:	G18040
Scale:	1"=50'
Drawn By:	ML
Designed By:	JIP
Approved By:	JIP



SEE INSET



INSET

Seal _____
 Date _____

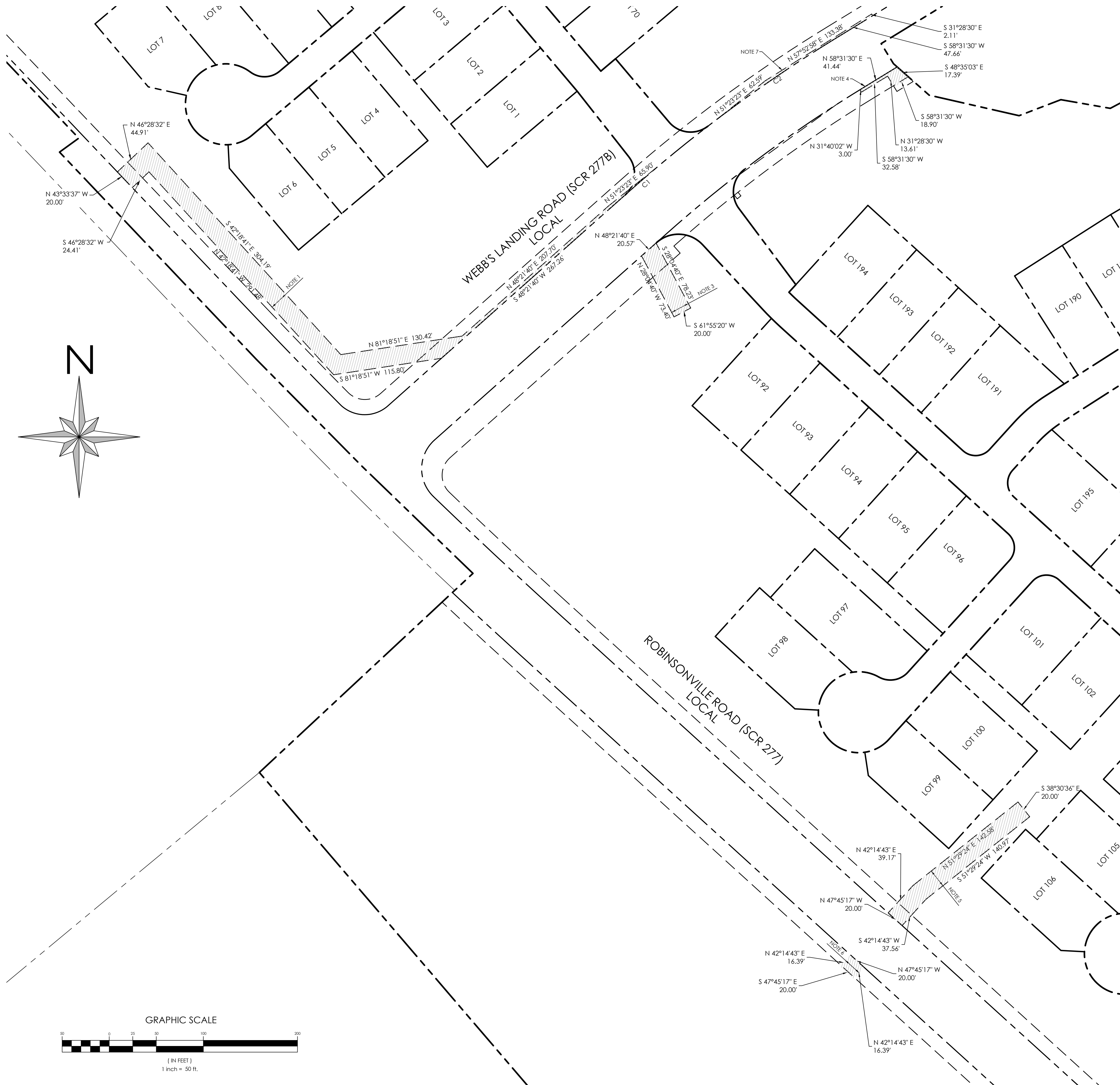
REVISIONS	
NO.	DESCRIPTION

PLAN H
 for
CHASE OAKS
 INDIAN RIVER HUNDRED
 SUSSEX COUNTY, DELAWARE
 SCR277 & SCR277B

Date:	6/24/20
Job Number:	G18040
Scale:	1"=50'
Drawn By:	ML
Designed By:	JIP
Approved By:	JIP

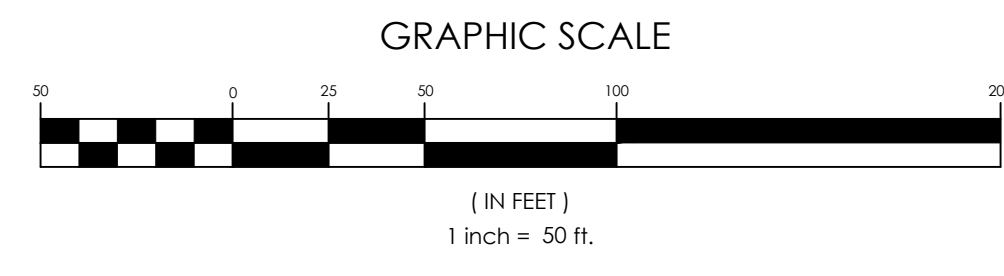
CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	30.00	45.34	41.15	N 05°03'55" E	86°35'30"
C2	20.00	31.42	28.28	S 85°12'19" E	90°00'00"
C3	43.00	193.07	67.18	S 01°34'38" E	257°15'23"
C4	25.00	33.71	31.21	S 88°25'22" W	77°15'23"
C5	20.00	31.42	28.28	N 04°47'41" E	90°00'00"
C6	20.00	31.42	28.28	N 85°12'19" W	90°00'00"
C7	43.00	193.07	67.18	N 01°34'38" W	257°15'23"
C8	25.00	33.71	31.21	S 88°25'22" W	77°15'23"
C9	20.00	31.42	28.28	N 04°47'41" E	90°00'00"
C10	20.00	31.42	28.28	S 85°12'19" E	90°00'00"
C11	43.00	193.07	67.18	S 01°34'38" E	257°15'23"
C12	25.00	33.71	31.21	S 88°25'22" W	77°15'23"
C13	20.00	29.51	26.91	N 07°31'21" E	84°32'40"
C14	141.50	232.13	206.96	S 12°14'48" W	93°59'34"
C15	141.50	192.71	178.15	S 81°44'32" E	78°01'47"
C16	43.00	193.07	67.18	S 85°54'03" W	257°15'23"
C17	25.00	33.71	31.21	N 04°05'57" W	77°15'23"
C18	20.00	31.42	28.28	S 07°43'39" E	90°00'00"
C19	20.00	31.42	28.28	S 04°47'41" W	90°00'00"
C20	30.00	45.75	41.45	S 83°55'30" E	87°23'02"
C21	20.00	31.42	28.28	N 85°12'19" W	90°00'00"
C22	108.50	188.32	165.56	S 09°31'07" W	99°26'54"
C23	108.50	147.76	136.61	N 81°44'32" W	78°01'47"
C24	20.00	31.42	28.28	N 02°16'21" E	90°00'00"
C25	35.00	54.21	48.95	S 87°46'03" E	88°44'33"
C26	316.50	26.84	24.83	N 45°19'32" W	4°30'50"
C27	20.00	31.42	28.28	N 02°45'17" W	90°00'00"
C28	25.00	33.71	31.21	N 80°52'25" E	77°15'23"
C29	43.00	193.07	67.18	N 09°07'35" W	257°15'23"
C30	20.00	31.42	28.28	N 87°14'43" E	90°00'00"
C31	20.00	31.42	28.28	N 09°07'35" W	90°00'00"
C32	25.00	33.71	31.21	S 80°52'25" W	77°15'23"
C33	43.00	193.07	67.18	N 09°07'35" W	257°15'23"
C34	20.00	31.42	28.28	N 87°14'43" E	90°00'00"
C35	20.00	31.42	28.28	S 02°45'17" E	90°00'00"
C36	43.00	193.07	67.18	N 86°22'59" W	257°15'23"
C37	25.00	33.71	31.21	N 09°07'01" E	77°15'23"
C38	20.00	31.42	28.28	S 87°14'43" W	90°00'00"
C39	272.50	20.65	20.64	N 49°55'31" W	4°20'28"
C40	20.00	32.93	29.34	N 04°55'31" W	94°20'28"
C41	43.00	193.07	67.18	N 86°22'59" W	257°15'23"
C42	25.00	33.71	31.21	S 03°37'01" W	77°15'23"
C43	20.00	24.79	23.23	N 81°34'04" W	71°01'05"
C44	272.50	278.41	266.46	S 83°59'39" W	58°32'19"
C45	43.00	193.07	67.18	S 73°54'12" E	257°15'23"
C46	25.00	33.71	31.21	N 16°05'48" E	77°15'23"
C47	20.00	31.42	28.28	N 80°16'31" W	90°00'00"
C48	283.50	225.88	219.96	S 12°22'58" E	43°39'05"
C49	583.50	189.76	188.93	S 19°41'34" W	18°38'01"
C50	20.00	31.42	28.28	N 74°00'35" E	90°00'00"
C51	166.50	50.13	49.94	N 69°36'55" W	17°15'00"
C52	166.50	83.59	82.71	S 87°22'39" W	28°45'51"
C53	25.00	39.36	35.42	S 56°39'33" W	90°12'05"
C54	133.50	40.19	40.04	N 60°36'55" W	17°15'00"
C55	191.50	253.73	235.57	N 84°31'17" W	75°54'52"
C56	133.50	131.18	125.96	N 72°21'49" E	56°17'54"
C57	133.50	46.27	46.03	S 69°33'32" E	19°51'24"
C58	166.50	144.66	140.16	S 84°31'17" E	49°46'53"
C59	1016.50	233.71	233.19	N 64°00'05" E	13°10'23"
C60	166.50	44.08	43.95	N 49°04'48" E	15°10'10"
C61	20.00	31.42	28.28	S 87°14'43" W	90°00'00"
C62	283.50	13.91	13.91	N 46°20'56" W	2°48'43"
C63	30.00	46.77	42.18	N 07°51'26" E	89°19'53"
C64	20.00	31.42	28.28	N 02°45'17" W	90°00'00"
C65	133.50	35.35	35.24	S 49°49'48" W	15°10'10"
C66	983.50	26.12	25.42	S 44°00'05" W	13°10'23"
C67	133.50	115.99	112.38	N 84°31'17" W	49°46'53"
C68	166.50	57.70	57.41	N 69°33'32" W	19°51'24"
C69	166.50	15.77	15.76	N 82°11'59" W	5°25'31"
C70	20.00	27.48	25.37	N 45°33'20" W	78°42'50"
C71	283.50	191.00	187.41	N 30°46'09" E	38°36'08"
C72	316.50	136.86	133.80	N 20°05'56" W	24°46'35"
C73	283.50	171.29	168.70	N 24°56'11" E	34°37'04"
C74	20.00	31.42	28.28	S 87°14'43" W	90°00'00"
C75	25.00	39.27	35.36	S 02°45'17" E	90°00'00"
C76	25.00	39.27	35.36	S 02°45'17" E	90°00'00"
C77	316.50	191.23	188.33	S 24°56'11" W	34°37'04"
C78	283.50	122.59	121.64	S 20°04'35" W	24°46'35"
C79	316.50	213.24	209.23	S 13°06'09" W	38°36'08"
C80	20.00	27.48	25.37	N 33°09'30" E	78°42'50"
C81	166.50	82.24	81.41	S 58°21'54" W	28°18'02"
C82	158.50	210.01	194.98	S 82°10'19" W	75°54'52"
C83	20.00	31.03	28.01	S 15°25'50" E	88°52'50"
C84	616.50	200.50	199.61	N 19°41'34" W	18°38'01"
C85	316.50	252.18	245.56	N 12°26'58" W	45°39'05"
C86	20.00	31.42	28.28	N 09°43'29" E	90°00'00"
C87	239.50	324.04	299.88	S 86°30'54" E	77°31'14"
C88	583.50	25.68	25.68	S 48°32'01" W	2°31'19"
C89	616.50	27.14	27.13	S 48°32'01" W	2°31'19"
C90	43.00	17.85	17.87	S 40°12'19" E	37°43'55"
C91	43.00	79.38	68.58	S 40°12'19" E	105°46'09"
C92	43.00	47.50	45.12	S 44°19'26" W	63°17'22"
C93	43.00	38.34	37.08	N 78°29'25" W	51°04'56"
C94	43.00	29.46	28.89	N 69°25'23" E	39°15'25"
C95	43.00	76.16	66.59	S 40°12'19" E	101°33'08"
C96	43.00	87.44	73.14	S 68°47'40" W	116°30'48"
C97	25.00	3.04	3.04	S 56°25'56" E	6°58'00"
C98	43.00	7.53	7.52	N 54°48'36" E	10°01'51"
C99	43.00	55.13	51.43	S 83°26'40" E	73°27'38"
C100	43.00	27.24	26.79	S 28°34'01" E	36°17'40"
C101	43.00	42.90	41.14	N 13°09'41" E	57°09'44"
C102	43.00	69.27	55.46	S 86°53'48" W	80°18'31"
C103	25.00	24.91	23.90	S 81°29'57" E	57°06'00"
C104	25.00	8.79	8.75	S 59°52'22" W	20°09'23"
C105	141.50	51.23	50.95	S 24°22'43" E	20°44'32"
C106	141.50	59.94	59.49	S 01°52'23" E	24°16'10"
C107	141.50	59.94	59.49	S 22°23'47" W	24°16'10"
C108	141.50	59.77	59.33	S 46°37'57" W	24°12'11"
C109	141.50	1.26	1.26	S 58°59'19" W	0°30'32"
C110	141.50	19.76	19.75	N 63°14'40" E	8°00'11"
C111	141.50	59.94	59.49	S 79°22'50" W	24°16'10"
C112	141.50	51.27	50.99	N 78°06'16" W	20°45'38"
C113	141.50	51.27	50.99	N 02°03'38" W	20°45'38"
C114	141.50	10.46	10.46	S 44°50'44" E	4°14'11"
C115	43.00	42.47	40.76	N 02°50'18" W	56°35'11"
C116	483.50	9.45	9.45	S 60°25'50" E	1°07'10"
C117	316.51	13.13	13.13	S 47°11'42" E	2°22'37"
C118	43.00	28.79	28.25	S 79°40'43" E	38°21'38"
C119	43.00	58.63	54.19	N 42°04'53" E	78°07'11"
C120	43.00	76.21	66.62	S 47°45'17" E	101°33'08"
C121	43.00	29.44	28.87	S 61°51'26" W	39°13'26"
C122	43.00	28.79	28.25	S 79°40'43" E	38°21'38"
C123	43.00	58.63	54.19	N 42°04'53" E	78°07'11"
C124	43.00	76.21	66.62	S 47°45'17" E	101°33'08"
C125	43.00	29.44	28.87	S 61°51'26" W	39°13'26"
C126	43.00	29.44	28.87	S 22°38'00" W	39°13'26"
C127	43.00	76.21	66.62	N 47°45'17" W	101°33'08"
C128	43.00	58.63	54.19	S 42°24'34" W	78°07'11"
C129	43.00	28.79	28.25	N 15°49'51" W	38°21'38"
C130	43.00	5.21	5.21	N 38°46'11" E	6°56'45"
C131	43.00	62.33	57.02	N 06°13'39" W	83°03'15"
C132	43.00	62.33	57.02	N 89°16'55" W	83°03'15"
C133	43.00	63.19	57.66	N 07°05'24" E	84°12'08"
C134	25.00	21.84	21.16	S 09°58'47" E	50°03'46"
C135	25.00	11.87	11.75	N 28°38'55" E	27°11'37"
C136	272.50	38.96	38.93	S 70°49'56" E	8°11'30"
C137	272.50	55.05	54.96	S 80°42'56" E	11°34'30"
C138	272.50	55.05	54.96	N 87°42'33" E	11°34'30"
C139	272.50	55.05	54.96	N 76°08'03" E	11°34'30"
C140	272.50	55.05	54.96	N 64°33'32" E	11°34'30"
C141	272.50	19.25	19.24	N 54°44'53" E	4°02'46"
C142	43.00	1.45	1.45	S 53°45'34" W	1°55'51"
C143	43.00	38.72	37.43	S 26°59'49" W	51°35'39"
C144	43.00	39.29	37.94	N 24°58'35" W	52°21'08"
C145	43.00	39.33	37.97	N 77°21'11" W	52°24'04"
C146	43.00	39.34	37.98	S 50°14'17" W	52°25'00"
C147	43.00	34.94	33.99	S 00°44'57" W	46°53'41"
C148	283.50	17.75	17.75	S 33°28'53" E	3°35'16"
C149	283.50	115.17	114.38	N 20°02'57" W	23°16'34"
C150	283.50	92.96	92.54	N 00°58'57" E	18°47'14"
C151	583.50	76.07	76.02	N 14°06'39" E	7°28'11"
C152	583.50	86.34	86.26	N 22°05'05" W	6°28'41"
C153	583.50	27.35	27.35	N 27°40'00" E	2°41'09"
C154	65.00	48.85	47.71	N 14°28'06" E	43°03'28"
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C157	483.50	4.17	4.17	N 60°07'05" W	0°29'40"
C158	191.50	10.46	10.46	N 61°26'11" W	3°07'51"
C159	191.50	53.24	53.07	N 70°58'01" W	15°55'48"
C160	191.50	53.24	53.07	N 86°53'49" W	15°55'48"
C161	191.50	53.24	53.07	S 77°10'23" W	15°55'48"
C162	191.50	53.24	53.07	S 61°14'35" W	15°55'48"
C163	191.50	30.29	30.26	S 48°44'47" W	9°03'49"
C164	1016.50	146.50	146.50	S 74°42'37" W	8°14'27"
C165	1016.50	48.00	48.00	N 69°14'06" E	2°42'21"
C166	1016.50	58.57	58.56	S 66°13'53" W	3°18'04"
C167	1016.50	58.57	58.56	S 62°55'49" W	3°18'04"
C168	1016.50	58.57	58.56	S 59°37'45" W	3°18'04"
C169	1016.50	10.00	10.00	S 57°41'48" W	0°33'49"
C170	283.50	88.74	88.40	S 33°16'33" W	17°54'21"



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1530.00'	38.39'	38.39'	S 49°04'48" W	1°26'15"
C2	1530.00'	148.05'	148.00'	S 55°45'11" W	5°32'40"

- NOTES:**
1. A VARIABLE WIDTH PERMANENT EASEMENT CONTAINING 9,942.80 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT. FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER. PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.
 2. A 20-FOOT WIDE PERMANENT EASEMENT CONTAINING 11,514.31 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT. FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER. PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.
 3. A VARIABLE WIDTH PERMANENT EASEMENT CONTAINING 369.59 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT. FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER. PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.
 4. A VARIABLE WIDTH PERMANENT EASEMENT CONTAINING 331.30 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT. FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER. PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.
 5. A 20-FOOT WIDE PERMANENT EASEMENT CONTAINING 3,602.82 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT. FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER. PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.
 6. A 20-FOOT WIDE PERMANENT EASEMENT CONTAINING 327.80 SQUARE FEET IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT. FOR EMERGENCY ACCESS TO DRAINAGE FACILITIES CONVEYING RUNOFF FROM THE STATE MAINTAINED ROADS AND/OR RIGHT-OF-WAY. THE PORTIONS OF THE DRAINAGE EASEMENT AND SYSTEM THAT ARE UPSTREAM OR OFFSITE AS WELL AS SECTIONS THAT ARE NOT DIRECTLY COLLECTING AND CONVEYING THE DRAINAGE RUNOFF OF THE PROPOSED STATE MAINTAINED ROADS AND/OR RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER. PROPERTY OWNERS, OR BOTH. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF ANY EXEMPTED PORTIONS OF THE STORM DRAIN SYSTEM AND/OR DRAINAGE EASEMENTS.



303 North Bedford Street
Georgetown, DE 19142
T. 302.297.9215

3033 Mearns Hill Road
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T. 410.572.8833

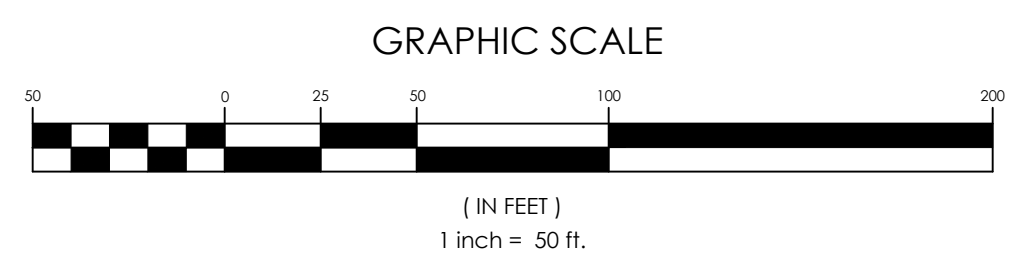
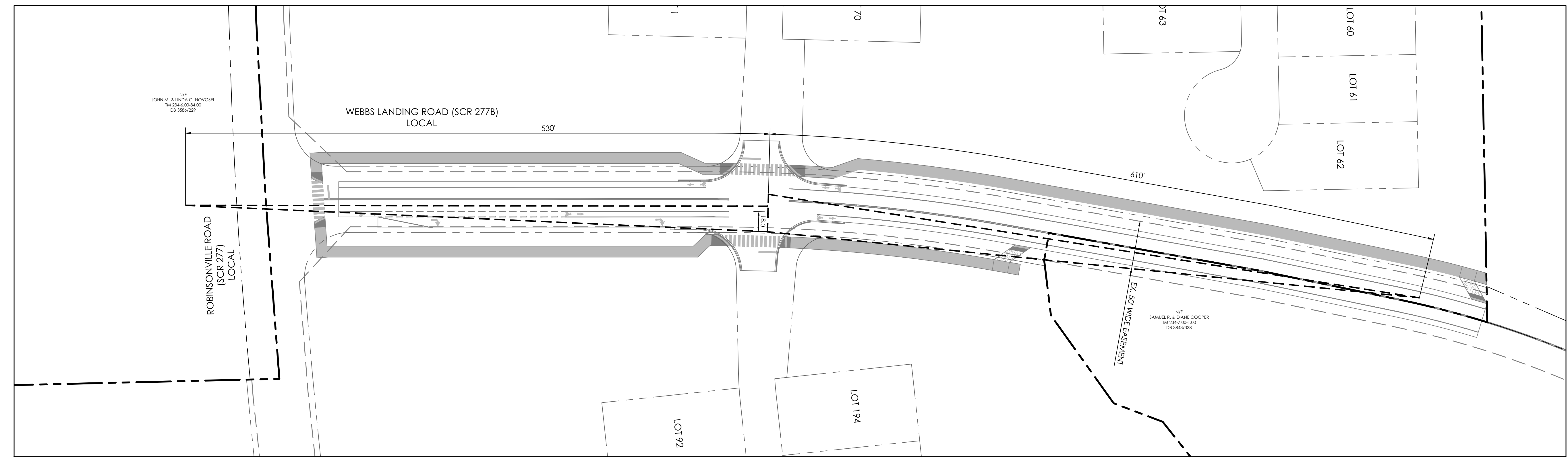
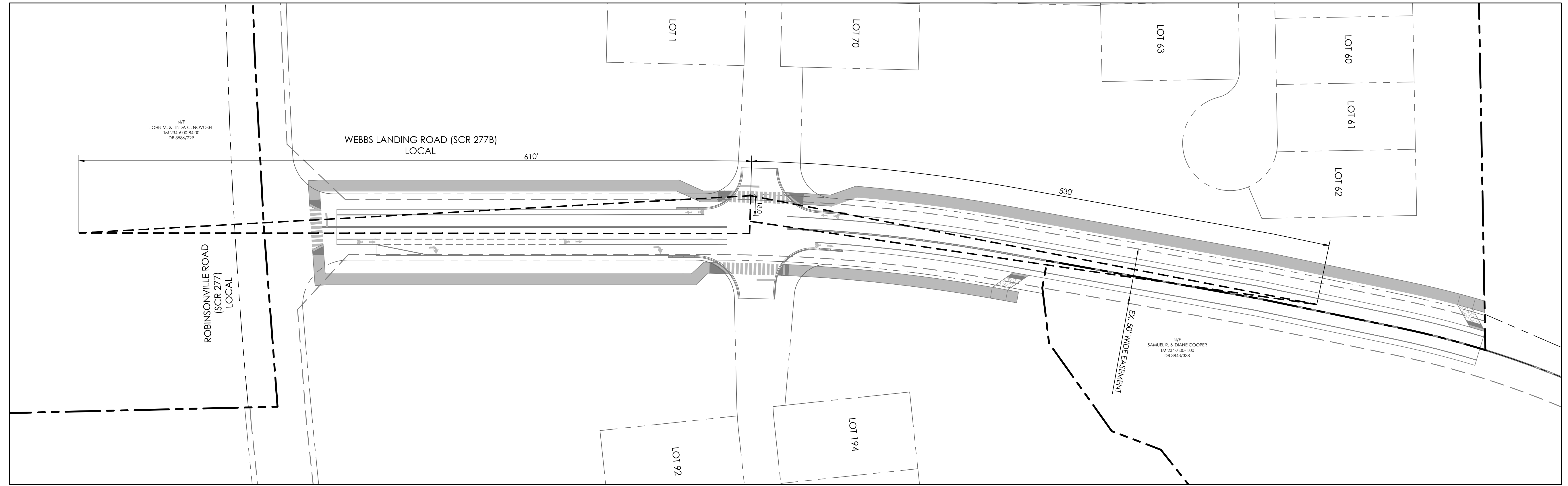
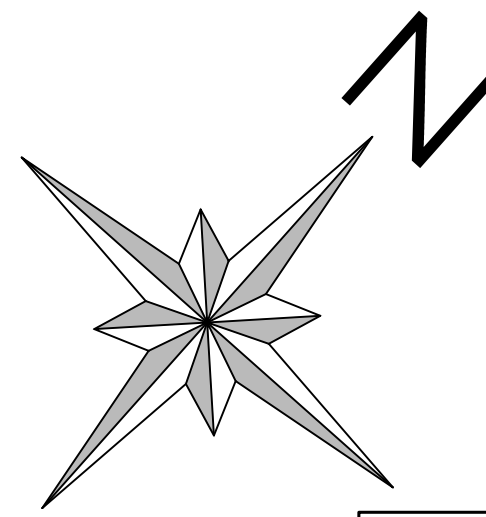
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Seal
Date

NO.	DATE	REVISIONS	DESCRIPTION

DELDOT DRAINAGE EASEMENT
for
CHASE OAKS
INDIAN RIVER HUNDRED
SUSSEX COUNTY, DELAWARE
SCR277 & SCR277B

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Scale:	1"=50'
Drawn By:	ML
Designed By:	JP
Approved By:	JP



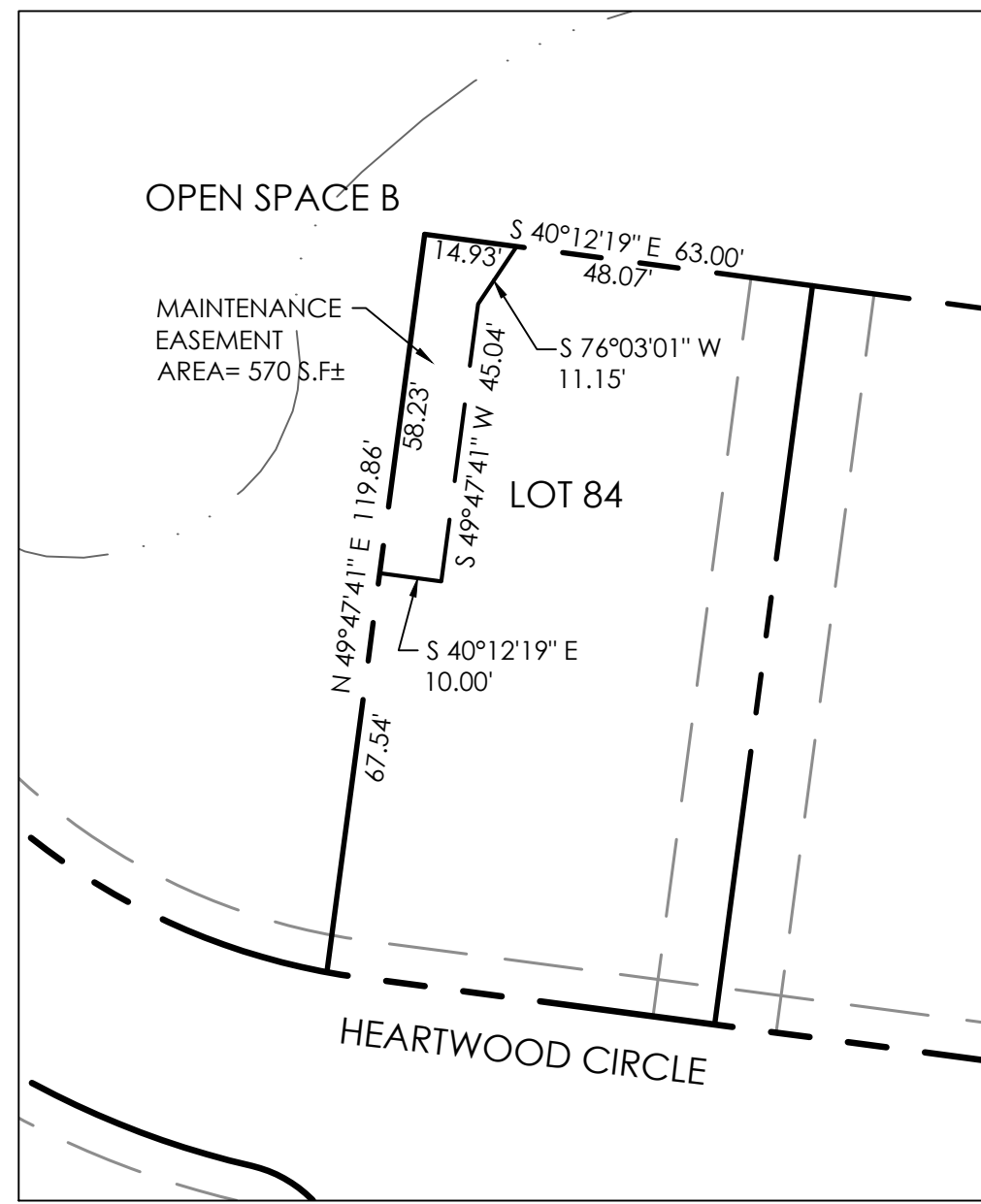
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Date _____

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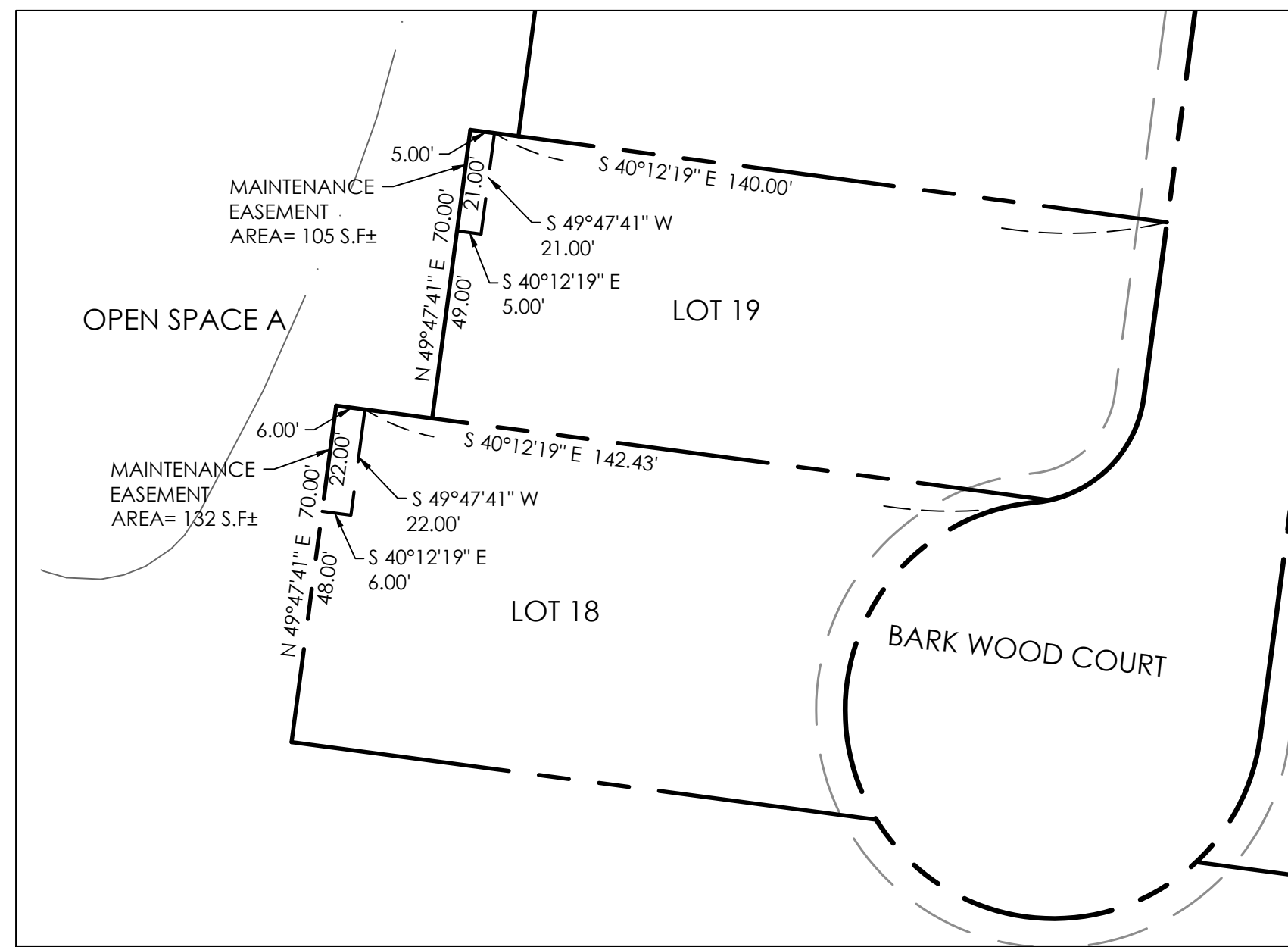
DELDOT SIGHT DISTANCE TRIANGLES
for
CHASE OAKS
INDIAN RIVER HUNDRED
SUSSEX COUNTY, DELAWARE
SCR277 & SCR277B

Date:	6/24/20
Job Number:	G18040
Scale:	1"=50'
Drawn By:	HB
Designed By:	JIP
Approved By:	JIP

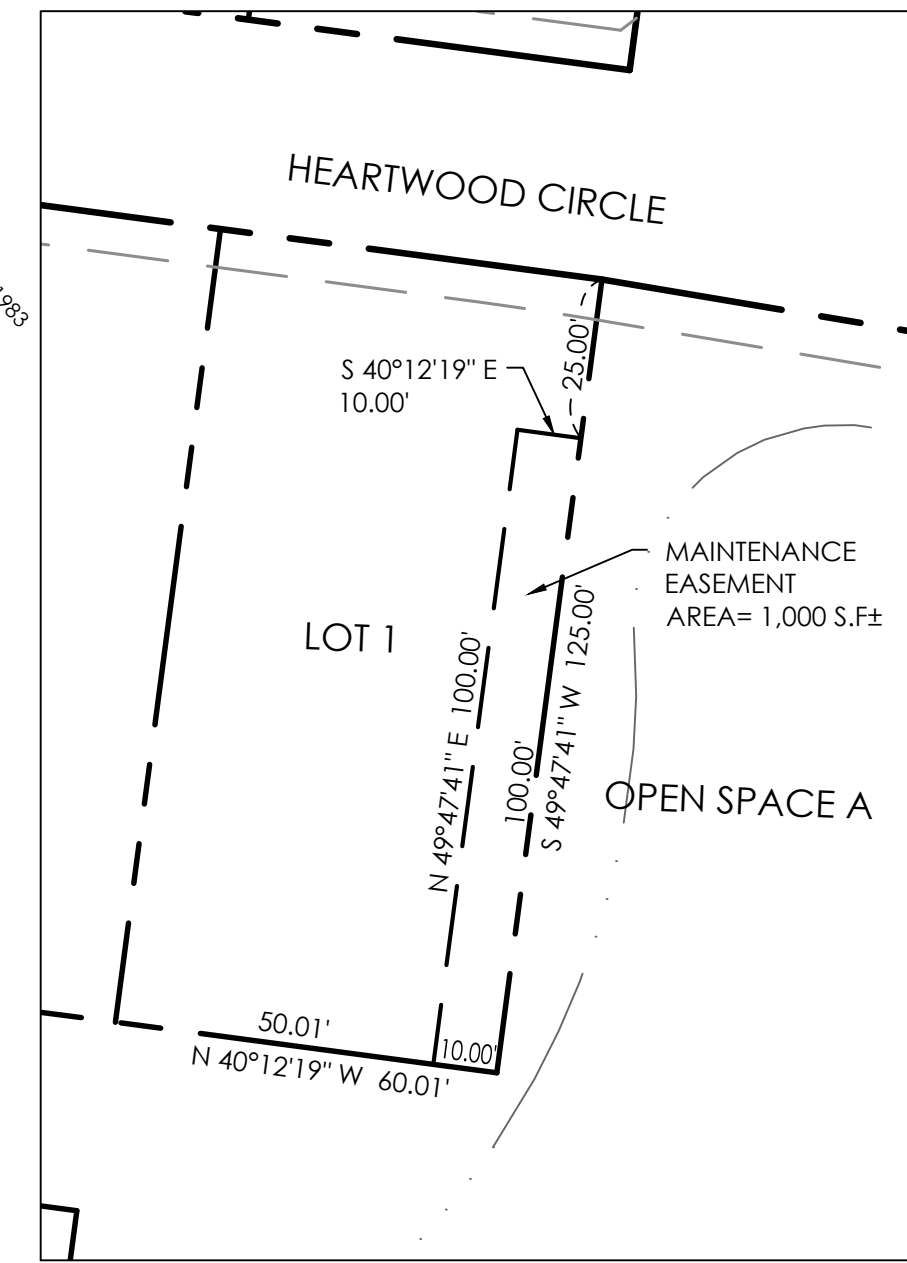
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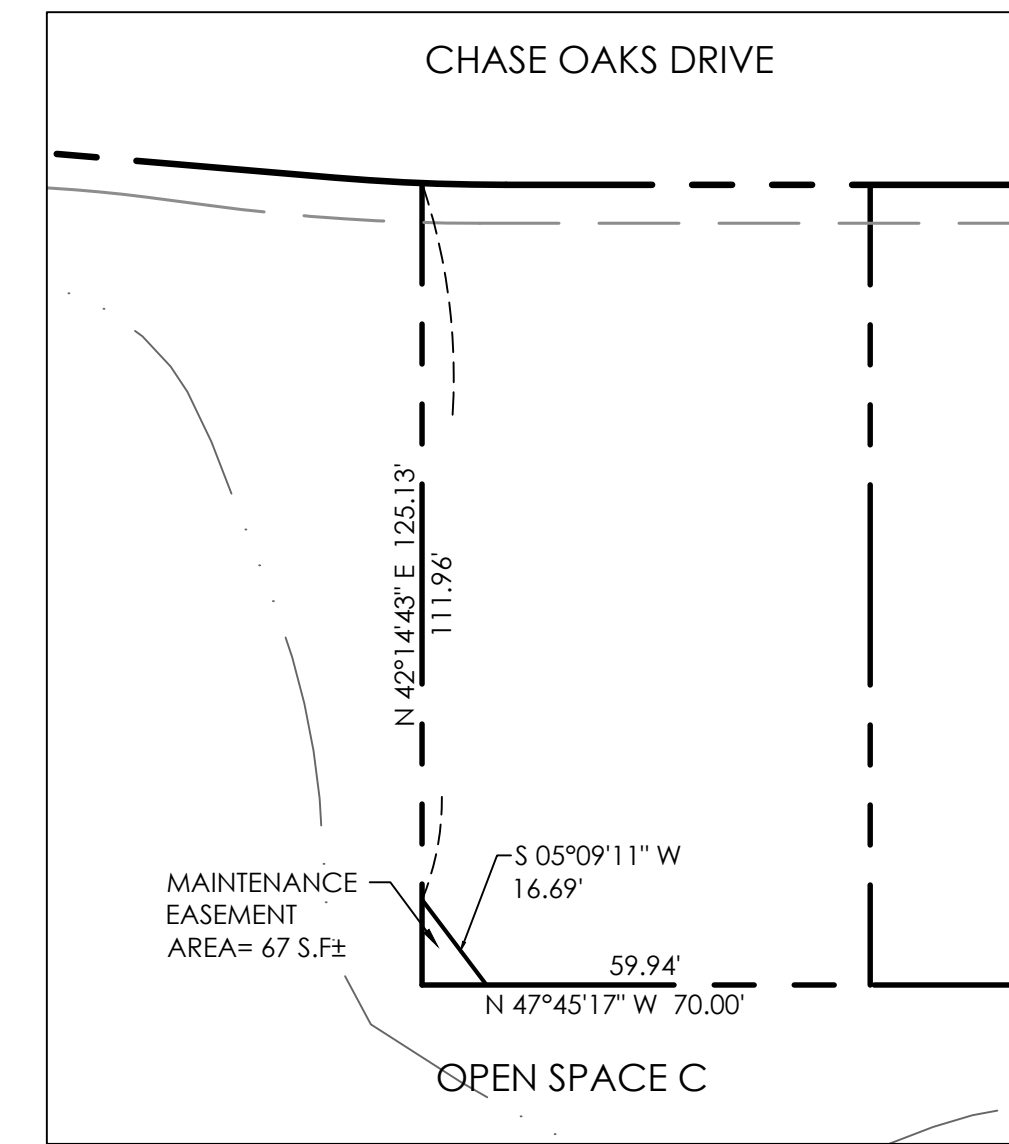
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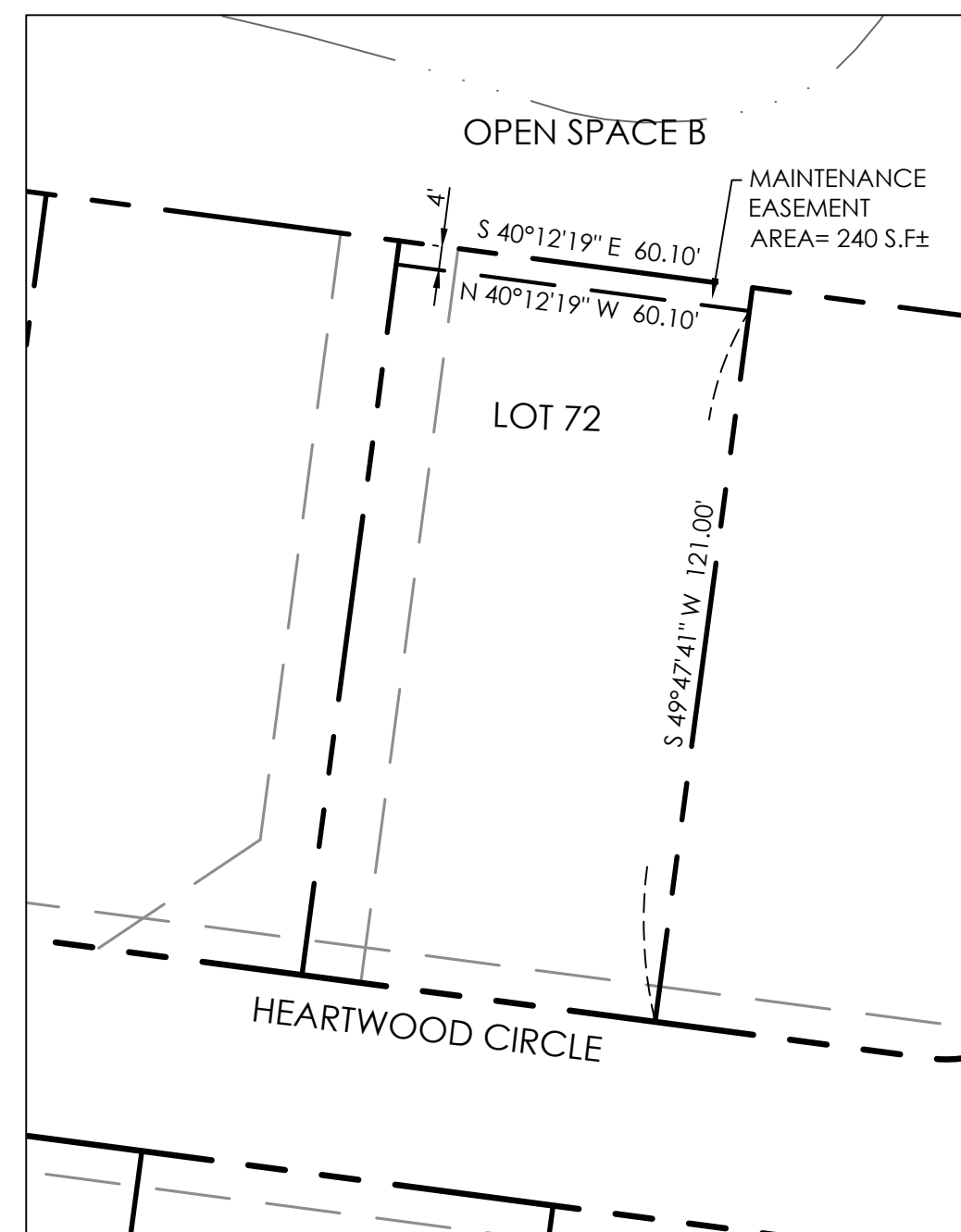
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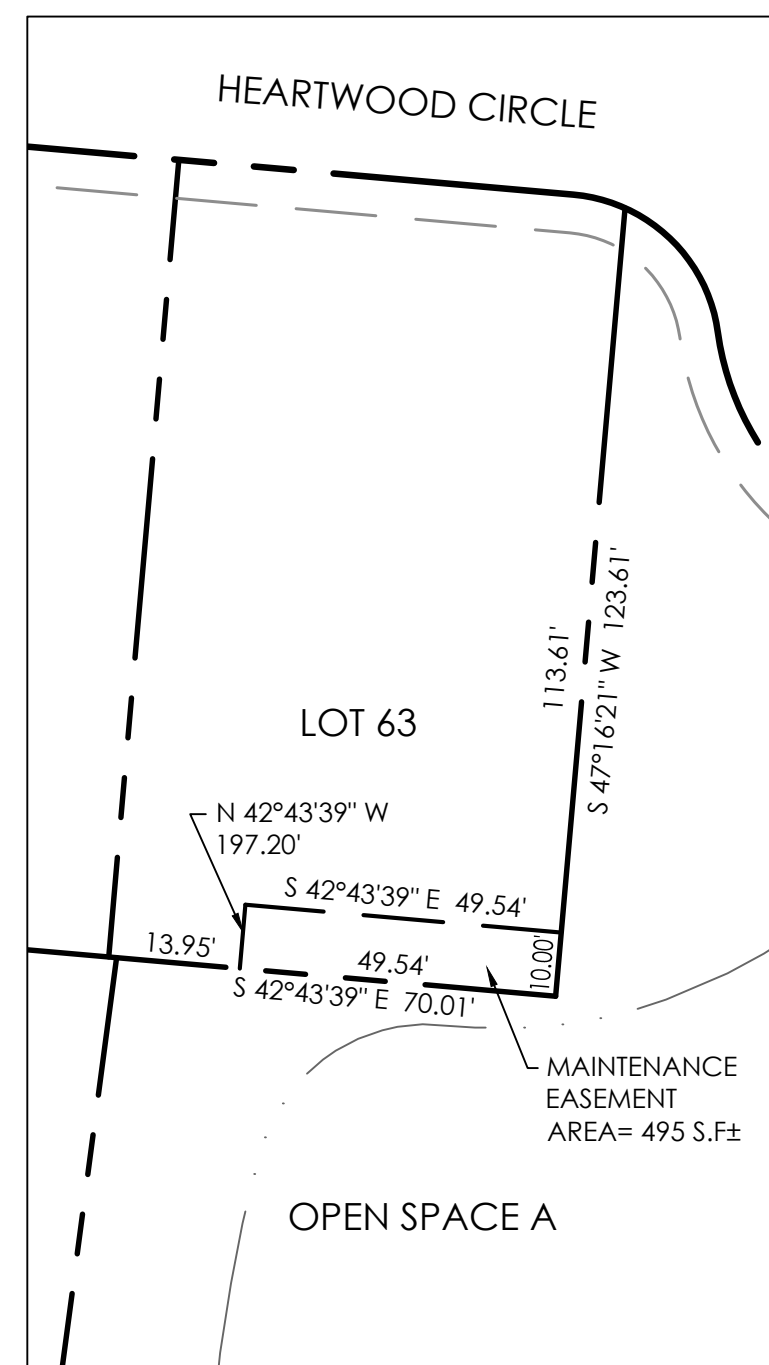
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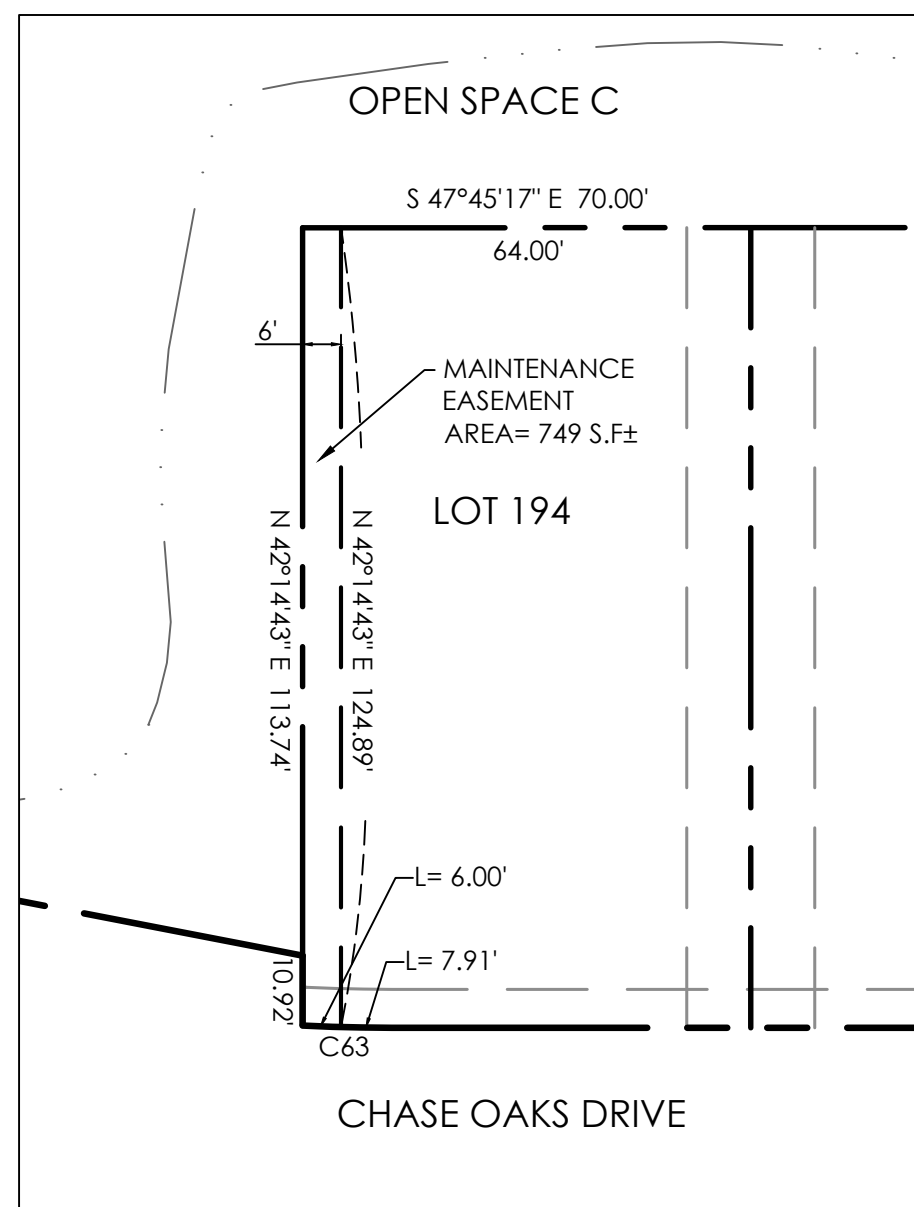
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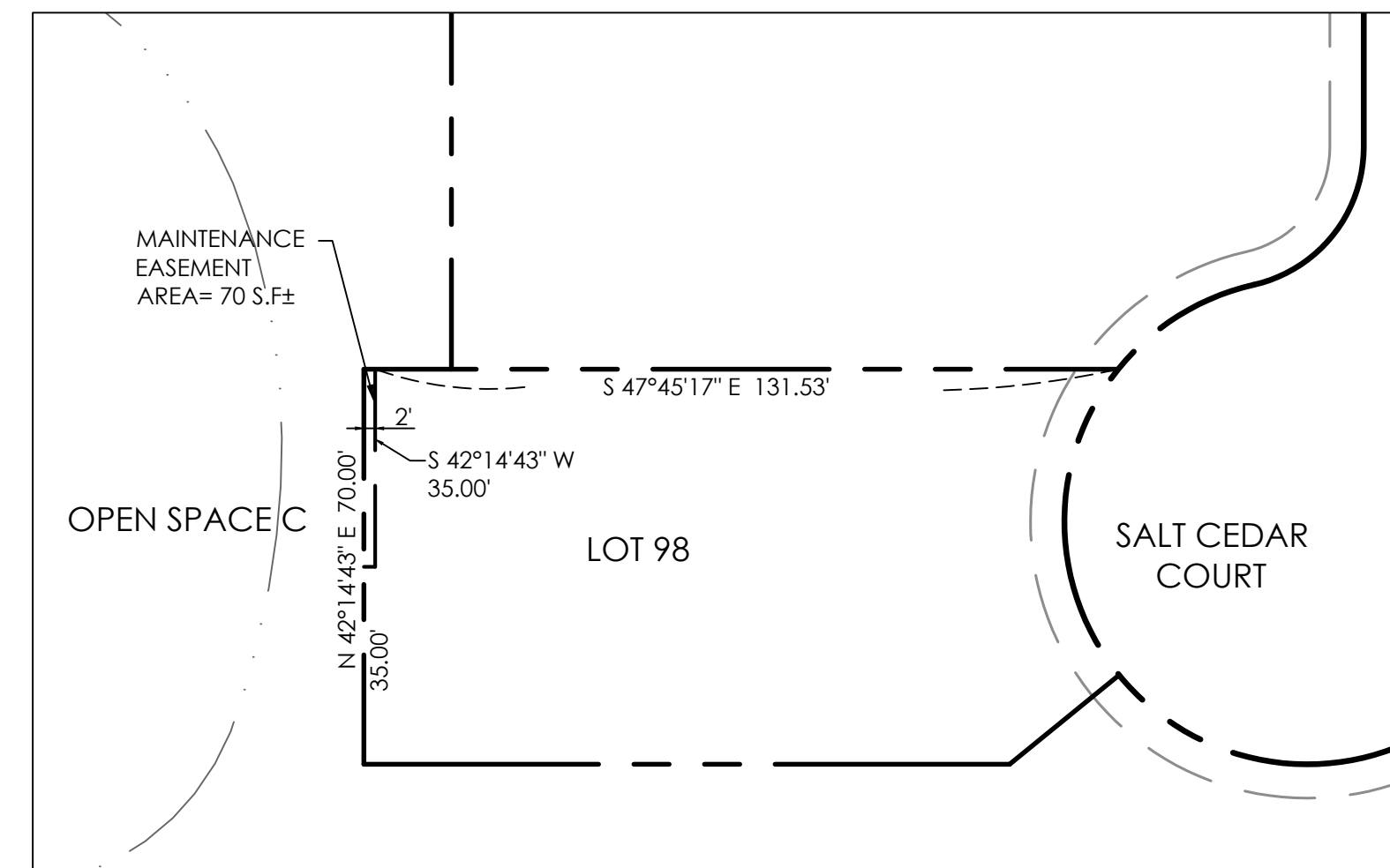
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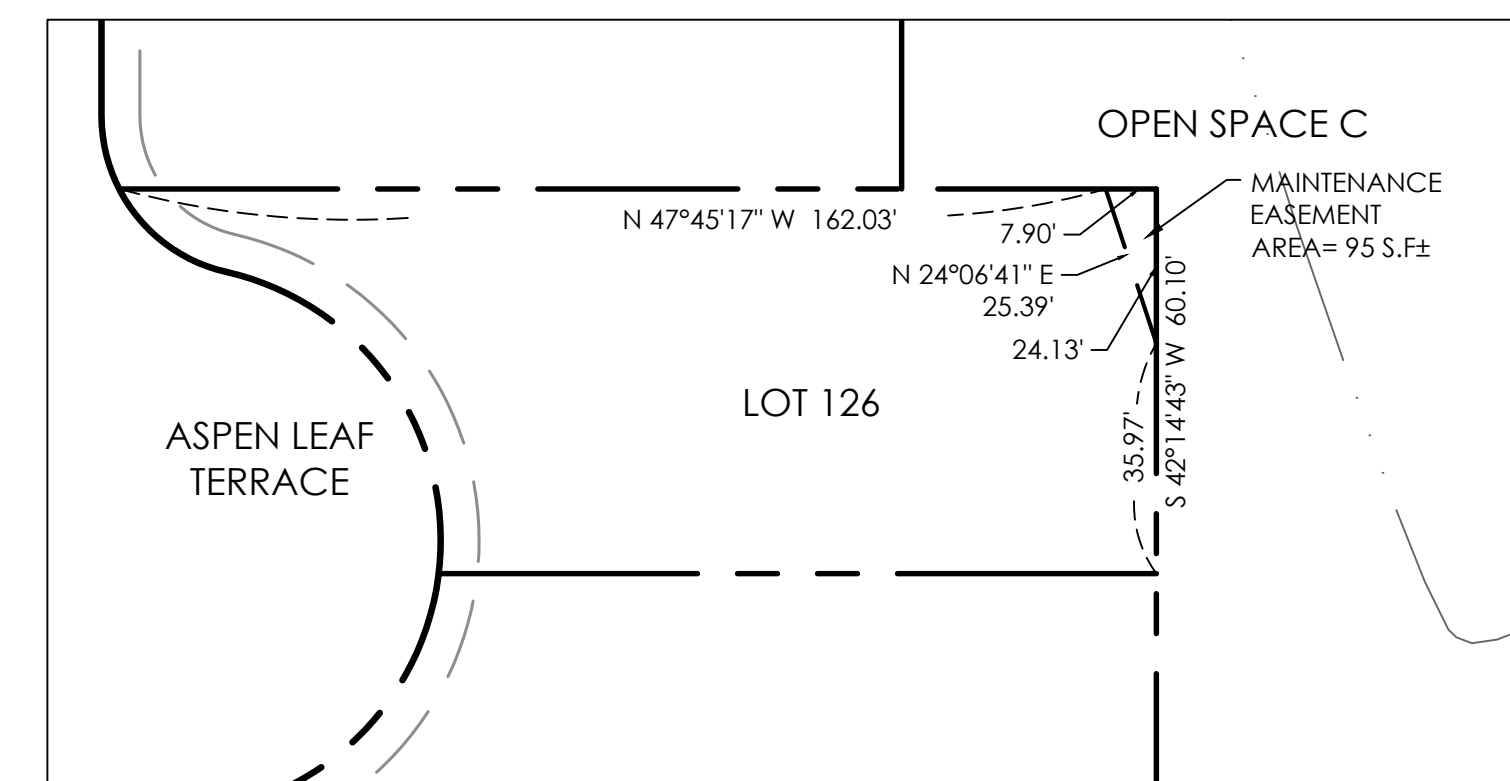
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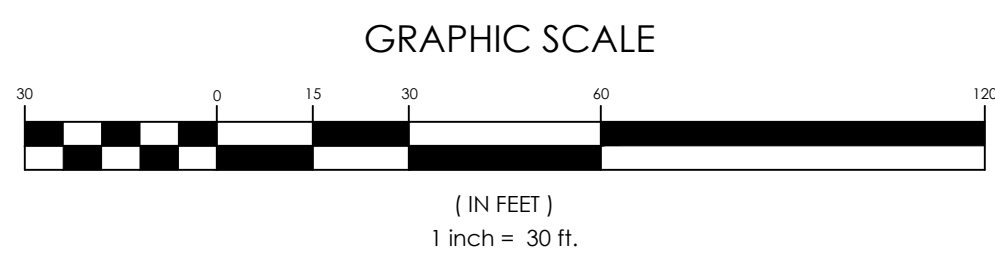
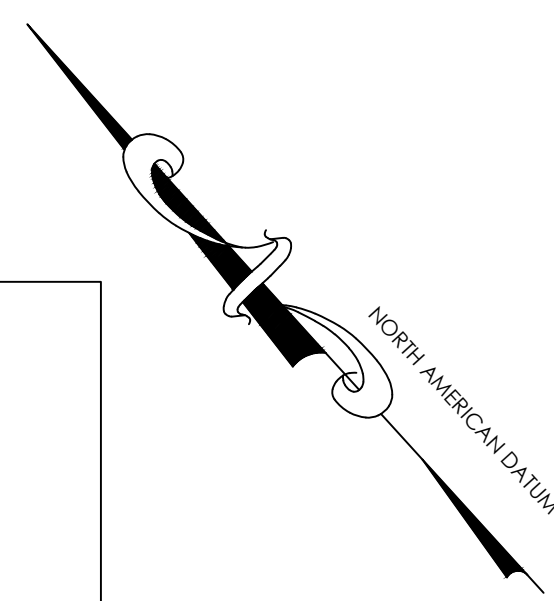
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POND MAINTENANCE EASEMENT
SCALE: 1"=30'



