

BOARD OF ADJUSTMENT

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



Sussex County

DELAWARE
sussexcountyde.gov
(302) 855-7878

AGENDA

November 3, 2025

6:00 PM

Call to Order

Pledge of Allegiance

Approval of Agenda

Approval of the Minutes for

Approval of the Findings of Fact for

Public Hearings

Case No. 13125 – Mark and Kate Ovaska

Mark and Kate Ovaska seek a variance from the side yard setback requirement for a proposed structure (Section 115-25 and 115-183 of the Sussex County Zoning Code). The property is located on the south side of Eagles Crest Road. 911 Address: 29512 Eagles Crest Road, Milton. Zoning District: AR-1. Tax Map: 235-22.00-50.00

Case No. 13127 – Ernest E. Megee, Jr., Irrev. Trust

Ernest E. Megee, Jr., Irrev. Trust seeks a special use exception to place a telecommunications tower (Section 115-194.2 and 115-210 of the Sussex County Zoning Code). The property is located on the north side of Lewes Georgetown Highway. 911 Address: 22975 Lewes Georgetown Highway, Georgetown. Zoning District: C-1. Tax Parcel: 135-16.00-12.00

Case No. 13128 - Sea Air Village

Sea Air Village seeks variances from the separation distance requirements for proposed structures (Section 115-25 and 115-172 of the Sussex County Zoning Code). The property is located on the northwest side of Center Avenue within the Sea Air Village Manufactured Home Park. 911 Address: 19980 Center Avenue, Lot C86, Rehoboth Beach. Zoning District: AR-1. Tax Parcel: 334-13.00-310.00-22637

Case No. 13129 – Rose Marie Saggione

Rose Marie Saggione seeks variances from the separation distance requirements for proposed structures (Section 115-25 and 115-172 of the Sussex County Zoning Code). The property is located on the southeast side of Sea Air Avenue within the Sea Air

Village Manufactured Home Park. 911 Address: 19923 Sea Air Avenue, Lot B79, Rehoboth Beach. Zoning District: AR-1. Tax Parcel: 334-13.00-310.00-3262

Case No. 13130 – Johanna Rodionova

Johanna Rodionova seeks a variance from the side yard setback requirement for a proposed structure (Section 115-25 and 115-183 of the Sussex County Zoning Code). The property is located on the west side of Hudson Road. 911 Address: 37100 Hudson Road, Selbyville. Zoning District: AR-1. Tax Map: 533-17.00-74.05

Case No. 13131 – Rt. 54 Hook & Slice Golf Driving Range, Inc.

Rt. 54 Hook & Slice Golf Driving Range, Inc. seeks a variance from the rear yard setback requirement for a proposed structure (Section 115-25 and 115-183 of the Sussex County Zoning Code). The property is located on the south side of Lighthouse Road (Route 54). 911 Address: 38288 London Avenue, Selbyville. Zoning District: AR-1. Tax Map: 533-18.00-61.01

Additional Business

-MEETING DETAILS-

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on October 27, 2025. 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 additional 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/>.

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 October 30, 2025.

####

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 # _____
Hearing Date 2025-11-08

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:

29512 Eagle Crest Road Milton DE 19968

Variance/Special Use Exception/Appeal Requested: Garage 8' from property line

Tax Map #: 235-22.00-50.00

Property Zoning: AR-1

Applicant Information

Applicant Name: mark and Kate Ovaska
Applicant Address: 29512 Eagle Crest Road
City Milton State DE Zip: 19968
Applicant Phone #: 301-938-9292 Applicant e-mail: kateovaska@gmail.com

Owner Information

Owner Name: mark ovaska + kate ovaska
Owner Address: 29512 eagle crest rd
City Milton State DE Zip: 19968 Purchase Date: July 2021
Owner Phone #: 718-715-9034 Owner e-mail: ovaska@gmail.com
301-938-9292 kateovaska@gmail.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

[Handwritten Signature]

Date: 8-29-2025



Mark & Kate Ovaska
29512 Eagle Crest Road
Milton DE 19968
301-938-9292
kateovaska@gmail.com

Criteria for a Variance

1. Uniqueness of property
The new pole building placement must be the same width as the previous garage due to the placement of the house on the lot. The building may not be built closer to the house due to the existing well and a porch. The other side of the house has the septic system so we cannot build a garage on the septic side.
2. Cannot otherwise be developed
Because the other side of the house has the peat moss septic system, a garage needs to be located on the right side of the house (when looking at it from the street).
3. Not created by the applicant
The previous garage location was 8' from the property line and the placement of the septic system and well determine that this is the only location where a garage can be built.
4. Will not alter the essential character of the neighborhood
There are several pole buildings and large garages in our neighborhood and our proposed building will not change the essential character of the neighborhood.
5. Minimum variance
Due to the footprint of the previous garage being 8' from the property line, our request for an 8' placement from the property line is the minimum variance.

