

PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN
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R. KELLER HOPKINS
J. BRUCE MEARS
HOLLY J. WINGATE



Sussex County

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

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date September 24, 2020.

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

Applicant: Coroc/Rehoboth, III, LLC
3200 Northline Avenue, Suite 360
Greensboro, NC 27408

Owner: Coroc/Rehoboth, III, LLC
3200 Northline Avenue, Suite 360
Greensboro, NC 27408

Site Location: Located on the west side of Holland Glade Road (S.C.R. 271) 0.11-mile northeast of Coastal Highway (Route 1).

Current Zoning: Heavy Commercial District (C-3)

Proposed Use: 3 Single-Family Lots

Comprehensive Land Use Plan Reference: Commercial Area

Councilmatic District: Mr. Hudson

School District: Cape Henlopen School District

Fire District: Rehoboth Beach Fire District

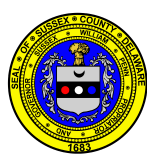
Sewer: Sussex County

Water: City of Rehoboth

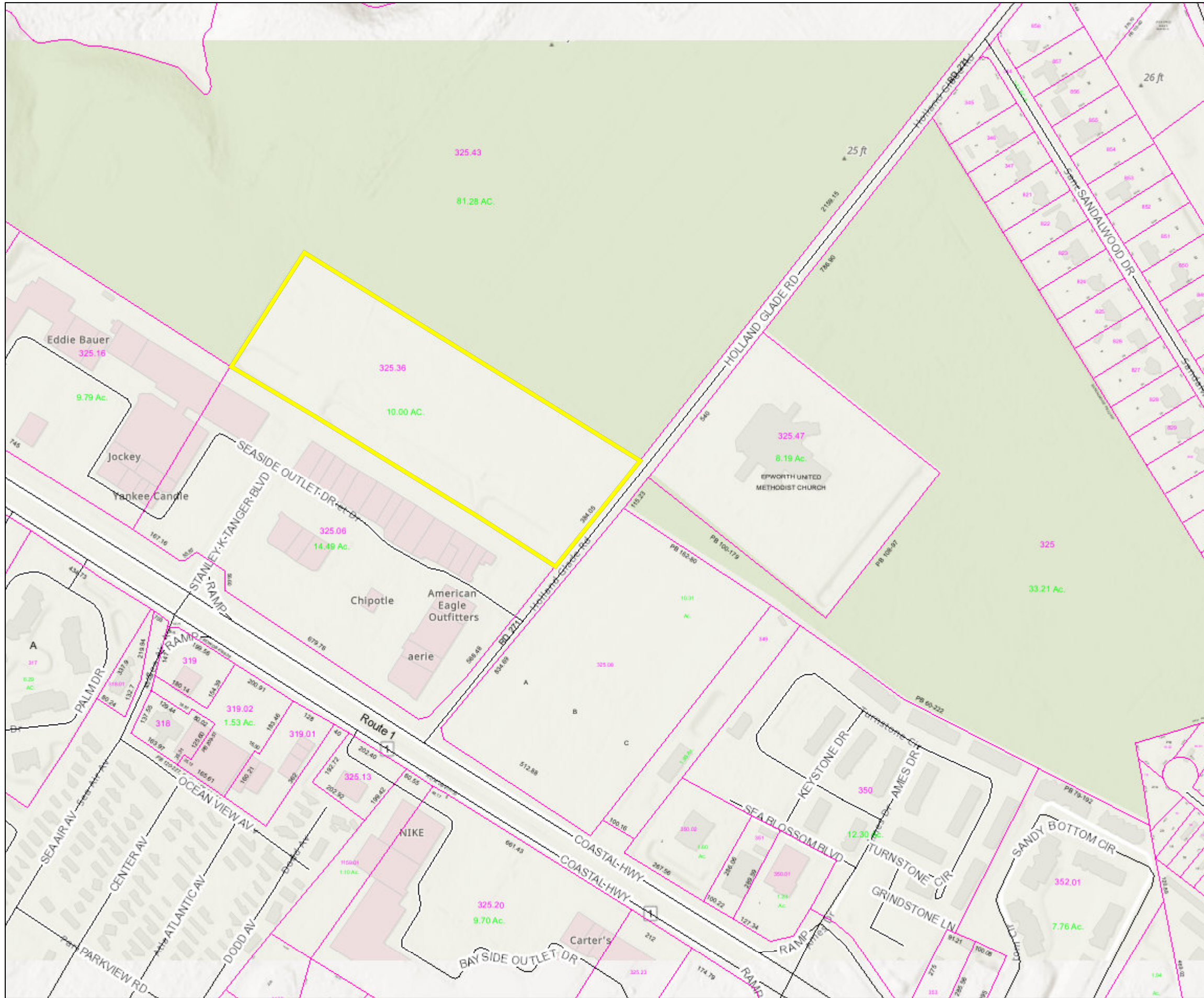
Site Area: 10.00 acres +/-

Tax Map ID.: 334-13.00-325.36





Sussex County



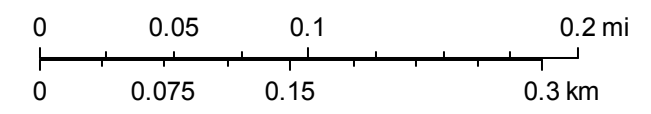
PIN:	334-13.00-325.36
Owner Name	COROC/REHOBOTH III LLC
Book	2931
Mailing Address	3200 NORTHLINE AVE #360
City	GREENSBORO
State	NC
Description	W/S RD 271
Description 2	568' N RT 1
Description 3	
Land Code	

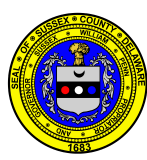
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 - Override 1
- polygonLayer**

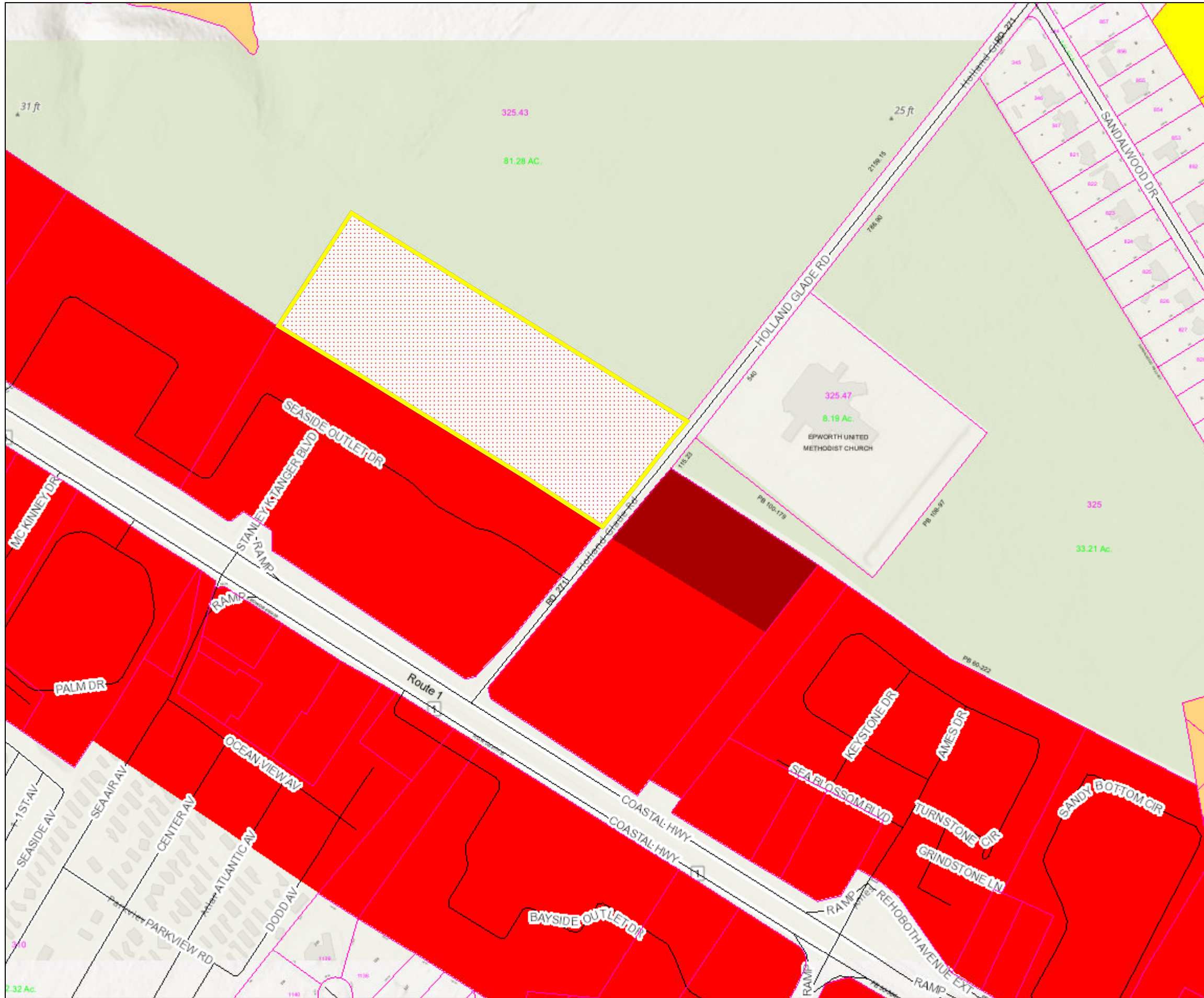
 - Override 1
- Tax Parcels
- Streets
- County Boundaries

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Sussex County



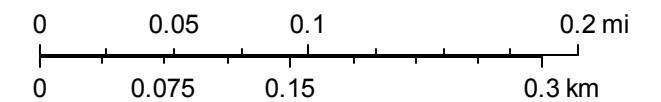
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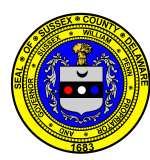
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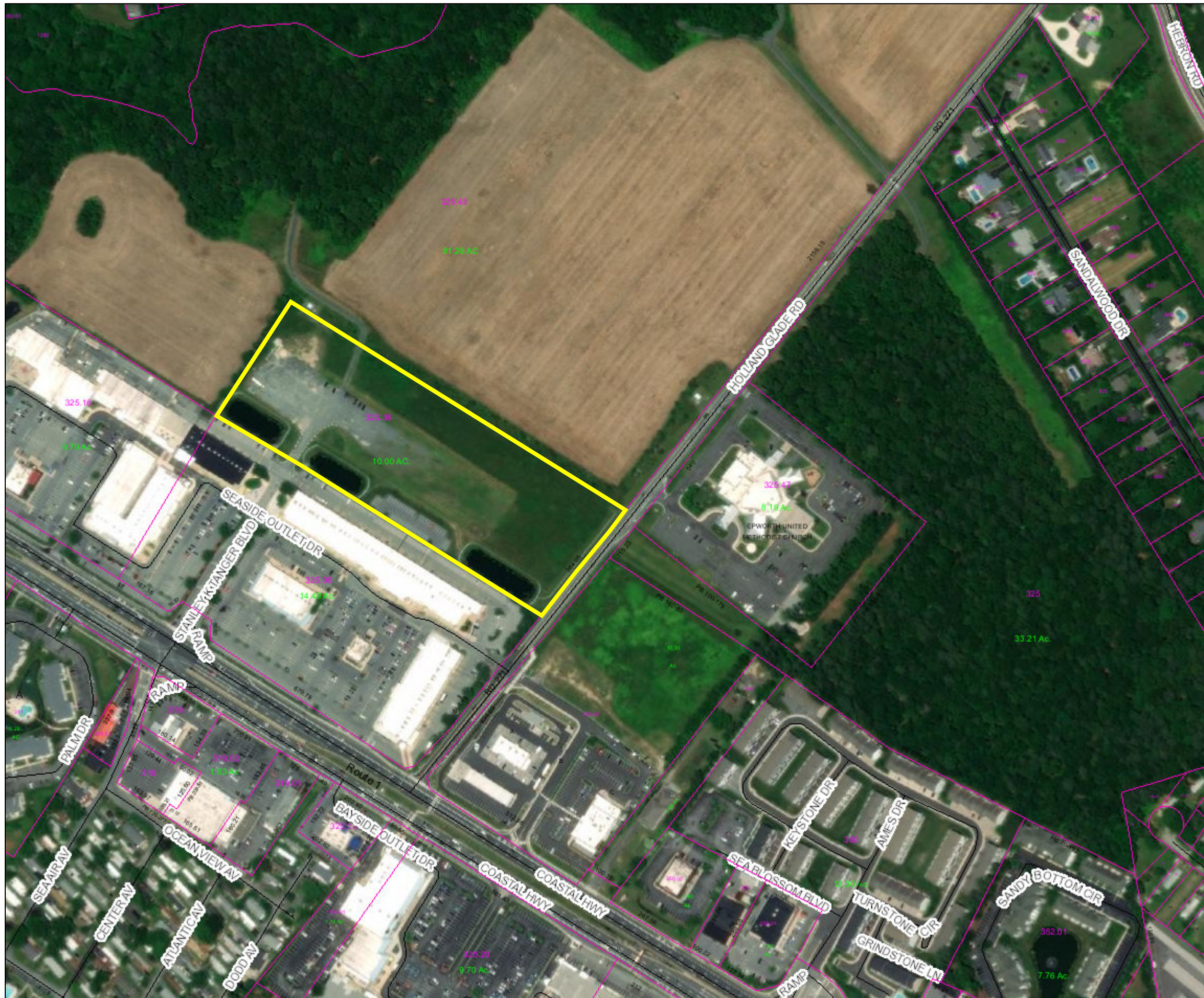
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- Streets

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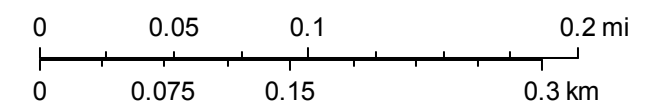
Sussex County



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Mailing Address	3200 NORTHLINE AVE #360
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State	NC
Description	W/S RD 271
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Land Code	

- polygonLayer**
Override 1
- polygonLayer**
Override 1
- Tax Parcels
- Streets
- County Boundaries

1:4,514



File #: 201914597

Sussex County Major Subdivision 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)

Standard:

Cluster:

ESDDOZ:

Location of Subdivision:

Holland Glade Road (behind Tanger Seaside) approximately 800' north of intersection with SR-1

Proposed Name of Subdivision:

N/A

Tax Map #: 3-34-13.00-325.36

Total Acreage: 10.00 AC

Zoning: C-3 Density: 0.30 Minimum Lot Size: 1 AC Number of Lots: 3

Open Space Acres: 0

Water Provider: City of Rehoboth Beach

Sewer Provider: Sussex County

Applicant Information

Applicant Name: COROC / Rehoboth III, L.L.C

Applicant Address: 3200 Northline Avenue, Suite 360

City: Greensboro State: NC Zip Code: 27408

Phone #: (336) 834-6842 E-mail: Charles.Worsham@tangeroutlets.com

Owner Information

Owner Name: Same as Applicant

Owner Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ E-mail: _____

Agent/Attorney/Engineer Information

Agent/Attorney/Engineer Name: Davis, Bowen & Friedel, Inc.

Agent/Attorney/Engineer Address: 1 Park Ave

City: Milford State: DE Zip Code: 19963

Phone #: (302) 424-1441 E-mail: rwl@dbfinc.com



Check List for Sussex County Major Subdivision Applications


The following shall be submitted with the application

- Completed Application
- Provide fifteen (15) copies of the Site Plan or Survey of the property and a PDF (via e-mail)
 - Plan shall show the existing conditions, setbacks, roads, floodplain, wetlands, topography, proposed lots, landscape plan, etc. Per Subdivision Code 99-22, 99-23 & 99-24
 - Provide compliance with Section 99-9.
 - Deed or Legal description, copy of proposed deed restrictions, soil feasibility study
- Provide Fee \$500.00
- Optional - Additional information for the Commission to consider (ex. photos, exhibit books, etc.) If provided submit seven (7) 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.
- PLUS Response Letter (if required)
- 51% of property owners consent if applicable

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 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



COROC / Rehoboth III, L.L.C
By: Tanger Management, L.L.C, its managing agent

Date: 11/15/19

Signature of Owner

Date: _____

For office use only: 12
Date Submitted: 12/20/19
Staff accepting application: COH
Location of property: _____

Fee: \$500.00 Check #: 3051
Application & Case #: 201914597

Date of PC Hearing: _____ Recommendation of PC Commission: _____

Mailing List Application Form

For Applications requiring a Public Hearing in Sussex County

Please fill out this form and return it with your application. As a part of your application a Public Hearing is required. The property owners within 200' of the site of the application will be notified. Staff will notify the property owners.

Application Information:

Site Address: Holland Glade Road

Approximately 800' north of intersection with SR-1

Parcel #: 3-34-13.00-325.36

Site Address: _____

Parcel #: _____

Applicant Name: COROC / Rehoboth III, LLC

Owner Name: Same as Applicant

Type of Application:

Conditional Use:

Change of Zone:

Subdivision:

Board of Adjustment:

Date Submitted: 11/15/19

For office use only:

Date of Public Hearing: _____

File #: _____

Date list created: _____

List created by: _____

Date letters mailed: _____

Letters sent by: _____

Planning & Zoning Project Contact List

Applicant Information

Applicant Name: COROC / Rehoboth III, LLC
Applicant Address: 3200 Northline Avenue, Suite 360
City: Greensboro State: NC Zip: 27408
Phone #: (336) 834-6842 E-mail: Charles.Worsham@tangeroutlets.com

Owner Information

Owner Name: Same as Applicant
Owner Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____ E-mail: _____

Engineer/Surveyor Information

Engineer/Surveyor Name: Davis, Bowen & Friedel, Inc.
Engineer/Surveyor Address: 1 Park Avenue
City: Milford State: DE Zip: 19963
Phone #: (302) 424-1441 E-mail: nwl@dbfinc.com

Agent/Attorney Information

Agent/Attorney/Name: _____
Agent/Attorney/Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____ E-mail: _____

Other

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____ E-mail: _____



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

December 20, 2019

Sussex County Planning & Zoning
Sussex County Administration Building
2 The Circle, Room 147
P.O. Box 417
Georgetown, DE 19947

Attn: Janelle Cornwell, Planning & Zoning Manager

RE: Tanger Seaside Property
Preliminary Major Subdivision
Tax Map # 3-34-13.00-325.36
DBF# 1360C001

Dear Ms. Cornwell:

On behalf of our client, COROC / Rehoboth, LLC, we are respectfully requesting a waiver from the Forested Buffer as defined in Chapter 99-5. The parcel of land is considered a major subdivision due to previous subdivisions. The underlying zoning is C-3 (Heavy Commercial) and the uses will be commercial. Each parcel of land is required to submit a separate site plan that will include landscaping / screening for review by the Planning and Zoning Commission. We thank you in advance for your consideration of our request.

If you have any questions or need additional information, please contact me at (302) 424-1441 or via email at rw1@dbfinc.com.

Sincerely,
Davis, Bowen & Friedel, Inc.



Ring W. Lardner, P.E.
Principal

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Cc: COCOM / Rehoboth III, LLC

September 11, 2020

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

Attn: Ms. Lauren Devore, Planner III

Re: Tanger Seaside (Subdivision 2019-32)
Chapter 89-6F Wellhead Protection Area Response
Tax Map # 3-34-13.00-325.36
DBF# 1360C001

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

Dear Chairman Wheatley and Members of the Commission,

On behalf of our client, COROC/Rehoboth III, LLC, we are pleased to provide you with our written response to the items listed in Chapter 89-6F.

The proposed subdivision provides careful consideration of the following items in Sussex County Chapter 89-6F:

F. The following conditions shall apply to all areas within a wellhead protection area which fall between the edge of the safe zone and the outer boundary of the wellhead protection area:

- 1. The requirements of this chapter do not impose any limitations upon land development, provided the impervious cover of any portion of the tax parcel located within the wellhead protection area is 35% or less.**
 - a. The impervious cover of the proposed development that falls within the wellhead protection area may be more than 35%.
- 2. Impervious cover of that portion of a tax parcel within the wellhead protection area which is greater than 35% but no more than 60% is allowed, provided the applicant demonstrates through an environmental assessment report prepared by a registered professional geologist or registered professional engineer familiar with the hydrogeologic characteristics of Sussex County and using a climatic water budget that will insure that post-development recharge quantity will meet or exceed the existing (predevelopment) recharge quantity. Beneficial efforts to mitigate discharges to impervious surfaces shall count towards the formula used to compute post-development mitigation of any discharges.**

- a. The impervious cover of the proposed development that falls within the wellhead protection area may be more than 35% and may be more than 60%. Each individual parcel will be required to demonstrate compliance at time of site plan approval.
- 3. For all new construction where the impervious surfaces exceed 60% or where the level of post-development recharge is less than predevelopment recharge, all structures shall be required to discharge roof drains into underground recharge systems or into permeable surfaces that allow the discharges to infiltrate into the ground. Efforts to mitigate discharges to impervious surfaces shall count towards the formula used to compute post-development mitigation of any discharges.**
 - a. The impervious cover of the proposed development that falls within the wellhead protection area may be more than 60%. Each individual parcel will be required to demonstrate compliance at time of site plan approval.
- 4. Notwithstanding provisions of § 89-6A (nonconforming uses) in Commercial, Industrial and Business Districts, including, but not limited to, Urban Business (UB), Neighborhood Business (B-1), General Commercial (C-1), Commercial Residential (CR-1), Marine, Light Industrial (LI-1), Light Industrial (LI-2), and Heavy Industrial (HI), within designated development zones where the impervious cover of a property exists prior to the effective date of this chapter and the applicant desires to re-develop the property, the gross impervious cover shall be equal to or less than the original impervious cover percentage of the original site.**
 - a. This requirement does not apply to this project.
- 5. Discharge from roof drains, containment areas or impoundments that receive runoff from an area that may contain contaminants from mechanical systems shall be disposed of using best management practices, such as grass swales.**
 - a. Each individual site will demonstrate compliance with this provision.
- 6. Aboveground and underground storage tanks (USTs) containing petroleum or any hazardous substances listed in 40 CFR 116 in an aggregate quantity equal to or greater than a reportable quantity as defined in 40 CFR 117 shall not be permitted in a designated wellhead protection area unless such facilities meet the aboveground and underground storage tank regulations as applicable to the State of Delaware.**
 - a. The above requirement will be added to the Record plan notes for this project.

Sussex County Planning and Zoning Commission

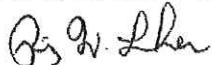
September 11, 2020

Page 3 of 3

On behalf of our client we thank you for your review and consideration of this response. If you should have any questions or concerns please contact me at 424-1441

Sincerely,

Davis, Bowen & Friedel, Inc.



Ring W. Lardner, P.E.

Principal

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Cc: Charles Worsham, COROC/Rehoboth III, LLC

September 11, 2020

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

Sussex County Administrative Building
Planning and Zoning Department
2 The Circle
P.O. Box 589
Georgetown, Delaware 19947

Attn: Ms. Lauren Devore, Planner III

Re: Tanger Outlets Seaside (Subdivision 2019-32)
Environmental Assessment and Public Facility Evaluation Report
Tax Parcel No: 3-34-13.00-325.36
DBF #1360C001.C01

Dear Ms. Devore,

On behalf of our client, COROC/Rehoboth III, LLC, we are pleased to submit an Environmental Assessment and Public Facility Evaluation Report in accordance with §115-194.3. Coastal Zone, Subparagraph B (2). We offer the following information that comprises our report:

- (a) *Proposed Drainage design and the effect on stormwater quality and quantity leaving the site, including methods for reducing the amount of phosphorous and nitrogen in the stormwater runoff and the control of any other pollutants such as petroleum hydrocarbons or metals. The proposed improvements will meet or exceed the state regulations for quality and quantity control. The project design will include the use of green technologies to reduce the runoff from the site.*
- (b) *Proposed method of providing potable and, where appropriate, irrigation water and the effect on public or private water systems and groundwater, including an estimate of average and peak demands. The surrounding area is served by Tidewater Utilities, Inc. The eastern half (approximately) of the parcel is located within a wellhead protection area. The project will comply with the County's Source Water Protection Ordinance. At full build-out, the average water use is estimated to be 22,800 gallons per day and a peak use of 68,400 gallons per day.*
- (c) *Proposed means of wastewater treatment and disposal with an analysis of the effect on the quality of groundwater and surface waters, including alternative locations for on-site septic systems. The proposed project is located within Tier 1 of the Sussex County Unified Sanitary Sewer District. The project is estimated to require seventy-six (76) EDUs. The proposed project will be served by the County's sewer system.*

- (d) *Analysis of the increase in traffic and the effect on the surrounding roadway system. A Traffic Impact Study (TIS) was not required for the subdivision.*
- (e) *The presence of any endangered or threatened species listed on federal or state registers and proposed habitat protection areas. There are no known endangered or threatened species listed on federal or state registers or proposed habitat protection areas located on the property.*
- (f) *The preservation and protection from loss of any tidal or nontidal wetlands on the site. The project site does not contain tidal or non-tidal wetlands.*
- (g) *Provisions for open space as defined in §115-4. The subdivision is for commercial purposes and does not have open space requirements.*
- (h) *A description of provisions for public and private infrastructure. The Applicant will install all infrastructure at the sole cost to the Applicant. Public infrastructure will include sanitary sewer and drinking water infrastructure and minor roadway improvements within the State of Delaware roadway. All other improvements will be private.*
- (i) *Economic, recreational or other benefits. The proposed project will provide additional commercial options for residents in the neighboring areas that will divert traffic from the Route 1 corridor and provide jobs leading to an economic benefit for the County.*
- (j) *The presence of any historic or cultural resources that are listed on the National Register of Historic Places. The site does not contain any historic or cultural resources that are listed on the National Register of Historic Places.*
- (k) *An affirmation that the proposed application and proposed mitigation measures are in conformance with the current Sussex County Comprehensive Plan. The proposed application and mitigation measures comply with the current Sussex County Comprehensive Plan.*
- (l) *Actions to be taken by the applicant to mitigate the detrimental impacts identified relevant to Subsection B(2)(a) through (k) above and the manner by which they are consistent with the Comprehensive Plan. All mitigation measures, where required, have been discussed in their respective section. All mitigation measures as well as the application are consistent with the Comprehensive Plan.*

Ms. Lauren Devore
September 11, 2020
Page 3

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

Sincerely,
Davis, Bowen & Friedel, Inc.