POND MAINTENANCE EASEMENT
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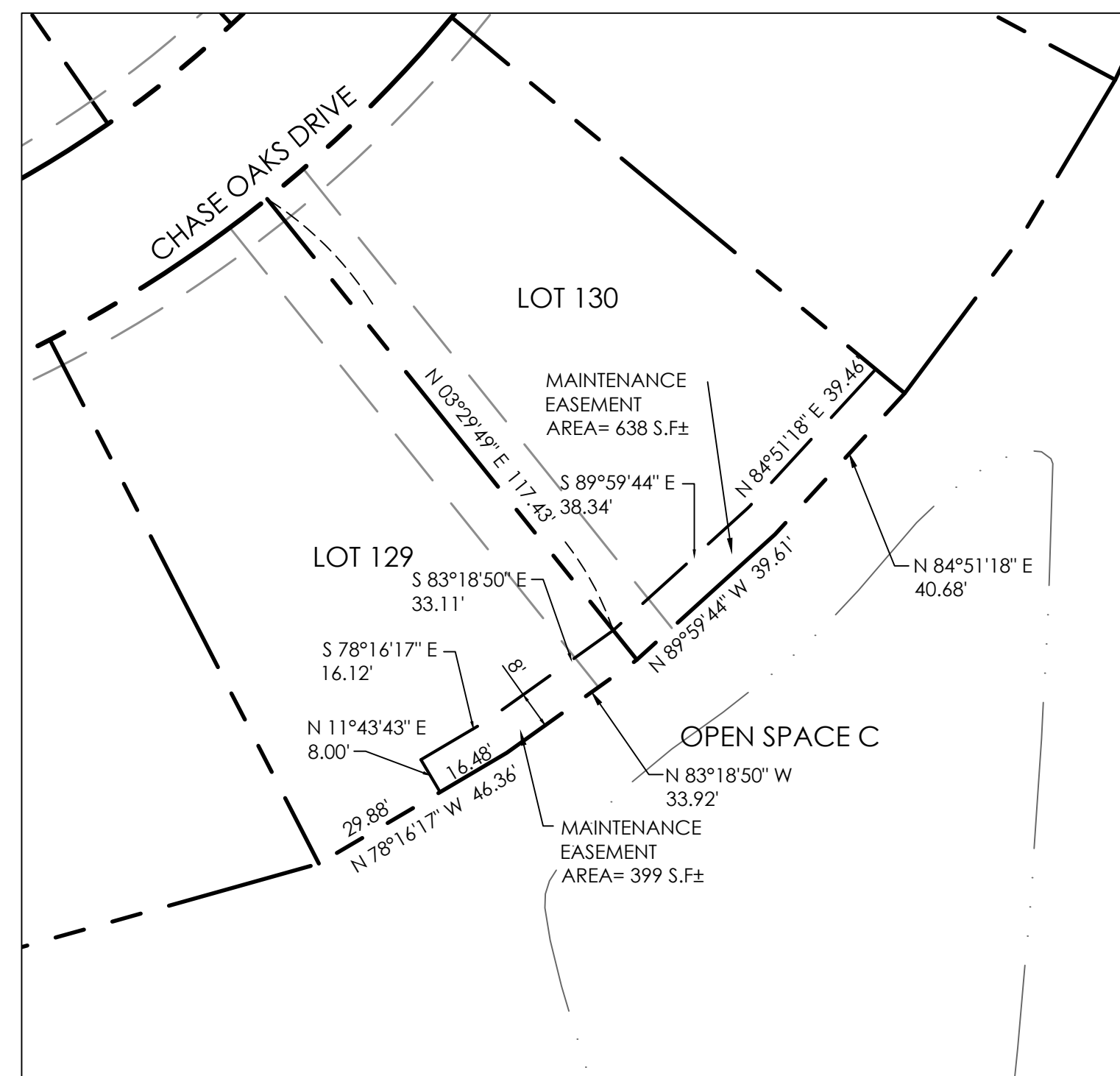


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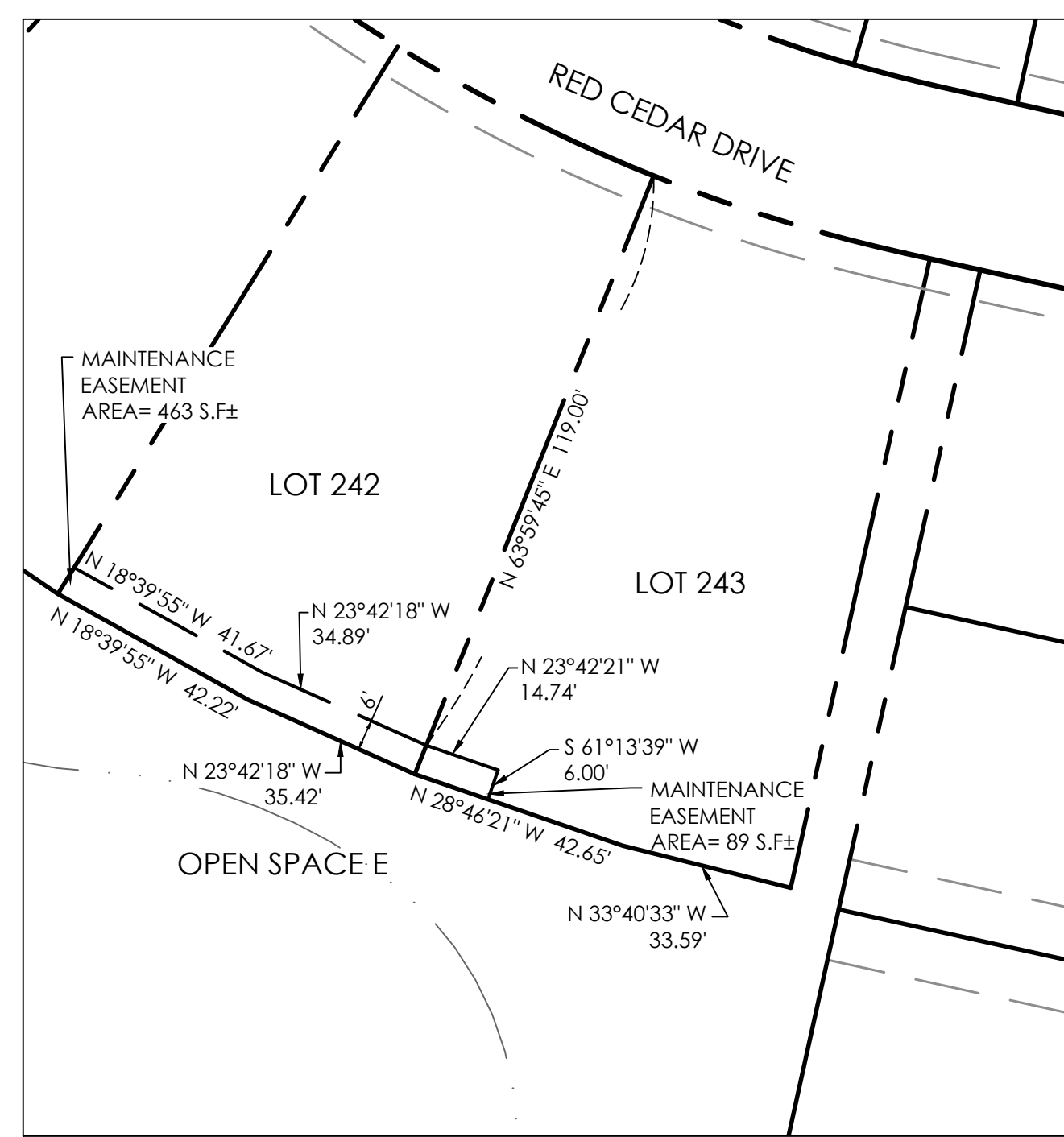
REVISIONS	
NO.	DESCRIPTION

SWM MAINTENANCE ACCESS EASEMENTS
for
CHASE OAKS
INDIAN RIVER HUNDRED
SUSSEX COUNTY, DELAWARE
SCR277 & SCR277B

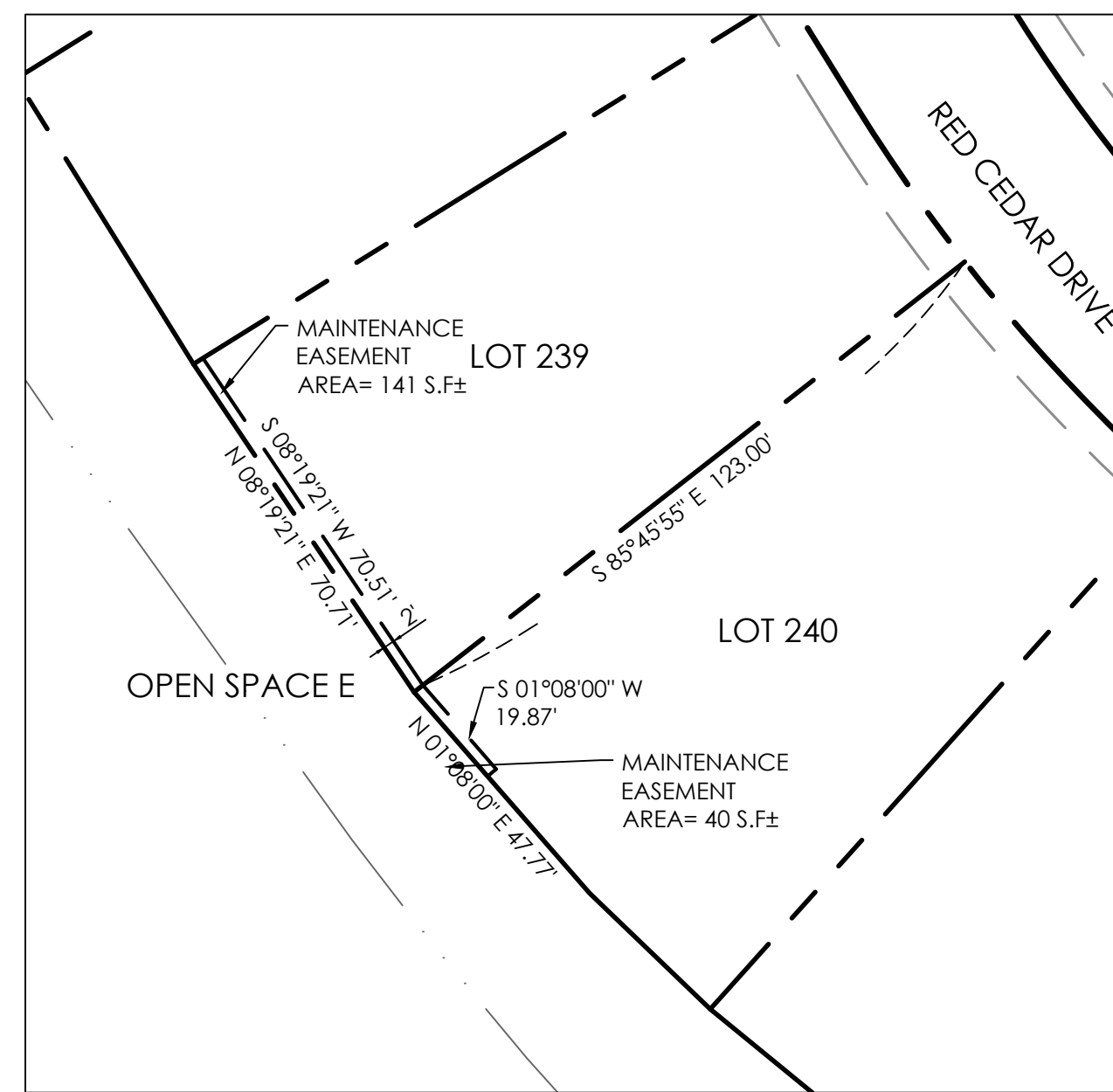
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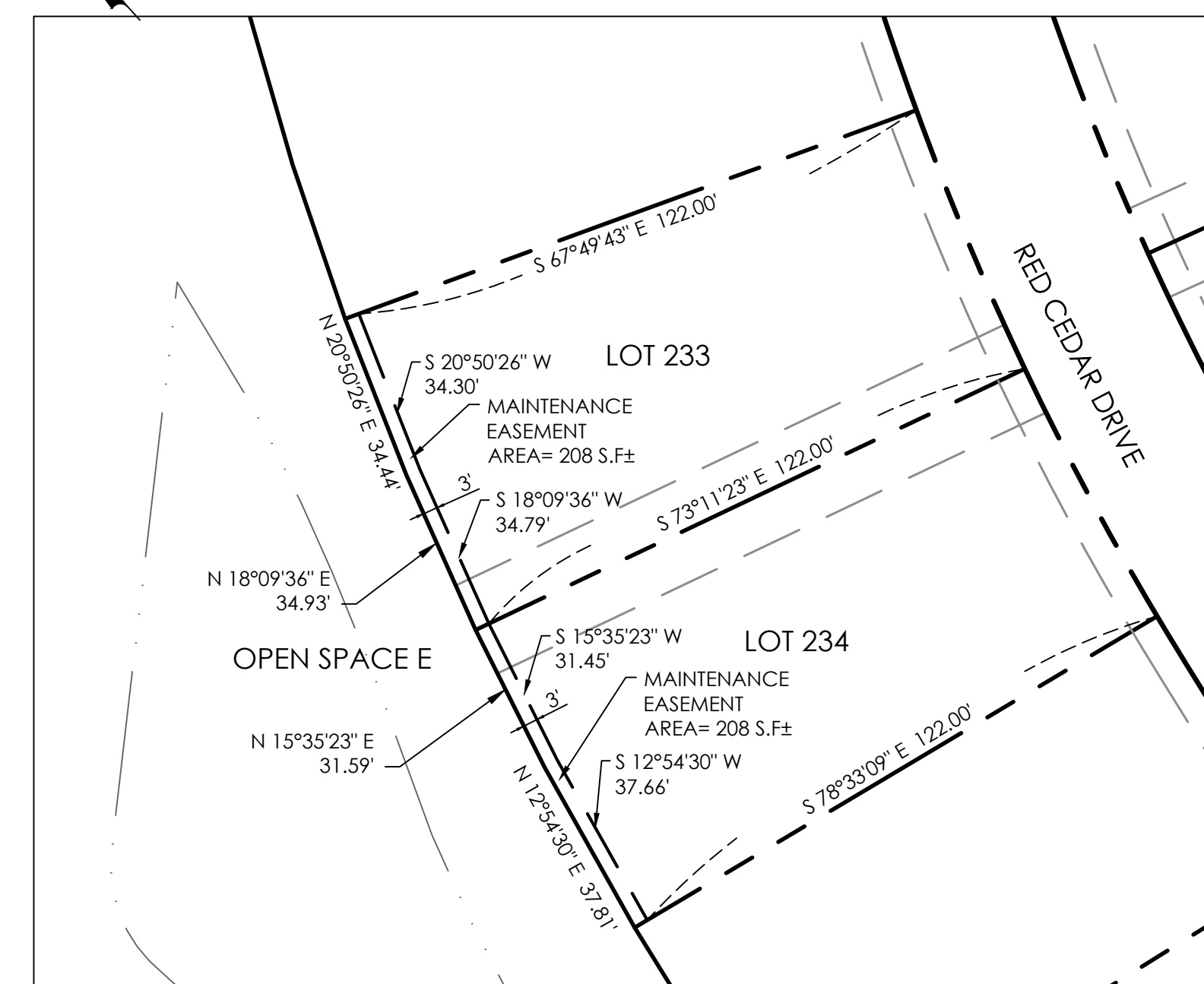
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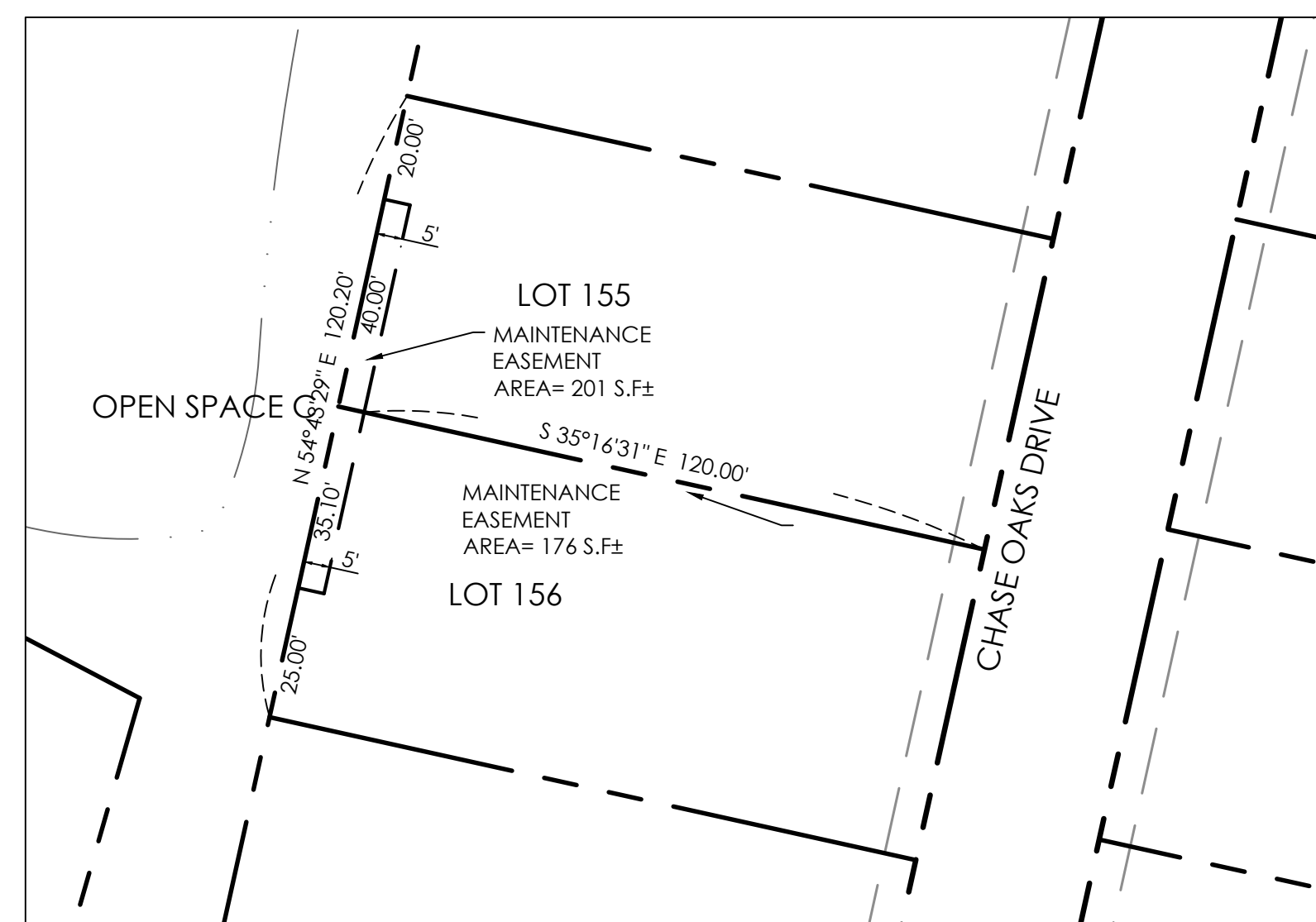
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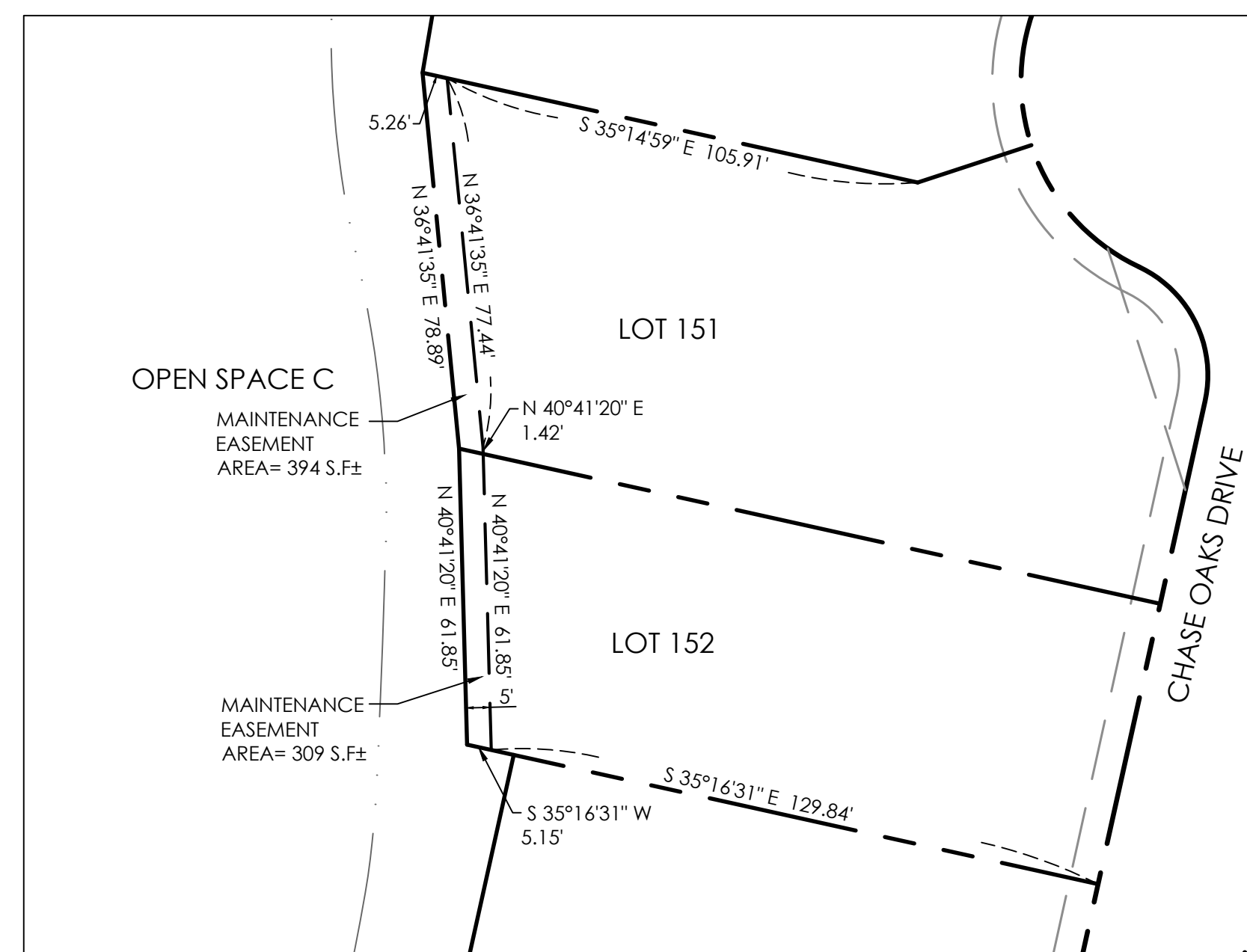
POND MAINTENANCE EASEMENT
SCALE: 1"=30'



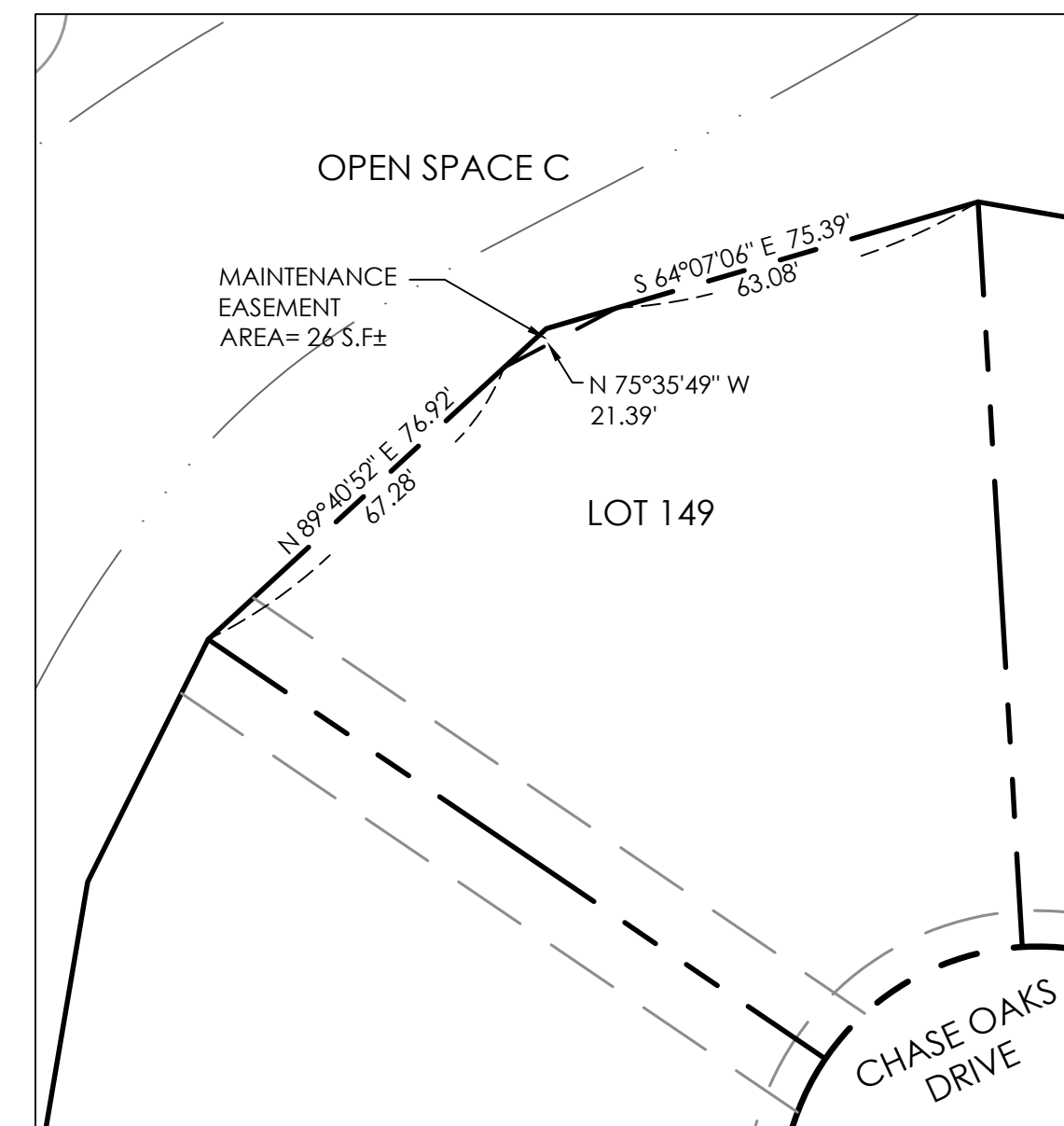
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SCALE: 1"=30'



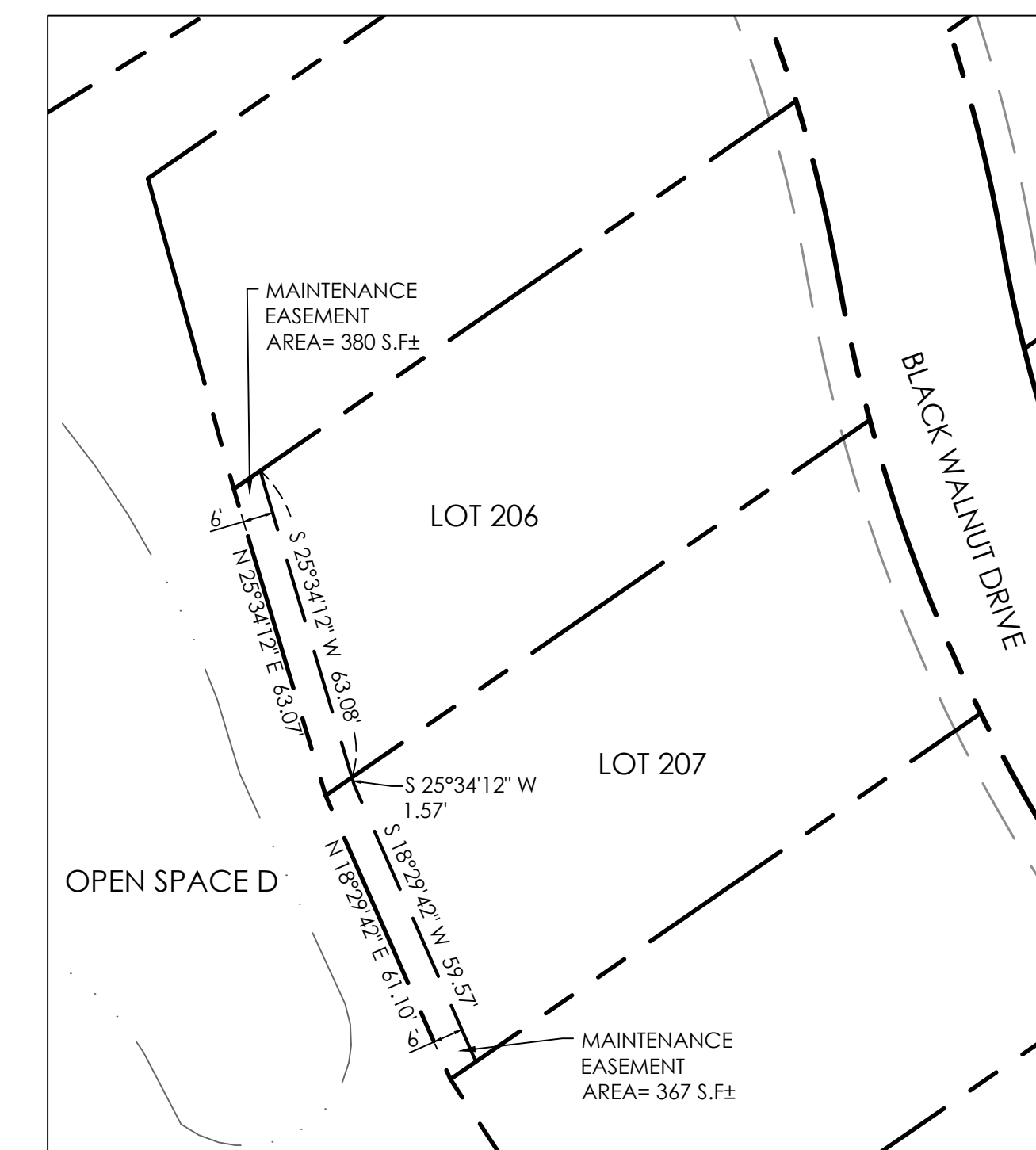
POND MAINTENANCE EASEMENT
SCALE: 1"=30'



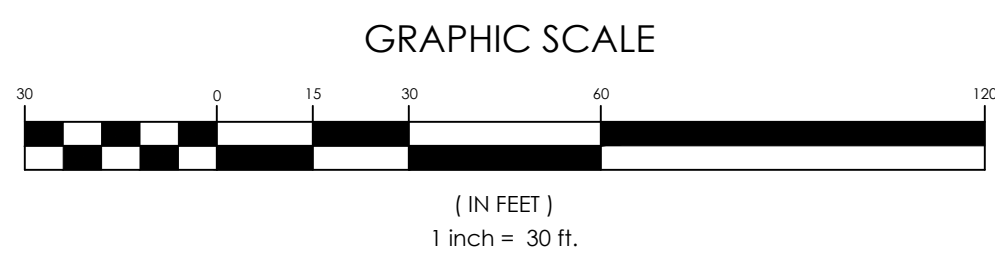
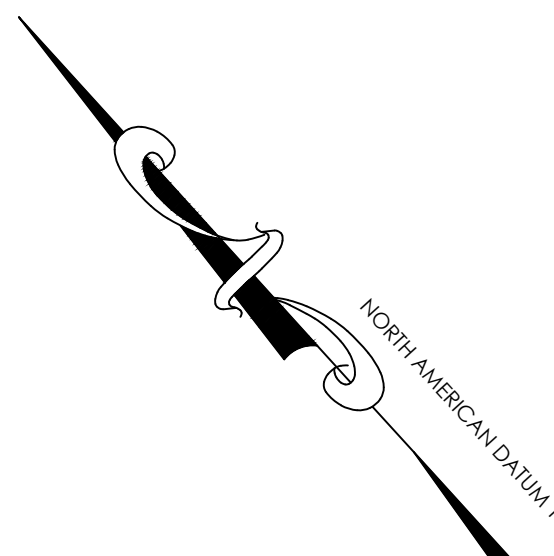
POND MAINTENANCE EASEMENT
SCALE: 1"=30'



POND MAINTENANCE EASEMENT
SCALE: 1"=30'



POND MAINTENANCE EASEMENT
SCALE: 1"=30'

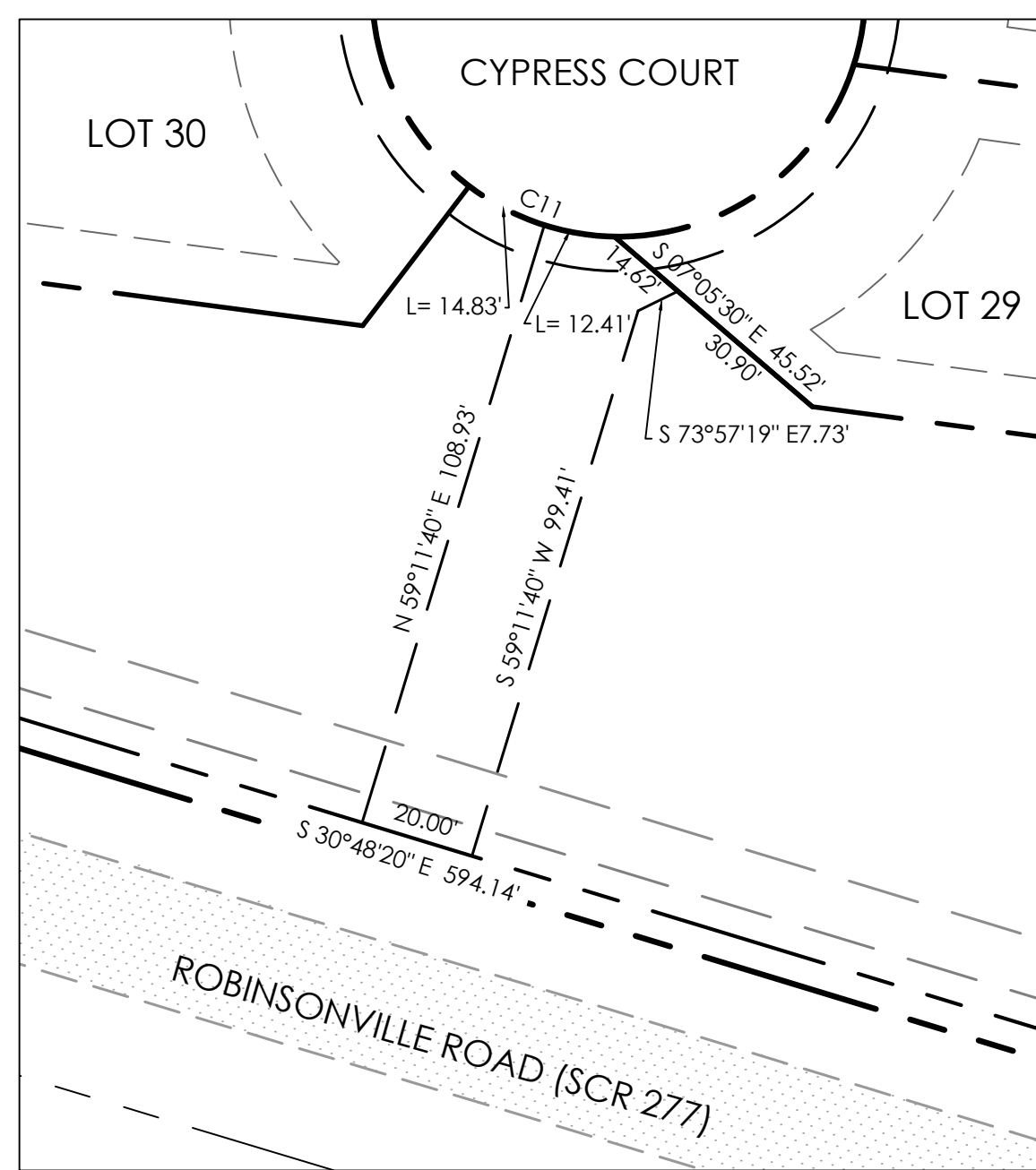


Seal _____
Date _____

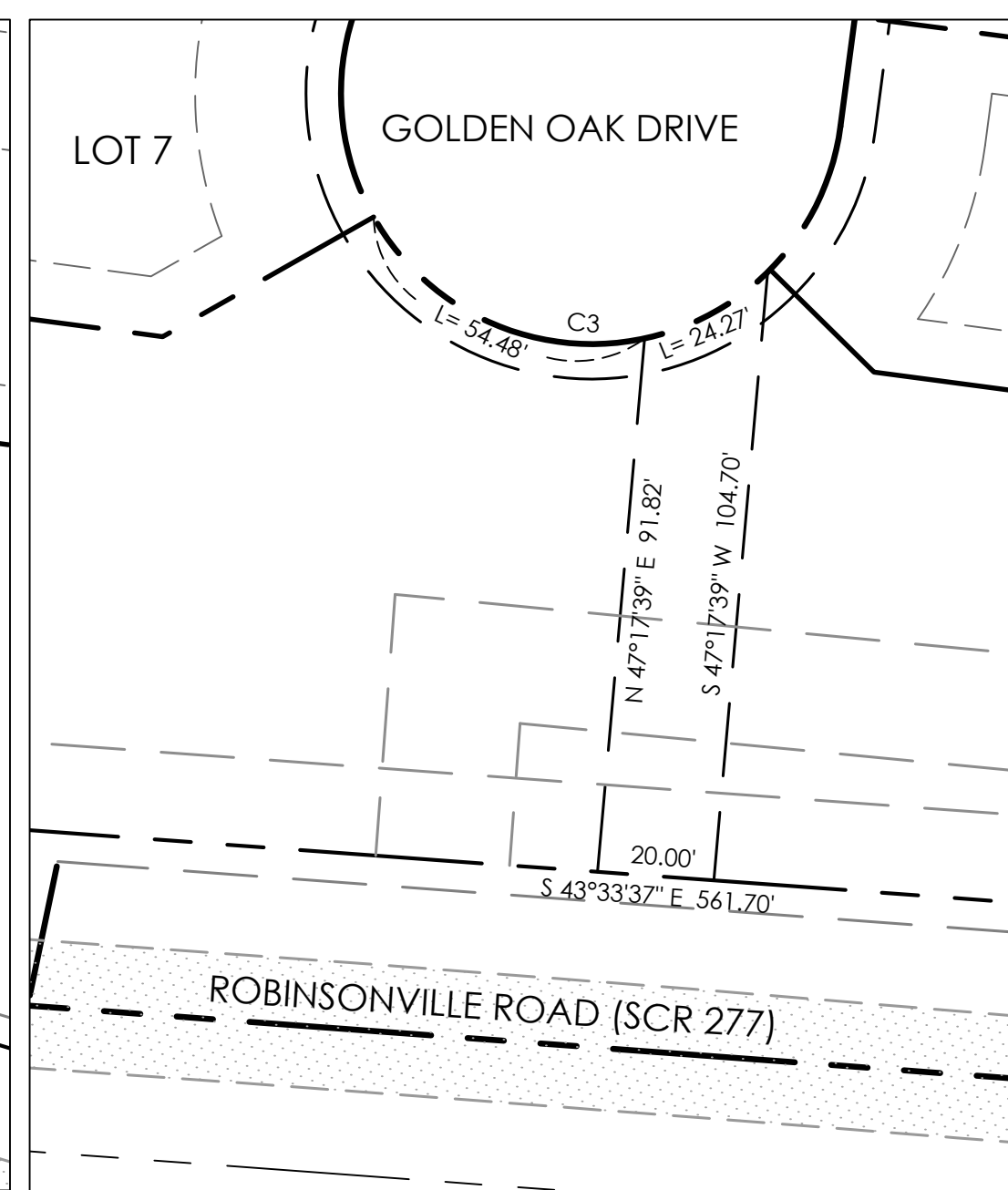
NO.	DATE	DESCRIPTION

SWM MAINTENANCE ACCESS EASEMENTS
for
CHASE OAKS
INDIAN RIVER HUNDRED
SUSSEX COUNTY, DELAWARE
SCR277 & SCR277B

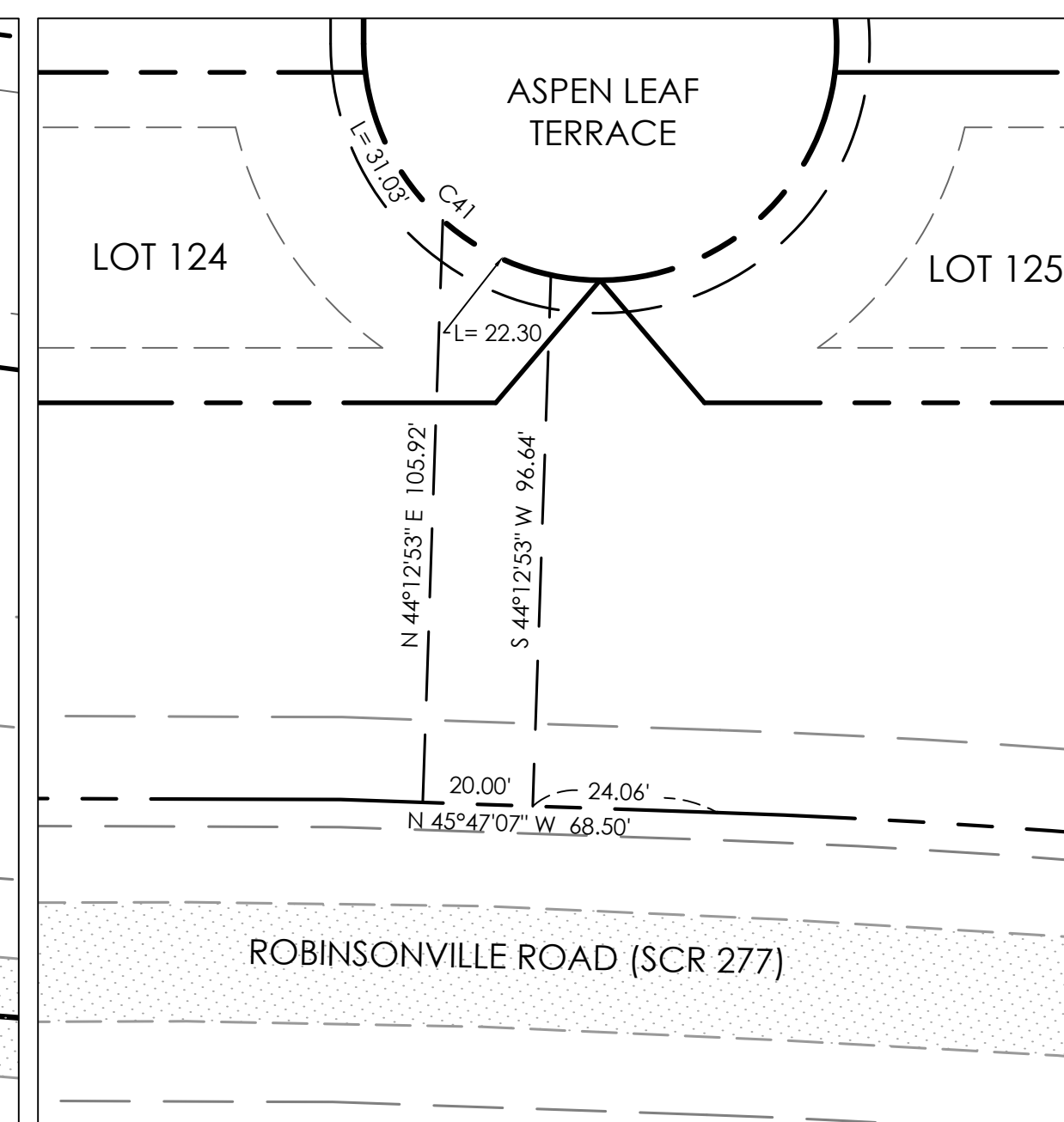
Date:	6/24/20
Job Number:	G18040
Scale:	1"=30'
Drawn By:	ML
Designed By:	JP
Approved By:	JP



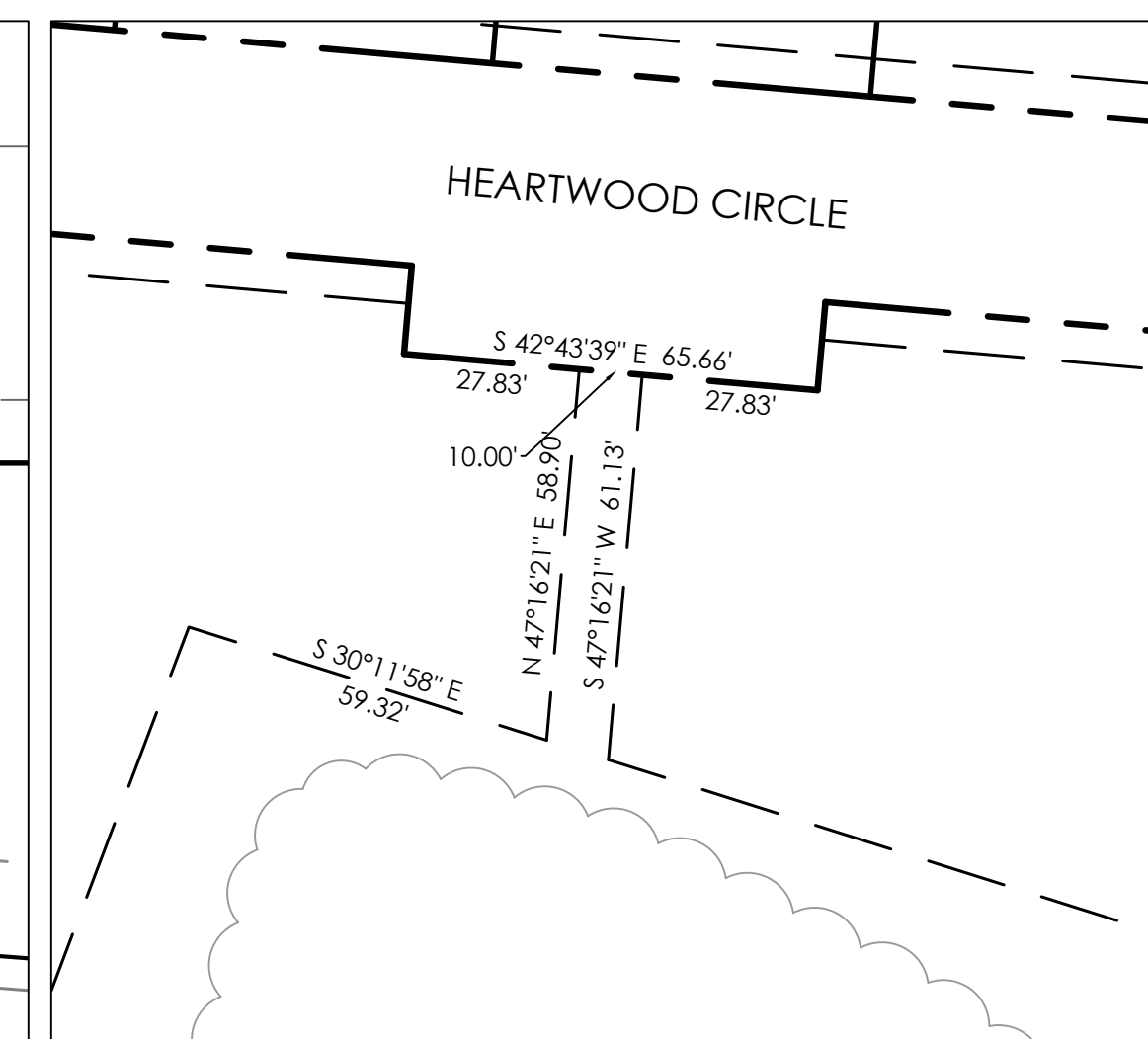
TIDEWATER UTILITIES AND EMERGENCY ACCESS EASEMENT DETAIL
SCALE: 1"=30'



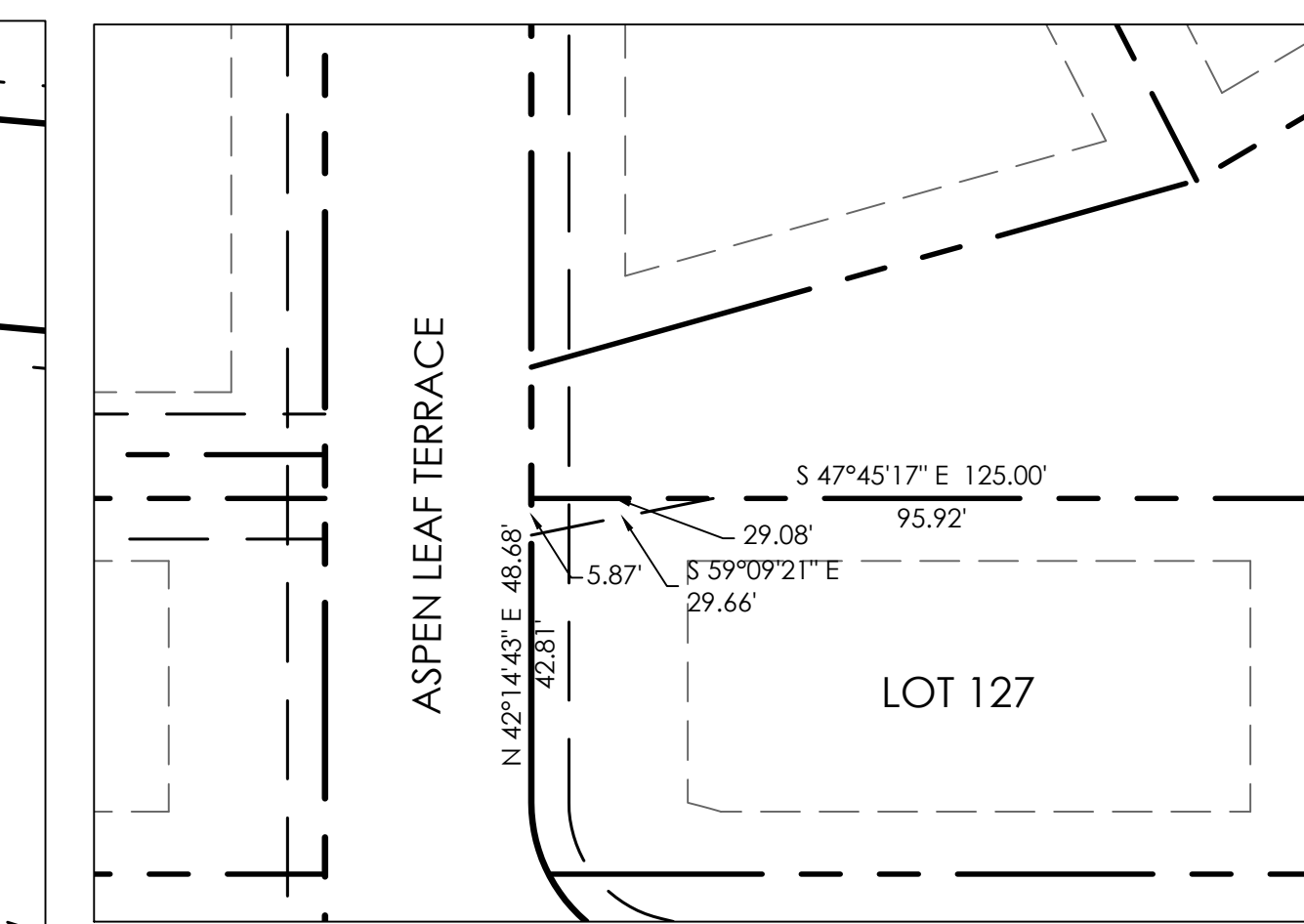
TIDEWATER UTILITIES AND EMERGENCY ACCESS EASEMENT DETAIL
SCALE: 1"=30'



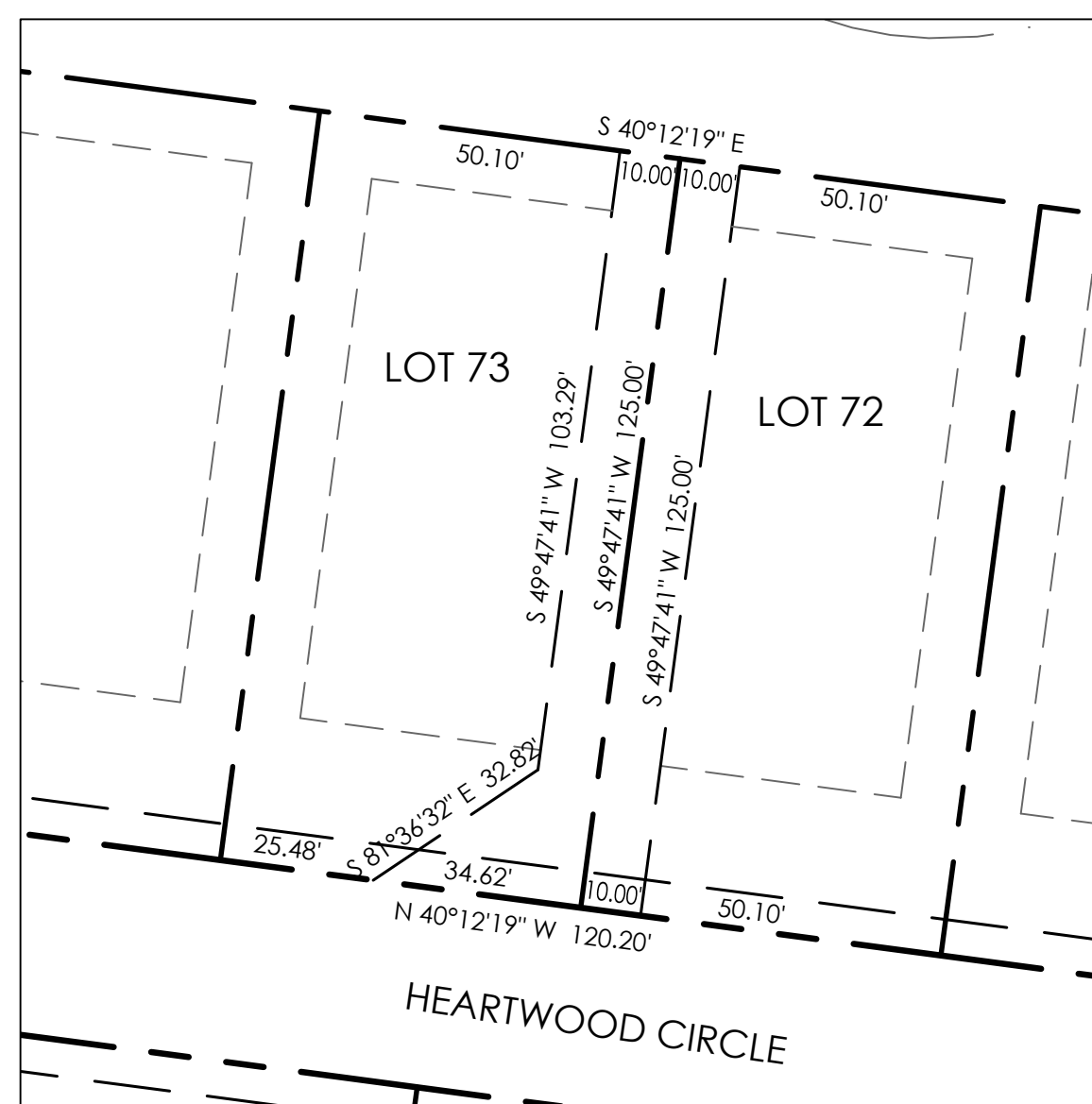
TIDEWATER UTILITIES AND EMERGENCY ACCESS EASEMENT DETAIL
SCALE: 1"=30'



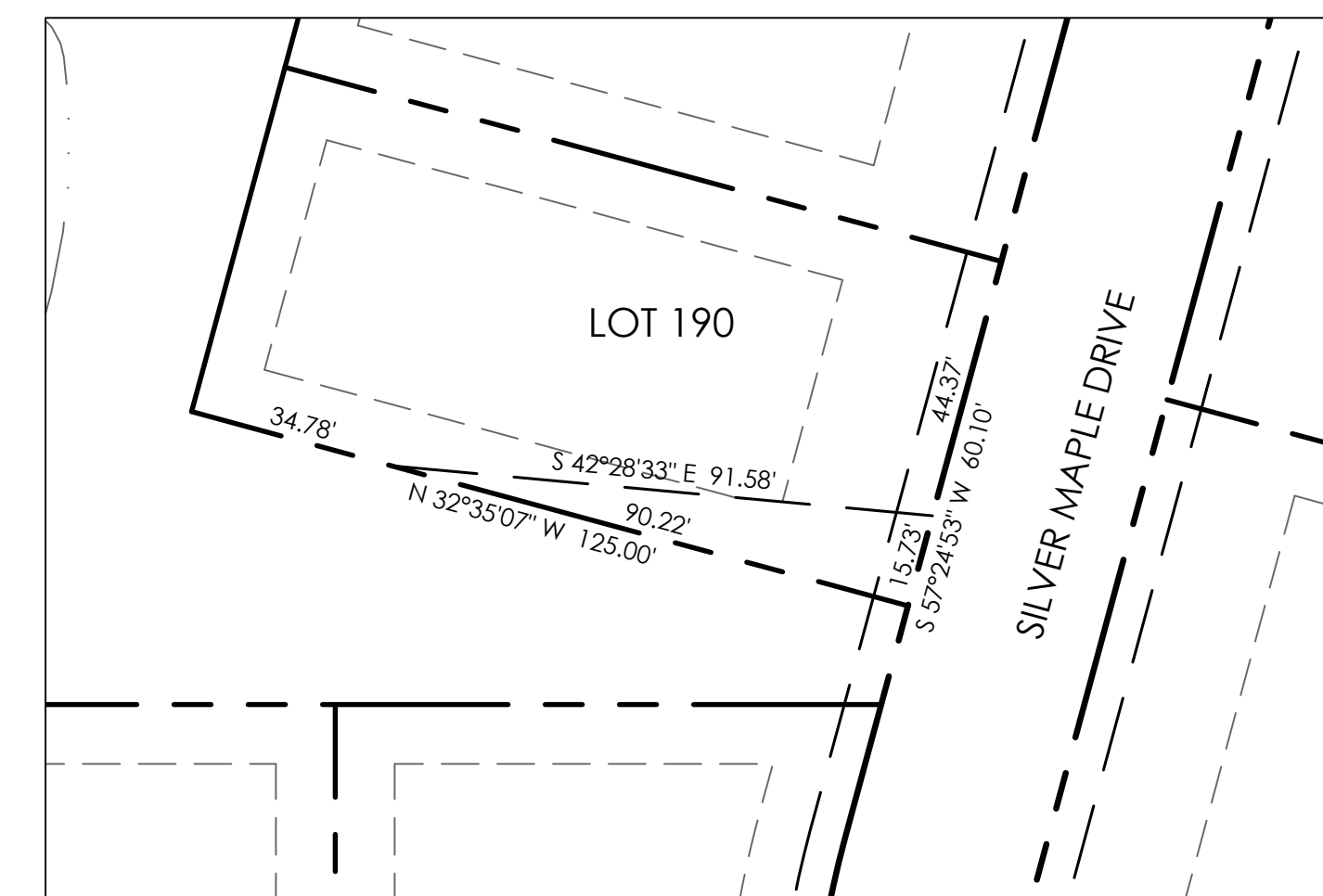
CEMETERY EASEMENT DETAIL
SCALE: 1"=30'



