BOARD OF ADJUSTMENT

DR. LAUREN A. HITCHENS
NATHAN KINGREE
SHAWN LOVENGUTH
CHUCK McCLURE
JOHN WILLIAMSON

Sussex County
DELAWARE
sussexcountyde.gov
(302) 855-7878

AGENDA

November 16, 2026

6:00 PM

Call to Order

Pledge of Allegiance

Approval of Agenda

Approval of the Minutes for September 14, 2026

Approval of the Findings of Facts for September 14, 2026

Approval of the Minutes for September 28, 2026

Public Hearings

Case No. 13235 – Allen Handy
Case No. 13235 – Allen Handy seeks a special use exception to operate a daycare facility (Section 115-80(C) of the Sussex County Zoning Code). The property is located to the east side of Sussex Highway (SCR 13). 911 Address: 9437 Ginger Lane, Seaford. Zoning District: C-1. Tax Map: 331-2.00-17.03.

Case No. 13236 – Philip G. Thompson
Case No. 13236 – Philip G. Thompson seeks a special use exception to place a telecommunications tower (Section 115-194.2 of the Sussex County Zoning Code). The property is located to the northwest side of Peppers Landing Lane. 911 Address: 38381 Peppers Landing Lane, Selbyville. Zoning District: AR-1. Tax Parcel: 533-13.00-5.00.

Case No. 13237 – Scott Shea
Case No. 13237 – Scott Shea seeks a variance for an accessory dwelling unit with a floor area greater than 1,000 sq ft or 50% of the floor area of the single-family dwelling located on the same lot. (Sections 115-20 A(15)(c) and 115-25 of the Sussex County Zoning Code). The property is located to the south side of Baker Road. 911 Address: 6194 Baker Road, Seaford. Zoning District: AR-1. Tax Map: 531-3.00-69.00.

Case No. 13238 – State of Delaware, DNREC
Case No. 13238 – State of Delaware, DNREC seeks a special use exception to place a telecommunications tower (Section 115-194.2 of the Sussex County Zoning Code). The

property is located to the east side of Dune Road. 911 Address: 37468 Dune Road, Lewes. Zoning District: AR-1. Tax Parcel: 335-9.00-23.00.

Case No. 13239 – John and Linda Conaway

Case No. 13239 – John and Linda Conaway seek a variance from the rear yard setback for a proposed structure (Section 115-34 and 115-183 of the Sussex County Zoning Code). The property is located to the southeast side of Canal Way within the Salt Pond Residential Planned Community. 911 Address: 420 Canal Way, Bethany Beach. Zoning District: MR-RPC. Tax Parcel: 134-13.00-1373.00.

Additional Business

****

-MEETING DETAILS-

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on November 9, 2026, at 4:30 p.m. and at least seven (7) days in advance of the meeting.

The Agenda was prepared by the Director of Planning and Zoning and is subject to change to include the addition or deletion of items, including Executive Sessions, which arise at the time of the meeting.

Agenda items may be considered out of sequence.

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

The Board of Adjustment meeting materials, including the "packet", are electronically accessible on the County's website at: https://sussexcountyde.gov/agendas-minutes/board-of-adjustment

Any person who intends to present a digital presentation or document, including PowerPoint files, for electronic display during County meetings shall submit said file(s) in advance, no later than one (1) business day before the respective public meeting. Files may be sent electronically to pandz@sussexcountyde.gov or delivered by hand to County Administration, located in the Sussex County Administrative Offices, 2 The Circle, in Georgetown. No external storage devices shall be permitted to connect to County equipment.

If any member of the public would like to submit comments electronically, these may be sent to pandz@sussexcountyde.gov. All comments are encouraged to be submitted by 4:30 P.M. on Thursday, November 12, 2026.

####

Case # 13235
Hearing Date 11-2-2026
20261259 5

Board of Adjustment Application
Sussex County, Delaware

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

Type of Application: (please check all applicable)

Variance ☐
Special Use Exception ☑
Administrative Variance ☐
Appeal ☐

Existing Condition ☐
Proposed ☐
Code Reference (office use only)

Site Address of Variance/Special Use Exception:
9437 Ginger Lane, Seaford DE 19973

Variance/Special Use Exception/Appeal Requested:
with a maximum of 40 kids per Office of Child care licensing
Special use exception per Section 115-180 C.

Tax Map #: 331-2.00-17.03 **Property Zoning:** C-1

Applicant Information

Applicant Name: Jeffrey Baynocky
Applicant Address: 303 Houston cir.
City Millsboro State DE Zip: 19966
Applicant Phone #: 443-735-6009 Applicant e-mail: Superkicksmatkd@gmail.com

Owner Information

Owner Name: Allen Handy
Owner Address: 22848 Ross Station rd.
City Seaford State DE Zip: 19973 Purchase Date: 2019
Owner Phone #: 302-245-2925 Owner e-mail: Hehlomar@yahoo.com

Agent/Attorney Information

Agent/Attorney Name: n/a
Agent/Attorney Address:
City State Zip:
Agent/Attorney Phone #: Agent/Attorney e-mail:

Signature of Owner/Agent/Attorney

Date: 06-25-26

Criteria for a Special Use Exception: (Please provide a written statement regarding each criteria)

*You shall demonstrate to the Board of Adjustment that the property meets **all** of the following criteria for a Special Use Exception to be granted.*

1. Such exception will not substantially affect adversely the uses of adjacent and neighboring property.

our childcare business won't affect businesses around us, because we don't let the children outside unsupervised. Also, the businesses have fences.

2. Any other requirements which apply to a specific type of special use exception as required by the Sussex County Code. (Ex. Time limitations – 5 year maximum)

n/a

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

Criteria for a Variance: (Please provide a written statement regarding each criteria).

*You shall demonstrate to the Board of Adjustment that the property meets **all** of the following criteria for a Variance to be granted.*

In granting any variance the Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of the Zoning Ordinance or Code. The Board is empowered in no case, however, to grant a variance in the use of land or structures thereon.

1. Uniqueness of property:
   That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

n/a

2. Cannot otherwise be developed:
   That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

n/a

3. Not created by the applicant:
   That such exceptional practical difficulty has not been created by the appellant.

n/a

4. Will not alter the essential character of the neighborhood:
   That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use of development of adjacent property, nor be detrimental to the public welfare.

n/a

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

Check List for Applications

The following shall be submitted with the application

- ☐ • **Completed Application**
- ☐ • **Provide a survey of the property** (Variance)
  - Survey shall show the location of building(s), building setbacks, stairs, deck, etc.
  - Survey shall show distances from property lines to buildings, stairs, deck, etc.
  - Survey shall be signed and sealed by a Licensed Surveyor.
- ☐ • **Provide a Site Plan or survey of the property** (Special Use Exception)
- ☐ • **Provide relevant Application Fee (please refer to fees effective July 1, 2022)**
- ☐ • **Provide written response to criteria for Variance or Special Use Exception** (may be on a separate document if not enough room on the form)
- ☐ • **Copy of Receipt (staff)**
- ☐ • **Optional - Additional information for the Board to consider** (ex. photos, letters from neighbors, etc.)
- ☐ • **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 Hearing for the application.**

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The undersigned acknowledges that that he or she has read the application completely and that if the appellant / applicant is unable to convince the Board that the standards for granting relief have been met, the appeal / application will be denied.

Signature of Owner/Agent/Attorney

_____ Date: 06-25-26

For office use only:

Date Submitted: _____ Fee: Check #: _____

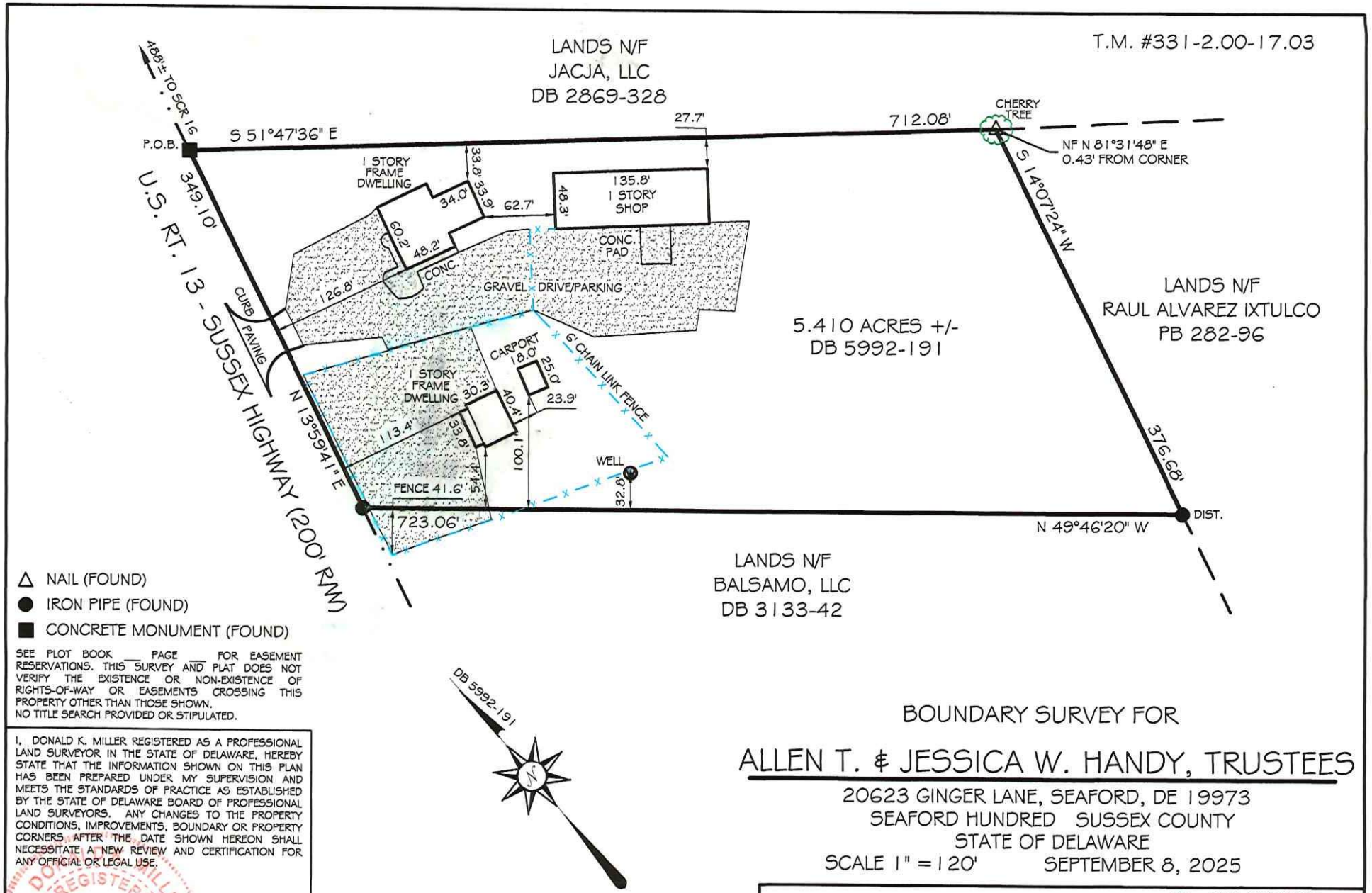
Staff accepting application: _____ Application & Case #: _____

Location of property: _____

_____

Subdivision: _____ Lot#: _____ Block#: _____

Date of Hearing: _____ Decision of Board: _____



△ NAIL (FOUND)
● IRON PIPE (FOUND)
■ CONCRETE MONUMENT (FOUND)

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

I, DONALD K. MILLER REGISTERED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF DELAWARE, HEREBY STATE THAT THE INFORMATION SHOWN ON THIS PLAN HAS BEEN PREPARED UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS ESTABLISHED BY THE STATE OF DELAWARE BOARD OF PROFESSIONAL LAND SURVEYORS. ANY CHANGES TO THE PROPERTY CONDITIONS, IMPROVEMENTS, BOUNDARY OR PROPERTY CORNERS AFTER THE DATE SHOWN HEREON SHALL NECESSITATE A NEW REVIEW AND CERTIFICATION FOR ANY OFFICIAL OR LEGAL USE.

DONALD K. MILLER REGISTERED No. 407 PROFESSIONAL LAND SURVEYOR

DONALD K. MILLER, PLS 407 — DATE 9/8/25

SURVEY CLASS: SUBURBAN

BOUNDARY SURVEY FOR

ALLEN T. & JESSICA W. HANDY, TRUSTEES

20623 GINGER LANE, SEAFORD, DE 19973
SEAFORD HUNDRED SUSSEX COUNTY
STATE OF DELAWARE
SCALE 1" = 120' SEPTEMBER 8, 2025

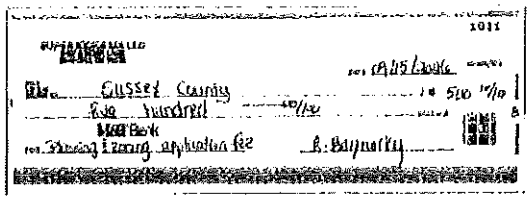
PREPARED BY:
MILLER LEWIS, INC.
LAND SURVEYING
PH: 302-629-9895
FAX: 302-629-2391
1560 MIDDLEFORD RD. • SEAFORD, DE. 19973

Sussex County Government
Treasury
2 The Circle, PO Box 601
Georgetown, DE 19947

09/15/2026 01:17PM Catherine
Receipt Number: 001339354
33031910-0037

PERMITS / INSPECTIONS	
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	$500.00
Subtotal	$500.00
Total	$500.00
Tenders	
CHECK	$500.00
Check Number001011	
Change due	$0.00

Paid by: SUPER KICKS MA LLC

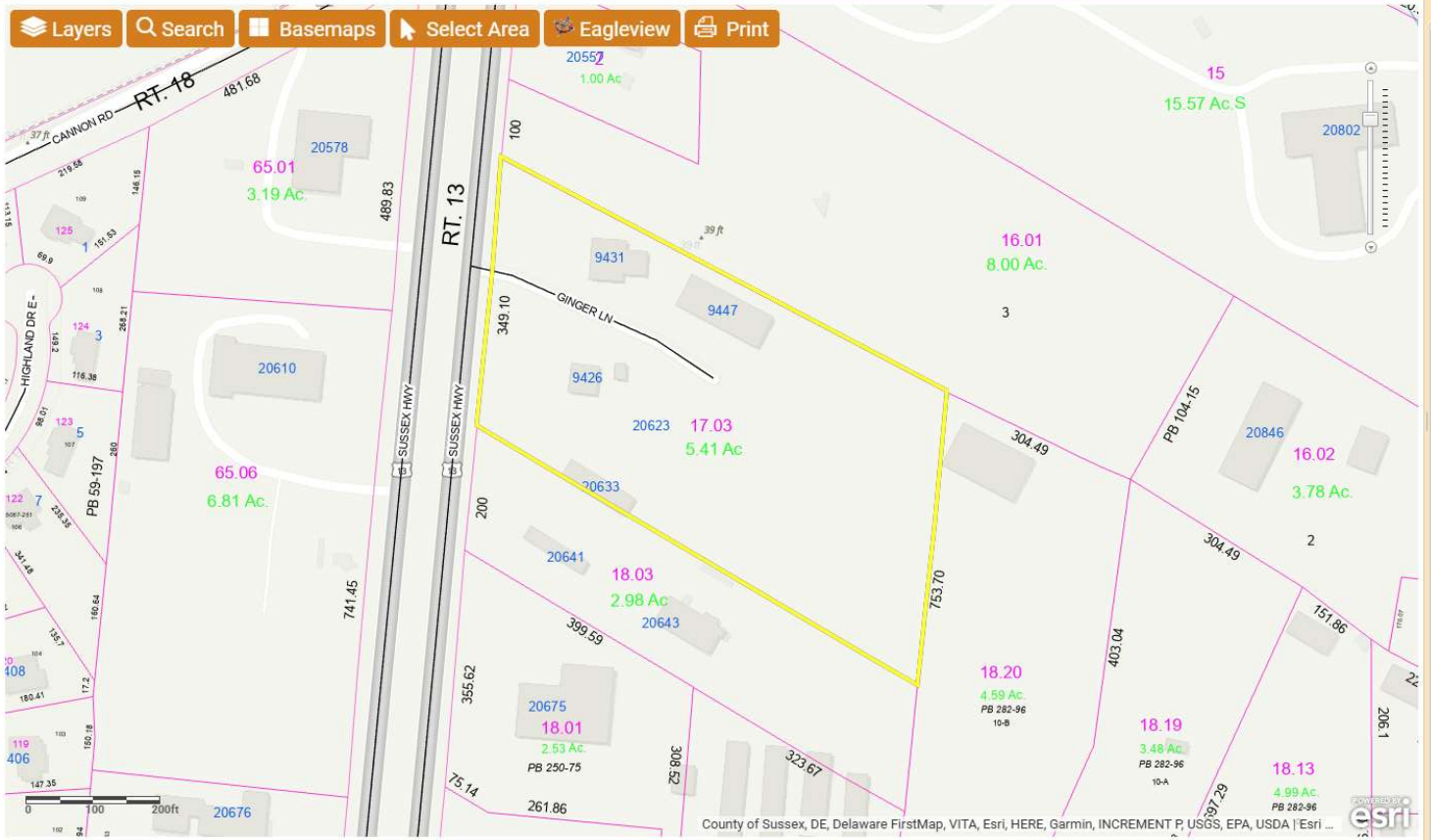


Thank you for your payment.

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SUSSEX COUNTY
DELAWARE

Help



Eagleview | Search Results

Selected Features: Parcels (1)

1) 331-2.00-17.03 Zoom

BOOK	5992
PAGE	191
FULLNAME	HANDY ALLEN T TEE REV TR
Second_Owner_Name	JESSICA W HANDY TTEE REV TR
MAILINGADDRESS	PO BOX 544
CITY	SEAFORD
STATE	DE
a_account	
DESCRIPTION	E/RT 13
DESCRIPTION2	488' S/RT 18
DESCRIPTION3	
LUC	708
SCHOOL	3
MUNI	00
CAP	0
APRBLDG	601500
APRLAND	146600
PINWASSEMENTUNIT	331-2.00-17.03
PIN	331-2.00-17.03

Selected Features (1)

Clear Selected

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PIN	331-2.00-17.03
ZIPCODE	19973
FRONTFOOT	0

Selected Features (1)

Clear Selected


CONNECTEXPLORER
Search
Search by SUSSEXPARCELS
331-2.00-17.03
Search results (1)
Options
331-2.00-17.03
Workspaces
© 2025 Eagleview
50 ft
20 m
map: Auto (Oblique)
Dates: All
image 19 of 74
03/18/2025

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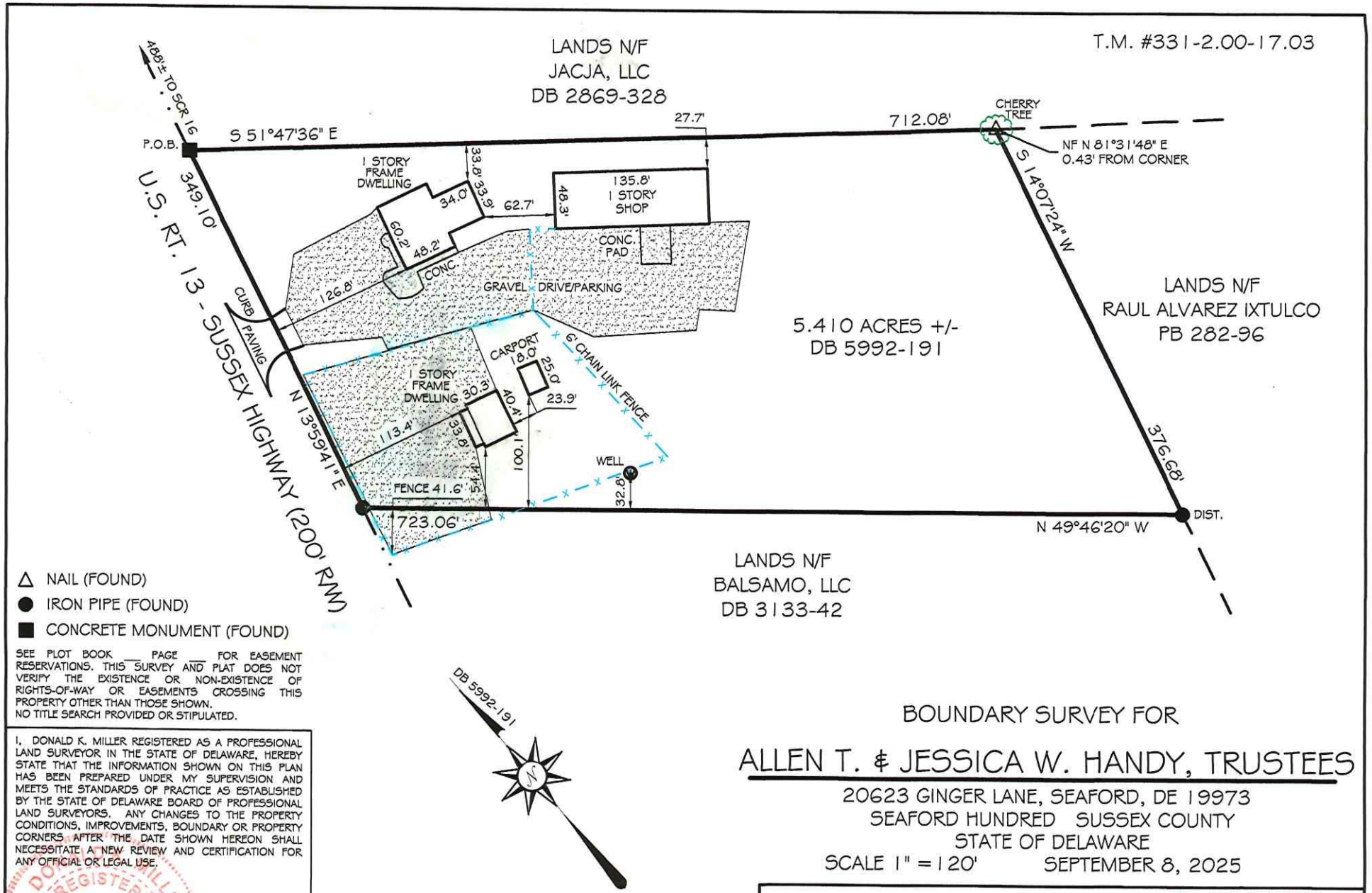
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Location of property: _____

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Subdivision: _____ Lot#: _____ Block#: _____

Date of Hearing: _____ Decision of Board: _____



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DONALD K. MILLER, PLS 407 — DATE 9/8/25

SURVEY CLASS: SUBURBAN

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ALLEN T. & JESSICA W. HANDY, TRUSTEES

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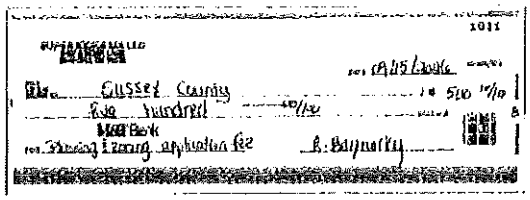
PREPARED BY:
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LAND SURVEYING
PH: 302-629-9895
FAX: 302-629-2391
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Sussex County Government
Treasury
2 The Circle, PO Box 601
Georgetown, DE 19947

09/15/2026 01:17PM Catherine
Receipt Number: 001339354
33031910-0037

PERMITS / INSPECTIONS	
2026 202612595|2020	$500.00
	$500.00
Subtotal	$500.00
Total	$500.00
Tenders	
CHECK	$500.00
Check Number001011	
Change due	$0.00

Paid by: SUPER KICKS MA LLC

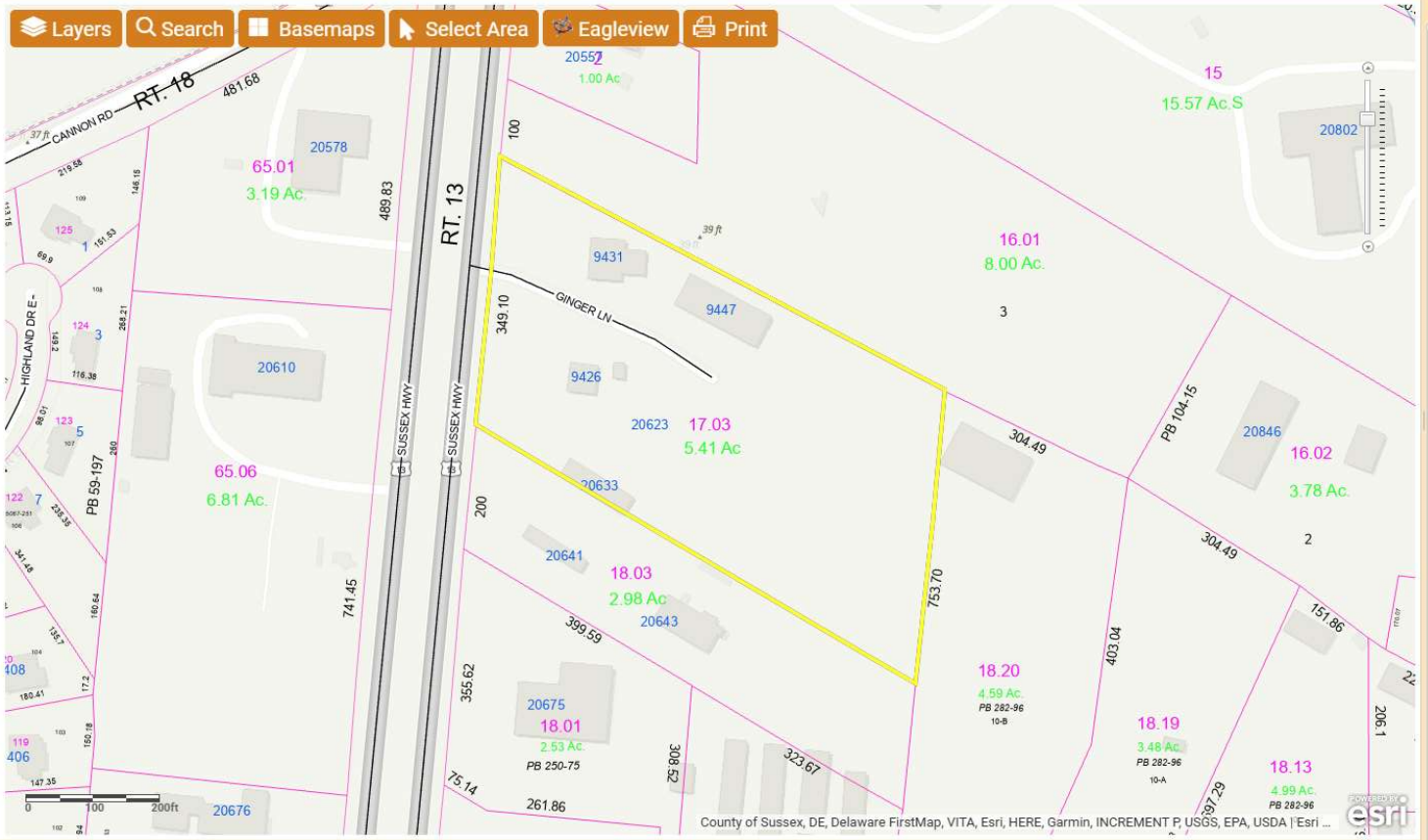


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SCHOOL	3
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PINWASSEMENTUNIT	331-2.00-17.03
PIN	331-2.00-17.03

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Clear Selected

SUSSEX COUNTY
D E L A W A R E

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PIN	331-2.00-17.03
ZIPCODE	19973
FRONTFOOT	0

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Clear Selected


CONNECTEXPLORER
Search
Search by SUSSEXPARCELS
331-2.00-17.03
Search results (1)
Options
331-2.00-17.03
Workspaces
© 2025 Eagleview
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map: Auto (Oblique)
Dates: All
image 19 of 74
03/18/2025

RECEIVED
SEP 30 2026
SUSSEX COUNTY PLANNING & ZONING

Case # 13236
Hearing Date 11-16-2026
20261346 3

Board of Adjustment Application
Sussex County, Delaware

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

Type of Application: (please check all applicable)

Variance ☐
Special Use Exception ☑
Administrative Variance ☐
Appeal ☐

Existing Condition ☐
Proposed ☐
Code Reference (office use only)

Site Address of Variance/Special Use Exception:
~~38555~~ 38381 Peppers Landing Lane , Selbyville, DE 19975

Variance/Special Use Exception/Appeal Requested:
SUE for a proposed 135' monopole telecommunications tower with a 2' lightning rod (137' total) within a 50'x 50' fenced in area

Tax Map #: 533-13.00-5.00 **Property Zoning:** AR - 1

Applicant Information

Applicant Name: Arcola Peppers Landing LLC
Applicant Address: 112 W. Washington Street, Suite 201
City Middleburg State VA Zip: 20117
Applicant Phone #: (571) 895-3990 Applicant e-mail: rfoltz@arcolatowers.com

Owner Information

Owner Name: Philip G. Thompson
Owner Address: 38555 Peppers Landing Lane
City Selbyville State DE Zip: 19975 Purchase Date:
Owner Phone #: Owner e-mail:

Agent/Attorney Information

Agent/Attorney Name: Richard J. Lemanowicz
Agent/Attorney Address: Lemanowicz, LLP, 716 North Bethlehem Pike, Suite 201
City Lower Gwynedd State PA Zip: 19002
Agent/Attorney Phone #: (267) 544-9903 Agent/Attorney e-mail: tt@lemanowiczlaw.com

Signature of Owner/Agent/Attorney

Richard J. Lemanowicz
Digitally signed by Richard J. Lemanowicz
Date: 2026.09.29 13:43:22 -04'00'

Date: 9/29/26

EQUAL HOUSING OPPORTUNITY

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N/A

2. Cannot otherwise be developed:

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

N/A

3. Not created by the applicant:

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

N/A

4. Will not alter the essential character of the neighborhood:

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See attached Memorandum in Support of Application.

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See attached Memorandum in Support of Application.

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

Check List for Applications

The following shall be submitted with the application

- [x] **Completed Application**
- [ ] **Provide a survey of the property** (Variance)
  - Survey shall show the location of building(s), building setbacks, stairs, deck, etc.
  - Survey shall show distances from property lines to buildings, stairs, deck, etc.
  - Survey shall be signed and sealed by a Licensed Surveyor.
- [x] **Provide a Site Plan or survey of the property** (Special Use Exception)
- [x] **Provide relevant Application Fee (please refer to fees effective July 1, 2022)**
- [x] **Provide written response to criteria for Variance or Special Use Exception** (may be on a separate document if not enough room on the form)
- [ ] **Copy of Receipt (staff)**
- [x] **Optional - Additional information for the Board to consider** (ex. photos, letters from neighbors, etc.)
- [ ] **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 Hearing for the application.**

Please be advised that the decision of the Board of Adjustment is only final when the written decision is filed with the Board's secretary. To determine whether the written decision has been filed, you may call the Planning & Zoning Department at 302-855-7878. The written decision is generally completed within thirty (30) to sixty (60) days following the Board's vote on the application or appeal. Please include the case number when calling about the decision.

Please be advised that any action taken in reliance of the Board's decision prior to the filing of the written decision and the expiration of any applicable appeal period is taken at the Property Owner's Risk.

The undersigned acknowledges that that he or she has read the application completely and that if the appellant / applicant is unable to convince the Board that the standards for granting relief have been met, the appeal / application will be denied.

Signature of Owner/Agent/Attorney

Richard J. Lemanowicz Digitally signed by Richard J. Lemanowicz Date: 2026.09.29 13:42:24 -04'00' Date: 9/29/26

For office use only:

Date Submitted: _____ Fee: Check #: _____

Staff accepting application: _____ Application & Case #: _____

Location of property: _____

Subdivision: _____ Lot#: _____ Block#: _____

Date of Hearing: _____ Decision of Board: _____

In re:	**COUNTY OF SUSSEX**
Special Use Exception Application of Arcola Peppers Landing LLC	**BOARD OF ADJUSTMENT**
	SUSSEX COUNTY, DELAWARE
For the Real Property Located at:	**September 29, 2026**
38555 Peppers Landing Lane Selbyville, DE 19975	**Application No.:**
Tax Map No.: 533-13.00-5.00	

MEMORANDUM IN SUPPORT OF BOARD OF ADJUSTMENT APPLICATION

Arcola Peppers Landing LLC, hereinafter the Applicant, hereby submits an application to construct and operate a commercial communications tower and antennas on the real property located at 38555 Peppers Landing Lane, Selbyville, Delaware.

The subject real property is located within the jurisdictional boundaries of Sussex County, Delaware and is shown as parcel number 533-13.00-5.00 on the current tax maps for Sussex County. Phillip G. Thompson is the record owner of the property, and the property is approximately 190.70 acres in area. The Applicant leased a 100' by 100' area, together with the right of ingress and egress, from the Owner for construction and operation of the proposed facility.

The Applicant's proposed facility includes the following: one (1) monopole; two (2) sets of communication antennas; concrete equipment pads; equipment cabinets; utility cabinets; utility meters; a gravel access road with a parking and turn around area; and chain link security fencing. The proposed monopole will be constructed of galvanized steel and 135' tall. There will be a 2' lightning rod attached to the top of the monopole. The proposed antenna for T-Mobile will be attached to the monopole at a centerline elevation of 130', and the proposed antenna for Verizon will be attached to the monopole at a centerline elevation of 120'. The proposed antennas will not extend above the height of the monopole. Equipment cabinets for the operation of the T-Mobile antennas and the Verizon antennas will be placed on concrete pads on the ground adjacent to the monopole. The monopole, the equipment cabinets, and all required utility cabinets will be located with a 50' by 50' area and enclosed by a chain link security fence. The proposed tower is capable of accommodating additional antennas.

The proposed communications facility will be occupied by two (2) federally licensed wireless communications service providers. The proposed facility is necessary to address an existing coverage deficiency in the Selbyville, Delaware area, where the existing wireless network does not provide the level of reliable coverage and service needed for the surrounding

communities. The nearest existing wireless site is approximately 1.4 miles from the proposed location; however, the identified poor-coverage area extends more than two miles from that site and cannot be adequately served by the existing network. There is no existing site in the immediate area that can be modified or upgraded to resolve this coverage deficiency, and construction of the proposed new facility is therefore necessary. Utilizing licensed spectrum and current 5G technology, the proposed facility will provide new and improved wireless coverage, additional network capacity, and significantly improved data speeds throughout the surrounding area, including the residential communities in and around Mallard Lakes, Tubbs Cove, and Bayville. In addition to improved mobile voice and data service, the enhanced coverage is expected to expand the availability of 5G home internet service as an additional broadband option for qualifying residences. Constructing and operating the proposed facility on the subject property will resolve the coverage deficiency in the subject area and improve connectivity for residents, businesses, visitors, and motorists throughout the surrounding community.

The subject property is located within an AR-1 Agricultural Zoning District. According to section 115-23(C)(14) of the Zoning Ordinance of Sussex County, hereinafter the Ordinance, a commercial communication tower is permitted in the AR-1 district by a Special Use Exception.

The proposed use satisfies the criteria for a Special Use Exception set forth in the Board of Adjustment Application, and the Applicant briefly addresses the first two criteria as follows:

1. The exception will not substantially affect adversely the uses of adjacent and neighboring property. The proposed facility is an unmanned, passive structure that will occupy only a 100' by 100' leased area within a large agricultural parcel of approximately 190.70 acres. The monopole and associated equipment will be substantially set back from the property lines and will be enclosed by a security fence. The facility will not generate traffic, noise, odor, glare, or emissions beyond occasional, periodic maintenance visits, and it will comply with all applicable Federal Communications Commission radio-frequency exposure limits. The single galvanized steel monopole is designed to accommodate the colocation of additional carriers, thereby minimizing the need for additional towers in the area. The surrounding properties are located within the same AR-1 Agricultural District, and the proposed use is consistent with the agricultural and open character of the neighborhood. For these reasons, the proposed Special Use Exception will not substantially and adversely affect the uses of adjacent and neighboring property. This conclusion is consistent with the Board's prior grant of a special use exception for a communications tower in Case No. 10710, in which the Board found no adverse effect on neighboring properties.

2. The proposed facility satisfies any other requirements applicable to this type of special use exception under the Sussex County Code. The proposed communications facility is designed and will be constructed to comply with the technical and dimensional requirements of the Ordinance applicable to commercial communication towers, including requirements governing height, setback, fencing, and safety. The facility is designed to accommodate colocation as encouraged by the Ordinance. The Applicant acknowledges that the Board may attach reasonable conditions and safeguards to any approval, including any applicable time limitation.

Therefore, in order to construct and operate the proposed facility on the subject real property, the Applicant hereby requests the following relief from Sussex County's Board of Adjustment:

1. A special use exception in accordance with section 115-194.2 and 115-23(C)(14) of the Ordinance to allow construction and operation of the proposed facility in an AR-1 zoning district.
2. All additional relief from the terms of the Ordinance, including, but not limited to any approvals, certifications or waivers as may be deemed necessary or required to develop the subject property as proposed by the Application and all supporting documentation.

The Applicant hereby requests that the required public hearing on this Application be placed on the next available agenda of the Sussex County Board of Adjustment.

Respectfully Submitted,

By: /s/ *Richard J. Lemanowicz*
Richard J. Lemanowicz
On behalf of Arcola Peppers Landing LLC

Date: September 29, 2026

PROPERTY OWNER LETTER OF AUTHORIZATION

Property: **38555 Peppers Landing Lane, Selbyville, Sussex County, Delaware 19975**
Parcel ID: **533-13.00-5.01**

Dear Sir or Madam:

I, Phillip G. Thompson ("Owner" or "Lessor"), am the owner of that certain parcel of land located in Selbyville, Sussex County, Delaware, identified as Tax Parcel Number 533-13.00-5.00. The property is commonly known as 38555 Peppers Landing Lane, Selbyville, Sussex County, Delaware 19975.

Owner and Arcola Peppers Landing LLC, a Delaware limited liability company ("Lessee"), are parties to that certain Ground Lease Agreement dated August 16, 2026 (the "Ground Lease Agreement"), for a portion of the above-referenced property, for purposes that include the construction and operation of a wireless communications facility and related improvements (the "Tower").

Pursuant to and consistent with the provisions of the Ground Lease Agreement, Owner hereby authorizes and empowers Lessee, together with its authorized representatives, agents, attorneys, consultants, engineers, and contractors, to take the following actions:

1. Prepare, sign, and file applications ("Applications") with Sussex County for all zoning, planning, development, construction or similar permits and approvals (collectively, "Approvals") required for development and operation of the Tower on the subject property;
2. Advance the Applications and any related or supporting submittals, revisions, and responses through staff review and public hearings;
3. Attend, present at, and participate in meetings and hearings before Sussex County staff, the Board of Adjustment, and any other pertinent County bodies concerning the Applications;
4. Communicate and confer with Sussex County personnel, officials, and the Board of Adjustment regarding the Applications and receive all related correspondence and notices; and,
5. Obtain determinations and decisions from Sussex County and the Board of Adjustment related to all Applications and Approvals.

Sincerely,

Owner: Phillip G. Thompson

By: _____
Signature

Phillip G. Thompson
Print

Date: 9.28.2026

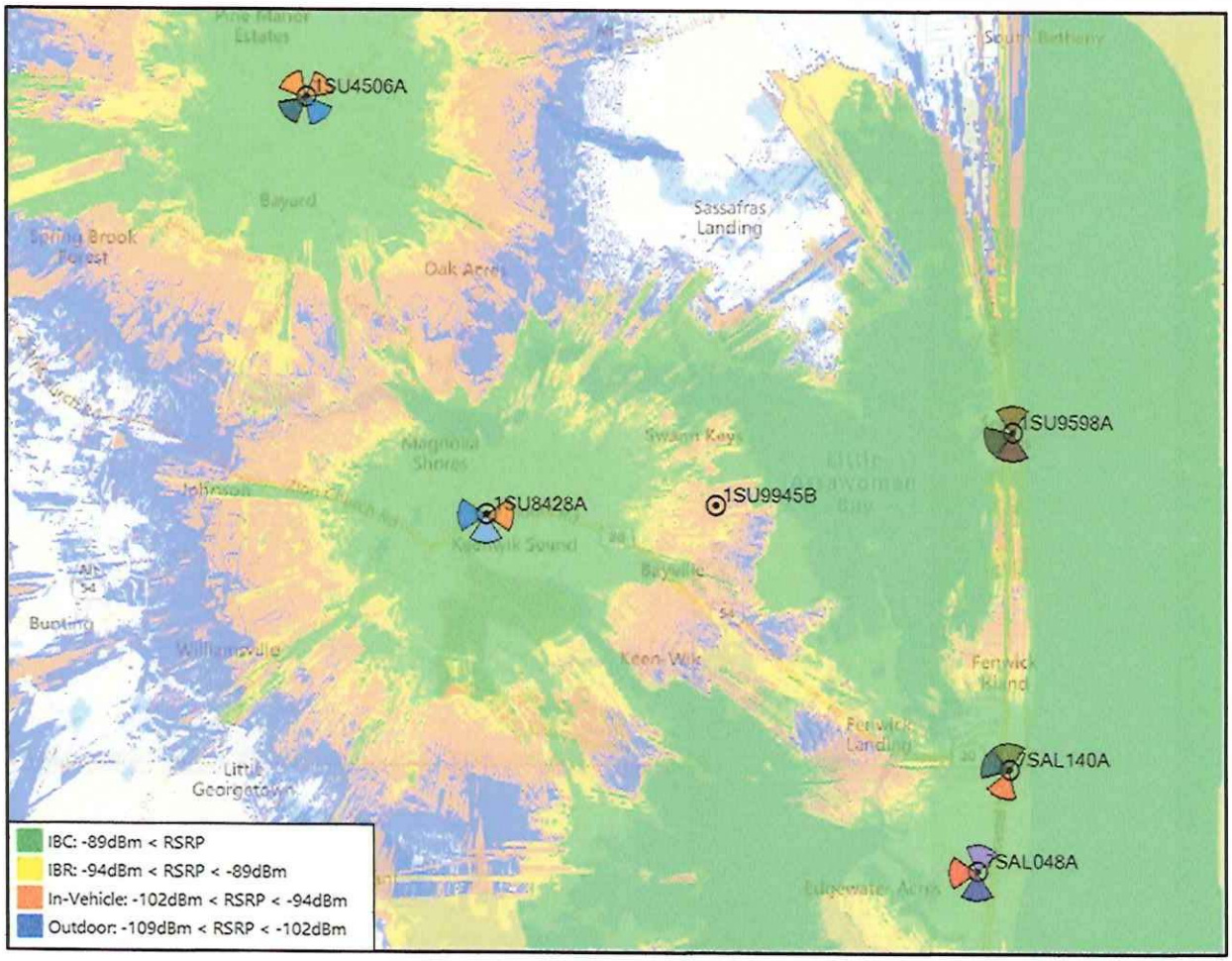
RECEIVED

SEP 30 2026

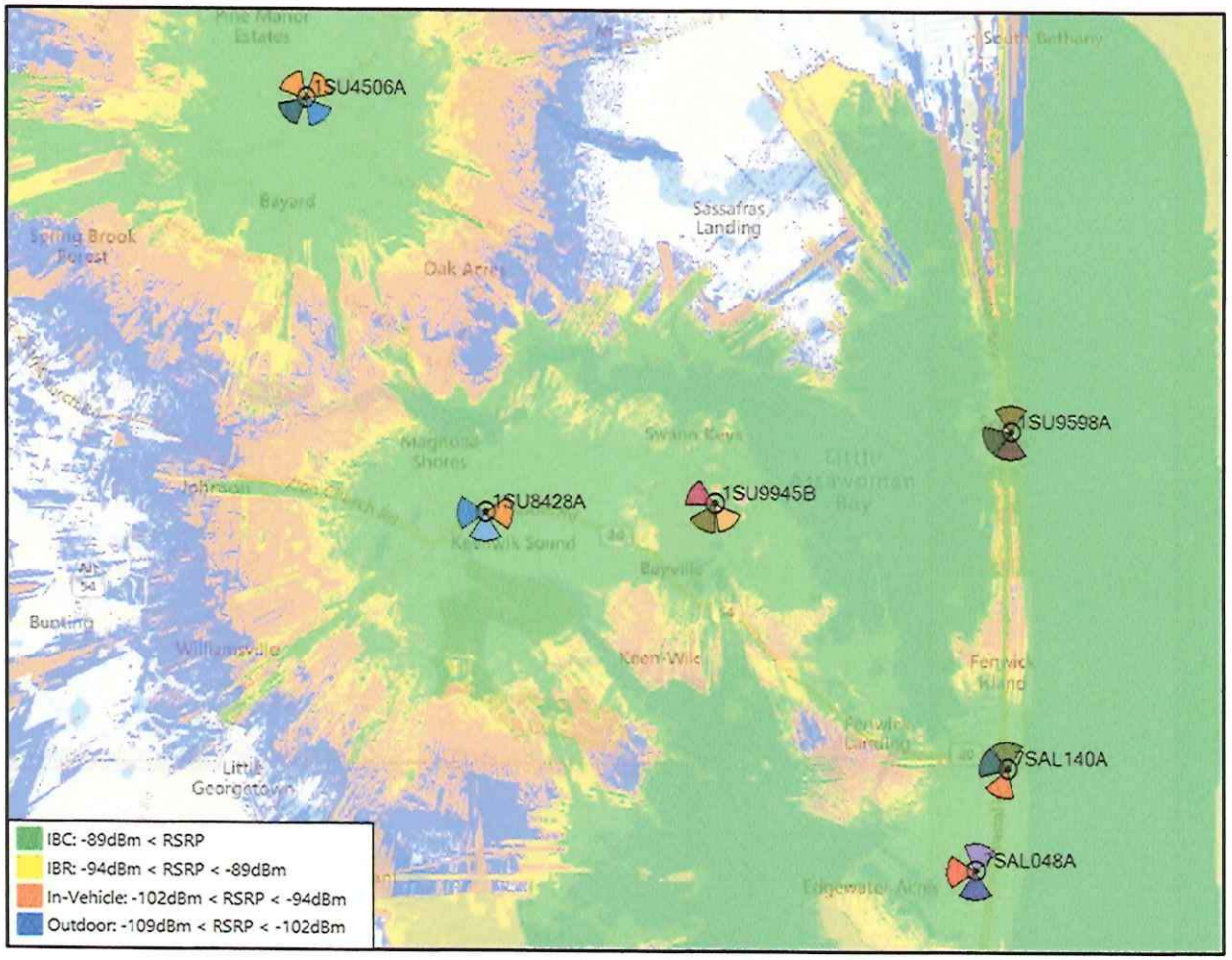
SUSSEX COUNTY
PLANNING & ZONING


2026 SJP
Region: Northeast
Market: PHILADELPHIA PA
Site ID: 1SU9945B
Submission Date: 9/21/2026

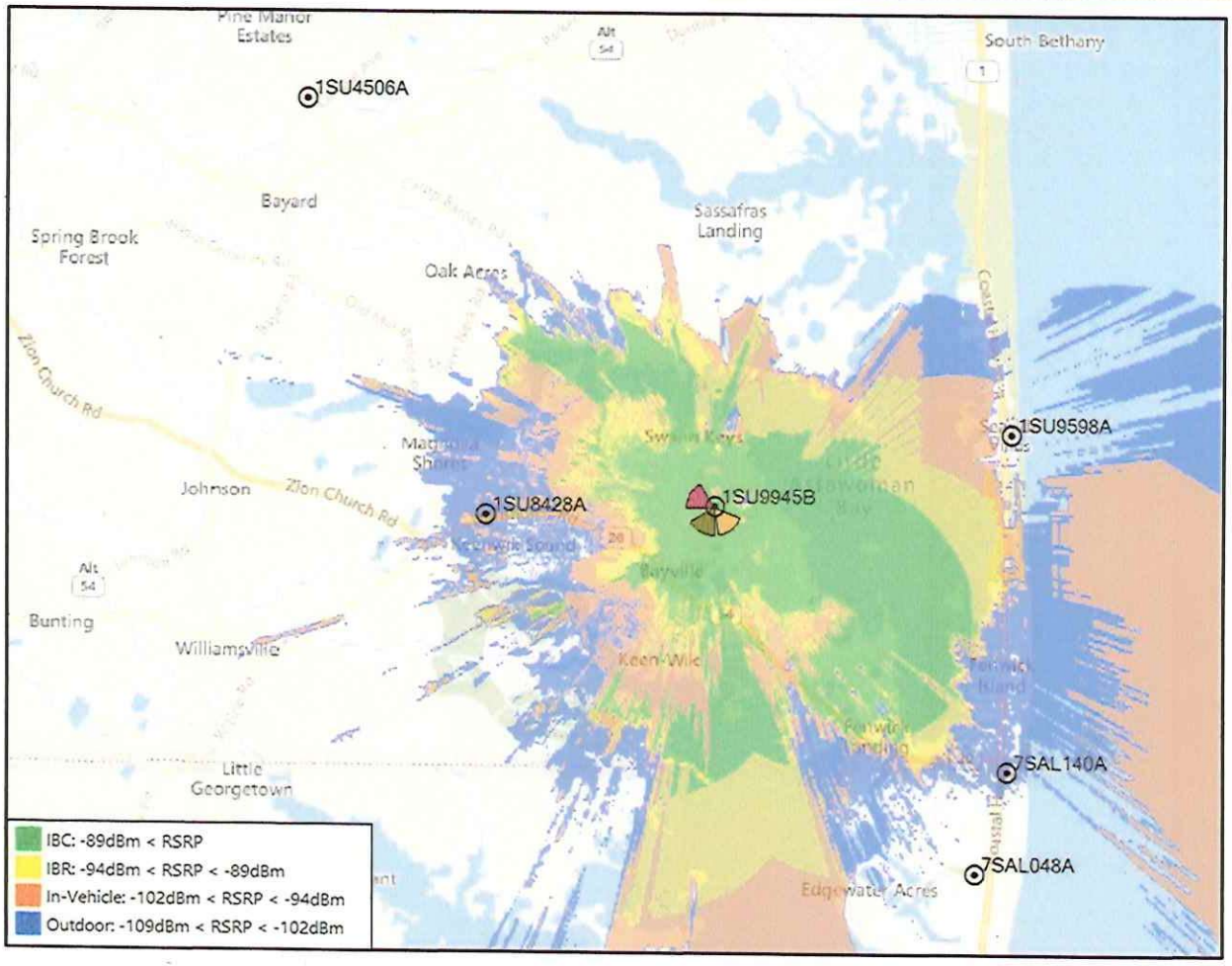
Coverage without 1SU9945B(N1900)



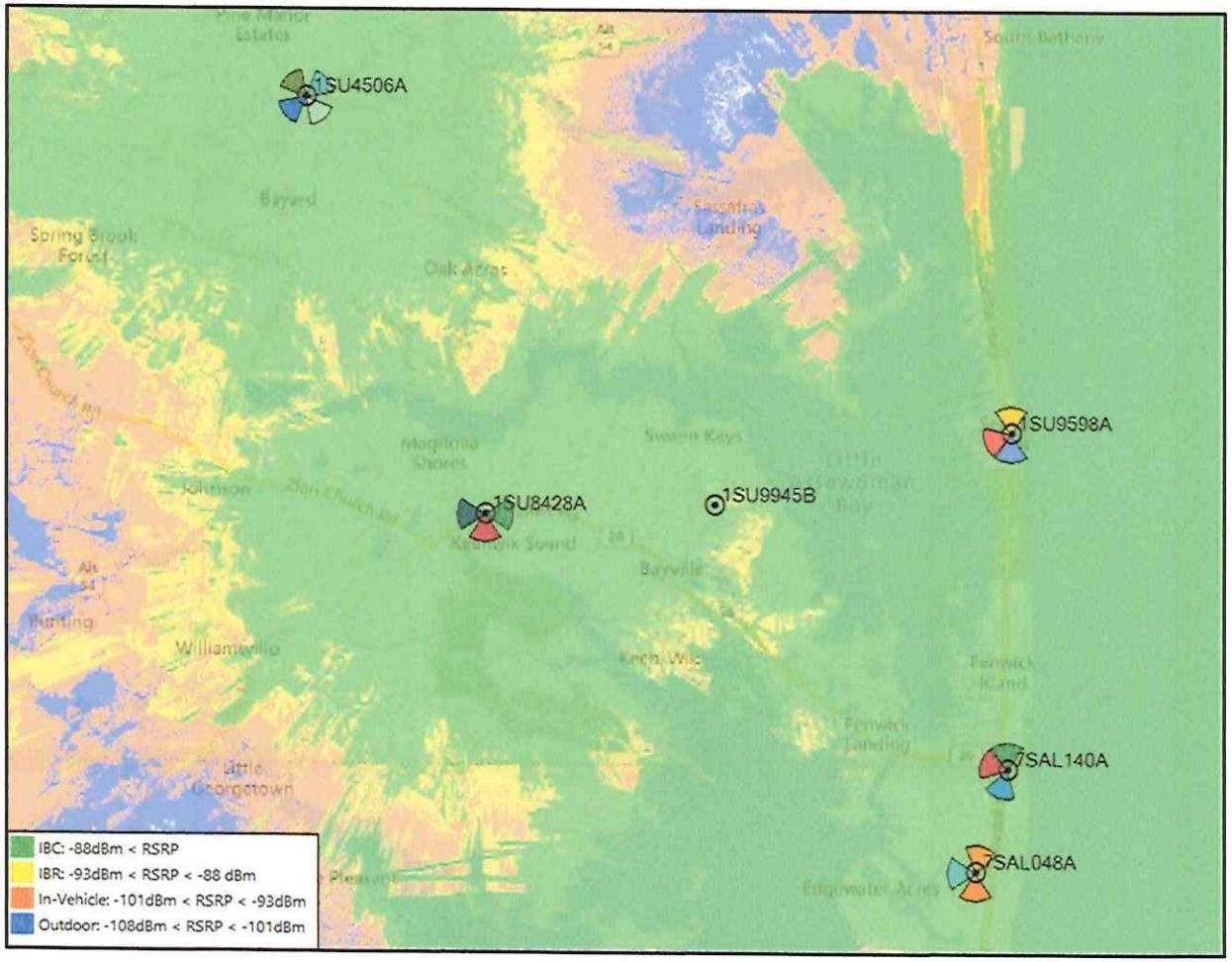
Coverage with 1SU9945B (N1900)



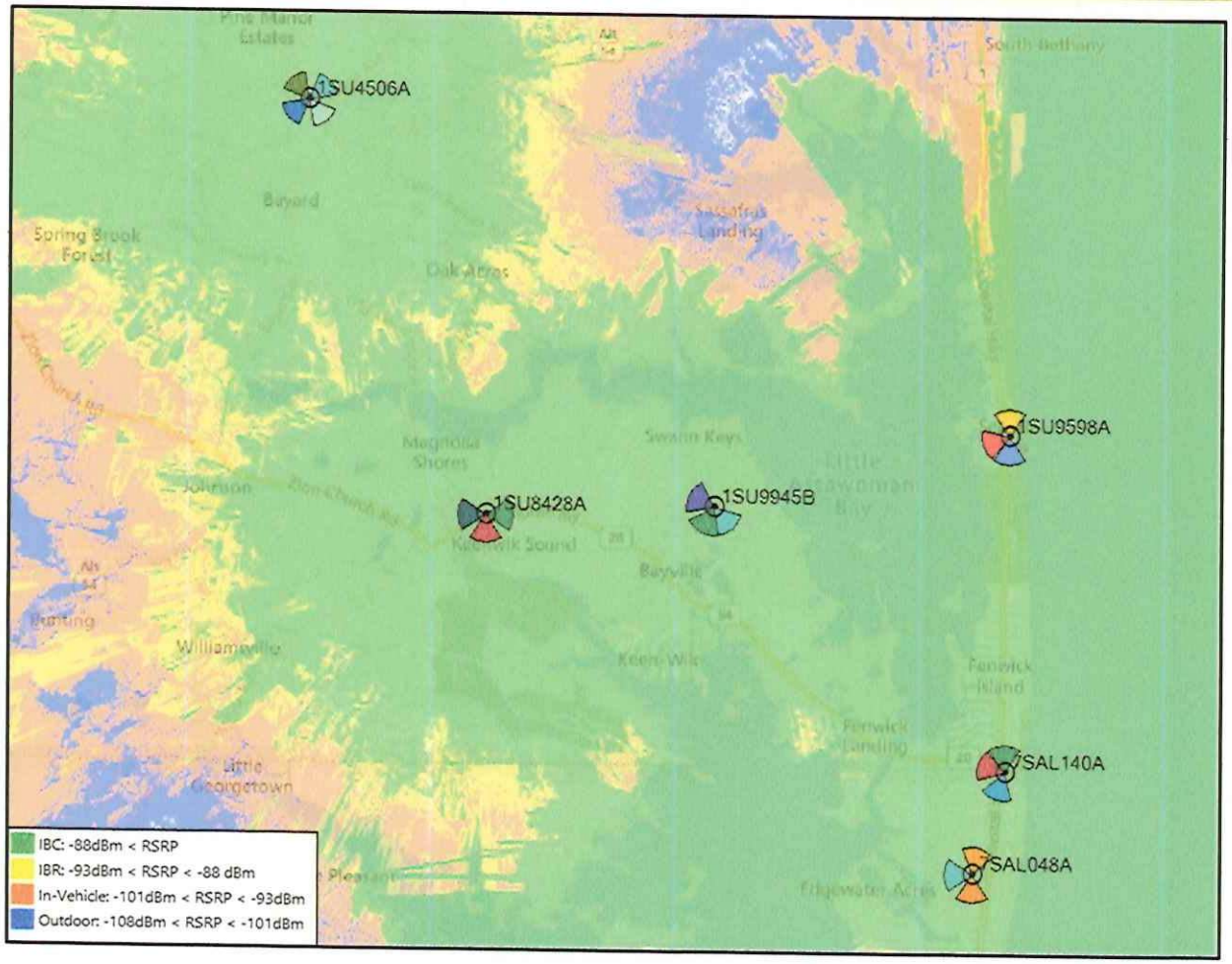
Coverage Only 1SU9945B (N1900)



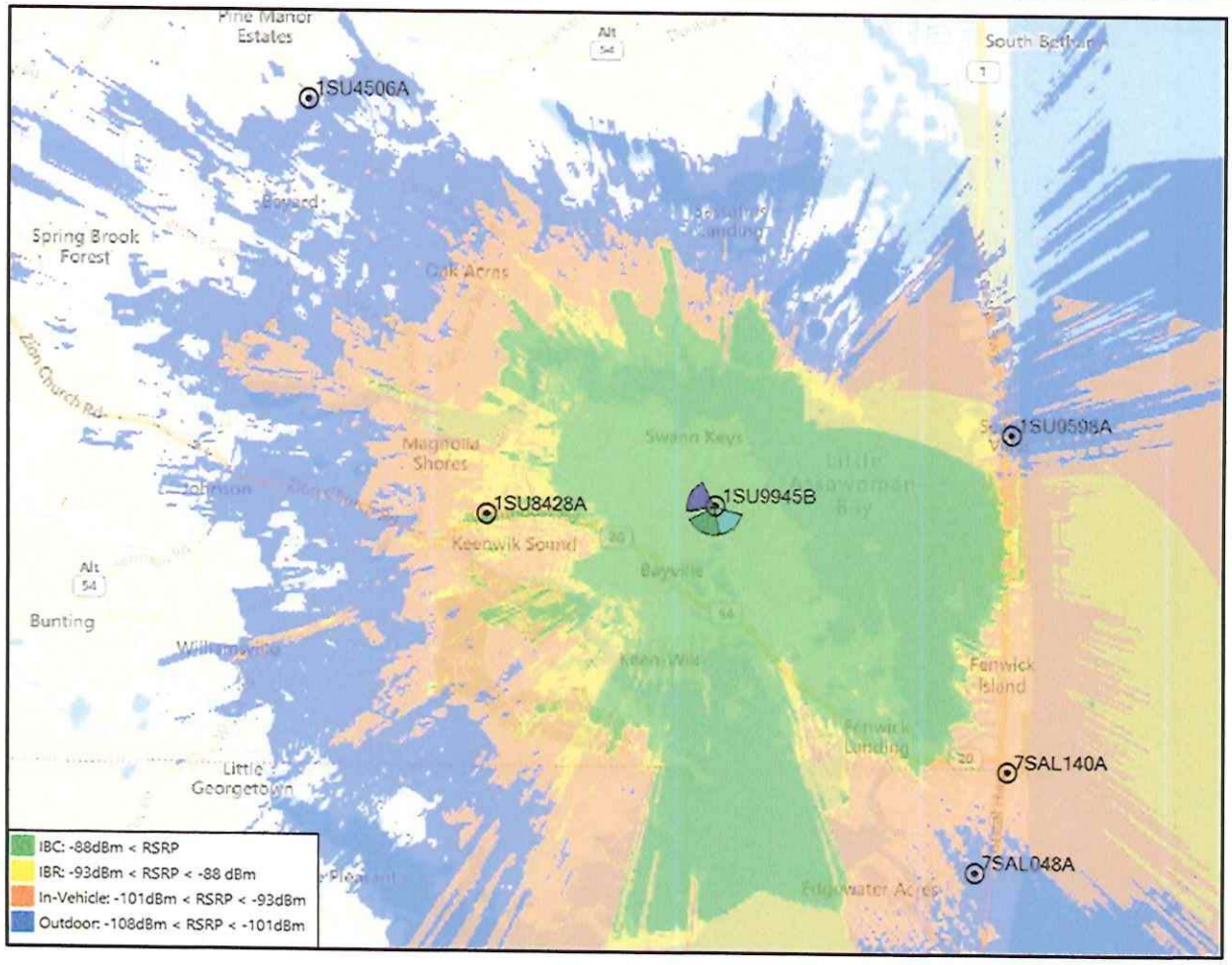
Coverage without 1SU9945B(N600)



Coverage with 1SU9945B (N600)



Coverage Only 1SU9945B (N600)



T-Mobile Northeast LLC, a subsidiary of T-Mobile USA, Inc.

T-Mobile Northeast
475 Virginia Drive
Fort Washington, PA 19034

Date: 09/24/26

To: Planning & Zoning Commission
***Municipality*:** Town of Selbyville
County: Sussex County
State: Delaware

RECEIVED
SEP 30 2026
SUSSEX COUNTY
PLANNING & ZONING

Certification of Purpose

T-Mobile Site ID: 1SU9945B
T-Mobile Site Address: 38421 Peppers Landing Lane, Selbyville, DE 19975

T-Mobile is proposing a new wireless communications facility to address an existing coverage deficiency in the Selbyville, Delaware area. T-Mobile does not currently have an existing wireless facility in the immediate area capable of providing the level of reliable coverage and service needed for the surrounding communities. The nearest existing T-Mobile site is approximately 1.4 miles from the proposed location; however, the identified poor-coverage area extends more than two miles from that location and cannot be adequately served by the existing network.

The proposed facility is a monopole that will provide new and improved T-Mobile wireless coverage to an area where reliable service is currently limited. The facility will initially support six antennas, with two antennas installed per sector across three sectors. The proposed equipment will utilize T-Mobile's licensed spectrum and current 5G technology to provide improved wireless coverage, network capacity, and significantly improved data speeds throughout the surrounding area.

The location of the proposed facility was selected to improve service within the identified coverage deficiency and provide meaningful coverage to nearby residential communities and surrounding roadways. Neighborhoods in and around Mallard Lakes and Tubbs Cove are expected to receive substantial coverage improvements from the proposed facility. Residents of the Bayville community will also benefit significantly from improved T-Mobile wireless service.

In addition to improved mobile voice and data service, the enhanced 5G coverage provided by this facility is expected to make T-Mobile 5G Home Internet service available to additional residences within the surrounding area. This will provide qualifying residents with an additional broadband option and a potentially lower-cost alternative for home internet service.

The proposed facility is necessary to expand T-Mobile's network into an area where its existing infrastructure does not currently provide adequate coverage or service. Unlike a modification to an existing wireless facility, there is no existing T-Mobile site at this location that can be upgraded to address the identified coverage deficiency. Construction of this new facility will allow T-Mobile to extend reliable wireless and 5G service into the area and improve connectivity for residents, businesses, visitors, and motorists throughout the surrounding community.

Theodore McCleary
theodore.mccleary@t-mobile.com
Engineering RF Deployment
T-Mobile

arcola TOWERS

T-MOBILE NORTHEAST LLC

verizon

ARCOLA SITE - PEPPERS LANDING
38555 PEPPERS LANDING LN
SELBYVILLE, DE 19975

PROPOSED 135' MONOPOLE

APPROVALS

entrex communication services, inc.
6100 EXECUTIVE BLVD.
SUITE 430
ROCKVILLE, MD 20852
PHONE: (202) 408-0960

arcola TOWERS
112 N. WASHINGTON ST
SUITE 201
MIDDLEBURG, VA 20117
PHONE: (571) 895 3990

SITE INFORMATION

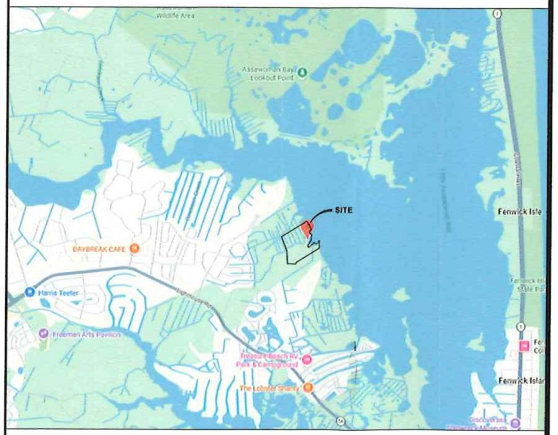
SCOPE OF WORK:

1. INSTALL EROSION AND SEDIMENT CONTROLS
2. CLEAR AND GRADE SITE TO FINAL SUBGRADE ELEVATION.
3. INSTALL MONOPOLE FOUNDATION, 135' HIGH MONOPOLE AND ANTENNA PLATFORM.
4. INSTALL GROUNDING, TELCO VAULTS, UTILITY METER CENTER.
5. INSTALL ELECTRICAL AND TELEPHONE CONDUIT AND HAND HOLES.
6. INSTALL FENCE AND SITE IMPROVEMENTS.

PROPERTY INFORMATION:

JURISDICTION:	SUSSEX COUNTY, DE
ZONING:	A
PIN:	533-13.00-5.00
PARCEL AREA:	190.70 AC.
PARCEL OWNER:	THOMPSON, PHILIP G
OWNER ADDRESS:	38381 PEPPERS LANDING LN, SELBYVILLE, DE 19975
STRUCTURE TYPE:	135' MONOPOLE
GROUND ELEVATION:	3.0' NAVD88
LATITUDE:	N 38° 28' 25.890"
LONGITUDE:	W 75° 05' 02.714"

VICINITY MAP



SCALE: 1" = 2,000'

SHEET INDEX

T-1	TITLE SHEET
Z-1	SITE PLAN
Z-2	ENLARGED SITE PLAN
Z-3	EROSION & SEDIMENT CONTROL PLAN & DETAILS
Z-4	COMPOUND PLAN AND MONOPOLE ELEVATION
S-1	SITE & SIGNAGE DETAILS

ARCOLA TOWERS SITE
PEPPERS LANDING
38555 PEPPERS LANDING LN
SELBYVILLE
SUSSEX COUNTY, DE 19975

SEAL:



SUBMITTALS

DATE	DESCRIPTION	REV.
08-25-2026	ZONING REVIEW	A
09-02-2026	ZONING	0
09-08-2026	ZONING	1

PROJECT TEAM

APPLICANT / TOWER OWNER:	ARCOLA TOWERS 112 W WASHINGTON STREET, SUITE 201 MIDDLEBURG, VA 20117 (571) 895 3990
ARCHITECT/ENGINEER:	ENTREX COMMUNICATION SERVICES, INC. 6100 EXECUTIVE BLVD, SUITE 430 ROCKVILLE, MD 20852 CAMILLE SHABSHAB (202) 408-0960

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

- 2021 INTERNATIONAL BUILDING CODE
- 2021 INTERNATIONAL EXISTING BUILDING CODE
- 2017 NATIONAL ELECTRICAL CODE
- 2018 NFPA 101, LIFE SAFETY CODE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- ANSI/TIA-222-H

DRAWING APPROVALS

	SIGNATURE	DATE
OWNER REPRESENTATIVE		
SITE AQUISITION		
CONSTRUCTION MANAGER		
ZONING		
RF ENGINEER		

CALL
UTILITIES NOTIFICATION
MISS UTILITY
1-800-257-7777
3 WORKING DAYS PRIOR TO DIGGING

811 Know what's below. Call before you dig.

PROJECT NO:	1164.073
DESIGNER:	R.S.
ENGINEER:	C.S.

THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 24"X36"
0 1/2 1
GRAPHIC SCALE IN INCHES

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T-1



VICINITY MAP
SCALE: 1" = 1,000'
TRUE NORTH

SITE NOTES:

SITE NAME: ARCOLA TOWERS PEPPERS LANDING LANE

1. THIS IS NOT A BOUNDARY SURVEY AND IS NOT TO BE USED FOR THE TRANSFER OF PROPERTY.
2. THE SUBJECT PARCEL INFORMATION;
   OWNER: PHILIP G THOMPSON
   PREMISES ADDRESS: 38381 PEPPERS LANDING LANE
   SELBYVILLE, DE 19975
   JURISDICTION: SUSSEX COUNTY, DE
   ACCT #: 533-13.00-5.00
   ZONING: A-AGRICULTURAL
   USE: AGRICULTURAL W/RESIDENTIAL
3. THE RECORDED REFERENCES FOR THE PARENT PARCEL ARE AS FOLLOWS:
   DEED BOOK: 227, PAGE: 36 AREA 190.70 AC.
4. THE DATUM'S ARE NAD 83 AND NAVD 88, AND THE BEARING BASE IS STATE GRID.
5. NO UNDERGROUND UTILITIES HAVE BEEN LOCATED, THE PRESENCE OF ANY SUCH UTILITIES MUST BE CONFIRMED BY THE CONTRACTOR BEFORE CONSTRUCTION.
6. NO WETLANDS HAVE BEEN DEFINED AND ANY AREAS SHOWN AS MARSH, PONDS OR DITCHES ARE DONE SO FROM VISIBLE SURFACE FEATURES.
7. THE FLOOD ZONE OF THE PROPOSED TOWER IS AS FOLLOWS; FLOOD ZONE AE, BFE 4'.
   SOURCE; FEMA FLOOD MAP
   FOR SUSSEX COUNTY, DE.
   COMMUNITY PANEL NUMBER 10005C 0652K.
   REVISED, MARCH 6, 2015.
8. NO TITLE REPORT WAS REVIEWED FOR THIS SURVEY.
9. DATA COLLECTED AND SHOWN ON THIS DRAWING ARE FOR THE PURPOSES OF CONSTRUCTION OF A CELLULAR MONOPOLE, ANY NECESSARY ANCILLARY EQUIPMENT AND ALL APPROPRIATE EASEMENTS.
10. NO UNRECORDED EASEMENTS ARE SHOWN ON THIS SURVEY AND IT IS POSSIBLE THAT SUCH EASEMENTS IMPACT THE SITE.
11. THIS PROPERTY IS SUBJECT TO ALL MATTERS OF PUBLIC RECORD.
12. THE LOCATION OF THE PROPOSED MONOPOLE IS AS FOLLOWS; THE VALUES LISTED BELOW ARE WITHIN ±50' HORIZONTAL AND ±20' VERTICAL.
    LATITUDE: N 38° 28' 25.890"
    LONGITUDE: W 75° 05' 02.714"
    ELEVATION: 3.0' NAVD88 AT BASE

LINE TYPES

- BOUNDARY LINE – SUBJECT PARCEL
- UNSURVEYED LINE – BOUNDARY OF ADJOINERS
- EASEMENT BOUNDARY
- RIGHT OF WAY BOUNDARY
- EDGE OF ASPHALT
- EDGE OF CONCRETE
- EDGE OF GRAVEL
- FENCE LINE – CHAIN
- OVERHEAD UTILITY LINE
- TREE OR VEGETATION LINE

LEGEND

- FOUND PROPERTY CORNER
- UTILITY POLE
- GUY ANCHOR
- SIGN
- LIGHT POLE
- TELEPHONE PEDESTAL

ADJOINERS

1
ACCOUNT #: 533-20.00-7.00
N/F
THE OVERLOOK COMMUNITY ASSOCIATION INC.
MAILING ADDRESS: PO BOX 1761
MILLSBORO, DE 19966
SITE ADDRESS: N/A
DEED BK 5931 PG 168
AREA: 108.607 AC
USE: OPEN SPACE

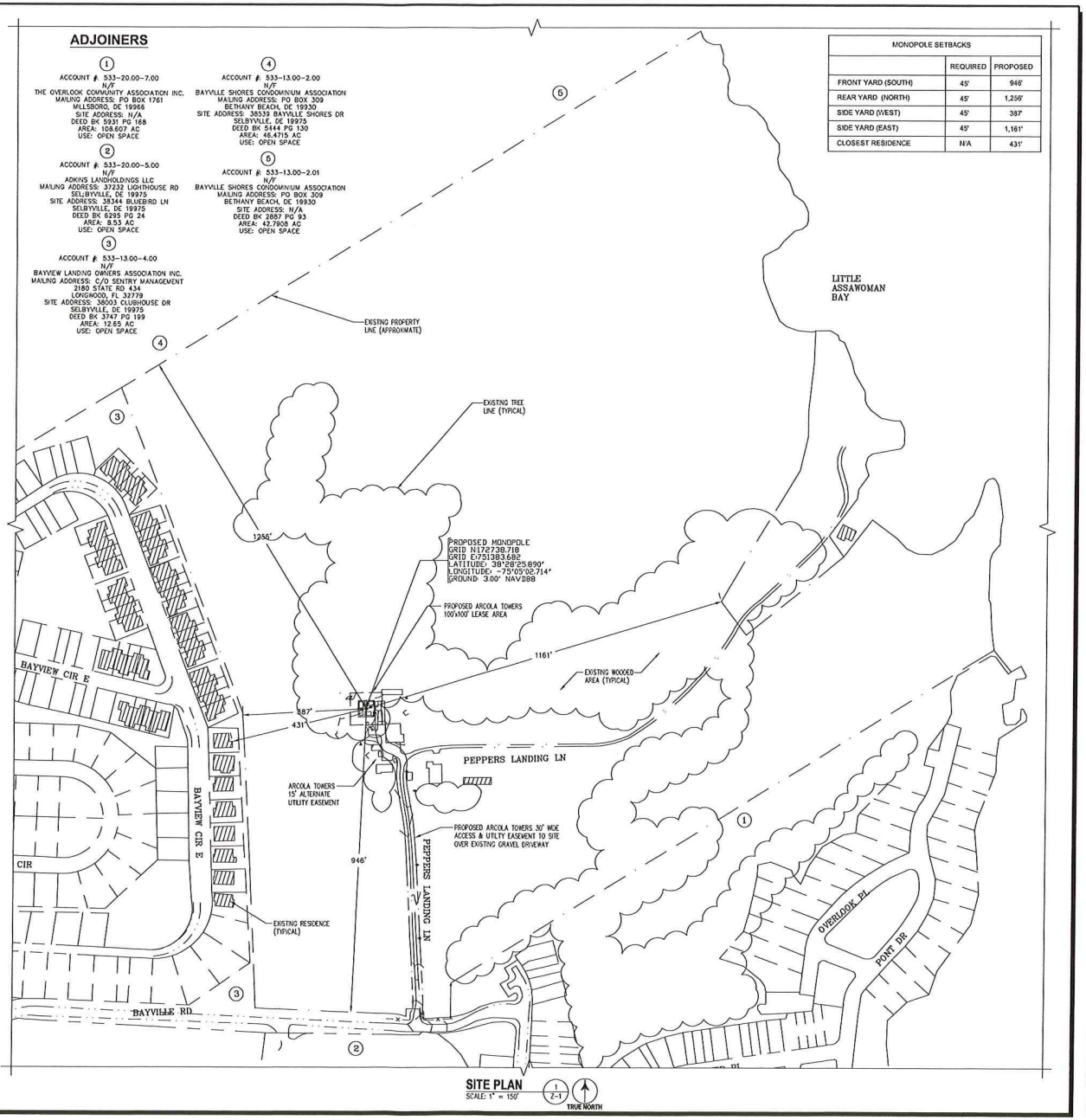
2
ACCOUNT #: 533-20.00-5.00
N/F
ADKINS LANDHOLDINGS LLC
MAILING ADDRESS: 37232 LIGHTHOUSE RD
SELBYVILLE, DE 19975
SITE ADDRESS: 38344 BLUEBIRD LN
SELBYVILLE, DE 19975
DEED BK 6295 PG 24
AREA: 8.53 AC
USE: OPEN SPACE

3
ACCOUNT #: 533-13.00-4.00
N/F
BAYVIEW LANDING OWNERS ASSOCIATION INC.
MAILING ADDRESS: C/O SENTRY MANAGEMENT
2180 STATE RD 434
LONGWOOD, FL 32779
SITE ADDRESS: 38003 CLUBHOUSE DR
SELBYVILLE, DE 19975
DEED BK 3747 PG 199
AREA: 12.65 AC
USE: OPEN SPACE

4
ACCOUNT #: 533-13.00-2.00
N/F
BAYVILLE SHORES CONDOMINIUM ASSOCIATION
MAILING ADDRESS: PO BOX 309
BETHANY BEACH, DE 19930
SITE ADDRESS: 38539 BAYVILLE SHORES DR
SELBYVILLE, DE 19975
DEED BK 5444 PG 130
AREA: 46.4715 AC
USE: OPEN SPACE

5
ACCOUNT #: 533-13.00-2.01
N/F
BAYVILLE SHORES CONDOMINIUM ASSOCIATION
MAILING ADDRESS: PO BOX 309
BETHANY BEACH, DE 19930
SITE ADDRESS: N/A
DEED BK 2887 PG 93
AREA: 42.7908 AC
USE: OPEN SPACE

MONOPOLE SETBACKS		
	REQUIRED	PROPOSED
FRONT YARD (SOUTH)	45'	946'
REAR YARD (NORTH)	45'	1,256'
SIDE YARD (WEST)	45'	387'
SIDE YARD (EAST)	45'	1,161'
CLOSEST RESIDENCE	N/A	431'



SITE PLAN
SCALE: 1" = 150'
1 / Z-1
TRUE NORTH

entrex
communication services, inc.
6100 EXECUTIVE BLVD.
SUITE 430
ROCKVILLE, MD 20852
PHONE: (202) 408-0960

arcola TOWERS
112 N. WASHINGTON ST
SUITE 201
MIDDLEBURG, VA 20117
PHONE: (571) 895 3990

ARCOLA TOWERS SITE
PEPPERS LANDING
38555 PEPPERS LANDING LN
SELBYVILLE
SUSSEX COUNTY, DE 19975

SEAL:



SUBMITTALS

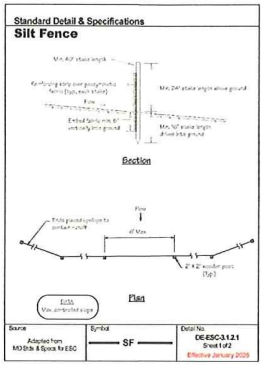
DATE	DESCRIPTION	REV.
08-25-2026	ZONING REVIEW	A
09-02-2026	ZONING	0
09-08-2026	ZONING	1

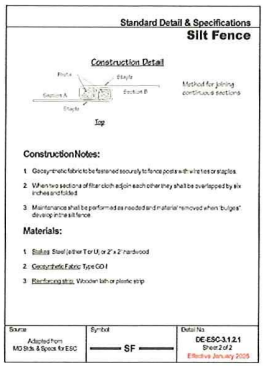
PROJECT NO:	1164.073
DESIGNER:	R.S.
ENGINEER:	C.S.

THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 24"x36"
0 1/2 1
GRAPHIC SCALE IN INCHES

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
Z-1





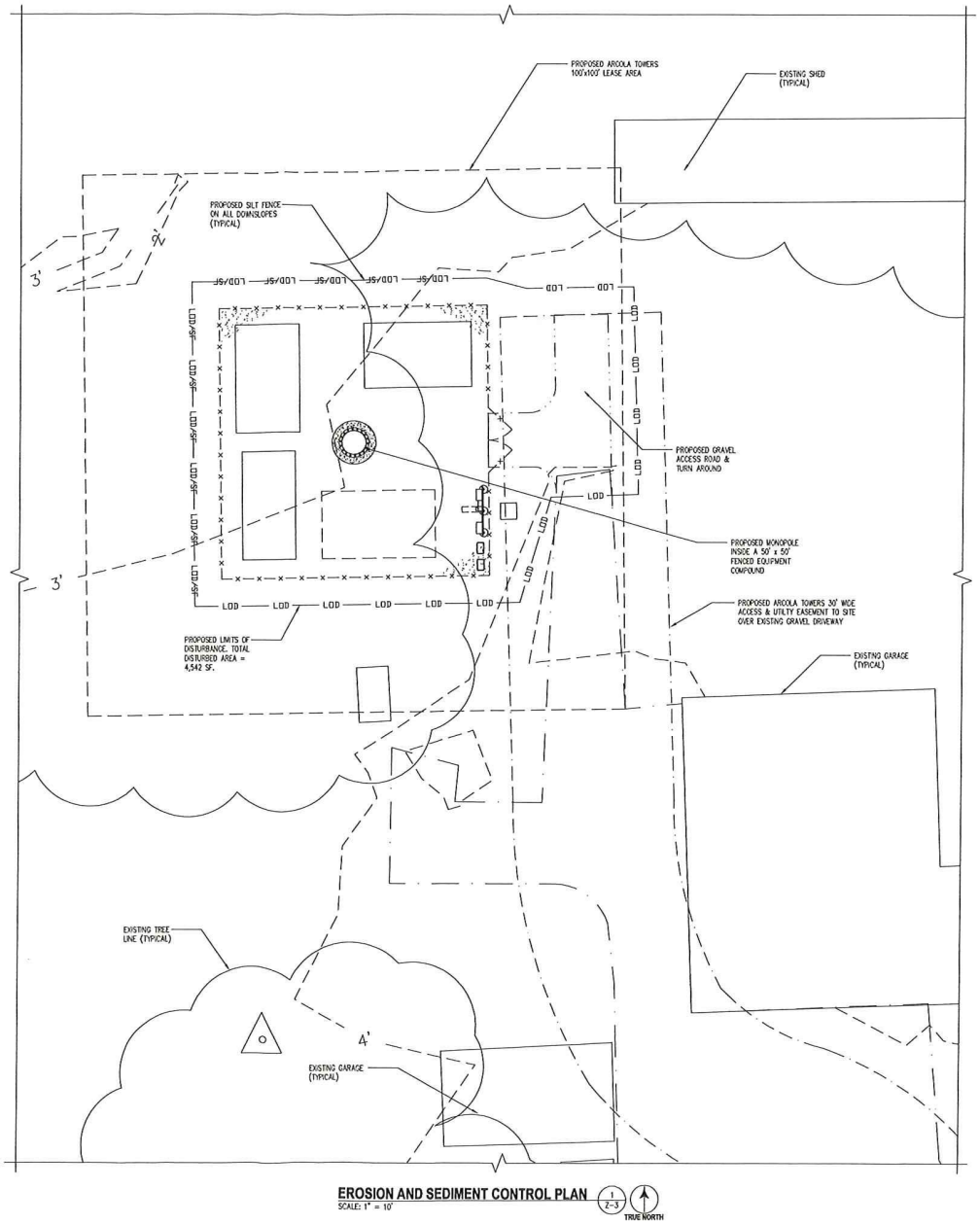
SILT FENCE DETAIL AND NOTES
SCALE: N.T.S. (2 / Z-3)

LINE TYPES

- BOUNDARY LINE – SUBJECT PARCEL
- UNSURVEYED LINE – BOUNDARY OF ADJOINERS
- EASEMENT BOUNDARY
- RIGHT OF WAY BOUNDARY
- EDGE OF ASPHALT
- EDGE OF CONCRETE
- EDGE OF GRAVEL
- CURB
- FENCE LINE – CHAIN
- OVERHEAD UTILITY LINE — OHUL — OHUL — OHUL — OHUL —
- TREE OR VEGETATION LINE

LEGEND

- FOUND PROPERTY CORNER
- UTILITY POLE
- GUY ANCHOR
- SIGN
- LIGHT POLE
- TP — TELEPHONE PEDESTAL
- CULVERT
- INDIVIDUAL TREE – DECIDUOUS
- TRANSFORMER



EROSION AND SEDIMENT CONTROL PLAN
SCALE: 1" = 10' (1 / Z-3) TRUE NORTH

entrex
communication services, inc.
6100 EXECUTIVE BLVD.
SUITE 430
ROCKVILLE, MD 20852
PHONE: (202) 408-0960

arcola TOWERS
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MIDDLEBURG, VA 20117
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38555 PEPPERS LANDING LN
SELBYVILLE
SUSSEX COUNTY, DE 19975

SEAL:



SUBMITTALS

DATE	DESCRIPTION	REV.
08-25-2026	ZONING REVIEW	A
09-02-2026	ZONING	0
09-08-2026	ZONING	1

PROJECT NO:	1164.073
DESIGNER:	R.S.
ENGINEER:	C.S.

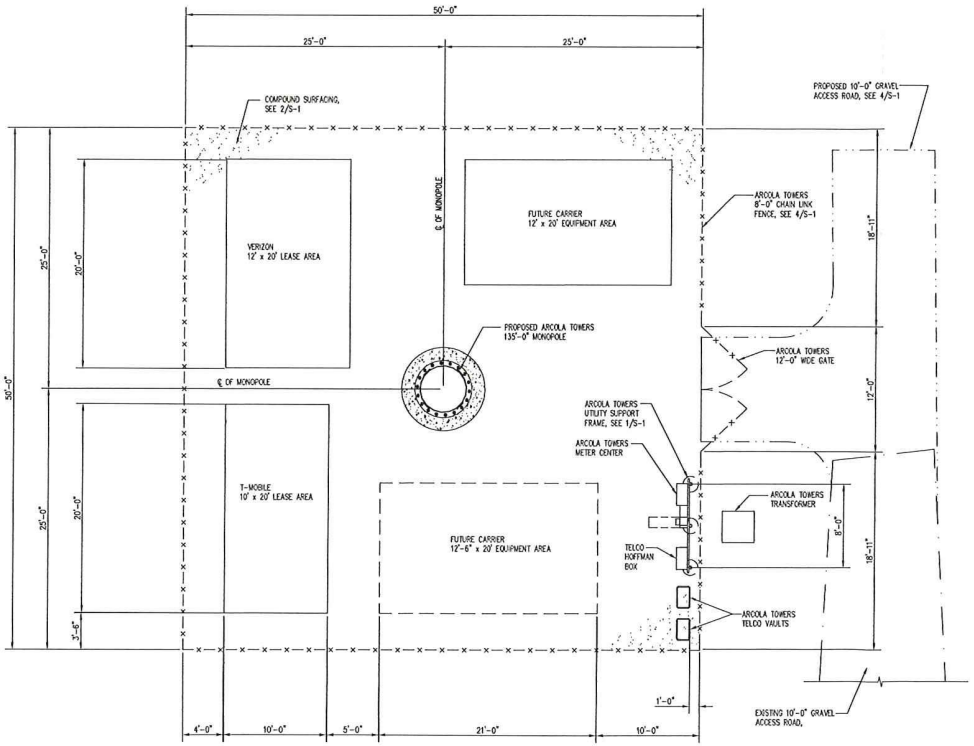
THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 24"x36"
0 1/2 1
GRAPHIC SCALE IN INCHES

SHEET TITLE:

EROSION AND SEDIMENT CONTROL PLAN & DETAILS

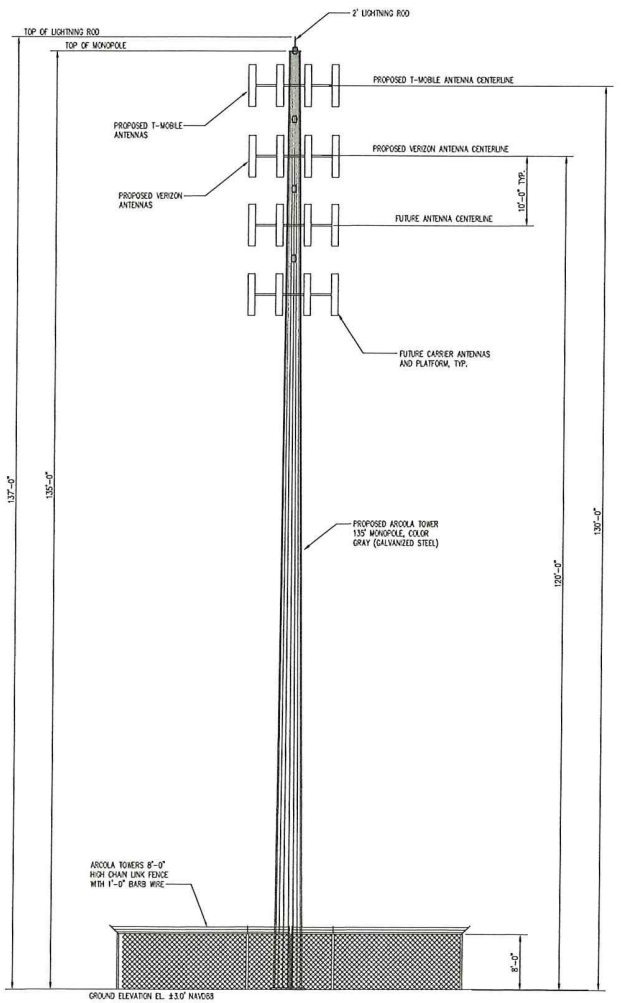
SHEET NUMBER:

Z-3



COMPOUND PLAN
SCALE: 3/16" = 1'-0"
1 / Z-4
TRUE NORTH

NOTES:
1. MONOPOLE IS NOT ILLUMINATED
2. MONOPOLE SHALL BE GALVANIZED STEEL GRAY COLOR



MONOPOLE ELEVATION
SCALE: 1/8" = 1'-0"
2 / Z-4

entrex
communication services, inc.
6100 EXECUTIVE BLVD.
SUITE 430
ROCKVILLE, MD 20852
PHONE: (202) 408-0960

arcola TOWERS
112 N. WASHINGTON ST
SUITE 201
MIDDLEBURG, VA 20117
PHONE: (571) 895 3990

ARCOLA TOWERS SITE
PEPPERS LANDING
38555 PEPPERS LANDING LN
SELBYVILLE
SUSSEX COUNTY, DE 19975

SEAL:



SUBMITTALS

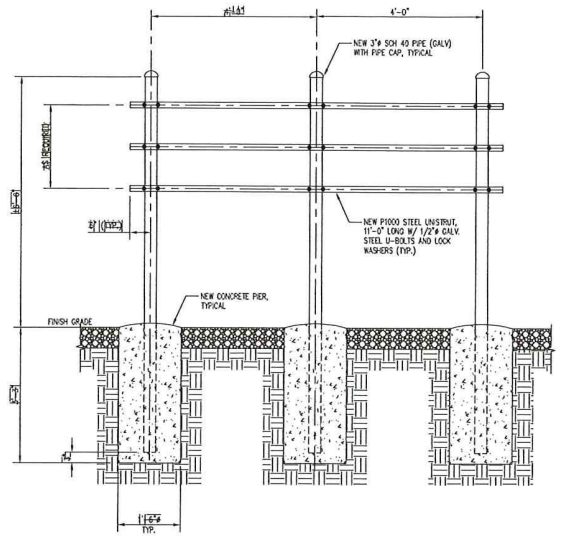
DATE	DESCRIPTION	REV.
08-25-2026	ZONING REVIEW	A
09-02-2026	ZONING	0
09-08-2026	ZONING	1

PROJECT NO:	1164.073
DESIGNER:	R.S.
ENGINEER:	C.S.

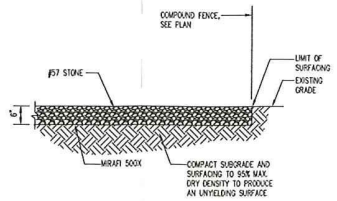
THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 24"x36"
0 1/2 1
GRAPHIC SCALE IN INCHES

SHEET TITLE:
COMPOUND PLAN AND MONOPOLE ELEVATION

SHEET NUMBER:
Z-4

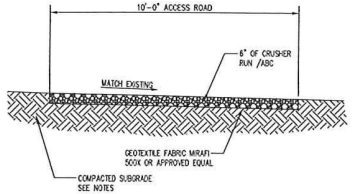


UTILITY FRAME DETAIL (1 / S-1)
SCALE: 3/4"=1'-0"



NOTE:
COMPOUND AREA SHALL BE CLEARED AND GRUBBED. REMOVE UNSUITABLE LOOSE OR SOFT SOIL, ORGANIC MATERIAL OR RUBBLE TO FIRM GRADE. FILL UNDERCUT AND COMPACT UP TO 6" BELOW FINISH GRADE. PLACE A MIRAFI 500X SOIL STABILIZATION FABRIC ON SUBGRADE. FILL WITH 6" OF AASHTO 57 STONE TO FINISH GRADE.

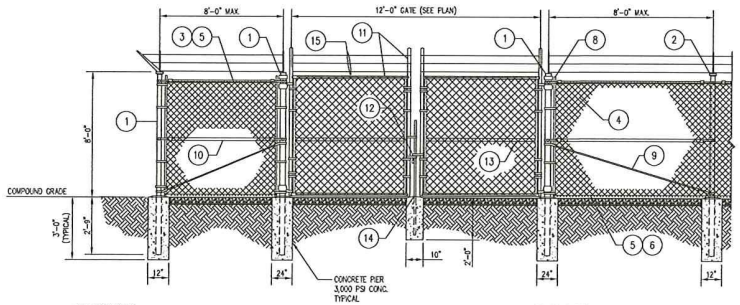
COMPOUND SURFACING DETAIL (2 / S-1)
SCALE: 1"=1'-0"



ACCESS ROAD – VDOT #104 PRIVATE ENTRANCE
FILL, UNDERCUT AND COMPACT TEMPORARY ACCESS ROAD UP TO 8" BELOW FINISH GRADE. PLACE MIRAFI 500X STABILIZATION FABRIC ON SUBGRADE. PULL TIGHT AND STAKE IN PLACE. PLACE AND COMPACT 6" DEPTH OF CRUSHER RUN/ABC TO FINISH GRADE

COMPACTION NOTES:
1. SURFACE COURSE AND BASE COURSE SHALL BE COMPACTED TO 95% MAX. DRY DENSITY STANDARD PROCTOR.
2. SUBGRADE SOIL SHALL BE COMPACTED TO 95% MAX. DRY DENSITY STANDARD PROCTOR.

GRAVEL ACCESS ROAD DETAIL (3 / S-1)
SCALE: N.T.S.



REFERENCE NOTES:
1. CORNER, END OR PULL POST: 3" NOMINAL SCHEDULE 40 PIPE. GATE POST: 4" NOMINAL SCHEDULE 40 PIPE.
2. LINE POST: 2" SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C.
3. TOP RAIL & BRACE RAIL: 1 1/2" PIPE, PER ASTM-F1083.
4. FABRIC: 9 GA COPE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
5. TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX. 24" INTERVALS.
6. TENSION WIRE: 9 GA. GALVANIZED STEEL.
7. PRIVACY SLATS (IF SPECIFIED)
8. STRETCHER BAR.
9. 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
10. FENCE CORNER POST BRACE: 1 5/8" DIA. EACH CORNER EACH WAY.
11. GATE FRAME: 1 1/2" PIPE, PER ASTM-F1083.
12. STAKE MULTI-LOCKING DEVICE BY MILESTONE
13. GATE FRAME BRACE: 1 5/8" DIAMETER.
14. CENTER GATE STOP
15. BARBED WIRE: DOUBLE STRAND 12.5 GUAGE GALV. TWISTED STEEL WIRE WITH 4 PT. 14 GUAGE BARBS SPACED APPROXIMATELY 5" ON CENTER.

GENERAL NOTES:
1. INSTALL FENCING PER ASTM F-567
2. INSTALL SWING GATES PER ASTM F-900
3. FENCE PIPE AND COMPONENTS SHALL BE GALVANIZED.
4. GATE FRAMES SHALL BE WELDED. WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
5. POSTS SHALL HAVE END-CAPS.
6. GATES SHALL HAVE LOCKING HARDWARE.
7. PROVIDE GATE STOPS TO SECURE GATES IN OPEN POSITION.

FENCE AND GATE ELEVATION (4 / S-1)
SCALE: N.T.S.

WHITE BACK GROUND W/ BLACK LETTERING

arcola TOWERS

IN CASE OF EMERGENCY
CALL: XXX-XXX-XXXX
SITE: GIRDLETREE
FCC NO. XXXXXXX
LEASING: XXX-XXX-XXXX

MARKETING / ID SIGN (5 / S-1)
SCALE: N.T.S.

NOTICE

ALL PERSONNEL SHOULD HAVE ELECTROMAGNETIC ENERGY (EME) AWARENESS TRAINING.
ALL PERSONNEL ENTERING THIS SITE SHOULD BE AUTHORIZED.
OBEY ALL POSTED SIGNS.
ASSUME ALL ANTENNAS ARE ACTIVE
BEFORE WORKING ON ANTENNAS, NOTIFY OWNERS AND DISABLE APPROPRIATE TRANSMITTERS.
MAINTAIN MINIMUM 3 FEET CLEARANCE FROM ALL ANTENNAS.
DO NOT STOP IN FRONT OF ANTENNAS.
USE PERSONAL RF MONITORS WHILE WORKING NEAR ANTENNAS.
NEVER OPERATE TRANSMITTERS WITHOUT SHIELDS DURING NORMAL OPERATION.
DO NOT OPERATE BASE STATION ANTENNAS IN EQUIPMENT ROOM.

ORANGE BACK GROUND W/ BLACK LETTERING 12"W x 18"H

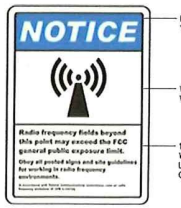
RF NOTICE SIGN 2 (6 / S-1)
SCALE: N.T.S.

WHITE BACKGROUND W/ RED LETTERING 18"H x 24" W

NO TRESPASSING

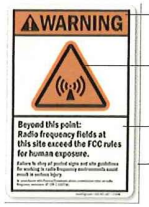
VIOLATORS WILL BE PROSECUTED

NO TRESSPASSING SIGN (7 / S-1)
SCALE: N.T.S.



BLUE BACKGROUND W/ WHITE LETTERING
WHITE BACKGROUND W/ BLACK LETTERING
12"W X 18"H W/ BLACK LETTERING LOCATE ON FRONT OF GATE

RF NOTICE SIGN (8 / S-1)
SCALE: N.T.S.



ORANGE BACKGROUND W/ BLACK LETTERING
ORANGE BACKGROUND W/ BLACK LETTERING
WHITE BACKGROUND W/ BLACK LETTERING
12"W X 18"H LOCATE AT BASE OF TOWER

RF WARNING SIGN (9 / S-1)
SCALE: N.T.S.

entrex communication services, inc.
6100 EXECUTIVE BLVD.
SUITE 430
ROCKVILLE, MD 20852
PHONE: (202) 408-0960

arcola TOWERS
112 N. WASHINGTON ST
SUITE 201
MIDDLEBURG, VA 20117
PHONE: (571) 895 3990

ARCOLA TOWERS SITE
PEPPERS LANDING
38555 PEPPERS LANDING LN
SELBYVILLE
SUSSEX COUNTY, DE 19975

SEAL:



SUBMITTALS

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09-02-2026	ZONING	0
09-08-2026	ZONING	1

PROJECT NO: 1164.073
DESIGNER: R.S.
ENGINEER: C.S.
THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 24"X36"
0 1/2 1
GRAPHIC SCALE IN INCHES

SHEET TITLE:
SITE AND SIGNAGE DETAILS

SHEET NUMBER:
S-1

Richard J. Lemanowicz
716 North Bethlehem Pike
Suite 201
Lower Gwynedd, PA 19002

September 29, 2026

VIA FEDERAL EXPRESS:

Sussex County Council
Planning and Zoning
2 The Circle
P.O. Box 417
Georgetown, DE 19947

RE: Application to the Zoning Board of Adjustment of Sussex County
Premises: 38555 Peppers Landing Road, Sussex County

Dear Sir or Madam:

Enclosed please find the Application of Arcola Peppers Landing LLC to the Board of Adjustment of Sussex County with regard to the above-mentioned property. The following are being submitted in support of the Application:

1. Three (3) copies of the completed Zoning Board of Adjustment Application;
2. Three (3) sets of the Site Plans;
3. Three (3) copies of the Property Owner's Letter of Authorization;
4. Three (3) sets of Radio Frequency Propagation Maps;
5. Three (3) copies of the Radio Frequency Certification of Purpose Letter; and,
6. A check in the amount of $500.00 to cover the Application filing fee.

Should you have any questions or require additional information, please contact my office at 267-544-9903.