Ring W. Lardner, P.E.
Principal

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September 11, 2020

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

*Michael R. Wigley, AIA, LEED AP
W. Zachary Crouch, P.E.
Michael E. Whedleton, AIA
Jason P. Loar, P.E.
Ring W. Laraner, P.E.
Jamie L. Sechler, P.E.*

Attn: Ms. Lauren Devore, Planner III

Re: Tanger Seaside (Subdivision 2019-32)
Chapter 99-9C Response
Tax Map # 3-34-13.00-325.36
DBF# 1360C001

Dear Chairman Wheatley and Members of the Commission,

On behalf of our client, COROC/Rehoboth III L.L.C., we are pleased to provide you with our written response to the items listed in Chapter 99-9C.

The proposed subdivision, provides careful consideration of the following items in Sussex County Chapter 99-9C:

- 1. Integration of the proposed subdivision into the existing terrain and surrounding landscape.**
 - a. The subdivision includes a 30' setback along the northern boundary line adjacent to the State-Owned lands.
 - b. The subdivision includes a 20' setback along the western boundary line adjacent to the State-Owned lands.
 - c. The proposed subdivision is located adjacent to the existing Tanger Outlets and opposite Coastal Station.

- 2. Minimal use of wetlands and floodplains.**
 - a. There are no wetlands located on the property.
 - b. The property is not located in a floodplain.

3. Preservation of natural and historical features.

- a. A wellhead protection and excellent recharge area is located on the property. Each individual parcel will need to demonstrate compliance with Chapter 89 of the Sussex County Code.
- b. There are no wooded areas on the property.
- c. There are no known historical features on-site.

4. Preservation of open space and scenic views.

- a. The project will relocate the Junction and Breakwater Trail parking lot.
- b. The Developer has been engaged with State Parks and Recreation and DelDOT on future improvements of the Junction and Breakwater Trail.

5. Minimization of tree, vegetation and soil removal and grade changes.

- a. There are no trees or vegetation to preserve.
- b. The site will be “balanced,” which will minimize the need for soil to be removed or hauled to the site.

6. Screening of objectionable features from neighboring properties and roadways.

- a. Landscaping will be provided as part of each individual parcel.

7. Provision for water supply.

- a. Tidewater Utilities, Inc. will supply all homes with central water and provide fire protection.

8. Provision for sewage disposal.

- a. Sussex County Council will provide sanitary sewer conveyance and treatment for the proposed subdivision. The property is located in Tier 1 of the Sussex County Unified Sanitary Sewer District. A Sewer Service Concept Evaluation (SSCE) was provided on November 13, 2019.

9. Prevention of pollution of surface and groundwater.

- a. Best Available Technologies (BATs) will be used during the design and construction of the property.
- b. Best Management Practices (BMPs) will be used during the design and construction of the property.
- c. The site will utilize Green Technology where feasible for the project.

10. Minimization of erosion and sedimentation, minimization of changes in groundwater levels, minimization of increased rates of runoff, minimization of potential for flooding and design of drainage so that groundwater recharge is maximized.

- a. The stormwater management areas will be designed to meet all local, state and federal guidelines for sediment and nutrient removal.
- b. An Erosion and Sediment Control Plan will be developed and implemented as required by the Sussex Conservation District and DNREC. The plan will specify in detail how the project is to be constructed to limit the amount of sediment and other pollutants from leaving the site during construction.

11. Provision for safe vehicular and pedestrian movement within the site and to adjacent roadways.

- a. Each parcel will be separately designed and approved.

12. Effect on area property values.

- a. Based on historical land trends in Sussex County, the property values around the proposed subdivision will increase with the development of Tanger.

13. Preservation and conservation of farmland.

- a. The parcel of land is not actively farmed.

14. Effect on schools, public buildings and community facilities.

- a. The commercial subdivision will not generate additional students.
- b. The commercial subdivision will not require additional services from the public or community.

15. Effect on area roadways and public transportation.

- a. A Traffic Impact Study (TIS) is not required.
- b. The subdivision is interconnected to the existing Tanger Outlet.
- c. The Developer will be required to make improvements at the site entrance along Holland Glade Road that will consist of a protected left turn lane and deceleration lane. In addition, a shared-use path will be constructed along the project frontage

16. Compatibility with other area land uses.

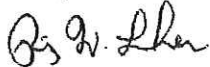
- a. The subdivision conforms to the designated zoning for the property and is consistent with the surrounding land use as mentioned above.
- b. The proposed gross density of the project is 0.30 dwelling units per acre of land.

17. Effect on area waterways.

- a. The subdivision will provide water quality treatment in accordance with the Sediment and Stormwater Regulations.
- b. The site will comply with all TMDLs and PCS's as adopted by the State.

On behalf of our client we thank you for your review and consideration of this response. If you should have any questions or concerns please contact me at 424-1441

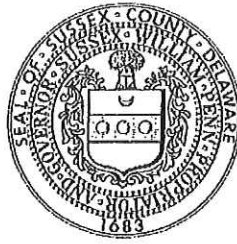
Sincerely,
Davis, Bowen & Friedel, Inc.



Ring W. Lardner, P.E.
Principal

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
JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

SEWER SERVICE CONCEPT EVALUATION (SSCE) UTILITY PLANNING DIVISION

Applicant: Davis, Bowen & Friedel, Inc.

Date: 11/13/2019

Reviewed by: Chris Calio

Agreement #: 1143

Project Name: Tanger Seaside Expansion

Tax Map & Parcel(s): 334-13.00-325.36

Sewer Tier: Tier 1 - Sussex County Unified Sanitary Sewer District

Proposed EDUs: 82.04

Pump Station(s) Impacted: PS 203, PS 210

List of parcels to be served, created from the base parcel: N/A.

List of additional parcels to be served (Parcels required for continuity must be served with infrastructure): N/A

Connection Point(s): Connect to interior infrastructure in Tanger Seaside or MH 4 in Holland Glade Road.

Use of Existing Infrastructure Agreement required? Yes or No

Annexation Required? Yes or No

Easements Required? Yes or No

Fee for annexation (based on acreage): N/A

Current Zoning: C-3 Heavy Commercial Zoning Proposed: C-3 Heavy Commercial

Acreage: 10.00 +/-



Additional Information: Click or tap here to enter text.

* No capacity is guaranteed until System Connection Fees are paid

All gravity sewers with three (3) or more minor branches shall be designed at minimum slope and maximum depth.

Once Construction Drawings are completed with all of the above information satisfied, please submit to:

Sussex County Public Works Department
2 The Circle
P.O. Box 589
Georgetown DE 19947

CC: John Ashman
Jayne Dickerson
Michael Brady
Christine Fletcher

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

TO: **Jamie Whitehouse**

REVIEWER: **Chris Calio**

DATE: **9/8/2020**

APPLICATION: **2019-32 – Lands of Coroc/Rehoboth III, LLC**

APPLICANT: **Coroc/Rehoboth III, LLC**

FILE NO: **OM-9.04**

TAX MAP &
PARCEL(S): **334-13.00-325.36**

LOCATION: **Located on the west side of Holland Glade Road (SCR 271),
0.11 mile northeast of Coastal Highway (SR 1).**

NO. OF UNITS: **3 commercial lots**

GROSS
ACREAGE: **10.00**

SYSTEM DESIGN ASSUMPTION, MAXIMUM NO. OF UNITS/ACRE: **6.67**

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 1**
- (3). Is wastewater capacity available for the project? **Yes** If not, what capacity is available? **N/A.**
- (4). Is a Construction Agreement required? **Yes** 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? **Yes** If yes, the current System Connection Charge Rate is **Unified \$6,360.00** per EDU. Please contact **Christine Fletcher** at **302-855-7719** for additional information on charges.

- (6). Is the project capable of being annexed into a Sussex County sanitary sewer district? **N/A**
- 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? **N/A**
- (8). Comments: **Infrastructure to be installed per the Sewer System Concept Evaluation dated 11/13/2019.**
- (9). Is a Sewer System Concept Evaluation required? **Yes, Contact Utility Planning at 302-855-1299 to apply**
- (10). Is a Use of Existing Infrastructure Agreement Required? **Yes**

UTILITY PLANNING APPROVAL:



John J. Ashman
Director of Utility Planning

Xc: Hans M. Medlarz, P.E.
Jayne Dickerson
Christine Fletcher



Tanger Outlets

SEASIDE EXPANSION

Sussex County, Delaware

1360C001.C01

SEPTEMBER 2020

Tanger
Outlets

 DAVIS
BOWEN &
FRIEDEL, INC.
ARCHITECTS • ENGINEERS • SURVEYORS

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- A. Presentation Outline
- B. Data Column
- C. Major Subdivision Plan as submitted on December 20, 2019
- D. Revised Preliminary Major Subdivision Plan

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- 1. Maps
 - a. Surrounding Communities Map
 - b. FEMA Firmette
 - c. 2020 State Strategies
 - d. Sussex County Future Land Use Map
 - e. Sussex County Zoning Map
 - f. 1992 Aerial Photo
 - g. 2017 Aerial Photo
 - h. Environmental Map
 - i. Sourcewater Protection Area Map
 - j. NRCS Soil Survey
- 2. Beer's Atlas – Lewes and Rehoboth Hundred
- 3. Chapter 99-9C Response
- 4. Environmental Assessment and Public Facility Evaluation Report
- 5. Chapter 89 Response
- 6. Draft Reciprocal Easement Agreement

A

Presentation Outline

A. Land Use & Zoning

1. The Major Subdivision is a commercial subdivision and Commercial names are not approved by Sussex County Mapping.
2. The Developer will contact Sussex County Mapping to determine if a road name is required, and if so, will be submitted and approved by Sussex County Mapping.
3. The property is located on the west side of Holland Glade Road and north of SR-1.
4. The Owner of the property is COROC/Rehoboth III L.L.C.
5. The property is currently zoned C-3 (Heavy Commercial) in Sussex County.
6. The proposed subdivision will be governed by a set of reciprocal easements and common area maintenance agreements.
7. The property is located in the Levels 2 and 3 Areas of the 2020 State Strategies Map.

B. Land Utilization

1. The total acreage of the project is 10.00 acres of land.
2. The proposed subdivision is designed in accordance with Chapter 99 of the Sussex County Code.
3. The maximum number of units proposed is three commercial parcels with a density of 0.30 units per acre.
4. The proposed subdivision will use the existing signalized intersection off SR-1, existing entrance off Holland Glade Road and a new entrance off Holland Glade Road opposite Coastal Station.
5. A forested buffer per Chapter 99-5 is not required because the major subdivision consists of three lots.

6. The project was previously presented to P.L.U.S. during the rezoning of the property. The proposed subdivision is not required to be reviewed by P.L.U.S.

C. Environmental

1. The property does not contain wetlands.
2. The property is not located within the 100-year Floodplain.
3. The property is located within an Excellent Recharge Area and Wellhead Protection Area and will meet the requirements of Chapter 89
4. There are no known archaeological sites within the project boundaries. There are no national historic listed properties within the project boundaries.

D. Traffic

1. The Developer met with DelDOT on October 17, 2019 and February 4, 2020 to discuss the project. A TIS is not required for the subdivision and each individual parcel will be required to obtain a Letter of No Objection from DelDOT.
2. The proposed Lot 1 is the location of the Microtel (S-20-13) that obtained preliminary plan approval on June 12, 2020. The Microtel project will be able to utilize both existing entrances without additional improvements and pay an Area Wide Study Fee.
3. The proposed Lot is the location of the Planet Fitness (S-20-12) that obtained preliminary site plan approval on April 24, 2020.
4. Development of Parcels 2 or 3 will require the construction of the new Holland Glade access and related improvements.
5. The Developer will work with the Holland Glade / SR-1 Signalize Intersection to incorporate a left turn lane into the existing access off Holland Glade Road.

E. Civil Engineering

1. The internal access will be privately maintained and given the commercial nature, we request that they are exempt from Chapter 99 of the Code of Sussex County.
2. The grading of the site will meet or exceed the Building Code Requirements.
3. Drinking and fire protection water will be provided by Tidewater Utilities, Inc.
4. Sanitary sewer transmission and treatment will be provided by Sussex County Council.
5. The stormwater management system will meet all State, County and Conservation District requirements through combination of Best Management Practices (BMP) and Best Available Technologies (BAT).
6. Fire protection will be provided by Rehoboth Beach Volunteer Fire Company.
7. Electricity will be provided by Delaware Electric Co-Op.

F. County Code Compliance

1. Chapter 89 Source Water Protection Area Response Letter
2. Chapter 99-9c Response Letter
3. Chapter 115-194.3 Coastal Area Environmental Assessment and Public Facility Evaluation Report

B

Tanger Outlet – Seaside Expansion
Data Sheet

Owner: Coroc/Rehoboth III, LLC
Developer: Coroc/Rehoboth III, LLC
Engineer: Davis, Bowen & Friedel, Inc.

Project Description

Physical Location: Property is located on Holland Glade Road (behind Tanger Seaside) approximately 800' north of intersection with SR-1.

Tax Parcel #: 3-34-13.00-325.36

Acreage: 10.00 +/- Acres
Current Zoning: C-3 (Heavy Commercial)

Existing Use: Vacant
Proposed Use: Commercial
Proposed Number of Lots: 3

C-3 Setback

Front: 60'
Side: 5' / 20' in width on side of lot adjoining residential district
Rear: 5' / 30' in width on rear of lot adjoining residential district
Min Lot Width: 75'
Min Lot Depth: 100'
Min Lot Area: 1 acre
Maximum Building Height: 42'

Water Provider: City of Rehoboth Beach
Sewer Provider: Sussex County

C

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
 SITE AREA: 10.000 ACRES
 PROPOSED # OF LOTS: 3

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

FRONT: 60'
 SIDE: 5' / 20' IN WIDTH ON THE SIDE OF THE LOT ADJOINING A RESIDENTIAL DISTRICT
 REAR: 30'
 MIN LOT WIDTH: 75'
 MIN LOT DEPTH: 100'
 MIN LOT AREA: 1 ACRE
 MAXIMUM BUILDING HEIGHT: 42'

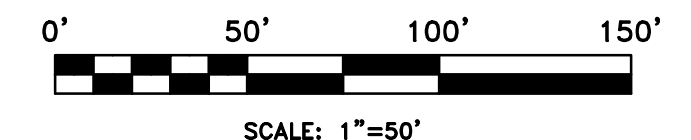
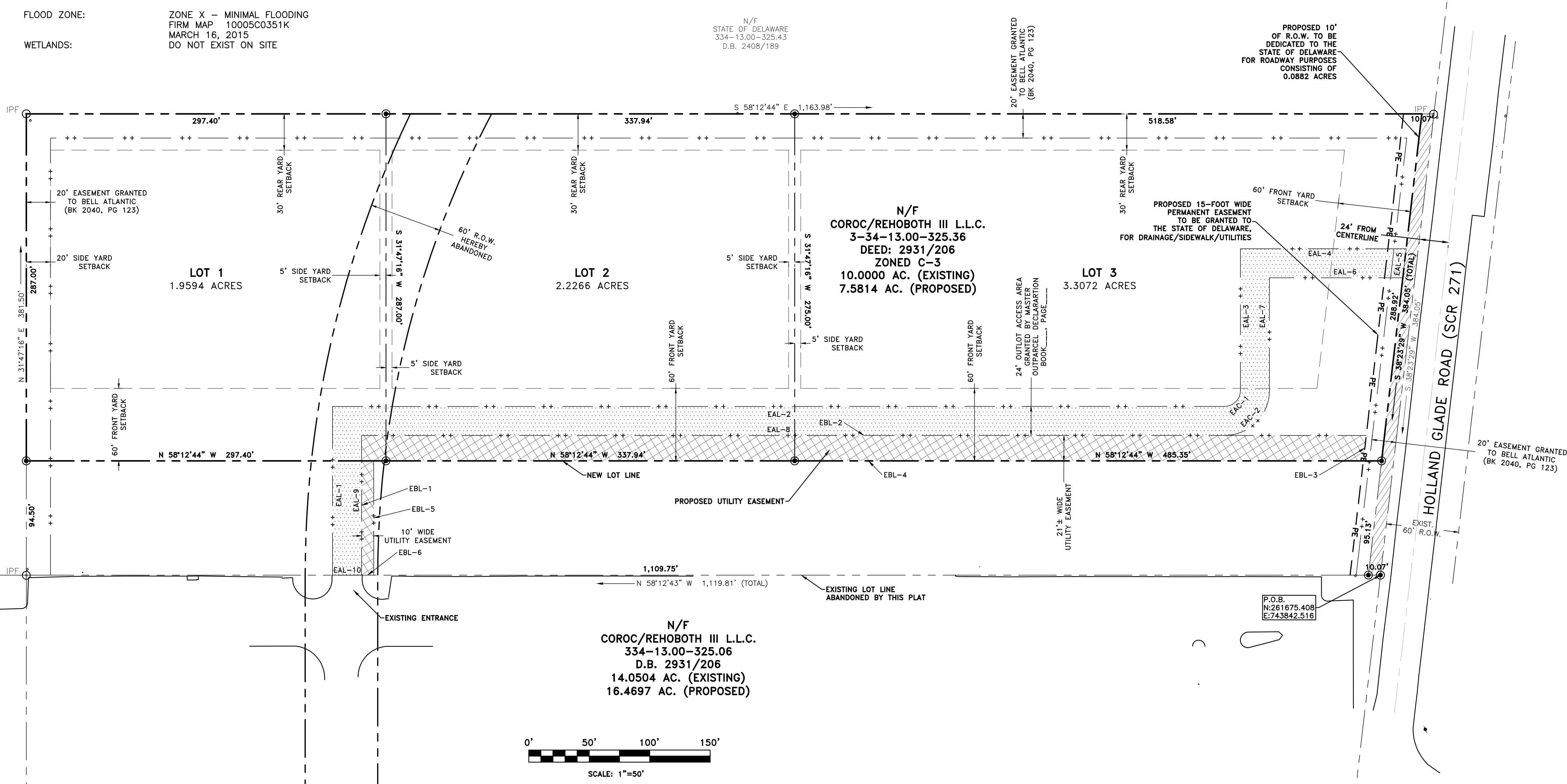
WATER PROVIDER: CITY OF REHOBOTH BEACH
 SEWER PROVIDER: SUSSEX COUNTY

FLOOD ZONE: ZONE X - MINIMAL FLOODING
 FIRM MAP 10005C0351K
 MARCH 16, 2015

WETLANDS: DO NOT EXIST ON SITE

APPROVED BY SUSSEX COUNTY PLANNING AND ZONING

CHAIRMAN, PLANNING AND ZONING COMMISSION _____ DATE _____
 PRESIDENT, SUSSEX COUNTY COUNCIL _____ DATE _____



**ACCESS EASEMENT (A)
LINE TABLE**

LINE	BEARING	DISTANCE
EAL-1	N 31°47'16" E	139.48
EAL-2	S 58°13'16" E	737.72
EAL-3	N 31°47'16" E	117.30
EAL-4	S 58°12'44" E	137.03
EAL-5	S 38°23'29" W	24.16
EAL-6	N 58°12'44" W	110.26
EAL-7	S 31°47'16" W	93.30
EAL-8	N 58°13'17" W	713.72
EAL-9	S 31°47'16" W	115.46
EAL-10	N 58°12'44" W	24.00

**ACCESS EASEMENT (A)
CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
EAC-1	113.00	20.42	18.38	N 76°47'16" E	90°00'00"
EAC-2	137.00	58.12	52.33	S 76°47'16" W	90°00'12"

**UTILITY EASEMENT (B)
LINE TABLE**

LINE	BEARING	DISTANCE
EBL-1	N 31°47'16" E	115.46
EBL-2	S 58°13'17" E	830.80
EBL-3	S 38°23'29" W	21.24
EBL-4	N 58°12'44" W	818.35
EBL-5	S 31°47'16" W	94.50
EBL-6	N 58°12'44" W	10.00

LEGEND:

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

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. _____ DATE _____
 DAVIS, BOWEN & FRIEDEL, INC.
 1 PARK AVENUE
 MILFORD, DELAWARE 19963

P:\Tanger Outlets\Seaside - 10 Acre Expansion\Design\1360C001 - MAJOR SUBDIVISION PLAN.dwg, Dec 18, 2019 - 1:13pm mila

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

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

Revisions:
 Date: **DECEMBER 2019**
 Scale: **1" = 50'**
 Dwn.By: **ACM**
 Proj.No.: **1360C001**
 Dwg.No.: **V-102**

D

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

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

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'

WATER PROVIDER: TIDEWATER UTILITIES, INC.
 SEWER PROVIDER: SUSSEX COUNTY

FLOOD ZONE: ZONE X - MINIMAL FLOODING
 FIRM MAP 10005C0351K
 MARCH 16, 2015
 DO NOT EXIST ON SITE

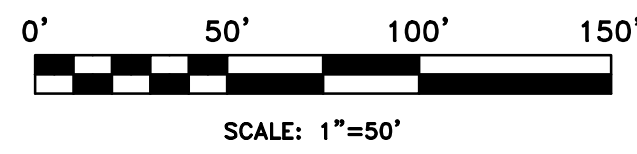
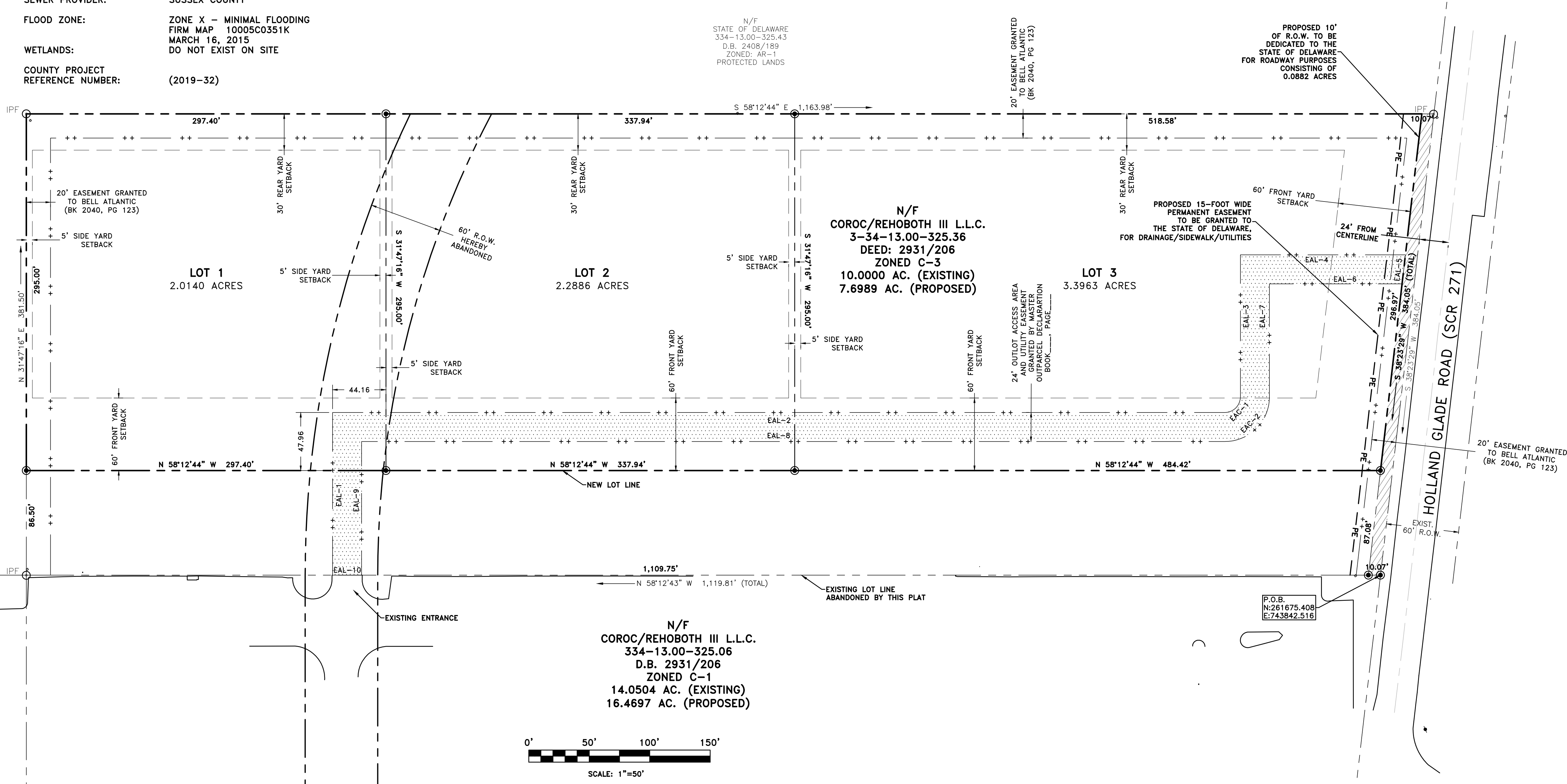
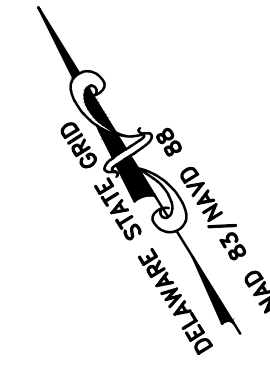
COUNTY PROJECT REFERENCE NUMBER: (2019-32)

APPROVED BY SUSSEX COUNTY PLANNING AND ZONING

COUNTY PROJECT REFERENCE NUMBER: (2019-32)

CHAIRMAN, PLANNING AND ZONING COMMISSION DATE

PRESIDENT, SUSSEX COUNTY COUNCIL DATE



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EAL-6	N 58°12'44" W	109.68'
EAL-7	S 31°47'16" W	93.41'
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LEGEND:

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by RING W. LARDNER, P.E. DATE
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 MILFORD, DELAWARE 19963

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TANGER OUTLETS - SEASIDE EXPANSION
HOLLAND GLADE ROAD (SCR 271), REHOBOTH BEACH
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 (410) 770-4744