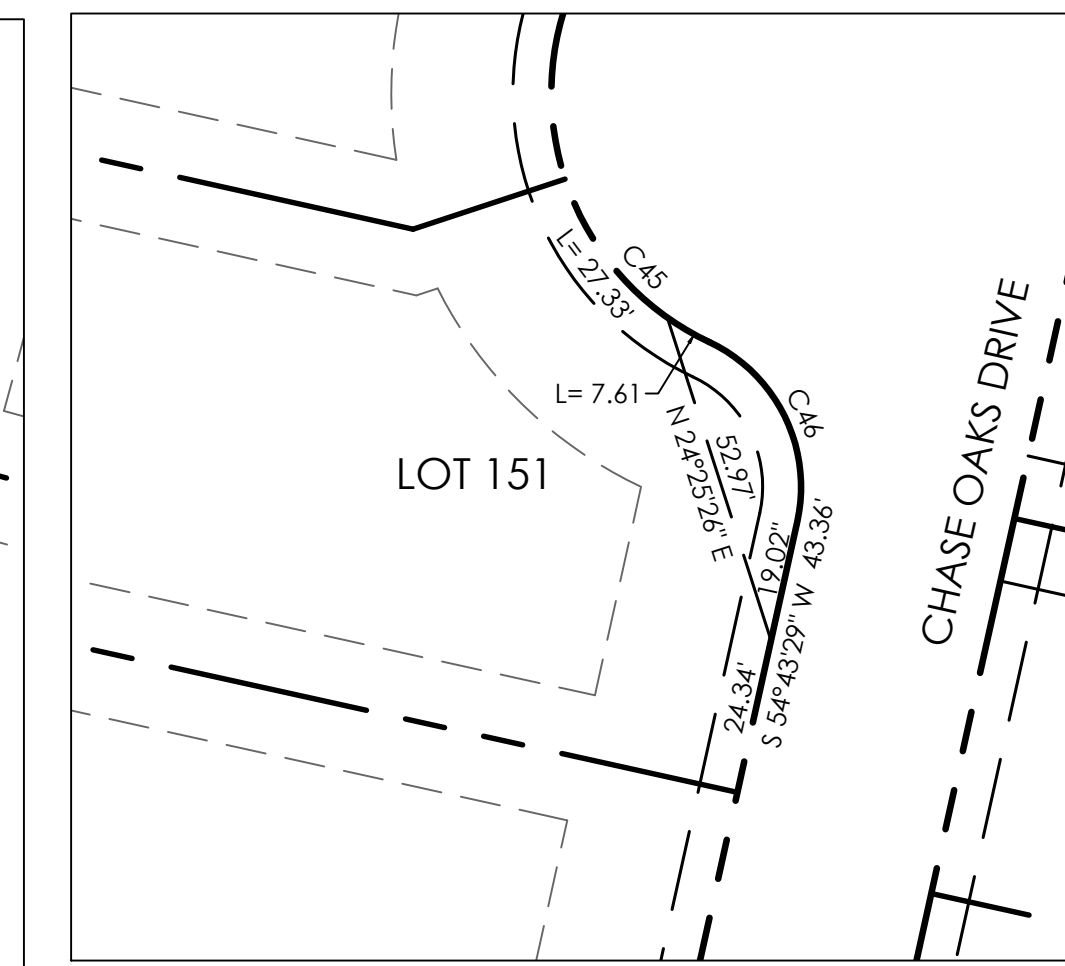
DRAINAGE EASEMENT DETAIL
SCALE: 1"=30'



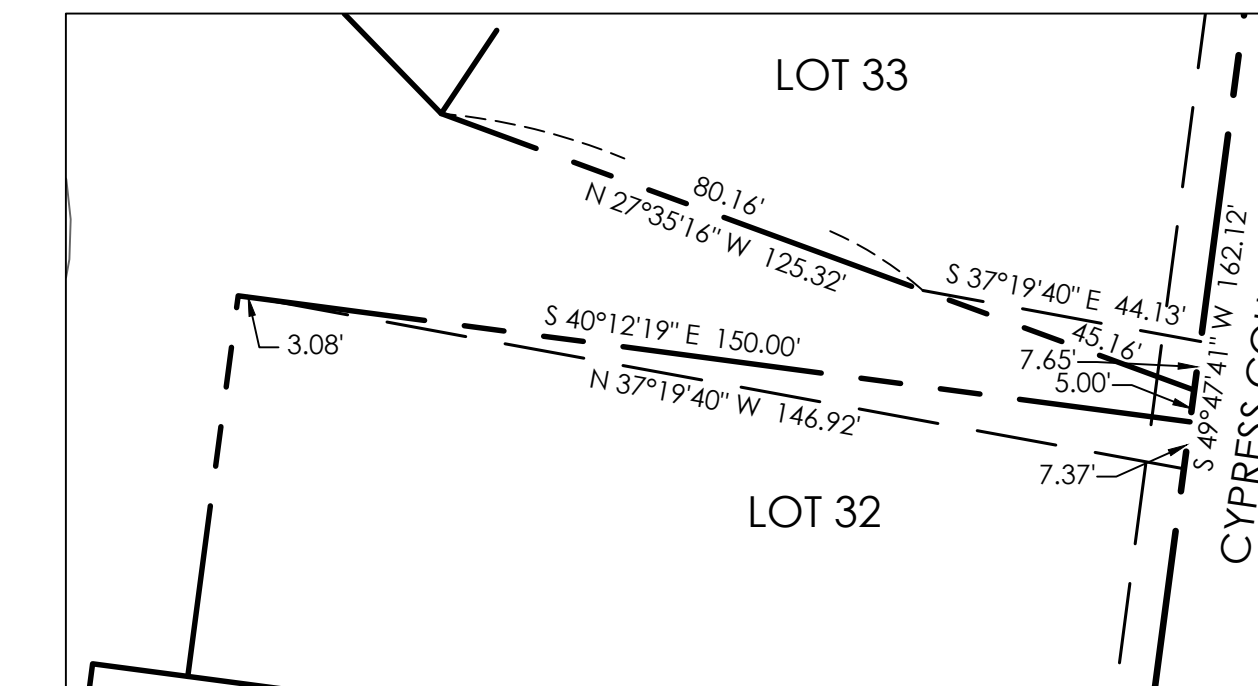
DRAINAGE EASEMENT DETAIL
SCALE: 1"=30'



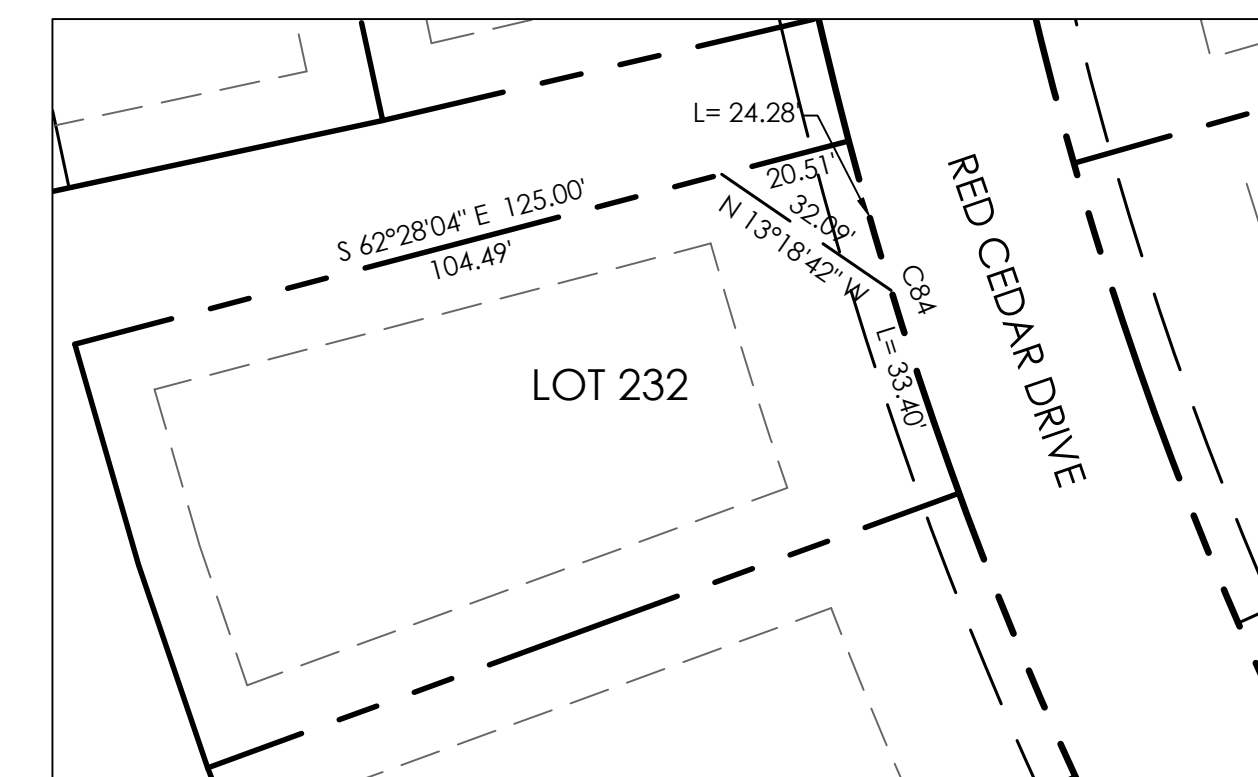
DRAINAGE EASEMENT DETAIL
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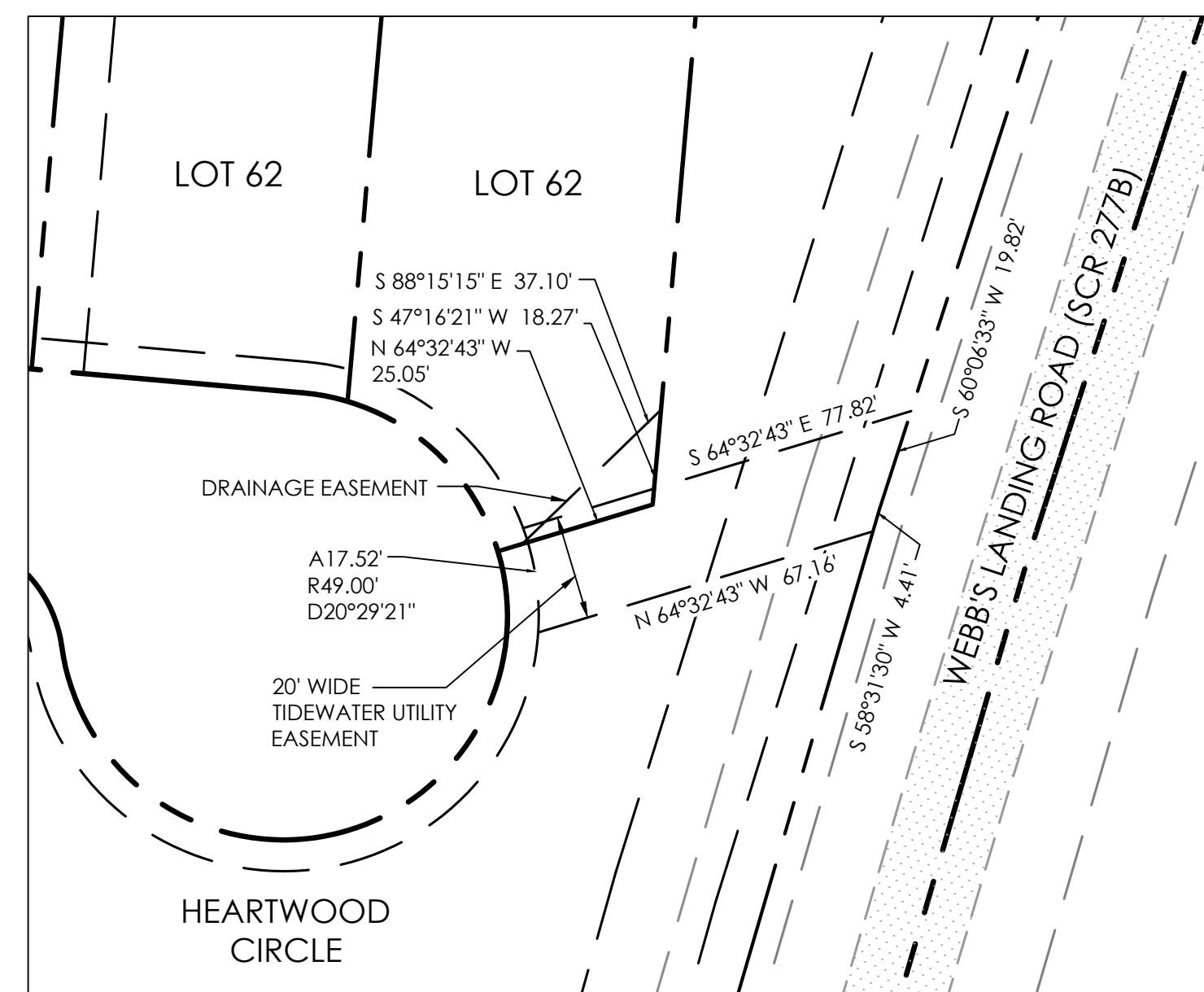
DRAINAGE EASEMENT DETAIL
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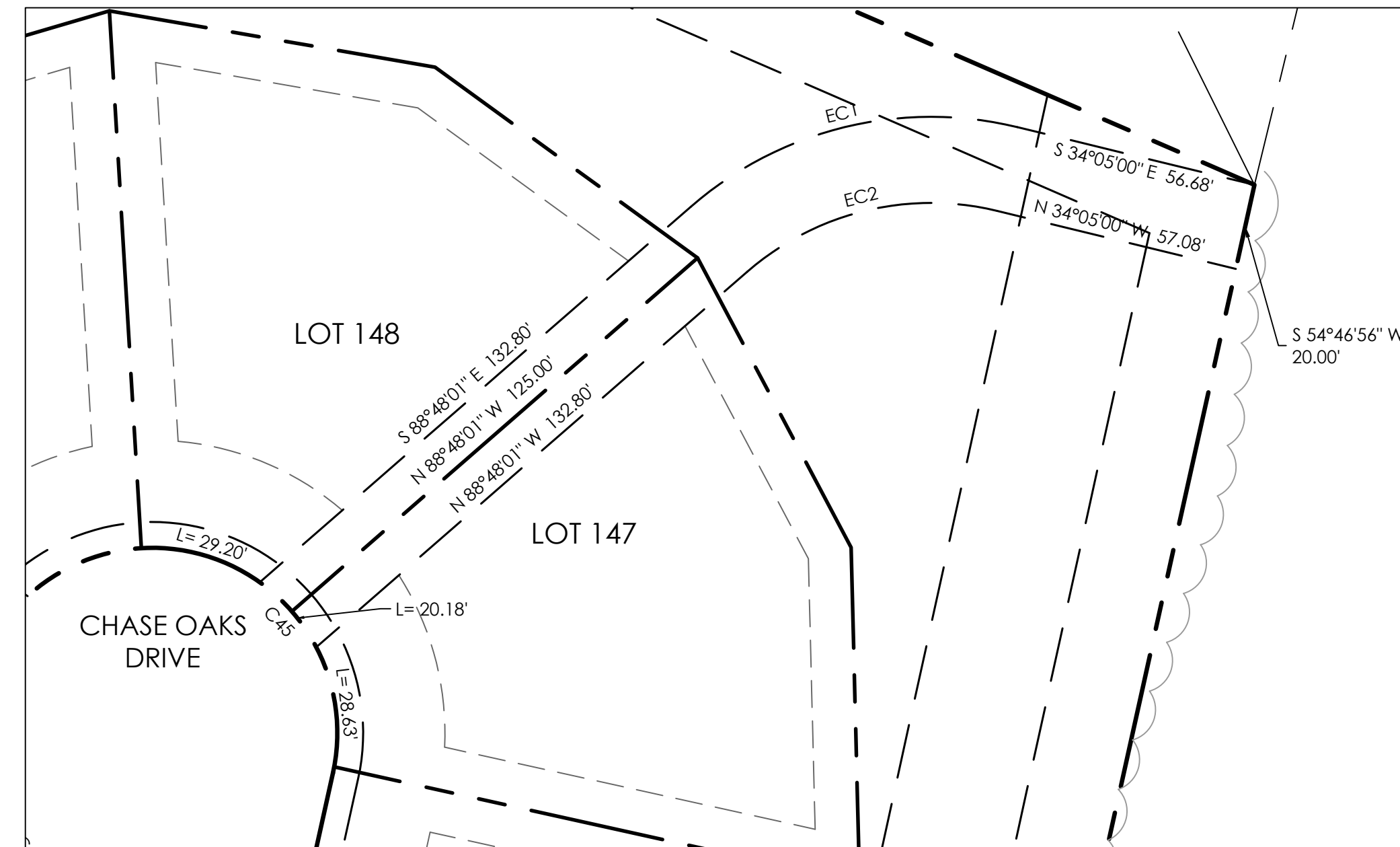
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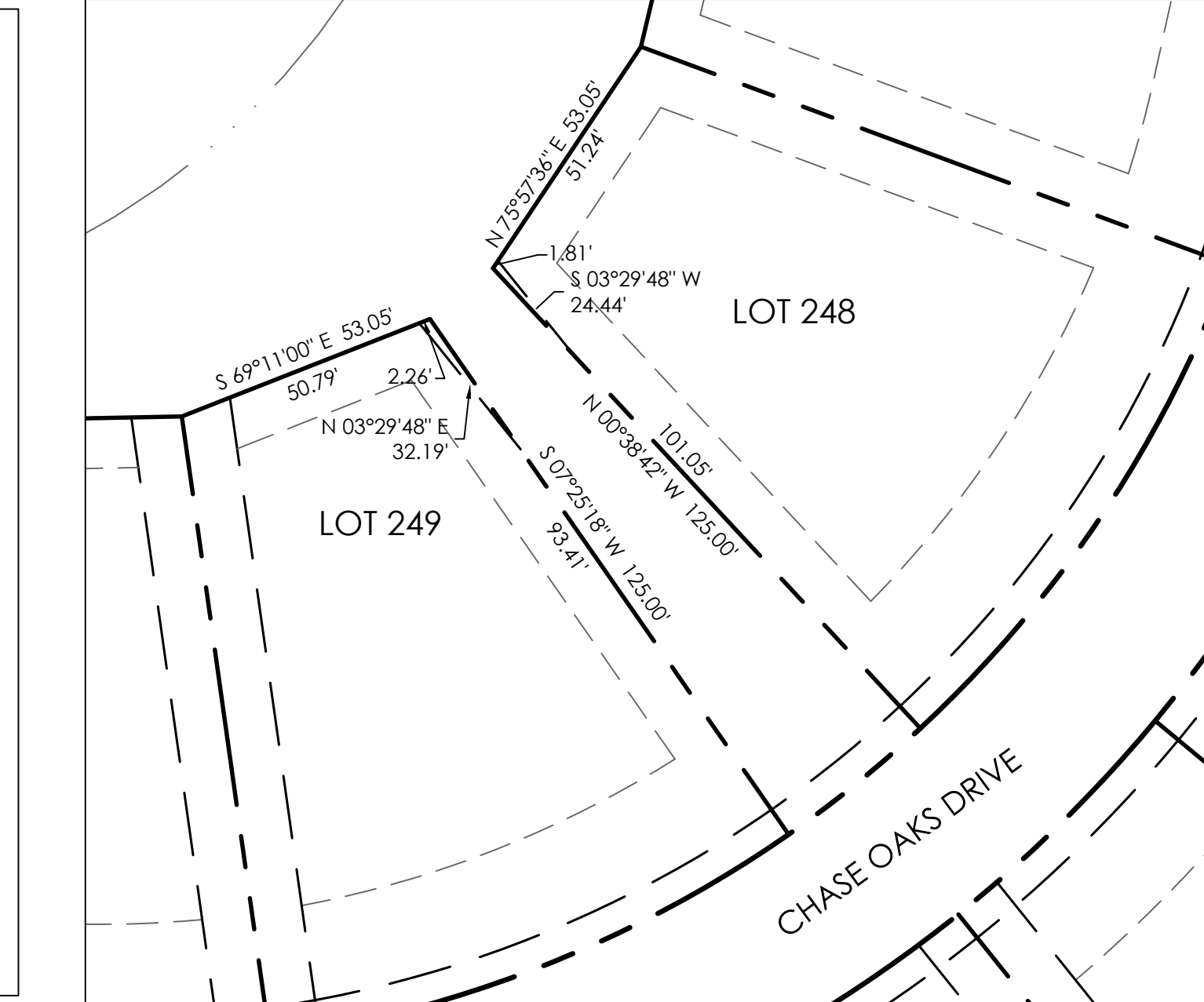
DRAINAGE EASEMENT DETAIL
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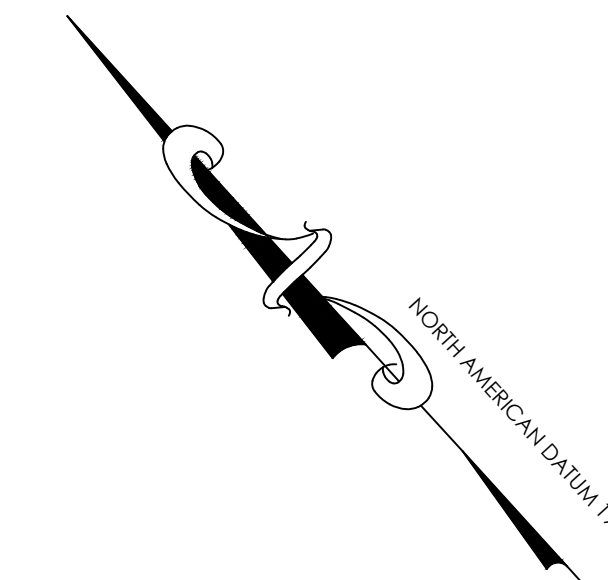
DRAINAGE AND TIDEWATER UTILITIES EASEMENT DETAIL
SCALE: 1"=30'



FORCEMAIN EASEMENT DETAIL
SCALE: 1"=30'



DRAINAGE EASEMENT DETAIL
SCALE: 1"=30'

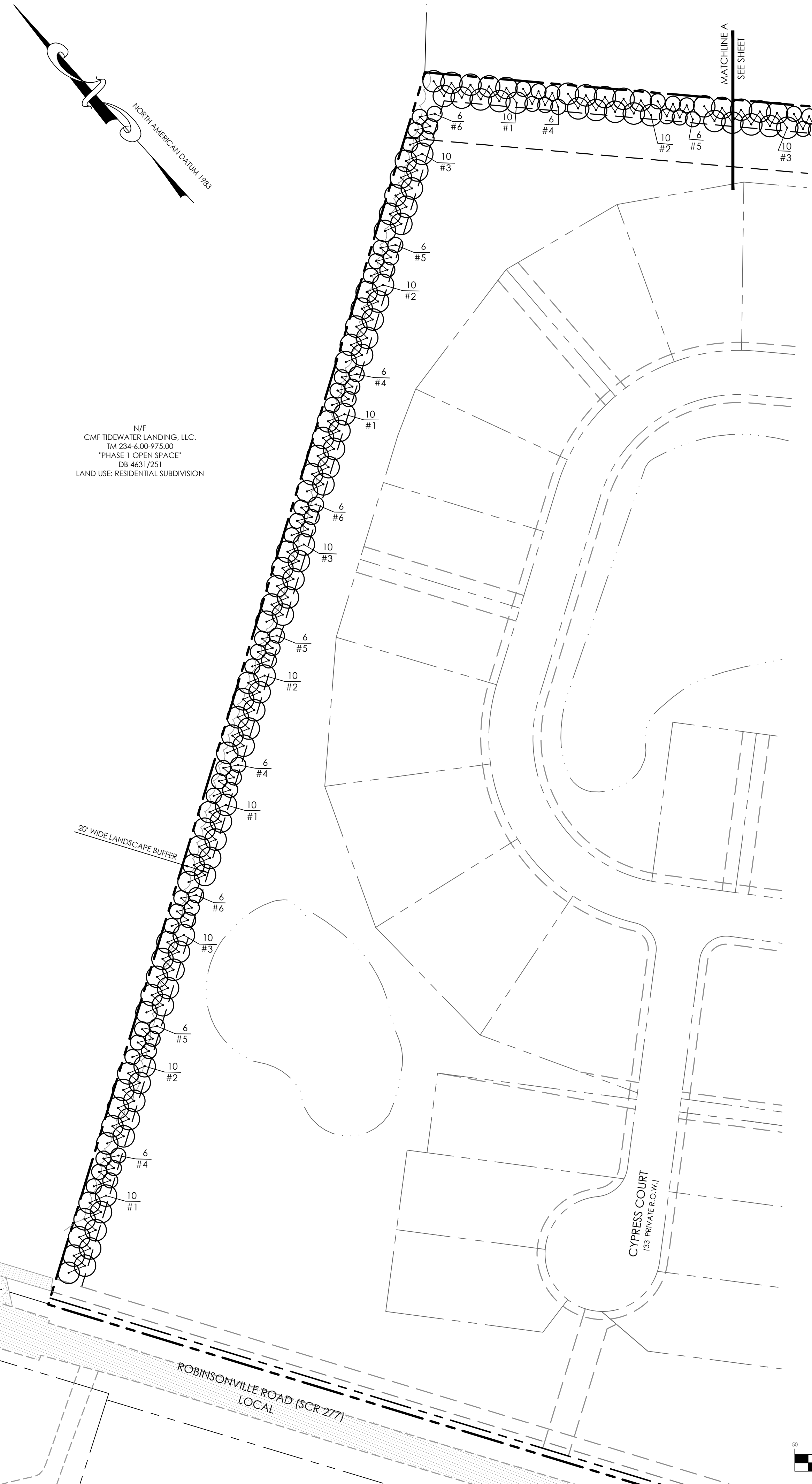


Seal _____
Date _____

REVISIONS	
NO.	DESCRIPTION

EASEMENT DETAILS
for
CHASE OAKS
INDIAN RIVER HUNDRED
SUSSEX COUNTY, DELAWARE
SCR277 & SCR277B

Date:	6/24/20
Job Number:	G18040
Scale:	AS SHOWN
Drawn By:	ML
Designed By:	JIP
Approved By:	JIP



LANDSCAPE BUFFER

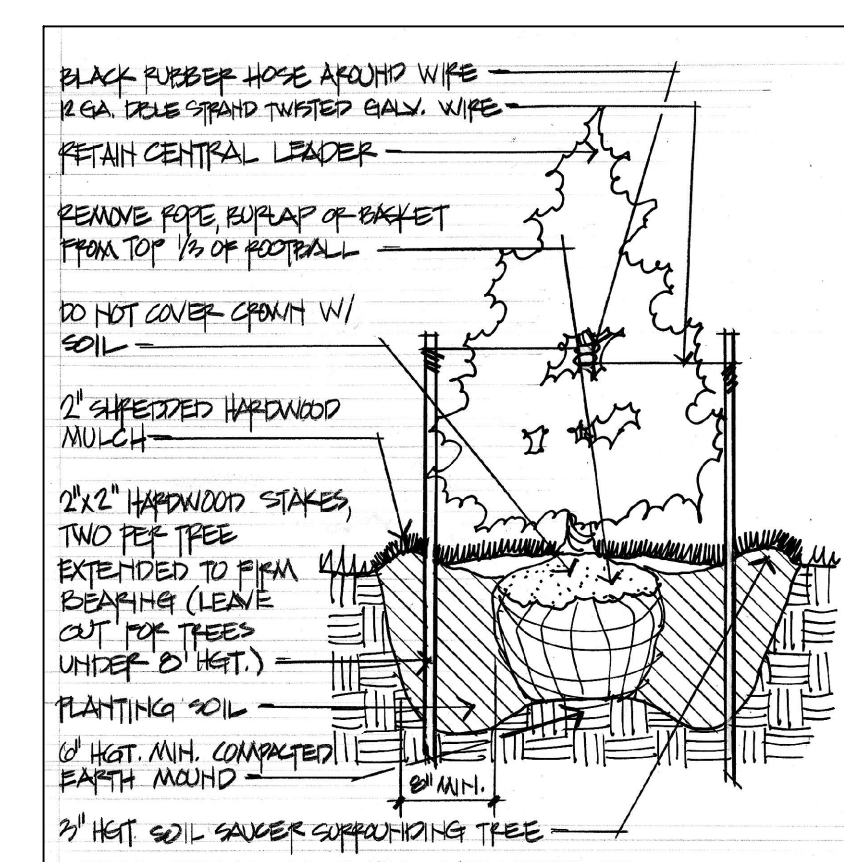
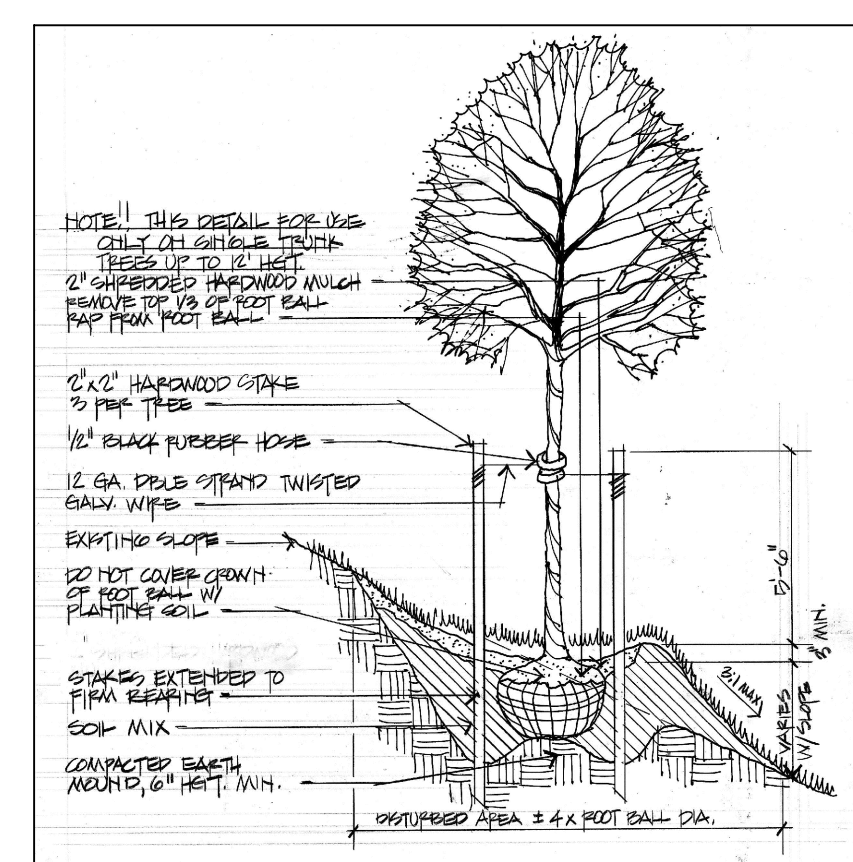
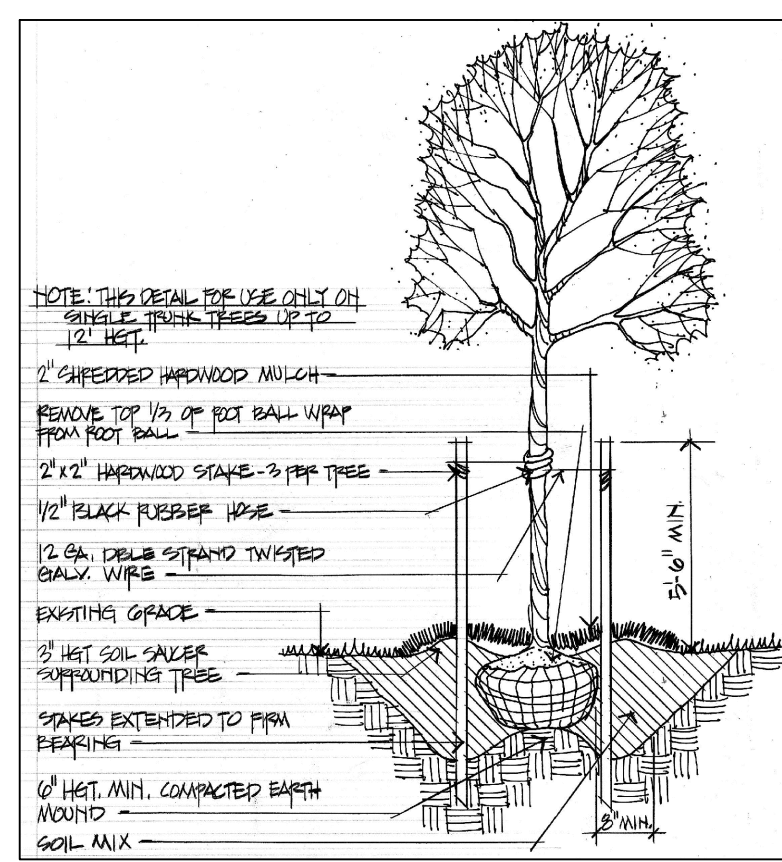
NOTES:

1. THE LANDSCAPE AND/OR FOREST BUFFERS SHALL BE INSTALLED WITHIN 18 MONTHS FROM THE DATE SITE WORK IS AUTHORIZED TO COMMENCE, AS DOCUMENTED BY A NOTICE TO PROCEED LETTER FROM THE COMMISSION.
2. THE LAND DEVELOPER SHALL BE RESPONSIBLE FOR THE HEALTH AND SURVIVAL OF THE TREES, INCLUDING REGULAR NECESSARY WATERING FOR A MINIMUM OF 2 YEARS OR UNTIL SUCH LATER DATE AS THE MAINTENANCE RESPONSIBILITIES ARE TRANSFERRED TO A CONDOMINIUM ASSOCIATION; PROVIDED, HOWEVER THAT THE DEVELOPER SHALL REPLACE AND TREES THAT DIE DURING THE MINIMUM 2 YEAR DEVELOPER MAINTENANCE PRIOR TO TRANSFERRING MAINTENANCE RESPONSIBILITIES TO A CONDOMINIUM ASSOCIATION.
3. ADDITIONAL INFORMATION AS TO HOW THE LANDSCAPE / FORESTED BUFFERS ARE TO BE MAINTAINED IN PERPETUITY, SHALL BE INCLUDED IN THE RESTRICTIVE COVENANTS AND/OR CONDOMINIUM ASSOCIATION DOCUMENTS.
4. PURSUANT WITH SUSSEX COUNTY CODE SECTION 99-5, THE 20' WIDE LANDSCAPE BUFFER SHOWN IN THIS PLAN MUST BE PLANTED WITH A MIX OF 70% DECIDUOUS AND 30% EVERGREEN TREES, THE MAJORITY OF WHICH SHALL BE SUITABLE TREES OF COMMON LOCAL SPECIES. EVERY 100' OF BUFFER SHALL INCLUDE A MINIMUM OF 15 TREES.
5. ALL DECIDUOUS TREES THAT ARE PLANTED TO ESTABLISH THE BUFFER PLANTINGS SHALL HAVE A MINIMUM CALIPER OF 1.5 INCHES AND A MINIMUM HEIGHT OF SIX FEET ABOVE GROUND WHEN PLANTED IN ORDER TO INSURE THAT THE TREES WILL BE CAPABLE OF OBTAINING A MINIMUM HEIGHT OF 10 FEET ABOVE GROUND WITHIN FIVE YEARS OF BEING PLANTED.
6. ALL EVERGREEN TREES THAT ARE PLANTED TO ESTABLISH THE BUFFER PLANTINGS SHALL HAVE A MINIMUM HEIGHT OF FIVE FEET ABOVE GROUND WHEN PLANTED IN ORDER TO INSURE THAT THEY ARE REASONABLY CAPABLE OF ATTAINING A MINIMUM HEIGHT OF 10 FEET ABOVE GROUND WITHIN FIVE YEARS OF BEING PLANTED.
7. THE TREES SHALL BE PLANTED IN A STAGGERED NATURAL MANNER, THE PROCEDURES AND DETAILS FOR PLANTING NEW TREES SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT ON THE PLAN SUBMITTED TO AND APPROVED BY THE COMMISSION AND SHALL INCLUDE THE REQUIREMENT THAT THE BUFFER AREA SHALL HAVE A FINAL GRADE THAT CONTAINS A MINIMUM OF FOUR INCHES OF TOPSOIL AND A SUITABLE GRASS MIX PLANTED AS SACRIFICIAL COVER BETWEEN THE BUFFER TREES FOR SOIL STABILIZATION UNTIL THE NEWLY PLANTED TREES BECOME LARGER. THE PLAN MAY SUBSTITUTE WOODCHIPS FOR PLANTED GRASS BETWEEN THE BUFFER TREES IN RESPECT TO BOTH NEWLY PLANTED AND EXISTING TREES, AS DETERMINED BY THE LANDSCAPE ARCHITECT

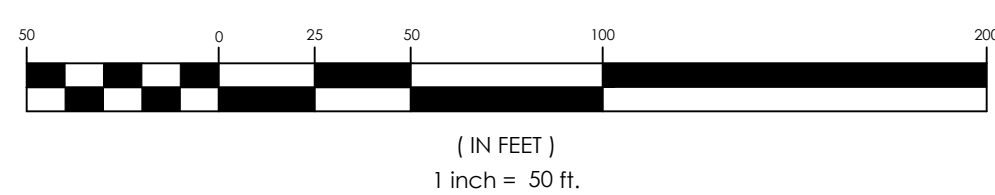
LANDSCAPE SCHEDULE				
QUANTITY	SYMBOL	BOTANICAL NAME	COMMON NAME	SPECIFICATION
114	#1	Acer rubrum	RED MAPLE	1 1/2" CAL., 6' HGT. MIN.
110	#2	Quercus phellos	WILLOW OAK	1 1/2" CAL., 6' HGT. MIN.
110	#3	Quercus rubra	RED OAK	1 1/2" CAL., 6' HGT. MIN.
56	#4	Ilex opaca	AMERICAN HOLLY	5' HGT. MIN.
56	#5	Picea abies	NORWAY SPRUCE	5' HGT. MIN.
55	#6	Pinus virginiana	VIRGINIA PINE	5' HGT. MIN.

BOTANICAL NAME	COMMON NAME	SPECIFICATION
Acer saccharum	SUGAR MAPLE	1 1/2" CAL., 6' HGT. MIN.
Chamaecyparis thyoides	ATLANTIC WHITECEDAR	5' HGT. MIN.
Crataegis viridis 'Winter King'	WINTER KING GREEN HAWTHORN	1 1/2" CAL., 6' HGT. MIN.
Liriodendron tulipifera	TULIP TREE	1 1/2" CAL., 6' HGT. MIN.
Pinus strobus	WHITE PINE	5' HGT. MIN.
Pinus taeda	LOBLOLLY PINE	5' HGT. MIN.
Quercus alba	WHITE PINE	1 1/2" CAL., 6' HGT. MIN.
Quercus coccinea	SCARLET OAK	1 1/2" CAL., 6' HGT. MIN.
Taxodium distichum	BALD CYPRESS	1 1/2" CAL., 6' HGT. MIN.
Magnolia virginiana	SWEETBAY MAGNOLIA	5' HGT. MIN.
Juniperus virginiana	EASTERN RED CEDAR	5' HGT. MIN.
Platanus acerifolia	LONDON PLANE TREE	1 1/2" CAL., 6' HGT. MIN.
Nyssa sylvatica	BLACK GUM	1 1/2" CAL., 6' HGT. MIN.
Salix babylonica	WEeping WILLOW	1 1/2" CAL., 6' HGT. MIN.

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



GRAPHIC SCALE



LANDSCAPE ARCHITECTS CERTIFICATION

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

LEE ANN SCHNAPINGER BRIDGMAN, RLA DATE
BRIDGMAN LANDSCAPE ARCHITECTURE, LLC

solutions
LANDSCAPE ARCHITECTURE
303 North Bedford Street
Georgetown, DE 19842
T. 302.297.9215

3033 Manhatt Mill Road
Salisbury, MD 21804
T. 410.572.8833

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Seal _____
Date _____

NO.	REVISIONS	
	DATE	DESCRIPTION

LANDSCAPE PLAN A

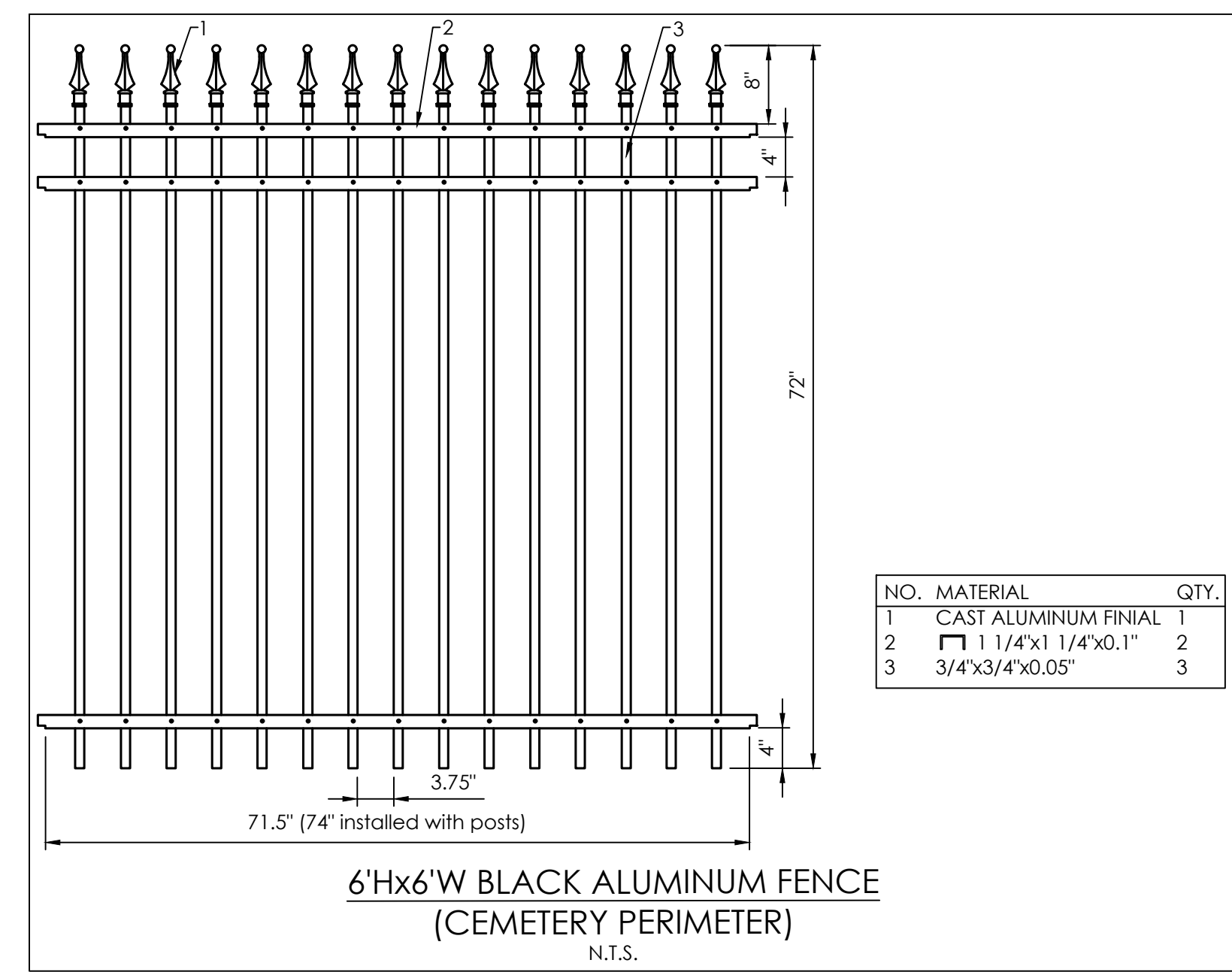
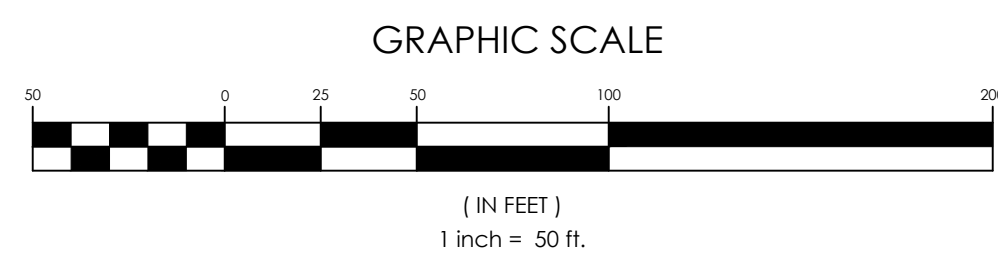
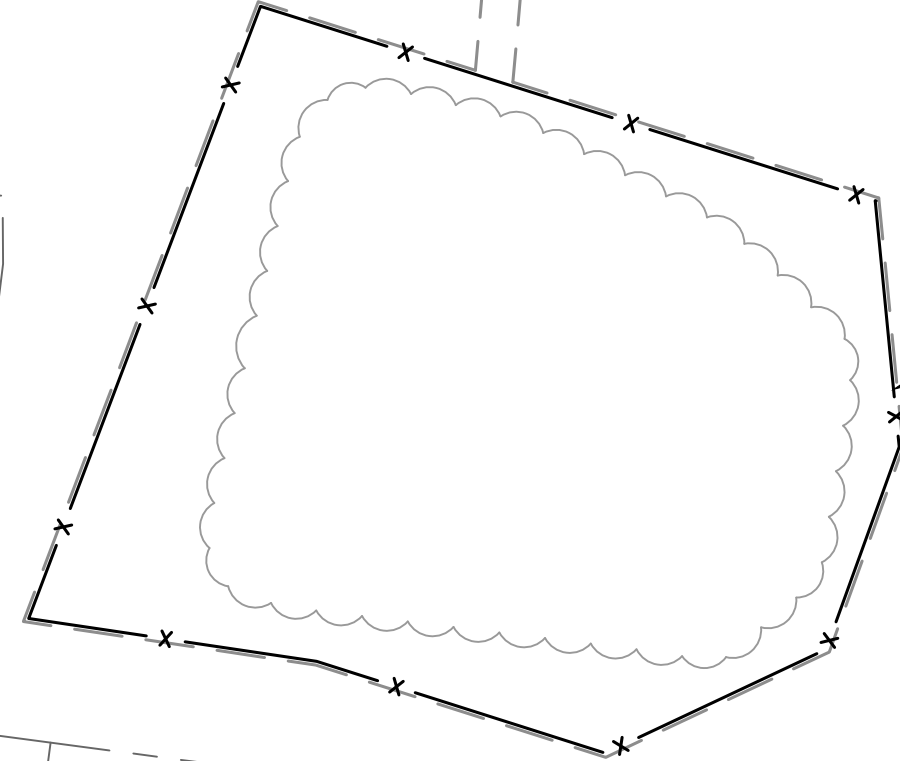
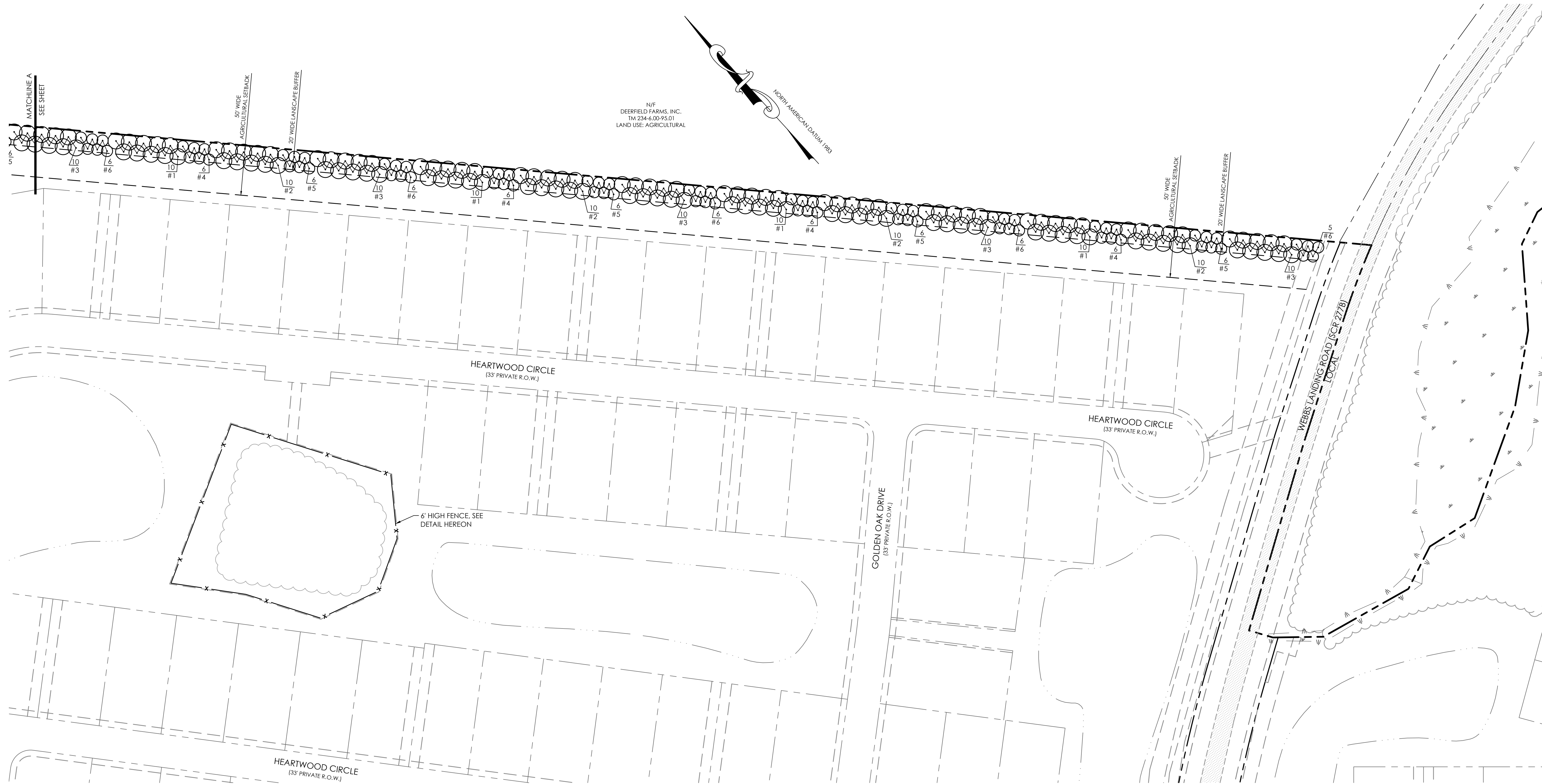
for

CHASE OAKS
INDIAN RIVER HUNDRED
SUSSEX COUNTY, DELAWARE
SCR277 & SCR277B

Date: 6/24/20
Job Number: G18040
Scale: 1"=50'
Drawn By: ML
Designed By: JIP
Approved By: JIP

Sheet No.: 18

File Name: 18040-plat-plans



solutions
landscape architecture

303 North Bedford Street
Georgetown, DE 19147
T. 302-297-9215
3033 Marlott Mill Road
Salisbury, MD 21804
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Date _____

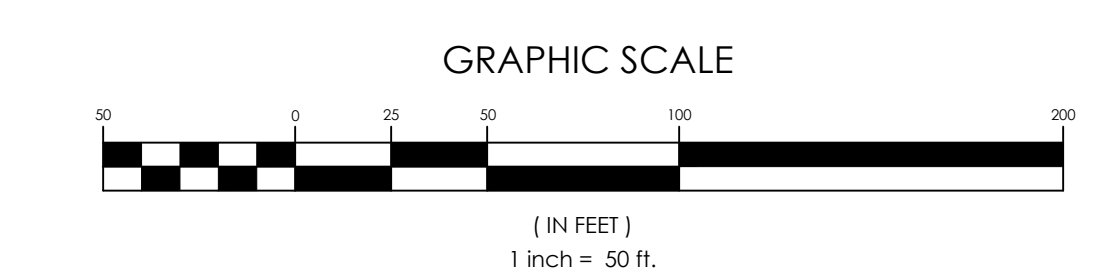
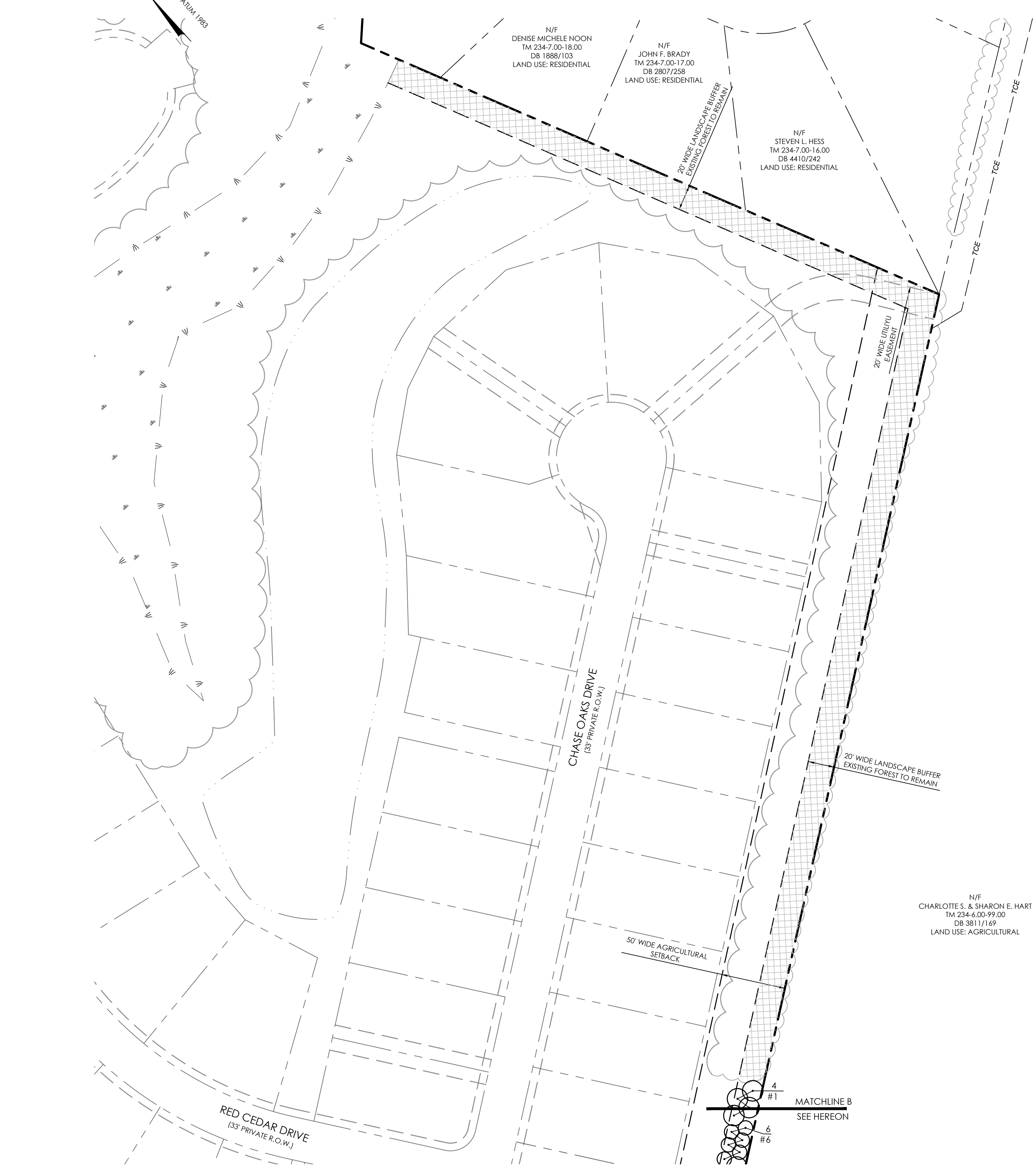
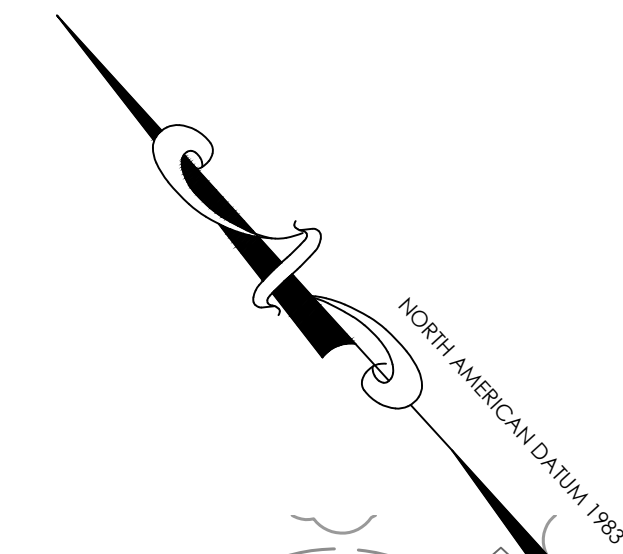
REVISIONS	
NO.	DESCRIPTION

LANDSCAPE PLAN B
for
CHASE OAKS
INDIAN RIVER HUNDRED
SUSSEX COUNTY, DELAWARE
SCR277 & SCR277B

Date:	6/24/20
Job Number:	G18040
Scale:	1"=50'
Drawn By:	ML
Designed By:	JIP
Approved By:	JIP

Sheet No.: 19

File Name: 18040-plot-plans



solutions
 landscape architecture
 303 North Bedford Street
 Georgetown, DE 19142
 T. 302-297-9215
 3033 Manitt Mill Road
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 Date _____

REVISIONS	
NO.	DESCRIPTION

LANDSCAPE PLAN C
 for
CHASE OAKS
 INDIAN RIVER HUNDRED
 SUSSEX COUNTY, DELAWARE
 SCR277 & SCR277B

Date:	6/24/20
Job Number:	G18040
Scale:	1"=50'
Drawn By:	ML
Designed By:	JIP
Approved By:	JIP

Sheet No.: 20
 File Name: 18040-plant-plans



December 2, 2020

Mr. Ring Lardner
Davis, Bowen & Friedel, Inc.
1 Park Avenue
Milford, De 19963

**RE: Tanger Subdivision and Microtel
 TMP# 334-13.00-325.36 (Lot 1)**

Dear Mr. Lardner,

The Sussex Conservation District is reviewing your submittal on the above referenced project, and we have no objection to recordation as no major changes are anticipated.

If you have any questions or concerns, please contact the District at 302-856-2105.

Sincerely,

John Justice

SCD Plan Reviewer

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

MEMORANDUM

DATE: December 4, 2020

TO: Nick Torrance
Planner I, Planning and Zoning

FROM: Jordan Dickerson
Public Works Technician IV 

SUBJECT: Tanger Microtel & Major Subdivision applications

Please be advised that the Sussex County Engineering Department, has no objection to the proposed site plan for the Microtel. The Engineering Department is working on its second review which shouldn't affect its site plan and getting on the final agenda. Also, there will be an 8" gravity stub provided to serve the remaining two lots for its major subdivision application.