Very Truly Yours,
/s/ *Richard J. Lemanowicz*
Richard J. Lemanowicz

Enclosures

RECEIVED
SEP 30 2026
SUSSEX COUNTY
PLANNING & ZONING

Sussex County Government
Treasury
2 The Circle, PO Box 601
Georgetown, DE 19947

10/01/2026 02:22PM Lindsay B
Receipt Number: 001345782
33031999-0024

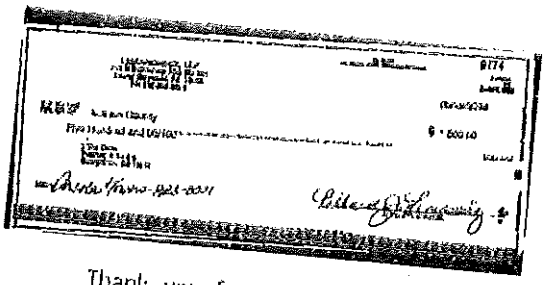
PERMITS / INSPECTIONS
2026 202613463|2020 $500.00

Subtotal $500.00
Total $500.00
$500.00

Tenders
CHECK
Check Number009174 $500.00

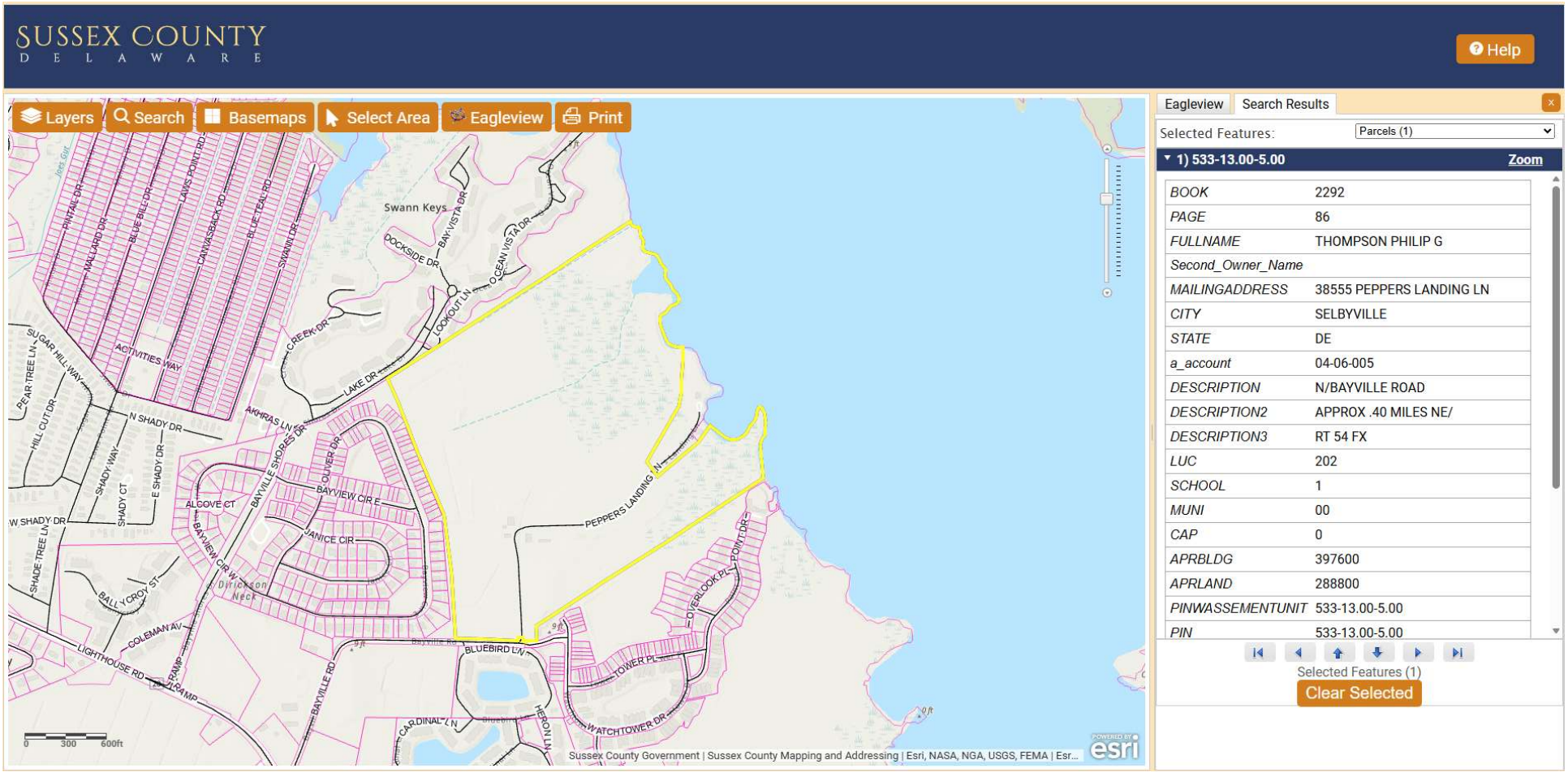
Change due $0.00

Paid by: Lemanowicz LLP



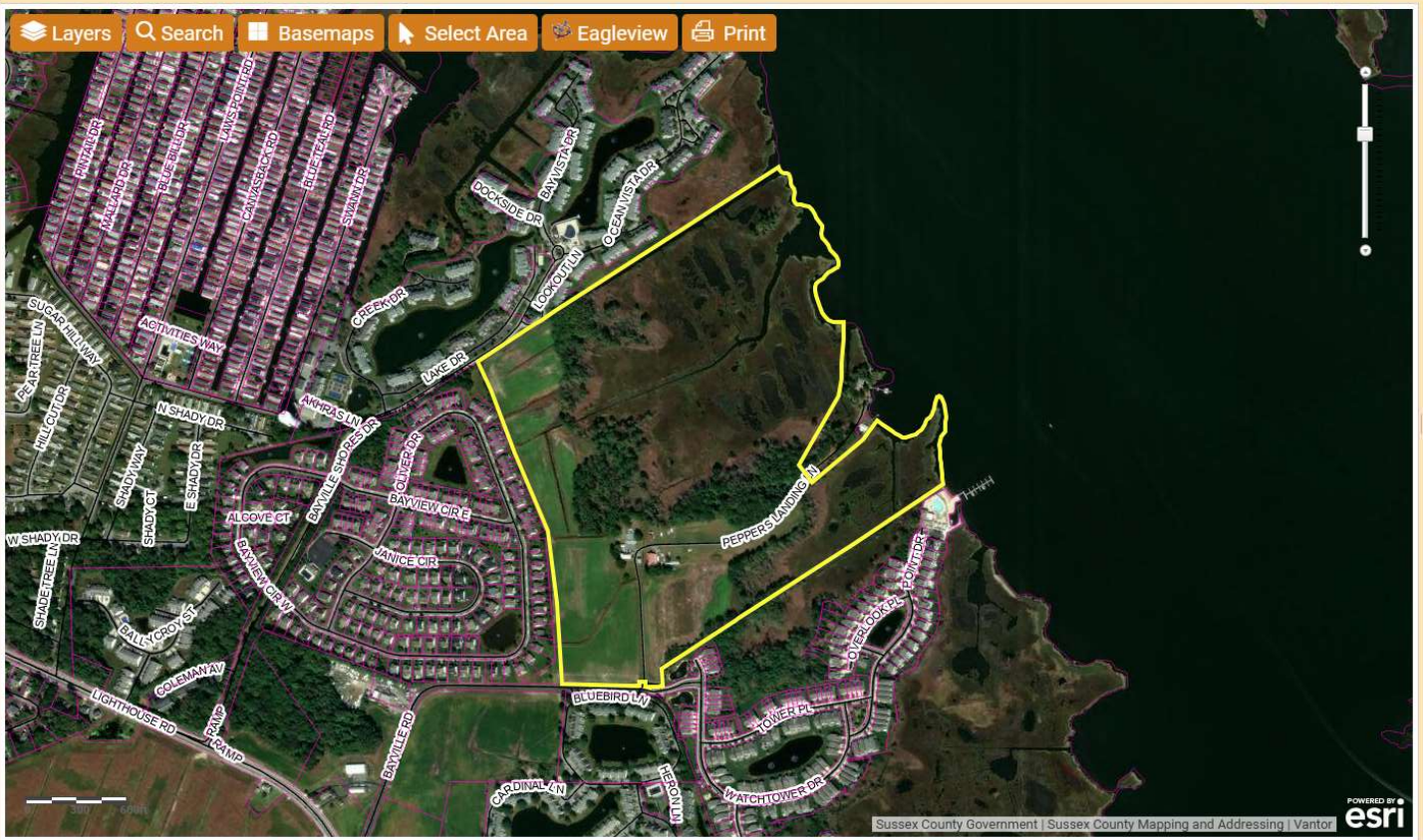
Thank you for your payment.

CUSTOMER COPY


SUSSEX COUNTY
DELAWARE
Help
Layers
Search
Basemaps
Select Area
Eagleview
Print
Swann Keys
DOCKSIDE DR
BAY VISTA DR
OCEAN VISTA DR
LOOKOUT LN
CREEK DR
LAKE DR
ACTIVITIES WAY
SUGAR HILL WAY
PEAR TREE LN
HILL CUT DR
N SHADY DR
AKHRAS LN
BAYVILLE SHORES DR
OLIVER DR
SHADY WAY
SHADY CT
E SHADY DR
W SHADY DR
ALCOVE CT
BAYVIEW CIR E
BAYVIEW CIR W
JANICE CIR
PEPPERS LANDING LN
SHADE TREE LN
BALLYCROY ST
COLEMAN AV
LIGHTHOUSE RD
RAMP
BAYVILLE RD
BLUEBIRD LN
CARDINAL LN
HERON LN
TOWER PL
WATCHTOWER DR
OVERLOOK PL
POINT DR
0
300
600ft
Sussex County Government | Sussex County Mapping and Addressing | Esri, NASA, NGA, USGS, FEMA | Esr...
esri
Eagleview
Search Results
Selected Features:
Parcels (1)
1) 533-13.00-5.00
Zoom
BOOK 2292
PAGE 86
FULLNAME THOMPSON PHILIP G
Second_Owner_Name
MAILINGADDRESS 38555 PEPPERS LANDING LN
CITY SELBYVILLE
STATE DE
a_account 04-06-005
DESCRIPTION N/BAYVILLE ROAD
DESCRIPTION2 APPROX .40 MILES NE/
DESCRIPTION3 RT 54 FX
LUC 202
SCHOOL 1
MUNI 00
CAP 0
APRBLDG 397600
APRLAND 288800
PINWASSEMENTUNIT 533-13.00-5.00
PIN 533-13.00-5.00
Selected Features (1)
Clear Selected

SUSSEX COUNTY
DELAWARE

Help



Eagleview | Search Results

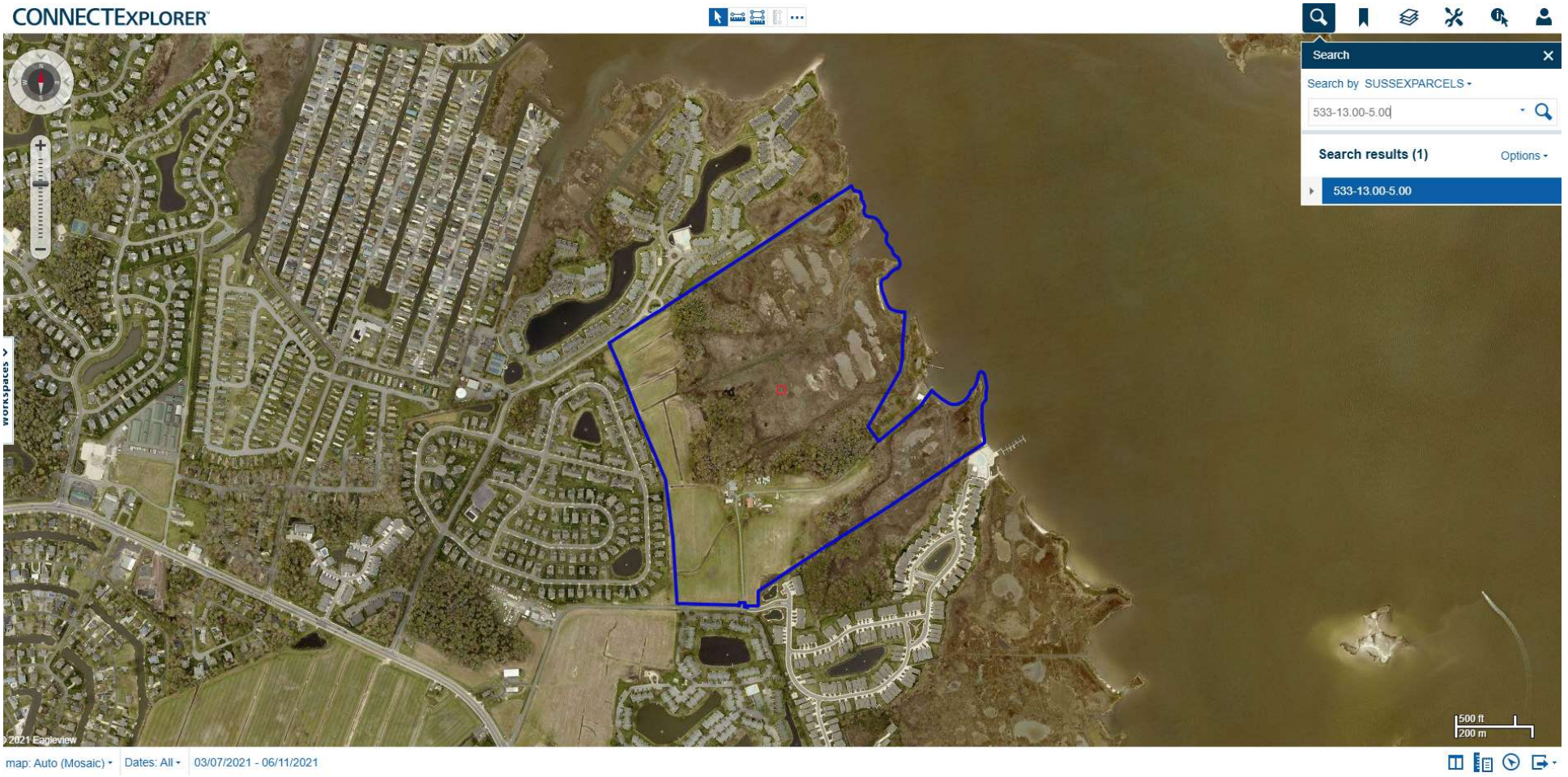
Selected Features: Parcels (1)

1) 533-13.00-5.00 Zoom

BOOK	2292
PAGE	86
FULLNAME	THOMPSON PHILIP G
Second_Owner_Name	
MAILINGADDRESS	38555 PEPPERS LANDING LN
CITY	SELBYVILLE
STATE	DE
a_account	04-06-005
DESCRIPTION	N/BAYVILLE ROAD
DESCRIPTION2	APPROX .40 MILES NE/
DESCRIPTION3	RT 54 FX
LUC	202
SCHOOL	1
MUNI	00
CAP	0
APRBLDG	397600
APRLAND	288800
PINWASSEMENTUNIT	533-13.00-5.00
PIN	533-13.00-5.00

Selected Features (1)

Clear Selected


CONNECTEXPLORER
Search
Search by SUSSEXPARCELS
533-13.00-5.00
Search results (1)
Options
533-13.00-5.00
workspaces
© 2021 Eagleview
500 ft
200 m
map: Auto (Mosaic)
Dates: All
03/07/2021 - 06/11/2021

Criteria for a Variance: (Please provide a written statement regarding each criteria).

*You shall demonstrate to the Board of Adjustment that the property meets **all** of the following criteria for a Variance to be granted.*

In granting any variance the Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of the Zoning Ordinance or Code. The Board is empowered in no case, however, to grant a variance in the use of land or structures thereon.

1. Uniqueness of property:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

N/A

2. Cannot otherwise be developed:

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

N/A

3. Not created by the applicant:

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

N/A

4. Will not alter the essential character of the neighborhood:

That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use of development of adjacent property, nor be detrimental to the public welfare.

N/A

5. Minimum variance:

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

N/A

Criteria for a Special Use Exception: (Please provide a written statement regarding each criteria)

*You shall demonstrate to the Board of Adjustment that the property meets **all** of the following criteria for a Special Use Exception to be granted.*

1. Such exception will not substantially affect adversely the uses of adjacent and neighboring property.

See attached Memorandum in Support of Application.

2. Any other requirements which apply to a specific type of special use exception as required by the Sussex County Code. (Ex. Time limitations – 5 year maximum)

See attached Memorandum in Support of Application.

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

Check List for Applications

The following shall be submitted with the application

- [x] • **Completed Application**
- [ ] • **Provide a survey of the property** (Variance)
  - Survey shall show the location of building(s), building setbacks, stairs, deck, etc.
  - Survey shall show distances from property lines to buildings, stairs, deck, etc.
  - Survey shall be signed and sealed by a Licensed Surveyor.
- [x] • **Provide a Site Plan or survey of the property** (Special Use Exception)
- [x] • **Provide relevant Application Fee (please refer to fees effective July 1, 2022)**
- [x] • **Provide written response to criteria for Variance or Special Use Exception** (may be on a separate document if not enough room on the form)
- [ ] • **Copy of Receipt (staff)**
- [x] • **Optional - Additional information for the Board to consider** (ex. photos, letters from neighbors, etc.)
- [ ] • **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 Hearing for the application.**

Please be advised that the decision of the Board of Adjustment is only final when the written decision is filed with the Board's secretary. To determine whether the written decision has been filed, you may call the Planning & Zoning Department at 302-855-7878. The written decision is generally completed within thirty (30) to sixty (60) days following the Board's vote on the application or appeal. Please include the case number when calling about the decision.

Please be advised that any action taken in reliance of the Board's decision prior to the filing of the written decision and the expiration of any applicable appeal period is taken at the Property Owner's Risk.

The undersigned acknowledges that that he or she has read the application completely and that if the appellant / applicant is unable to convince the Board that the standards for granting relief have been met, the appeal / application will be denied.

Signature of Owner/Agent/Attorney

Richard J. Lemanowicz Digitally signed by Richard J. Lemanowicz Date: 2026.09.29 13:42:24 -04'00' Date: 9/29/26

For office use only:

Date Submitted: _____ Fee: Check #: _____

Staff accepting application: _____ Application & Case #: _____

Location of property: _____

Subdivision: _____ Lot#: _____ Block#: _____

Date of Hearing: _____ Decision of Board: _____

In re:	**COUNTY OF SUSSEX**
Special Use Exception Application of Arcola Peppers Landing LLC	**BOARD OF ADJUSTMENT**
	SUSSEX COUNTY, DELAWARE
For the Real Property Located at:	**September 29, 2026**
38555 Peppers Landing Lane Selbyville, DE 19975	**Application No.:**
Tax Map No.: 533-13.00-5.00	

MEMORANDUM IN SUPPORT OF BOARD OF ADJUSTMENT APPLICATION

Arcola Peppers Landing LLC, hereinafter the Applicant, hereby submits an application to construct and operate a commercial communications tower and antennas on the real property located at 38555 Peppers Landing Lane, Selbyville, Delaware.

The subject real property is located within the jurisdictional boundaries of Sussex County, Delaware and is shown as parcel number 533-13.00-5.00 on the current tax maps for Sussex County. Phillip G. Thompson is the record owner of the property, and the property is approximately 190.70 acres in area. The Applicant leased a 100' by 100' area, together with the right of ingress and egress, from the Owner for construction and operation of the proposed facility.

The Applicant's proposed facility includes the following: one (1) monopole; two (2) sets of communication antennas; concrete equipment pads; equipment cabinets; utility cabinets; utility meters; a gravel access road with a parking and turn around area; and chain link security fencing. The proposed monopole will be constructed of galvanized steel and 135' tall. There will be a 2' lightning rod attached to the top of the monopole. The proposed antenna for T-Mobile will be attached to the monopole at a centerline elevation of 130', and the proposed antenna for Verizon will be attached to the monopole at a centerline elevation of 120'. The proposed antennas will not extend above the height of the monopole. Equipment cabinets for the operation of the T-Mobile antennas and the Verizon antennas will be placed on concrete pads on the ground adjacent to the monopole. The monopole, the equipment cabinets, and all required utility cabinets will be located with a 50' by 50' area and enclosed by a chain link security fence. The proposed tower is capable of accommodating additional antennas.

The proposed communications facility will be occupied by two (2) federally licensed wireless communications service providers. The proposed facility is necessary to address an existing coverage deficiency in the Selbyville, Delaware area, where the existing wireless network does not provide the level of reliable coverage and service needed for the surrounding

communities. The nearest existing wireless site is approximately 1.4 miles from the proposed location; however, the identified poor-coverage area extends more than two miles from that site and cannot be adequately served by the existing network. There is no existing site in the immediate area that can be modified or upgraded to resolve this coverage deficiency, and construction of the proposed new facility is therefore necessary. Utilizing licensed spectrum and current 5G technology, the proposed facility will provide new and improved wireless coverage, additional network capacity, and significantly improved data speeds throughout the surrounding area, including the residential communities in and around Mallard Lakes, Tubbs Cove, and Bayville. In addition to improved mobile voice and data service, the enhanced coverage is expected to expand the availability of 5G home internet service as an additional broadband option for qualifying residences. Constructing and operating the proposed facility on the subject property will resolve the coverage deficiency in the subject area and improve connectivity for residents, businesses, visitors, and motorists throughout the surrounding community.

The subject property is located within an AR-1 Agricultural Zoning District. According to section 115-23(C)(14) of the Zoning Ordinance of Sussex County, hereinafter the Ordinance, a commercial communication tower is permitted in the AR-1 district by a Special Use Exception.

The proposed use satisfies the criteria for a Special Use Exception set forth in the Board of Adjustment Application, and the Applicant briefly addresses the first two criteria as follows:

1. The exception will not substantially affect adversely the uses of adjacent and neighboring property. The proposed facility is an unmanned, passive structure that will occupy only a 100' by 100' leased area within a large agricultural parcel of approximately 190.70 acres. The monopole and associated equipment will be substantially set back from the property lines and will be enclosed by a security fence. The facility will not generate traffic, noise, odor, glare, or emissions beyond occasional, periodic maintenance visits, and it will comply with all applicable Federal Communications Commission radio-frequency exposure limits. The single galvanized steel monopole is designed to accommodate the colocation of additional carriers, thereby minimizing the need for additional towers in the area. The surrounding properties are located within the same AR-1 Agricultural District, and the proposed use is consistent with the agricultural and open character of the neighborhood. For these reasons, the proposed Special Use Exception will not substantially and adversely affect the uses of adjacent and neighboring property. This conclusion is consistent with the Board's prior grant of a special use exception for a communications tower in Case No. 10710, in which the Board found no adverse effect on neighboring properties.

2. The proposed facility satisfies any other requirements applicable to this type of special use exception under the Sussex County Code. The proposed communications facility is designed and will be constructed to comply with the technical and dimensional requirements of the Ordinance applicable to commercial communication towers, including requirements governing height, setback, fencing, and safety. The facility is designed to accommodate colocation as encouraged by the Ordinance. The Applicant acknowledges that the Board may attach reasonable conditions and safeguards to any approval, including any applicable time limitation.

Therefore, in order to construct and operate the proposed facility on the subject real property, the Applicant hereby requests the following relief from Sussex County's Board of Adjustment:

1. A special use exception in accordance with section 115-194.2 and 115-23(C)(14) of the Ordinance to allow construction and operation of the proposed facility in an AR-1 zoning district.
2. All additional relief from the terms of the Ordinance, including, but not limited to any approvals, certifications or waivers as may be deemed necessary or required to develop the subject property as proposed by the Application and all supporting documentation.

The Applicant hereby requests that the required public hearing on this Application be placed on the next available agenda of the Sussex County Board of Adjustment.

Respectfully Submitted,

By: /s/ *Richard J. Lemanowicz*
Richard J. Lemanowicz
On behalf of Arcola Peppers Landing LLC

Date: September 29, 2026

PROPERTY OWNER LETTER OF AUTHORIZATION

Property: **38555 Peppers Landing Lane, Selbyville, Sussex County, Delaware 19975**
Parcel ID: **533-13.00-5.01**

Dear Sir or Madam:

I, Phillip G. Thompson ("Owner" or "Lessor"), am the owner of that certain parcel of land located in Selbyville, Sussex County, Delaware, identified as Tax Parcel Number 533-13.00-5.00. The property is commonly known as 38555 Peppers Landing Lane, Selbyville, Sussex County, Delaware 19975.

Owner and Arcola Peppers Landing LLC, a Delaware limited liability company ("Lessee"), are parties to that certain Ground Lease Agreement dated August 16, 2026 (the "Ground Lease Agreement"), for a portion of the above-referenced property, for purposes that include the construction and operation of a wireless communications facility and related improvements (the "Tower").

Pursuant to and consistent with the provisions of the Ground Lease Agreement, Owner hereby authorizes and empowers Lessee, together with its authorized representatives, agents, attorneys, consultants, engineers, and contractors, to take the following actions:

1. Prepare, sign, and file applications ("Applications") with Sussex County for all zoning, planning, development, construction or similar permits and approvals (collectively, "Approvals") required for development and operation of the Tower on the subject property;
2. Advance the Applications and any related or supporting submittals, revisions, and responses through staff review and public hearings;
3. Attend, present at, and participate in meetings and hearings before Sussex County staff, the Board of Adjustment, and any other pertinent County bodies concerning the Applications;
4. Communicate and confer with Sussex County personnel, officials, and the Board of Adjustment regarding the Applications and receive all related correspondence and notices; and,
5. Obtain determinations and decisions from Sussex County and the Board of Adjustment related to all Applications and Approvals.

Sincerely,

Owner: Phillip G. Thompson

By: _____
Signature

Phillip G. Thompson
Print

Date: 9.28.2026

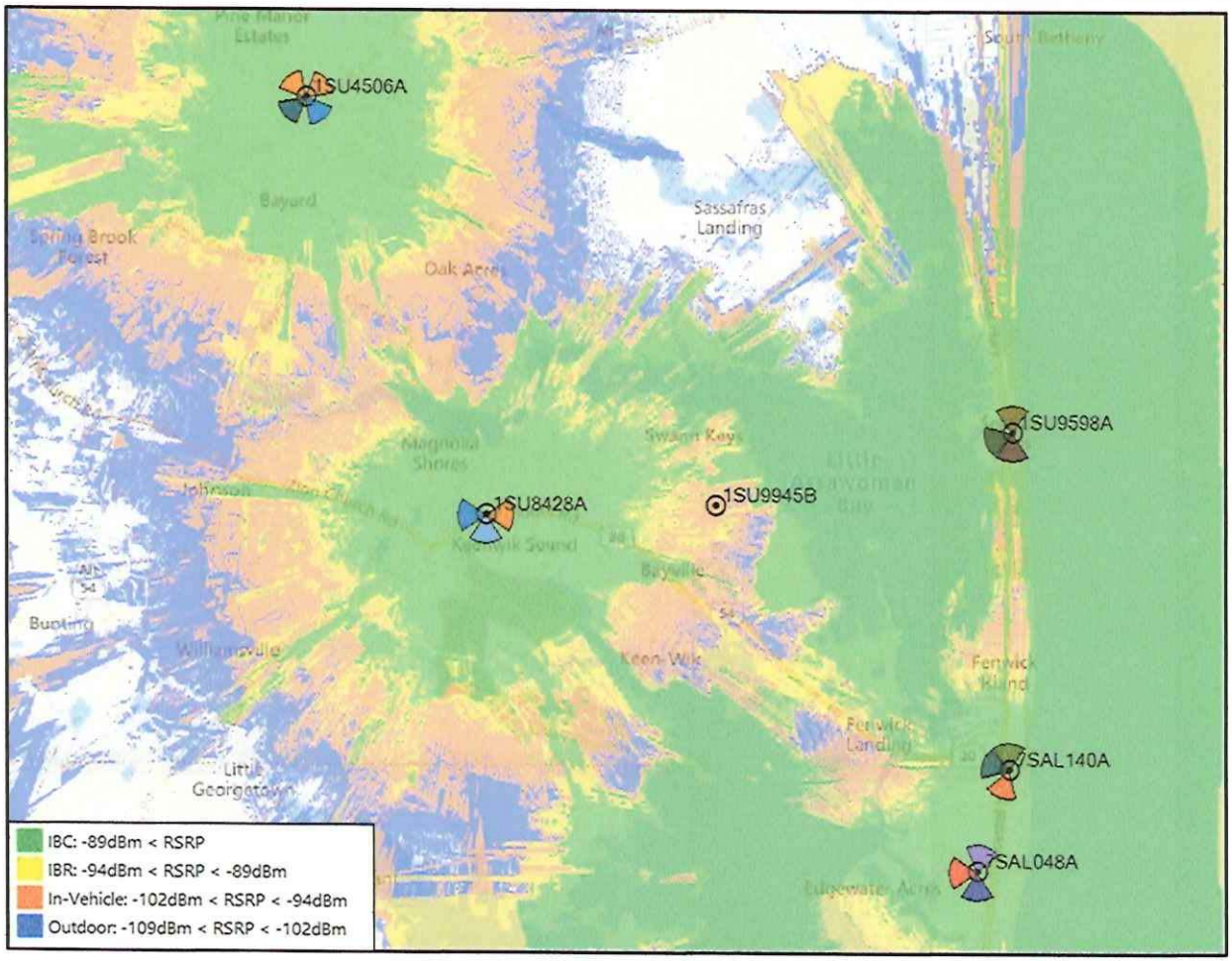
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SEP 30 2026

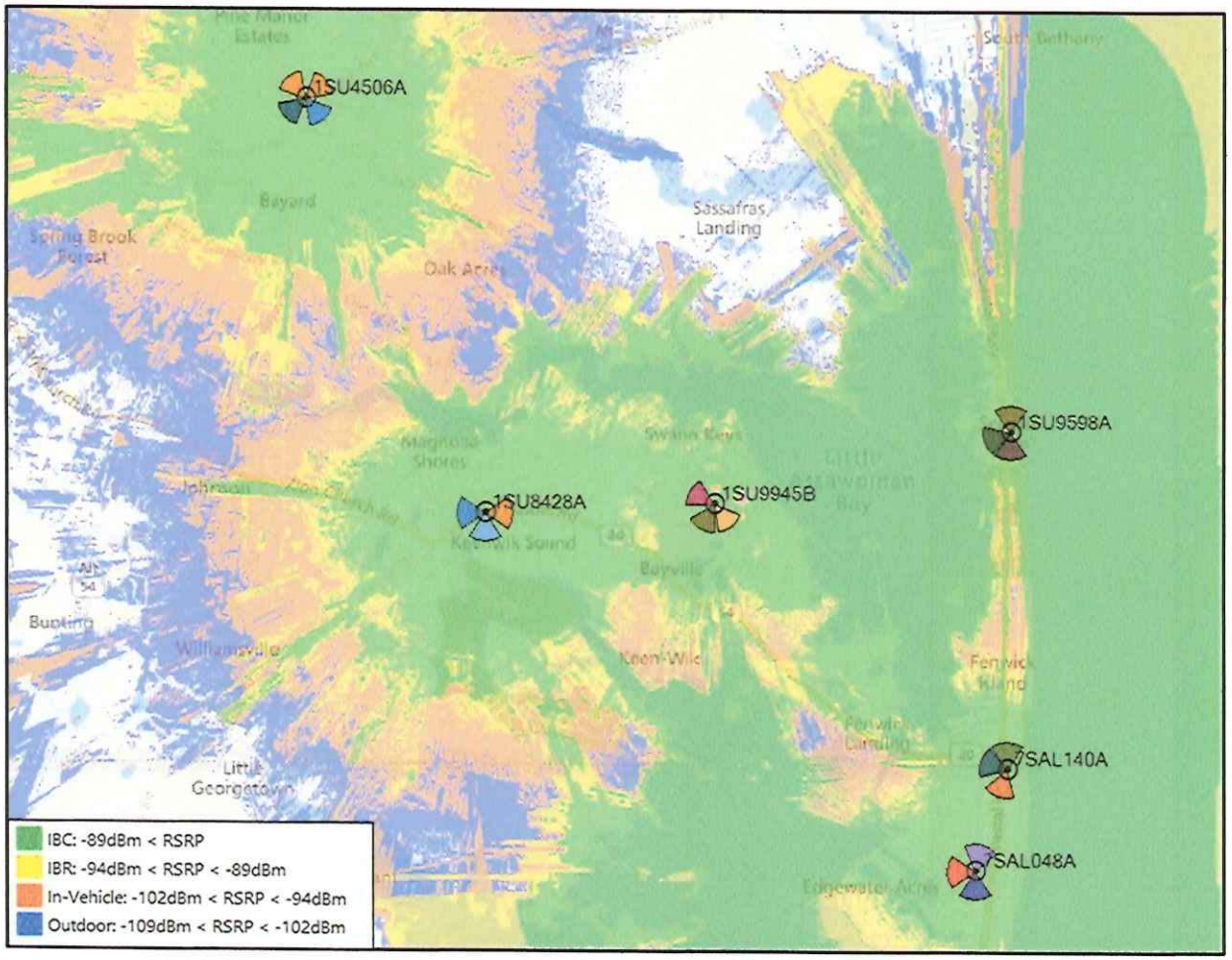
SUSSEX COUNTY
PLANNING & ZONING


2026 SJP
Region: Northeast
Market: PHILADELPHIA PA
Site ID: 1SU9945B
Submission Date: 9/21/2026

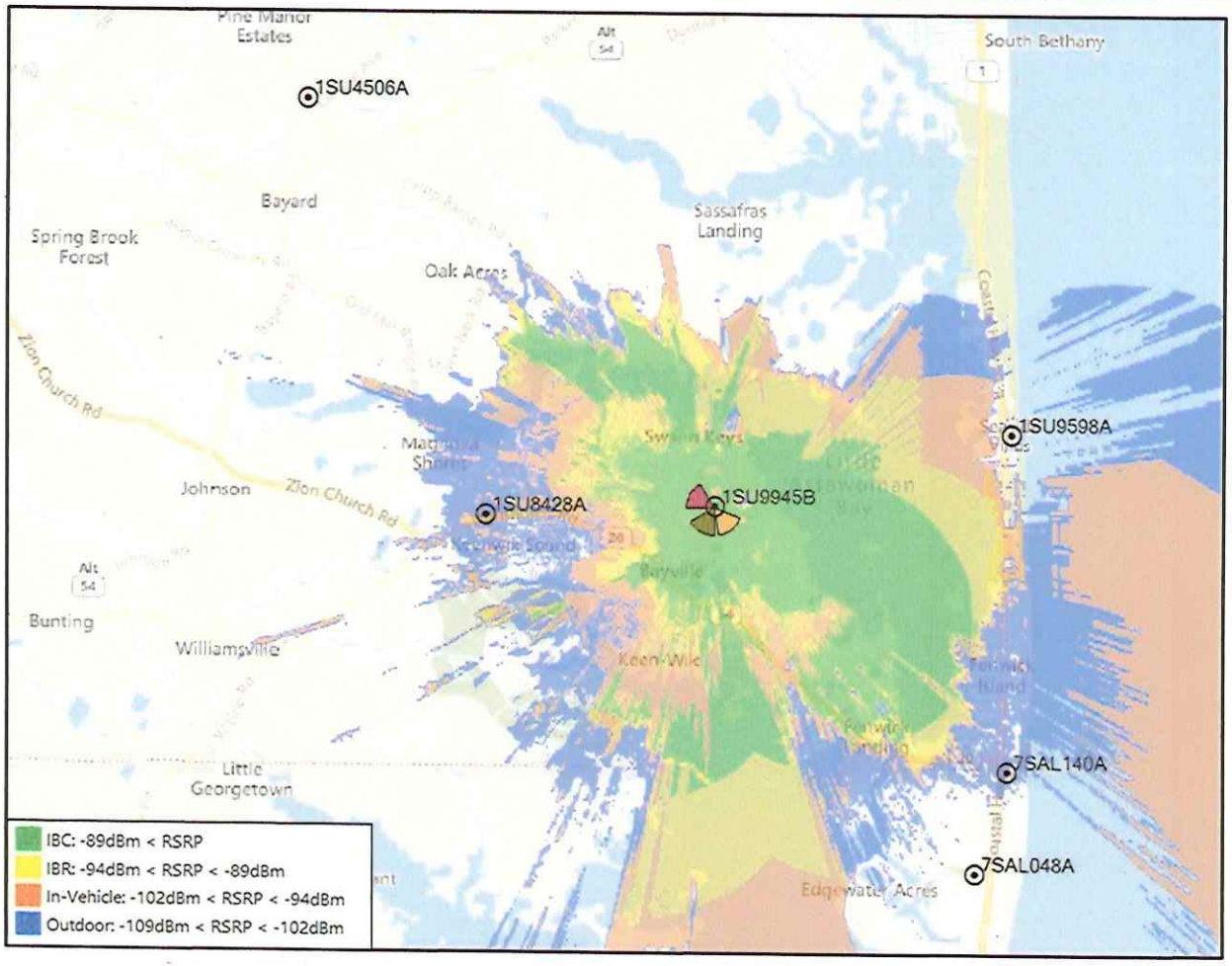
Coverage without 1SU9945B(N1900)



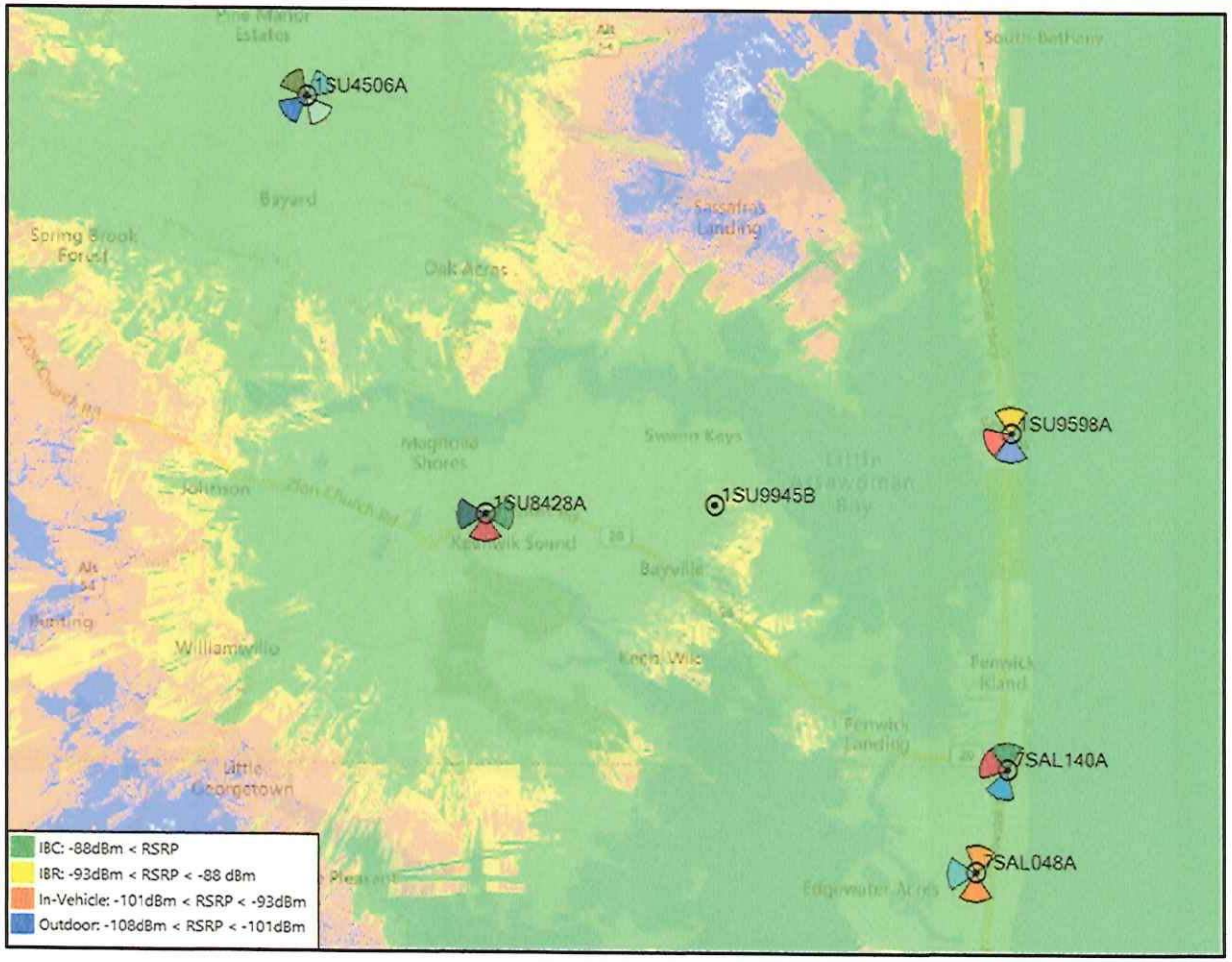
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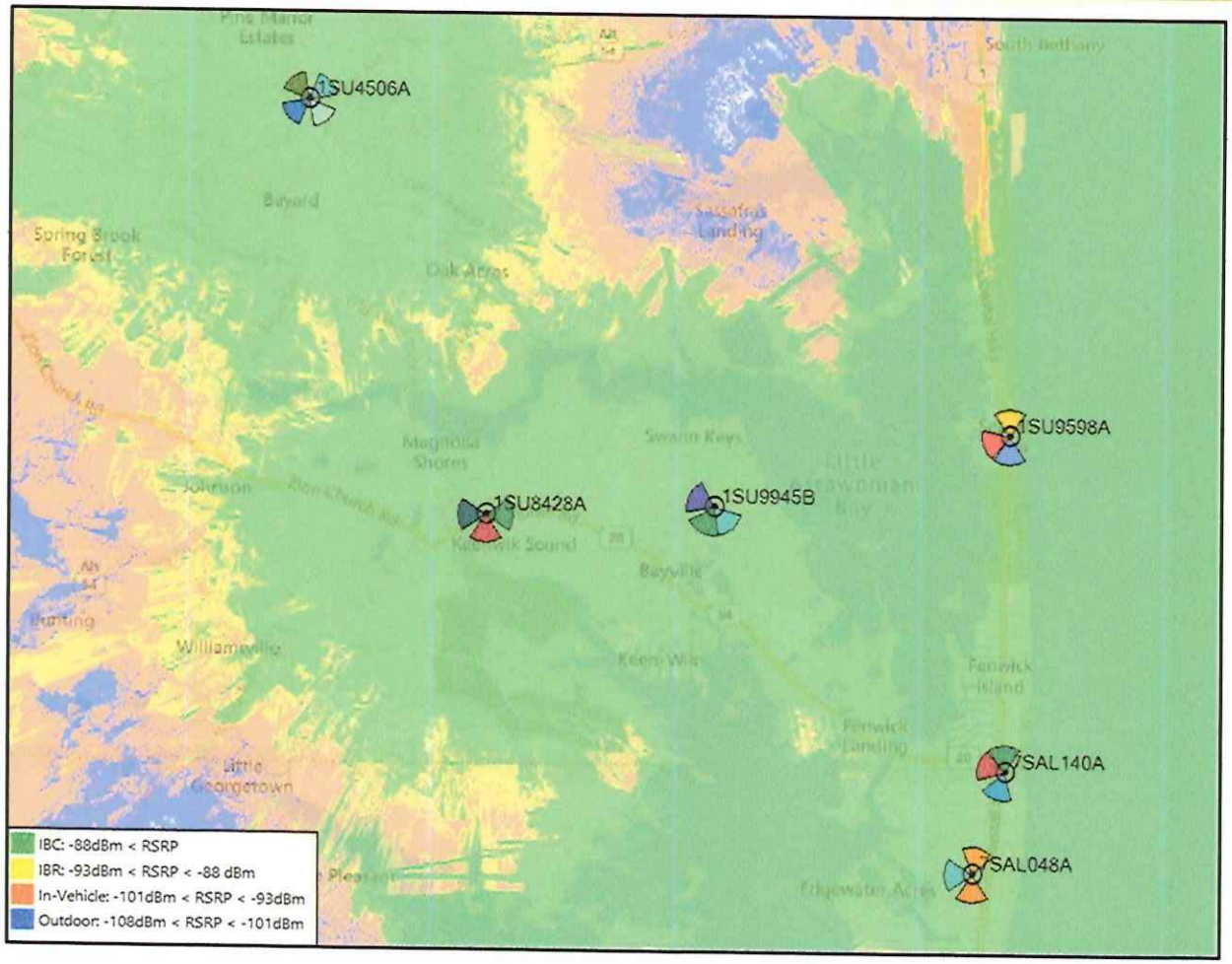
Coverage Only 1SU9945B (N1900)



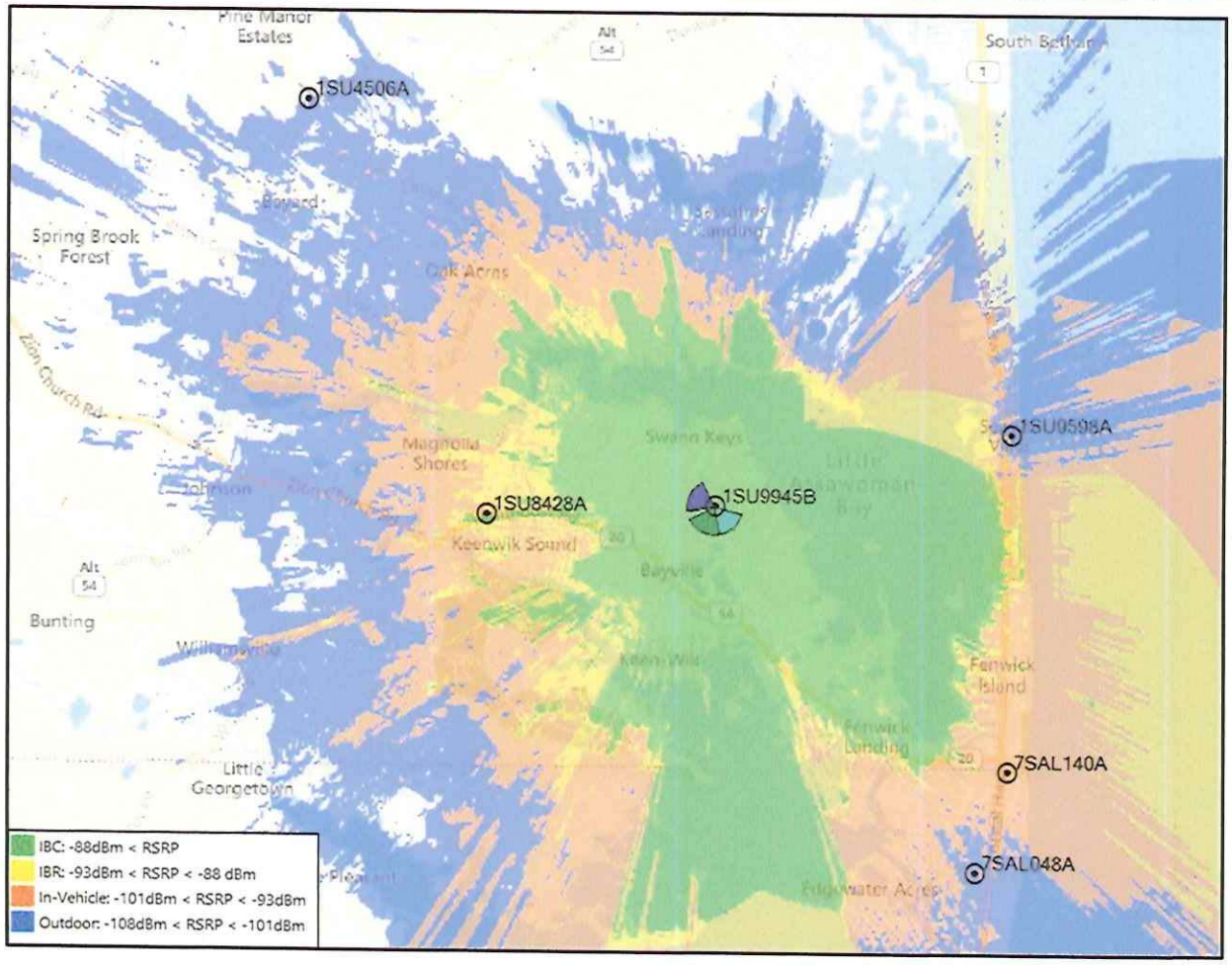
Coverage without 1SU9945B(N600)



Coverage with 1SU9945B (N600)



Coverage Only 1SU9945B (N600)



T-Mobile Northeast LLC, a subsidiary of T-Mobile USA, Inc.

T-Mobile Northeast
475 Virginia Drive
Fort Washington, PA 19034

Date: 09/24/26

To: Planning & Zoning Commission
***Municipality*:** Town of Selbyville
County: Sussex County
State: Delaware

RECEIVED
SEP 30 2026
SUSSEX COUNTY
PLANNING & ZONING

Certification of Purpose

T-Mobile Site ID: 1SU9945B
T-Mobile Site Address: 38421 Peppers Landing Lane, Selbyville, DE 19975

T-Mobile is proposing a new wireless communications facility to address an existing coverage deficiency in the Selbyville, Delaware area. T-Mobile does not currently have an existing wireless facility in the immediate area capable of providing the level of reliable coverage and service needed for the surrounding communities. The nearest existing T-Mobile site is approximately 1.4 miles from the proposed location; however, the identified poor-coverage area extends more than two miles from that location and cannot be adequately served by the existing network.

The proposed facility is a monopole that will provide new and improved T-Mobile wireless coverage to an area where reliable service is currently limited. The facility will initially support six antennas, with two antennas installed per sector across three sectors. The proposed equipment will utilize T-Mobile's licensed spectrum and current 5G technology to provide improved wireless coverage, network capacity, and significantly improved data speeds throughout the surrounding area.

The location of the proposed facility was selected to improve service within the identified coverage deficiency and provide meaningful coverage to nearby residential communities and surrounding roadways. Neighborhoods in and around Mallard Lakes and Tubbs Cove are expected to receive substantial coverage improvements from the proposed facility. Residents of the Bayville community will also benefit significantly from improved T-Mobile wireless service.

In addition to improved mobile voice and data service, the enhanced 5G coverage provided by this facility is expected to make T-Mobile 5G Home Internet service available to additional residences within the surrounding area. This will provide qualifying residents with an additional broadband option and a potentially lower-cost alternative for home internet service.

The proposed facility is necessary to expand T-Mobile's network into an area where its existing infrastructure does not currently provide adequate coverage or service. Unlike a modification to an existing wireless facility, there is no existing T-Mobile site at this location that can be upgraded to address the identified coverage deficiency. Construction of this new facility will allow T-Mobile to extend reliable wireless and 5G service into the area and improve connectivity for residents, businesses, visitors, and motorists throughout the surrounding community.

Theodore McCleary
theodore.mccleary@t-mobile.com
Engineering RF Deployment
T-Mobile

arcola TOWERS

T-MOBILE NORTHEAST LLC

verizon

ARCOLA SITE - PEPPERS LANDING
38555 PEPPERS LANDING LN
SELBYVILLE, DE 19975

PROPOSED 135' MONOPOLE

APPROVALS

entrex communication services, inc.
6100 EXECUTIVE BLVD.
SUITE 430
ROCKVILLE, MD 20852
PHONE: (202) 408-0960

arcola TOWERS
112 N. WASHINGTON ST
SUITE 201
MIDDLEBURG, VA 20117
PHONE: (571) 895 3990

SITE INFORMATION

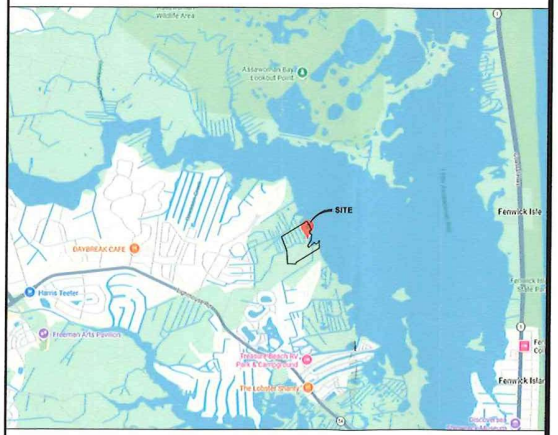
SCOPE OF WORK:

1. INSTALL EROSION AND SEDIMENT CONTROLS
2. CLEAR AND GRADE SITE TO FINAL SUBGRADE ELEVATION.
3. INSTALL MONOPOLE FOUNDATION, 135' HIGH MONOPOLE AND ANTENNA PLATFORM.
4. INSTALL GROUNDING, TELCO VAULTS, UTILITY METER CENTER.
5. INSTALL ELECTRICAL AND TELEPHONE CONDUIT AND HAND HOLES.
6. INSTALL FENCE AND SITE IMPROVEMENTS.

PROPERTY INFORMATION:

JURISDICTION:	SUSSEX COUNTY, DE
ZONING:	A
PIN:	533-13.00-5.00
PARCEL AREA:	190.70 AC.
PARCEL OWNER:	THOMPSON, PHILIP G
OWNER ADDRESS:	38381 PEPPERS LANDING LN, SELBYVILLE, DE 19975
STRUCTURE TYPE:	135' MONOPOLE
GROUND ELEVATION:	3.0' NAVD88
LATITUDE:	N 38° 28' 25.890"
LONGITUDE:	W 75° 05' 02.714"

VICINITY MAP



SCALE: 1" = 2,000'

SHEET INDEX

T-1	TITLE SHEET
Z-1	SITE PLAN
Z-2	ENLARGED SITE PLAN
Z-3	EROSION & SEDIMENT CONTROL PLAN & DETAILS
Z-4	COMPOUND PLAN AND MONOPOLE ELEVATION
S-1	SITE & SIGNAGE DETAILS

ARCOLA TOWERS SITE
PEPPERS LANDING
38555 PEPPERS LANDING LN
SELBYVILLE
SUSSEX COUNTY, DE 19975

SEAL:



SUBMITTALS

DATE	DESCRIPTION	REV.
08-25-2026	ZONING REVIEW	A
09-02-2026	ZONING	0
09-08-2026	ZONING	1

PROJECT TEAM

APPLICANT / TOWER OWNER:	ARCOLA TOWERS 112 W WASHINGTON STREET, SUITE 201 MIDDLEBURG, VA 20117 (571) 895 3990
ARCHITECT/ENGINEER:	ENTREX COMMUNICATION SERVICES, INC. 6100 EXECUTIVE BLVD, SUITE 430 ROCKVILLE, MD 20852 CAMILLE SHABSHAB (202) 408-0960

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

- 2021 INTERNATIONAL BUILDING CODE
- 2021 INTERNATIONAL EXISTING BUILDING CODE
- 2017 NATIONAL ELECTRICAL CODE
- 2018 NFPA 101, LIFE SAFETY CODE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- ANSI/TIA-222-H

DRAWING APPROVALS

	SIGNATURE	DATE
OWNER REPRESENTATIVE		
SITE AQUISITION		
CONSTRUCTION MANAGER		
ZONING		
RF ENGINEER		

CALL
UTILITIES NOTIFICATION
MISS UTILITY
1-800-257-7777
3 WORKING DAYS PRIOR TO DIGGING

811 Know what's below. Call before you dig.

PROJECT NO:	1164.073
DESIGNER:	R.S.
ENGINEER:	C.S.

THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 24"X36"
0 1/2 1
GRAPHIC SCALE IN INCHES

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T-1



VICINITY MAP
SCALE: 1" = 1,000'
TRUE NORTH

SITE NOTES:

SITE NAME: ARCOLA TOWERS PEPPERS LANDING LANE

1. THIS IS NOT A BOUNDARY SURVEY AND IS NOT TO BE USED FOR THE TRANSFER OF PROPERTY.
2. THE SUBJECT PARCEL INFORMATION;
   OWNER: PHILIP G THOMPSON
   PREMISES ADDRESS: 38381 PEPPERS LANDING LANE
   SELBYVILLE, DE 19975
   JURISDICTION: SUSSEX COUNTY, DE
   ACCT #: 533-13.00-5.00
   ZONING: A-AGRICULTURAL
   USE: AGRICULTURAL W/RESIDENTIAL
3. THE RECORDED REFERENCES FOR THE PARENT PARCEL ARE AS FOLLOWS:
   DEED BOOK: 227, PAGE: 36 AREA 190.70 AC.
4. THE DATUM'S ARE NAD 83 AND NAVD 88, AND THE BEARING BASE IS STATE GRID.
5. NO UNDERGROUND UTILITIES HAVE BEEN LOCATED, THE PRESENCE OF ANY SUCH UTILITIES MUST BE CONFIRMED BY THE CONTRACTOR BEFORE CONSTRUCTION.
6. NO WETLANDS HAVE BEEN DEFINED AND ANY AREAS SHOWN AS MARSH, PONDS OR DITCHES ARE DONE SO FROM VISIBLE SURFACE FEATURES.
7. THE FLOOD ZONE OF THE PROPOSED TOWER IS AS FOLLOWS; FLOOD ZONE AE, BFE 4'.
   SOURCE; FEMA FLOOD MAP
   FOR SUSSEX COUNTY, DE.
   COMMUNITY PANEL NUMBER 10005C 0652K.
   REVISED, MARCH 6, 2015.
8. NO TITLE REPORT WAS REVIEWED FOR THIS SURVEY.
9. DATA COLLECTED AND SHOWN ON THIS DRAWING ARE FOR THE PURPOSES OF CONSTRUCTION OF A CELLULAR MONOPOLE, ANY NECESSARY ANCILLARY EQUIPMENT AND ALL APPROPRIATE EASEMENTS.
10. NO UNRECORDED EASEMENTS ARE SHOWN ON THIS SURVEY AND IT IS POSSIBLE THAT SUCH EASEMENTS IMPACT THE SITE.
11. THIS PROPERTY IS SUBJECT TO ALL MATTERS OF PUBLIC RECORD.
12. THE LOCATION OF THE PROPOSED MONOPOLE IS AS FOLLOWS; THE VALUES LISTED BELOW ARE WITHIN ±50' HORIZONTAL AND ±20' VERTICAL.
    LATITUDE: N 38° 28' 25.890"
    LONGITUDE: W 75° 05' 02.714"
    ELEVATION: 3.0' NAVD88 AT BASE

LINE TYPES

- BOUNDARY LINE – SUBJECT PARCEL
- UNSURVEYED LINE – BOUNDARY OF ADJOINERS
- EASEMENT BOUNDARY
- RIGHT OF WAY BOUNDARY
- EDGE OF ASPHALT
- EDGE OF CONCRETE
- EDGE OF GRAVEL
- FENCE LINE – CHAIN
- OVERHEAD UTILITY LINE
- TREE OR VEGETATION LINE

LEGEND

- FOUND PROPERTY CORNER
- UTILITY POLE
- GUY ANCHOR
- SIGN
- LIGHT POLE
- TELEPHONE PEDESTAL

ADJOINERS

1
ACCOUNT #: 533-20.00-7.00
N/F
THE OVERLOOK COMMUNITY ASSOCIATION INC.
MAILING ADDRESS: PO BOX 1761
MILLSBORO, DE 19966
SITE ADDRESS: N/A
DEED BK 5931 PG 168
AREA: 108.607 AC
USE: OPEN SPACE

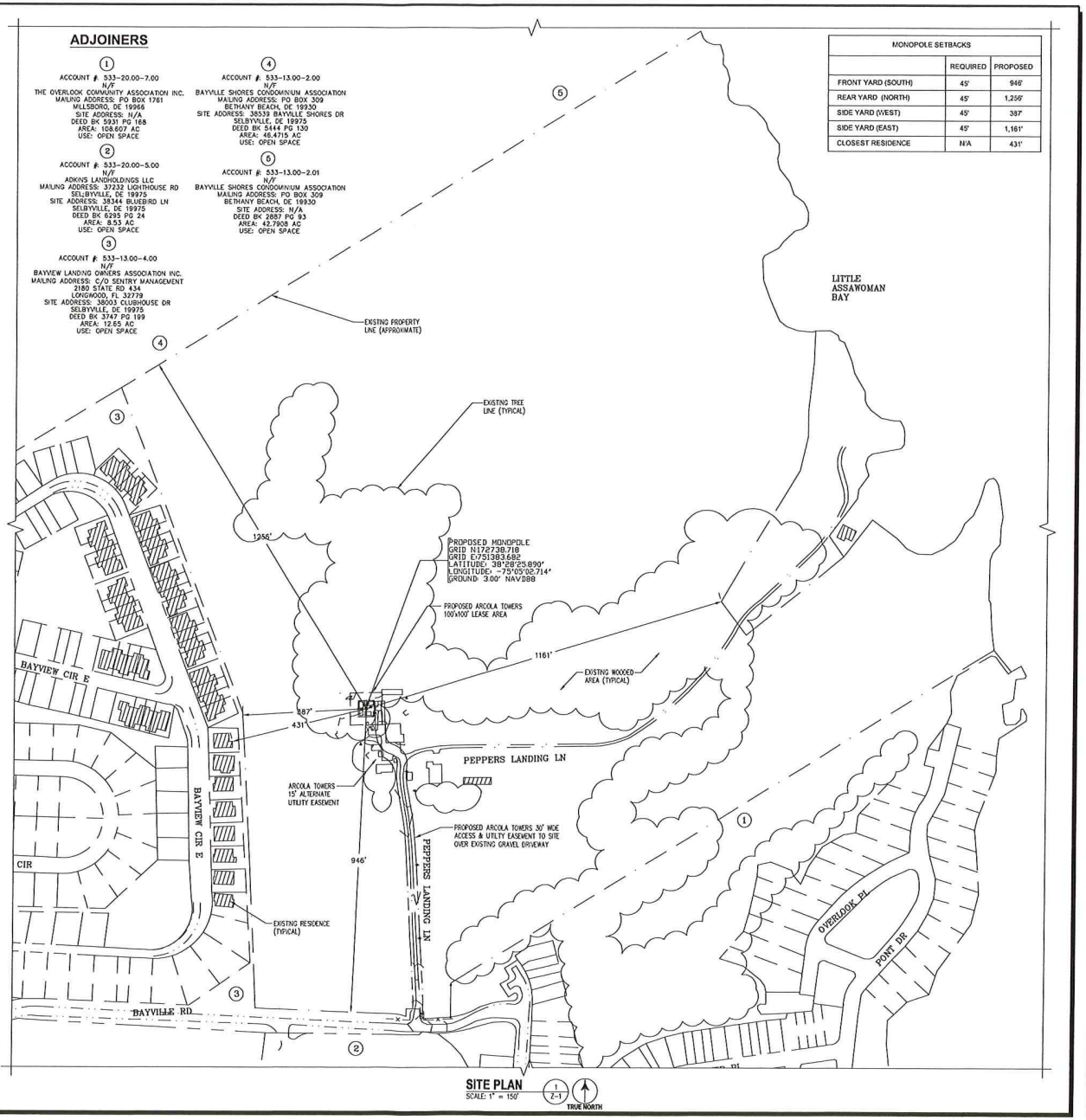
2
ACCOUNT #: 533-20.00-5.00
N/F
ADKINS LANDHOLDINGS LLC
MAILING ADDRESS: 37232 LIGHTHOUSE RD
SELBYVILLE, DE 19975
SITE ADDRESS: 38344 BLUEBIRD LN
SELBYVILLE, DE 19975
DEED BK 6295 PG 24
AREA: 8.53 AC
USE: OPEN SPACE

3
ACCOUNT #: 533-13.00-4.00
N/F
BAYVIEW LANDING OWNERS ASSOCIATION INC.
MAILING ADDRESS: C/O SENTRY MANAGEMENT
2180 STATE RD 434
LONGWOOD, FL 32779
SITE ADDRESS: 38003 CLUBHOUSE DR
SELBYVILLE, DE 19975
DEED BK 3747 PG 199
AREA: 12.65 AC
USE: OPEN SPACE

4
ACCOUNT #: 533-13.00-2.00
N/F
BAYVILLE SHORES CONDOMINIUM ASSOCIATION
MAILING ADDRESS: PO BOX 309
BETHANY BEACH, DE 19930
SITE ADDRESS: 38539 BAYVILLE SHORES DR
SELBYVILLE, DE 19975
DEED BK 5444 PG 130
AREA: 46.4715 AC
USE: OPEN SPACE

5
ACCOUNT #: 533-13.00-2.01
N/F
BAYVILLE SHORES CONDOMINIUM ASSOCIATION
MAILING ADDRESS: PO BOX 309
BETHANY BEACH, DE 19930
SITE ADDRESS: N/A
DEED BK 2887 PG 93
AREA: 42.7908 AC
USE: OPEN SPACE

MONOPOLE SETBACKS		
	REQUIRED	PROPOSED
FRONT YARD (SOUTH)	45'	946'
REAR YARD (NORTH)	45'	1,256'
SIDE YARD (WEST)	45'	387'
SIDE YARD (EAST)	45'	1,161'
CLOSEST RESIDENCE	N/A	431'



SITE PLAN
SCALE: 1" = 150'
1 / Z-1
TRUE NORTH

entrex
communication services, inc.
6100 EXECUTIVE BLVD.
SUITE 430
ROCKVILLE, MD 20852
PHONE: (202) 408-0960

arcola TOWERS
112 N. WASHINGTON ST
SUITE 201
MIDDLEBURG, VA 20117
PHONE: (571) 895 3990

ARCOLA TOWERS SITE
PEPPERS LANDING
38555 PEPPERS LANDING LN
SELBYVILLE
SUSSEX COUNTY, DE 19975

SEAL:



SUBMITTALS

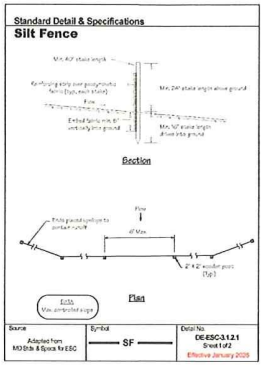
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09-02-2026	ZONING	0
09-08-2026	ZONING	1

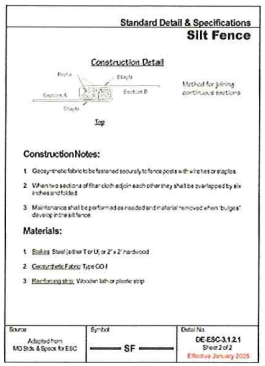
PROJECT NO:	1164.073
DESIGNER:	R.S.
ENGINEER:	C.S.

THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 24"x36"
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GRAPHIC SCALE IN INCHES

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
Z-1





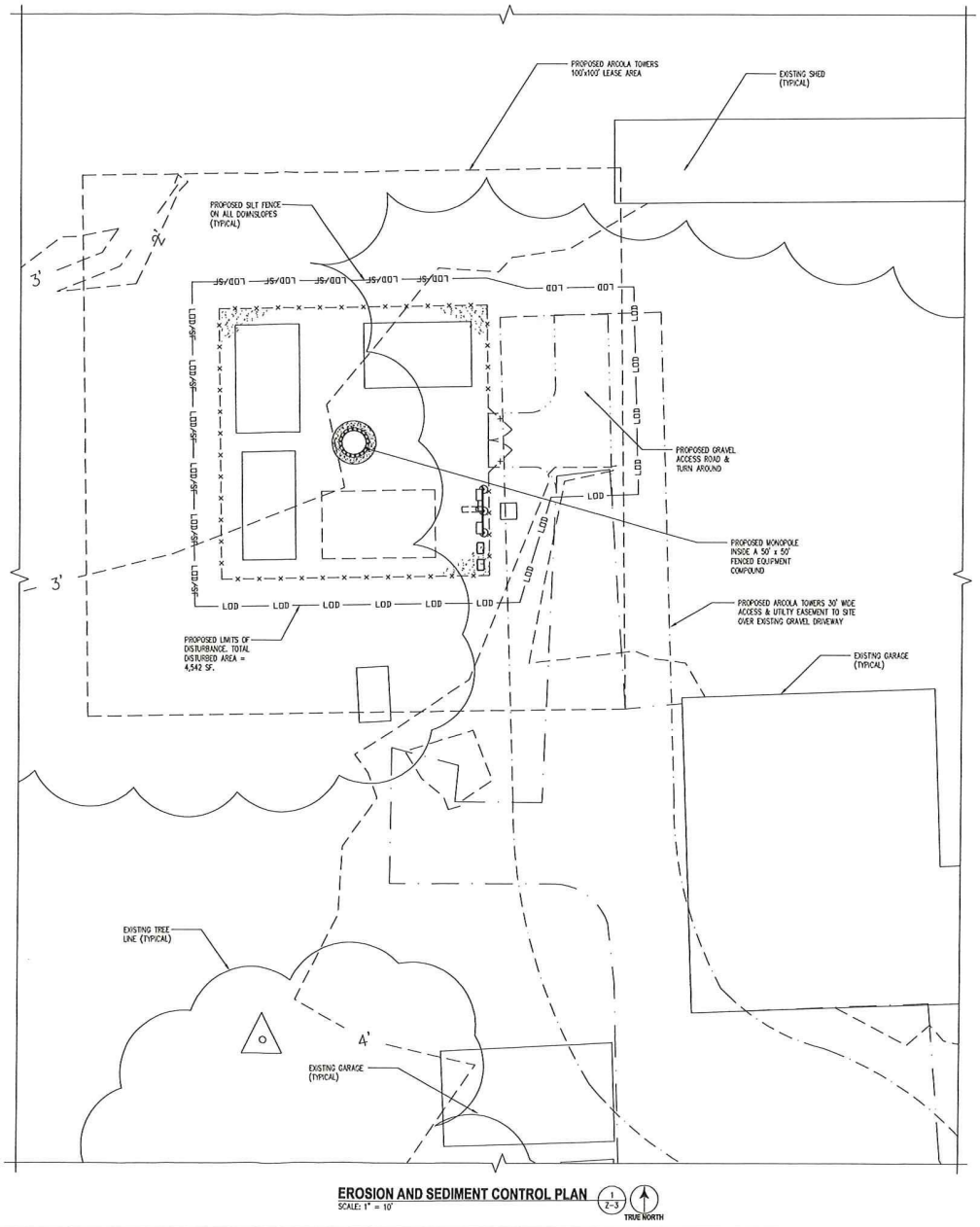
SILT FENCE DETAIL AND NOTES
SCALE: N.T.S. (2 / Z-3)

LINE TYPES

- BOUNDARY LINE – SUBJECT PARCEL
- UNSURVEYED LINE – BOUNDARY OF ADJOINERS
- EASEMENT BOUNDARY
- RIGHT OF WAY BOUNDARY
- EDGE OF ASPHALT
- EDGE OF CONCRETE
- EDGE OF GRAVEL
- CURB
- FENCE LINE – CHAIN
- OVERHEAD UTILITY LINE — OHUL — OHUL — OHUL — OHUL —
- TREE OR VEGETATION LINE

LEGEND

- FOUND PROPERTY CORNER
- UTILITY POLE
- GUY ANCHOR
- SIGN
- LIGHT POLE
- TP — TELEPHONE PEDESTAL
- CULVERT
- INDIVIDUAL TREE – DECIDUOUS
- TRANSFORMER



EROSION AND SEDIMENT CONTROL PLAN (1 / Z-3)
SCALE: 1" = 10'
TRUE NORTH

entrex
communication services, inc.
6100 EXECUTIVE BLVD.
SUITE 430
ROCKVILLE, MD 20852
PHONE: (202) 408-0960

arcola TOWERS
112 N. WASHINGTON ST
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SEAL:



SUBMITTALS

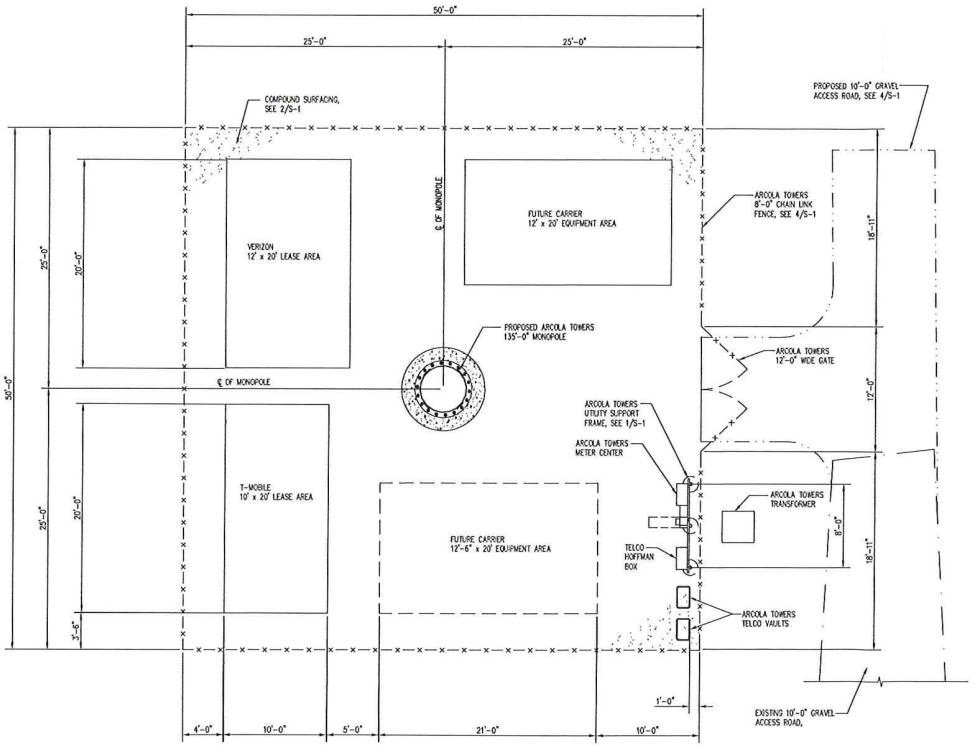
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09-02-2026	ZONING	0
09-08-2026	ZONING	1

PROJECT NO:	1164.073
DESIGNER:	R.S.
ENGINEER:	C.S.

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0 1/2 1
GRAPHIC SCALE IN INCHES

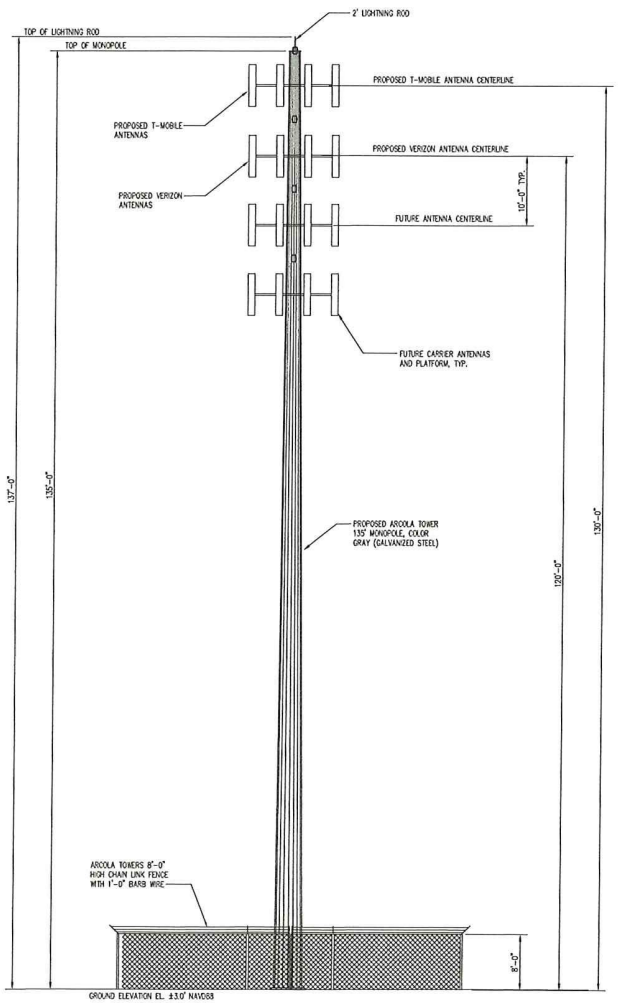
SHEET TITLE:
EROSION AND SEDIMENT CONTROL PLAN & DETAILS

SHEET NUMBER:
Z-3



COMPOUND PLAN
SCALE: 3/16" = 1'-0"
1 / Z-4
TRUE NORTH

NOTES:
1. MONOPOLE IS NOT ILLUMINATED
2. MONOPOLE SHALL BE GALVANIZED STEEL GRAY COLOR



MONOPOLE ELEVATION
SCALE: 1/8" = 1'-0"
2 / Z-4

entrex
communication services, inc.
6100 EXECUTIVE BLVD.
SUITE 430
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arcola TOWERS
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SEAL:



SUBMITTALS

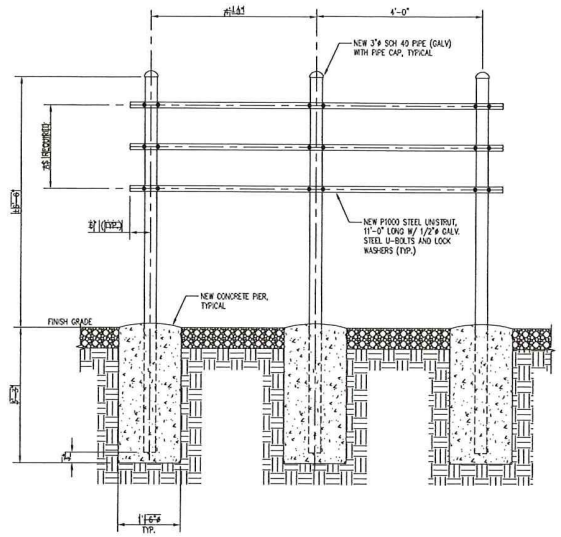
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09-02-2026	ZONING	0
09-08-2026	ZONING	1

PROJECT NO:	1164.073
DESIGNER:	R.S.
ENGINEER:	C.S.

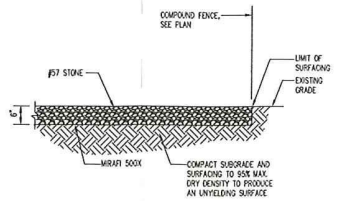
THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 24"x36"
0 1/2 1
GRAPHIC SCALE IN INCHES

SHEET TITLE:
COMPOUND PLAN AND MONOPOLE ELEVATION

SHEET NUMBER:
Z-4

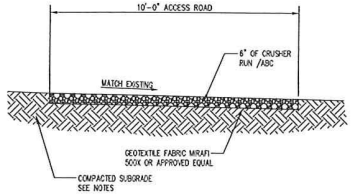


UTILITY FRAME DETAIL (1 / S-1)
SCALE: 3/4"=1'-0"



NOTE:
COMPOUND AREA SHALL BE CLEARED AND GRUBBED. REMOVE UNSUITABLE LOOSE OR SOFT SOIL, ORGANIC MATERIAL OR RUBBLE TO FIRM GRADE. FILL UNDEROUT AND COMPACT UP TO 6" BELOW FINISH GRADE. PLACE A MIRAFI 500X SOIL STABILIZATION FABRIC ON SUBGRADE. FILL WITH 6" OF AASHTO 57 STONE TO FINISH GRADE.

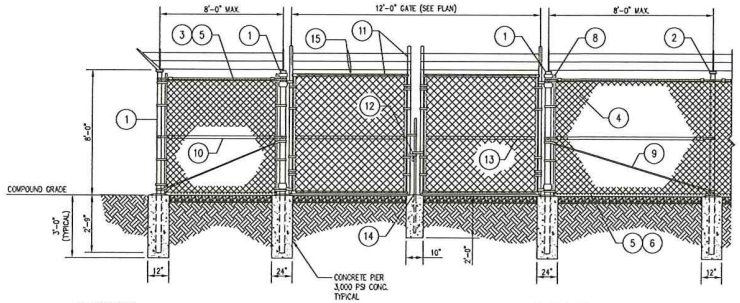
COMPOUND SURFACING DETAIL (2 / S-1)
SCALE: 1"=1'-0"



ACCESS ROAD – VDOT #104 PRIVATE ENTRANCE
FILL, UNDEROUT AND COMPACT TEMPORARY ACCESS ROAD UP TO 8" BELOW FINISH GRADE. PLACE MIRAFI 500X STABILIZATION FABRIC ON SUBGRADE. PULL TIGHT AND STAKE IN PLACE. PLACE AND COMPACT 6" DEPTH OF CRUSHER RUN/ABC TO FINISH GRADE

COMPACTION NOTES:
1. SURFACE COURSE AND BASE COURSE SHALL BE COMPACTED TO 95% MAX. DRY DENSITY STANDARD PROCTOR.
2. SUBGRADE SOIL SHALL BE COMPACTED TO 95% MAX. DRY DENSITY STANDARD PROCTOR.

GRAVEL ACCESS ROAD DETAIL (3 / S-1)
SCALE: N.T.S.



REFERENCE NOTES:
1. CORNER, END OR PULL POST: 3" NOMINAL SCHEDULE 40 PIPE. GATE POST: 4" NOMINAL SCHEDULE 40 PIPE.
2. LINE POST: 2" SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C.
3. TOP RAIL & BRACE RAIL: 1 1/2" PIPE, PER ASTM-F1083.
4. FABRIC: 9 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
5. TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX. 24" INTERVALS.
6. TENSION WIRE: 9 GA. GALVANIZED STEEL.
7. PRIVACY SLATS (IF SPECIFIED)
8. STRETCHER BAR.
9. 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
10. FENCE CORNER POST BRACE: 1 5/8" DIA. EACH CORNER EACH WAY.
11. GATE FRAME: 1 1/2" PIPE, PER ASTM-F1083.
12. STAKE MULTI-LOCKING DEVICE BY MILESTONE
13. GATE FRAME BRACE: 1 5/8" DIAMETER.
14. CENTER GATE STOP
15. BARBED WIRE: DOUBLE STRAND 12.5 GUAGE GALV. TWISTED STEEL WIRE WITH 4 PT. 14 GUAGE BARBS SPACED APPROXIMATELY 5" ON CENTER.

GENERAL NOTES:
1. INSTALL FENCING PER ASTM F-567
2. INSTALL SWING GATES PER ASTM F-900
3. FENCE PIPE AND COMPONENTS SHALL BE GALVANIZED.
4. GATE FRAMES SHALL BE WELDED. WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
5. POSTS SHALL HAVE END-CAPS.
6. GATES SHALL HAVE LOCKING HARDWARE.
7. PROVIDE GATE STOPS TO SECURE GATES IN OPEN POSITION.

FENCE AND GATE ELEVATION (4 / S-1)
SCALE: N.T.S.

WHITE BACK GROUND W/ BLACK LETTERING

arcola TOWERS

IN CASE OF EMERGENCY
CALL: XXX-XXX-XXXX
SITE: GIRDLETREE
FCC NO. XXXXXXX
LEASING: XXX-XXX-XXXX

MARKETING / ID SIGN (5 / S-1)
SCALE: N.T.S.

ORANGE BACK GROUND W/ BLACK LETTERING 12"W x 18"H

NOTICE

⚠ ALL PERSONNEL SHOULD HAVE ELECTROMAGNETIC ENERGY (EME) AWARENESS TRAINING.
⚠ ALL PERSONNEL ENTERING THIS SITE SHOULD BE AUTHORIZED.
⚠ OBEY ALL POSTED SIGNS.
⚠ ASSUME ALL ANTENNAS ARE ACTIVE
⚠ BEFORE WORKING ON ANTENNAS, NOTIFY OWNERS AND DISABLE APPROPRIATE TRANSMITTERS.
⚠ MAINTAIN MINIMUM 3 FEET CLEARANCE FROM ALL ANTENNAS.
⚠ DO NOT STOP IN FRONT OF ANTENNAS.
⚠ USE PERSONAL RF MONITORS WHILE WORKING NEAR ANTENNAS.
⚠ NEVER OPERATE TRANSMITTERS WITHOUT SHIELDS DURING NORMAL OPERATION.
⚠ DO NOT OPERATE BASE STATION ANTENNAS IN EQUIPMENT ROOM.

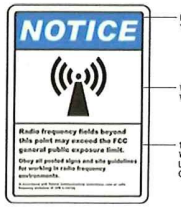
RF NOTICE SIGN 2 (6 / S-1)
SCALE: N.T.S.

WHITE BACKGROUND W/ RED LETTERING 18"H x 24" W

NO TRESPASSING

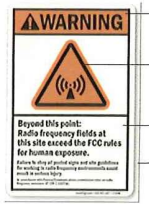
VIOLATORS WILL BE PROSECUTED

NO TRESSPASSING SIGN (7 / S-1)
SCALE: N.T.S.



BLUE BACKGROUND W/ WHITE LETTERING
WHITE BACKGROUND W/ BLACK LETTERING
12"W X 18"H W/ BLACK LETTERING LOCATE ON FRONT OF GATE

RF NOTICE SIGN (8 / S-1)
SCALE: N.T.S.



ORANGE BACKGROUND W/ BLACK LETTERING
ORANGE BACKGROUND W/ BLACK LETTERING
WHITE BACKGROUND W/ BLACK LETTERING
12"W X 18"H LOCATE AT BASE OF TOWER

RF WARNING SIGN (9 / S-1)
SCALE: N.T.S.

entrex communication services, inc.
6100 EXECUTIVE BLVD.
SUITE 430
ROCKVILLE, MD 20852
PHONE: (202) 408-0960

arcola TOWERS
112 N. WASHINGTON ST
SUITE 201
MIDDLEBURG, VA 20117
PHONE: (571) 895 3990

ARCOLA TOWERS SITE
PEPPERS LANDING
38555 PEPPERS LANDING LN
SELBYVILLE
SUSSEX COUNTY, DE 19975

SEAL:



SUBMITTALS

DATE	DESCRIPTION	REV.
08-25-2026	ZONING REVIEW	A
09-02-2026	ZONING	0
09-08-2026	ZONING	1

PROJECT NO:	1164.073
DESIGNER:	R.S.
ENGINEER:	C.S.

THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 24"X36"
0 1/2 1
GRAPHIC SCALE IN INCHES

SHEET TITLE:

SITE AND SIGNAGE DETAILS

SHEET NUMBER:

S-1

Richard J. Lemanowicz
716 North Bethlehem Pike
Suite 201
Lower Gwynedd, PA 19002

September 29, 2026

VIA FEDERAL EXPRESS:

Sussex County Council
Planning and Zoning
2 The Circle
P.O. Box 417
Georgetown, DE 19947

RE: Application to the Zoning Board of Adjustment of Sussex County
Premises: 38555 Peppers Landing Road, Sussex County

Dear Sir or Madam:

Enclosed please find the Application of Arcola Peppers Landing LLC to the Board of Adjustment of Sussex County with regard to the above-mentioned property. The following are being submitted in support of the Application:

1. Three (3) copies of the completed Zoning Board of Adjustment Application;
2. Three (3) sets of the Site Plans;
3. Three (3) copies of the Property Owner's Letter of Authorization;
4. Three (3) sets of Radio Frequency Propagation Maps;
5. Three (3) copies of the Radio Frequency Certification of Purpose Letter; and,
6. A check in the amount of $500.00 to cover the Application filing fee.

Should you have any questions or require additional information, please contact my office at 267-544-9903.

Very Truly Yours,
/s/ *Richard J. Lemanowicz*
Richard J. Lemanowicz

Enclosures

RECEIVED
SEP 30 2026
SUSSEX COUNTY
PLANNING & ZONING

Sussex County Government
Treasury
2 The Circle, PO Box 601
Georgetown, DE 19947

10/01/2026 02:22PM Lindsay B
Receipt Number: 001345782
33031999-0024

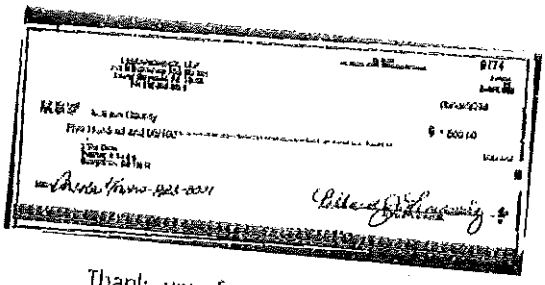
PERMITS / INSPECTIONS
2026 202613463|2020 $500.00

Subtotal $500.00
Total $500.00

Tenders $500.00
CHECK
Check Number009174

Change due $0.00

Paid by: Lemanowicz LLP



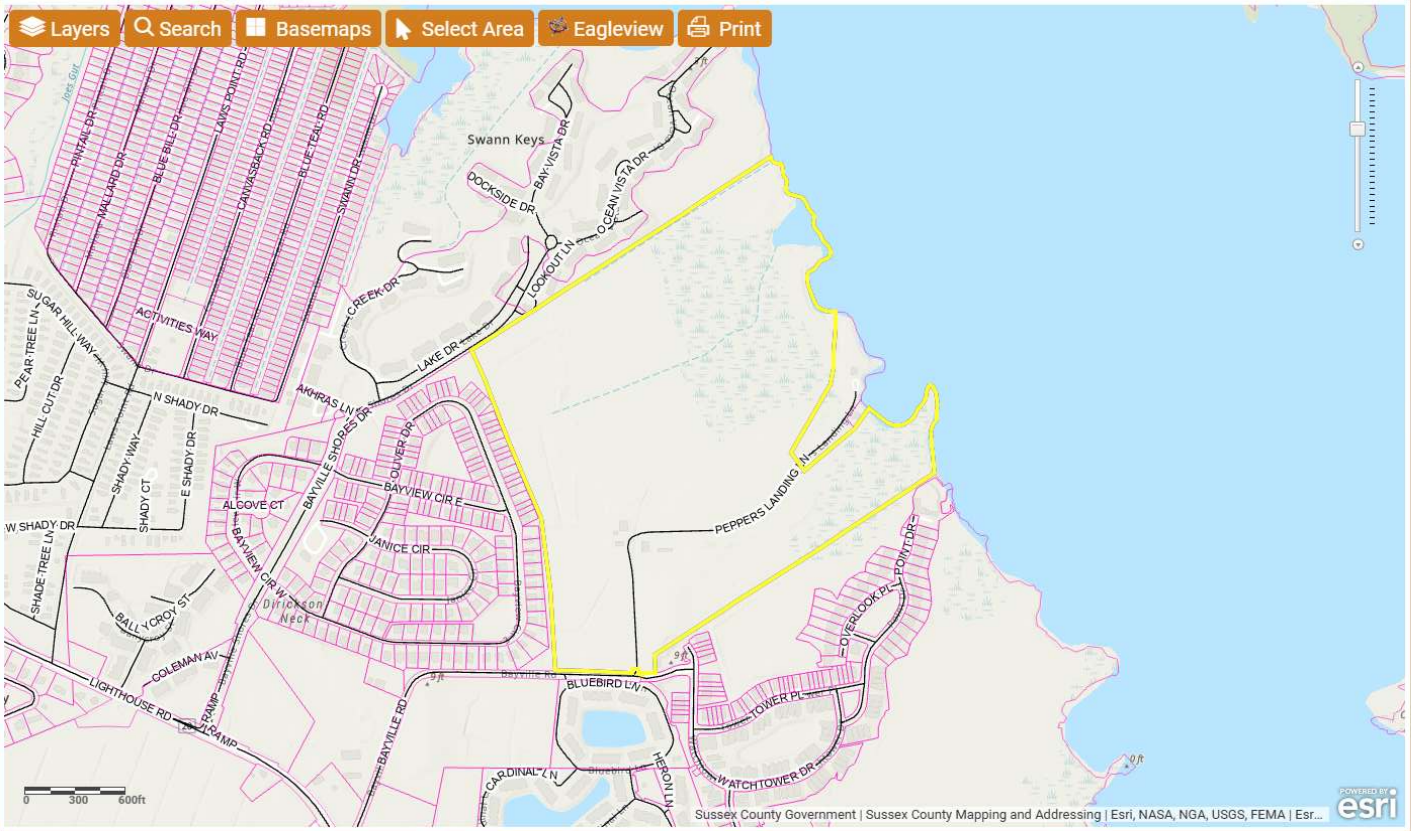
Thank you for your payment.

CUSTOMER COPY

SUSSEX COUNTY
DELAWARE

Help

Layers | Search | Basemaps | Select Area | Eagleview | Print



Eagleview | Search Results

Selected Features: Parcels (1)

1) 533-13.00-5.00 Zoom

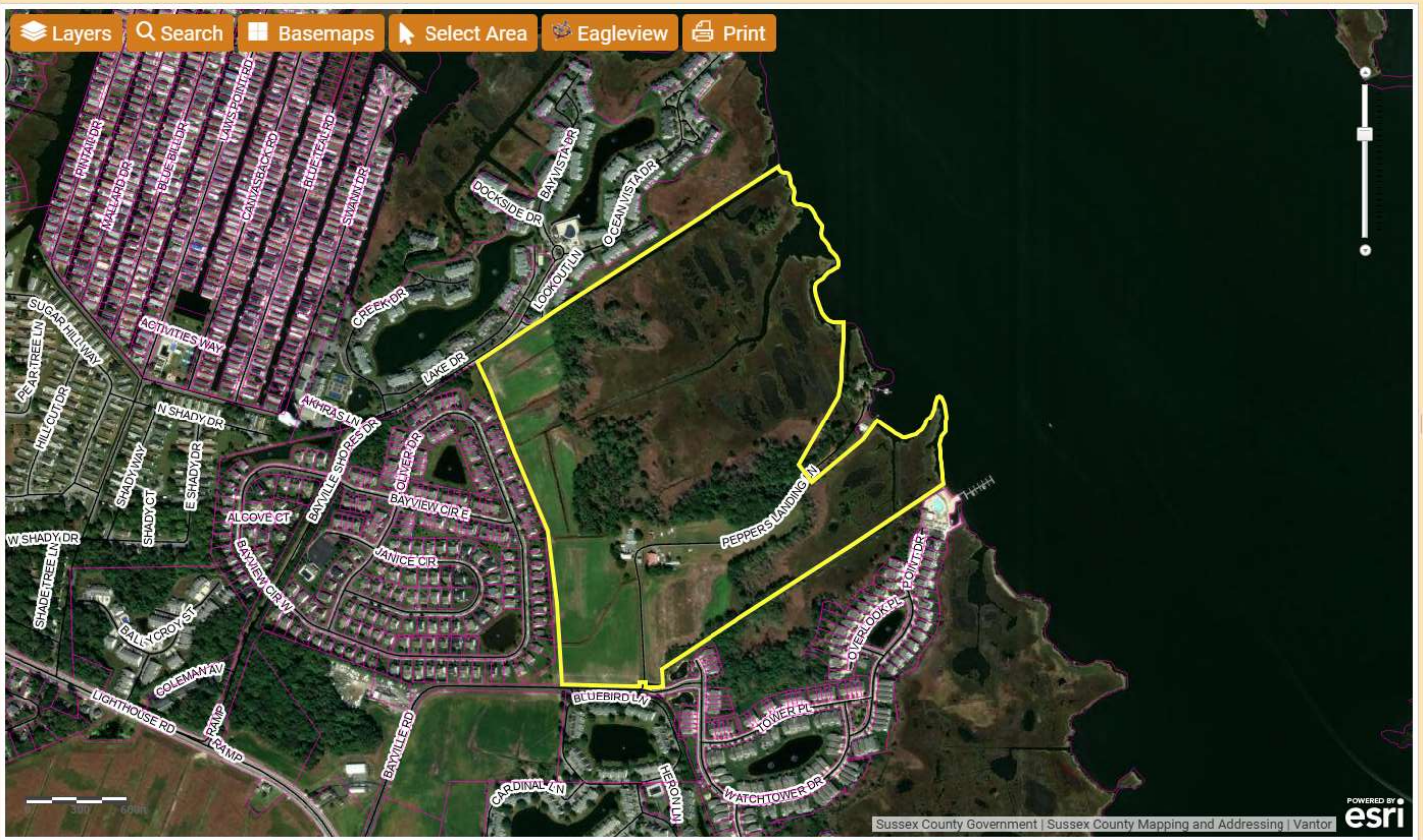
BOOK	2292
PAGE	86
FULLNAME	THOMPSON PHILIP G
Second_Owner_Name	
MAILINGADDRESS	38555 PEPPERS LANDING LN
CITY	SELBYVILLE
STATE	DE
a_account	04-06-005
DESCRIPTION	N/BAYVILLE ROAD
DESCRIPTION2	APPROX .40 MILES NE/
DESCRIPTION3	RT 54 FX
LUC	202
SCHOOL	1
MUNI	00
CAP	0
APRBLDG	397600
APRLAND	288800
PINWASSEMENTUNIT	533-13.00-5.00
PIN	533-13.00-5.00

Selected Features (1)

Clear Selected

SUSSEX COUNTY
DELAWARE

Help



Eagleview | Search Results

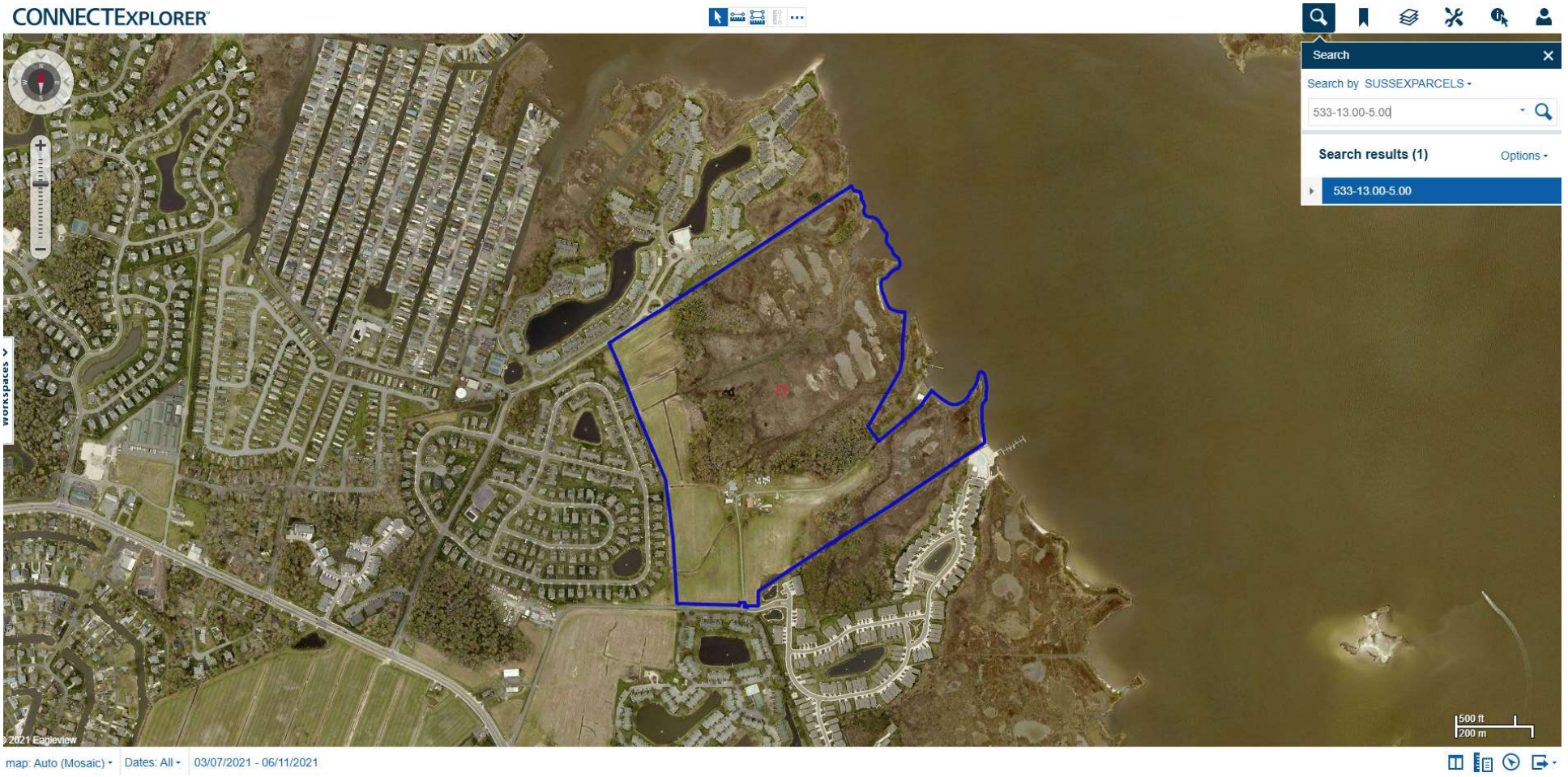
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APRLAND	288800
PINWASSEMENTUNIT	533-13.00-5.00
PIN	533-13.00-5.00

Selected Features (1)

Clear Selected


CONNECTEXPLORER
Search
Search by SUSSEXPARCELS
533-13.00-5.00
Search results (1)
Options
533-13.00-5.00
workspaces
© 2021 Eagleview
500 ft
200 m
map: Auto (Mosaic)
Dates: All
03/07/2021 - 06/11/2021

Case # 13237
Hearing Date 11-16-2026
20261354S

Board of Adjustment Application
Sussex County, Delaware

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

Type of Application: (please check all applicable)

Variance ☒
Special Use Exception ☒
Administrative Variance ☐
Appeal ☐

Existing Condition ☐
Proposed ☑
Code Reference (office use only)

Site Address of Variance/Special Use Exception:
6194 Baker Road Seaford

Variance/Special Use Exception/Appeal Requested:
159 ☐ over allowable 50%

Tax Map #: 531-3.00-69.00 **Property Zoning:** AR-1

Applicant Information

Applicant Name: Scott P Shea
Applicant Address: 6194 Baker Rd
City Seaford State DE Zip: 19973
Applicant Phone #: 302-228-9934 Applicant e-mail:

Owner Information

Owner Name:
Owner Address:
City State Zip: Purchase Date:
Owner Phone #: Owner e-mail:

Agent/Attorney Information

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

Signature of Owner/Agent/Attorney

Scott P Shea Date: 10/1/26

Criteria for a Variance: (Please provide a written statement regarding each criteria).

*You shall demonstrate to the Board of Adjustment that the property meets **all** of the following criteria for a Variance to be granted.*

In granting any variance the Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of the Zoning Ordinance or Code. The Board is empowered in no case, however, to grant a variance in the use of land or structures thereon.

1. Uniqueness of property:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

EXISTING HOUSE 100+ YRS OLD, 9.2 ACRES

2. Cannot otherwise be developed:

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

PURCHASE EXISTING HOUSE GOOD FOR MY NEEDS BUT NOT GOOD FOR GROWING FAMILY

3. Not created by the applicant:

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

PURCHASE HOUSE DID NOT BUILD, NEED MORE ROOM FOR GRAND KIDS,

4. Will not alter the essential character of the neighborhood:

That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use of development of adjacent property, nor be detrimental to the public welfare.

WE HAVE 9+ ACRES TO PUT HOME ON

5. Minimum variance:

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

SMALLER MANUFACTURE HOME AVAILABLE TO BUY

Criteria for a Special Use Exception: (Please provide a written statement regarding each criteria)

*You shall demonstrate to the Board of Adjustment that the property meets **all** of the following criteria for a Special Use Exception to be granted.*

1. Such exception will not substantially affect adversely the uses of adjacent and neighboring property.

WE HAVE 9+ ACRES HOME NOT CLOSE TO ANY OTHERS

2. Any other requirements which apply to a specific type of special use exception as required by the Sussex County Code. (Ex. Time limitations – 5 year maximum)

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

Check List for Applications

The following shall be submitted with the application

- ☐ • **Completed Application**
- ☐ • **Provide a survey of the property** (Variance)
  - Survey shall show the location of building(s), building setbacks, stairs, deck, etc.
  - Survey shall show distances from property lines to buildings, stairs, deck, etc.
  - Survey shall be signed and sealed by a Licensed Surveyor.
- ☐ • **Provide a Site Plan or survey of the property** (Special Use Exception)
- ☐ • **Provide relevant Application Fee (please refer to fees effective July 1, 2022)**
- ☐ • **Provide written response to criteria for Variance or Special Use Exception** (may be on a separate document if not enough room on the form)
- ☐ • **Copy of Receipt (staff)**
- ☐ • **Optional - Additional information for the Board to consider** (ex. photos, letters from neighbors, etc.)
- ☐ • **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 Hearing for the application.**

Please be advised that the decision of the Board of Adjustment is only final when the written decision is filed with the Board's secretary. To determine whether the written decision has been filed, you may call the Planning & Zoning Department at 302-855-7878. The written decision is generally completed within thirty (30) to sixty (60) days following the Board's vote on the application or appeal. Please include the case number when calling about the decision.

Please be advised that any action taken in reliance of the Board's decision prior to the filing of the written decision and the expiration of any applicable appeal period is taken at the Property Owner's Risk.

The undersigned acknowledges that that he or she has read the application completely and that if the appellant / applicant is unable to convince the Board that the standards for granting relief have been met, the appeal / application will be denied.