Revisions:
 2020-07-20
 SUSSEX P&Z COMMENTS

Date: DECEMBER 2019

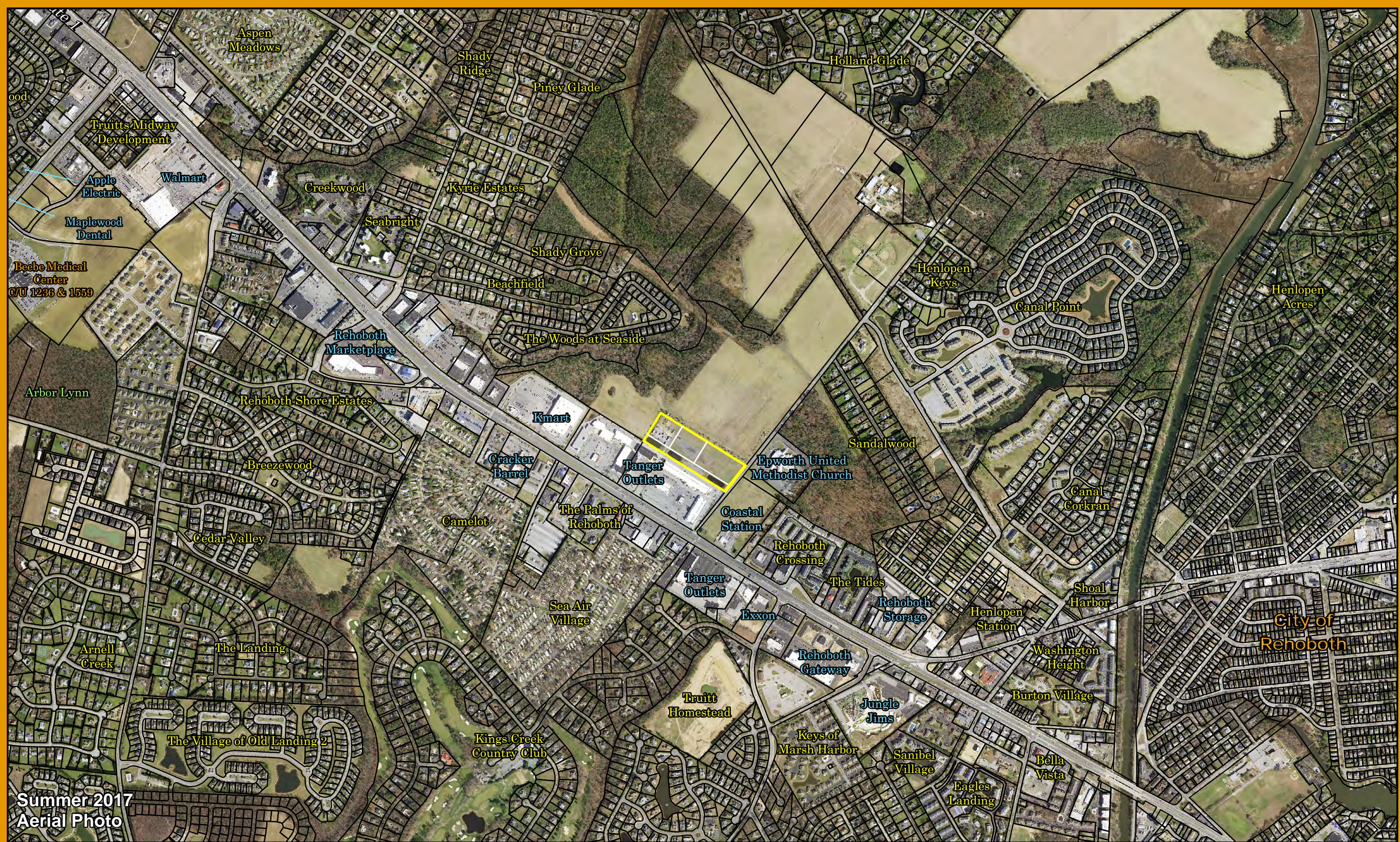
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Dwg. No.: V-102

Exhibit 1



Summer 2017
Aerial Photo

Sources:
Tax Parcels per Sussex County

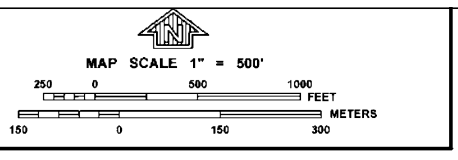
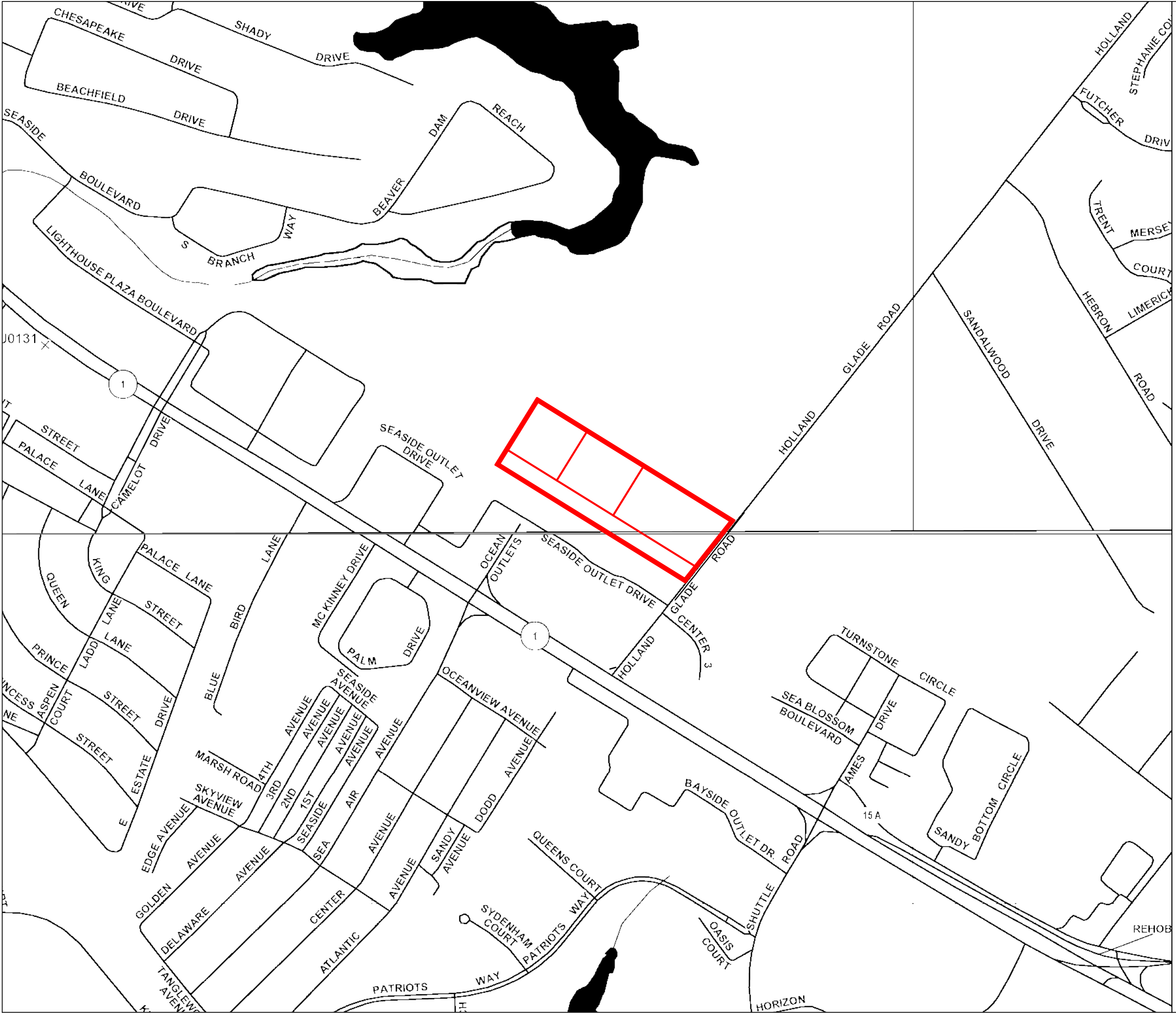


Surrounding Communities Map

Tanger Outlets - Seaside Expansion

Sussex County, Delaware





PANEL 0351K

FIRM
FLOOD INSURANCE RATE MAP

SUSSEX COUNTY,
DELAWARE
AND INCORPORATED AREAS

PANEL 351 OF 660
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
REHOBOTH BEACH, CITY OF	105086	0351	K
SUSSEX COUNTY	100029	0351	K

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
10005C0351K

MAP REVISED
MARCH 16, 2015

Federal Emergency Management Agency

PANEL 0353K

FIRM
FLOOD INSURANCE RATE MAP

SUSSEX COUNTY,
DELAWARE
AND INCORPORATED AREAS

PANEL 353 OF 660
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
REHOBOTH BEACH, CITY OF	105086	0353	K
SUSSEX COUNTY	100029	0353	K

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

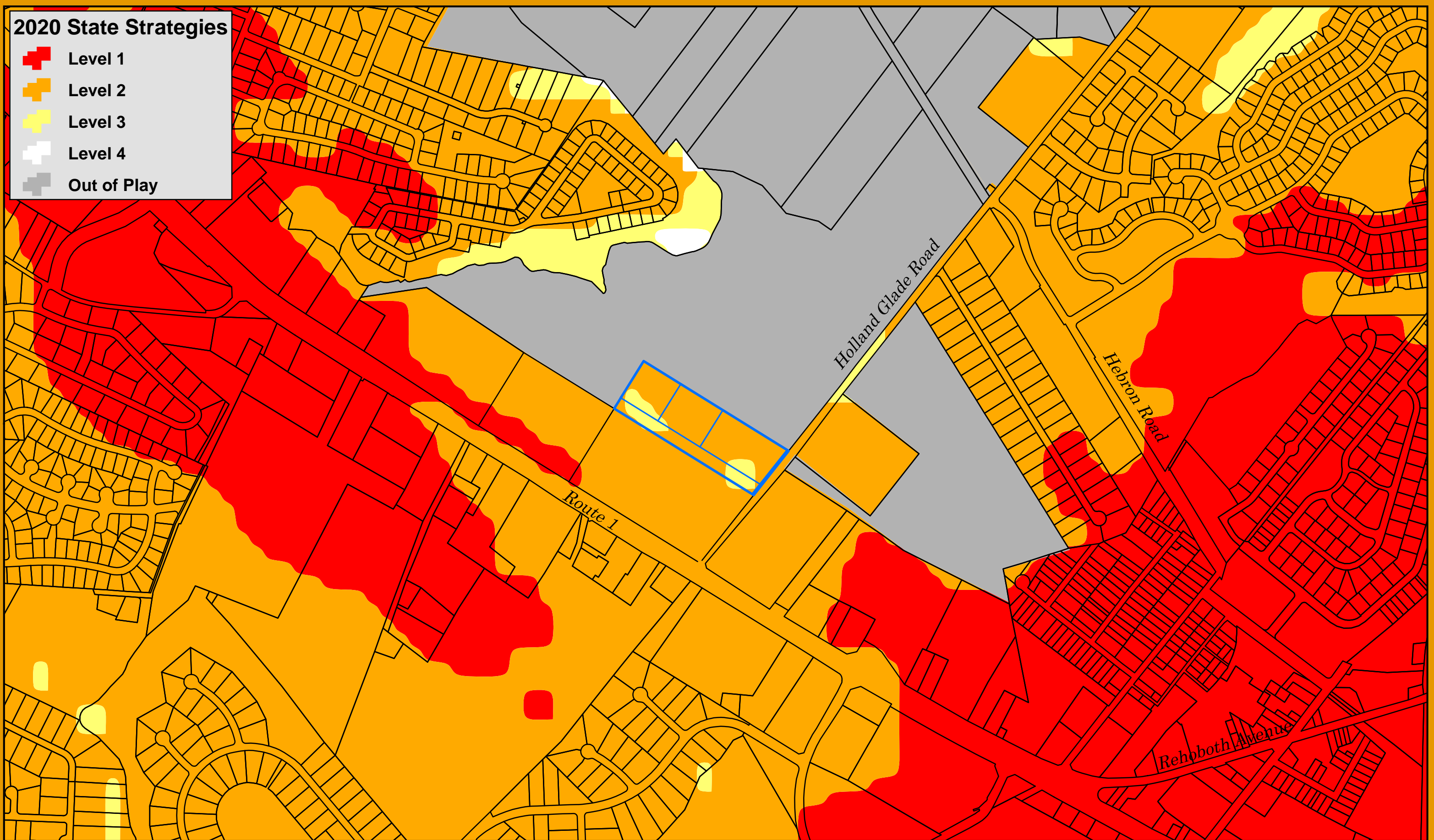
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MAP REVISED
MARCH 16, 2015

Federal Emergency Management Agency

2020 State Strategies

- Level 1
- Level 2
- Level 3
- Level 4
- Out of Play



Sources:
Tax Parcels per Sussex County



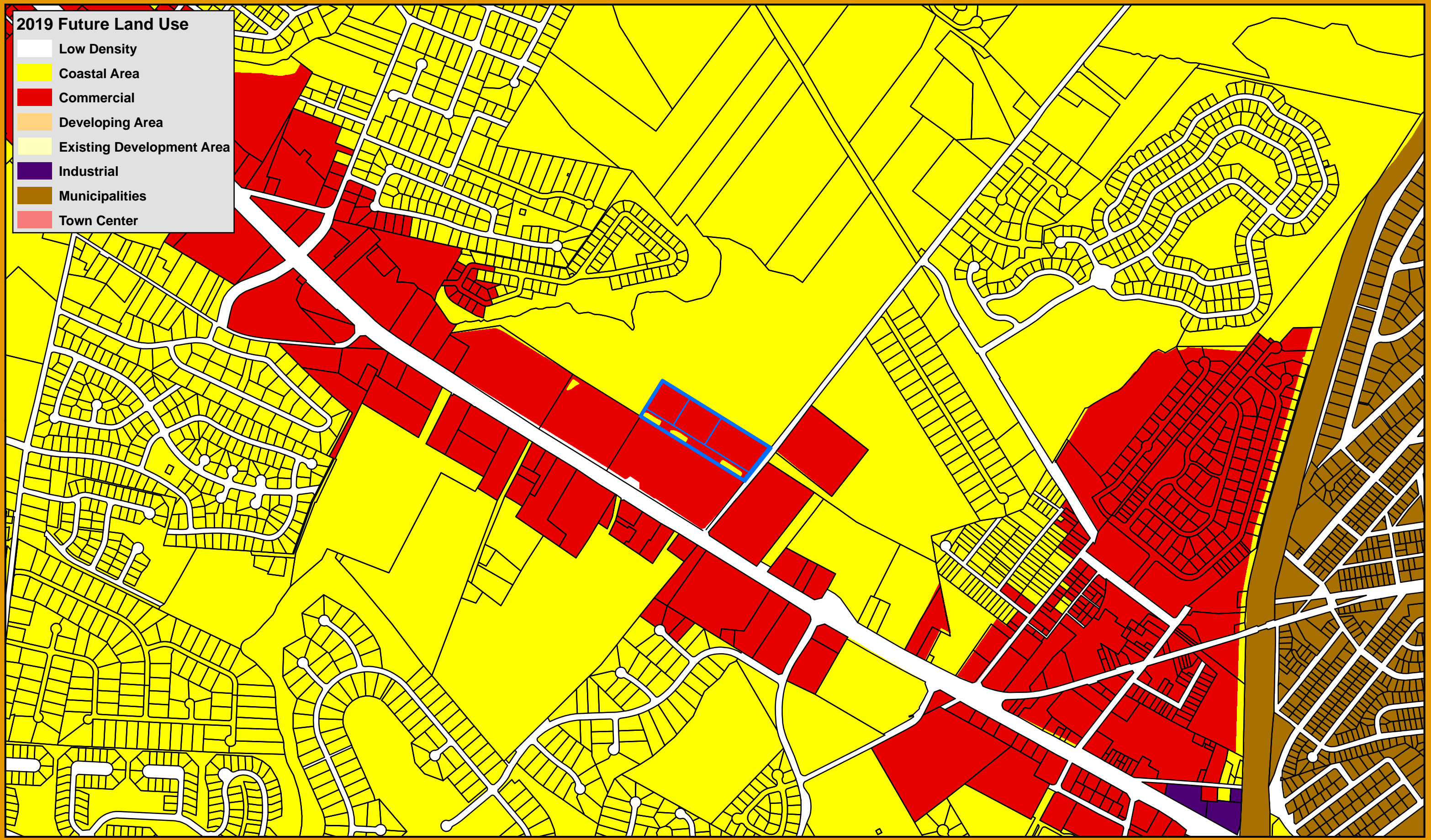
2020 State Strategies Tanger Outlets - Seaside Expansion Sussex County, Delaware

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Feet



2019 Future Land Use

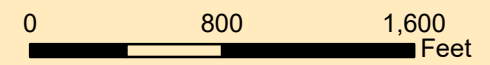
- Low Density
- Coastal Area
- Commercial
- Developing Area
- Existing Development Area
- Industrial
- Municipalities
- Town Center

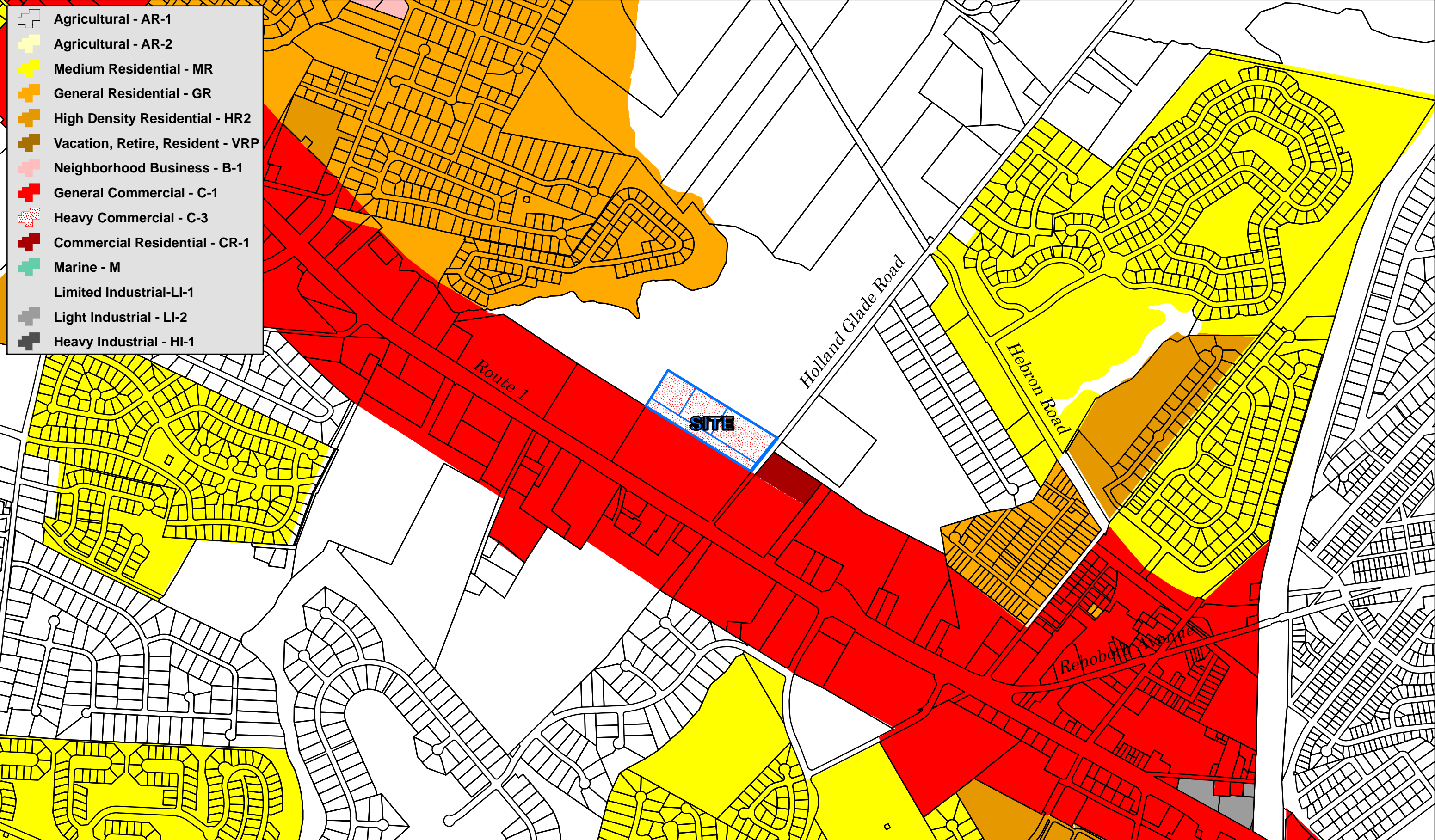


Entire Site is within the
Environmental Sensitive Developing Area

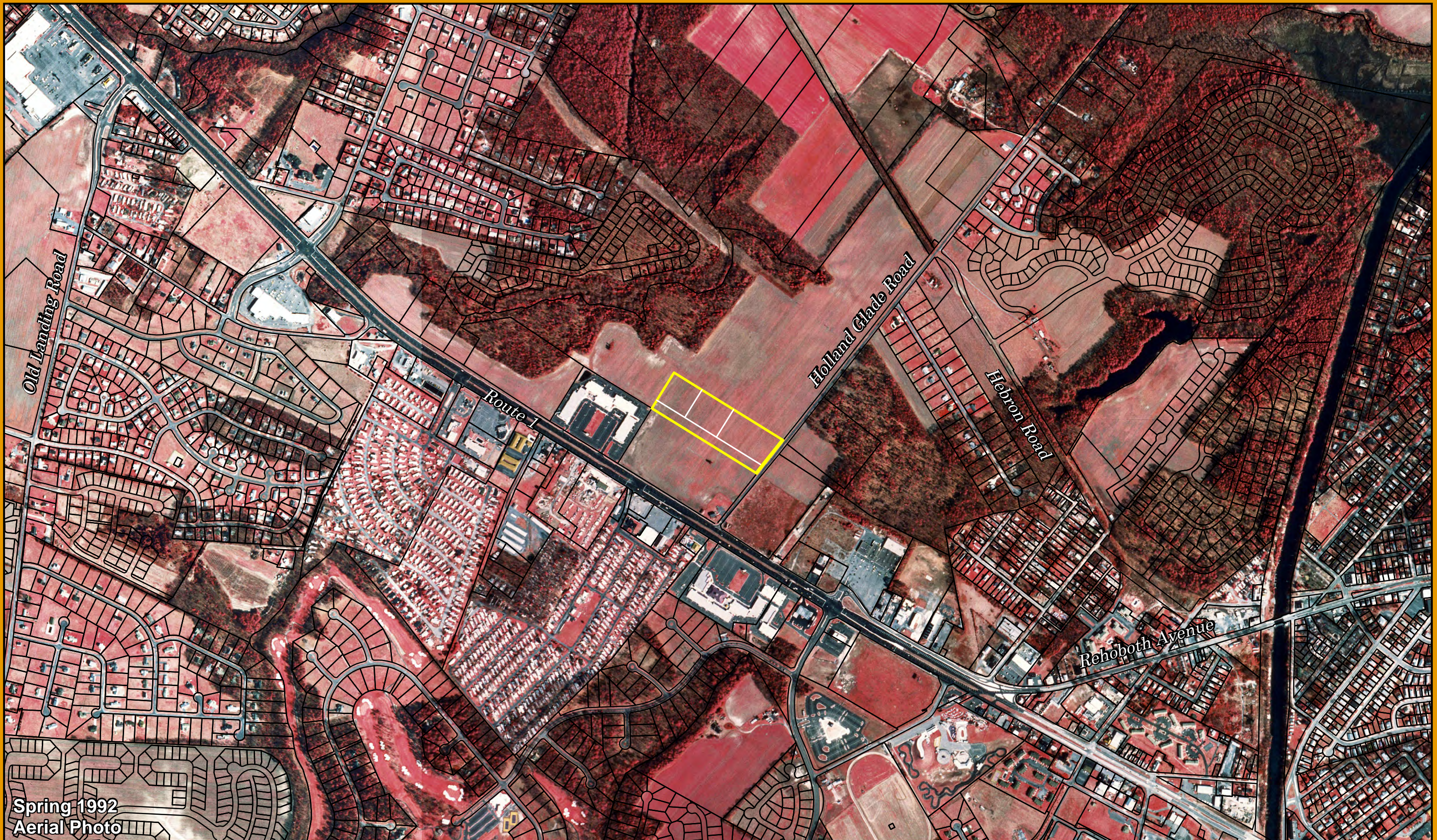


Sussex County 2045 Future Land Use
Tanger Outlets - Seaside Expansion
 Sussex County, Delaware





-  Agricultural - AR-1
-  Agricultural - AR-2
-  Medium Residential - MR
-  General Residential - GR
-  High Density Residential - HR2
-  Vacation, Retire, Resident - VRP
-  Neighborhood Business - B-1
-  General Commercial - C-1
-  Heavy Commercial - C-3
-  Commercial Residential - CR-1
-  Marine - M
-  Limited Industrial-LI-1
-  Light Industrial - LI-2
-  Heavy Industrial - HI-1