Cc: Mr. Ring Lardner, P.E. Davis, Bowen & Friedel, Inc.





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

December 10, 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
(for Right of Way, Easement, Dedication Plan)
Tanger Outlets - Seaside Expansion
Tax Parcel # 334-13.00-325.36
Holland Glade Road (SCR 271)
Lewes & Rehoboth Hundred, Sussex County**

Dear Mr. Whitehouse:

The Department of Transportation has determined that there is a need to establish additional Right-of-Way (ROW) and Permanent Easements (PE's) with respect to this parcel. This Record Plan – Right of Way, Easement and Dedication dated December 2019 (last revised December 7, 2020), satisfies the Department's recordation requirements and are based on the parcel's location as referred to above. No commitments are stated or implied by DeIDOT through the issuance of this letter with respect to: entrance location(s), access configuration, auxiliary lanes and/or roadway improvements which will be evaluated and required as necessary at time of Entrance Construction Plan Review or Approval for this site.

Prior to Entrance Construction Plan Approval, the following items (when applicable) shall be coordinated with DeIDOT, and executed or recorded:

- 1) TIS/TOA improvements
- 2) Letter Agreements
- 3) Site Distance Easements
- 4) Project specific notes (Site restrictions)

This "No Objection to Recordation" letter does not authorize the commencement of entrance construction. Entrance plans shall be developed in accordance with DeIDOT's

Tanger Outlets - Seaside Expansion
Mr. Jamie Whitehouse
Page 2
December 10, 2020

[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 any proposed project or conceptual site plan. Rather, it is a confirmation that further review will be required by DelDOT with respect to: transportation improvements which the applicant may be required to make; entrance/access configurations; notes regarding site development restrictions; deed restrictions or recorded agreements. If transportation investments are determined to be necessary, they will be based on an analysis of the proposed project, its location, and its estimated impact on traffic movements and densities. Such improvements will 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 a proposed plan independent of any action that DelDOT may have undertaken with regard to this site/parcel.

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

Sincerely,



Susanne K. Laws
Sussex County Review Coordinator,
Development Coordination

cc: Charles Worsham, Coroc/Rehoboth III, LLC
Ring Lardner, Davis, Bowen & Friedel, Inc.
Matt Schlitter, South District Public Works Engineer
William Kirsch, South District Entrance Permit Supervisor
Rusty Warrington, Sussex County Planning & Zoning
Gemez W. Norwood, South District Public Work Manager
James Argo, South District Project Reviewer
Wendy L. Polasko, Subdivision Engineer
Brian Yates, Sussex County Reviewer

ROAD DATA
 DELAWARE ROUTE 1 (COASTAL HIGHWAY, SUSSEX ROAD 014)
 FUNCTIONAL CLASSIFICATION - PRINCIPAL ARTERIAL
 AADT (2019 DEWARAVE VEHICLE VOLUME SUMMARY) = 57,413
 10 YR PROJECTED AADT = 1.16 X 57,413 = 66,599
 10 YR PROJECTED AADT + NEW SITE ADT N OF SITE (2,102) = 68,701
 10 YR PROJECTED AADT + NEW SITE ADT S OF SITE (1,814) = 68,413
 PEAK HOUR = 11.77% X 66,599 = 7,839
 DIRECTIONAL SPLIT = 56.51%/43.49% = 4,430/3,409
 10.55 TRUCK % X 7,839 = 827
 SPEED - POSTED = 45 MPH
 TRAFFIC PATTERN GROUP - 8

ROAD DATA
 HOLLAND GLADE ROAD (SUSSEX ROAD 271)
 FUNCTIONAL CLASSIFICATION - LOCAL ROADWAY
 AADT (2019 DEWARAVE VEHICLE VOLUME SUMMARY) = 3,255
 10 YR PROJECTED AADT = 1.16 X 3,255 = 3,776
 10 YR PROJECTED AADT + SITE ADT E OF SITE (260) = 4,036
 10 YR PROJECTED AADT + SITE ADT W OF SITE (928) = 4,704
 PEAK HOUR = 12.09% X 3,776 = 457
 DIRECTIONAL SPLIT = 61.35%/38.65% = 280/177
 8.06 TRUCK % X 457 = 37
 SPEED - POSTED = 45 MPH
 TRAFFIC PATTERN GROUP - 4

DELDOT RECORD PLAN - RED NOTES:

- THIS RECORD PLAN - RED SATISFIES THE DEPARTMENT'S RECORDATION REQUIREMENTS AND ARE BASED ON THE PARCEL'S LOCATION. NO COMMITMENTS ARE STATED OR IMPLIED BY DELDOT THROUGH THE ISSUANCE OF THIS LETTER WITH RESPECT TO: ENTRANCE LOCATION(S), ACCESS CONFIGURATIONS, AUXILIARY LANES AND/OR ROADWAY IMPROVEMENTS WHICH WILL BE EVALUATED AND REQUIRED AS NECESSARY AT THE TIME OF ENTRANCE CONSTRUCTION PLAN REVIEW OR APPROVAL FOR THE SITE.
- NO LANDSCAPING SHALL BE ALLOWED WITHIN RIGHT-OF-WAY UNLESS THE PLANS ARE COMPLIANT WITH SECTION 3.7 OF THE DEVELOPMENT COORDINATION MANUAL (DCM).
- 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.
- THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MARKERS IN ACCORDANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL (DCM).
- THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MARKERS TO PROVIDE A PERMANENT REFERENCE FOR RE-ESTABLISHING THE RIGHT-OF-WAY AND PROPERTY CORNERS ON LOCAL AND HIGHER ORDER FRONTAGE ROADS. RIGHT-OF-WAY MARKERS SHALL BE SET AND/OR PLACED ALONG THE FRONTAGE ROAD RIGHT-OF-WAY AT PROPERTY CORNERS AND AT EACH CHANGE IN RIGHT-OF-WAY ALIGNMENT IN ACCORDANCE WITH SECTION 3.2.4.2 OF THE DEVELOPMENT COORDINATION MANUAL.
- A PERPETUAL CROSS ACCESS INGRESS/EGRESS EASEMENT IS HEREBY ESTABLISHED AS SHOWN ON THIS PLAN.
- DELDOT WILL NOT BE RESPONSIBLE TO MAINTAIN ANY OF THE ROADWAYS WITHIN THE TANGER ENTRANCE AS EXISTING OR PROPOSED 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.
- THIS COMMERCIAL PARCEL IS IN CLOSE PROXIMITY TO COASTAL HIGHWAY (DE ROUTE 1), WHICH HAS A FUNCTIONAL CLASSIFICATION OF PRINCIPAL ARTERIAL AS DEFINED BY THE STATE OF DELAWARE'S DEPARTMENT OF TRANSPORTATION. PER SECTION 3.6.1 OF THE DELDOT DEVELOPMENT COORDINATION MANUAL (DCM); IT IS THE DEVELOPER'S RESPONSIBILITY TO EVALUATE NOISE LEVELS AND THEIR IMPACTS ON PROPOSED DEVELOPMENT. FOR PROJECTS ADJACENT TO EXISTING TRANSPORTATION FACILITIES WITH THIS FUNCTIONAL CLASSIFICATION, ROADWAYS WITH THIS CLASSIFICATION CAN BE EXPECTED TO GENERATE ELEVATED LEVELS OF ROAD AND TRAFFIC RELATED NOISE, SIMILAR TO WHAT CAN BE EXPECTED IN URBAN AREAS. A DETAILED NOISE ANALYSIS PER DCM 3.6 IS TYPICALLY RECOMMENDED TO HELP GAUGE THE ACTUAL IMPACTS THAT ROADWAY RELATED NOISE MAY HAVE ON VARIOUS POTENTIAL LAND-USES (SUCH AS THOSE DESCRIBED IN DCM FIGURE 3.6.3-A; NOISE ABATEMENT CRITERIA). WITH THE INCLUSION OF THIS NOTE, THE DEVELOPER IS ACKNOWLEDGING THAT THE PROPOSED SITE AND/OR BUILDING LOCATION CAN BE EXPECTED TO EXCEED THE SPECIFIC MAXIMUM NOISE LEVELS FOR CERTAIN COMMERCIAL AND NON-RESIDENTIAL USES AS SHOWN IN DCM FIGURE 3.6.3-A. THE DEVELOPER'S WAIVER OF THE NOISE ANALYSIS AND REVIEW OF POTENTIAL NOISE MITIGATION MEASURES ARE SUPPORTED BY THE INFEASIBILITY OF APPLYING NOISE MITIGATION MEASURES, BASED ON ENGINEERING CONSIDERATIONS AND FACTORS THAT WOULD LIMIT THE ABILITY TO ACHIEVE SUBSTANTIAL NOISE REDUCTION, RELATED TO THE COMMERCIAL USE OF THE SITE AND/OR BUILDINGS. THIS WAIVER ACKNOWLEDGES THAT THE DECIBEL LEVEL FOR THIS PARCEL MAY EXCEED THE APPLICABLE LIMITS FOR SOME CURRENT OR FUTURE PROPOSED USES. THE USE OF THIS NOTE SIGNIFIES THE SUBDIVISION ENGINEER'S CONCURRENCE WITH WAIVING THE DEVELOPER'S COMPLETION OF A DETAILED NOISE STUDY AND SUBSEQUENT REVIEW OF RESULTING NOISE ABATEMENT FINDINGS OR MITIGATION MEASURES. ANY FUTURE COMPLAINTS RELATING TO EXISTING OR FUTURE NOISE LEVELS IMPACTING PROPOSED USES ON THIS SITE AND ALONG THIS EXISTING TRANSPORTATION FACILITY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR LAND OWNER OR BOTH.
- THE EXISTING JUNCTION AND BREAKWATER TRAIL WILL BE RELOCATED ONTO PARCEL 2.
- A TRAFFIC IMPACT STUDY WAS NOT REQUIRED FOR THE SUBDIVISION.
- DEVELOPER OF PARCEL 2 OR 3 WILL REQUIRE THE DESIGN AND CONSTRUCTION OF A NEW ACCESS ONTO HOLLAND GLADE ROAD. THE DESIGN AND TIMING OF THE IMPROVEMENTS SHALL BE COORDINATED WITH DELDOT'S DEVELOPMENT COORDINATION SECTION.

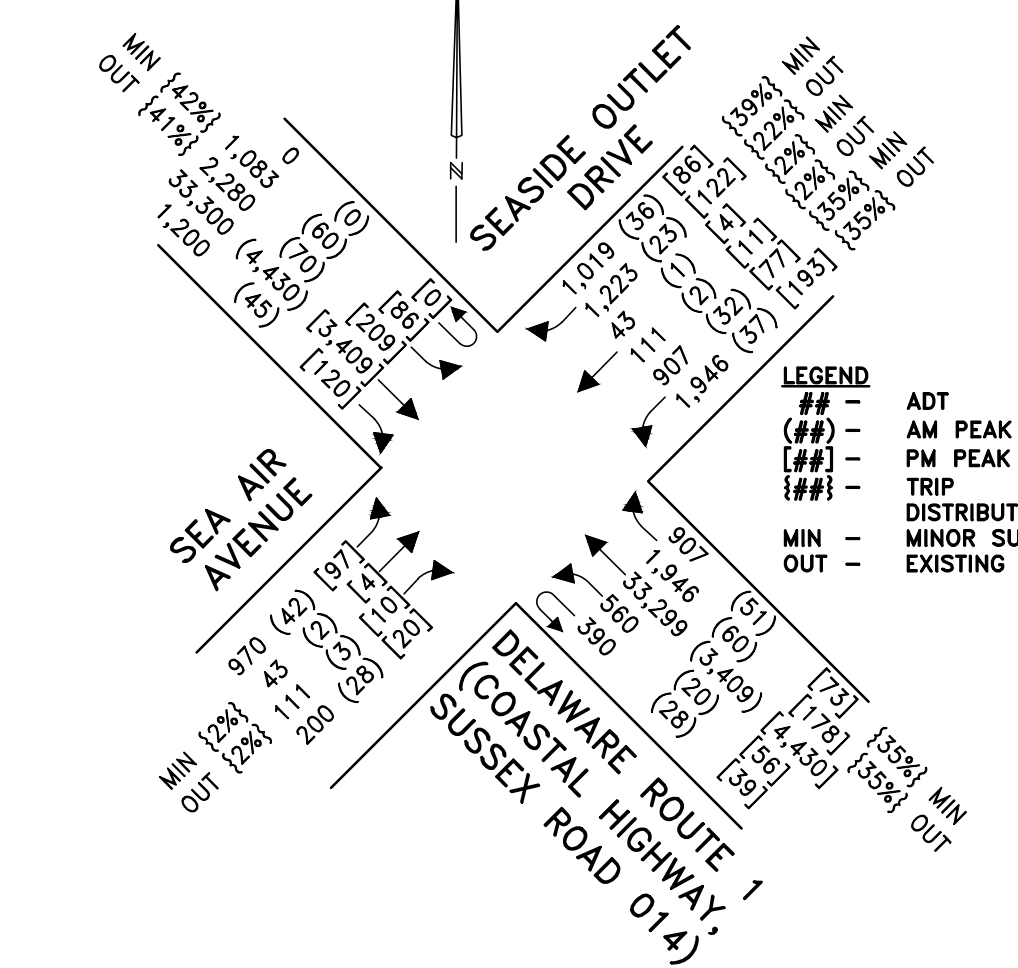
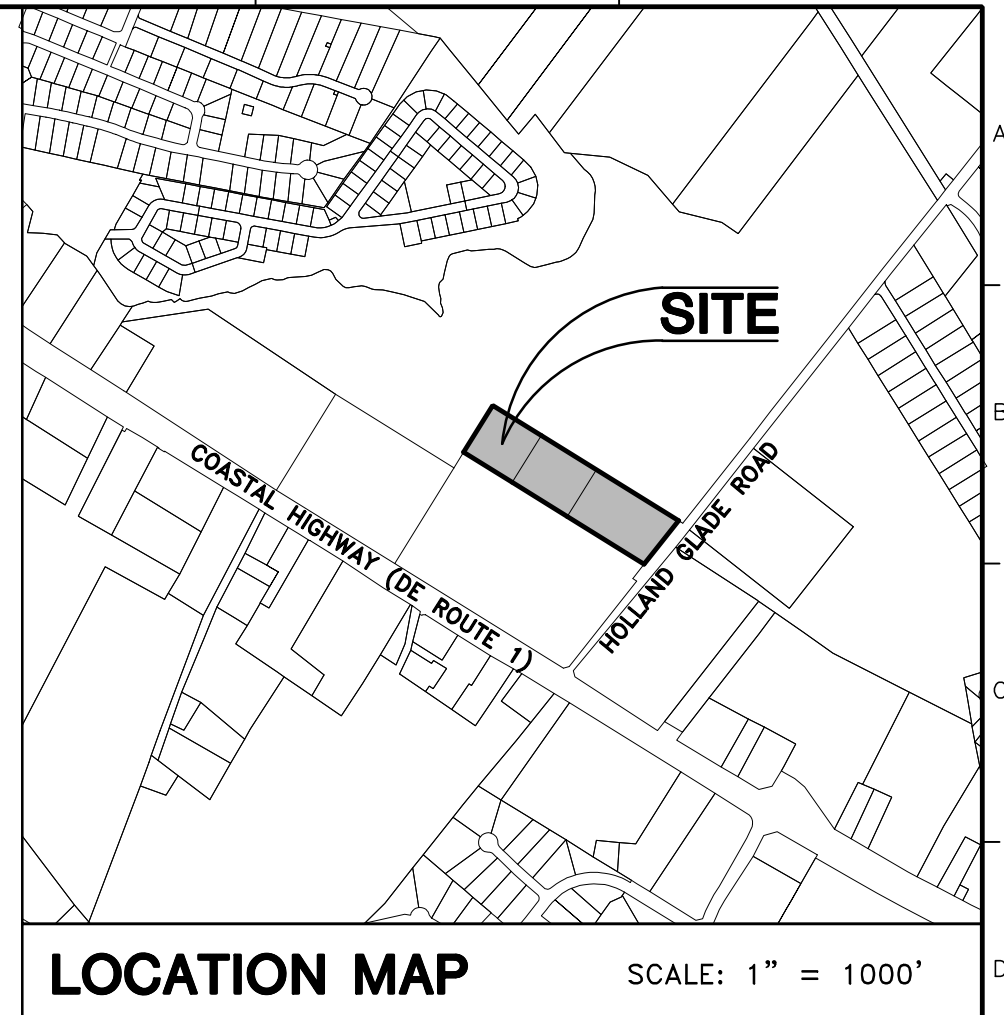
ACCESS EASEMENT (A) LINE TABLE

LINE	BEARING	DISTANCE
EAL-1	S 31°47'16" E	134.46'
EAL-2	S 58°12'44" E	737.72'
EAL-3	S 31°47'16" E	117.41'
EAL-4	S 58°12'44" E	1336.46'
EAL-5	S 38°23'29" W	24.16'
EAL-6	S 58°12'44" E	109.68'
EAL-7	S 31°47'16" W	93.41'
EAL-8	S 58°12'44" W	705.72'
EAL-9	S 31°47'16" W	110.46'
EAL-10	S 58°12'44" W	32.00'

- LEGEND:**
- IPF IRON PIPE FOUND
 - IRCS IRON ROD WITH CAP SET
 - DEED / BOUNDARY LINE
 - - - PROPOSED PROPERTY LINE
 - - - ADJACENT PROPERTY LINE
 - - - BUILDING SETBACK
 - ++ ACCESS EASEMENT
 - ++ UTILITY EASEMENT

ACCESS EASEMENT (A) CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
EAC-1	113.00'	120.42'	18.38'	N 78°47'16" E	90°00'00"
EAC-2	2137.00'	158.12'	152.33'	S 76°47'16" W	90°00'00"



TRAFFIC DIAGRAM

SITE TRIPS GENERATED - PROPOSED

ITE	OCC ROOMS / WKDY	AM	PM	ADT
HOTEL	77	55	56	942
SHOPPING CENTER	820 60,000	182	372	4,248
PASS-BY TRIPS		237	428	5,190
PRIMARY TRIPS		-0	-126	-1,082
TOTAL		237	302	4,128

SITE TRIPS GENERATED - EXISTING

ITE	OCC ROOMS / WKDY	AM	PM	ADT
SHOPPING CENTER	820 247,037	275	1,061	11,120
PASS-BY TRIPS		-0	-261	-2,780
PRIMARY TRIPS		275	700	8,340

- NOTES:**
- TRIP GENERATION BASED ON ITE TRIP GENERATION MANUAL, 10TH EDITION.
 - DESIGN VEHICLE: SU-30.
 - ACCESS FOR THE MINOR SUBDIVISION WILL BE VIA THE EXISTING SEASIDE OUTLET DRIVE (TANGER OUTLETS - SEASIDE ACCESS), AND A FUTURE FULL SITE ACCESS ALONG HOLLAND GLADE ROAD.
 - TANGER OUTLETS SEASIDE HAS FOUR (4) ACCESSES, ONE (1) FULL ACCESS ON SR1, ONE (1) FULL ACCESS ON HOLLAND GLADE ROAD, ONE (1) RIGHT-IN/RIGHT-OUT ON SR1, AND ONE RIGHT-OUT ONLY ON SR1. ONLY THE SIGNALIZED SR1 ACCESS IS SHOWN BECAUSE THAT IS THE ONLY ACCESS THE MINOR SUBDIVISION TRAFFIC IS PROPOSED TO USE.
 - SEA AIR AVENUE VOLUMES ARE FROM 2017 TRAFFIC COUNTS PROVIDED BY DELDOT. ADT IS ASSUMED AS 10x PM PEAK HOUR VOLUME.

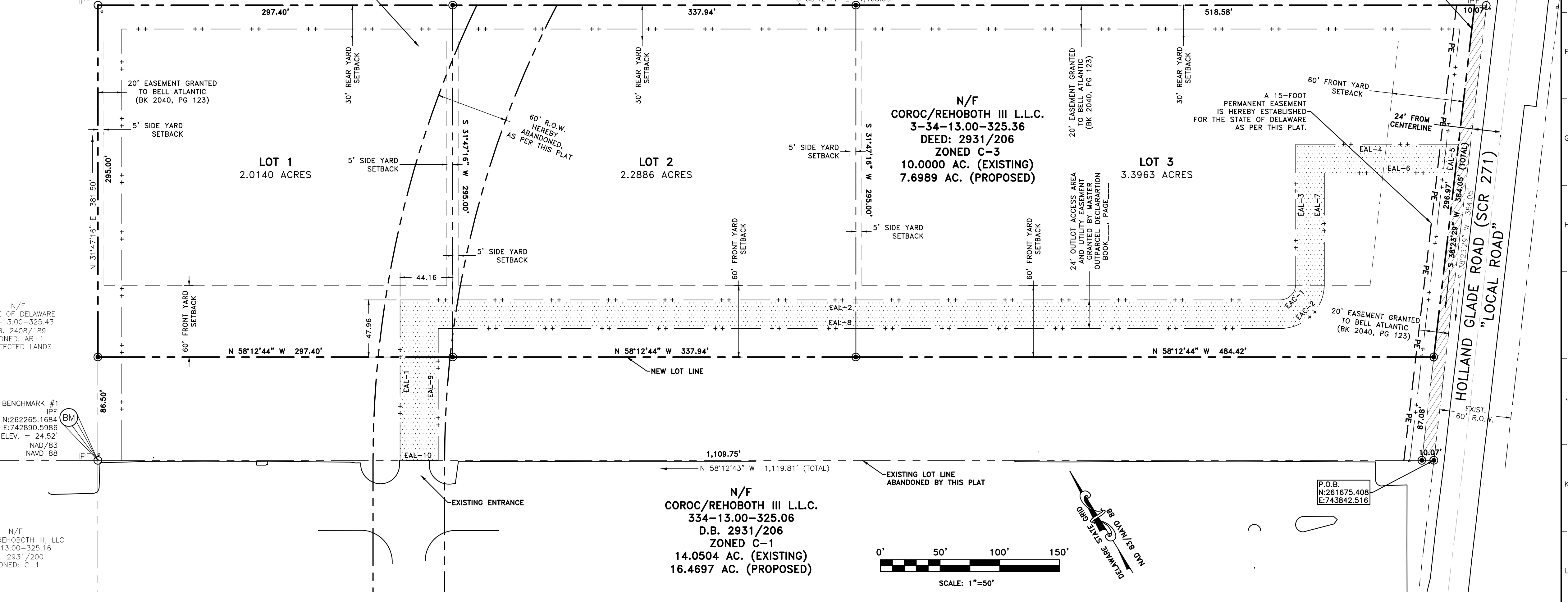
TANGER MICROTTEL SITE PLAN IS SEPARATELY SUBMITTED.

SITE DATA

TAX PARCEL NO.: 3-34-13.00-325.36
 DEED REF.: 2931/206
 EXISTING ZONING: C-3
 EXISTING USE: VACANT LAND
 PROPOSED USE: COMMERCIAL
 EXISTING SITE AREA: 10,000 ACRES
 PROPOSED SITE AREA: 7,6989 ACRES
 PROPOSED # OF LOTS: 3
C-3 SETBACKS
 FRONT: 60'
 SIDE: 5' / 20' IN WIDTH ON THE SIDE OF THE LOT ADJOINING A RESIDENTIAL DISTRICT
 REAR: 30'
 CORNER: 15'
 MIN LOT WIDTH: 75'
 MIN LOT DEPTH: 100'
 MIN LOT AREA: 1 ACRE
 MAXIMUM BUILDING HEIGHT: 42'
 INVESTMENT LEVEL: 2 AND 3
 TID: N/A
 WATER PROVIDER: TIDEWATER UTILITIES, INC.
 SEWER PROVIDER: SUSSEX COUNTY
 FLOOD ZONE: ZONE X - MINIMAL FLOODING
 FIRM MAP 10005C0351K
 MARCH 16, 2015
 WETLANDS: DO NOT EXIST ON SITE
 COUNTY PROJECT REFERENCE NUMBER: (2019-32)

OWNER/DEVELOPER: COROC/REHOBOTH III L.L.C.
 3200 NORTHLINE AVE #360
 GREENSBORO, NC 27408

ENGINEER/SURVEYOR: DAVIS, BOWEN & FRIEDEL, INC.
 1 PARK AVENUE
 MILFORD, DE 19963



DELDOT, AWS AND OFF-SITE IMPROVEMENTS:

- THE PROPOSED DEVELOPMENT CONSISTS OF THE ADDITION OF A 78-Room HOTEL TO THE EXISTING SHOPPING OUTLETS CENTER. PER THE TENTH EDITION OF THE INSTITUTE OF TRAFFIC ENGINEERS' TRIP GENERATION MANUAL, WE FIND THAT THE PROPOSED DEVELOPMENT WOULD GENERATE 954 AVERAGE DAILY TRIPS AND 56 VEHICLE TRIPS DURING THE P.M. PEAK HOUR. THE FEE IS CALCULATED AT TEN DOLLARS PER DAILY TRIP. FOR THE PROPOSED DEVELOPMENT, THE FEE WOULD BE \$9,540.00.
- THE DEVELOPER SHALL IMPROVE THE STATE-MAINTAINED ROAD(S) ON WHICH THEY FRONT, WITHIN THE LIMITS OF THEIR FRONTAGE, TO MEET DELDOT'S STANDARDS FOR THEIR FUNCTIONAL CLASSIFICATION AS FOUND IN SECTION 1.1 OF THE DEVELOPMENT COORDINATION MANUAL AND ELSEWHERE THEREIN. THE IMPROVEMENTS SHALL INCLUDE BOTH DIRECTIONS OF TRAVEL, REGARDLESS OF WHETHER THE DEVELOPER'S LANDS ARE ON ONE OR BOTH SIDES OF THE ROAD. FRONTAGE IS DEFINED IN SECTION 1 OF THE DEVELOPMENT COORDINATION MANUAL, WHICH STATES "THIS LENGTH INCLUDES THE LENGTH OF ROADWAY PERPENDICULAR TO LINES CREATED BY THE PROJECTION OF THE OUTSIDE PARCEL CORNERS TO THE ROADWAY." QUESTIONS OR APPEALS OF THIS REQUIREMENT SHOULD BE DIRECTED TO THE DELDOT DIVISION REVIEW COORDINATOR IN WHOSE AREA THE DEVELOPMENT IS LOCATED.
- THE DEVELOPER SHOULD CONSTRUCT AN EASTBOUND LEFT-TURN LANE ON HOLLAND GLADE ROAD AT THE EXISTING ENTRANCE. THE DEVELOPER SHOULD CONTACT DELDOT'S DEVELOPMENT COORDINATION SECTION REGARDING THE DETAILS OF THE CONSTRUCTION.

APPROVED BY SUSSEX COUNTY PLANNING AND ZONING

COUNTY PROJECT REFERENCE NUMBER: (2019-32)

CHAIRMAN, PLANNING AND ZONING COMMISSION _____ DATE _____

PRESIDENT, SUSSEX COUNTY COUNCIL _____ DATE _____

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN. THE PLAN WAS MADE AT OUR DIRECTION. WE ACKNOWLEDGE THE SAME TO BE OUR ACT AND DESIRE THE PLAN BE RECORDED ACCORDING TO LAW.

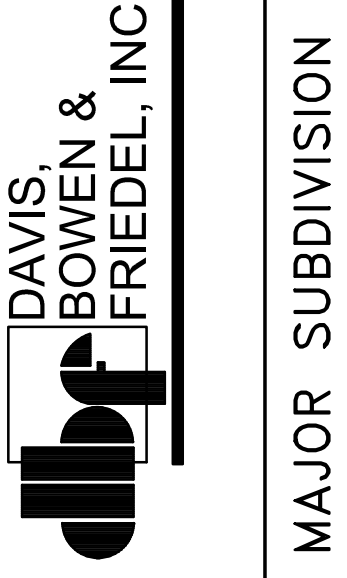
COROC/REHOBOTH III L.L.C. _____ DATE _____
 OWNER

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.

by RING W. LARDNER, P.E.
 DAVIS, BOWEN & FRIEDEL, INC.
 1 PARK AVENUE
 MILFORD, DELAWARE 19963

ARCHITECTS ENGINEERS SURVEYORS
 DAVIS, BOWEN & FRIEDEL, INC.
 1 PARK AVENUE
 MILFORD, DELAWARE 19963
 (302) 424-1441
 (410) 770-4744

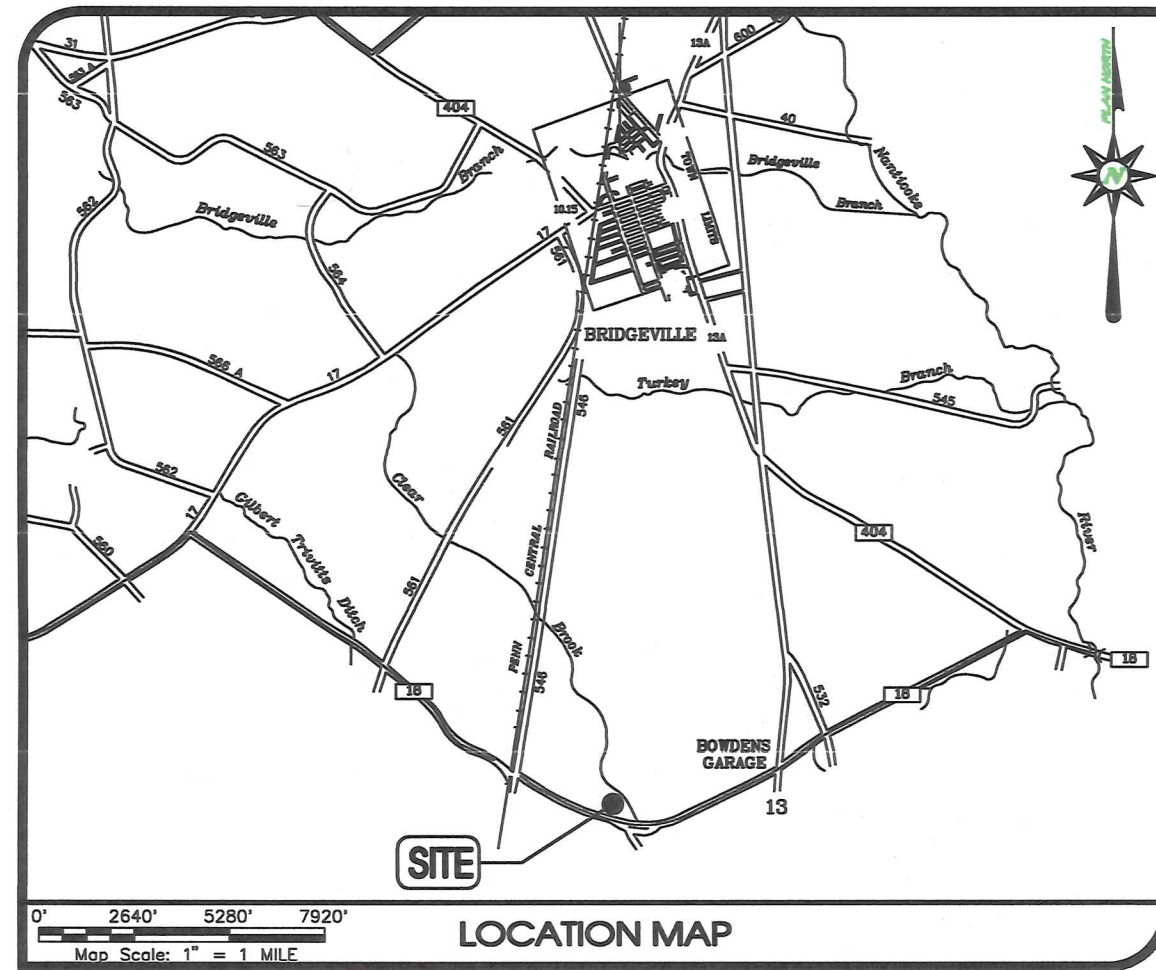


TANGER OUTLETS - SEASIDE EXPANSION
HOLLAND GLADE ROAD (SCR 271), REHOBOTH BEACH
LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, DE

Revisions:
 2020-07-20 SUSSEX P&Z COMMENTS
 2020-10-18 SCE COMMENTS
 2020-10-23 DELDOT COMMENTS
 2020-12-07 DELDOT COMMENTS

Date: DECEMBER 2019
 Scale: 1" = 50'
 Dwn.By: ACM
 Proj.No.: 1360C001
 Dwg.No.:

V-102



PLAN LEGEND

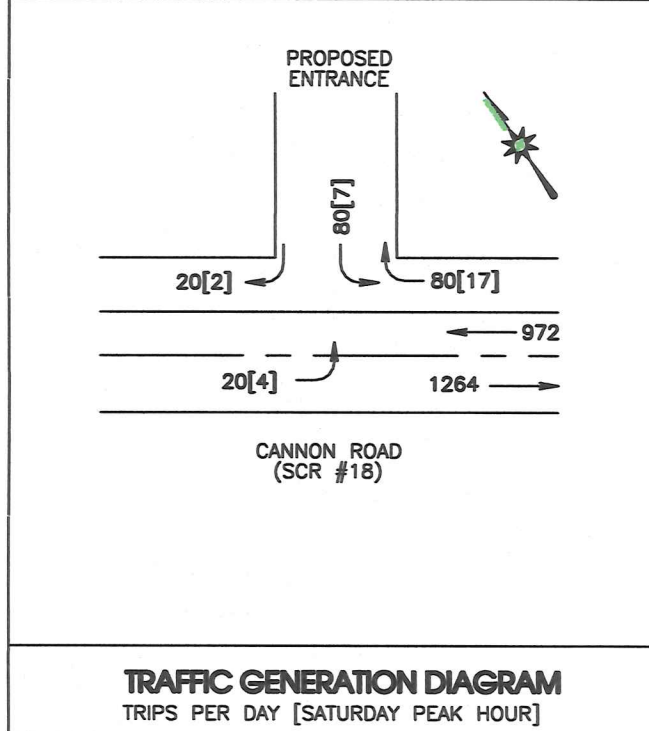
--- (dashed line)	SUPPLEMENTAL CONTOUR (1' INTERVAL)
--- (dashed line)	INDEX CONTOUR (5' INTERVAL)
--- (dashed line)	EXISTING PAVEMENT EXTENTS
--- (dashed line)	EXISTING PAVEMENT STRIPING
--- (dashed line)	EXISTING PROPERTY BOUNDARY
--- (dashed line)	ADJOINING PROPERTY LINE
--- (dashed line)	EXISTING STORM CULVERT
--- (dashed line)	PROPOSED EDGE OF PAVEMENT
--- (dashed line)	PROPOSED PAVEMENT STRIPING
--- (dashed line)	PROPOSED BUILDING RESTRICTION LINE
--- (dashed line)	FLOOD ZONE LIMITS
○ (circle)	PROPOSED POINT ON LINE

SITE DATA and ZONING SCHEDULE

TAX PARCEL No.:	131-18.00-33.00
PROPERTY ADDRESS:	8275 CANNON ROAD, BRIDGEVILLE, DE 19933
NET DEVELOPMENT AREA:	15.43 Acres
EXISTING NUMBER OF LOTS:	ONE (1)
EXISTING SITE USE:	RESIDENTIAL/AGRICULTURAL
PROPOSED NUMBER OF LOTS:	ONE (1)
PROPOSED SITE USE:	RECEPTION HALL
EXISTING ZONING:	AR-1 (AGRICULTURAL/RESIDENTIAL)
INVESTMENT LEVEL AREA:	LEVEL THREE (3)

NO TRANSPORTATION IMPROVEMENT DISTRICTS (TIDs) IN THE PROXIMITY OF THE PROJECT		
ORDINANCE ITEM	REQUIREMENT:	PROVIDED:
MINIMUM LOT AREA	32,670 Sq. Ft.	672,039 Sq. Ft.
MINIMUM LOT WIDTH	100 Ft.	1160.79 Ft.
MINIMUM LOT DEPTH	100 Ft.	806.8 Ft.
MINIMUM SETBACKS:		
FRONT	40 Ft.	40 Ft.
SIDE	15 Ft.	15 Ft.
REAR	20 Ft.	20 Ft.
MAXIMUM BUILDING HEIGHT	42 Ft./3 Stories	16 Ft./1 Story
PARKING SPACE QTY.	1/50 S.F.	96 SPACES
OCCUPANCY SPACE	4,200 S.F.=84 SPACES	
SEWER SERVICE	PRIVATE SEPTIC	
WATER SERVICE	PRIVATE WELL	
PROPERTY OWNER/DEVELOPER	HEARN GROUP, LLC 8275 CANNON ROAD BRIDGEVILLE, DE 19933 302.228.0787	

TRIP GENERATION - CANNON ROAD (SCR #18)
(FULL MOVEMENT)



ROAD TRAFFIC DATA:

FUNCTIONAL CLASSIFICATION - S-18 (CANNON ROAD) - MAJ. COLL.
POSTED SPEED LIMIT - 50 MPH
AADT = 2236 TRIPS (FROM 2019 DELDOT TRAFFIC SUMMARY)
10-YR PROJECTED AADT = 120 x 2236 TRIPS = 2684 TRIPS
10-YR PROJECTED AADT * SITE ADT = 2684 TRIPS
TRAFFIC PATTERN GROUP = 8 (FROM 2019 DELDOT TRAFFIC SUMMARY)
PEAK HOUR = 13.70% x 2684 = 368 TRIPS

SITE TRIPS GENERATED:

SOURCE: SITE SPECIFIC BASED ON DELDOT GUIDANCE

ONE ENTRANCE - FULL MOVEMENT
DESIGN VEHICLE: SU-30
SATURDAY = 200 TRIPS (100 IN/100 OUT)
SATURDAY MIDDAY PEAK: 30 TRIPS (21 IN/9 OUT)

TOTAL ADT FOR DEVELOPMENT (SATURDAY) = 200 TRIPS

DIRECTIONAL DISTRIBUTION:
20% TO AND FROM THE WEST: 40 TRIPS (8 SATURDAY PEAK)
80% TO AND FROM THE EAST: 160 TRIPS (24 SATURDAY PEAK)

5.0% TRUCKS & BUSES x 200 = 10 TRIPS

DELDOT SITE GENERAL NOTES

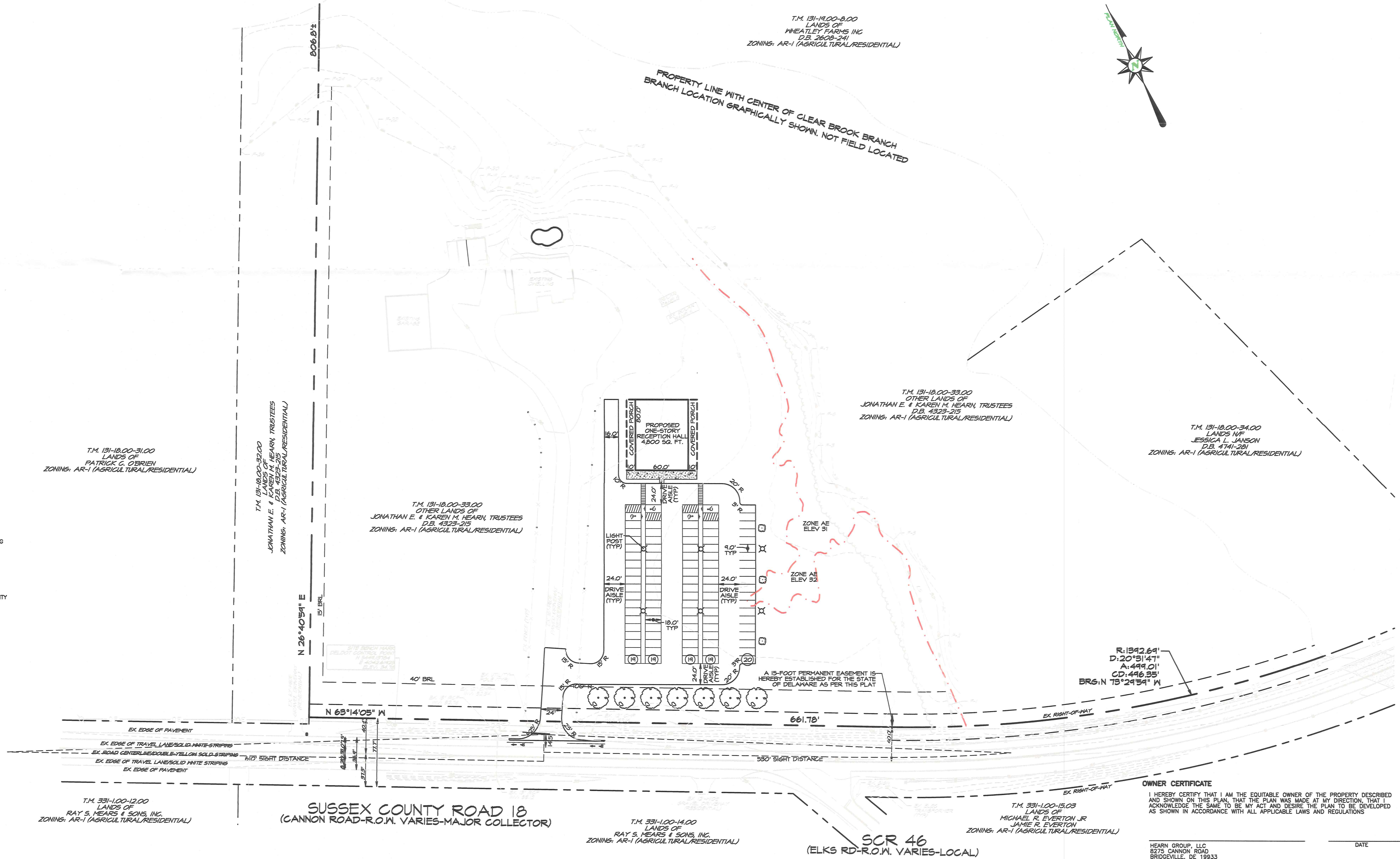
- LAST REVISED: MARCH 21, 2019
- ALL ENTRANCES SHALL CONFORM TO THE DELAWARE DEPARTMENT OF TRANSPORTATION'S (DELDOT'S) CURRENT DEVELOPMENT COORDINATION MANUAL AND SHALL BE SUBJECT TO ITS APPROVAL.
 - NO LANDSCAPING SHALL BE ALLOWED WITHIN THE RIGHT-OF-WAY UNLESS THE PLANS ARE COMPLIANT WITH SECTION 3.7 OF THE DEVELOPMENT COORDINATION MANUAL.
 - SHRUBBERY, PLANTINGS, SIGNS AND/OR OTHER VISUAL BARRIERS THAT COULD OBSTRUCT THE SIGHT TRIANGLE 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 IS OUTSIDE THE RIGHT-OF-WAY OR PROJECTS ONTO AN ADJACENT PROPERTY OWNER'S LAND, A SIGHT EASEMENT SHOULD BE ESTABLISHED AND RECORDED WITH THE AFFECTED PROPERTY OWNERS TO MAINTAIN THE REQUIRED SIGHT DISTANCE.
 - UPON COMPLETION OF THE CONSTRUCTION OF THE SIDEWALK OR SHARED-USE PATH ACROSS THIS PROJECT'S FRONTAGE AND PHYSICAL CONNECTION TO ADJACENT EXISTING FACILITIES, THE DEVELOPER, THE PROPERTY OWNERS OR BOTH ASSOCIATED WITH THIS PROJECT SHALL BE RESPONSIBLE TO REMOVE ANY EXISTING ROOTS IN CONNECTIONS LOCATED ALONG ADJACENT PROPERTIES, AND RESTORE THE AREA TO GRASS. SUCH ACTIONS SHALL BE COMPLETED AT DELDOT'S DISCRETION, AND IN CONFORMANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL.
 - PRIVATE STREETS CONSTRUCTED WITHIN THIS SUBDIVISION SHALL BE MAINTAINED BY THE DEVELOPER, THE PROPERTY OWNERS WITHIN THIS SUBDIVISION OR BOTH (TITLE 17 - 131). DELDOT ASSUMES NO RESPONSIBILITIES FOR THE FUTURE MAINTENANCE OF THESE STREETS.
 - THE SIDEWALK SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, THE PROPERTY OWNERS OR BOTH WITHIN THIS SUBDIVISION. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF THE SIDEWALK.
 - LOTS WILL BE PERMITTED TO HAVE ACCESS POINTS THAT COMPLY WITH THE DEVELOPMENT COORDINATION MANUAL (DCM) SPACING REQUIREMENTS OF CHAPTER 1 AND LIMITATIONS ON NUMBER OF ACCESS POINTS ESTABLISHED IN DCM CHAPTER 7. HORSESHOE DRIVEWAYS AND SECONDARY ENTRANCES REQUIRE ADDITIONAL DELDOT REVIEW AND SEPARATE PERMITTING, RESTRICTIONS AS DESCRIBED IN THE DCM CHAPTER 7 MAY PROHIBIT SOME SECONDARY ENTRANCE REQUESTS FROM BEING GRANTED.
 - TO MINIMIZE RUPTURE AND EROSION OF THE ROADSIDE DUE TO ON-STREET PARKING, DRIVEWAY AND BUILDING LAYOUTS MUST BE CONFIGURED TO ALLOW FOR VEHICLES TO BE STORED IN THE DRIVEWAY BEYOND THE RIGHT-OF-WAY, WITHOUT INTERFERING WITH SIDEWALK ACCESS AND CLEARANCE.
 - THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MONUMENTS IN ACCORDANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL.
 - THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MARKERS TO PROVIDE A PERMANENT REFERENCE FOR RE-ESTABLISHING THE RIGHT-OF-WAY AND PROPERTY CORNERS ON LOCAL AND HIGHER ORDER FRONTAGE ROADS. RIGHT-OF-WAY MARKERS SHALL BE SET AND/OR PLACED ALONG THE FRONTAGE ROAD RIGHT-OF-WAY AT PROPERTY CORNERS AND AT EACH CHANGE IN RIGHT-OF-WAY ALIGNMENT IN ACCORDANCE WITH SECTION 3.2.4.2 OF THE DEVELOPMENT COORDINATION MANUAL.

GENERAL NOTES

- THE PROJECT SITE IS KNOWN AS LANDS OF HEARN GROUP, LLC, (P.P. 131-18.00-33.00 (P/O)), AND IS LOCATED AT 8275 CANNON ROAD, BRIDGEVILLE, DE 19933.
- THE PROPERTY BOUNDS, EXISTING FEATURES AND TOPOGRAPHIC INFORMATION SHOWN ON THIS PLAN IS THE RESULT OF A FIELD SURVEY PERFORMED BY MILLER-LEWIS, INC. 1560 MIDDLEFORD ROAD, SEAFORD, DE 19773. VERTICAL DATUM IS NAVD83 AND HORIZONTAL DATUM IS DELAWARE STATE PLANE COORDINATE SYSTEM NAD83.
- THE PROPOSED DEVELOPMENT STREETS ARE TO BE PRIVATE AND MAINTAINED BY THE DEVELOPER/PROPERTY OWNER. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITIES FOR THE FUTURE MAINTENANCE OF THESE STREETS.
- ALL PROPOSED STORMWATER MANAGEMENT FACILITIES ARE TO BE MAINTAINED BY THE DEVELOPER/PROPERTY OWNER.
- 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.
- THE CONTRACTOR SHALL ENSURE THAT ALL NECESSARY PERMITS AND APPROVALS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF ANY SITE CONSTRUCTION ACTIVITIES.
- ALL CONTRACTORS WORKING ON THIS PROJECT SHALL COMPLY WITH THE REQUIREMENTS OF THE DELAWARE EROSION AND SEDIMENT CONTROL HANDBOOK (LATEST EDITION).
- CONSTRUCTION MATERIALS AND PROCEDURES SHALL FOLLOW THE DELAWARE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND STANDARD DRAWINGS (LATEST EDITION).
- EXISTING SUBSURFACE UTILITY INFORMATION INDICATED IS BASED UPON VISUAL FIELD INSPECTION BY MILLER-LEWIS, INC. SUCH INFORMATION CONCERNING THE SIZE, LOCATION, DEPTH, QUANTITY, ETC. OF SUBSURFACE UTILITIES IS APPROXIMATE IN NATURE AND HAS BEEN OBTAINED AS AN AND 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.
- BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) 100029 0253 K, MAP NUMBER 100050253K, DATED JUNE 20, 2020, PORTIONS OF THE SUBJECT PROPERTY ARE LOCATED IN A ZONE "X" UNSHADDED WHICH IS AN AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN. ZONE AE WITH A BASE FLOOD ELEVATION OF 31, AND ZONE AE WITH A BASE FLOOD ELEVATION OF 32.
- THE PROPERTY WAS INVESTIGATED BY BACK CREEK ENVIRONMENTAL CONSULTING, LLC IN DECEMBER 2019, AT WHICH TIME FEDERAL JURISDICTIONAL WETLANDS WERE FOUND ON THE SUBJECT PARCEL. NO STATE WETLANDS EXIST ON THE SUBJECT PROPERTY.
- ALL FIRE LANES, FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE DELAWARE STATE FIRE PREVENTION REGULATIONS.
- 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 MANNER 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.
- AUTOMATIC FIRE SPRINKLERS ARE NOT PROPOSED FOR THIS STRUCTURE.
- THE BUILDING WILL BE ACCESSIBLE TO EMERGENCY APPARATUS. A MINIMUM OF 50% OF THE BUILDING WILL BE ACCESSIBLE BY EMERGENCY SERVICES PERSONNEL.
- LOCATION OF FIRE LANES, THEIR WIDTHS, AND THEIR MARKINGS, FIRE LANE SIGNS, WORDING AND 4" LINES OF DEMARCATION, AND YELLOW PAINTED CURBING ARE TO BE SHOWN ON THE PLAN WHERE APPLICABLE.
- ALL PROPOSED LANDSCAPE BUFFERS ARE TO BE MAINTAINED BY THE PROPERTY OWNER/DEVELOPER.
- THE PROPOSED BUILDING TYPE IS NFPA V(000).
- THE PROPOSED SIGNAGE DEPICTED ON THE PLAN IS INDICATIVE ONLY. SEPARATE APPLICATIONS SHALL BE REQUIRED FOR ALL SIGNAGE.
- THE RECEPTION HALL SHALL BE ACCESSED FROM THE INTERIOR DRIVE AISLES ONLY. NO SECONDARY ACCESS TO SCR 18 SHALL BE PERMITTED.

CONDITIONS OF APPROVAL (CU 2226)

- APPROVED SEPTEMBER 29, 2020
- FOOD AND BEVERAGE SERVICE AND MUSIC OR SIMILAR ENTERTAINMENT IS PERMITTED, AS STATED BY THE APPLICANT. FOOD AND BEVERAGE SERVICE SHALL BE PROVIDED BY CATERING SERVICES, AS THERE WILL NOT BE ANY KITCHEN FACILITIES ON-SITE.
 - ALL PARKING AREAS SHALL BE SHOWN ON THE FINAL SITE PLAN. NO PARKING SHALL BE PERMITTED ON ANY NEARBY COUNTY ROADS.
 - ALL ENTRANCE LOCATIONS SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF DELDOT.
 - ALL EVENTS SHALL CONCLUDE PRIOR TO 10:30 AT NIGHT.
 - THE FINAL SITE PLAN SHALL BE SUBJECT TO REVIEW AND APPROVAL OF THE SUSSEX COUNTY PLANNING AND ZONING COMMISSION.



REVISIONS

NO. DATE DESCRIPTION

1 12/04/20 REVISED PLAN PER SUSSEX COUNTY ZAZ COMMENTS

DESIGN PROFESSIONAL DATE

HEARN GROUP, LLC
8275 CANNON ROAD
BRIDGEVILLE, DE 19933
Phone: 302.228.0787
Fax: 302.228.3344

JESSICA L. JANSON
D.B. 4741-201
ZONING: AR-1 (AGRICULTURAL/RESIDENTIAL)

JONATHAN E. & KAREN M. HEARN, TRUSTEES
D.B. 4323-215
ZONING: AR-1 (AGRICULTURAL/RESIDENTIAL)

JONATHAN E. & KAREN M. HEARN, TRUSTEES
D.B. 4323-215
ZONING: AR-1 (AGRICULTURAL/RESIDENTIAL)

THE KERCHEMER GROUP, INC.
CONSULTING & SYSTEMS ENGINEERING
37385 REDBORN AVE. UNIT 11 - REDBORN BEACH, DELAWARE 19871
302.854.8084 (Voice) 302.854.8084 (Fax) www.kerchergroup.com

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 DEVELOPED AS SHOWN IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS

HEARN GROUP, LLC
8275 CANNON ROAD
BRIDGEVILLE, DE 19933
Phone: 302.228.0787
Fax: 302.228.3344

DATE

CU #2226
SITE PLAN
LANDS OF HEARN GROUP, LLC
NORTH WEST FORK HUNDRED - SUSSEX COUNTY - DELAWARE

THE KERCHEMER GROUP, INC.
CONSULTING & SYSTEMS ENGINEERING
37385 REDBORN AVE. UNIT 11 - REDBORN BEACH, DELAWARE 19871
302.854.8084 (Voice) 302.854.8084 (Fax) www.kerchergroup.com

JOB No: 20-0305
PLAN DATE: May 5, 2020
SHEET No.: S1

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN IN RELATION TO TAX PARCEL NO. 235-13.00-29.00, 235-13.00-29.01 & 235-14.00-570.00

WHEREAS, on March 16th, 2020, the Sussex County Planning and Zoning Office received an application for Change of Zone No. 1923

WHEREAS, the Sussex County Council will consider Change of Zone No. 1923 from an AR-1 Agricultural Residential District to a HI-1 Heavy Industrial District for certain parcels of land lying and being in Broad Kill Hundred, Sussex County, containing 67.31 acres, more or less (The entirety of Tax Parcel No. 235-13.00-29.00, 235-13.00-29.01 & 235-14.00-570.00) (the “Property”); and

WHEREAS, the Property is designated as being within the Low Density Area as set forth in the Future Land Use Map identified as Figure 4.5-1 in the Plan, and the Low Density does not permit such HI-1 Zoning; and

WHEREAS, Sussex County Council desires to adopt this Ordinance amending the Future Land Use Map of the Plan with minor amendments; and

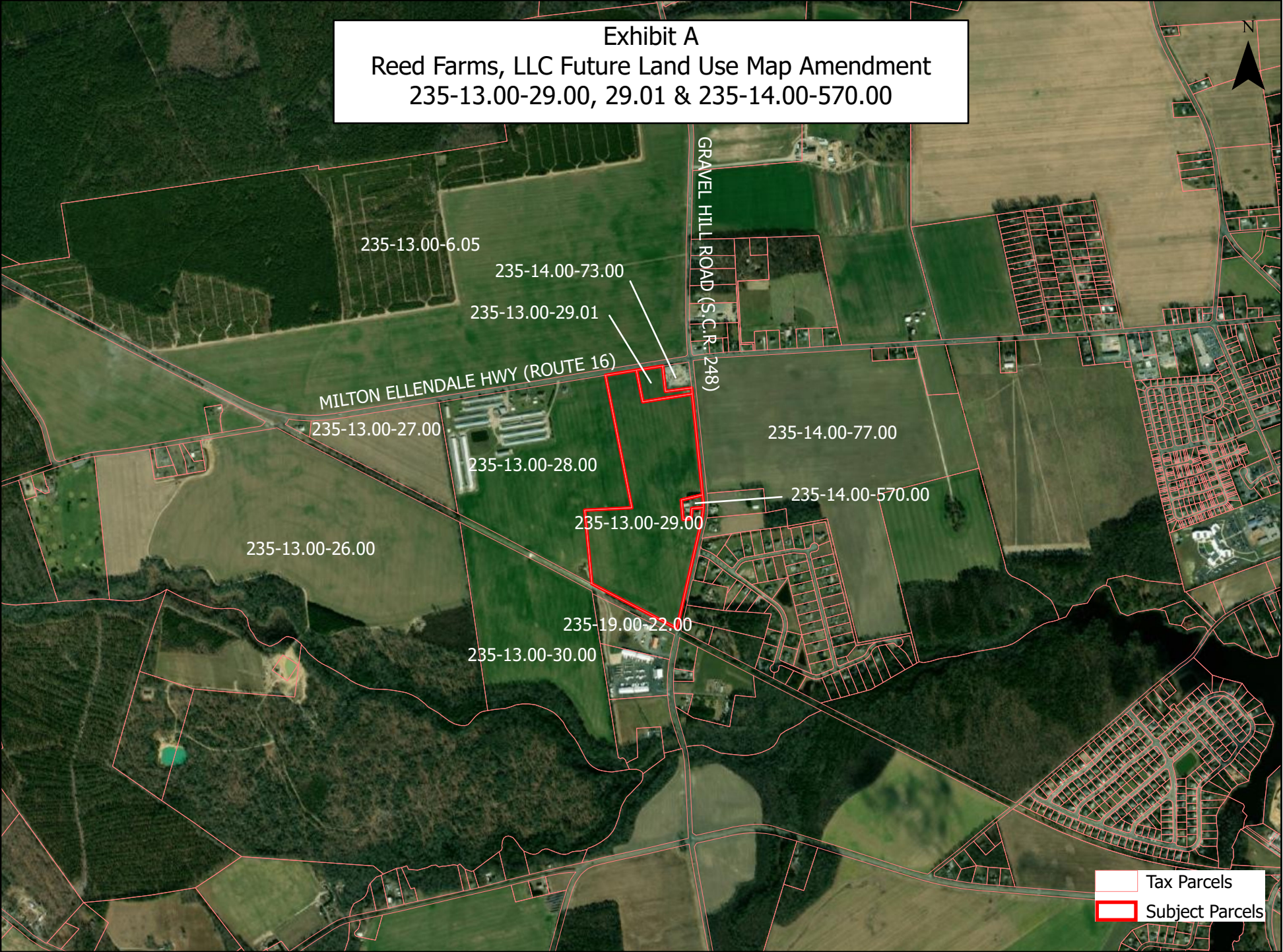
WHEREAS, in accordance with the required process for public hearings on ordinances such as this one, both Sussex County Council and the Sussex County Planning & Zoning Commission will hold public hearings on this Ordinance, but limited in scope to this specific proposed amendment to the Future Land Use Map contained in the Plan.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

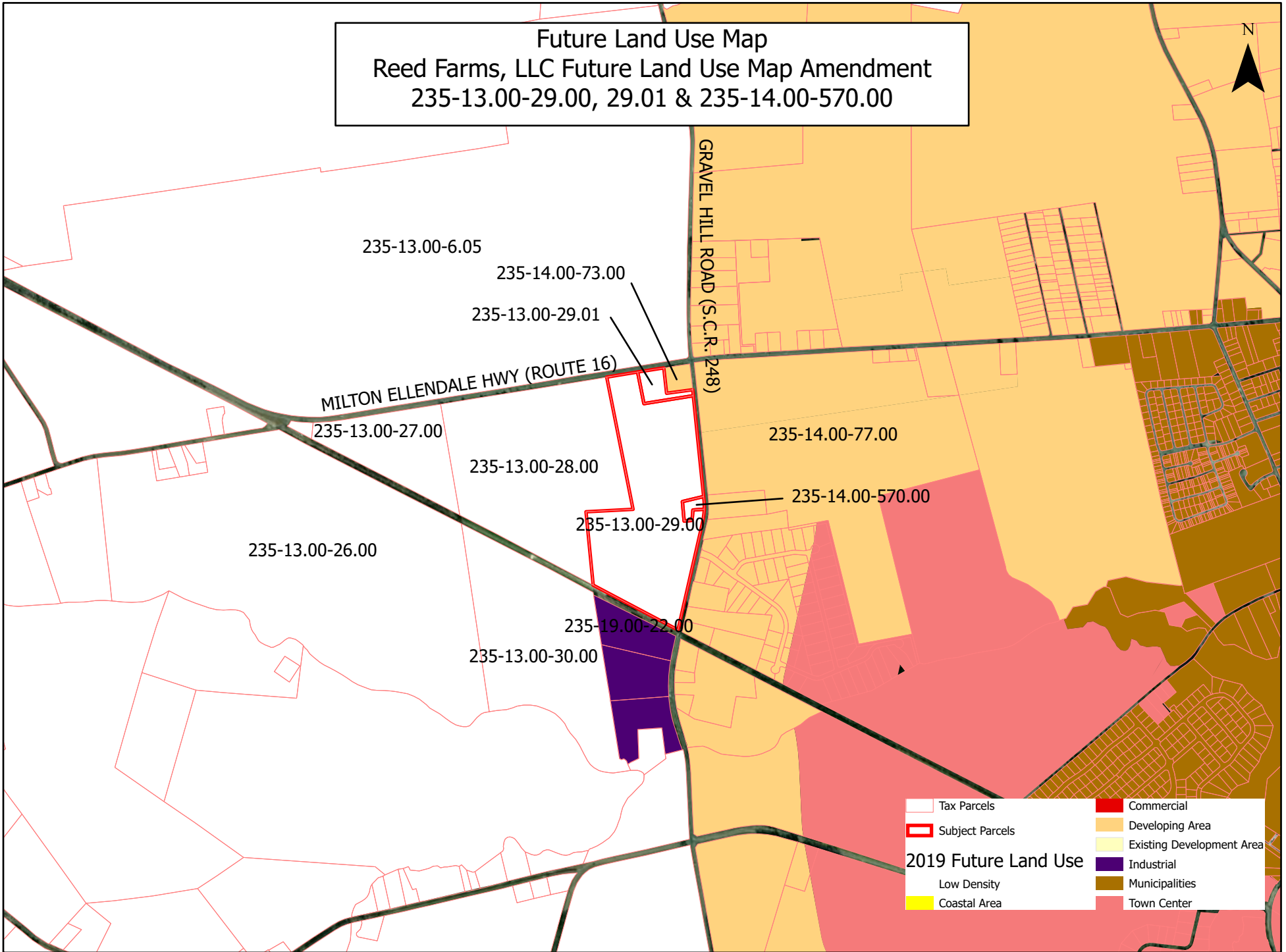
Section 1. The Future Land Use Map identified as Figure 4.5-1 of the Sussex County Comprehensive Plan is hereby amended to change the Area designation of Sussex County Parcels. No. 235-13.00-29.00, 235-13.00-29.01 & 235-14.00-570.00 from the Low Density Area to the Developing Area. The Sussex County Parcels. No. 235-13.00-29.00, 235-13.00-29.01 & 235-14.00-570.00 so changed is identified in Exhibit A, attached hereto and incorporated herein.