Signature of Owner/Agent/Attorney

_____ Date: _____

For office use only:

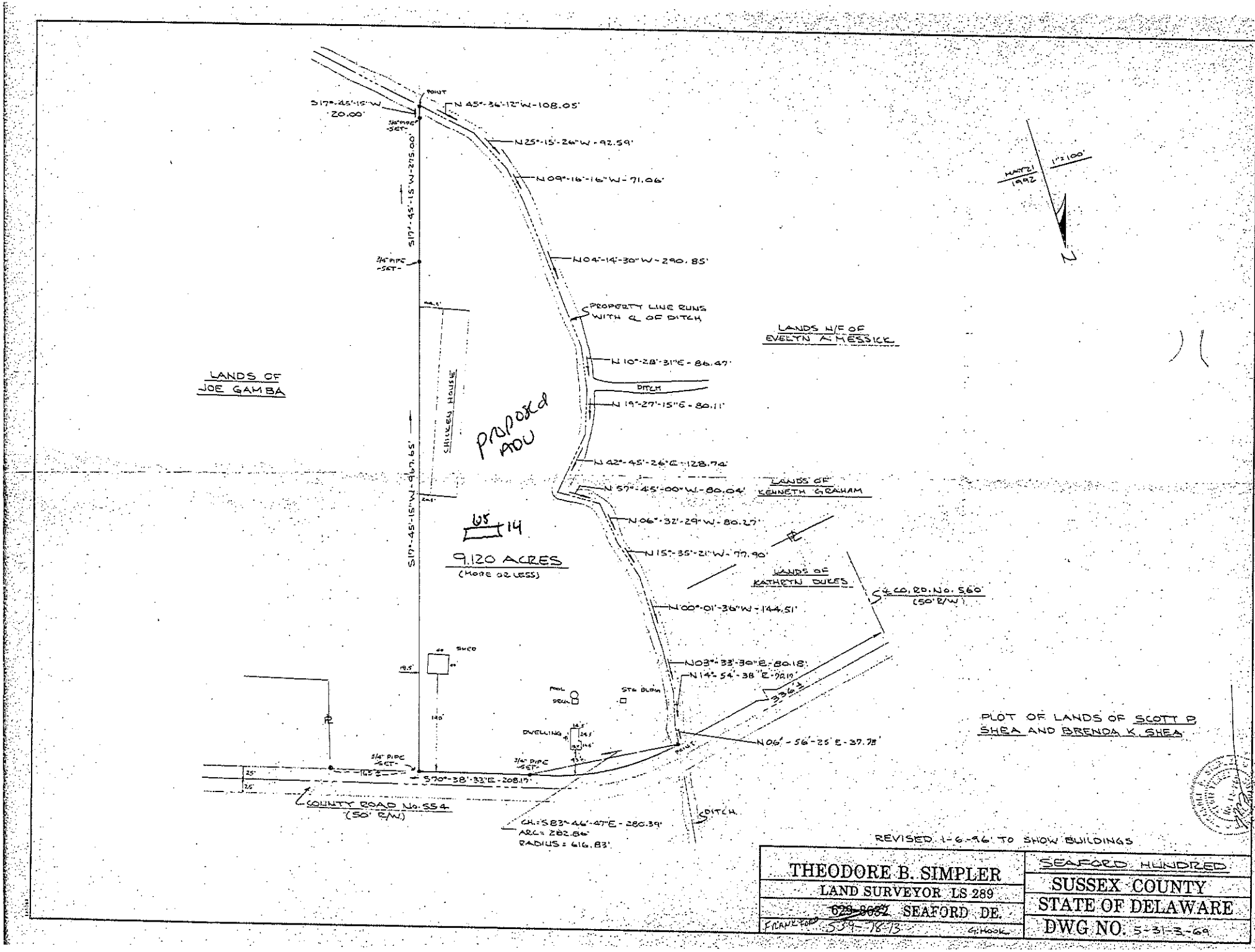
Date Submitted: _____ Fee: Check #: _____

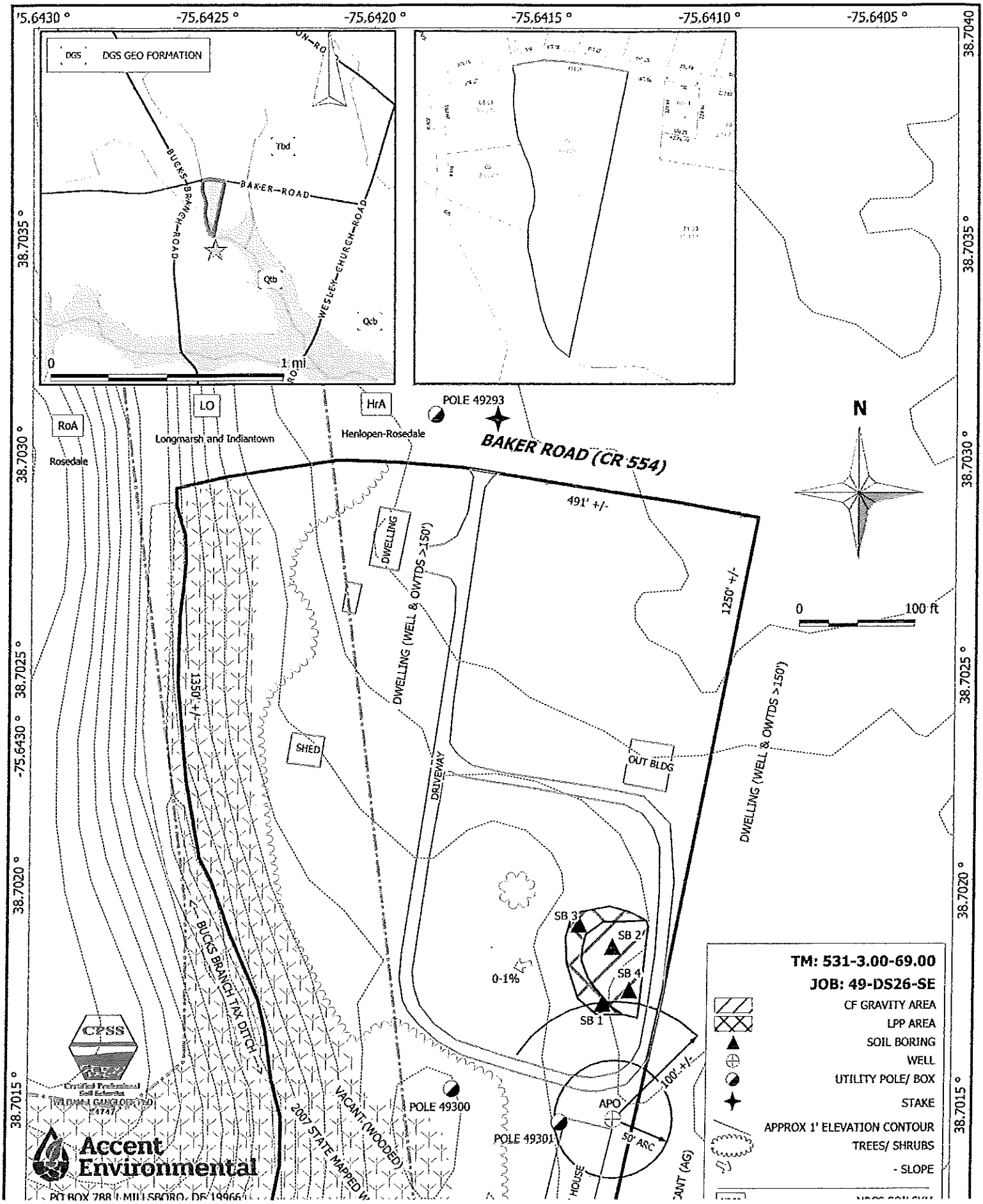
Staff accepting application: _____ Application & Case #: _____

Location of property: _____

Subdivision: _____ Lot#: _____ Block#: _____

Date of Hearing: _____ Decision of Board: _____


S17°-45'-15"W
20.00'
POINT
N 45°-36'-12"W-108.05'
N25°-15'-26"W-92.59'
N09°-16'-16"W-71.06'
S17°-45'-15"W-275.00'
3/4" PIPE SET
N04°-14'-30"W-290.85'
PROPERTY LINE RUNS WITH ℄ OF DITCH
LANDS OF JOE GAMBA
LANDS H/F OF EVELYN A. MESSICK
N10°-28'-31"E-86.47'
DITCH
N19°-27'-15"E-80.11'
SHEDS
Proposed ADU
N42°-45'-26"E-128.74'
S17°-45'-15"W-967.65'
N57°-45'-00"W-80.04'
LANDS OF KENNETH GRAHAM
65
14
9.120 ACRES
(More or less)
N06°-32'-29"W-80.27'
N15°-35'-21"W-77.90'
LANDS OF KATHRYN DUKES
S4 CO. RD. NO. 560
(50' R/W)
N00°-01'-36"W-144.51'
SHED
N03°-33'-30"E-80.18'
N14°-54'-38"E-98.19'
POOL
POOL
STP BLDG
DWELLING
N06°-56'-25"E-37.78'
PLOT OF LANDS OF SCOTT B SHEA AND BRENDA K. SHEA
3/4" PIPE SET
3/4" PIPE SET
S70°-38'-33"E-208.17'
COUNTY ROAD NO. 554
(50' R/W)
CH.=S83°-46'-47"E-280.39'
ARC=282.86'
RADIUS=616.83'
DITCH
REVISED 1-6-96 TO SHOW BUILDINGS
THEODORE B. SIMPLER
LAND SURVEYOR LS 289
629-8082 SEAFORD DE.
SEAFORD HUNDRED
SUSSEX COUNTY
STATE OF DELAWARE
DWG NO. 5-31-3-69

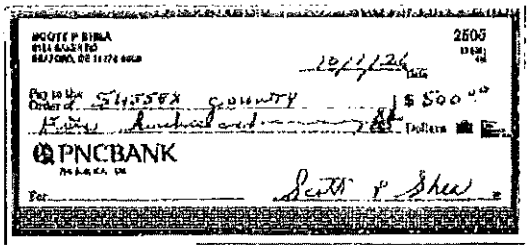

-75.6430 °
-75.6425 °
-75.6420 °
-75.6415 °
-75.6410 °
-75.6405 °
38.7040
38.7035 °
38.7030 °
38.7025 °
38.7020 °
38.7015 °
DGS
DGS GEO FORMATION
BUCKS BRANCH ROAD
BAKER ROAD
WESLEY CHURCH ROAD
Tbd
Qtb
Qcb
0
1 mi
RoA
Rosedale
LO
Longmarsh and Indiantown
HrA
Henlopen-Rosedale
POLE 49293
BAKER ROAD (CR 554)
N
491' +/-
1250' +/-
DWELLING
DWELLING (WELL & OWTDS >150')
SHED
OUT BLDG
DRIVEWAY
1330' +/-
BUCKS BRANCH TAX DITCH
0
100 ft
SB 3
SB 2
SB 4
SB 1
0-1%
APO
100' +/-
50' ARC
POLE 49300
POLE 49301
VACANT (WOODED)
2007 STATE MAPPED W
HOUSE
ANT (AG)
TM: 531-3.00-69.00
JOB: 49-DS26-SE
CF GRAVITY AREA
LPP AREA
SOIL BORING
WELL
UTILITY POLE/ BOX
STAKE
APPROX 1' ELEVATION CONTOUR
TREES/ SHRUBS
- SLOPE
CPSS
Certified Professional Soil Scientist
Accent Environmental
PO BOX 788 | MILLSBORO, DE 19966

Sussex County Government
Treasury
2 The Circle, PO Box 601
Georgetown, DE 19947

10/01/2026 10:45AM Catherine
Receipt Number: 001345706
33031998-0033

PERMITS / INSPECTIONS	
2026 202613428|Z065	$500.00
	$500.00
Subtotal	$500.00
Total	$500.00
Tenders	
CHECK	$500.00
Check Number2505	
Change due	$0.00

Paid by: SCOTT P SHEA



Thank you for your payment.

CUSTOMER COPY

Accessory Dwelling Unit Approval Application
Sussex County, Delaware

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

Case # ADU-26-37

Hearing Date _____
(where applicable)

2026134428

Type of Application: (please check all applicable)

☑ Accessory Dwelling Unit - Detached

☐ Accessory Dwelling Unit - Attached

Existing Structure: ☐
Proposed Structure: ☑
Code Reference (office use only)

Site Address:

6194 BAKER RD SEAFORD DE 19973

Description of Request:

Tax Map #: 531-3.00-69.00 **Property Zoning:** AR-1

Applicant Information

Applicant Name: Scott P SHEA
Applicant Address: 6194 BAKER RD
City: SEAFORD State DE Zip: 19973
Applicant Phone #: 302-228-9834 Applicant e-mail: _____

Owner Information

Owner Name: Scott P SHEA
Owner Address: 6194 BAKER RD
City: SEAFORD State DE Zip: 19973 Purchase Date: 9-24-2026
Owner Phone #: 302-228-9834 Owner e-mail: _____

Agent/Attorney Details

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

Signature of Owner/Agent/Attorney

Scott P Shea Date: 10/1/26

Criteria for Accessory Dwelling Units

The following shall be answered for Code Compliance

1. Total lot area of property:

9.2 Ac.

2. Total area of existing dwelling (in square feet):

1586 ft

3. Total area of proposed Accessory Dwelling Unit (in square feet):

952

5. Is the property located within a subdivision? ☐ Yes ☑ No
   If so, have you obtained approval from the Homeowners Associaton? ☐ Yes ☑ No

4. Please confirm the ADU is **NOT** a RV, Camper, Motor Home, etc. ☑
   Please note: No property is permitted to be occupied with a RV, Camper, Motor Home, etc., unless located within a RV Park.

Criteria for a Special Use Exception (where applicable): (Please provide a written statement regarding each criteria)

*Applicant's must demonstrate that the property meets **ALL** of the criteria for a Special Use Exception to be granted.*

1. Such exception will not substantially affect adversely the uses of adjacent and neighboring property:

470
350
304
1124

Check List for Applications

The following shall be submitted with the application

- ☐ • **Completed Application**
- ☐ • **Provide a Site Plan or survey of the property along with a layout/building plans of the ADU**
- ☐ • **Provide Fee $500.00**
- ☐ • **Provide written response to criteria for Special Use Exception (where applicable,** may be on a separate document if not enough room on the form)
- ☐ • **Copy of Receipt (staff)**
- ☐ • **Optional - Additional information to be considered** (ex. photos of site, photos of similar structures, letters from neighbors, etc.)
- ☐ • **Please be aware that an Accessory Dwelling Unit is defined as, "a self-contained dwelling unit that is secondary to the principal dwelling unit on a property and includes independent living facilities, such as a separate entrance and kitchen. The dwelling unit may be attached to, or detached from the primary dwelling on the property and it may also include existing interior space such as a finished basement that is converted into a separate dwelling unit. Accessory dwelling units do not include duplexes, tourist homes, servant quarters, recreational vehicles or guest homes."**
- ☐ • **Please be aware that the application may be scheduled for a public hearing before the Board of Adjustment if the dimensional requirements of Section 115A(15(c), (d) and (e)) are not met. Staff will place a sign on the site stating the date and time of the Public Hearing for the application. The Applicant, or a representative of the Applicant must be present if a public hearing is scheduled.**

Please be advised that the decision of the Director/Board of Adjustment is only final when the written decision is filed with the Board of Adjustment's secretary. To determine whether the written decision has been filed, you may call the Planning & Zoning Department at 302-855-7878. The written decision is generally completed within thirty (30) to sixty (60) days following the Board's vote on the application. Please include the case number when calling about the decision.

Please be advised that any action taken in reliance of the Board's/Director's decision prior to the filing of the written decision and the expiration of any applicable appeal period is taken at the Property Owner's Risk.

The undersigned acknowledges that that he or she has read the application completely and that if the appellant / applicant is unable to convince the Director/Board that the standards for a Special Use Exception have been met, the application will be denied.

Signature of Owner/Agent/Attorney

_____ Date: _____

For office use only:

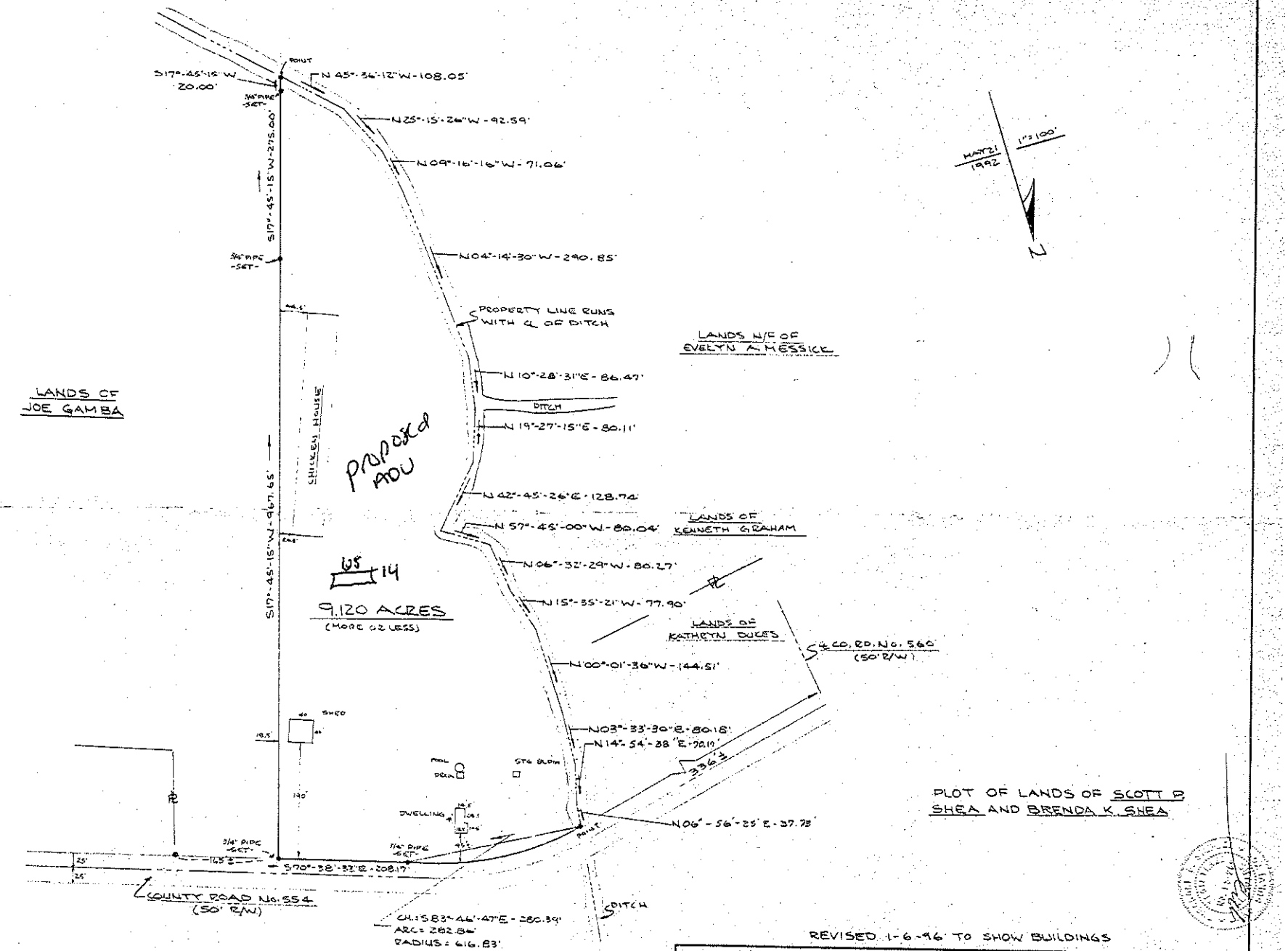
Date Submitted: _____ Fee: $500.00 Check #: _____

Staff accepting application: _____ Application & Case #: _____

Location of property: _____

Subdivision: _____ Lot#: _____ Block#: _____

Date of Hearing: _____ Decision of Board: _____


S17°-45'-15"W 20.00'
POINT
N 45°-36'-12"W - 108.05'
N25°-15'-26"W - 92.59'
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PROPERTY LINE RUNS WITH ℄ OF DITCH
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DITCH
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N 42°-45'-26"E - 128.74'
N 57°-45'-00"W - 80.04'
LANDS OF KENNETH GRAHAM
N 06°-32'-29"W - 80.27'
N 15°-35'-21"W - 77.90'
LANDS OF KATHRYN DUKES
S 17°-45'-15"W - 275.00'
S 17°-45'-15"W - 967.65'
LANDS OF JOE GAMBA
CHICKEN HOUSE
Proposed ROW
9.120 ACRES
(MORE OR LESS)
S & CO. RD. No. 560
(50' R/W)
N00°-01'-36"W - 144.51'
N03°-33'-30"E - 80.18'
N14°-54'-38"E - 78.19'
N06°-56'-25"E - 37.78'
SHED
POOL
DWELLING
STG BLDG
3/4" PIPE SET
1/2" PIPE SET
S70°-38'-32"E - 208.19'
COUNTY ROAD No. 554
(50' R/W)
CH: S83°-46'-47"E - 280.39'
ARC = 282.84'
RADIUS = 616.83'
DITCH
MAY 21 1992
1" = 100'
N
PLOT OF LANDS OF SCOTT B SHEA AND BRENDA K. SHEA
REVISED 1-6-96 TO SHOW BUILDINGS
THEODORE B. SIMPLER
LAND SURVEYOR LS 289
~~629-8082~~ SEAFORD DE.
FRANKFORD 539-7813 G. Hook
SEAFORD HUNDRED
SUSSEX COUNTY
STATE OF DELAWARE
DWG NO. 5-31-3-69

Sussex County Government
Treasury
2 The Circle, PO Box 601
Georgetown, DE 19947

10/01/2026 10:45AM Catherine
Receipt Number: 001345706
33031998-0033

PERMITS / INSPECTIONS
2026 202613428|Z065 $500.00

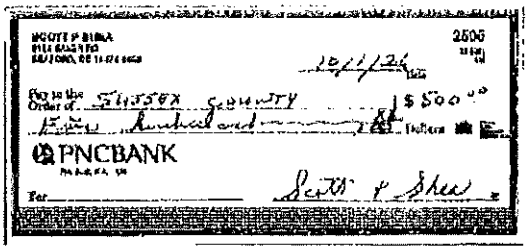
$500.00

Subtotal $500.00
Total $500.00

Tenders
CHECK $500.00
Check Number2505

Change due $0.00

Paid by: SCOTT P SHEA



Thank you for your payment.

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SUSSEX COUNTY
DELAWARE

Help



Eagleview | Search Results

Selected Features: Parcels (1)

1) 531-3.00-69.00 Zoom

BOOK	2254
PAGE	25
FULLNAME	SHEA SCOTT P
Second_Owner_Name	
MAILINGADDRESS	6194 BAKER RD
CITY	SEAFORD
STATE	DE
a_account	
DESCRIPTION	RD 554
DESCRIPTION2	
DESCRIPTION3	
LUC	101
SCHOOL	5
MUNI	00
CAP	1
APRBLDG	151800
APRLAND	145500
PINWASSEMENTUNIT	531-3.00-69.00
PIN	531-3.00-69.00

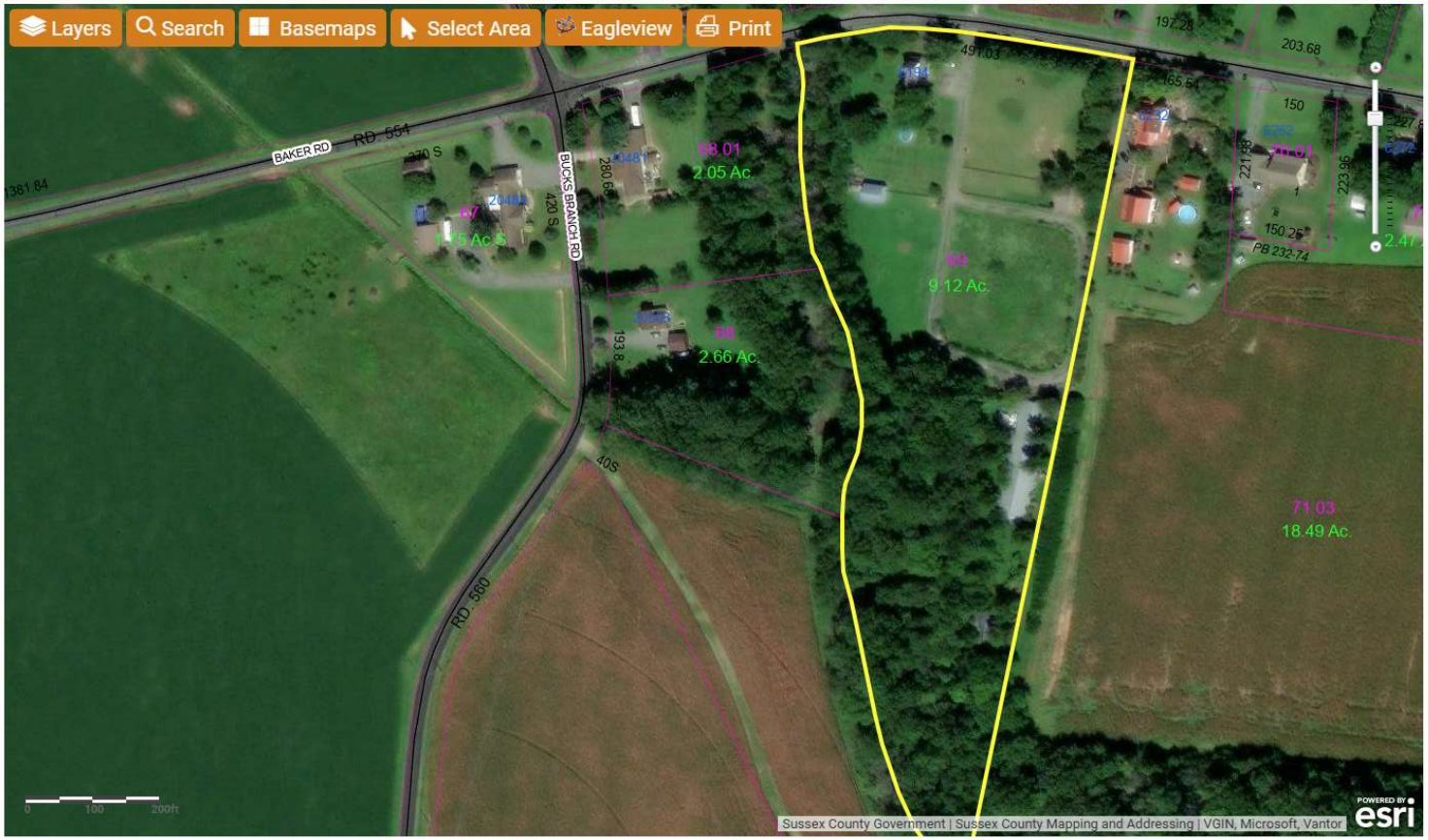
Selected Features (1)

Clear Selected

SUSSEX COUNTY
DELAWARE

Help

Layers | Search | Basemaps | Select Area | Eagleview | Print



Eagleview | Search Results

Selected Features: Parcels (1)

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BOOK	2254
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PIN	531-3.00-69.00

Selected Features (1)

Clear Selected


CONNECTEXPLORER
Search
Search by SUSSEXPARCELS
531-3.00-69.00
Search results (1)
Options
531-3.00-69.00
Workspaces
© 2025 Eagleview
50 ft
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map: Auto (Oblique)
Dates: All
image 23 of 79
03/18/2025

Criteria for a Variance: (Please provide a written statement regarding each criteria).

*You shall demonstrate to the Board of Adjustment that the property meets **all** of the following criteria for a Variance to be granted.*

In granting any variance the Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of the Zoning Ordinance or Code. The Board is empowered in no case, however, to grant a variance in the use of land or structures thereon.

1. Uniqueness of property:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

EXISTING HOUSE 100+ YRS OLD, 9.2 ACRES

2. Cannot otherwise be developed:

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

PURCHASE EXISTING HOUSE GOOD FOR MY NEEDS BUT NOT GOOD FOR GROWING FAMILY

3. Not created by the applicant:

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

PURCHASE HOUSE DID NOT BUILD, NEED MORE ROOM FOR GRAND KIDS,

4. Will not alter the essential character of the neighborhood:

That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use of development of adjacent property, nor be detrimental to the public welfare.

WE HAVE 9+ ACRES TO PUT HOME ON

5. Minimum variance:

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

SMALLER MANUFACTURE HOME AVAILABLE TO BUY

Criteria for a Special Use Exception: (Please provide a written statement regarding each criteria)

*You shall demonstrate to the Board of Adjustment that the property meets **all** of the following criteria for a Special Use Exception to be granted.*

1. Such exception will not substantially affect adversely the uses of adjacent and neighboring property.

WE HAVE 9+ ACRES HOME NOT CLOSE TO ANY OTHERS

2. Any other requirements which apply to a specific type of special use exception as required by the Sussex County Code. (Ex. Time limitations – 5 year maximum)

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

Check List for Applications

The following shall be submitted with the application

- ☐ • **Completed Application**
- ☐ • **Provide a survey of the property** (Variance)
  - Survey shall show the location of building(s), building setbacks, stairs, deck, etc.
  - Survey shall show distances from property lines to buildings, stairs, deck, etc.
  - Survey shall be signed and sealed by a Licensed Surveyor.
- ☐ • **Provide a Site Plan or survey of the property** (Special Use Exception)
- ☐ • **Provide relevant Application Fee (please refer to fees effective July 1, 2022)**
- ☐ • **Provide written response to criteria for Variance or Special Use Exception** (may be on a separate document if not enough room on the form)
- ☐ • **Copy of Receipt (staff)**
- ☐ • **Optional - Additional information for the Board to consider** (ex. photos, letters from neighbors, etc.)
- ☐ • **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 Hearing for the application.**

Please be advised that the decision of the Board of Adjustment is only final when the written decision is filed with the Board's secretary. To determine whether the written decision has been filed, you may call the Planning & Zoning Department at 302-855-7878. The written decision is generally completed within thirty (30) to sixty (60) days following the Board's vote on the application or appeal. Please include the case number when calling about the decision.

Please be advised that any action taken in reliance of the Board's decision prior to the filing of the written decision and the expiration of any applicable appeal period is taken at the Property Owner's Risk.

The undersigned acknowledges that that he or she has read the application completely and that if the appellant / applicant is unable to convince the Board that the standards for granting relief have been met, the appeal / application will be denied.

Signature of Owner/Agent/Attorney

_____ Date: _____

For office use only:

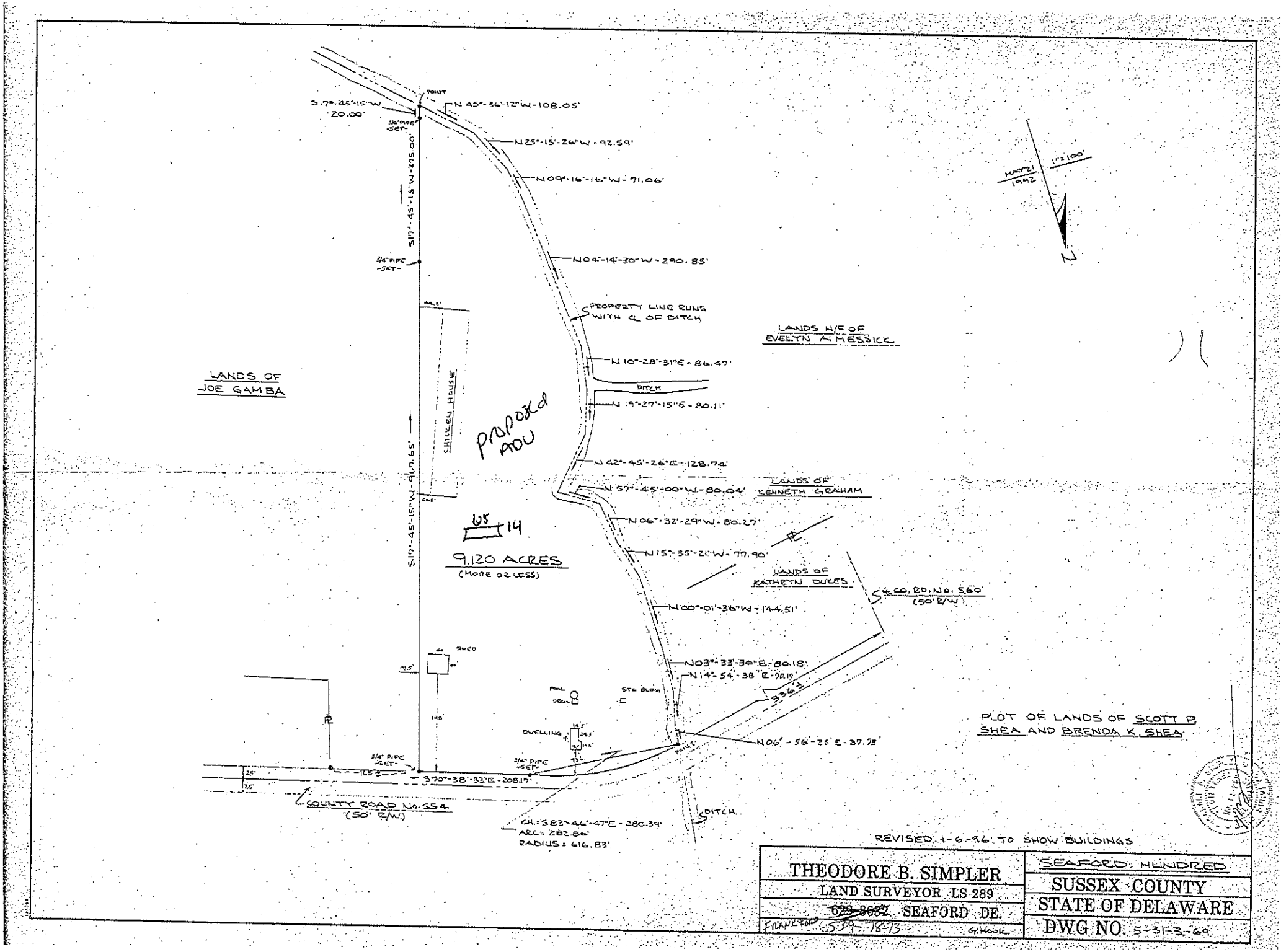
Date Submitted: _____ Fee: Check #: _____

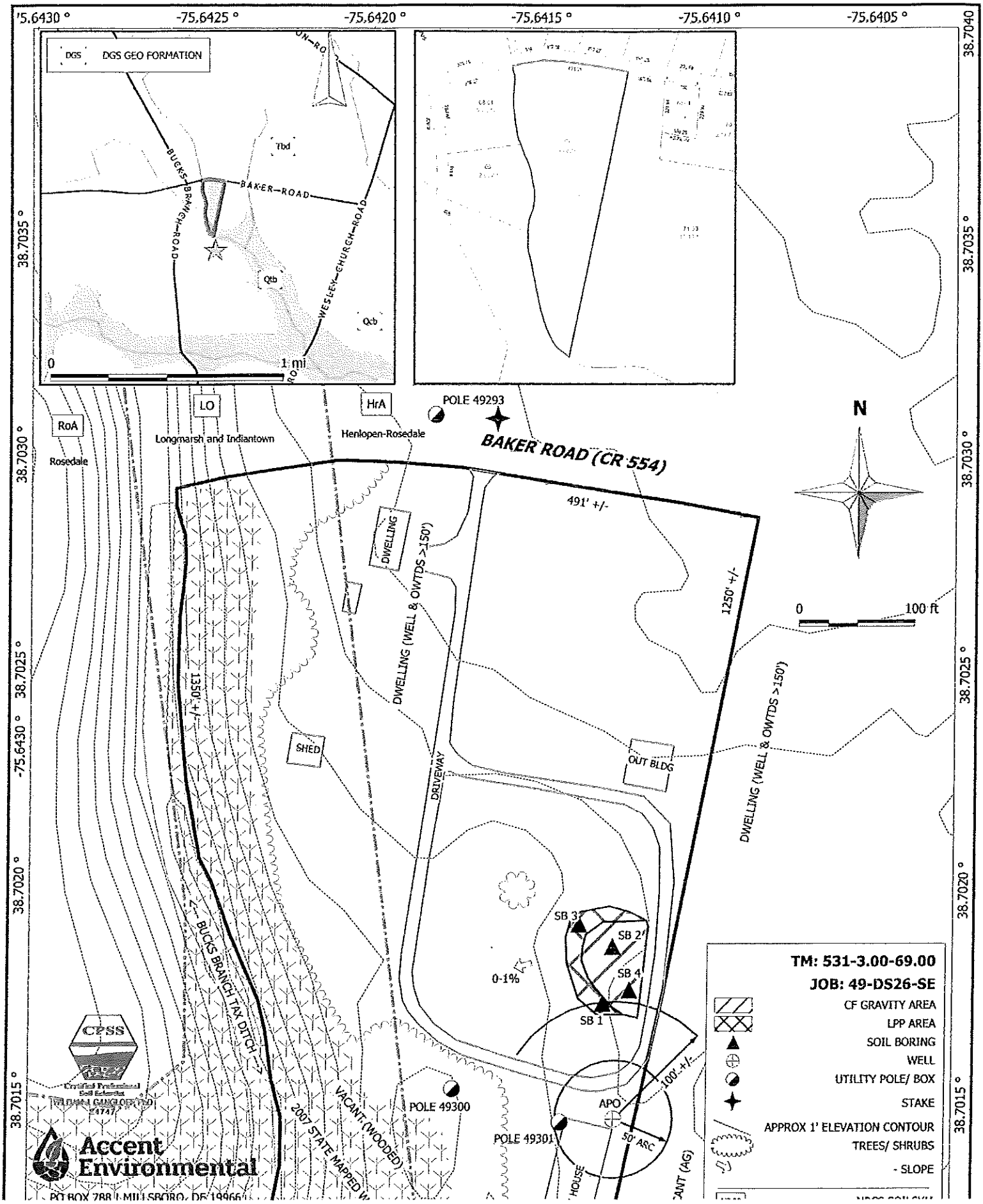
Staff accepting application: _____ Application & Case #: _____

Location of property: _____

Subdivision: _____ Lot#: _____ Block#: _____

Date of Hearing: _____ Decision of Board: _____


POINT
S17°-45'-15"W - 20.00'
3/4" PIPE SET
N 45°-36'-12"W - 108.05'
N25°-15'-26"W - 92.59'
N09°-16'-16"W - 71.06'
S17°-45'-15"W - 275.00'
3/4" PIPE SET
N04°-14'-30"W - 290.85'
PROPERTY LINE RUNS WITH ℄ OF DITCH
LANDS H/F OF EVELYN A. MESSICK
N 10°-28'-31"E - 86.47'
DITCH
N 19°-27'-15"E - 80.11'
LANDS OF JOE GAMBA
CHICKEN HOUSE
Proposed ADU
S17°-45'-15"W - 967.65'
N 42°-45'-26"E - 128.74'
N 57°-45'-00"W - 80.04'
LANDS OF KENNETH GRAHAM
N 06°-32'-29"W - 80.27'
65 14
9.120 ACRES
(More or less)
N 15°-35'-21"W - 77.90'
LANDS OF KATHRYN DUKES
S4 CO. RD. NO. 560 (50' R/W)
N 00°-01'-36"W - 144.51'
SHED
N03°-33'-30"E - 80.18'
N 14°-54'-38"E - 98.19'
POOL
STP BLDG
DWELLING
N 06°-56'-25"E - 37.78'
PLOT OF LANDS OF SCOTT B SHEA AND BRENDA K. SHEA
3/4" PIPE SET
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COUNTY ROAD NO. 554 (50' R/W)
CH.: S83°-46'-47"E - 280.39'
ARC = 282.86'
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REVISED 1-6-96 TO SHOW BUILDINGS
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DWG NO. 5-31-3-69

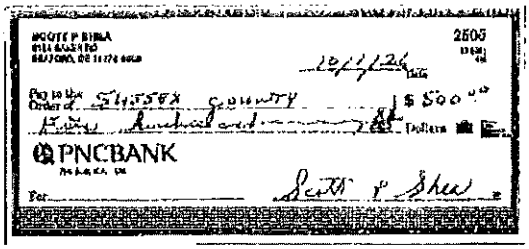

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DGS
DGS GEO FORMATION
BUCKS BRANCH ROAD
BAKER ROAD
WESLEY CHURCH ROAD
Tbd
Qtb
Qcb
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1 mi
RoA
Rosedale
LO
Longmarsh and Indiantown
HrA
Henlopen-Rosedale
POLE 49293
BAKER ROAD (CR 554)
N
491' +/-
1250' +/-
DWELLING
DWELLING (WELL & OWTDS >150')
1330' +/-
SHED
DRIVEWAY
OUT BLDG
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100 ft
SB 3
SB 2
SB 4
SB 1
0-1%
BUCKS BRANCH TAX DITCH
VACANT (WOODED)
2007 STATE MAPPED W
POLE 49300
POLE 49301
APO
100' +/-
50' ARC
HOUSE
ANT (AG)
TM: 531-3.00-69.00
JOB: 49-DS26-SE
CF GRAVITY AREA
LPP AREA
SOIL BORING
WELL
UTILITY POLE/ BOX
STAKE
APPROX 1' ELEVATION CONTOUR
TREES/ SHRUBS
- SLOPE
CPSS
Certified Professional Soil Scientist
WILLIAM CAMPBELL
54747
Accent Environmental
PO BOX 788 | MILLSBORO, DE 19966

Sussex County Government
Treasury
2 The Circle, PO Box 601
Georgetown, DE 19947

10/01/2026 10:45AM Catherine
Receipt Number: 001345706
33031998-0033

PERMITS / INSPECTIONS	
2026 202613428|Z065	$500.00
	$500.00
Subtotal	$500.00
Total	$500.00
Tenders	
CHECK	$500.00
Check Number2505	
Change due	$0.00

Paid by: SCOTT P SHEA



Thank you for your payment.

CUSTOMER COPY

Accessory Dwelling Unit Approval Application
Sussex County, Delaware

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

Case # ADU-26-37

Hearing Date _____
(where applicable)

2026134428

Type of Application: (please check all applicable)

☑ Accessory Dwelling Unit - Detached

☐ Accessory Dwelling Unit - Attached

Existing Structure: ☐
Proposed Structure: ☑
Code Reference (office use only)

Site Address:

6194 BAKER RD SEAFORD DE 19973

Description of Request:

Tax Map #: 531-3.00-69.00 **Property Zoning:** AR-1

Applicant Information

Applicant Name: Scott P SHEA
Applicant Address: 6194 BAKER RD
City: SEAFORD State DE Zip: 19973
Applicant Phone #: 302-228-9834 Applicant e-mail: _____

Owner Information

Owner Name: Scott P SHEA
Owner Address: 6194 BAKER RD
City: SEAFORD State DE Zip: 19973 Purchase Date: 9-24-2026
Owner Phone #: 302-228-9834 Owner e-mail: _____

Agent/Attorney Details

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

Signature of Owner/Agent/Attorney

Scott P Shea Date: 10/1/26

Criteria for Accessory Dwelling Units

The following shall be answered for Code Compliance

1. Total lot area of property:

9.2 Ac.

2. Total area of existing dwelling (in square feet):

1586 ft

3. Total area of proposed Accessory Dwelling Unit (in square feet):

952

5. Is the property located within a subdivision? ☐ Yes ☑ No
   If so, have you obtained approval from the Homeowners Associaton? ☐ Yes ☑ No

4. Please confirm the ADU is **NOT** a RV, Camper, Motor Home, etc. ☑
   Please note: No property is permitted to be occupied with a RV, Camper, Motor Home, etc., unless located within a RV Park.

Criteria for a Special Use Exception (where applicable): (Please provide a written statement regarding each criteria)

*Applicant's must demonstrate that the property meets **ALL** of the criteria for a Special Use Exception to be granted.*

1. Such exception will not substantially affect adversely the uses of adjacent and neighboring property:

470
350
304
1124

Check List for Applications

The following shall be submitted with the application

- ☐ • **Completed Application**
- ☐ • **Provide a Site Plan or survey of the property along with a layout/building plans of the ADU**
- ☐ • **Provide Fee $500.00**
- ☐ • **Provide written response to criteria for Special Use Exception (where applicable,** may be on a separate document if not enough room on the form)
- ☐ • **Copy of Receipt (staff)**
- ☐ • **Optional - Additional information to be considered** (ex. photos of site, photos of similar structures, letters from neighbors, etc.)
- ☐ • **Please be aware that an Accessory Dwelling Unit is defined as, "a self-contained dwelling unit that is secondary to the principal dwelling unit on a property and includes independent living facilities, such as a separate entrance and kitchen. The dwelling unit may be attached to, or detached from the primary dwelling on the property and it may also include existing interior space such as a finished basement that is converted into a separate dwelling unit. Accessory dwelling units do not include duplexes, tourist homes, servant quarters, recreational vehicles or guest homes."**
- ☐ • **Please be aware that the application may be scheduled for a public hearing before the Board of Adjustment if the dimensional requirements of Section 115A(15(c), (d) and (e)) are not met. Staff will place a sign on the site stating the date and time of the Public Hearing for the application. The Applicant, or a representative of the Applicant must be present if a public hearing is scheduled.**

Please be advised that the decision of the Director/Board of Adjustment is only final when the written decision is filed with the Board of Adjustment's secretary. To determine whether the written decision has been filed, you may call the Planning & Zoning Department at 302-855-7878. The written decision is generally completed within thirty (30) to sixty (60) days following the Board's vote on the application. Please include the case number when calling about the decision.

Please be advised that any action taken in reliance of the Board's/Director's decision prior to the filing of the written decision and the expiration of any applicable appeal period is taken at the Property Owner's Risk.

The undersigned acknowledges that that he or she has read the application completely and that if the appellant / applicant is unable to convince the Director/Board that the standards for a Special Use Exception have been met, the application will be denied.

Signature of Owner/Agent/Attorney

_____ Date: _____

For office use only:

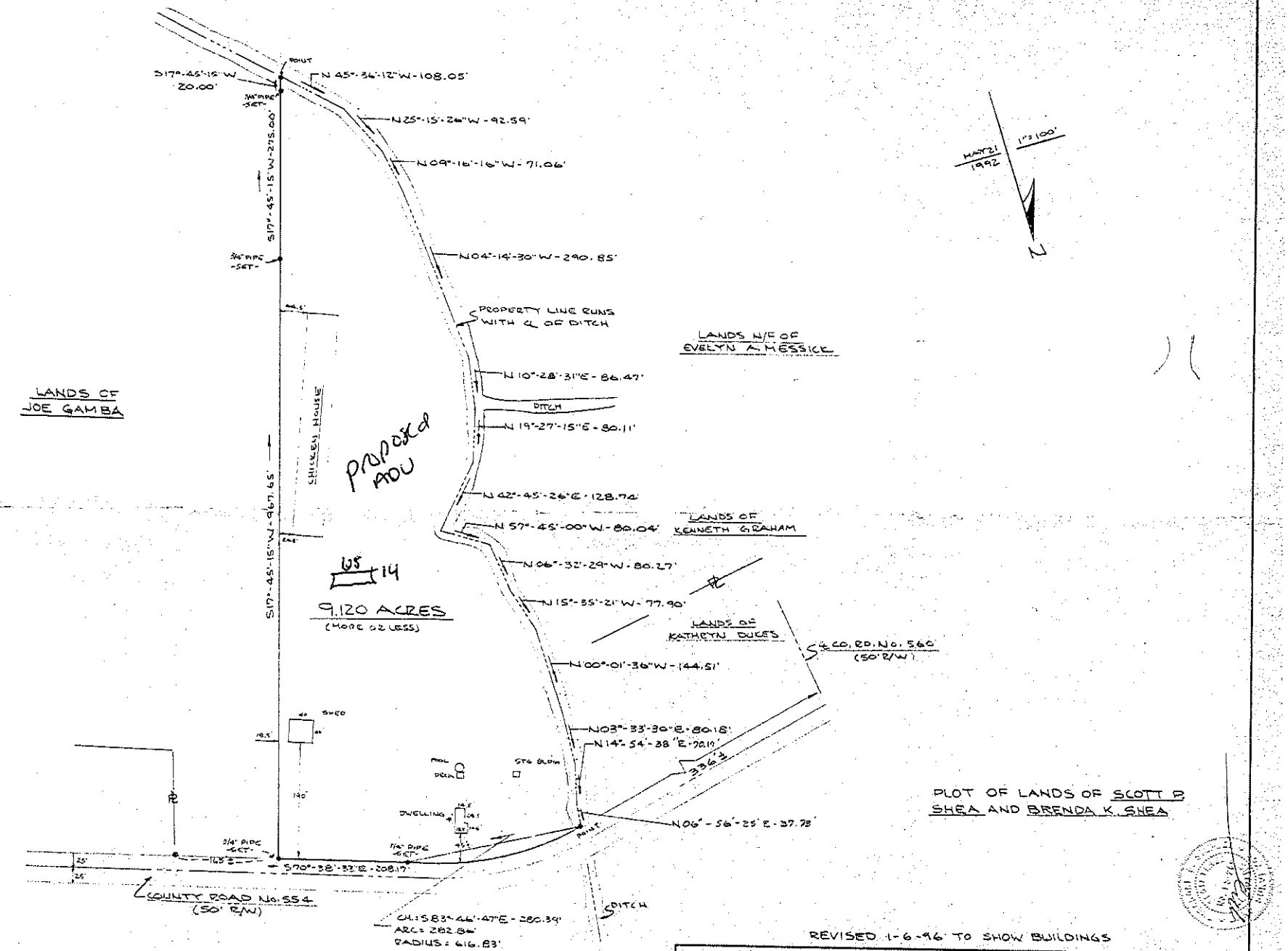
Date Submitted: _____ Fee: $500.00 Check #: _____

Staff accepting application: _____ Application & Case #: _____

Location of property: _____

Subdivision: _____ Lot#: _____ Block#: _____

Date of Hearing: _____ Decision of Board: _____



PLOT OF LANDS OF SCOTT B SHEA AND BRENDA K. SHEA

REVISED 1-6-96 TO SHOW BUILDINGS

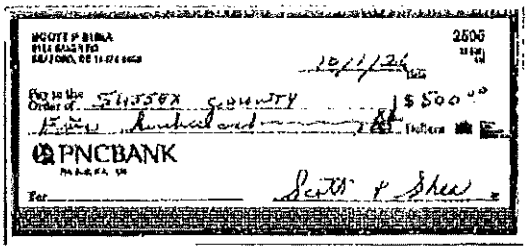
THEODORE B. SIMPLER	SEAFORD HUNDRED
LAND SURVEYOR LS 289	SUSSEX COUNTY
~~629-8082~~ SEAFORD DE.	STATE OF DELAWARE
FRANKFORD 539-7813 G. Hook	DWG NO. 5-31-3-69

Sussex County Government
Treasury
2 The Circle, PO Box 601
Georgetown, DE 19947

10/01/2026 10:45AM Catherine
Receipt Number: 001345706
33031998-0033

PERMITS / INSPECTIONS	
2026 202613428|2065	$500.00
	$500.00
Subtotal	$500.00
Total	$500.00
Tenders	
CHECK	$500.00
Check Number2505	
Change due	$0.00

Paid by: SCOTT P SHEA



Thank you for your payment.

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Help



Eagleview | Search Results

Selected Features: Parcels (1)

1) 531-3.00-69.00 Zoom

BOOK	2254
PAGE	25
FULLNAME	SHEA SCOTT P
Second_Owner_Name	
MAILINGADDRESS	6194 BAKER RD
CITY	SEAFORD
STATE	DE
a_account	
DESCRIPTION	RD 554
DESCRIPTION2	
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LUC	101
SCHOOL	5
MUNI	00
CAP	1
APRBLDG	151800
APRLAND	145500
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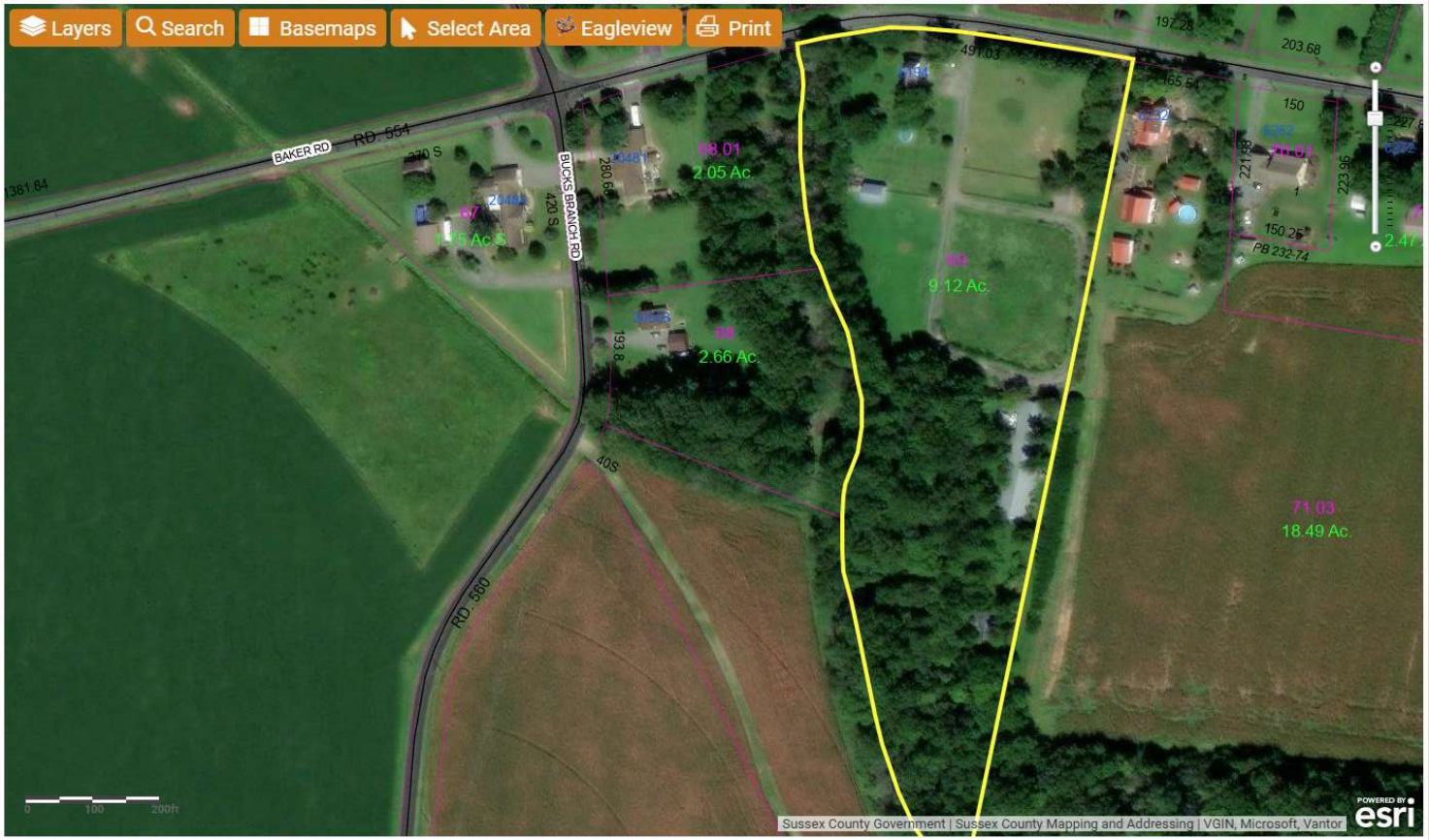
Selected Features (1)

Clear Selected

SUSSEX COUNTY
DELAWARE

Help

Layers | Search | Basemaps | Select Area | Eagleview | Print



Eagleview | Search Results

Selected Features: Parcels (1)

1) 531-3.00-69.00 Zoom

BOOK	2254
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CAP	1
APRBLDG	151800
APRLAND	145500
PINWASSEMENTUNIT	531-3.00-69.00
PIN	531-3.00-69.00

Selected Features (1)

Clear Selected


CONNECTEXPLORER
Search
Search by SUSSEXPARCELS
531-3.00-69.00
Search results (1)
Options
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Workspaces
© 2025 Eagleview
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map: Auto (Oblique)
Dates: All
image 23 of 79
03/18/2025

RECEIVED

OCT 02 2026

SUSSEX COUNTY PLANNING & ZONING

Board of Adjustment Application
Sussex County, Delaware

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

Case # 13238
Hearing Date 11-16-2026
202613513

Type of Application: (please check all applicable)

Variance ☑
Special Use Exception ☑
Administrative Variance ☐
Appeal ☐

Existing Condition ☐
Proposed ☐
Code Reference (office use only)

Site Address of Variance/Special Use Exception:

37468 Dune Road, Lewes, DE 19958

Variance/Special Use Exception/Appeal Requested:

Special Use Exception to build a 120' monopole telecommunications tower with a 4' lightning rod at the top; Variance from requirement to provide lights on tower at 50-foot intervals

Tax Map #: 335-9.00-23.00 **Property Zoning:** AR-1

Applicant Information

Applicant Name: Vertical Bridge Development, LLC
Applicant Address: 22 West Atlantic Avenue, Suite 310
City Delray Beach State FL Zip: 33444
Applicant Phone #: (443) 797-2967 Applicant e-mail: julie.elias@smartlinkgroup.com

Owner Information

Owner Name: State of Delaware, Department of Natural Resources and Environmental Control
Owner Address: 89 Kings Highway
City Dover State DE Zip: 19901 Purchase Date:
Owner Phone #: (302) 739-9220 Owner e-mail: dnrec.delaware.gov

Agent/Attorney Information

Agent/Attorney Name: Christopher Schubert
Agent/Attorney Address: 1521 Concord Pike, Suite 305
City Wilmington State DE Zip: 19803
Agent/Attorney Phone #: (610) 283-7440 Agent/Attorney e-mail: cschubert@regerlaw.com

Signature of Owner/Agent/Attorney

Date: 10/1/2026

EQUAL HOUSING OPPORTUNITY

Criteria for a Variance: (Please provide a written statement regarding each criteria).

*You shall demonstrate to the Board of Adjustment that the property meets **all** of the following criteria for a Variance to be granted.*

In granting any variance the Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of the Zoning Ordinance or Code. The Board is empowered in no case, however, to grant a variance in the use of land or structures thereon.

1. Uniqueness of property:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

See Addendum "A", attached hereto and incorporated herein.

2. Cannot otherwise be developed:

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

See Addendum "A", attached hereto and incorporated herein.

3. Not created by the applicant:

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

See Addendum "A", attached hereto and incorporated herein.

4. Will not alter the essential character of the neighborhood:

That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use of development of adjacent property, nor be detrimental to the public welfare.

See Addendum "A", attached hereto and incorporated herein.

5. Minimum variance:

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

See Addendum "A", attached hereto and incorporated herein.

Criteria for a Special Use Exception: (Please provide a written statement regarding each criteria)

*You shall demonstrate to the Board of Adjustment that the property meets **all** of the following criteria for a Special Use Exception to be granted.*

1. Such exception will not substantially affect adversely the uses of adjacent and neighboring property.

See Addendum "A", attached hereto and incorporated herein.

2. Any other requirements which apply to a specific type of special use exception as required by the Sussex County Code. (Ex. Time limitations – 5 year maximum)

See Addendum "A", attached hereto and incorporated herein.

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

Check List for Applications

The following shall be submitted with the application

- [x] **Completed Application**
- [x] **Provide a survey of the property** (Variance)
  - Survey shall show the location of building(s), building setbacks, stairs, deck, etc.
  - Survey shall show distances from property lines to buildings, stairs, deck, etc.
  - Survey shall be signed and sealed by a Licensed Surveyor.
- [x] **Provide a Site Plan or survey of the property** (Special Use Exception)
- [x] **Provide relevant Application Fee (please refer to fees effective July 1, 2022)**
- [x] **Provide written response to criteria for Variance or Special Use Exception** (may be on a separate document if not enough room on the form)
- [ ] **Copy of Receipt (staff)**
- [x] **Optional - Additional information for the Board to consider** (ex. photos, letters from neighbors, etc.)
- [x] **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 Hearing for the application.**

Please be advised that the decision of the Board of Adjustment is only final when the written decision is filed with the Board's secretary. To determine whether the written decision has been filed, you may call the Planning & Zoning Department at 302-855-7878. The written decision is generally completed within thirty (30) to sixty (60) days following the Board's vote on the application or appeal. Please include the case number when calling about the decision.

Please be advised that any action taken in reliance of the Board's decision prior to the filing of the written decision and the expiration of any applicable appeal period is taken at the Property Owner's Risk.

The undersigned acknowledges that that he or she has read the application completely and that if the appellant / applicant is unable to convince the Board that the standards for granting relief have been met, the appeal / application will be denied.

Signature of Owner/Agent/Attorney

_____ Date: 10/1/2026

For office use only:

Date Submitted: _____ Fee: Check #: _____

Staff accepting application: _____ Application & Case #: _____

Location of property: _____

_____

Subdivision: _____ Lot#: _____ Block#: _____

Date of Hearing: _____ Decision of Board: _____

APPLICATION TO THE BOARD OF ADJUSTMENT
SUSSEX COUNTY, DELAWARE

IN RE: BOARD OF ADJUSTMENT APPLICATION
VERTICAL BRIDGE DEVELOPMENT, LLC
For the Use and Benefit of New Cingular Wireless PCS, LLC
d/b/a AT&T Mobility, and Other Wireless Providers
US-DE-5062 Cape Henlopen State Park
Lewes, Delaware

ADDENDUM "A" TO BOARD OF ADJUSTMENT APPLICATION

I. *BACKGROUND*

The subject property ("Property") is owned by the State of Delaware Department of Natural Resources and Environmental Control ("Owner") and is commonly known as the Cape Henlopen State Park, having an address of 37468 Dune Road, Lewes, Delaware. The Property comprises an area of 94.2 +/- acres, is further identified as Tax Parcel Number 335-9.00-23.00 on the Sussex County Tax Map and is presently zoned AR-1 Agricultural Residential.

Vertical Bridge Development, LLC ("Applicant") proposes to construct and operate a 120-foot monopole wireless communications tower on the Property to replace a temporary telecommunications facility which currently is in operation. The temporary facility was established in 2023 and is a 120-foot ballast-mounted pole which supports the antennas for AT&T Mobility. The temporary pole is not designed for long-term use or to support loading of additional wireless providers. Therefore, to establish a permanent site that will be adequate for other wireless providers such as Verizon Wireless and T-Mobile, Applicant is proposing the construction of the permanent facility.

As the site plans which accompany this Application show, the facility (the "Facility") shall consist of a 120-foot monopole with lightening rod extending to a height of 124 feet. Nine (9) panel-style antennas will be placed on the pole at a centerline height of 115 feet. The antennas will be connected to radio-equipment placed within a cabinet located at ground level. A 30 kW diesel generator will provide emergency back-up power to operate the Facility in the event of power outages. Back-up power is required by the Federal Communications Commission for mission-critical sites such as this Facility. To meet code requirements, the Facility will be surrounded by a six (6)-foot tall chain link fence. Consistent with the County Code requirements, the monopole and leased area will be designed to accommodate up to three (3) wireless providers.

The Facility is needed to ensure continuous coverage for AT&T's wireless network at the Property. Coverage problems are especially significant during the summer months, when Cape Henlopen State Park receives over 1.8 million visitors. This site will be able to handle that network demand which is especially important for public safety within the Park. The Facility will also be available to provide network coverage and capacity for the Verizon Wireless and T-Mobile

networks. The proposed Facility represents the least intrusive means of solving this significant coverage and capacity gap in network coverage.

II. REQUEST FOR RELIEF

Applicant requests the following:

1. A special use exception pursuant to and consistent with Section 115-194.2.A of the Sussex County Code ("County Code") to allow for the installation and use of the Facility in accordance with the plans submitted with the Application. The special use exception is triggered because the proposed monopole is located within a residentially zoned district, even though the closest residential homes are located over 4,000 feet away.

2. A variance from the provisions of Section 115-194.2.H of the County Code which requires the installation of air traffic warning lights to be located at 50-foot intervals on the tower. While lighting on the tower may be required, the agency having jurisdiction over the need for air traffic control lighting and marking is the Federal Aviation Administration (FAA). Typically, warning lighting is mandated by the FAA and typically, if required, is only placed on the top of the tower. As such, Applicant requests that a variance be granted by the Board of Adjustment to require any warning lighting/markings as may ultimately be mandated by the FAA. Furthermore, the natural aspect of the Park will be disturbed with the installation of such lighting, unless otherwise required by the FAA.

3. To the extent necessary, site plan approval.

III. NARRATIVE IN SUPPORT OF REQUESTED ZONING RELIEF

The following narrative discusses the criteria applicable to the Application for special use exception, and why the proposed use is suitable for the Property and is in the best interests of the community.

County Code, Section 115-194.2 *Commercial communications towers and antennas.*

A. In nonresidential districts, no minimum lot size shall be required nor shall a special use exception be required, except that if any new freestanding commercial communications tower or antenna or monopole is to be erected within 500 feet of any residentially zoned lot, improved or which can be improved with a residential dwelling unit, a special use exception shall be required.

Since the Facility will be located with the AR-1 district, a special use exception is required by the County Code. The present Application is submitted as required.

B. Collocation of telecommunications equipment on existing freestanding towers, antennas, monopoles, buildings, water towers/tanks and other similar structures shall be permitted

without special use exception, subject to site plan review by the Planning and Zoning Commission.

Proofs shall be offered with testimony at the time of the hearing before the Board of Adjustment to establish that no available tall structures exist which are located within the required service area of the proposed Facility to satisfy the network requirements of AT&T.

C. *All applicants for special use exceptions shall submit a site plan and appropriate documentation demonstrating compliance with the applicable conditions listed in this section.*

The required site plans and other supporting documentation have been submitted with the Application to demonstrate compliance with the applicable conditions listed in Section 115-194.2 of the County Code.

D. *The applicant shall submit to the Board of Adjustment documentation showing that existing structures within a two-mile radius of the proposed location are not available for collocation. Any application for a new commercial communications tower or antenna or monopole shall include documentation substantiating the need for such tower at the proposed location.*

Applicant has submitted with the Application an alternatives analysis which shows the alternative sites considered within a two-mile radius, and rationale for rejection of those candidates as viable solutions to addressing the gap in wireless coverage. Additional proofs shall be offered with testimony at the time of the hearing before the Board of Adjustment to establish that no available tall structures exist which are located within the required service area of the proposed Facility to satisfy the network requirements of AT&T.

E. *All new towers or antennas or monopoles shall be designed to accommodate at least two additional PCS/cellular platforms.*

The proposed monopole shall be designed to support the antenna arrays and equipment of at least three (3) wireless providers. Applicant is willing to agree in writing to the imposition a condition to that effect as a requirement of any approval of its Application.

F. *All new freestanding towers or antennas or monopoles shall be set back from adjoining property lines by a minimum of 1/3 the height of the tower, antenna or monopole.*

The required setback for a 120-foot monopole is 40 feet. The proposed monopole shall be setback over 4,000 feet to the nearest property line to the northwest, which complies with the County Code.

G. *Pad sites, ground equipment structures and guy wires shall be surrounded by a minimum six-foot tall fence.*

The Facility shall be surrounded by a chain-link fence, six (6) feet in height. As a further security measure, 1-foot of barbed wire is typically placed above the fence, so that the overall height of the fence will be seven (7) feet, which complies with the County Code.

H. *All towers, antennas, or monopoles shall have warning lights. Such lights shall be placed every 50 feet of elevation. The tower, antenna or monopole shall meet all applicable requirements of the Federal Communications Commission and the Federal Aviation Administration.*

Applicant has completed an analysis of the impact of the Facility on air traffic navigation. The analysis indicates that the Facility will not require warning lighting. As such, Applicant requests that a variance be granted by the Board of Adjustment to require any warning lighting/markings as may ultimately be mandated by the FAA, in lieu of mandating placement of warning lights at 50-foot intervals. Applicant is willing to agree as a conditional of any approval that the tower, antenna or monopole shall meet all applicable requirements of the Federal Communications Commission and the Federal Aviation Administration.

I. *Any tower, antenna or monopole that is not operated for a continuous period of six months shall be considered abandoned, and the owner of such tower or antenna or monopole shall remove the same within 90 days of a receipt of notice from the county notifying the owner of such abandonment. If such tower is not removed within 90 days, the county may remove the tower or antenna or monopole at the owner's expense.*

Applicant is willing to agree to the above requirement as a condition of any approval which the Board of Adjustment may grant.

J. *No signs shall be permitted on any commercial antenna or towers or monopole. Any blinking or rotating lights thereon shall be screened so as not to throw their light below the horizontal plane upon which they are located, except as required by the Federal Aviation Administration.*

Applicant is willing to agree to the above requirement as a condition of any approval which the Board of Adjustment may grant.

IV. NARRATIVE IN SUPPORT OF REQUESTED VARIANCE RELIEF

The following narrative discusses the criteria applicable to the Application for variance relief, and why the proposed variance is suitable for the Property and is in the best interests of the community.

1. Uniqueness of property: *That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional*

topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

The requested variance is from the requirement for warning lights every 50' of elevation. The subject property is part of Cape Henlopen State Park and is visited by over a million people each year. The monopole location is near to the campground site, and warning lights would have an adverse impact on the camping experience for visitors to the park. The natural habitat of the fauna in the park will also be adversely affected. Additionally, the existing temporary monopole structure does not have warning lights and the replacement tower should maintain the current state of the skyline in the environment at the park.

2. Cannot otherwise be developed: *That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*

Due to the location of the state park, there is no other location within the area to be served where the tower could be located with warning lights and not adversely affect the permanent fauna residents and temporary human visitors to the park.

3. Not created by the applicant: *That such exceptional practical difficulty has not been created by the appellant.*

The exceptional practical difficulty has not been created by the applicant. The Park lacks sufficient coverage without a tower in this location, and the Cape lacks existing infrastructure for collocation options. A letter in support of the Application by D. Matthew Ritter, Director of the Delaware Division of Parks and Recreation, is submitted with the Application and variance request.

4. Will not alter the essential character of the neighborhood: *That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use of development of adjacent property, nor be detrimental to the public welfare.*

The variance, if authorized, will protect, not alter, the essential character of the neighborhood or district in which the property is located. In fact, the variance will enhance the nature of the Park as a wooded and wild coastal area. The nearest residential properties are over 4,000 feet away.

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

The requested variance to waive the warning light requirement is the minimum variance that will afford relief to protect the natural aspects of Cape Henlopen State Park.

V. FURTHER REASONS IN SUPPORT OF REQUESTED ZONING RELIEF

1. The addition of a telecommunication facility, a passive communications use, is a suitable and appropriate use of the Property. The use will not adversely affect the uses of adjacent and neighboring properties.

2. The proposed use will serve the best interest of the County, the convenience of the community, and the public welfare by making wireless telecommunications service available and by designing the Facility to accommodate additional providers.

3. The proposed use will be entirely consistent with the logical, efficient and economical extension of public services and facilities within the County including police and fire protection.

4. The proposed use will be designed in accordance with all applicable safety and industry standards and will not endanger the safety of persons or property.

5. The proposed use will not impair an adequate supply of light and air to adjacent property.

6. The proposed use will not adversely affect transportation or unduly burden public facilities.

7. The Facility will with all applicable standards established by the Federal Communications Commission.

8. The Facility shall not cause radio frequency interference with other communications facilities located in the County.

9. AT&T is licensed by the Federal Communications Commission to operate the Facility.

10. The Facility shall comply with all applicable Federal Aviation Administration Regulations.

11. The surrounding neighborhood will not be subjected to objectionable noise, lighting, glare, heat, ventilation, smoke, fumes, vapors, dust, dirt, gases or radioactive or electrical disturbances by the proposed use.

12. The Facility will be maintained in a safe manner in accordance with the requirements of the applicable building codes.

13. The placement of the proposed service cannot be provided through co-location with an existing facility or attachment to an existing structure.

14. The Facility is required for public safety given the significant number of visitors each summer to the Cape Henlopen State Park.

For all of the reasons stated above, Applicant requests the above referenced relief and any other relief the Board of Adjustment deems necessary. Detailed Plans of the proposed use have been submitted to the County, to be incorporated by reference herein, for consideration before the Board of Adjustment.

Respectfully submitted,

REGER RIZZO & DARNALL, LLP

Date: October 1, 2026

By: _____

Christopher H. Schubert, Esquire
Attorneys for Applicant
Vertical Bridge Development, LLC

ADDENDUM "A"

REGER RIZZO DARNALL LLP
ATTORNEYS AT LAW

Christopher H. Schubert
Partner
cschubert@regerlaw.com

10 Valley Stream Parkway
Suite 201A
Malvern, PA 19355

Main: 610.429.1369
Direct: 610.235.4682
Fax: 610.429.1379

RECEIVED
OCT 02 2026
SUSSEX COUNTY
PLANNING & ZONING

October 1, 2026

VIA OVERNIGHT MAIL

Jamie Whitehouse, Director
Department of Planning & Zoning / Sussex County
2 The Circle
PO Box 417
Georgetown, DE 19947

RE: Sussex County Board of Adjustment
Application of Vertical Bridge Development, LLC
Site Name: US-DE-5062 Cape Henlopen State Park
Address: 37468 Dune Road, Lewes, Delaware

Dear Mr. Whitehouse:

This office represents Vertical Bridge Development, LLC ("Vertical Bridge") with respect to the enclosed Application to the Sussex County Board of Adjustment relating to its telecommunications facility proposed on the Cape Henlopen State Park property located at 37468 Dune Road, Lewes, Delaware (the "Property"). The Property is further identified as Parcel 335-9.00-23.00 and is located within the AR-1 Agricultural-Residential district.

There is a need for enhanced wireless service coverage within the Park, including New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility ("AT&T"). Vertical Bridge is a telecommunications company which provides infrastructure facilities needed by the providers of personal wireless services licensed by the Federal Communications Commission. To achieve needed coverage for public safety, Vertical Bridge proposes the installation of a permanent monopole antenna support structure to replace the existing temporary pole. Like the existing pole, the new pole will extend to a height of 120 feet. AT&T will attach its panel-style antennas to the top of the tower, together with supporting electronic equipment. Fiber cables will connect to the antennas, run inside the tower, and will be attached to radio equipment located at the base of the tower. The radio equipment will be housed within a walk-in equipment cabinet at the base of the tower. The facility (as described, the "Facility") will be contained within a 20' x 23' compound. The compound shall be surrounded by a chain-link security fence, six (6) feet in height.

The Sussex County Code provides for use of a new Commercial Communications Tower by special use exception within a residential district. Code, §115-194.2.A. A variance is request as well from the Code lighting requirements.

In support of this Application, enclosed for filing please find the following:

1. One (1) original and copy of the Board of Adjustment, which includes Addendum "A" which further describes the project and provides the required written narrative in response to the applicable criteria for the special use exception.

2. Two (2) copies of the site plans prepared by the project engineers which plans depict the proposed Facility. Please note that I am submitting 11" x 17" copies. If the Board requires full plan copies (24" x 36"), please advise and I will get them to you promptly.

3. Two (2) copies of the of the radio frequency design report prepared by dBM Engineering, which explains why the Facility is required.

4. Two (2) copies of the report prepared by dBM Engineering which explains why there are no existing facilities within two miles of the proposed location that would work to resolve the coverage and capacity gaps in wireless network coverage.

5. Two (2) copies of the electromagnetic emissions report prepared by dBM Engineering, which demonstrates that the Facility will operate in compliance with all application regulations of the FCC.

6. Two (2) copies of the non-interference report prepared by dBM Engineering, which demonstrates that the Facility will not cause harmful interference while in operation.

7. Two (2) copies of the FAA TowAIR report in accordance with requirements of the Federal Aviation Administration.

8. Two (2) copies of the photo-simulations prepared by the project engineers which provide a representative depiction of the completed facility.

9. Two (2) copies of the lease agreement with the underlying property owner to establish standing. The lease is redacted as to financial terms.

10. Two (2) copies of the letter issued by the Delaware Department of Natural Resources and Environmental Control which explains the need for the Facility and support for the variance from the lighting requirements of the Code.

11. My firm's check made payable to Sussex County in the amount of $600, which I understand is the new required filing fee for the Application based on the County Fee Schedule.

Kindly advise if further information or documentation is required at this time. Also, please advise if this matter will be placed before any other Commission or Board prior to proceeding to the Board of Adjustment, as we would appreciate an opportunity to present this Application to anybody that may be rendering an opinion or recommendation on the Application. In addition, please advise whether Applicant is responsible for providing any public notice of the hearing or whether that obligation falls on the County. Unless I hear from you to the contrary, I shall assume that the County will handle all forms of required public notice.

Please note that additional documentation and testimony will be submitted in support of the Application at the time of hearing. Thank you in advance for your assistance in this matter. I look forward to presenting this Application before the Board of Adjustment. Should you have any concerns or questions, please feel free to contact my office at your convenience.

Very truly yours,

CHRISTOPHER H. SCHUBERT

CHS/dz
Enclosures

cc: Jennfier Norwood (via email jnorwood@sussexcountyde.gov) with Encl.
Collin Harvell (via email) (w/ enclosures)
Julie Elias (via email) (w/ enclosures)
William Leonard (via email) (w/ enclosures)

DELAWARE DEPARTMENT OF
NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL

Division of Parks and
Recreation
89 Kings Highway
Dover, DE 19901
302-739-9220
dnrec.delaware.gov

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OCT 02 2026

SUSSEX COUNTY
PLANNING & ZONING

August 12, 2026

Sussex County Board of Adjustment
Sussex County Government Center
2 The Circle
Georgetown, DE 19947

RE: Support for Variance Request from Tower Lighting Requirement for Proposed Wireless Communications Facility at Cape Henlopen State Park

Dear Members of the Board:

Delaware Division of Parks and Recreation (Parks) respectfully submits this letter in support of Vertical Bridge's request for a variance from Sussex County's tower lighting requirement for the proposed wireless communications tower to be located within Cape Henlopen State Park.

As one of Delaware's most visited state parks, Cape Henlopen welcomes millions of visitors each year and operates a highly utilized campground serving guests throughout much of the year. The park is an economic driver for the state and especially Sussex County. The park's natural setting, scenic character and dark nighttime environment are among the primary attributes valued by our visitors and campers.

One of the drawbacks to maintaining such a secluded feel and protecting large areas of land is the cellular coverage within those areas. This is problematic for our enforcement officers and beach patrol when emergencies need to be reported and relayed. The proposed communications tower will enhance wireless service and communications capabilities within and around the park while minimizing impacts to park operations and visitor use. Importantly, the Federal Aviation Administration (FAA) has reviewed the proposed structure and determined that obstruction lighting is not required for aviation safety purposes. As a result, any lighting installed on the tower would be solely to satisfy local requirements and would not serve a federally identified aviation safety need. The cellular tower is also of similar height to our existing WWII Fire Control Towers.

The tower is located immediately adjacent to the campground, and the required lighting at the top of the structure and at 50-foot intervals are expected to negatively affect the visitor experience, particularly for overnight campers. Visitors choose the campground to enjoy a natural setting, nighttime tranquility and the opportunity to experience the park after dark. The addition of multiple lights on the tower would introduce a constant visual intrusion into

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campsites, diminishing the sense of immersion in nature and potentially affecting campers' ability to rest and enjoy the park's nighttime environment.

In addition, given the tower's location within an existing pine forest, the lighting is not anticipated to provide a meaningful safety benefit. Rather, it would introduce additional artificial light into an otherwise naturally dark setting. While the addition of tower lighting may not substantially detract from the park's broader dark sky initiatives, Parks strives to minimize unnecessary lighting wherever practicable and to preserve the natural nighttime character of the park for the wildlife.

Minimizing unnecessary nighttime lighting is also important from an environmental perspective. Cape Henlopen provides important habitat for a variety of wildlife, including migratory birds. The division does not want to introduce unnecessary artificial lighting that could interfere with wildlife behavior or contribute to impacts on migrating birds, particularly given the tower's location within a coastal environment.

Because the FAA has determined that lighting is not necessary for aviation safety, and because the proposed lighting would create unnecessary impacts to visitors, wildlife and the park's natural nighttime environment, we believe the public interest is best served by allowing the tower to remain unlit. Granting the requested variance would enable the deployment of important wireless infrastructure while minimizing adverse impacts to the recreational, scenic and environmental resources that Cape Henlopen State Park is charged with protecting.

For these reasons, Parks strongly supports Vertical Bridge's request for relief from Sussex County's tower lighting requirement and respectfully requests that the Board grant the variance.

Thank you for your consideration of this matter.

Sincerely,

D. Matthew Ritter
Director
Delaware Division of Parks and Recreation

cc: Vertical Bridge



DELAWARE DEPARTMENT OF
NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL

Division of Parks and
Recreation
89 Kings Highway
Dover, DE 19901
302-739-9220
dnrec.delaware.gov

PO Box 165
Fairview Village, PA 19409
Phone: 610.304.2024
www.dBmEng.com

DBM ENGINEERING, P.C.

September 22, 2026
Collin Harvell
Vertical Bridge
22 W Atlantic Ave Suite 310
Delray Beach, FL 33444

RECEIVED
OCT 02 2026
SUSSEX COUNTY
PLANNING & ZONING

Subject: **Radio Frequency Design Analysis**
"Cape Henlopen" - US-DE-5062
37468 DUNE ROAD
LEWES, DELAWARE 19958
Latitude: N 38° 46' 29.3" (NAD 83)
Longitude: W 75° 05' 35.0" (NAD 83)

Mr. Harvell:

I have received and executed the request that I perform an independent evaluation and design review for the AT&T telecommunications facility proposed for conversion from temporary to permanent at the above referenced address. The intention of this study is to provide an objective, professional opinion regarding the proposed facility from a Radio Frequency design perspective. Specifically, how the site complements the existing network and what service objectives it fulfills. As a registered Professional Engineer, I am bound by a code of ethics to hold paramount the safety, health, and welfare of the public. All statements and calculations offered herein are made in an objective and truthful manner pursuant to that code.

Summary of Findings

In my professional opinion, the proposed permanence and capacity upgrade of the telecommunication facility is necessary to continue to provide wireless service in the eastern portions of Sussex County for AT&T customers. Without the temporary or permanent site, the nearby AT&T facilities would not provide adequate coverage or capacity for the targeted geography resulting in service issues. The proposed permanent facility is the only feasible alternative that will satisfy the design objective for affected areas. The design, location, and proposed antenna height is the least intrusive means of providing adequate service for AT&T subscribers in the targeted geography. The proposed antenna height is the absolute minimum acceptable to achieve a high percentage of the site's design goals.

Sincerely,

Andrew M. Petersohn, P.E.
Registered Professional Engineer
Delaware license number 14438



Existing AT&T Service

Currently, AT&T has five (5) existing sites in the area immediately surrounding the proposed facility (including the temporary facility at the location of the subject permanent site) as well as a proposed facility* roughly 1.5 miles northwest. These sites would be the first-tier neighbors for the proposed facility. The specifics and locations of these sites are detailed below:

Site Name	Street Address	City	Antenna Ht (ft)	Structure Type
LEWES NORTH	129 SCHLEY AVENUE	Lewes	95	Water Tower
CAPE HENLOPEN COW	1 DUNE ROAD	Lewes	119	Temp Monopole
DEL07066F_R01	9 RHODE ISLAND AVENUE	Lewes	41	Wood Pole
DEL07066F_R02	2500 BAY AVENUE	Lewes	40	Wood Pole
DEL07066F_R03	11 ILLINOIS AVENUE	Lewes	41	Wood Pole
Lewes Ferry Terminal*	41 CAPE HENLOPEN DRIVE	Lewes	80	Proposed Monopole

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Fairview Village, PA 19409
Phone: 610.304.2024
www.dBmEng.com

AT&T Coverage without the Cape Henlopen Location

The in-building (yellow), in-vehicle (light green), and on-street (dark green) coverage footprints from the above existing facilities and without a facility at the Cape Henlopen location are illustrated below in figure 1. Without a facility at the subject location, there exists a significant gap in reliable coverage for AT&T subscribers in eastern Sussex County in and around the Cape Henlopen State Park and beach areas.



Figure 1 – Existing Coverage

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Fairview Village, PA 19409
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DBM ENGINEERING, P.C.

Proposed AT&T Coverage Improvement

Figure 2 below illustrates the AT&T anticipated in-building (yellow), in-vehicle (light green), and on-street (dark green) coverage with the temporary site location converted to a permanent AT&T facility. The proposed permanent facility will clearly remedy the existing coverage issues in the aforementioned areas of need enabling reliable in-building and in-vehicle service for the AT&T subscribers working, recreating or traveling in the area. Any decrease in the height of the proposed facility will significantly diminish the effectiveness of the proposed site.

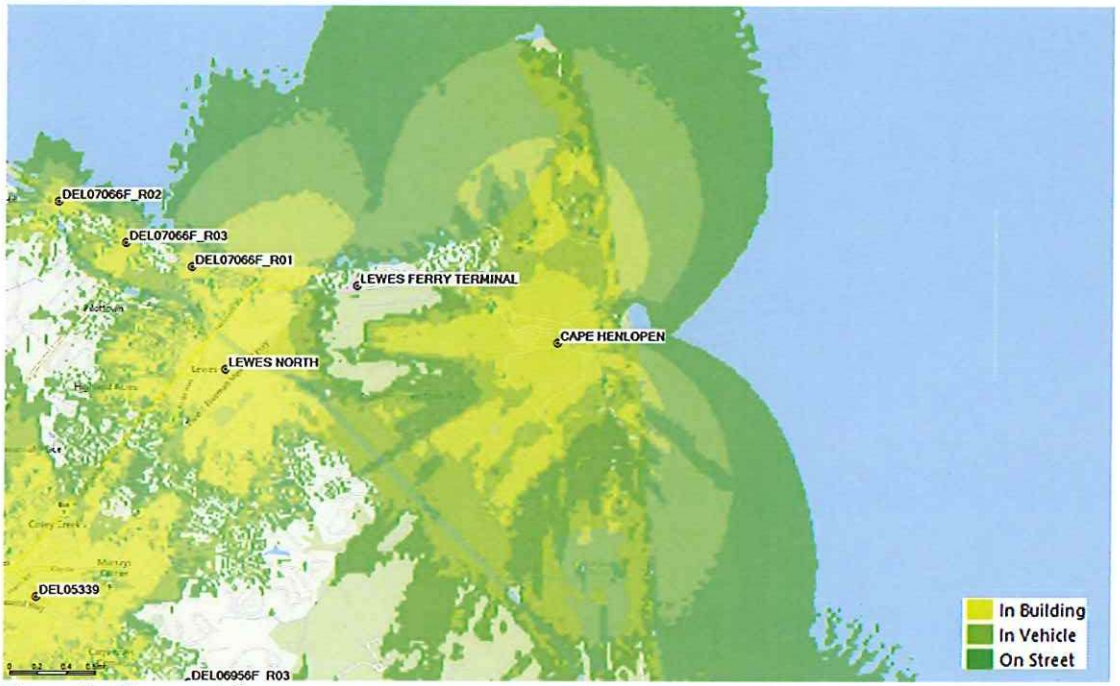


Figure 2 – Proposed Coverage

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Phone: 610.304.2024
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Reliable Service

The term "reliable" is used to describe areas where a AT&T subscriber has the ability to place, receive, and maintain a phone call. Additionally, the concept of reliable service extends beyond just voice communication; access to the data network with a high probability of success and adequate throughput is now a pre-requisite to reliable service. Reliable service provided from a facility is affected by many factors including surrounding topography, clutter types, foliage, and subscriber loading during the site's hour of heaviest use, its "busy hour". Because the network must maintain reliability under all conditions, these factors are taken into consideration when designing a new facility.

Wireless Substitution

According to the CDC[1] 78.0% of adults and 86.9% of children lived in wireless-only households during the second half of 2024. The increase in the prevalence of adults living in wireless-only households is a continuation of the increasing trend that has been seen over time. Demographic subgroups with the highest percentages of wireless-only adults include adults aged 25–29 (88.9%) and 35-44 (88.3%), and adults renting their homes (88.1%) As wireless substitution continues to spread, availability of in-building wireless service, both data and voice, becomes increasingly important.

Emergency Services Implications

Wireless devices are widely used by municipal emergency services for voice and data services including those that impact public safety. Additionally enhanced 911 (E911) services, which allow a mobile caller to be located by the dispatch center, are dependent on an adequate service level to provide help in an emergency. It is estimated that approximately 80% of 911 calls originate from mobile devices[2]. In the service challenged areas, an unreliable level of wireless service could, in many cases, negatively affect the ability of an individual in need of emergency services who is dialing 911.

[1] https://www.cdc.gov/nchs/data/nhis/earlyrelease/wireless202506.pdf
[2] https://www.nena.org/page/911Statistics

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Alternate Candidate Discussion

It is AT&T policy and overwhelming preference to utilize existing, tall structures as antenna support platforms when their location, available attachment height, and structural capacity are congruent with AT&T's network requirements. This is because the co-location process is almost always less expensive, faster to market, and less involved from a permitting perspective than the construction of a new tower structure. In this case, other than the temporary monopole installation, there were no viable, existing tall structures within the area of technical need that would satisfy the AT&T design objectives. There are some tall structures roughly 1.5 miles northeast including the existing Pilots' tower adjacent to the Lewes Ferry terminal as well as the historic lookout tower just south of the Lewes Ferry terminal but, along with other issues, those structures are far too distant to meet AT&T's need.

Technical Parameters of Consideration

The above calculations were based on the equipment configuration information furnished by representatives of AT&T. Specifically, for this installation, AT&T plans to add nine (9) new panel-style antennas at an antenna centerline height of 115' above grade on the tower. The antennas will be organized in three (3) arrays of three (3) antennas per array with sector azimuths of 170°, 260°, and 350° in the horizontal plane with respect to true north. Transmitting through these antennas will be up to four (4) 5GNR transmit paths in the 600 MHz band (per sector) at a cumulative maximum of 240 watts, up to twelve (12) LTE transmit paths in the 700 MHz band (per sector) at a cumulative maximum of 480 watts, up to eight (8) 5GNR transmit paths in the 1900 MHz band (per sector) at a cumulative maximum of 240 watts, up to four (4) 5GNR transmit paths in the 2100 MHz band (per sector) at a cumulative maximum of 240 watts, up to four (4) 5GNR transmit paths in the 850 MHz band (per sector) at a cumulative maximum of 240 watts, up to sixty-four (64) 5GNR transmit paths in the 3700 MHz C-Band band (per sector) at a cumulative maximum of 320 watts radio power, and up to sixty-four (64) 5GNR transmit paths in the 3500 MHz DoD-Band band (per sector) at a cumulative maximum of 320 watts radio power.

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Phone: 610.304.2024
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DECLARATION OF ENGINEER

Andrew M. Petersohn, P.E., hereby states that he is a graduate telecommunications consulting engineer possessing Master and Bachelor Degrees in Electrical Engineering from Lehigh University (2005 and 1999, respectively). His corporation, dBm Engineering, P.C., has been retained by representatives of AT&T to perform a radio frequency design analysis for a proposed telecommunications facility.

Mr. Petersohn also asserts that the calculations and/or measurements described in this report were made personally and in a truthful and objective manner. Mr. Petersohn is a Registered Professional Engineer licensed in Pennsylvania, Delaware, Maryland, Virginia, New York, Florida and New Jersey. He has over two decades of engineering experience in the field of wireless communications. Mr. Petersohn is an active member of the National Society of Professional Engineers (NSPE) and the Pennsylvania Society of Professional Engineers (PSPE). Mr. Petersohn further states that all facts and statements contained in the foregoing document are true and accurate to the best of his knowledge. He believes, under penalty of perjury, the foregoing to be correct.

Andrew M. Petersohn, P.E.
Registered Professional Engineer
Delaware license number 14438

ANDREW M. PETERSOHN
No. 14438
DELAWARE
PROFESSIONAL ENGINEER

Executed this the 22nd day of September, 2026.

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DBM ENGINEERING, P.C.

September 22, 2026
Collin Harvell
Vertical Bridge
22 W Atlantic Ave Suite 310
Delray Beach, FL 33444

Subject: **Alternatives Analysis**
"Cape Henlopen" - US-DE-5062
37468 DUNE ROAD
LEWES, DELAWARE 19958
Latitude: N 38° 46' 29.3" (NAD 83)
Longitude: W 75° 05' 35.0" (NAD 83)

Mr. Harvell:

I have received and executed your request that I compile an inventory of existing tall structures located within two miles of the proposed tower at the above-referenced location. As a registered Professional Engineer, I am bound by a code of ethics to hold paramount the safety, health, and welfare of the public. All statements and calculations offered herein are made in an objective and truthful manner pursuant to that code.

Summary of Findings

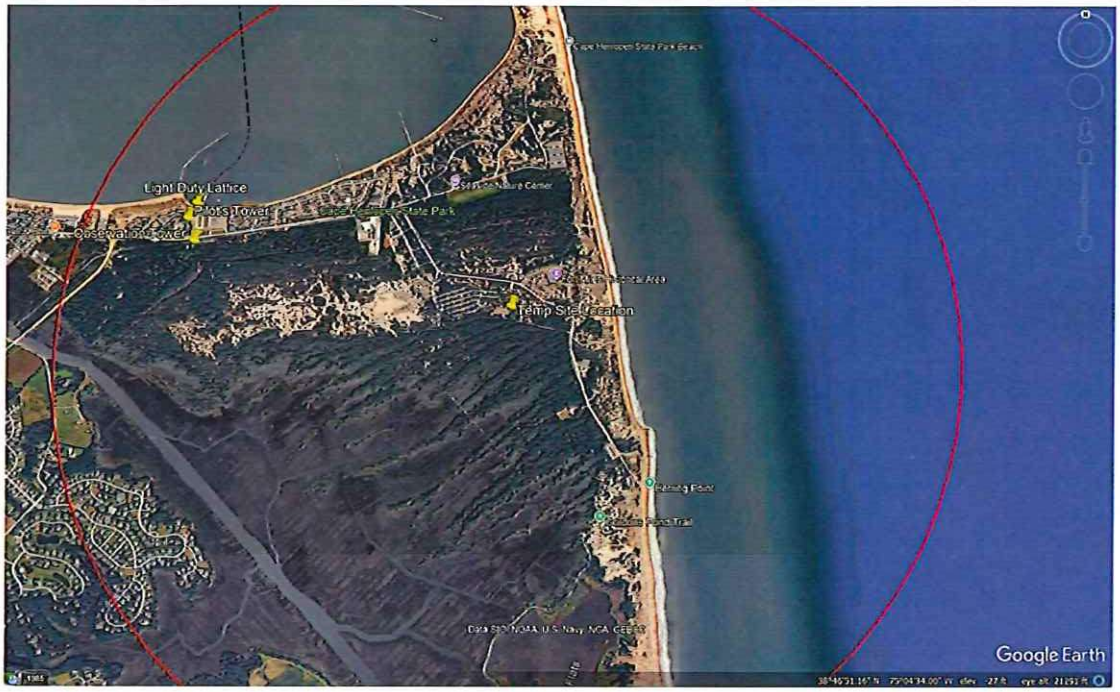
The following map illustration accurately accounts for all known existing tall structures near the proposed tower at the above referenced location. As illustrated, there exists one structure that AT&T is already installed on –the temporary tower at the subject property. The only other known tall structures within two miles of the proposed tower are all about one and one-half miles northwest near the Lewes Ferry terminal: The Pilots' tower, the River and Bay Police light duty lattice tower, and an historic World War II observation tower about four-hundred feet southwest of the terminal. Use could not be made of the structures near the Lewes Ferry terminal because, along with other issues, these structures are far too distant from the area of technical need to meet AT&T's objectives.

Sincerely,

Andrew M. Petersohn, P.E.
Registered Professional Engineer
Delaware license number 14438

ANDREW M. PETERSOHN LICENSE No. 14438 DELAWARE PROFESSIONAL ENGINEER

Existing Tall Structures



It is AT&T policy and overwhelming preference to utilize existing, tall structures as antenna support platforms when their location, available attachment height, and structural capacity are congruent with AT&T's network requirements. This is because the co-location process is almost always less expensive, faster to market, and less involved from a permitting perspective than the construction of a new tower structure. In addition to being too distant to satisfy the coverage needs near Cape Henlopen, both the Pilots' and the River and Bay Police towers were found to be structurally inadequate to support the required AT&T loading. The Pilot's tower already supports the antennas of two commercial wireless providers along with equipment from other entities so adding a third provider would push it beyond its structural limitations. The River and Bay Police tower is a light-duty lattice style tower and therefore not designed to accommodate the load of even one commercial provider. Finally, the observation tower is a historically significant structure and thus unavailable for commercial purposes.

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Andrew M. Petersohn, P.E., hereby states that he is a graduate telecommunications consulting engineer possessing Master and Bachelor Degrees in Electrical Engineering from Lehigh University (2005 and 1999, respectively). His corporation, dBm Engineering, P.C., has been retained by representatives of AT&T to perform a two (2) mile inventory for a proposed telecommunications facility.

Mr. Petersohn also asserts that the calculations and/or measurements described in this report were made personally and in a truthful and objective manner. Mr. Petersohn is a Registered Professional Engineer licensed in Pennsylvania, Delaware, Maryland, Virginia, New York, Florida and New Jersey. He has over two decades of engineering experience in the field of wireless communications. Mr. Petersohn is an active member of the National Society of Professional Engineers (NSPE) and the Pennsylvania Society of Professional Engineers (PSPE). Mr. Petersohn further states that all facts and statements contained in the foregoing document are true and accurate to the best of his knowledge. He believes, under penalty of perjury, the foregoing to be correct.

Andrew M. Petersohn, P.E.
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Delaware license number 14438

ANDREW M. PETERSOHN
No. 14438
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SUSSEX COUNTY
PLANNING & ZONING

September 23, 2026
Collin Harvell
Vertical Bridge
22 W Atlantic Ave Suite 310
Delray Beach, FL 33444

Subject: **Electromagnetic Exposure Analysis**
"Cape Henlopen" - US-DE-5062
37468 DUNE ROAD
LEWES, DELAWARE 19958
Latitude: N 38° 46' 29.3" (NAD 83)
Longitude: W 75° 05' 35.0" (NAD 83)

Mr. Harvell:

I have received and executed your request that I perform an independent evaluation and certification of the anticipated radio-frequency emission levels for the AT&T and Verizon Wireless telecommunications facility proposed at the above-referenced coordinates. The intention of this study is to verify compliance with Federal Communications Commission (hereafter "FCC") guidelines for human exposure limits to radio-frequency electromagnetic fields as per FCC Code of Federal Regulation 47 CFR 1.1307 and 1.1310 which incorporate ANSI standards C95.3. As a registered Professional Engineer, I am bound by a code of ethics to hold paramount the safety, health, and welfare of the public. All statements and calculations offered herein are made in an objective and truthful manner pursuant to that code.

Summary of Findings

The maximum exposure to radio-frequency emissions from the AT&T and Verizon Wireless equipment will be compliant with FCC exposure limits. **Using upper limit assumptions for the AT&T and Verizon Wireless equipment configuration the cumulative radio-frequency exposure levels would be 5.28 % of the applicable FCC standard at all ground locations of public access.** The following modeling specifically illustrates the anticipated exposure levels in areas surrounding the facility. All exposure limits have been calculated using the methods prescribed in FCC Office of Engineering and Technology (OET) Bulletin 65 "Evaluating Compliance with FCC Guidelines for Human Exposure to Radio-frequency Electromagnetic Fields". The upper-limit conditions include maximum traffic loading, significant antenna down-tilt, simultaneous maximum pattern gain for all transmitting antennas, and constructive interference from ground reflection. AT&T and Verizon Wireless will remain within their FCC governed limits for output power but for worst-case analysis purposes, the equipment theoretical output power is considered in this analysis. Additionally, signal attenuation due to environmental clutter such as buildings, trees, and roadways has been ignored which will overestimate actual

power densities. Continuous exposure at 100% of FCC limit is considered by the scientific community to be just as safe as continuous exposure at 1% of FCC limit.

Applicability of the National Telecommunications Act of 1996

This Act states that "no state or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio-frequency emissions to the extent that such facilities comply with the (Federal Communications) Commission's regulations concerning such emissions". As indicated above, this proposed facility will be in full compliance with the FCC's emissions standards and as such is beyond regulation in that regard.

Technical Parameters of Consideration

The calculation results presented are based on the equipment configuration information furnished by representatives of AT&T. Specifically, for this installation, AT&T plans to add nine (9) new panel-style antennas at an antenna centerline height of 115' above grade on the tower. The antennas will be organized in three (3) arrays of three (3) antennas per array with sector azimuths of 170°, 260°, and 350° in the horizontal plane with respect to true north. Transmitting through these antennas will be up to four (4) 5GNR transmit paths in the 600 MHz band (per sector) at a cumulative maximum of 240 watts, up to twelve (12) LTE transmit paths in the 700 MHz band (per sector) at a cumulative maximum of 480 watts, up to eight (8) 5GNR transmit paths in the 1900 MHz band (per sector) at a cumulative maximum of 240 watts, up to four (4) 5GNR transmit paths in the 2100 MHz band (per sector) at a cumulative maximum of 240 watts, up to four (4) 5GNR transmit paths in the 850 MHz band (per sector) at a cumulative maximum of 240 watts, up to sixty-four (64) 5GNR transmit paths in the 3700 MHz C-Band band (per sector) at a cumulative maximum of 320 watts radio power, and up to sixty-four (64) 5GNR transmit paths in the 3500 MHz DoD-Band band (per sector) at a cumulative maximum of 320 watts radio power. Verizon Wireless plans to add nine (9) new panel-style antennas at an antenna centerline height of 105' above grade. The antennas will be organized in three (3) arrays of three (3) antennas per array with sector azimuths of 10°, 120°, and 250° in the horizontal plane with respect to true north. Transmitting through these antennas will be four (4) LTE transmit paths in the 700 MHz band (per sector) at a cumulative maximum of 160 watts, up to thirty-two (32) 5GNR transmit paths in the 1900 MHz band (per sector) at a cumulative maximum of 132 watts, up to four (4) 5GNR transmit paths in the 850 MHz band (per sector) at a cumulative maximum of 160 watts, up to thirty-two (32) LTE transmit paths in the 2100 MHz (AWS) band (per sector) at a cumulative maximum of 164 watts, up to thirty-two (32) LTE transmit paths in the 2100 MHz (AWS-3) band (per sector) at a cumulative maximum of 110 watts, and up to sixty-four (64) 5GNR transmit paths in the 3700 MHz band (per sector) at a cumulative maximum of 480 watts radio power.

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Co-location of Other Wireless Providers
In an attempt to halt the proliferation of telecommunications structures and preserve as much of their natural landscape as possible many municipalities have adopted telecommunications ordinances that specifically require structures to accommodate additional wireless providers from a structural standpoint. **From the standpoint of radio-frequency exposure**, the AT&T and Verizon Wireless equipment would in no way preclude the use of this facility by other providers.

Background Information
In 1985, the FCC first adopted guidelines to be used for evaluating human exposure to RF emissions. The FCC revised and updated these guidelines on August 1, 1996, as a result of a rule-making proceeding initiated in 1993. The new guidelines incorporate limits for Maximum Permissible Exposure (MPE) in terms of electric and magnetic field strength and power density for transmitters operating at frequencies between 300 kHz and 100 GHz.

The FCC's MPE limits are based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP) and, over a wide range of frequencies, the exposure limits were developed by the Institute of Electrical and Electronics Engineers, Inc., (IEEE) and adopted by the American National Standards Institute (ANSI) to replace the 1982 ANSI guidelines. Limits for localized absorption are based on recommendations of both ANSI/IEEE and NCRP.

The FCC's limits, and the NCRP and ANSI/IEEE limits on which they are based, are derived from exposure criteria quantified in terms of specific absorption rate (SAR). The basis for these limits is a whole-body averaged SAR threshold level of 4 watts per kilogram (4 W/kg), as averaged over the entire mass of the body, above which expert organizations have determined that potentially hazardous exposures may occur. The MPE limits are derived by incorporating safety factors that lead, in some cases, to limits that are more conservative than the limits originally adopted by the FCC in 1985. Where more conservative limits exist, they do not arise from a fundamental change in the RF safety criteria for whole-body averaged SAR, but from a precautionary desire to protect subgroups of the general population who, potentially, may be more at risk.

The FCC exposure limits are also based on data showing that the human body absorbs RF energy at some frequencies more efficiently than at others. The most restrictive limits occur in the frequency range of 30-300 MHz where whole-body absorption of RF energy by human beings is most efficient. At other frequencies, whole-body absorption is less efficient, and consequently, the MPE limits are less restrictive.