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

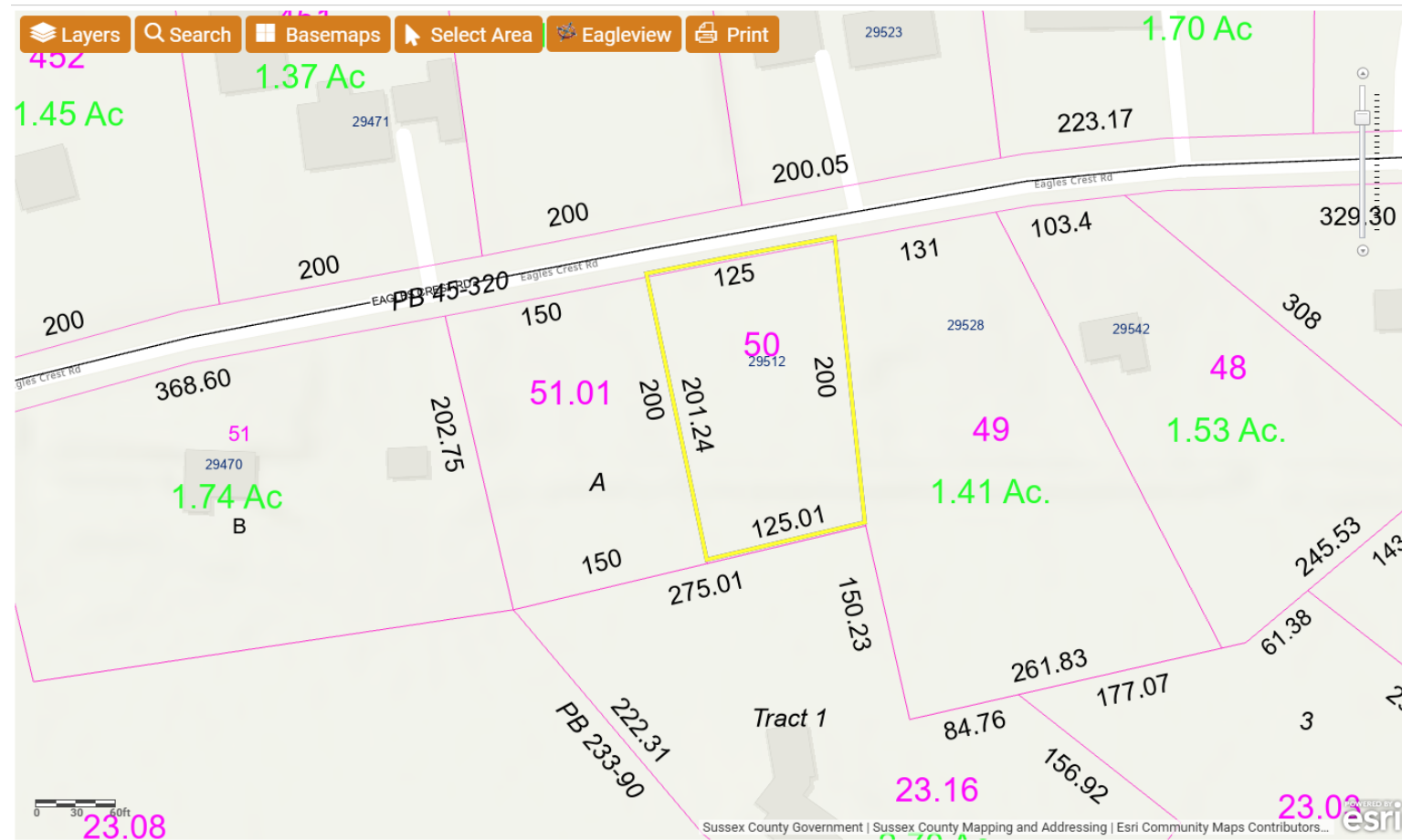
Rachel Quakee

Date: 8-14-2025

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: _____



Eagleview

Search Results

Selected Features:

Parcels (1)

▼ 1) 235-22.00-50.00

Zoom

BOOK	5736
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Second_Owner_Name	MARK OVASKA
MAILINGADDRESS	29512 EAGLES CREST RD
CITY	MILTON
STATE	DE
a_account	
DESCRIPTION	S/RD 264
DESCRIPTION2	LOT W/IMP
DESCRIPTION3	
LUC	101
SCHOOL	6
MUNI	00
CAP	2
APRBLDG	217900
APRLAND	120700
PINWASSEMENTUNIT	235-22.00-50.00
PIN	235-22.00-50.00

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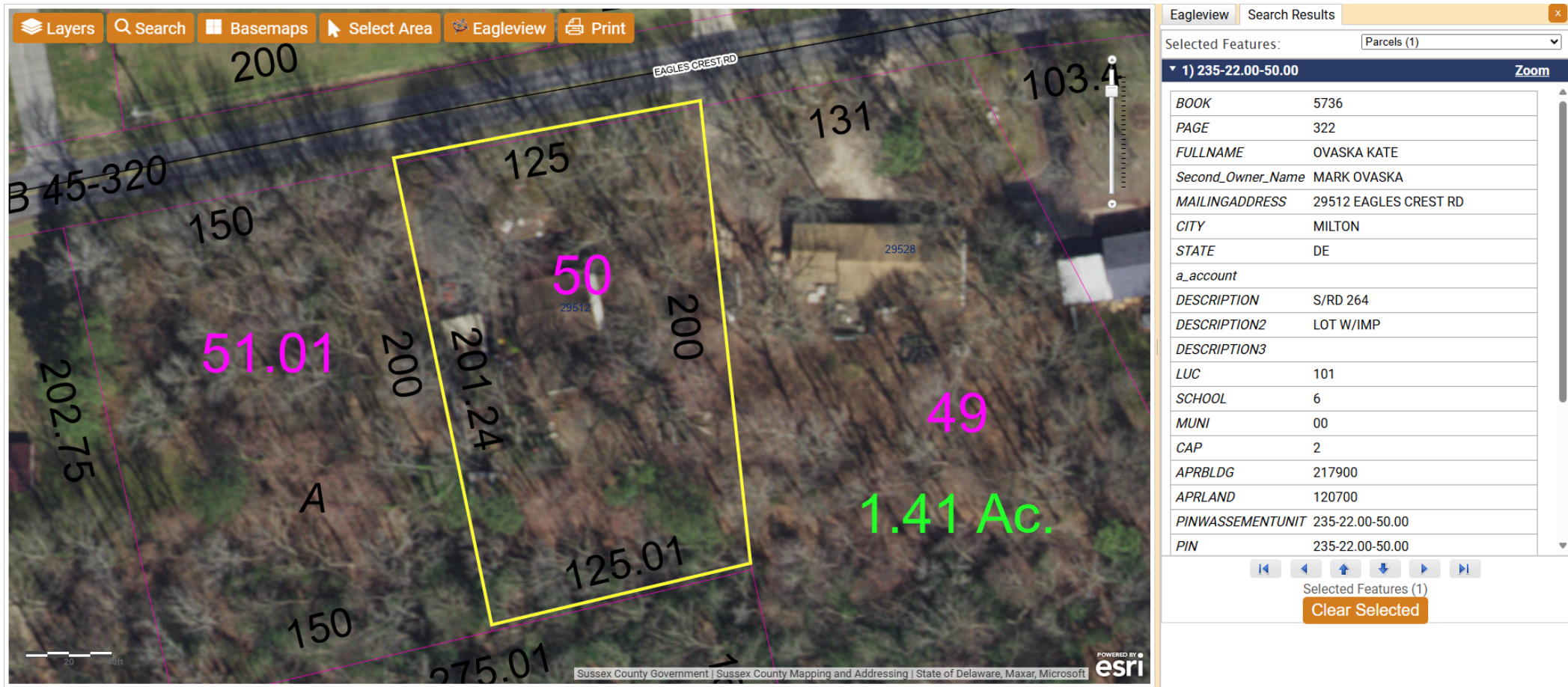
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Selected Features (1)