Spring 1992
Aerial Photo

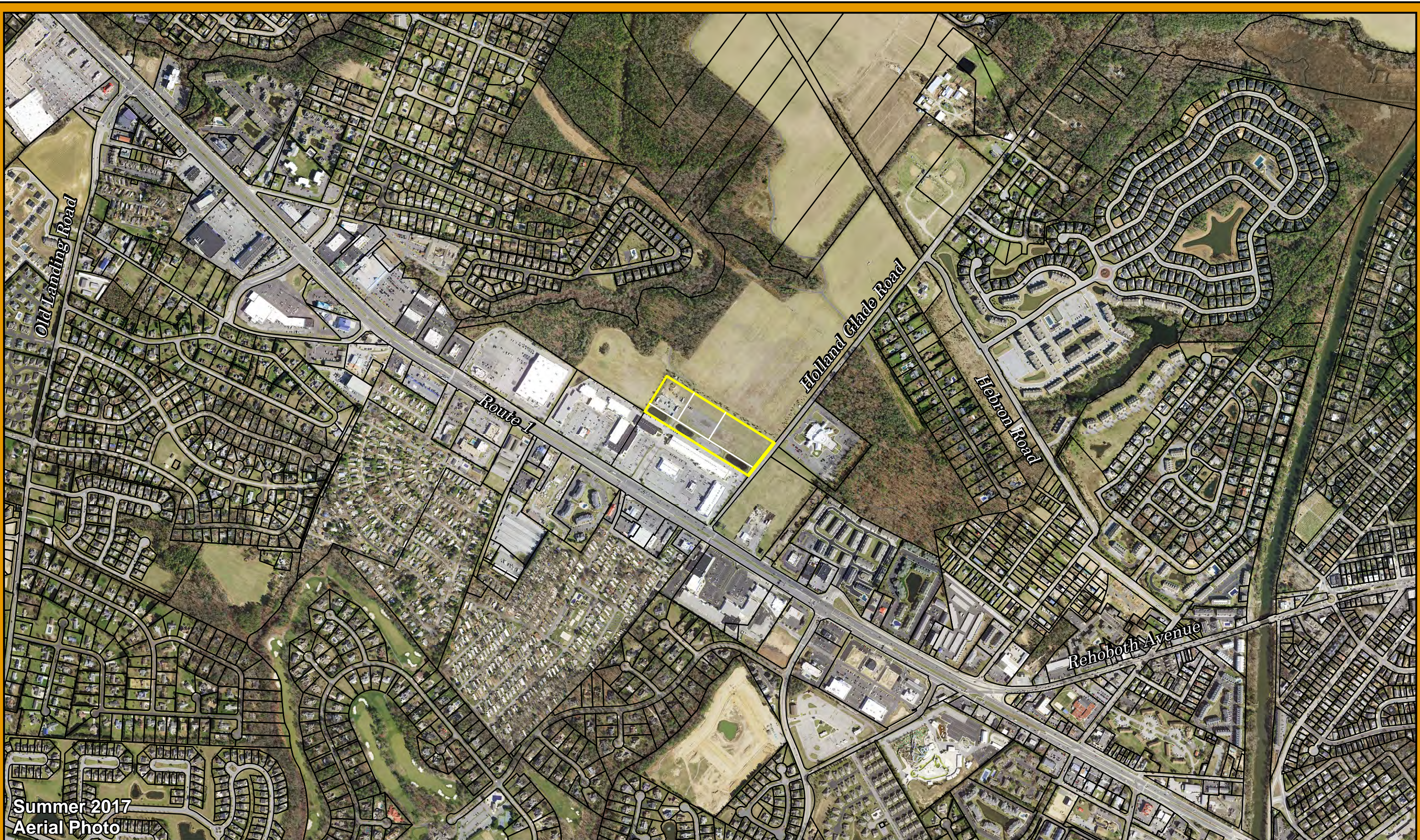
Sources:
Tax Parcels per Sussex County



1992 Aerial Photo Tanger Outlets - Seaside Expansion Sussex County, Delaware

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Feet





Summer 2017
Aerial Photo

Sources:
Tax Parcels per Sussex County



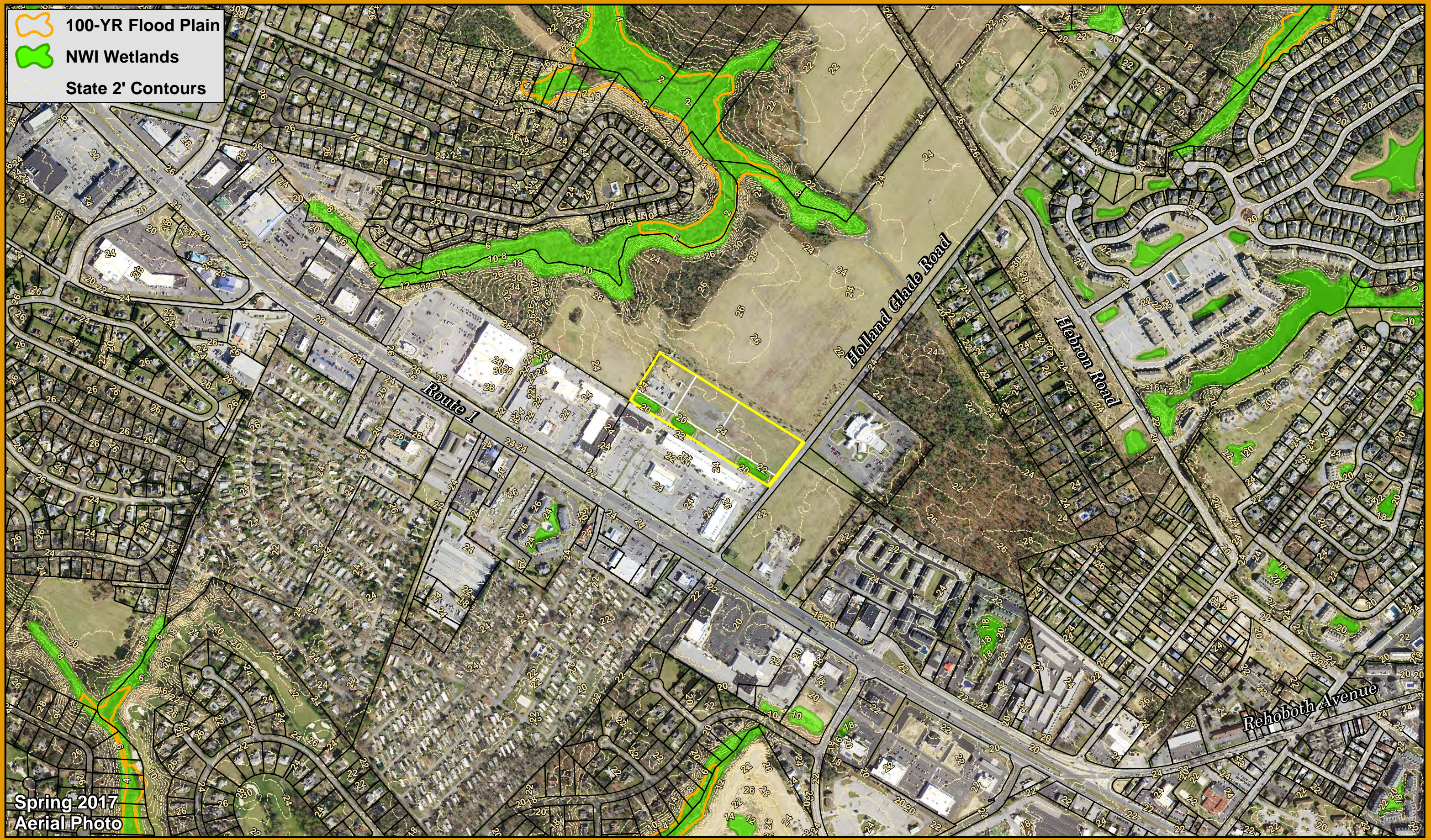
2017 Aerial Photo Tanger Outlets - Seaside Expansion

Sussex County, Delaware

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Feet



-  100-YR Flood Plain
-  NWI Wetlands
-  State 2' Contours



Spring 2017
Aerial Photo

Sources:
Tax Parcels per Sussex County

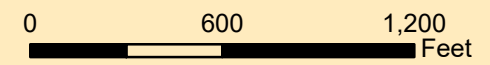
August 2020





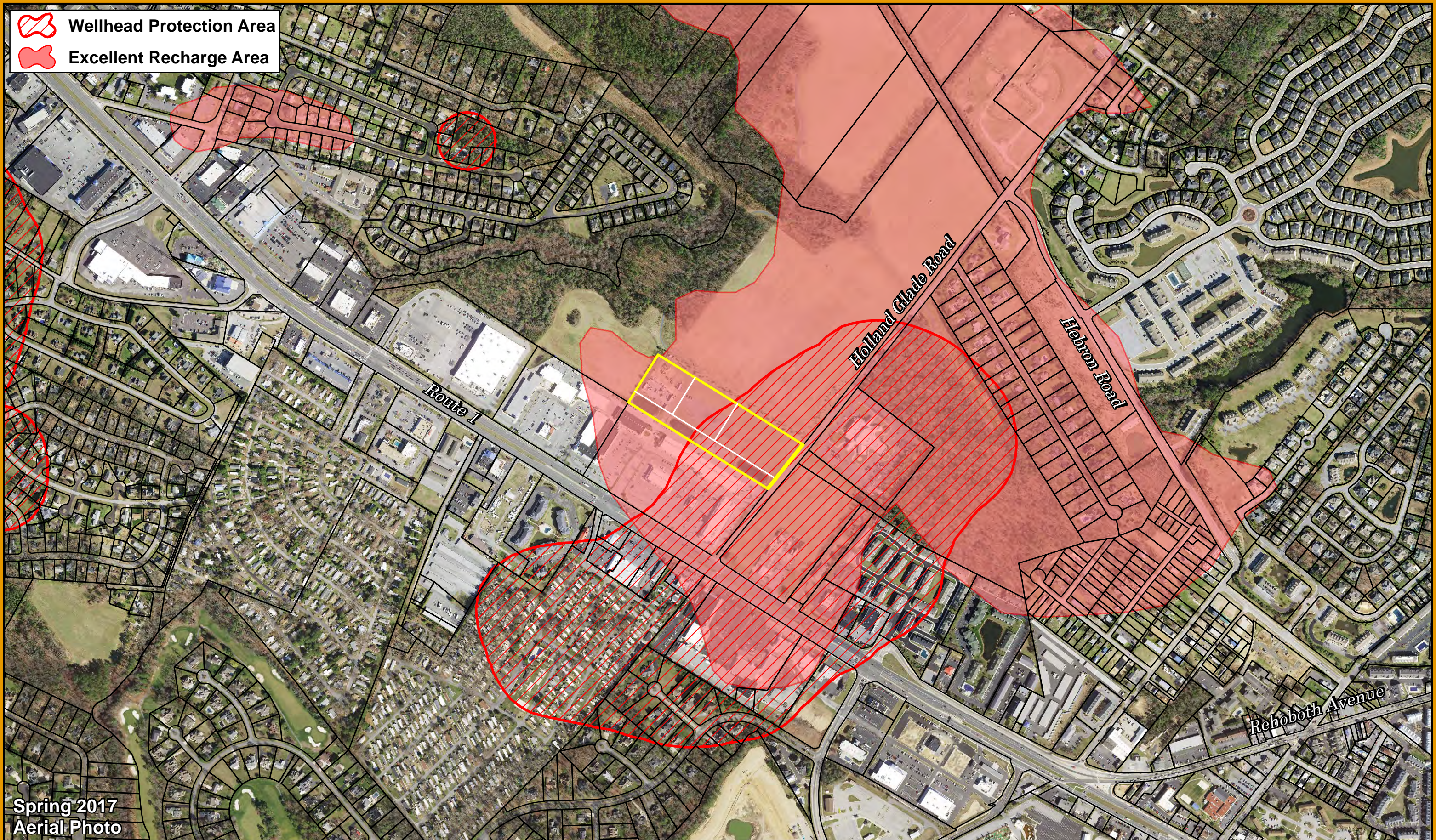
Environmental Map

Tanger Outlets - Seaside Expansion

Sussex County, Delaware



-  Wellhead Protection Area
-  Excellent Recharge Area



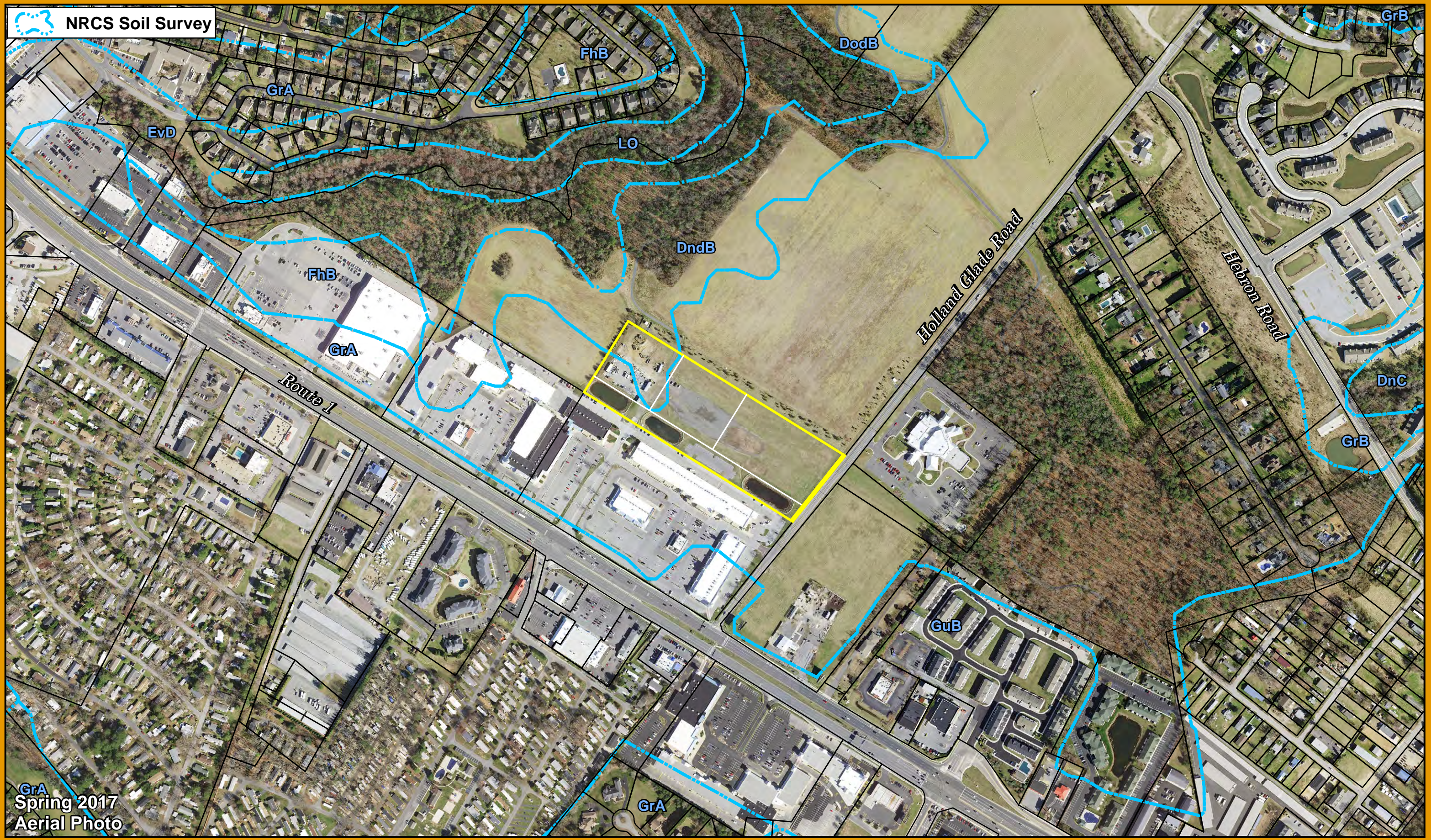
Spring 2017
Aerial Photo

Sources:
Tax Parcels per Sussex County



Source Water Protection Areas
Tanager Outlets - Seaside Expansion
Sussex County, Delaware





GrA
Spring 2017
Aerial Photo

Exhibit 2

Lewes Business Directory.

Hotel.

D. D. Murray...Proprietor of Atlantic Hotel.

Merchants.

Wm. P. Orr...Dealer in General Merchandise.
Thos. E. Ricards...
Dodd, Lingo & Burton...
Hitchens & Marshall...Dealers in Grain, Lumber, Lime, Fertilizers and Coal.

Physicians.

David Hall...Physician and Surgeon.
Jos. Lyons...

Residents.

L. L. Lyons...
Jno. P. Marshall...
H. Wolfe...

Farmers.

Harbison Hickman...
N. W. Hickman...
Jno. F. Woods...

Miscellaneous.

Wm. E. Spencer...Real Estate Agent.
Jos. Lafetra...Custom House Officer.
J. S. Burton...Surveyor and Conveyancer.
Wm. M. Hickman...U. S. Assistant Assessor.
Jno. Marshall, Jr...Captain of Schooner "Garnet."
E. D. West...House Carpenter.
Jos. T. Burres...Keeper of Cape Henlopen Lighthouse.

LEWES AND REHOBOTH

Sussex Co.
Scale 1 inch to the Mile.

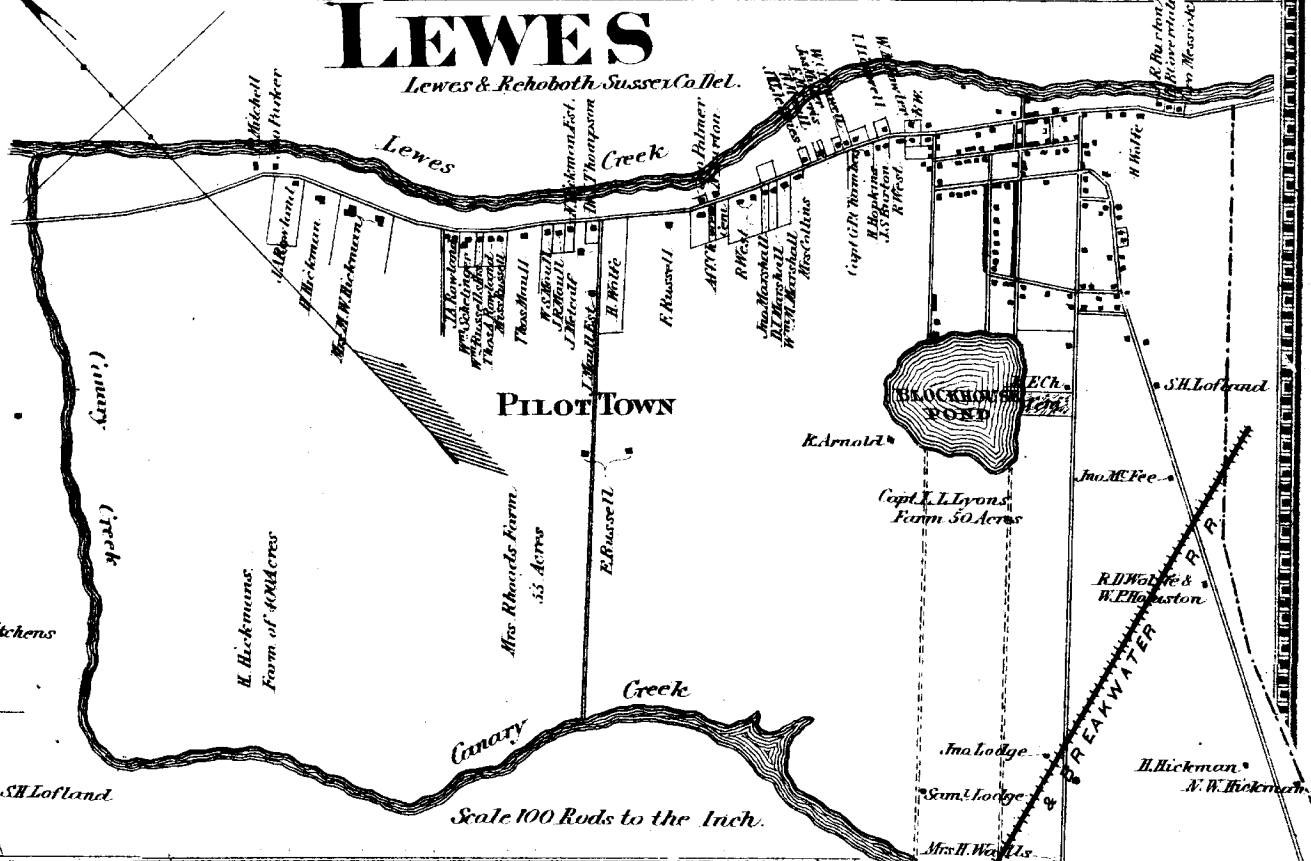
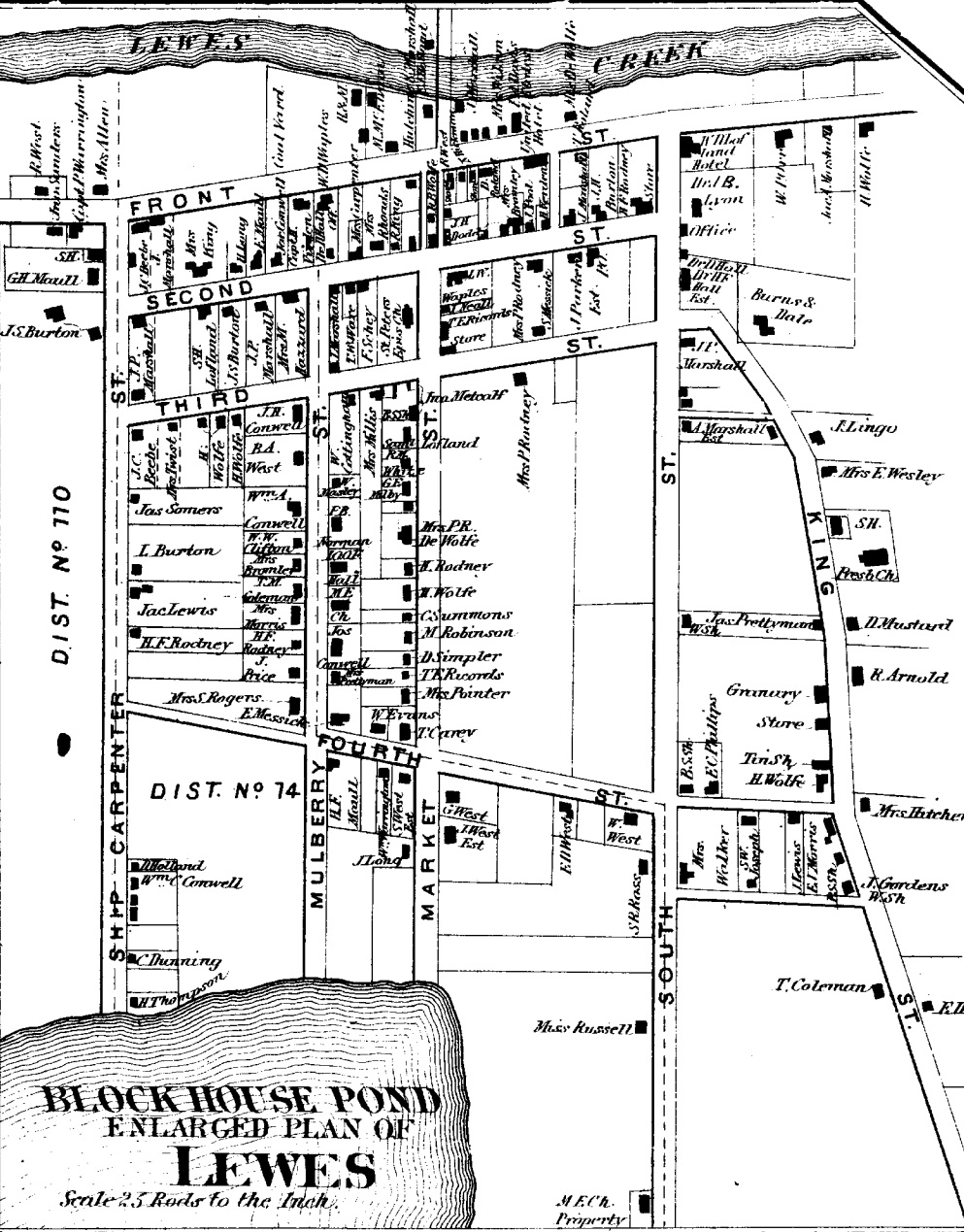
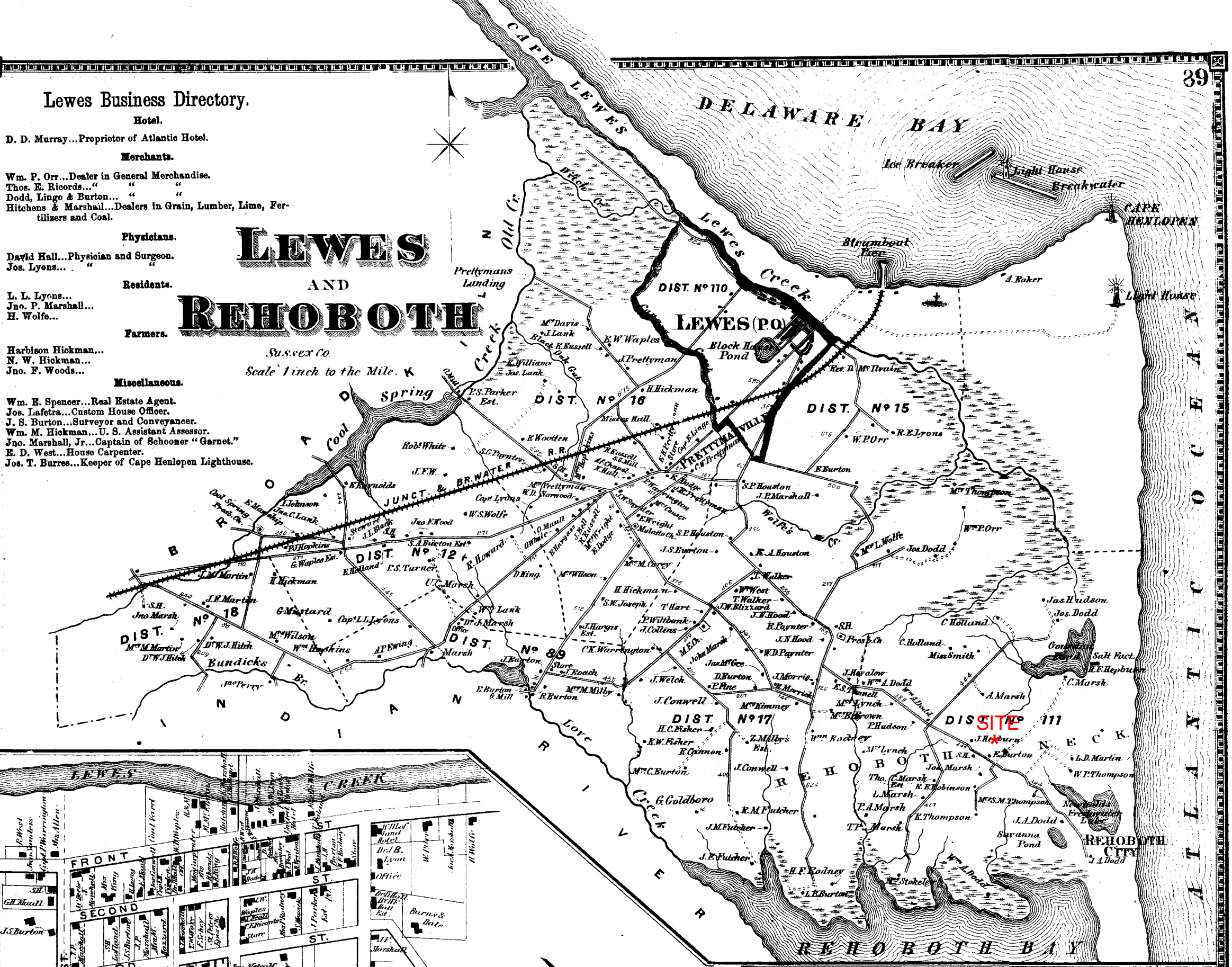


Exhibit 3

September 11, 2020

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

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

Attn: Ms. Lauren Devore, Planner III

Re: Tanger Seaside (Subdivision 2019-32)
Chapter 99-9C Response
Tax Map # 3-34-13.00-325.36
DBF# 1360C001

Dear Chairman Wheatley and Members of the Commission,

On behalf of our client, COROC/Rehoboth III L.L.C., we are pleased to provide you with our written response to the items listed in Chapter 99-9C.