MPE limits are defined in terms of power density (units of milliwatts per centimeter squared: mW/cm^2), electric field strength (units of volts per meter: V/m) and magnetic field strength (units of amperes per meter: A/m). The far-field of a transmitting antenna

is where the electric field vector (E), the magnetic field vector (H), and the direction of propagation can be considered to be all mutually orthogonal ("plane-wave" conditions).

Occupational / controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general population/uncontrolled limits, as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

General population / uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public would always be considered under this category when exposure is not employment-related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area. **In the case of this study, the general population exposure limits have been applied as they are the more conservative set of standards.**

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Additional Remarks

The radio-frequency emission levels from AT&T, Verizon Wireless, and other PCS and Cellular communications base stations are similar to that of other two-way communications systems like those used by police, fire and ambulance personnel. In contrast, commercial broadcast systems like television and radio often transmit at power levels ten times greater or more than the systems discussed above.

The biological effects on humans of non-ionizing radio-frequency exposure have been studied extensively now for decades. There have been thousands of reports produced by government agencies, universities, and private research groups that support the standards adopted by the FCC. **To date, there have been no credible studies conducted whose results showed evidence of any adverse health effects at the above exposure limits.**

Sincerely,

Andrew M. Petersohn, P.E.
Registered Professional Engineer
Delaware license number 14438



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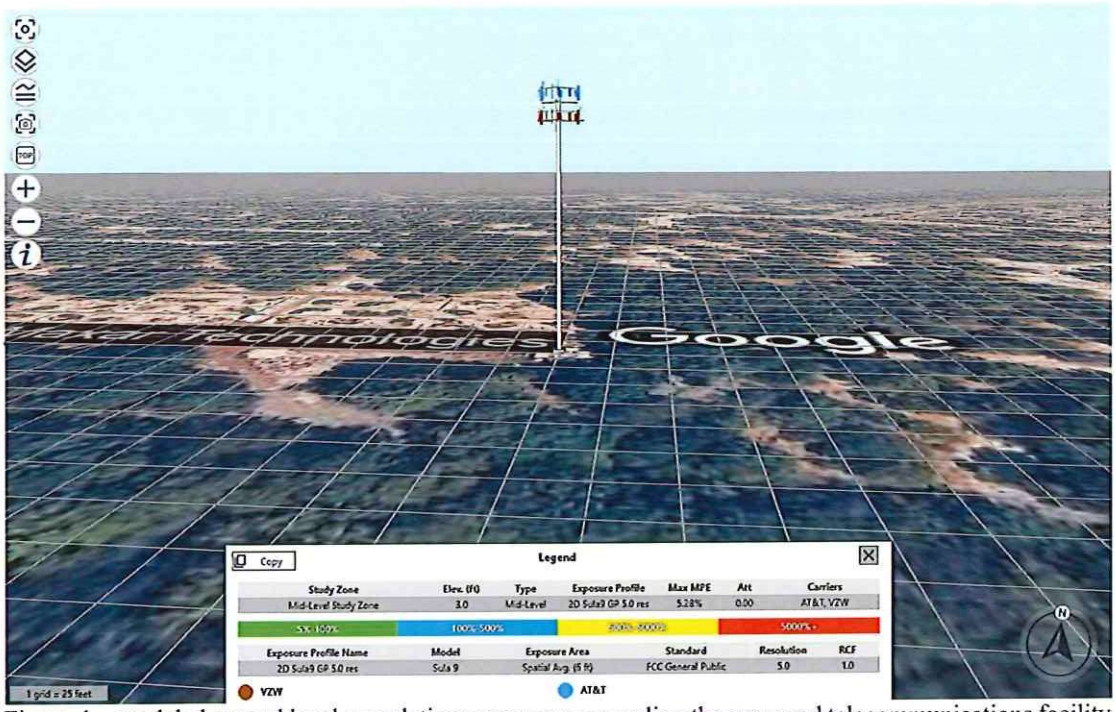


Figure-1 – modeled ground level cumulative exposure surrounding the proposed telecommunications facility expressed in percentage of the applicable FCC standard

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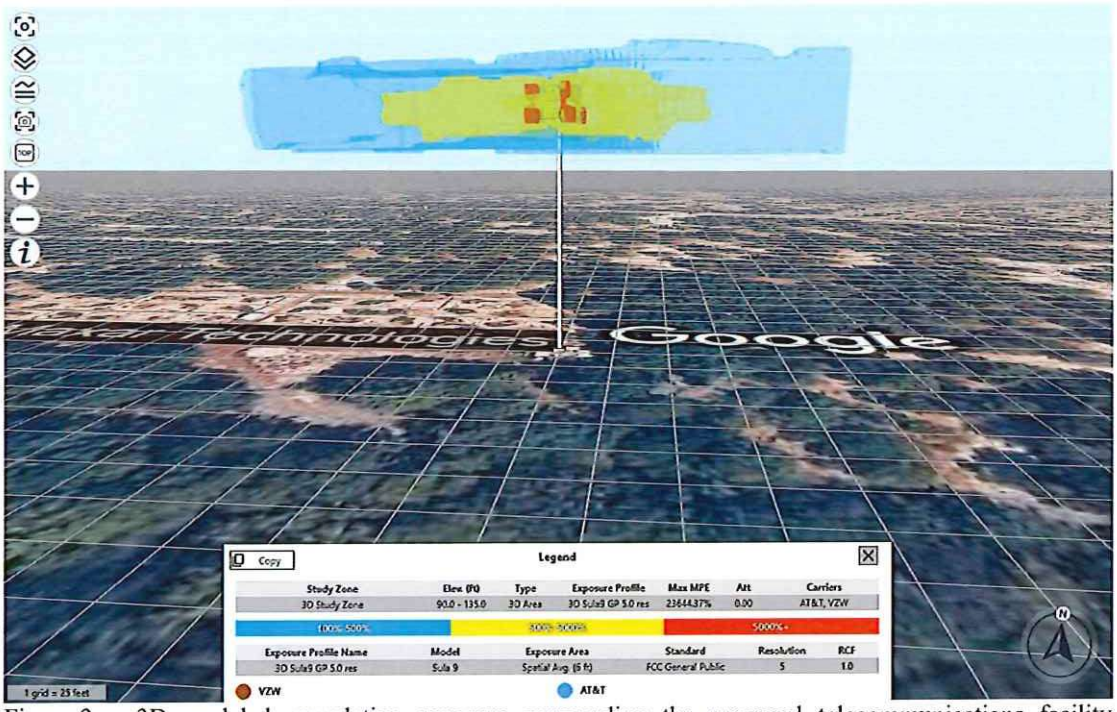


Figure-2 – 3D modeled cumulative exposure surrounding the proposed telecommunications facility expressed in percentage of the applicable FCC standard

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DECLARATION OF ENGINEER

Andrew M. Petersohn, P.E., hereby states that he is a graduate telecommunications consulting engineer possessing Master and Bachelor Degrees in Electrical Engineering from Lehigh University (2005 and 1999, respectively). He has been retained by representatives of AT&T to perform an electromagnetic exposure analysis for a proposed telecommunications facility.

Mr. Petersohn asserts that the calculations and/or measurements described in this report were made personally and in a truthful and objective manner. Mr. Petersohn is a Registered Professional Engineer licensed in Pennsylvania, Delaware, Maryland, Virginia, New York, Florida and New Jersey. He has over two decades of engineering experience in the field of wireless communications. Mr. Petersohn is an active member of the National Society of Professional Engineers (NSPE) and the Pennsylvania Society of Professional Engineers (PSPE). Mr. Petersohn further states that all facts and statements contained in the foregoing document are true and accurate to the best of his knowledge.

Andrew M. Petersohn, P.E.
Registered Professional Engineer
Delaware license number 14438

ANDREW M. PETERSOHN LICENSE No. 14438 DELAWARE PROFESSIONAL ENGINEER

Executed this the 23rd day of September, 2026.

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DBM ENGINEERING, P.C.

September 23, 2026
Collin Harvell
Vertical Bridge
22 W Atlantic Ave Suite 310
Delray Beach, FL 33444

RECEIVED
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SUSSEX COUNTY
PLANNING & ZONING

Subject: **Interference Analysis**
"Cape Henlopen" - US-DE-5062
37468 DUNE ROAD
LEWES, DELAWARE 19958
Latitude: N 38° 46' 29.3" (NAD 83)
Longitude: W 75° 05' 35.0" (NAD 83)

Mr. Harvell:

I have received and executed the request that I perform an independent evaluation of the potential for harmful interference generated by the AT&T and Verizon telecommunications facility at the location referenced above. The intention of this study is to determine if the manifestation of harmful interference is a viable concern through the close examination of the radio frequency (hereafter RF) parameters of the installation. As a registered professional engineer, I am bound by a code of ethics to hold paramount the safety, health, and welfare of the public. All statements and calculations offered herein are made in an objective and truthful manner pursuant to that code.

Summary of Findings
After close examination of the details of this proposal, it is my professional opinion that **no potential exists for the manifestation of harmful interference** as a result of the proposed AT&T and Verizon telecommunications facility. My findings indicate that AT&T and Verizon will be operating in full compliance with all applicable standards as outlined in their Federal Communications Commission licensure.

Sincerely,

ANDREW M. PETERSOHN LICENSE No. 14438 DELAWARE PROFESSIONAL ENGINEER

Andrew M. Petersohn, P.E.
Registered Professional Engineer
Delaware license number 14438

Licensure Discussion

AT&T is bound by its Federal Communications Commission (hereafter FCC) licensure to transmit only the specific frequencies and power levels for which they are licensed. In Sussex County, Delaware these licenses include the 'A' Cellular Band, the 'A', 'B3', and 'D' PCS bands, the 'H' and 'I' AWS bands, the 'B', 'C' and 'D' 700 MHz bands, the 'A' 'B', 'C', and 'D' WCS band, portions of the 3700 MHz 'C' band and portions of the 3400 MHz 'DoD' band. Similarly, the Verizon Wireless licenses include the 'B' Cellular Band, the 'E' and 'F' PCS band, the 'A', 'B', and 'J' AWS bands, the upper 'C' 700 MHz band, portions of the "UU" (28 GHz) bands, and portions of the 3.7 GHz 'C' band licenses. Other communication facilities and services such as emergency responders, television broadcasting, AM/FM broadcasting, mobile to mobile radios, and home electronics operate at different frequencies, once again, allocated by the FCC. For this reason, the manifestation of **direct**, harmful interference is precluded by virtue of AT&T being the only entity licensed to utilize these specifically defined portions of the RF spectrum. As such, there will be no direct, significant radio frequency emissions that fall into any band other than that for which AT&T or Verizon is licensed. However, when non-linear elements (such as amplifiers) are introduced in the RF path the possibility exists for **indirect** interference caused by harmonic and inter-modulated frequency emissions that may fall outside the licensed spectrum. Due to the fact that the harmonic and inter-modulated output of Cellular and PCS transmitters is extremely low (as required by FCC type approval), this only becomes a concern when there are multiple telecommunication installations in close proximity to one another. This problem is easily avoided by insuring adequate vertical separation (roughly 10') when service providers co-locate on a structure. In this specific installation, the 10' requirement is being strictly adhered to. **In the unlikely event that future radio frequency interference is reported, it is AT&T policy (and incumbent upon them as an FCC licensee) to identify and mitigate any reported interference issues as quickly as possible.**

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Facility Discussion

According to the configuration information furnished by its representatives, AT&T plans to add nine (9) new panel-style antennas at an antenna centerline height of 115' above grade on the tower. The antennas will be organized in three (3) arrays of three (3) antennas per array with sector azimuths of 170°, 260°, and 350° in the horizontal plane with respect to true north. Transmitting through these antennas will be up to four (4) 5GNR transmit paths in the 600 MHz band (per sector) at a cumulative maximum of 240 watts, up to twelve (12) LTE transmit paths in the 700 MHz band (per sector) at a cumulative maximum of 480 watts, up to eight (8) 5GNR transmit paths in the 1900 MHz band (per sector) at a cumulative maximum of 240 watts, up to four (4) 5GNR transmit paths in the 2100 MHz band (per sector) at a cumulative maximum of 240 watts, up to four (4) 5GNR transmit paths in the 850 MHz band (per sector) at a cumulative maximum of 240 watts, up to sixty-four (64) 5GNR transmit paths in the 3700 MHz C-Band band (per sector) at a cumulative maximum of 320 watts radio power, and up to sixty-four (64) 5GNR transmit paths in the 3500 MHz DoD-Band band (per sector) at a cumulative maximum of 320 watts radio power. Verizon Wireless plans to add nine (9) new panel-style antennas at an antenna centerline height of 105' above grade. The antennas will be organized in three (3) arrays of three (3) antennas per array with sector azimuths of 10°, 120°, and 250° in the horizontal plane with respect to true north. Transmitting through these antennas will be four (4) LTE transmit paths in the 700 MHz band (per sector) at a cumulative maximum of 160 watts, up to thirty-two (32) 5GNR transmit paths in the 1900 MHz band (per sector) at a cumulative maximum of 132 watts, up to four (4) 5GNR transmit paths in the 850 MHz band (per sector) at a cumulative maximum of 160 watts, up to thirty-two (32) LTE transmit paths in the 2100 MHz (AWS) band (per sector) at a cumulative maximum of 164 watts, up to thirty-two (32) LTE transmit paths in the 2100 MHz (AWS-3) band (per sector) at a cumulative maximum of 110 watts, and up to sixty-four (64) 5GNR transmit paths in the 3700 MHz band (per sector) at a cumulative maximum of 480 watts radio power.

Additional Remarks

The radio frequency emission levels from AT&T, Verizon Wireless and other PCS and Cellular communications base stations are similar to that of other two-way communications systems such as those used by police, fire and ambulance personnel. In contrast, commercial broadcast systems such as television and radio often transmit at power levels ten times greater or more than the systems discussed above. Due to the relatively low power output, the potential for harmful interference is greatly reduced as the harmonic and inter-modulated emissions are typically in the noise floor of most receivers when only a few hundred feet away.

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DECLARATION OF ENGINEER

Andrew M. Petersohn, P.E., hereby states that he is a graduate telecommunications consulting engineer possessing Master and Bachelor Degrees in Electrical Engineering from Lehigh University (2005 and 1999, respectively). His corporation, dBm Engineering, P.C., has been retained by representatives of AT&T to perform an interference analysis for a proposed telecommunications facility.

Mr. Petersohn also asserts that the calculations and/or measurements described in this report were made personally and in a truthful and objective manner. Mr. Petersohn is a Registered Professional Engineer licensed in Pennsylvania, Delaware, Maryland, Virginia, New York, Florida and New Jersey. He has over two decades of engineering experience in the field of wireless communications. Mr. Petersohn is an active member of the National Society of Professional Engineers (NSPE) and the Pennsylvania Society of Professional Engineers (PSPE). Mr. Petersohn further states that all facts and statements contained in the foregoing document are true and accurate to the best of his knowledge. He believes, under penalty of perjury, the foregoing to be correct.

Andrew M. Petersohn, P.E.
Registered Professional Engineer
Delaware license number 14438

ANDREW M. PETERSOHN LICENSE No. 14438 DELAWARE PROFESSIONAL ENGINEER

Executed this the 23rd day of September, 2026

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DBM ENGINEERING, P.C.

TOWAIR Determination Results

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*** NOTICE ***

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

DETERMINATION Results

Structure does not require registration. There are no airports within 8 kilometers (5 miles) of the coordinates you provided.

Your Specifications

NAD83 Coordinates	
Latitude	38-46-29.0 north
Longitude	075-05-35.0 west
Measurements (Meters)	
Overall Structure Height (AGL)	37.8
Support Structure Height (AGL)	36.6
Site Elevation (AMSL)	9.5
Structure Type	
MTOWER - Monopole	

Tower Construction Notifications
Notify Tribes and Historic Preservation Officers of your plans to build a tower.

CLOSE WINDOW

RECEIVED

OCT 02 2026

SUSSEX COUNTY
PLANNING & ZONING

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made effective as of the Effective Date (defined below) by and between **State of Delaware Department of Natural Resources and Environmental Control** having a mailing address of [redacted] ("LESSOR") and **Vertical Bridge Development, LLC**, a limited liability company organized under the laws of the State of Delaware, with its principal offices at [redacted] ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

OPTION TO LEASE.

(a) Lessor grants to Lessee an exclusive option (the "Option") to lease a certain portion of the Property (defined below) consisting of 4,100 square feet including the air space above such ground space (the "Premises"), for the placement of Communications Equipment (as defined herein) in accordance with the terms of this Agreement.

(b) During the Option Term, Lessee and its agents, engineers, surveyors and other representatives will have the right to (1) enter upon the Property, upon five (5) days advance written notice to Lessor, to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), (2) to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Lessee's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, registrations with the Federal Communications Commissions and construction permits (collectively, the "Government Approvals"), and (3) initiate the ordering and/or scheduling of necessary utilities. Except to the extent of damage caused by Lessee, Lessee will not be liable to Lessor or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Lessee's inspection. Lessee will restore the Property to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

(c) In consideration of Lessor granting Lessee the Options contained in this Agreement, Lessee agrees to pay Lessor the sum of [redacted] within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term)"). If the Option is not exercised during the Initial Term, the term shall automatically renew for an additional one (1) year (the "Renewal Option Term"); provided, that Lessee pays Lessor an additional [redacted] within thirty (30) business days after the start date of the Renewal Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term."

(d) During the Option Term, Lessee may exercise the Option by providing Lessor a confirmation of its election to exercise the Option in writing (the "Exercise Notice"). If Lessee exercises the Option, then Lessor leases the Premises to Lessee, effective upon Lessor's receipt of the Exercise

Notice, subject to the terms and conditions of this Agreement. If Lessee does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will automatically terminate, and the Parties will have no further liability to each other.

(e) This Agreement shall be effective, and the Option Term shall commence, as of the date of execution by both Parties ("Effective Date").

1. GRANT. Effective upon the Lease Commencement Date (defined below), LESSOR hereby grants to LESSEE the right to install, maintain, and operate (collectively, to "Use") Communications Equipment (as defined below) upon a portion of that certain real property owned, leased or controlled by LESSOR located at [redacted] (the "Property") on and subject to the terms and conditions set forth herein (the "Lease"). The Property is legally described on **Exhibit "A"** attached hereto and made a part hereof. The portion of the Property leased to LESSEE (the "Premises") is approximately 4,100 square feet and is shown in detail on **Exhibit "B"** attached hereto and made a part hereof. LESSEE must survey the Premises. Upon completion, the survey shall replace **Exhibit "B"** in its entirety. For purposes of this Agreement, "Communications Equipment" shall mean, collectively, communications fixtures and related equipment, cables and accessories, which may include a suitable support structure, associated antennas, equipment shelters and/or cabinets as more fully depicted on **Exhibit "B"** attached hereto.

2. LEASE TERM. The initial term of the Lease (the "Initial Lease Term") shall be for a period of five (5) years beginning on the date on which Lessee provides Lessor with the Exercise Notice (the "Lease Commencement Date"). The Initial Lease Term shall automatically be extended for four (4) additional 5-year extension terms (each, a "Lease Extension Term") unless LESSEE gives LESSOR written notice of its intent to terminate the Lease at least three (3) months prior to the end of the then current Lease Extension Term. (The Initial Lease Term and any Lease Extension Terms shall be collectively referred to herein as the "Lease Term".)

3. RENTAL PAYMENTS.

(a) Rental payments shall begin on the Lease Commencement Date and be due at a total initial annual rental of [redacted] to be paid in equal monthly installments of [redacted] on the fifth day of the month in advance, to LESSOR at the following address:

DNREC Division of Parks and Recreation
[redacted]
Attn: Office of Business Services

or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with the terms of this Agreement. On each annual anniversary of the Lease Commencement Date, the rent payable shall increase by [redacted] over the prior year's annual rental amount. The initial rental payment shall be delivered by LESSEE no later than 30 days after the date of the Exercise Notice. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) Commencing with the installation of the second carrier sublessee on the tower and each sublessee thereafter (as permitted hereunder), Lessee shall pay to Lessor an amount equal to [redacted] of the monthly sublease rental fee ("Sublease Fee") charged by Lessee ("Revenue Share"). Each of Lessee's Revenue Share payments to Lessor shall be due on or before the first day of the month immediately following the date on which each applicable rental payment is due to LESSEE from each applicable sublessee. The Revenue Share shall only be due and payable in the event there are two (2) or more carrier sublessees. If at any time subsequent to the addition of a second (2nd) carrier sublessee the number of carrier sublessees is reduced to one (1) carrier sublessee, then no Revenue Share shall be due and payable. Notwithstanding anything to the contrary contained herein, the Revenue Share shall only be due and payable by LESSEE to LESSOR hereunder during the term of such carriers' sublease agreements for so long as such carrier sublessees are actually paying to LESSEE the requisite Sublease Fee set forth therein. For purposes of this Agreement, Sublease Fee shall be all rent actually collected from any sublease that LESSEE enters into with any subtenant including amendments and renewals thereof but excluding: (i) any reimbursements or pass-throughs from such subleases or licenses to LESSEE for charges including but not limited to utility charges, taxes, or other pass-through expenses or (ii) any fees from sublessees or licenses to LESSEE for services performed on behalf of such sublessees including but not limited to site acquisition, due diligence, design and engineering work, construction, site inspections, radio frequency monitoring and testing, repairs, and zoning and permitting. Within 60 days after the commencement of any sublease with a carrier sublessee, LESSEE shall provide LESSOR with documentation evidencing the terms of each such sublease agreement (including without limitation, the Sublease Fee to be paid to LESSEE).

4. ACCESS. During the Lease Term, LESSEE shall have the non-exclusive right of ingress and egress to the Premises, during the times when the Property is open to the public, from a public right-of-way over the Property to and from the Premises ("Access and Utility License"), as specifically depicted on **Exhibit "B"** attached hereto, for the purpose of installation, operation, and maintenance of LESSEE's Communications Equipment , subject to the following limitations:

a. LESSEE acknowledges that the Property is subject to public outdoor recreational use in perpetuity and that the Access and Utility License shall in no way or curtail such use.

b. LESSEE shall provide LESSOR with forty-eight (48) hours advance notice of intent to access the Premises for routine inspection and maintenance of its Communications Equipment and coordinate via electronic mail or phone with the following LESSOR representatives to ensure that LESSEE's access and activity does not interfere with LESSOR's daily State Park operations on, and use of, the Property:

i. Cape Henlopen State Park Superintendent [redacted] and
ii. Delaware State Parks Preservation Planner (currently, Kerri Batrowny [redacted]

c. In the event that LESSEE shall require access to the Premises for activities other than routine inspection and maintenance of its Communications Equipment (e.g., material construction, modification or installation of the Communications Equipment), LESSEE shall provide LESSOR with at least 30 days advance written notice of such proposed access to the representatives indicated in Section 4.b. above.

d. Notwithstanding the foregoing, LESSEE shall be entitled to access the Premises without advance notice to LESSOR, and if necessary, when the Property is closed to the public, in the event of an emergency (such as an event that poses an immediate threat to the health and safety of persons or LESSEE's Communications Equipment), and in such case LESSEE shall provide notice thereof to LESSOR as soon as practicable.

e. LESSEE shall at all times minimize any disturbance to the Property and in connection with its exercise of access rights, and LESSEE shall be responsible for prompt replacement and restoration to its immediately-preceding condition such portions of the surface of the Property as may be disturbed by any activities of LESSEE.

5. UTILITIES. LESSEE shall, at LESSEE'S sole cost and expense install an independent meter and arrange for electric utility service. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

6. CONDITION OF PROPERTY. LESSEE hereby acknowledges that the Premises is in a condition ready for LESSEE's Use and clean and free of debris.

7. IMPROVEMENTS.

(a) The Communications Equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements, shall be installed on the Premises at LESSEE's sole expense. Such installation shall be at the discretion and option of LESSEE, subject to the limitations provided herein. LESSEE acknowledges and agrees that (i) LESSEE shall provide LESSOR not less than thirty (30) days prior notice to LESSEE's initial installation of Communications Equipment on the Premises; and (ii) LESSEE shall not conduct any installation or other material maintenance or construction activities on the Premises between April 1 and October 31 of any year during the Lease Term. All improvements, equipment, antennas and conduits shall be maintained by LESSEE in good condition and repair at all times. LESSEE shall have the right to replace, repair, add, or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing, and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates. LESSEE shall be required to obtain LESSOR's written consent for (a) the initial design, plans and specifications of the Communications Equipment (including a landscape plan), and (b) any modifications that (i) increase LESSEE's Premises, (ii) increase the height of the tower (beyond 120 feet), or (iii) materially alter the overall tower structure. Requests for LESSOR consent to modifications to the tower or to increase the Premises shall be made by LESSEE in writing, and LESSOR shall respond in writing to any written LESSEE consent request within 60 days of receipt . Any increase in the (i) height of, or other material modifications to the tower structure, or (ii) size, or change to the location of Premises shall be memorialized by the Parties in a written amendment to this Agreement. LESSOR is not entitled to a rent increase associated with any Lessee modification unless it is increasing the size of the Premises.

(b) LESSEE shall install and maintain a landscape buffer surrounding the Premises in accordance with the landscape plan agreed to in advance by the Parties ("Landscape Plan"). The Landscape Plan shall include: (i) trees and shrubs to be planted by LESSEE (whether initial installation or replacement plantings) chosen from a list of acceptable species provided by LESSOR, and (ii) a design intended to provide maximum visual screening of the fence enclosing the Premises. LESSEE shall be responsible for planting replacement trees or shrubs whenever previously planted trees or shrubs die, in accordance with the previously approved Landscape Plan (including such changes as LESSOR shall approve in writing, not to be unreasonably withheld).

(c) Any construction, maintenance, repair or other work on the Premises or near the Premises which would otherwise impede the LESSOR's, its tenant's, licensee's or invitee's occupancy and/or use the Property shall be conducted at such time as is reasonably approved by the LESSOR and subject to Section 4. In all such situations, LESSEE and its contractors and employees shall conduct such work in an expeditious manner and remove all equipment, vehicles and/or other items that impede the LESSOR, it tenants, licensee or invite's use of the Property.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities"). LESSOR shall, at no cost to LESSOR, cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Any request for LESSOR approval shall not be in an effort that will result in a re-zoning or reclassification of the Property or in the LESSOR's reasonable discretion, materially impact the use of the Property by LESSOR, its tenants and licensees. LESSOR shall not conduct any subsurface testing without obtaining Lessee's prior written consent.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Governmental Approvals should be finally rejected despite LESSEE's best efforts; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity due to no fault of LESSEE; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; or (vi) with 12 months prior notice to LESSOR, upon the expiration of the current Lease Term. Notwithstanding anything stated herein, if LESSEE elects to terminate the agreement prior to the expiration of the Initial Lease Term, LESSEE shall pay to LESSOR an early termination fee equal to [redacted] of the current annual rental for the year in which the notice of termination is provided by LESSEE (the "Early Termination Fee"). The Early Termination Fee shall be in addition to the monthly rental paid due and owing until rental for the period prior to the effective date of the termination. There will be no proration and return of funds once rent is paid at the start of the year.

10. DEFAULT. If any of the following events occur during the Option Term or the Lease Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth herein or seek any other remedy available: (a) Lessee's failure to make any payment required by this Agreement within thirty (30) days after receipt of written Notice from the Lessor of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement other than the payment of rent where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commence the cure of such Default in good

faith; and (2) (in the case of a Default by LESSOR) based upon Lessee's reasonable determination, materially affects Lessee's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

11. REMEDIES. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

12. INDEMNIFICATION. Except to the extent caused by the breach of this Agreement by Lessor or the acts or omissions of Lessor, its officers, agents, employees, contractors, or any other person or entity for whom Lessor is legally responsible, Lessee shall defend, indemnify and hold Lessor and its officers, directors, employees, agents and representatives ("**Lessor's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any act or omission of Lessee, its officers, agents, employees, contractors, sublessees or any other person or entity for whom Lessee is legally responsible ("**Lessee's Representatives**"); or (ii) a breach of any representation, warranty or covenant of Lessee contained or incorporated in this Agreement. Lessee's obligations under this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. INSURANCE. LESSEE shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than $1,000,000 per occurrence and excess umbrella liability insurance in an amount of not less than $4,000.000 in the aggregate. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communications facilities of LESSEE and its corporate affiliates. All insurance policies required to be maintained by LESSEE hereunder shall be with responsible insurance companies, authorized to do business in the State or Commonwealth where the Premises are located if required by law, and shall provide for cancellation only upon thirty (30) days' prior written notice to LESSOR. LESSEE shall evidence such insurance coverage by delivering to LESSOR a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks on or before the date of execution of this Agreement and thereafter upon request by LESSOR.

Before any work is done pursuant to this Agreement, the certificate of insurance, referencing the contract number stated herein, shall be filed with the LESSOR. The certificate holder is as follows:

Delaware DNREC, Division of Parks & Recreation
[redacted]
Attn: Kerri Batrowny

In no event shall the State of Delaware be included as an additional insured on any policy required under this Agreement.

14. LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. LESSOR, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) within a three-fourths (3/4) mile radius that is fee owned by LESSOR for (a) any of the uses contemplated in Section 7 herein; or (b) if such lease, license or easement would detrimentally impact the Communications Equipment or Lessee's Economic Opportunities (as defined herein) at the Premises, or use thereof. The term "Economic Opportunities" means LESSEE'S ability to lawfully host additional carrier sublessees or licensees on the Communications Equipment located on the Premises, to the extent such ability is technically feasible and contractually permissible. LESSOR shall not cause or permit the construction of communications or broadcast towers or structures, fiber optic backhaul facilities, or satellite facilities on the Property within a three-fourths (3/4) mile radius of the Premises, except for the Communications Equipment constructed by LESSEE. The foregoing restriction shall run with the land and be binding on the successors and assigns of The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. Within 90 days of the expiration of the Term, or earlier termination of the Agreement (the "Equipment Removal Period"), LESSEE shall remove LESSEE's Communications Equipment (except footings and foundations to a depth of 3 feet below grade_) and restore the Premises to its original condition, reasonable wear and tear excepted. Rent shall continue to accrue and be due to Lessor during the Equipment Removal Period at the then current rental amount (prorated if applicable). If Lessee occupies any portion of the Premises beyond the Equipment Removal Period without Lessor's written consent ("Hold Over") all the terms and provisions of this Agreement shall be applicable during that period, except that Lessee shall pay Lessor a rental fee equal to [redacted] of the then current monthly Rent applicable at the expiration of the Term, or termination, of the Agreement, prorated for the number of days of such Hold Over. LESSOR agrees and acknowledges that the Communications Equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the

same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

17. INTENTIONALLY OMITTED.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. ASSIGNMENT/SUBLEASE.

(a) Without any approval or consent of the LESSOR, this Agreement may be sold, assigned or transferred by LESSEE to (i) any entity in which LESSEE directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in LESSEE; or (iii) any entity directly or indirectly under common control with LESSEE. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR; provided that LESSEE notifies LESSOR, in writing, within thirty (30) days after such assignment. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. Upon such assignment, LESSEE will be relieved and released of all obligations and liabilities hereunder. LESSOR may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property. LESSOR may subdivide the Property without LESSEE's prior written consent provided the resulting parcels from such subdivision are required to afford LESSEE the protections set forth in Section 15 hereof.

(b) LESSEE may sublease any portion of the Premises to a carrier sublease in LESSEE'S sole discretion pursuant to a written sublease agreement; provided that: (i) Any such sublease shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto; (ii) LESSEE shall provide LESSOR with notice of any such sublease along with documentation evidencing the terms of such each sublease agreement (including without limitation, the Sublease Fee to be paid to LESSEE), within 60 days after the commencement of any sublease with a carrier sublessee; and (iii) LESSEE shall ensure that each such carrier sublessee shall certify to LESSOR, in writing, that such sublessee shall (A) be bound by the terms of the access rights granted to LESSEE herein, (B) be subject to the same limitations and restrictions regarding construction and installation of equipment on the Premises, and (C) coordinate with, LESSOR regarding access to the Premises as described in Sections 4 and 7 hereof. The term 'sublease", "sublet", "subtenant" and any other similar term shall apply to any situation by which the LESSEE allows a third party to gain benefit from the occupancy and or use of the Premises, including, but not being limited, the use the Premises for co-location, whether it be by formal sublease, license or other agreement. LESSEE, without the prior written consent of the LESSOR, shall not have the right to enter into in form of space swapping agreement with another party whereby such third party shall be allowed to use certain space on the LESSEE's facilities or the Premises in exchange for such party or an affiliate thereof allowing LESSEE to use similar space on its facilities or sites

(c) NOTICE. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: DNREC Division of Parks and Recreation
[redacted]
Attn: Land Preservation Office

DNREC Division of Parks and Recreation
[redacted]

LESSEE: Vertical Bridge Development, LLC
[redacted]
Site No./Name: DE-5062 Cape Henlopen State Park
Attn: VP Asset Management
With a copy to: General Counsel

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

(d) ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws, ordinances, regulations, etc. governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's activities.

(e) CASUALTY/CONDEMNATION. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored, and if LESSEE's Use is not restored within forty-five (45) days, LESSEE may terminate this Agreement upon thirty (30) days notice to LESSOR; provided, that if the fire or other casualty was the fault of or the result of negligence of the LESSEE or its employees, agents, or contractors or caused or created by LESSEE's equipment or personal property, LESSEE shall not be entitled to terminate this Agreement and shall not be entitled to any abatement of rent. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

(f) APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

(g) TAXES. LESSEE shall be liable for all taxes against LESSEE'S personal property or LESSEE'S fixtures placed in the Premises, whether levied or assessed against LESSOR or LESSEE. LESSEE shall reimburse LESSOR for any taxes assessed against LESSEE and paid by LESSOR, within 60 days of receipt of invoice and supporting documentation from LESSOR. LESSOR shall reasonably cooperate with LESSEE, at LESSEE's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any Taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. If LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

20. LENDER'S RIGHTS.

a. LESSOR agrees to recognize the subleases of all subtenants and will permit each of them to remain in occupancy of its portion of the Premises notwithstanding any default hereunder by Lessee so long as each such respective subtenant is not in default under the sublease covering its portion of the Premises. LESSOR agrees to execute such documents as any such subtenant might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or LESSOR recognition agreements, if necessary, to further memorialize the foregoing, and further agrees to use LESSOR's best efforts to also cause its lenders, to the extent there are any, to similarly acknowledge, in writing, subtenant's and licensee's right to continue to occupy its Premises as provided above.

b. LESSOR consents to the granting by LESSEE of a lien and security interest in LESSEE's interest in this Agreement and/or leasehold estate of the Premises and all of LESSEE's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Lender of its rights of foreclosure with respect to its lien and security interest. LESSOR agrees to recognize Lender as LESSEE hereunder upon any such exercise by Lender of its rights of foreclosure, provided that Lender or purchaser shall (i) assume all the obligations of Lessee under this Agreement in a writing signed by such Lender or purchaser and delivered to LESSOR and (ii) pay all payments in arrears hereunder.

c. LESSOR agrees that, in the event of any breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as LESSEE, to cure or correct any such default.

d. LESSEE shall have the right from time to time to mortgage or otherwise encumber Lessee's interest in this Agreement and/or leasehold estate in the Premises; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If LESSEE shall so

mortgage (each a "**Lessee Mortgage**") Lessee's interest in this Agreement and/or leasehold interest in the Premises to Lender, LESSEE or Lender shall give Lessor prompt notice of such Lessee Mortgage and furnish LESSOR with a complete and correct copy of such Lessee Mortgage, certified as such by LESSEE or Lender, together with the name and address of Lender.

21. MISCELLANEOUS.

(a) This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding.

(b) This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and permitted assigns hereto.

(c) The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time.

(d) The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of Delaware without reference to its choice of law rules.

(e) Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever.

(f) LESSOR agrees to execute a Memorandum of this Agreement in the form attached hereto as **Exhibit C**, which LESSEE may record with the appropriate recording officer.

(g) The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

(h) This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

(i) All exhibits referenced in, and attached to, this Agreement are incorporated by this reference in the Agreement.

(j) LESSOR and LESSEE each warrant to the other that the person executing this Agreement on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Agreement on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

[*Signature page follows*]

IN WITNESS WHEREOF, this Land Lease Agreement is entered into by the Parties as of the Effective Date.

LESSOR:

State of Delaware
Department of Natural Resources and Environmental Control

By: _____

Name: Gregory Patterson

Title: Secretary

Date: Feb. 25, 2016

By: (Please See Next Page)

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: FCFD63D4-D308-4177-AF77-A006643435F8

IN WITNESS WHEREOF, this Land Lease Agreement is entered into by the Parties as of the Effective Date.

LESSOR:

(Please See Previous Page)

State of Delaware
Department of Natural Resources and Environmental Control

By: _____

Name: Gregory Patterson

Title: Secretary

Date: _____

LESSEE:

Vertical Bridge Development, LLC
a Delaware limited liability company

By: _____

Name: Randy Wilson

Title: Vice President Development

Date: 3/10/26

Leasing Ops DS

EXHIBIT "A"
PROPERTY DESCRIPTION
(Page 1 of 2)

A certain parcel of land situate in the State of Delaware, Sussex County, being a portion of Tract "A" of the First Army Recreation Area, part of former Tract "A" and former Tract Number 1 of Fort Miles Military Reservation, owned by the United States of America, hereinafter referenced to by Tract Numbers, and more particularly bounded and described as follows:

Beginning at a corner on the military reservation boundary line common to Tract "A" and lands now or formerly owned by the State of Delaware, in a line of lands now or formerly owned by the Department of the Navy, being in the Northern right-of-way line of High Road within former Tract Number 1; thence, leaving said High Road and said Navy lands, and crossing former Tract Number 1 along said boundary line, a line between Tract "A" and said State lands, the following courses and distances

North 00°07'15" West, crossing the center of Dune Road at approximately 960 feet, in all 2,370.01 feet,

North 70°15'11" East 828.73 feet,

South 74°44'42" East, crossing the center of Butts Road at approximately 1,100 feet, in all 1,824.28 feet to a corner common to Tract "A" and said State lands, in a line of former Tract Number 1 in the high water line of the Atlantic Ocean, thence, leaving said State lands, and with a common line of Tract "A" and former Tract Number 1, along the meanders of said high water -line, continuing with said boundary line,

Southerly 548.66 feet to a point; thence, leaving said boundary and said high water line, and crossing Tract "A" and former Tract

Number 1 the following courses and distances:

North 65°22'47" West 291.00 feet,
South 24°37'13" West 245.00 feet,
North 80°20'47" West 333.00 feet,
North 65°22'47" West 315.00 feet to a point on the Western
right-of-way line of said Butts Road, said point being the point of beginning for a surface use only area, thence, with said Butts Road right-of-way, continuing to cross Tract "A" and former Tract Number 1,

South 23°38'15" West 333.56 feet to a point, thence, leaving said Butts Road and continuing to cross Tract "A" and former Tract Number 1, the following courses and distances:

South 75°48'08" West 774.66 feet,

South 36°50'46" West 483.60 feet to a point in the Southern right-of-way line of Dune Road; thence, with said Dune Road right-of-way, continuing to cross Tract "A: and former Tract Number 1, the following courses and distances:

EXHIBIT "A"
PROPERTY DESCRIPTION
(Page 2 of 2)

South 54°21'22" East, crossing a line between former Tract Number 1 and former Tract "A", at approximately 60 feet, in all 626.34 feet,

South 64°43'40" East 257.66 feet,
South 82°33'37" East 293.47 feet,
South 66°50'57" East 157.70 feet,
South 29°20'07" East 138.80 feet,
South 04°11'57" East 274.54 feet to a point on said boundary line, a line between Tract "A" and said Navy lands; thence, leaving said Dune Road, and with said boundary line, a line beteen Tract "A" and said Navy lands, continuing to cross former Tract "A",

North 86°19'42" West, crossing a line between former Tract Number 1 and former Tract "A" at approximately 990 feet, in all 1,823.85 feet to the place of beginning, containing 94.24 acres, more or less, which includes the following described 11.99 acre area restricted to surface use only.

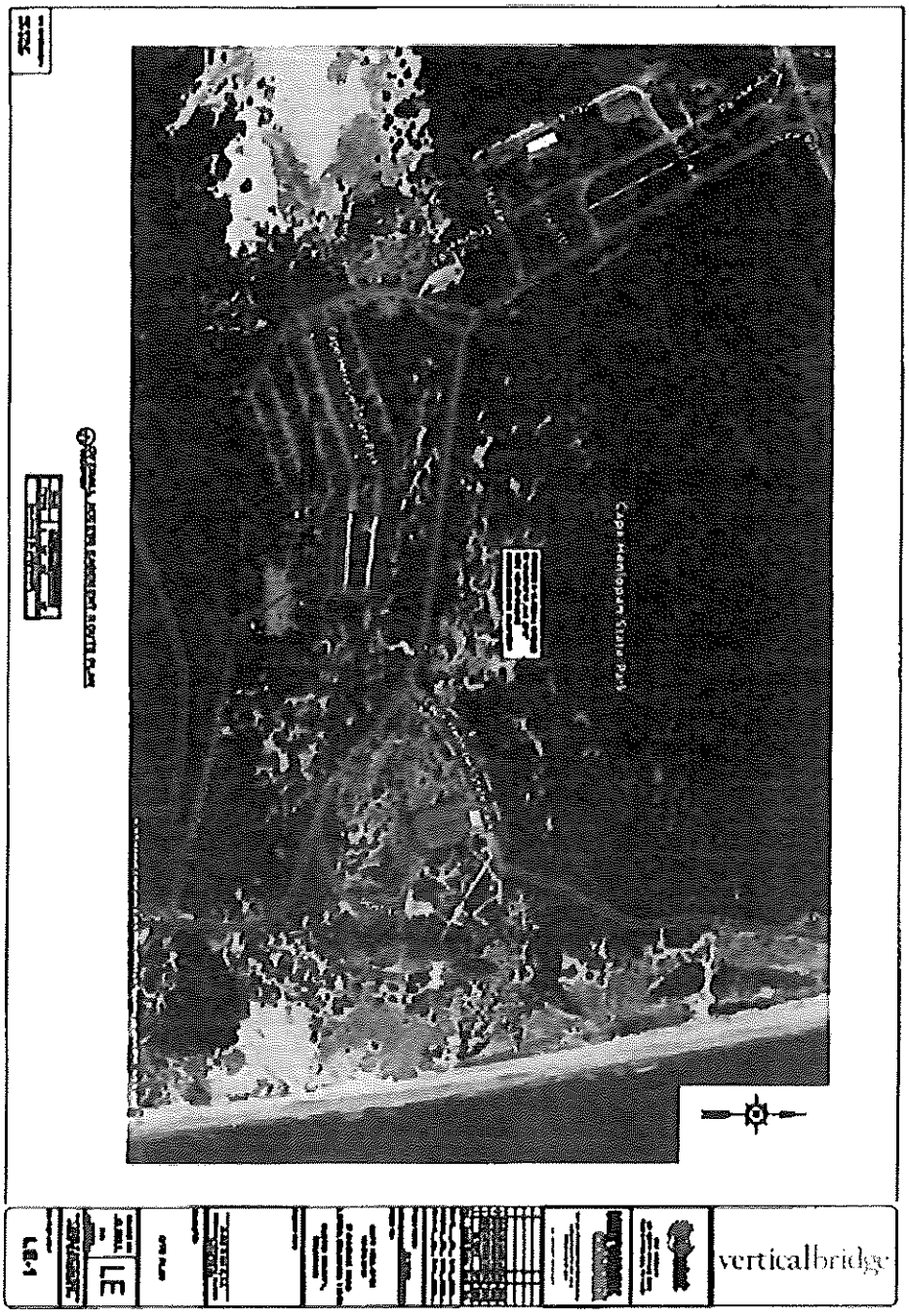
Beginning at the point on the Western right-of-way line of said Butts Road within Tract "A" and former Tract Number 1, as noted in the foregoing description; thence, leaving said Butts Road, and crossing Tract "A" and former Tract Number 1, the following courses and distances:

North 65°22'47" West 983.00 feet,
North 24°37'13" East 331.00 feet,
South 65°22'47" East, crossing the center of said Butts Road at approximately 890 feet, in all 1,619.70 feet
South 24°37'13" West 245.00 feet,
North 80°20'47" West 333.00 feet,
North 65°22'47" West 315.00 feet to the place of beginning.

Parcel No. 335-9.00-23.00

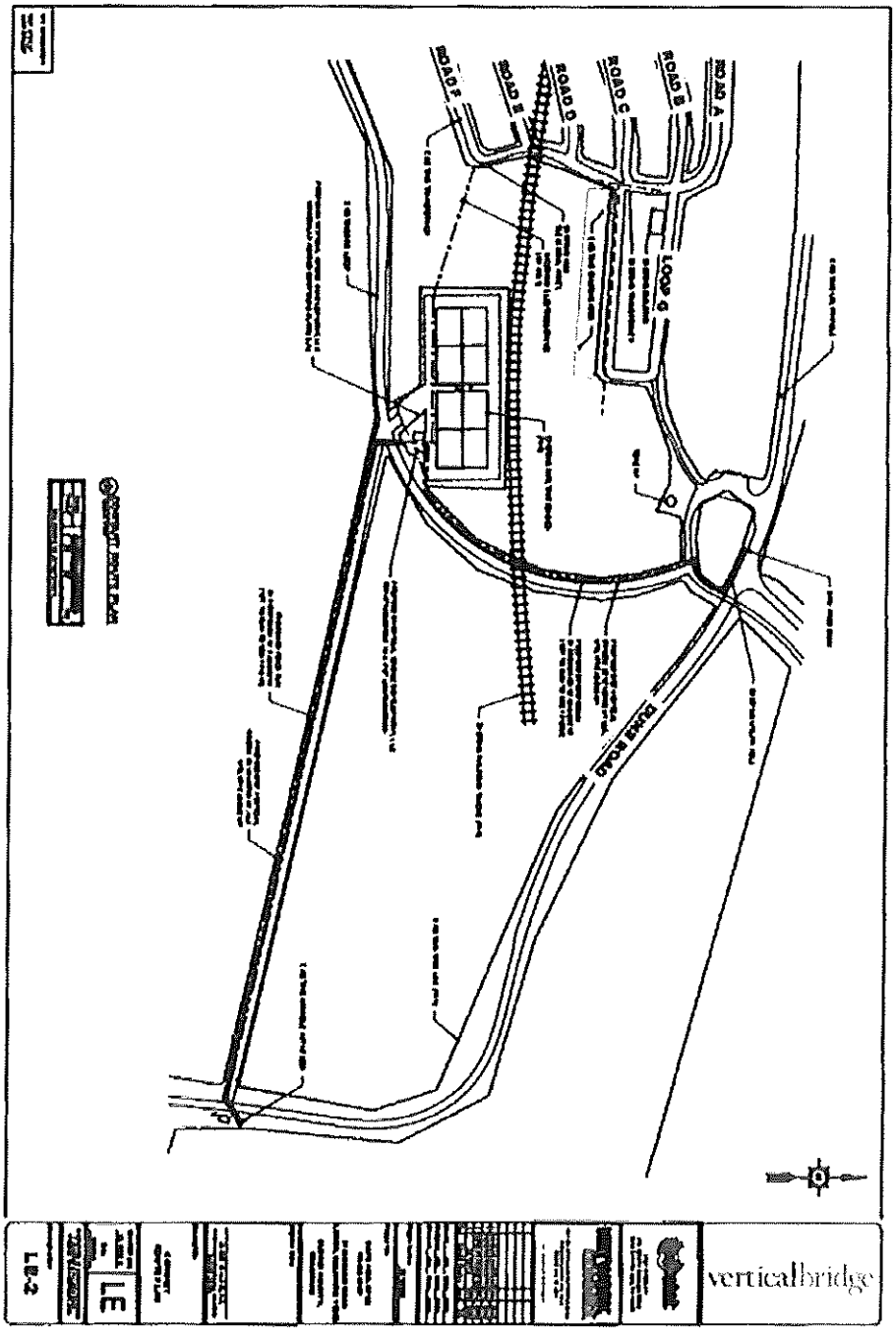
This being the same property conveyed to State of Delaware, Department of Natural Resources and Environmental Control from United States of America in deed dated May 14, 1980 and recorded June 3, 1980 in Book 1009 Page 93 as Instrument No. 6363.

EXHIBIT "B"
PREMISES and ACCESS/UTILITY LICENSE DESCRIPTION;
DEPICTION OF LESSEE'S COMMUNICATIONS EQUIPMENT
(Page 1 of 5)



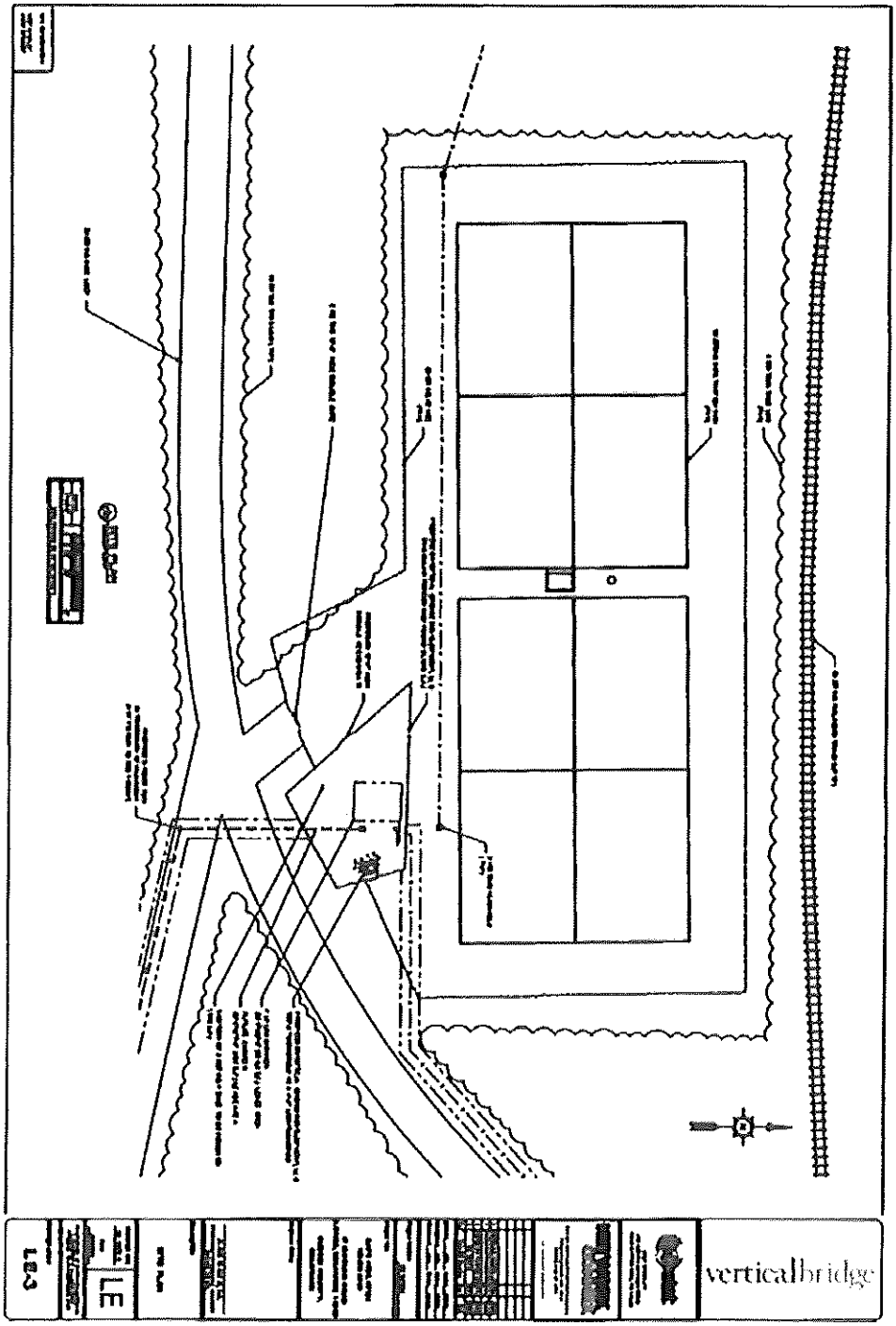
Lessee Site No: US-DE-5062
Lessee Site Name: Cape Henlopen State Park

EXHIBIT "B"
PREMISES and ACCESS/UTILITY LICENSE DESCRIPTION
(Page 2 of 5)



Lessee Site No: US-DE 5062
Lessee Site Name: Cape Henlopen State Park

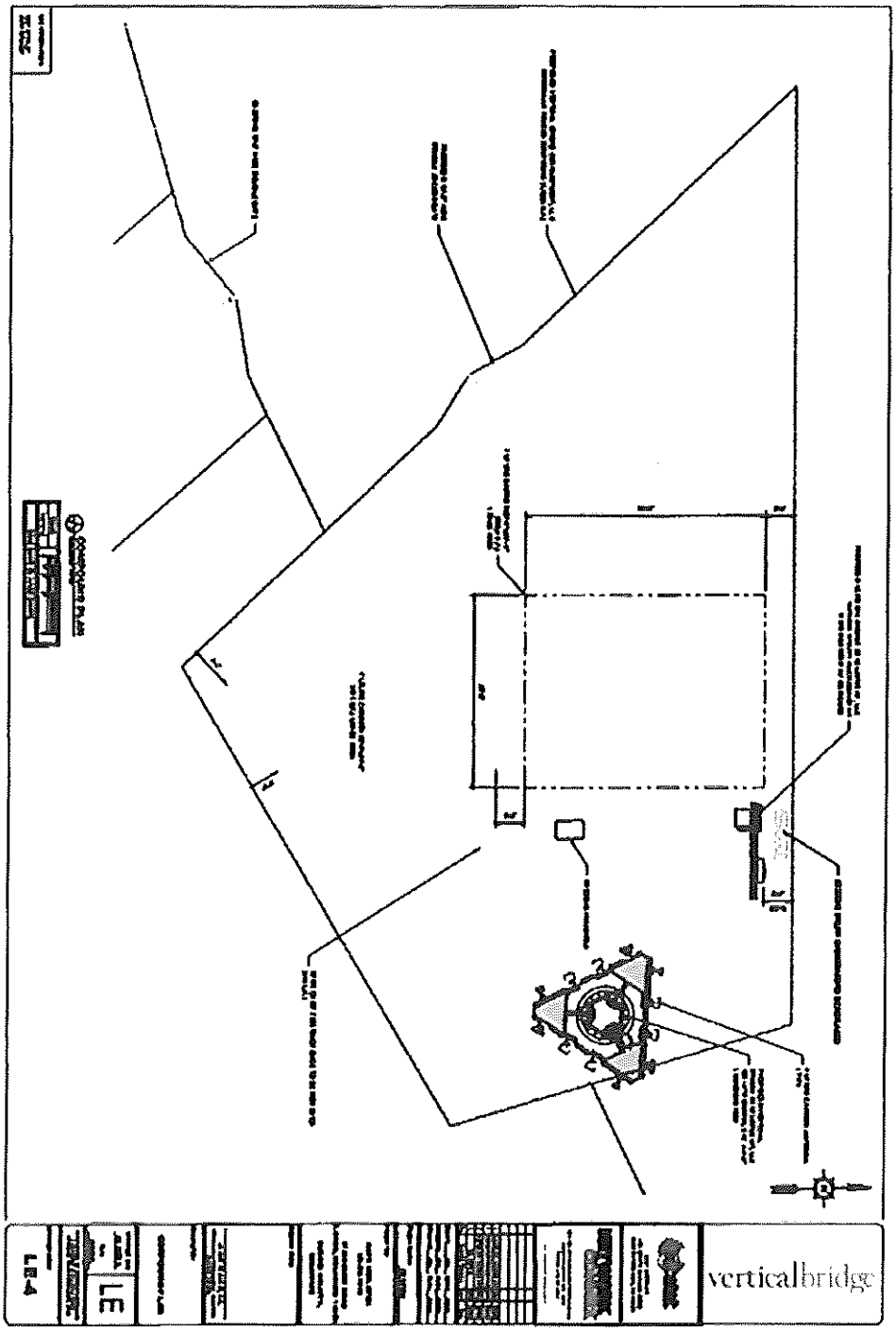
EXHIBIT "B"
PREMISES and ACCESS/UTILITY LICENSE DESCRIPTION
(Page 3 of 5)



17

Lessee Site No: US-DE-5062
Lessee Site Name: Cape Henlopen State Park

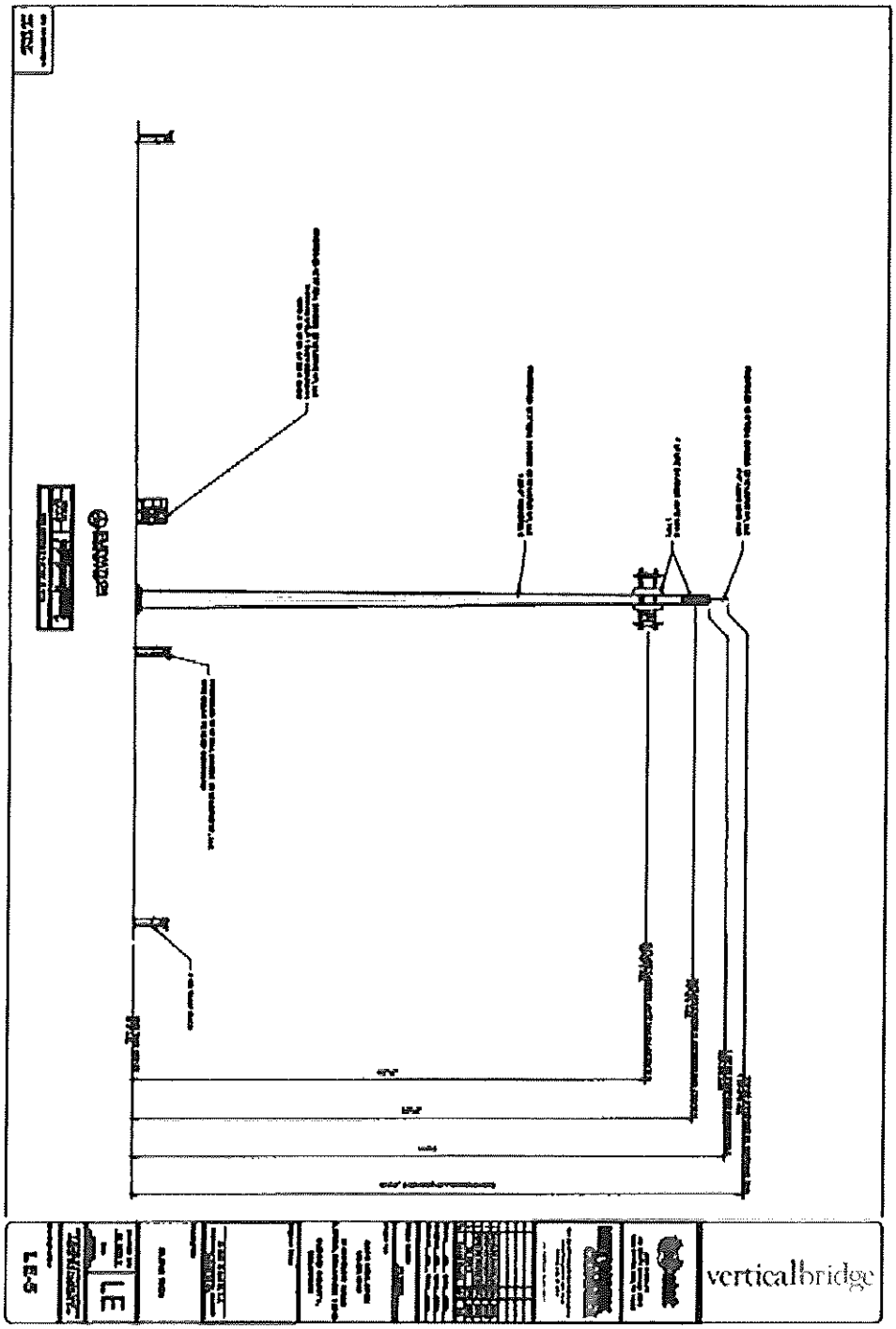
EXHIBIT "B"
PREMISES and ACCESS/UTILITY LICENSE DESCRIPTION
(Page 4 of 5)



18

Lessee Site No: US-DE-5062
Lessee Site Name: Cape Henlopen State Park

EXHIBIT "B"
PREMISES and ACCESS/UTILITY LICENSE DESCRIPTION
(Page 5 of 5)



19

Lessee Site No: US-DE-5062
Lessee Site Name: Cape Henlopen State Park

EXHIBIT "C"
Memorandum of Lease
(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

Vertical Bridge Development, LLC
[redacted]
Attn: General Counsel

Site Name: Cape Henlopen State Park
Site Number: US-DE-5062
Commitment #: _____

MEMORANDUM OF LEASE

This Memorandum of Lease (this "**Memorandum**") evidences a Lease Agreement (the "**Lease**") between **State of Delaware Department of Natural Resources and Environmental Control** ("**Lessor**"), whose address is [redacted], and **Vertical Bridge Development, LLC**, a Delaware limited liability company ("**Lessee**"), whose address is [redacted] dated the _____ day of _____, 20_____ (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Lessor hereby ratifies, restates and confirms the lease to Lessee of the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is _____. The Lease provides for the lease by Lessor to Lessee of the Premises for an initial term of five (5) years with four (4) renewal option(s) of an additional five (5) years each, and further provides:

1. Restrictions on Lessor's ability to utilize, or allow the utilization of a portion of the Property for the construction, operation and/or maintenance of Communications Equipment (as defined in the Lease);

2. The Premises may be used exclusively by Lessee for erecting, installing, operating and maintaining Communications Equipment; and

3. Lessee is entitled to sublease and/or license the Premises, including any Communications Equipment located thereon, subject to certain conditions set forth in the Lease.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Lessor and Lessee and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

WITNESSES:	LESSOR:
Name: Brandon Holston	State of Delaware Department of Natural Resources and Environmental Control, a Delaware municipality By: _____ Name: Gregory Patterson Title: Secretary Date: Feb. 25, 2026
Name: _____	

STATE OF Delaware

COUNTY OF Kent

BE IT REMEMBERED, That on this 25th day of February, 2026, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Elizabeth Burnette (name of signatory), the Senior Administrative Specialist (title of signatory) State of Delaware Department of Natural Resources and Environmental Control, a Delaware municipality, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed and the act and deed of said company, and that such was duly authorized by said company.

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

Notary Public

Print Name: Elizabeth Burnette

My Commission Expires: July 16, 2026

ELIZABETH F BURNETTE
Notary Public
State of Delaware
My Commission Expires On
July 16, 2026

Docusign Envelope ID: FCFD63D4-D308-4177-AF77-A006643435F8

(Lessee's Signature Page to Memorandum of Lease)

WITNESSES:	**LESSEE:**
	Vertical Bridge Development, LLC a Delaware limited liability company
Name: Jason Alva	By:
Name: Carina DeJonas	Name: Randy Wilson Vice President Development Title: Date: 3/10/2020

STATE OF FLORIDA

Leasing Ops DS LJ

COUNTY OF PALM BEACH

BE IT REMEMBERED, That on this _____ day of _____, 20___ _____, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____ (name of signatory), the _____ _____ (title of signatory) of Vertical Bridge Development, LLC , a company of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed and the act and deed of said company, and that such was duly authorized by said company.

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

_____
Notary Public

Print Name:_____

My Commission Expires:_____

EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property
(may be updated by Lessee upon receipt of final legal description from title)

A certain parcel of land situate in the State of Delaware, Sussex County, being a portion of Tract "A" of the First Army Recreation Area, part of former Tract "A" and former Tract Number 1 of Fort Miles Military Reservation, owned by the United States of America, hereinafter referenced to by Tract Numbers, and more particularly bounded and described as follows:

Beginning at a corner on the military reservation boundary line common to Tract "A" and lands now or formerly owned by the State of Delaware, in a line of lands now or formerly owned by the Department of the Navy, being in the Northern right-of-way line of High Road within former Tract Number 1; thence, leaving said High Road and said Navy lands, and crossing former Tract Number 1 along said boundary line, a line between Tract "A" and said State lands, the following courses and distances.

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North 70°15'11" East 828.73 feet,

South 74°44'42" East, crossing the center of Butts Road at approximately 1,100 feet, in all 1,824.28 feet to a corner common to Tract "A" and said State lands, in a line of former Tract Number 1 in the high water line of the Atlantic Ocean; thence, leaving said State lands, and with a common line of Tract "A" and former Tract Number 1, along the meanders of said high water -line, continuing with said boundary line,

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Number 1 the following courses and distances:

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South 24°37'13" West 245.00 feet,
North 80°20'47" West 333.00 feet,
North 65°22'47" West 315.00 feet to a point on the Western
right-of-way line of said Butts Road, said point being the point of beginning for a surface use only area, thence, with said Butts Road right-of-way, continuing to cross Tract "A" and former Tract Number 1,

South 23°38'15" West 333.56 feet to a point, thence, leaving said Butts Road and continuing to cross Tract "A" and former Tract Number 1, the following courses and distances:

South 75°48'08" West 774.66 feet,

South 36°50'46" West 483.60 feet to a point in the Southern right-of-way line of Dune Road; thence, with said Dune Road right-of-way, continuing to cross Tract "A: and former Tract Number 1, the following courses and distances:

EXHIBIT A
(TO MEMORANDUM OF LEASE)

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Beginning at the point on the Western right-of-way line of said Butts Road within Tract "A" and former Tract Number 1, as noted in the foregoing description; thence, leaving said Butts Road, and crossing Tract "A" and former Tract Number 1, the following courses and distances:

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North 80°20'47" West 333.00 feet,
North 65°22'47" West 315.00 feet to the place of beginning.

Parcel No. 335-9.00-23.00

This being the same property conveyed to State of Delaware, Department of Natural Resources and Environmental Control from United States of America in deed dated May 14, 1980 and recorded June 3, 1980 in Book 1009 Page 93 as Instrument No. 6363.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Lessor and Lessee for Lessee (and Lessee's guests, agents, customers, sublessees, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area

The Premises

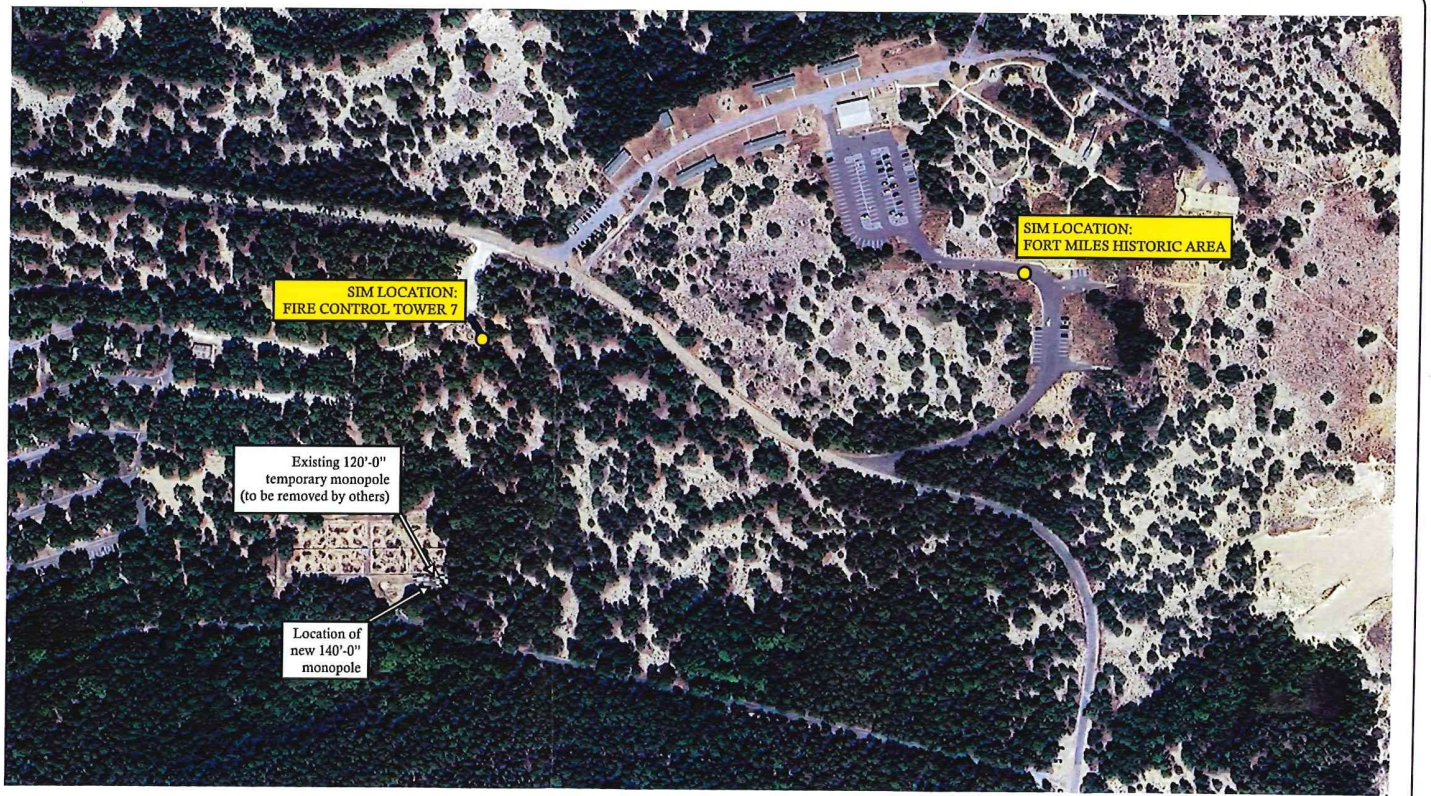
[Insert Description / Graphic]

vertical bridge

vertical bridge

CAPE HENLOPEN

37468 DUNE ROAD
LEWES, DELAWARE 19958



SITE ADDRESS:	37468 DUNE ROAD LEWES, DELAWARE
SITE COORDINATES:	N 38° 46' 29.36" (NAD 83) W 75° 05' 35.00" (NAD 83)

This photo simulation is being provided as a conceptual representation of the proposed wireless facility.
For exact dimensions and design, please refer to the submitted plans.
Network Connex is not responsible for post simulation production design changes, scaling error, omissions, color discrepancies, material variances or any construction related concern

REV DATE: 05/13/2025

PHOTO SIMULATION CREATED BY:

NETWORK CONNEX

7151 COLUMBIA GATEWAY DRIVE, SUITE A
COLUMBIA, MARYLAND 21046
PHONE: (443) 367-0003
www.networkconnex.com



Existing Conditions



Proposed Site Build

NETWORK CONNEX
7151 COLUMBIA GATEWAY DRIVE, SUITE A
COLUMBIA, MARYLAND 21046
PHONE: (443) 367-0003
www.networkconnex.com

FORT MILES HISTORIC AREA



Existing Conditions



Proposed Site Build

NETWORK CONNEX
7151 COLUMBIA GATEWAY DRIVE, SUITE A
COLUMBIA, MARYLAND 21046
PHONE: (443) 367-0033
www.networkconnex.com

FIRE CONTROL TOWER 7

Antenna System
New Site Build

- LTE 700, 850, 1900 & AWS
- NEW ANTENNAS & EQUIPMENT
- IMPROVE QUALITY OF SERVICE

at&t MOBILITY

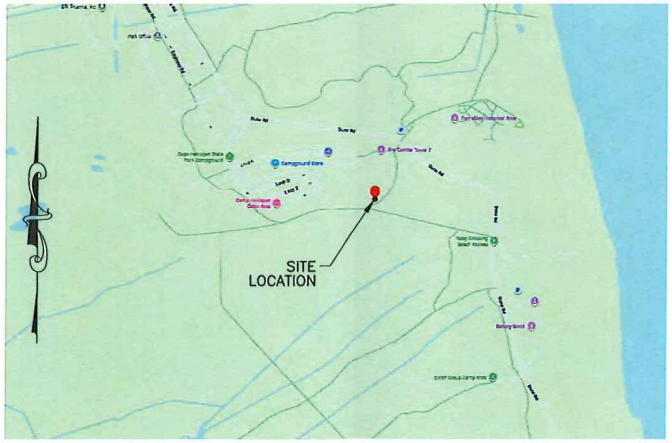
AT&T MOBILITY
PACE ID: MRPHL060057 / IWM: WSPHL0024238
SITE NUMBER: SIDE005944 / PTN NUMBER: 2254A1BTCQ
SITE NAME: CAPE HENLOPEN STATE PARK - FA# 14404082
TOWER OWNER: VERTICAL BRIDGE (US-DE-5062)

SHEET	DRAWING INDEX	REV	DATE
T1	TITLE SHEET	A	09/15/26
C1	GENERAL NOTES	A	09/15/26
S2	SURVEY (BY OTHERS)	A	07/31/26
S3	SURVEY (BY OTHERS)	A	07/31/26
S4	SURVEY (BY OTHERS)	A	07/31/26
C2	COMPOUND PLAN	A	09/15/26
C2.1	EQUIPMENT PLAN	A	09/15/26
C3	ELEVATION VIEW & RF DETAILS	A	09/15/26
C3.1	ANTENNA & CABLE CONFIGURATION	A	09/15/26
C4	ANTENNA, COAX & ICE BRIDGE DETAILS	A	09/15/26
C5	ANTENNA DETAILS	A	09/15/26
C6	CABLE COLOR CODING	A	09/15/26
C7	SURGE DETAILS	A	09/15/26
C8	CONCRETE PAD DETAILS	A	09/15/26
E1	GROUNDING & RF NOTES	A	09/15/26
E2	ETTCS GENERAL NOTES	A	09/15/26
E3	ELECTRICAL & ETTCS PLAN	A	09/15/26
E4	GROUNDING PLAN	A	09/15/26
E5	CONDUIT DETAILS	A	09/15/26
E6	GROUNDING DETAILS	A	09/15/26
E7	ELECTRICAL DETAILS	A	09/15/26

DIRECTIONS:

FROM AT&T OFFICE: GET ON I-476 S FORM LANCASTER AVE. CONTINUE ON I-476 S. TAKE I-95 S TO DE-1 S IN DOVER. FOLLOW DE-1 S AND US-9 N TO CAPE HENLOPEN STATE PARK IN SUSSEX COUNTY.

VICINITY MAP



NOT TO SCALE

SITE INFORMATION

SCOPE OF WORK:	THE INSTALLATION OF NEW AT&T EQUIPMENT ON AN EXISTING MONOPOLE AND AT GROUND LEVEL WITHIN AN EXISTING FENCED COMPOUND, INCLUDING OF A WUC AND (1) GENERATOR MOUNTED ON CONCRETE PADS AND THE INSTALLATION OF (3) SECTOR FRAMES, (6) ANTENNAS, (3) DUAL C-BAND\DOD ANTENNAS, (2) DC9, & (9) RRH'S MOUNTED ON THE EXISTING TOWER. THE INSTALLATION OF (4) DC CABLES & (2) FIBER CABLE ROUTED UP TOWER.
SITE ADDRESS:	37468 DUNE DRIVE LEWES, DE 19958
PROPERTY OWNER:	STATE OF DELAWARE, DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
TOWER OWNER:	THE TOWERS LLC 22 WEST ATLANTIC AVENUE, SUITE 310 DELRAY BEACH, FL 33444
APPLICANT:	AT&T MOBILITY CORP. 60 WEST AVE WAYNE, PA 19087
LATITUDE (NAD 83): LONGITUDE (NAD 83):	N 38° 46' 29.01" (38.774722) W 75° 05' 35.03" (-75.093056)
CURRENT USE: PROPOSED USE:	TELECOMMUNICATIONS FACILITY TELECOMMUNICATIONS FACILITY
JURISDICTION:	SUSSEX COUNTY
ELECTRIC CONTACT:	LEWIS PUBLIC WORKS
TELCO CONTACT:	VERIZON

SITE QUALIFICATION PARTICIPANTS

	NAME	COMPANY	NUMBER
A/E	MARK ZAGAME	INFRASERVICES	
SAC	CHRIS ROONEY	INFRASERVICES	(610) 992-4101
CM	DEREK OLSON	INFRASERVICES	(610) 992-4101
PM	CHRIS GEHLHAUS	AT&T	

REVIEWED BY:

at&t OPERATIONS DATE

APPROVED BY:

INFRASERVICES DATE

OWNER DATE

JURISDICTION DATE

WILLIAM PANEK REGISTERED No. 12321 DELAWARE PROFESSIONAL ENGINEER

9/13/26

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT, UNLESS EXPLICITLY AGREED TO BY THE ENGINEER IN WRITING. THE ENGINEER DISCLAIMS ALL LIABILITY ASSOCIATED WITH THE REUSE, ALTERATION OR MODIFICATION OF THE CONTENTS HEREIN

INFRASERVICES
1787 SENTRY PARKWAY W
VEVA 18, SUITE 100
BLUE BELL, PA 19422

at&t MOBILITY
60 WEST AVE
WAYNE, PA 19087

SITE NO. SIDE005944
CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	--

SCALE: DESIGNED: CHECKED: --

TITLE SHEET

FA #	DRAWING NUMBER	REV
14404082	T1	0

GENERAL NOTES:

1. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE AND IS NOT FOR HUMAN HABITAT. (NO HANDICAP ACCESS IS REQUIRED).
2. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY at&t TECHNICIANS.
3. NO NOISE, SMOKE, DUST, ODOR OR VIBRATIONS WILL RESULT FROM THIS PROPOSAL.
4. OUTDOOR STORAGE AND SOLID WASTE CONTAINERS ARE NOT PROPOSED.
5. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE at&t SYSTEM GROUNDING STANDARD DATED JUNE 2011 TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GSM/GPRS WIRELESS SITES, "TECHNICAL SPECIFICATION FOR FACILITY GROUNDING". IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
6. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATION.
7. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION.
8. SUBCONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
9. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND DRAWINGS PROVIDED BY THE SITE OWNER. SUBCONTRACTOR SHALL NOTIFY at&t OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
10. NO WHITE STROBIC LIGHTS ARE PERMITTED. LIGHTING, IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.
11. ALL SIGNS SHALL BE FURNISHED AND INSTALLED AT ALL at&t WIRELESS SERVICES SITES IN ACCORDANCE WITH AT&T RF SAFETY SIGNAGE POSTING RULES FOR MACRO SITES DATED APRIL 2024.
12. NO ADDITIONAL PARKING TO BE PROPOSED. EXISTING ACCESS AND PARKING TO BE USED.
13. NO LANDSCAPING IS PROPOSED AT THIS SITE.
14.

TYPICAL MINIMUM BEND RADII		
COAX DIAMETER	ANDREW	COMMSCOPE
1/2" SUPERFLEX	1.25"	1.25"
1/2"	5"	2"
7/8"	10"	5"
1 1/4"	15"	8"
1 5/8"	20"	15"

15. ALL COAXIAL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS.

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
   CONTRACTOR – CONTRACTOR
   SUBCONTRACTOR – GENERAL CONTRACTOR (CONSTRUCTION)
   OWNER – at&t WIRELESS
2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
3. DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO SHOW OUTLINE ONLY.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
8. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR AND SITE OWNER.
9. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
10. THE SUBCONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
11. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY & D) TRENCHING & EXCAVATION.
12. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
13. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
14. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
15. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE BTS EQUIPMENT.
18. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
19. THE SUBCONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH OSHA REGULATIONS.
20. SUBCONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.

STRUCTURAL STEEL NOTES:

1. ALL STEEL WORK SHALL BE PAINTED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH ASTM A36 UNLESS OTHERWISE NOTED.
2. ALL WELDING SHALL BE PERFORMED USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC AND AWS D1.1. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION". PAINTED SURFACES SHALL BE TOUCHED UP.
3. BOLTED CONNECTIONS SHALL BE ASTM A325 BEARING TYPE (3/4"ø) CONNECTIONS AND SHALL HAVE MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
4. NON–STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" DIA. ASTM A 307 BOLTS UNLESS NOTED OTHERWISE.
5. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE. SPECIAL INSPECTIONS, REQUIRED BY GOVERNING CODES, SHALL BE PERFORMED IN ORDER TO MAINTAIN MANUFACTURER'S MAXIMUM ALLOWABLE LOADS.
6. ALL METAL WORK SHALL BE GALVANIZED IN ACCORDANCE WITH SPECIFICATION ASTM A123. ALL SHOP WELDED MEMBERS SHALL BE GALVANIZED AFTER WELDING.

WILLIAM PANEK REGISTERED No. 12321 DELAWARE PROFESSIONAL ENGINEER
9/13/26

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INFRASERVICES
1787 SENTRY PARKWAY W
VEVA 18, SUITE 100
BLUE BELL, PA 19422

at&t MOBILITY
60 WEST AVE
WAYNE, PA 19087

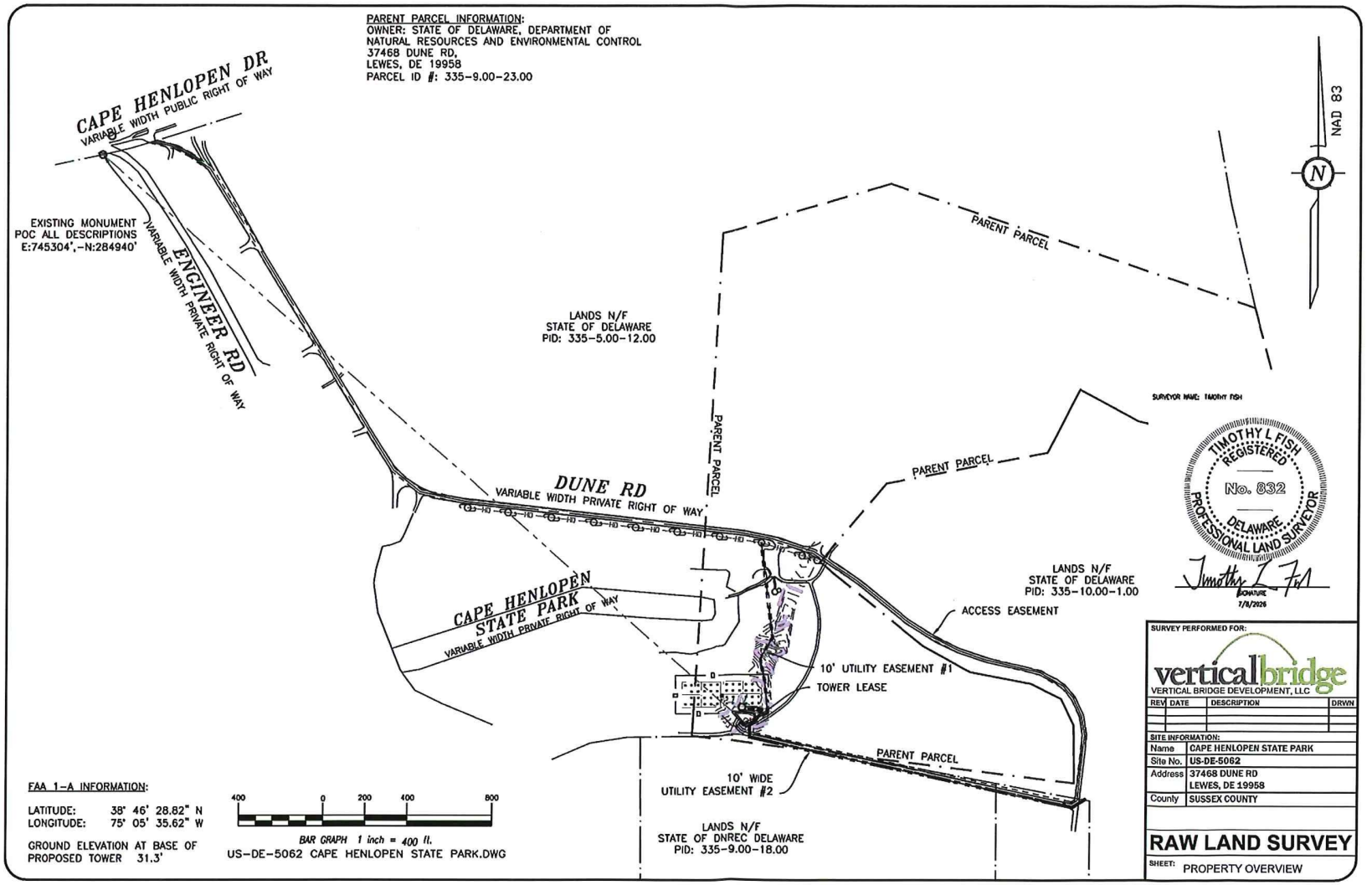
SITE NO. SIDE005944
CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

GENERAL NOTES

FA #	DRAWING NUMBER	REV
14404082	C1	0



verticalbridge

at&t

AT&T MOBILITY
200 NORTH WARNER ROAD
KING OF PRUSSIA, PA 19406

NETWORK CONNEX

7151 COLUMBIA GATEWAY DRIVE, SUITE A
COLUMBIA, MARYLAND 21046
PHONE: (443) 367-0003
www.networkconnex.com

A	90% REVIEW	NC	07/31/26
NO.	Submittal / Revision	APP.	Date

Drawn: ASE Date: 05/25
Designed: ASE Date: 05/25
Checked: MR Date:

Project Number
PR127904

Project Title
CAPE HENLOPEN
US-DE-5062
37468 DUNE ROAD
LEWES, DELAWARE 19958
SUSSEX COUNTY
SUSSEX COUNTY,
DELAWARE

Engineer Stamp
REFERENCE ONLY

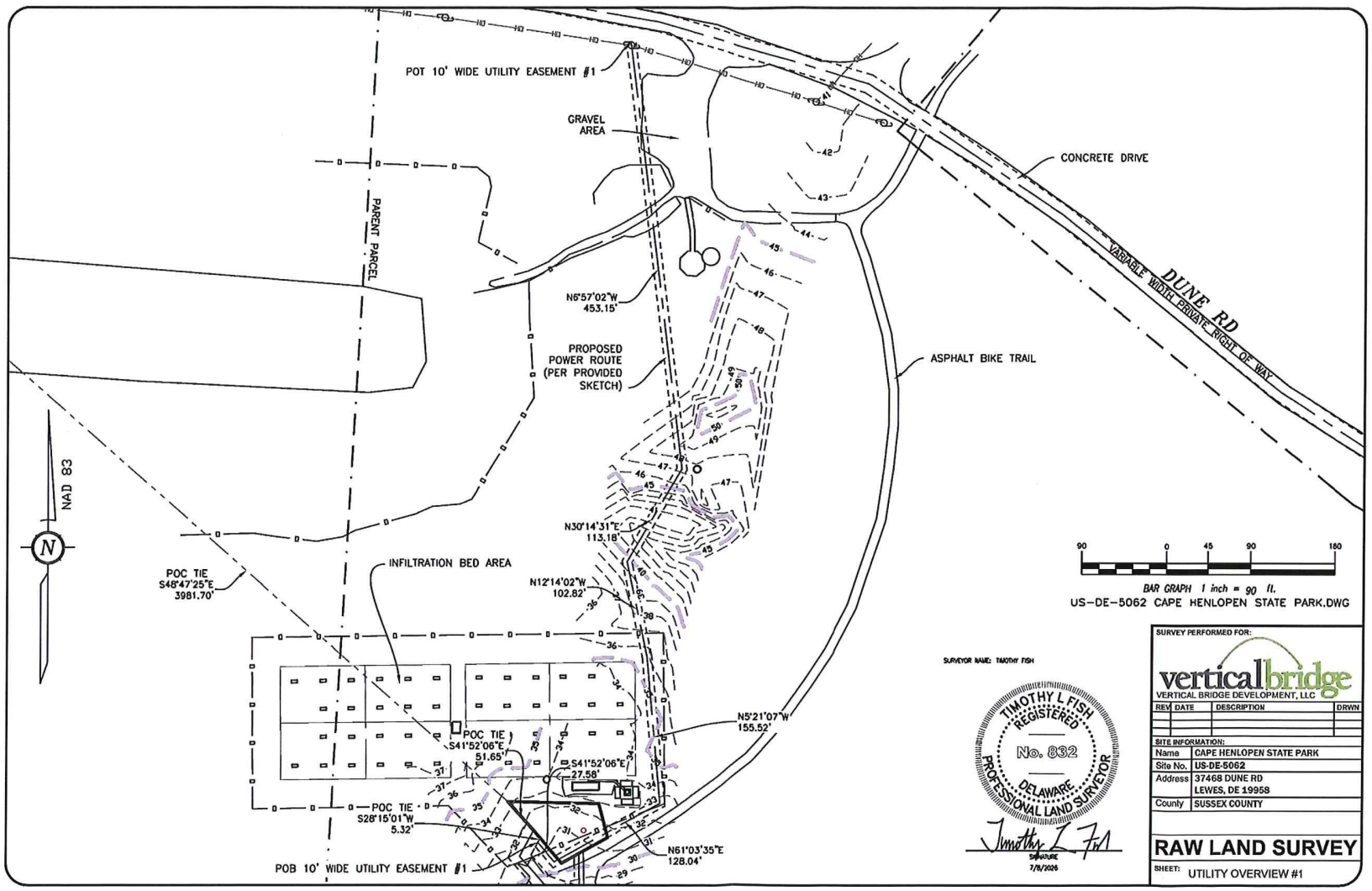
JACOB MINARDI, P.E.
DELAWARE PROFESSIONAL ENGINEER
LICENSE # 27250

Drawing Title
SURVEY
(BY OTHERS)

Drawing Scale:
AS NOTED
Date:
05/25/26
CD

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number
S-2



SURVEYOR NAME: TIMOTHY FISH

TIMOTHY L FISH REGISTERED No. 832 DELAWARE PROFESSIONAL LAND SURVEYOR

SIGNATURE

7/8/2026

SURVEY PERFORMED FOR:

vertical bridge

VERTICAL BRIDGE DEVELOPMENT, LLC

REV	DATE	DESCRIPTION	DRWN

SITE INFORMATION:

Name	CAPE HENLOPEN STATE PARK
Site No.	US-DE-5062
Address	37468 DUNE RD LEWES, DE 19958
County	SUSSEX COUNTY

RAW LAND SURVEY

SHEET: UTILITY OVERVIEW #1

vertical bridge

AT&T MOBILITY
200 NORTH WARNER ROAD
KING OF PRUSSIA, PA 19406

NETWORK CONNEX
7181 COLUMBIA GATEWAY DRIVE, SUITE A
COLUMBIA, MARYLAND 21046
PHONE: (443) 367-0003
www.networkconnex.com

A	90% REVIEW	AC	07/31/26
No.	Submittal / Revision	ACC	Date

Drawn: ASE Date: 05/26
Designed: ASE Date: 05/26
Checked: MRL Date:

Project Number
PR127904

Project Title
CAPE HENLOPEN
US-DE-5062
37468 DUNE ROAD
LEWES, DELAWARE 19958
SUSSEX COUNTY
SUSSEX COUNTY,
DELAWARE

Engineer Stamp
REFERENCE ONLY

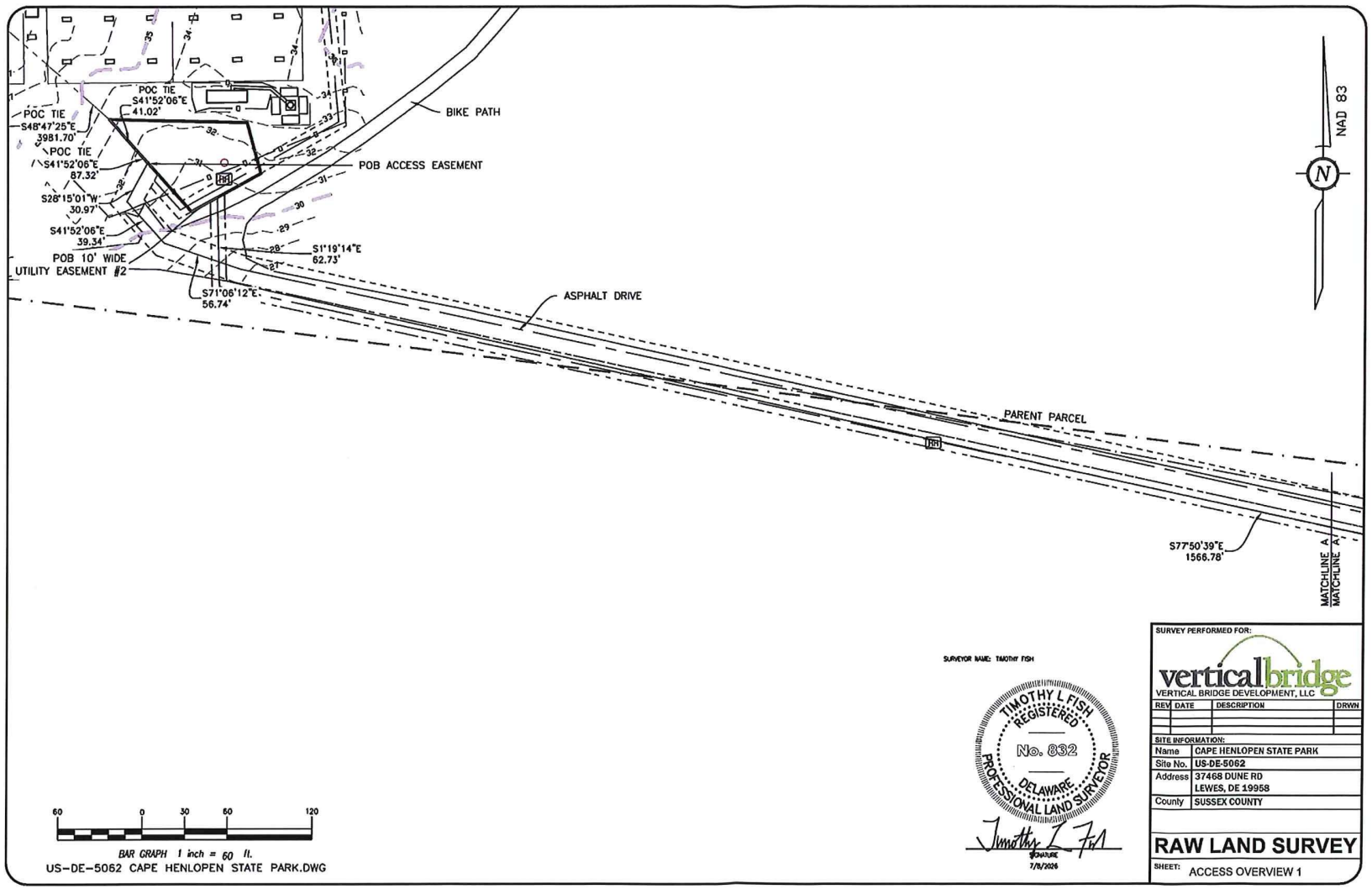
JACOB MINARDI, P.E.
DELAWARE PROFESSIONAL ENGINEER
LICENSE # 27250

Drawing Title
SURVEY
(BY OTHERS)

Drawing Scale: AS NOTED
Date: 05/25/26
CD

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number
S-3



SURVEYOR NAME: TIMOTHY FISH

TIMOTHY L FISH REGISTERED No. 832 DELAWARE PROFESSIONAL LAND SURVEYOR

SIGNATURE

7/8/2026

SURVEY PERFORMED FOR:

vertical bridge

VERTICAL BRIDGE DEVELOPMENT, LLC

REV	DATE	DESCRIPTION	DRWN

SITE INFORMATION:	
Name	CAPE HENLOPEN STATE PARK
Site No.	US-DE-5062
Address	37468 DUNE RD LEWES, DE 19958
County	SUSSEX COUNTY

RAW LAND SURVEY

SHEET: ACCESS OVERVIEW 1

vertical bridge

at&t

AT&T MOBILITY
200 NORTH WARNER ROAD
KING OF PRUSSIA, PA 19406

NETWORK CONNEX

7151 COLUMBIA GATEWAY DRIVE, SUITE A
COLUMBIA, MARYLAND 21046
PHONE: (443) 367-0003

www.networkconnex.com

No	Submittal / Revision	Appr	Date
A	90% REVIEW	NC	07/31/26

Drawn: ASF Date: 05/25
Designed: ASF Date: 05/25
Checked: MR Date:

Project Number
PR127904

Project Title

CAPE HENLOPEN
US-DE-5062
37468 DUNE ROAD
LEWES, DELAWARE 19958
SUSSEX COUNTY
SUSSEX COUNTY,
DELAWARE

Engineer Stamp

REFERENCE ONLY

JACOB MINARDI, P.E.
DELAWARE PROFESSIONAL ENGINEER
LICENSE # 27350

Drawing Title

SURVEY
(BY OTHERS)

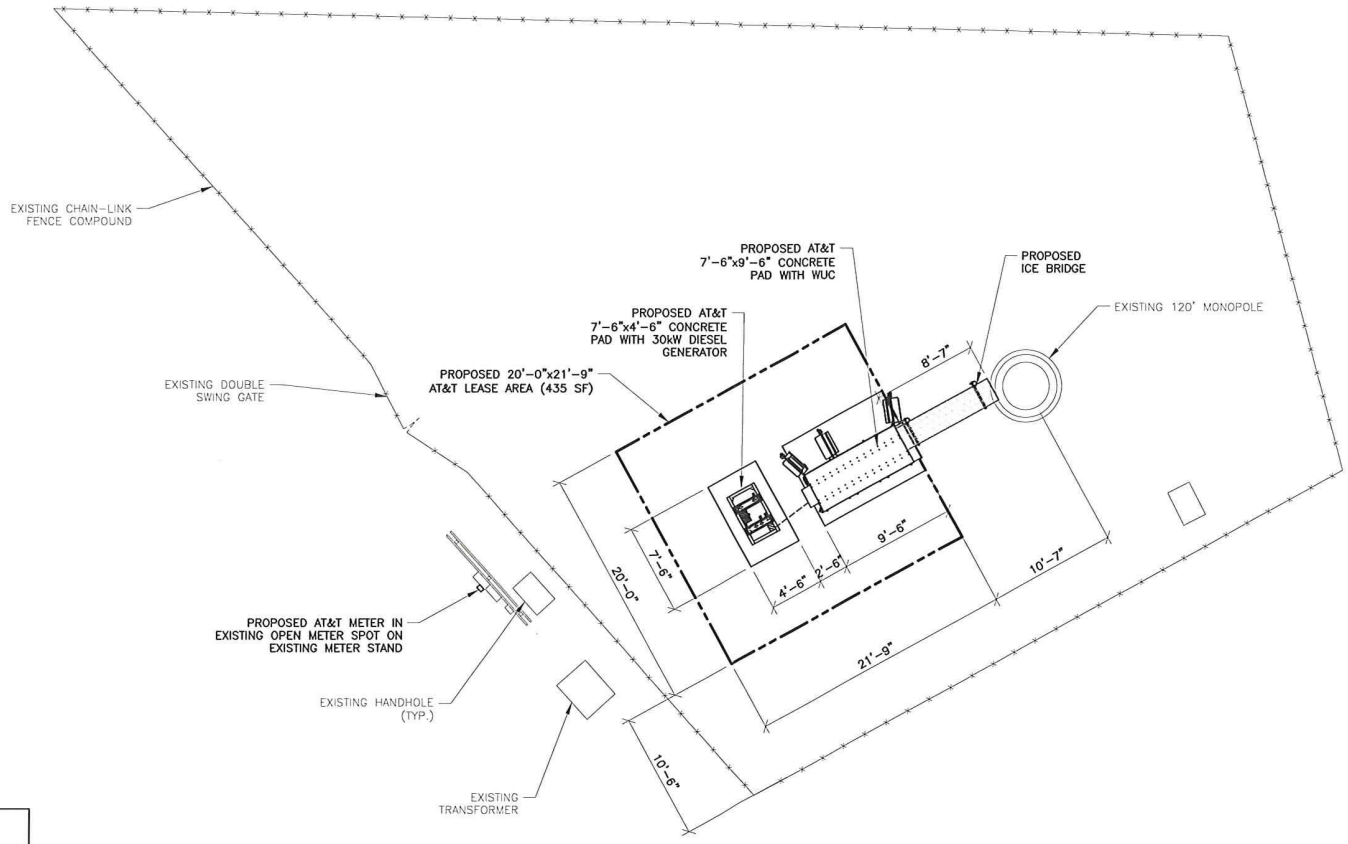
Drawing Scale: AS NOTED
Date: 05/25/26

CD

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Drawing Number

S-4





CALLED NORTH

SYMBOLS AND MATERIALS

- DETAIL REFERENCE
- SECTIONS AND DETAILS
- CONCRETE
- EARTH
- GRAVEL/STONE

SITE LEGEND

- PROPERTY LINE
- FENCE LINE
- PP — PDU POWER CABLE
- BT — BIAS "T" CABLE
- PA — PDU ALARM CABLE

WILLIAM PANEK REGISTERED No. 12321 DELAWARE PROFESSIONAL ENGINEER

9/13/26

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24"x36" SCALE: 1"=5'
11"x17" SCALE: 1"=10'

COMPOUND PLAN | 1

INFRASERVICES
1787 SENTRY PARKWAY W
VEVA 18, SUITE 100
BLUE BELL, PA 19422

at&t MOBILITY
60 WEST AVE
WAYNE, PA 19087

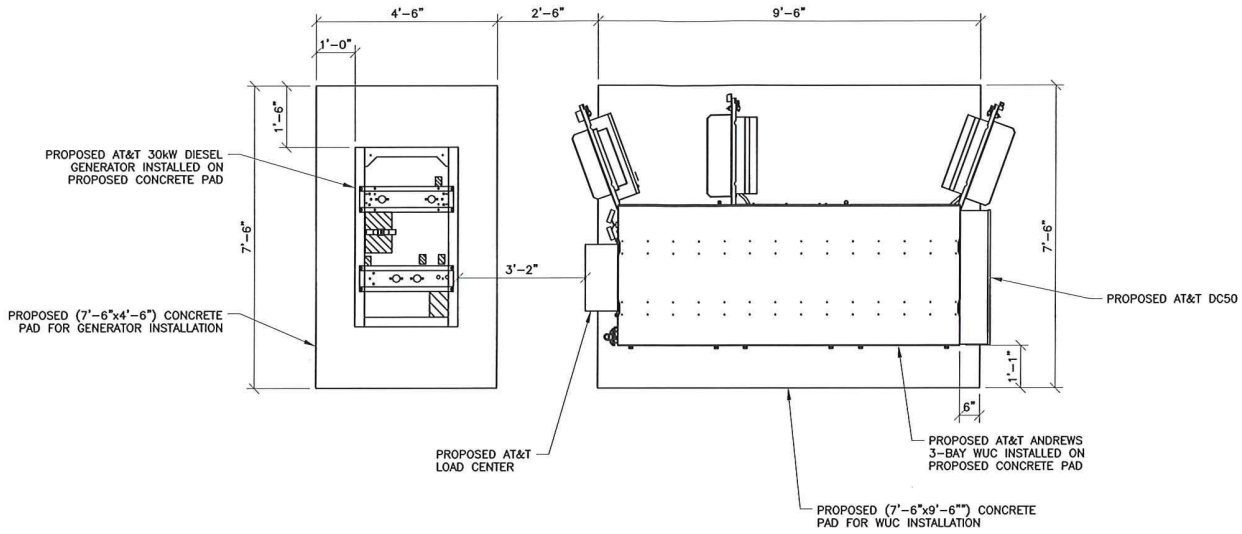
SITE NO. SIDE005944
CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

COMPOUND PLAN

FA #	DRAWING NUMBER	REV
14404082	C2	0





CALLED NORTH

1"=3'

3 0 3

24"x36" SCALE: 1"=1.5'
11"x17" SCALE: 1"=3'

WILLIAM PANEK
REGISTERED
No. 12321
PROFESSIONAL ENGINEER
DELAWARE

9/13/26

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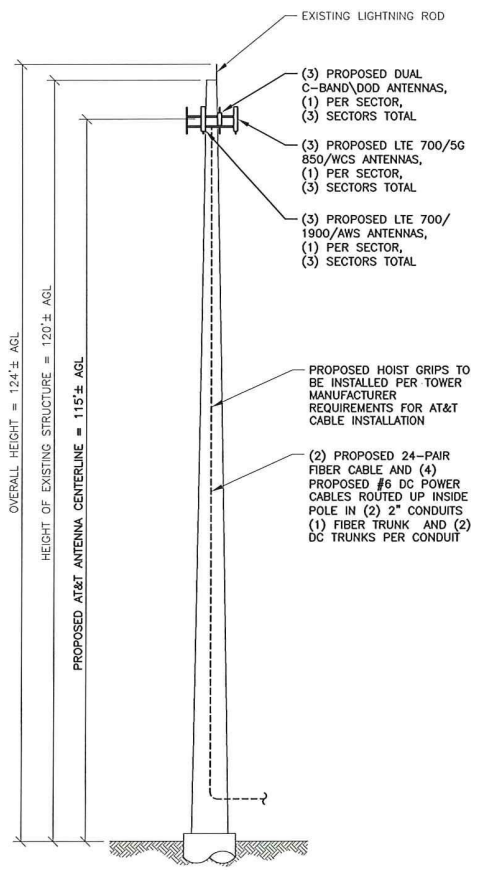
NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	--

SCALE: DESIGNED: CHECKED: --

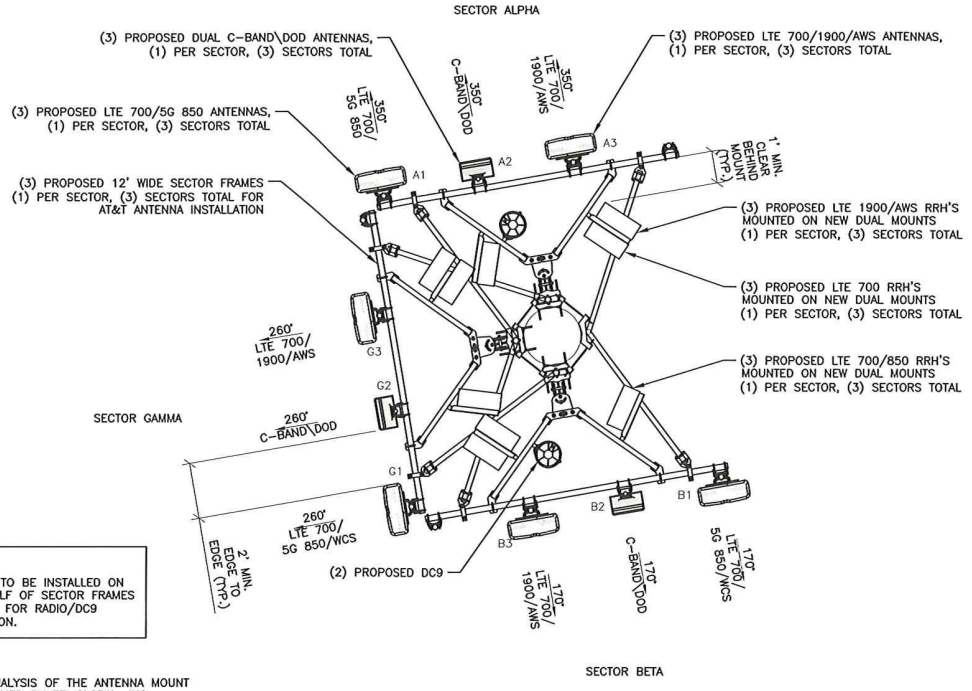
EQUIPMENT PLAN | 1

EQUIPMENT PLAN

FA #	DRAWING NUMBER	REV
14404082	C2.1	0



A STRUCTURAL ANALYSIS OF THIS TOWER WAS PERFORMED BY VERTICAL BRIDGE. CONTRACTOR SHALL CONFIRM THIS IS A PASSING STRUCTURAL ANALYSIS AND COORDINATE ANTENNA AND ASSOCIATED EQUIPMENT MOUNTING WITH THE SITE CONSTRUCTION MANAGER AND THE TOWER OWNER.