Clear Selected



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Search ✕

Search by SUSSEXPARELS ▾

235-22.00-50.00 🔍

Search results (1) Options ▾

▶ 235-22.00-50.00



© 2025 Eagleview



map: Auto (Oblique) ▾ Mar 2025 - Mar 2025 ▾ < image 1 of 10 > 03/09/2025



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

202512029
 Case # 13127
 Hearing Date 11-3-2025
RECEIVED
 SEP 04 2025

SUSSEX COUNTY
 PLANNING & ZONING

Type of Application: (please check all applicable)

Variance ☒ (If determine needed)
 Special Use Exception ☒
 Administrative Variance ☐
 Appeal ☐

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

Site Address of Variance/Special Use Exception:

22975 Lewis Georgetown Highway, Georgetown, DE

Variance/Special Use Exception/Appeal Requested:

See Addendum "A", attached hereto and incorporated herein

Tax Map #: 135-16.00-12.00

Property Zoning: C-1 General Commercial

Applicant Information

Applicant Name: TowerNorth Development, LLC, a Delaware limited liability company
 Applicant Address: 2400 Anys Drive, Suite 102
 City Canonsburg State PA Zip: 15317
 Applicant Phone #: (610) 283-7440 Applicant e-mail: cschubert@regerlaw.com

Owner Information

Owner Name: Ernest E. Megee, Jr. Irrevocable Trust of December 23, 1993
 Owner Address: 21 Fairway East Drive
 City Georgetown State DE Zip: 19947 Purchase Date: 2/23/1995
 Owner Phone #: _____ Owner e-mail: _____

Agent/Attorney Information

Agent/Attorney Name: Christopher H. Schubert, Esquire
 Agent/Attorney Address: REGER RIZZO & DARNALL, LLP, 10 Valley Stream Parkway, Suite 201A
 City Malvern State PA Zip: 19355
 Agent/Attorney Phone #: (610) 283-7440 Agent/Attorney e-mail: cschubert@regerlaw.com

Signature of Owner/Agent/Attorney


CHRISTOPHER H. SCHUBERT
Attorney for Applicant

Date: 9/3/25



N/A **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.

Sussex County, DE - BOA Application

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)

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

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)

See Addendum "A", attached hereto and incorporated herein.
- ☒ • Copy of Receipt (staff) To be provided
- ☒ • 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: 9/3/2025

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
TOWNORTH DEVELOPMENT, LLC
Salisbury Switch Site DE1029
22975 Lewis Georgetown Highway
Georgetown, DE 199477**

ADDENDUM “A” TO BOARD OF ADJUSTMENT APPLICATION

I. BACKGROUND

The subject property (“Property”) is owned by the Ernest E. Megee, Jr., Irrevocable Trust of December 23, 1993 (“Owner”) and is located at 22975 Lewis Georgetown Highway, Georgetown, Sussex County, Delaware. The Property is further identified as Tax Parcel Number 135-16.00-12.00 and is presently zoned C-1 General Commercial. The general area has some commercial activity, with nearby businesses like A. P. Croll & Son (at 22997 Lewes Georgetown Hwy) and other commercial and professional parks.

TowerNorth Development, LLC (together “Applicant”) proposes the installation of a personal wireless services facility (monopole) at the Property for the use and benefit of wireless service providers. New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility (“AT&T”) is the anchor tenant on the proposed monopole. AT&T is licensed by the Federal Communications Commission. The personal wireless services facility (the “Facility”) shall consist of a 145’ monopole with lightening rod extending to a height of 149 feet, wireless antennas and support platform. The Facility will also include a concrete pad on which the radio-equipment cabinets of AT&T will be placed, and a 6 foot-high chain link fence surrounding the Facility. The monopole and leased area will be designed to accommodate up to three (3) wireless providers.

The Facility is proposed to remedy a significant gap in wireless coverage in AT&T’s wireless network in the vicinity of the Property. The proposed Facility represents the least intrusive means of solving this significant coverage 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 prepared by Network Connex dated August 1, 2025. The special use exception is triggered because the proposed monopole is located within 500 feet of the GR-General

Residential district to the northwest. That district measures about 282 feet from the proposed Facility.

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. The Delaware Coastal Airport is located about 1.3 miles southwest of the proposed Facility. 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.

3. To the extent necessary, site plan approval.

4. Applicant also applies for such other interpretations, waivers, variances or other relief and/or approvals as may ultimately be required.

III. NARRATIVE IN SUPPORT OF REQUESTED ZONING RELIEF

The following narrative discusses the criteria applicable to the Application 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 about 282 feet from the GR General Residential 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 145-foot monopole is 48.33 feet. The proposed monopole shall be setback a minimum of 48.42 feet to the nearest property line to the west, 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 shall be 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 Delaware Coastal Airport is located about 1.3 miles southwest of the proposed Facility. 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, 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. 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.

For all of the reasons stated above, Applicant requests the above referenced relief and any other relief the Board of Adjustment deems necessary.

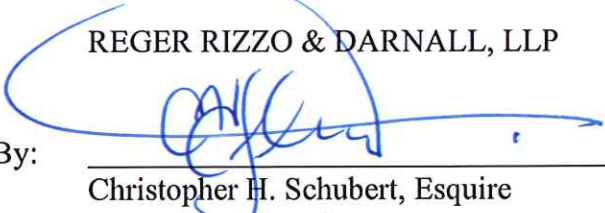
Detailed Plans of the proposed use have been submitted to the County, to be incorporated by reference herein, for consideration before the Board of Adjustment.

Respectfully submitted,

REGER RIZZO & DARNALL, LLP

Date: September 3, 2025

By:



Christopher H. Schubert, Esquire
Attorneys for Applicant
TowerNorth Development, LLC

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

09/05/2025 02:19PM Megan D.
 Receipt number: 33030252-0083 001226598

PERMITS / INSPECTIONS
 2025 202512029/2020

\$500.00

\$500.00

Subtotal
 Total

\$500.00
 \$500.00

Tenders
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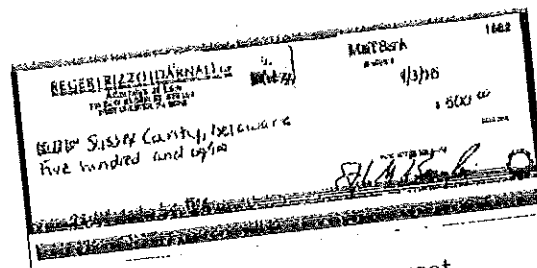
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Check Number 001682