The proposed subdivision, provides careful consideration of the following items in Sussex County Chapter 99-9C:

- 1. Integration of the proposed subdivision into the existing terrain and surrounding landscape.**
 - a. The subdivision includes a 30' setback along the northern boundary line adjacent to the State-Owned lands.
 - b. The subdivision includes a 20' setback along the western boundary line adjacent to the State-Owned lands.
 - c. The proposed subdivision is located adjacent to the existing Tanger Outlets and opposite Coastal Station.

- 2. Minimal use of wetlands and floodplains.**
 - a. There are no wetlands located on the property.
 - b. The property is not located in a floodplain.

3. Preservation of natural and historical features.

- a. A wellhead protection and excellent recharge area is located on the property. Each individual parcel will need to demonstrate compliance with Chapter 89 of the Sussex County Code.
- b. There are no wooded areas on the property.
- c. There are no known historical features on-site.

4. Preservation of open space and scenic views.

- a. The project will relocate the Junction and Breakwater Trail parking lot.
- b. The Developer has been engaged with State Parks and Recreation and DelDOT on future improvements of the Junction and Breakwater Trail.

5. Minimization of tree, vegetation and soil removal and grade changes.

- a. There are no trees or vegetation to preserve.
- b. The site will be “balanced,” which will minimize the need for soil to be removed or hauled to the site.

6. Screening of objectionable features from neighboring properties and roadways.

- a. Landscaping will be provided as part of each individual parcel.

7. Provision for water supply.

- a. Tidewater Utilities, Inc. will supply all homes with central water and provide fire protection.

8. Provision for sewage disposal.

- a. Sussex County Council will provide sanitary sewer conveyance and treatment for the proposed subdivision. The property is located in Tier 1 of the Sussex County Unified Sanitary Sewer District. A Sewer Service Concept Evaluation (SSCE) was provided on November 13, 2019.

9. Prevention of pollution of surface and groundwater.

- a. Best Available Technologies (BATs) will be used during the design and construction of the property.
- b. Best Management Practices (BMPs) will be used during the design and construction of the property.
- c. The site will utilize Green Technology where feasible for the project.

10. Minimization of erosion and sedimentation, minimization of changes in groundwater levels, minimization of increased rates of runoff, minimization of potential for flooding and design of drainage so that groundwater recharge is maximized.

- a. The stormwater management areas will be designed to meet all local, state and federal guidelines for sediment and nutrient removal.
- b. An Erosion and Sediment Control Plan will be developed and implemented as required by the Sussex Conservation District and DNREC. The plan will specify in detail how the project is to be constructed to limit the amount of sediment and other pollutants from leaving the site during construction.

11. Provision for safe vehicular and pedestrian movement within the site and to adjacent roadways.

- a. Each parcel will be separately designed and approved.

12. Effect on area property values.

- a. Based on historical land trends in Sussex County, the property values around the proposed subdivision will increase with the development of Tanger.

13. Preservation and conservation of farmland.

- a. The parcel of land is not actively farmed.

14. Effect on schools, public buildings and community facilities.

- a. The commercial subdivision will not generate additional students.
- b. The commercial subdivision will not require additional services from the public or community.

15. Effect on area roadways and public transportation.

- a. A Traffic Impact Study (TIS) is not required.
- b. The subdivision is interconnected to the existing Tanger Outlet.
- c. The Developer will be required to make improvements at the site entrance along Holland Glade Road that will consist of a protected left turn lane and deceleration lane. In addition, a shared-use path will be constructed along the project frontage

16. Compatibility with other area land uses.

- a. The subdivision conforms to the designated zoning for the property and is consistent with the surrounding land use as mentioned above.
- b. The proposed gross density of the project is 0.30 dwelling units per acre of land.

17. Effect on area waterways.

- a. The subdivision will provide water quality treatment in accordance with the Sediment and Stormwater Regulations.
- b. The site will comply with all TMDLs and PCS's as adopted by the State.

On behalf of our client we thank you for your review and consideration of this response. If you should have any questions or concerns please contact me at 424-1441

Sincerely,
Davis, Bowen & Friedel, Inc.



Ring W. Lardner, P.E.
Principal

Cc: Charles Worsham, COROC/Rehoboth III L.L.C.

Exhibit 4

September 11, 2020

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

Sussex County Administrative Building
Planning and Zoning Department
2 The Circle
P.O. Box 589
Georgetown, Delaware 19947

Attn: Ms. Lauren Devore, Planner III

Re: Tanger Outlets Seaside (Subdivision 2019-32)
Environmental Assessment and Public Facility Evaluation Report
Tax Parcel No: 3-34-13.00-325.36
DBF #1360C001.C01

Dear Ms. Devore,

On behalf of our client, COROC/Rehoboth III, LLC, we are pleased to submit an Environmental Assessment and Public Facility Evaluation Report in accordance with §115-194.3. Coastal Zone, Subparagraph B (2). We offer the following information that comprises our report:

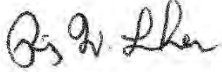
- (a) *Proposed Drainage design and the effect on stormwater quality and quantity leaving the site, including methods for reducing the amount of phosphorous and nitrogen in the stormwater runoff and the control of any other pollutants such as petroleum hydrocarbons or metals. The proposed improvements will meet or exceed the state regulations for quality and quantity control. The project design will include the use of green technologies to reduce the runoff from the site.*
- (b) *Proposed method of providing potable and, where appropriate, irrigation water and the effect on public or private water systems and groundwater, including an estimate of average and peak demands. The surrounding area is served by Tidewater Utilities, Inc. The eastern half (approximately) of the parcel is located within a wellhead protection area. The project will comply with the County's Source Water Protection Ordinance. At full build-out, the average water use is estimated to be 22,800 gallons per day and a peak use of 68,400 gallons per day.*
- (c) *Proposed means of wastewater treatment and disposal with an analysis of the effect on the quality of groundwater and surface waters, including alternative locations for on-site septic systems. The proposed project is located within Tier 1 of the Sussex County Unified Sanitary Sewer District. The project is estimated to require seventy-six (76) EDUs. The proposed project will be served by the County's sewer system.*

- (d) *Analysis of the increase in traffic and the effect on the surrounding roadway system. A Traffic Impact Study (TIS) was not required for the subdivision.*
- (e) *The presence of any endangered or threatened species listed on federal or state registers and proposed habitat protection areas. There are no known endangered or threatened species listed on federal or state registers or proposed habitat protection areas located on the property.*
- (f) *The preservation and protection from loss of any tidal or nontidal wetlands on the site. The project site does not contain tidal or non-tidal wetlands.*
- (g) *Provisions for open space as defined in §115-4. The subdivision is for commercial purposes and does not have open space requirements.*
- (h) *A description of provisions for public and private infrastructure. The Applicant will install all infrastructure at the sole cost to the Applicant. Public infrastructure will include sanitary sewer and drinking water infrastructure and minor roadway improvements within the State of Delaware roadway. All other improvements will be private.*
- (i) *Economic, recreational or other benefits. The proposed project will provide additional commercial options for residents in the neighboring areas that will divert traffic from the Route 1 corridor and provide jobs leading to an economic benefit for the County.*
- (j) *The presence of any historic or cultural resources that are listed on the National Register of Historic Places. The site does not contain any historic or cultural resources that are listed on the National Register of Historic Places.*
- (k) *An affirmation that the proposed application and proposed mitigation measures are in conformance with the current Sussex County Comprehensive Plan. The proposed application and mitigation measures comply with the current Sussex County Comprehensive Plan.*
- (l) *Actions to be taken by the applicant to mitigate the detrimental impacts identified relevant to Subsection B(2)(a) through (k) above and the manner by which they are consistent with the Comprehensive Plan. All mitigation measures, where required, have been discussed in their respective section. All mitigation measures as well as the application are consistent with the Comprehensive Plan.*

Ms. Lauren Devore
September 11, 2020
Page 3

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

Sincerely,
Davis, Bowen & Friedel, Inc.



Ring W. Lardner, P.E.
Principal

P:\Tanger Outlets\Seaside - 10 Acre Expansion\Docs\P&Z\Major Subdivision Presentation Booklets\2020-09-11 Final P&Z Booklet\4 - Tanger Seaside Major Subdivision Coastal Area Report.docx

Exhibit 5

September 11, 2020

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

Attn: Ms. Lauren Devore, Planner III

Re: Tanger Seaside (Subdivision 2019-32)
Chapter 89-6F Wellhead Protection Area Response
Tax Map # 3-34-13.00-325.36
DBF# 1360C001

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

Dear Chairman Wheatley and Members of the Commission,

On behalf of our client, COROC/Rehoboth III, LLC, we are pleased to provide you with our written response to the items listed in Chapter 89-6F.

The proposed subdivision provides careful consideration of the following items in Sussex County Chapter 89-6F:

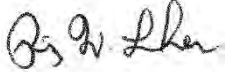
F. The following conditions shall apply to all areas within a wellhead protection area which fall between the edge of the safe zone and the outer boundary of the wellhead protection area:

- 1. The requirements of this chapter do not impose any limitations upon land development, provided the impervious cover of any portion of the tax parcel located within the wellhead protection area is 35% or less.**
 - a. The impervious cover of the proposed development that falls within the wellhead protection area may be more than 35%.
- 2. Impervious cover of that portion of a tax parcel within the wellhead protection area which is greater than 35% but no more than 60% is allowed, provided the applicant demonstrates through an environmental assessment report prepared by a registered professional geologist or registered professional engineer familiar with the hydrogeologic characteristics of Sussex County and using a climatic water budget that will insure that post-development recharge quantity will meet or exceed the existing (predevelopment) recharge quantity. Beneficial efforts to mitigate discharges to impervious surfaces shall count towards the formula used to compute post-development mitigation of any discharges.**

- a. The impervious cover of the proposed development that falls within the wellhead protection area may be more than 35% and may be more than 60%. Each individual parcel will be required to demonstrate compliance at time of site plan approval.
- 3. For all new construction where the impervious surfaces exceed 60% or where the level of post-development recharge is less than predevelopment recharge, all structures shall be required to discharge roof drains into underground recharge systems or into permeable surfaces that allow the discharges to infiltrate into the ground. Efforts to mitigate discharges to impervious surfaces shall count towards the formula used to compute post-development mitigation of any discharges.**
 - a. The impervious cover of the proposed development that falls within the wellhead protection area may be more than 60%. Each individual parcel will be required to demonstrate compliance at time of site plan approval.
- 4. Notwithstanding provisions of § 89-6A (nonconforming uses) in Commercial, Industrial and Business Districts, including, but not limited to, Urban Business (UB), Neighborhood Business (B-1), General Commercial (C-1), Commercial Residential (CR-1), Marine, Light Industrial (LI-1), Light Industrial (LI-2), and Heavy Industrial (HI), within designated development zones where the impervious cover of a property exists prior to the effective date of this chapter and the applicant desires to re-develop the property, the gross impervious cover shall be equal to or less than the original impervious cover percentage of the original site.**
 - a. This requirement does not apply to this project.
- 5. Discharge from roof drains, containment areas or impoundments that receive runoff from an area that may contain contaminants from mechanical systems shall be disposed of using best management practices, such as grass swales.**
 - a. Each individual site will demonstrate compliance with this provision.
- 6. Aboveground and underground storage tanks (USTs) containing petroleum or any hazardous substances listed in 40 CFR 116 in an aggregate quantity equal to or greater than a reportable quantity as defined in 40 CFR 117 shall not be permitted in a designated wellhead protection area unless such facilities meet the aboveground and underground storage tank regulations as applicable to the State of Delaware.**
 - a. The above requirement will be added to the Record plan notes for this project.

On behalf of our client we thank you for your review and consideration of this response. If you should have any questions or concerns please contact me at 424-1441

Sincerely,
Davis, Bowen & Friedel, Inc.



Ring W. Lardner, P.E.
Principal

P:\Tanger Outlets\Seaside - 10 Acre Expansion\Docs\P&Z\Major Subdivision Presentation Booklets\2020-09-11 Final P&Z Booklet\5 - Chapter 89-6F Response.doc

Cc: Charles Worsham, COROC/Rehoboth III, LLC

Exhibit 6

MASTER OUTPARCEL DECLARATION

BY

COROC/REHOBOTH III L.L.C.

(DECLARANT)

TANGER OULETS

REHOBOTH BEACH, DELAWARE



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Upon Recording Return to:
COROC/Rehoboth III L.L.C.
3200 Northline Ave, Suite 360
Greensboro, NC 27408
Attention: Legal Department

MASTER OUTPARCEL DECLARATION

THIS MASTER OUTPARCEL DECLARATION (this "**Declaration**") made this _____ day of _____, 20___, by COROC/REHOBOTH III L.L.C., a Delaware limited liability company ("**Declarant**").

WITNESSETH:

WHEREAS, Declarant is the owner of the entire tract of land located in the City of **Rehoboth Beach** (the "**City**"), **Sussex County** (the "**County**"), State of **Delaware** (the "**State**"), and said land is shown as "**Outlet Center**" on **Exhibit A** (the "**Site Plan**"), and is legally described on **Exhibit A-1**, and is hereinafter referred to as the "**Outlet Center Parcel;**" and

WHEREAS, Declarant, as the current owner of that certain tract or parcel of land (and any future owners of the Outlot, such owners are hereinafter referred to individually an "**Owner**" and collectively as the "**Owners**"), located in or near the City, the County, the State, shown as the "Outlots" on the Site Plan (Declarant acknowledges the Outlots is currently one parcel of land that may be subdivided into two or more Outlots and upon such subdivision the parcel of land subdivided becomes and Outlot) and legally described on **Exhibit A-2** (hereinafter referred to individually as an "**Outlot**" and collectively as the "**Outlots**"); and

WHEREAS, Declarant currently operates an outlet shopping center on the Outlet Center Parcel commonly known as "Tanger Outlets" (the "**Shopping Center**"); and

WHEREAS, Declarant and Owners desire that the Outlots be developed and operated in a manner compatible with the Shopping Center; and

WHEREAS, Owner desires that Declarant perform certain obligations regarding the construction, reconstruction, erection, installation, reinstallation, modification, inspection, repair, replacement and maintenance (collectively, "**maintain,**" "**maintained**" or "**maintenance**") of certain common areas of the Shopping Center for access and shown as "Outlet Center Access Area" on the Site Plan (the "**Outlet Center Access Area**"), and those certain common utility facilities



serving the occupants of the Shopping Center and Outlot that are located on the Outlet Center Parcel including those ponds shown as “Basin” on the Site Plan (collectively, the “**Common Utility Facilities**”), each as the same may exist from time to time; and

WHEREAS, Declarant desires that the Owners maintain certain common areas on the Outlets for access and shown as “Outlot Access Area” on the Site Plan (the “**Outlot Access Area**”), as the same may exist from time to time; and

WHEREAS, Declarant desires that Owner, and anyone holding possession of the Outlot, in whole or in part, through or under Owner (collectively and individually, the “**Occupant**”), and the Outlot be subject to the covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, Declarant, as the owner of the Shopping Center and the Outlots, for the benefit of the Shopping Center and the Outlots, declares the following reservations of easements, covenants, conditions and restrictions be placed on the Shopping Center and Outlots, as applicable, and that the Shopping Center and Outlots be held, used and developed upon and subject to the following terms, covenants and conditions:

Declarant shall have the right (but not the obligation) to develop, improve, use, operate, subdivide, plat, lease, sell, convey, transfer, mortgage and otherwise deal with the Outlet Center Parcel and construct, erect, alter, expand, operate, remove and reconstruct buildings and other improvements thereon at any time and from time to time, subject to and in accordance with, the terms, covenants, conditions and restrictions set forth in this Declaration.

The Outlet Center Access Area and the Common Utility Facilities located on the Outlet Center Parcel (to the extent not serving an Outlot exclusively) shall be maintained by Declarant in accordance with the terms and provisions set forth in this Declaration, but only to the extent not maintained by third-party utility providers. Each Owner shall maintain (or cause an Occupant on its Outlot to do so) all Utilities (as defined below) located on such Owner’s Outlot or Utilities located on the Outlet Center Parcel that exclusively service such Owner’s Outlot.

SECTION 1. EASEMENTS.

1.1. **OUTLET CENTER ACCESS EASEMENT.** To the extent not already dedicated to the public and maintained by the City of Rehoboth Beach, the following with respect to the Outlet Center Access Easement shall be applicable:

- a. Declarant hereby grants to each Owner, for the benefit of the Outlots, a non-exclusive, perpetual easement for vehicular and pedestrian access, ingress and egress from and between the Outlots and that certain roadway shown as “Delaware State Highway Route 1” on the Site Plan over and across the Outlet Center Access Area (“**Outlet Center Access Easement**”). Such easement shall not include or be deemed or construed to include any right to have access over or to park vehicles upon any portion of the Shopping Center.



- b. The easement granted in subsection (a) above shall be subject to the rights of Declarant to close the Outlet Center Access Area for such reasonable period or periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone.
- c. Declarant may elect to dedicate to the appropriate municipality or other governmental authority all or any portion of the Outlet Center Access Area as a public street and right-of-way. If necessary, Declarant shall be deemed an attorney-in-fact coupled with an interest for all persons having an interest in the Outlots for the sole purpose of joining in such dedication. If all or any portion of the Outlet Center Access Area is dedicated to the appropriate municipality or other governmental authority, the easements granted above over the dedicated portion of the Outlet Center Access Area shall expire.
- d. Declarant may elect to relocate the Outlet Center Access Area without the consent of any person holding an interest in any portion of the Outlots; provided, however, that access to the Outlots for pedestrian and vehicular traffic is not denied.
- e. Declarant shall have the right to enter upon any portion of the Outlots to the extent reasonably necessary to permit the maintenance of the Outlet Center Access Area. Any such maintenance during normal business hours shall not prohibit access from the Outlots to the nearest public right-of-way.
- f. Each Owner and Occupant shall, and shall cause its respective officers, directors, partners, employees, agents, contractors, subcontractors, customers, visitors, and invitees (collectively its "**Permittees**") to, (i) minimize the use of the Outlet Center Access Area by construction and delivery vehicles, and (ii) subject to Declarant's approval, cause such vehicles to use the least obtrusive access, as determined by Declarant in its sole discretion. No construction equipment or other heavy vehicle traffic to or from the Outlots shall make use of the Outlet Center Access Area but only across the Construction Access, as defined below. Without limiting the rights and remedies of Declarant, any damage (other than any ordinary wear and tear) to the Outlet Center Parcel or any improvements thereon or any impairment to the physical conditions thereof (including but not limited to the Outlet Center Access Area) which results from any use of the easement granted in this Section 1.1 by any Owner or Occupant or any of their respective Permittees, shall be promptly repaired by said Owner or Occupant to the condition existing prior to such damage, otherwise, Declarant may make such repairs and such Owner or Occupant shall reimburse Declarant for such costs and expenses (including without limitation, a reasonable administrative fee) upon demand, failure of which shall permit Declarant to place a lien on the Outlot of the Owner or Occupant failing to perform such obligation.
- g. The use of the Outlet Center Access Easement shall be in common with the occupants of the Shopping Center and any other parties given similar rights by Declarant and their respective employees, agents, contractors and invitees. Except as specifically



provided herein, no Owner shall unreasonably interfere or permit interference with the use and enjoyment of the Outlet Center Access Easement by such other parties.

1.2. OUTLOT ACCESS EASEMENT.

- a. Declarant hereby grants and reserves for the benefit of the Outlots and the Shopping Center, a non-exclusive (i) perpetual easement for vehicular and pedestrian access among and between the Outlot and Shopping Center over and across the area shown as "Outlot Access Area" on the Site Plan (the "**Outlot Access Area**") and (ii) temporary easement during times of construction on any Outlot that certain area from "Route 271" across the Outlots that includes the Outlot Access Road and is shown as "Construction Access" on the Site Plan. ("**Construction Access**"). Declarant reserves the right to approve the number, location and width of all curb-cuts to and from the Outlot Access Area. All such curb cuts requested by Owner may be subject to the approval of the applicable governmental or quasi-governmental body of the City such as the City Planning Commission and the City Council. The easement granted in this subsection (a) shall be subject to the rights of Declarant to close the Outlot Access Area for such reasonable period or periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone. Access to the Outlot Access Area shall not be impeded during normal business hours, except to the extent required to perform required maintenance. Upon the completion of construction on any Outlot, the Owner or Occupant of such Outlot performing such construction, at its sole cost and expense, shall promptly repair any damage to the Shopping Center or other Outlots in connection with the use of the Construction Access.

- b. If Declarant (or a designee) or any Owner ("**Constructing Party**") desires to construct all or any portion of the Outlot Access Area Improvements (as defined below) to connect to then-existing driveway as shown on the Site Plan, then, in order to facilitate the construction and installation of such portion of the Outlot Access Area Improvements on one or more Owner's Outlots or the Shopping Center ("**Burdened Property**"), Declarant hereby reserves for its benefit and for the benefit of the Constructing Party, and for the benefit of their respective agents, contractors and employees, a non-exclusive temporary construction easement (the "**Temporary Construction Easement**") on, over and across those portions of the Burdened Property as may be reasonably necessary for the Constructing Party to construct and install the Outlot Access Area Improvements on the Burdened Property or connect the Outlot Access Area Improvements with existing improvements within the Outlet Center Access Area. Upon the completion of the Outlot Access Area Improvements, the Constructing Party, at its sole cost and expense, shall promptly repair any damage to the Burdened Property or Shopping Center caused by such construction or installation work. The term of the Temporary Construction Easement shall commence on the day the Constructing Party commences construction of the Outlot Access Area Improvement and shall expire automatically on the date of the completion of such construction.



- c. The Constructing Party, at its sole cost and expense, may construct and install certain improvements within the Outlot Access Area (“**Outlot Access Area Improvements**”) as provided in subsection (b) above, including without limitation concrete driveway and related curb cuts and modify any existing improvements on the Burdened Property with or adjacent to the Outlot Access Area to alter such improvements to substantially reflect the configuration as shown on the Site Plan. Prior to commencing construction of the Outlot Access Area Improvements on the Burdened Property, the Constructing Party shall prepare (or cause to be prepared) and deliver to Owners (and Declarant, as applicable) and Occupants of the Burdened Property, a construction schedule and plans and specifications for the construction of the Outlot Access Area Improvements on the Burdened Property (collectively, the “**Outlot Access Area Plans**”). Within **10** business days after receipt of the Outlot Access Area Plans, each Owner (and Declarant, as applicable) shall each deliver to the Constructing Party written comments or approval and such parties agree to work in good faith with one another to resolve any issues regarding same, and the foregoing process shall continue until the Outlot Access Area Plans are approved by the parties. The Outlot Access Area Improvements shall be constructed in accordance with the approved Outlot Access Area Plans as approved by the applicable governmental and quasi-governmental authorities.
- d. Each Owner, at its sole cost and expense, will maintain the Outlot Access Area Improvements on its Outlot, except that the Constructing Party will so maintain any portion of the Outlot Access Area Improvements located on an Outlot within the Burdened Property that has not initially been developed and Declarant, or its designee, will maintain the Outlot Access Area Improvements on the Shopping Center (each such Owner and Declarant are individually “**Maintaining Owner**”). No Maintaining Owner shall at any time allow any portion of the Outlot Access Area be in whole or in part closed, blocked, relocated or otherwise altered in any way without Declarant's consent; provided, however, the foregoing shall not be construed to prohibit a temporary closure of any of these drives or medians that is (i) reasonably necessary in order to prevent a public dedication, (ii) required by law, (iii) reasonably necessary in connection with the performance of maintaining or the initial development of, or reconstruction of improvements on, an Outlot, or (iv) due to an emergency, provided that in each such case alternative access reasonably acceptable to Declarant (or its designee) is available at all times during such temporary closure. The performing Owner shall use good faith, diligent efforts to reopen such access promptly after any emergency or temporary closure. Declarant (or its designee) shall have the right to exercise self-help in the event of a Maintaining Owner's failure to comply with its obligations described in this subsection and have the right to seek reimbursement in the same manner as set forth in subsection (e) below.
- e. The Maintaining Owner, during such time as the Outlot Access Area Improvements exist but only for that portion of the Outlot Access Area that such Maintaining Owner is responsible for under subsection (d), and the Constructing Party, during periods of construction of the Outlot Access Area Improvements on that portion of the Burdened Property in which construction is occurring, shall indemnify, defend and save the



other Owners (and Declarant) harmless from and against all costs, liabilities, suits, penalties, claims and demands, including without limitation reasonable attorneys' fees and court costs, resulting from or arising out of the Maintaining Party or Constructing Party, as the case may be, or their respective employees, agents or contractors, entry upon the Outlots and Shopping Center for the exercise of the rights granted in this Section 1.2. The Constructing Party shall discharge or bond over any lien to be filed on the Outlots or the Shopping Center related to the construction of the Outlot Access Area Improvements within **30** days after receiving notice that such lien has been filed. If the Constructing Party fails to keep such covenant, then the Owner of the impacted Outlot (and Declarant), each and at its option, shall have the right but not the obligation to discharge such lien, in which event the Constructing Party agrees to pay curing Owner or Declarant, as applicable, a sum equal to the amount of the lien with Interest and an administrative cost not to exceed **5%** of the lien amount to cover reasonable attorneys' fees, expenses and damages.