Section 2. This Ordinance shall also take effect following its adoption by majority vote of all members of the County Council of Sussex County, Delaware, and upon certification by the State of Delaware.

Exhibit A
Reed Farms, LLC Future Land Use Map Amendment
235-13.00-29.00, 29.01 & 235-14.00-570.00



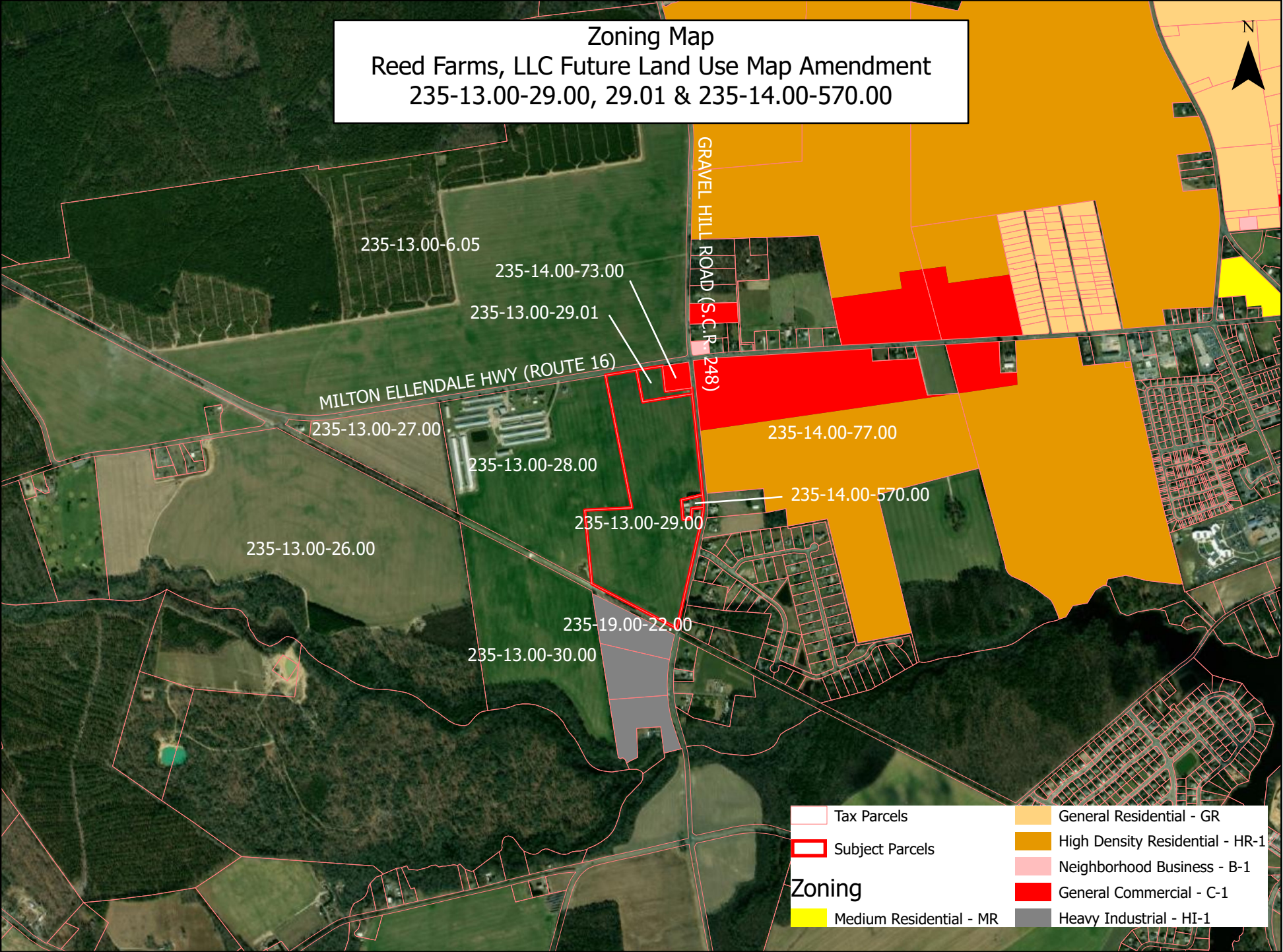
Future Land Use Map
Reed Farms, LLC Future Land Use Map Amendment
235-13.00-29.00, 29.01 & 235-14.00-570.00



	Tax Parcels		Commercial
	Subject Parcels		Developing Area
			Existing Development Area
			Industrial
			Municipalities
			Town Center
	Coastal Area		
			Low Density

2019 Future Land Use

Zoning Map
Reed Farms, LLC Future Land Use Map Amendment
235-13.00-29.00, 29.01 & 235-14.00-570.00



**Preliminary Land Use Service (PLUS) Application
Pre-Update Review Request
Municipal Comprehensive Plans
Comprehensive Plan Amendments
Municipal Ordinances
Delaware Office of State Planning Coordination**

122 Martin Luther King Jr. Blvd., South • Dover, DE 19901 • Phone: 302-739-3090 • Fax: 302-739-5661

All sections related to your project must be completed. Incomplete applications could lead to delays in scheduling your review. If you need assistance or clarification, please call the State Planning Office at (302) 739-3090.

REQUESTED REVIEW: Check one

Comprehensive Plan Pre-Update Review
Complete Sections 1 and 3 only

Comprehensive Plan or Update
Complete Sections 1 and 3 only

Comprehensive Plan Amendment
Complete Sections 1 and 2 only

Municipal Ordinance Review
Complete Sections 1 and 2 only

Date of most recently certified comprehensive plan:

Link to most recently certified comprehensive plan, if available:

If a link to the plan is not available, you must submit a copy of your plan with this application for a Pre-Update Review or a Comprehensive Plan Amendment.

**Preliminary Land Use Service (PLUS) Application
 Pre-Update Review Request
 Municipal Comprehensive Plans
 Comprehensive Plan Amendments
 Municipal Ordinances
 Delaware Office of State Planning Coordination**

122 Martin Luther King Jr. Blvd., South • Dover, DE 19901 • Phone: 302-739-3090 • Fax: 302-739-5661

SECTION 1: MUNICIPAL INFORMATION

Name of Municipality:	
Address:	Contact Person:
	Phone Number:
	Fax Number:
	E-mail Address:

Application prepared by:	
Address:	Contact Person:
	Phone Number:
	Fax Number:
	E-mail Address:

**Preliminary Land Use Service (PLUS) Application
Pre-Update Review Request
Municipal Comprehensive Plans
Comprehensive Plan Amendments
Municipal Ordinances
Delaware Office of State Planning Coordination**

122 Martin Luther King Jr. Blvd., South • Dover, DE 19901 • Phone: 302-739-3090 • Fax: 302-739-5661

**SECTION 2. COMPREHENSIVE PLAN AMENDMENT OR MUNICIPAL
ORDINANCE DESCRIPTION**

Please describe the submission.

PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN
KIM HOEY STEVENSON, VICE-CHAIRMAN
R. KELLER HOPKINS
J. BRUCE MEARS
HOLLY J. WINGATE



Sussex County

DELAWARE
sussexcountyde.gov
302-855-7878 T
302-854-5079 F
JAMIE WHITEHOUSE, MRTPI, AICP
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date: December 17, 2020

Application: CZ 1923 Reed Farms, LLC

Applicant: Reed Farms, LLC
12270 Rock Switch Road
Milton, DE 19968

Owner: Reed Farms, LLC
12270 Rock Switch Road
Milton, DE 19968

Site Location: The west side of Gravel Hill Rd. (Rt. 30) approximately 309 ft. south of Milton Ellendale Hwy. (Rt. 16), on the south side of Milton Ellendale Hwy. (Rt. 16) approximately 313 ft. west of Gravel Hill Rd. (Rt. 30), and on the west side of Gravel Hill Rd. (Rt. 30) approximately 1,596 ft. south of Milton Ellendale Hwy. (Rt. 16)

Current Zoning: AR-1 (Agricultural Residential Zoning District)

Proposed Zoning: HI-1 (Heavy Industrial Zoning District)

Comprehensive Land Use Plan Reference: Low Density

Councilmanic District: Mr. Burton

School District: Cape Henlopen School District

Fire District: Milton Fire Department

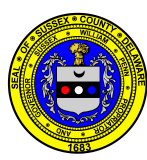
Sewer: Private

Water: Private

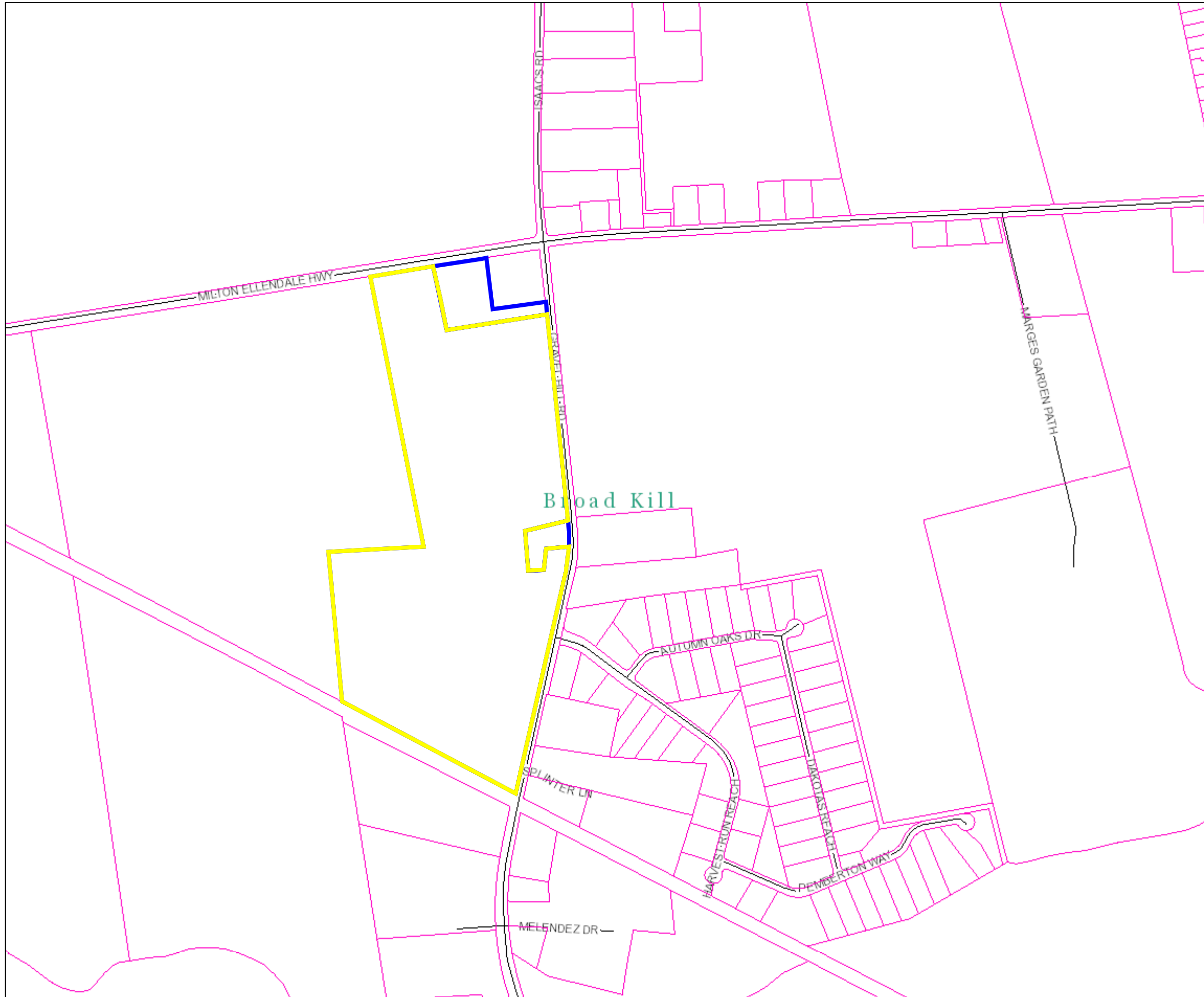
Site Area: 67.31 acres +/-

Tax Map ID.: 235-13.00-29.00, 235-13.00-29.01, & 235-14.00-570.00





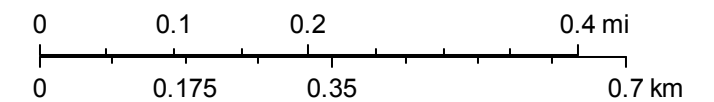
Sussex County

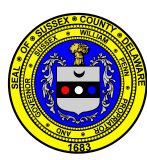


PIN:	235-13.00-29.00
Owner Name	REED FARMS LLC
Book	3754
Mailing Address	12270 ROCK SWITCH ST
City	MILTON
State	DE
Description	S/RT 16
Description 2	W/RT 30
Description 3	FX
Land Code	

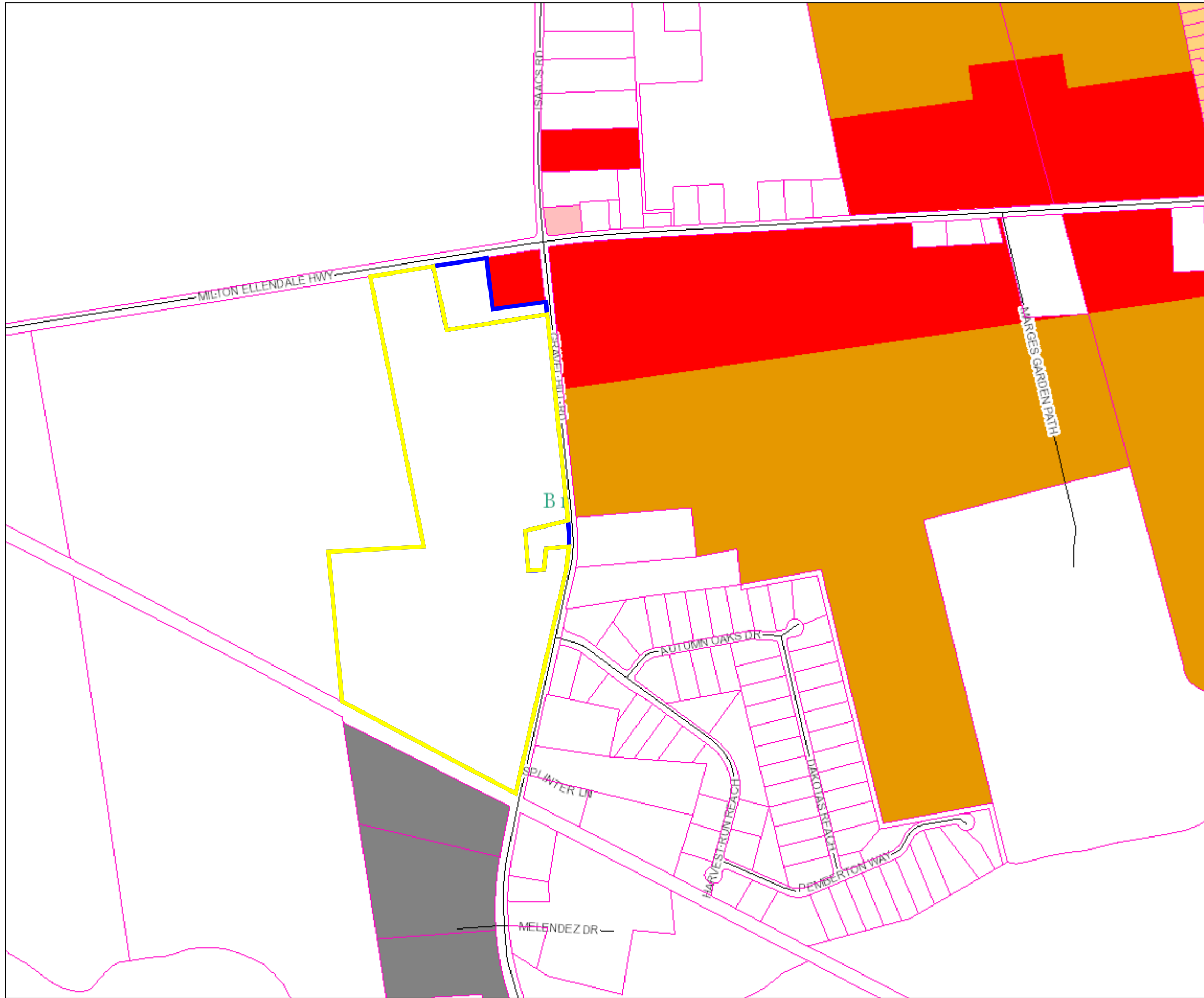
- polygonLayer**
Override 1
- polygonLayer**
Override 1
- Tax Parcels
- Streets
- Hundred Boundaries
- County Boundaries
- Tax Ditch Segments**
- Tax Ditch Channel
- Pond Feature
- Special Access ROW
- Extent of Right-of-Way
- Municipal Boundaries

1:9,028





Sussex County



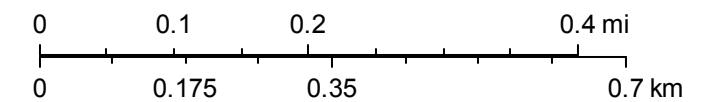
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Land Code	

- polygonLayer**

 - Override 1
- polygonLayer**

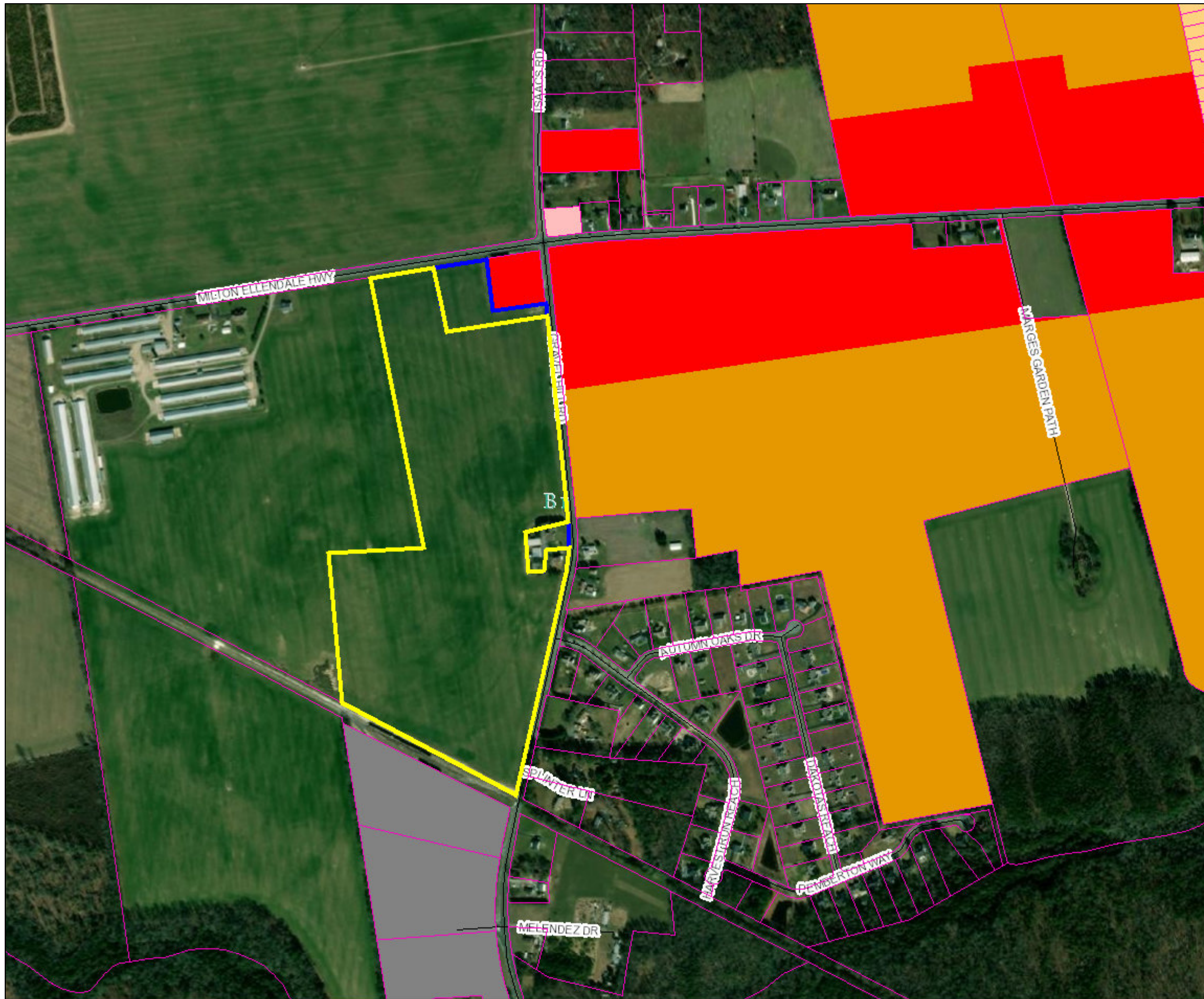
 - Override 1
- Tax Parcels
- Streets

1:9,028





Sussex County



PIN:	235-13.00-29.00
Owner Name	REED FARMS LLC
Book	3754
Mailing Address	12270 ROCK SWITCH ST
City	MILTON
State	DE
Description	S/RT 16
Description 2	W/RT 30
Description 3	FX
Land Code	

polygonLayer

Override 1

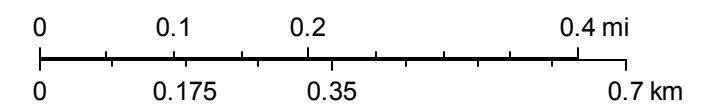
polygonLayer

Override 1

Tax Parcels

Streets

1:9,028



JAMIE WHITEHOUSE, AICP, MRTPI
DIRECTOR OF PLANNING & ZONING
(302) 855-7878 T
(302) 854-5079 F
jamie.whitehouse@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

To: Sussex County Planning Commission Members
From: Jamie Whitehouse, AICP, Planning & Zoning Director
CC: Vince Robertson, Assistant County Attorney and applicant
Date: December 8, 2020
RE: Staff Analysis for CZ 1923 Reed Farms, LLC

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CZ 1923 Reed Farms, LLC to be reviewed during the December 17, 2020 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Change of Zone for Tax Parcels 235-13.00-29.00, 235-13.00-29.01 and 235-14.00-570.00 to allow for a change of zone from an Agricultural Residential (AR-1) Zoning District to a Heavy Industrial (HI-1) District. The properties are lying on the west side of Gravel Hill Rd. (Rt. 30) and south side of Milton-Ellendale Hwy. (Rt. 16) in Milton DE. The size of the properties are approximately 63.25 acres +/-, 2.99 acres +/- and 1.06 acres +/- respectively.

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan, a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the subject properties 235-13.00-29.00, 235-13.00-29.01 & 235-14.00-570.00 have the land use designation of "Low Density." Each property to the north and west also has the "Low Density" designation. Properties to the east are designated "Developing Area". Properties to the south are designated "Industrial". The uses that the Low-Density Area land use designation recognizes are primarily agricultural activities and homes. Business development should be largely confined to businesses addressing the needs of these two uses. Industrial and agribusiness uses that support or depend on agriculture should be permitted. The focus of retail and office uses in Low Density should be providing convenience goods and services to nearby residents. Commercial uses in these residential areas should be limited in their location, size and hours of operation. More intense commercial uses should be avoided in these areas.

The 2018 Sussex County Comprehensive Plan outlines Zoning Districts by their applicability to each Future Land Use category. Under Table 4.5-2 "Zoning Districts Applicable to Future Land Use Categories", the Heavy Industrial (HI-1) Zoning District is not listed as an applicable zoning district the "Low Density" area.

Additionally, the subject property is currently within an Agricultural Residential (AR-1) Zoning District. Parcels to the north and west are also located within an Agricultural Residential (AR-1) Zoning District. Parcels to the north and east are located in a Commercial (C-1) Zoning District and High Density (HR-1) Residential Zoning District. Properties to the south are located in a Light Industrial (LI-2) Zoning District.



Since 2011, there have been no Change of Zone applications within a one-mile radius of the application site.

Based on the analysis of the surrounding zoning and uses, a Change of Zone to a Heavy Industrial (HI-1) Zoning District could be considered as having a degree of consistency with the land use, area zoning and surrounding uses.

However, as the Heavy Industrial Zoning District was not envisaged within areas designated as Low-Density on the Future Land Use Map of Sussex County, the Change of Zone application is accompanied by a separate request to amend the Future Land Use Map designation from Low-Density to the Developing Area.

File #: 02 1923

201908314

201908316

201908318

**Planning & Zoning Commission Application
Sussex County, Delaware**

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

Type of Application: (please check applicable)

Conditional Use

Zoning Map Amendment

Site Address of Conditional Use/Zoning Map Amendment

14888 GRAVEL HILL ROAD, MILTON DE

Type of Conditional Use Requested:

N/A

235-14.00-570.00

Tax Map #: 235-13.00-29.00 & 29.01 & ~~570.00~~ **Size of Parcel(s):** 67.31 ACRES

Current Zoning: AR-1 **Proposed Zoning:** HI-1 **Size of Building:** TBD

Land Use Classification: LOW DENSITY (ADJACENT AND ACROSS FROM DEVELOPING AREA.)

Water Provider: PRIVATE **Sewer Provider:** PRIVATE

Applicant Information

Applicant Name: REED FARMS LLC

Applicant Address: 12270 ROCK SWITCH ROAD

City: MILTON State: DE Zip Code: 19968

Phone #: (302) 542-7387 E-mail: RICHR@ATLANTICMILLWORK.COM

Owner Information

Owner Name: REED FARMS LLC

Owner Address: 12270 ROCK SWITCH ROAD

City: MILTON State: DE Zip Code: 19968

Phone #: (302) 542-7387 E-mail: RICHR@ATLANTICMILLWORK.COM

Agent/Attorney/Engineer Information

Agent/Attorney/Engineer Name: MARK H DAVIDSON | PENNONI ASSOCIATES INC

Agent/Attorney/Engineer Address: 18072 DAVIDSON DRIVE

City: MILTON State: DE Zip Code: 19968

Phone #: (302) 684-8030 E-mail: MDAVIDSON@PENNONI.COM



Check List for Sussex County Planning & Zoning Applications

The following shall be submitted with the application

- ✓ **Completed Application**
- ✓ **Provide eight (8) copies of the Site Plan or Survey of the property**
 - Survey shall show the location of existing or proposed building(s), building setbacks, parking area, proposed entrance location, etc.
 - Provide a PDF of Plans (may be e-mailed to a staff member)
 - Deed or Legal description
- ✓ **Provide Fee \$500.00** CHECK PREVIOUSLY SUBMITTED 201908314
- ✓ **Optional - Additional information for the Commission/Council to consider** (ex. architectural elevations, photos, exhibit books, etc.) If provided submit 8 copies and they shall be submitted a minimum of ten (10) days prior to the Planning Commission meeting.
- ✓ **Please be aware that Public Notice will be sent to property owners within 200 feet of the subject site and County staff will come out to the subject site, take photos and place a sign on the site stating the date and time of the Public Hearings for the application.**
- ✓ **DeIDOT Service Level Evaluation Request Response**
- ___ **PLUS Response Letter** (if required)

The undersigned hereby certifies that the forms, exhibits, and statements contained in any papers or plans submitted as a part of this application are true and correct.

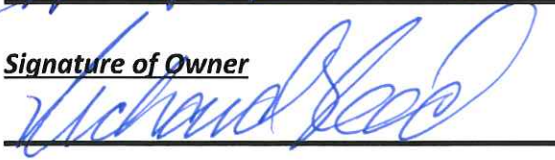
I also certify that I or an agent on my behalf shall attend all public hearing before the Planning and Zoning Commission and the Sussex County Council and any other hearing necessary for this application and that I will answer any questions to the best of my ability to respond to the present and future needs, the health, safety, morals, convenience, order, prosperity, and general welfare of the inhabitants of Sussex County, Delaware.

Signature of Applicant/Agent/Attorney



Date: _____

Signature of Owner



Date: _____

For office use only:

Date Submitted: 3/16/2020

Staff accepting application: can

Location of property: _____

Fee: \$500.00 Check #: 1046

Application & Case #: 201908314, 201908316, 201908318

Subdivision: _____

Date of PC Hearing: _____

Recommendation of PC Commission: _____

Date of CC Hearing: _____

Decision of CC: _____



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

JENNIFER COHAN
SECRETARY

June 4, 2019

Ms. Janelle Cornwell, Director
Sussex County Planning & Zoning
P.O. Box 417
Georgetown, DE 19947

Dear Ms. Cornwell:

The Department has completed its review of a Service Level Evaluation Request for the **Reed Farms, LLC** rezoning application, which we received on May 6, 2019. This application is for a 67.25-acre assemblage of parcels (Tax Parcels: 235-13.00-29.00, 235-13.00-29.01 & 235-14.00-570.00). The subject land is located on the south side of Delaware Route 16 and west of Delaware Route 30, just northwest of the Town of Milton. The subject land is currently zoned as AR-1 (Agricultural Residential) and the applicant is seeking to rezone the land to HI-1 (Heavy Industrial) to develop a variety of industrial uses.

Per the 2018 Delaware Vehicle Volume Summary, the annual average and summer average daily traffic volumes along the segment of Delaware Route 16 where the subject land is located, which is from Hummingbird Road (Sussex Road 227) to Delaware Route 5, are 7,310 and 9,408 vehicles per day, respectively. As the subject land also has frontage along Delaware Route 30, the annual average daily traffic volume along that road segment, which is from Sand Hill Road (Sussex Road 319) to Delaware Route 16, is 3,778 vehicles per day.

Our volume-based criteria for requiring a traffic impact study (TIS), addressed in Section 2.2.2.1 of the Development Coordination Manual, are that a development generates more than 500 trips per day or 50 trips during a weekly peak hour. While it seems that the above criteria could be met, we presently cannot predict the site's trip generation with enough accuracy to make a TIS useful. Thus, we recommend that this rezoning application be considered without a TIS and that the need for a TIS be evaluated when a subdivision or land development plan is proposed.

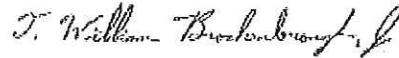
If the County approves this application, the applicant should be reminded that DeIDOT requires compliance with State regulations regarding plan approvals and entrance permits, whether or not a TIS is required.



Ms. Janelle M. Cornwell
Page 2 of 2
June 4, 2019

Please contact Mr. Claudy Joinville, at (302) 760-2124, if you have questions concerning this correspondence.

Sincerely,



T. William Brockenbrough, Jr.
County Coordinator
Development Coordination

TWB:cjm

cc: Constance C. Holland, Coordinator, Cabinet Committee on State Planning Issues
Reed Farms, LLC, Applicant
J. Marc Coté, Assistant Director, Development Coordination
Gemez Norwood, South District Public Works Manager, Maintenance & Operations
Susanne Laws, Sussex County Subdivision Coordinator, Development Coordination
Derek Sapp, Subdivision Manager, Development Coordination
Kevin Hickman, Subdivision Manager, Development Coordination
Brian Yates, Subdivision Manager, Development Coordination
John Andrescavage, Subdivision Manager, Development Coordination
Troy Brestel, Project Engineer, Development Coordination
Claudy Joinville, Project Engineer, Development Coordination

SUSSEX COUNTY ENGINEERING DEPARTMENT
UTILITY PLANNING DIVISION
C/U & C/Z COMMENTS

TO: **Jamie Whitehouse**

REVIEWER: **Chris Calio**

RECEIVED

DATE: **11/24/2020**

NOV 30 2020

APPLICATION: **CZ 1923 Reed Farms, LLC**

SUSSEX COUNTY
PLANNING & ZONING

APPLICANT: **Reed Farms, LLC**

FILE NO: **NCPA-5.03**

TAX MAP &
PARCEL(S): **235-13.00-29.00 & 29.01 & 235-14.00-570.00**

LOCATION: **West side of Gravel Hill Road (Rt. 30) approximately 309 ft. south of Milton-Ellendale Hwy (Rt. 16). South side of Milton-Ellendale Hwy (Rt. 16) approximately 313 ft. west of Gravel Hill Road (Rt. 30), and west side of Gravel Hill Road (Rt. 30) approximately 1,596 ft. south of Milton-Ellendale Hwy (Rt. 16).**

NO. OF UNITS: **Upzone from AR-1 to HI-1**

GROSS
ACREAGE: **67.31**

SYSTEM DESIGN ASSUMPTION, MAXIMUM NO. OF UNITS/ACRE: **2**

SEWER:

(1). Is the project in a County operated and maintained sanitary sewer and/or water district?

Yes

No

- a. If yes, see question (2).
- b. If no, see question (7).

(2). Which County Tier Area is project in? **Tier 3**

(3). Is wastewater capacity available for the project? **N/A** If not, what capacity is available? **N/A**.

(4). Is a Construction Agreement required? **No** If yes, contact Utility Engineering at (302) 855-7717.

(5). Are there any System Connection Charge (SCC) credits for the project? **No** If yes, how many? **N/A**. Is it likely that additional SCCs will be required? **N/A**

If yes, the current System Connection Charge Rate is **Unified \$6,360.00** per EDU. Please contact **N/A** at **302-855-7719** for additional information on charges.

(6). Is the project capable of being annexed into a Sussex County sanitary sewer district? **No**

Attached is a copy of the Policy for Extending District Boundaries in a Sussex County Water and/or Sanitary Sewer District.

(7). Is project adjacent to the Unified Sewer District? **No**

(8). Comments: **The proposed Change of Zone is not in an area where the Sussex County Engineering Department has a schedule to provide sanitary sewer service. Portions of the Change of Zone are contiguous to the Growth and Annexation area of the Town of Milton**

(9). Is a Sewer System Concept Evaluation required? **No**

(10). Is a Use of Existing Infrastructure Agreement Required? **No**

UTILITY PLANNING APPROVAL:



John J. Ashman
Director of Utility Planning

Xc: Hans M. Medlarz, P.E.
Lisa Walls
No Permit Tech Assigned



November 5, 2020

Sussex County Planning & Zoning Commission
2 The Circle
Georgetown, DE 19947

**RE: CZ 1923 REED FARMS, LLC
TAX MAP 235-13.00-29.00 & 29.01 and 235-14.00-570 | 67.31+/- ACRES
DELAWARE ROUTE 30 and DELAWARE ROUTE 16 | BROADKILN HUNDRED
SUSSEX COUNTY | DE**

Dear Commissioners:

The Delmarva Central Railroad Company (DCR), a subsidiary of Carload Express Inc. (CEI), operates 188 miles of rail line in Delaware, Maryland, and Virginia. Locally, the line runs from Harrington to Frankford with branches to Milton and Gravel Hill. DCR interchanges with Norfolk Southern, as well as the Maryland & Delaware Railroad in several locations on the Delmarva Peninsula. DCR is managed locally from offices in Harrington, Delaware. Freight operations are based out of Harrington, Dover, Seaford and Delmar.

Our railroads play a key role in bringing together potential new customers with property owners, local industrial development, and other key players in the industrial development process. Our railroads have helped bring multiple new customers to the region, providing valuable jobs to the communities we serve.

According to Sussex County's 2019 Comprehensive Plan, *The County's goods movement (freight) network is an integral component of the transportation network as well as the economy. However, the main element of the freight network is the roadway system, which carries trucks (motor freight).* The use of rail freight lines helps reduce the number of "motor freight" on the local roadway system by moving shipments of goods inbound and outbound from Sussex County. Oversize and overweight shipments are most economically shipped by rail and avoid many of the difficulties of an oversized truck shipment. This helps alleviate level of service concerns for the local roadway system.

"One means of reducing truck impacts is to shift more freight to rail..." 2019 The Sussex Plan

The Reed Family application to rezone to heavy industrial provides for a variety of industrial uses that will serve the community and will utilize DCR's existing rail service which is well-situated on heavy commerce routes between the populous east coast and the industrial and agricultural heartlands of the USA. We support the rezoning application and ask that the County look favorable in their mission to provide economic opportunities within Sussex County.

Respectfully submitted,

CARLOAD EXPRESS, INC.

Cliff Grunstra
Chief Marketing Officer



Delmarva Central Railroad

101 Delaware Ave.

Harrington, DE 19952

Ph: (412) 780-7767

cliffgrunstra@carloadexpress.com

Allegheny Valley Railroad
Delmarva Central Railroad
Southwest Pennsylvania Railroad
Ohio Terminal Railway

Russell Warrington

From: webmaster@sussexcountyde.gov on behalf of Sussex County DE
<webmaster@sussexcountyde.gov>
Sent: Tuesday, December 8, 2020 12:08 PM
To: Planning and Zoning
Subject: Submission from: Planning & Zoning Commission contact form

RECIPIENTS: Jamie Whitehouse

Submitted on Tuesday, December 8, 2020 - 12:07pm

Name: Jordan Reynolds

Email address: jordanleereynolds@yahoo.com Phone number: 3028412131

Subject: CZ1923 Reed family farms rezoning

Message:

My name is Jordan Reynolds I live directly across the street from the property being rezoned. I have no real issues being a neighbor to a property zoned heavy industrial. The Baker parcel adjacent to the Reed property was zoned heavy industrial years ago and they have been great neighbors. Hopefully any new businesses will be the same.

The one thing I ask the county to consider is some sort of vegetative buffer for the residents along RT 30. In my opinion the biggest negative to this land use can be the large amount of lighting they often have. Noises and smells can be an issue and is somewhat expected. But at night when everyone is gone residents are often left with the overwhelming amount of light on the site. For us, so much quality of life can be preserved with the vegetative buffer I'm asking the county to consider as a requirement for the developer. I hope you feel my concerns are warranted. Thank you for your time.

ARTICLE XV HI-1 HEAVY INDUSTRIAL DISTRICT

§ 115-109 PURPOSE.

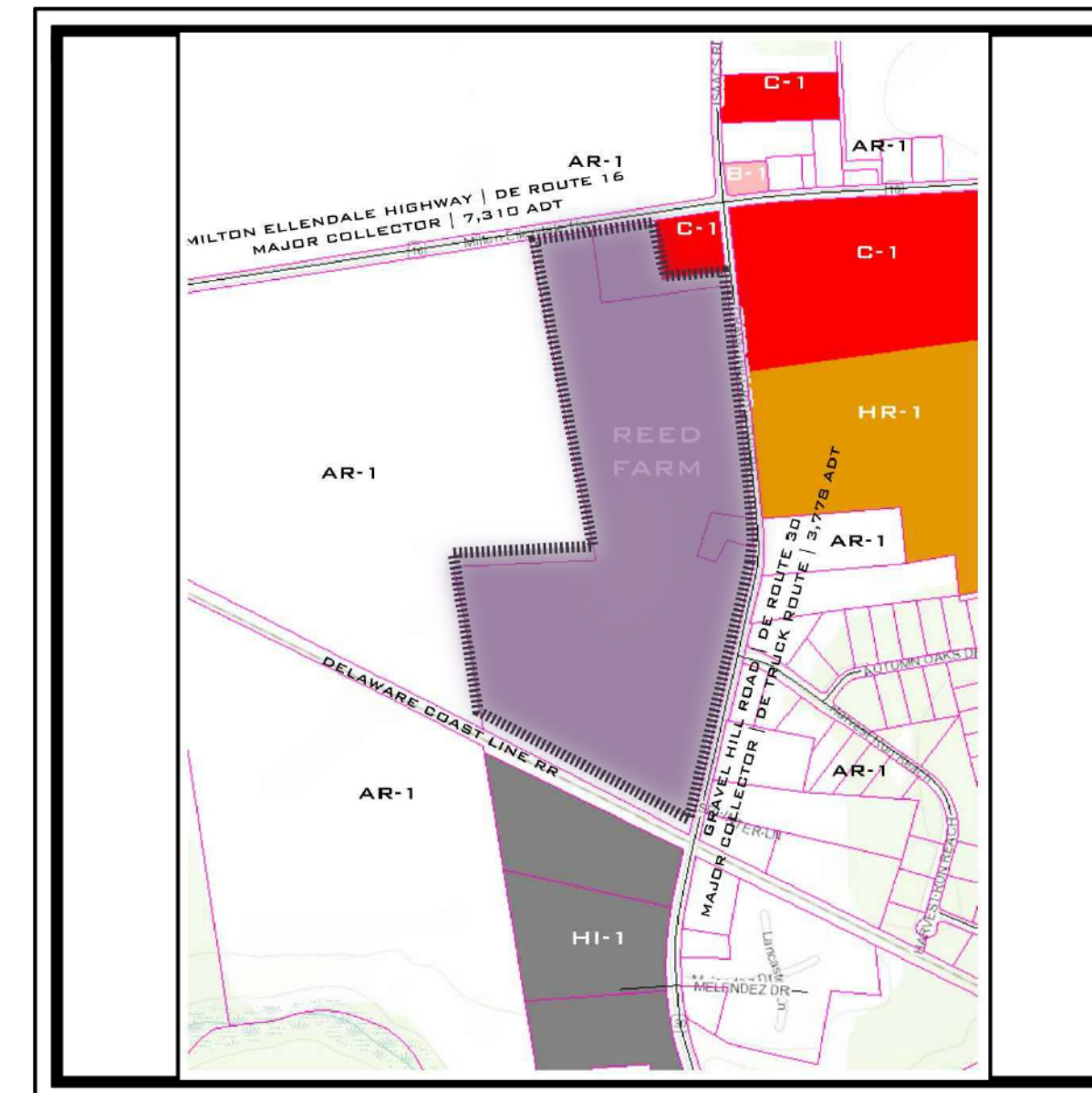
THE PURPOSE OF THIS DISTRICT IS TO PROVIDE FOR A VARIETY OF INDUSTRIAL OPERATIONS BUT TO RESTRICT OR PROHIBIT THOSE INDUSTRIES WHICH HAVE CHARACTERISTICS LIKELY TO PRODUCE SERIOUS ADVERSE EFFECTS WITHIN OR BEYOND THE LIMITS OF THE DISTRICT. CERTAIN POTENTIALLY HAZARDOUS INDUSTRIES ARE PERMITTED ONLY AFTER PUBLIC HEARINGS AND REVIEW TO ASSURE PROTECTION OF THE PUBLIC INTEREST AND SURROUNDING PROPERTY AND PERSONS. IT IS THE INTENTION OF THE DISTRICT TO PRESERVE THE LAND IN THE DISTRICT FOR INDUSTRIAL USE AND TO EXCLUDE NEW RESIDENTIAL OR COMMERCIAL DEVELOPMENT, EXCEPT FOR CERTAIN SPECIFIED USES DEEMED APPROPRIATE ADJUNCTS TO INDUSTRIAL OPERATIONS.

THE PROPERTY IS LOCATED WITHIN A LOW DENSITY AREA AS DESIGNATED IN THE 2019 COMPREHENSIVE PLAN (THE SUSSEX PLAN). THE SUSSEX PLAN IS THE COUNTY'S OFFICIAL POLICY GUIDE FOR FUTURE DEVELOPMENT-RELATED DECISIONS. THE PLAN IS LONG-RANGE IN NATURE AND PROVIDES A FRAMEWORK FOR COUNTY RESIDENTS AND DECISION-MAKERS TO "CONCEPTUALIZE" HOW THE COUNTY SHOULD LOOK AND FUNCTION. WHILE THE COMPREHENSIVE PLAN ACTS AS A POLICY GUIDE FOR FUTURE DEVELOPMENT AND DECISION-MAKING, COUNTY CODE REGULATES THE USE OF LAND.

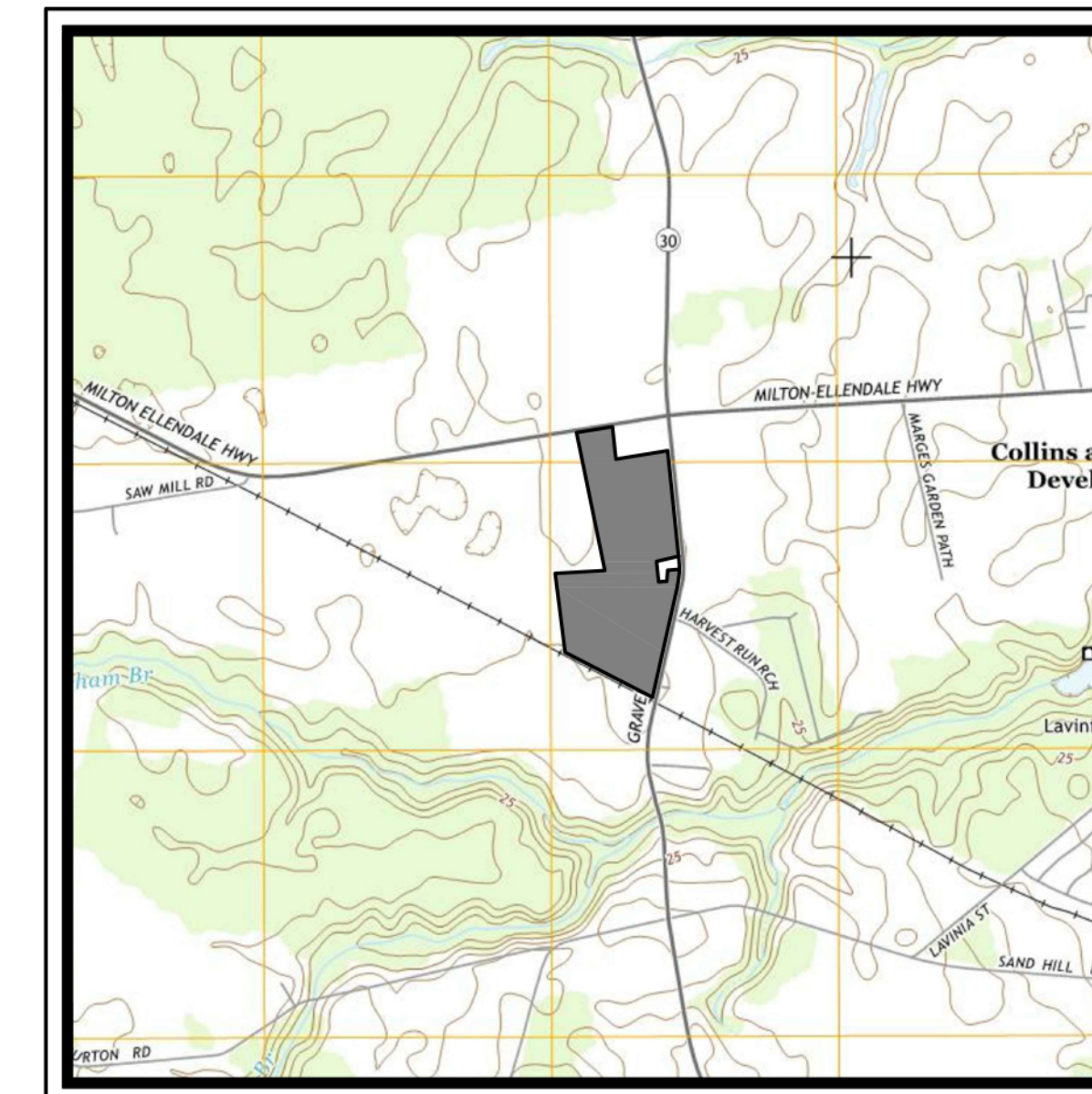
DELAWARE ROUTE 30 IS A MAJOR COLLECTOR AND A TRUCK ROUTE. THE USE OF RAIL FREIGHT LINES HELPS REDUCE THE NUMBER OF "MOTOR FREIGHT" ON THE LOCAL ROADWAY SYSTEM BY MOVING SHIPMENTS OF GOODS INBOUND AND OUTBOUND FROM SUSSEX COUNTY. "ONE MEANS OF REDUCING TRUCK IMPACTS IS TO SHIFT MORE FREIGHT TO RAIL..." 2019 THE SUSSEX PLAN

IF FUTURE REZONING'S SHOULD BE GENERALLY CONSISTENT WITH FUTURE LAND USE PLANS, AND THE FUTURE LAND USE PLAN REVISES AND EXPANDS THE EXISTING PLANNING AREAS, THEN THE PLAN SUGGESTS THAT "THESE PLANNING AREAS PROVIDE THE LOGIC AND RATIONALE FOR THE COUNTY'S ZONING." (PAGE 4-8) IT IS IMPORTANT TO NOTE THAT THE LAND USE CLASSIFICATIONS WITHIN THE FUTURE LAND USE PLAN ARE NOT ZONING DISTRICTS, AND THE CLASSIFICATIONS CAN INCLUDE MULTIPLE ZONING DISTRICTS WITHIN THEM AS SUGGESTED WITHIN TABLE 4-5-2. THE PLAN CONTINUES TO OUTLINE "THAT MULTIPLE ZONING DISTRICTS CAN BE APPROPRIATE IN A GIVEN PLANNING AREA, DEPENDING ON A VARIETY OF CIRCUMSTANCES THAT MAY BE RELEVANT TO A PARTICULAR PARCEL OF LAND IN THAT PLANNING AREA. THE PLAN FURTHER STATES THAT "IT IS IMPORTANT TO RECOGNIZE THAT OTHER FACTORS COME INTO PLAY WHEN DETERMINING WHICH ZONING DISTRICTS ARE APPROPRIATE FOR EACH LAND USE CLASSIFICATION." (PAGE 4-8) THE ZONING ORDINANCE CONTAINS THE DETAILED REGULATIONS FOR IMPLEMENTING THE POLICIES. IN ADDITION TO THE ZONING ORDINANCE, THE COUNTY USED THE FOLLOWING GUIDELINES TO HELP DETERMINE WHERE GROWTH AREAS SHOULD BE LOCATED: (PAGE 4-9)

- PROXIMITY TO AN INCORPORATED MUNICIPALITY OR A MUNICIPAL ANNEXATION AREA.
- PRESENCE OF EXISTING PUBLIC SEWER AND PUBLIC WATER SERVICE NEARBY.
- PLANS BY THE COUNTY TO PROVIDE PUBLIC SEWAGE SERVICE WITHIN FIVE YEARS.
- LOCATION ON OR NEAR A MAJOR ROAD OR INTERSECTION.
- CHARACTER AND INTENSITY OF SURROUNDING DEVELOPMENT, INCLUDING PROPOSED DEVELOPMENT.
- LOCATION RELATIVE TO MAJOR PRESERVED LANDS.
- LOCATION OF WATER BODIES.



ZONING MAP
Scale: Not To Scale



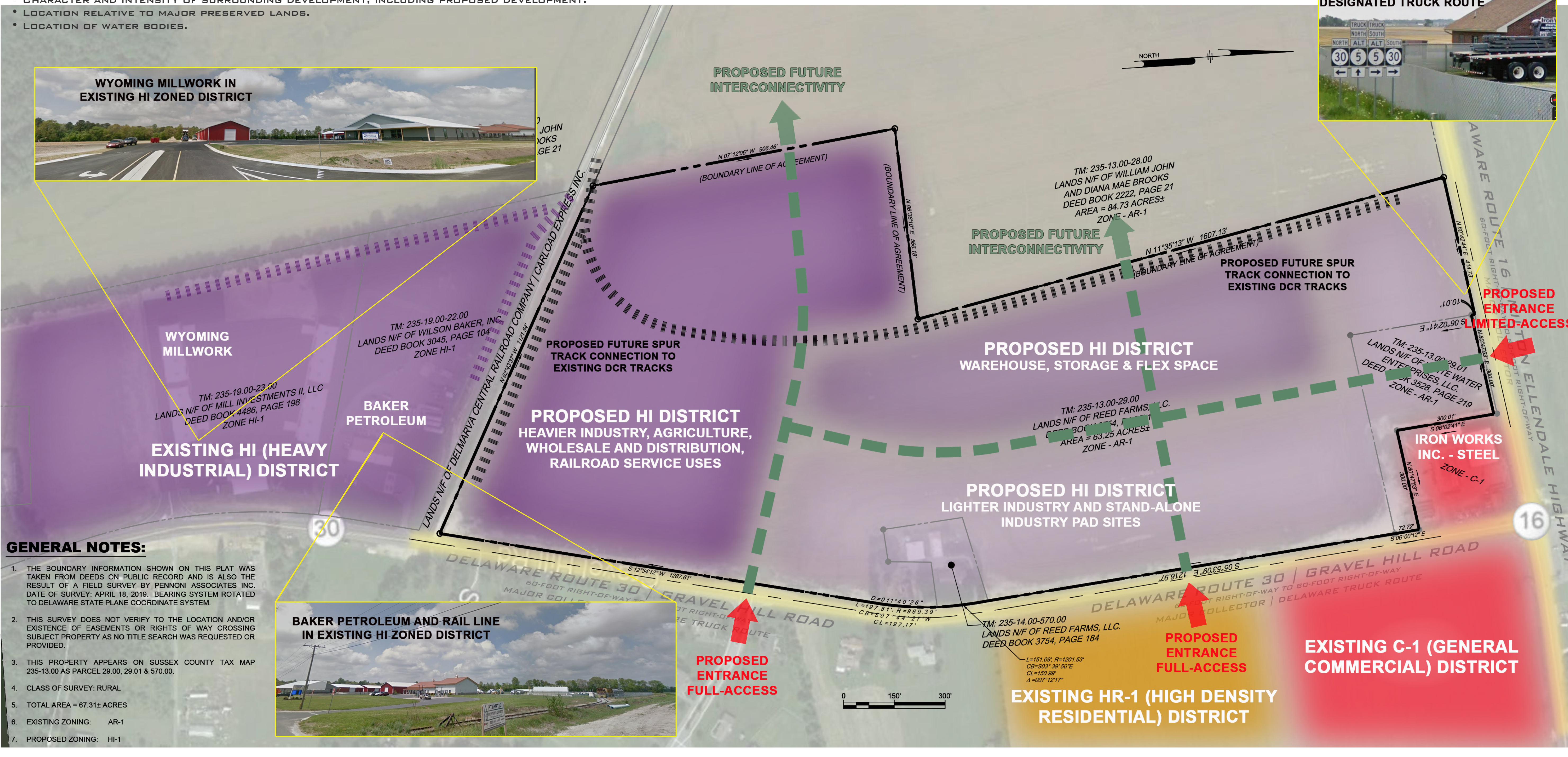
VICINITY MAP
Scale: 1" = 2000'



WYOMING MILLWORK IN EXISTING HI ZONED DISTRICT



ALT 5 (RT 30 SOUTH) DESIGNATED TRUCK ROUTE



GENERAL NOTES:

1. THE BOUNDARY INFORMATION SHOWN ON THIS PLAT WAS TAKEN FROM DEEDS ON PUBLIC RECORD AND IS ALSO THE RESULT OF A FIELD SURVEY BY PENNONI ASSOCIATES INC. DATE OF SURVEY: APRIL 18, 2019. BEARING SYSTEM ROTATED TO DELAWARE STATE PLANE COORDINATE SYSTEM.
2. THIS SURVEY DOES NOT VERIFY TO THE LOCATION AND/OR EXISTENCE OF EASEMENTS OR RIGHTS OF WAY CROSSING SUBJECT PROPERTY AS NO TITLE SEARCH WAS REQUESTED OR PROVIDED.
3. THIS PROPERTY APPEARS ON SUSSEX COUNTY TAX MAP 235-13.00 AS PARCEL 29.00, 29.01 & 570.00.
4. CLASS OF SURVEY: RURAL
5. TOTAL AREA = 67.31± ACRES
6. EXISTING ZONING: AR-1
7. PROPOSED ZONING: HI-1



BAKER PETROLEUM AND RAIL LINE IN EXISTING HI ZONED DISTRICT

Pennon
PENNONI ASSOCIATES INC.
18072 Davidson Drive
Milton, DE 19968
T 302.684.9030 F 302.684.8054

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

LANDS N/F OF REED FARMS, LLC.
14888 GRAVEL HILL ROAD, MILTON, DELAWARE 19968
BROADKILL HUNDRED, SUSSEX COUNTY, DELAWARE
HI-1 BUBBLE PLAN
TM: 235-13.00-29.00, 29.01 & 235-14.00-570.00
REED FARMS, LLC
12270 ROCK SWITCH ROAD
MILTON, DELAWARE 19968

NO.	DATE	REVISIONS	BY
1	7/19/2019	REVISED PER P & Z COMMENTS	KMD

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE. TO PENNONI ASSOCIATES AND OWNERS SMALL BUSINESS AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT: RDRFRM19001
DATE: 2019-09-24
DRAWING SCALE: 1" = 150'
DRAWN BY: MHD
APPROVED BY: MHD/AMD

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TAB 5 DCR SUPPORT LETTER

- a. DCR SUPPORT LETTER 11-05-2020

Mark H. Davidson / Vice President

Principal Land Planner/Office Director

EDUCATION

University of Delaware; Civil Engineering, (1986-1990)

Land Surveying, Delaware Technical & Community College (1984-1986) and Wastewater Microbiology Diploma (1997)

Land Planning, Institute for Public Administration (2006)

CERTIFICATIONS

DNREC Class A Percolation Tester & Class B Septic Designer, (DE #2418)

Sediment & Stormwater Management, Responsible Personnel, DE (#8760) and MD (#4914)

DNREC Certified Construction Reviewer: DE (#1270)

Delaware Notary

TRAININGS

Hydrology, Delaware TR-20 (1993)

Reducing Flood Hazard in Coastal Development (1996)

Law for Managers/Supervisors (1999)

State and Federal Laws (2000)

Advanced Real Estate Law in Delaware (2002)

Land Conservation and Historic Preservation (2003)

Land Surveying Business Diploma (1998)

Project Manager Training I, Pennoni (2015)

PROFESSIONAL AFFILIATIONS

National Onsite Wastewater Recycling Association

Delaware Onsite Wastewater Recycling Association

American Planning Association

American Institute of Certified Planners

HONORS/AWARDS

Association of Professionals Philanthropy, Brandywine Chapter Fundraising Nominee (2014)

Notable Networker Award, BNI (2013)

EXPERIENCE SUMMARY

Mark H. Davidson serves as Vice President of Pennoni and Office Director for our Southern Delaware, Milton Office. Mark also serves as the Principal Land Planner for Pennoni. He has over 35-years of past experience in Surveying, Engineering, Consulting, Construction and Land Planning. For 12-years he owned a professional engineering, surveying, land planning, environmental and consulting firm that provided professional consulting and design in land planning for residential, industrial, institutional, municipal and commercial applications to a wide range of clients in Delaware and Maryland. Mr. Davidson's project experience includes land development planning, surveying, engineering, environmental design and permitting; construction and project consulting, management and inspection; water resource consulting, management and inspection and municipal consulting, planning and inspection for residential, industrial, institutional, municipal and commercial applications.