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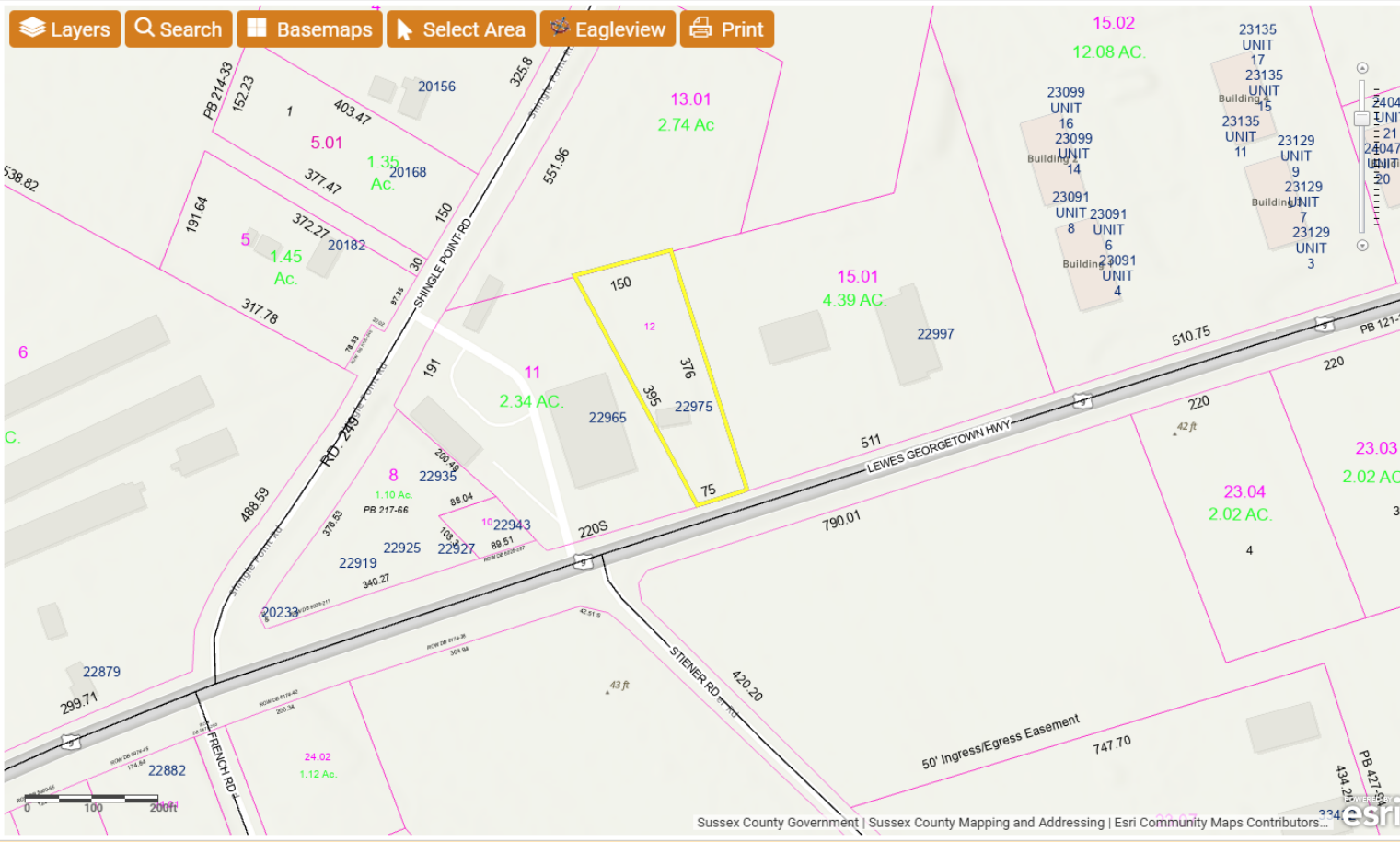
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Paid by: REGER RIZZO DARNELL LLP



Thank you for your payment.

Sussex County Government COPY
 DUPLICATE RECEIPT



Eagleview Search Results

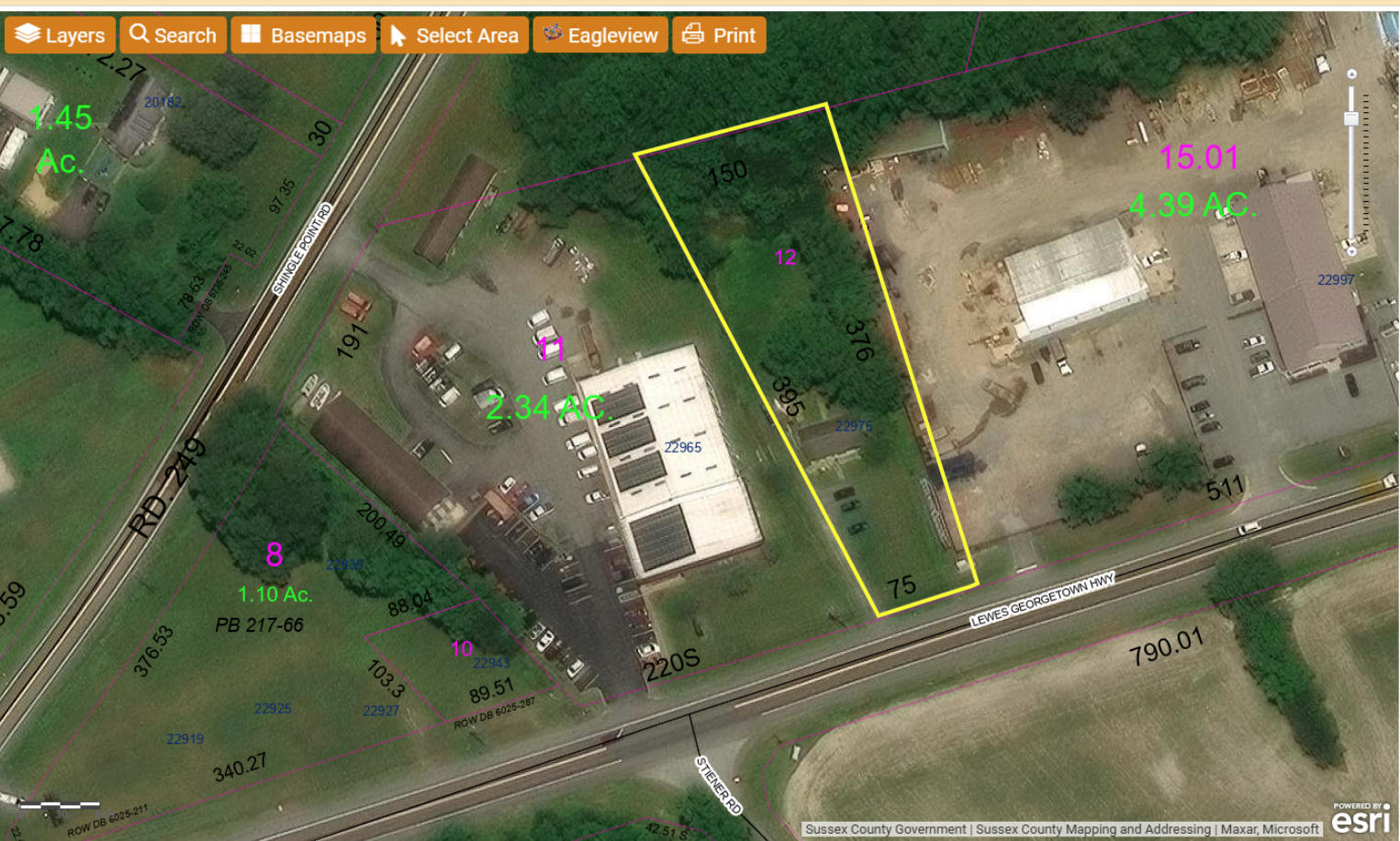
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MAILINGADDRESS	21 FAIRWAY EST DR
CITY	GEORGETOWN
STATE	DE
a_account	
DESCRIPTION	HWY GEO HARBESON
DESCRIPTION2	N/RT.18 150'
DESCRIPTION3	E/RT 320
LUC	103
SCHOOL	1
MUNI	00
CAP	0
APRBLDG	133600
APRLAND	80000
PINWASSEMENTUNIT	135-16.00-12.00
PIN	135-16.00-12.00