- f. The Constructing Party shall warrant and guarantee that all materials used in the performance of its construction of the Outlot Access Area Improvements will be new, unless otherwise specified in writing by Owner and approved by Declarant; the construction of the Outlot Access Area Improvements on the Outlot shall be performed in a good and workmanlike manner, in compliance with Applicable Laws and conform to the requirements of this Declaration and the Governing Documents; and the Outlot Access Area Improvements shall be free from construction and materials defects for **1** year from the date of substantial completion. Any portion of the work performed by the Constructing Party related to the Outlot Access Area Improvements in violation of this warranty and guarantee shall be considered defective ("**Defective Work**") and the Constructing Party shall correct any such Defective Work discovered during the foregoing warranty period. Upon completing the construction of any Outlot Access Area Improvements, the Constructing Party shall deliver to Owner and Declarant (i) an "as built" survey, or (ii), at Declarant's election, a redlined copy of the Constructing Party's plans prepared by its engineer. Said survey or redlined plans shall show the location of the Outlot Access Area Improvements as constructed. The warranties and guaranties contained in this subsection shall run to the benefit of Owner and Declarant.

1.3. UTILITY EASEMENTS.

Declarant hereby acknowledges and declares that the utility systems ("**Utilities**") to serve the Outlots may be part of the Common Utility Facilities and may be located within the Outlot Access Area or that portion of the Shopping Center immediately adjacent to the Outlots and shown as "Utility Easement Area" on the Site Plan (the "**Utility Easement Areas**"). Declarant hereby grants the Owners, for the benefit of the Outlots and the Occupants thereof, a perpetual, non-exclusive easement ("**Utility Easement**") under, over and across the Utility Easement Area to connect with and use those portions of the Common Utilities Facilities subject to the terms and conditions of this Declaration including without limitation the following:



- a. All connections shall be designed by a professional engineer registered in the State in which the Outlots are located. All work and points of connection shall be located under, over and across the Utility Easement Area. The plans for the Utilities and all connections shall be subject to the prior written approval of Declarant.
- b. The quality of materials used in connecting lines, pipes, conduits or other materials shall be of quality equal to or better than those to which they are connected and such work shall include at least a 1-year warranty.
- c. The materials and workmanship shall comply with all recommendations of the American Society for Testing and Materials and with all Applicable Laws.
- d. All work done in making said connections and maintenance to the Utilities shall be completed expeditiously and in such a manner to not interfere with the businesses being conducted on the Shopping Center, to minimize any disruption to the Utility Easement Areas, and so as not to interrupt or interfere with utility services to any improvements in the Shopping Center. Prior to the commencement of any such work, the Owner undertaking such work shall submit to Declarant a written schedule for such work, which schedule shall be subject to Declarant's prior written approval and shall otherwise comply with the requirements of this Declaration.
- e. After completion of such work, a grantee, at its cost and expense, shall promptly restore all property and improvements affected thereby to the same or as good condition as existed immediately prior to the commencement of such work.
- f. Declarant shall have the right to relocate the Utilities within the Utility Easement Area, provided such relocation is performed in such a manner to not unreasonably interfere with the service of the Utilities and the businesses being conducted on the Outlots.
- g. No such utility connections or the use of the Utilities shall result in special assessments on any portion of the Shopping Center (or the Owner undertaking such work shall be responsible for the entire special assessment), or diminish or interrupt Utilities serving, or increase the cost to provide Utilities to, any portion of the Shopping Center in any way.
- h. The Owner undertaking such work, at its sole cost and expense, shall be responsible to restore any damage to the Utility Easement Area or Shopping Center and for any increased sizing or capacity of the Utilities or Common Utility Facilities required to accommodate the connection to and use by the Outlots or Declarant may perform such work and such Owner or the Occupant on such Owner's Outlot shall reimburse Declarant for all of its costs and expenses to perform such work (including without limitation a reasonable administrative fee) upon demand, failure of which shall permit Declarant to place a lien on such Owner's Outlot.



SECTION 2. USE RESTRICTIONS.

2.1. NOXIOUS USES.

No use or operation on the Outlots shall be permitted which is incompatible with a first-class regional shopping center, including but not limited to the following prohibited uses:

- a. Any public or private nuisance;
- b. Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness;
- c. Any purpose which may cause objectionable or obnoxious odors, fumes or contamination or other activity resulting in pollution of the air, soil or water on the Outlots or adjacent properties; provided, however, that a sit-down restaurant is not precluded hereby;
- d. Any noxious, toxic, caustic or corrosive fuel or gas;
- e. Any dust, dirt, vapor or fly ash in excessive quantities;
- f. Any use which involves any unusual fire, explosion or other damaging or dangerous hazard or activity (including the storage, display or sale of explosives or fireworks);
- g. Any warehousing, assembling, manufacturing, distilling, refining, smelting, agricultural, drilling for and/or removal of subsurface substances or other mining or drilling operation, or other industrial type development or use;
- h. Any mobile home park, trailer court, labor camp, junk yard, stock yard, or lumber yard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance);
- i. Any dumping, disposing, incineration or reduction of garbage or refuse (exclusive of garbage compactors located in the rear of any building) or gathering for recycling;
- j. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation; and
- k. Any use incompatible with the operation of a first-class shopping center, or any of the following uses:
 - i. Any cemetery, funeral parlor, mortuary or crematorium;
 - ii. Any "adult" type bookstore or the sale, rental or display of pornographic or "X" rated materials or any establishment selling or exhibiting pornographic materials; but such restriction shall not preclude book stores or movies stores and other

national or regional stores that, as an incidental part of their videos, books or other merchandise offered to their customers (or hotels that offer in-room movie service), maintain a selection of materials directed to mature audience, provided such material is not visible from the exterior of the store or individual room, as applicable;

- iii. Any "second hand" store (but excluding stores primarily selling antiques or stores selling previously viewed DVD's and/or previously listened to CD's) or a discount store;
- iv. Any massage parlor;
- v. Any establishment selling or exhibiting paraphernalia for the use of drugs (a so-called "head" shop);
- vi. Any pawn shop, gun shop, tattoo parlor, flea market, swap meet, storage yard or junk yard;
- vii. The producing, manufacturing and/or distributing of ready-mix concrete of any type;
- viii. Any commercial laundry or dry-cleaning plant, or laundromat;
- ix. A tavern, bar, night club, discotheque, dance hall or any establishment selling alcoholic beverages for on-premises consumption, other than the sale of alcoholic beverages incidental to the operation of a restaurant (i.e., where the sale of alcoholic beverages constitutes less than **40%** of any such restaurant's gross sales of food and beverages); provided, however, a full service hotel may operate a bar as an incidental use thereto provided such bar area does not have a separate external entrance;
- x. A bowling alley, skating rink, billiard room or pool hall; or
- xi. An off-track betting, casino, bingo parlors, gambling, gaming or check cashing facility, other than the sale of lottery tickets and instant win tickets pursuant to state sponsored lotteries.

2.2. RESTRICTED USE.

Owners shall not use the Outlots, or permit the Outlots to be used, for any of the following restricted uses, without the written consent of Declarant based upon Declarant's sole and absolute discretion:

- a. A carnival, amusement park or circus;
- b. Any library, reading room or house of worship;



- c. An entertainment facility, game room, game arcade or amusement center, amusement park, carnival or indoor children's recreational facility;
- d. Any self-service storage facility;
- e. A tanning facility, beauty parlor, health, exercise or racquet club, spa, gymnasium or karate center;
- f. A movie theater or live performance theater;
- g. A meeting hall, gallery, auditorium, banquet facility or other place of public assembly, other than incidental to the operation of a restaurant;
- h. A sports or recreational facility or for conducting sporting events, but not excluding the sale of sporting goods or the operation of a sporting goods store;
- i. A school, training or educational facility (including, without limitation, a beauty school, barber college, reading room, school or other facility catering primarily to students or trainees, rather than customers);
- j. A veterinary hospital, veterinarian or establishment with overnight boarding of animals; and
- k. A medical clinic.

2.3. GOVERNMENT DOCUMENTS RESTRICTIONS.

Owners shall not use the Outlots or permit the Outlots to be used for any use prohibited or restricted under the Governing Documents, including the following uses:

- a. Use any part of the Outlot Center Access Area or Outlet Access Area, without the written consent of Declarant based upon Declarant's sole and absolute discretion, for any of the following:
 - i. Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet, or other matter whatsoever;
 - ii. Exhibit any sign, placard, banner, notice or other written material;
 - iii. Distribute any circular, booklet, handbill, placard, or other material;
 - iv. Solicit membership in any organization, group or association or contribution for any purpose;



- v. Subject to the free speech rights under Delaware's Constitution, parade, rally, patrol, picket, demonstrate, or engage in any conduct that might interfere with or impede the use of any of the common areas by any occupant of the Shopping Center, create a disturbance, attract attention, or harass, annoy, disparage, or be detrimental to the interest of any of the retail establishments within the Outlots or the Shopping Center;
 - vi. Throw, discard, or deposit any paper, glass, or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind; or
 - vii. Deface, damage, or demolish any sign, light standard, or fixture, landscaping materials or other improvements within the Outlots, the Outlet Center Access Area, the Outlot Access Area or the property of customers, business invitees, or employees situated within such areas.
- b. The listing of specific items as being prohibited in this Section 2.3 is not intended to be exclusive, but to indicate in general the manner in which the right to use the Outlet Center Access Area or the Outlot Access Area solely as a means of access and the installation or maintenance of Utilities is limited and controlled. Declarant shall have the right to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from coming upon the Outlet Center Access Area, th Outlot Access Area or any portion thereof, and to prohibit, abate, and recover damages arising from any unauthorized act, whether such act is in express violation of the provisions of this Section 2.3.

2.4. COMMUNICATION EQUIPMENT.

Owners or Occupants shall be responsible for obtaining the consent of all regulatory license commissions and government agencies before erecting any radio, electronic communications, television or satellite aerial or antenna or other similar device ("**Device**") permitted pursuant to Section 3.6 of **Exhibit B**, and thereafter maintaining such consent. Any taxes or assessments levied against the Shopping Center or Declarant because of the existence of such Device shall be the sole responsibility of such Owners or Occupants. No Device shall be used on the Outlots which interrupts or interferes with the use and enjoyment of electronic or communication devices of other occupants of the Shopping Center or lands adjacent thereto.

SECTION 3. REPURCHASE RIGHTS.

3.1. FAILURE TO CONSTRUCT.

Unless otherwise set forth in a separate agreement between Declarant and an Owner or Occupant, upon an Outlot being conveyed in fee to an Owner other than Declarant or a ground lease entered into between Owner and any Occupant, such Owner or Occupant agrees to complete construction of a building according to the plans approved by Declarant and use good faith commercially reasonable efforts to open the same for business to the public not later than **270** days after such Owner obtains fees simple title or such Occupant



obtains exclusive possession of such Outlot. If such Owner or Occupant fails to commence a continuous program of construction of a permanent structure on such Outlot within **30** days after obtaining fee simple title or exclusive possession, as applicable, or has not completed improvements or opened for business to the public as required herein or pursuant to a separate agreement with Declarant, then Declarant, or its designee, shall have the right and option, exercisable at its sole discretion at any time after such date but prior to the date on which such conditions are fulfilled, to terminate such Occupant's ground lease or purchase from such Owner its Outlot for the purchase price paid by such Owner less any costs incurred by Declarant in the sale of such Outlot including but not limited to commissions, legal, architectural and engineering.

3.2. RIGHT OF FIRST REFUSAL.

If any Owner or its successors or assigns receives a bona fide, written offer or offers (a) to purchase or lease its Outlot or a portion thereof, or (b) for the option to purchase or lease such Outlot as aforesaid (such offers and options being hereinafter referred to as the "**Offer**"), prior to acceptance of an Offer, such Owner shall give Declarant written notice (the "**Offer Notice**") enclosing a copy of the Offer. Declarant shall have **60** days following receipt of the Offer Notice to elect to acquire the interest in such Outlot that is the subject of the Offer on the terms and conditions set forth in the Offer. If Declarant exercises the rights herein granted, then Declarant and Owner shall enter into a contract or lease, as applicable, having the same terms and conditions as the Offer. If Declarant does not exercise the rights herein granted, such Owner may accept the Offer and close the transaction contemplated thereby; provided, however, if such transaction is not completed on the same terms and conditions contained in the Offer Notice within **180** days after the Offer Notice is given, such transaction shall not take place and the requirements of this Section 3.2 shall remain in full force and effect as to any future offers. The covenants of this Section 3.2 are of a continuing nature and shall not be exhausted by **1** or more sales of an Outlot.

3.3. RE-PURCHASE RIGHT.

a. Triggering Events.

In each instance that (i) Owner desires (or permits an Occupant) to change the use of its Outlot from a permitted use or one as approved by Declarant, or from any other use for which such Outlot is in fact being utilized, or (ii) the business being operated on such Outlot ceases operation for more than **90** days (excluding reasonable periods for remodeling/renovation of not more than **60** days or restoration followed by a casualty of not more than **180** days), or (iii) the improvements on such Outlot are destroyed by fire or other casualty and restoration is not commenced within **60** days and completed within **180** days from the date of such destruction, then Declarant shall have the right to terminate such Occupant's occupancy agreement or acquire such Outlot, including all improvements, trade fixtures, equipment and other personal property used in the operation of the business being conducted on such Outlot, upon **30** days' written notice to such Owner, for the purchase price hereinafter specified. Such Owner shall give



Declarant immediate notice of its intention (or permit an Occupant) to change the use of the Outlot or to discontinue business thereon, and Declarant shall make its election to terminate the occupancy agreement of such Occupant or acquire such Outlot within **60** days after receipt of such notice.

b. Appraisal Procedure.

- i. If the right to purchase an Outlot in Section 3.3(a) above is exercised, the purchase price of such Outlot shall be based upon the Fair Market Value (“FMV”) of such Outlot. FMV shall mean the price at which such Outlot could be sold by a person who desires, but is not required to sell, and is sought by a person who desires, but who is not required to buy, after due consideration of all the elements reasonably affecting value. Within **15** days after the receipt of Declarant’s exercise of its right to purchase such Outlot, Declarant and the applicable Owner shall select an appraiser and advise the other party of such appraiser's name, address and telephone number. If either Declarant or such Owner fails to timely appoint an appraiser, then the appraiser so timely appointed shall have the power to proceed as the sole appraiser to determine the FMV of the Outlot.
- ii. Within **30** days after the appraiser or appraisers are so appointed (or if one party fails to timely appoint an appraiser, within **30** days after the deadline for such appointment), each appraiser so appointed shall independently make appraisals of the FMV of the applicable Outlot. If the appraisers cannot agree upon the FMV of such Outlot, then such appraisers shall consult with each other and shall select a third appraiser. If both appraisers cannot agree upon a third appraiser, then either party shall have the right to request appointment of such third appraiser by the Board of Realtors in the City, and the non-requesting party shall not raise any question as to such institution's full power and jurisdiction to entertain the application and make the appointment. The third appraiser shall choose the calculation of one of the parties’ appraiser's, and such selection shall be the FMV of such Outlot.
- iii. Each person designated to participate in the appraisal of the applicable Outlot shall (A) be a real estate professional specializing in retail commercial property sales in the County, (B) have at least **5** years of experience as an appraiser, (C) be a member of the American Institute of Real Estate Appraisers or the industry-wide accepted successor if such institute no longer exists, and (D) have no material, financial or other business interest in common with a party to this Declaration. Each party shall bear the fees and expenses of its own appraiser and **1/2** of the fees and expenses of the third appraiser; provided, however, if Declarant does not purchase such Outlot after Declarant institutes the appraisal procedure, Declarant shall pay the expenses of its appraiser and the third appraiser.

c. Rescinding of an Offer.



Declarant shall have the right to rescind its election to acquire the applicable Outlot by written notice to the applicable Owner given not later than **10** days after final determination of the price to be paid by Declarant as set forth in Section 3.3 (b)(iii) above.

d. Continuing Nature.

The covenants of this Section 3.3 are of a continuing nature. Accordingly, if Declarant does not acquire the applicable Outlot as aforesaid, then such right shall lapse as to the occurrence which gave rise to such right, but shall remain in full force and effect as to any future occurrences.

e. Repurchase Closing.

Unless otherwise agreed in writing by the parties, the closing and consummation of the purchase and sale of the applicable Outlot (for the purposes of this Section 3.3 (e), the "**Repurchase Closing**") shall occur on or before the date which is **30** days after determination of the purchase price, on a specific date, at a specific time and at a specific location designated by Declarant in writing at least **5** business days in advance. The applicable purchase price shall be payable in cash by wire transfer of immediately available federal funds to the applicable Owner. Title to such Outlot shall be conveyed by such Owner to Declarant or to its designee or assignee by special/limited warranty deed, subject only to all matters of recorded identified in a recent title commitment, except for the monetary liens of such Owner or the applicable Occupant, all real estate taxes for the year of Repurchase Closing not yet due or payable, installments of special assessments, if any, not yet due or payable, additional easements, if any, for utilities serving such Outlot. Current real property taxes and installments of special assessments and payments under any recorded title exception documents shall be prorated as of the date of Repurchase Closing. Declarant shall bear the cost of any title insurance coverage desired by Declarant. Declarant shall pay the documentary stamp tax or transfer tax imposed in connection with the conveyance of such Outlot to Declarant. Such Owner and Declarant shall each pay the fees and expenses of its attorneys.

SECTION 4. DEVELOPMENT CRITERIA.

The development of any Outlot shall comply with the requirements as set forth in **Exhibit B**. Each Owner or Occupant agrees to use commercially reasonable diligent efforts to commence construction of the improvements necessary for the use permitted by its agreement with Declarant in compliance with the requirements of this Declaration within **30** days after the date hereof and complete the same within **270** days after the date hereof, subject to delays caused by weather, casualty, vandalism, arson, shortage of labor, equipment or materials, strikes, civil commotion or other factors beyond the applicable Owner's reasonable control; provided, however, lack of funds or inability to obtain financing shall not be deemed to be a cause beyond the reasonable control of either party. All construction by the applicable Owner or Occupant shall be calculated and carried on as to prevent congestion or blocking of the Outlet Center



Access Area or the Outlot Access Area. All work done in connection with the improvements made to the applicable Outlot shall be completed expeditiously and in such a manner to not interfere with the businesses being conducted on the Shopping Center or interrupt or interfere with utility services to any improvements in the Shopping Center.

SECTION 5. SIGN CRITERIA.

Signs on the Outlots shall comply with sign criteria set forth in **Exhibit C**.

SECTION 6. MAINTENANCE.

6.1 MAINTENANCE OBLIGATION.

Each Owner and Occupant, at its sole cost and expense, shall keep its Outlot, including all improvements thereon, in a first class, well-maintained, safe, clean and attractive condition. Those areas not improved by buildings, parking areas or similar and related improvements shall be covered with grass or other landscaping. Maintenance includes, but is not limited to, the following:

- a. Prompt removal of all litter, trash, refuse and waste;
- b. Keeping all landscaping alive, weed-free and attractive;
- c. Keeping exterior lighting and mechanical facilities in working order;
- d. Keeping parking areas, driveways, and roads in good repair;
- e. Compliance with all government health and safety requirements;
- f. Striping all parking areas and repainting of improvements;
- g. Repairing all exterior damage to improvements; and
- h. Proper and regular cutting and maintaining of all grass and landscaped areas.

6.2 FAILURE TO MAINTAIN.

If any Owner or Occupant fails to maintain its Outlot in accordance with the foregoing in such manner as may be deemed necessary by Declarant to preserve and protect the value and attractive appearance of the Outlots, then Declarant may give the applicable Owner or Occupant written notice stating the work or repair which Declarant finds to be required and requesting the same be carried out or undertaken and diligently pursued within **10** days after giving such notice and completed within **30** days after the giving of such notice. Should any Owner or Occupant fail to carry out or undertake such maintenance and repair, then Declarant, through its authorized agent or agents, shall have the right and power to enter onto such Owner's or Occupant's Outlot and perform such care and



maintenance without any liability for damages for wrongful entry, trespass or otherwise to such Owner or Occupant. Such Owner or Occupant shall be liable for the cost of such work plus an administrative charge equal to the greater of either: (a) **5%** of the cost and (b) **\$500** per occurrence, and shall promptly reimburse Declarant for such cost.

6.3 ACCESS MAINTENANCE FEE.

Owner or Occupant shall pay to Declarant annually in advance no later than the **20th** day of January in each year as its share of the cost for Declarant to Maintain (or cause to be Maintained) the Access Area in an amount equal to an annual amount to be negotiated directly with Declarant but in any event increased on January 1st of each year by no less than **2%** on a cumulative basis. For any partial year, Owner shall pay Declarant a prorated amount.

SECTION 7. INSURANCE.

Owner or Occupant shall obtain and keep in force the following insurance coverage with respect to its Outlot:

7.1. LIABILITY POLICY.

Commercial General Liability Insurance, with broad form coverage insuring against claims on account of bodily injury or death, personal and advertising injury, and property damage or destruction (i.e., exclusion for liability assumed under contract must be deleted) that may arise from, or be related to (a) the conduct of Owner and/or Occupant, or (b) the condition, use or occupancy of such Owner's or Occupant's Outlot, including contractual liability, relating to such Outlot and its appurtenances on an occurrence basis with a per occurrence limit of **\$5,000,000.00**. The policy shall provide for severability of interests and that an act or omission of one of the insured or additional insured parties shall not void coverage as to the other insured or additional insured parties.

7.2. CASUALTY POLICY.

Causes of Loss – Special Form property insurance including (without limitation) earthquake, boiler and machinery, flood, wind and terrorism coverage, in an amount equal to the replacement cost of all buildings, improvements, personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments, and all contents therein, now or hereafter situated on an Outlot.

7.3. WORKERS' COMP POLICY.

Worker's compensation insurance covering all persons employed directly or indirectly, in connection with any work performed by Owner and/or Occupant or any repair or alteration, and all employees and agents of Owner or Occupant with respect to whom death or bodily injury claims could be asserted against Declarant or any other owner or occupant of the Shopping Center, as required by Applicable Laws. Workers



compensation coverage should include waiver of subrogation against, Declarant and/or Declarant's designees.

7.4. ALCOHOL LIABILITY POLICY.

For so long as any alcoholic beverages are sold or served in, on or from any Outlot, Liquor Liability Insurance, including contractual liability, relating to the sale and/or service of alcoholic beverages in, on or from such Outlot and its appurtenances, for any third-party liability arising in any way therefrom, on an occurrence basis with a minimum per occurrence limit of **\$5,000,000**.

7.5. EMPLOYER'S LIABILITY POLICY.

Employer's liability insurance in the amount of **\$1,000,000** for each accident and for bodily injury by disease.

7.6. AUTOMOTIVE LIABILITY POLICY.

Automobile liability insurance, (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles, with limits of liability of not less than **\$2,000,000** in combined single limit each accident for bodily injury and property damage combined.

7.7. BUSINESS INTERRUPTION POLICY.

Business interruption insurance for the duration of at least **18** months.

7.8. BUILDER'S RISK POLICY.

Prior to commencing any alterations, additions, improvements or construction on any Outlot, Owner or Occupant undertaking such work or the contractor of Owner or Occupant shall furnish commercial general liability insurance with a minimum liability of **\$3,000,000** per occurrence, **\$5,000,000** for products and completed operations (which shall be maintained for a **3** year period following final completion of the work) and **\$5,000,000** in the general aggregate applied separately to such Outlot, naming Declarant and its designees as additional insured parties as their interests may appear. During construction, Owner or Occupant shall carry or cause to be carried a builder's risk insurance in the full amount of the construction contract.

7.9. GENERAL REQUIREMENTS.

All of the aforesaid insurance (except for Worker's Compensation Insurance) shall be written in the name of Owner and/or Occupant, with Declarant (and its designee(s)) named as an additional insured parties on the Commercial General Liability, Automobile Liability, and Liquor Liability policies and shall be written by 1 or more responsible insurance companies licensed to do business in the State with an A.M. Best's rating of



with a rating of Best's A-VII or better and in form satisfactory to Declarant; all such insurance may be carried under a blanket policy covering such Owner's or Occupant's Outlot and any other location of Owner or Occupant; all such insurance shall contain endorsements that such insurance may not be cancelled or amended with respect to Declarant (or its designees) except upon **30** days' prior written notice to Declarant (and its designees) by the insurance company; Owner and/or Occupant shall be solely responsible for payment of premiums and Declarant (nor its designees) shall not be required to pay any premium for such insurance. The minimum limits of the Commercial General Liability policy of insurance shall in no way limit or diminish the liability of Owner or Occupant. Owner and/or Occupant shall deliver to Declarant, at least **15** days prior to the time such insurance is first required to be carried hereunder, and thereafter at least **15** days prior to the expiration of such policy, either a duplicate original or a certificate of insurance on all policies procured in compliance with the obligations hereunder, together with evidence satisfactory to Declarant of the payment of the premiums therefor. If Owner or Occupant fail to obtain and provide any of the aforesaid insurance, then Declarant may, but shall not be required to, purchase such insurance on behalf of Owner or Occupant, and the cost of such insurance shall be immediately repaid to Declarant upon written demand to Owner or Occupant.

7.10. PERIODIC INCREASES IN AMOUNTS.

The minimum limits of the insurance amounts in this Section 7 shall be subject to increase at any time, and from time to time, after the **5th** anniversary of the date hereof, as shall be determined by Declarant.

SECTION 8. MISCELLANEOUS.

8.1. BENEFITS OF RESTRICTIONS.

Except as provided in Section 5 of **Exhibit B**, the covenants and restrictions under this Declaration shall constitute independent real covenants and shall run with the land burdened thereby, shall be binding upon Owner and Occupant, or any part thereof and the improvements thereon, and their respective successors and assigns, shall constitute encumbrances on the Outlot, and shall inure to the benefit of, and be enforceable only by Declarant (and its designees). The covenants and restrictions created herein shall terminate and expire on the **50th** anniversary of the date hereof and automatically renewed every **10** years thereafter unless Declarant and Owner agree in writing to terminate this Declaration, but in no event shall the term of this Declaration extend beyond the length of years that is prohibited by Applicable Law, if any; notwithstanding the foregoing, however, the Access Easement and the Utility Easement are perpetual easements. The restrictions set forth herein shall not bind any other property of Declarant or its affiliates. If the term "Owner or Occupant" is used herein, Owner may impose the liability, obligation or restriction on Occupant, but in any event such imposition shall not relieve Owner from the liability or obligation to Declarant under, or restriction set forth in, this Declaration.