NOTE:

TIEBACKS TO BE INSTALLED ON LOWER HALF OF SECTOR FRAMES TO ALLOW FOR RADIO/DC9 INSTALLATION.

A MOUNT ANALYSIS OF THE ANTENNA MOUNT WAS PERFORMED BY EFI GLOBAL, INC.. CONTRACTOR SHALL REFER TO MOUNT ANALYSIS AND COORDINATE ANTENNA AND ASSOCIATED EQUIPMENT MOUNTING WITH THE SITE CONSTRUCTION MANAGER AND THE TOWER OWNER.

1"=5' (5 0 5)

GENERAL NOTES:

1. HEIGHT IS FOR REFERENCE PURPOSE ONLY. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
2. CONTRACTOR SHALL PERFORM WORK DONE TO OR ON EXISTING STRUCTURE IN ACCORDANCE WITH OWNER PROVIDED STRUCTURAL ANALYSIS PREPARED BY OTHERS.

* CONTRACTOR TO REFER TO FINAL RF CONFIGURATION PRIOR TO CONSTRUCTION.

WILLIAM PANEK REGISTERED No. 12321 DELAWARE PROFESSIONAL ENGINEER
9/13/26

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24"x36" SCALE: NTS
11"x17" SCALE: NTS
ELEVATION | 1

24"x36" SCALE: NTS
11"x17" SCALE: 1"=5'
PROPOSED ANTENNA FRAME LAYOUT | 2

INFRASERVICES
1787 SENTRY PARKWAY W
VEVA 18, SUITE 100
BLUE BELL, PA 19422

at&t MOBILITY

60 WEST AVE
WAYNE, PA 19087

SITE NO. SIDE005944
CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

ELEVATION VIEW & ANTENNA LAYOUT

FA #	DRAWING NUMBER	REV
14404082	C3	0

PROPOSED ANTENNA CONFIGURATION AND CABLE SCHEDULE

SUPPLIED BY AT&T WIRELESS, FROM RF CONFIG DATED 01/14/25 BY USER cs879B

SECTOR		ANTENNA	ANTENNA ℄ HEIGHT	AZIMUTH	TMA/RRU	DC SURGE	CABLE TYPE	CABLE LENGTH	DOWNTILTS (E)	DOWNTILTS (M)
A	1	NNHH-65C-R4 (N)	115' AGL	350°	(1) 4490 B5/B12A (N)	(2) DC9-48-60-24-8C-EV (N)	(2) 24-PAIR FIBER (0.40") (N) (4) #6 DC TRUNK (0.92") (N)	195' (N)	–	0°
	2	AIR6472 B77G/B77M (N)							–	0°
	3	NNH4-65C-R6-V3 (N)			(1) 4494 B14/B29 (N) (1) 4890 B25/B66 (N)				–	0°
	4									
B	1	NNHH-65C-R4 (N)	115' AGL	170°	(1) 4490 B5/B12A (N)				–	0°
	2	AIR6472 B77G/B77M (N)							–	0°
	3	NNH4-65C-R6-V3 (N)			(1) 4494 B14/B29 (N) (1) 4890 B25/B66 (N)				–	0°
	4									
C	1	NNHH-65C-R4 (N)	115' AGL	260°	(1) 4490 B5/B12A (N)				–	0°
	2	AIR6472 B77G/B77M (N)							–	0°
	3	NNH4-65C-R6-V3 (N)			(1) 4494 B14/B29 (N) (1) 4890 B25/B66 (N)				–	0°
	4									

NOTE: CONTRACTOR REQUIRED TO VERIFY AND DOCUMENT EXISTING AZIMUTHS AND DOWNTILTS

CONTRACTOR TO VERIFY RF DATA WITH AT&T WIRELESS CONSTRUCTION MANAGER AND/OR RF ENGINEER PRIOR TO INSTALLATION.

(N) = NEW
(F) = FUTURE
(E) = ELECTRICAL
(M) = MECHANICAL

WILLIAM PANEK REGISTERED No. 12321 DELAWARE PROFESSIONAL ENGINEER
9/13/26

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24"x36" SCALE: NTS
11"x17" SCALE: NTS

ANTENNA CONFIGURATION AND CABLE SCHEDULE | 1

INFRASERVICES
1787 SENTRY PARKWAY W
VEVA 18, SUITE 100
BLUE BELL, PA 19422

at&t MOBILITY
60 WEST AVE
WAYNE, PA 19087

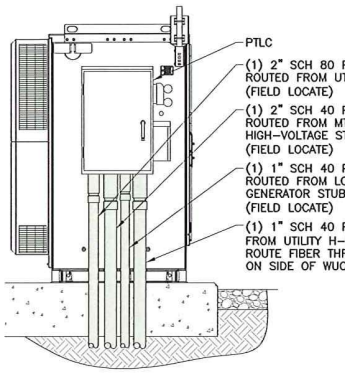
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37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

ANTENNA & CABLE CONFIGURATION

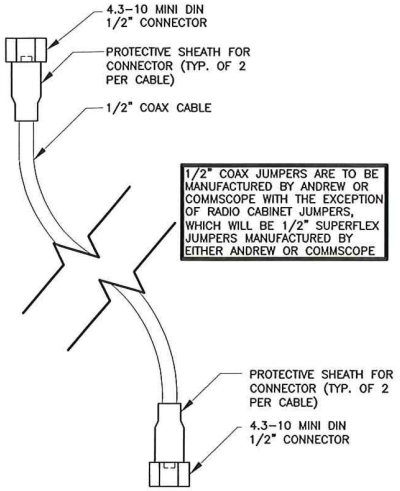
FA #	DRAWING NUMBER	REV
14404082	C3.1	0



2 LOAD CENTER DETAIL
SCALE: NOT TO SCALE

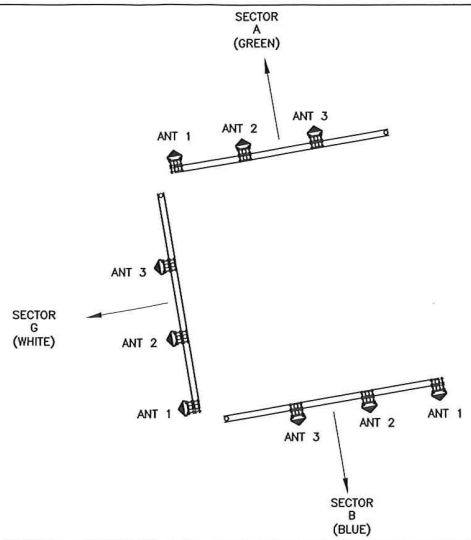
24"x36" SCALE: NTS
11"x17" SCALE: NTS

LOAD CENTER DETAIL | 4



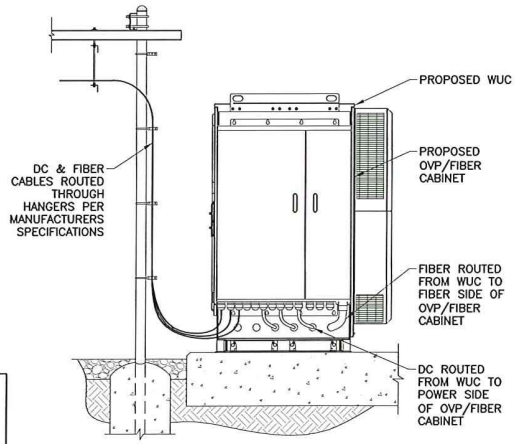
24"x36" SCALE: NTS
11"x17" SCALE: NTS

1/2" COAX JUMPER DETAIL | 5



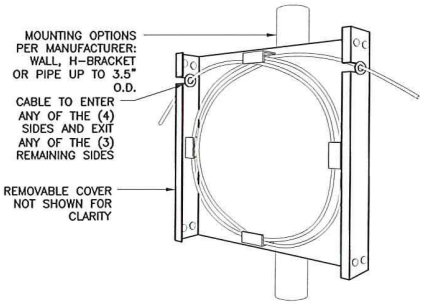
24"x36" SCALE: NTS
11"x17" SCALE: NTS

ANTENNA LABELING | 6



24"x36" SCALE: NTS
11"x17" SCALE: NTS

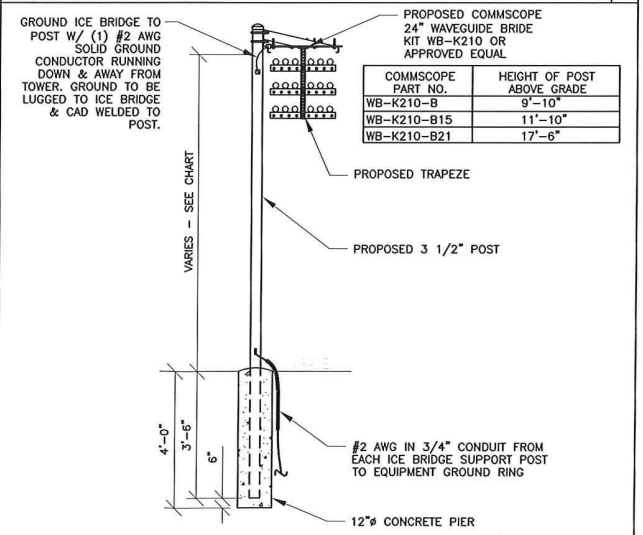
DC50 DETAIL | 3



MANUFACTURER: ROSENBERGER
MODEL: FB-15-ABOX CEQ 10505 (OR APPROVED EQUAL)
EXCESS FIBER CABLE ENCLOSURE
DIMENSIONS: 18"W X 18"H X 4"D
CAPACITY: 35m (115'±) OF 10MM CABLE

24"x36" SCALE: NTS
11"x17" SCALE: NTS

FIBER ENCLOSURE | 2



COMMSCOPE PART NO.	HEIGHT OF POST ABOVE GRADE
WB-K210-B	9'-10"
WB-K210-B15	11'-10"
WB-K210-B21	17'-6"

24"x36" SCALE: NTS
11"x17" SCALE: NTS

ICE BRIDGE DETAIL (CANTILEVER STYLE) | 1

WILLIAM PANEK
REGISTERED
No. 12321
DELAWARE
PROFESSIONAL ENGINEER
9/13/26

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VEVA 18, SUITE 100
BLUE BELL, PA 19422

at&t MOBILITY
60 WEST AVE
WAYNE, PA 19087

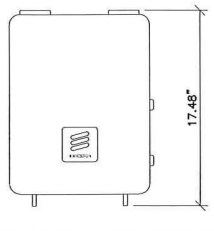
SITE NO. SIDE005944
CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

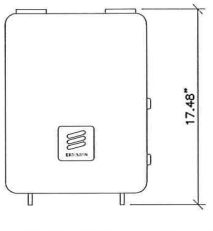
ANTENNA, COAX, & ICE BRIDGE DETAILS

FA #	DRAWING NUMBER	REV
14404082	C4	0



MANUFACTURER: ERICSSON
MODEL: 4490 B5/12
HEIGHT: 17.48"
WIDTH: 15.15"
DEPTH: 6.77"
WEIGHT: 68 LBS

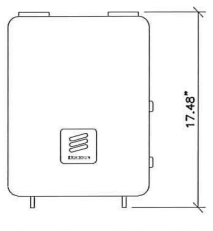
24"x36" SCALE: NTS
11"x17" SCALE: NTS
DUAL RRH B5/B12 UNIT | 8



MANUFACTURER: ERICSSON
MODEL: 4494 B14/B29
HEIGHT: 17.48"
WIDTH: 15.12"
DEPTH: 5.6"
WEIGHT: 57.3 LBS

24"x36" SCALE: NTS
11"x17" SCALE: NTS
DUAL RRH B14/B29 UNIT | 9

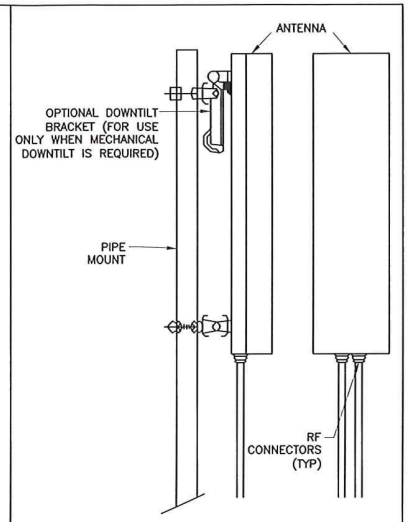
24"x36" SCALE: NTS
11"x17" SCALE: NTS
NOT USED | 6



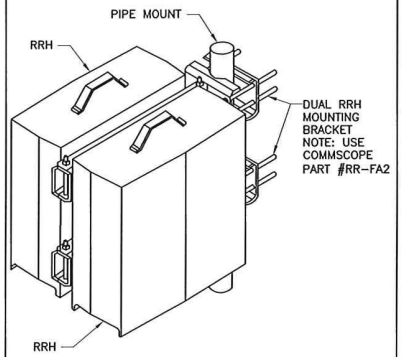
MANUFACTURER: ERICSSON
MODEL: 4890 B25/B66
HEIGHT: 17.48"
WIDTH: 15.12"
DEPTH: 6.93"
WEIGHT: 68 LBS

24"x36" SCALE: NTS
11"x17" SCALE: NTS
DUAL RRH B25/B66 UNIT | 7

24"x36" SCALE: NTS
11"x17" SCALE: NTS
NOT USED | 10

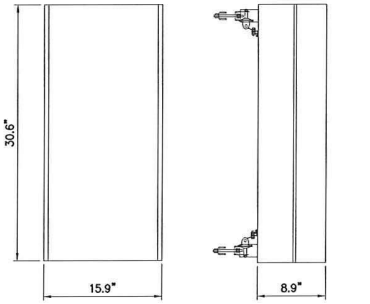


24"x36" SCALE: NTS
11"x17" SCALE: NTS
ANTENNA MOUNT DETAIL | 11



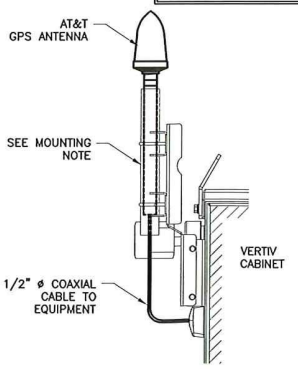
24"x36" SCALE: NTS
11"x17" SCALE: NTS
DUAL MOUNTING BRACKET | 1

MANUFACTURER: ERICSSON
PART #: AIR 6472 B77G/B77M
LENGTH: 36.3"
WIDTH: 15.9"
DEPTH: 7.4"
WEIGHT: 67.2 lbs



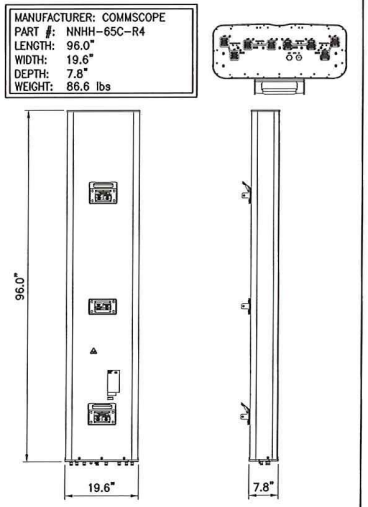
24"x36" SCALE: NTS
11"x17" SCALE: NTS
ANTENNA DETAIL | 2

NOTE:
MOUNTING RECEPTACLE IS PROVIDED AS PART OF THE WUC.



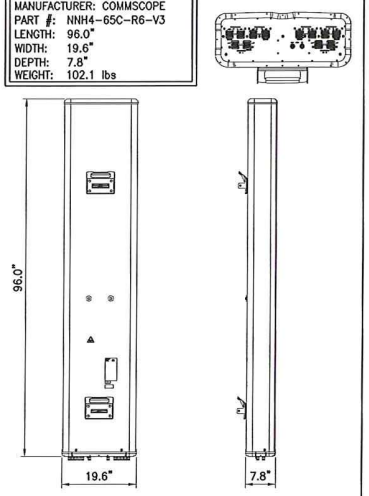
24"x36" SCALE: NTS
11"x17" SCALE: NTS
GPS ANTENNA MOUNT | 3

MANUFACTURER: COMMSCOPE
PART #: NNHH-65C-R4
LENGTH: 96.0"
WIDTH: 19.6"
DEPTH: 7.8"
WEIGHT: 86.6 lbs



24"x36" SCALE: NTS
11"x17" SCALE: NTS
ANTENNA DETAIL | 4

MANUFACTURER: COMMSCOPE
PART #: NNH4-65C-R6-V3
LENGTH: 96.0"
WIDTH: 19.6"
DEPTH: 7.8"
WEIGHT: 102.1 lbs



24"x36" SCALE: NTS
11"x17" SCALE: NTS
ANTENNA DETAIL | 5

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A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

ANTENNA DETAILS

FA #	DRAWING NUMBER	REV
14404082	C5	0

Table 2 E. PA/S. NJ/DE Fiber Trunk/Jumper Color Code Standard

Sector	Technology	Frequency Band	Color Code - Sector	Color Code - Technology	Code Code - Frequency	Code Code - Frequency 2nd Block
A	LTE	700 B/C	GREEN	VIOLET	VIOLET	
A	LTE	850	GREEN	VIOLET	YELLOW	
A	LTE	850 - 2nd Block	GREEN	VIOLET	YELLOW	YELLOW
A	LTE	1900	GREEN	VIOLET	RED	
A	LTE	1900 - 2nd Block	GREEN	VIOLET	RED	RED
A	LTE	2100	GREEN	VIOLET	ORANGE	
A	LTE	2100 - 2nd Block	GREEN	VIOLET	ORANGE	ORANGE
A	LTE	700 D/E	GREEN	VIOLET	SLATE	
A	LTE	2300	GREEN	VIOLET	BROWN	
A	LTE	2300 - 2nd Block	GREEN	VIOLET	BROWN	BROWN
A	UMTS	850	GREEN	YELLOW	YELLOW	
A	UMTS	1900	GREEN	YELLOW	RED	
B	LTE	700 B/C	BLUE	VIOLET	VIOLET	
B	LTE	850	BLUE	VIOLET	YELLOW	
B	LTE	850 - 2nd Block	BLUE	VIOLET	YELLOW	YELLOW
B	LTE	1900	BLUE	VIOLET	RED	
B	LTE	1900 - 2nd Block	BLUE	VIOLET	RED	RED
B	LTE	2100	BLUE	VIOLET	ORANGE	
B	LTE	2100 - 2nd Block	BLUE	VIOLET	ORANGE	ORANGE
B	LTE	700 D/E	BLUE	VIOLET	SLATE	
B	LTE	2300	BLUE	VIOLET	BROWN	
B	LTE	2300 - 2nd Block	BLUE	VIOLET	BROWN	BROWN
B	UMTS	850	BLUE	YELLOW	YELLOW	
B	UMTS	1900	BLUE	YELLOW	RED	
C	LTE	700 B/C	WHITE	VIOLET	VIOLET	
C	LTE	850	WHITE	VIOLET	YELLOW	
C	LTE	850 - 2nd Block	WHITE	VIOLET	YELLOW	YELLOW
C	LTE	1900	WHITE	VIOLET	RED	
C	LTE	1900 - 2nd Block	WHITE	VIOLET	RED	RED
C	LTE	2100	WHITE	VIOLET	ORANGE	
C	LTE	2100 - 2nd Block	WHITE	VIOLET	ORANGE	ORANGE
C	LTE	700 D/E	WHITE	VIOLET	SLATE	
C	LTE	2300	WHITE	VIOLET	BROWN	
C	LTE	2300 - 2nd Block	WHITE	VIOLET	BROWN	BROWN
C	UMTS	850	WHITE	YELLOW	YELLOW	
C	UMTS	1900	WHITE	YELLOW	RED	

Table 1: E. PA/S. NJ/DE Fiber Trunk/Jumper Color Code Definition

Sector	Alpha	Green
	Beta	Blue
	Gamma	White
Technology	UMTS	Yellow
	LTE	Violet
Frequency Band	700 (B/C)	Violet
	850	Yellow
	850 - 2nd Block	Yellow - Yellow
	1900	Red
	1900 - 2nd Block	Red - Red
	2100 (AWS)	Orange
	2100 (AWS) - 2nd Block	Orange - Orange
	2300 (WCS)	Brown
	2300 (WCS) - 2nd Block	Brown - Brown
	700 (D/E)	Slate

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CABLE COLOR CODING | 1

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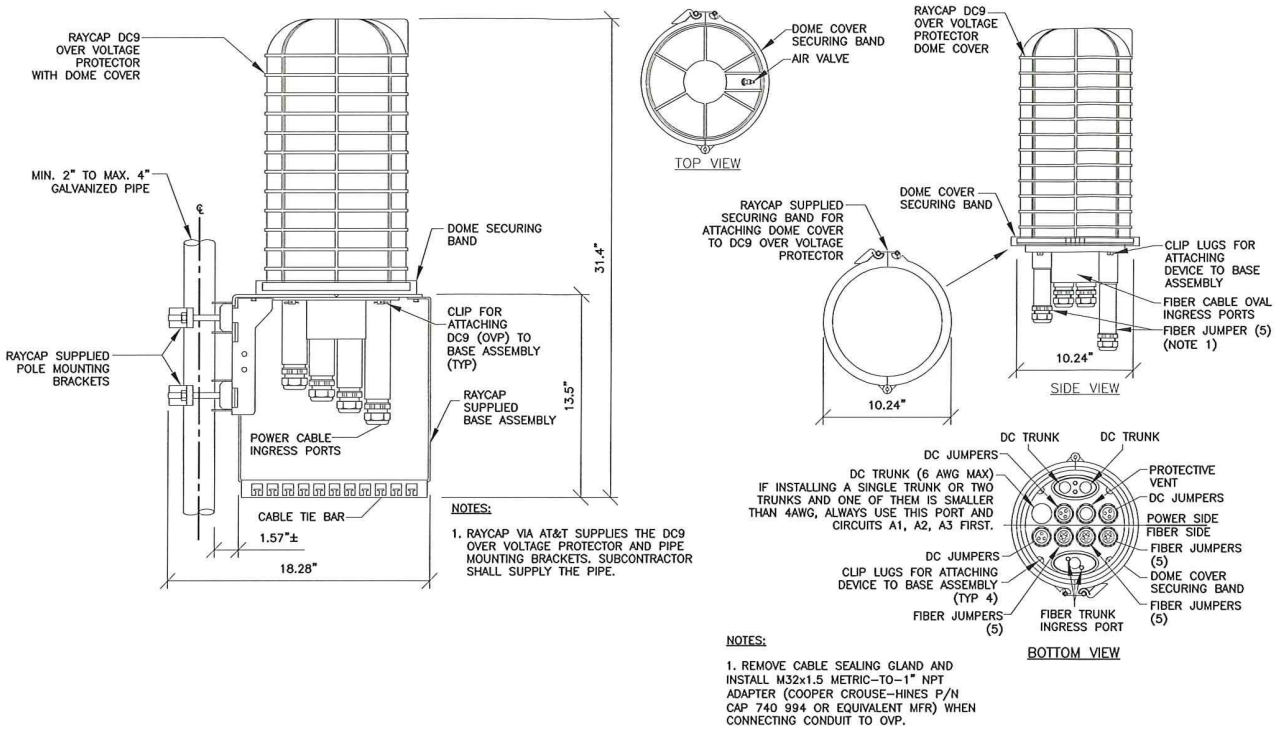
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37468 DUNE DRIVE
LEWES, DE 19958

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A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

CABLE COLOR CODING

FA #	DRAWING NUMBER	REV
14404082	C6	0



RAYCAP DC9 DC POWER OVER VOLTAGE PROTECTOR (OVP) & POLE MOUNT BASE ASSEMBLY

WILLIAM PANEK REGISTERED No. 12321 PROFESSIONAL ENGINEER DELAWARE
9/13/26

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DC9 SURGE DETAILS | 1

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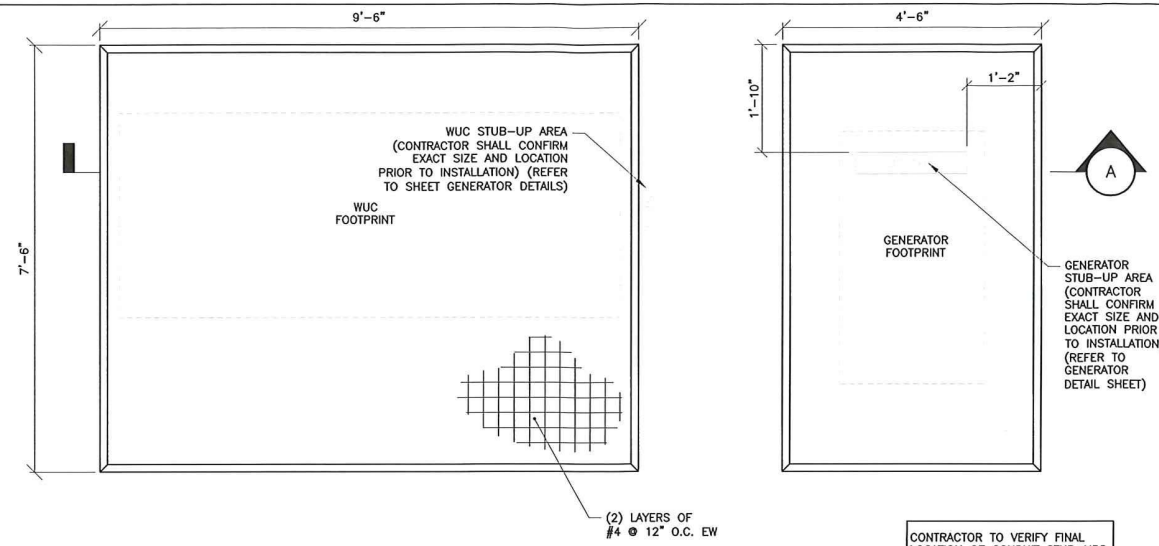
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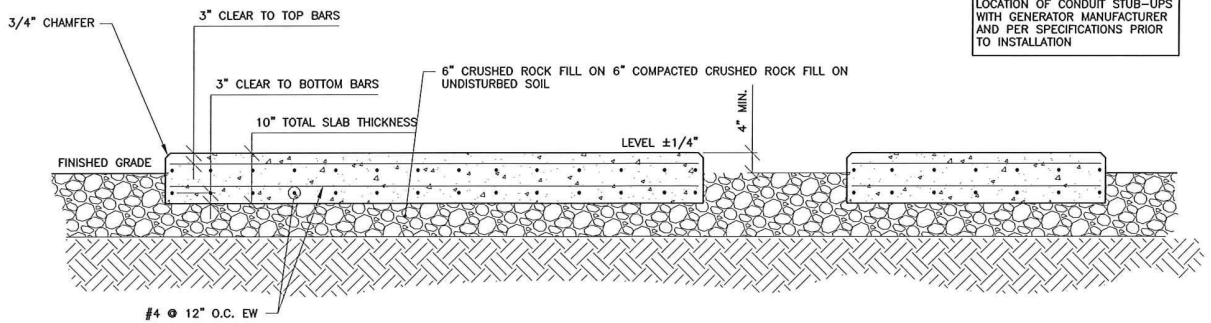
SCALE: | DESIGNED: | CHECKED: –

SURGE DETAILS

FA #	DRAWING NUMBER	REV
14404082	C7	0



CONTRACTOR TO VERIFY FINAL LOCATION OF CONDUIT STUB–UPS WITH GENERATOR MANUFACTURER AND PER SPECIFICATIONS PRIOR TO INSTALLATION



SECTION A-A
NOT TO SCALE

NOTES:

1. SLAB TOLERANCE IS ±1/4".
2. ADDITIONAL ENGINEERING REVIEW IS REQUIRED IF THE PAD IS PLACED ON SOIL WITH A BEARING CAPACITY LESS THAN 2000 PSF.
3. REBAR – SEE SPECIFICATIONS
4. OVERLAP SPLICES ARE ALLOWED FOR REINFORCING BAR, USE 18" MINIMUM LAP.
5. CONCRETE COMPRESSION STRENGTH (f'c) TO BE 3000 P.S.I. MINIMUM.
6. ATTACH EACH WIC BASE SUPPORT POST TO CONCRETE PAD W/ MINIMUM (4) 1/2" DIA. HILTI KWIK BOLT TZ ANCHORS, OR APPROVED EQUAL, W/ 2" EFFECTIVE EMBED. DEPTH.
7. ATTACH GENERATOR BASE TO CONCRETE PAD W/ MINIMUM (4) 1/2" DIA. HILTI KWIK BOLT TZ ANCHORS, OR APPROVED EQUAL, W/ 2" EFFECTIVE EMBED. DEPTH.

WILLIAM PANEK REGISTERED No. 12321 DELAWARE PROFESSIONAL ENGINEER
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CONCRETE PAD DETAILS | 1

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SCALE: | DESIGNED: | CHECKED: –

CONCRETE PAD DETAILS

FA #	DRAWING NUMBER	REV
14404082	C8	0

GENERAL NOTES

1. INSPECTIONS
   - A. GENERAL: DURING AND UPON COMPLETION OF THE WORK, ARRANGE AND PAY ALL ASSOCIATED INSPECTIONS OF ALL ELECTRICAL WORK INSTALLED UNDER THIS CONTRACT IN ACCORDANCE WITH THE CONDITIONS OF THE CONTRACT. INSTALLATION SHALL COMPLY WITH APPLICABLE LAWS AND ORDINANCES, UTILITY COMPANY REQUIREMENTS, AND THE LATEST EDITION OF NEC, NFC, NEMA, OSHA, SBC, AND UL.
   - B. INSPECTIONS REQUIRED: AS PER THE LAWS AND REGULATIONS OF THE LOCAL AND/OR STATE AGENCIES HAVING JURISDICTION AT THE PROJECT SITE.
   - C. INSPECTION AGENCY: APPROVED BY THE LOCAL AND/OR STATE AGENCIES HAVING JURISDICTION AT THE PROJECT SITE.
   - D. CERTIFICATES: SUBMIT ALL REQUIRED INSPECTION CERTIFICATES.
2. HANGERS AND SUPPORTS
   - A. MATERIALS: ALL HANGERS, SUPPORTS, FASTENERS AND HARDWARE SHALL BE STAINLESS STEEL OR OF EQUIVALENT CORROSION RESISTANCE BY TREATMENT OR INHERENT PROPERTY, AND SHALL BE MANUFACTURED PRODUCTS DESIGNED FOR THE APPLICATION. PRODUCTS FOR OUTDOOR USE SHALL BE HOT DIP GALVANIZED.
   - B. TYPES: HANGERS, STRAPS, RISER SUPPORTS, CLAMPS, U-CHANNEL, THREADED RODS, ETC. AS INDICATED OR REQUIRED.
   - C. INSTALLATION: RIGIDLY SUPPORT AND SECURE ALL MATERIALS, RACEWAY AND EQUIPMENT TO BUILDING STRUCTURE USING HANGERS, SUPPORTS AND FASTENERS SUITABLE FOR THE USE. MATERIALS AND LOADS ENCOUNTERED. PROVIDE ALL NECESSARY HARDWARE. PROVIDE CONDUIT SUPPORTS AT MAXIMUM 5 FT. O.C.
   - D. STRUCTURAL MEMBERS: DO NOT CUT, DRILL, OR WELD ANY STRUCTURAL MEMBER EXCEPT AS SPECIFICALLY APPROVED BY THE ENGINEER.
   - E. MISCELLANEOUS SUPPORTS: PROVIDE ANY ADDITIONAL STRUCTURAL SUPPORT STEEL BRACKETS, ANGLES, FASTENERS AND HARDWARE AS REQUIRED TO ADEQUATELY SUPPORT ALL ELECTRICAL MATERIALS AND EQUIPMENT.
   - F. ONE HOLE STRAPS SHALL NOT BE USED FOR CONDUITS LARGER THAN 3/4 INCH.
3. ENCLOSURES
   - A. NEMA 3R
4. HOLES, SLEEVES AND OPENINGS
   - A. GENERAL: PROVIDE ALL HOLES, SLEEVES, AND OPENINGS REQUIRED FOR THE COMPLETION OF WORK AND RESTORE ALL SURFACES DAMAGED TO MATCH SURROUNDING SURFACES.
5. CUTTING AND PATCHING
   - A. GENERAL: PROVIDE ALL CUTTING, DRILLING, FITTING AND PATCHING NECESSARY FOR ACCOMPLISHING THE WORK. THIS INCLUDES ANY AND ALL WORK NECESSARY TO: UNCOVER WORK TO PROVIDE FOR THE INSTALLATION OF ILL TIMED WORK, REMOVE AND REPLACE DEFECTIVE WORK AND WORK NOT CONFORMING TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
   - B. REPAIRS: REPAIR ANY AND ALL DAMAGE TO WORK OF OTHER TRADES CAUSED BY CUTTING AND PATCHING OPERATIONS, USING SKILLED MECHANICS OF THE TRADES INVOLVED.
6. RACEWAY SYSTEMS
   - A. ALL ABOVE GRADE CONDUIT AND ALL CONDUIT ELBOWS SHALL BE RIGID GALVANIZED STEEL UNLESS NOTED OTHERWISE.
7. CONDUCTORS
   - A. USE 98% CONDUCTIVITY COPPER WITH TYPE XHHW-2 INSULATION, 600 VOLT, COLOR CODED. USE SOLID CONDUCTORS FOR WIRE UP TO AND INCLUDING NO. 8 AWG, STRANDED CONDUCTORS FOR WIRE LARGER THAN NO. 8. USE PRESSURE-TYPE INSULATED TWIST-ON CONNECTORS FOR NO. 10 AWG AND SMALLER, SOLDERLESS MECHANICAL TERMINAL LUGS FOR NO. 8 AWG AND LARGER.
8. GROUNDING SYSTEM
   - A. INSTALLATION: INSTALL AS REQUIRED PER SPECIFICATION. CONTRACTOR REPRESENTATIVE WILL INSPECT EXOTHERMIC WELDS AND CONDUCT MEGGER TEST PRIOR TO BURIAL. MAXIMUM 5 OHMS RESISTANCE IS REQUIRED, WHEN MORE THAT (4) ADDITIONAL GROUNDS ARE REQUIRED, VERIFY OHM LEVEL PRIOR TO CONSTRUCTION. USE CLEAN SAND AND CLAY BACKFILL FOR BURIED GROUND CONDUCTORS.
9. CHECKOUT, TESTING AND ADJUSTING
   - A. CORRECTION/REPLACEMENT: AFTER TESTING BY CONTRACTOR, OWNER OR ENGINEER, CORRECT ANY DEFICIENCIES AND REPLACE MATERIALS AND EQUIPMENT SHOWN TO BE DEFECTIVE OR UNABLE TO PERFORM AT DESIGN OR RATED CAPACITY.
   - B. POWER CONDUCTORS: CONTRACTOR SHALL CONDUCT A CONTINUITY & INSULATION TEST ON CONDUCTORS BETWEEN SERVICE DISCONNECT SWITCH & POWER CABINET.
   - C. WHEN SITE POWER IS DERIVED FROM 3 PHASE SOURCE, LOAD READINGS WILL BE TAKEN AND RECORDED TO MAINTAIN A BALANCED LOAD AT THE PRIMARY SOURCE. RECORDS SHALL BE TURNED IN TO THE OWNER'S REPRESENTATIVE.

RF NOTES:

1. ACTUAL LENGTHS SHALL BE DETERMINED PER SITE CONDITION BY SUBCONTRACTOR.
2. THE DESIGN IS BASED ON RF DATA SHEETS, SIGNED AND APPROVED.
3. RADIO SIGNAL CABLE AND RACEWAY SHALL COMPLY WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC, NFPA 70), CHAPTER 8.
4. ALL SPECIFIED MATERIAL FOR EACH LOCATION (E.G. OUTDOORS-OCCUPIED, INDOORS-UNOCCUPIED,PLENUMS, RISER SHAFTS, ETC.) SHALL BE APPROVED, LISTED, OR LABELED AS REQUIRED BY THE NEC.
5. RADIO SIGNAL CABLE SHALL BE SUPPORTED AT MINIMUM OF EVERY THREE (3) FEET EXCEPT INSIDE MONOPOLES OR LATTICE TOWERS WHERE CABLE AND CONNECTOR MANUFACTURER'S SUPPORT RECOMMENDATIONS SHALL BE FOLLOWED. RF JUMPERS SHALL BE SUPPORTED AT A MAXIMUM OF TWO (2) FEET, AND WITHIN 18" OF CONNECTOR. MANUFACTURER RECOMMENDED CABLE SUPPORT ACCESSORIES SHALL BE USED.
6. THE OUTDOOR CABLE SUPPORT SYSTEM SHALL BE PROVIDED WITH AN ICE SHIELD TO SUPPORT AND PROTECT ANTENNA CABLE RUNS.
7. DRIP LOOPS SHALL BE REQUIRED ON ALL OUTSIDE CABLES. CABLES SHALL BE SLOPED AWAY FROM BUILDING OR OUTDOOR BTS CABINETS TO PREVENT WATER FROM ENTERING THROUGH THE COAXIAL CABLE PORT.
8. ALL FEEDER LINE AND JUMPER CONNECTORS SHALL BE 7/16 DIN CABLE CONNECTORS THAT MEET IP68 STANDARDS.
9. 7/16 DIN CONNECTORS REQUIRE NO ADDITIONAL WEATHER PROOFING IN INDOOR APPLICATIONS IF INSTALLED AND TORQUED PROPERLY. IN OUTDOOR APPLICATIONS, WEATHER PROOFING IS REQUIRED AND THE FOLLOWING PROCEDURE SHOULD BE FOLLOWED.
10. USING WEATHERPROOFING KIT APPROVED BY CABLE MANUFACTURER AND CONTRACTOR, START TAPE APPROXIMATELY 5 INCHES FROM THE CONNECTOR AND WRAP 2 INCHES TOWARD THE CONNECTOR, THEN REVERSE THE TAPE SO THAT THE STICKY SIDE IS UP. TAPE OVER THE CONNECTOR OR SURGE ARRESTOR UNTIL THREE (3) TO FOUR (4) INCHES BEYOND THE CONNECTOR AND REVERSE AGAIN WITH THE STICKY SIDE DOWN FOR ANOTHER INCH OR TWO. ADD THE BUTYL RUBBER AND FINISH WITH A FINAL LAYER OF TAPE.
11. ANTENNAS AND COAX SHALL BE PAINTED, WHEN REQUIRED, BY THE LANDLORD OR AUTHORITY HAVING JURISDICTION IN ACCORDANCE WITH ANTENNA MANUFACTURERS' SURFACES' PREPARATION AND PAINTING REQUIREMENTS.
12. CABLE SHIELDS, AND TOWER CONDUITS SHALL BE GROUNDED AT THE TOP OF THE TOWER, WITHIN 10 FEET OF THEIR CONNECTORS, AND AT THE BOTTOM OF THE TOWER ABOUT 6 INCHES BEFORE THEY TURN TOWARD THE FACILITY. THEY SHALL BE GROUNDED AT THE MIDPOINT OF THE TOWERS THAT ARE BETWEEN 100 FEET AND 200 FEET HIGH, AND AT INTERVALS OF 100 FEET OR LESS ON TOWERS THAT ARE HIGHER THAN 200 FEET.
13. APPROVED GROUNDING KITS, WHICH INCLUDE GROUNDING STRAPS, SHALL BE USED TO GROUND THE COAXIAL CABLE SHIELDS, AND CONDUITS. THE GROUND CONDUCTORS FOR THE KITS AT THE TOP OF THE TOWER, AND IN THE MIDDLE SECTION OF THE TOWER, ARE BONDED DIRECTLY TO GROUND BAR USING EXOTHERMIC OR COMPRESSION CONNECTIONS.
14. ALL RADIO SIGNAL CABLE SHALL BE LABELED PER MARKET REQUIREMENTS.
15. ANTENNA FEED LINE SYSTEM SWEEP TESTING SHALL BE PERFORMED AND REPORTED IN ACCORDANCE WITH CARRIER REQUIREMENTS. CONTRACTOR WILL NOT ACCEPT A RADIO SIGNAL CABLE INSTALLATION WITH UNSATISFACTORY SWEEP TEST RESULTS. THERE SHALL ALSO BE A HARD COPY OF SWEEPS LEFT AT SITE UPON COMPLETION OF SWEEP TEST.

WILLIAM PANEK REGISTERED No. 12321 DELAWARE PROFESSIONAL ENGINEER
9/13/26

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at&t MOBILITY 60 WEST AVE WAYNE, PA 19087

SITE NO. SIDE005944
CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: DESIGNED: CHECKED: –

GROUNDING & RF NOTES

FA #	DRAWING NUMBER	REV
14404082	E1	0

GENERAL CONSTRUCTION NOTES

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
   GENERAL CONTRACTOR – CONTRACTOR
   SUBCONTRACTOR – CONTRACTOR (CONSTRUCTION)
2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
3. CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK, AND SHALL MAKE NECESSARY PROVISIONS. CONTRACTOR SHALL BECOME FAMILIAR WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRM THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOWN DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK.
8. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
10. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND APPROVED BY LOCAL AUTHORITY.
11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
12. SEAL PENETRATIONS THROUGH FIRE RATED AREA WITH U.L. LISTED MATERIALS APPROVED BY LOCAL AUTHORITY. GENERAL CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
13. WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADED LINES AND NOTES THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. SUBCONTRACTOR SHALL NOTIFY CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
14. GENERAL CONTRACTOR SHALL OBTAIN THE CONSTRUCTION PERMIT. THE SUBCONTRACTOR IS RESPONSIBLE FOR OBTAINING AND PAYING FOR ADDITIONAL PERMITS, LICENSES AND INSPECTIONS, INCLUDING ANY CONNECTION FEES FOR ELECTRICAL SERVICE.
15. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
16. THE GENERAL CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION
17. CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND SUBCONTRACTORS TO THE SITE BUILDING OWNER'S REPRESENTATIVE.
18. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
19. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF THE SUBCONTRACTOR.
20. THE SUBCONTRACTOR SHALL PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2–A OT 2–A:10–BC AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
21. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
22. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION.
23. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER AT COMPLETION OF CONSTRUCTION
24. SUBCONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS–BUILT REDLINES TO GENERAL CONTRACTOR CONSTRUCTION MANAGER UPON COMPLETION OF PROJECT.
25. SUBCONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION
26. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED)
27. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS.
28. NO NOISE, SMOKE, DUST, ODOR, OR VIBRATIONS WILL RESULT FROM THIS PROPOSAL.
29. OUTDOOR STORAGE AND SOLID WASTE CONTAINERS ARE NOT PROPOSED.
30. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATION.
31. SUBCONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
32. ALL HEAT SHRINK SHALL BE CLEAR FOR INDOOR APPLICATIONS, AND BLACK UV PROTECTION AT OUTDOOR.

WIRE AND CABLE NOTE

1. WIRE AND CABLE SHALL BE ROUTED AND SUPPORTED ON LADDER RACKS PER AT&T SPECIFICATIONS.

GENERAL GROUNDING NOTES

1. ALL METALLIC PARTS OF ELECTRICAL EQUIPMENT WHICH DO NOT CARRY CURRENT SHALL BE GROUNDED IN ACCORDANCE WITH THE REQUIREMENTS OF AT&T MOBILITY GROUNDING STANDARD ND–00071 AND THE NATIONAL ELECTRICAL CODE.
2. PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEM INDICATED WITH ASSEMBLY OF MATERIALS, INCLUDING GROUNDING ELECTRODES. BONDING JUMPERS AND ADDITIONAL ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.
3. ROUTE GROUNDING CONNECTIONS AND CONDUCTORS TO GROUND IN THE SHORTEST AND STRAIGHTEST PATHS POSSIBLE TO MINIMIZE TRANSIENT VOLTAGE RISES.
4. TIGHTEN GROUNDING AND BONDING CONNECTORS, INCLUDING SCREWS AND BOLTS, IN ACCORDANCE WITH MANUFACTURES PUBLISHED TORQUE TIGHTENING VALUES FOR CONNECTIONS AND BOLTS. WHERE MANUFACTURERS TORQUING REQUIREMENTS ARE NOT AVAILABLE, TIGHTEN TORQUE VALUES SPECIFIED IN UL ASSURE PERMANENT AND EFFECTIVE GROUNDING.
5. ALL UNDERGROUND CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS AND INSTALLED IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS.
6. ALL GROUNDING CONNECTIONS SHALL BE INSPECTED FOR TIGHTNESS. EXOTHERMIC–WELDED CONNECTIONS SHALL BE APPROVED BY THE INSPECTOR HAVING JURISDICTION BEFORE BEING PERMANENTLY CONCEALED.
7. APPLY CORROSION–RESISTANT FINISH TO FIELD CONNECTIONS, AND PLACES WHERE FACTORY APPLIED PROTECTIVE COATINGS HAVE BEEN DESTROYED. USE COPPER–BASED "NO–OX" OR APPROVED EQUAL.
8. A SEPARATE, CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUITS.
9. BOND ALL INSULATED GROUNDING BUSHINGS WITH A BARE #6 AWG GROUNDING CONDUCTOR TO A GROUND BUS.

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No. 12321
PROFESSIONAL ENGINEER
DELAWARE
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ETTCS GENERAL NOTES

FA #	DRAWING NUMBER	REV
14404082	E2	0

PLAN NOTES:

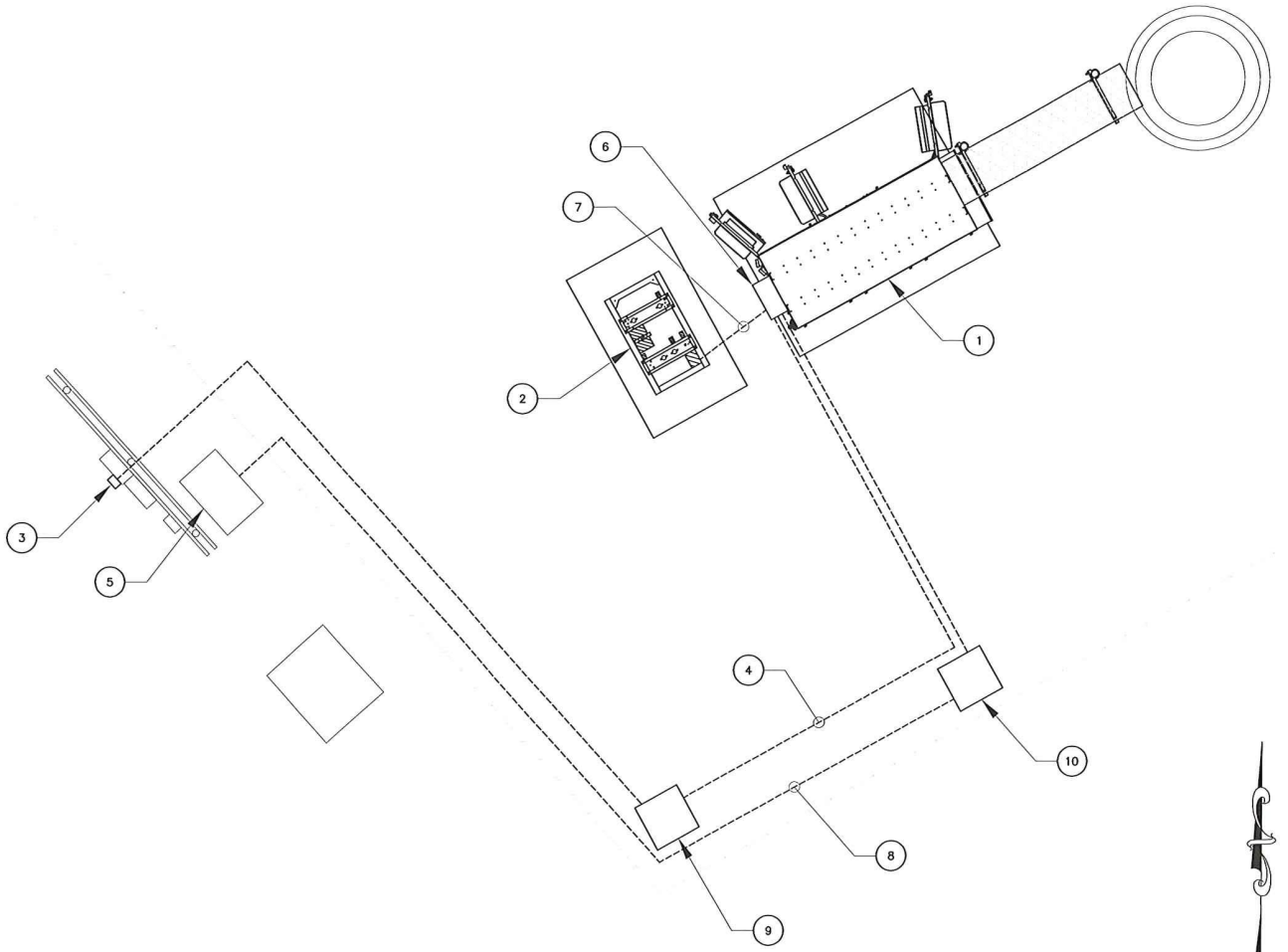
1. PROPOSED AT&T WUC, INSTALLED BY CONTRACTOR (FURNISHED BY AT&T)
2. PROPOSED AT&T 30KW DIESEL GENERATOR INSTALLED BY CONTRACTOR (FURNISHED BY AT&T)
3. PROPOSED AT&T 200AMP METER & DISCONNECT INSTALLED IN EXISTING METER BANK.
4. PROPOSED 2" AT&T POWER CONDUIT WITH (3)#3/0 AND (1)#4 GROUND FROM PROPOSED AT&T METER TO NEW WUC (60± L.F.)
5. EXISTING TELCO DEMARACATION
6. PROPOSED AT&T LOAD CENTER
7. PROPOSED 2" CONDUIT W/ (3) 3/0 & (1) #4 GROUND FROM GENERATOR TO AT&T LOAD CENTER. PROVIDE ADDITIONAL 1" CONDUIT FOR AC CIRCUITS & CONTROLS AS REQUIRED BY MANUFACTURER.
8. PROPOSED AT&T TELCO CONDUIT. (1) 4" SCHEDULE 40 PVC WITH PULL STRINGS FROM EXISTING TELCO BOX TO PROPOSED WUC. USE LONG SWEEPS UTILIZE ELECTRIC TRENCH WHERE POSSIBLE. (60'± L.F.)
9. PROPOSED 24"X24" PULL BOX FOR POWER CONDUIT (QTY 1)
10. PROPOSED 24"X24" PULL BOX FOR TELCO CONDUIT (QTY 1)

ETTCS NOTES:

1. TBD UPON COMPLETION OF TELCO WALK

ELECTRICAL NOTES:

1. CONTRACTOR SHALL REFERENCE AT&T ELECTRICAL STANDARD SPECIFICATIONS.
2. THE ELECTRIC UTILITY COMPANY SHALL TERMINATE ALL OF THE ELECTRICAL WIRES ROUTED TO THE NEW UTILITY METER (FURNISHED AND INSTALLED BY THE ELECTRICAL UTILITY COMPANY).
3. UNDERGROUND CONDUITS SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE. USE SCHEDULE 80 PVC UNDER ROADS. USE RGS CONDUIT ABOVE GRADE. MANUFACTURED BENDS SHALL HAVE A MINIMUM RADIUS OF 36" FOR CONDUIT.
4. CONDUIT RUNS SHALL HAVE A CONTINUOUS SLOPE DOWNWARD AND AWAY FROM THE EQUIPMENT TO ALLOW WATER TO FLOW AWAY FROM THE EQUIPMENT. EXCAVATE TRENCHES ALONG STRAIGHT LINES PRIOR TO INSTALLING CONDUIT TO ACCOMODATE ADJUSTING THE ELEVATION, AS NEEDED.
5. CONDUIT ENTERING EQUIPMENT SHALL BE SEALED WITH A SEALANT THAT IS IDENTIFIED FOR USE WITH CABLE/CONDUCTOR INSULATION, SHIELDING, ETC.



SCALE: 1"=5'

5' 0 5'

CALLED NORTH

WILLIAM PANEK REGISTERED No. 12321 PROFESSIONAL ENGINEER DELAWARE

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24"x36" SCALE: 1"=2.5'
11"x17" SCALE: 1"=5'

ELECTRICAL AND ETTCS PLAN | 1

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SCALE: | DESIGNED: | CHECKED: --

ELECTRICAL & ETTCS PLAN

FA #	DRAWING NUMBER	REV
14404082	E3	0

GROUNDING NOTES:

1. ALL GROUNDING CONNECTIONS SHALL BE MADE WITH EXOTHERMIC WELDS, UNLESS NOTED OTHERWISE.
2. ALL LUG CONNECTIONS SHALL BE 2-HOLE LUGS.
3. THE EQUIPMENT GROUND RING SHALL BE COMPRISED OF #2 AWG BARE SOLID TINNED COPPER, UNLESS NOTED OTHERWISE, BURIED 30" BELOW FINISHED GRADE (OR BELOW FROSTLINE, WHICHEVER IS DEEPER). GROUND RING SHALL BE INSPECTED BY THE CONSTRUCTION MANAGER PRIOR TO BACKFILL.
4. CONTRACTOR SHALL SET 5/8"ø x10' LONG COPPER CLAD GROUND RODS WITH SPACING BETWEEN RODS SET AT A MINIMUM OF 10', AS SHOWN (NON-LINEAR). PROVIDE EXOTHERMIC WELD TO BOND GROUND ROD TO BURIED GROUND RING.
5. ALL BENDS ON THE GROUND CONDUCTOR TO BE MADE WITH A MINIMUM 12" RADIUS.
6. CONTRACTOR SHALL PROVIDE #2 AWG GROUND LEADS WITH ONE END EXOTHERMICALLY WELDED TO THE GROUND RING AND THE OTHER END CONNECTED TO THE INTERNAL SHELTER HALO GROUND RING, AC UNITS, MASTER INTERIOR/EXTERIOR GROUND BARS, AND THE GENERATOR RECEPTACLE PER THE SHELTER MANUFACTURER'S RECOMMENDATIONS AND IN ACCORDANCE WITH ALL AT&T ELECTRICAL STANDARD SPECIFICATIONS. TO PROTECT FROM DAMAGE.
7. CONTRACTOR SHALL GROUND EACH GRIP STRUT SECTION TO ALL ADJACENT GRIP STRUT SECTIONS BY MEANS OF A #2 AWG GREEN WITH MECHANICAL CONNECTION.
8. BONDING OF THE GROUNDED CONDUCTOR (NEUTRAL) AND THE GROUNDING CONDUCTOR SHALL BE AT THE SERVICE DISCONNECT. THE BONDING JUMPER SHALL BE INSTALLED PER N.E.C. ARTICLE 250-30.
9. ALL GROUNDING SHALL BE IN ACCORDANCE WITH AT&T ELECTRICAL STANDARD SPECIFICATIONS AND THE LATEST EDITION OF THE NEC.
10. THE CONTRACTOR SHALL HAND DIG AND VERIFY THE EXISTING TOWER/COMPOUND GROUNDING SYSTEM WHICH MAY CONSIST OF GROUND RING(S), GROUND RODS, GROUND MATS, CHEMICAL GROUND RODS AND/OR WATER WELLS. THE CONTRACTOR SHALL LEAVE THE EXISTING GROUNDING SYSTEM UNDISTURBED AND NOTIFY THE CONSTRUCTION MANAGER OF ANY CONSTRUCTION CONFLICTS.
11. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND HAND DIG IN THIS VICINITY TO PROTECT FROM DAMAGE.
12. ALL OUTDOOR GROUNDING LUGS SHALL BE WINDOWLESS TYPE WITH BLACK SHRINK WRAP.
13. ALL INDOOR GROUNDING LUGS SHALL BE WINDOW DESIGN WITH CLEAR SHRINK WRAP.
14. ALL STRANDED GROUNDING WIRE (REGARDLESS OF SIZE) SHALL BE TIN COATED WITH UV RESISTANT JACKET. (APPLIES TO BOTH INDOOR AND OUTDOOR LOCATIONS)

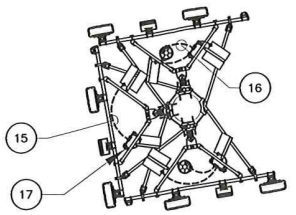
PLAN NOTES:

1. PROPOSED AT&T WALK UP CABINET (WUC).
2. PROPOSED AT&T 30kW DIESEL GENERATOR
3. EXISTING TOWER GROUND RING (VERIFY IN FIELD)
4. PROPOSED EXTERIOR MASTER GROUND BAR (TYPICAL OF 2) BONDED TO PROPOSED GROUND RING W/ (2) #2 AWG SOLID TINNED COPPER GROUND WIRE, PROVIDE 3/4" PVC PROTECTION 12" BELOW GRADE, SEAL TOP W/ SILICONE CAULK.
5. PROPOSED INTERIOR MASTER GROUND BAR. TYP.X3 – (1) INSTALLED IN EACH BAY (FURNISHED WITH WUC)
6. PROPOSED GROUND RING #2 AWG BARE SOLID TINNED COPPER WIRE AT A MINIMUM OF 36" BELOW FINISHED GRADE (OR BELOW FROSTLINE, WHICHEVER IS DEEPER)
7. BOND THE EQUIPMENT GROUND RING TO THE EXISTING TOWER GROUND RING USING #2 AWG BARE SOLID TINNED COPPER WIRE (TYP 2.). PROVIDE 3/4" PVC PROTECTION TO 12" BELOW GRADE, SEAL TOP WITH SILICONE CAULK
8. PROPOSED 5/8"ø x 10' GROUND ROD (TYPICAL)
9. PROPOSED 5/8"ø x 10' GROUND ROD W/ INSPECTION SLEEVE.
10. GROUND GENERATOR & STEEL FRAME TO PROPOSED GROUND RING W/ (2) #2 AWG SOLID TINNED COPPER GROUND WIRE PROVIDE 3/4" PVC PROTECTION 12" BELOW GRADE, SEAL TOP W/ SILICONE CAULK.
11. GROUND WUC TO PROPOSED GROUND RING W/ (4) #2 AWG SOLID TINNED COPPER GROUND WIRE PROVIDE 3/4" PVC PROTECTION 12" BELOW GRADE, SEAL TOP W/ SILICONE CAULK.
12. GROUND DC50 TO PROPOSED GROUND RING W/ (1) #2 AWG SOLID TINNED COPPER GROUND WIRE PROVIDE 3/4" PVC PROTECTION 12" BELOW GRADE, SEAL TOP W/ SILICONE CAULK.
13. GROUND LOAD CENTER TO PROPOSED GROUND RING W/ (1) #2 AWG SOLID TINNED COPPER GROUND WIRE PROVIDE 3/4" PVC PROTECTION 12" BELOW GRADE, SEAL TOP W/ SILICONE CAULK.
14. BOND GROUND RING TO PROPOSED COMPOUND FENCE. AT (2) FENCE CORNERS W/ #2 AWG BARE SOLID TINNED COPPER WIRE, PROVIDE 3/4" PVC PROTECTION TO 12" BELOW GRADE, SEAL TOP W/ SILICONE CAULK.
15. BOND RRH TO THE PROPOSED SECTOR GROUND BAR USING (2) #2 AWG GREEN COPPER WIRE.
16. BOND SURGE SUPPRESSOR TO THE PROPOSED SECTOR GROUND BAR USING #2 AWG GREEN COPPER WIRE.
17. PROPOSED SECTOR GROUND BAR

GROUNDING SYMBOLS

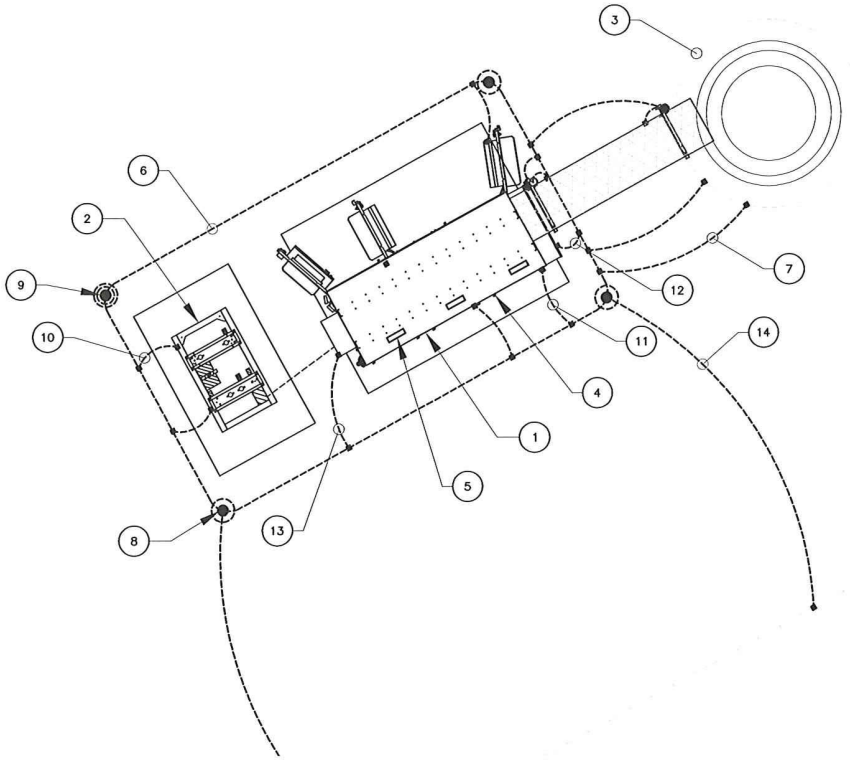
- GROUND ROD WITH ACCESS
- CHEMICAL GROUND ROD
- GROUND ROD
- DISCONNECT SWITCH
- METER
- CIRCUIT BREAKER
- COMPRESSION TYPE CONNECTION
- CADWELD TYPE CONNECTION
- GROUNDING WIRE

CALLED NORTH



24"x36" SCALE: NTS
11"x17" SCALE: NTS

ANTENNA GROUNDING PLAN | 1



24"x36" SCALE: NTS
11"x17" SCALE: NTS

EQUIPMENT GROUNDING PLAN | 1

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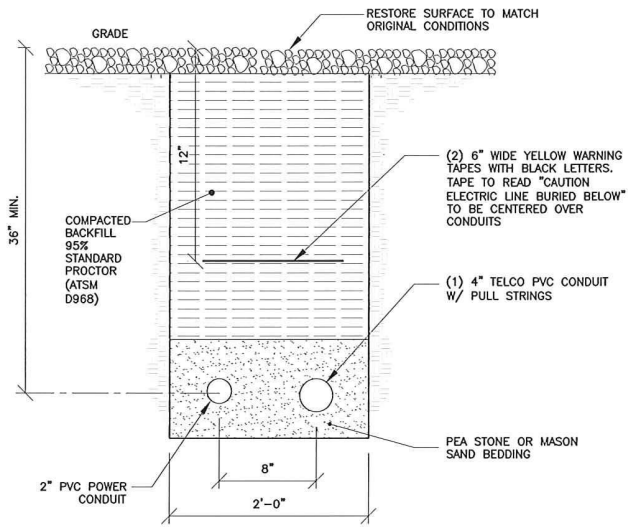
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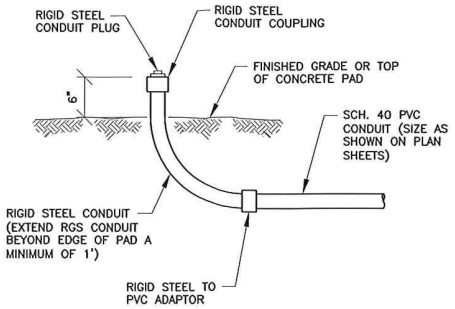
GROUNDING PLAN

FA #	DRAWING NUMBER	REV
14404082	E4	0



24"x36" SCALE: NTS
11"x17" SCALE: NTS

UTILITY TRENCH DETAIL | 3



24"x36" SCALE: NTS
11"x17" SCALE: NTS

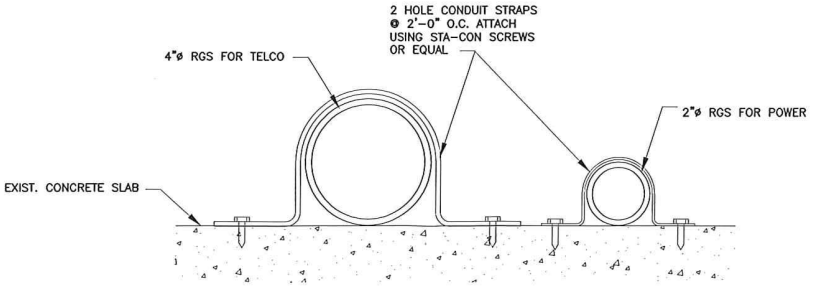
CONDUIT STUB-UP DETAIL | 4

NOTE:

1. CONDUITS ARE TO BE STUBBED UP TO NEAREST UTILITY POLE WITHIN 2" OF THE POLE
2. ALL DISTURBED AREAS NOT COVERED BY STONE ARE TO BE SEEDED AND MULCHED.
3. CONTRACTOR WILL BE RESPONSIBLE FOR UNSUITABLE MATERIAL WHICH WILL NOT COMPACT PROPERLY.
4. CONTRACTOR SHALL FURNISH AND INSTALL 200 TEST PULL LINE IN ALL SPARE CONDUITS.
5. TYPICAL SPACING FOR ALL UNDERGROUND CONDUITS *SEPERATION DIMENSION TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS.

24"x36" SCALE: NTS
11"x17" SCALE: NTS

CONDUIT NOTES | 2



24"x36" SCALE: NTS
11"x17" SCALE: NTS

CONDUIT STRAP DETAIL (IF REQUIRED) | 1

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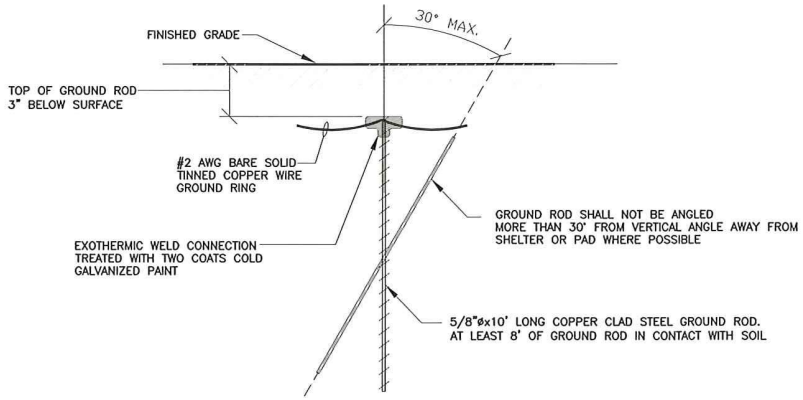
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37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

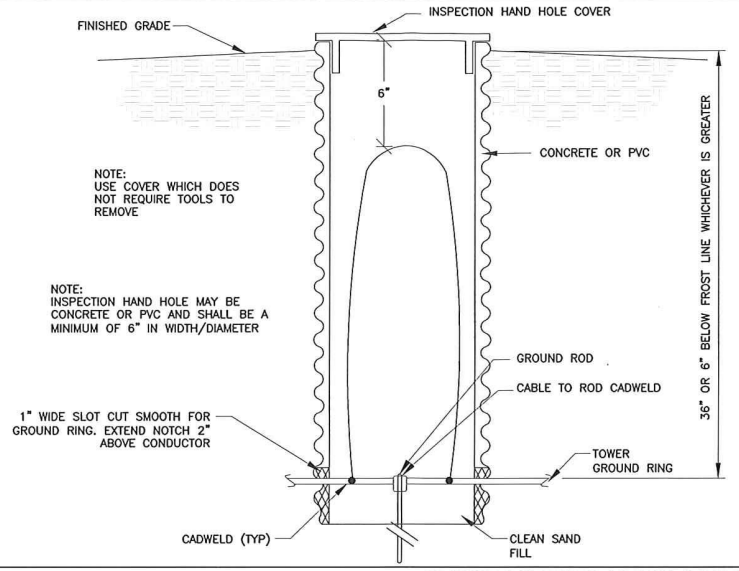
CONDUIT DETAILS

FA #	DRAWING NUMBER	REV
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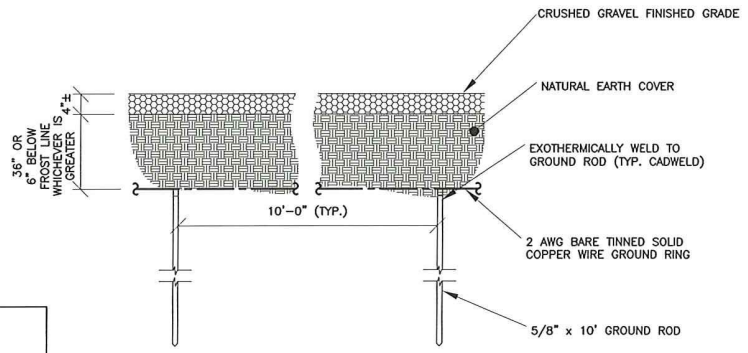
24"x36" SCALE: NTS
11"x17" SCALE: NTS

TYPICAL GROUND ROD DETAIL | 3



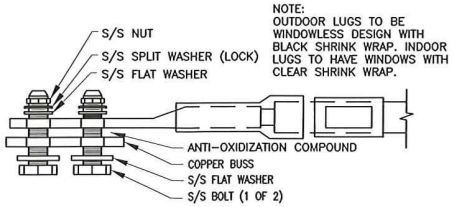
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11"x17" SCALE: NTS

GROUND ROD WITH ACCESS AREA DETAIL | 4



24"x36" SCALE: NTS
11"x17" SCALE: NTS

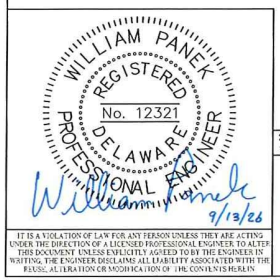
GROUND RING DETAIL | 2



NOTES:
1. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING BELLEVILLES. COAT ALL SURFACES WITH ANIT-OXIDIZATION COMPOUND BEFORE MATING. (ALL BOLTS ARE TO BE INSTALLED UP AND OUT)
2. YOU MAY UTILIZE THE SAME HARDWARE TO CONNECT TWO LUGS TO THE SAME POSITION BUT THEY MUST SANDWICH THE GROUND BAR BETWEEN THEM AND NOT STACK THEM ON TOP OF EACH OTHER ON THE SAME SIDE OF BUS BAR
3. FLAT WASHERS MUST BE THE CORRECT DIAMETER TO PREVENT OVERLAP (TYPICALLY SAME OD AS THE SPLIT WASHER)
4. CONNECTIONS MUST BE TIGHT. ENSURE THE SPLIT WASHER IS FULLY COMPRESSED.

24"x36" SCALE: NTS
11"x17" SCALE: NTS

GROUND LUG DETAIL | 1



IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT UNLESS EXPLICITLY AGREED TO BY THE ENGINEER IN WRITING, THE ENGINEER DISCLAIMS ALL LIABILITY ASSOCIATED WITH THE REUSE, ALTERATION OR MODIFICATION OF THE CONTENTS HEREIN

INFRASERVICES
1787 SENTRY PARKWAY W
VEVA 18, SUITE 100
BLUE BELL, PA 19422

at&t MOBILITY
60 WEST AVE
WAYNE, PA 19087

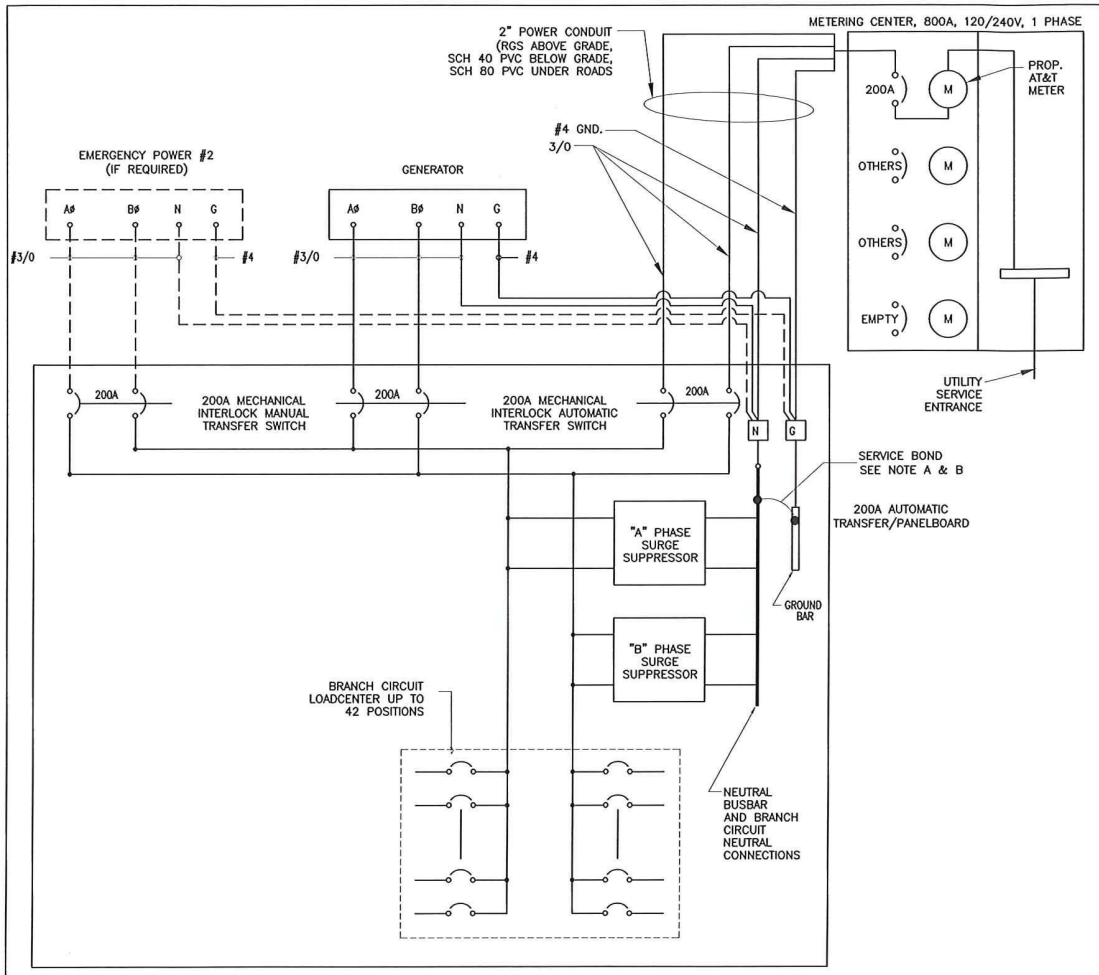
SITE NO. SIDE005944
CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

GROUNDING DETAILS

FA #	DRAWING NUMBER	REV
14404082	E6	0



ELECTRICAL ONE-LINE DIAGRAM

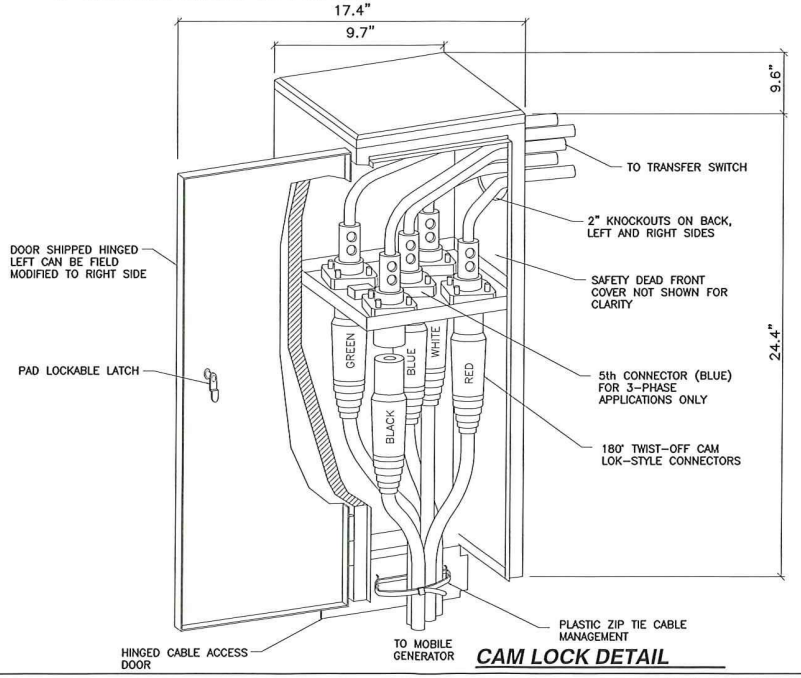
NOTES:

A. SERVICE BOND IS TO BE MADE BY DEVICES (STRAPS, SCREWS, ETC.) SUPPLIED BY EQUIPMENT MANUFACTURER. IF NO SUCH DEVICE IS SUPPLIED, BOND IS TO BE MADE IN ACCORDANCE WITH NEC ARTICLE 250.

B. WHEN SERVICE OVERCURRENT DISCONNECT IS FIELD INSTALLED AND HAS A NEUTRAL TO GROUND CONNECTION ESTABLISHED, REMOVE NEUTRAL TO GROUND CONNECTION IN MANUAL TRANSFER.

ONE LINE NOTES:

1. ELECTRIC UTILITY COMPANY WILL PROVIDE METER AND INCOMING SERVICE LATERAL CONDUCTORS.
2. ALL ELECTRICAL WORK SHALL COMPLY WITH NEC, STATE CODES, LOCAL CODES, AND AT&T ELECTRICAL STANDARD SPECIFICATIONS.
3. CONTRACTOR SHALL OBTAIN AND REVIEW EQUIPMENT SHELTER MANUFACTURER'S DRAWINGS AND COMPLY WITH ANY ADDITIONAL DETAILS AND REQUIREMENTS THAT MAY NOT BE SHOWN IN THESE DRAWINGS.
4. PRIOR TO PURCHASING EQUIPMENT, THE CONTRACTOR SHALL CONTACT THE ELECTRIC UTILITY COMPANY AND OBTAIN IN WRITING THE MAXIMUM AVAILABLE FAULT CURRENT AT THE UTILITY SERVICE POINT. THE CONTRACTOR SHALL ENSURE ALL ELECTRICAL EQUIPMENT, CIRCUIT BREAKERS, DISCONNECTS, FUSES, AND PANELBOARDS HAVE A FAULT CURRENT INTERRUPTING RATING GREATER THAN THE MAXIMUM AVAILABLE FAULT CURRENT AT THE UTILITY SERVICE POINT. IN NO CASE SHALL THE FAULT CURRENT INTERRUPTING RATING BE LESS THAN 10,000 AMPS.
5. BUILDING ELECTRICAL SYSTEM IS RATED AT 10,000 A.I.C. IF HIGHER RATINGS ARE REQUIRED, IT IS THE RESPONSIBILITY OF SITE CONTRACTOR/ENGINEER TO MEET SUCH REQUIREMENTS.
6. SERVICE BOND IS TO BE MADE BY DEVICES (STRAPS, SCREWS, ETC.) SUPPLIED BY EQUIPMENT MANUFACTURER. IF NO SUCH DEVICE IS SUPPLIED, BOND IS TO BE MADE IN ACCORDANCE WITH NEC ARTICLE 250.
7. WHEN SERVICE OVERCURRENT DISCONNECT IS FIELD INSTALLED AND HAS A NEUTRAL TO GROUND CONNECTION ESTABLISHED, REMOVE NEUTRAL TO GROUND CONNECTION IN MANUAL TRANSFER.
8. CONDUCTOR OVERCURRENT PROTECTION DEVICES ARE SELECTED IN ACCORDANCE WITH 1999 NEC (ARTICLE 240-3).
9. CONDUCTOR SIZING IS SELECTED FROM 1999 NEC (ARTICLE 215-2).
10. ALL LUGS THAT HOLD MORE THAN ONE WIRE SHALL BE LISTED FOR MULTI-BARRELL CONNECTIONS.
11. ALL CONDUCTORS SHALL BE COPPER.
12. LABEL SERVICE DISCONNECT WITH A RED TAG.



CAM LOCK DETAIL

WILLIAM PANEK REGISTERED No. 12321 PROFESSIONAL ENGINEER DELAWARE
9/13/26

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24"x36" SCALE: NTS
11"x17" SCALE: NTS

ELECTRICAL DETAILS | 1

INFRASERVICES
1787 SENTRY PARKWAY W
VEVA 18, SUITE 100
BLUE BELL, PA 19422

at&t MOBILITY
60 WEST AVE
WAYNE, PA 19087

SITE NO. SIDE005944
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0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
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SCALE: | DESIGNED: | CHECKED: –

ELECTRICAL DETAILS

FA #	DRAWING NUMBER	REV
14404082	E7	0

Sussex County Government
Treasury
2 The Circle, PO Box 601
Georgetown, DE 19947

10/02/2026 01:37PM Luz S.
Receipt Number: 001346101
33032005-0098

PERMITS / INSPECTIONS
2026 202613513|2020 $600.00

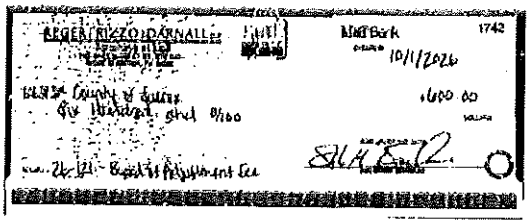
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Subtotal $600.00
Total $600.00

Tenders
CHECK $600.00
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Paid by: REGER RIZZO DARNALL

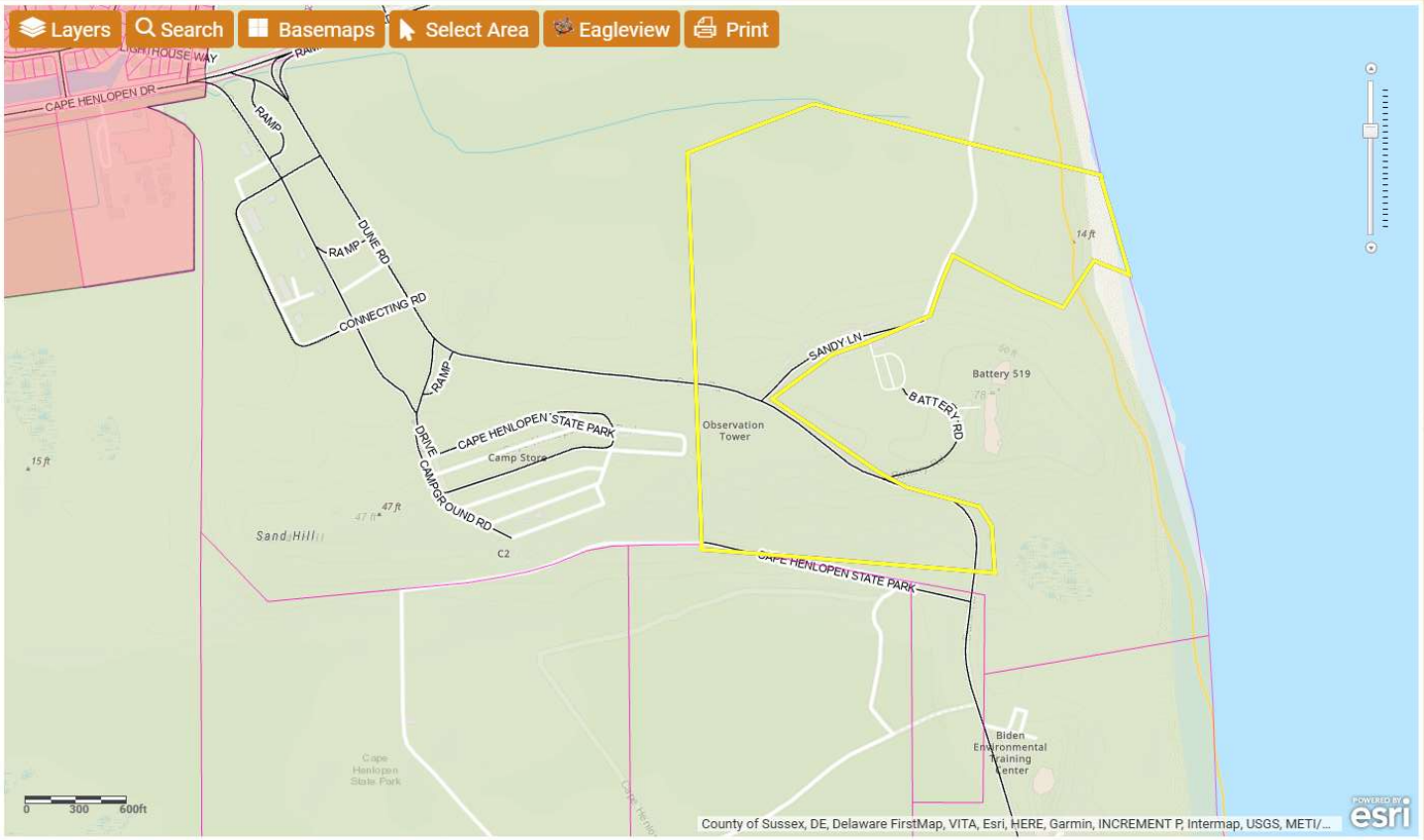


Thank you for your payment.

CUSTOMER COPY

SUSSEX COUNTY
DELAWARE

Help



Eagleview | Search Results

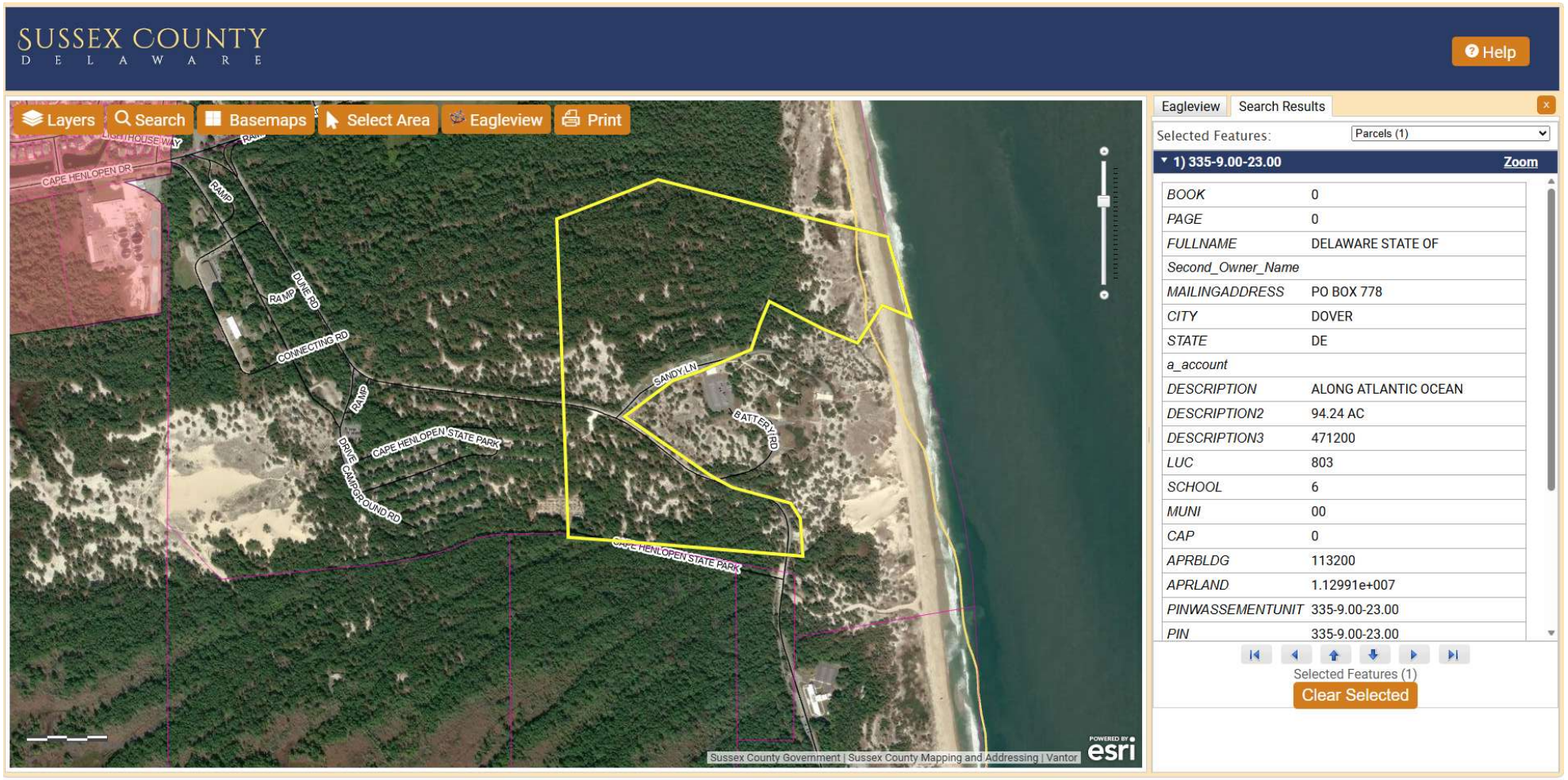
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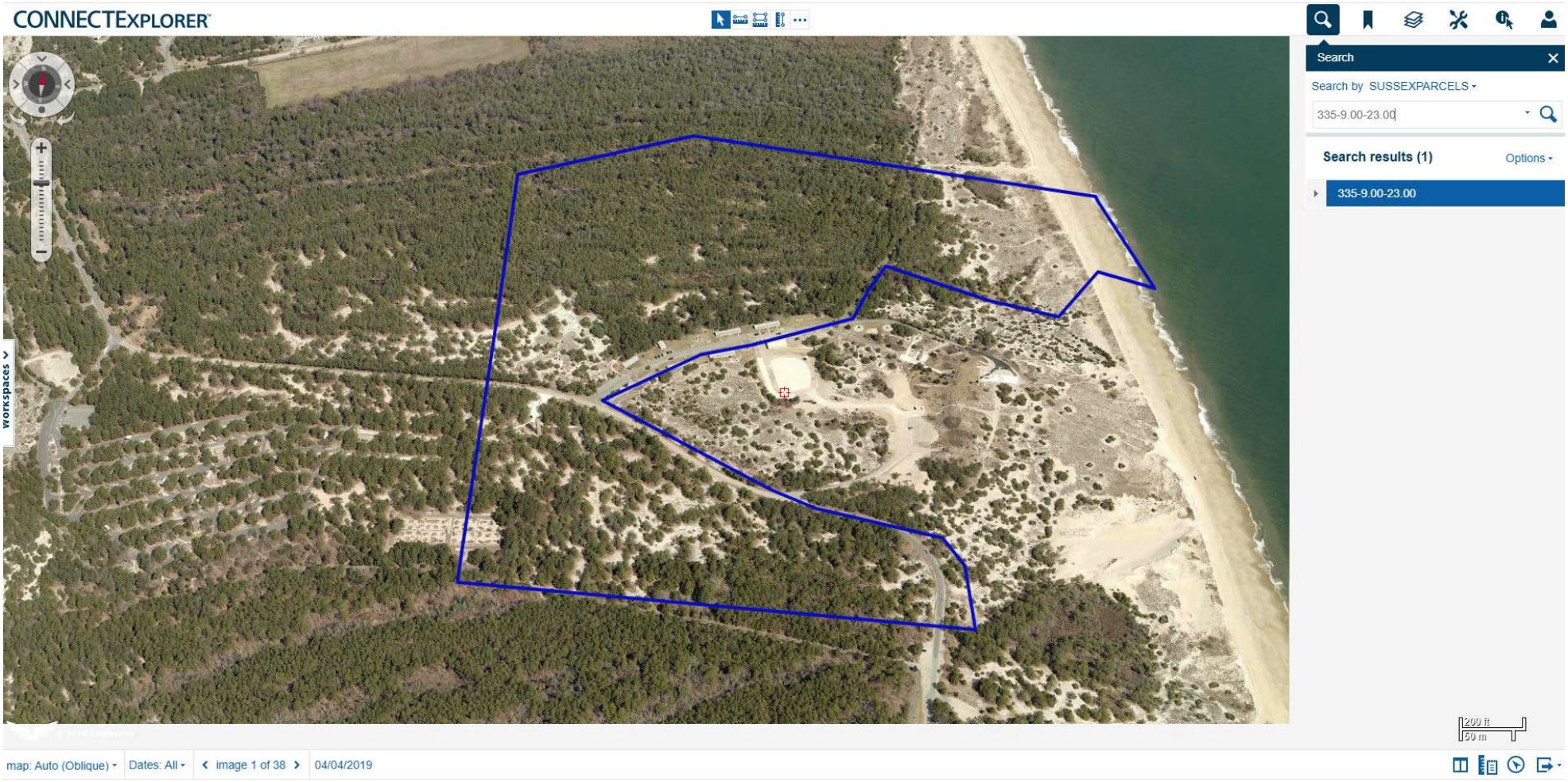
1) 335-9.00-23.00 Zoom

BOOK	0
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MAILINGADDRESS	PO BOX 778
CITY	DOVER
STATE	DE
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DESCRIPTION3	471200
LUC	803
SCHOOL	6
MUNI	00
CAP	0
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APRLAND	1.12991e+007
PINWASSEMENTUNIT	335-9.00-23.00
PIN	335-9.00-23.00

Selected Features (1)

Clear Selected


SUSSEX COUNTY
DELAWARE
Help
Layers
Search
Basemaps
Select Area
Eagleview
Print
CAPE HENLOPEN DR
RAMP
DUNE RD
CONNECTING RD
SANDY LN
BATTERY RD
CAPE HENLOPEN STATE PARK
DRIVE
CAMPGROUND RD
Sussex County Government | Sussex County Mapping and Addressing | Vantor
esri
Eagleview
Search Results
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1) 335-9.00-23.00
Zoom
BOOK 0
PAGE 0
FULLNAME DELAWARE STATE OF
Second_Owner_Name
MAILINGADDRESS PO BOX 778
CITY DOVER
STATE DE
a_account
DESCRIPTION ALONG ATLANTIC OCEAN
DESCRIPTION2 94.24 AC
DESCRIPTION3 471200
LUC 803
SCHOOL 6
MUNI 00
CAP 0
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CONNECTEXPLORER
Search
Search by SUSSEXPARCELS
335-9.00-23.00
Search results (1)
Options
335-9.00-23.00
workspaces
200 ft
50 m
map: Auto (Oblique)
Dates: All
image 1 of 38
04/04/2019

Criteria for a Variance: (Please provide a written statement regarding each criteria).

*You shall demonstrate to the Board of Adjustment that the property meets **all** of the following criteria for a Variance to be granted.*

In granting any variance the Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of the Zoning Ordinance or Code. The Board is empowered in no case, however, to grant a variance in the use of land or structures thereon.

1. Uniqueness of property:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

See Addendum "A", attached hereto and incorporated herein.

2. Cannot otherwise be developed:

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

See Addendum "A", attached hereto and incorporated herein.

3. Not created by the applicant:

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

See Addendum "A", attached hereto and incorporated herein.

4. Will not alter the essential character of the neighborhood:

That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use of development of adjacent property, nor be detrimental to the public welfare.

See Addendum "A", attached hereto and incorporated herein.

5. Minimum variance:

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

See Addendum "A", attached hereto and incorporated herein.

Criteria for a Special Use Exception: (Please provide a written statement regarding each criteria)

*You shall demonstrate to the Board of Adjustment that the property meets **all** of the following criteria for a Special Use Exception to be granted.*

1. Such exception will not substantially affect adversely the uses of adjacent and neighboring property.

See Addendum "A", attached hereto and incorporated herein.

2. Any other requirements which apply to a specific type of special use exception as required by the Sussex County Code. (Ex. Time limitations – 5 year maximum)

See Addendum "A", attached hereto and incorporated herein.

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

Check List for Applications

The following shall be submitted with the application

- ☑ **Completed Application**
- ☑ **Provide a survey of the property** (Variance)
  - Survey shall show the location of building(s), building setbacks, stairs, deck, etc.
  - Survey shall show distances from property lines to buildings, stairs, deck, etc.
  - Survey shall be signed and sealed by a Licensed Surveyor.
- ☑ **Provide a Site Plan or survey of the property** (Special Use Exception)
- ☑ **Provide relevant Application Fee (please refer to fees effective July 1, 2022)**
- ☑ **Provide written response to criteria for Variance or Special Use Exception** (may be on a separate document if not enough room on the form)
- ☐ **Copy of Receipt (staff)**
- ☑ **Optional - Additional information for the Board to consider** (ex. photos, letters from neighbors, etc.)
- ☑ **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 Hearing for the application.**

Please be advised that the decision of the Board of Adjustment is only final when the written decision is filed with the Board's secretary. To determine whether the written decision has been filed, you may call the Planning & Zoning Department at 302-855-7878. The written decision is generally completed within thirty (30) to sixty (60) days following the Board's vote on the application or appeal. Please include the case number when calling about the decision.

Please be advised that any action taken in reliance of the Board's decision prior to the filing of the written decision and the expiration of any applicable appeal period is taken at the Property Owner's Risk.

The undersigned acknowledges that that he or she has read the application completely and that if the appellant / applicant is unable to convince the Board that the standards for granting relief have been met, the appeal / application will be denied.

Signature of Owner/Agent/Attorney

_____ Date: 10/1/2026

For office use only:

Date Submitted: _____ Fee: Check #: _____

Staff accepting application: _____ Application & Case #: _____

Location of property: _____

_____

Subdivision: _____ Lot#: _____ Block#: _____

Date of Hearing: _____ Decision of Board: _____

APPLICATION TO THE BOARD OF ADJUSTMENT
SUSSEX COUNTY, DELAWARE

IN RE: BOARD OF ADJUSTMENT APPLICATION
VERTICAL BRIDGE DEVELOPMENT, LLC
For the Use and Benefit of New Cingular Wireless PCS, LLC
d/b/a AT&T Mobility, and Other Wireless Providers
US-DE-5062 Cape Henlopen State Park
Lewes, Delaware

ADDENDUM "A" TO BOARD OF ADJUSTMENT APPLICATION

I. *BACKGROUND*

The subject property ("Property") is owned by the State of Delaware Department of Natural Resources and Environmental Control ("Owner") and is commonly known as the Cape Henlopen State Park, having an address of 37468 Dune Road, Lewes, Delaware. The Property comprises an area of 94.2 +/- acres, is further identified as Tax Parcel Number 335-9.00-23.00 on the Sussex County Tax Map and is presently zoned AR-1 Agricultural Residential.

Vertical Bridge Development, LLC ("Applicant") proposes to construct and operate a 120-foot monopole wireless communications tower on the Property to replace a temporary telecommunications facility which currently is in operation. The temporary facility was established in 2023 and is a 120-foot ballast-mounted pole which supports the antennas for AT&T Mobility. The temporary pole is not designed for long-term use or to support loading of additional wireless providers. Therefore, to establish a permanent site that will be adequate for other wireless providers such as Verizon Wireless and T-Mobile, Applicant is proposing the construction of the permanent facility.

As the site plans which accompany this Application show, the facility (the "Facility") shall consist of a 120-foot monopole with lightening rod extending to a height of 124 feet. Nine (9) panel-style antennas will be placed on the pole at a centerline height of 115 feet. The antennas will be connected to radio-equipment placed within a cabinet located at ground level. A 30 kW diesel generator will provide emergency back-up power to operate the Facility in the event of power outages. Back-up power is required by the Federal Communications Commission for mission-critical sites such as this Facility. To meet code requirements, the Facility will be surrounded by a six (6)-foot tall chain link fence. Consistent with the County Code requirements, the monopole and leased area will be designed to accommodate up to three (3) wireless providers.