Selected Features (1)

Clear Selected



Eagleview

Search Results

Selected Features:

Parcels (1)

▼ 1) 135-16.00-12.00

Zoom

BOOK	3301
PAGE	0
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Second_Owner_Name	%ERIC MCCLAUCHLIN-TRUSTEE
MAILINGADDRESS	21 FAIRWAY EST DR
CITY	GEORGETOWN
STATE	DE
a_account	
DESCRIPTION	HWY GEO HARBESON
DESCRIPTION2	N/RT.18 150'
DESCRIPTION3	E/RT 320
LUC	103
SCHOOL	1
MUNI	00
CAP	0
APRBLDG	133600
APRLAND	80000
PINWASSEMENTUNIT	135-16.00-12.00
PIN	135-16.00-12.00

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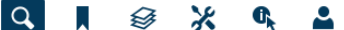
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Selected Features (1)

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Search

Search by SUSSEXPARELS

135-16.00-12.00

Search results (1) Options

135-16.00-12.00

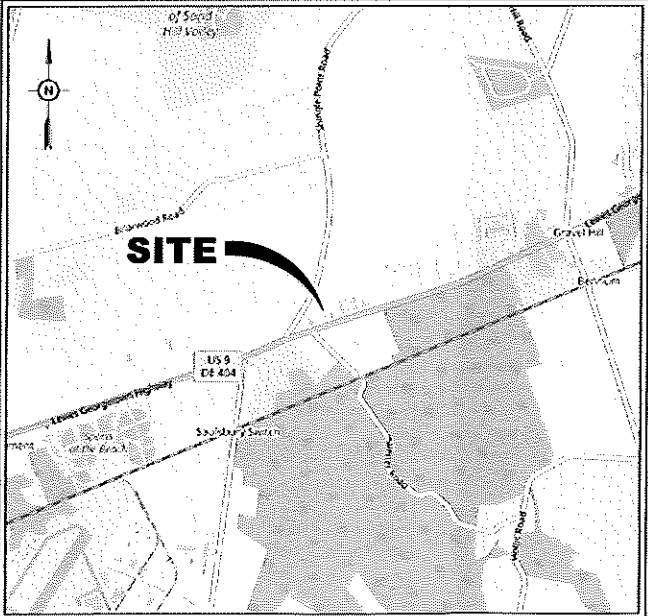


DE1029
GEORGETOWN DE

22975 LEWES GEORGETOWN HIGHWAY
GEORGETOWN, DELAWARE 19947

SITE INFORMATION	
SITE NUMBER:	DE1029
SITE NAME:	GEORGETOWN DE
SITE ADDRESS:	22975 LEWES GEORGETOWN HIGHWAY GEORGETOWN, DELAWARE 19947
ZONING DISTRICT:	C1
PARCEL:	135-16 00-12 00
JURISDICTION:	SUSSEX COUNTY, DELAWARE
SITE COORDINATES:	N 38° 42' 32.50" (NAD 83) W 75° 20' 13.19" (NAD 83)
GROUND ELEVATION:	40.3' (NAVD 83)
STRUCTURE TYPE:	MONOPOLE
STRUCTURE HEIGHT:	149' AGL (TOP OF LIGHTNING ROD)
APPLICANT:	TOWERNORTH DEVELOPMENT 2400 ANSYS DRIVE, SUITE 102 CANONSBURG, PENNSYLVANIA 15317
LANDLORD NAME:	THE ERNEST E. MEGEE IRREVOCABLE TRUST DATED DECEMBER 23, 1993, ERNEST E. MEGEE III, PATRICIA M. MCLACHLIN AND B. DENROW MCLACHLIN, TRUSTEES
LANDLORD ADDRESS:	21 FAIRWAY WEST DRIVE GEORGETOWN, DELAWARE
COUNTY PROJECT REFERENCE:	TBD
REQUIRED SETBACKS:	1/3 TOWER HEIGHT: 49.67 FEET FRONT YARD: 60 FEET SIDE YARD: 5 FEET REAR YARD: 5 FEET
FUTURE LAND USE MAP DESIGNATION:	COMMERCIAL
GROUNDWATER RECHARGE POTENTIAL:	FAIR
TRANSPORTATION IMPROVEMENT DISTRICT:	NONE
WELLHEAD PROTECTION AREA:	NONE
WETLANDS ACREAGE:	NONE
FLOOD ZONE:	X - AREAS DETERMINED TO BE OUTSIDE THE ONE-PERCENT ANNUAL CHANCE FLOOD AND OUTSIDE THE FIVE-HUNDRED YEAR FLOODPLAIN

DELAWARE CODE ANALYSIS	
BUILDING CODE:	BUILDING CODE 2021 OF DELAWARE (IBC 2021 WITH AMENDMENTS)
ELECTRICAL CODE:	NATIONAL ELECTRICAL CODE 2020 OF DELAWARE (NEPA 70, NEC 2020 WITH AMENDMENTS)
FIRE CODE:	FIRE CODE 2021 OF DELAWARE (IFC 2021 WITH AMENDMENTS)
USE GROUP:	U (UTILITY)
CONSTRUCTION TYPE:	1B