8.2. NO THIRD-PARTY BENEFICIARIES.

The restrictions created herein are for the sole benefit of Declarant and its designees, and are not intended, and shall not be construed, to dedicate (except as provided in Section 1) any easements to or create, any rights in favor of any other person, entity or the general public including Owner or Occupant.

8.3. AMENDMENT AND DESIGNEE OF DECLARANT.

This Declaration may be amended by the written declaration of Declarant without the joinder of any other person or entity. Declarant reserves the right, with respect to the Outlots, to waive in writing any matter contained in this Declaration or any amendment hereto without the joinder of any other person or entity. A designee of Declarant shall be designated by written instrument executed by Declarant, which states that the designation is made pursuant to this Declaration and which is recorded in the public records of the County.

8.4. SEVERABILITY.

If any term, provision, covenant or condition contained herein shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision, covenant or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable), shall not be affected thereby, and each term, provision, covenant and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

8.5. ENFORCEMENT.

In the event of a violation or an attempted violation of the foregoing restrictions, Declarant or its designee may prosecute any proceedings at law or in equity to enjoin such violation and to recover damages for such violation, including reasonable attorney's fees. Wherever herein there is a day or period established for performance and such day or the expiration of such period is a Saturday, Sunday or holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas), then such period for performance shall be automatically extended to the next business day. Any interest owed hereunder ("**Interest**") shall accrue from the date such amount is due and shall be at rate which is the lesser of (i) **2%** above the bank prime rate at the time of such payment established by Citibank N.A., New York, N.Y., or its successor (or, if there shall then be no such banking institution in existence, by the commercial bank in New York, N.Y., whose assets at such time are the largest of any such bank in New York City), and (ii) the highest rate permitted by Applicable Laws.

8.6. REFERENCES TO LAW.

The use and development of the Outlots is subject to the terms, covenants, conditions, restrictions and requirements of all encumbrances of record applicable to the Outlots (the



“Governing Documents”) and of all applicable laws, rules, ordinances, statutes, resolutions, codes (including without limitation the Americans with Disabilities Act and state accessibility laws), regulations, development orders and zoning regulation (including, without limitation, the land development code for the City and/or the County and approvals and requirements of all applicable governmental (including without limitation federal, state and local) or quasi-governmental authorities and the Board of Fire Underwriters or of any similarly constituted body (collectively, “Applicable Laws”), in addition to the terms, covenants, conditions, restrictions and requirements of this Declaration. If and to the extent that the terms, covenants, conditions, restrictions and requirements of the Governing Documents and/or Applicable Laws are more stringent than those imposed in this Declaration, such more stringent requirements of the Governing Documents and/or the Applicable Laws shall control. All references herein to buildings, improvements, setbacks or any other matters relating to the Outlot complying with Applicable Laws shall mean that Owner or Occupant must comply with Applicable Laws at a minimum, and shall not be construed to mean that compliance with Applicable Laws shall meet the requirements of approval of Declarant as required herein or otherwise.

8.7.ACCEPTANCE OF RESTRICTIONS.

Owner and Occupant shall be deemed, by the acceptance of the conveyance, lease or other occupancy right of an Outlot or improvements thereon or delivery of possession thereof, to have accepted such Outlot or improvements thereon and the possession thereof subject to all restrictions, easements, covenants and conditions provided in this Declaration, and each and all of the restrictions, easements, covenants and conditions contained herein are for the benefit of the parties hereto and their respective successors and assigns.

8.8.WAIVER OF DEFAULT.

A waiver of any default shall be in writing and no waiver of any default by any person or entity under this Declaration shall be implied from any omission by any person or entity to take any action with respect to such default if such default continues or is repeated. No express waiver of any default, consent or approval shall affect any default, consent or approval or cover any period other than the default and period specified in such express waiver. One or more such waivers of any default in the performance of any term, provision, covenant or condition contained in this Declaration shall not be deemed to be a waiver of any subsequent default, consent or approval in the performance of the same term, provision, covenant or any condition or other term, provision, covenant or condition contained in this Declaration.

8.9.BREACH SHALL NOT PERMIT TERMINATION.

No breach of this Declaration shall entitle any person or entity to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner,



any other right or remedies a person or entity may have by reason of any breach of this Declaration.

8.10. LIABILITY.

Owner and any person or entity having an interest in any portion of an Outlot (each, an "**Indemnitor**") covenants to indemnify, defend (with counsel reasonably acceptable to the party receiving such indemnity), protect and hold harmless (collectively, "**Indemnify**") Declarant and its designees and the other Owners and Occupants of the remaining Outlots, and their respective officers, directors, partners, affiliates, agents, servants, employees and landlords against any and all claims, liabilities, actions, damages, manners of action, proceedings, costs, expenses, fines, fees, judgments and amounts whether foreseen or unforeseen, suffered, sustained or incurred by them (including, without limitation, reasonable attorney's fees, professional fees and other costs of litigation) arising out of, related to, caused by or resulting from the death of or injury to any person or entity or the physical or economic damage to or loss of any property of any person or entity (collectively, "**Claims**") arising out of or related to (a) the use, development, operation or maintenance of such Owner's or Occupant's Outlot, or (b) the exercise of the rights granted to such Indemnitor under the provisions of this Declaration.

8.11. NOTICES.

Any notice, demand, request, consent, approval, designation or other communication which any party is required or desires to give or make or communicate to any other party shall be in writing and shall be given or made or communicated by any reputable national overnight carrier with a request that the addressee sign a receipt evidencing delivery, or by United States registered or certified mail, return receipt requested with postage prepaid. All such notices, requests or other communications shall be sent to the following notice address and, in the case of Owner, the record property tax address for its Outlot. Notices to Declarant shall be as follows:

COROC/Rehoboth III L.L.C.
3200 Northline Ave, Suite 360
Greensboro, NC 27408
Attention: Legal Department

Declarant shall have the right to designate a different address by notice to the other parties similarly given at least **10** days before the effective date thereof.

8.12. EXHIBITS.

The exhibits attached to this Declaration are made a part hereof and are incorporated herein by reference. Except as specifically provided herein and except for **Exhibit A**, if any provision contained in any exhibit attached hereto is inconsistent or in conflict with



any provisions of this Declaration, the provisions of the exhibit shall supersede the provisions of this Declaration and shall be paramount and controlling.

8.13. DECLARANT.

For the purposes of this Declaration, the term Declarant shall mean (a) initially, the fee simple owner of the Outlet Center Parcel as of the date hereof (which owner currently is COROC/Rehoboth III L.L.C., a Delaware limited liability company), or (b) if there shall not be 1 owner of the entire Outlet Center Parcel, then the person or entity that owns fee simple title to the primary portion of the Outlet Center Parcel and who may have been designated by the then existing Declarant, in an instrument duly recorded in the public records for the County, as the successor Declarant; or (c) if there shall not be an owner of the entire Outlet Center Parcel, then, unless another person or entity shall have been so designated pursuant to this Section 8.13, that person or entity who shall have become the owner of record of the last portion of the Outlet Center Parcel owned in fee simple by the person or entity then most recently having qualified as the Declarant pursuant to subsection (a) or (b) above. Notwithstanding the foregoing, until an Owner receives written notice, from the person or entity then most recently identified in writing to such Owner as the Declarant, that a successor Declarant has been established pursuant to this Section 8.13, such Owner shall be entitled to assume conclusively that Declarant remains the person or entity then most recently identified in such a writing to such Owner as Declarant.

8.14. ESTOPPEL CERTIFICATES.

Within **20** days after receiving a written request from Declarant, an Owner and/or Occupant shall issue an estoppel certificate, to Declarant or its designee, stating: (i) whether to its actual knowledge it knows of any default under this Declaration and, if there are known defaults, specifying the nature thereof; (ii) whether to its actual knowledge this Declaration has been modified or amended in any way that is not set forth in a documents duly recorded in the applicable public land records (and if it has, then stating the nature thereof); (iii) whether to its actual knowledge as of the date in giving the estoppel this Declaration is in full force and effect; and (iv) facts, to its actual knowledge, in response to any other matter pertaining to this Declaration concerning which a request for information is reasonably made.

8.15. CONSTRUCTION.

Except as otherwise expressly provided or unless the context otherwise requires, the defined terms of this Declaration shall include the plural as well as the singular, and the use of any gender herein shall be deemed to include any other gender. The captions of the sections of this Declaration are for convenience only and shall be considered not referred to in resolving any questions of interpretation and construction of this Declaration. This Declaration shall be governed by and shall be construed and enforced in accordance with the laws of the State, without regard to its principles of conflict of laws.



8.16. DISPUTES.

If any party fails to perform any of its obligations, or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Declaration, then the party not prevailing in such dispute shall pay all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

8.17. TAXES.

Each Owner or Occupant, prior to delinquency, shall pay all (a) real estate and ad valorem taxes, charges and assessments, any state margin tax, mercantile/business privilege tax, or any other tax or assessment imposed on or assessed against such Owner's or Occupant's Outlot, and (b) taxes now or hereafter assessed against the personal property of Owner or Occupant located on such Owner's or Occupant's Outlot, and (c) "rent tax" or similar tax now or hereafter levied by any local or state taxing authority against or with respect to rent paid by such Occupant to Owner, the conduct of Occupant's business on such Outlot, or Occupant's use or occupancy of such Outlot.

8.18. REPORTING REQUIREMENTS.

Each Owner or Occupant, and their agents, employees, contractors and invitees will comply with all rules and regulations ("**Tax Regulations**") promulgated by the City, County or State in which the Premises is located ("**Government**") or authorized agencies empowered to collect from business operating in the Shopping Center a percentage of sales generated therefrom ("**Taxing Authority**") and requests for information by the Government or Declarant as necessary to fully comply with requirements of any agreement between Declarant and the Government including, without limitation, the completion of all forms, procedures or certifications required by the Government relating to the reporting of sales generated from the operation of its business at Owner's or Occupant's Outlot, which will include such Owner or Occupant delivering directly to Declarant, or, at Declarant's option, to the Government, a certification, signed by an officer of such Owner or Occupant, setting forth the following as it relates to such Outlot: (a) the square feet of gross building area located on such Outlot; (b) the address of the business operating on such Outlot; (c) such Owner's or Occupant's sales tax identification number; (d) the amount of gross sales reported, and sales tax paid, to the Taxing Authority, provided the Taxing Authority, the Government and Declarant keep such information confidential.

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EXHIBIT A

SITE PLAN

(See attached)



EXHIBIT A-1

OUTLET CENTER PARCEL
LEGAL DESCRIPTION

(See attached)



EXHIBIT A-2

OUTLOT LEGAL DESCRIPTION

(See attached)



EXHIBIT B

DEVELOPMENT CRITERIA

SECTION 1. PLAN APPROVAL.

- a. Any construction project on any Outlot may be reviewed and monitored by Declarant through all development phases of a project. Owner or Occupant shall submit, or cause to be submitted, plans, specifications and drawings for all improvements and structures contemplated to be constructed or installed on its Outlot in accordance with the Declaration (collectively, "**Plans**"). Such submittal of Plans to Declarant for review shall include, without limitation, a complete blue line sets along with one reproducible set (unless noted otherwise) and an electronic version to be approved by Declarant for each type of improvement contemplated by the Declaration. The format of the Plans shall comply with the Declaration and the cost thereof shall be borne by Owner or Occupant.
- b. Owner or Occupant must submit basic information pertaining to the use, size, location, and character of its development of its Outlot. A site plan showing building location, general landscape areas, pedestrian and vehicular circulation is required along with the above information. The Plans shall include plans detailing physical design (building and civil) showing building form, materials, colors and dimensions, service and landscaped areas, utility lines and facilities, driveways, parking areas, light poles, curb-cuts, screening for garbage container, truck dock, service area, roof top equipment and other similar improvements, and all site preparation and development work, detailed pedestrian and vehicular circulation, and proposed signage, and working drawings and specifications to give Declarant an opportunity to confirm the completed project is planned to be in conformance with the agreed upon concept and design.
- c. The construction of a project must conform to all applicable standards and previously agreed upon documents and be coordinated with adjoining developments. Declarant's review and monitoring shall not be deemed to make Declarant, its agents, employees, or contractors responsible or liable for any defects in design or construction or any failure to comply with Applicable Laws, nor shall such monitoring be deemed an approval of or an assumption by Declarant, its agents, employees or contractors of responsibility as a construction manager for the project.
- d. Declarant shall have no liability for any losses or damages arising out of the construction of the improvements permitted under its plan review process, nor shall Declarant's approval of any Plans or other submissions be deemed a representation or warranty by Declarant or its agents regarding the sufficiency (legal or otherwise) of the design, materials or any other aspect of the development depicted in such submissions. Such review is limited to a review of the compatibility of the proposed improvements with the Shopping Center, which includes such matters as internal traffic circulation, parking, access, landscaping, building site and dimensions, signage, grading, site lighting, architectural and engineering design, drainage and overall design.



- e. Declarant will be the interpreter of the requirements of any Outlot design and development criteria, and Declarant's decision in matters relating to same shall be final. All improvements on the Outlots shall be architecturally compatible with the improvements constructed on the Shopping Center. All plans and specifications prepared for review and approval by Declarant shall be prepared by an architect or engineer that is registered in the State.
- f. Prior to Declarant reviewing any Plans for the construction of improvements on the Outlot as contemplated by this Section 1, Owner shall pay Declarant, for Declarant's review of such Plans, an amount equal to **\$1.00** per square foot of proposed gross building area to be constructed on any Outlot.

SECTION 2. CONSTRUCTION.

2.1. SCHEDULING.

A written schedule of construction and project events as to any Outlot is required to be filed with Declarant **30** business days in advance of construction start so that field personnel may be notified.

Before starting any operations or construction on-site, Owner or Occupant and their respective employees, agents, contractors or other designees must supply Declarant's personnel on site with the name and phone number of the field superintendent, copies of all required permits, liability insurance in the amounts required by Section 7 of the Declaration and insurance certificates naming Declarant and any other designated entity as an additional insured party. Declarant will issue written verification upon receipt of this information, at which time the contractor may commence his activities. At Declarant's election, a pre-construction coordination conference shall be held at or near the applicable Outlot with Declarant's representative and/or contractor. The representative and contractor of Owner or Occupant shall attend such conference.

The contractor for Owner or the Occupant performing work related to improvements on such Owner's or Occupant's Outlot shall be liable for any damage caused to the facilities of the Shopping Center or adjacent property owners and is obligated to cause immediate repair to any such damage.

2.2. USE OF EASEMENTS.

Use of the Shopping Center easements, access and interior roads and parking areas is prohibited unless prior permission is granted in writing by Declarant or an authorized representative of Declarant. A written request for use of roads should be made a minimum of **2** business days in advance of the intended use.

2.3. SAFETY.



Construction hazard areas of and around any Outlot must be clearly marked and barricaded from non-construction pedestrian and vehicular traffic. Owner or Occupant shall take all other safety measures reasonably required to protect all workers on or about such Owner's or Occupant's Outlot, Declarant and other occupants of the Shopping Center and all customers, visitors and invitees of the Shopping Center.

2.4. BARRICADES.

Temporary structures, signs, barricades, and construction equipment must be approved by Declarant and kept clean, neat and uniform in appearance, maintained regularly and removed immediately when their use is no longer required.

2.5. DIRECTIONAL SIGNAGE.

Signage at the construction site shall be limited to the necessary hazard, warning and directional information. A development sign may be allowed but must conform to the criteria for temporary signs. Separate contractor, architect or other advertising signage is not allowed.

2.6. HAZZARDS.

Construction materials, equipment, temporary shelters, signs and operations are to be confined to the project site for the sole purpose of the project's construction and shall not present a hazard or infringe on any adjoining developments, operations, easements or rights-of-way.

2.7. CONSTRUCTION DEBRIS.

Any on-site construction dirt and debris must be stored and screened from view or removed from the premises daily. Construction dirt and debris are not allowed to accumulate on any adjoining roads, parking areas, walks or other property and shall be broom cleaned immediately, and shall be covered and otherwise controlled and protected to prevent erosion and sedimentation.

2.8. COMPLETION.

Once development on any Outlot has begun, construction should be diligently pursued to its finish. No structure, facility or improvement is to be left incomplete. All construction shall be completed within a reasonable construction period. Prior to the commencement of any such work, Owner or Occupant shall submit to Declarant a written schedule for the performance of such work, which schedule shall be subject to Declarant's prior approval and shall otherwise comply with the requirements of the Declaration.

2.9. POSTING PERMITS.

All required permits must be clearly posted.



2.10. INTENTIONALLY NOT A PART.

2.11. UTILITY WORK.

Declarant must be notified of and approve any planned interruption to any utility service (water, gas, electric, etc.) 7 business days in advance. Any scheduled utility interruption shall occur only at night after the Shopping Center closes, and service shall be restored no later than 1 hour prior to the opening of the Shopping Center on the following morning. No utility interruptions shall be scheduled between November 1st and January 15th of the next year, nor during the 30-day period prior to Easter. Declarant must be notified immediately of any accidental interruption to any utility service. Owner or Occupant working on utilities shall Indemnify (as hereinafter defined) Declarant harmless from all Claims (as hereinafter defined) resulting from any utility interruption caused by such work.

2.12. LABOR HARMONY.

Owner or Occupant shall take no action which would create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Declarant or any other owner or occupant in the Shopping Center or with the rights and privileges of any customer or other person(s) lawfully in and upon said Shopping Center, nor shall any Owner or Occupant cause any impairment or reduction of the good will of the Shopping Center.

2.13. IMPACT FEES.

Each Owner or Occupant shall pay all fees (including without limitation impact and permit fees) relating to the construction, reconstruction development or use on or of its Outlot.

2.14. ENCUMBRANCES.

Owner or Occupant shall not create or permit to be created or permit to remain any lien, encumbrance or charge which might be or become a lien, encumbrance or charge upon the Shopping Center or lands adjacent thereto, or upon any improvements thereon, or upon any income therefrom. If any lien, arising out of any work performed, material furnished, or obligation incurred by Owner or Occupant, shall at any time be filed against the Shopping Center or lands adjacent thereto, or any improvements thereon, Owner, within 10 days after the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Owner shall fail to cause any lien to be discharged as aforesaid, then in addition to any other right or remedy it may have, Declarant may, but shall not be obligated to, discharge it either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit, bond, or other proceedings, and in any such event, Declarant shall be entitled if Declarant so elects, but shall not be obligated, to compel the prosecution of any



action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with Interest (as hereinafter defined), costs and allowances. Any amount so paid by Declarant and all costs and expenses incurred by Declarant in connection therewith, together with Interest thereon, from the respective dates of Declarant's making of the payments and incurring of the costs and expense, shall be paid by Owner to Declarant within **15** days after Owner receives an invoice.

Nothing in the Declaration shall be deemed or construed in any way as constituting the consent or request of Declarant, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific construction on any Outlot that would give rise to the filing of any lien against the estate or interest of Declarant in and to the Shopping Center or lands adjacent thereto, nor as giving Owner any right, power or authority to contract for or permit any rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the estate or interest of Declarant in and to the Shopping Center or lands adjacent thereto. Notice is hereby given that Declarant shall not be liable for any labor, services or materials furnished or to be furnished to Owner, or Occupant, upon credit and that no lien for any such labor, services or materials shall attach to or affect the estate or interest of Declarant in and to the Shopping Center or lands adjacent thereto.

2.15. CASUALTY.

If any improvements located on any Outlot are damaged or destroyed by casualty, Owner or Occupant shall either restore same or raze all damaged improvements and replace the same with grass or other landscaping no later than **60** days after such damage or destruction or as required by Applicable Laws, whichever is sooner.

2.16. BLACKOUT PERIOD.

Except for emergency situations, neither Owner or Occupant shall perform construction or utility work within any common areas of the Shopping Center during the period from November 1 of any year through January 15 of the immediately following year, or during the **30**-day period prior to Easter.

2.17. LIMITATION ON INTERFERENCE.

All construction work shall be performed in a manner so as not to unreasonably impair or interfere with the use, occupancy or enjoyment of, or with any business conducted on, any adjacent property.

2.18. AS-BUILT SURVEY.

Upon completion of construction by Owner or Occupant, Owner shall provide an "as built" survey to Declarant showing the location of any new structures or improvements



on the Outlots, including without limitation, the design and layout of all common areas such as parking spaces and traffic lanes.

2.19. EROSION CONTROLS.

Owner or Occupant shall prevent soil, silt and other materials from eroding from any Outlot onto contiguous properties, drives and rights-of-way and shall promptly clean-up all such soil, silt and other materials which leave the Outlots impacted by such work.

SECTION 3. BUILDING CRITERIA.

3.1. ARCHITECTURAL DESIGN.

The design of each building on an Outlot shall be compatible with and/or complement the improvements on the Shopping Center and other peripheral buildings. The design should be a simple geometric shape and finished on all four sides. It is suggested that each building have a canopied entrance or pedestrian arcade where applicable. No Outlot shall contain more than 1 building without the consent of Declarant.

3.2. MATERIALS AND COLORS.

Substantially maintenance-free materials such as brick, EIFS and stucco should be used wherever possible. Materials and colors should be compatible with those used for the Shopping Center. Roof materials shall be subject to Declarant's approval. Use of exterior colors shall be in good taste and in character with the remainder of the Shopping Center. Color should be an aesthetic consideration combined with the building form, proportions and materials.

3.3. SCREENING.

All mechanical and/or electrical units, roof-top or ground mounted, will be screened with the same material used on the building façade, so as not to be visible from ground level on the Shopping Center or on the nearest public rights-of-way. Whenever possible, the exterior building walls will be extended to accomplish same.

3.4. DELIVERY AND TRASH.

Loading docks and refuse areas are to be located on the least visible side of the building and screened as called for in the foregoing. Outside storage is specifically prohibited. Whenever possible, refuse areas should be accommodated inside the building.

3.5. ORIENTATION.

All buildings shall be subject to the following set-back requirements Applicable Laws. In no case will a building be located closer than (i) 15 feet to an adjoining property line, or (ii) 40 feet to the right-of-way of the nearest public streets, or (iii) 30 feet to the Shopping



Center frontage road. Set-back requirements may be affected by the public or private characterization of adjacent roadways and access roads.

3.6. AESTHETICS.

Exterior exposed fire escapes, exposed service stairs or ladders, radio or television towers and antennae or satellite receivers are not permitted, except that 1 satellite dish not exceeding 2 feet in diameter shall be permitted on the Outlot if it is screened from view. The plans of detailing the exterior appearance of all structures constructed on the Outlot, shall (i)(A) incorporate a level of aesthetics and quality of materials and workmanship equal to or greater than that used for the Center ("Center's Aesthetics"), or (B) be equal to or greater in quality than that of a national operator's prototypical building (including national hotel chains of equal or greater quality than that for the Intended Use ("Owner's Aesthetics")), and (ii) incorporate proper screening, consistent with the Center's Aesthetics or Owner's Aesthetics, for any garbage container, truck dock, service area, roof top equipment and other similar improvement made thereto.

3.7. UTILITIES.

All utilities are to be underground with no exterior visible connections to the Outlot facilities, except for required meters or transformers. Meters and transformers shall be screened and Owner or Occupant shall be responsible for the cost of such meters, transformers and screening therefor.

3.8. HEIGHT.

No building or other improvement erected upon the Outlot shall be more than 1 story above grade or if approved by Declarant (in its sole discretion) as a multi-story building, not to exceed 75 feet in height, measured from the finished floor elevation to the top of the highest building structural protrusion, including, without limitation, roof-mounted equipment, decorative roof screening and other such appurtenances, but excluding non-structural architectural features standard for buildings constructed by Owner or Occupant if approved by the City and not prohibited by the Governing Documents.

SECTION 4. SITE IMPROVEMENTS.

4.1. BUFFER STRIP.

A buffer strip containing landscaping only shall be maintained between the property line of and the edge of the pavement around the perimeter of any Outlot, and no above-ground improvements of any type shall be erected thereon, other than landscaping, directional and traffic control signs, lighting, fencing, traffic barriers, walkways and driveways. All buffer strips shall comply with all Applicable Laws, but in no event shall any buffer strip between an Outlot and any other parcel of land (including but not limited to any public or private roadway and any access drive) be less than 10 feet.



4.2. CURBS.

Concrete curbs shall be constructed on or adjacent to the boundary lines of an Outlot in each of the following locations: (a) around the entire perimeter of the Outlot, at the edge of the pavement, to separate the paved area from the adjacent landscaped buffer; (b) on both sides of the landscaped buffer in those areas where the buffer separates the Outlot from adjacent access drives and/or adjacent public roadways; (c) around the building(s) and any landscaped islands constructed on the Outlot; and (d) at all vehicular entrances to the Outlot from adjacent public roadways and adjacent access drives. All such curbs shall be full-depth **18**-inch wide (but in no event less than that required by the Department of Transportation for the State), poured-in-place concrete curbs; no bumper blocks or precast, extruded or asphaltic curbs shall be permitted. Pavement sections of parking areas on the Outlot shall be approved by a geotechnical engineer licensed in the state of the Outlots and conform to the pavement sections of the parking areas on the Outlet Center Parcel. The minimum height of curb or curb and gutter above paved areas shall be **6** inches except in entrances. All ramps shall comply with Applicable Laws.

4.3. PARKING.

- a. There shall be maintained at all times on each Outlot at least (i) **1.0** full-sized parking spaces for each guest room within hotel building(s) located on such Outlot plus **2** spaces for employees, (ii) **10.0** full-sized parking spaces for each **1,000** square feet of building floor area for a sit-down restaurant purposes, (iii) the number and ratio of parking spaces required under the Governing Documents, or (iv) the number and ratio of parking spaces required by Applicable Laws for the specific businesses to be conducted thereon (but in no event less than **4.0** full-sized parking spaces per **1,000** square feet of building floor area for retail purposes); whichever of such requirements produces the greatest number of parking spaces; plus, in any case, such additional parking as may be required by Declarant in connection with the sale or lease of such Outlot. All parking areas shall be paved.
- b. No cross or reciprocal parking shall be permitted between an Outlot and the Shopping Center. Each Outlot must independently maintain the number of parking spaces required under subsection (a) above, without reference to the parking available on the Shopping Center. Owner or Occupant, and their respective successors and assigns, will take all reasonable measures to prevent its Permittees from parking on the Shopping Center. Declarant may also take such steps and measures to prevent such cross-parking as it may deem necessary, including the installation of signage, fencing and other barriers.
- c. Design of the parking areas shall be in accordance with the following:
 - i. Compact car spaces are not allowed except as approved by Declarant.