The Facility is needed to ensure continuous coverage for AT&T's wireless network at the Property. Coverage problems are especially significant during the summer months, when Cape Henlopen State Park receives over 1.8 million visitors. This site will be able to handle that network demand which is especially important for public safety within the Park. The Facility will also be available to provide network coverage and capacity for the Verizon Wireless and T-Mobile

networks. The proposed Facility represents the least intrusive means of solving this significant coverage and capacity gap in network coverage.

II. REQUEST FOR RELIEF

Applicant requests the following:

1. A special use exception pursuant to and consistent with Section 115-194.2.A of the Sussex County Code ("County Code") to allow for the installation and use of the Facility in accordance with the plans submitted with the Application. The special use exception is triggered because the proposed monopole is located within a residentially zoned district, even though the closest residential homes are located over 4,000 feet away.

2. A variance from the provisions of Section 115-194.2.H of the County Code which requires the installation of air traffic warning lights to be located at 50-foot intervals on the tower. While lighting on the tower may be required, the agency having jurisdiction over the need for air traffic control lighting and marking is the Federal Aviation Administration (FAA). Typically, warning lighting is mandated by the FAA and typically, if required, is only placed on the top of the tower. As such, Applicant requests that a variance be granted by the Board of Adjustment to require any warning lighting/markings as may ultimately be mandated by the FAA. Furthermore, the natural aspect of the Park will be disturbed with the installation of such lighting, unless otherwise required by the FAA.

3. To the extent necessary, site plan approval.

III. NARRATIVE IN SUPPORT OF REQUESTED ZONING RELIEF

The following narrative discusses the criteria applicable to the Application for special use exception, and why the proposed use is suitable for the Property and is in the best interests of the community.

County Code, Section 115-194.2 *Commercial communications towers and antennas.*

A. In nonresidential districts, no minimum lot size shall be required nor shall a special use exception be required, except that if any new freestanding commercial communications tower or antenna or monopole is to be erected within 500 feet of any residentially zoned lot, improved or which can be improved with a residential dwelling unit, a special use exception shall be required.

Since the Facility will be located with the AR-1 district, a special use exception is required by the County Code. The present Application is submitted as required.

B. Collocation of telecommunications equipment on existing freestanding towers, antennas, monopoles, buildings, water towers/tanks and other similar structures shall be permitted

without special use exception, subject to site plan review by the Planning and Zoning Commission.

Proofs shall be offered with testimony at the time of the hearing before the Board of Adjustment to establish that no available tall structures exist which are located within the required service area of the proposed Facility to satisfy the network requirements of AT&T.

C. *All applicants for special use exceptions shall submit a site plan and appropriate documentation demonstrating compliance with the applicable conditions listed in this section.*

The required site plans and other supporting documentation have been submitted with the Application to demonstrate compliance with the applicable conditions listed in Section 115-194.2 of the County Code.

D. *The applicant shall submit to the Board of Adjustment documentation showing that existing structures within a two-mile radius of the proposed location are not available for collocation. Any application for a new commercial communications tower or antenna or monopole shall include documentation substantiating the need for such tower at the proposed location.*

Applicant has submitted with the Application an alternatives analysis which shows the alternative sites considered within a two-mile radius, and rationale for rejection of those candidates as viable solutions to addressing the gap in wireless coverage. Additional proofs shall be offered with testimony at the time of the hearing before the Board of Adjustment to establish that no available tall structures exist which are located within the required service area of the proposed Facility to satisfy the network requirements of AT&T.

E. *All new towers or antennas or monopoles shall be designed to accommodate at least two additional PCS/cellular platforms.*

The proposed monopole shall be designed to support the antenna arrays and equipment of at least three (3) wireless providers. Applicant is willing to agree in writing to the imposition a condition to that effect as a requirement of any approval of its Application.

F. *All new freestanding towers or antennas or monopoles shall be set back from adjoining property lines by a minimum of 1/3 the height of the tower, antenna or monopole.*

The required setback for a 120-foot monopole is 40 feet. The proposed monopole shall be setback over 4,000 feet to the nearest property line to the northwest, which complies with the County Code.

G. *Pad sites, ground equipment structures and guy wires shall be surrounded by a minimum six-foot tall fence.*

The Facility shall be surrounded by a chain-link fence, six (6) feet in height. As a further security measure, 1-foot of barbed wire is typically placed above the fence, so that the overall height of the fence will be seven (7) feet, which complies with the County Code.

H. *All towers, antennas, or monopoles shall have warning lights. Such lights shall be placed every 50 feet of elevation. The tower, antenna or monopole shall meet all applicable requirements of the Federal Communications Commission and the Federal Aviation Administration.*

Applicant has completed an analysis of the impact of the Facility on air traffic navigation. The analysis indicates that the Facility will not require warning lighting. As such, Applicant requests that a variance be granted by the Board of Adjustment to require any warning lighting/markings as may ultimately be mandated by the FAA, in lieu of mandating placement of warning lights at 50-foot intervals. Applicant is willing to agree as a conditional of any approval that the tower, antenna or monopole shall meet all applicable requirements of the Federal Communications Commission and the Federal Aviation Administration.

I. *Any tower, antenna or monopole that is not operated for a continuous period of six months shall be considered abandoned, and the owner of such tower or antenna or monopole shall remove the same within 90 days of a receipt of notice from the county notifying the owner of such abandonment. If such tower is not removed within 90 days, the county may remove the tower or antenna or monopole at the owner's expense.*

Applicant is willing to agree to the above requirement as a condition of any approval which the Board of Adjustment may grant.

J. *No signs shall be permitted on any commercial antenna or towers or monopole. Any blinking or rotating lights thereon shall be screened so as not to throw their light below the horizontal plane upon which they are located, except as required by the Federal Aviation Administration.*

Applicant is willing to agree to the above requirement as a condition of any approval which the Board of Adjustment may grant.

IV. NARRATIVE IN SUPPORT OF REQUESTED VARIANCE RELIEF

The following narrative discusses the criteria applicable to the Application for variance relief, and why the proposed variance is suitable for the Property and is in the best interests of the community.

1. Uniqueness of property: *That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional*

topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

The requested variance is from the requirement for warning lights every 50' of elevation. The subject property is part of Cape Henlopen State Park and is visited by over a million people each year. The monopole location is near to the campground site, and warning lights would have an adverse impact on the camping experience for visitors to the park. The natural habitat of the fauna in the park will also be adversely affected. Additionally, the existing temporary monopole structure does not have warning lights and the replacement tower should maintain the current state of the skyline in the environment at the park.

2. Cannot otherwise be developed: *That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*

Due to the location of the state park, there is no other location within the area to be served where the tower could be located with warning lights and not adversely affect the permanent fauna residents and temporary human visitors to the park.

3. Not created by the applicant: *That such exceptional practical difficulty has not been created by the appellant.*

The exceptional practical difficulty has not been created by the applicant. The Park lacks sufficient coverage without a tower in this location, and the Cape lacks existing infrastructure for collocation options. A letter in support of the Application by D. Matthew Ritter, Director of the Delaware Division of Parks and Recreation, is submitted with the Application and variance request.

4. Will not alter the essential character of the neighborhood: *That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use of development of adjacent property, nor be detrimental to the public welfare.*

The variance, if authorized, will protect, not alter, the essential character of the neighborhood or district in which the property is located. In fact, the variance will enhance the nature of the Park as a wooded and wild coastal area. The nearest residential properties are over 4,000 feet away.

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

The requested variance to waive the warning light requirement is the minimum variance that will afford relief to protect the natural aspects of Cape Henlopen State Park.

V. FURTHER REASONS IN SUPPORT OF REQUESTED ZONING RELIEF

1. The addition of a telecommunication facility, a passive communications use, is a suitable and appropriate use of the Property. The use will not adversely affect the uses of adjacent and neighboring properties.

2. The proposed use will serve the best interest of the County, the convenience of the community, and the public welfare by making wireless telecommunications service available and by designing the Facility to accommodate additional providers.

3. The proposed use will be entirely consistent with the logical, efficient and economical extension of public services and facilities within the County including police and fire protection.

4. The proposed use will be designed in accordance with all applicable safety and industry standards and will not endanger the safety of persons or property.

5. The proposed use will not impair an adequate supply of light and air to adjacent property.

6. The proposed use will not adversely affect transportation or unduly burden public facilities.

7. The Facility will with all applicable standards established by the Federal Communications Commission.

8. The Facility shall not cause radio frequency interference with other communications facilities located in the County.

9. AT&T is licensed by the Federal Communications Commission to operate the Facility.

10. The Facility shall comply with all applicable Federal Aviation Administration Regulations.

11. The surrounding neighborhood will not be subjected to objectionable noise, lighting, glare, heat, ventilation, smoke, fumes, vapors, dust, dirt, gases or radioactive or electrical disturbances by the proposed use.

12. The Facility will be maintained in a safe manner in accordance with the requirements of the applicable building codes.

13. The placement of the proposed service cannot be provided through co-location with an existing facility or attachment to an existing structure.

14. The Facility is required for public safety given the significant number of visitors each summer to the Cape Henlopen State Park.

For all of the reasons stated above, Applicant requests the above referenced relief and any other relief the Board of Adjustment deems necessary. Detailed Plans of the proposed use have been submitted to the County, to be incorporated by reference herein, for consideration before the Board of Adjustment.

Respectfully submitted,

REGER RIZZO & DARNALL, LLP

Date: October 1, 2026

By: _____

Christopher H. Schubert, Esquire
Attorneys for Applicant
Vertical Bridge Development, LLC

ADDENDUM "A"

REGER RIZZO DARNALL LLP
ATTORNEYS AT LAW

Christopher H. Schubert
Partner
cschubert@regerlaw.com

10 Valley Stream Parkway
Suite 201A
Malvern, PA 19355

Main: 610.429.1369
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RECEIVED
OCT 02 2026
SUSSEX COUNTY
PLANNING & ZONING

October 1, 2026

VIA OVERNIGHT MAIL

Jamie Whitehouse, Director
Department of Planning & Zoning / Sussex County
2 The Circle
PO Box 417
Georgetown, DE 19947

RE: Sussex County Board of Adjustment
Application of Vertical Bridge Development, LLC
Site Name: US-DE-5062 Cape Henlopen State Park
Address: 37468 Dune Road, Lewes, Delaware

Dear Mr. Whitehouse:

This office represents Vertical Bridge Development, LLC ("Vertical Bridge") with respect to the enclosed Application to the Sussex County Board of Adjustment relating to its telecommunications facility proposed on the Cape Henlopen State Park property located at 37468 Dune Road, Lewes, Delaware (the "Property"). The Property is further identified as Parcel 335-9.00-23.00 and is located within the AR-1 Agricultural-Residential district.

There is a need for enhanced wireless service coverage within the Park, including New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility ("AT&T"). Vertical Bridge is a telecommunications company which provides infrastructure facilities needed by the providers of personal wireless services licensed by the Federal Communications Commission. To achieve needed coverage for public safety, Vertical Bridge proposes the installation of a permanent monopole antenna support structure to replace the existing temporary pole. Like the existing pole, the new pole will extend to a height of 120 feet. AT&T will attach its panel-style antennas to the top of the tower, together with supporting electronic equipment. Fiber cables will connect to the antennas, run inside the tower, and will be attached to radio equipment located at the base of the tower. The radio equipment will be housed within a walk-in equipment cabinet at the base of the tower. The facility (as described, the "Facility") will be contained within a 20' x 23' compound. The compound shall be surrounded by a chain-link security fence, six (6) feet in height.

The Sussex County Code provides for use of a new Commercial Communications Tower by special use exception within a residential district. Code, §115-194.2.A. A variance is request as well from the Code lighting requirements.

In support of this Application, enclosed for filing please find the following:

1. One (1) original and copy of the Board of Adjustment, which includes Addendum "A" which further describes the project and provides the required written narrative in response to the applicable criteria for the special use exception.

2. Two (2) copies of the site plans prepared by the project engineers which plans depict the proposed Facility. Please note that I am submitting 11" x 17" copies. If the Board requires full plan copies (24" x 36"), please advise and I will get them to you promptly.

3. Two (2) copies of the of the radio frequency design report prepared by dBM Engineering, which explains why the Facility is required.

4. Two (2) copies of the report prepared by dBM Engineering which explains why there are no existing facilities within two miles of the proposed location that would work to resolve the coverage and capacity gaps in wireless network coverage.

5. Two (2) copies of the electromagnetic emissions report prepared by dBM Engineering, which demonstrates that the Facility will operate in compliance with all application regulations of the FCC.

6. Two (2) copies of the non-interference report prepared by dBM Engineering, which demonstrates that the Facility will not cause harmful interference while in operation.

7. Two (2) copies of the FAA TowAIR report in accordance with requirements of the Federal Aviation Administration.

8. Two (2) copies of the photo-simulations prepared by the project engineers which provide a representative depiction of the completed facility.

9. Two (2) copies of the lease agreement with the underlying property owner to establish standing. The lease is redacted as to financial terms.

10. Two (2) copies of the letter issued by the Delaware Department of Natural Resources and Environmental Control which explains the need for the Facility and support for the variance from the lighting requirements of the Code.

11. My firm's check made payable to Sussex County in the amount of $600, which I understand is the new required filing fee for the Application based on the County Fee Schedule.

Kindly advise if further information or documentation is required at this time. Also, please advise if this matter will be placed before any other Commission or Board prior to proceeding to the Board of Adjustment, as we would appreciate an opportunity to present this Application to anybody that may be rendering an opinion or recommendation on the Application. In addition, please advise whether Applicant is responsible for providing any public notice of the hearing or whether that obligation falls on the County. Unless I hear from you to the contrary, I shall assume that the County will handle all forms of required public notice.

Please note that additional documentation and testimony will be submitted in support of the Application at the time of hearing. Thank you in advance for your assistance in this matter. I look forward to presenting this Application before the Board of Adjustment. Should you have any concerns or questions, please feel free to contact my office at your convenience.

Very truly yours,

CHRISTOPHER H. SCHUBERT

CHS/dz
Enclosures

cc: Jennfier Norwood (via email jnorwood@sussexcountyde.gov) with Encl.
Collin Harvell (via email) (w/ enclosures)
Julie Elias (via email) (w/ enclosures)
William Leonard (via email) (w/ enclosures)

DELAWARE DEPARTMENT OF
NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL

Division of Parks and
Recreation
89 Kings Highway
Dover, DE 19901
302-739-9220
dnrec.delaware.gov

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OCT 02 2026

SUSSEX COUNTY
PLANNING & ZONING

August 12, 2026

Sussex County Board of Adjustment
Sussex County Government Center
2 The Circle
Georgetown, DE 19947

RE: Support for Variance Request from Tower Lighting Requirement for Proposed Wireless Communications Facility at Cape Henlopen State Park

Dear Members of the Board:

Delaware Division of Parks and Recreation (Parks) respectfully submits this letter in support of Vertical Bridge's request for a variance from Sussex County's tower lighting requirement for the proposed wireless communications tower to be located within Cape Henlopen State Park.

As one of Delaware's most visited state parks, Cape Henlopen welcomes millions of visitors each year and operates a highly utilized campground serving guests throughout much of the year. The park is an economic driver for the state and especially Sussex County. The park's natural setting, scenic character and dark nighttime environment are among the primary attributes valued by our visitors and campers.

One of the drawbacks to maintaining such a secluded feel and protecting large areas of land is the cellular coverage within those areas. This is problematic for our enforcement officers and beach patrol when emergencies need to be reported and relayed. The proposed communications tower will enhance wireless service and communications capabilities within and around the park while minimizing impacts to park operations and visitor use. Importantly, the Federal Aviation Administration (FAA) has reviewed the proposed structure and determined that obstruction lighting is not required for aviation safety purposes. As a result, any lighting installed on the tower would be solely to satisfy local requirements and would not serve a federally identified aviation safety need. The cellular tower is also of similar height to our existing WWII Fire Control Towers.

The tower is located immediately adjacent to the campground, and the required lighting at the top of the structure and at 50-foot intervals are expected to negatively affect the visitor experience, particularly for overnight campers. Visitors choose the campground to enjoy a natural setting, nighttime tranquility and the opportunity to experience the park after dark. The addition of multiple lights on the tower would introduce a constant visual intrusion into

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NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL

Division of Parks and
Recreation
89 Kings Highway
Dover, DE 19901
302-739-9220
dnrec.delaware.gov

campsites, diminishing the sense of immersion in nature and potentially affecting campers' ability to rest and enjoy the park's nighttime environment.

In addition, given the tower's location within an existing pine forest, the lighting is not anticipated to provide a meaningful safety benefit. Rather, it would introduce additional artificial light into an otherwise naturally dark setting. While the addition of tower lighting may not substantially detract from the park's broader dark sky initiatives, Parks strives to minimize unnecessary lighting wherever practicable and to preserve the natural nighttime character of the park for the wildlife.

Minimizing unnecessary nighttime lighting is also important from an environmental perspective. Cape Henlopen provides important habitat for a variety of wildlife, including migratory birds. The division does not want to introduce unnecessary artificial lighting that could interfere with wildlife behavior or contribute to impacts on migrating birds, particularly given the tower's location within a coastal environment.

Because the FAA has determined that lighting is not necessary for aviation safety, and because the proposed lighting would create unnecessary impacts to visitors, wildlife and the park's natural nighttime environment, we believe the public interest is best served by allowing the tower to remain unlit. Granting the requested variance would enable the deployment of important wireless infrastructure while minimizing adverse impacts to the recreational, scenic and environmental resources that Cape Henlopen State Park is charged with protecting.

For these reasons, Parks strongly supports Vertical Bridge's request for relief from Sussex County's tower lighting requirement and respectfully requests that the Board grant the variance.

Thank you for your consideration of this matter.

Sincerely,

D. Matthew Ritter
Director
Delaware Division of Parks and Recreation

cc: Vertical Bridge



DELAWARE DEPARTMENT OF
NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

Division of Parks and Recreation
89 Kings Highway
Dover, DE 19901
302-739-9220
dnrec.delaware.gov

PO Box 165
Fairview Village, PA 19409
Phone: 610.304.2024
www.dBmEng.com

DBM ENGINEERING, P.C.

September 22, 2026
Collin Harvell
Vertical Bridge
22 W Atlantic Ave Suite 310
Delray Beach, FL 33444

RECEIVED
OCT 02 2026
SUSSEX COUNTY
PLANNING & ZONING

Subject: **Radio Frequency Design Analysis**
"Cape Henlopen" - US-DE-5062
37468 DUNE ROAD
LEWES, DELAWARE 19958
Latitude: N 38° 46' 29.3" (NAD 83)
Longitude: W 75° 05' 35.0" (NAD 83)

Mr. Harvell:

I have received and executed the request that I perform an independent evaluation and design review for the AT&T telecommunications facility proposed for conversion from temporary to permanent at the above referenced address. The intention of this study is to provide an objective, professional opinion regarding the proposed facility from a Radio Frequency design perspective. Specifically, how the site complements the existing network and what service objectives it fulfills. As a registered Professional Engineer, I am bound by a code of ethics to hold paramount the safety, health, and welfare of the public. All statements and calculations offered herein are made in an objective and truthful manner pursuant to that code.

Summary of Findings

In my professional opinion, the proposed permanence and capacity upgrade of the telecommunication facility is necessary to continue to provide wireless service in the eastern portions of Sussex County for AT&T customers. Without the temporary or permanent site, the nearby AT&T facilities would not provide adequate coverage or capacity for the targeted geography resulting in service issues. The proposed permanent facility is the only feasible alternative that will satisfy the design objective for affected areas. The design, location, and proposed antenna height is the least intrusive means of providing adequate service for AT&T subscribers in the targeted geography. The proposed antenna height is the absolute minimum acceptable to achieve a high percentage of the site's design goals.

Sincerely,

Andrew M. Petersohn, P.E.
Registered Professional Engineer
Delaware license number 14438

ANDREW M. PETERSOHN LICENSE No. 14438 DELAWARE PROFESSIONAL ENGINEER

Existing AT&T Service

Currently, AT&T has five (5) existing sites in the area immediately surrounding the proposed facility (including the temporary facility at the location of the subject permanent site) as well as a proposed facility* roughly 1.5 miles northwest. These sites would be the first-tier neighbors for the proposed facility. The specifics and locations of these sites are detailed below:

Site Name	Street Address	City	Antenna Ht (ft)	Structure Type
LEWES NORTH	129 SCHLEY AVENUE	Lewes	95	Water Tower
CAPE HENLOPEN COW	1 DUNE ROAD	Lewes	119	Temp Monopole
DEL07066F_R01	9 RHODE ISLAND AVENUE	Lewes	41	Wood Pole
DEL07066F_R02	2500 BAY AVENUE	Lewes	40	Wood Pole
DEL07066F_R03	11 ILLINOIS AVENUE	Lewes	41	Wood Pole
Lewes Ferry Terminal*	41 CAPE HENLOPEN DRIVE	Lewes	80	Proposed Monopole

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AT&T Coverage without the Cape Henlopen Location

The in-building (yellow), in-vehicle (light green), and on-street (dark green) coverage footprints from the above existing facilities and without a facility at the Cape Henlopen location are illustrated below in figure 1. Without a facility at the subject location, there exists a significant gap in reliable coverage for AT&T subscribers in eastern Sussex County in and around the Cape Henlopen State Park and beach areas.



Figure 1 – Existing Coverage

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Proposed AT&T Coverage Improvement

Figure 2 below illustrates the AT&T anticipated in-building (yellow), in-vehicle (light green), and on-street (dark green) coverage with the temporary site location converted to a permanent AT&T facility. The proposed permanent facility will clearly remedy the existing coverage issues in the aforementioned areas of need enabling reliable in-building and in-vehicle service for the AT&T subscribers working, recreating or traveling in the area. Any decrease in the height of the proposed facility will significantly diminish the effectiveness of the proposed site.

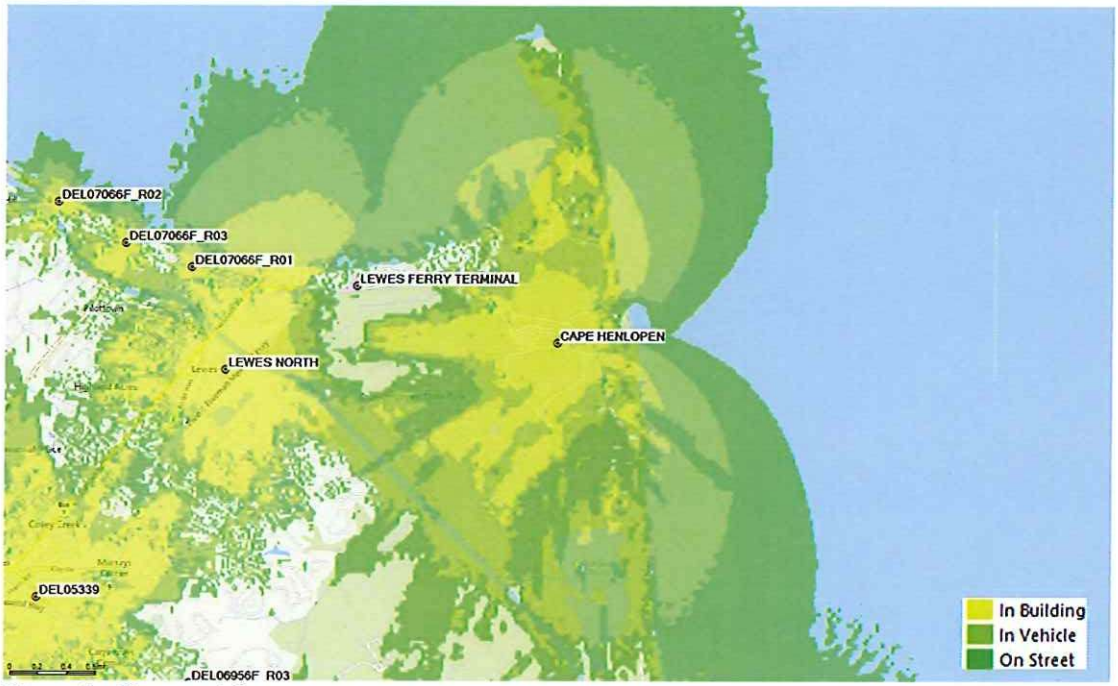


Figure 2 – Proposed Coverage

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Reliable Service

The term "reliable" is used to describe areas where a AT&T subscriber has the ability to place, receive, and maintain a phone call. Additionally, the concept of reliable service extends beyond just voice communication; access to the data network with a high probability of success and adequate throughput is now a pre-requisite to reliable service. Reliable service provided from a facility is affected by many factors including surrounding topography, clutter types, foliage, and subscriber loading during the site's hour of heaviest use, its "busy hour". Because the network must maintain reliability under all conditions, these factors are taken into consideration when designing a new facility.

Wireless Substitution

According to the CDC[1] 78.0% of adults and 86.9% of children lived in wireless-only households during the second half of 2024. The increase in the prevalence of adults living in wireless-only households is a continuation of the increasing trend that has been seen over time. Demographic subgroups with the highest percentages of wireless-only adults include adults aged 25–29 (88.9%) and 35-44 (88.3%), and adults renting their homes (88.1%) As wireless substitution continues to spread, availability of in-building wireless service, both data and voice, becomes increasingly important.

Emergency Services Implications

Wireless devices are widely used by municipal emergency services for voice and data services including those that impact public safety. Additionally enhanced 911 (E911) services, which allow a mobile caller to be located by the dispatch center, are dependent on an adequate service level to provide help in an emergency. It is estimated that approximately 80% of 911 calls originate from mobile devices[2]. In the service challenged areas, an unreliable level of wireless service could, in many cases, negatively affect the ability of an individual in need of emergency services who is dialing 911.

[1] https://www.cdc.gov/nchs/data/nhis/earlyrelease/wireless202506.pdf
[2] https://www.nena.org/page/911Statistics

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Alternate Candidate Discussion

It is AT&T policy and overwhelming preference to utilize existing, tall structures as antenna support platforms when their location, available attachment height, and structural capacity are congruent with AT&T's network requirements. This is because the co-location process is almost always less expensive, faster to market, and less involved from a permitting perspective than the construction of a new tower structure. In this case, other than the temporary monopole installation, there were no viable, existing tall structures within the area of technical need that would satisfy the AT&T design objectives. There are some tall structures roughly 1.5 miles northeast including the existing Pilots' tower adjacent to the Lewes Ferry terminal as well as the historic lookout tower just south of the Lewes Ferry terminal but, along with other issues, those structures are far too distant to meet AT&T's need.

Technical Parameters of Consideration

The above calculations were based on the equipment configuration information furnished by representatives of AT&T. Specifically, for this installation, AT&T plans to add nine (9) new panel-style antennas at an antenna centerline height of 115' above grade on the tower. The antennas will be organized in three (3) arrays of three (3) antennas per array with sector azimuths of 170°, 260°, and 350° in the horizontal plane with respect to true north. Transmitting through these antennas will be up to four (4) 5GNR transmit paths in the 600 MHz band (per sector) at a cumulative maximum of 240 watts, up to twelve (12) LTE transmit paths in the 700 MHz band (per sector) at a cumulative maximum of 480 watts, up to eight (8) 5GNR transmit paths in the 1900 MHz band (per sector) at a cumulative maximum of 240 watts, up to four (4) 5GNR transmit paths in the 2100 MHz band (per sector) at a cumulative maximum of 240 watts, up to four (4) 5GNR transmit paths in the 850 MHz band (per sector) at a cumulative maximum of 240 watts, up to sixty-four (64) 5GNR transmit paths in the 3700 MHz C-Band band (per sector) at a cumulative maximum of 320 watts radio power, and up to sixty-four (64) 5GNR transmit paths in the 3500 MHz DoD-Band band (per sector) at a cumulative maximum of 320 watts radio power.

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DECLARATION OF ENGINEER

Andrew M. Petersohn, P.E., hereby states that he is a graduate telecommunications consulting engineer possessing Master and Bachelor Degrees in Electrical Engineering from Lehigh University (2005 and 1999, respectively). His corporation, dBm Engineering, P.C., has been retained by representatives of AT&T to perform a radio frequency design analysis for a proposed telecommunications facility.

Mr. Petersohn also asserts that the calculations and/or measurements described in this report were made personally and in a truthful and objective manner. Mr. Petersohn is a Registered Professional Engineer licensed in Pennsylvania, Delaware, Maryland, Virginia, New York, Florida and New Jersey. He has over two decades of engineering experience in the field of wireless communications. Mr. Petersohn is an active member of the National Society of Professional Engineers (NSPE) and the Pennsylvania Society of Professional Engineers (PSPE). Mr. Petersohn further states that all facts and statements contained in the foregoing document are true and accurate to the best of his knowledge. He believes, under penalty of perjury, the foregoing to be correct.

Andrew M. Petersohn, P.E.
Registered Professional Engineer
Delaware license number 14438

ANDREW M. PETERSOHN
No. 14438
DELAWARE
PROFESSIONAL ENGINEER

Executed this the 22nd day of September, 2026.

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DBM ENGINEERING, P.C.

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DBM ENGINEERING, P.C.

September 22, 2026
Collin Harvell
Vertical Bridge
22 W Atlantic Ave Suite 310
Delray Beach, FL 33444

Subject: **Alternatives Analysis**
"Cape Henlopen" - US-DE-5062
37468 DUNE ROAD
LEWES, DELAWARE 19958
Latitude: N 38° 46' 29.3" (NAD 83)
Longitude: W 75° 05' 35.0" (NAD 83)

Mr. Harvell:

I have received and executed your request that I compile an inventory of existing tall structures located within two miles of the proposed tower at the above-referenced location. As a registered Professional Engineer, I am bound by a code of ethics to hold paramount the safety, health, and welfare of the public. All statements and calculations offered herein are made in an objective and truthful manner pursuant to that code.

Summary of Findings

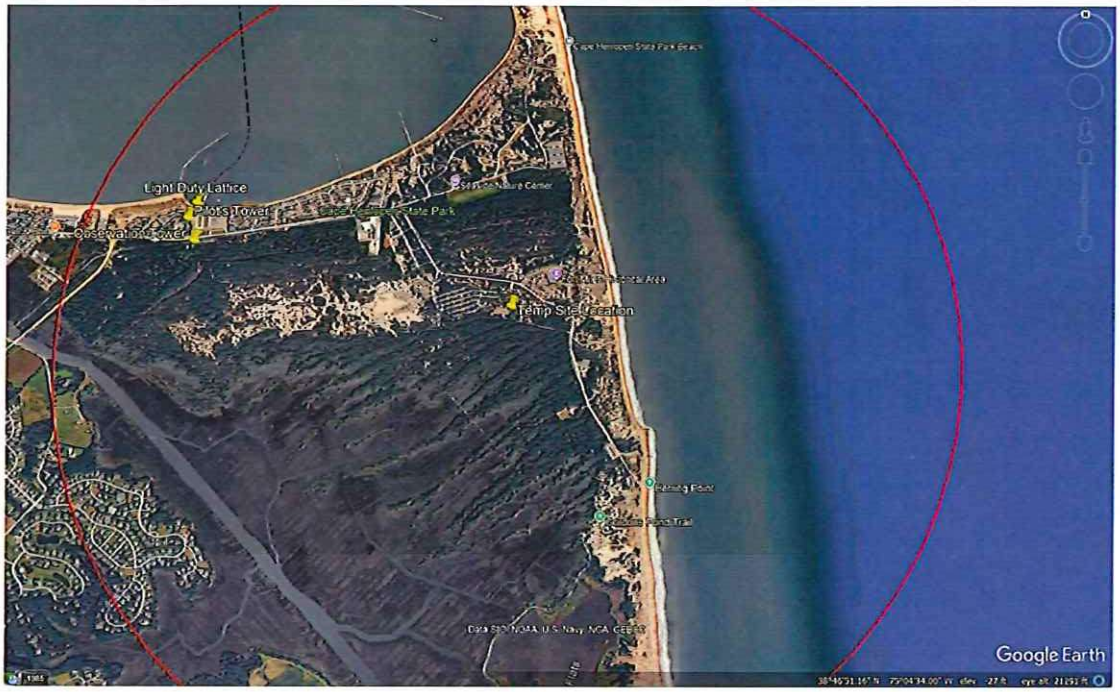
The following map illustration accurately accounts for all known existing tall structures near the proposed tower at the above referenced location. As illustrated, there exists one structure that AT&T is already installed on –the temporary tower at the subject property. The only other known tall structures within two miles of the proposed tower are all about one and one-half miles northwest near the Lewes Ferry terminal: The Pilots' tower, the River and Bay Police light duty lattice tower, and an historic World War II observation tower about four-hundred feet southwest of the terminal. Use could not be made of the structures near the Lewes Ferry terminal because, along with other issues, these structures are far too distant from the area of technical need to meet AT&T's objectives.

Sincerely,

Andrew M. Petersohn, P.E.
Registered Professional Engineer
Delaware license number 14438

ANDREW M. PETERSOHN LICENSE No. 14438 DELAWARE PROFESSIONAL ENGINEER

Existing Tall Structures



It is AT&T policy and overwhelming preference to utilize existing, tall structures as antenna support platforms when their location, available attachment height, and structural capacity are congruent with AT&T's network requirements. This is because the co-location process is almost always less expensive, faster to market, and less involved from a permitting perspective than the construction of a new tower structure. In addition to being too distant to satisfy the coverage needs near Cape Henlopen, both the Pilots' and the River and Bay Police towers were found to be structurally inadequate to support the required AT&T loading. The Pilot's tower already supports the antennas of two commercial wireless providers along with equipment from other entities so adding a third provider would push it beyond its structural limitations. The River and Bay Police tower is a light-duty lattice style tower and therefore not designed to accommodate the load of even one commercial provider. Finally, the observation tower is a historically significant structure and thus unavailable for commercial purposes.

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DBM ENGINEERING, P.C.

DECLARATION OF ENGINEER

Andrew M. Petersohn, P.E., hereby states that he is a graduate telecommunications consulting engineer possessing Master and Bachelor Degrees in Electrical Engineering from Lehigh University (2005 and 1999, respectively). His corporation, dBm Engineering, P.C., has been retained by representatives of AT&T to perform a two (2) mile inventory for a proposed telecommunications facility.

Mr. Petersohn also asserts that the calculations and/or measurements described in this report were made personally and in a truthful and objective manner. Mr. Petersohn is a Registered Professional Engineer licensed in Pennsylvania, Delaware, Maryland, Virginia, New York, Florida and New Jersey. He has over two decades of engineering experience in the field of wireless communications. Mr. Petersohn is an active member of the National Society of Professional Engineers (NSPE) and the Pennsylvania Society of Professional Engineers (PSPE). Mr. Petersohn further states that all facts and statements contained in the foregoing document are true and accurate to the best of his knowledge. He believes, under penalty of perjury, the foregoing to be correct.

Andrew M. Petersohn, P.E.
Registered Professional Engineer
Delaware license number 14438

ANDREW M. PETERSOHN
No. 14438
DELAWARE
PROFESSIONAL ENGINEER

Executed this the 22nd day of September, 2026.

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OCT 02 2026
SUSSEX COUNTY
PLANNING & ZONING

September 23, 2026
Collin Harvell
Vertical Bridge
22 W Atlantic Ave Suite 310
Delray Beach, FL 33444

Subject: **Electromagnetic Exposure Analysis**
"Cape Henlopen" - US-DE-5062
37468 DUNE ROAD
LEWES, DELAWARE 19958
Latitude: N 38° 46' 29.3" (NAD 83)
Longitude: W 75° 05' 35.0" (NAD 83)

Mr. Harvell:

I have received and executed your request that I perform an independent evaluation and certification of the anticipated radio-frequency emission levels for the AT&T and Verizon Wireless telecommunications facility proposed at the above-referenced coordinates. The intention of this study is to verify compliance with Federal Communications Commission (hereafter "FCC") guidelines for human exposure limits to radio-frequency electromagnetic fields as per FCC Code of Federal Regulation 47 CFR 1.1307 and 1.1310 which incorporate ANSI standards C95.3. As a registered Professional Engineer, I am bound by a code of ethics to hold paramount the safety, health, and welfare of the public. All statements and calculations offered herein are made in an objective and truthful manner pursuant to that code.

Summary of Findings

The maximum exposure to radio-frequency emissions from the AT&T and Verizon Wireless equipment will be compliant with FCC exposure limits. **Using upper limit assumptions for the AT&T and Verizon Wireless equipment configuration the cumulative radio-frequency exposure levels would be 5.28 % of the applicable FCC standard at all ground locations of public access.** The following modeling specifically illustrates the anticipated exposure levels in areas surrounding the facility. All exposure limits have been calculated using the methods prescribed in FCC Office of Engineering and Technology (OET) Bulletin 65 "Evaluating Compliance with FCC Guidelines for Human Exposure to Radio-frequency Electromagnetic Fields". The upper-limit conditions include maximum traffic loading, significant antenna down-tilt, simultaneous maximum pattern gain for all transmitting antennas, and constructive interference from ground reflection. AT&T and Verizon Wireless will remain within their FCC governed limits for output power but for worst-case analysis purposes, the equipment theoretical output power is considered in this analysis. Additionally, signal attenuation due to environmental clutter such as buildings, trees, and roadways has been ignored which will overestimate actual

power densities. Continuous exposure at 100% of FCC limit is considered by the scientific community to be just as safe as continuous exposure at 1% of FCC limit.

Applicability of the National Telecommunications Act of 1996

This Act states that "no state or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio-frequency emissions to the extent that such facilities comply with the (Federal Communications) Commission's regulations concerning such emissions". As indicated above, this proposed facility will be in full compliance with the FCC's emissions standards and as such is beyond regulation in that regard.

Technical Parameters of Consideration

The calculation results presented are based on the equipment configuration information furnished by representatives of AT&T. Specifically, for this installation, AT&T plans to add nine (9) new panel-style antennas at an antenna centerline height of 115' above grade on the tower. The antennas will be organized in three (3) arrays of three (3) antennas per array with sector azimuths of 170°, 260°, and 350° in the horizontal plane with respect to true north. Transmitting through these antennas will be up to four (4) 5GNR transmit paths in the 600 MHz band (per sector) at a cumulative maximum of 240 watts, up to twelve (12) LTE transmit paths in the 700 MHz band (per sector) at a cumulative maximum of 480 watts, up to eight (8) 5GNR transmit paths in the 1900 MHz band (per sector) at a cumulative maximum of 240 watts, up to four (4) 5GNR transmit paths in the 2100 MHz band (per sector) at a cumulative maximum of 240 watts, up to four (4) 5GNR transmit paths in the 850 MHz band (per sector) at a cumulative maximum of 240 watts, up to sixty-four (64) 5GNR transmit paths in the 3700 MHz C-Band band (per sector) at a cumulative maximum of 320 watts radio power, and up to sixty-four (64) 5GNR transmit paths in the 3500 MHz DoD-Band band (per sector) at a cumulative maximum of 320 watts radio power. Verizon Wireless plans to add nine (9) new panel-style antennas at an antenna centerline height of 105' above grade. The antennas will be organized in three (3) arrays of three (3) antennas per array with sector azimuths of 10°, 120°, and 250° in the horizontal plane with respect to true north. Transmitting through these antennas will be four (4) LTE transmit paths in the 700 MHz band (per sector) at a cumulative maximum of 160 watts, up to thirty-two (32) 5GNR transmit paths in the 1900 MHz band (per sector) at a cumulative maximum of 132 watts, up to four (4) 5GNR transmit paths in the 850 MHz band (per sector) at a cumulative maximum of 160 watts, up to thirty-two (32) LTE transmit paths in the 2100 MHz (AWS) band (per sector) at a cumulative maximum of 164 watts, up to thirty-two (32) LTE transmit paths in the 2100 MHz (AWS-3) band (per sector) at a cumulative maximum of 110 watts, and up to sixty-four (64) 5GNR transmit paths in the 3700 MHz band (per sector) at a cumulative maximum of 480 watts radio power.

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Co-location of Other Wireless Providers
In an attempt to halt the proliferation of telecommunications structures and preserve as much of their natural landscape as possible many municipalities have adopted telecommunications ordinances that specifically require structures to accommodate additional wireless providers from a structural standpoint. **From the standpoint of radio-frequency exposure**, the AT&T and Verizon Wireless equipment would in no way preclude the use of this facility by other providers.

Background Information
In 1985, the FCC first adopted guidelines to be used for evaluating human exposure to RF emissions. The FCC revised and updated these guidelines on August 1, 1996, as a result of a rule-making proceeding initiated in 1993. The new guidelines incorporate limits for Maximum Permissible Exposure (MPE) in terms of electric and magnetic field strength and power density for transmitters operating at frequencies between 300 kHz and 100 GHz.

The FCC's MPE limits are based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP) and, over a wide range of frequencies, the exposure limits were developed by the Institute of Electrical and Electronics Engineers, Inc., (IEEE) and adopted by the American National Standards Institute (ANSI) to replace the 1982 ANSI guidelines. Limits for localized absorption are based on recommendations of both ANSI/IEEE and NCRP.

The FCC's limits, and the NCRP and ANSI/IEEE limits on which they are based, are derived from exposure criteria quantified in terms of specific absorption rate (SAR). The basis for these limits is a whole-body averaged SAR threshold level of 4 watts per kilogram (4 W/kg), as averaged over the entire mass of the body, above which expert organizations have determined that potentially hazardous exposures may occur. The MPE limits are derived by incorporating safety factors that lead, in some cases, to limits that are more conservative than the limits originally adopted by the FCC in 1985. Where more conservative limits exist, they do not arise from a fundamental change in the RF safety criteria for whole-body averaged SAR, but from a precautionary desire to protect subgroups of the general population who, potentially, may be more at risk.

The FCC exposure limits are also based on data showing that the human body absorbs RF energy at some frequencies more efficiently than at others. The most restrictive limits occur in the frequency range of 30-300 MHz where whole-body absorption of RF energy by human beings is most efficient. At other frequencies, whole-body absorption is less efficient, and consequently, the MPE limits are less restrictive.

MPE limits are defined in terms of power density (units of milliwatts per centimeter squared: mW/cm^2), electric field strength (units of volts per meter: V/m) and magnetic field strength (units of amperes per meter: A/m). The far-field of a transmitting antenna

is where the electric field vector (E), the magnetic field vector (H), and the direction of propagation can be considered to be all mutually orthogonal ("plane-wave" conditions).

Occupational / controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general population/uncontrolled limits, as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

General population / uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public would always be considered under this category when exposure is not employment-related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area. **In the case of this study, the general population exposure limits have been applied as they are the more conservative set of standards.**

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Additional Remarks

The radio-frequency emission levels from AT&T, Verizon Wireless, and other PCS and Cellular communications base stations are similar to that of other two-way communications systems like those used by police, fire and ambulance personnel. In contrast, commercial broadcast systems like television and radio often transmit at power levels ten times greater or more than the systems discussed above.

The biological effects on humans of non-ionizing radio-frequency exposure have been studied extensively now for decades. There have been thousands of reports produced by government agencies, universities, and private research groups that support the standards adopted by the FCC. **To date, there have been no credible studies conducted whose results showed evidence of any adverse health effects at the above exposure limits.**

Sincerely,

Andrew M. Petersohn, P.E.
Registered Professional Engineer
Delaware license number 14438



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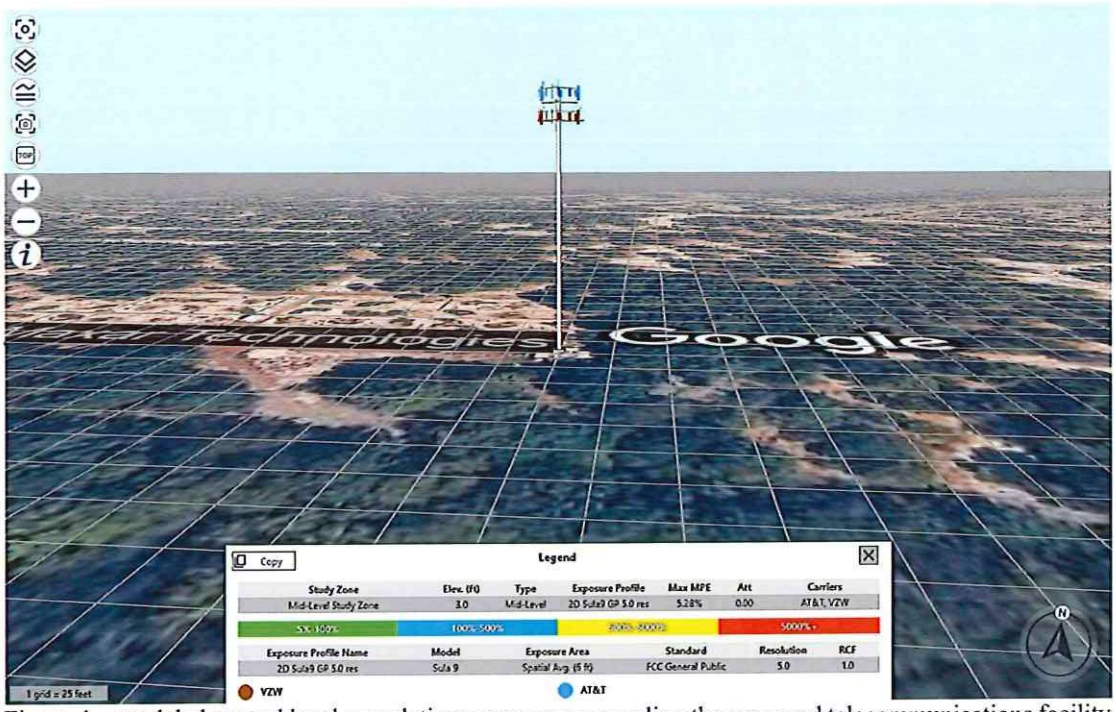


Figure-1 – modeled ground level cumulative exposure surrounding the proposed telecommunications facility expressed in percentage of the applicable FCC standard

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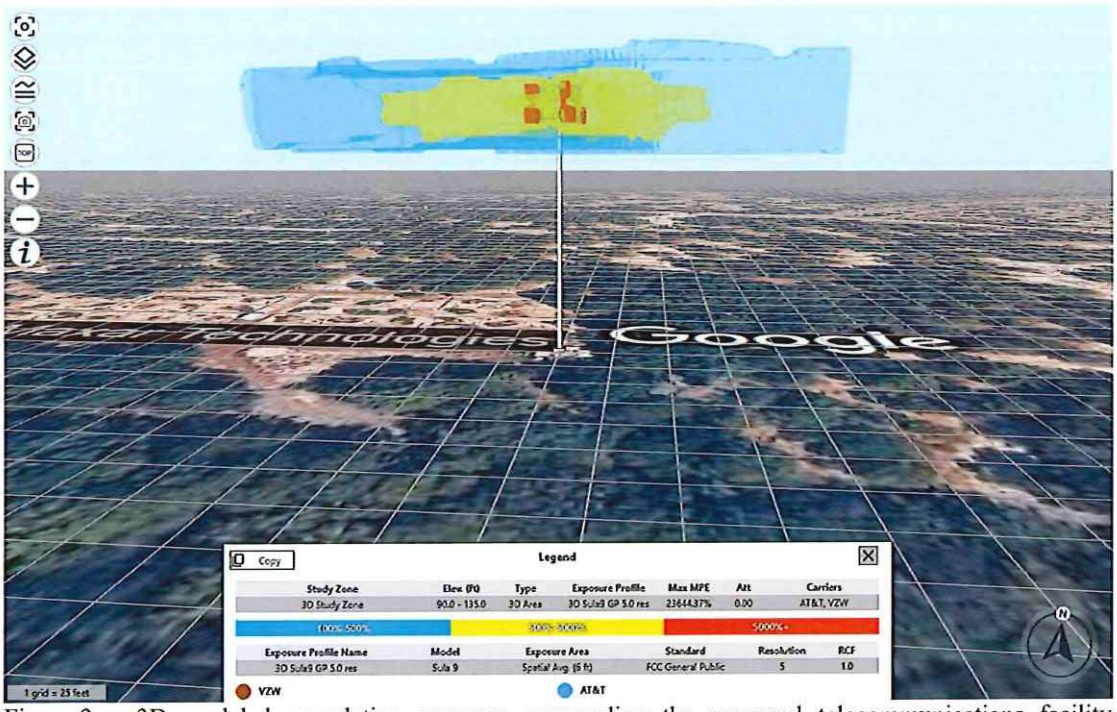


Figure-2 – 3D modeled cumulative exposure surrounding the proposed telecommunications facility expressed in percentage of the applicable FCC standard

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DECLARATION OF ENGINEER

Andrew M. Petersohn, P.E., hereby states that he is a graduate telecommunications consulting engineer possessing Master and Bachelor Degrees in Electrical Engineering from Lehigh University (2005 and 1999, respectively). He has been retained by representatives of AT&T to perform an electromagnetic exposure analysis for a proposed telecommunications facility.

Mr. Petersohn asserts that the calculations and/or measurements described in this report were made personally and in a truthful and objective manner. Mr. Petersohn is a Registered Professional Engineer licensed in Pennsylvania, Delaware, Maryland, Virginia, New York, Florida and New Jersey. He has over two decades of engineering experience in the field of wireless communications. Mr. Petersohn is an active member of the National Society of Professional Engineers (NSPE) and the Pennsylvania Society of Professional Engineers (PSPE). Mr. Petersohn further states that all facts and statements contained in the foregoing document are true and accurate to the best of his knowledge.

Andrew M. Petersohn, P.E.
Registered Professional Engineer
Delaware license number 14438



Executed this the 23rd day of September, 2026.

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September 23, 2026
Collin Harvell
Vertical Bridge
22 W Atlantic Ave Suite 310
Delray Beach, FL 33444

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PLANNING & ZONING

Subject: **Interference Analysis**
"Cape Henlopen" - US-DE-5062
37468 DUNE ROAD
LEWES, DELAWARE 19958
Latitude: N 38° 46' 29.3" (NAD 83)
Longitude: W 75° 05' 35.0" (NAD 83)

Mr. Harvell:

I have received and executed the request that I perform an independent evaluation of the potential for harmful interference generated by the AT&T and Verizon telecommunications facility at the location referenced above. The intention of this study is to determine if the manifestation of harmful interference is a viable concern through the close examination of the radio frequency (hereafter RF) parameters of the installation. As a registered professional engineer, I am bound by a code of ethics to hold paramount the safety, health, and welfare of the public. All statements and calculations offered herein are made in an objective and truthful manner pursuant to that code.

Summary of Findings
After close examination of the details of this proposal, it is my professional opinion that **no potential exists for the manifestation of harmful interference** as a result of the proposed AT&T and Verizon telecommunications facility. My findings indicate that AT&T and Verizon will be operating in full compliance with all applicable standards as outlined in their Federal Communications Commission licensure.

Sincerely,

ANDREW M. PETERSOHN LICENSE No. 14438 DELAWARE PROFESSIONAL ENGINEER

Andrew M. Petersohn, P.E.
Registered Professional Engineer
Delaware license number 14438

Licensure Discussion

AT&T is bound by its Federal Communications Commission (hereafter FCC) licensure to transmit only the specific frequencies and power levels for which they are licensed. In Sussex County, Delaware these licenses include the 'A' Cellular Band, the 'A', 'B3', and 'D' PCS bands, the 'H' and 'I' AWS bands, the 'B', 'C' and 'D' 700 MHz bands, the 'A' 'B', 'C', and 'D' WCS band, portions of the 3700 MHz 'C' band and portions of the 3400 MHz 'DoD' band. Similarly, the Verizon Wireless licenses include the 'B' Cellular Band, the 'E' and 'F' PCS band, the 'A', 'B', and 'J' AWS bands, the upper 'C' 700 MHz band, portions of the "UU" (28 GHz) bands, and portions of the 3.7 GHz 'C' band licenses. Other communication facilities and services such as emergency responders, television broadcasting, AM/FM broadcasting, mobile to mobile radios, and home electronics operate at different frequencies, once again, allocated by the FCC. For this reason, the manifestation of **direct**, harmful interference is precluded by virtue of AT&T being the only entity licensed to utilize these specifically defined portions of the RF spectrum. As such, there will be no direct, significant radio frequency emissions that fall into any band other than that for which AT&T or Verizon is licensed. However, when non-linear elements (such as amplifiers) are introduced in the RF path the possibility exists for **indirect** interference caused by harmonic and inter-modulated frequency emissions that may fall outside the licensed spectrum. Due to the fact that the harmonic and inter-modulated output of Cellular and PCS transmitters is extremely low (as required by FCC type approval), this only becomes a concern when there are multiple telecommunication installations in close proximity to one another. This problem is easily avoided by insuring adequate vertical separation (roughly 10') when service providers co-locate on a structure. In this specific installation, the 10' requirement is being strictly adhered to. **In the unlikely event that future radio frequency interference is reported, it is AT&T policy (and incumbent upon them as an FCC licensee) to identify and mitigate any reported interference issues as quickly as possible.**

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Facility Discussion

According to the configuration information furnished by its representatives, AT&T plans to add nine (9) new panel-style antennas at an antenna centerline height of 115' above grade on the tower. The antennas will be organized in three (3) arrays of three (3) antennas per array with sector azimuths of 170°, 260°, and 350° in the horizontal plane with respect to true north. Transmitting through these antennas will be up to four (4) 5GNR transmit paths in the 600 MHz band (per sector) at a cumulative maximum of 240 watts, up to twelve (12) LTE transmit paths in the 700 MHz band (per sector) at a cumulative maximum of 480 watts, up to eight (8) 5GNR transmit paths in the 1900 MHz band (per sector) at a cumulative maximum of 240 watts, up to four (4) 5GNR transmit paths in the 2100 MHz band (per sector) at a cumulative maximum of 240 watts, up to four (4) 5GNR transmit paths in the 850 MHz band (per sector) at a cumulative maximum of 240 watts, up to sixty-four (64) 5GNR transmit paths in the 3700 MHz C-Band band (per sector) at a cumulative maximum of 320 watts radio power, and up to sixty-four (64) 5GNR transmit paths in the 3500 MHz DoD-Band band (per sector) at a cumulative maximum of 320 watts radio power. Verizon Wireless plans to add nine (9) new panel-style antennas at an antenna centerline height of 105' above grade. The antennas will be organized in three (3) arrays of three (3) antennas per array with sector azimuths of 10°, 120°, and 250° in the horizontal plane with respect to true north. Transmitting through these antennas will be four (4) LTE transmit paths in the 700 MHz band (per sector) at a cumulative maximum of 160 watts, up to thirty-two (32) 5GNR transmit paths in the 1900 MHz band (per sector) at a cumulative maximum of 132 watts, up to four (4) 5GNR transmit paths in the 850 MHz band (per sector) at a cumulative maximum of 160 watts, up to thirty-two (32) LTE transmit paths in the 2100 MHz (AWS) band (per sector) at a cumulative maximum of 164 watts, up to thirty-two (32) LTE transmit paths in the 2100 MHz (AWS-3) band (per sector) at a cumulative maximum of 110 watts, and up to sixty-four (64) 5GNR transmit paths in the 3700 MHz band (per sector) at a cumulative maximum of 480 watts radio power.

Additional Remarks

The radio frequency emission levels from AT&T, Verizon Wireless and other PCS and Cellular communications base stations are similar to that of other two-way communications systems such as those used by police, fire and ambulance personnel. In contrast, commercial broadcast systems such as television and radio often transmit at power levels ten times greater or more than the systems discussed above. Due to the relatively low power output, the potential for harmful interference is greatly reduced as the harmonic and inter-modulated emissions are typically in the noise floor of most receivers when only a few hundred feet away.

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DECLARATION OF ENGINEER

Andrew M. Petersohn, P.E., hereby states that he is a graduate telecommunications consulting engineer possessing Master and Bachelor Degrees in Electrical Engineering from Lehigh University (2005 and 1999, respectively). His corporation, dBm Engineering, P.C., has been retained by representatives of AT&T to perform an interference analysis for a proposed telecommunications facility.

Mr. Petersohn also asserts that the calculations and/or measurements described in this report were made personally and in a truthful and objective manner. Mr. Petersohn is a Registered Professional Engineer licensed in Pennsylvania, Delaware, Maryland, Virginia, New York, Florida and New Jersey. He has over two decades of engineering experience in the field of wireless communications. Mr. Petersohn is an active member of the National Society of Professional Engineers (NSPE) and the Pennsylvania Society of Professional Engineers (PSPE). Mr. Petersohn further states that all facts and statements contained in the foregoing document are true and accurate to the best of his knowledge. He believes, under penalty of perjury, the foregoing to be correct.

Andrew M. Petersohn, P.E.
Registered Professional Engineer
Delaware license number 14438

ANDREW M. PETERSOHN LICENSE No. 14438 DELAWARE PROFESSIONAL ENGINEER

Executed this the 23rd day of September, 2026

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DBM ENGINEERING, P.C.

TOWAIR Determination Results

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*** NOTICE ***

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

DETERMINATION Results

Structure does not require registration. There are no airports within 8 kilometers (5 miles) of the coordinates you provided.

Your Specifications

NAD83 Coordinates	
Latitude	38-46-29.0 north
Longitude	075-05-35.0 west
Measurements (Meters)	
Overall Structure Height (AGL)	37.8
Support Structure Height (AGL)	36.6
Site Elevation (AMSL)	9.5
Structure Type	
MTOWER - Monopole	

Tower Construction Notifications
Notify Tribes and Historic Preservation Officers of your plans to build a tower.

CLOSE WINDOW

RECEIVED

OCT 02 2026

SUSSEX COUNTY
PLANNING & ZONING

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made effective as of the Effective Date (defined below) by and between **State of Delaware Department of Natural Resources and Environmental Control** having a mailing address of [redacted] ("LESSOR") and **Vertical Bridge Development, LLC**, a limited liability company organized under the laws of the State of Delaware, with its principal offices at [redacted] ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

OPTION TO LEASE.

(a) Lessor grants to Lessee an exclusive option (the "Option") to lease a certain portion of the Property (defined below) consisting of 4,100 square feet including the air space above such ground space (the "Premises"), for the placement of Communications Equipment (as defined herein) in accordance with the terms of this Agreement.

(b) During the Option Term, Lessee and its agents, engineers, surveyors and other representatives will have the right to (1) enter upon the Property, upon five (5) days advance written notice to Lessor, to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), (2) to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Lessee's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, registrations with the Federal Communications Commissions and construction permits (collectively, the "Government Approvals"), and (3) initiate the ordering and/or scheduling of necessary utilities. Except to the extent of damage caused by Lessee, Lessee will not be liable to Lessor or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Lessee's inspection. Lessee will restore the Property to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

(c) In consideration of Lessor granting Lessee the Options contained in this Agreement, Lessee agrees to pay Lessor the sum of [redacted] within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term)"). If the Option is not exercised during the Initial Term, the term shall automatically renew for an additional one (1) year (the "Renewal Option Term"); provided, that Lessee pays Lessor an additional [redacted] within thirty (30) business days after the start date of the Renewal Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term."

(d) During the Option Term, Lessee may exercise the Option by providing Lessor a confirmation of its election to exercise the Option in writing (the "Exercise Notice"). If Lessee exercises the Option, then Lessor leases the Premises to Lessee, effective upon Lessor's receipt of the Exercise

Notice, subject to the terms and conditions of this Agreement. If Lessee does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will automatically terminate, and the Parties will have no further liability to each other.

(e) This Agreement shall be effective, and the Option Term shall commence, as of the date of execution by both Parties ("Effective Date").

1. GRANT. Effective upon the Lease Commencement Date (defined below), LESSOR hereby grants to LESSEE the right to install, maintain, and operate (collectively, to "Use") Communications Equipment (as defined below) upon a portion of that certain real property owned, leased or controlled by LESSOR located at [redacted] (the "Property") on and subject to the terms and conditions set forth herein (the "Lease"). The Property is legally described on **Exhibit "A"** attached hereto and made a part hereof. The portion of the Property leased to LESSEE (the "Premises") is approximately 4,100 square feet and is shown in detail on **Exhibit "B"** attached hereto and made a part hereof. LESSEE must survey the Premises. Upon completion, the survey shall replace **Exhibit "B"** in its entirety. For purposes of this Agreement, "Communications Equipment" shall mean, collectively, communications fixtures and related equipment, cables and accessories, which may include a suitable support structure, associated antennas, equipment shelters and/or cabinets as more fully depicted on **Exhibit "B"** attached hereto.

2. LEASE TERM. The initial term of the Lease (the "Initial Lease Term") shall be for a period of five (5) years beginning on the date on which Lessee provides Lessor with the Exercise Notice (the "Lease Commencement Date"). The Initial Lease Term shall automatically be extended for four (4) additional 5-year extension terms (each, a "Lease Extension Term") unless LESSEE gives LESSOR written notice of its intent to terminate the Lease at least three (3) months prior to the end of the then current Lease Extension Term. (The Initial Lease Term and any Lease Extension Terms shall be collectively referred to herein as the "Lease Term".)

3. RENTAL PAYMENTS.

(a) Rental payments shall begin on the Lease Commencement Date and be due at a total initial annual rental of [redacted], to be paid in equal monthly installments of [redacted] on the fifth day of the month in advance, to LESSOR at the following address:

DNREC Division of Parks and Recreation
[redacted]
Attn: Office of Business Services

or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with the terms of this Agreement. On each annual anniversary of the Lease Commencement Date, the rent payable shall increase by [redacted] over the prior year's annual rental amount. The initial rental payment shall be delivered by LESSEE no later than 30 days after the date of the Exercise Notice. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) Commencing with the installation of the second carrier sublessee on the tower and each sublessee thereafter (as permitted hereunder), Lessee shall pay to Lessor an amount equal to [redacted] of the monthly sublease rental fee ("Sublease Fee") charged by Lessee ("Revenue Share"). Each of Lessee's Revenue Share payments to Lessor shall be due on or before the first day of the month immediately following the date on which each applicable rental payment is due to LESSEE from each applicable sublessee. The Revenue Share shall only be due and payable in the event there are two (2) or more carrier sublessees. If at any time subsequent to the addition of a second (2nd) carrier sublessee the number of carrier sublessees is reduced to one (1) carrier sublessee, then no Revenue Share shall be due and payable. Notwithstanding anything to the contrary contained herein, the Revenue Share shall only be due and payable by LESSEE to LESSOR hereunder during the term of such carriers' sublease agreements for so long as such carrier sublessees are actually paying to LESSEE the requisite Sublease Fee set forth therein. For purposes of this Agreement, Sublease Fee shall be all rent actually collected from any sublease that LESSEE enters into with any subtenant including amendments and renewals thereof but excluding: (i) any reimbursements or pass-throughs from such subleases or licenses to LESSEE for charges including but not limited to utility charges, taxes, or other pass-through expenses or (ii) any fees from sublessees or licenses to LESSEE for services performed on behalf of such sublessees including but not limited to site acquisition, due diligence, design and engineering work, construction, site inspections, radio frequency monitoring and testing, repairs, and zoning and permitting. Within 60 days after the commencement of any sublease with a carrier sublessee, LESSEE shall provide LESSOR with documentation evidencing the terms of each such sublease agreement (including without limitation, the Sublease Fee to be paid to LESSEE).

4. ACCESS. During the Lease Term, LESSEE shall have the non-exclusive right of ingress and egress to the Premises, during the times when the Property is open to the public, from a public right-of-way over the Property to and from the Premises ("Access and Utility License"), as specifically depicted on **Exhibit "B"** attached hereto, for the purpose of installation, operation, and maintenance of LESSEE's Communications Equipment , subject to the following limitations:

a. LESSEE acknowledges that the Property is subject to public outdoor recreational use in perpetuity and that the Access and Utility License shall in no way or curtail such use.

b. LESSEE shall provide LESSOR with forty-eight (48) hours advance notice of intent to access the Premises for routine inspection and maintenance of its Communications Equipment and coordinate via electronic mail or phone with the following LESSOR representatives to ensure that LESSEE's access and activity does not interfere with LESSOR's daily State Park operations on, and use of, the Property:

i. Cape Henlopen State Park Superintendent [redacted] and
ii. Delaware State Parks Preservation Planner (currently, Kerri Batrowny [redacted]

c. In the event that LESSEE shall require access to the Premises for activities other than routine inspection and maintenance of its Communications Equipment (e.g., material construction, modification or installation of the Communications Equipment), LESSEE shall provide LESSOR with at least 30 days advance written notice of such proposed access to the representatives indicated in Section 4.b. above.

d. Notwithstanding the foregoing, LESSEE shall be entitled to access the Premises without advance notice to LESSOR, and if necessary, when the Property is closed to the public, in the event of an emergency (such as an event that poses an immediate threat to the health and safety of persons or LESSEE's Communications Equipment), and in such case LESSEE shall provide notice thereof to LESSOR as soon as practicable.

e. LESSEE shall at all times minimize any disturbance to the Property and in connection with its exercise of access rights, and LESSEE shall be responsible for prompt replacement and restoration to its immediately-preceding condition such portions of the surface of the Property as may be disturbed by any activities of LESSEE.

5. UTILITIES. LESSEE shall, at LESSEE'S sole cost and expense install an independent meter and arrange for electric utility service. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

6. CONDITION OF PROPERTY. LESSEE hereby acknowledges that the Premises is in a condition ready for LESSEE's Use and clean and free of debris.

7. IMPROVEMENTS.

(a) The Communications Equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements, shall be installed on the Premises at LESSEE's sole expense. Such installation shall be at the discretion and option of LESSEE, subject to the limitations provided herein. LESSEE acknowledges and agrees that (i) LESSEE shall provide LESSOR not less than thirty (30) days prior notice to LESSEE's initial installation of Communications Equipment on the Premises; and (ii) LESSEE shall not conduct any installation or other material maintenance or construction activities on the Premises between April 1 and October 31 of any year during the Lease Term. All improvements, equipment, antennas and conduits shall be maintained by LESSEE in good condition and repair at all times. LESSEE shall have the right to replace, repair, add, or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing, and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates. LESSEE shall be required to obtain LESSOR's written consent for (a) the initial design, plans and specifications of the Communications Equipment (including a landscape plan), and (b) any modifications that (i) increase LESSEE's Premises, (ii) increase the height of the tower (beyond 120 feet), or (iii) materially alter the overall tower structure. Requests for LESSOR consent to modifications to the tower or to increase the Premises shall be made by LESSEE in writing, and LESSOR shall respond in writing to any written LESSEE consent request within 60 days of receipt . Any increase in the (i) height of, or other material modifications to the tower structure, or (ii) size, or change to the location of Premises shall be memorialized by the Parties in a written amendment to this Agreement. LESSOR is not entitled to a rent increase associated with any Lessee modification unless it is increasing the size of the Premises.

(b) LESSEE shall install and maintain a landscape buffer surrounding the Premises in accordance with the landscape plan agreed to in advance by the Parties ("Landscape Plan"). The Landscape Plan shall include: (i) trees and shrubs to be planted by LESSEE (whether initial installation or replacement plantings) chosen from a list of acceptable species provided by LESSOR, and (ii) a design intended to provide maximum visual screening of the fence enclosing the Premises. LESSEE shall be responsible for planting replacement trees or shrubs whenever previously planted trees or shrubs die, in accordance with the previously approved Landscape Plan (including such changes as LESSOR shall approve in writing, not to be unreasonably withheld).

(c) Any construction, maintenance, repair or other work on the Premises or near the Premises which would otherwise impede the LESSOR's, its tenant's, licensee's or invitee's occupancy and/or use the Property shall be conducted at such time as is reasonably approved by the LESSOR and subject to Section 4. In all such situations, LESSEE and its contractors and employees shall conduct such work in an expeditious manner and remove all equipment, vehicles and/or other items that impede the LESSOR, it tenants, licensee or invite's use of the Property.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities"). LESSOR shall, at no cost to LESSOR, cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Any request for LESSOR approval shall not be in an effort that will result in a re-zoning or reclassification of the Property or in the LESSOR's reasonable discretion, materially impact the use of the Property by LESSOR, its tenants and licensees. LESSOR shall not conduct any subsurface testing without obtaining Lessee's prior written consent.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Governmental Approvals should be finally rejected despite LESSEE's best efforts; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity due to no fault of LESSEE; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; or (vi) with 12 months prior notice to LESSOR, upon the expiration of the current Lease Term. Notwithstanding anything stated herein, if LESSEE elects to terminate the agreement prior to the expiration of the Initial Lease Term, LESSEE shall pay to LESSOR an early termination fee equal to [redacted] of the current annual rental for the year in which the notice of termination is provided by LESSEE (the "Early Termination Fee"). The Early Termination Fee shall be in addition to the monthly rental paid due and owing until rental for the period prior to the effective date of the termination. There will be no proration and return of funds once rent is paid at the start of the year.

10. DEFAULT. If any of the following events occur during the Option Term or the Lease Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth herein or seek any other remedy available: (a) Lessee's failure to make any payment required by this Agreement within thirty (30) days after receipt of written Notice from the Lessor of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement other than the payment of rent where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commence the cure of such Default in good

faith; and (2) (in the case of a Default by LESSOR) based upon Lessee's reasonable determination, materially affects Lessee's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

11. REMEDIES. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

12. INDEMNIFICATION. Except to the extent caused by the breach of this Agreement by Lessor or the acts or omissions of Lessor, its officers, agents, employees, contractors, or any other person or entity for whom Lessor is legally responsible, Lessee shall defend, indemnify and hold Lessor and its officers, directors, employees, agents and representatives ("**Lessor's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any act or omission of Lessee, its officers, agents, employees, contractors, sublessees or any other person or entity for whom Lessee is legally responsible ("**Lessee's Representatives**"); or (ii) a breach of any representation, warranty or covenant of Lessee contained or incorporated in this Agreement. Lessee's obligations under this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. INSURANCE. LESSEE shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than $1,000,000 per occurrence and excess umbrella liability insurance in an amount of not less than $4,000.000 in the aggregate. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communications facilities of LESSEE and its corporate affiliates. All insurance policies required to be maintained by LESSEE hereunder shall be with responsible insurance companies, authorized to do business in the State or Commonwealth where the Premises are located if required by law, and shall provide for cancellation only upon thirty (30) days' prior written notice to LESSOR. LESSEE shall evidence such insurance coverage by delivering to LESSOR a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks on or before the date of execution of this Agreement and thereafter upon request by LESSOR.

Before any work is done pursuant to this Agreement, the certificate of insurance, referencing the contract number stated herein, shall be filed with the LESSOR. The certificate holder is as follows:

Delaware DNREC, Division of Parks & Recreation
[redacted]
Attn: Kerri Batrowny

In no event shall the State of Delaware be included as an additional insured on any policy required under this Agreement.

14. LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. LESSOR, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) within a three-fourths (3/4) mile radius that is fee owned by LESSOR for (a) any of the uses contemplated in Section 7 herein; or (b) if such lease, license or easement would detrimentally impact the Communications Equipment or Lessee's Economic Opportunities (as defined herein) at the Premises, or use thereof. The term "Economic Opportunities" means LESSEE'S ability to lawfully host additional carrier sublessees or licensees on the Communications Equipment located on the Premises, to the extent such ability is technically feasible and contractually permissible. LESSOR shall not cause or permit the construction of communications or broadcast towers or structures, fiber optic backhaul facilities, or satellite facilities on the Property within a three-fourths (3/4) mile radius of the Premises, except for the Communications Equipment constructed by LESSEE. The foregoing restriction shall run with the land and be binding on the successors and assigns of The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. Within 90 days of the expiration of the Term, or earlier termination of the Agreement (the "Equipment Removal Period"), LESSEE shall remove LESSEE's Communications Equipment (except footings and foundations to a depth of 3 feet below grade_) and restore the Premises to its original condition, reasonable wear and tear excepted. Rent shall continue to accrue and be due to Lessor during the Equipment Removal Period at the then current rental amount (prorated if applicable). If Lessee occupies any portion of the Premises beyond the Equipment Removal Period without Lessor's written consent ("Hold Over") all the terms and provisions of this Agreement shall be applicable during that period, except that Lessee shall pay Lessor a rental fee equal to [redacted] of the then current monthly Rent applicable at the expiration of the Term, or termination, of the Agreement, prorated for the number of days of such Hold Over. LESSOR agrees and acknowledges that the Communications Equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the

same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

17. INTENTIONALLY OMITTED.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. ASSIGNMENT/SUBLEASE.

(a) Without any approval or consent of the LESSOR, this Agreement may be sold, assigned or transferred by LESSEE to (i) any entity in which LESSEE directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in LESSEE; or (iii) any entity directly or indirectly under common control with LESSEE. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR; provided that LESSEE notifies LESSOR, in writing, within thirty (30) days after such assignment. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. Upon such assignment, LESSEE will be relieved and released of all obligations and liabilities hereunder. LESSOR may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property. LESSOR may subdivide the Property without LESSEE's prior written consent provided the resulting parcels from such subdivision are required to afford LESSEE the protections set forth in Section 15 hereof.

(b) LESSEE may sublease any portion of the Premises to a carrier sublease in LESSEE'S sole discretion pursuant to a written sublease agreement; provided that: (i) Any such sublease shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto; (ii) LESSEE shall provide LESSOR with notice of any such sublease along with documentation evidencing the terms of such each sublease agreement (including without limitation, the Sublease Fee to be paid to LESSEE), within 60 days after the commencement of any sublease with a carrier sublessee; and (iii) LESSEE shall ensure that each such carrier sublessee shall certify to LESSOR, in writing, that such sublessee shall (A) be bound by the terms of the access rights granted to LESSEE herein, (B) be subject to the same limitations and restrictions regarding construction and installation of equipment on the Premises, and (C) coordinate with, LESSOR regarding access to the Premises as described in Sections 4 and 7 hereof. The term 'sublease", "sublet", "subtenant" and any other similar term shall apply to any situation by which the LESSEE allows a third party to gain benefit from the occupancy and or use of the Premises, including, but not being limited, the use the Premises for co-location, whether it be by formal sublease, license or other agreement. LESSEE, without the prior written consent of the LESSOR, shall not have the right to enter into in form of space swapping agreement with another party whereby such third party shall be allowed to use certain space on the LESSEE's facilities or the Premises in exchange for such party or an affiliate thereof allowing LESSEE to use similar space on its facilities or sites

(c) NOTICE. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: DNREC Division of Parks and Recreation
[redacted]
Attn: Land Preservation Office

DNREC Division of Parks and Recreation
[redacted]

LESSEE: Vertical Bridge Development, LLC
[redacted]
Site No./Name: DE-5062 Cape Henlopen State Park
Attn: VP Asset Management
With a copy to: General Counsel

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

(d) ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws, ordinances, regulations, etc. governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's activities.

(e) CASUALTY/CONDEMNATION. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored, and if LESSEE's Use is not restored within forty-five (45) days, LESSEE may terminate this Agreement upon thirty (30) days notice to LESSOR; provided, that if the fire or other casualty was the fault of or the result of negligence of the LESSEE or its employees, agents, or contractors or caused or created by LESSEE's equipment or personal property, LESSEE shall not be entitled to terminate this Agreement and shall not be entitled to any abatement of rent. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

(f) APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

(g) TAXES. LESSEE shall be liable for all taxes against LESSEE'S personal property or LESSEE'S fixtures placed in the Premises, whether levied or assessed against LESSOR or LESSEE. LESSEE shall reimburse LESSOR for any taxes assessed against LESSEE and paid by LESSOR, within 60 days of receipt of invoice and supporting documentation from LESSOR. LESSOR shall reasonably cooperate with LESSEE, at LESSEE's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any Taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. If LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

20. LENDER'S RIGHTS.

a. LESSOR agrees to recognize the subleases of all subtenants and will permit each of them to remain in occupancy of its portion of the Premises notwithstanding any default hereunder by Lessee so long as each such respective subtenant is not in default under the sublease covering its portion of the Premises. LESSOR agrees to execute such documents as any such subtenant might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or LESSOR recognition agreements, if necessary, to further memorialize the foregoing, and further agrees to use LESSOR's best efforts to also cause its lenders, to the extent there are any, to similarly acknowledge, in writing, subtenant's and licensee's right to continue to occupy its Premises as provided above.

b. LESSOR consents to the granting by LESSEE of a lien and security interest in LESSEE's interest in this Agreement and/or leasehold estate of the Premises and all of LESSEE's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Lender of its rights of foreclosure with respect to its lien and security interest. LESSOR agrees to recognize Lender as LESSEE hereunder upon any such exercise by Lender of its rights of foreclosure, provided that Lender or purchaser shall (i) assume all the obligations of Lessee under this Agreement in a writing signed by such Lender or purchaser and delivered to LESSOR and (ii) pay all payments in arrears hereunder.

c. LESSOR agrees that, in the event of any breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as LESSEE, to cure or correct any such default.

d. LESSEE shall have the right from time to time to mortgage or otherwise encumber Lessee's interest in this Agreement and/or leasehold estate in the Premises; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If LESSEE shall so

mortgage (each a "**Lessee Mortgage**") Lessee's interest in this Agreement and/or leasehold interest in the Premises to Lender, LESSEE or Lender shall give Lessor prompt notice of such Lessee Mortgage and furnish LESSOR with a complete and correct copy of such Lessee Mortgage, certified as such by LESSEE or Lender, together with the name and address of Lender.

21. MISCELLANEOUS.

(a) This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding.

(b) This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and permitted assigns hereto.

(c) The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time.

(d) The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of Delaware without reference to its choice of law rules.

(e) Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever.

(f) LESSOR agrees to execute a Memorandum of this Agreement in the form attached hereto as **Exhibit C**, which LESSEE may record with the appropriate recording officer.

(g) The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

(h) This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

(i) All exhibits referenced in, and attached to, this Agreement are incorporated by this reference in the Agreement.

(j) LESSOR and LESSEE each warrant to the other that the person executing this Agreement on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Agreement on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

[*Signature page follows*]

IN WITNESS WHEREOF, this Land Lease Agreement is entered into by the Parties as of the Effective Date.

LESSOR:

State of Delaware
Department of Natural Resources and Environmental Control

By: _____

Name: Gregory Patterson

Title: Secretary

Date: Feb. 25, 2016

By: (Please See Next Page)

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: FCFD63D4-D308-4177-AF77-A006643435F8

IN WITNESS WHEREOF, this Land Lease Agreement is entered into by the Parties as of the Effective Date.

LESSOR:

(Please See Previous Page)

State of Delaware
Department of Natural Resources and Environmental Control

By: _____

Name: Gregory Patterson

Title: Secretary

Date: _____

LESSEE:

Vertical Bridge Development, LLC
a Delaware limited liability company

By: _____

Name: Randy Wilson
Vice President Development

Title: _____

Date: 3/10/26

Leasing Ops DS

EXHIBIT "A"
PROPERTY DESCRIPTION
(Page 1 of 2)

A certain parcel of land situate in the State of Delaware, Sussex County, being a portion of Tract "A" of the First Army Recreation Area, part of former Tract "A" and former Tract Number 1 of Fort Miles Military Reservation, owned by the United States of America, hereinafter referenced to by Tract Numbers, and more particularly bounded and described as follows:

Beginning at a corner on the military reservation boundary line common to Tract "A" and lands now or formerly owned by the State of Delaware, in a line of lands now or formerly owned by the Department of the Navy, being in the Northern right-of-way line of High Road within former Tract Number 1; thence, leaving said High Road and said Navy lands, and crossing former Tract Number 1 along said boundary line, a line between Tract "A" and said State lands, the following courses and distances

North 00°07'15" West, crossing the center of Dune Road at approximately 960 feet, in all 2,370.01 feet,

North 70°15'11" East 828.73 feet,

South 74°44'42" East, crossing the center of Butts Road at approximately 1,100 feet, in all 1,824.28 feet to a corner common to Tract "A" and said State lands, in a line of former Tract Number 1 in the high water line of the Atlantic Ocean, thence, leaving said State lands, and with a common line of Tract "A" and former Tract Number 1, along the meanders of said high water -line, continuing with said boundary line,

Southerly 548.66 feet to a point; thence, leaving said boundary and said high water line, and crossing Tract "A" and former Tract

Number 1 the following courses and distances:

North 65°22'47" West 291.00 feet,
South 24°37'13" West 245.00 feet,
North 80°20'47" West 333.00 feet,
North 65°22'47" West 315.00 feet to a point on the Western
right-of-way line of said Butts Road, said point being the point of beginning for a surface use only area, thence, with said Butts Road right-of-way, continuing to cross Tract "A" and former Tract Number 1,

South 23°38'15" West 333.56 feet to a point, thence, leaving said Butts Road and continuing to cross Tract "A" and former Tract Number 1, the following courses and distances:

South 75°48'08" West 774.66 feet,

South 36°50'46" West 483.60 feet to a point in the Southern right-of-way line of Dune Road; thence, with said Dune Road right-of-way, continuing to cross Tract "A: and former Tract Number 1, the following courses and distances:

EXHIBIT "A"
PROPERTY DESCRIPTION
(Page 2 of 2)

South 54°21'22" East, crossing a line between former Tract Number 1 and former Tract "A", at approximately 60 feet, in all 626.34 feet,

South 64°43'40" East 257.66 feet,
South 82°33'37" East 293.47 feet,
South 66°50'57" East 157.70 feet,
South 29°20'07" East 138.80 feet,
South 04°11'57" East 274.54 feet to a point on said boundary line, a line between Tract "A" and said Navy lands; thence, leaving said Dune Road, and with said boundary line, a line beteen Tract "A" and said Navy lands, continuing to cross former Tract "A",

North 86°19'42" West, crossing a line between former Tract Number 1 and former Tract "A" at approximately 990 feet, in all 1,823.85 feet to the place of beginning, containing 94.24 acres, more or less, which includes the following described 11.99 acre area restricted to surface use only.

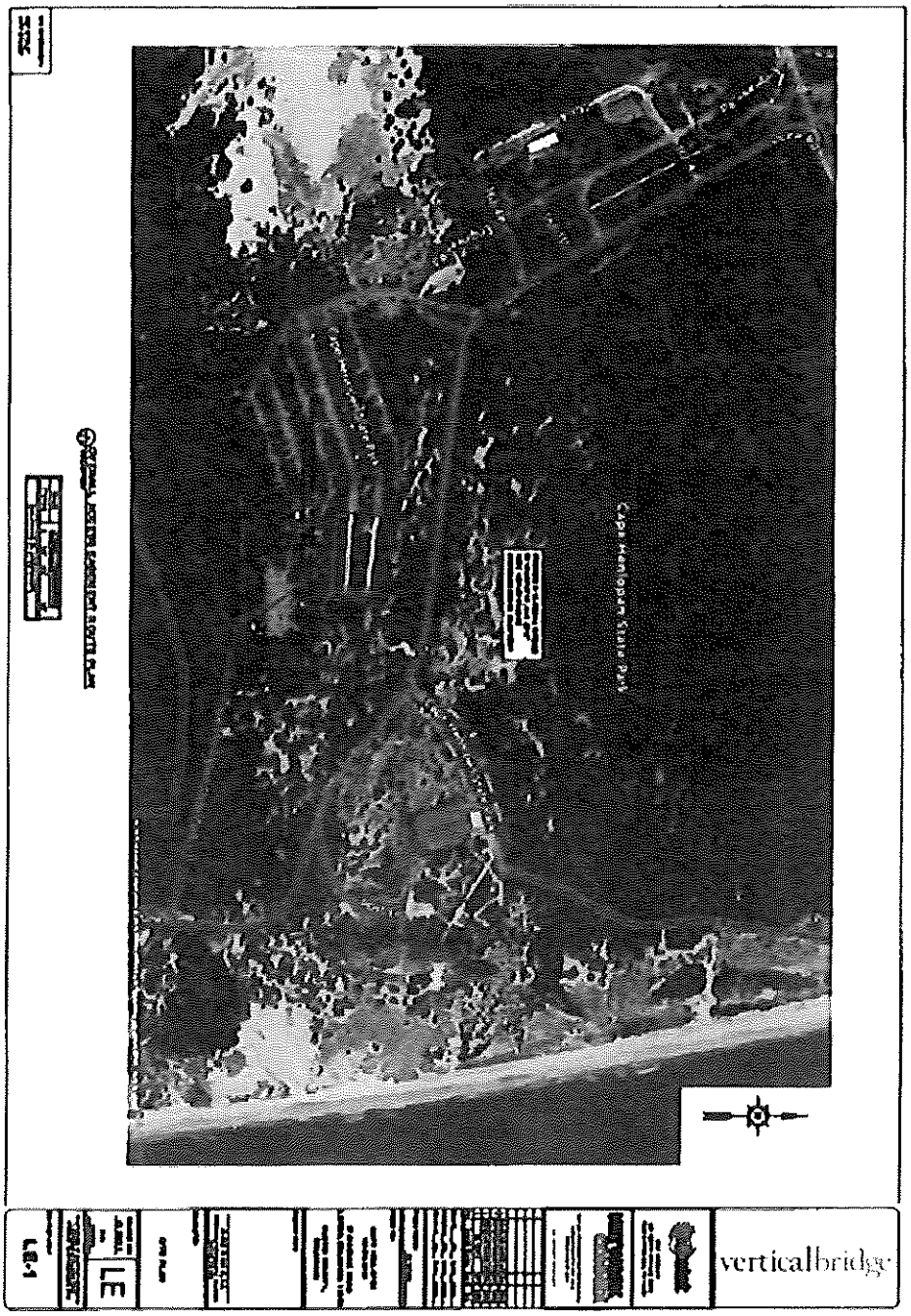
Beginning at the point on the Western right-of-way line of said Butts Road within Tract "A" and former Tract Number 1, as noted in the foregoing description; thence, leaving said Butts Road, and crossing Tract "A" and former Tract Number 1, the following courses and distances:

North 65°22'47" West 983.00 feet,
North 24°37'13" East 331.00 feet,
South 65°22'47" East, crossing the center of said Butts Road at approximately 890 feet, in all 1,619.70 feet
South 24°37'13" West 245.00 feet,
North 80°20'47" West 333.00 feet,
North 65°22'47" West 315.00 feet to the place of beginning.

Parcel No. 335-9.00-23.00

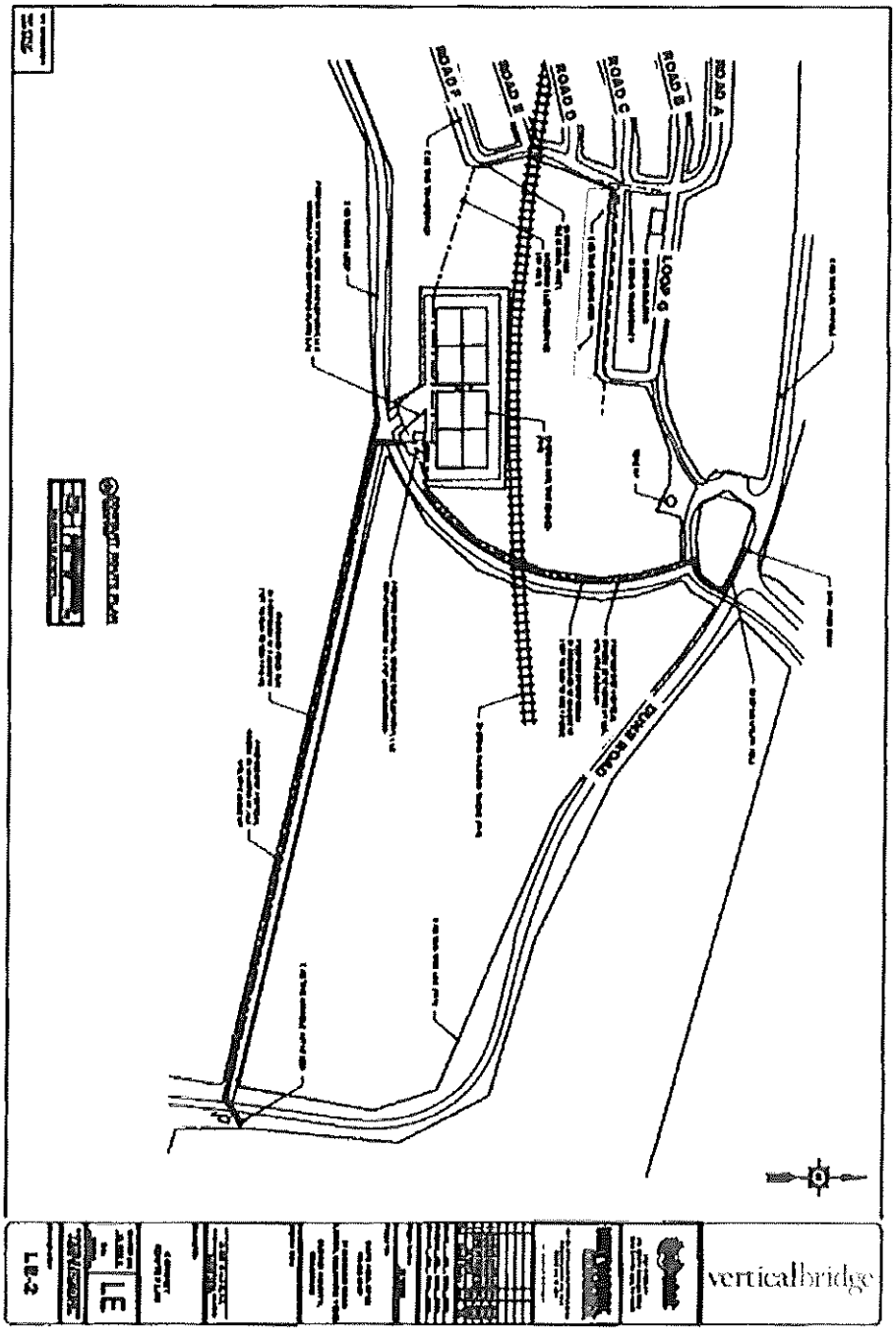
This being the same property conveyed to State of Delaware, Department of Natural Resources and Environmental Control from United States of America in deed dated May 14, 1980 and recorded June 3, 1980 in Book 1009 Page 93 as Instrument No. 6363.

EXHIBIT "B"
PREMISES and ACCESS/UTILITY LICENSE DESCRIPTION;
DEPICTION OF LESSEE'S COMMUNICATIONS EQUIPMENT
(Page 1 of 5)



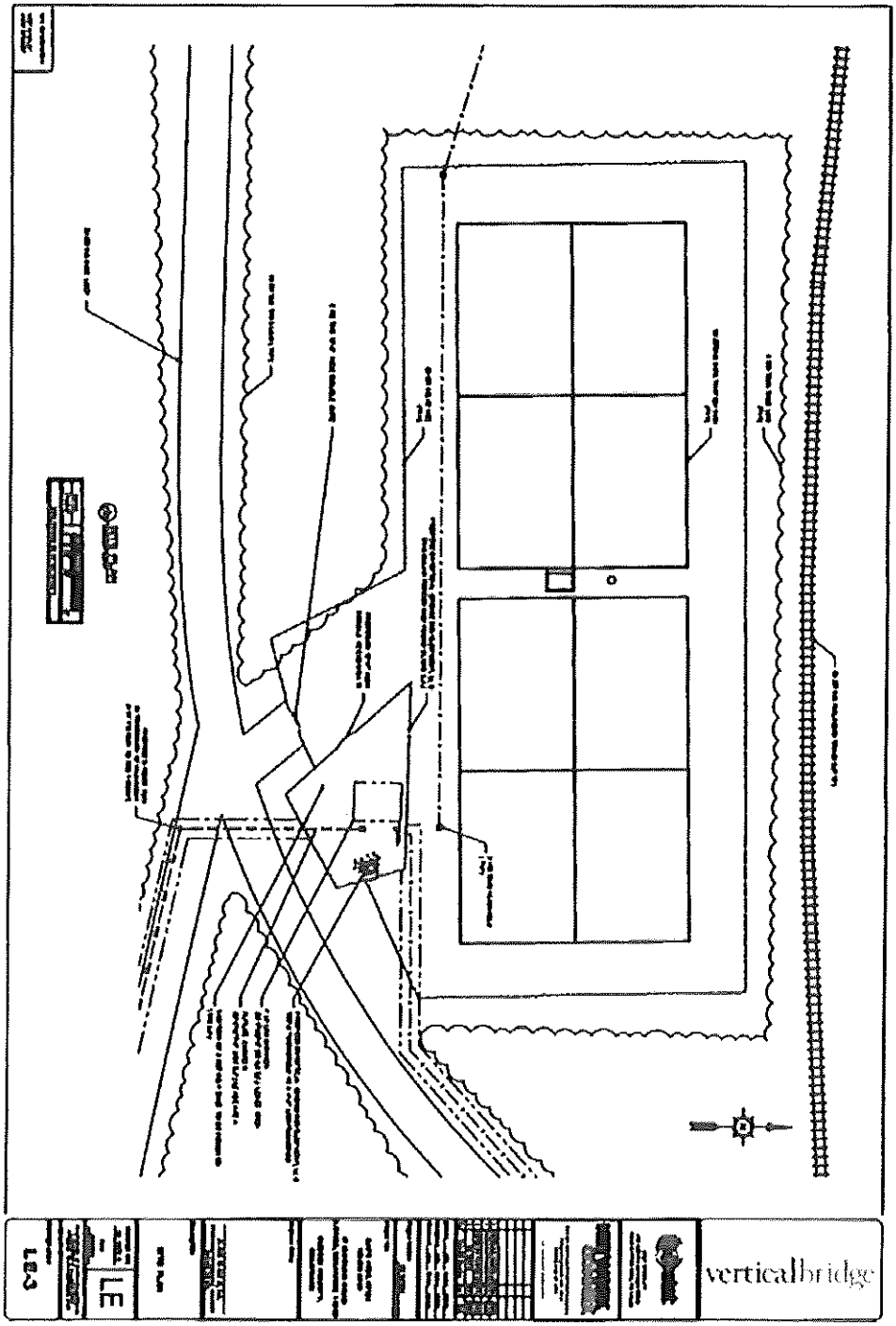
Lessee Site No: US-DE-5062
Lessee Site Name: Cape Henlopen State Park

EXHIBIT "B"
PREMISES and ACCESS/UTILITY LICENSE DESCRIPTION
(Page 2 of 5)



Lessee Site No: US-DE 5062
Lessee Site Name: Cape Henlopen State Park

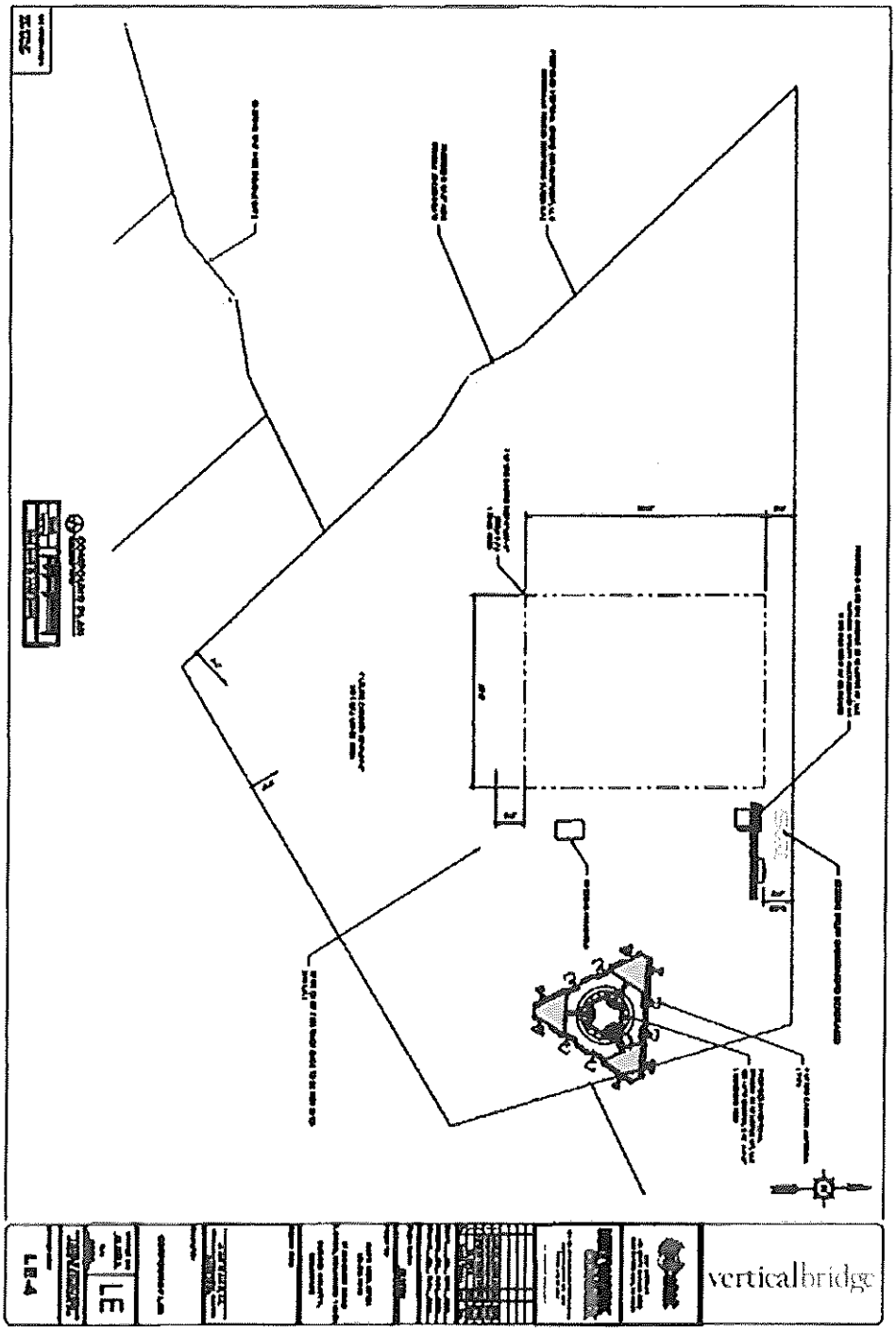
EXHIBIT "B"
PREMISES and ACCESS/UTILITY LICENSE DESCRIPTION
(Page 3 of 5)



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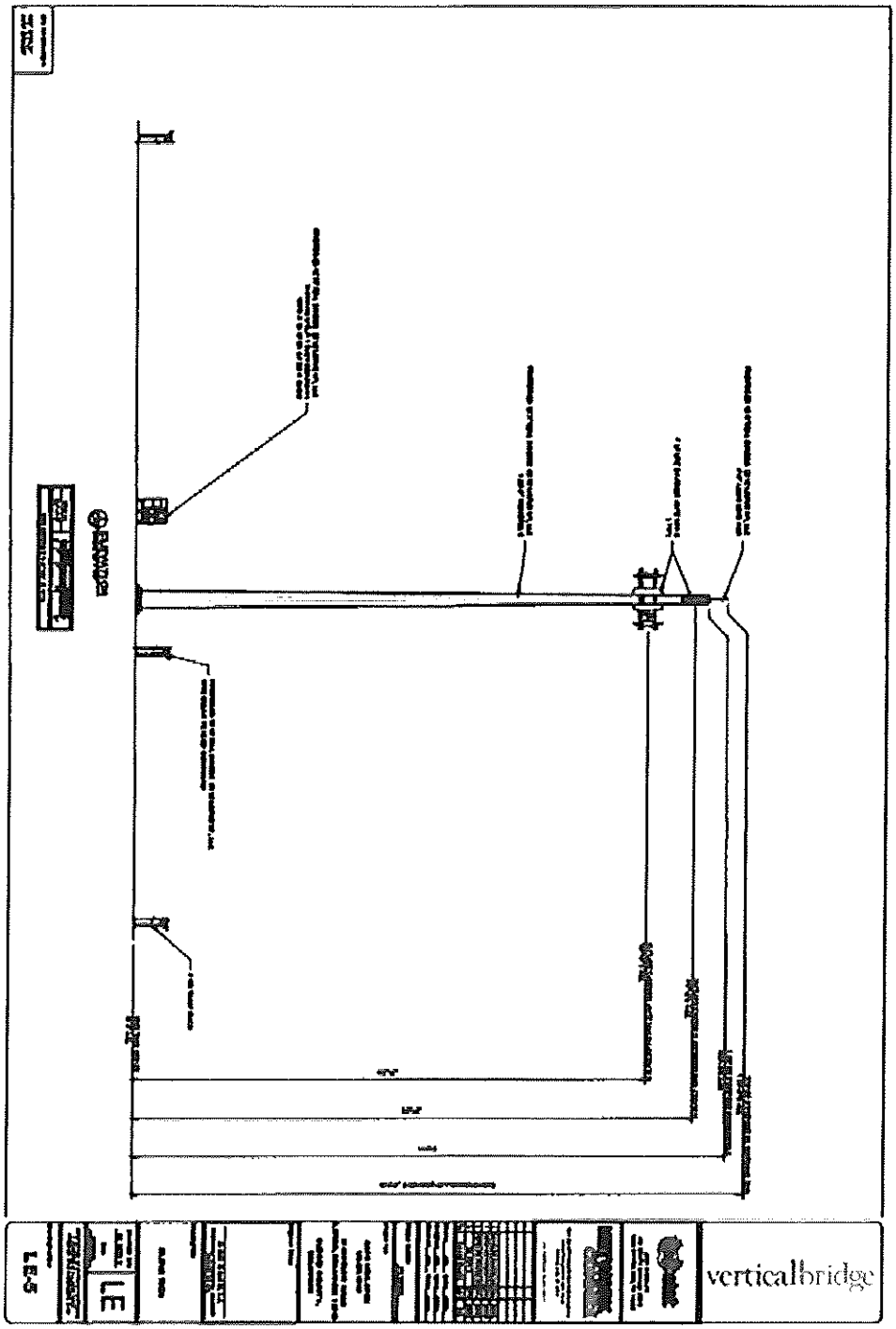
Lessee Site No: US-DE-5062
Lessee Site Name: Cape Henlopen State Park

EXHIBIT "B"
PREMISES and ACCESS/UTILITY LICENSE DESCRIPTION
(Page 4 of 5)



Lessee Site No: US-DE-5062
Lessee Site Name: Cape Henlopen State Park

EXHIBIT "B"
PREMISES and ACCESS/UTILITY LICENSE DESCRIPTION
(Page 5 of 5)



Lessee Site No: US-DE-5062
Lessee Site Name: Cape Henlopen State Park

EXHIBIT "C"
Memorandum of Lease
(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

Vertical Bridge Development, LLC
[redacted]
Attn: General Counsel

Site Name: Cape Henlopen State Park
Site Number: US-DE-5062
Commitment #: _____

MEMORANDUM OF LEASE

This Memorandum of Lease (this "**Memorandum**") evidences a Lease Agreement (the "**Lease**") between **State of Delaware Department of Natural Resources and Environmental Control** ("**Lessor**"), whose address is [redacted], and **Vertical Bridge Development, LLC**, a Delaware limited liability company ("**Lessee**"), whose address is [redacted] dated the _____ day of _____, 20_____ (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Lessor hereby ratifies, restates and confirms the lease to Lessee of the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is _____. The Lease provides for the lease by Lessor to Lessee of the Premises for an initial term of five (5) years with four (4) renewal option(s) of an additional five (5) years each, and further provides:

1. Restrictions on Lessor's ability to utilize, or allow the utilization of a portion of the Property for the construction, operation and/or maintenance of Communications Equipment (as defined in the Lease);

2. The Premises may be used exclusively by Lessee for erecting, installing, operating and maintaining Communications Equipment; and

3. Lessee is entitled to sublease and/or license the Premises, including any Communications Equipment located thereon, subject to certain conditions set forth in the Lease.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Lessor and Lessee and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

WITNESSES:	LESSOR:
Name: Brandon Holston	**State of Delaware Department of Natural Resources and Environmental Control,** a Delaware municipality By: _____ Name: Gregory Patterson Title: Secretary Date: Feb. 25, 2026
Name: _____	

STATE OF Delaware

COUNTY OF Kent

BE IT REMEMBERED, That on this 25th day of February, 2026, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Elizabeth Burnette (name of signatory), the Senior Administrative Specialist (title of signatory) State of Delaware Department of Natural Resources and Environmental Control, a Delaware municipality, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed and the act and deed of said company, and that such was duly authorized by said company.