AREA MAP
GEORGETOWN, DELAWARE
SCALE: 1" = 2000'-0"

DIRECTIONS

FROM TOWERNORTH OFFICE AT 2400 ANSYS DRIVE: TURN RIGHT ONTO SOUTHPOINTE BOULEVARD. TURN RIGHT ONTO MORGANZA ROAD. TURN LEFT ONTO WEAVERTOWN ROAD / PA-980. TURN RIGHT ONTO I-76 SOUTH TOWARD WASHINGTON PA. TAKE EXIT 58 ONTO I-76 EAST TOWARD HARRISBURG. KEEP LEFT AT I-76 EAST / I-76 EAST / PENNSYLVANIA TURNPIKE EAST TOWARD HARRISBURG. TAKE EXIT 247 ONTO I-283 NORTH TOWARD HARRISBURG. TAKE EXIT 1A ONTO PA-283 EAST TOWARD LANCASTER. KEEP LEFT AT LINCOLN HIGHWAY / US-30 EAST. TURN RIGHT ONTO PA-41. TAKE THE SECOND EXIT AT THE ROUNDABOUT FOR GAP NEWPORT PIKE / PA-41. KEEP RIGHT AT NEWPORT GAP PIKE / DE-41. BEAR RIGHT ONTO MCKENNANS CHURCH ROAD. TURN RIGHT ONTO MILLTOWN ROAD. TURN LEFT ONTO LIMESTONE ROAD / DE-7. TURN RIGHT ONTO MAIN STREET / DE-4 / DE-7. FOLLOW DE-1 SOUTH TOWARD DOVER BEACHES. KEEP LEFT AT MILFORD BYPASS / DE-1. TURN RIGHT ONTO JOHNSON ROAD / DE-30 ALT. TURN LEFT ONTO CEDAR CREEK ROAD / DE-30. TURN RIGHT ONTO ISAACS ROAD / DE-30. BEAR RIGHT ONTO SHINGLE POINT ROAD. TURN LEFT ONTO LEWES GEORGETOWN HIGHWAY / US-9 / DE-404. SITE IS ON THE LEFT.

STRUCTURAL ANALYSIS NOTE

NETWORK CONNEX IS NOT RESPONSIBLE FOR DESIGN OR STRUCTURAL CERTIFICATION OF NEW OR EXISTING TOWER STRUCTURE REQUIRED FOR THE INSTALLATION OF THE PROPOSED EQUIPMENT ASSOCIATED WITH THIS PROJECT. PLEASE REFER TO THE STRUCTURAL ANALYSIS COMPLETED BY OTHERS FOR ALL STRUCTURAL INFORMATION RELATED TO THE TOWER

NETWORK CONNEX

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CANONSBURG, PENNSYLVANIA 15317

SCHEDULE OF REVISIONS		
REV. NO.	DATE	DESCRIPTION OF CHANGES
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A	08-01-2025	50% REVIEW
REV. NO.	DATE	DESCRIPTION OF CHANGES
DRAWN BY: MBM		CHECKED BY: MRL

DRAWING TITLE:

TITLE SHEET

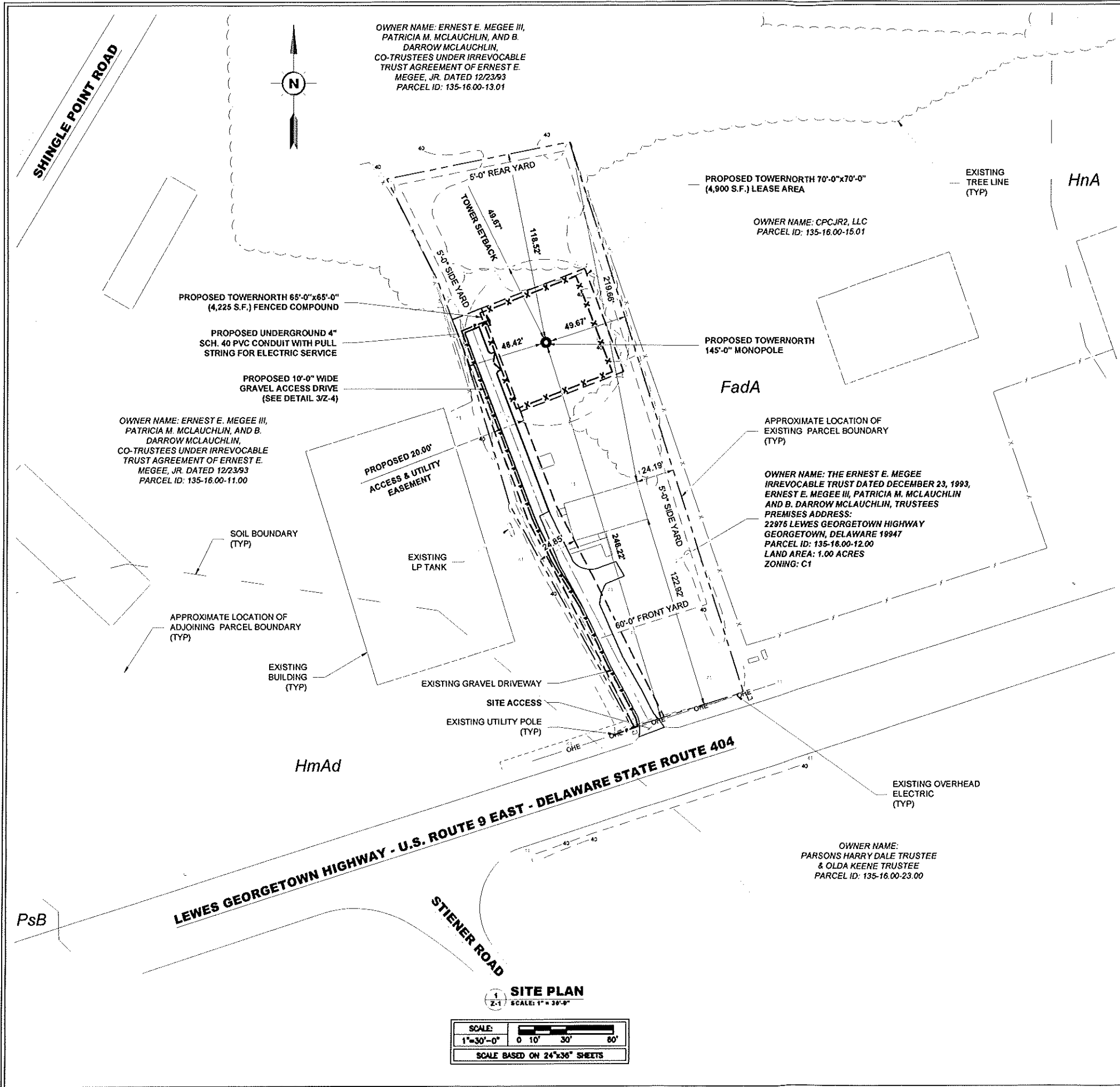
DRAWING SHEET:

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**DE1029
GEORGETOWN DE
22975 LEWES GEORGETOWN
HIGHWAY
GEORGETOWN, DELAWARE
19947
SUSSEX COUNTY, DELAWARE**

SHEET NO. 1 OF 7

JACOB MINARDI, P.E.
DELAWARE PROFESSIONAL ENGINEER
LICENSE # 27259



SITE INFORMATION	
SITE NUMBER	DE1029
SITE NAME	GEORGETOWN DE
SITE ADDRESS	22975 LEWES GEORGETOWN HIGHWAY GEORGETOWN, DELAWARE 19947
ZONING DISTRICT	C1
PARCEL	135-16-00-12-00
JURISDICTION	SUSSEX COUNTY, DELAWARE
SITE COORDINATES	N 38° 42' 32.50" (NAD 83) W 75° 20' 13.19" (NAD 83)
GROUND ELEVATION	40.3' (NAVD 88)
STRUCTURE TYPE	MONOPOLE
STRUCTURE HEIGHT	149± AGL (TOP OF LIGHTNING ROD)
APPLICANT	TOWERNORTH DEVELOPMENT 2400 ANSYS DRIVE, SUITE 102 CANONSBURG, PENNSYLVANIA 15317
LANDLORD NAME	THE ERNEST E. MEGEE IRREVOCABLE TRUST DATED DECEMBER 23, 1993, ERNEST E. MEGEE III, PATRICIA M. MCLAUCHLIN AND B. DARROW MCLAUCHLIN, TRUSTEES
LANDLORD ADDRESS	21 FAIRWAY WEST DRIVE GEORGETOWN, DELAWARE
COUNTY PROJECT REFERENCE	TBD
REQUIRED SETBACKS	1/3 TOWER HEIGHT: 49.67 FEET FRONT YARD: 60 FEET SIDE YARD: 5 FEET REAR YARD: 5 FEET
FUTURE LAND USE MAP DESIGNATION	COMMERCIAL
GROUNDWATER RECHARGE POTENTIAL	FAIR
TRANSPORTATION IMPROVEMENT DISTRICT	NONE
WELLHEAD PROTECTION AREA	NONE
WETLANDS ACREAGE	NONE
FLOOD ZONE	X - AREAS DETERMINED TO BE OUTSIDE THE ONE-PERCENT ANNUAL CHANCE FLOOD AND OUTSIDE THE FIVE-HUNDRED YEAR FLOODPLAIN

BULK REQUIREMENTS			
ZONING DISTRICT:	C1 - GENERAL COMMERCIAL		
DESCRIPTION	REQUIRED	EXISTING	PROPOSED
MIN. LOT AREA:	10,000 S.F.	43,560 S.F.	NO CHANGE
MIN. LOT WIDTH:	75 FT.	86.29 FT.	NO CHANGE
MIN. LOT DEPTH:	100 FT.	372.35 FT.	NO CHANGE
MIN. FRONT YARD:	60 FT.	122.92 FT.	NO CHANGE
MIN. SIDE YARD:	5 FT.	24.19 FT.	NO CHANGE
MIN. REAR YARD:	5 FT.	219.66 FT.	118.62 FT.
MAX. HEIGHT:	42 FT.	<42 FT.	NO CHANGE
§115-194.2. COMMERCIAL COMMUNICATIONS TOWERS AND ANTENNAS			
DESCRIPTION	REQUIRED	EXISTING	PROPOSED
MIN. LOT SIZE:	N/A	N/A	1.00 ACRES
MIN. PLATFORM ACCOMMODATION:	3	N/A	1
MIN. TOWER SETBACK:	1/3 HEIGHT	N/A	49.67 FT.
MIN. FENCE HEIGHT:	6 FT.	N/A	6 FT.

- *VARIANCE REQUIRED
- GENERAL NOTES:**
- PROPERTY LINE INFORMATION WAS PREPARED USING A PLAN ENTITLED "GEORGETOWN DE SITE NO. NJ1029" BY POINT TO POINT LAND SURVEYORS, DATED 06-12-2025.
 - THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
 - THE PROPOSED FACILITY WILL CAUSE NO INCREASE IN STORMWATER RUNOFF. THEREFORE, NO DRAINAGE STRUCTURES ARE PROPOSED.
 - THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION (THERE IS NO HANDICAP ACCESS REQUIRED).
 - THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
 - ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
 - THE PROPOSED DEVELOPMENT DOES NOT INCLUDE STREET SIGNS OF ANY TYPE. NO SIGNS WILL BE POSTED EXCEPT THOSE REQUIRED.
 - THE PROPOSED DEVELOPMENT DOES NOT INCLUDE OUTDOOR STORAGE OR ANY SOLID WASTE RECEPTACLES.
 - ACCORDING TO THE FIRM COMMUNITY PANEL # 1000SC032SL, DATED 06-20-2018, THE PROPOSED SITE IS NOT IN A FLOODPLAIN.
 - 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 A TOWER OR ANTENNA OR MONOPOLE SHALL REMOVE THE SAME WITHIN 90 DAYS OF 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.
 - NO SIGNS SHALL BE PERMITTED ON ANY COMMERCIAL ANTENNA OR TOWERS OR MONOPOLE. ANY BUNKING 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.
 - ONE (1) CONSTRUCTION PHASE IS PROPOSED FOR THE PROJECT.