Mark is a past director of the Delaware Onsite Wastewater Recycling Association as well as a member of the American Planning Association, American Institute of Certified Planners and has served in the past as a committee member of Delaware Low Impact Development Roundtable Committee, Delaware Pollution Control Strategy Committee, Delaware Sediment & Stormwater Regulatory Advisory Committee, and the Delaware Technical & Community College A/E Curriculum Committee. He was also nominated for the Brandywine Chapter Association of Fundraising Professionals Philanthropy Award and has won the BNI Notable Networker Award.

Along with all the experience and education stated and with many years of combined experience in Surveying, Engineering, Consulting and Land Planning, he has been responsible for providing consulting, layout and design in surveying, engineering and land planning for residential, industrial, institutional, municipal and commercial applications to a wide range of clients in Delaware, Maryland, Virginia and West Virginia. He has project managed, studied, planned, surveyed, designed and engineered sustainable, master-planned communities, commercial and urban redevelopment projects, and the public infrastructure that supports them.

Mark has provided nationwide land planning consulting services to a variety of clientele to help coordinate project startups as well as final construction consulting services when it came to commercial, residential, industrial, municipal, educational and community land planning. Provided additional consulting in civil/site engineering, stormwater management, erosion and sediment control, wastewater collection and disposal, transportation, and environmental. Market areas practiced; Delaware, Maryland, West Virginia, Virginia, North Carolina, South Carolina, North Dakota, Puerto Rico, Canada and Panama.

Additional Project experience includes cutting edge design and technology as well as value engineering to help clients through the ever-changing market including but not limited to solar voltaic and wind generation projects.

He is currently appointed by the Secretary of DNREC to serve 3-years on the On Site Septic Advisory Board for the State of Delaware.





JAMIE WHITEHOUSE, AICP
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
(302) 854-5079 F
jamie.whitehouse@sussexcountyde.gov

Sussex County

DELAWARE
sussexcountyde.gov

October 29, 2020

Mark H. Davidson
Pennoni
18072 Davidson Drive
Milton, DE 19968

Dear Mark H. Davidson:

C/Z 1923 Reed Farms, LLC

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A HI-1 HEAVY INDUSTRIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 67.31 ACRES, MORE OR LESS. The property is lying on the west side of Gravel Hill Rd. (Rt. 30) approximately 309 feet south of Milton-Ellendale Hwy. (Rt. 16). 911 Address: 14888, 14866. & 14742 Gravel Hill Rd., Milton. Tax Parcels: 235-13.00-29.00, 29.01 & 235-14.00-570.00

The **Planning and Zoning Commission** will hold a Public Hearing on **Thursday, November 19, 2020 at 5:00 pm** in the Sussex County Council Chambers located in the County Administrative Office at 2 The Circle Georgetown, DE, 19947.

The **Sussex County Council** will hold a Public Hearing on **Tuesday, January 5, 2021 at 1:30 pm** in the Sussex County Council Chambers located in the County Administrative Office at 2 The Circle Georgetown, DE, 19947.

It will be necessary for you the applicant to participate at the hearings before both the Commission and County Council. If you do not participate or are not represented, the Commission and/or County Council reserve the right to refuse to act on your application and may require that a new application be filed, and fees paid at your expense.

If an attorney, or agent, will be representing you, the applicant, it is your duty to notify them as to the dates and times of the hearings as herein set forth, as the Commission and County Council will not notify your counsel.

Further instructions describing the method of public participation and the manner of viewing the hearings will be contained within the Agendas for both of these meetings that will be posted at least 7 days in advance of each meeting at sussexcountyde.gov.

Sincerely,
Planning and Zoning Department



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

Check List for Sussex County Planning & Zoning Applications

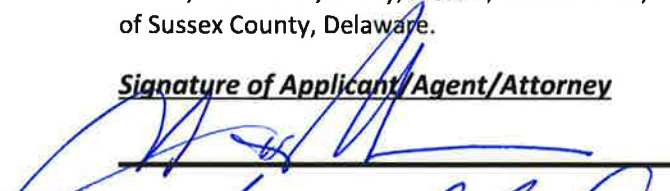
The following shall be submitted with the application

- Completed Application**
- Provide eight (8) copies of the Site Plan or Survey of the property**
 - Survey shall show the location of existing or proposed building(s), building setbacks, parking area, proposed entrance location, etc.
 - Provide a PDF of Plans (may be e-mailed to a staff member)
 - Deed or Legal description
- Provide Fee \$500.00** CHECK PREVIOUSLY SUBMITTED 201908314
- Optional - Additional information for the Commission/Council to consider** (ex. architectural elevations, photos, exhibit books, etc.) If provided submit 8 copies and they shall be submitted a minimum of ten (10) days prior to the Planning Commission meeting.
- Please be aware that Public Notice will be sent to property owners within 200 feet of the subject site and County staff will come out to the subject site, take photos and place a sign on the site stating the date and time of the Public Hearings for the application.**
- DeIDOT Service Level Evaluation Request Response**
- PLUS Response Letter** (if required)

The undersigned hereby certifies that the forms, exhibits, and statements contained in any papers or plans submitted as a part of this application are true and correct.

I also certify that I or an agent on my behalf shall attend all public hearing before the Planning and Zoning Commission and the Sussex County Council and any other hearing necessary for this application and that I will answer any questions to the best of my ability to respond to the present and future needs, the health, safety, morals, convenience, order, prosperity, and general welfare of the inhabitants of Sussex County, Delaware.

Signature of Applicant/Agent/Attorney



Date: _____

Signature of Owner



Date: _____

For office use only:

Date Submitted: _____ Fee: \$500.00 Check #: _____
Staff accepting application: _____ Application & Case #: _____
Location of property: _____

Subdivision: _____
Date of PC Hearing: _____ Recommendation of PC Commission: _____
Date of CC Hearing: _____ Decision of CC: _____

PARTICULAR DESCRIPTION

LANDS NOW OR FORMERLY OF WHITE WATER ENTERPRISES, LLC AND LANDS NOW OR FORMERLY OF REED FARMS LLC

**TAX MAP(S) 235-13.00-29.00 & 29.01
235-14.00-570.00**

All that certain piece, parcel and tract lying and being situate in the Broadkill Hundred of Sussex County, Delaware and being more particularly described as follows:

BEGINNING at a point, said point lying on the southerly right-of-way of State Route 16 (a.k.a. Milton-Ellendale Highway); thence by and with the southerly right-of-way of State Route 16 the following (3) courses and distances:

- 1) **North 80 degrees, 42 minutes, 44 seconds East 414.73 feet to a point,**
- 2) **South 06 degrees, 02 minutes, 41 seconds East, 10.01 feet to an iron pipe found,**
- 3) **North 80 degrees, 47 minutes, 53 seconds East, 300 feet to an iron pipe found,**

said iron pipe being a common corner for Lands now or formerly of White Water Enterprises, LLC., and Lands now or formerly of Klerlein Enterprises, LLC.; thence leaving said right-of-way with Lands now or formerly of Klerlein Enterprises, LLC., the following (2) courses and distances:

- 1) **South 06 degrees, 02 minutes, 41 seconds East, 300.01 feet to an iron pipe found,**
- 2) **North 80 degrees, 47 minutes, 53 seconds East, 300 feet to an iron pipe found,**

Said iron pipe situated on the westerly right-of-way of Sussex County Route 30 (a.k.a. Gravel Hill Road) (60' ROW) with a common corner between Lands now or formerly of White Water Enterprises and Lands now or formerly of Klerlein Enterprises, LLC.; thence by and with the westerly right-of-way of Sussex County Route 30 the following (5) courses and distances:

- 1) **South 06 degrees, 00 minutes, 12 seconds East, 72.72 feet to an iron pipe found,**
- 2) **South 05 degrees, 53 minutes, 09 seconds East, 1216.98 feet to a point,**

WHITE WATER ENTERPRISES, LLC Tax Map: 235-13.00-29.00 & 29.01 AND 235-14.00-570.00 Legal Description

- 3) **With a curve to the left, said curve having a radius of 1201.53 feet, an arc distance of 151.09 feet, an interior angle of 07 degrees, 12 minutes, 17 seconds and a chord bearing and distance of South 03 degrees, 39 minutes, 50 seconds East, 150.99 feet to a point,**
- 4) **With a curve to the left, said curve having a radius of 969.39 feet, an arc distance of 197.51 feet, an interior angle of 11 degrees, 40 minutes, 26 seconds and a chord bearing and distance of South 07 degrees, 44 minutes, 27 seconds West, 197.17 feet to a point,**
- 5) **South 12 degrees, 34 minutes, 12 seconds West, 1287.61 feet to a point,**

Said point being a corner for this Parcel and along the lines of Lands now or formerly of Consolidated Railroad; thence by and with this Parcel and Lands now or formerly of Consolidated Railroad, **North 62 degrees, 43 minutes, 37 seconds West, 1121.54 feet** to a point, said point being a common corner for this Parcel and Lands now or formerly of William John and Diana Mae Brooks; thence by and with this Parcel and Lands now or formerly of William John and Diana Mae Brooks the following (3) courses and distances;

- 1) **North 07 degrees, 12 minutes, 06 seconds West, 906.46 feet to a point,**
- 2) **North 86 degrees, 36 minutes, 10 seconds East, 566.18 feet to a point,**
- 3) **North 11 degrees, 35 minutes, 13 seconds West, 1607.13 feet to a point,**

Said point being the **Point of Beginning** for this description.

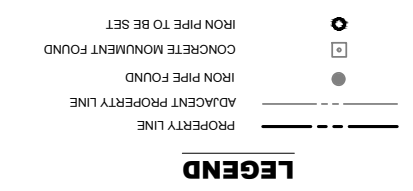
This description contains 2,932,235.20 square feet or 67.31 acres, more or less.

APPROVED BY: MHD/AMD
DRAWN BY: KMD
DRAWING SCALE: 1" = 200'
DATE: 2019-06-17
PROJECT: RDFRM19001

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES INC. SHALL REMAIN THE PROPERTY OF PENNONI ASSOCIATES INC. AND SHALL BE LOANED TO THE CLIENT FOR THE PROJECT ONLY. NO PART OF THIS DOCUMENT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PENNONI ASSOCIATES INC. PENNONI ASSOCIATES INC. SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. PENNONI ASSOCIATES INC. SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT. PENNONI ASSOCIATES INC. SHALL NOT BE RESPONSIBLE FOR ANY CHANGES TO THE PROJECT OR FOR ANY DELAYS OR DISRUPTIONS TO THE PROJECT. PENNONI ASSOCIATES INC. SHALL NOT BE RESPONSIBLE FOR ANY COSTS INCURRED BY THE CLIENT AS A RESULT OF ANY CHANGES TO THE PROJECT OR FOR ANY DELAYS OR DISRUPTIONS TO THE PROJECT.

NO.	DATE	REVISIONS	BY
1	7/19/2019	REVISED PER # 2 COMMENTS	KMD

- GENERAL NOTES:**
1. THE BOUNDARY INFORMATION SHOWN ON THIS PLAT WAS TAKEN FROM DEEDS ON PUBLIC RECORD AND IS ALSO THE RESULT OF A FIELD SURVEY BY PENNONI ASSOCIATES INC. DATE OF SURVEY: APRIL 18, 2019. BEARING SYSTEM ROTATED TO DELAWARE STATE PLANE COORDINATE SYSTEM.
 2. THIS SURVEY DOES NOT VERIFY TO THE LOCATION AND/OR EXISTENCE OF EASEMENTS OR RIGHTS OF WAY CROSSING SUBJECT PROPERTY AS NO TITLE SEARCH WAS REQUESTED OR PROVIDED.
 3. THIS PROPERTY APPEARS ON SUSSEX COUNTY TAX MAP 235-13-00 AS PARCEL 29.00, 29.01 & 235-14-00-570.00.
 4. CLASS OF SURVEY: RURAL
 5. TOTAL AREA = 67.317 ACRES
 6. EXISTING ZONING: AR-1
 7. PROPOSED ZONING: HI-1

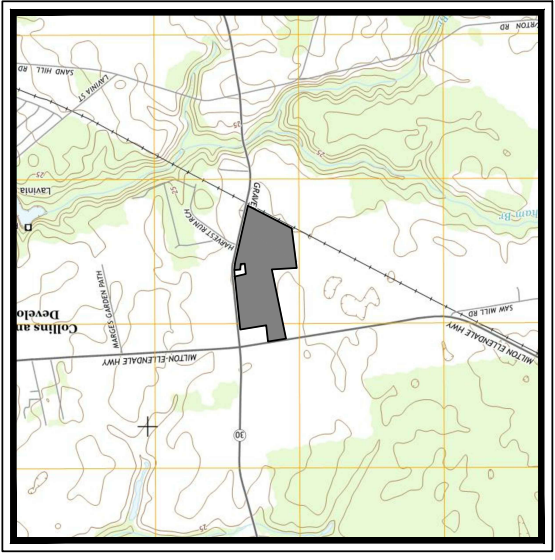


LANDS N/F OF REED FARMS, LLC.
14888 GRAVEL HILL ROAD, MILTON, DELAWARE 19968
BROADKILL HUNDRED, SUSSEX COUNTY, DELAWARE
REZONING PLAT
TM: 235-13.00-29.00, 29.01 & 235-14.00-570.00
REED FARMS, LLC
12270 ROCK SWITCH ROAD
MILTON, DELAWARE 19968

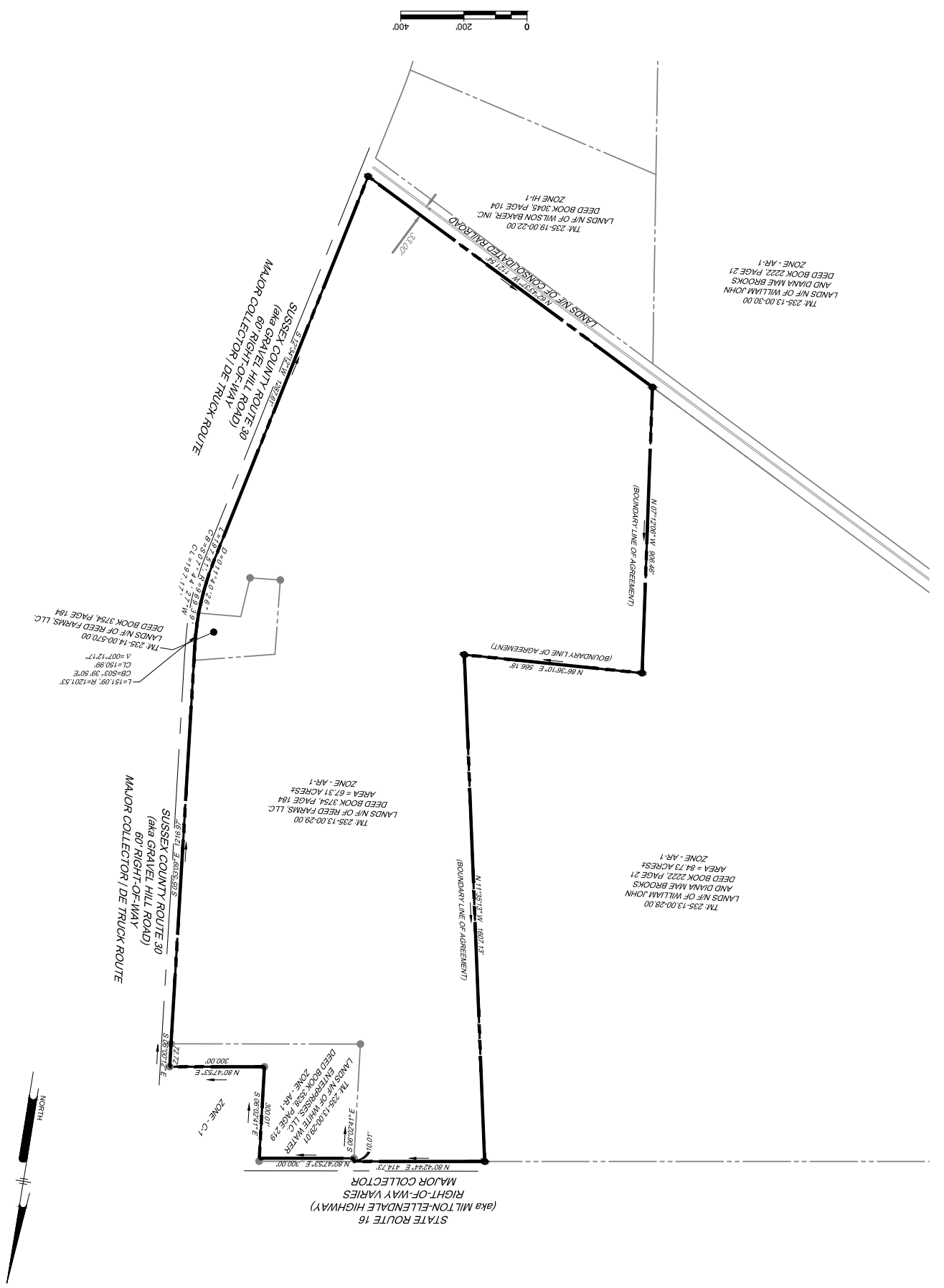
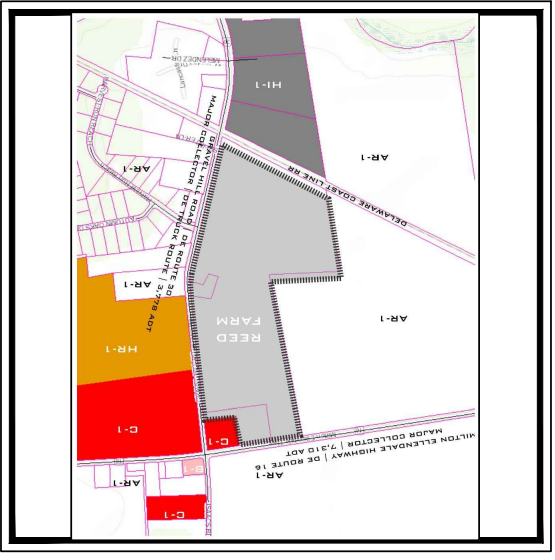
ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK.

Pennonni ASSOCIATES, INC.
18072 Davidson Drive
Milton, DE 19968
T 302.684.8030 F 302.684.8054

VICINITY MAP
Scale: 1" = 2000'



ZONING MAP
Scale: Not To Scale





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

JENNIFER COHAN
SECRETARY

June 4, 2019

Ms. Janelle Cornwell, Director
Sussex County Planning & Zoning
P.O. Box 417
Georgetown, DE 19947

Dear Ms. Cornwell:

The Department has completed its review of a Service Level Evaluation Request for the **Reed Farms, LLC** rezoning application, which we received on May 6, 2019. This application is for a 67.25-acre assemblage of parcels (Tax Parcels: 235-13.00-29.00, 235-13.00-29.01 & 235-14.00-570.00). The subject land is located on the south side of Delaware Route 16 and west of Delaware Route 30, just northwest of the Town of Milton. The subject land is currently zoned as AR-1 (Agricultural Residential) and the applicant is seeking to rezone the land to HI-1 (Heavy Industrial) to develop a variety of industrial uses.

Per the 2018 Delaware Vehicle Volume Summary, the annual average and summer average daily traffic volumes along the segment of Delaware Route 16 where the subject land is located, which is from Hummingbird Road (Sussex Road 227) to Delaware Route 5, are 7,310 and 9,408 vehicles per day, respectively. As the subject land also has frontage along Delaware Route 30, the annual average daily traffic volume along that road segment, which is from Sand Hill Road (Sussex Road 319) to Delaware Route 16, is 3,778 vehicles per day.

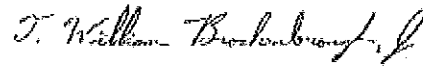
Our volume-based criteria for requiring a traffic impact study (TIS), addressed in Section 2.2.2.1 of the Development Coordination Manual, are that a development generates more than 500 trips per day or 50 trips during a weekly peak hour. While it seems that the above criteria could be met, we presently cannot predict the site's trip generation with enough accuracy to make a TIS useful. Thus, we recommend that this rezoning application be considered without a TIS and that the need for a TIS be evaluated when a subdivision or land development plan is proposed.

If the County approves this application, the applicant should be reminded that DelDOT requires compliance with State regulations regarding plan approvals and entrance permits, whether or not a TIS is required.

Ms. Janelle M. Cornwell
Page 2 of 2
June 4, 2019

Please contact Mr. Claudy Joinville, at (302) 760-2124, if you have questions concerning this correspondence.

Sincerely,



T. William Brockenbrough, Jr.
County Coordinator
Development Coordination

TWB:cjm

cc: Constance C. Holland, Coordinator, Cabinet Committee on State Planning Issues
Reed Farms, LLC, Applicant
J. Marc Coté, Assistant Director, Development Coordination
Gemez Norwood, South District Public Works Manager, Maintenance & Operations
Susanne Laws, Sussex County Subdivision Coordinator, Development Coordination
Derek Sapp, Subdivision Manager, Development Coordination
Kevin Hickman, Subdivision Manager, Development Coordination
Brian Yates, Subdivision Manager, Development Coordination
John Andrescavage, Subdivision Manager, Development Coordination
Troy Brestel, Project Engineer, Development Coordination
Claudy Joinville, Project Engineer, Development Coordination

ARTICLE XV HI-1 HEAVY INDUSTRIAL DISTRICT

§ 115-109 PURPOSE.

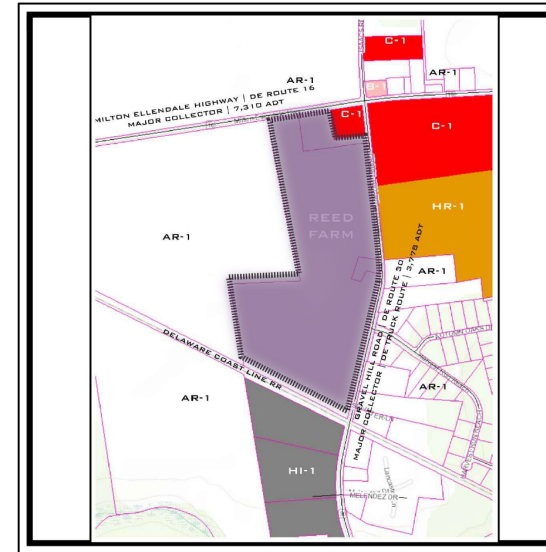
THE PURPOSE OF THIS DISTRICT IS TO PROVIDE FOR A VARIETY OF INDUSTRIAL OPERATIONS BUT TO RESTRICT OR PROHIBIT THOSE INDUSTRIES WHICH HAVE CHARACTERISTICS LIKELY TO PRODUCE SERIOUS ADVERSE EFFECTS WITHIN OR BEYOND THE LIMITS OF THE DISTRICT. CERTAIN POTENTIALLY HAZARDOUS INDUSTRIES ARE PERMITTED ONLY AFTER PUBLIC HEARINGS AND REVIEW TO ASSURE PROTECTION OF THE PUBLIC INTEREST AND SURROUNDING PROPERTY AND PERSONS. IT IS THE INTENTION OF THE DISTRICT TO PRESERVE THE LAND IN THE DISTRICT FOR INDUSTRIAL USE AND TO EXCLUDE NEW RESIDENTIAL OR COMMERCIAL DEVELOPMENT, EXCEPT FOR CERTAIN SPECIFIED USES DEEMED APPROPRIATE ADJUNCTS TO INDUSTRIAL OPERATIONS.

THE PROPERTY IS LOCATED WITHIN A LOW DENSITY AREA AS DESIGNATED IN THE 2019 COMPREHENSIVE PLAN (THE SUSSEX PLAN). THE SUSSEX PLAN IS THE COUNTY'S OFFICIAL POLICY GUIDE FOR FUTURE DEVELOPMENT-RELATED DECISIONS. THE PLAN IS LONG-RANGE IN NATURE AND PROVIDES A FRAMEWORK FOR COUNTY RESIDENTS AND DECISION-MAKERS TO "CONCEPTUALIZE" HOW THE COUNTY SHOULD LOOK AND FUNCTION. WHILE THE COMPREHENSIVE PLAN ACTS AS A POLICY GUIDE FOR FUTURE DEVELOPMENT AND DECISION-MAKING, COUNTY CODE REGULATES THE USE OF LAND.

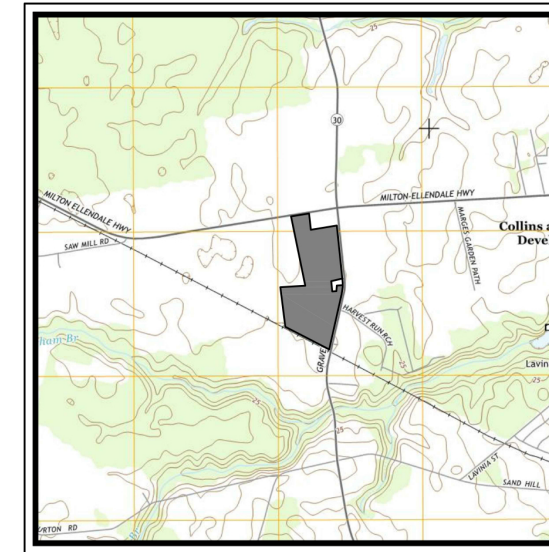
DELAWARE ROUTE 30 IS A MAJOR COLLECTOR AND A TRUCK ROUTE. THE USE OF RAIL FREIGHT LINES HELPS REDUCE THE NUMBER OF "MOTOR FREIGHT" ON THE LOCAL ROADWAY SYSTEM BY MOVING SHIPMENTS OF GOODS INBOUND AND OUTBOUND FROM SUSSEX COUNTY. "ONE MEANS OF REDUCING TRUCK IMPACTS IS TO SHIFT MORE FREIGHT TO RAIL..." 2019 THE SUSSEX PLAN

IF FUTURE REZONING'S SHOULD BE GENERALLY CONSISTENT WITH FUTURE LAND USE PLANS, AND THE FUTURE LAND USE PLAN REVISES AND EXPANDS THE EXISTING PLANNING AREAS, THEN THE PLAN SUGGESTS THAT "THESE PLANNING AREAS PROVIDE THE LOGIC AND RATIONALE FOR THE COUNTY'S ZONING." (PAGE 4-B) IT IS IMPORTANT TO NOTE THAT THE LAND USE CLASSIFICATIONS WITHIN THE FUTURE LAND USE PLAN ARE NOT ZONING DISTRICTS, AND THE CLASSIFICATIONS CAN INCLUDE MULTIPLE ZONING DISTRICTS WITHIN THEM AS SUGGESTED WITHIN TABLE 4-5-2. THE PLAN CONTINUES TO OUTLINE "THAT MULTIPLE ZONING DISTRICTS CAN BE APPROPRIATE IN A GIVEN PLANNING AREA, DEPENDING ON A VARIETY OF CIRCUMSTANCES THAT MAY BE RELEVANT TO A PARTICULAR PARCEL OF LAND IN THAT PLANNING AREA. THE PLAN FURTHER STATES THAT "IT IS IMPORTANT TO RECOGNIZE THAT OTHER FACTORS COME INTO PLAY WHEN DETERMINING WHICH ZONING DISTRICTS ARE APPROPRIATE FOR EACH LAND USE CLASSIFICATION." (PAGE 4-B) THE ZONING ORDINANCE CONTAINS THE DETAILED REGULATIONS FOR IMPLEMENTING THE POLICIES. IN ADDITION TO THE ZONING ORDINANCE, THE COUNTY USED THE FOLLOWING GUIDELINES TO HELP DETERMINE WHERE GROWTH AREAS SHOULD BE LOCATED: (PAGE 4-9)

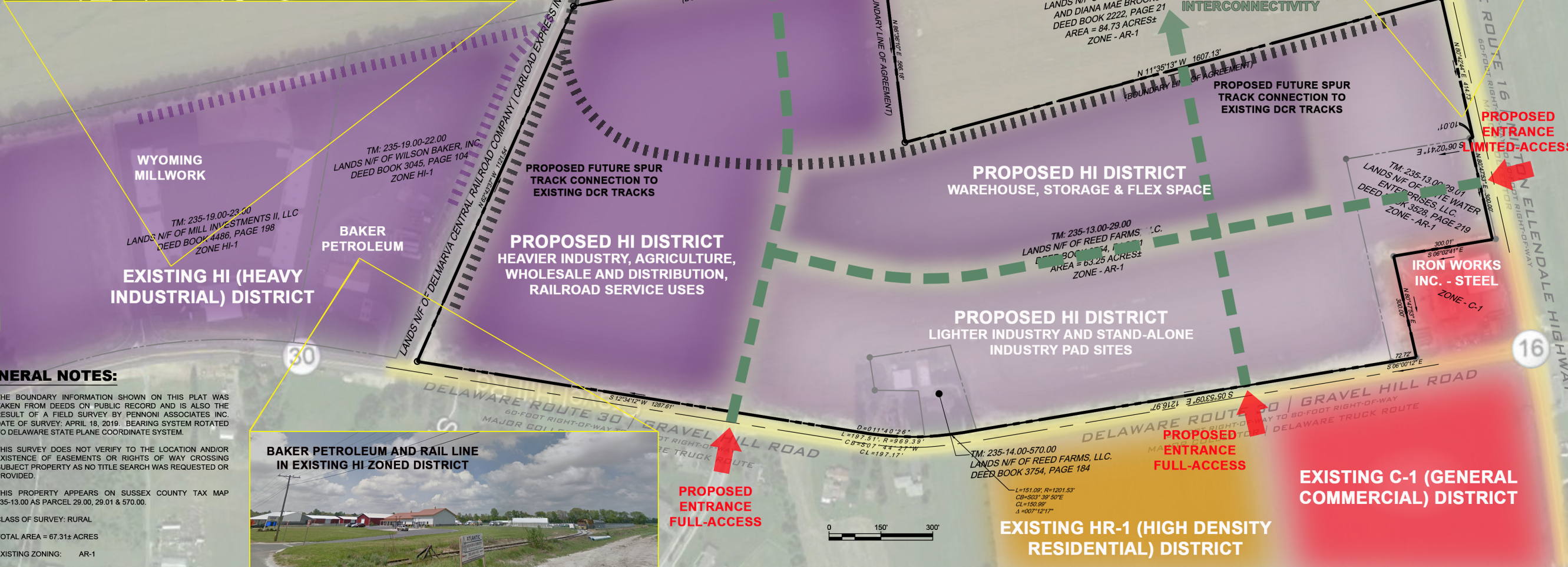
- PROXIMITY TO AN INCORPORATED MUNICIPALITY OR A MUNICIPAL ANNEXATION AREA.
- PRESENCE OF EXISTING PUBLIC SEWER AND PUBLIC WATER SERVICE NEARBY.
- PLANS BY THE COUNTY TO PROVIDE PUBLIC SEWAGE SERVICE WITHIN FIVE YEARS.
- LOCATION ON OR NEAR A MAJOR ROAD OR INTERSECTION.
- CHARACTER AND INTENSITY OF SURROUNDING DEVELOPMENT, INCLUDING PROPOSED DEVELOPMENT.
- LOCATION RELATIVE TO MAJOR PRESERVED LANDS.
- LOCATION OF WATER BODIES.



ZONING MAP
Scale: Not To Scale



VICINITY MAP
Scale: 1" = 2000'



GENERAL NOTES:

1. THE BOUNDARY INFORMATION SHOWN ON THIS PLAT WAS TAKEN FROM DEEDS ON PUBLIC RECORD AND IS ALSO THE RESULT OF A FIELD SURVEY BY PENNONI ASSOCIATES INC. DATE OF SURVEY: APRIL 18, 2019. BEARING SYSTEM ROTATED TO DELAWARE STATE PLANE COORDINATE SYSTEM.
2. THIS SURVEY DOES NOT VERIFY TO THE LOCATION AND/OR EXISTENCE OF EASEMENTS OR RIGHTS OF WAY CROSSING SUBJECT PROPERTY AS NO TITLE SEARCH WAS REQUESTED OR PROVIDED.
3. THIS PROPERTY APPEARS ON SUSSEX COUNTY TAX MAP 235-13.00 AS PARCEL 29.00, 29.01 & 570.00.
4. CLASS OF SURVEY: RURAL
5. TOTAL AREA = 67.31± ACRES
6. EXISTING ZONING: AR-1
7. PROPOSED ZONING: HI-1



PENNONI ASSOCIATES INC.
18072 Davidson Drive
Milton, DE 19968
T 302.684.8030 F 302.684.8054

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

LANDS N/F OF REED FARMS, LLC.
14888 GRAVEL HILL ROAD, MILTON, DELAWARE 19968
BROADKILL HUNDRED, SUSSEX COUNTY, DELAWARE

HI-1 BUBBLE PLAN
TM: 235-13.00-29.00, 29.01 & 235-14.00-570.00
REED FARMS, LLC
12270 ROCK SWITCH ROAD
MILTON, DELAWARE 19968

NO.	DATE	REVISED PER P & Z COMMENTS	BY
1	7/19/2019		MHD

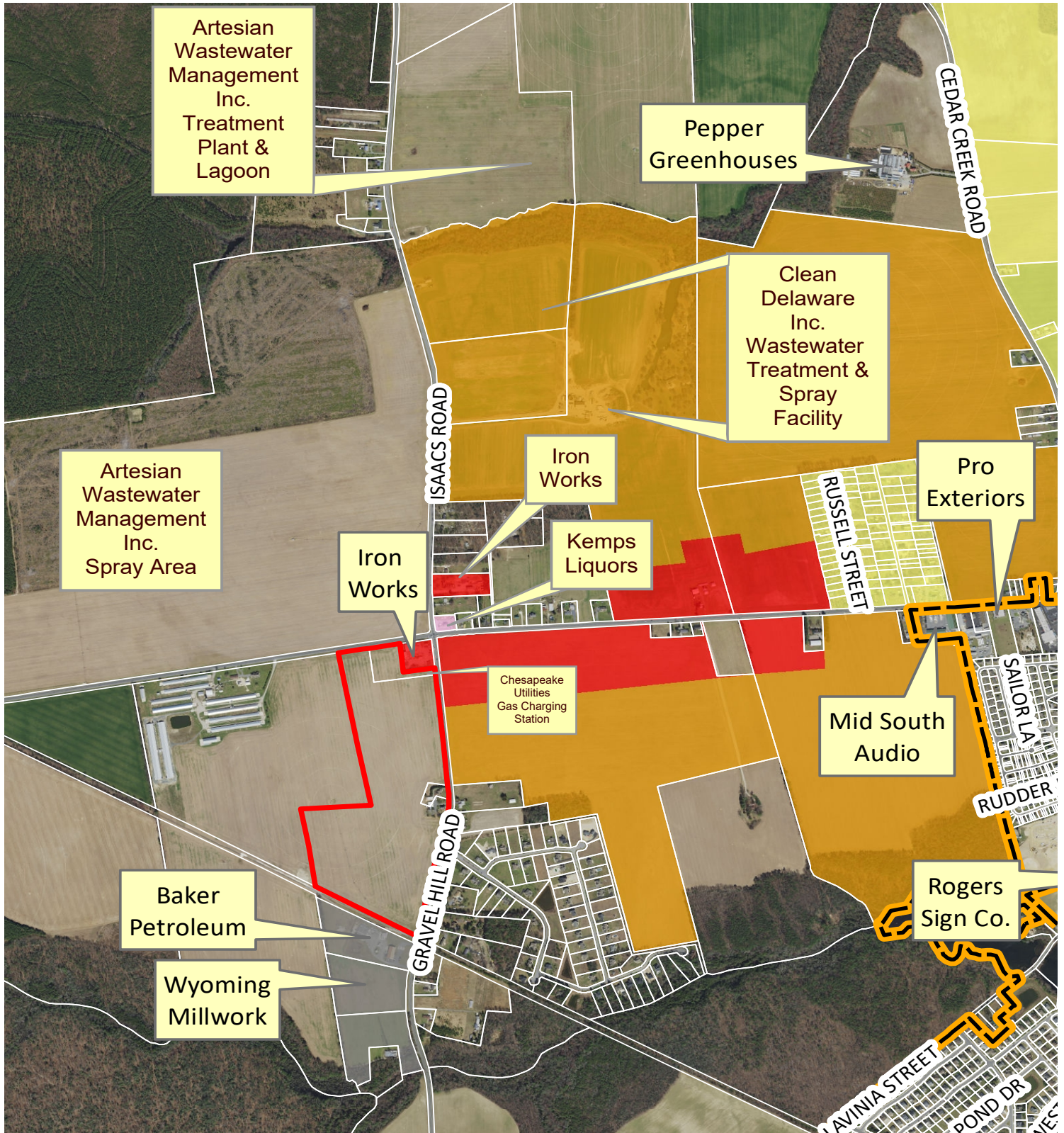
ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES, AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.











PROJECT: RDRFM19001
DATE: 2019-09-24
DRAWING SCALE: 1" = 150'
DRAWN BY: MHD
APPROVED BY: MHD/AMD

VR-0201
SHEET 1 OF 1

Area Commercial & Industrial Uses

C/Z 1923 REED FARMS, LLC



	Subject Parcels		Tax Parcels		AR-1 (Unshaded)		C-1		H-1		MR
	Town of Milton		B-1		GR		HR-1				

REED FARM, LLC

**ZONING MAP AMENDMENT TO
HI-1 (HEAVY INDUSTRIAL)**

Legend

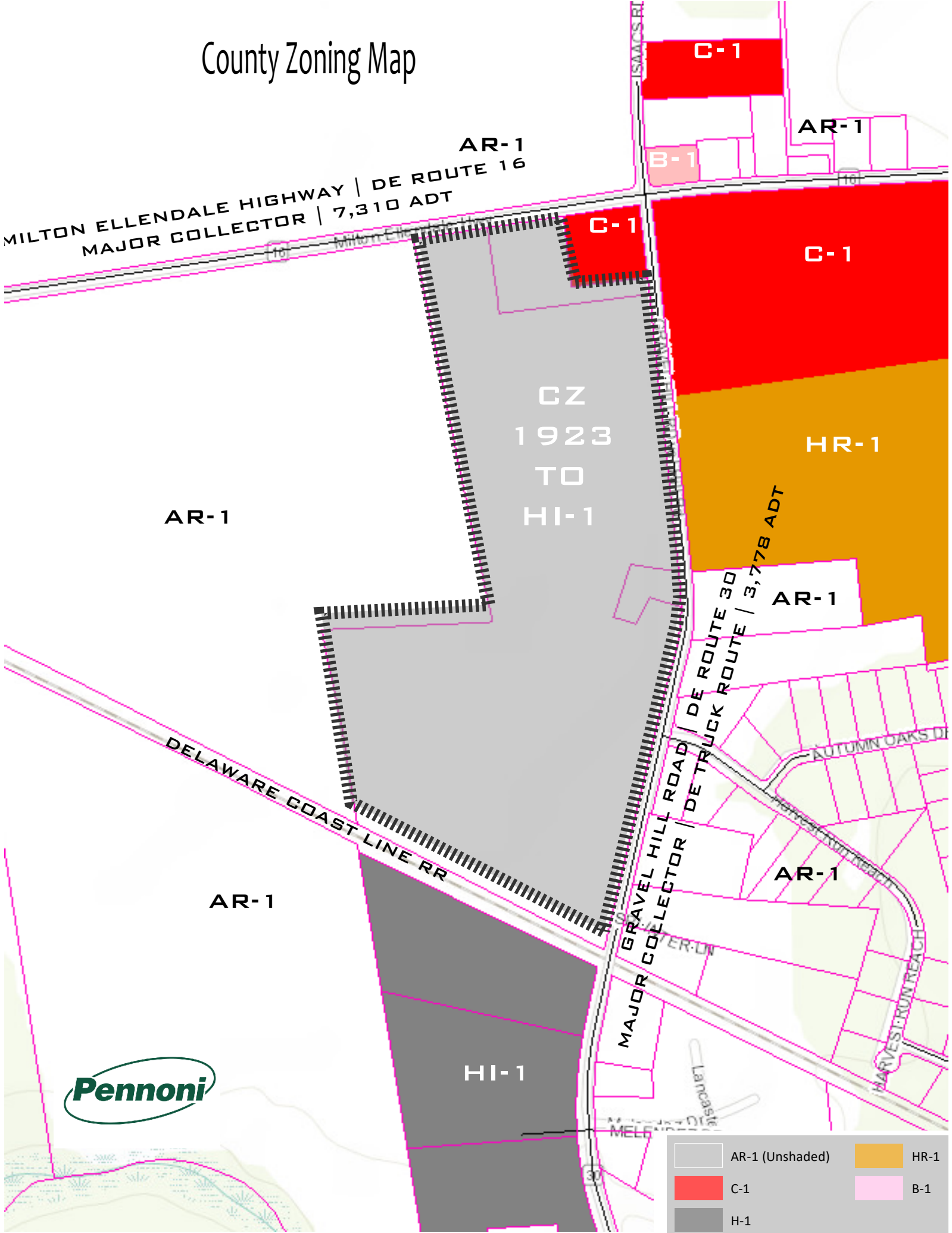
**CZ
1923**

Google Earth



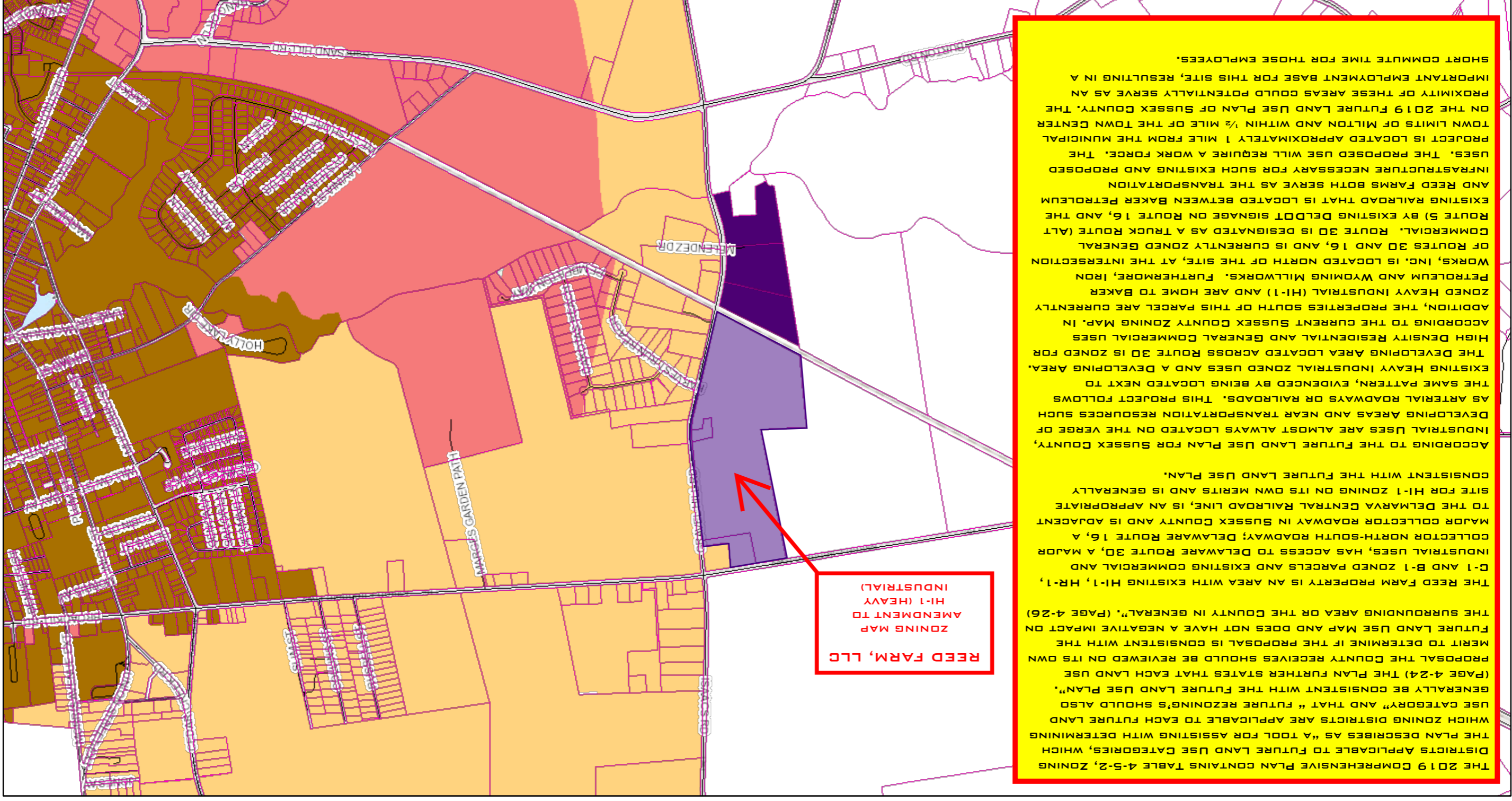
2000 ft

County Zoning Map



	AR-1 (Unshaded)		HR-1
	C-1		B-1
	H-1		

Sussex County



THE 2019 COMPREHENSIVE PLAN CONTAINS TABLE 4-5-2, ZONING DISTRICTS APPLICABLE TO FUTURE LAND USE CATEGORIES, WHICH THE PLAN DESCRIBES AS "A TOOL FOR ASSISTING WITH DETERMINING WHICH ZONING DISTRICTS ARE APPLICABLE TO EACH FUTURE LAND USE CATEGORY" AND THAT "FUTURE REZONING'S SHOULD ALSO GENERALLY BE CONSISTENT WITH THE FUTURE LAND USE PLAN". (PAGE 4-24) THE PLAN FURTHER STATES THAT EACH LAND USE PROPOSAL THE COUNTY RECEIVES SHOULD BE REVIEWED ON ITS OWN MERIT TO DETERMINE IF THE PROPOSAL IS CONSISTENT WITH THE FUTURE LAND USE MAP AND DOES NOT HAVE A NEGATIVE IMPACT ON THE SURROUNDING AREA OR THE COUNTY IN GENERAL". (PAGE 4-26)

THE REED FARM PROPERTY IS AN AREA WITH EXISTING HI-1, HR-1, C-1 AND B-1 ZONED PARCELS AND EXISTING COMMERCIAL AND INDUSTRIAL USES, HAS ACCESS TO DELAWARE ROUTE 30, A MAJOR COLLECTOR NORTH-SOUTH ROADWAY; DELAWARE ROUTE 16, A MAJOR TO THE DELMARVA CENTRAL RAILROAD LINE, IS AN APPROPRIATE SITE FOR HI-1 ZONING ON ITS OWN MERITS AND IS GENERALLY CONSISTENT WITH THE FUTURE LAND USE PLAN.

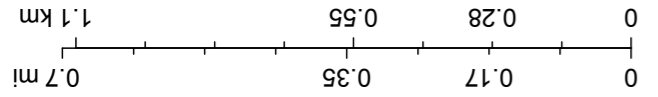
ACCORDING TO THE FUTURE LAND USE PLAN FOR SUSSEX COUNTY, INDUSTRIAL USES ARE ALMOST ALWAYS LOCATED ON THE VERGE OF DEVELOPING AREAS AND NEAR TRANSPORTATION RESOURCES SUCH AS ARTERIAL ROADWAYS OR RAILROADS. THIS PROJECT FOLLOWS THE SAME PATTERN, EVIDENCED BY BEING LOCATED NEXT TO EXISTING HEAVY INDUSTRIAL ZONED USES AND A DEVELOPING AREA. THE DEVELOPING AREA LOCATED ACROSS ROUTE 30 IS ZONED FOR HIGH DENSITY RESIDENTIAL AND GENERAL COMMERCIAL USES. IN ADDITION, THE PROPERTIES SOUTH OF THIS PARCEL ARE CURRENTLY ZONED HEAVY INDUSTRIAL (HI-1) AND ARE HOME TO BAKER PETROLEUM AND WYOMING MILLWORKS. FURTHERMORE, IRON WORKS, INC. IS LOCATED NORTH OF THE SITE, AT THE INTERSECTION OF ROUTES 30 AND 16, AND IS CURRENTLY ZONED GENERAL COMMERCIAL. ROUTE 30 IS DESIGNATED AS A TRUCK ROUTE (ALT ROUTE 5) BY EXISTING DELDOT SIGNAGE ON ROUTE 16, AND THE EXISTING RAILROAD THAT IS LOCATED BETWEEN BAKER PETROLEUM AND REED FARMS BOTH SERVE AS THE TRANSPORTATION INFRASTRUCTURE NECESSARY FOR SUCH EXISTING AND PROPOSED USES. THE PROPOSED USE WILL REQUIRE A WORK FORCE. THE PROJECT IS LOCATED APPROXIMATELY 1 MILE FROM THE MUNICIPAL TOWN LIMITS OF MILTON AND WITHIN 1/2 MILE OF THE TOWN CENTER ON THE 2019 FUTURE LAND USE PLAN OF SUSSEX COUNTY. THE PROXIMITY OF THESE AREAS COULD POTENTIALLY SERVE AS AN IMPORTANT EMPLOYMENT BASE FOR THIS SITE, RESULTING IN A SHORT COMMUTE TIME FOR THOSE EMPLOYEES.

**REED FARM, LLC
ZONING MAP
AMENDMENT TO
HI-1 (HEAVY
INDUSTRIAL)**

November 2, 2020

- Tax Parcels
- 2019 Future Land Use Commercial
- 2019 Future Land Use Industrial
- Streets
- Coastal Area
- Developing Area
- Low Density
- Existing Development Area
- Town Center
- Municipalities
- Industrial
- County Boundaries

1:18,056



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, Sussex County Government



Figure 13 of 21.

13

2015 State Strategies & Investment Levels

Lands N/F of Reed Farms, LLC

RDFRM19001



**NO
WETLANDS
ON
SUBJECT
PROPERTY**



<p>Figure 17 of 21.</p> <p>17</p>	<p>State Wetlands Mapping</p>		<ul style="list-style-type: none"> Streams Watershed Boundary DNREC Wetlands
	<p>Lands N/F of Reed Farms, LLC</p>		
	<p>RDFRM19001</p>		

**SUBJECT
PROPERTY
ZONE X
OUTSIDE THE
500-YEAR
FLOODPLAIN**



Figure 18 of 21.

18

FEMA Floodplain Mapping

Lands N/F of Reed Farms, LLC

RDFRM19001



	Zone A
	Zone AE
	Zone X

Flood Maps:
10005C0161J
10005C0164J
10005C0165J
(Eff. 1/6/2005)

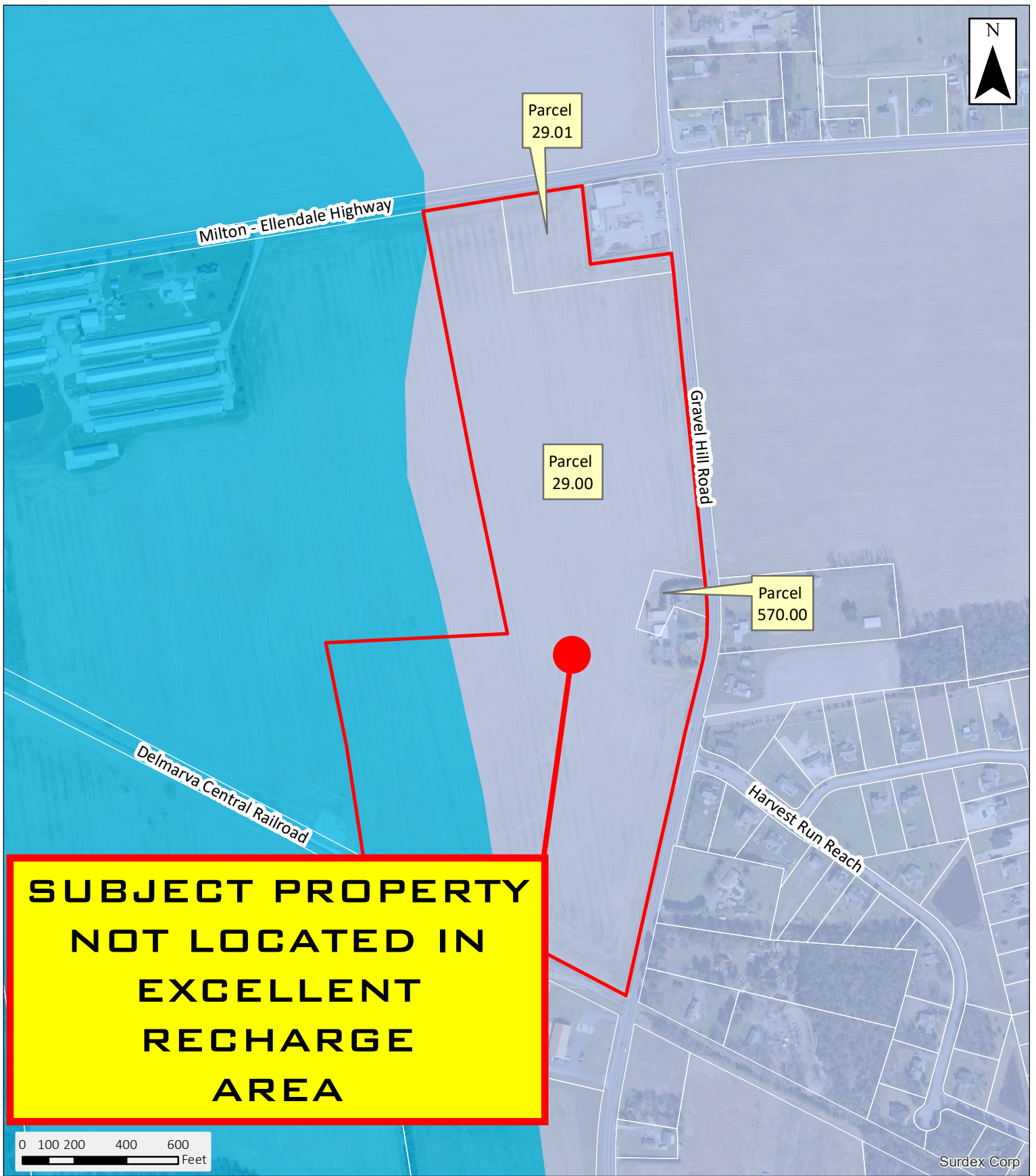
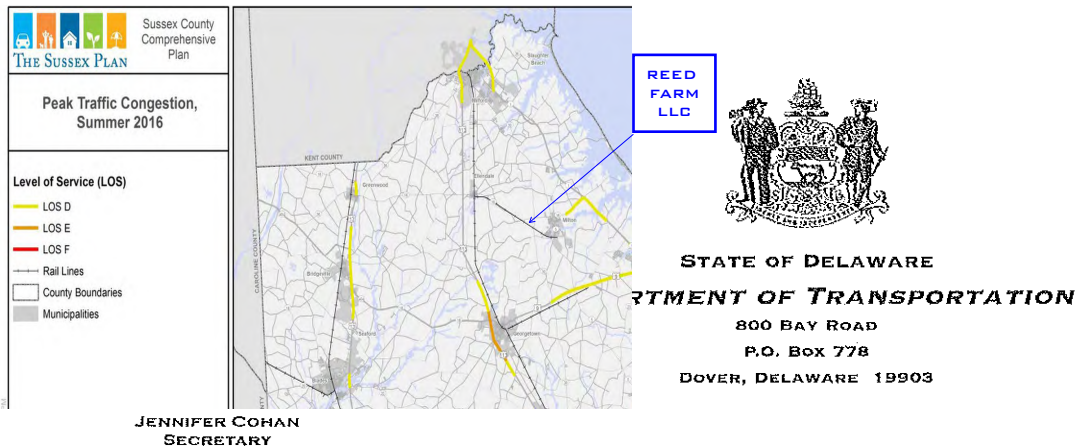


Figure 19 of 21. 19	Groundwater Recharge Potential		
	Lands N/F of Reed Farms, LLC		
	RDFRM19001		

Figure 13.2-3: Existing Traffic Congestion Areas - DRAFT



June 4, 2019

Ms. Janelle Cornwell, Director
Sussex County Planning & Zoning
P.O. Box 417
Georgetown, DE 19947

Dear Ms. Cornwell:

The Department has completed its review of a Service Level Evaluation Request for the **Reed Farms, LLC** rezoning application, which we received on May 6, 2019. This application is for a 67.25-acre assemblage of parcels (Tax Parcels: 235-13.00-29.00, 235-13.00-29.01 & 235-14.00-570.00). The subject land is located on the south side of Delaware Route 16 and west of Delaware Route 30, just northwest of the Town of Milton. The subject land is currently zoned as AR-1 (Agricultural Residential) and the applicant is seeking to rezone the land to HI-1 (Heavy Industrial) to develop a variety of industrial uses.

Per the 2018 Delaware Vehicle Volume Summary, the annual average and summer average daily traffic volumes along the segment of Delaware Route 16 where the subject land is located, which is from Hummingbird Road (Sussex Road 227) to Delaware Route 5, are 7,310 and 9,408 vehicles per day, respectively. As the subject land also has frontage along Delaware Route 30, the annual average daily traffic volume along that road segment, which is from Sand Hill Road (Sussex Road 319) to Delaware Route 16, is 3,778 vehicles per day.

Our volume-based criteria for requiring a traffic impact study (TIS), addressed in Section 2.2.2.1 of the Development Coordination Manual, are that a development generates more than 500 trips per day or 50 trips during a weekly peak hour. While it seems that the above criteria could be met, we presently cannot predict the site's trip generation with enough accuracy to make a TIS useful. Thus, we recommend that this rezoning application be considered without a TIS and that the need for a TIS be evaluated when a subdivision or land development plan is proposed.

If the County approves this application, the applicant should be reminded that DelDOT requires compliance with State regulations regarding plan approvals and entrance permits, whether or not a TIS is required.

THE APPLICANT UNDERSTANDS THAT DELDOT IS RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND CONSTRUCTION OF STATE MAINTAINED ROADS AS WELL AS THE REGULATION OF ALL ENTRANCE AND ROADWAY IMPROVEMENTS. FURTHERMORE, IT IS UNDERSTOOD THAT THE TRAFFIC GENERATED FROM THE USES PLANNED FOR THESE PROPERTIES MAY HAVE A POTENTIAL IMPACT TO THE ADJACENT HIGHWAYS AND RECOGNIZES THAT AN ANALYSIS OF THE EFFECTS OF THE TRAFFIC GENERATED IS IMPORTANT TO THE SAFETY OF THE COMMUNITY.



Ms. Janelle M. Cornwell
Page 2 of 2
June 4, 2019



Please contact Mr. Claudy Joinville, at (302) 760-2124, if you have questions concerning this correspondence.