- ii. Accessible parking spaces shall be provided in accordance with Applicable Laws.
- iii. In general, parking aisles should be perpendicular to the building serviced by same, when possible unless approved by Declarant.
- iv. Whenever possible, curbed islands should separate a change in direction of parking stalls and aisles or as otherwise required by Declarant.
- v. Parking lot striping shall match that of the Shopping Center parking lot in width, length, angle, color and paint specification. Striping shall be maintained in good order.

4.4. UTILITIES.

a. General.

All utility lines and equipment shall be entirely underground, with no overhead lines, poles or wires permitted. Owner shall be responsible for bringing all utilities necessary to service the Intended Use from the existing utility locations and for obtaining its own utility services at its own cost and expense.

b. Storm Sewers.

Storm water drainage shall be implemented by using catch basins and underground storm lines. No open ditches will be permitted on an Outlot. To the extent required by Applicable Laws, a water cleansing insert will be placed at each drop inlet. Construction of the storm sewer system shall be in accordance with the following:

- i. Storm sewer design of pipe and size shall be determined on storm frequency of not less than **25** years or as determined by Applicable Laws if greater.
- ii. Storm sewer size of main line is to be a minimum of **24** inches in diameter.
- iii. Catch basin, manholes and drainage appurtenances shall be spaced in accordance to Applicable Laws and as required to provide necessary drainage.
- iv. Material type shall conform to Applicable Laws and the recommendations of the American Society for Testing and Materials.
- v. The design engineer for Owner or Occupant is responsible for determining that its system complies with Applicable Laws and that its system does not exceed the design capacity of the system into which an Outlot's system flows.
- vi. A detention basin shall be constructed on an Outlot if required by Applicable Laws or by Declarant.



c. Sanitary Sewers.

No on-site septic system or sanitary sewer treatment facility will be permitted on any Outlot. Sanitary sewer service shall be supplied to each Outlot by such licensed provider of sanitary sewer service as shall be designated by Declarant, provided that the designated supplier shall have available, at the time service is requested, sufficient system processing capacity to meet the requirements of Owner or Occupant, and that subject service shall be competitively priced. If the foregoing conditions cannot be satisfied, Owner or Occupant may obtain sanitary sewer service from a supplier selected by it. Construction of the sanitary sewer system on any Outlot shall be in accordance with the following:

- i. Service lines to building shall be a minimum diameter of **8** inches.
- ii. Materials shall conform to the recommendations of the American Society for Testing and Materials and to the requirements of Applicable Laws.
- iii. Installation and testing of sanitary sewer pipe shall conform to Applicable Laws. Trench detail and method shall be incorporated into the plans and specifications prepared by Owner or Occupant.
- iv. Sanitary sewer shall be tested for infiltration, exfiltration and air tested.
- v. No on-site septic system or sanitary sewer treatment facility will be permitted on any Outlot.

d. Water.

Water transmission mains shall include shut-off valves and fire hydrants. Valves shall be placed to provide ease of shut-off during water system emergencies. Generally, there shall be **2** valves at tees and **3** valves at crosses. Additional valves will be required if deemed necessary by Declarant. Water mains shall be tested and chlorinated in accordance with Applicable Laws. Water service shall be by connecting to the **8"** service line available in the Access Area. Each Owner and/or Occupant is responsible for the cost to obtain a water meter and to install a backflow preventer. Material type for mains, hydrants, valves and other appurtenances shall conform to Applicable Laws and utility company requirements and must be reviewed and approved by Declarant.

e. Gas.

Gas service, if available, shall be provided by the local gas company or other service provider approved by Declarant. Owner or Occupant shall be responsible for obtaining all necessary consents or approvals for obtaining gas service and for the



payment of any fees. All gas lines shall be below grade. All gas meters, valves, etc. shall be concealed from public view.

f. Electric.

Electric service shall be provided by the local electric company or other service provider. Owner or Occupant shall be responsible for obtaining all necessary consents or approvals for obtaining electrical service and for the payment of any fees. All electric service shall be below grade. All electric meters, transformers, etc. shall be concealed from public view.

g. Telephone and Data.

Telephone and data service shall be provided by the local telephone or data company or other service provider. Owner or Occupant shall be responsible for obtaining all necessary consents or approvals for obtaining telephone and data service and for the payment of any fees. All telephone and data service shall be below grade. All telephone equipment shall be concealed from public view.

h. Utility Easements.

Declarant hereby reserves a perpetual, non-exclusive easement for the construction, maintenance, operation, repair, inspection and alteration of utility lines and/or pipelines, and related equipment and facilities, together with reasonable rights of access thereto, under, upon and across a **15-foot** wide strip along and adjoining the boundaries of the Outlot. There shall be no above-ground improvements other than curbing and/or paving on the portion of said easement lying outside of the above-described buffer strip. Declarant hereby reserves the right to grant easements directly to utility companies and governmental authorities within said easement areas.

4.5. TRAFFIC FLOW.

a. Pavement markings, directional signs and other traffic indicators on an Outlot shall be substantially similar to those in the Shopping Center and shall provide for a traffic plan compatible with that of the Shopping Center. Vehicular access between an Outlot and the adjacent public roadways over the Shopping Center shall be limited to the Outlet Center Access Area or Outlot Access Area, and no additional means of access shall be installed, nor shall any such means of access be relocated, unless approved by Declarant. Design of the interior traffic flow and parking layout of an Outlot shall be in accordance with the following (unless otherwise designated or approved by Declarant):

- i. All access points will allow for sufficient vehicle stacking distance.
- ii. Entrances directing traffic to a "head-on parking condition" should be avoided.



- iii. Drive-thru facilities should allow for sufficient vehicle stacking distance and should be removed from parcel access points.
- iv. All two-way access shall be via **24-foot** wide (face to face of curb) curbed driveways.
- v. All one-way access, when required, shall be via **14-foot** wide (face to face of curb) curbed driveways.
- vi. All access driveways shall have a **15-foot** minimum radius, or such greater radius as may be required by Applicable Laws.
- vii. Service access for use by semi-tractor trailer or fire trucks may require wider driveways with greater radius.
- viii. All pedestrian access shall be clearly identified. When such access crosses a landscaped area it will be via a **5-foot** wide hard-surfaced sidewalk.
- ix. If any access points are permitted by Declarant in addition to those shown on the Site Plan, the minimum distance between access driveways shall be **100** feet. No driveway shall be closer than **100** feet to a Shopping Center access road leading to a major public right-of-way.

4.6. LANDSCAPING.

- a. The standards in this Section 4.6 or requirements of Applicable Laws, whichever are more stringent, shall prevail and be complied with on an Outlot. Plant material will also vary and particular attention should be placed on the selection best suited for the location of the Shopping Center to make an attractive parcel that is compatible to the quality of the entire Shopping Center. The primary landscaping materials should be of quality that will serve in enhancing the environment and serve as a functional part of the project. Effective use of earth berms and existing topography with existing trees, if any, is also encouraged as a component for a good landscaping plan. The landscaping and planting areas should be reasonably dispersed throughout the site. The interior dimensions of any planting area or planting medium should be sufficient to protect the landscape materials planted within and to insure proper growth with attractive appearance. Irrigation should be supplied to assure the viability of the plant material and ease in the maintenance of the site.
- b. The following design criteria shall be observed:
 - i. Minimum Development Size Requirements:
 - A. A buffer strip containing landscaping only shall be maintained between the property line of and the edge of the pavement around the perimeter of an Outlot,



and no above-ground improvements of any type shall be erected thereon other than signs, landscaping, directional signs, fencing, traffic barriers, walkways, and driveways. All sidewalks shall be 5 feet wide and 4 inches thick and made from a minimum of 3500 psi concrete. Concrete shall be gray with a light broom finish and control joints every 5 feet and comply with all Applicable Laws.

- B. All portions of each Outlot not devoted to buildings, parking, signage, driveways or sidewalks shall be suitably grassed and/or landscaped in a manner compatible with that of the Shopping Center, and in compliance with the requirements (if any) of Applicable Laws. The landscaping of an Outlot shall not obstruct (through either original planting or untrimmed growth) the view of improvements on the Shopping Center.
- C. Unless a variance is approved by Declarant, expenditures for the initial landscaping of an Outlot shall be at least 5 to 10 percent of the total building cost; including all in-ground landscaping within such Outlot, but excluding irrigation and various other site amenities.

ii. Plant Material Requirements:

- A. Existing plant material of appreciable size and character will be incorporated into the new landscape plan and any other significant landscape features will be preserved.
- B. No plant material shall be planted that is not capable of growing in the local area.
- C. Plant materials should be selected for type, size, and quality and based on suitability to climate, setting and compatibility with other development plantings, character and functions.
- D. Plant materials should be free of disease and harmful insects. Plants selected which are prone to disease and insect problems or which may jeopardize the health of adjoining plantings will not be acceptable.
- E. The quality of plant material selected will follow the guidelines of the "American Standard for Nursing Stock" by the American Association of Nurserymen unless otherwise indicated.
- F. Proper drainage will be required for all major plantings to insure the establishment of a good root system and a healthy growth.
- G. The installation of all landscaping shall be done by a well-established landscape contractor who follows the procedures set forth by the American Association of Landscape Contractors and its local agencies.



- H. No artificial plants of any type, size or color will be allowed within the landscaped area or around or on the building within an Outlot.
- I. Owner or Occupant shall be responsible for providing, protecting and maintaining all landscaping in a healthy and growing condition, replacing it immediately, when necessary, with the same type, size and quantity and keeping it free of refuse and debris.

iii. Plant Material Specifications:

The following specifications shall apply to the extent that Applicable Laws do not require greater or different standards:

- A. Trees shall be species having a minimum mature spread of **15-20** feet, with a minimum mature height of **15** feet and installation size of **3½-4** inches caliber. Evergreens will have a minimum of **6-7** feet in height when installed.
- B. Shrubs shall be a minimum of **3** feet in height when used as a hedge and **5-6** inches in height if used as an ornamental planting.
- C. Vines shall be a minimum of **2-3** years old when planted and should be used for screening on walls and fences, etc.
- D. Ground cover shall be a minimum of **2** years old when planted and be spaced so that a complete coverage can be obtained after **1** growing season.
- E. Grass areas shall be planted with species indigenous to the area, disease resistant and one that will require low maintenance in cutting and watering. It should be an immediate cover, and sod is recommended in areas of the country in which it will grow. Various grasses, for drier areas, will be planted in groupings for an effect.
- F. Flower beds are encouraged and shall be planted in acceptable areas of the country to create color, texture and interest at the discretion of the landscape architect.

iv. Landscape Accent Material:

- A. Site furnishings such as benches, waste receptacles, tables, etc. will be in character with the building architecture and the surrounding landscaping.
- B. Paving materials for paths, patios, etc. are recommended to be of porous nature when installed, such as patio bricks, interlocking pavers or concrete stepping stones.



- C. Mulch materials will be of small size gravel, shredded bark or other organic material best suited and adapted for the local area.
 - D. Edging used to separate grass areas from shrubs, ground cover and mulch will be a good quality steel edging, secured with metal stakes. No plastic edging will be accepted.
- v. Landscape Definitions:
- A. Landscaping:

Shall consist of any of the following or combination of: materials such as, but not limited to, grass, ground covers, shrubs, vines, hedges, trees, or other live plant material growable in the area of development. Non-live material such as rocks, pebbles, mulches, fences, walls, pavers, benches, irrigation systems and other site amenities would also be included in landscaping. Mounding, berming or grading would be part of landscaping but not necessarily included.
 - B. Trees:

Any self-supporting woody plant which usually produces 1 main trunk and a more or less distinct and elevated head with many branches.
 - C. Shrubs:

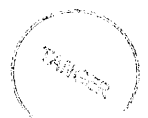
A woody plant that usually remains low in height and produces shoots or trunks from the base; it is not usually tree-like nor single stemmed.
 - D. Vines:

Plants which normally require support to reach mature form.
 - E. Ground Cover:

Plants of various types and low in height, dense growing and used for covering the ground, as in areas where it is difficult to grow grass.

4.7. GRADING AND DRAINAGE.

Each Outlot shall be graded to provide positive drainage to the retention/detention area (if required) or storm sewer lines that have been sized to receive storm water discharge. All necessary erosion control methods will be utilized to avoid siltation on to adjacent properties and into pipelines and comply with all Applicable Laws relating to storm water pollution prevention. Stockpiling of topsoil or excessive material shall be done so as not to interfere with drainage before, during or after construction. Existing drainage areas will not be altered during or after the grading sequence unless accepted by Declarant.



Parking lot slopes shall be a minimum **1.5** percent and maximum **4** percent unless such path is a path subject to the Americans with Disability Act or state accessibility laws in which event the guidelines of Applicable Laws shall be followed. Entrance drive slopes shall be a maximum of **5%**. All trenches and excavation near or adjacent to existing curbs, sidewalks, and pavement shall be backfilled with trench backfill material. Required density of compaction shall be indicated on the plans. The grading and drainage of an Outlot, and all slopes thereon, shall also comply with the requirements of all Applicable Laws.

4.8. SITE LIGHTING.

Poles shall be restricted to **26** feet in height, exclusive of base, or as otherwise required by Applicable Laws. Exterior portions of the Outlots shall be lit with LED lights and not less than **2.00** nor more than **5.00** foot-candles minimum maintained throughout the parking areas and otherwise in accordance with Governing Documents (as hereinafter defined). Cut-off fixtures (shrouds) shall be installed whenever necessary to prevent spillover to adjacent property. All lighting poles and fixtures installed on an Outlot shall be substantially similar to those located on the Shopping Center and shall be subject to Declarant's prior review and approval.



EXHIBIT C

SIGN CRITERIA

The height, design and location of all exterior signs located on an Outlot shall be subject to the prior written approval of Declarant or its designee. The following criteria shall apply to all exterior signs or insignia placed or installed on the buildings or improvements on an Outlot. Where these criteria are more stringent or restrictive than Applicable Laws, then these criteria shall be controlling. Where these criteria are less stringent or restrictive than Applicable Laws, then the latter shall control.

1. FREESTANDING SIGNS.

No freestanding pylon or other pole-type or freestanding signs shall be permitted on an Outlot, except as provided below.

- a. Each Owner of an Outlot, at its sole cost and expense, will be permitted 1 monument sign at a location on its Outlot shown as "Monument Sign" on the Site Plan ("Monument Signs") and such Owner will, or cause its Occupant to, construct, install, use, operate, maintain, insure, repair, light and replace such Monument Sign, subject to the terms and conditions of this Declaration.
- b. All connections shall be designed by a professional engineer registered in the State. The quality of materials used in connecting lines, pipes, conduits or other materials shall be of quality equal to or better than those to which they are connected.
- c. The materials and workmanship shall comply with all recommendations of the American Society for Testing and Materials and with all Applicable Laws (as defined in Section 7.7).
- d. All work done in connection with the construction, installation, use, operation, maintenance, insurance, repair and replacement of the Monument Sign shall be completed expeditiously and in such a manner to avoid interference with the businesses being conducted on the Shopping Center Parcel, to minimize any disruption to flow of vehicle and pedestrian traffic within the Access Area, and to avoid interruption or interference with Utilities servicing any improvements on an Outlot.
- e. After completion of any work to the Monument Signs, Owner or Occupant, at its sole cost and expense, shall promptly restore all property and improvements affected thereby to the same or as good condition as existed immediately prior to the commencement of such work.



- f. A planter area of **5** square feet for each **6** square feet of Monument Signs area, including both sides, shall be required at the base of the Monument Signs. Landscaping and planter shall not be measured as a part of the Monument Signs for meeting horizontal and vertical size requirements. All landscaped areas shall be maintained to Developer's minimum standards.
- g. The Monument Signs may be double-faced. The display area shall not exceed **45** square feet per face.
- h. The Monument Signs may be internally illuminated or back lighted. Illumination shall be turned off within **1** hour of closing and turned on within **1** hour of opening. The horizontal dimensions of the Monument Signs display area shall be no greater than **9** feet.
- i. The vertical dimensions of the Monument Signs display area shall be no greater than **5** feet and the top of said sign shall be no higher than **5** feet from grade level (except such sign may be on a pedestal no higher than **1** foot above grade level).

2. BUILDING SIGNS.

- a. Wall signs shall identify the individual business, building or building complex by name or trademark only.
- b. **1** flat wall sign may be installed on each of **4** separate facades of the building on an Outlot, subject to restrictions of Applicable Laws.
 - i. The height of any building-mounted sign shall not exceed **36** inches. No sign may exceed an area of more than **10** percent of the area of the façade on which such sign is mounted.
 - ii. No panel signs will be permitted. Wall signs shall consist of three-dimensional individual characters mounted in relief upon the face of the building. Such signs shall be back-lighted to appear in silhouette or internally lighted.
 - iii. Exposed neon shall be subject to Declarant's prior written approval. Exposed neon letters may be allowed if the neon tubing is designed to highlight flat letters of the same in a broader stroke. The flat letters may be painted or some other appropriate material applied to the background field. Colors must be chosen with highlighting of the letters as the major consideration.
 - iv. No building-mounted sign, nor any portion thereof, may project above the parapet wall or top of the exterior wall or building facade upon which it is mounted.
 - v. There shall be no rooftop or penthouse signs of any kind.



- vi. No signs perpendicular to the face of the building or its facade will be permitted.

3. TRAFFIC DIRECTIONAL SIGNS.

Owner or Occupant shall be permitted to install signs designed and located solely to relieve traffic congestion and promoting the safe flow of traffic. Such signs shall contain no advertising or identification copy of any sort and should conform to the design of the building and site signage.

4. PROHIBITED SIGNS.

- c. No flashing, blinking, smoking, moving or audible signs or rooftop signs are permitted on an Outlot. There shall be no permanent, portable or mobile mounted billboards, spotlights, helium or hot air balloons. There shall be no pylon or roof top signs. There shall be no painted signs or paper or cloth signs.
- d. No signs referencing anything of any obscene, indecent or immoral nature or unlawful activity are permitted on an Outlot.

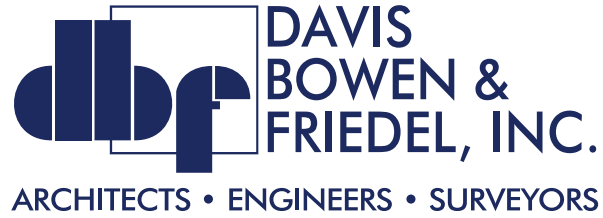
5. CRITERIA FOR TEMPORARY SIGNS.

- e. Sign must meet with applicable governing codes, standards, regulations and the Declaration. Declarant serves the right to accept or reject any sign proposals it deems unsuitable and incompatible with the image of the development.
- f. Total height from grade will not exceed **6** feet and maximum horizontal dimension will not exceed **8** feet.
- g. Sign will be two-sided only with each face parallel and opposite the other.
- h. Reflective surfaces, letters, trim, buttons, etc. are not allowed.
- i. Sign must be maintained at regular and necessary times and shall not be allowed to fall into disrepair. Painted surfaces shall be repainted annually.
- j. Location of the sign will not infringe on visibility or present a hazard to vehicular or pedestrian traffic, infringe on Shopping Center view corridors, setbacks, and non-building areas.
- k. Sign Plan approval, if accepted, will be for a **1**-year period. Erection time shall not exceed **2** weeks.
- l. Sign is not to be moving, smoking, flashing action or audible type.



- m. No neon illumination allowed.
- n. Sturdy, durable, non-corrosive materials and construction appropriate to exterior exposure are to be used. Treated wood is acceptable.
- o. Drawing(s) of sign construction and location are to be submitted to Declarant for review and approval before installation.





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1 Park Avenue
Milford, DE 19963
(302) 424-1441

106 Washington Street, Suite 103
Easton, MD 21601
(410) 770-4744

www.dbfinc.com

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

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

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'

WATER PROVIDER: TIDEWATER UTILITIES, INC.
 SEWER PROVIDER: SUSSEX COUNTY

FLOOD ZONE: ZONE X - MINIMAL FLOODING
 FIRM MAP 10005C0351K
 MARCH 16, 2015
 DO NOT EXIST ON SITE

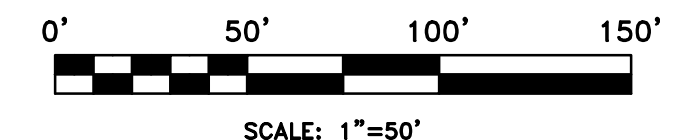
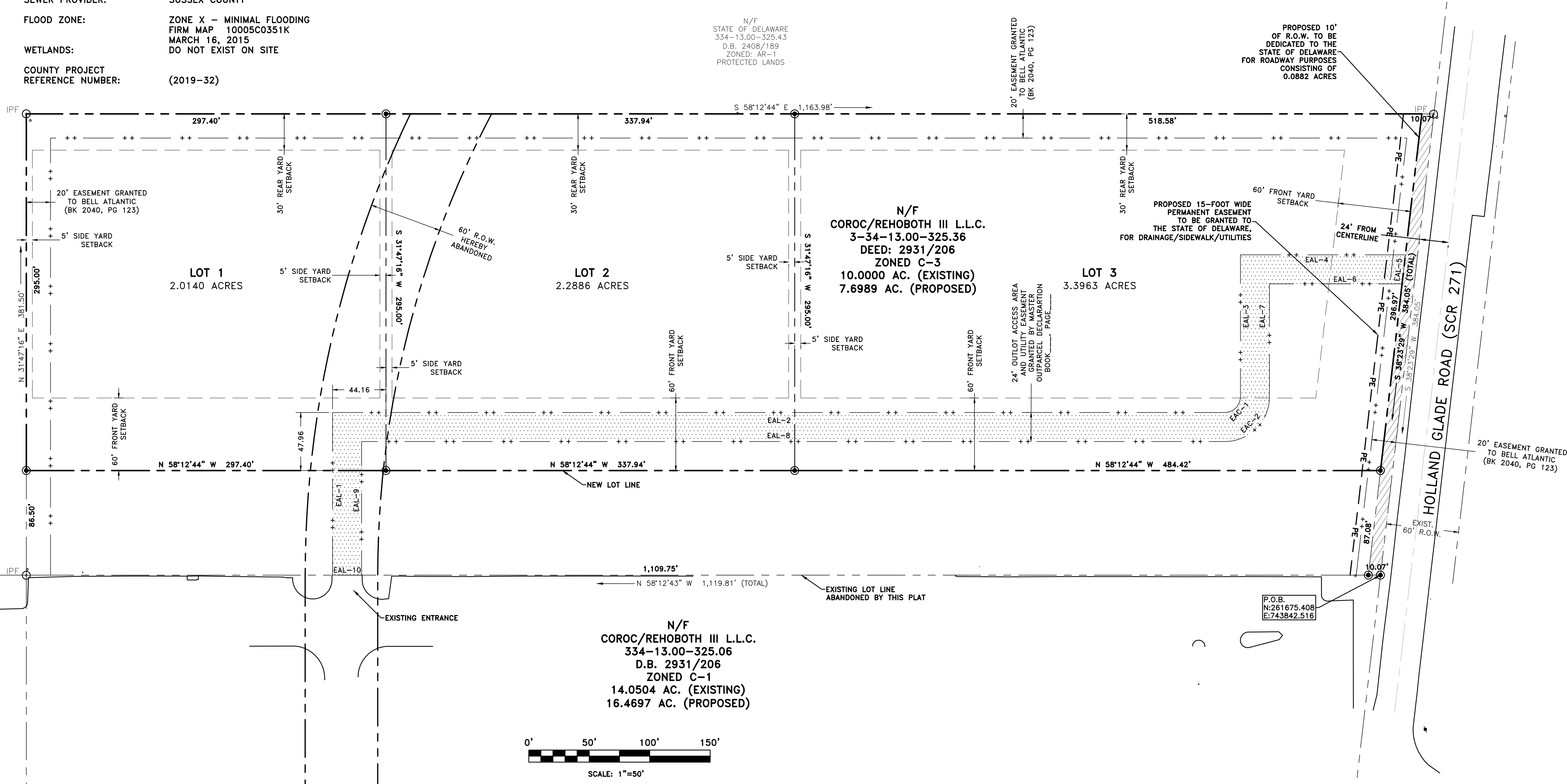
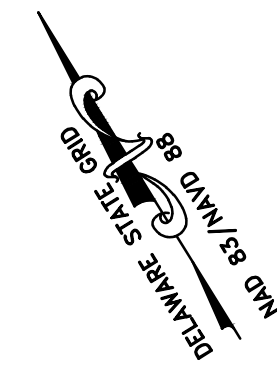
COUNTY PROJECT REFERENCE NUMBER: (2019-32)

APPROVED BY SUSSEX COUNTY PLANNING AND ZONING

COUNTY PROJECT REFERENCE NUMBER: (2019-32)

CHAIRMAN, PLANNING AND ZONING COMMISSION DATE

PRESIDENT, SUSSEX COUNTY COUNCIL DATE



ACCESS EASEMENT (A) LINE TABLE

LINE	BEARING	DISTANCE
EAL-1	N 31°47'16" E	134.48'
EAL-2	S 58°12'44" W	737.72'
EAL-3	N 31°47'16" E	117.41'
EAL-4	S 58°12'44" W	138.48'
EAL-5	S 38°23'29" W	24.16'
EAL-6	N 58°12'44" W	109.68'
EAL-7	S 31°47'16" W	93.41'
EAL-8	N 58°12'44" W	713.72'
EAL-9	S 31°47'16" W	110.46'
EAL-10	N 58°12'44" W	24.00'

ACCESS EASEMENT (A) CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
EAC-1	113.00'	20.42'	18.38'	N 76°47'16" E	90°00'00"
EAC-2	137.00'	58.12'	52.33'	S 76°47'16" W	90°00'00"

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

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. DATE
 DAVIS, BOWEN & FRIEDEL, INC.
 1 PARK AVENUE
 MILFORD, DELAWARE 19963

P:\Tanger Outlets\Seaside - 10 Acre Expansion\Design\1360C001 - MAJOR SUBDIVISION PLAN.dwg Sep 11, 2020 - 9:10am mila

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

Date: **DECEMBER 2019**

Scale: **1" = 50'**

Dwn. By: **ACM**

Proj. No.: **1360C001**

Dwg. No.: **V-102**

DAVIS, BOWEN & FRIEDEL, INC.
 ARCHITECTS ENGINEERS SURVEYORS
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 MILFORD, DELAWARE 19963
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MAJOR SUBDIVISION PLAN