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

Notary Public

Print Name: Elizabeth Burnette

My Commission Expires: July 16, 2026

ELIZABETH F BURNETTE
Notary Public
State of Delaware
My Commission Expires On
July 16, 2026

Docusign Envelope ID: FCFD63D4-D308-4177-AF77-A006643435F8

(Lessee's Signature Page to Memorandum of Lease)

WITNESSES:	**LESSEE:**
Name: Jason Alva	**Vertical Bridge Development, LLC** a Delaware limited liability company By: _____
Name: Carina DeJonas	Name: Randy Wilson Vice President Development Title: _____ Date: 3/10/2020

STATE OF FLORIDA

Leasing Ops DS LJ

COUNTY OF PALM BEACH

BE IT REMEMBERED, That on this _____ day of _____, 20___ _____, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____ (name of signatory), the _____ _____ (title of signatory) of Vertical Bridge Development, LLC , a company of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed and the act and deed of said company, and that such was duly authorized by said company.

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

_____
Notary Public

Print Name:_____

My Commission Expires:_____

EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property
(may be updated by Lessee upon receipt of final legal description from title)

A certain parcel of land situate in the State of Delaware, Sussex County, being a portion of Tract "A" of the First Army Recreation Area, part of former Tract "A" and former Tract Number 1 of Fort Miles Military Reservation, owned by the United States of America, hereinafter referenced to by Tract Numbers, and more particularly bounded and described as follows:

Beginning at a corner on the military reservation boundary line common to Tract "A" and lands now or formerly owned by the State of Delaware, in a line of lands now or formerly owned by the Department of the Navy, being in the Northern right-of-way line of High Road within former Tract Number 1; thence, leaving said High Road and said Navy lands, and crossing former Tract Number 1 along said boundary line, a line between Tract "A" and said State lands, the following courses and distances.

North 00°07'15" West, crossing the center of Dune Road at approximately 960 feet, in all 2,370.01 feet,

North 70°15'11" East 828.73 feet,

South 74°44'42" East, crossing the center of Butts Road at approximately 1,100 feet, in all 1,824.28 feet to a corner common to Tract "A" and said State lands, in a line of former Tract Number 1 in the high water line of the Atlantic Ocean; thence, leaving said State lands, and with a common line of Tract "A" and former Tract Number 1, along the meanders of said high water -line, continuing with said boundary line,

Southerly 548.66 feet to a point; thence, leaving said boundary and said high water line, and crossing Tract "A" and former Tract

Number 1 the following courses and distances:

North 65°22'47" West 291.00 feet,
South 24°37'13" West 245.00 feet,
North 80°20'47" West 333.00 feet,
North 65°22'47" West 315.00 feet to a point on the Western
right-of-way line of said Butts Road, said point being the point of beginning for a surface use only area, thence, with said Butts Road right-of-way, continuing to cross Tract "A" and former Tract Number 1,

South 23°38'15" West 333.56 feet to a point, thence, leaving said Butts Road and continuing to cross Tract "A" and former Tract Number 1, the following courses and distances:

South 75°48'08" West 774.66 feet,

South 36°50'46" West 483.60 feet to a point in the Southern right-of-way line of Dune Road; thence, with said Dune Road right-of-way, continuing to cross Tract "A: and former Tract Number 1, the following courses and distances:

EXHIBIT A
(TO MEMORANDUM OF LEASE)

South 54°21'22" East, crossing a line between former Tract Number 1 and former Tract "A", at approximately 60 feet, in all 626.34 feet,

South 64°43'40" East 257.66 feet,
South 82°33'37" East 293.47 feet,
South 66°50'57" East 157.70 feet,
South 29°20'07" East 138.80 feet,
South 04°11'57" East 274.54 feet to a point on said boundary line, a line between Tract "A" and said Navy lands; thence, leaving said Dune Road, and with said boundary line, a line beteen Tract "A" and said Navy lands, continuing to cross former Tract "A",

North 86°19'42" West, crossing a line between former Tract Number 1 and former Tract "A" at approximately 990 feet, in all 1,823.85 feet to the place of beginning, containing 94.24 acres, more or less, which includes the following described 11.99 acre area restricted to surface use only.

Beginning at the point on the Western right-of-way line of said Butts Road within Tract "A" and former Tract Number 1, as noted in the foregoing description; thence, leaving said Butts Road, and crossing Tract "A" and former Tract Number 1, the following courses and distances:

North 65°22'47" West 983.00 feet,
North 24°37'13" East 331.00 feet,
South 65°22'47" East, crossing the center of said Butts Road at approximately 890 feet, in all 1,619.70 feet
South 24°37'13" West 245.00 feet,
North 80°20'47" West 333.00 feet,
North 65°22'47" West 315.00 feet to the place of beginning.

Parcel No. 335-9.00-23.00

This being the same property conveyed to State of Delaware, Department of Natural Resources and Environmental Control from United States of America in deed dated May 14, 1980 and recorded June 3, 1980 in Book 1009 Page 93 as Instrument No. 6363.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Lessor and Lessee for Lessee (and Lessee's guests, agents, customers, sublessees, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area

The Premises

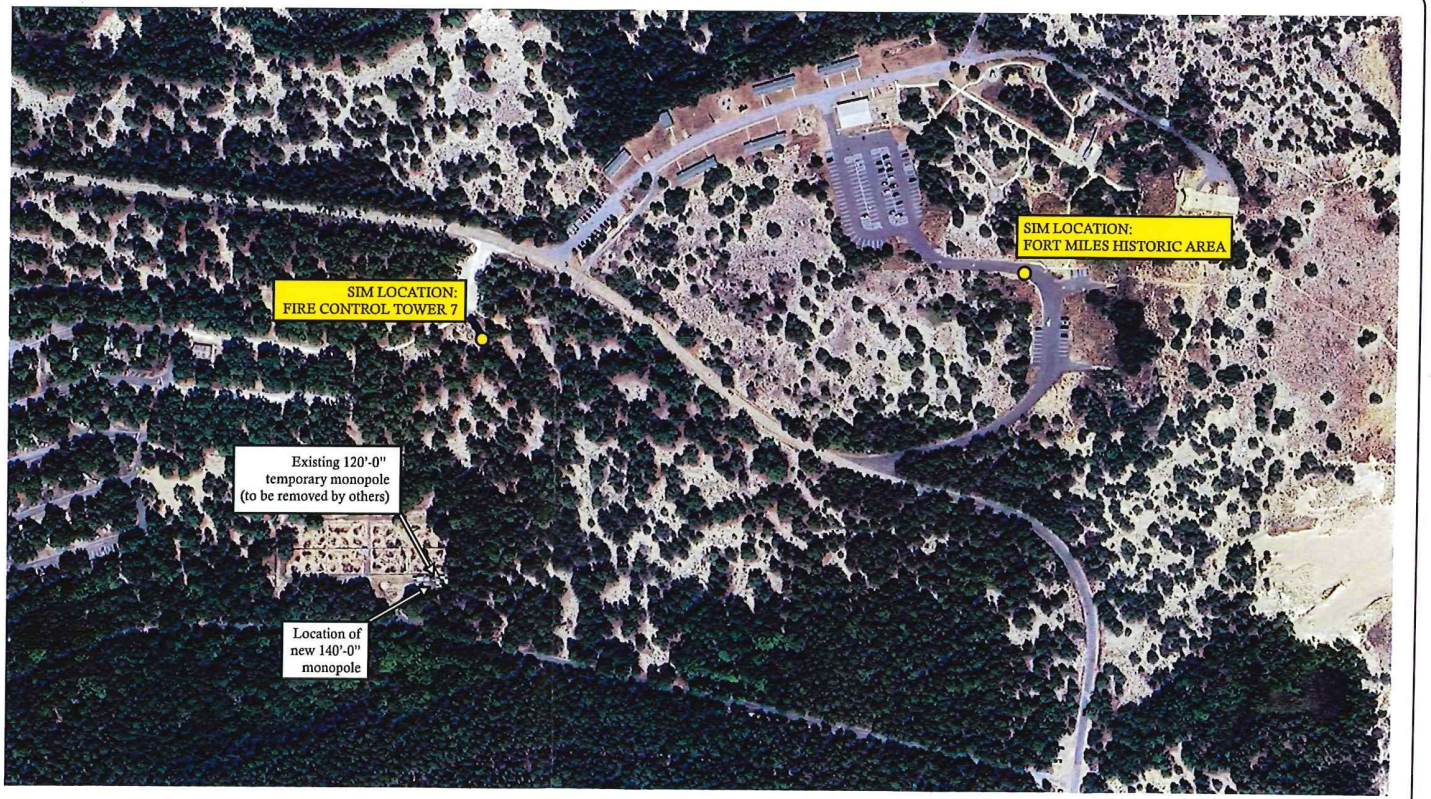
[Insert Description / Graphic]

verticalbridge

verticalbridge

CAPE HENLOPEN

37468 DUNE ROAD
LEWES, DELAWARE 19958



SITE ADDRESS:	37468 DUNE ROAD LEWES, DELAWARE
SITE COORDINATES:	N 38° 46' 29.36" (NAD 83) W 75° 05' 35.00" (NAD 83)

This photo simulation is being provided as a conceptual representation of the proposed wireless facility.
For exact dimensions and design, please refer to the submitted plans.
Network Connex is not responsible for post simulation production design changes, scaling error, omissions, color discrepancies, material variances or any construction related concern

REV DATE: 05/13/2025

PHOTO SIMULATION CREATED BY:

NETWORK CONNEX

7151 COLUMBIA GATEWAY DRIVE, SUITE A
COLUMBIA, MARYLAND 21046
PHONE: (443) 367-0003
www.networkconnex.com



Existing Conditions



Proposed Site Build

NETWORK CONNEX
7151 COLUMBIA GATEWAY DRIVE, SUITE A
COLUMBIA, MARYLAND 21046
PHONE: (443) 367-0003
www.networkconnex.com

FORT MILES HISTORIC AREA



Existing Conditions



Proposed Site Build

NETWORK CONNEX
7151 COLUMBIA GATEWAY DRIVE, SUITE A
COLUMBIA, MARYLAND 21046
PHONE: (443) 367-0033
www.networkconnex.com

FIRE CONTROL TOWER 7

Antenna System
New Site Build

- LTE 700, 850, 1900 & AWS
- NEW ANTENNAS & EQUIPMENT
- IMPROVE QUALITY OF SERVICE

at&t MOBILITY

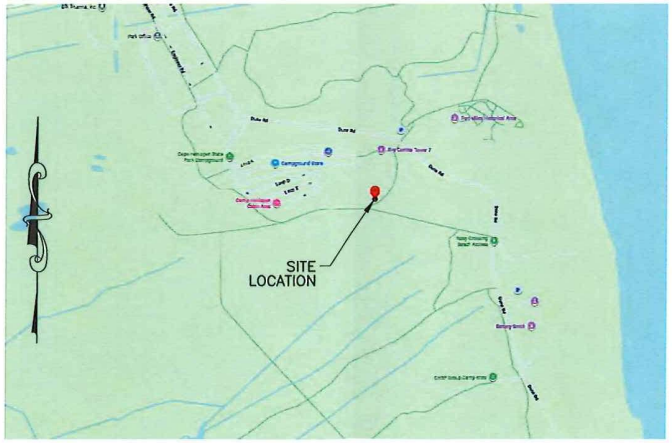
AT&T MOBILITY
PACE ID: MRPHL060057 / IWM: WSPHL0024238
SITE NUMBER: SIDE005944 / PTN NUMBER: 2254A1BTCQ
SITE NAME: CAPE HENLOPEN STATE PARK - FA# 14404082
TOWER OWNER: VERTICAL BRIDGE (US-DE-5062)

SHEET	DRAWING INDEX	REV	DATE
T1	TITLE SHEET	A	09/15/26
C1	GENERAL NOTES	A	09/15/26
S2	SURVEY (BY OTHERS)	A	07/31/26
S3	SURVEY (BY OTHERS)	A	07/31/26
S4	SURVEY (BY OTHERS)	A	07/31/26
C2	COMPOUND PLAN	A	09/15/26
C2.1	EQUIPMENT PLAN	A	09/15/26
C3	ELEVATION VIEW & RF DETAILS	A	09/15/26
C3.1	ANTENNA & CABLE CONFIGURATION	A	09/15/26
C4	ANTENNA, COAX & ICE BRIDGE DETAILS	A	09/15/26
C5	ANTENNA DETAILS	A	09/15/26
C6	CABLE COLOR CODING	A	09/15/26
C7	SURGE DETAILS	A	09/15/26
C8	CONCRETE PAD DETAILS	A	09/15/26
E1	GROUNDING & RF NOTES	A	09/15/26
E2	ETTCS GENERAL NOTES	A	09/15/26
E3	ELECTRICAL & ETTCS PLAN	A	09/15/26
E4	GROUNDING PLAN	A	09/15/26
E5	CONDUIT DETAILS	A	09/15/26
E6	GROUNDING DETAILS	A	09/15/26
E7	ELECTRICAL DETAILS	A	09/15/26

DIRECTIONS:

FROM AT&T OFFICE: GET ON I-476 S FORM LANCASTER AVE. CONTINUE ON I-476 S. TAKE I-95 S TO DE-1 S IN DOVER. FOLLOW DE-1 S AND US-9 N TO CAPE HENLOPEN STATE PARK IN SUSSEX COUNTY.

VICINITY MAP



NOT TO SCALE

SITE INFORMATION

SCOPE OF WORK:	THE INSTALLATION OF NEW AT&T EQUIPMENT ON AN EXISTING MONOPOLE AND AT GROUND LEVEL WITHIN AN EXISTING FENCED COMPOUND, INCLUDING OF A WUC AND (1) GENERATOR MOUNTED ON CONCRETE PADS AND THE INSTALLATION OF (3) SECTOR FRAMES, (6) ANTENNAS, (3) DUAL C-BAND\DOD ANTENNAS, (2) DC9, & (9) RRH'S MOUNTED ON THE EXISTING TOWER. THE INSTALLATION OF (4) DC CABLES & (2) FIBER CABLE ROUTED UP TOWER.
SITE ADDRESS:	37468 DUNE DRIVE LEWES, DE 19958
PROPERTY OWNER:	STATE OF DELAWARE, DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
TOWER OWNER:	THE TOWERS LLC 22 WEST ATLANTIC AVENUE, SUITE 310 DELRAY BEACH, FL 33444
APPLICANT:	AT&T MOBILITY CORP. 60 WEST AVE WAYNE, PA 19087
LATITUDE (NAD 83): LONGITUDE (NAD 83):	N 38° 46' 29.01" (38.774722) W 75° 05' 35.03" (-75.093056)
CURRENT USE: PROPOSED USE:	TELECOMMUNICATIONS FACILITY TELECOMMUNICATIONS FACILITY
JURISDICTION:	SUSSEX COUNTY
ELECTRIC CONTACT:	LEWIS PUBLIC WORKS
TELCO CONTACT:	VERIZON

SITE QUALIFICATION PARTICIPANTS

	NAME	COMPANY	NUMBER
A/E	MARK ZAGAME	INFRASERVICES	
SAC	CHRIS ROONEY	INFRASERVICES	(610) 992-4101
CM	DEREK OLSON	INFRASERVICES	(610) 992-4101
PM	CHRIS GEHLHAUS	AT&T	

REVIEWED BY:

at&t OPERATIONS DATE

APPROVED BY:

INFRASERVICES DATE

OWNER DATE

JURISDICTION DATE

WILLIAM PANEK REGISTERED No. 12321 DELAWARE PROFESSIONAL ENGINEER

9/13/26

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT, UNLESS EXPLICITLY AGREED TO BY THE ENGINEER IN WRITING. THE ENGINEER DISCLAIMS ALL LIABILITY ASSOCIATED WITH THE REUSE, ALTERATION OR MODIFICATION OF THE CONTENTS HEREIN

INFRASERVICES
1787 SENTRY PARKWAY W
VEVA 18, SUITE 100
BLUE BELL, PA 19422

at&t MOBILITY
60 WEST AVE
WAYNE, PA 19087

SITE NO. SIDE005944
CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	--

SCALE: DESIGNED: CHECKED: --

TITLE SHEET

FA #	DRAWING NUMBER	REV
14404082	T1	0

GENERAL NOTES:

1. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE AND IS NOT FOR HUMAN HABITAT. (NO HANDICAP ACCESS IS REQUIRED).
2. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY at&t TECHNICIANS.
3. NO NOISE, SMOKE, DUST, ODOR OR VIBRATIONS WILL RESULT FROM THIS PROPOSAL.
4. OUTDOOR STORAGE AND SOLID WASTE CONTAINERS ARE NOT PROPOSED.
5. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE at&t SYSTEM GROUNDING STANDARD DATED JUNE 2011 TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GSM/GPRS WIRELESS SITES, "TECHNICAL SPECIFICATION FOR FACILITY GROUNDING". IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
6. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATION.
7. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION.
8. SUBCONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
9. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND DRAWINGS PROVIDED BY THE SITE OWNER. SUBCONTRACTOR SHALL NOTIFY at&t OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
10. NO WHITE STROBIC LIGHTS ARE PERMITTED. LIGHTING, IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.
11. ALL SIGNS SHALL BE FURNISHED AND INSTALLED AT ALL at&t WIRELESS SERVICES SITES IN ACCORDANCE WITH AT&T RF SAFETY SIGNAGE POSTING RULES FOR MACRO SITES DATED APRIL 2024.
12. NO ADDITIONAL PARKING TO BE PROPOSED. EXISTING ACCESS AND PARKING TO BE USED.
13. NO LANDSCAPING IS PROPOSED AT THIS SITE.
14.

TYPICAL MINIMUM BEND RADII		
COAX DIAMETER	ANDREW	COMMSCOPE
1/2" SUPERFLEX	1.25"	1.25"
1/2"	5"	2"
7/8"	10"	5"
1 1/4"	15"	8"
1 5/8"	20"	15"

15. ALL COAXIAL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS.

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
   CONTRACTOR – CONTRACTOR
   SUBCONTRACTOR – GENERAL CONTRACTOR (CONSTRUCTION)
   OWNER – at&t WIRELESS
2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
3. DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO SHOW OUTLINE ONLY.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
8. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR AND SITE OWNER.
9. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
10. THE SUBCONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
11. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY & D) TRENCHING & EXCAVATION.
12. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
13. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
14. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
15. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE BTS EQUIPMENT.
18. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
19. THE SUBCONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH OSHA REGULATIONS.
20. SUBCONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.

STRUCTURAL STEEL NOTES:

1. ALL STEEL WORK SHALL BE PAINTED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH ASTM A36 UNLESS OTHERWISE NOTED.
2. ALL WELDING SHALL BE PERFORMED USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC AND AWS D1.1. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION". PAINTED SURFACES SHALL BE TOUCHED UP.
3. BOLTED CONNECTIONS SHALL BE ASTM A325 BEARING TYPE (3/4"ø) CONNECTIONS AND SHALL HAVE MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
4. NON–STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" DIA. ASTM A 307 BOLTS UNLESS NOTED OTHERWISE.
5. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE. SPECIAL INSPECTIONS, REQUIRED BY GOVERNING CODES, SHALL BE PERFORMED IN ORDER TO MAINTAIN MANUFACTURER'S MAXIMUM ALLOWABLE LOADS.
6. ALL METAL WORK SHALL BE GALVANIZED IN ACCORDANCE WITH SPECIFICATION ASTM A123. ALL SHOP WELDED MEMBERS SHALL BE GALVANIZED AFTER WELDING.

WILLIAM PANEK REGISTERED No. 12321 DELAWARE PROFESSIONAL ENGINEER
9/13/26

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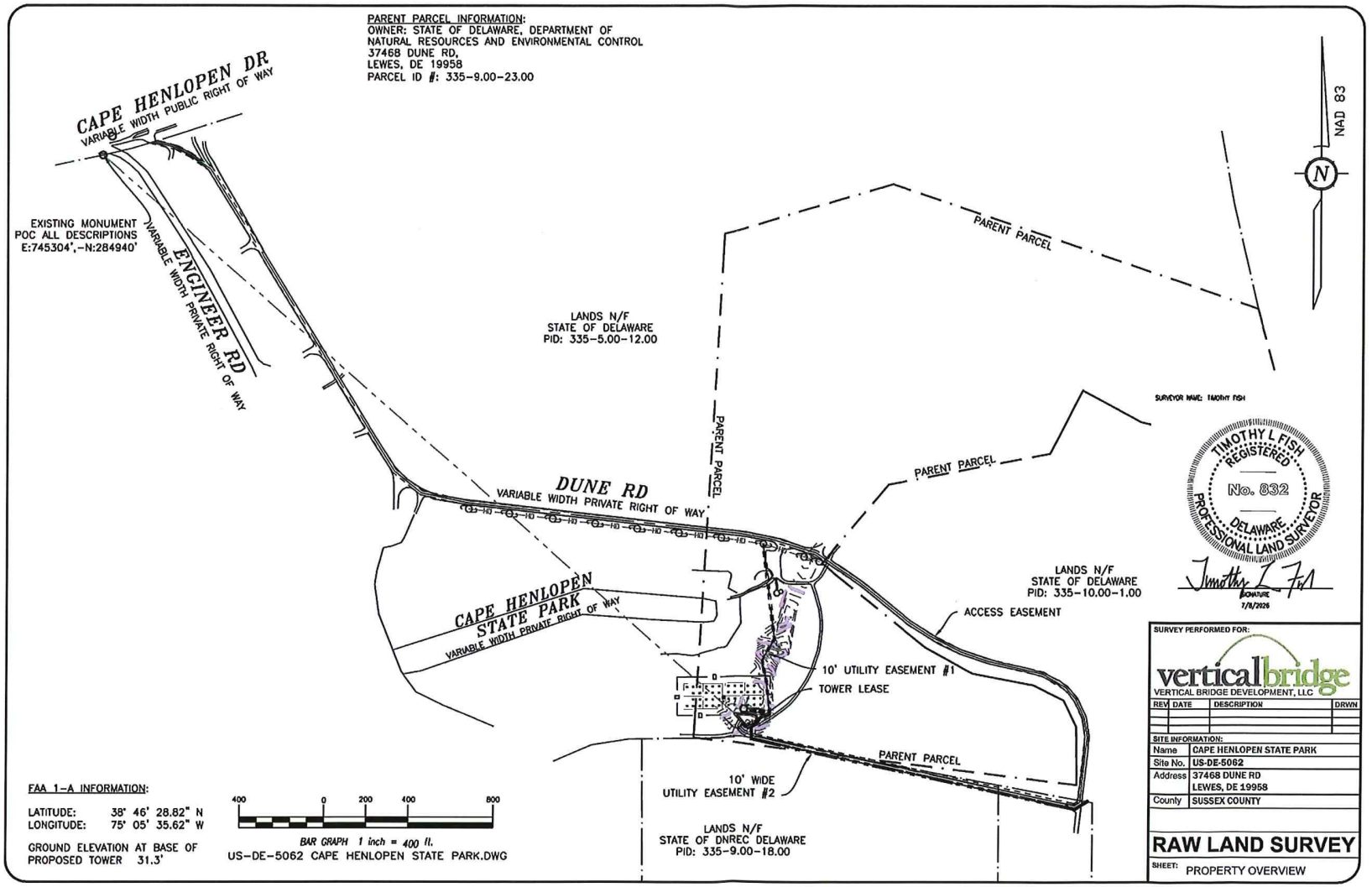
SITE NO. SIDE005944
CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

GENERAL NOTES

FA #	DRAWING NUMBER	REV
14404082	C1	0



verticalbridge

at&t

AT&T MOBILITY
200 NORTH WARNER ROAD
KING OF PRUSSIA, PA 19406

NETWORK CONNEX

7101 COLUMBIA GATEWAY DRIVE, SUITE A
COLUMBIA, MARYLAND 21046
PHONE: (443) 367-0003
www.networkconnex.com

A	90% REVIEW	NC	5/13/26
No.	Submittal / Revision	App.	Date

Drawn: ASE Date: 05/25
Designed: ASE Date: 05/25
Checked: MR Date:

Project Number
PR127904

Project Title
CAPE HENLOPEN
US-DE-5062
37468 DUNE ROAD
LEWES, DELAWARE 19958
SUSSEX COUNTY
SUSSEX COUNTY,
DELAWARE

Engineer Stamp
REFERENCE ONLY

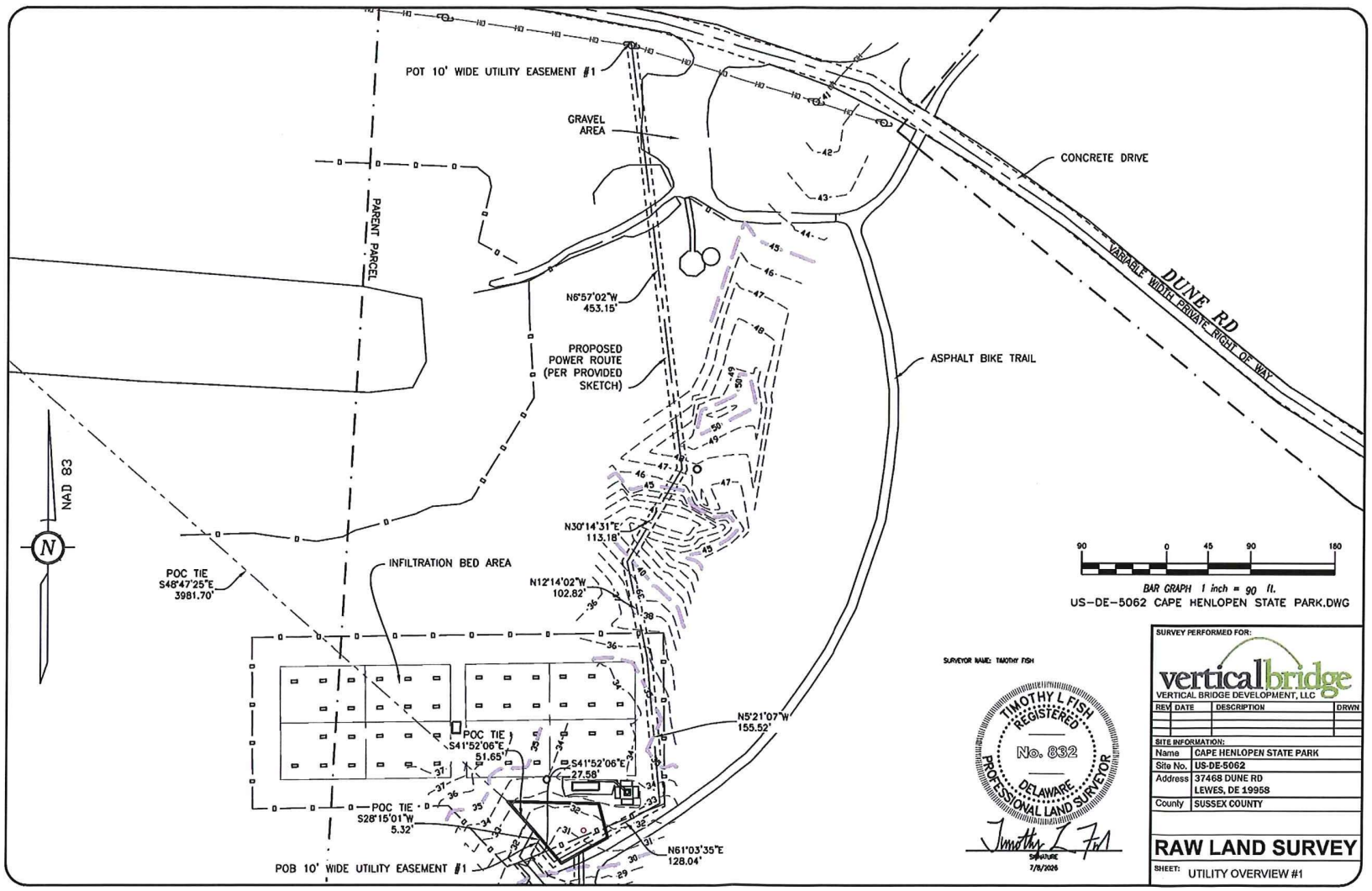
JACOB MINARDI, P.E.
DELAWARE PROFESSIONAL ENGINEER
LICENSE # 27250

Drawing Title
SURVEY
(BY OTHERS)

Drawing Scale:
AS NOTED
Date:
05/25/26
CD

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number
S-2



SURVEYOR NAME: TIMOTHY FISH

TIMOTHY L FISH REGISTERED No. 832 DELAWARE PROFESSIONAL LAND SURVEYOR

SIGNATURE 7/8/2026

SURVEY PERFORMED FOR:

vertical bridge
VERTICAL BRIDGE DEVELOPMENT, LLC

REV	DATE	DESCRIPTION	DRWN

SITE INFORMATION:

Name	CAPE HENLOPEN STATE PARK
Site No.	US-DE-5062
Address	37468 DUNE RD LEWES, DE 19958
County	SUSSEX COUNTY

RAW LAND SURVEY

SHEET: UTILITY OVERVIEW #1

vertical bridge

at&t
AT&T MOBILITY
200 NORTH WARNER ROAD
KING OF PRUSSIA, PA 19406

NETWORK CONNEX
7181 COLUMBIA GATEWAY DRIVE, SUITE A
COLUMBIA, MARYLAND 21046
PHONE: (443) 367-0003
www.networkconnex.com

A	90% REVIEW	AC	07/31/26
No.	Submittal / Revision	ACC	Date

Drawn: ASE Date: 05/25/
Designed: ASE Date: 05/25/
Checked: MRL Date:

Project Number
PR127904

Project Title
CAPE HENLOPEN
US-DE-5062
37468 DUNE ROAD
LEWES, DELAWARE 19958
SUSSEX COUNTY
SUSSEX COUNTY,
DELAWARE

Engineer Stamp
REFERENCE ONLY

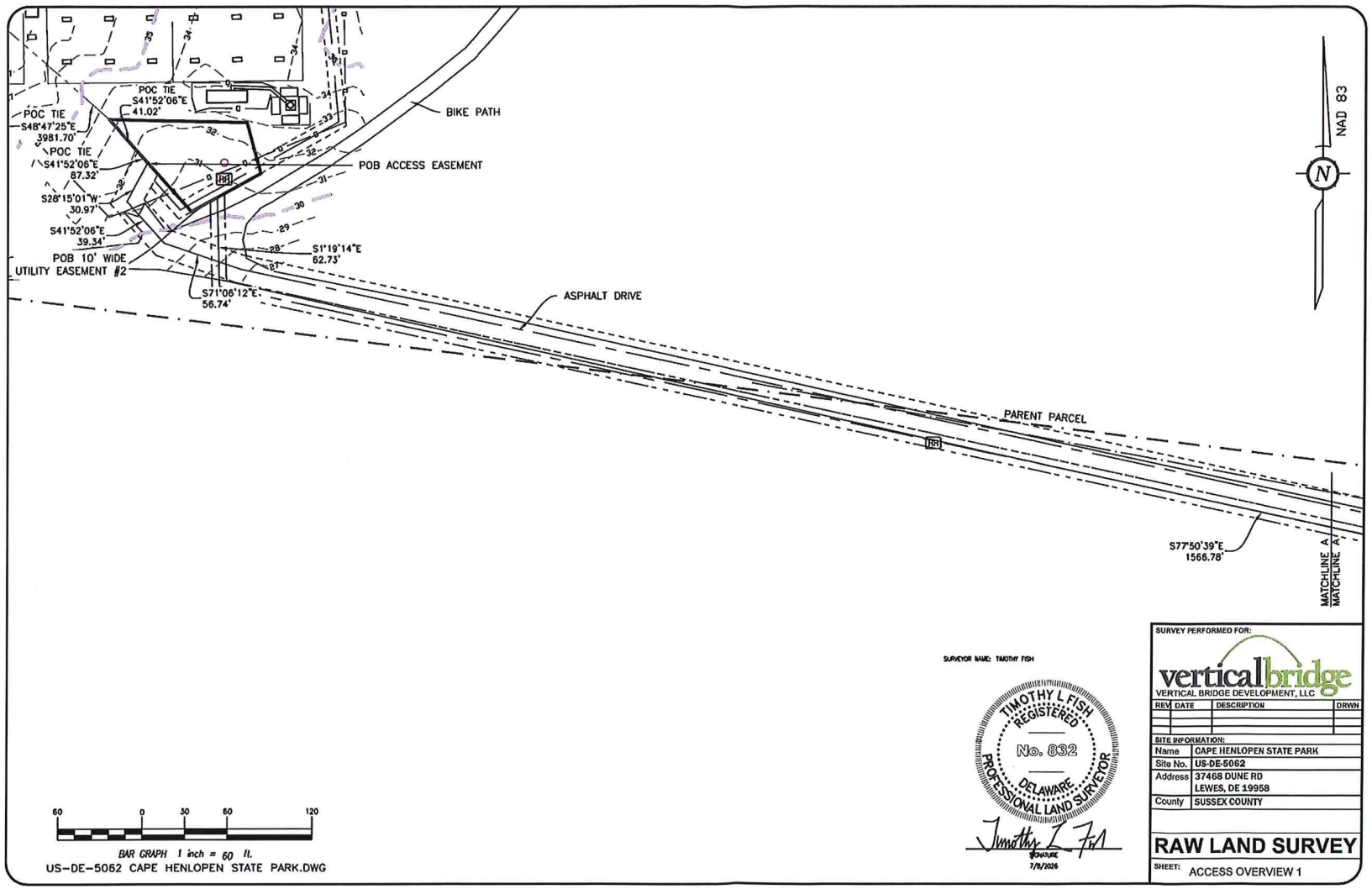
JACOB MINARDI, P.E.
DELAWARE PROFESSIONAL ENGINEER
LICENSE # 27250

Drawing Title
SURVEY
(BY OTHERS)

Drawing Scale: AS NOTED
Date: 05/25/26
CD

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number
S-3



SURVEYOR NAME: TIMOTHY FISH

TIMOTHY L FISH REGISTERED No. 832 DELAWARE PROFESSIONAL LAND SURVEYOR

SIGNATURE

7/8/2026

SURVEY PERFORMED FOR:

vertical bridge

VERTICAL BRIDGE DEVELOPMENT, LLC

REV	DATE	DESCRIPTION	DRWN

SITE INFORMATION:	
Name	CAPE HENLOPEN STATE PARK
Site No.	US-DE-5062
Address	37468 DUNE RD LEWES, DE 19958
County	SUSSEX COUNTY

RAW LAND SURVEY

SHEET: ACCESS OVERVIEW 1

vertical bridge

at&t

AT&T MOBILITY
200 NORTH WARNER ROAD
KING OF PRUSSIA, PA 19406

NETWORK CONNEX

7101 COLUMBIA GATEWAY DRIVE, SUITE A
COLUMBIA, MARYLAND 21046
PHONE: (443) 367-6003

www.networkconnex.com

No.	Submittal / Revision	Appr.	Date
A	90% REVIEW	NC	07/31/26

Drawn: ASF Date: 05/25
Designed: ASF Date: 05/25
Checked: MS Date:

Project Number
PR127904

Project Title

CAPE HENLOPEN
US-DE-5062
37468 DUNE ROAD
LEWES, DELAWARE 19958
SUSSEX COUNTY
SUSSEX COUNTY,
DELAWARE

Engineer Stamp

REFERENCE ONLY

JACOB MINARDI, P.E.
DELAWARE PROFESSIONAL ENGINEER
LICENSE # 27350

Drawing Title

SURVEY
(BY OTHERS)

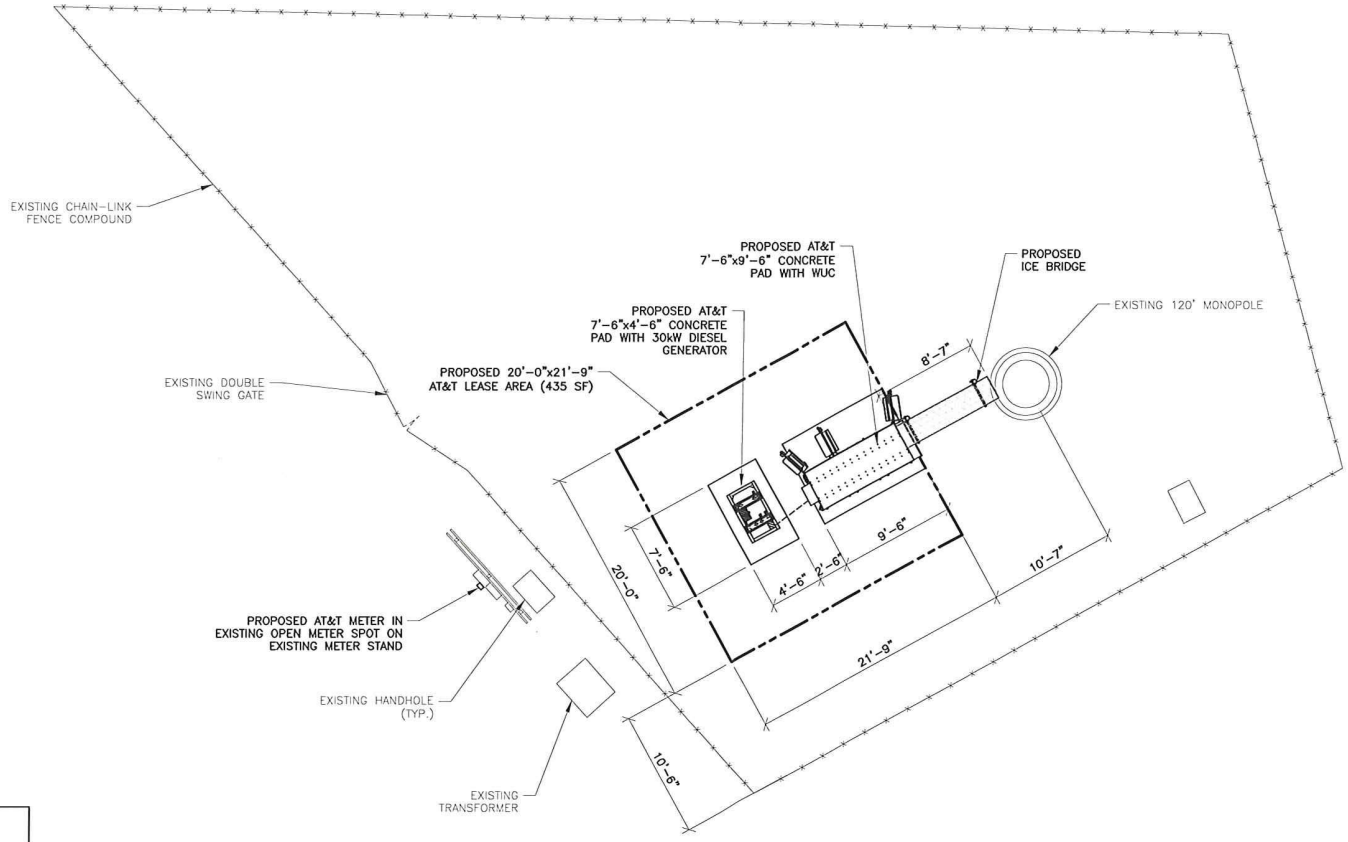
Drawing Scale: AS NOTED
Date: 05/25/26

CD

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number

S-4



CALLED NORTH

SYMBOLS AND MATERIALS

- DETAIL REFERENCE
- SECTIONS AND DETAILS
- CONCRETE
- EARTH
- GRAVEL/STONE

SITE LEGEND

- PROPERTY LINE
- FENCE LINE
- PP — PDU POWER CABLE
- BT — BIAS "T" CABLE
- PA — PDU ALARM CABLE

WILLIAM PANEK REGISTERED No. 12321 DELAWARE PROFESSIONAL ENGINEER
9/13/26

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24"x36" SCALE: 1"=5'
11"x17" SCALE: 1"=10'

COMPOUND PLAN | 1

INFRASERVICES
1787 SENTRY PARKWAY W
VEVA 18, SUITE 100
BLUE BELL, PA 19422

at&t MOBILITY
60 WEST AVE
WAYNE, PA 19087

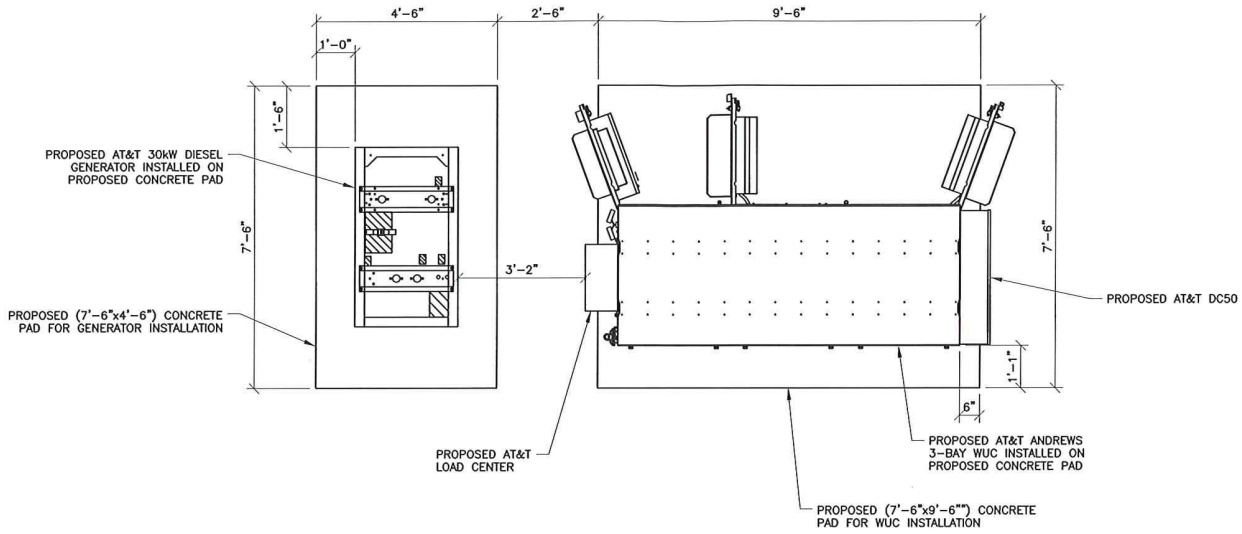
SITE NO. SIDE005944
CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

COMPOUND PLAN

FA #	DRAWING NUMBER	REV
14404082	C2	0





CALLED NORTH

1"=3'

3 0 3

24"x36" SCALE: 1"=1.5'
11"x17" SCALE: 1"=3'

WILLIAM PANEK
REGISTERED
No. 12321
PROFESSIONAL ENGINEER
DELAWARE

William Panek 9/13/26

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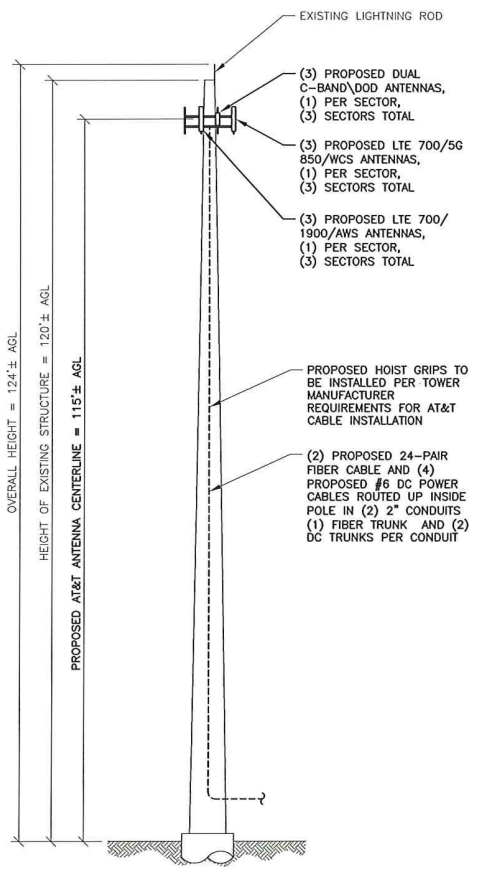
NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	--

SCALE: DESIGNED: CHECKED: --

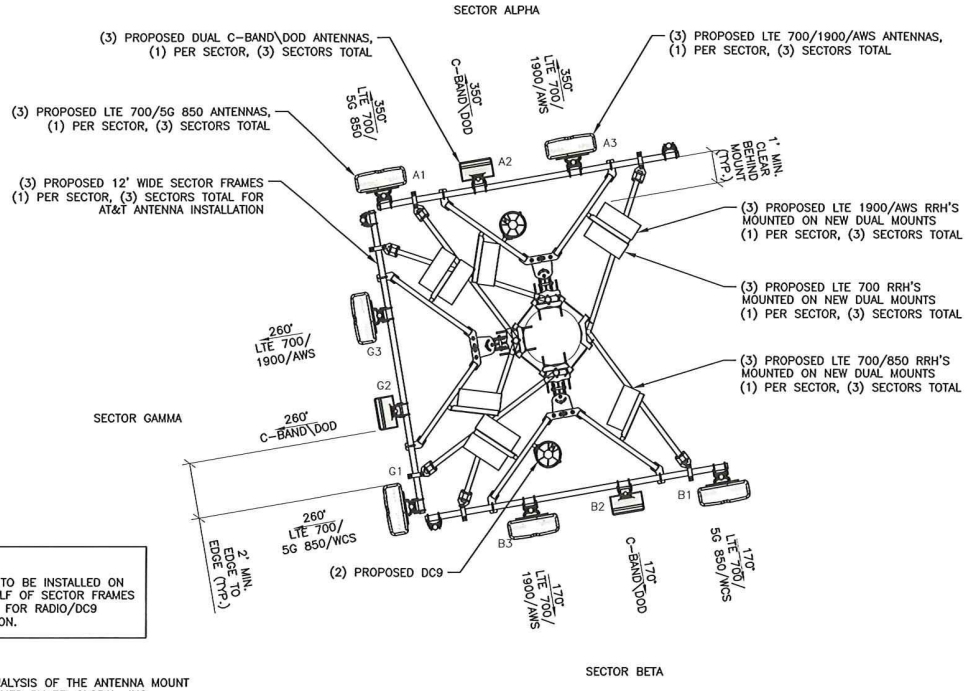
EQUIPMENT PLAN | 1

EQUIPMENT PLAN

FA #	DRAWING NUMBER	REV
14404082	C2.1	0



A STRUCTURAL ANALYSIS OF THIS TOWER WAS PERFORMED BY VERTICAL BRIDGE. CONTRACTOR SHALL CONFIRM THIS IS A PASSING STRUCTURAL ANALYSIS AND COORDINATE ANTENNA AND ASSOCIATED EQUIPMENT MOUNTING WITH THE SITE CONSTRUCTION MANAGER AND THE TOWER OWNER.



NOTE:

TIEBACKS TO BE INSTALLED ON LOWER HALF OF SECTOR FRAMES TO ALLOW FOR RADIO/DC9 INSTALLATION.

A MOUNT ANALYSIS OF THE ANTENNA MOUNT WAS PERFORMED BY EFI GLOBAL, INC.. CONTRACTOR SHALL REFER TO MOUNT ANALYSIS AND COORDINATE ANTENNA AND ASSOCIATED EQUIPMENT MOUNTING WITH THE SITE CONSTRUCTION MANAGER AND THE TOWER OWNER.

GENERAL NOTES:

1. HEIGHT IS FOR REFERENCE PURPOSE ONLY. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
2. CONTRACTOR SHALL PERFORM WORK DONE TO OR ON EXISTING STRUCTURE IN ACCORDANCE WITH OWNER PROVIDED STRUCTURAL ANALYSIS PREPARED BY OTHERS.

1"=5' (5 0 5)

* CONTRACTOR TO REFER TO FINAL RF CONFIGURATION PRIOR TO CONSTRUCTION.

WILLIAM PANEK REGISTERED No. 12321 DELAWARE PROFESSIONAL ENGINEER
9/13/26

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24"x36" SCALE: NTS
11"x17" SCALE: NTS
ELEVATION | 1

24"x36" SCALE: NTS
11"x17" SCALE: 1"=5'
PROPOSED ANTENNA FRAME LAYOUT | 2

INFRASERVICES
1787 SENTRY PARKWAY W
VEVA 18, SUITE 100
BLUE BELL, PA 19422

at&t MOBILITY
60 WEST AVE
WAYNE, PA 19087

SITE NO. SIDE005944
CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

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A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

ELEVATION VIEW & ANTENNA LAYOUT

FA #	DRAWING NUMBER	REV
14404082	C3	0

PROPOSED ANTENNA CONFIGURATION AND CABLE SCHEDULE

SUPPLIED BY AT&T WIRELESS, FROM RF CONFIG DATED 01/14/25 BY USER cs879B

SECTOR		ANTENNA	ANTENNA ℄ HEIGHT	AZIMUTH	TMA/RRU	DC SURGE	CABLE TYPE	CABLE LENGTH	DOWNTILTS (E)	DOWNTILTS (M)
A	1	NNHH-65C-R4 (N)	115' AGL	350°	(1) 4490 B5/B12A (N)	(2) DC9-48-60-24-8C-EV (N)	(2) 24-PAIR FIBER (0.40") (N) (4) #6 DC TRUNK (0.92") (N)	195' (N)	–	0°
	2	AIR6472 B77G/B77M (N)							–	0°
	3	NNH4-65C-R6-V3 (N)			(1) 4494 B14/B29 (N) (1) 4890 B25/B66 (N)				–	0°
	4									
B	1	NNHH-65C-R4 (N)	115' AGL	170°	(1) 4490 B5/B12A (N)				–	0°
	2	AIR6472 B77G/B77M (N)							–	0°
	3	NNH4-65C-R6-V3 (N)			(1) 4494 B14/B29 (N) (1) 4890 B25/B66 (N)				–	0°
	4									
C	1	NNHH-65C-R4 (N)	115' AGL	260°	(1) 4490 B5/B12A (N)				–	0°
	2	AIR6472 B77G/B77M (N)							–	0°
	3	NNH4-65C-R6-V3 (N)			(1) 4494 B14/B29 (N) (1) 4890 B25/B66 (N)				–	0°
	4									

NOTE: CONTRACTOR REQUIRED TO VERIFY AND DOCUMENT EXISTING AZIMUTHS AND DOWNTILTS

CONTRACTOR TO VERIFY RF DATA WITH AT&T WIRELESS CONSTRUCTION MANAGER AND/OR RF ENGINEER PRIOR TO INSTALLATION.

(N) = NEW
(F) = FUTURE
(E) = ELECTRICAL
(M) = MECHANICAL

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11"x17" SCALE: NTS

ANTENNA CONFIGURATION AND CABLE SCHEDULE | 1

INFRASERVICES
1787 SENTRY PARKWAY W
VEVA 18, SUITE 100
BLUE BELL, PA 19422

at&t MOBILITY
60 WEST AVE
WAYNE, PA 19087

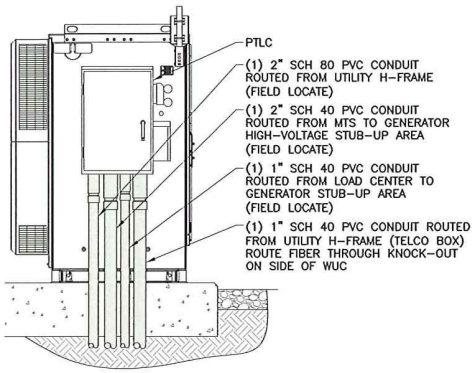
SITE NO. SIDE005944
CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

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0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

ANTENNA & CABLE CONFIGURATION

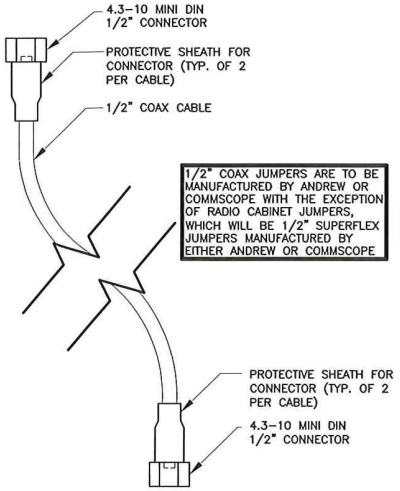
FA #	DRAWING NUMBER	REV
14404082	C3.1	0



2 LOAD CENTER DETAIL
SCALE: NOT TO SCALE

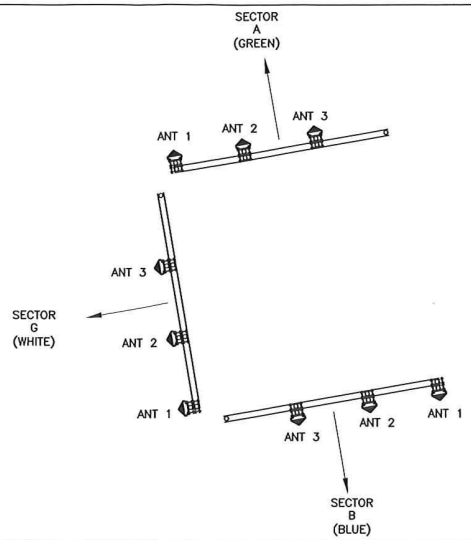
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11"x17" SCALE: NTS

LOAD CENTER DETAIL | 4



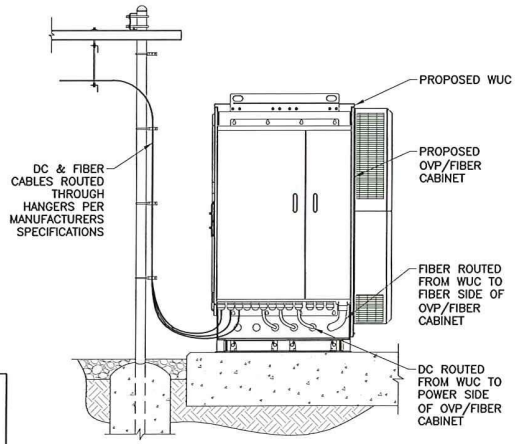
24"x36" SCALE: NTS
11"x17" SCALE: NTS

1/2" COAX JUMPER DETAIL | 5



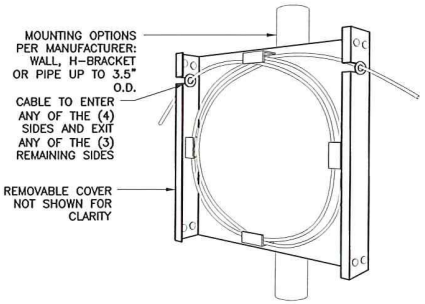
24"x36" SCALE: NTS
11"x17" SCALE: NTS

ANTENNA LABELING | 6



24"x36" SCALE: NTS
11"x17" SCALE: NTS

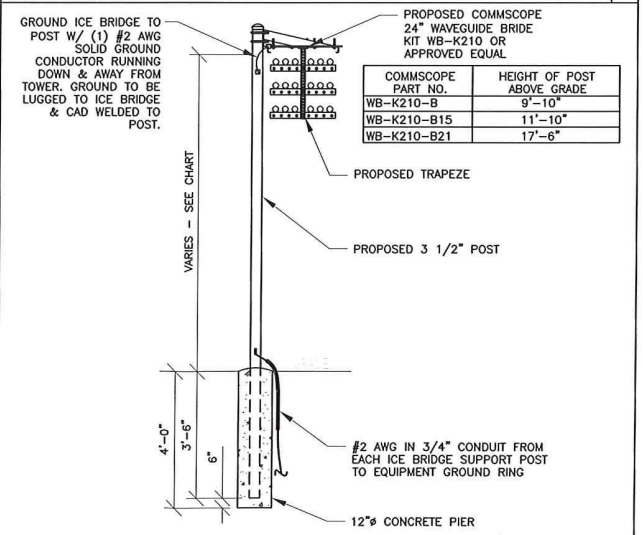
DC50 DETAIL | 3



MANUFACTURER: ROSENBERGER
MODEL: FB-15-ABOX CEQ 10505 (OR APPROVED EQUAL)
EXCESS FIBER CABLE ENCLOSURE
DIMENSIONS: 18"W X 18"H X 4"D
CAPACITY: 35m (115'±) OF 10MM CABLE

24"x36" SCALE: NTS
11"x17" SCALE: NTS

FIBER ENCLOSURE | 2



COMMSCOPE PART NO.	HEIGHT OF POST ABOVE GRADE
WB-K210-B	9'-10"
WB-K210-B15	11'-10"
WB-K210-B21	17'-6"

24"x36" SCALE: NTS
11"x17" SCALE: NTS

ICE BRIDGE DETAIL (CANTILEVER STYLE) | 1

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1787 SENTRY PARKWAY W
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BLUE BELL, PA 19422

at&t MOBILITY
60 WEST AVE
WAYNE, PA 19087

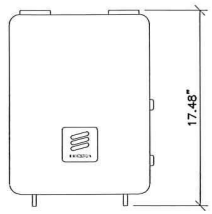
SITE NO. SIDE005944
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FA# 14404082
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LEWES, DE 19958

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A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

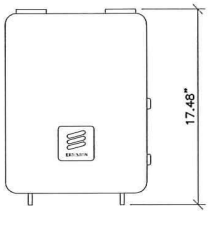
ANTENNA, COAX, & ICE BRIDGE DETAILS

FA #	DRAWING NUMBER	REV
14404082	C4	0



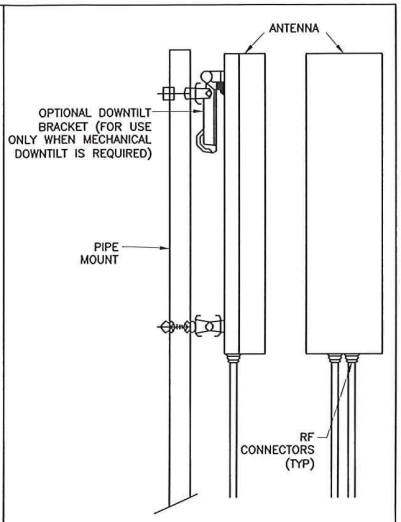
MANUFACTURER: ERICSSON
MODEL: 4490 B5/12
HEIGHT: 17.48"
WIDTH: 15.15"
DEPTH: 6.77"
WEIGHT: 68 LBS

24"x36" SCALE: NTS
11"x17" SCALE: NTS
DUAL RRH B5/B12 UNIT | 8



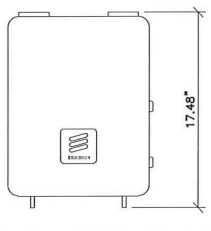
MANUFACTURER: ERICSSON
MODEL: 4494 B14/B29
HEIGHT: 17.48"
WIDTH: 15.12"
DEPTH: 5.6"
WEIGHT: 57.3 LBS

24"x36" SCALE: NTS
11"x17" SCALE: NTS
DUAL RRH B14/B29 UNIT | 9



24"x36" SCALE: NTS
11"x17" SCALE: NTS
ANTENNA MOUNT DETAIL | 11

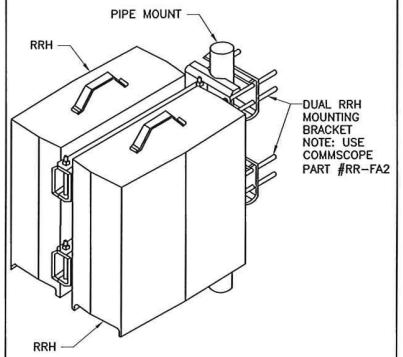
24"x36" SCALE: NTS
11"x17" SCALE: NTS
NOT USED | 6



MANUFACTURER: ERICSSON
MODEL: 4890 B25/B66
HEIGHT: 17.48"
WIDTH: 15.12"
DEPTH: 6.93"
WEIGHT: 68 LBS

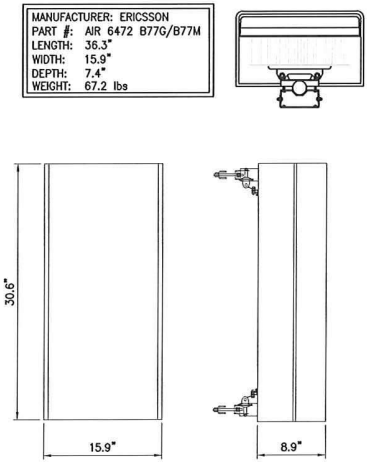
24"x36" SCALE: NTS
11"x17" SCALE: NTS
DUAL RRH B25/B66 UNIT | 7

24"x36" SCALE: NTS
11"x17" SCALE: NTS
NOT USED | 10



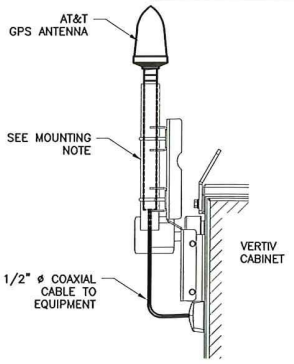
24"x36" SCALE: NTS
11"x17" SCALE: NTS
DUAL MOUNTING BRACKET | 1

MANUFACTURER: ERICSSON
PART #: AIR 6472 B77G/B77M
LENGTH: 36.3"
WIDTH: 15.9"
DEPTH: 7.4"
WEIGHT: 67.2 lbs



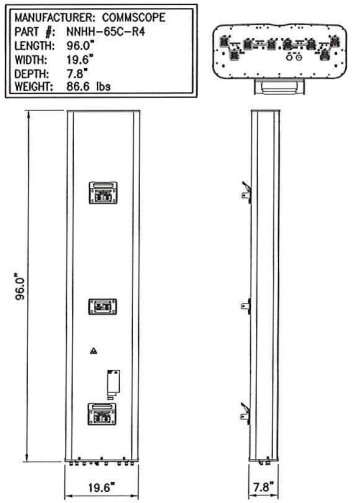
24"x36" SCALE: NTS
11"x17" SCALE: NTS
ANTENNA DETAIL | 2

NOTE:
MOUNTING RECEPTACLE IS PROVIDED AS PART OF THE WUC.



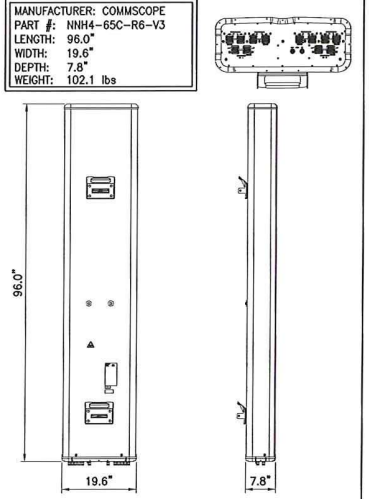
24"x36" SCALE: NTS
11"x17" SCALE: NTS
GPS ANTENNA MOUNT | 3

MANUFACTURER: COMMSCOPE
PART #: NNHH-65C-R4
LENGTH: 96.0"
WIDTH: 19.6"
DEPTH: 7.8"
WEIGHT: 86.6 lbs



24"x36" SCALE: NTS
11"x17" SCALE: NTS
ANTENNA DETAIL | 4

MANUFACTURER: COMMSCOPE
PART #: NNH4-65C-R6-V3
LENGTH: 96.0"
WIDTH: 19.6"
DEPTH: 7.8"
WEIGHT: 102.1 lbs



24"x36" SCALE: NTS
11"x17" SCALE: NTS
ANTENNA DETAIL | 5

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A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

ANTENNA DETAILS

FA #	DRAWING NUMBER	REV
14404082	C5	0

Table 2 E. PA/S. NJ/DE Fiber Trunk/Jumper Color Code Standard

Sector	Technology	Frequency Band	Color Code - Sector	Color Code - Technology	Code Code - Frequency	Code Code - Frequency 2nd Block
A	LTE	700 B/C	GREEN	VIOLET	VIOLET	
A	LTE	850	GREEN	VIOLET	YELLOW	
A	LTE	850 - 2nd Block	GREEN	VIOLET	YELLOW	YELLOW
A	LTE	1900	GREEN	VIOLET	RED	
A	LTE	1900 - 2nd Block	GREEN	VIOLET	RED	RED
A	LTE	2100	GREEN	VIOLET	ORANGE	
A	LTE	2100 - 2nd Block	GREEN	VIOLET	ORANGE	ORANGE
A	LTE	700 D/E	GREEN	VIOLET	SLATE	
A	LTE	2300	GREEN	VIOLET	BROWN	
A	LTE	2300 - 2nd Block	GREEN	VIOLET	BROWN	BROWN
A	UMTS	850	GREEN	YELLOW	YELLOW	
A	UMTS	1900	GREEN	YELLOW	RED	
B	LTE	700 B/C	BLUE	VIOLET	VIOLET	
B	LTE	850	BLUE	VIOLET	YELLOW	
B	LTE	850 - 2nd Block	BLUE	VIOLET	YELLOW	YELLOW
B	LTE	1900	BLUE	VIOLET	RED	
B	LTE	1900 - 2nd Block	BLUE	VIOLET	RED	RED
B	LTE	2100	BLUE	VIOLET	ORANGE	
B	LTE	2100 - 2nd Block	BLUE	VIOLET	ORANGE	ORANGE
B	LTE	700 D/E	BLUE	VIOLET	SLATE	
B	LTE	2300	BLUE	VIOLET	BROWN	
B	LTE	2300 - 2nd Block	BLUE	VIOLET	BROWN	BROWN
B	UMTS	850	BLUE	YELLOW	YELLOW	
B	UMTS	1900	BLUE	YELLOW	RED	
C	LTE	700 B/C	WHITE	VIOLET	VIOLET	
C	LTE	850	WHITE	VIOLET	YELLOW	
C	LTE	850 - 2nd Block	WHITE	VIOLET	YELLOW	YELLOW
C	LTE	1900	WHITE	VIOLET	RED	
C	LTE	1900 - 2nd Block	WHITE	VIOLET	RED	RED
C	LTE	2100	WHITE	VIOLET	ORANGE	
C	LTE	2100 - 2nd Block	WHITE	VIOLET	ORANGE	ORANGE
C	LTE	700 D/E	WHITE	VIOLET	SLATE	
C	LTE	2300	WHITE	VIOLET	BROWN	
C	LTE	2300 - 2nd Block	WHITE	VIOLET	BROWN	BROWN
C	UMTS	850	WHITE	YELLOW	YELLOW	
C	UMTS	1900	WHITE	YELLOW	RED	

Table 1: E. PA/S. NJ/DE Fiber Trunk/Jumper Color Code Definition

Sector	Alpha	Green
	Beta	Blue
	Gamma	White
Technology	UMTS	Yellow
	LTE	Violet
Frequency Band	700 (B/C)	Violet
	850	Yellow
	850 - 2nd Block	Yellow - Yellow
	1900	Red
	1900 - 2nd Block	Red - Red
	2100 (AWS)	Orange
	2100 (AWS) - 2nd Block	Orange - Orange
	2300 (WCS)	Brown
	2300 (WCS) - 2nd Block	Brown - Brown
	700 (D/E)	Slate

WILLIAM PANEK
REGISTERED
No. 12321
PROFESSIONAL ENGINEER
DELAWARE
9/13/26

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24"x36" SCALE: NTS
11"x17" SCALE: NTS

CABLE COLOR CODING | 1

INFRASERVICES
1787 SENTRY PARKWAY W
VEVA 18, SUITE 100
BLUE BELL, PA 19422

at&t MOBILITY
60 WEST AVE
WAYNE, PA 19087

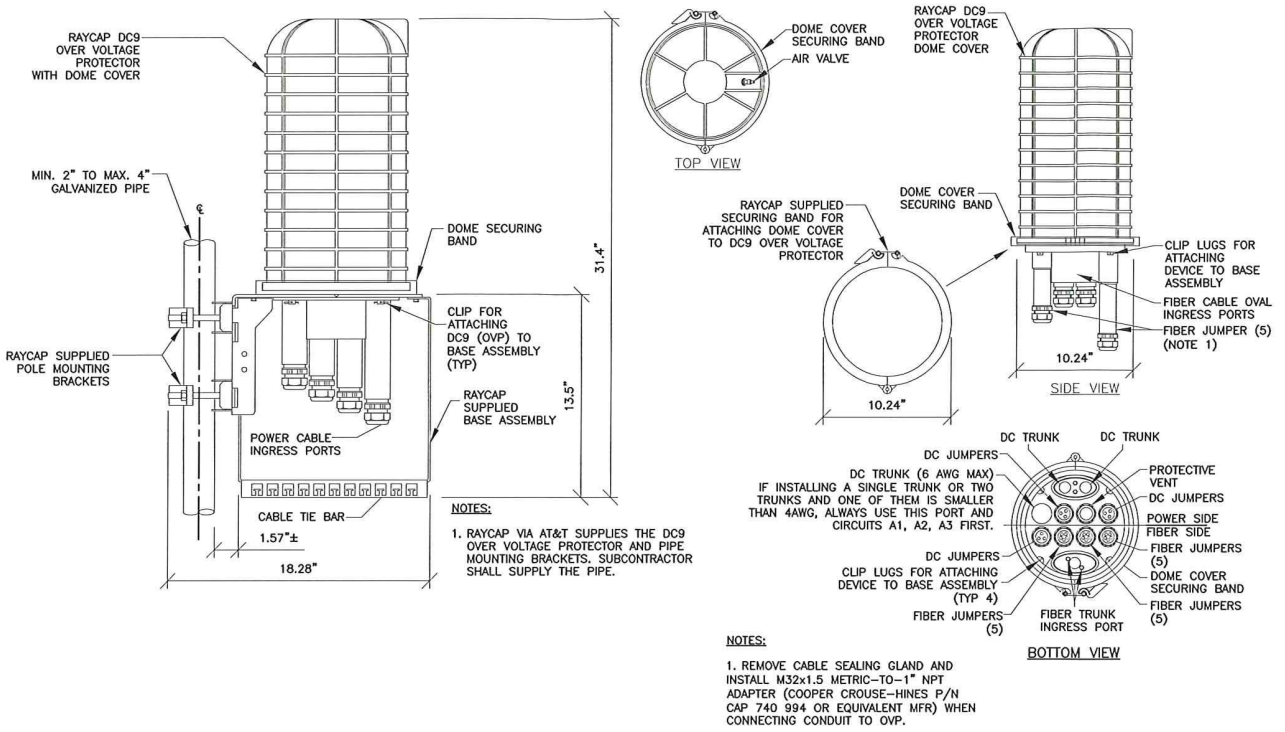
SITE NO. SIDE005944
CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

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CABLE COLOR CODING

FA #	DRAWING NUMBER	REV
14404082	C6	0



RAYCAP DC9 DC POWER OVER VOLTAGE PROTECTOR (OVP) & POLE MOUNT BASE ASSEMBLY

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9/13/26

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DC9 SURGE DETAILS | 1

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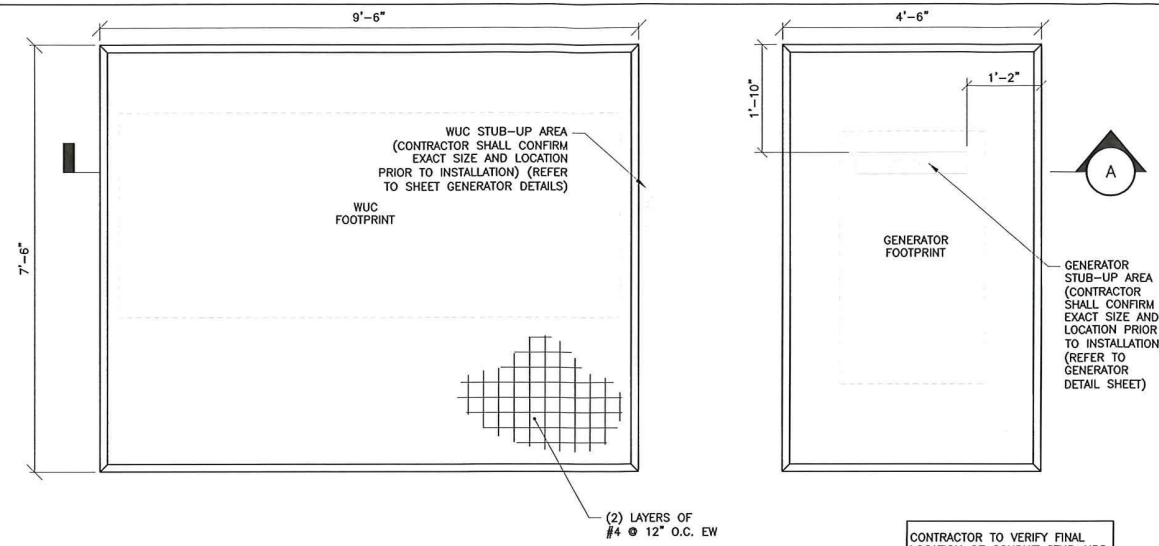
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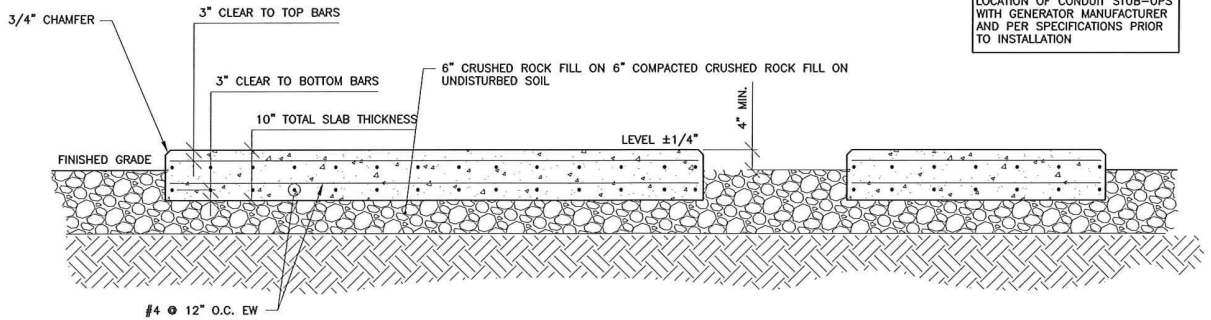
SCALE: | DESIGNED: | CHECKED: –

SURGE DETAILS

FA #	DRAWING NUMBER	REV
14404082	C7	0



CONTRACTOR TO VERIFY FINAL LOCATION OF CONDUIT STUB–UPS WITH GENERATOR MANUFACTURER AND PER SPECIFICATIONS PRIOR TO INSTALLATION



SECTION A-A
NOT TO SCALE

NOTES:

1. SLAB TOLERANCE IS ±1/4".
2. ADDITIONAL ENGINEERING REVIEW IS REQUIRED IF THE PAD IS PLACED ON SOIL WITH A BEARING CAPACITY LESS THAN 2000 PSF.
3. REBAR – SEE SPECIFICATIONS
4. OVERLAP SPLICES ARE ALLOWED FOR REINFORCING BAR, USE 18" MINIMUM LAP.
5. CONCRETE COMPRESSION STRENGTH (f'c) TO BE 3000 P.S.I. MINIMUM.
6. ATTACH EACH WIC BASE SUPPORT POST TO CONCRETE PAD W/ MINIMUM (4) 1/2" DIA. HILTI KWIK BOLT TZ ANCHORS, OR APPROVED EQUAL, W/ 2" EFFECTIVE EMBED. DEPTH.
7. ATTACH GENERATOR BASE TO CONCRETE PAD W/ MINIMUM (4) 1/2" DIA. HILTI KWIK BOLT TZ ANCHORS, OR APPROVED EQUAL, W/ 2" EFFECTIVE EMBED. DEPTH.

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CONCRETE PAD DETAILS | 1

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CONCRETE PAD DETAILS

FA #	DRAWING NUMBER	REV
14404082	C8	0

GENERAL NOTES

1. INSPECTIONS
   - A. GENERAL: DURING AND UPON COMPLETION OF THE WORK, ARRANGE AND PAY ALL ASSOCIATED INSPECTIONS OF ALL ELECTRICAL WORK INSTALLED UNDER THIS CONTRACT IN ACCORDANCE WITH THE CONDITIONS OF THE CONTRACT. INSTALLATION SHALL COMPLY WITH APPLICABLE LAWS AND ORDINANCES, UTILITY COMPANY REQUIREMENTS, AND THE LATEST EDITION OF NEC, NFC, NEMA, OSHA, SBC, AND UL.
   - B. INSPECTIONS REQUIRED: AS PER THE LAWS AND REGULATIONS OF THE LOCAL AND/OR STATE AGENCIES HAVING JURISDICTION AT THE PROJECT SITE.
   - C. INSPECTION AGENCY: APPROVED BY THE LOCAL AND/OR STATE AGENCIES HAVING JURISDICTION AT THE PROJECT SITE.
   - D. CERTIFICATES: SUBMIT ALL REQUIRED INSPECTION CERTIFICATES.
2. HANGERS AND SUPPORTS
   - A. MATERIALS: ALL HANGERS, SUPPORTS, FASTENERS AND HARDWARE SHALL BE STAINLESS STEEL OR OF EQUIVALENT CORROSION RESISTANCE BY TREATMENT OR INHERENT PROPERTY, AND SHALL BE MANUFACTURED PRODUCTS DESIGNED FOR THE APPLICATION. PRODUCTS FOR OUTDOOR USE SHALL BE HOT DIP GALVANIZED.
   - B. TYPES: HANGERS, STRAPS, RISER SUPPORTS, CLAMPS, U-CHANNEL, THREADED RODS, ETC. AS INDICATED OR REQUIRED.
   - C. INSTALLATION: RIGIDLY SUPPORT AND SECURE ALL MATERIALS, RACEWAY AND EQUIPMENT TO BUILDING STRUCTURE USING HANGERS, SUPPORTS AND FASTENERS SUITABLE FOR THE USE. MATERIALS AND LOADS ENCOUNTERED. PROVIDE ALL NECESSARY HARDWARE. PROVIDE CONDUIT SUPPORTS AT MAXIMUM 5 FT. O.C.
   - D. STRUCTURAL MEMBERS: DO NOT CUT, DRILL, OR WELD ANY STRUCTURAL MEMBER EXCEPT AS SPECIFICALLY APPROVED BY THE ENGINEER.
   - E. MISCELLANEOUS SUPPORTS: PROVIDE ANY ADDITIONAL STRUCTURAL SUPPORT STEEL BRACKETS, ANGLES, FASTENERS AND HARDWARE AS REQUIRED TO ADEQUATELY SUPPORT ALL ELECTRICAL MATERIALS AND EQUIPMENT.
   - F. ONE HOLE STRAPS SHALL NOT BE USED FOR CONDUITS LARGER THAN 3/4 INCH.
3. ENCLOSURES
   - A. NEMA 3R
4. HOLES, SLEEVES AND OPENINGS
   - A. GENERAL: PROVIDE ALL HOLES, SLEEVES, AND OPENINGS REQUIRED FOR THE COMPLETION OF WORK AND RESTORE ALL SURFACES DAMAGED TO MATCH SURROUNDING SURFACES.
5. CUTTING AND PATCHING
   - A. GENERAL: PROVIDE ALL CUTTING, DRILLING, FITTING AND PATCHING NECESSARY FOR ACCOMPLISHING THE WORK. THIS INCLUDES ANY AND ALL WORK NECESSARY TO: UNCOVER WORK TO PROVIDE FOR THE INSTALLATION OF ILL TIMED WORK, REMOVE AND REPLACE DEFECTIVE WORK AND WORK NOT CONFORMING TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
   - B. REPAIRS: REPAIR ANY AND ALL DAMAGE TO WORK OF OTHER TRADES CAUSED BY CUTTING AND PATCHING OPERATIONS, USING SKILLED MECHANICS OF THE TRADES INVOLVED.
6. RACEWAY SYSTEMS
   - A. ALL ABOVE GRADE CONDUIT AND ALL CONDUIT ELBOWS SHALL BE RIGID GALVANIZED STEEL UNLESS NOTED OTHERWISE.
7. CONDUCTORS
   - A. USE 98% CONDUCTIVITY COPPER WITH TYPE XHHW-2 INSULATION, 600 VOLT, COLOR CODED. USE SOLID CONDUCTORS FOR WIRE UP TO AND INCLUDING NO. 8 AWG, STRANDED CONDUCTORS FOR WIRE LARGER THAN NO. 8. USE PRESSURE-TYPE INSULATED TWIST-ON CONNECTORS FOR NO. 10 AWG AND SMALLER, SOLDERLESS MECHANICAL TERMINAL LUGS FOR NO. 8 AWG AND LARGER.
8. GROUNDING SYSTEM
   - A. INSTALLATION: INSTALL AS REQUIRED PER SPECIFICATION. CONTRACTOR REPRESENTATIVE WILL INSPECT EXOTHERMIC WELDS AND CONDUCT MEGGER TEST PRIOR TO BURIAL. MAXIMUM 5 OHMS RESISTANCE IS REQUIRED, WHEN MORE THAT (4) ADDITIONAL GROUNDS ARE REQUIRED, VERIFY OHM LEVEL PRIOR TO CONSTRUCTION. USE CLEAN SAND AND CLAY BACKFILL FOR BURIED GROUND CONDUCTORS.
9. CHECKOUT, TESTING AND ADJUSTING
   - A. CORRECTION/REPLACEMENT: AFTER TESTING BY CONTRACTOR, OWNER OR ENGINEER, CORRECT ANY DEFICIENCIES AND REPLACE MATERIALS AND EQUIPMENT SHOWN TO BE DEFECTIVE OR UNABLE TO PERFORM AT DESIGN OR RATED CAPACITY.
   - B. POWER CONDUCTORS: CONTRACTOR SHALL CONDUCT A CONTINUITY & INSULATION TEST ON CONDUCTORS BETWEEN SERVICE DISCONNECT SWITCH & POWER CABINET.
   - C. WHEN SITE POWER IS DERIVED FROM 3 PHASE SOURCE, LOAD READINGS WILL BE TAKEN AND RECORDED TO MAINTAIN A BALANCED LOAD AT THE PRIMARY SOURCE. RECORDS SHALL BE TURNED IN TO THE OWNER'S REPRESENTATIVE.

RF NOTES:

1. ACTUAL LENGTHS SHALL BE DETERMINED PER SITE CONDITION BY SUBCONTRACTOR.
2. THE DESIGN IS BASED ON RF DATA SHEETS, SIGNED AND APPROVED.
3. RADIO SIGNAL CABLE AND RACEWAY SHALL COMPLY WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC, NFPA 70), CHAPTER 8.
4. ALL SPECIFIED MATERIAL FOR EACH LOCATION (E.G. OUTDOORS-OCCUPIED, INDOORS-UNOCCUPIED,PLENUMS, RISER SHAFTS, ETC.) SHALL BE APPROVED, LISTED, OR LABELED AS REQUIRED BY THE NEC.
5. RADIO SIGNAL CABLE SHALL BE SUPPORTED AT MINIMUM OF EVERY THREE (3) FEET EXCEPT INSIDE MONOPOLES OR LATTICE TOWERS WHERE CABLE AND CONNECTOR MANUFACTURER'S SUPPORT RECOMMENDATIONS SHALL BE FOLLOWED. RF JUMPERS SHALL BE SUPPORTED AT A MAXIMUM OF TWO (2) FEET, AND WITHIN 18" OF CONNECTOR. MANUFACTURER RECOMMENDED CABLE SUPPORT ACCESSORIES SHALL BE USED.
6. THE OUTDOOR CABLE SUPPORT SYSTEM SHALL BE PROVIDED WITH AN ICE SHIELD TO SUPPORT AND PROTECT ANTENNA CABLE RUNS.
7. DRIP LOOPS SHALL BE REQUIRED ON ALL OUTSIDE CABLES. CABLES SHALL BE SLOPED AWAY FROM BUILDING OR OUTDOOR BTS CABINETS TO PREVENT WATER FROM ENTERING THROUGH THE COAXIAL CABLE PORT.
8. ALL FEEDER LINE AND JUMPER CONNECTORS SHALL BE 7/16 DIN CABLE CONNECTORS THAT MEET IP68 STANDARDS.
9. 7/16 DIN CONNECTORS REQUIRE NO ADDITIONAL WEATHER PROOFING IN INDOOR APPLICATIONS IF INSTALLED AND TORQUED PROPERLY. IN OUTDOOR APPLICATIONS, WEATHER PROOFING IS REQUIRED AND THE FOLLOWING PROCEDURE SHOULD BE FOLLOWED.
10. USING WEATHERPROOFING KIT APPROVED BY CABLE MANUFACTURER AND CONTRACTOR, START TAPE APPROXIMATELY 5 INCHES FROM THE CONNECTOR AND WRAP 2 INCHES TOWARD THE CONNECTOR, THEN REVERSE THE TAPE SO THAT THE STICKY SIDE IS UP. TAPE OVER THE CONNECTOR OR SURGE ARRESTOR UNTIL THREE (3) TO FOUR (4) INCHES BEYOND THE CONNECTOR AND REVERSE AGAIN WITH THE STICKY SIDE DOWN FOR ANOTHER INCH OR TWO. ADD THE BUTYL RUBBER AND FINISH WITH A FINAL LAYER OF TAPE.
11. ANTENNAS AND COAX SHALL BE PAINTED, WHEN REQUIRED, BY THE LANDLORD OR AUTHORITY HAVING JURISDICTION IN ACCORDANCE WITH ANTENNA MANUFACTURERS' SURFACES' PREPARATION AND PAINTING REQUIREMENTS.
12. CABLE SHIELDS, AND TOWER CONDUITS SHALL BE GROUNDED AT THE TOP OF THE TOWER, WITHIN 10 FEET OF THEIR CONNECTORS, AND AT THE BOTTOM OF THE TOWER ABOUT 6 INCHES BEFORE THEY TURN TOWARD THE FACILITY. THEY SHALL BE GROUNDED AT THE MIDPOINT OF THE TOWERS THAT ARE BETWEEN 100 FEET AND 200 FEET HIGH, AND AT INTERVALS OF 100 FEET OR LESS ON TOWERS THAT ARE HIGHER THAN 200 FEET.
13. APPROVED GROUNDING KITS, WHICH INCLUDE GROUNDING STRAPS, SHALL BE USED TO GROUND THE COAXIAL CABLE SHIELDS, AND CONDUITS. THE GROUND CONDUCTORS FOR THE KITS AT THE TOP OF THE TOWER, AND IN THE MIDDLE SECTION OF THE TOWER, ARE BONDED DIRECTLY TO GROUND BAR USING EXOTHERMIC OR COMPRESSION CONNECTIONS.
14. ALL RADIO SIGNAL CABLE SHALL BE LABELED PER MARKET REQUIREMENTS.
15. ANTENNA FEED LINE SYSTEM SWEEP TESTING SHALL BE PERFORMED AND REPORTED IN ACCORDANCE WITH CARRIER REQUIREMENTS. CONTRACTOR WILL NOT ACCEPT A RADIO SIGNAL CABLE INSTALLATION WITH UNSATISFACTORY SWEEP TEST RESULTS. THERE SHALL ALSO BE A HARD COPY OF SWEEPS LEFT AT SITE UPON COMPLETION OF SWEEP TEST.

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at&t MOBILITY 60 WEST AVE WAYNE, PA 19087

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FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: DESIGNED: CHECKED: –

GROUNDING & RF NOTES

FA #	DRAWING NUMBER	REV
14404082	E1	0

GENERAL CONSTRUCTION NOTES

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
   GENERAL CONTRACTOR – CONTRACTOR
   SUBCONTRACTOR – CONTRACTOR (CONSTRUCTION)
2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
3. CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK, AND SHALL MAKE NECESSARY PROVISIONS. CONTRACTOR SHALL BECOME FAMILIAR WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRM THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOWN DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK.
8. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
10. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND APPROVED BY LOCAL AUTHORITY.
11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
12. SEAL PENETRATIONS THROUGH FIRE RATED AREA WITH U.L. LISTED MATERIALS APPROVED BY LOCAL AUTHORITY. GENERAL CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
13. WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADED LINES AND NOTES THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. SUBCONTRACTOR SHALL NOTIFY CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
14. GENERAL CONTRACTOR SHALL OBTAIN THE CONSTRUCTION PERMIT. THE SUBCONTRACTOR IS RESPONSIBLE FOR OBTAINING AND PAYING FOR ADDITIONAL PERMITS, LICENSES AND INSPECTIONS, INCLUDING ANY CONNECTION FEES FOR ELECTRICAL SERVICE.
15. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
16. THE GENERAL CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION
17. CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND SUBCONTRACTORS TO THE SITE BUILDING OWNER'S REPRESENTATIVE.
18. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
19. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF THE SUBCONTRACTOR.
20. THE SUBCONTRACTOR SHALL PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2–A OT 2–A:10–BC AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
21. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
22. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION.
23. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER AT COMPLETION OF CONSTRUCTION
24. SUBCONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS–BUILT REDLINES TO GENERAL CONTRACTOR CONSTRUCTION MANAGER UPON COMPLETION OF PROJECT.
25. SUBCONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION
26. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED)
27. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS.
28. NO NOISE, SMOKE, DUST, ODOR, OR VIBRATIONS WILL RESULT FROM THIS PROPOSAL.
29. OUTDOOR STORAGE AND SOLID WASTE CONTAINERS ARE NOT PROPOSED.
30. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATION.
31. SUBCONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
32. ALL HEAT SHRINK SHALL BE CLEAR FOR INDOOR APPLICATIONS, AND BLACK UV PROTECTION AT OUTDOOR.

WIRE AND CABLE NOTE

1. WIRE AND CABLE SHALL BE ROUTED AND SUPPORTED ON LADDER RACKS PER AT&T SPECIFICATIONS.

GENERAL GROUNDING NOTES

1. ALL METALLIC PARTS OF ELECTRICAL EQUIPMENT WHICH DO NOT CARRY CURRENT SHALL BE GROUNDED IN ACCORDANCE WITH THE REQUIREMENTS OF AT&T MOBILITY GROUNDING STANDARD ND–00071 AND THE NATIONAL ELECTRICAL CODE.
2. PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEM INDICATED WITH ASSEMBLY OF MATERIALS, INCLUDING GROUNDING ELECTRODES. BONDING JUMPERS AND ADDITIONAL ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.
3. ROUTE GROUNDING CONNECTIONS AND CONDUCTORS TO GROUND IN THE SHORTEST AND STRAIGHTEST PATHS POSSIBLE TO MINIMIZE TRANSIENT VOLTAGE RISES.
4. TIGHTEN GROUNDING AND BONDING CONNECTORS, INCLUDING SCREWS AND BOLTS, IN ACCORDANCE WITH MANUFACTURES PUBLISHED TORQUE TIGHTENING VALUES FOR CONNECTIONS AND BOLTS. WHERE MANUFACTURERS TORQUING REQUIREMENTS ARE NOT AVAILABLE, TIGHTEN TORQUE VALUES SPECIFIED IN UL ASSURE PERMANENT AND EFFECTIVE GROUNDING.
5. ALL UNDERGROUND CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS AND INSTALLED IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS.
6. ALL GROUNDING CONNECTIONS SHALL BE INSPECTED FOR TIGHTNESS. EXOTHERMIC–WELDED CONNECTIONS SHALL BE APPROVED BY THE INSPECTOR HAVING JURISDICTION BEFORE BEING PERMANENTLY CONCEALED.
7. APPLY CORROSION–RESISTANT FINISH TO FIELD CONNECTIONS, AND PLACES WHERE FACTORY APPLIED PROTECTIVE COATINGS HAVE BEEN DESTROYED. USE COPPER–BASED "NO–OX" OR APPROVED EQUAL.
8. A SEPARATE, CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUITS.
9. BOND ALL INSULATED GROUNDING BUSHINGS WITH A BARE #6 AWG GROUNDING CONDUCTOR TO A GROUND BUS.

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ETTCS GENERAL NOTES

FA #	DRAWING NUMBER	REV
14404082	E2	0

PLAN NOTES:

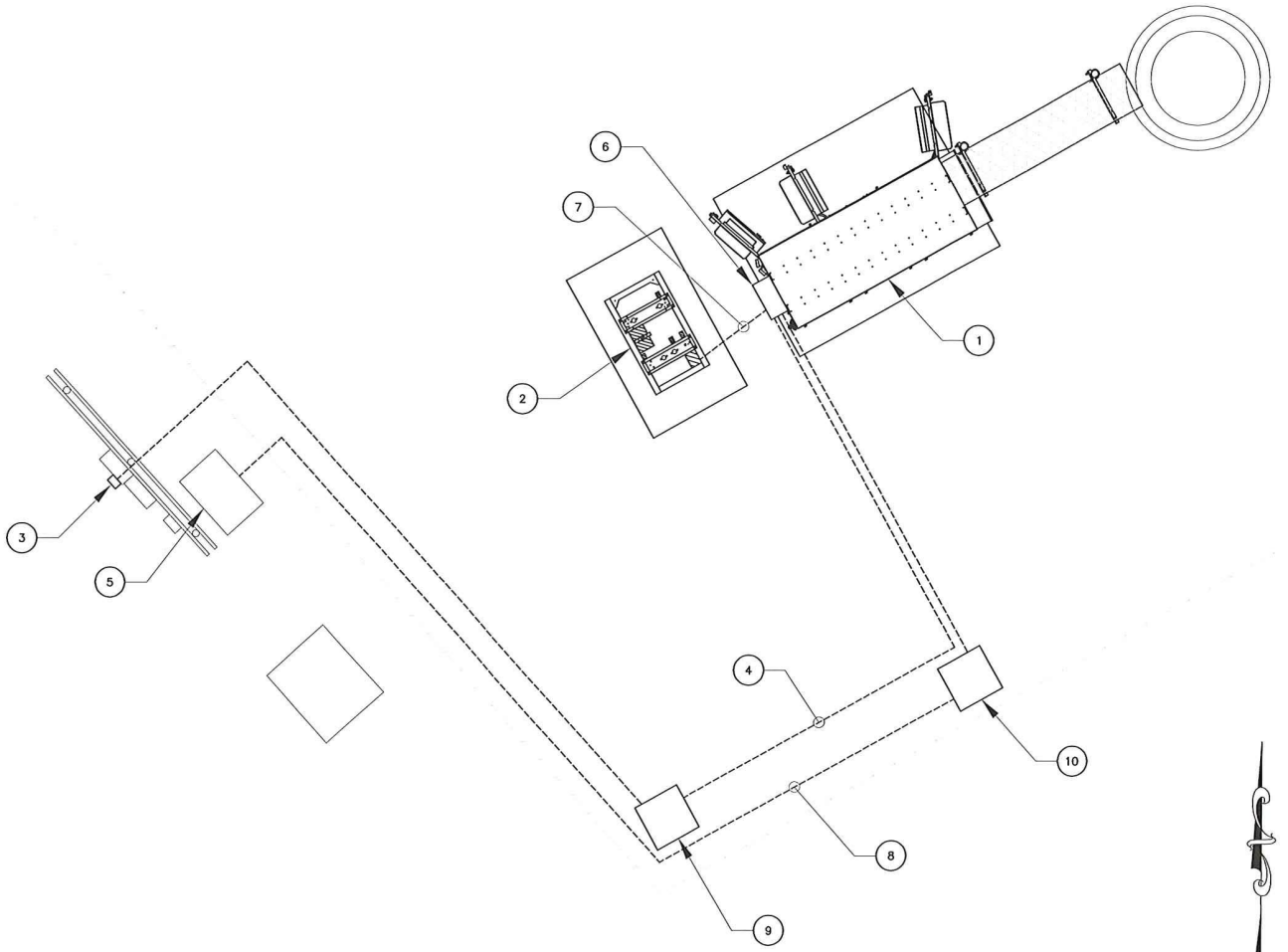
1. PROPOSED AT&T WUC, INSTALLED BY CONTRACTOR (FURNISHED BY AT&T)
2. PROPOSED AT&T 30KW DIESEL GENERATOR INSTALLED BY CONTRACTOR (FURNISHED BY AT&T)
3. PROPOSED AT&T 200AMP METER & DISCONNECT INSTALLED IN EXISTING METER BANK.
4. PROPOSED 2" AT&T POWER CONDUIT WITH (3)#3/0 AND (1)#4 GROUND FROM PROPOSED AT&T METER TO NEW WUC (60± L.F.)
5. EXISTING TELCO DEMARACATION
6. PROPOSED AT&T LOAD CENTER
7. PROPOSED 2" CONDUIT W/ (3) 3/0 & (1) #4 GROUND FROM GENERATOR TO AT&T LOAD CENTER. PROVIDE ADDITIONAL 1" CONDUIT FOR AC CIRCUITS & CONTROLS AS REQUIRED BY MANUFACTURER.
8. PROPOSED AT&T TELCO CONDUIT. (1) 4" SCHEDULE 40 PVC WITH PULL STRINGS FROM EXISTING TELCO BOX TO PROPOSED WUC. USE LONG SWEEPS UTILIZE ELECTRIC TRENCH WHERE POSSIBLE. (60'± L.F.)
9. PROPOSED 24"X24" PULL BOX FOR POWER CONDUIT (QTY 1)
10. PROPOSED 24"X24" PULL BOX FOR TELCO CONDUIT (QTY 1)

ETTCS NOTES:

1. TBD UPON COMPLETION OF TELCO WALK

ELECTRICAL NOTES:

1. CONTRACTOR SHALL REFERENCE AT&T ELECTRICAL STANDARD SPECIFICATIONS.
2. THE ELECTRIC UTILITY COMPANY SHALL TERMINATE ALL OF THE ELECTRICAL WIRES ROUTED TO THE NEW UTILITY METER (FURNISHED AND INSTALLED BY THE ELECTRICAL UTILITY COMPANY).
3. UNDERGROUND CONDUITS SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE. USE SCHEDULE 80 PVC UNDER ROADS. USE RGS CONDUIT ABOVE GRADE. MANUFACTURED BENDS SHALL HAVE A MINIMUM RADIUS OF 36" FOR CONDUIT.
4. CONDUIT RUNS SHALL HAVE A CONTINUOUS SLOPE DOWNWARD AND AWAY FROM THE EQUIPMENT TO ALLOW WATER TO FLOW AWAY FROM THE EQUIPMENT. EXCAVATE TRENCHES ALONG STRAIGHT LINES PRIOR TO INSTALLING CONDUIT TO ACCOMODATE ADJUSTING THE ELEVATION, AS NEEDED.
5. CONDUIT ENTERING EQUIPMENT SHALL BE SEALED WITH A SEALANT THAT IS IDENTIFIED FOR USE WITH CABLE/CONDUCTOR INSULATION, SHIELDING, ETC.