Sincerely,

T. William Brockenbrough, Jr.
County Coordinator
Development Coordination

TWB:cjm

cc: Constance C. Holland, Coordinator, Cabinet Committee on State Planning Issues
Reed Farms, LLC, Applicant
J. Marc Coté, Assistant Director, Development Coordination
Gemez Norwood, South District Public Works Manager, Maintenance & Operations
Susanne Laws, Sussex County Subdivision Coordinator, Development Coordination
Derek Sapp, Subdivision Manager, Development Coordination
Kevin Hickman, Subdivision Manager, Development Coordination
Brian Yates, Subdivision Manager, Development Coordination
John Andrescavage, Subdivision Manager, Development Coordination
Troy Brestel, Project Engineer, Development Coordination
Claudy Joinville, Project Engineer, Development Coordination

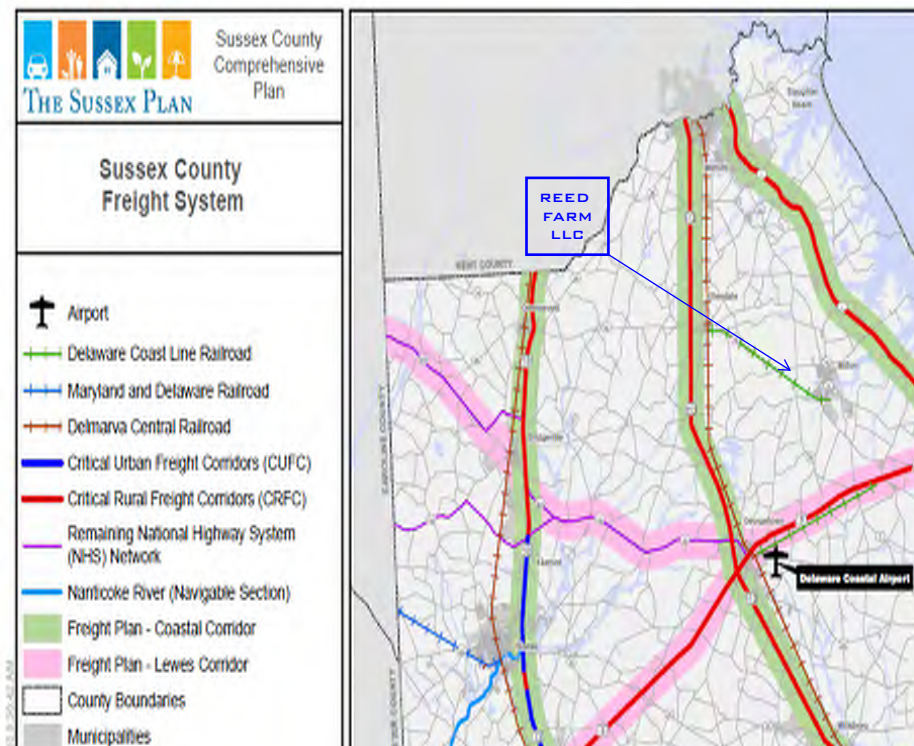
13.2.2 Freight

The County's goods movement (freight) network is an integral component of the transportation network as well as the economy. The main element of the freight network is the roadway system, which carries trucks (motor freight). In addition, the County has several rail freight and water freight facilities (see Figure 13.2-6).

In recent years, comprehensive freight planning for the Delmarva Peninsula has occurred. These efforts provide a broader regional context within which to assess issues and identify potential improvement opportunities for the goods movement system within Sussex County. The 2015 Delmarva Freight Plan provided information on the current system and commodity flows; key trends, needs, and issues; future scenarios; and candidate projects and studies.

- **Motor Freight** - The bulk of freight in the County moves by truck. In general, the main roads in the County are also its main truck routes. DelDOT has designated main freight corridors in the County, including US 13, US 113, SR 1, US 9, and SR 404. In addition, under the framework on the new National Highway Freight Network (NHFN), DelDOT has designated critical urban and rural freight corridors. In Sussex County, several portions of US 13 are critical urban freight corridors, while the rest of US 13, all of US 113, most of US 9, and a portion of SR 1 are designated as critical rural freight corridors. (See Figure 13.2-8) Economists predict that trucks will continue to be the predominant mode of goods movement, with its share projected to increase, due to various factors including increases in e-commerce.
- **Rail Freight** - The County has several rail freight lines (See Figure 13.2-6). Most rail shipments are inbound, carrying grain and other agribusiness imports.

Figure 13.2-6 Freight System - DRAFT



DEIDOT GATE Map

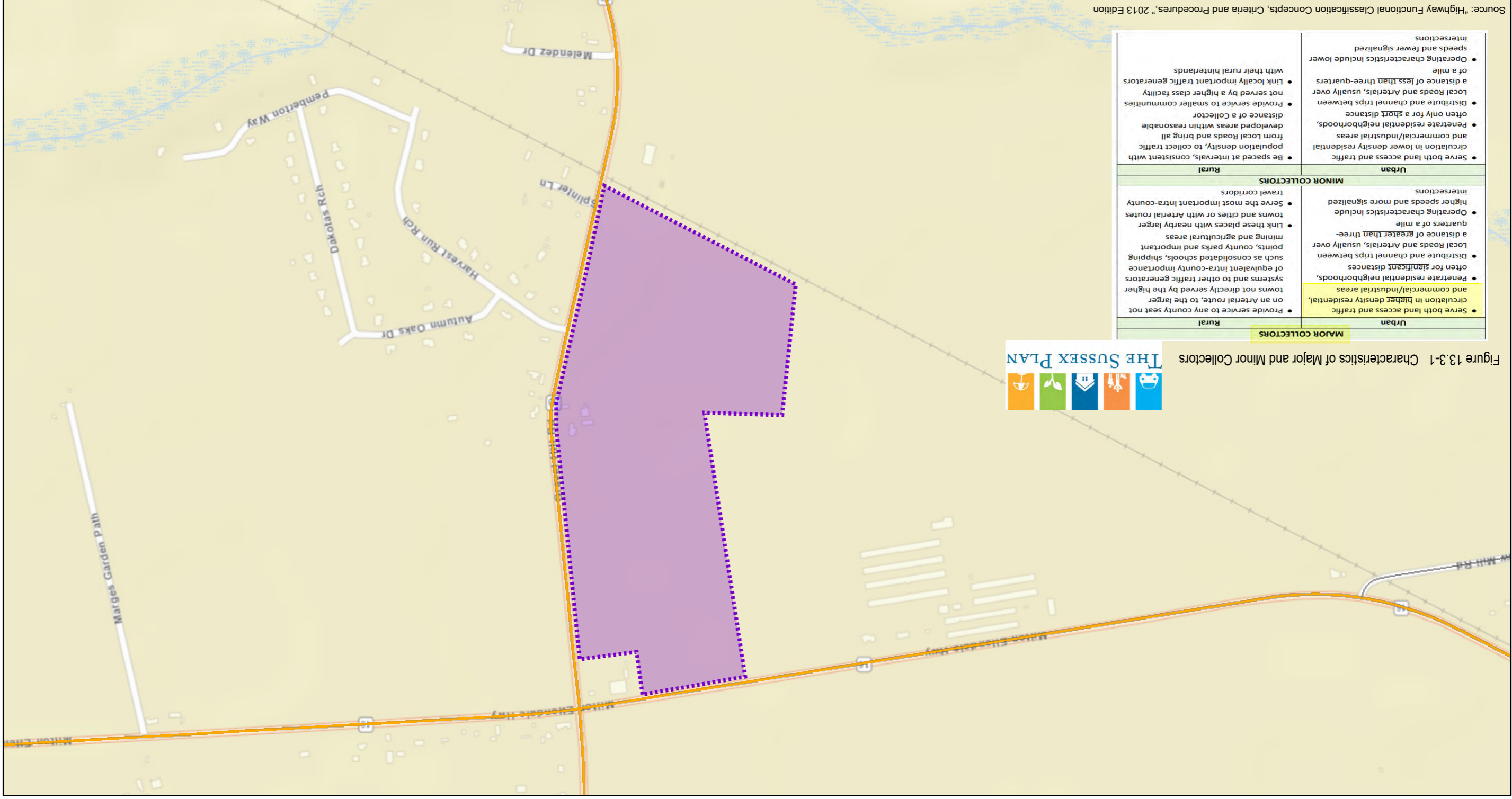


Figure 13.3-1 Characteristics of Major and Minor Collectors

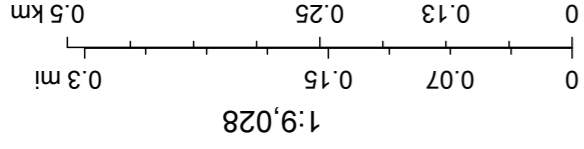
MAJOR COLLECTORS	
Urban	Rural
<ul style="list-style-type: none"> • Serve both land access and traffic circulation in higher density residential, and commercial/industrial areas • Penetrate residential neighborhoods, often for significant distances • Distribute and channel trips between Local Roads and Arterials, usually over quarters of a mile • Operating characteristics include higher speeds and more signalized intersections 	<ul style="list-style-type: none"> • Provide service to any county seat not on an Arterial route, to the larger towns not directly served by the higher systems and to other traffic generators of equivalent intra-county importance such as consolidated schools, shipping points, county parks and important mining and agricultural areas • Link these places with nearby larger towns and cities or with Arterial routes • Serve the most important intra-county travel corridors
MINOR COLLECTORS	
Urban	Rural
<ul style="list-style-type: none"> • Serve both land access and traffic circulation in lower density residential and commercial/industrial areas • Penetrate residential neighborhoods, often only for a short distance • Distribute and channel trips between Local Roads and Arterials, usually over a distance of less than three-quarters of a mile • Operating characteristics include lower speeds and fewer signalized intersections 	<ul style="list-style-type: none"> • Be spaced at intervals, consistent with population density, to collect traffic from Local Roads and bring all developed areas within reasonable distance of a Collector • Provide service to smaller communities not served by a higher class facility • Link locally important traffic generators with their rural hinterlands

Source: "Highway Functional Classification Concepts, Criteria and Procedures," 2013 Edition

11/4/2020, 9:23:17 AM

Functional Classification

- Interstate
- Other Expressways & Freeway
- Other Principal Arterials
- Minor Collector
- Minor Arterial
- Local

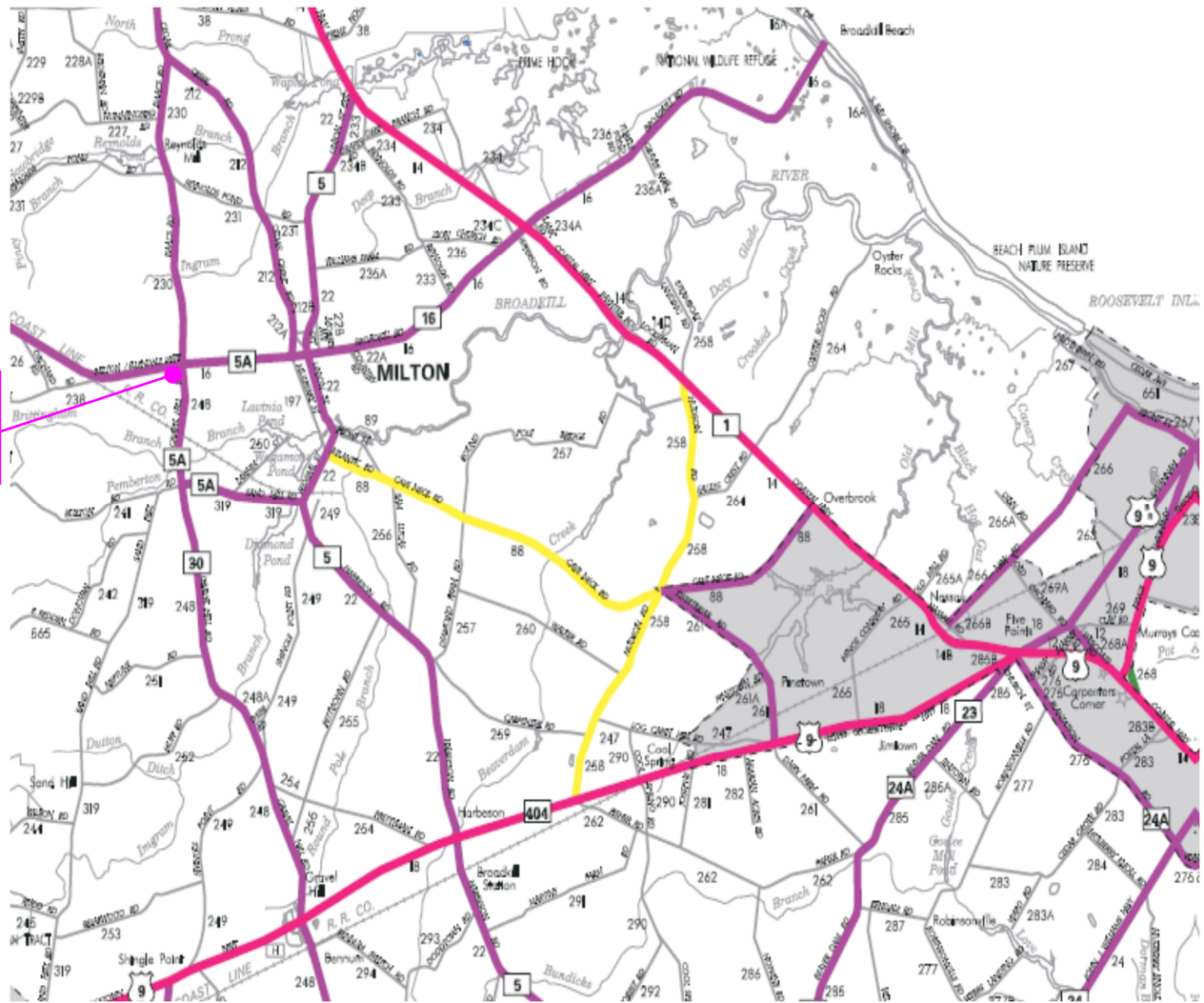


1:9,028

VITA, Delaware FirstMap, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

Web AppBuilder for ArcGIS

Figure 2. DeIDOT Functional Classification Map of Sussex County including Milton



- LEGEND**
- Small Urban Area Boundary
 - Other Principal Arterials
 - Major Collector
 - Minor Collector
 - Local Roads

While DeIDOT owns and maintains the major roadways in and around the Town, the shorter-distance roadways are maintained by the Town of Milton and are reflected in the Municipal Street Aid Fund which identifies approximately 81 local streets and alleys which total of approximately 13 miles.

As noted above, within the Town boundary several of the major roadways are owned and maintained by DeIDOT. The State-maintained network includes six important, two-lane arterials. They are described below, and any planned improvements are also noted in the description. Volume statistics, expressed in Annual Average Daily Trips (AADT) for 2001, 2008 and 2015 are

Town of Milton, Delaware

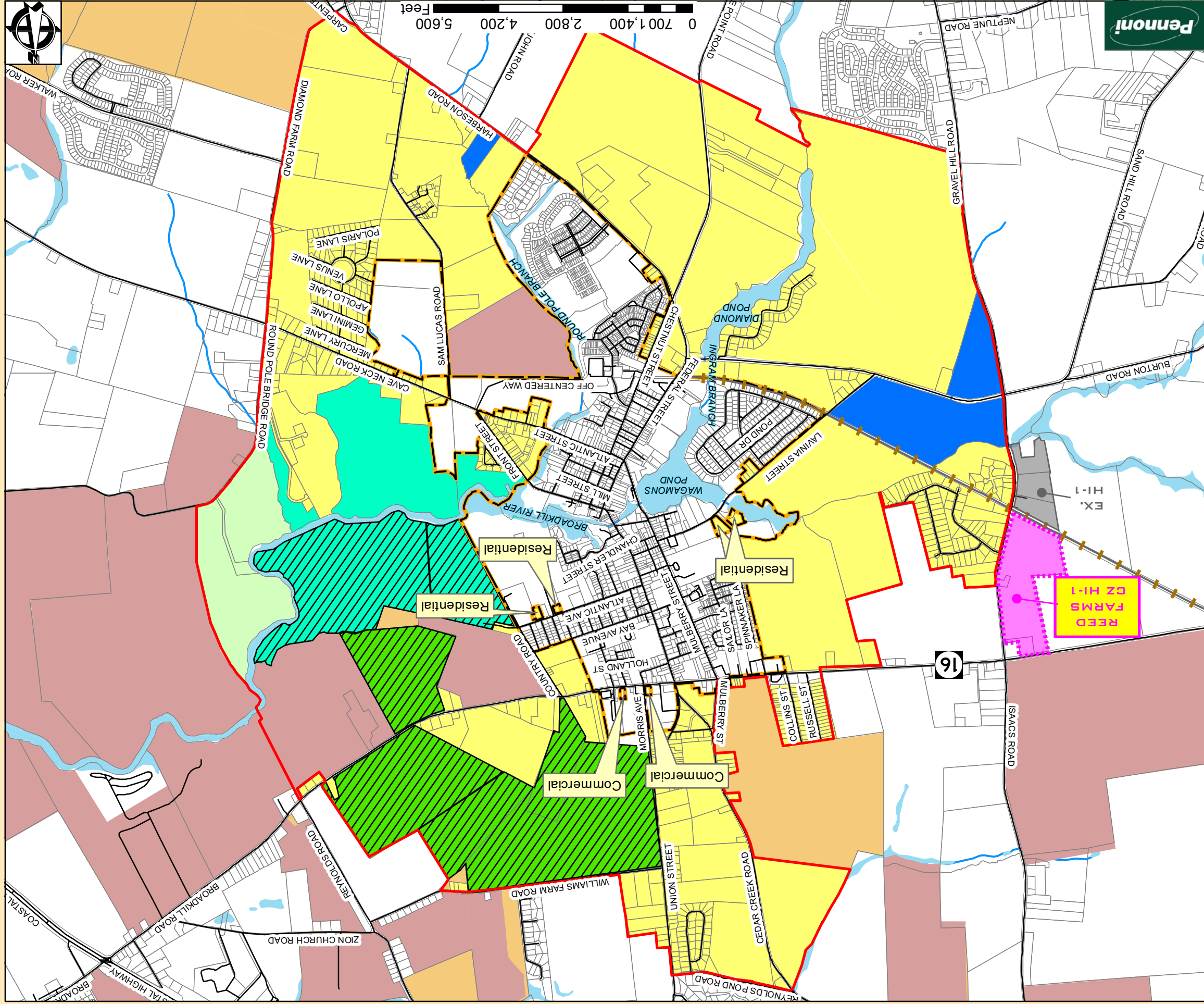
Exhibit G: Future Land Use / Potential Expansion

Milton Comprehensive Plan 2018

- Growth Area Boundary
- Roads
- Railroads or Tracks
- Town Boundary
- Tax Parcels
- Agricultural Easements
- Agricultural District (Overlay)
- Agricultural Districts
- Lakes, Ponds & Rivers
- Streams
- Growth Areas
- Commercial
- Marine Resource
- Permanent Open Space
- Residential
- Limited Light Industrial
- LPD
- Mixed Use - Residential/Commercial

Sources: Delaware Department of Transportation centerline file
 Roads: United States Geological Survey
 Tax Parcels: State of Delaware FirstMAP state tax parcels
 Municipal boundaries: Delaware Office of State Planning Coordination
 Water Areas: United States Geological Survey, National Hydrography Dataset
 Growth Areas: Town of Milton
 Agricultural Districts/Easements: Delaware Department of Agriculture

Note: This map is a depiction of the best available information provided by the sources listed. Pennoni does not guarantee the accuracy of the data shown. Users of this map shall be responsible for verifying all information.





STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF STATE
PLANNING COORDINATION

September 24, 2020 **October 30, 2020**

Constance Holland, AICP
Director, Office of State Planning Coordination

Mark Davidson PENNONI
18072 Davidson Drive
Milton, DE 19968

RE: PLUS review 2020-08-06; Reed Farms, LLC

Dear Mr. Davidson:

Dear Ms. Holland:

Thank you for meeting with State agency planners on August 26, 2020 to discuss the Reed Farms project. According to the information received you are seeking review of a proposed rezoning of 67.31 acres from AR-1 to HI-1 along Gravel Hill Road in Level 4 in Sussex County.

We are in receipt of your comments dated September 24, 2020 as it pertained to our presentation of the above referenced project on August 26, 2020. We thank you for the opportunity to present our client's project on a certain piece of property located along Route 16, Milton Ellendale Highway and Route 30, Gravel Hill Road, Broadkill Hundred, Sussex County, Delaware. The project presented was for a change of zone from AR-1 to HI-1. The proposed site is located adjacent to the Development Area and Industrial Area as described within the 2045 Future Land Use Map of the 2019 Sussex County Comprehensive Plan and adjacent to Developing Areas and Industrial uses as shown on the Future Land Use Plan of the adopted Sussex County Comprehensive Plan.

Please note that changes to the plan, other than those suggested in this letter, could result in additional comments from the State. The developers will also **need to comply with any** Federal, State, **and local regulations regarding this property**. We also note that as Sussex County **is the governing authority over this land, the developers will need to comply with any and all regulations/restrictions set forth by the County**.

No changes to the plans have been completed since the meeting, and the development will comply with all County, State and Federal Regulations.

Strategies for State Policies and Spending

This parcel is designed as Low Density according to the 2018 Sussex County plan Future Land Use Map; therefore, it would require a comprehensive plan amendment rezoning could be approved.

The 2019 Comprehensive Plan contains Table 4-5-2, Zoning Districts Applicable to Future Land Use Categories, which the plan describes as “a tool for assisting with determining which zoning districts are applicable to each future land use category” and that “future rezoning’s should also generally be consistent with the Future Land Use Plan”. (Page 4-24) The Plan further states that each land use proposal the County receives should be reviewed on its own merit to determine if the proposal is consistent with the Future Land Use Map and does not have a negative impact on the surrounding area or the County in general”. (Page 4-26)

The Reed Farm property is within an area with existing HI-1, HR-1, C-1 and B-1 zoned parcels and existing commercial and industrial uses, has access to both Delaware Route 30, a major collector north-south roadway and Delaware Route 16, a major collector east-west roadway in Sussex County, and is adjacent to the Delmarva Central Railroad line, making it an appropriate site for HI-1 zoning on its own merits and is generally consistent with the Future Land Use Plan. A separate request for a map amendment will be filed with Sussex County.

This is within a Level 4 area according to the 2020 Strategies for State Policies and Spending. In Investment Level 4 Areas, the State’s investments and policies should retain the rural landscape, preserve open spaces and farmlands, support farmland-related industries, and establish defined edges to more concentrated development.

In the Future Land Use Plan section, it describes that “In particular cases, the County is signaling that selected new growth areas may be needed to accommodate future development in places the State does not currently view as growth centers according to its [Delaware Strategies for State Policies and Spending] document.” (Page 4-10) Furthermore, “It is important to note that the maps contained within the Strategies for State Policies and Spending document are not [parcel-based,] so it is still necessary to thoroughly investigate the constraints of particular land parcels, even though they may be contained in one of the growth-oriented investment levels of the Strategies for State Policies and Spending.” (Page 4-10) What has been important to note within the 2019 Comprehensive Plan under the Future Land Use Plan is that while the Strategies for State Policies and Spending document and map directs state investments, “it is not a land use plan”. (Page 4-10)

With that said, we understand that **Investment Level 4 Areas may be the location for certain uses that because of their specific requirements are not appropriate for location elsewhere.** Such uses, expected to be limited in number, could involve public safety or other uses that require their location outside designated investment areas. Industrial activity would be limited, except where specific requirements of major employers may dictate an exception for a use, which, because of specific siting and potential conflicts with neighboring uses, should not be placed elsewhere.

Regarding the site plan submitted, If the County approves a comprehensive plan amendment and moves this site plan forward, we encourage the applicant to keep the entire site as an Ag industrial site along the railway. As presented, there is Ag Industrial along the railroad and then several pad sites marked for general warehousing and flex space. The state would support this rezoning as an Ag industrial site; however we would not support storage units, restaurants,

professional office complexes, or other similar uses that are allowed within an HI zone but would be better suited closer to municipalities in Level 1, 2, or 3.

According to the Future Land Use Plan for Sussex County, Industrial Uses are almost always located on the verge of Developing Areas and near transportation resources such as arterial roadways or railroads. This project follows the same pattern, evidenced by being located next to existing Heavy Industrial zoned uses and a Developing Area. The Developing Area located across Route 30 is zoned for High Density Residential and General Commercial uses according to the current Sussex County Zoning Map. In addition, the properties south of this parcel are currently zoned Heavy Industrial (HI-1) and are home to Baker Petroleum and Wyoming Millworks. Furthermore, Iron Works, Inc. is located north of the site, at the intersection of Routes 30 and 16, and is currently zoned General Commercial. Route 30 is designated as a Truck Route (Alt Route 5) by existing DelDOT signage on Route 16. The existing Delmarva Central Railroad line is located between Baker Petroleum and Reed Farms. Both the highways and the railroad serve as the transportation infrastructure necessary for existing and proposed uses. The proposed use will require a work force. The project is located approximately 1 mile from the municipal town limits of Milton and within ½ mile of the Town Center on the 2019 Future Land Use Plan of Sussex County. The proximity of these areas could potentially serve as an important employment base for this site, resulting in a short commute time for those employees.

Code Requirements/Agency Permitting Requirements

Site plan comments presented by State agencies below refer to the site plan for the project as presented at the PLUS meeting. All comments are contingent upon the County reviewing and approving a comprehensive plan amendment to change the Future Land Use Map designation from Low Density to Industrial and allowing the site plan to move forward. If the rezoning is approved and the site plan changes in a way, other than suggested in this letter, the plan may be required to go back through the PLUS process.

Department of Transportation — Contact Bill Brockenbroueh 760-2109

- The site access, whether on Delaware Route 16 or Delaware Route 30, must be designed in accordance with DelDOT's Development Coordination Manual, which is available at <http://www.deldot.Rov/Rusiness/subdivisions/index.shtml?dcmhanges>.
- Pursuant to Section P.3 of the Manual, a Pre-Submittal Meeting is required before plans are submitted for review. The form needed to request the meeting and guidance on what will be covered there and how to prepare for it is located at https://www.deldot.gov/Business/subdivisions/ndfs/Meeting_Request_Form.pdf?t180220 1.
- Section P.5 of the Manual addresses fees that are assessed for the review of development proposals. DelDOT anticipates collecting the Initial Stage Fee when the record plan is submitted for review and the Construction Stage Fee when construction plans are submitted for review.
- Per Section 2.2.2.1 of the Manual, Traffic Impact Studies (TIS) are warranted for developments generating more than 500 vehicle trip ends per day or 50 vehicle trip ends per hour in any hour of the day. Precisely estimating the trip generation of the proposed development based on the information presented in the PLUS application is difficult due to the

lack of specificity regarding the land uses and their sizes. Industrial uses vary significantly with regard to the amount of traffic they generate.

As required all site plans will be submitted per current DeIDOT guidelines to DeIDOT to determine the vehicle trip ends per day for each use proposed for the property.

However, the 9th edition of the Institute of Transportation Engineers' (ITE) Trip Generation Manual provides rates and equations for the trip generation of Industrial Parks on the basis of acreage. On that basis, DeIDOT estimates that the site would generate 3,739 vehicle trip ends per day and 442 vehicle trip ends per hour during the weekday evening peak hour. If the County approves this rezoning, DeIDOT will revisit the need for a TIS when a site plan is presented. Presently, however, DeIDOT anticipates requiring a TIS.

The purpose of a TIS is to identify offsite improvements that the developer should build or contribute toward. Even without the benefit of the TIS, DeIDOT anticipates requiring the developer to improve Delaware Routes 16 and 30 to meet Collector Road standards, including two 11-foot travel lanes and two 8-foot shoulders, within the limits of their frontage. This requirement may include a bituminous concrete overlay to the existing travel lanes, at DeIDOT's discretion, will likely include the addition of turning lanes at the site entrances and at the intersection of Routes 16 and 30, and could include a median island on Route 16 to prohibit left turns in and out of the access proposed there. If DeIDOT requires an overlay, they will analyze the existing travel lanes' pavement section specify the overlay thickness.

The applicant understands that DeIDOT is responsible for the operation, maintenance, and construction of State maintained roads as well as the regulation of all entrance and roadway improvements. Furthermore, it is understood that the traffic generated from the uses planned for these properties may have a potential impact to the adjacent highways and recognizes that an analysis of the effects of the traffic generated is important to the safety of the community. Additionally, the intersection mentioned above may have been the subject of sufficient studies, given its importance to the areas traffic volume. The Level of Service at this intersection may not be affected by this application and future use of the land given the current volume of traffic in the area the effects it currently has at this intersection. The applicant cannot control right-of-way acquisition from other property owners so the threshold of the improvements mentioned above may create an undue burden on the applicant but understands that contributions to future upgrades of this intersection based on a fair-share rate is expected and will be discussed further with DeIDOT.

- As necessary, in accordance with Section 3.2.5 and Figure 3.2.5-a of the Manual, DeIDOT will require dedication of right-of-way along the site's frontage on Delaware Routes 16 and 30. By this regulation, this dedication is to provide a minimum of 40 feet of right-of-way from the physical centerline along both roads. The following right-of-way dedication note is required, "An X-foot wide **right-of-way is hereby dedicated to the State of Delaware**, as per this plat."

Future dedications of land along both Major Collector Roads have been factored into the planning of the property.

- In accordance with Section 3.2.5.1.2 of the Manual, DeIDOT will require the

establishment of a 15-foot wide permanent easement across the property frontage on Delaware Routes 16 and 30. The location of the easement shall be outside the limits of the ultimate right-of-way. The easement area can be used as part of the open space calculation for the site. The following note is required, “A **15-foot** wide permanent easement is hereby established for the State of Delaware, as per this plat.”

15-foot wide easements will be dedicated along both roadways during the site planning of the property.

- Referring to Section 3.4.2.1 of the Manual, the following items, among other things, are required on the Record Plan:
 - o A Traffic Generation Diagram. See Figure 3.4.2-a for the required format and content.
 - o Depiction of all existing entrances within 600 feet of any entrance(s) proposed on Delaware Route 16 or Delaware Route 30.
 - o Notes identifying the type of off-site improvements, agreements (signal, letter) contributions and when the off-site improvements are warranted.
- Section 3.5.4.2 of the Manual addresses requirements for shared-use paths and sidewalks. For projects in Level 3 and 4 Investment Areas, the requirement for installation of paths or sidewalks along the frontage on State-maintained roads is at DelDOT’s discretion. As discussed below with regard to transit, **DelDOT anticipates requiring the developer to build a Shared Use Paths along their frontage on Delaware Routes 16 and 30.**
- Per Section 3.5.5 of the Manual, existing and proposed transit stops and associated facilities as required by the Delaware Transit Corporation (DTC) or DelDOT shall be shown on the Record Plan. DART Bus Route 303, the intercounty route from Dover to Milford to Georgetown, passes the site on Delaware Route 16 and DTC has advised DelDOT that a Type 2, 5-foot by 8-foot, bus stop pad will be needed on the near side of the intersection of Delaware Routes 16 and 30, including a companion stop heading westbound on SR 16. They consider paths into the site from the stop, and intersection improvements are needed for safe pedestrian connections between bus stops, to be associated facilities.

The developer’s engineer may contact Mr. Bill Williamson, a Facilities Coordinator for DTC, for specific information on the design details. Mr. Williamson can be reached at (302) 576-6132 or William.Williamson@delaware.gov.

We will be in contact with the Facilities Coordinator for the above referenced items.

» In accordance with Section 3.8 of the Manual, storm water facilities, excluding filter strips and bioswales, shall be located a minimum of 20 feet from the ultimate State right-of-way along Delaware Routes 16 and 30.

- In accordance with Section 5.2.9 of the Manual, the Auxiliary Lane Worksheet should be used to determine whether auxiliary lanes are warranted at the site entrances and how long

those lanes should be. The worksheet can be found at <http://www.dclldot.gov/13usiiess/stibclivisions/index.shtml>.

- In accordance with Section 5.14 of the Manual, all existing utilities must be shown on the plan and a utility relocation plan will be required for any utilities that need to be relocated.

Understood.

» The applicant should expect a requirement that any substation and/or wastewater facilities will be required to have access from an internal driveway with no direct access to Delaware Route 16 or Delaware Route 30.

- The applicant should expect a requirement that all PLUS and Technical Advisory Committee (TAC) comments be addressed prior to submitting plans for review.

Understood.

» Please be advised that the Standard General Notes have been updated and posted to the DelDOT website. Please begin using the new versions and look for the revision dates of March 21, 2019 and March 25, 2019. The notes can be found at <https://www.deldot.gov/Business/subdivisions/>.

Department of Natural Resources and Environmental Control — Beth Krumrine 735-3480
Concerns Identified Within the Development Footprint

Stormwater Management

- If rezoning is approved and the site is developed, projects disturbing greater than 5,000 square feet require the development and approval of a Sediment and Stormwater Plan prior to any land disturbing activity taking place on the site.
- The plan must be approved by the appropriate agency. This agency will vary depending on the location of the project, or whether is operated by a state agency or school district. The appropriate agency for this project is identified below.
- Additionally, construction activities that exceed 1.0 acre of land disturbance require Construction General Permit coverage through submittal of an electronic Notice of Intent for Stormwater Discharges Associated with Construction Activity. This form must be submitted electronically (<https://apps.dnrec.state.de.us/eNOI/default.aspx>) to the DNREC Division of Watershed Stewardship, along with the \$195 fee.

Understood.

» Appropriate plan review agency contact: Sussex Conservation District at (302) 856-2105. Website: <https://www.sussexconservation.org/>

» General stormwater contact: DNREC Sediment and Stormwater Program at (302) 739-9921. E-mail. DNREC.Stormwater@delaware.gov.

Website. <http://www.dnrec.delaware.gov/swc/Paaes/SedimentStormwater.aspx>.

Wastewater

- Tax parcel 235-13.00-29.00 has an existing gravity system permit with the DNREC Ground Water Discharges Section Small Systems Branch, and tax parcel 235-13.00-29.01 has an existing Pressure Dose (Capping Fill) system permit.
- These systems must be abandoned properly if no longer in use. Notify the Department of any changes.
- Contact: DNREC Ground Water Discharges Section Small Systems Branch at (302) 739-9947.

Artesian Water has secured an easement and has installed a sanitary sewer force main across the frontage of these properties and has indicated a willingness to serve the properties.

Industrial Stormwater

- This site is proposed to be developed into an industrial park.
- A Notice of Intent for Industrial Stormwater under National Pollutant Discharge Elimination System may be required for this site if rezoning is approved and the site is developed for industrial use. The applicant should contact the DNREC Surface Water Discharges Section for more information.
- Contact: DNREC Surface Water Discharges Section at (302) 739-9946.
Website: <https://dnrec.alpha.delnw.gov/water/surface-water/npdes/industrial-stormwater-runoff/>

Understood.

Concerns Identified Outside of the Development footprint

Water Quality

- If developed into an industrial area, this site drains directly into the headwaters of the Broadkill River. To support the State's water quality efforts, reduce the amount of pollutants that enter local waterways.
- Contact: DNREC Surface Water Discharges Section at (302) 739-9946.
Website: <https://dnrec.alpha.delnw.gov/water/surface-water/npdes/industrial-stormwater-runoff/>

Understood.

State Historic Preservation Office — Contact Carlton Hall 736-7400

- The Delaware SHPO does not support development in Level 4 areas.

This property is immediately adjacent to Level 2 and Level 3 areas. In Sussex County there are areas where county growth areas can be expanded for applications that can demonstrate good logic and rationale for the County's zoning. In some cases, they are in State Investment Level 4 areas. Similar to growth areas in Investment Level 3 areas, special scrutiny should be applied to development proposals. According to the 2019 Sussex County Comprehensive Plan, "...the County is signaling that selected new growth areas may be needed to accommodate future development in places the State does not currently view as growth centers according to its "Delaware Strategies for State Policies and Spending" document." (Page 4-10) SHPO should note that the maps contained within the Strategies for State Policies and Spending document are not "parcel-based," so it is still necessary to thoroughly investigate the constraints of particular land parcels, even though they may be contained in one of the growth-oriented investment levels of the Strategies for State Policies and Spending.

- Prehistoric archaeological potential is low to moderate. Well-drained soils make up the entire area, but there are no comparable sites nearby and the nearest water source is over 600m away, with no evidence of relic water sources.
- Historic potential is moderate. It appears to be the property owned by William C. Prettyman in 1868, which has a house on the property (basing it on its location midway between the Donovan House and Milton). This could be the same house that is on the property currently, though a formal survey hasn't been completed in almost 40 years. There may be historic archaeological remains related to the house. The Milton 1944, 1955 topos show a white square, which could either indicate a building or a cemetery depending on the USGS maps (Historical Topographic Map Symbols document). Delaware SHPO advise caution.
- If any project or development proceeds, the developer should be aware of the Unmarked Human Burials and Human Skeletal Remains Law (Del. C. Title 7, Ch. 54).

Understood.

Delaware Transit Corporation (DTC) — Contact: Jared Kauffman 576-6062

- DTC recommends the following:
 - o A type 2 5'x8' bus stop on the near side of SR 16/SR 30 intersection.
 - o Contact Bill Williamson of DART Facilities for design details on needed companion stop heading westbound on SR 16. Intersection improvements are needed for safe pedestrian connections between bus stops. Bill's contact is William.Williamson J.dclowuie.gov, 302-576-6132.

Understood.

Department of Agriculture — Contact: Milton Melendez 698-4534

• The proposed project is adjacent to a property protected through the State's Agricultural Lands Preservation Program (Isaacs #2 Orchards District S-97-01-155 Parcels 235-13.00- 6.06, 235-13.00-6.05). Therefore, the activities conducted on this preserved property are protected by the agricultural use protections outlined in Title 3, Del. C., Chapter 9. These protections effect adjoining developing properties. The 300-foot notification requirement affects all new deeds in a subdivision located in whole or part within 300 feet of an Agricultural District/Easement. Please take note of these restrictions as follows:

For clarification, the subject properties that are part of our application are approximately 4,200-foot east of Parcel 6.06 and across Delaware Route 16 from Parcel 6.05. The properties are not "adjacent" to the above-mentioned Parcels as that would indicate that we are "next to" or "adjoining". We are aware that Parcel 6.05 serves as the wastewater disposal area for the Artesian Wastewater Management, Inc. Regional Sewer Plant located on Parcel 28.00. We understand and acknowledge the Agriculture Use Protection regulations and therefore will document accordingly.

§ 910. Agricultural use protections.

(a) Normal agricultural uses and activities conducted in a lawful manner are preferred and priority uses and activities in Agricultural Preservation Districts. In order to establish and maintain a preference and priority for such normal agricultural uses and activities and avert and negate complaints arising from normal noise, dust, manure and other odors, the use of agricultural chemicals and nighttime farm operations, land use adjacent to Agricultural Preservation Districts shall be subject to the following restrictions:

(1) For any new subdivision development located in whole or in part within 300 feet of the boundary of an Agricultural Preservation District, the owner of the development shall provide in the deed restrictions and any leases or agreements of sale for any residential lot or dwelling unit the following notice:

This property is located in the vicinity of an established Agricultural Preservation District in 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 farm operations. The use and enjoyment of this property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities."

(2) For any new subdivision development located in whole or in part within 50 feet of the boundary of an Agricultural Preservation District, no improvement requiring an occupancy approval shall be constructed within 50 feet of the boundary of the Agricultural Preservation District.

(b) Normal agricultural uses and activities conducted in accordance with good husbandry and best management practices in Agricultural Preservation Districts shall be deemed protected actions and not subject to any claim or complaint of nuisance, including any such

claims under any existing or future county or municipal code or ordinance. In the event a formal complaint alleging nuisance related to normal agricultural uses and activities is filed against an owner of lands located in an Agricultural Preservation District, such owner, upon prevailing in any such action, shall be entitled to recover reasonably incurred costs and expenses related to the defense of any such action, including reasonable attorney's fees (68 Del. Laws, c. 118, § 2.).

- In addition, if any wells are to be installed, Section 4.01(A)(2) of the Delaware Regulations Governing the Construction and Use of Wells will apply. This regulation states:

Pennoni presented and discussed, informally, with the Milton Town Manager and Public Works Director the proposal for the rezoning application for these properties and the applicant's willingness to further discuss the extension of public water from the Town of Milton that could serve the HI-1 uses in the future. Although not contiguous to the Town of Milton, opportunities in the form of growth, expansion and economic benefits could be realized by the Town and its future growth by extending water services to the properties. Alternatively, Artesian and Tidewater are in the area and could be approached to serve the properties with fire and domestic water for the uses of the property.

(2) For any parcel, lot, or subdivision created or recorded within fifty (50) feet of, or within the boundaries of, an Agricultural Lands Preservation District (as defined in Title 3, Del. C., Chapter 9); all wells constructed on such parcels shall be located a minimum of fifty (50) feet from any boundary of the Agricultural Lands Preservation District. This requirement does not apply to parcels recorded prior to the implementation date of these Regulations. However, it is recommended that all wells be placed the maximum distance possible from lands which are or have been used for the production of crops which have been subjected to the application of land applied federally regulated chemicals.

Following receipt of this letter and upon filing of an application with the local jurisdiction, the applicant shall provide to the local **jurisdiction and the** Office of State Planning Coordination a written response to comments received as a **result of** the pre-application **process, noting whether comments were incorporated into the project** design or not and the reason therefore. Thank you for the opportunity to review this project. If you have any questions, please contact me at 302-739-3090.

If future rezonings should be generally consistent with Future Land Use Plans, and the Future Land Use Plan revises and expands the existing planning areas, then the Plan suggests that "these planning areas provide the logic and rationale for the County's zoning." (Page 4-8) It is important to note that the land use classifications within the Future Land Use Plan are not zoning districts, and the classifications can include multiple zoning districts within them as suggested within Table 4-5-2. The Plan continues to outline "that multiple zoning districts can be appropriate in a given planning area, depending on a variety of circumstances that may be relevant to a particular parcel of land in that planning area. The Plan further states that "it is important to recognize that other factors come into play when determining which zoning districts are appropriate for each land use classification." (Page 4-8) The zoning ordinance contains the detailed regulations for implementing the policies. In addition to the zoning ordinance, the County used the following guidelines to help determine where Growth Areas should be located: (Page 4-9)

- *Proximity to an incorporated municipality or a municipal annexation area.*
- *Presence of existing public sewer and public water service nearby.*

- *Plans by the County to provide public sewage service within five years.*
- *Location on or near a major road or intersection.*
- *Character and intensity of surrounding development, including proposed development.*
- *Location relative to major preserved lands.*
- *Location of water bodies.*

We believe the particular facts in our application (location, existing zoning and uses, proximity to two major collector roads and the railroad line and the ability to connect to public sewer and water that is nearby) support the requested HI-1 rezoning and that the rezoning would be, at a minimum, “generally” consistent with the Future Land Use Plan, particularly since the purpose of the plan is to serve as a guide for future development and is only identified as a “tool” to assist in making such determination.

Sincerely,



Constance C. Holland, AICP
Director, Office of State Planning Coordination

CC: Sussex County
Town of Milton

PENNONI

Mark H. Davidson, VP
Principal Land Planner

Reed Family
Sussex County
Town of Milton

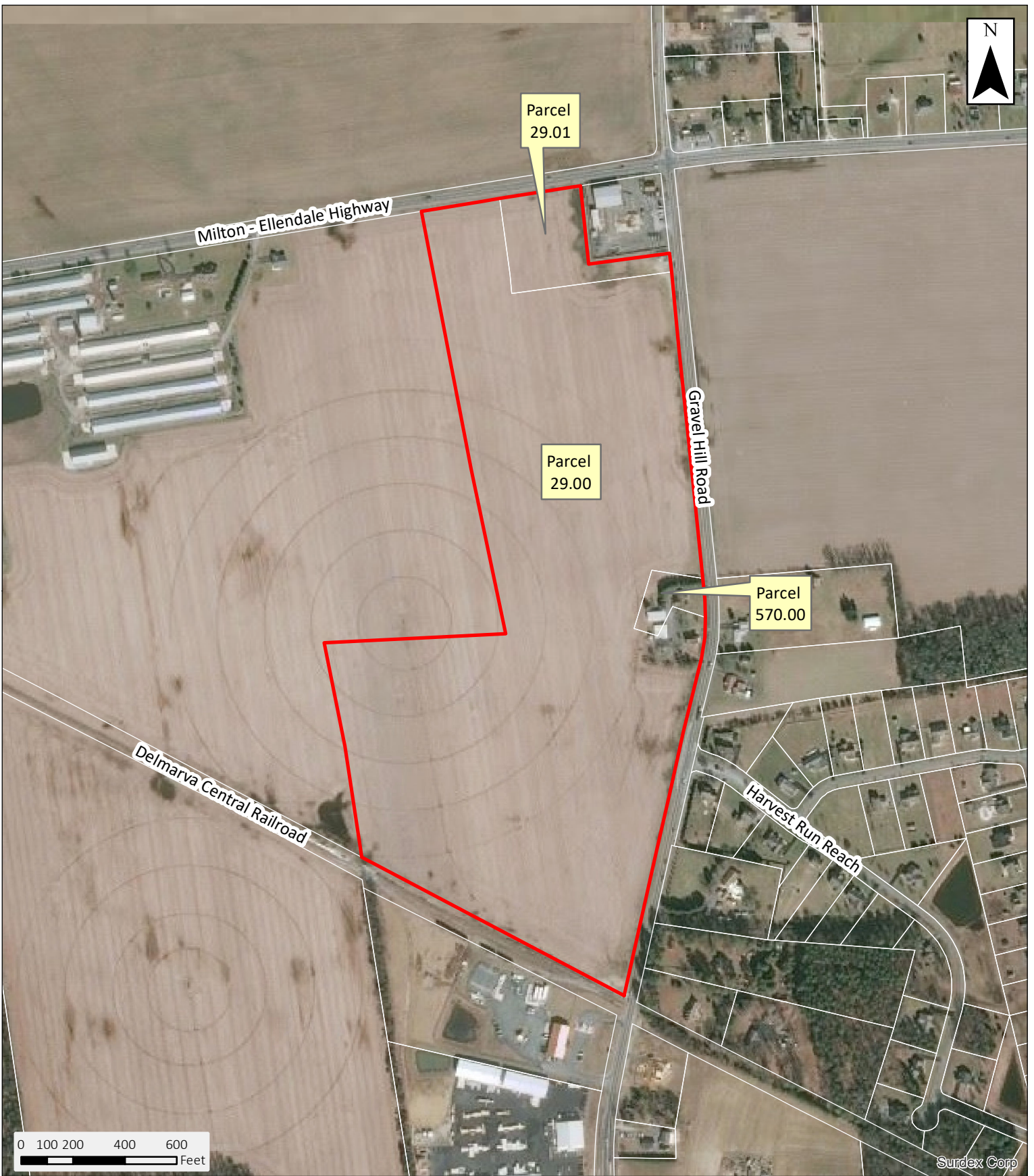


Figure 1 of 21. 1	2019 Aerial Image		
	Lands N/F of Reed Farms, LLC		
	RDFRM19001		

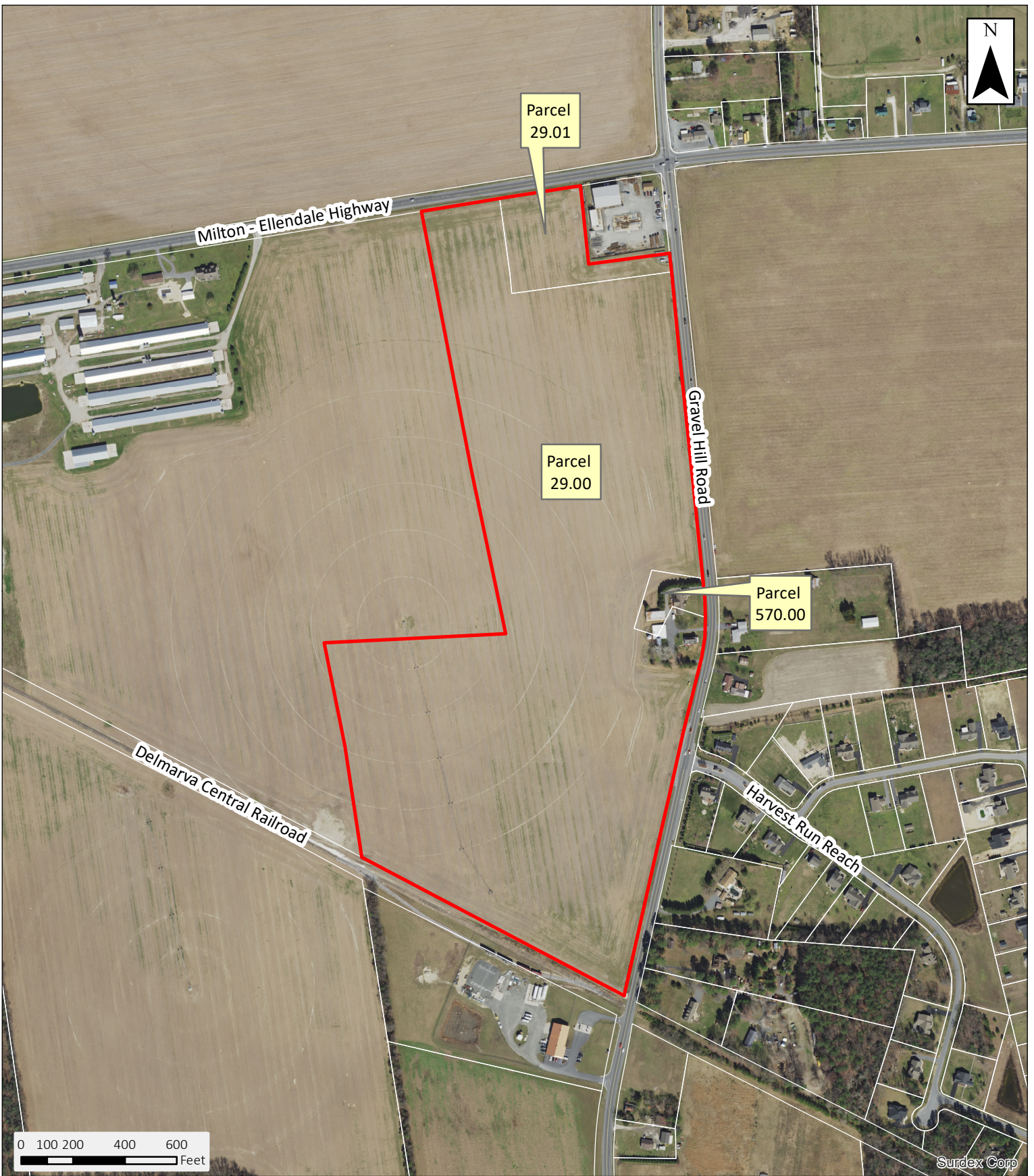


Figure 2 of 21. 2	2017 Orthophoto		
	Lands N/F of Reed Farms, LLC		
	RDFRM19001		

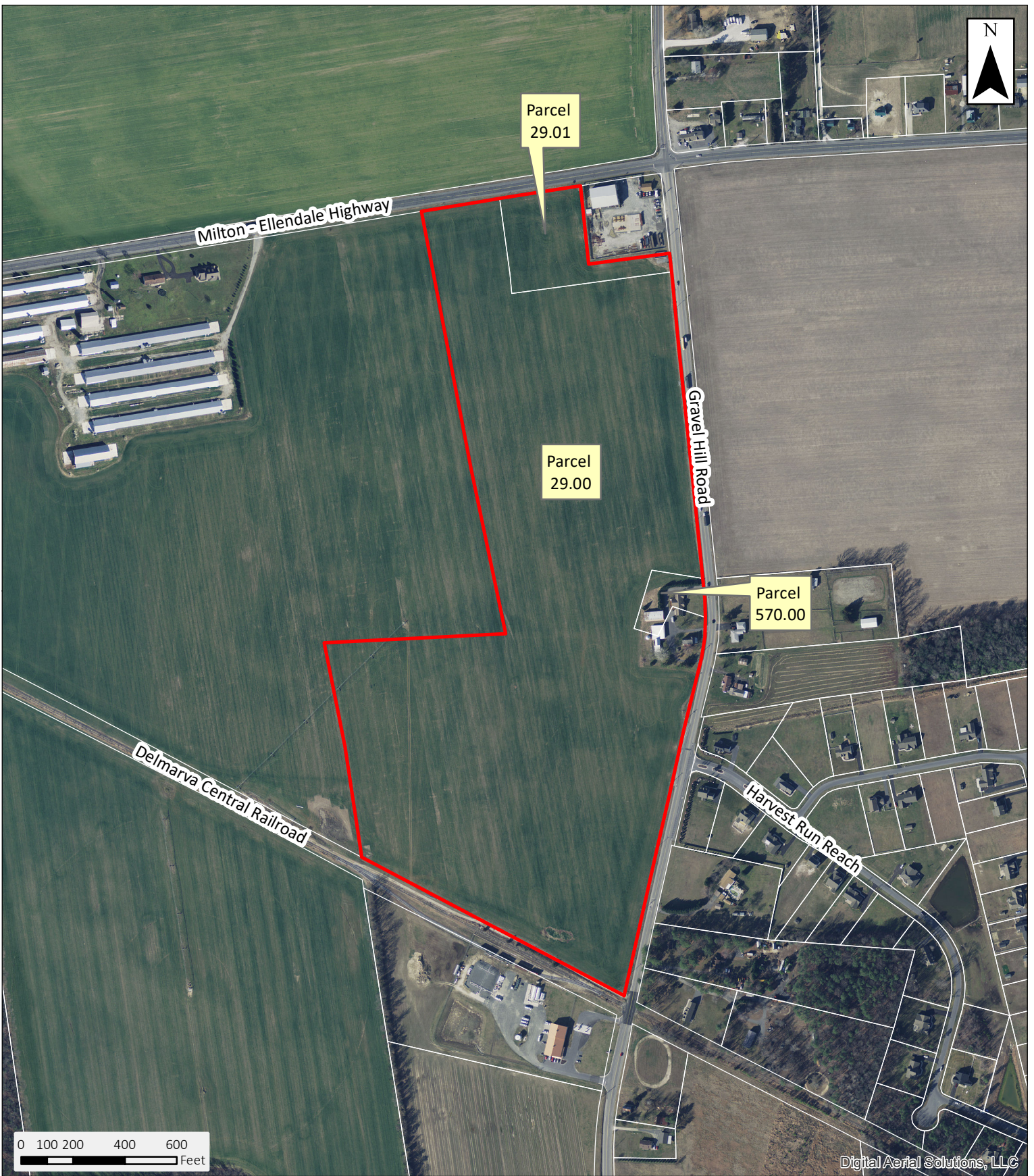


Figure 3 of 21.



3

2012 Orthophoto

Lands N/F of Reed Farms, LLC

RDFRM19001



	Subject Parcels
	Other Parcels

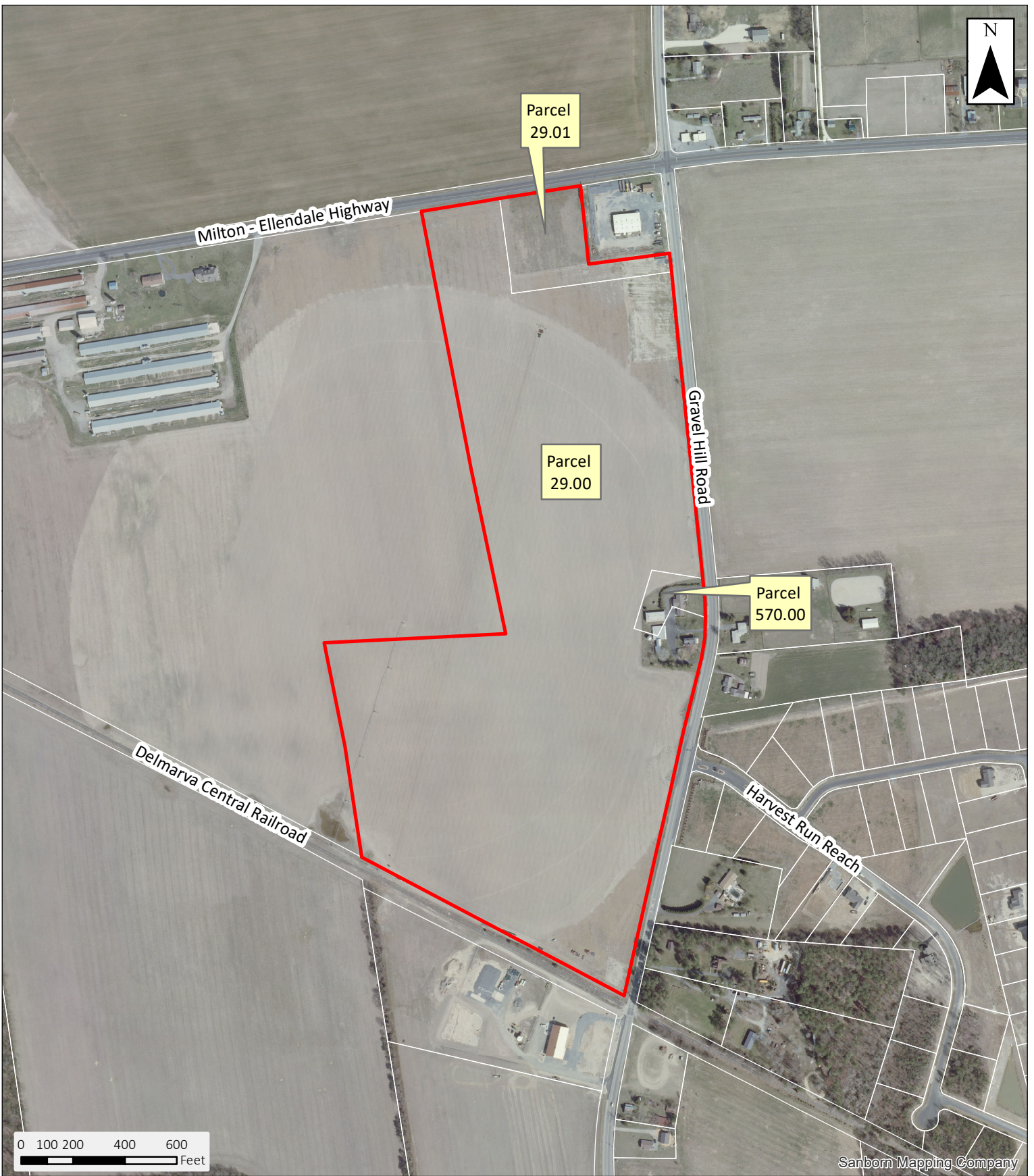


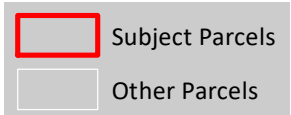
Figure 4 of 21.

4

2007 Orthophoto

Lands N/F of Reed Farms, LLC

RDFRM19001



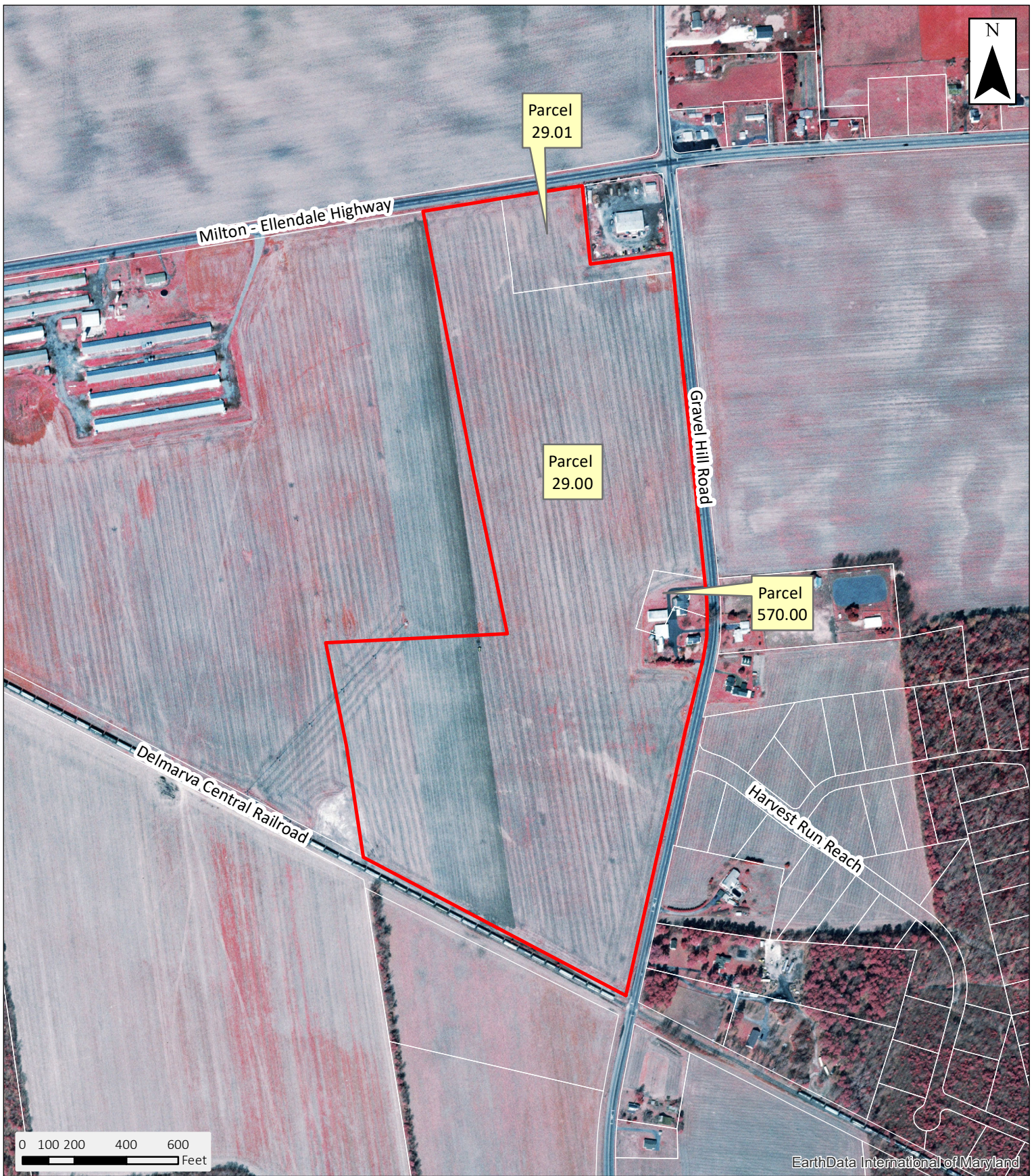


Figure 5 of 21.