5' 0 5'

SCALE: 1"=5'

CALLED NORTH

WILLIAM PANEK REGISTERED No. 12321 DELAWARE PROFESSIONAL ENGINEER

9/13/26

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24"x36" SCALE: 1"=2.5'
11"x17" SCALE: 1"=5'

ELECTRICAL AND ETTCS PLAN | 1

INFRASERVICES
1787 SENTRY PARKWAY W
VEVA 18, SUITE 100
BLUE BELL, PA 19422

at&t MOBILITY

60 WEST AVE
WAYNE, PA 19087

SITE NO. SIDE005944
CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	--

SCALE: | DESIGNED: | CHECKED: --

ELECTRICAL & ETTCS PLAN

FA #	DRAWING NUMBER	REV
14404082	E3	0

GROUNDING NOTES:

1. ALL GROUNDING CONNECTIONS SHALL BE MADE WITH EXOTHERMIC WELDS, UNLESS NOTED OTHERWISE.
2. ALL LUG CONNECTIONS SHALL BE 2-HOLE LUGS.
3. THE EQUIPMENT GROUND RING SHALL BE COMPRISED OF #2 AWG BARE SOLID TINNED COPPER, UNLESS NOTED OTHERWISE, BURIED 30" BELOW FINISHED GRADE (OR BELOW FROSTLINE, WHICHEVER IS DEEPER). GROUND RING SHALL BE INSPECTED BY THE CONSTRUCTION MANAGER PRIOR TO BACKFILL.
4. CONTRACTOR SHALL SET 5/8"ø x10' LONG COPPER CLAD GROUND RODS WITH SPACING BETWEEN RODS SET AT A MINIMUM OF 10', AS SHOWN (NON-LINEAR). PROVIDE EXOTHERMIC WELD TO BOND GROUND ROD TO BURIED GROUND RING.
5. ALL BENDS ON THE GROUND CONDUCTOR TO BE MADE WITH A MINIMUM 12" RADIUS.
6. CONTRACTOR SHALL PROVIDE #2 AWG GROUND LEADS WITH ONE END EXOTHERMICALLY WELDED TO THE GROUND RING AND THE OTHER END CONNECTED TO THE INTERNAL SHELTER HALO GROUND RING, AC UNITS, MASTER INTERIOR/EXTERIOR GROUND BARS, AND THE GENERATOR RECEPTACLE PER THE SHELTER MANUFACTURER'S RECOMMENDATIONS AND IN ACCORDANCE WITH ALL AT&T ELECTRICAL STANDARD SPECIFICATIONS. TO PROTECT FROM DAMAGE.
7. CONTRACTOR SHALL GROUND EACH GRIP STRUT SECTION TO ALL ADJACENT GRIP STRUT SECTIONS BY MEANS OF A #2 AWG GREEN WITH MECHANICAL CONNECTION.
8. BONDING OF THE GROUNDED CONDUCTOR (NEUTRAL) AND THE GROUNDING CONDUCTOR SHALL BE AT THE SERVICE DISCONNECT. THE BONDING JUMPER SHALL BE INSTALLED PER N.E.C. ARTICLE 250-30.
9. ALL GROUNDING SHALL BE IN ACCORDANCE WITH AT&T ELECTRICAL STANDARD SPECIFICATIONS AND THE LATEST EDITION OF THE NEC.
10. THE CONTRACTOR SHALL HAND DIG AND VERIFY THE EXISTING TOWER/COMPOUND GROUNDING SYSTEM WHICH MAY CONSIST OF GROUND RING(S), GROUND RODS, GROUND MATS, CHEMICAL GROUND RODS AND/OR WATER WELLS. THE CONTRACTOR SHALL LEAVE THE EXISTING GROUNDING SYSTEM UNDISTURBED AND NOTIFY THE CONSTRUCTION MANAGER OF ANY CONSTRUCTION CONFLICTS.
11. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND HAND DIG IN THIS VICINITY TO PROTECT FROM DAMAGE.
12. ALL OUTDOOR GROUNDING LUGS SHALL BE WINDOWLESS TYPE WITH BLACK SHRINK WRAP.
13. ALL INDOOR GROUNDING LUGS SHALL BE WINDOW DESIGN WITH CLEAR SHRINK WRAP.
14. ALL STRANDED GROUNDING WIRE (REGARDLESS OF SIZE) SHALL BE TIN COATED WITH UV RESISTANT JACKET. (APPLIES TO BOTH INDOOR AND OUTDOOR LOCATIONS)

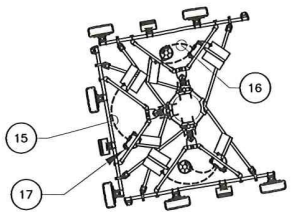
PLAN NOTES:

1. PROPOSED AT&T WALK UP CABINET (WUC).
2. PROPOSED AT&T 30kW DIESEL GENERATOR
3. EXISTING TOWER GROUND RING (VERIFY IN FIELD)
4. PROPOSED EXTERIOR MASTER GROUND BAR (TYPICAL OF 2) BONDED TO PROPOSED GROUND RING W/ (2) #2 AWG SOLID TINNED COPPER GROUND WIRE, PROVIDE 3/4" PVC PROTECTION 12" BELOW GRADE, SEAL TOP W/ SILICONE CAULK.
5. PROPOSED INTERIOR MASTER GROUND BAR. TYP.X3 – (1) INSTALLED IN EACH BAY (FURNISHED WITH WUC)
6. PROPOSED GROUND RING #2 AWG BARE SOLID TINNED COPPER WIRE AT A MINIMUM OF 36" BELOW FINISHED GRADE (OR BELOW FROSTLINE, WHICHEVER IS DEEPER)
7. BOND THE EQUIPMENT GROUND RING TO THE EXISTING TOWER GROUND RING USING #2 AWG BARE SOLID TINNED COPPER WIRE (TYP 2.). PROVIDE 3/4" PVC PROTECTION TO 12" BELOW GRADE, SEAL TOP WITH SILICONE CAULK
8. PROPOSED 5/8"ø x 10' GROUND ROD (TYPICAL)
9. PROPOSED 5/8"ø x 10' GROUND ROD W/ INSPECTION SLEEVE.
10. GROUND GENERATOR & STEEL FRAME TO PROPOSED GROUND RING W/ (2) #2 AWG SOLID TINNED COPPER GROUND WIRE PROVIDE 3/4" PVC PROTECTION 12" BELOW GRADE, SEAL TOP W/ SILICONE CAULK.
11. GROUND WUC TO PROPOSED GROUND RING W/ (4) #2 AWG SOLID TINNED COPPER GROUND WIRE PROVIDE 3/4" PVC PROTECTION 12" BELOW GRADE, SEAL TOP W/ SILICONE CAULK.
12. GROUND DC50 TO PROPOSED GROUND RING W/ (1) #2 AWG SOLID TINNED COPPER GROUND WIRE PROVIDE 3/4" PVC PROTECTION 12" BELOW GRADE, SEAL TOP W/ SILICONE CAULK.
13. GROUND LOAD CENTER TO PROPOSED GROUND RING W/ (1) #2 AWG SOLID TINNED COPPER GROUND WIRE PROVIDE 3/4" PVC PROTECTION 12" BELOW GRADE, SEAL TOP W/ SILICONE CAULK.
14. BOND GROUND RING TO PROPOSED COMPOUND FENCE. AT (2) FENCE CORNERS W/ #2 AWG BARE SOLID TINNED COPPER WIRE, PROVIDE 3/4" PVC PROTECTION TO 12" BELOW GRADE, SEAL TOP W/ SILICONE CAULK.
15. BOND RRH TO THE PROPOSED SECTOR GROUND BAR USING (2) #2 AWG GREEN COPPER WIRE.
16. BOND SURGE SUPPRESSOR TO THE PROPOSED SECTOR GROUND BAR USING #2 AWG GREEN COPPER WIRE.
17. PROPOSED SECTOR GROUND BAR

GROUNDING SYMBOLS

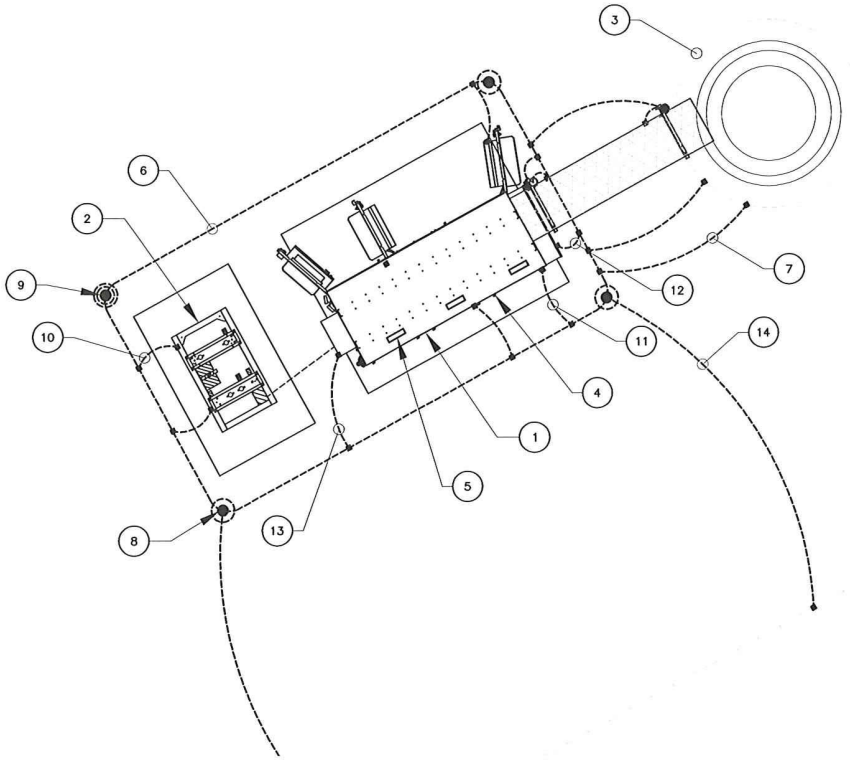
- GROUND ROD WITH ACCESS
- CHEMICAL GROUND ROD
- GROUND ROD
- DISCONNECT SWITCH
- METER
- CIRCUIT BREAKER
- COMPRESSION TYPE CONNECTION
- CADWELD TYPE CONNECTION
- GROUNDING WIRE

CALLED NORTH



24"x36" SCALE: NTS
11"x17" SCALE: NTS

ANTENNA GROUNDING PLAN | 1



24"x36" SCALE: NTS
11"x17" SCALE: NTS

EQUIPMENT GROUNDING PLAN | 1

WILLIAM PANEK
REGISTERED
No. 12321
PROFESSIONAL ENGINEER
DELAWARE
9/13/26

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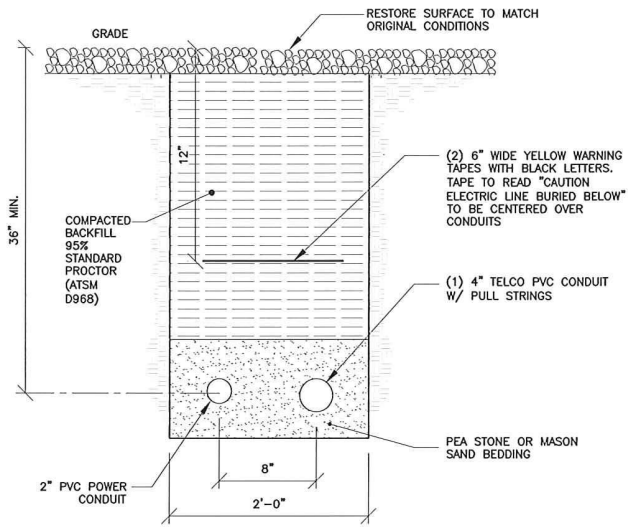
SITE NO. SIDE005944
CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

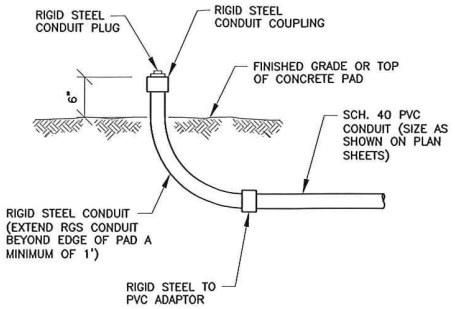
GROUNDING PLAN

FA #	DRAWING NUMBER	REV
14404082	E4	0



24"x36" SCALE: NTS
11"x17" SCALE: NTS

UTILITY TRENCH DETAIL | 3



24"x36" SCALE: NTS
11"x17" SCALE: NTS

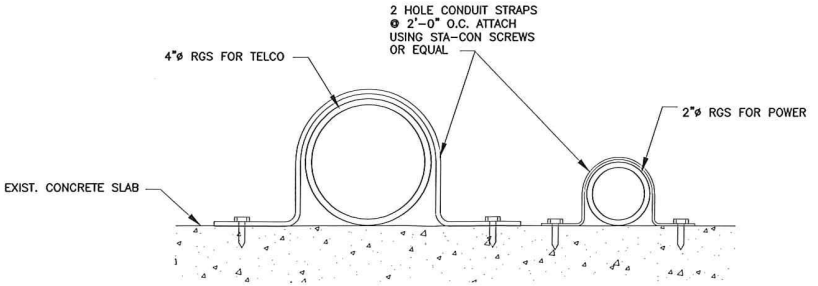
CONDUIT STUB-UP DETAIL | 4

NOTE:

1. CONDUITS ARE TO BE STUBBED UP TO NEAREST UTILITY POLE WITHIN 2" OF THE POLE
2. ALL DISTURBED AREAS NOT COVERED BY STONE ARE TO BE SEEDED AND MULCHED.
3. CONTRACTOR WILL BE RESPONSIBLE FOR UNSUITABLE MATERIAL WHICH WILL NOT COMPACT PROPERLY.
4. CONTRACTOR SHALL FURNISH AND INSTALL 200 TEST PULL LINE IN ALL SPARE CONDUITS.
5. TYPICAL SPACING FOR ALL UNDERGROUND CONDUITS *SEPERATION DIMENSION TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS.

24"x36" SCALE: NTS
11"x17" SCALE: NTS

CONDUIT NOTES | 2



24"x36" SCALE: NTS
11"x17" SCALE: NTS

CONDUIT STRAP DETAIL (IF REQUIRED) | 1

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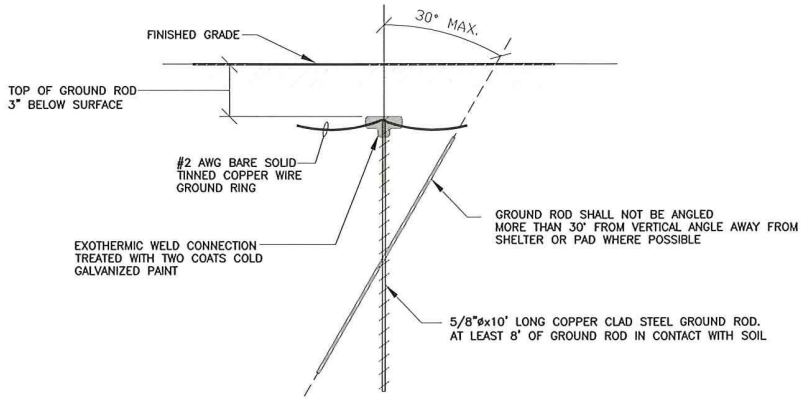
SITE NO. SIDE005944
CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
LEWES, DE 19958

NO	DATE	REVISIONS	BY	CHK	APP'D
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A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

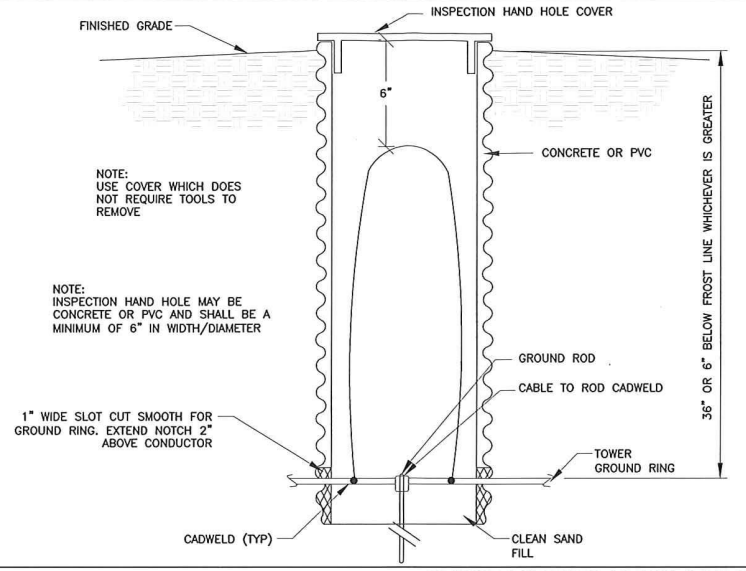
CONDUIT DETAILS

FA #	DRAWING NUMBER	REV
14404082	E5	0



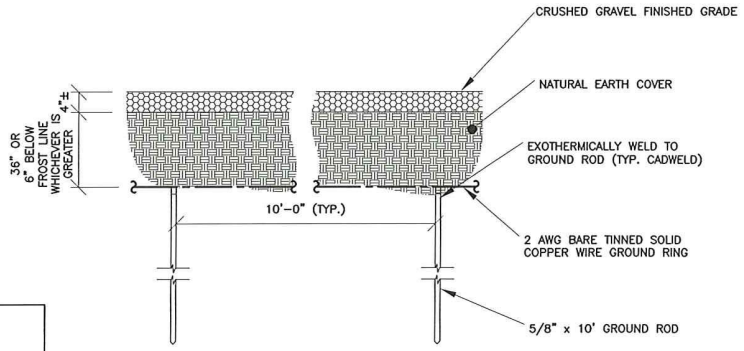
24"x36" SCALE: NTS
11"x17" SCALE: NTS

TYPICAL GROUND ROD DETAIL | 3



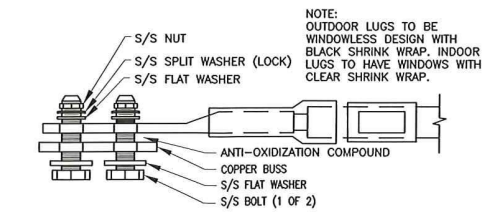
24"x36" SCALE: NTS
11"x17" SCALE: NTS

GROUND ROD WITH ACCESS AREA DETAIL | 4



24"x36" SCALE: NTS
11"x17" SCALE: NTS

GROUND RING DETAIL | 2



NOTES:
1. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING BELLEVILLES. COAT ALL SURFACES WITH ANIT-OXIDIZATION COMPOUND BEFORE MATING. (ALL BOLTS ARE TO BE INSTALLED UP AND OUT)
2. YOU MAY UTILIZE THE SAME HARDWARE TO CONNECT TWO LUGS TO THE SAME POSITION BUT THEY MUST SANDWICH THE GROUND BAR BETWEEN THEM AND NOT STACK THEM ON TOP OF EACH OTHER ON THE SAME SIDE OF BUS BAR
3. FLAT WASHERS MUST BE THE CORRECT DIAMETER TO PREVENT OVERLAP (TYPICALLY SAME OD AS THE SPLIT WASHER)
4. CONNECTIONS MUST BE TIGHT. ENSURE THE SPLIT WASHER IS FULLY COMPRESSED.

24"x36" SCALE: NTS
11"x17" SCALE: NTS

GROUND LUG DETAIL | 1

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PROFESSIONAL ENGINEER
DELAWARE
9/13/26

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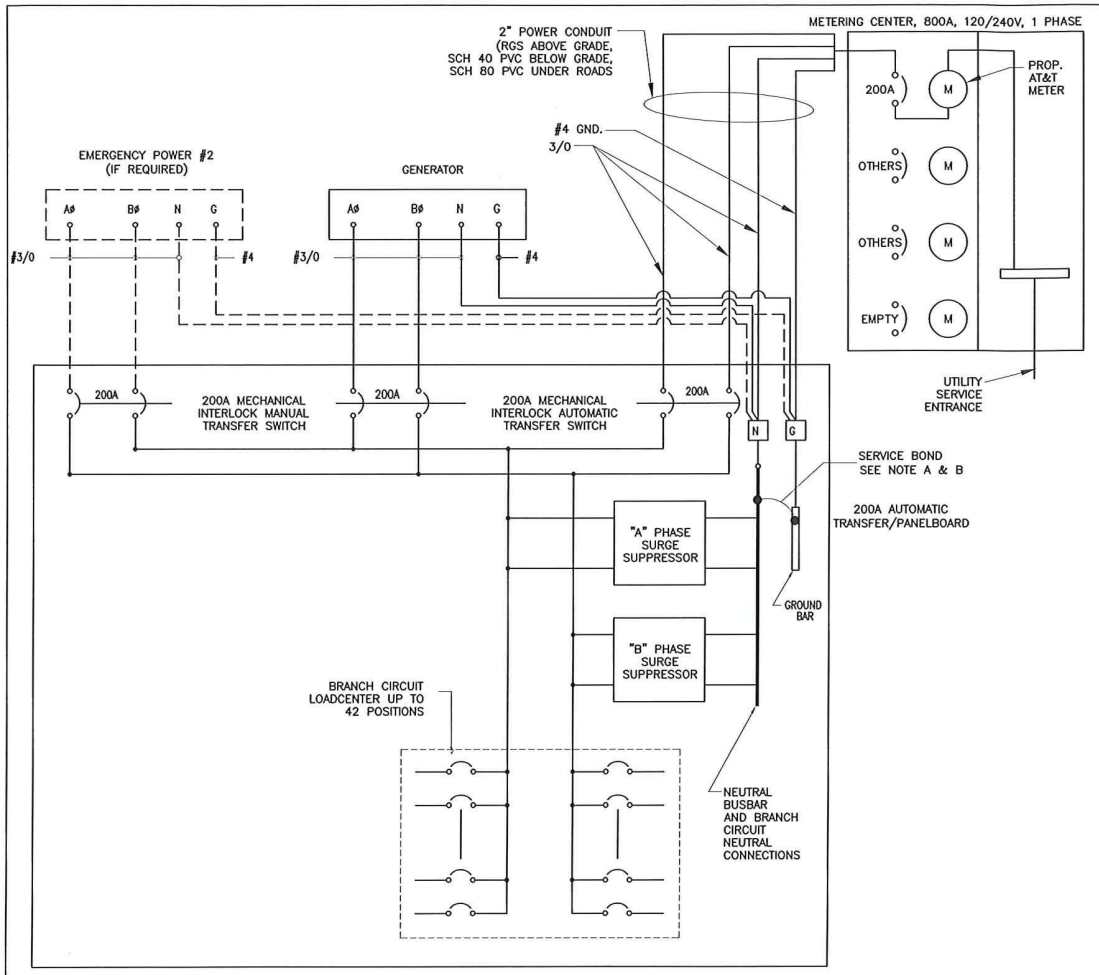
SITE NO. SIDE005944
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A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

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GROUNDING DETAILS

FA #	DRAWING NUMBER	REV
14404082	E6	0



ELECTRICAL ONE-LINE DIAGRAM

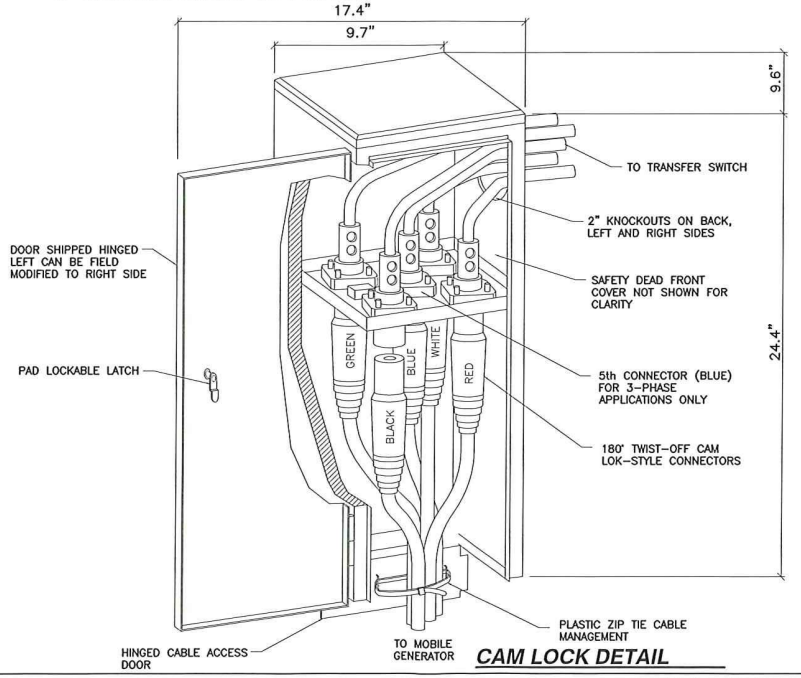
NOTES:

A. SERVICE BOND IS TO BE MADE BY DEVICES (STRAPS, SCREWS, ETC.) SUPPLIED BY EQUIPMENT MANUFACTURER. IF NO SUCH DEVICE IS SUPPLIED, BOND IS TO BE MADE IN ACCORDANCE WITH NEC ARTICLE 250.

B. WHEN SERVICE OVERCURRENT DISCONNECT IS FIELD INSTALLED AND HAS A NEUTRAL TO GROUND CONNECTION ESTABLISHED, REMOVE NEUTRAL TO GROUND CONNECTION IN MANUAL TRANSFER.

ONE LINE NOTES:

1. ELECTRIC UTILITY COMPANY WILL PROVIDE METER AND INCOMING SERVICE LATERAL CONDUCTORS.
2. ALL ELECTRICAL WORK SHALL COMPLY WITH NEC, STATE CODES, LOCAL CODES, AND AT&T ELECTRICAL STANDARD SPECIFICATIONS.
3. CONTRACTOR SHALL OBTAIN AND REVIEW EQUIPMENT SHELTER MANUFACTURER'S DRAWINGS AND COMPLY WITH ANY ADDITIONAL DETAILS AND REQUIREMENTS THAT MAY NOT BE SHOWN IN THESE DRAWINGS.
4. PRIOR TO PURCHASING EQUIPMENT, THE CONTRACTOR SHALL CONTACT THE ELECTRIC UTILITY COMPANY AND OBTAIN IN WRITING THE MAXIMUM AVAILABLE FAULT CURRENT AT THE UTILITY SERVICE POINT. THE CONTRACTOR SHALL ENSURE ALL ELECTRICAL EQUIPMENT, CIRCUIT BREAKERS, DISCONNECTS, FUSES, AND PANELBOARDS HAVE A FAULT CURRENT INTERRUPTING RATING GREATER THAN THE MAXIMUM AVAILABLE FAULT CURRENT AT THE UTILITY SERVICE POINT. IN NO CASE SHALL THE FAULT CURRENT INTERRUPTING RATING BE LESS THAN 10,000 AMPS.
5. BUILDING ELECTRICAL SYSTEM IS RATED AT 10,000 A.I.C. IF HIGHER RATINGS ARE REQUIRED, IT IS THE RESPONSIBILITY OF SITE CONTRACTOR/ENGINEER TO MEET SUCH REQUIREMENTS.
6. SERVICE BOND IS TO BE MADE BY DEVICES (STRAPS, SCREWS, ETC.) SUPPLIED BY EQUIPMENT MANUFACTURER. IF NO SUCH DEVICE IS SUPPLIED, BOND IS TO BE MADE IN ACCORDANCE WITH NEC ARTICLE 250.
7. WHEN SERVICE OVERCURRENT DISCONNECT IS FIELD INSTALLED AND HAS A NEUTRAL TO GROUND CONNECTION ESTABLISHED, REMOVE NEUTRAL TO GROUND CONNECTION IN MANUAL TRANSFER.
8. CONDUCTOR OVERCURRENT PROTECTION DEVICES ARE SELECTED IN ACCORDANCE WITH 1999 NEC (ARTICLE 240-3).
9. CONDUCTOR SIZING IS SELECTED FROM 1999 NEC (ARTICLE 215-2).
10. ALL LUGS THAT HOLD MORE THAN ONE WIRE SHALL BE LISTED FOR MULTI-BARRELL CONNECTIONS.
11. ALL CONDUCTORS SHALL BE COPPER.
12. LABEL SERVICE DISCONNECT WITH A RED TAG.



CAM LOCK DETAIL

WILLIAM PANEK REGISTERED No. 12321 PROFESSIONAL ENGINEER DELAWARE
9/13/26

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24"x36" SCALE: NTS
11"x17" SCALE: NTS

ELECTRICAL DETAILS | 1

INFRASERVICES
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BLUE BELL, PA 19422

at&t MOBILITY
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CAPE HENLOPEN STATE PARK
FA# 14404082
37468 DUNE DRIVE
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NO	DATE	REVISIONS	BY	CHK	APP'D
0	09/15/26	ISSUED FOR PERMITTING	MZ	MZ	WP
A	09/03/26	ISSUED FOR REVIEW	MG	MZ	–

SCALE: | DESIGNED: | CHECKED: –

ELECTRICAL DETAILS

FA #	DRAWING NUMBER	REV
14404082	E7	0

Sussex County Government
Treasury
2 The Circle, PO Box 601
Georgetown, DE 19947

10/02/2026 01:37PM Luz S.
Receipt Number: 001346101
33032005-0098

PERMITS / INSPECTIONS
2026 202613513|2020 $600.00

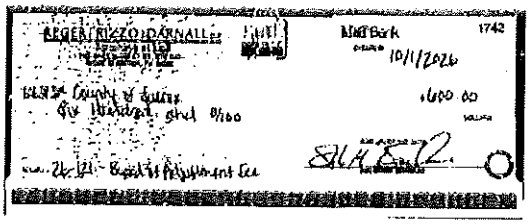
$600.00

Subtotal $600.00
Total $600.00

Tenders
CHECK $600.00
Check Number001742

Change due $0.00

Paid by: REGER RIZZO DARNALL

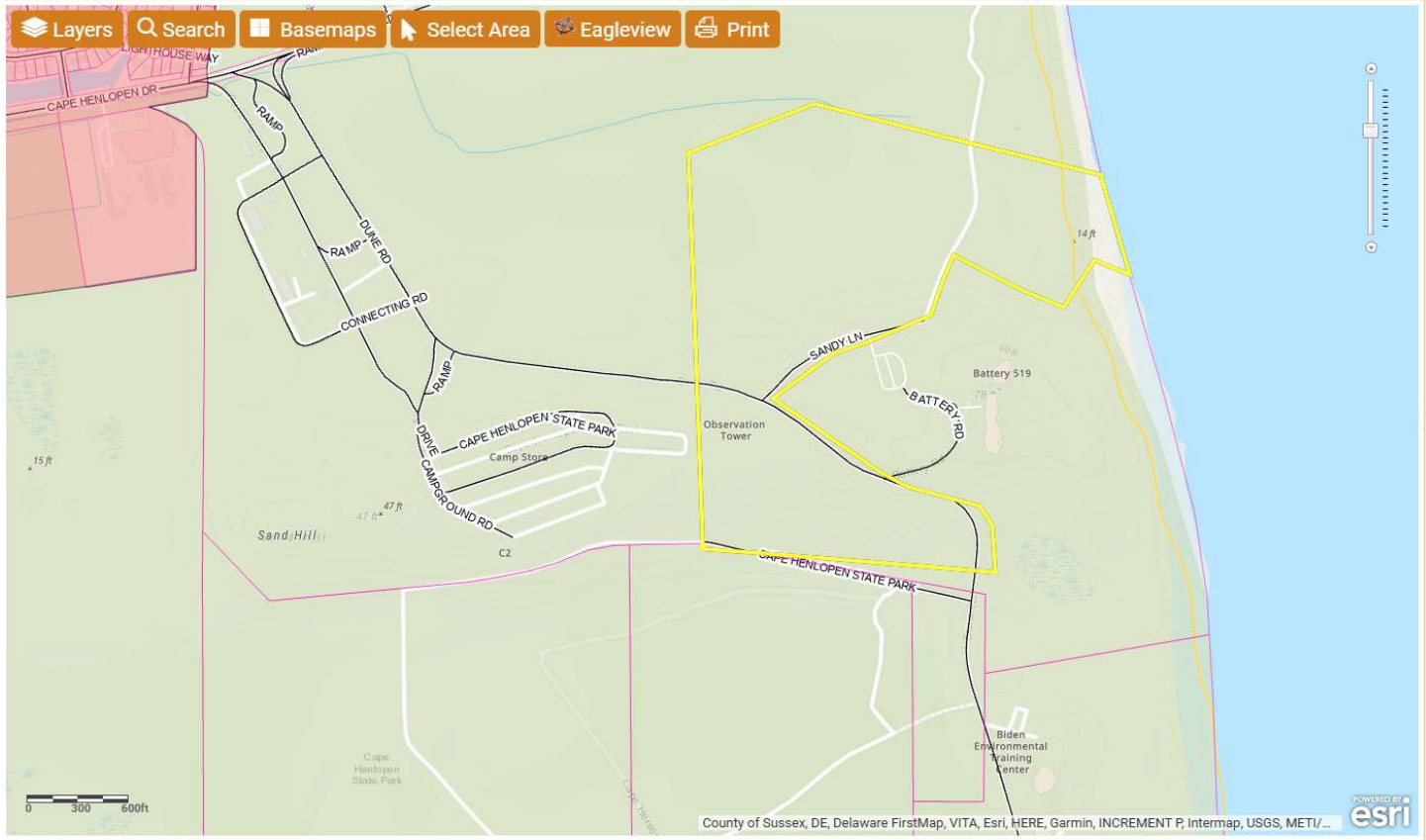


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SUSSEX COUNTY
DELAWARE

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Selected Features: Parcels (1)

1) 335-9.00-23.00 Zoom

BOOK	0
PAGE	0
FULLNAME	DELAWARE STATE OF
Second_Owner_Name	
MAILINGADDRESS	PO BOX 778
CITY	DOVER
STATE	DE
a_account	
DESCRIPTION	ALONG ATLANTIC OCEAN
DESCRIPTION2	94.24 AC
DESCRIPTION3	471200
LUC	803
SCHOOL	6
MUNI	00
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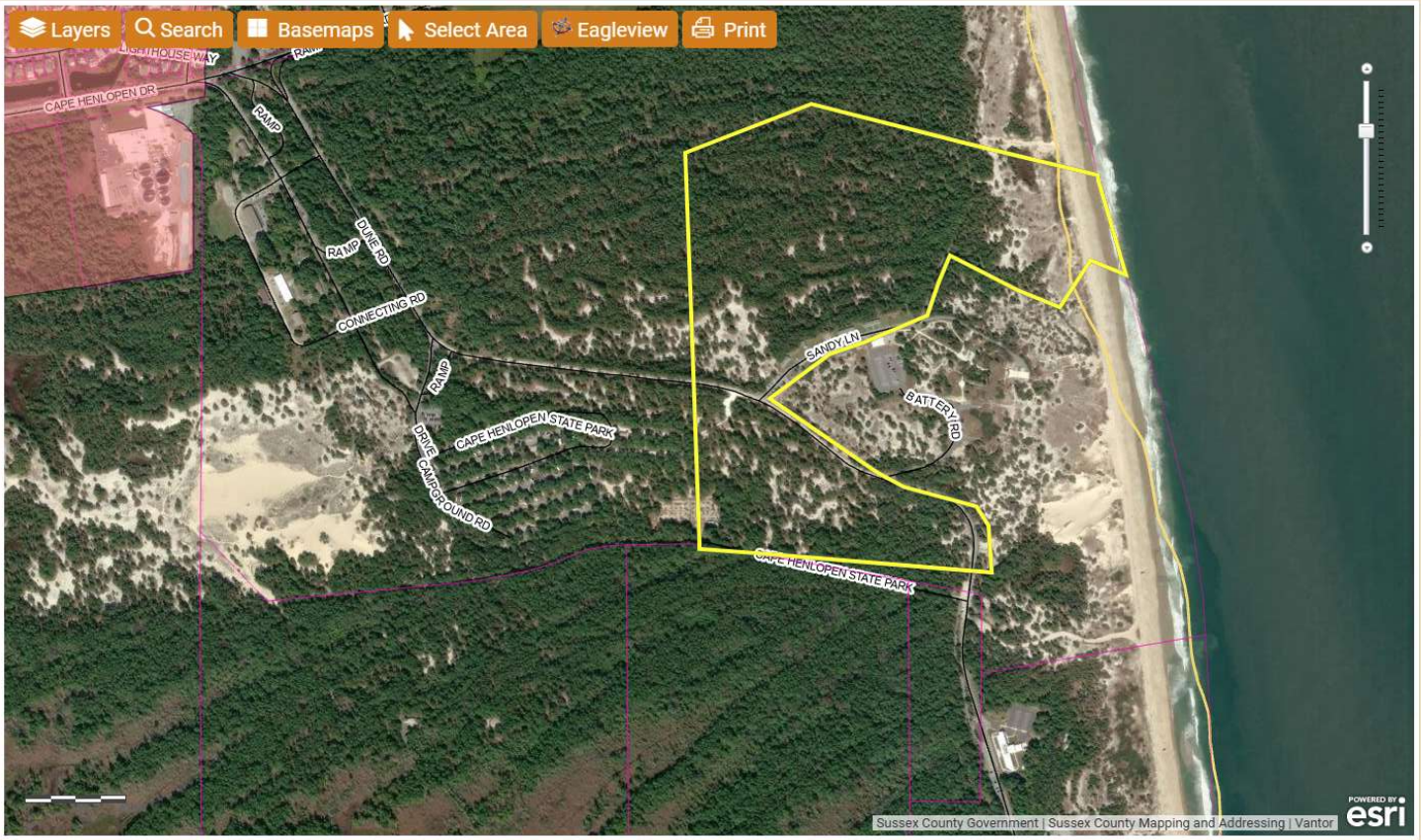
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1) 335-9.00-23.00 Zoom

BOOK	0
PAGE	0
FULLNAME	DELAWARE STATE OF
Second_Owner_Name	
MAILINGADDRESS	PO BOX 778
CITY	DOVER
STATE	DE
a_account	
DESCRIPTION	ALONG ATLANTIC OCEAN
DESCRIPTION2	94.24 AC
DESCRIPTION3	471200
LUC	803
SCHOOL	6
MUNI	00
CAP	0
APRBLDG	113200
APRLAND	1.12991e+007
PINWASSEMENTUNIT	335-9.00-23.00
PIN	335-9.00-23.00

Selected Features (1)

Clear Selected


CONNECTEXPLORER
Search
Search by SUSSEXPARCELS
335-9.00-23.00
Search results (1)
Options
335-9.00-23.00
workspaces
200 ft
50 m
map: Auto (Oblique)
Dates: All
image 1 of 38
04/04/2019

Case # 13239
Hearing Date 11-16-2026
20261381 7

RECEIVED
OCT 09 2026
SUSSEX COUNTY
PLANNING & ZONING

Board of Adjustment Application
Sussex County, Delaware

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

Type of Application: (please check all applicable)

Variance [X]
Special Use Exception [ ]
Administrative Variance [ ]
Appeal [ ]

Existing Condition [ ]
Proposed [ ]
Code Reference (office use only)

Site Address of Variance/Special Use Exception:
420 Canal Way West (Salt Pond), Bethany Beach De

Variance/Special Use Exception/Appeal Requested:
* variance request attached *

Tax Map #: 1-34-13-1373 **Property Zoning:** lot #66 MR-RPC AE, B.F.E = 6.0'

Applicant Information

Applicant Name: Sebastian Velasquez
Applicant Address: 33670 Feather Lane
City Dagsboro State De Zip: 19939
Applicant Phone #: 301-758-1726 Applicant e-mail: sebastiansculpts@gmail.com

Owner Information

Owner Name: John + Linda Conaway
Owner Address: 420 Canal Way West Salt Pond
City Bethany State De Zip: 19930 Purchase Date: 11-4-95
Owner Phone #: 703-217-1151 Owner e-mail: JKconaway@aol.com

Agent/Attorney Information

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

Signature of Owner/Agent/Attorney

John B Conaway Date: Oct 2, 2026

Criteria for a Variance: (Please provide a written statement regarding each criteria).

*You shall demonstrate to the Board of Adjustment that the property meets **all** of the following criteria for a Variance to be granted.*

In granting any variance the Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of the Zoning Ordinance or Code. The Board is empowered in no case, however, to grant a variance in the use of land or structures thereon.

1. Uniqueness of property:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

2. Cannot otherwise be developed:

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

3. Not created by the applicant:

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

4. Will not alter the essential character of the neighborhood:

That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use of development of adjacent property, nor be detrimental to the public welfare.

5. Minimum variance:

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

Variance Request

Property Address: 420 Canal Way West, Bethany Beach, DE 19930
Property Owners: John & Linda Conaway

Variance Requested

The owners request a variance from the five-foot rear setback requirement to permit reconstruction of an existing deck.

The proposed rebuild will remain within the same footprint occupied by the existing deck, which has been on the property for approximately 23 years. The owners are not seeking to extend the deck past the existing encroachment. The proposed reconstruction will allow the deck to be brought into current code compliance and will provide safer, more direct access from the rear sliding door to the existing dock.

Criteria For Variance

1. Uniqueness of Property:

The property backs directly to the Bethany Beach (Loop) Canal, leaving only 10-12 feet of space between the existing dwelling and bulkhead, which significantly restricts the area available for an updated rear deck.

The current deck has existed on the property for approximately 23 years and is in need of improvements to ensure its safety and updated code compliance for current residents. The narrowness of the space and proximity to the canal creates a unique physical condition of the lot that requires a variance of the otherwise necessary five-foot setback.

2. Cannot Otherwise Be Developed/ Reasonable Use:

Strict application of the five-foot setback would require the replacement deck to be reduced from the current footprint that has existed for approximately 23 years. This would leave a five-foot gap between the proposed deck and bulkhead, which creates an unreasonable, and potentially unsafe, use of the property.

Additionally, the proposed deck does not extend beyond the existing deck footprint. Its reconstruction is intended to preserve the established use of this portion of the property while providing safe, code-compliant access directly from the existing rear sliding door to the dock.

Because of the location of the dwelling, sliding door, canal, and bulkhead, the requested variance is necessary to permit reasonable and safe use of this existing area of the property.

3. Not Created by the Applicant:

The practical difficulty of the circumstances requiring the variance were not created by the applicants. The location of the dwelling, rear sliding door, canal, bulkhead and existing deck configuration already exist.

The applicants are not seeking to enlarge the deck footprint or create a new encroachment into the setback. They seek only to reconstruct the deck within its long-established footprint. This would bring the new construction into current code compliance, create an ease of use for residents and ensure safe access from the dwelling to the dock.

4. Will Not Alter The Essential Character of the Neighborhood:

The proposed replacement deck will occupy the same footprint as the existing deck and therefore will not alter the established character of the property or surrounding neighborhood.

Other neighboring properties along the canal have similar decks extending to or near their bulkheads. The homeowners' association has approved the proposed project.

The replacement deck will not impair the reasonable use of adjacent properties, obstruct neighboring water views, interfere with canal navigation, or otherwise negatively affect the public welfare.

Because the deck has existed in this location for approximately 23 years and the replacement will remain within the same footprint, the proposed reconstruction will maintain, rather than alter, the established character of the property and surrounding waterfront area.

5. Minimum Variance Necessary:

The applicants are not requesting an expansion of the existing deck footprint or an additional encroachment towards the canal. The request is limited to reconstruction within the established footprint by the existing deck, which represents the minimum relief necessary.

The requested relief therefore represents the least modification of the setback requirement necessary to permit replacement of the existing deck, achieve current code compliance, and provide safe and direct access from the dwelling to the dock.

Closing Statement:

The applicants respectfully request approval of the variance because: the request is limited to an existing and long-established deck footprint; the property is constricted by a unique physical configuration that was not created by the applicants; the variance will not adversely affect neighboring properties or the overall character of the community; and it represents the minimum relief necessary to allow safe and reasonable use of the property.

Check List for Applications

The following shall be submitted with the application

- ☐ • **Completed Application**
- ☐ • **Provide a survey of the property** (Variance)
  - o Survey shall show the location of building(s), building setbacks, stairs, deck, etc.
  - o Survey shall show distances from property lines to buildings, stairs, deck, etc.
  - o Survey shall be signed and sealed by a Licensed Surveyor.
- ☐ • **Provide a Site Plan or survey of the property** (Special Use Exception)
- ☐ • **Provide relevant Application Fee (please refer to fees effective July 1, 2022)**
- ☐ • **Provide written response to criteria for Variance or Special Use Exception** (may be on a separate document if not enough room on the form)
- ☐ • **Copy of Receipt (staff)**
- ☐ • **Optional - Additional information for the Board to consider** (ex. photos, letters from neighbors, etc.)
- ☐ • **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 Hearing for the application.**

Please be advised that the decision of the Board of Adjustment is only final when the written decision is filed with the Board's secretary. To determine whether the written decision has been filed, you may call the Planning & Zoning Department at 302-855-7878. The written decision is generally completed within thirty (30) to sixty (60) days following the Board's vote on the application or appeal. Please include the case number when calling about the decision.

Please be advised that any action taken in reliance of the Board's decision prior to the filing of the written decision and the expiration of any applicable appeal period is taken at the Property Owner's Risk.

The undersigned acknowledges that that he or she has read the application completely and that if the appellant / applicant is unable to convince the Board that the standards for granting relief have been met, the appeal / application will be denied.

Signature of Owner/Agent/Attorney

_____ Date: _____

For office use only:

Date Submitted: _____ Fee: Check #: _____

Staff accepting application: _____ Application & Case #: _____

Location of property: _____

_____

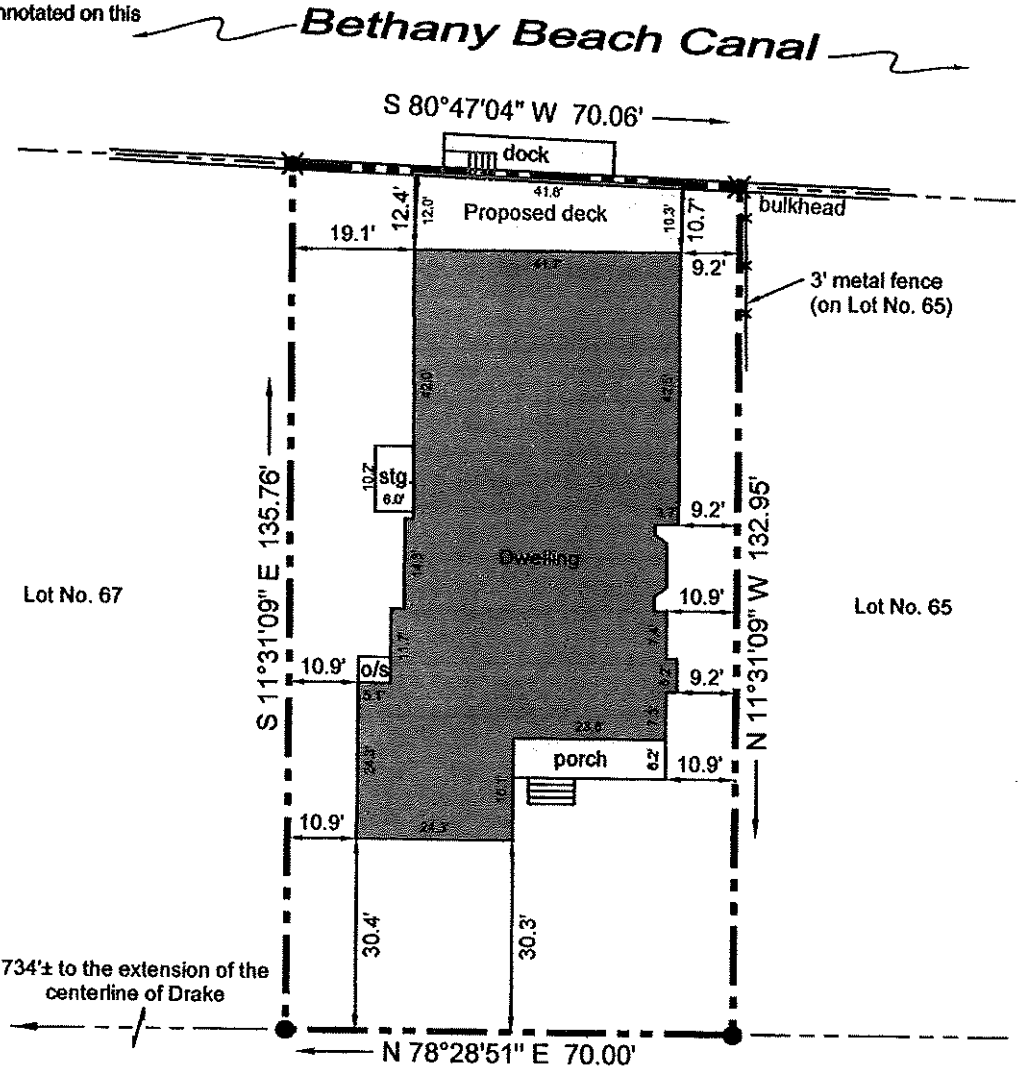
Subdivision: _____ Lot#: _____ Block#: _____

Date of Hearing: _____ Decision of Board: _____

DISCLAIMER / NOTES:
- Other than shown, this plat and survey does not verify the existence or nonexistence of right-of-ways and/or easements pertaining to this property.including but not limited to Tax Ditch Easements.
- No title search provided or stipulated.
- Other than shown, deck and eve overhangs are not annotated on this survey.

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

PHILIPPIANS 4:6-7



CANAL WAY WEST
(50' r/w)

O FOUNDATION FOOTER (FD)

● 3/4" PIPE (FD)

⊠ PK NAIL (FD)

SCALE: 1"=30'

AREA: 9,405 SQ. FT.

PARCEL ID NO: 134-13.00-1373.00

Lands of JOHN B. CONAWAY and LINDA K. CONAWAY to be conveyed to SEBASTIAN VELASQUEZ. Being known as LOT NO. 66, PHASE NO. 1, THE SALT POND. Ref: Plat Book 47, Page 65.

FIRM INFORMATION:
100029 - 0512 - K
MARCH 16, 2015
ZONE: "AE", B.F.E.= 6.0'
CLASS "B" SURVEY

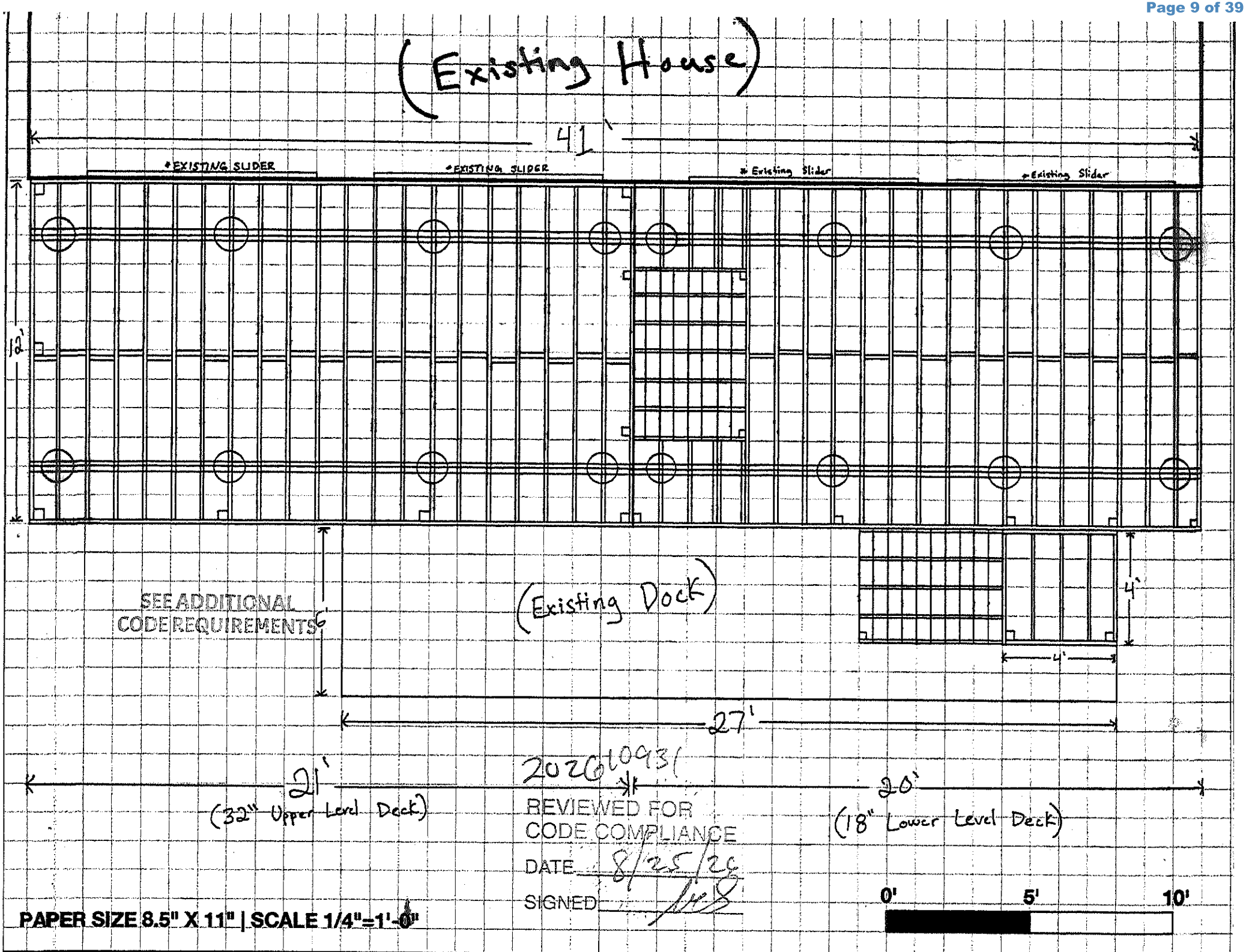
HUNDRED: BALTIMORE
COUNTY: SUSSEX
STATE OF DELAWARE
DATE OF ORIGINAL: 09-30-2026
DRAWN BY: MATT LEVESQUE
REVIEWED BY: MICHAEL LOVELAND

Revised: 10/05/2026, Proposed Deck shown.

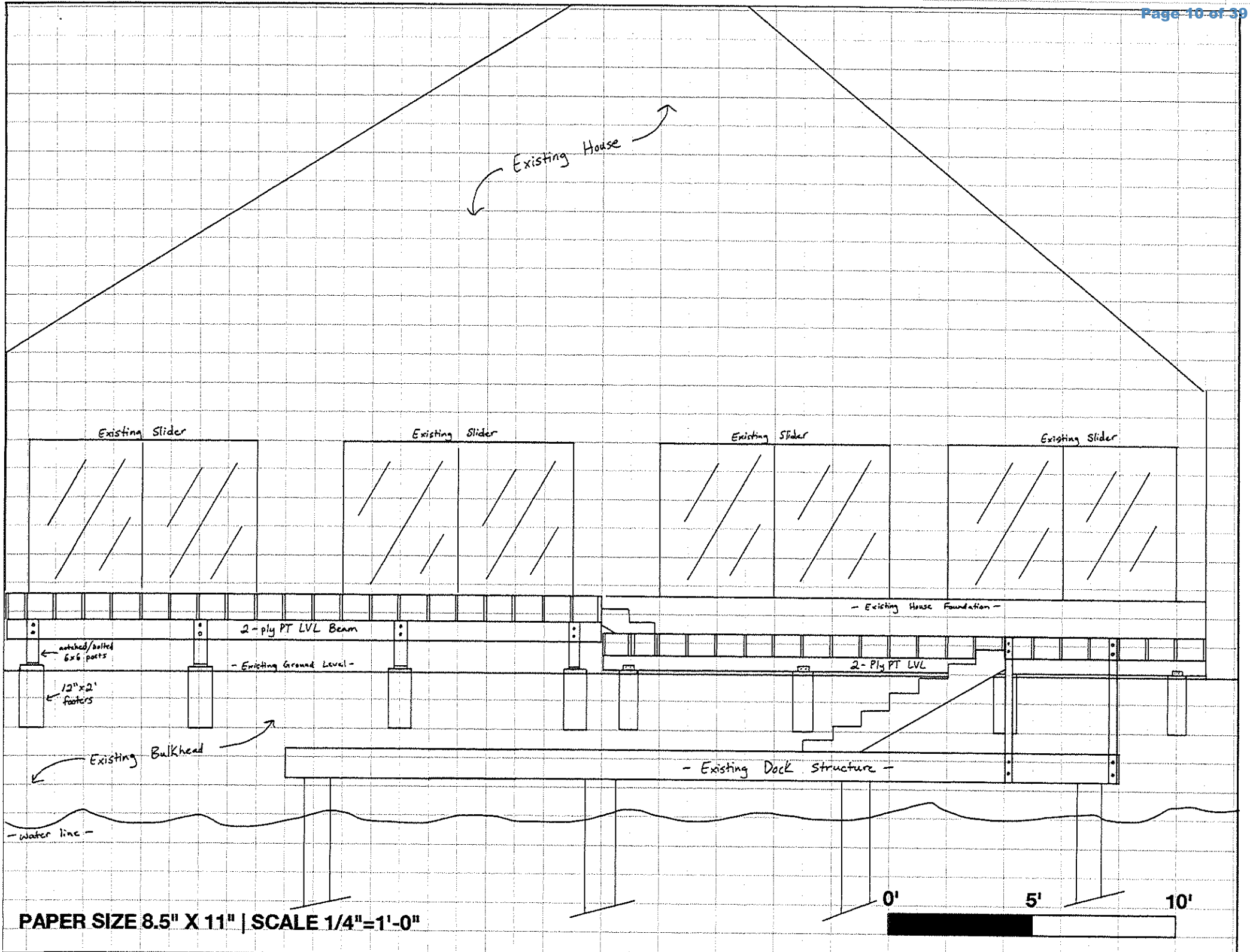
SIMPLER SURVEYING & ASSOCIATE, INC.
32486 POWELL FARM ROAD, FRANKFORD, DE 19945
www.delawaresurveyor.com
PHONE: (302) 539-7873

SEAL
GREGORY M. HOOK
REGISTERED
No. LS0000714
DELAWARE
PROFESSIONAL LAND SURVEYOR
P.L.S.

I, Gregory M. Hook, registered as a Professional Land Surveyor in the State of Delaware, hereby state that the information shown on this plan has been prepared under my supervision and meets the standards of practice as established by the State of Delaware Board of Professional Land Surveyors. Any changes to the property conditions, improvements, boundary or property corners after the date shown hereon shall necessitate a new review and certification for any official or legal use.



PAPER SIZE 8.5" X 11" | SCALE 1/4"=1'-0"

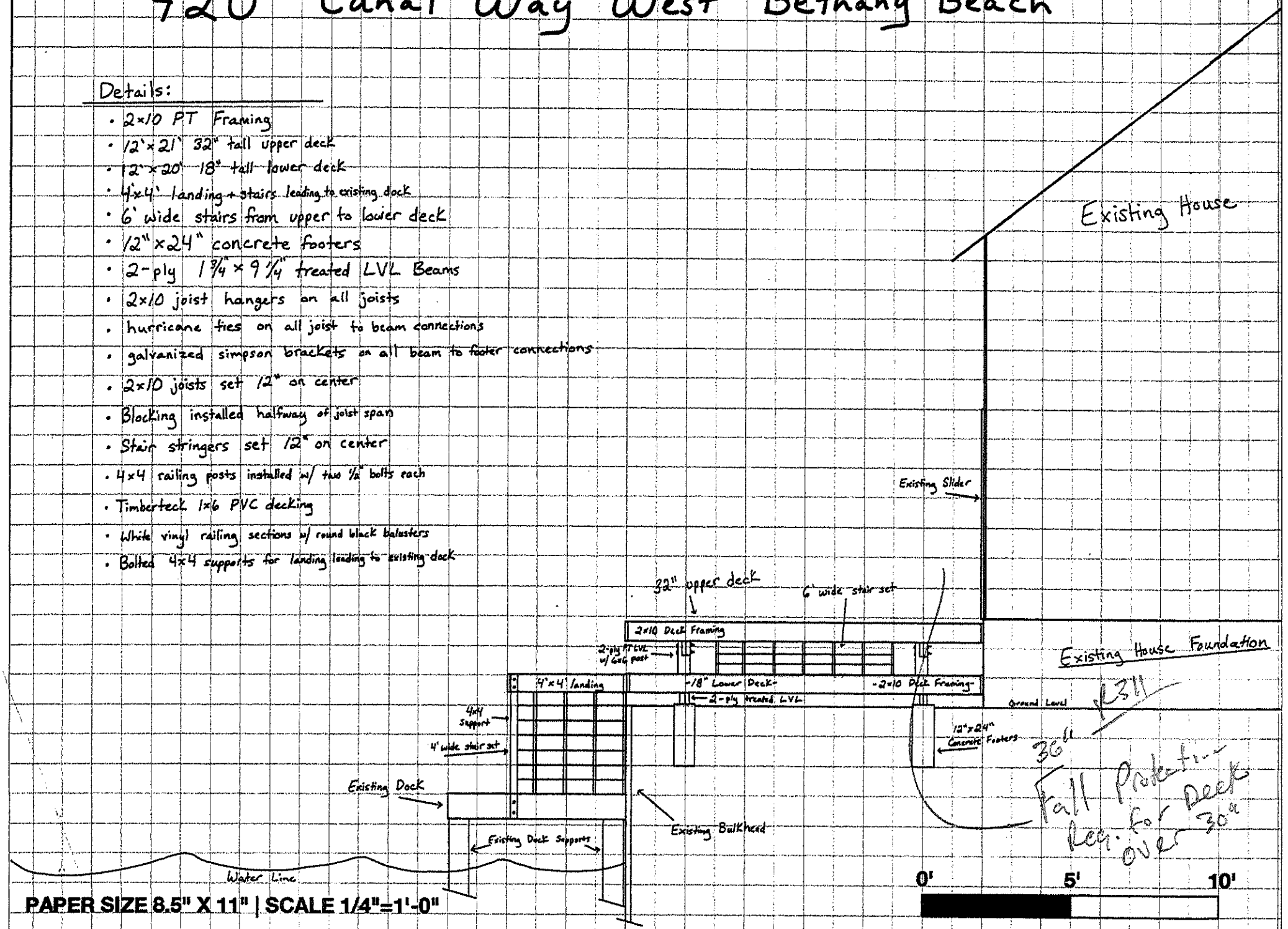


PAPER SIZE 8.5" X 11" | SCALE 1/4"=1'-0"

420 Canal Way West Bethany Beach

Details:

- 2x10 PT Framing
- 12'x21' 32" tall upper deck
- 12'x20' 18" tall lower deck
- 4'x4' landing + stairs leading to existing dock
- 6' wide stairs from upper to lower deck
- 12"x24" concrete footers
- 2-ply 1 3/4" x 9 1/4" treated LVL Beams
- 2x10 joist hangers on all joists
- hurricane ties on all joist to beam connections
- galvanized simpson brackets on all beam to footer connections
- 2x10 joists set 12" on center
- Blocking installed halfway of joist span
- Stair stringers set 12" on center
- 4x4 railing posts installed w/ two ½" bolts each
- Timberteck 1x6 PVC decking
- White vinyl railing sections w/ round black balusters
- Bolted 4x4 supports for landing leading to existing dock



PAPER SIZE 8.5" X 11" | SCALE 1/4"=1'-0"

Original Existing Deck @ 420 Canal Way West



300



*Salt Pond HOA Approval Email *

Subject 420 Canal Way West

From Gary Speicher <garyspeicher@gmail.com>

To: John Conaway <Ltgenjbc@aol.com>, Joseph Mignogna <foxrun1@msn.com>, Joel A Gibson <joelagibson@gmail.com>, Dirk Hagen <dwhagen@comcast.net>, Tony Matthews <tonym@agminc.com>, Tom Catlin <topcat529@gmail.com>, Teresa Buccheri <teresa.buccheri@fsresidential.com>

Date Today at 10:51 AM

The ARC committee reviewed your application to replace your deck and dock. The project was approved as

submitted.

Work may be done Monday through Saturday 7AM until 7PM with no work allowed on Sunday's or Holidays.

Please advise me when the project is complete.

Hope all goes well.

--

Gary Speicher

Gmail *DNREC Approval*

Sebastian Velasquez <loco4hockey@gmail.com>

RE: 420 Canal Way West Inquiry

Yoder, Mackenzie (DNREC) <mackenzie.yoder@delaware.gov>
To: Sebastian Velasquez <loco4hockey@gmail.com>

Thu, Sep 24, 2026 at 12:08 PM

Hi there,

Your project description based on the plan sheets provided and phone discussion includes:

1. Removal of existing steps from the top of the deck/bulkhead to the approximate center of the existing dock
2. Constructing a new 4x4 platform (landing) that extends from the bulkhead above the existing dock
3. Constructing new 4x5 steps from the platform down to the existing dock
4. Existing dock and pilings will remain in-place, no in-water work is proposed.

Dock maintenance and modifications that do not require in-water work and will not result in an increased footprint over subaqueous lands will **not** require a subaqueous lands permit from DNREC.

- Should any in-water work below the Mean High Water Line be required in the future, a subaqueous lands permit will be required. This includes in-kind replacement of structures, pilings, riprap, etc.

I was able to find historic documents for the original authorization of this structure and the approval was for a 5x25 dock. Your plans note the existing dock to be 6'W x 27'L

- This dock does not comply with the existing authorization but the DNREC WWS will not pursue enforcement action at this time.
- Please be aware that upon any future requests to perform in-water work, the property owner will be required to bring the dock into compliance with all applicable state and federal regulations to obtain department approval.

Please let me know if you have any additional questions – thank you!

Mackenzie Yoder

Environmental Scientist

Wetlands and Waterways Section

302-739-9943

Mackenzie.Yoder@delaware.gov

89 Kings Hwy., Dover, DE 19901

dnrec.delaware.gov

Sussex County Government
Treasury
2 The Circle, PO Box 601
Georgetown, DE 19947

10/09/2026 09:28AM Luz S.
Receipt Number: 001348532
33032040-0048

PERMITS / INSPECTIONS	
2026 202613817IZ020	$500.00
	$500.00
Subtotal	$500.00
TP CC SF	$15.00
Total	$515.00
Tenders	
TYLER PAYMENTS CC	$515.00
**********0976	
Ref=b3d2ed6e-1ddc-4cf3-a420-203ecc569a8f	
Auth=086094	
Change due	$0.00

Paid by: CARDHOLDER/VISA

Signature: _____

Thank you for your payment.

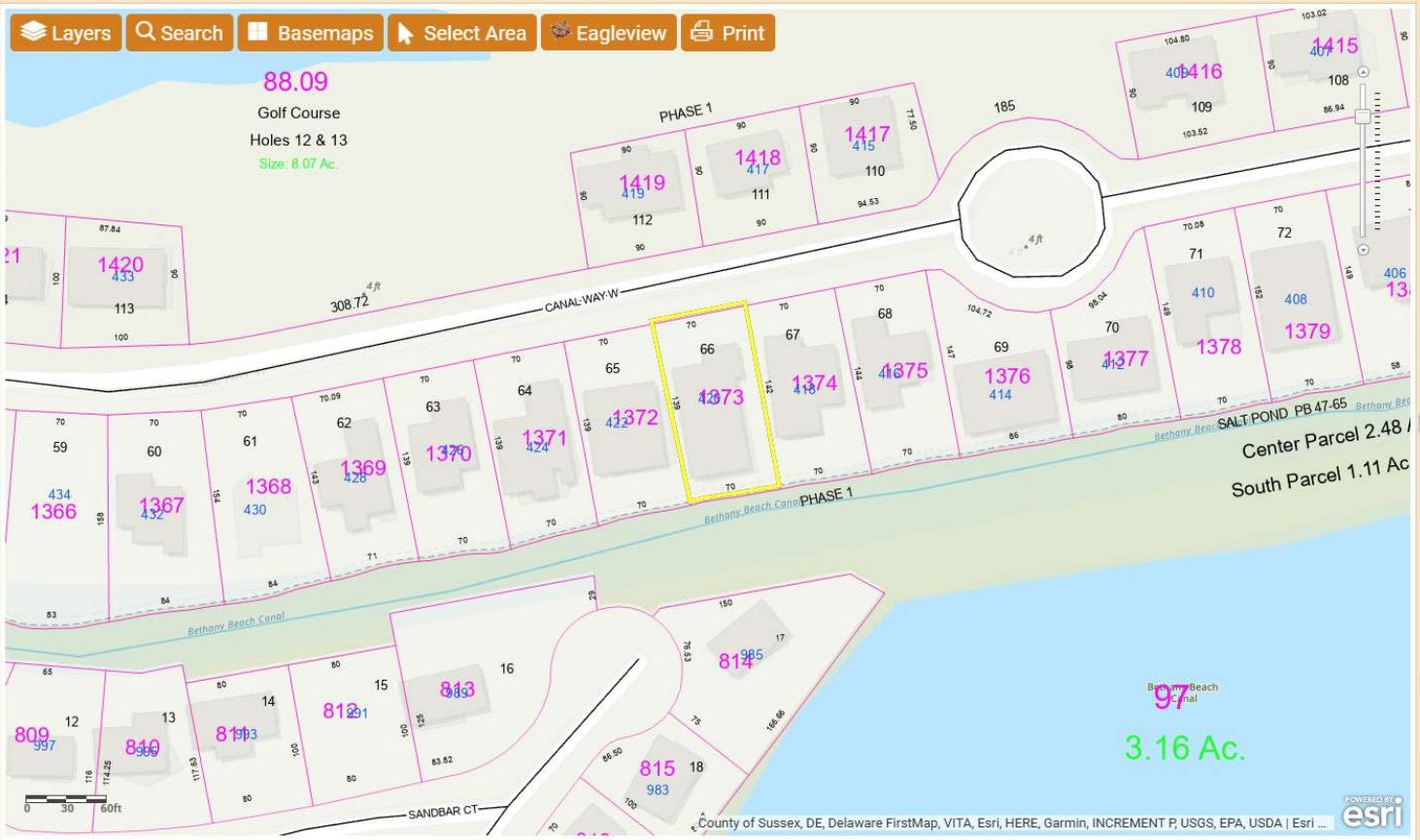
CUSTOMER COPY

service fee

TYLER PAYMENTS

SUSSEX COUNTY
DELAWARE

Help



Eagleview | Search Results

Selected Features: Parcels (1)

1) 134-13.00-1373.00 Zoom

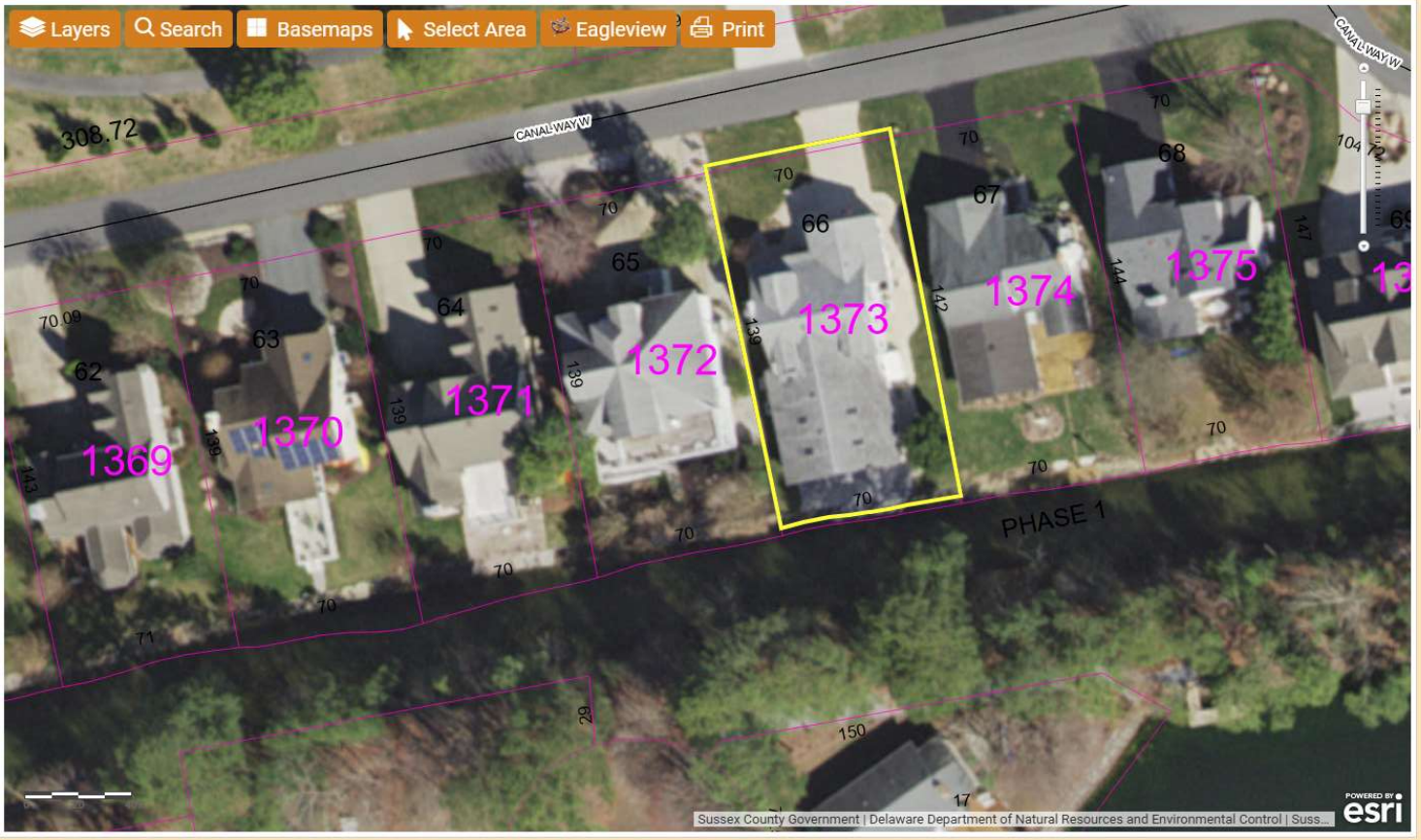
BOOK	2086
PAGE	315
FULLNAME	CONAWAY JOHN B
Second_Owner_Name	LINDA K
MAILINGADDRESS	420 CANAL WAY W
CITY	BETHANY BEACH
STATE	DE
a_account	02-01-1373
DESCRIPTION	THE SALT POND
DESCRIPTION2	LOT 66
DESCRIPTION3	PHASE I
LUC	101
SCHOOL	1
MUNI	00
CAP	2
APRBLDG	428700
APRLAND	460000
PINWASSEMENTUNIT	134-13.00-1373.00
PIN	134-13.00-1373.00

Selected Features (1)

Clear Selected

SUSSEX COUNTY
DELAWARE

Help



Eagleview | Search Results

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BOOK	2086
PAGE	315
FULLNAME	CONAWAY JOHN B
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APRBLDG	428700
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PIN	134-13.00-1373.00

Selected Features (1)

Clear Selected


CONNECTEXPLORER
Search
Search by SUSSEXPARCELS
134-13.00-1373.00
Search results (1)
Options
134-13.00-1373.00
Workspaces
© 2025 Eagleview
map: Auto (Oblique)
Dates: All
image 1 of 74
03/11/2025

Criteria for a Variance: (Please provide a written statement regarding each criteria).

*You shall demonstrate to the Board of Adjustment that the property meets **all** of the following criteria for a Variance to be granted.*

In granting any variance the Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of the Zoning Ordinance or Code. The Board is empowered in no case, however, to grant a variance in the use of land or structures thereon.

1. Uniqueness of property:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

2. Cannot otherwise be developed:

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

3. Not created by the applicant:

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

4. Will not alter the essential character of the neighborhood:

That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use of development of adjacent property, nor be detrimental to the public welfare.

5. Minimum variance:

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

Variance Request

Property Address: 420 Canal Way West, Bethany Beach, DE 19930
Property Owners: John & Linda Conaway

Variance Requested

The owners request a variance from the five-foot rear setback requirement to permit reconstruction of an existing deck.

The proposed rebuild will remain within the same footprint occupied by the existing deck, which has been on the property for approximately 23 years. The owners are not seeking to extend the deck past the existing encroachment. The proposed reconstruction will allow the deck to be brought into current code compliance and will provide safer, more direct access from the rear sliding door to the existing dock.

Criteria For Variance

1. Uniqueness of Property:

The property backs directly to the Bethany Beach (Loop) Canal, leaving only 10-12 feet of space between the existing dwelling and bulkhead, which significantly restricts the area available for an updated rear deck.

The current deck has existed on the property for approximately 23 years and is in need of improvements to ensure its safety and updated code compliance for current residents. The narrowness of the space and proximity to the canal creates a unique physical condition of the lot that requires a variance of the otherwise necessary five-foot setback.

2. Cannot Otherwise Be Developed/ Reasonable Use:

Strict application of the five-foot setback would require the replacement deck to be reduced from the current footprint that has existed for approximately 23 years. This would leave a five-foot gap between the proposed deck and bulkhead, which creates an unreasonable, and potentially unsafe, use of the property.

Additionally, the proposed deck does not extend beyond the existing deck footprint. Its reconstruction is intended to preserve the established use of this portion of the property while providing safe, code-compliant access directly from the existing rear sliding door to the dock.

Because of the location of the dwelling, sliding door, canal, and bulkhead, the requested variance is necessary to permit reasonable and safe use of this existing area of the property.

3. Not Created by the Applicant:

The practical difficulty of the circumstances requiring the variance were not created by the applicants. The location of the dwelling, rear sliding door, canal, bulkhead and existing deck configuration already exist.

The applicants are not seeking to enlarge the deck footprint or create a new encroachment into the setback. They seek only to reconstruct the deck within its long-established footprint. This would bring the new construction into current code compliance, create an ease of use for residents and ensure safe access from the dwelling to the dock.

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The proposed replacement deck will occupy the same footprint as the existing deck and therefore will not alter the established character of the property or surrounding neighborhood.

Other neighboring properties along the canal have similar decks extending to or near their bulkheads. The homeowners' association has approved the proposed project.

The replacement deck will not impair the reasonable use of adjacent properties, obstruct neighboring water views, interfere with canal navigation, or otherwise negatively affect the public welfare.

Because the deck has existed in this location for approximately 23 years and the replacement will remain within the same footprint, the proposed reconstruction will maintain, rather than alter, the established character of the property and surrounding waterfront area.

5. Minimum Variance Necessary:

The applicants are not requesting an expansion of the existing deck footprint or an additional encroachment towards the canal. The request is limited to reconstruction within the established footprint by the existing deck, which represents the minimum relief necessary.

The requested relief therefore represents the least modification of the setback requirement necessary to permit replacement of the existing deck, achieve current code compliance, and provide safe and direct access from the dwelling to the dock.

Closing Statement:

The applicants respectfully request approval of the variance because: the request is limited to an existing and long-established deck footprint; the property is constricted by a unique physical configuration that was not created by the applicants; the variance will not adversely affect neighboring properties or the overall character of the community; and it represents the minimum relief necessary to allow safe and reasonable use of the property.

Check List for Applications

The following shall be submitted with the application

- ☐ • **Completed Application**
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Please be advised that any action taken in reliance of the Board's decision prior to the filing of the written decision and the expiration of any applicable appeal period is taken at the Property Owner's Risk.

The undersigned acknowledges that that he or she has read the application completely and that if the appellant / applicant is unable to convince the Board that the standards for granting relief have been met, the appeal / application will be denied.

Signature of Owner/Agent/Attorney

_____ Date: _____

For office use only:

Date Submitted: _____ Fee: Check #: _____

Staff accepting application: _____ Application & Case #: _____

Location of property: _____

_____

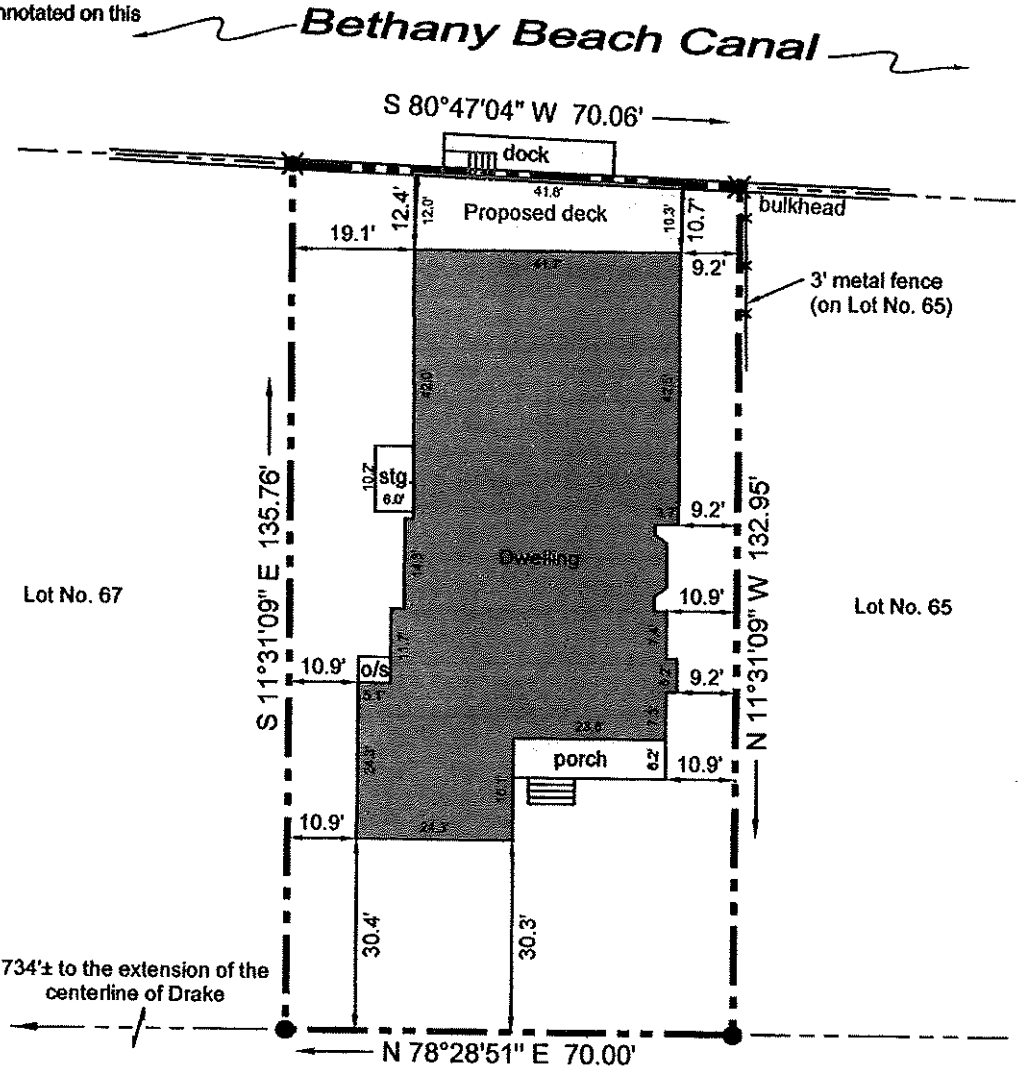
Subdivision: _____ Lot#: _____ Block#: _____

Date of Hearing: _____ Decision of Board: _____

DISCLAIMER / NOTES:
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- No title search provided or stipulated.
- Other than shown, deck and eve overhangs are not annotated on this survey.

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

PHILIPPIANS 4:6-7



CANAL WAY WEST
(50' r/w)

O FOUNDATION FOOTER (FD)

● 3/4" PIPE (FD)

⊠ PK NAIL (FD)

SCALE: 1"=30'

AREA: 9,405 SQ. FT.

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MARCH 16, 2015
ZONE: "AE", B.F.E.= 6.0'
CLASS "B" SURVEY

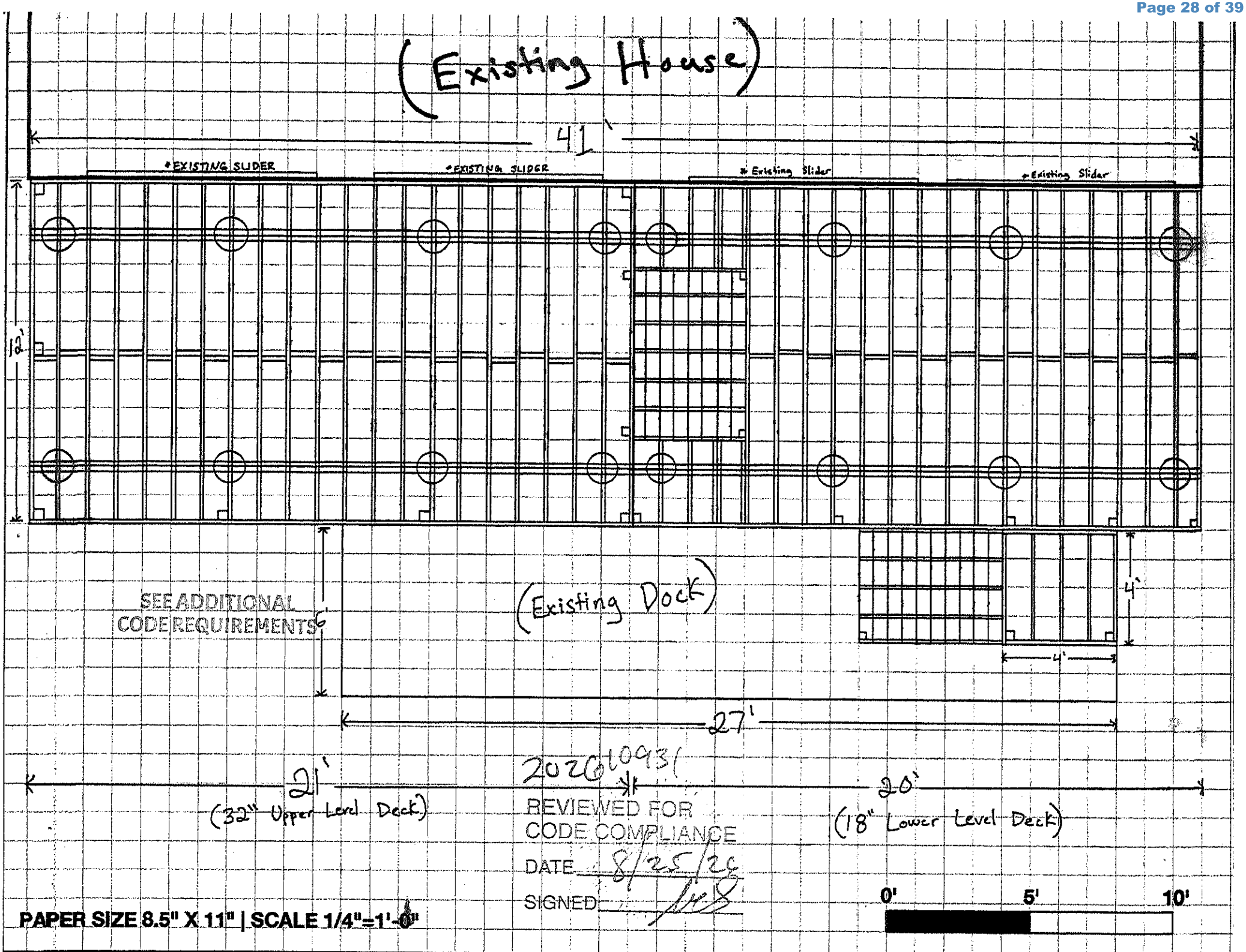
HUNDRED: BALTIMORE
COUNTY: SUSSEX
STATE OF DELAWARE
DATE OF ORIGINAL: 09-30-2026
DRAWN BY: MATT LEVESQUE
REVIEWED BY: MICHAEL LOVELAND

Revised: 10/05/2026, Proposed Deck shown.

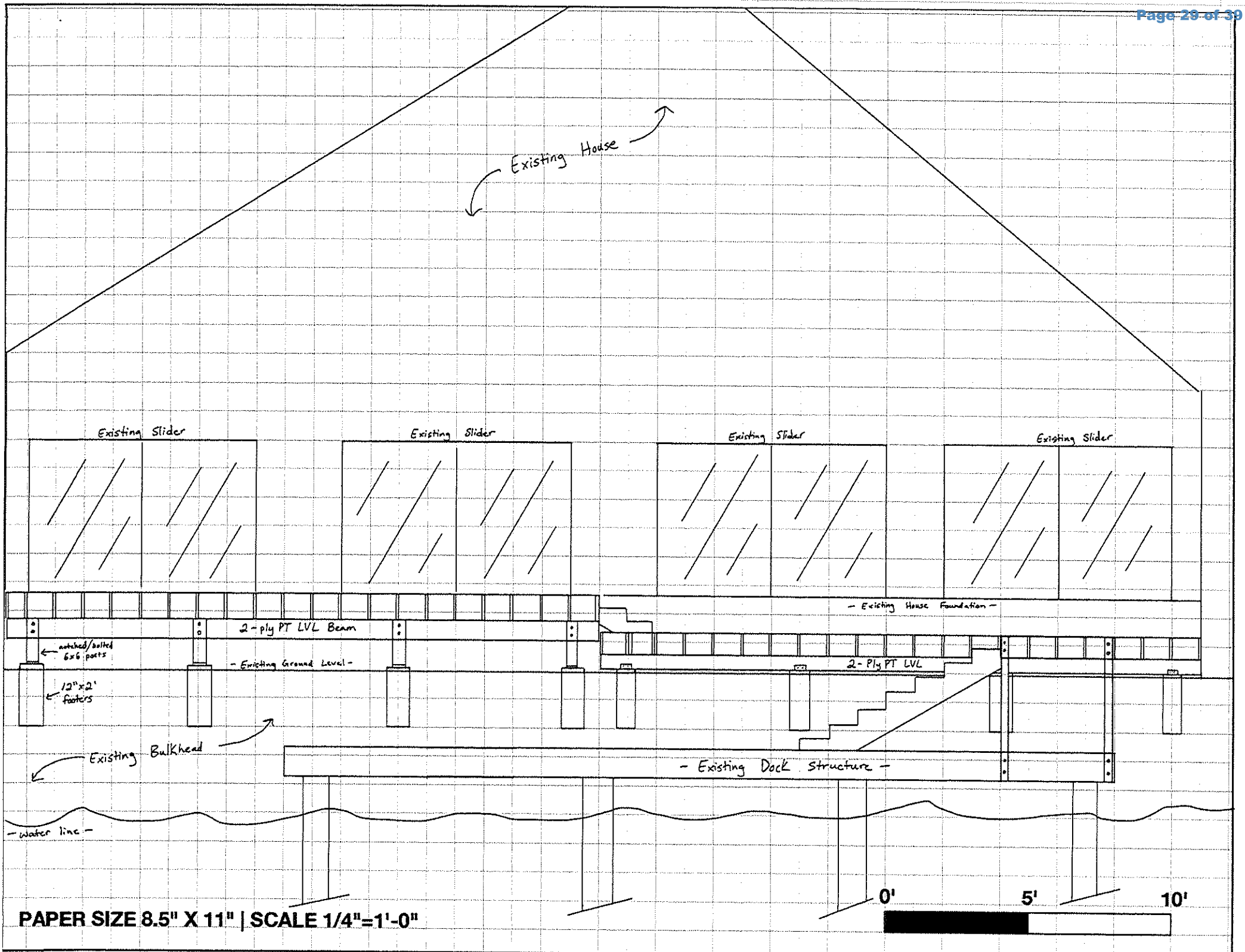
SIMPLER SURVEYING & ASSOCIATE, INC.
32486 POWELL FARM ROAD, FRANKFORD, DE 19945
www.delawaresurveyor.com
PHONE: (302) 539-7873

SEAL
GREGORY M. HOOK
REGISTERED
No. LS0000714
DELAWARE
PROFESSIONAL LAND SURVEYOR
P.L.S.

I, Gregory M. Hook, registered as a Professional Land Surveyor in the State of Delaware, hereby state that the information shown on this plan has been prepared under my supervision and meets the standards of practice as established by the State of Delaware Board of Professional Land Surveyors. Any changes to the property conditions, improvements, boundary or property corners after the date shown hereon shall necessitate a new review and certification for any official or legal use.



PAPER SIZE 8.5" X 11" | SCALE 1/4"=1'-0"

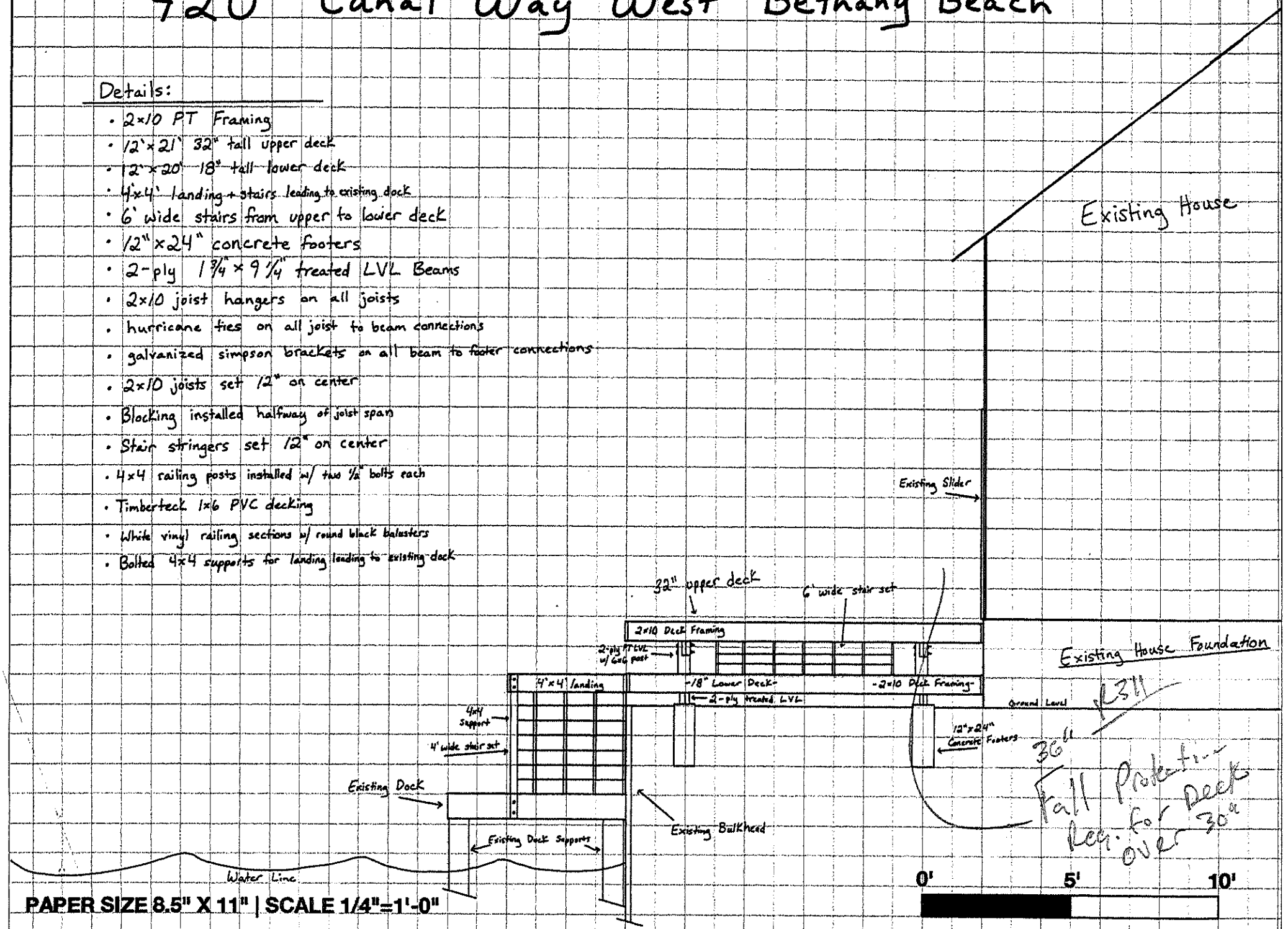


PAPER SIZE 8.5" X 11" | SCALE 1/4"=1'-0"

420 Canal Way West Bethany Beach

Details:

- 2x10 PT Framing
- 12'x21' 32" tall upper deck
- 12'x20' 18" tall lower deck
- 4'x4' landing + stairs leading to existing dock
- 6' wide stairs from upper to lower deck
- 12"x24" concrete footers
- 2-ply 1 3/4" x 9 1/4" treated LVL Beams
- 2x10 joist hangers on all joists
- hurricane ties on all joist to beam connections
- galvanized simpson brackets on all beam to footer connections
- 2x10 joists set 12" on center
- Blocking installed halfway of joist span
- Stair stringers set 12" on center
- 4x4 railing posts installed w/ two ½" bolts each
- Timberteck 1x6 PVC decking
- White vinyl railing sections w/ round black balusters
- Bolted 4x4 supports for landing leading to existing dock



PAPER SIZE 8.5" X 11" | SCALE 1/4"=1'-0"

Original Existing Deck @ 420 Canal Way West





*Salt Pond HOA Approval Email *

Subject 420 Canal Way West

From Gary Speicher <garyspeicher@gmail.com>

To: John Conaway <Ltgenjbc@aol.com>, Joseph Mignogna <foxrun1@msn.com>, Joel A Gibson <joelagibson@gmail.com>, Dirk Hagen <dwhagen@comcast.net>, Tony Matthews <tonym@agminc.com>, Tom Catlin <topcat529@gmail.com>, Teresa Buccheri <teresa.buccheri@fsresidential.com>

Date Today at 10:51 AM

The ARC committee reviewed your application to replace your deck and dock. The project was approved as

submitted.

Work may be done Monday through Saturday 7AM until 7PM with no work allowed on Sunday's or Holidays.

Please advise me when the project is complete.

Hope all goes well.

--

Gary Speicher

Gmail *DNREC Approval*

Sebastian Velasquez <loco4hockey@gmail.com>

RE: 420 Canal Way West Inquiry

Yoder, Mackenzie (DNREC) <mackenzie.yoder@delaware.gov>
To: Sebastian Velasquez <loco4hockey@gmail.com>

Thu, Sep 24, 2026 at 12:08 PM

Hi there,

Your project description based on the plan sheets provided and phone discussion includes:

1. Removal of existing steps from the top of the deck/bulkhead to the approximate center of the existing dock
2. Constructing a new 4x4 platform (landing) that extends from the bulkhead above the existing dock
3. Constructing new 4x5 steps from the platform down to the existing dock
4. Existing dock and pilings will remain in-place, no in-water work is proposed.

Dock maintenance and modifications that do not require in-water work and will not result in an increased footprint over subaqueous lands will **not** require a subaqueous lands permit from DNREC.

- Should any in-water work below the Mean High Water Line be required in the future, a subaqueous lands permit will be required. This includes in-kind replacement of structures, pilings, riprap, etc.

I was able to find historic documents for the original authorization of this structure and the approval was for a 5x25 dock. Your plans note the existing dock to be 6'W x 27'L

- This dock does not comply with the existing authorization but the DNREC WWS will not pursue enforcement action at this time.
- Please be aware that upon any future requests to perform in-water work, the property owner will be required to bring the dock into compliance with all applicable state and federal regulations to obtain department approval.

Please let me know if you have any additional questions – thank you!

Mackenzie Yoder

Environmental Scientist

Wetlands and Waterways Section

302-739-9943

Mackenzie.Yoder@delaware.gov

89 Kings Hwy., Dover, DE 19901

dnrec.delaware.gov

Sussex County Government
Treasury
2 The Circle, PO Box 601
Georgetown, DE 19947

10/09/2026 09:28AM Luz S.
Receipt Number: 001348532
33032040-0048

PERMITS / INSPECTIONS	
2026 202613817IZ020	$500.00
	$500.00
Subtotal	$500.00
TP CC SF	$15.00
Total	$515.00
Tenders	
TYLER PAYMENTS CC	$515.00
**********0976	
Ref=b3d2ed6e-1ddc-4cf3-a420-203ecc569a8f	
Auth=086094	
Change due	$0.00

Paid by: CARDHOLDER/VISA

Signature: _____

Thank you for your payment.

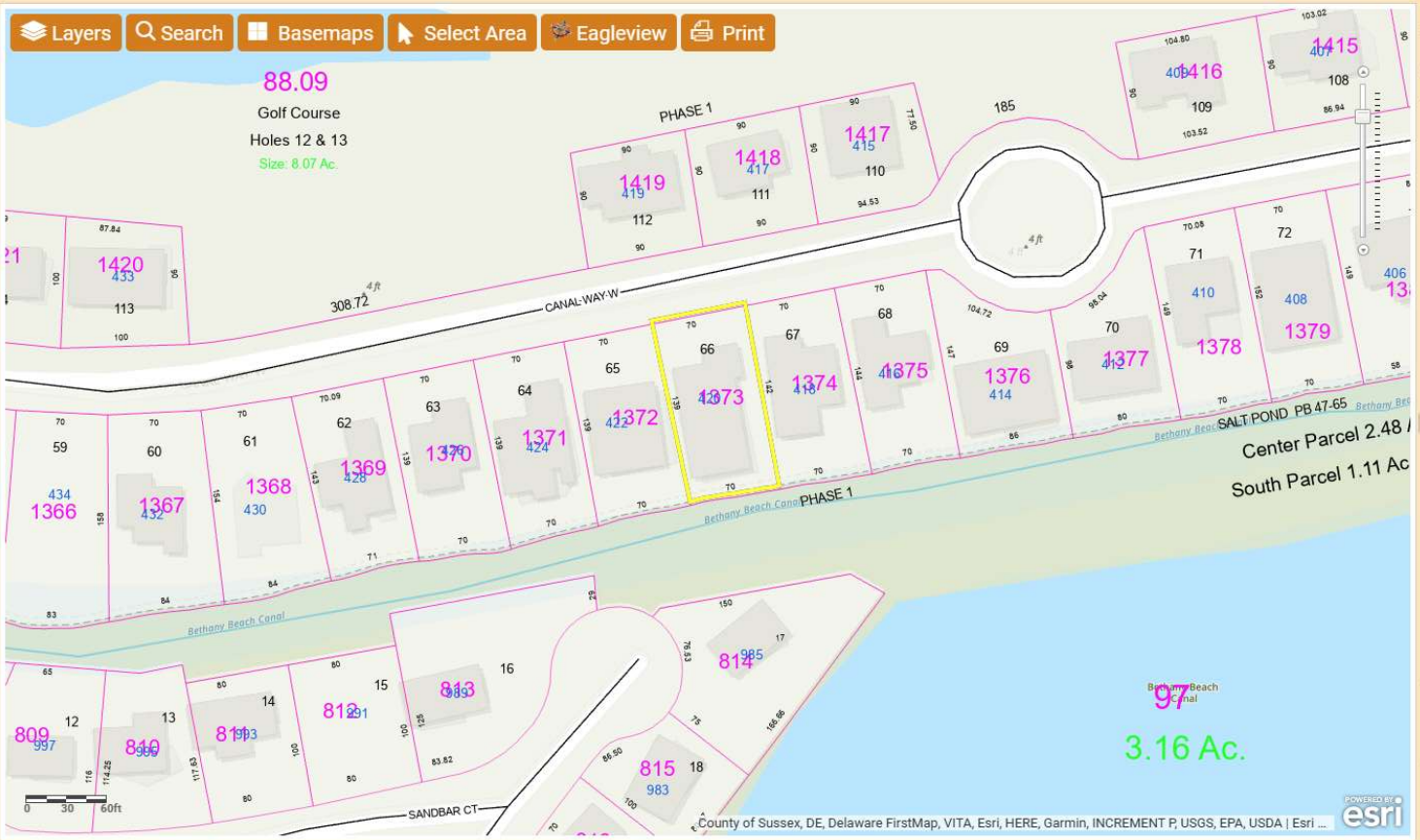
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service fee

TYLER PAYMENTS

SUSSEX COUNTY
DELAWARE

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Eagleview | Search Results

Selected Features: Parcels (1)

1) 134-13.00-1373.00 Zoom

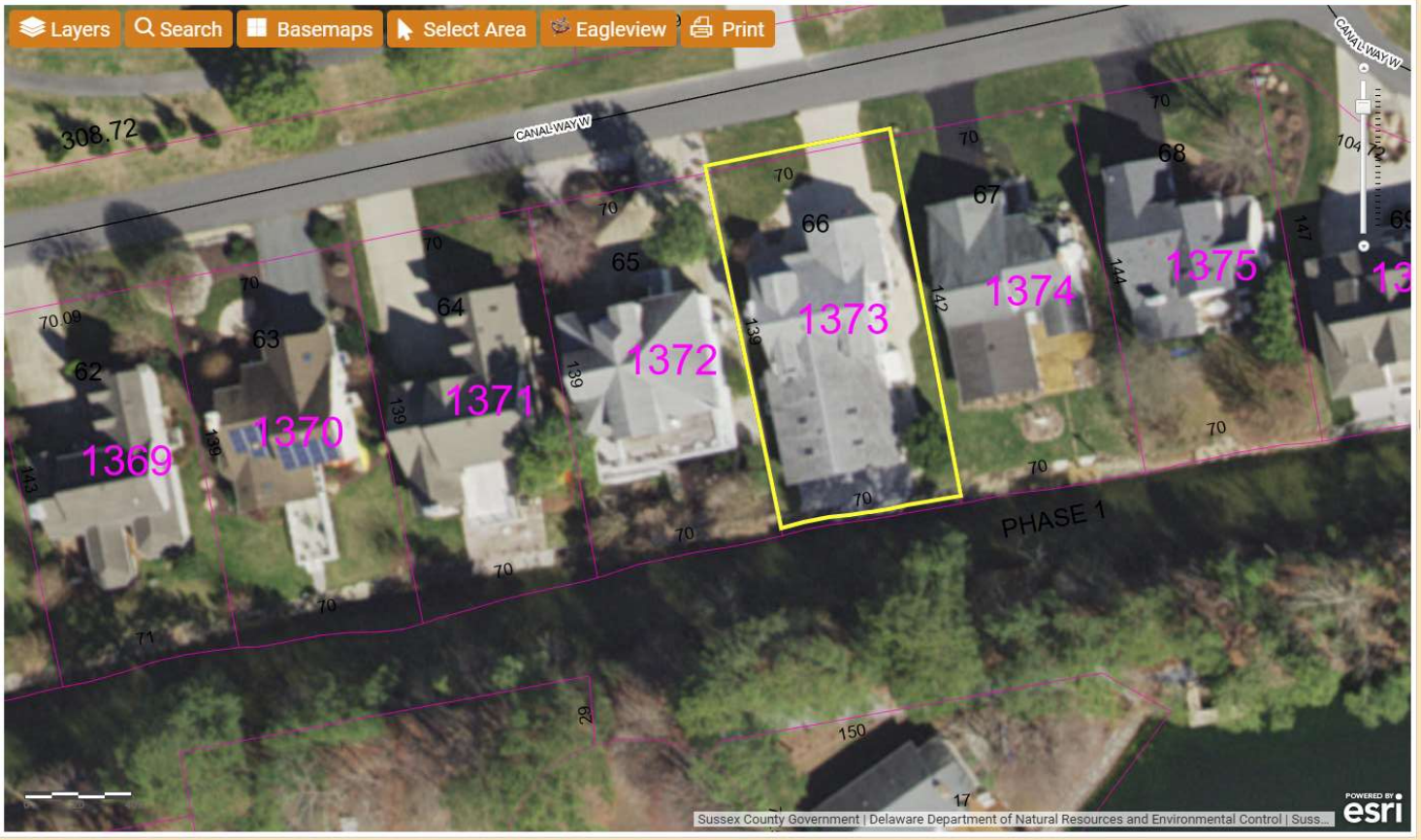
BOOK	2086
PAGE	315
FULLNAME	CONAWAY JOHN B
Second_Owner_Name	LINDA K
MAILINGADDRESS	420 CANAL WAY W
CITY	BETHANY BEACH
STATE	DE
a_account	02-01-1373
DESCRIPTION	THE SALT POND
DESCRIPTION2	LOT 66
DESCRIPTION3	PHASE I
LUC	101
SCHOOL	1
MUNI	00
CAP	2
APRBLDG	428700
APRLAND	460000
PINWASSEMENTUNIT	134-13.00-1373.00
PIN	134-13.00-1373.00

Selected Features (1)

Clear Selected

SUSSEX COUNTY
DELAWARE

Help



Eagleview | Search Results

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Selected Features (1)

Clear Selected


CONNECTEXPLORER
Search
Search by SUSSEXPARCELS
134-13.00-1373.00
Search results (1)
Options
134-13.00-1373.00
Workspaces
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Dates: All
image 1 of 74
03/11/2025