5

2002 Orthophoto

Lands N/F of Reed Farms, LLC

RDFRM19001



- Subject Parcels
- Other Parcels

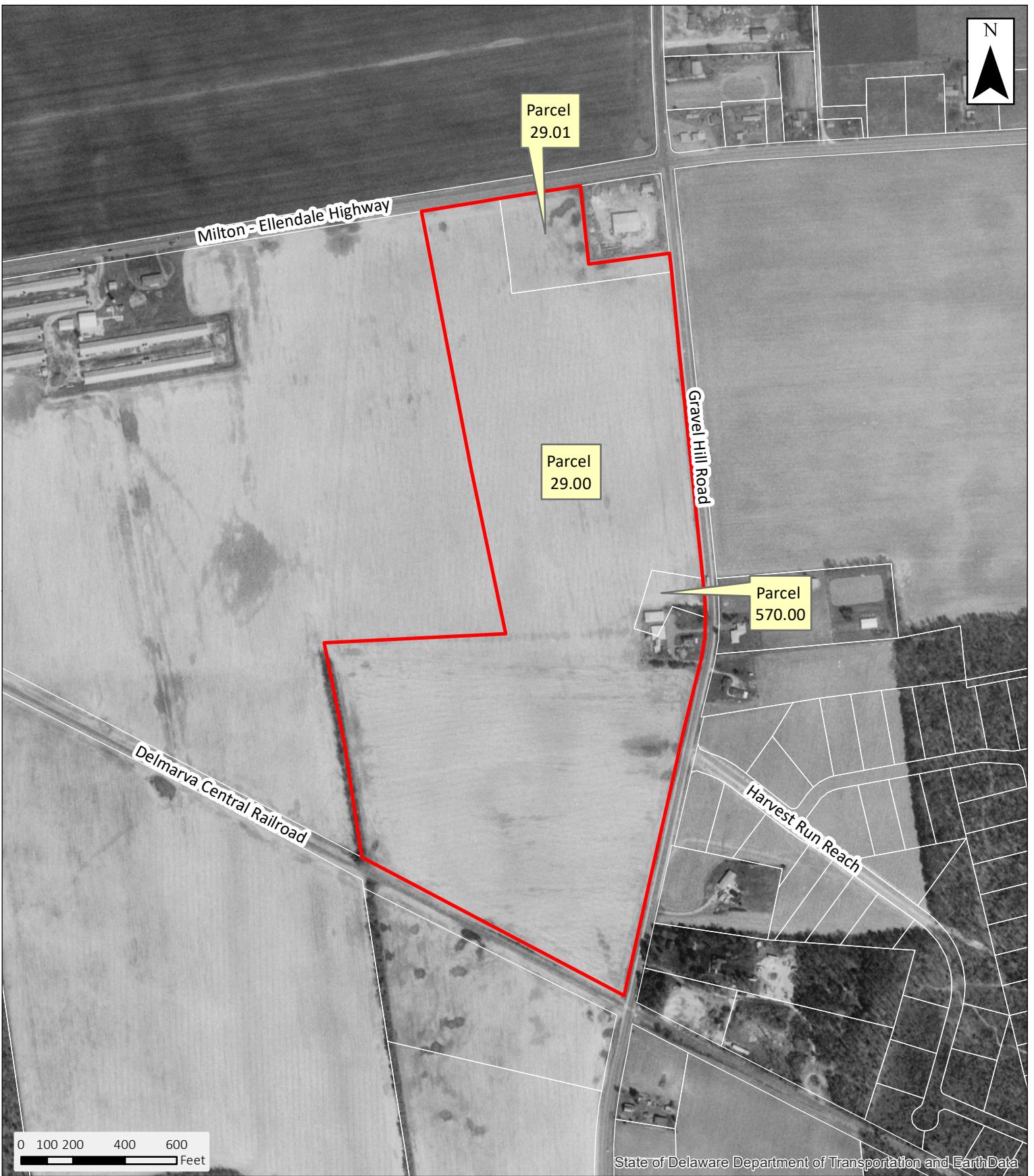


Figure 6 of 21.

6

1997 Orthophoto

Lands N/F of Reed Farms, LLC

RDFRM19001

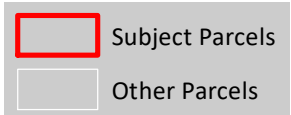




Figure 7 of 21.

7

1992 Orthophoto

Lands N/F of Reed Farms, LLC

RDFRM19001



- Subject Parcels
- Other Parcels

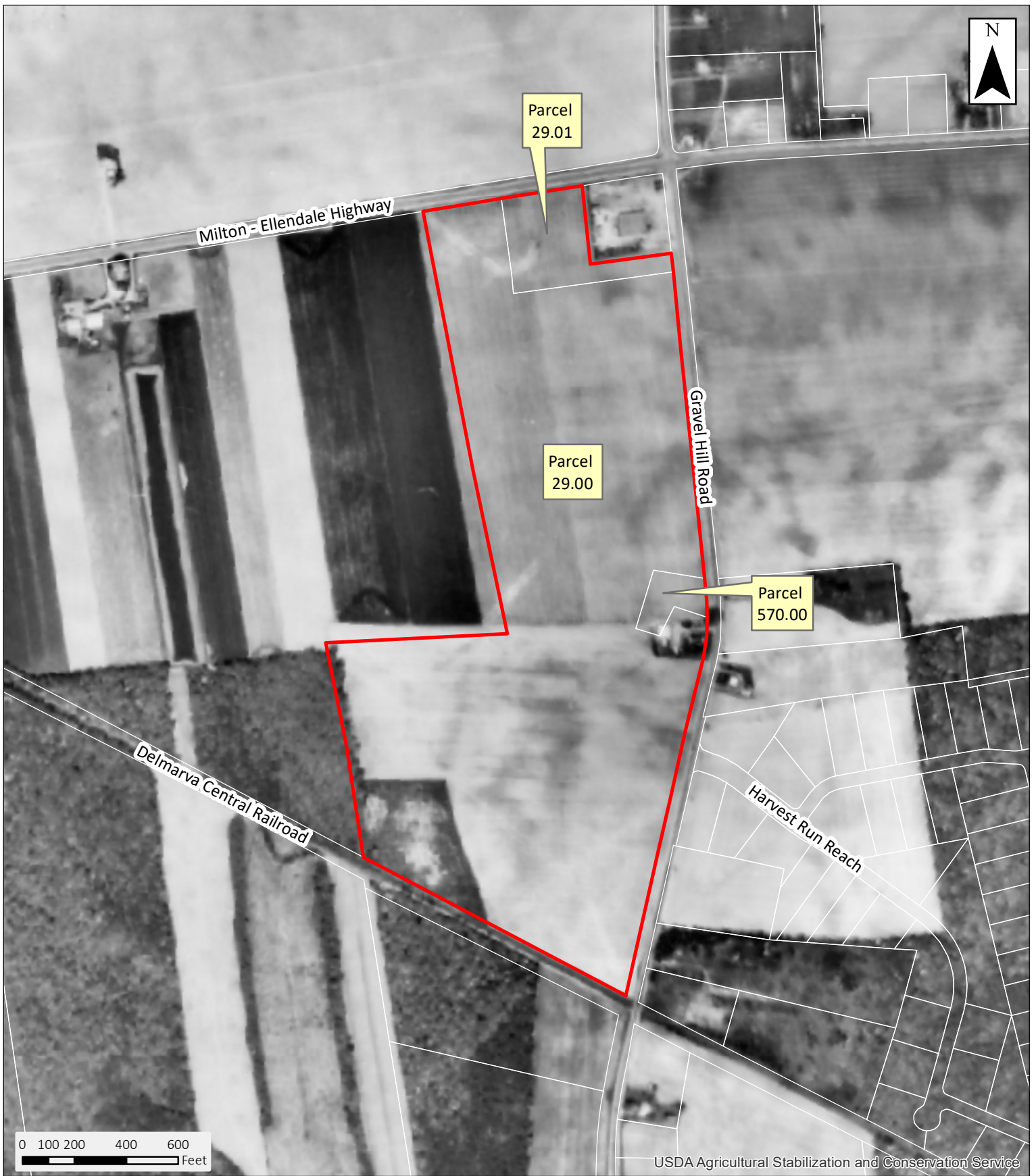
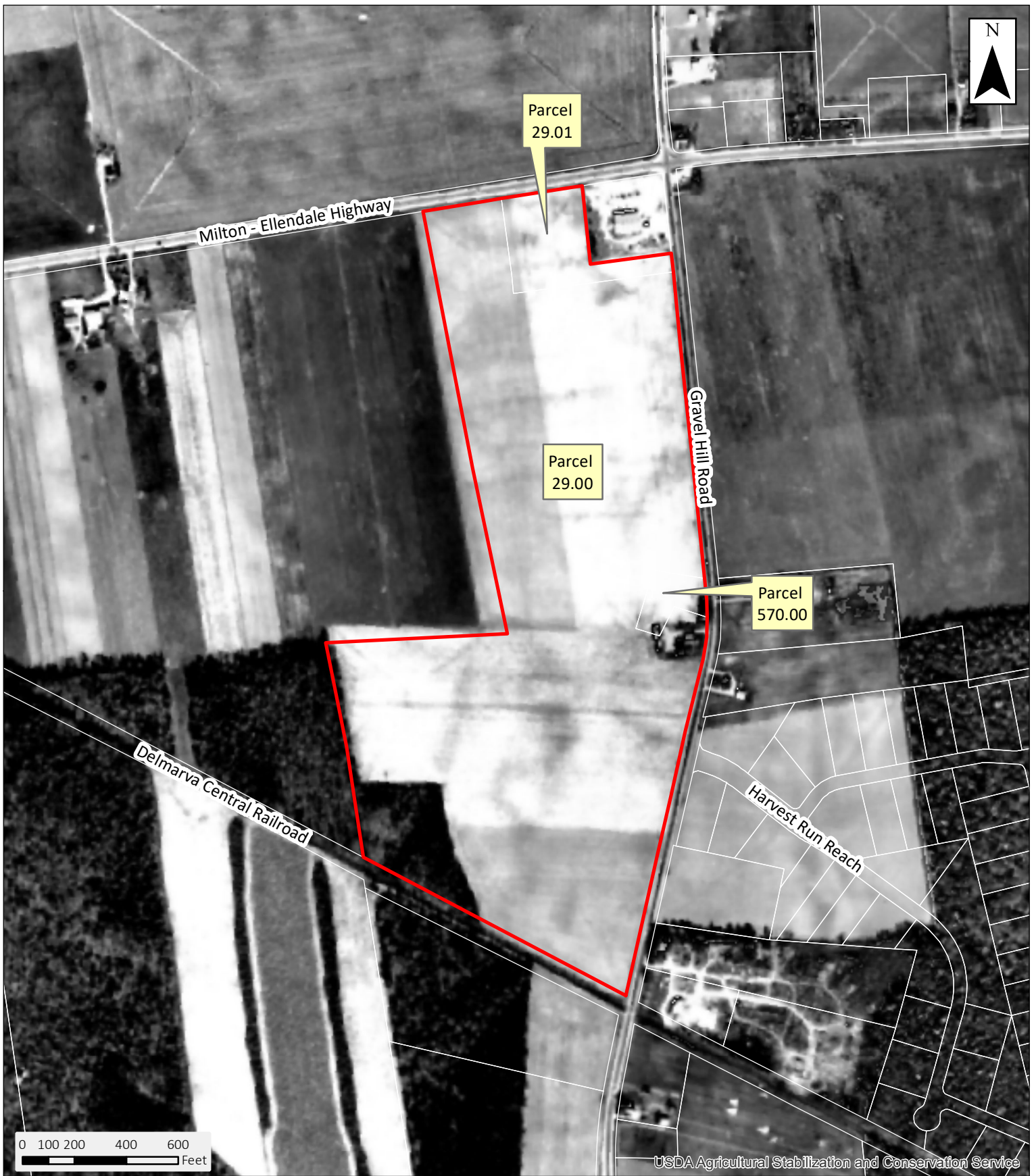


Figure 8 of 21. 8	1968 Orthophoto		
	Lands N/F of Reed Farms, LLC		
	RDFRM19001		



<p>Figure 9 of 21.</p> <p>9</p>	<p>1961 Orthophoto</p>		<p> <input type="checkbox"/> Subject Parcels <input type="checkbox"/> Other Parcels </p>
	<p>Lands N/F of Reed Farms, LLC</p>		
	<p>RDFRM19001</p>		

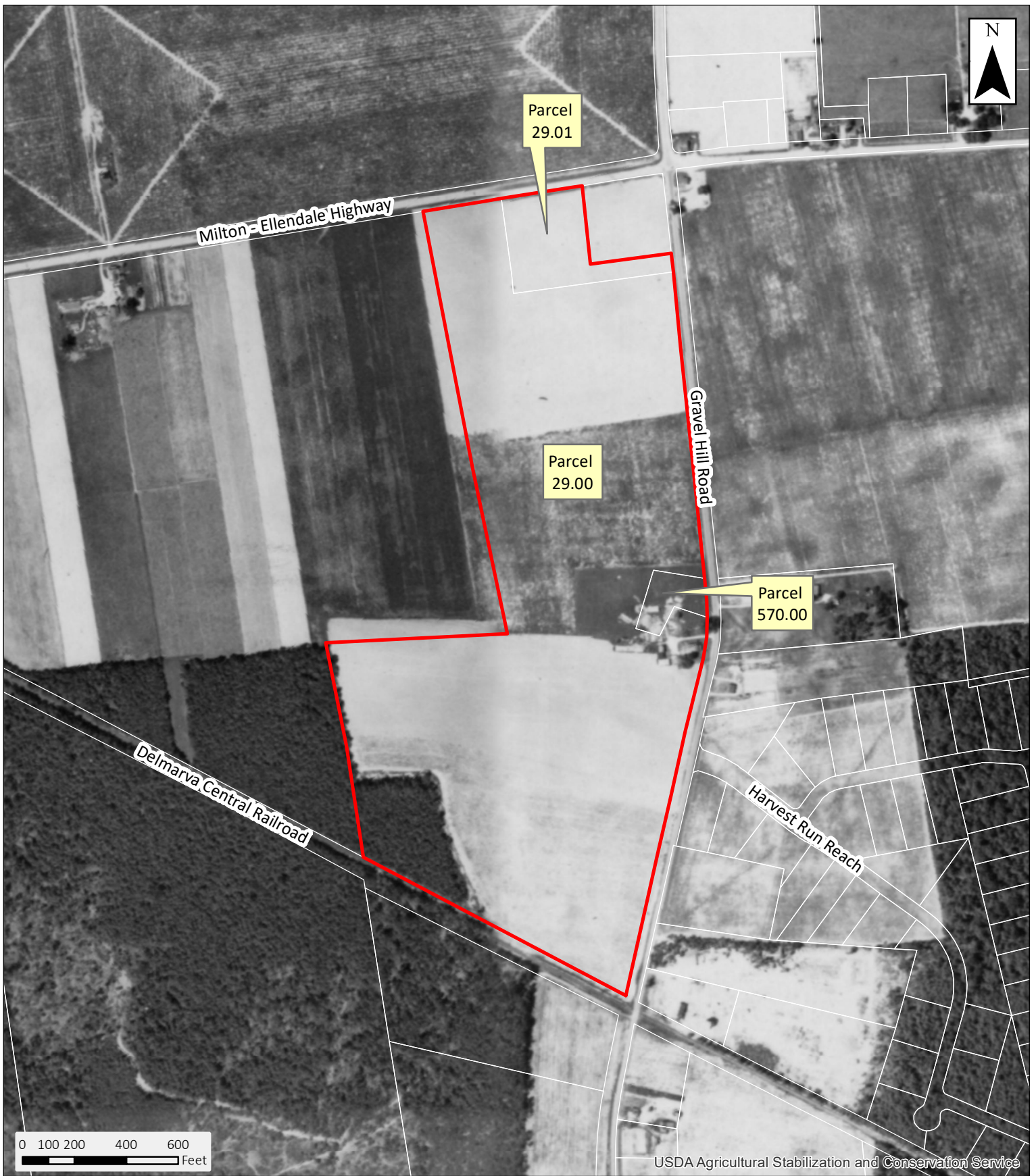
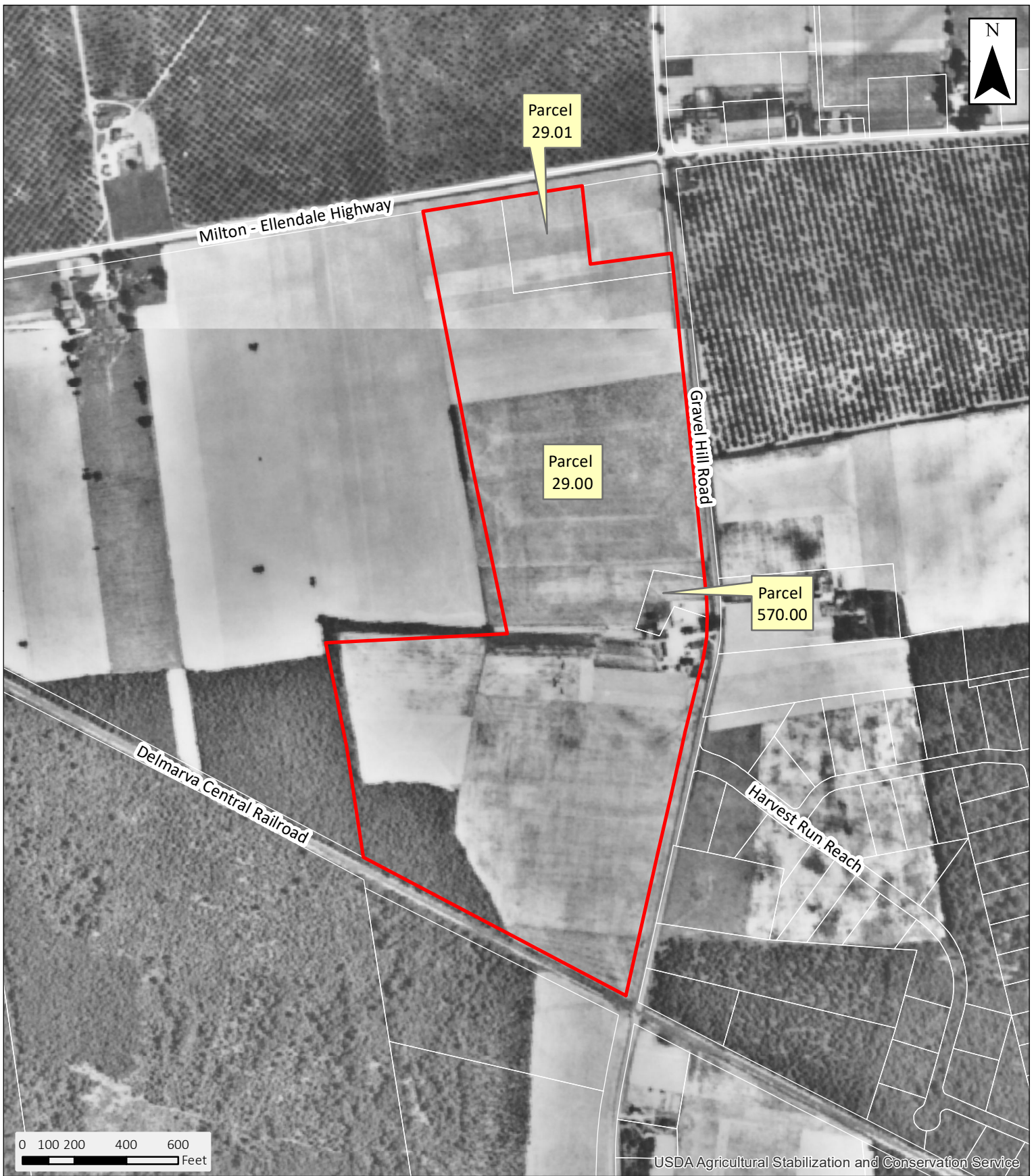


Figure 10 of 21. 10	1954 Orthophoto		
	Lands N/F of Reed Farms, LLC		
	RDFRM19001		



<p>Figure 11 of 21.</p> <p>11</p>	<p>1937 Orthophoto</p>		<p> <input type="checkbox"/> Subject Parcels <input type="checkbox"/> Other Parcels </p>
	<p>Lands N/F of Reed Farms, LLC</p>		
	<p>RDFRM19001</p>		

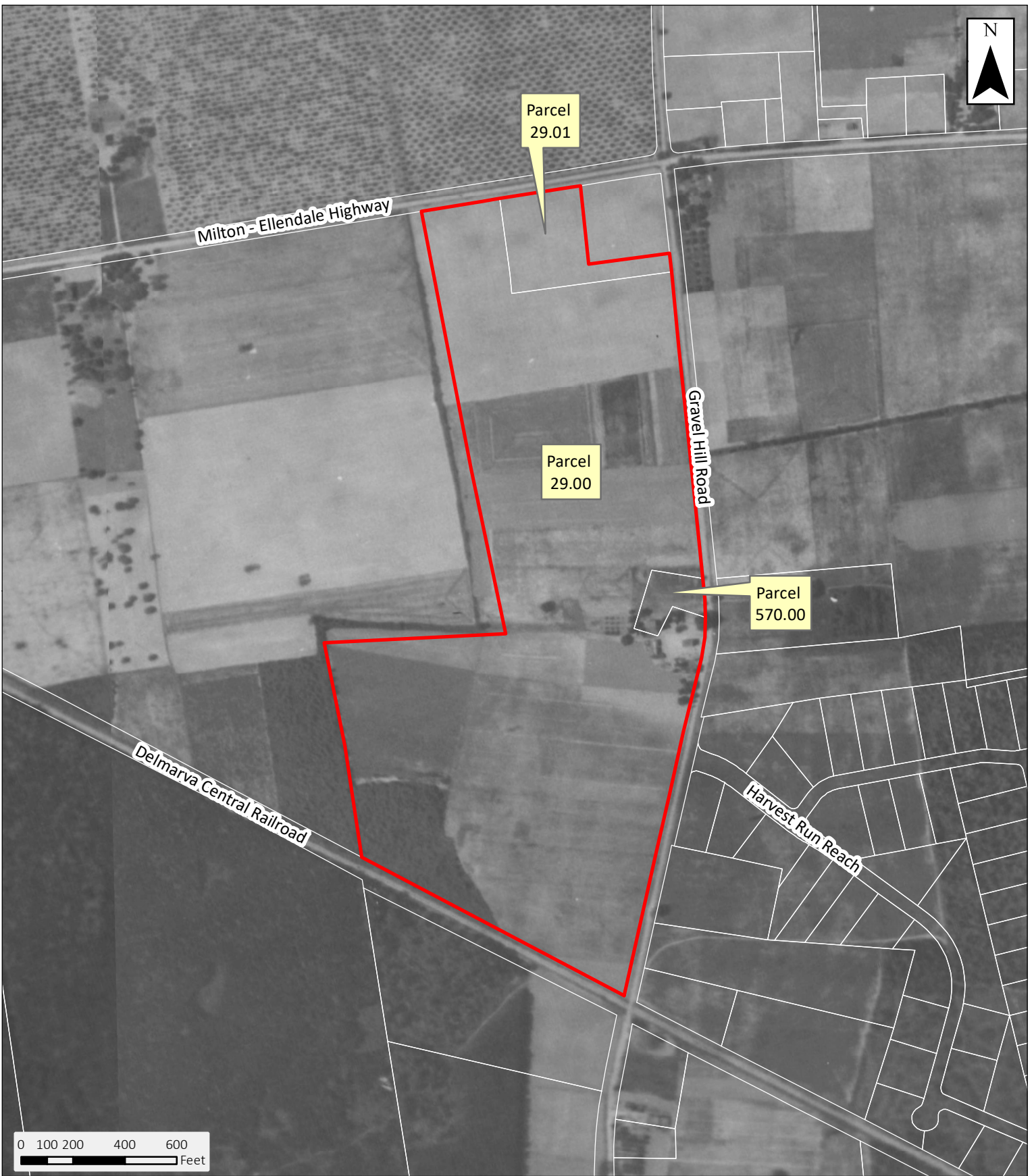


Figure 12 of 21.

12

1926 Orthophoto

Lands N/F of Reed Farms, LLC

RDFRM19001

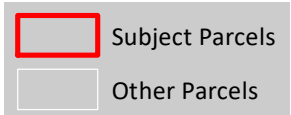




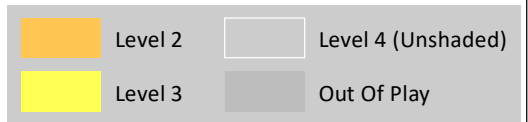
Figure 13 of 21.

13

2015 State Strategies
& Investment Levels

Lands N/F of Reed Farms, LLC

RDFRM19001



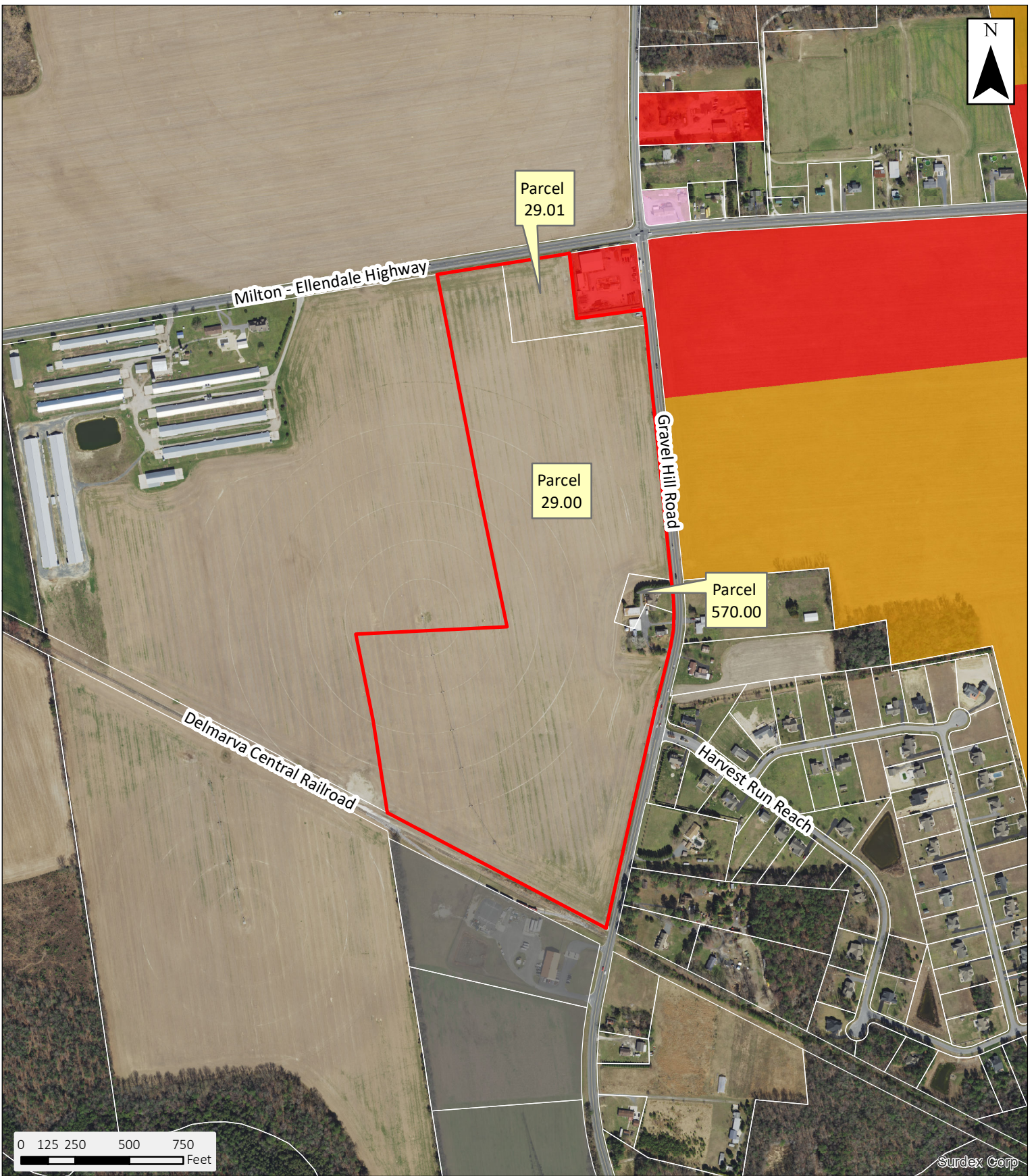


Figure 14 of 21.
14

County Zoning Map
Lands N/F of Reed Farms, LLC
RDFRM19001



	AR-1 (Unshaded)		HR-1
	C-1		B-1
	H-1		

Surdex Corp

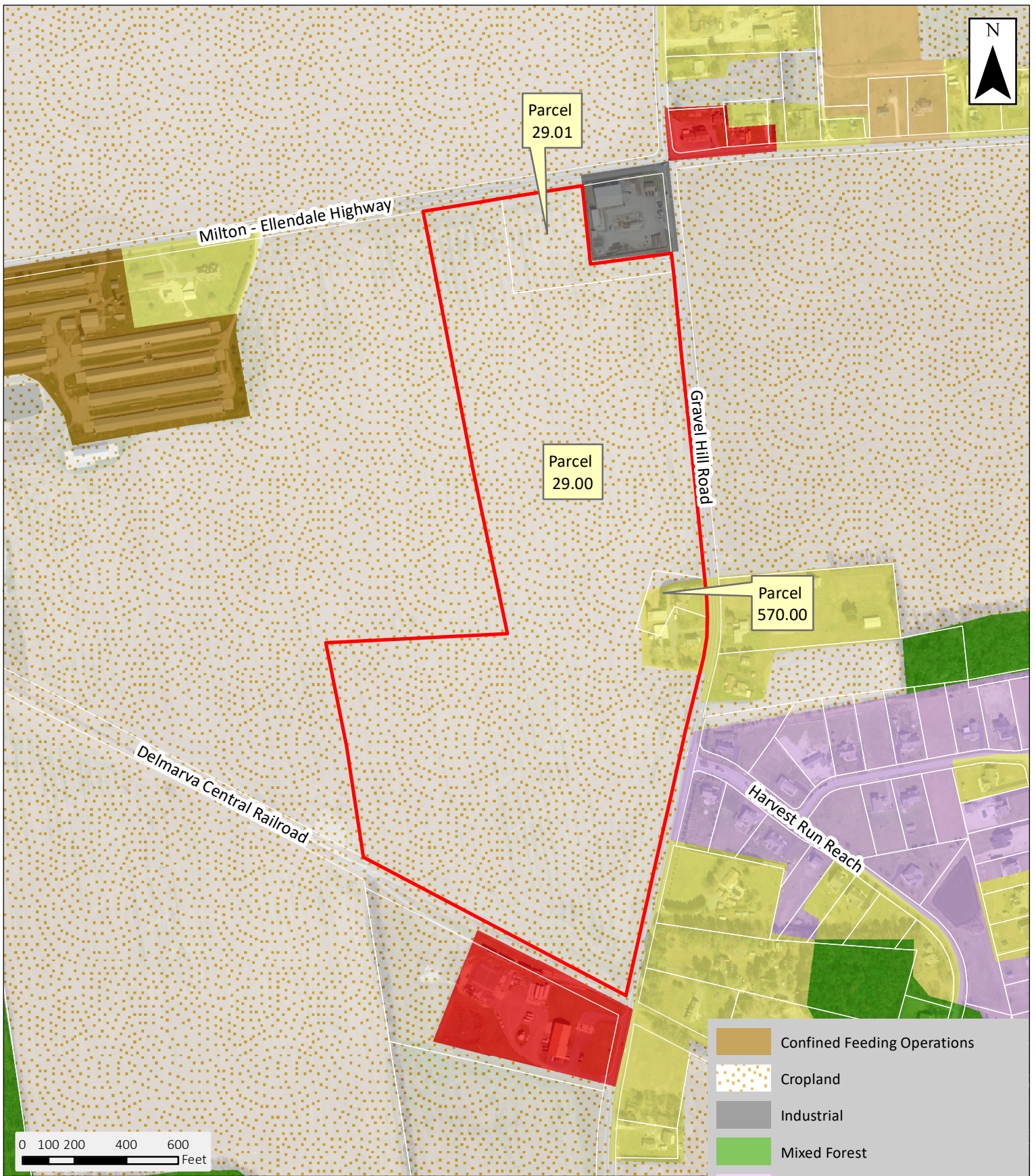


Figure 15 of 21.

15

2012 Land Use/Land Cover

Lands N/F of Reed Farms, LLC

RDFRM19001



- Confined Feeding Operations
- Cropland
- Industrial
- Mixed Forest
- Other Urban or Built-up Land
- Pasture
- Retail Sales/Wholesale/Professional
- Single Family Dwellings

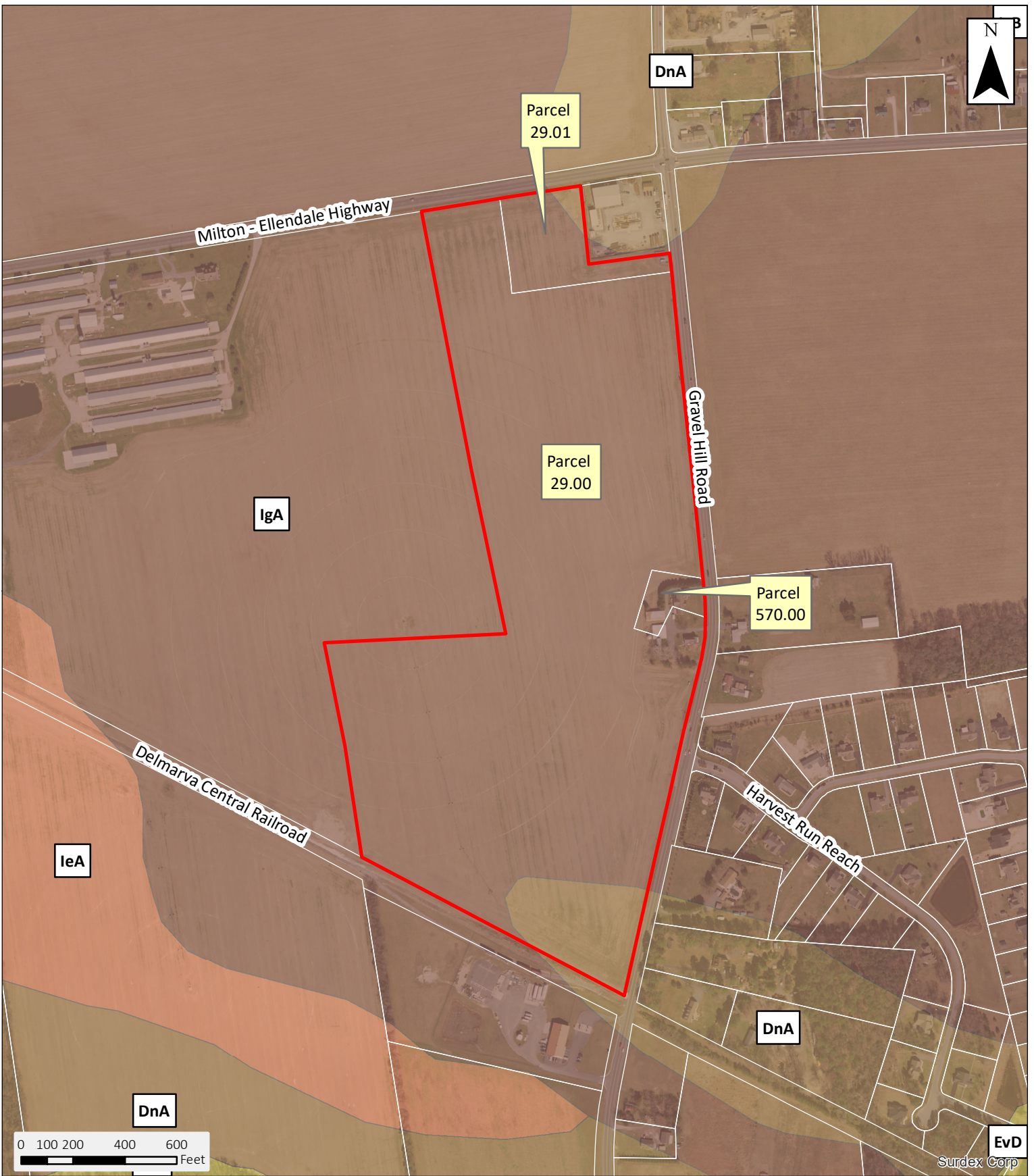


Figure 16 of 21.

16

NRCS Soils Mapping

Lands N/F of Reed Farms, LLC

RDFRM19001



Soil Types:

DnA - Downer loamy sand, 0-2% slopes, Group A

IgA - Ingleside sandy loam, 0-2% slopes, Group A

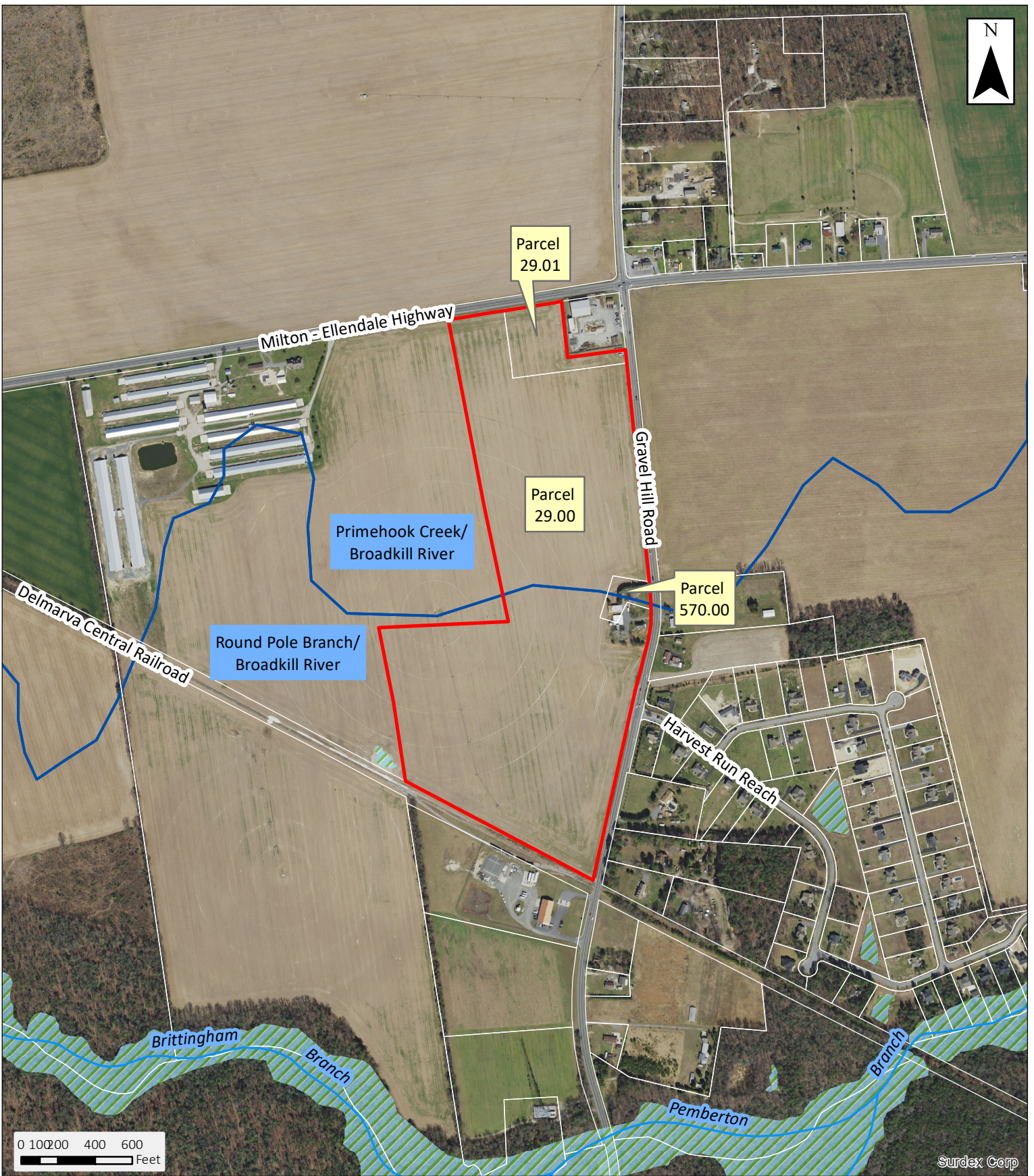
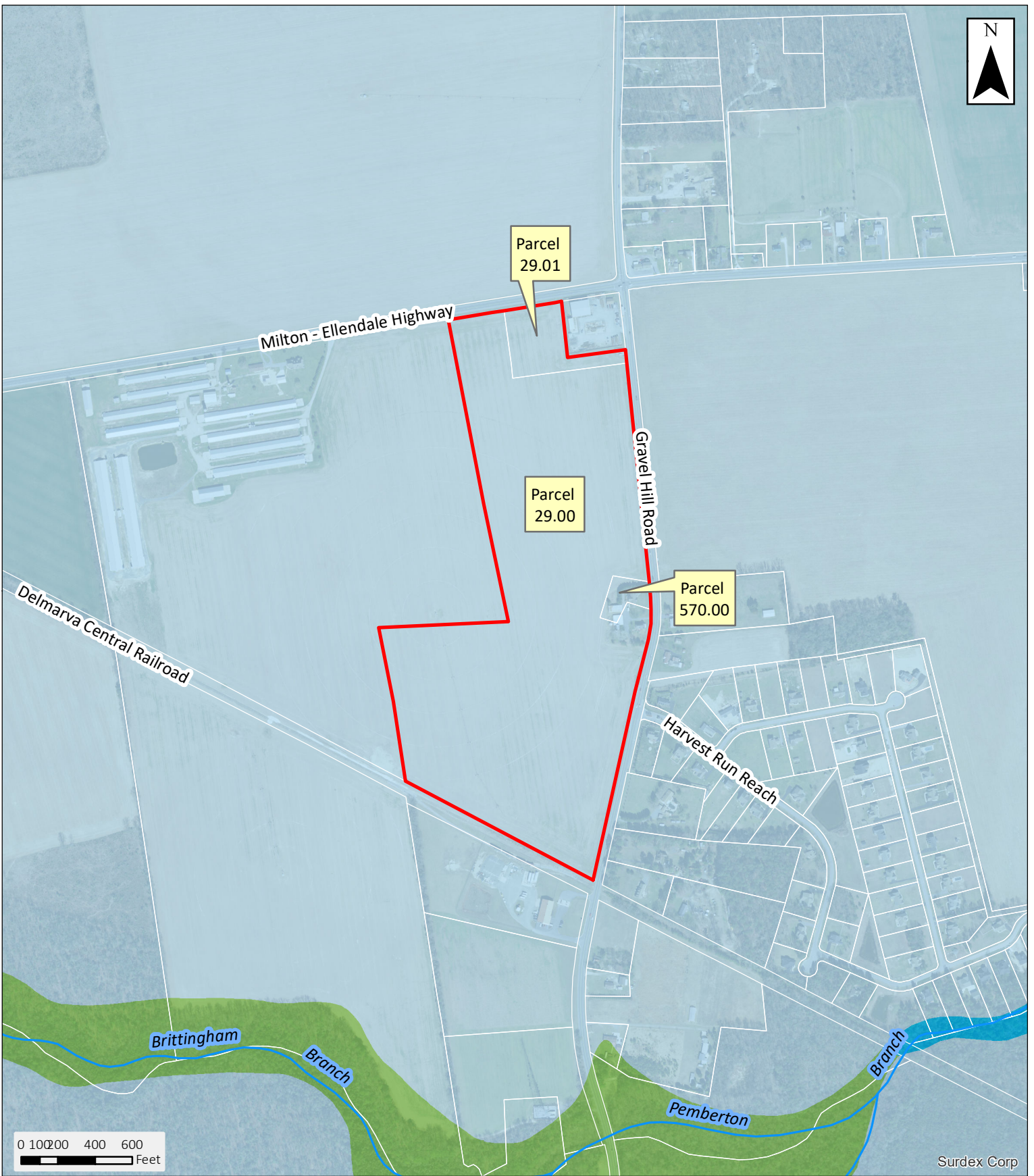


Figure 17 of 21. 17	State Wetlands Mapping		<ul style="list-style-type: none"> Streams Watershed Boundary DNREC Wetlands
	Lands N/F of Reed Farms, LLC		
	RDFRM19001		



Surdex Corp

Figure 18 of 21.

18

FEMA Floodplain Mapping

Lands N/F of Reed Farms, LLC

RDFRM19001



	Zone A
	Zone AE
	Zone X

Flood Maps:
 10005C0161J
 10005C0164J
 10005C0165J
 (Eff. 1/6/2005)

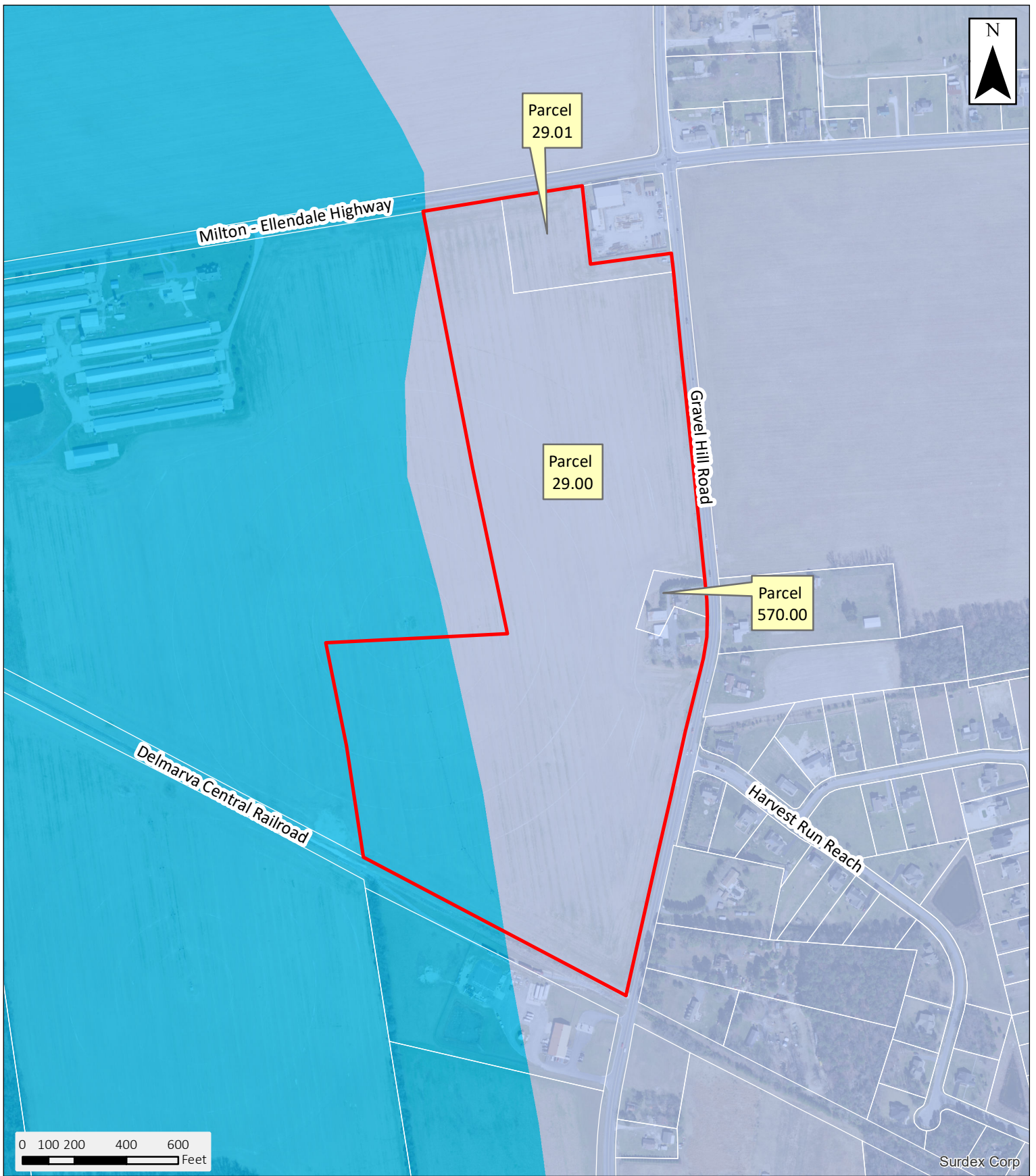


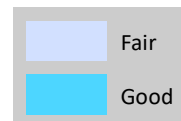
Figure 19 of 21.

19

Groundwater Recharge Potential

Lands N/F of Reed Farms, LLC

RDFRM19001



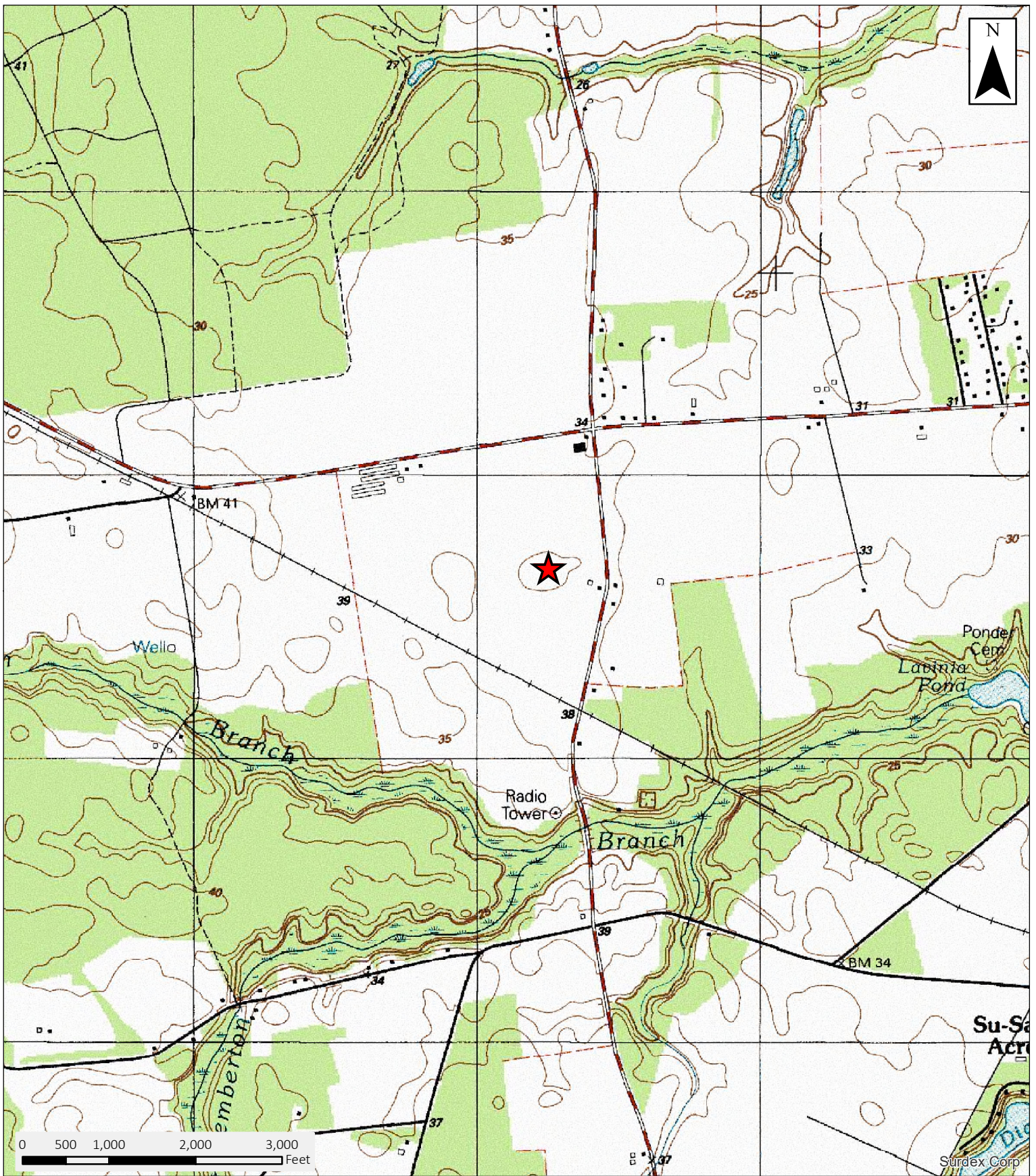


Figure 20 of 21.

USGS Topographic Map

20

Lands N/F of Reed Farms, LLC

RDFRM19001



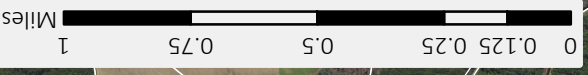
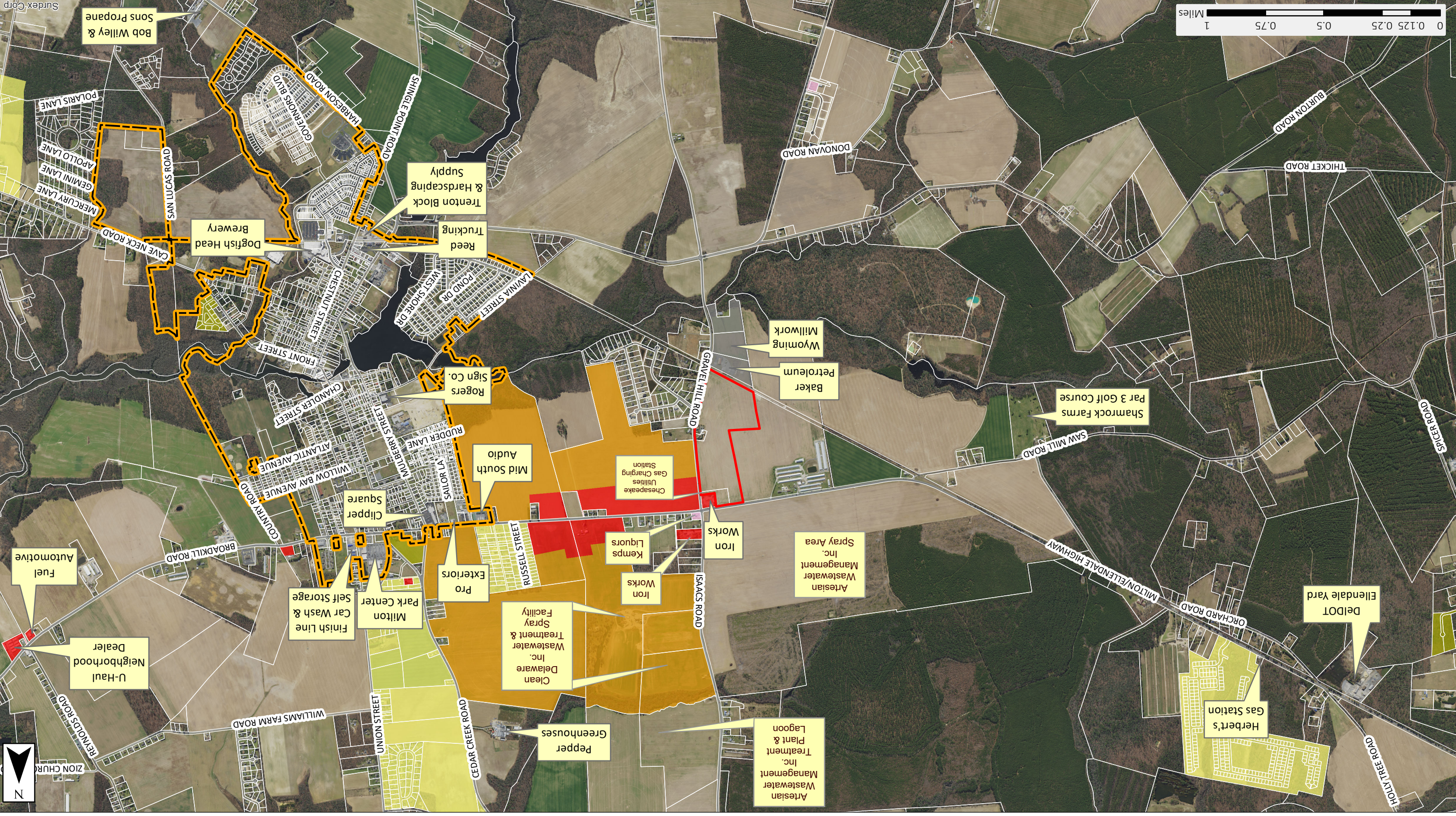
Area Commercial & Industrial Uses

Lands N/F of Reed Farms, LLC

RDFRM19001



	Subject Parcels
	Town of Milton
	AR-1 (Unshaded)
	C-1
	H-1
	MR
	GR
	HR-1
	B-1
	Tax Parcels





November 5, 2020

Sussex County Planning & Zoning Commission
2 The Circle
Georgetown, DE 19947

**RE: CZ 1923 REED FARMS, LLC
TAX MAP 235-13.00-29.00 & 29.01 and 235-14.00-570 | 67.31+/- ACRES
DELAWARE ROUTE 30 and DELAWARE ROUTE 16 | BROADKILN HUNDRED
SUSSEX COUNTY | DE**

Dear Commissioners:

The Delmarva Central Railroad Company (DCR), a subsidiary of Carload Express Inc. (CEI), operates 188 miles of rail line in Delaware, Maryland, and Virginia. Locally, the line runs from Harrington to Frankford with branches to Milton and Gravel Hill. DCR interchanges with Norfolk Southern, as well as the Maryland & Delaware Railroad in several locations on the Delmarva Peninsula. DCR is managed locally from offices in Harrington, Delaware. Freight operations are based out of Harrington, Dover, Seaford and Delmar.

Our railroads play a key role in bringing together potential new customers with property owners, local industrial development, and other key players in the industrial development process. Our railroads have helped bring multiple new customers to the region, providing valuable jobs to the communities we serve.

According to Sussex County's 2019 Comprehensive Plan, *The County's goods movement (freight) network is an integral component of the transportation network as well as the economy. However, the main element of the freight network is the roadway system, which carries trucks (motor freight).* The use of rail freight lines helps reduce the number of "motor freight" on the local roadway system by moving shipments of goods inbound and outbound from Sussex County. Oversize and overweight shipments are most economically shipped by rail and avoid many of the difficulties of an oversized truck shipment. This helps alleviate level of service concerns for the local roadway system.

"One means of reducing truck impacts is to shift more freight to rail..." 2019 The Sussex Plan

The Reed Family application to rezone to heavy industrial provides for a variety of industrial uses that will serve the community and will utilize DCR's existing rail service which is well-situated on heavy commerce routes between the populous east coast and the industrial and agricultural heartlands of the USA. We support the rezoning application and ask that the County look favorable in their mission to provide economic opportunities within Sussex County.

Respectfully submitted,

CARLOAD EXPRESS, INC.

Cliff Grunstra
Chief Marketing Officer



Allegheny Valley Railroad
Delmarva Central Railroad
Southwest Pennsylvania Railroad
Ohio Terminal Railway

Delmarva Central Railroad
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Harrington, DE 19952
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