**NETWORK
CONNEX**

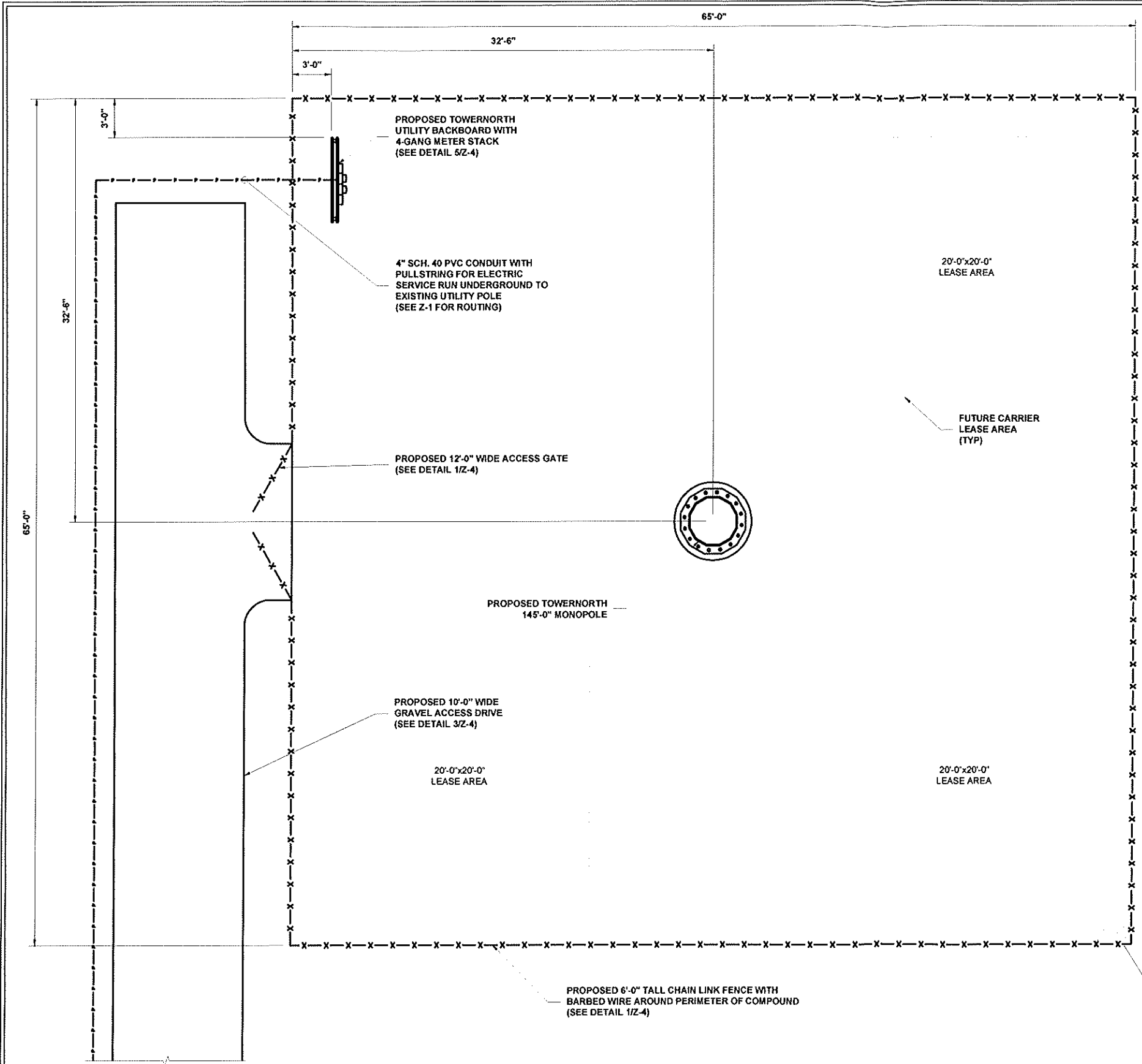
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COLUMBIA, MARYLAND 21046
PHONE: (443) 367-0003

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TowerNorth

2400 ANSYS DRIVE, SUITE 102
CANONSBURG, PENNSYLVANIA 15317

SCHEDULE OF REVISIONS		
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A	08-01-2025	90% REVIEW
REV. NO.	DATE	DESCRIPTION OF CHANGES



SITE INFORMATION	
SITE NUMBER	DE1029
SITE NAME	GEORGETOWN DE
SITE ADDRESS	22975 LEWES GEORGETOWN HIGHWAY GEORGETOWN, DELAWARE 19947
ZONING DISTRICT	C1
PARCEL	135-16 00-12 00
JURISDICTION	SUSSEX COUNTY, DELAWARE
SITE COORDINATES	N 38° 42' 32.50" (NAD 83) W 75° 20' 13.19" (NAD 83)
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STRUCTURE HEIGHT	149± AGL (TOP OF LIGHTNING ROD)
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LANDLORD NAME	THE ERNEST E. MEGEE IRREVOCABLE TRUST DATED DECEMBER 23, 1993, ERNEST E. MEGEE III, PATRICIA M. MCLAUCHLIN AND B. DARROW MCLAUCHLIN, TRUSTEES
LANDLORD ADDRESS	21 FAIRWAY WEST DRIVE GEORGETOWN, DELAWARE
COUNTY PROJECT REFERENCE	TBD
REQUIRED SETBACKS	1/3 TOWER HEIGHT: 49.67 FEET FRONT YARD 50 FEET SIDE YARD 5 FEET REAR YARD 5 FEET
FUTURE LAND USE MAP DESIGNATION	COMMERCIAL
GROUNDWATER RECHARGE POTENTIAL	FAIR
TRANSPORTATION IMPROVEMENT DISTRICT	NONE
WELLHEAD PROTECTION AREA	NONE
WETLANDS ACREAGE	NONE
FLOOD ZONE	X - AREAS DETERMINED TO BE OUTSIDE THE ONE-PERCENT ANNUAL CHANCE FLOOD AND OUTSIDE THE FIVE-HUNDRED YEAR FLOODPLAIN

GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
3. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE B/D DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
5. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A B/D TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
7. THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION (THERE IS NO HANDICAP ACCESS REQUIRED).
8. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
9. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE OUTDOOR STORAGE OR ANY SOLID WASTE RECEPTACLES.
10. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE STREET SIGNS OF ANY TYPE, NO SIGNS WILL BE POSTED EXCEPT THOSE REQUIRED.
11. NO SIGNIFICANT NOISE, SMOKE, DUST OR ODOR WILL RESULT FROM THIS FACILITY.
12. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
13. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION BY TECHNICIANS APPROXIMATELY 2 TIMES PER MONTH.
14. CONSTRUCTION TO COMMENCE UPON COMPLETION OF A PASSING STRUCTURAL ANALYSIS. STRUCTURAL ANALYSIS IS TO BE PERFORMED BY OTHERS.

1

Z-2

SCALE: 1/4" = 1'-0"

SCALE:

1/4"=1'-0"

0 1' 2' 4' 8'

SCALE BASED ON 24"x36" SHEETS

NETWORK
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SCHEDULE OF REVISIONS

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A	08-01-2025	90% REVIEW
REV. NO.	DATE	DESCRIPTION OF CHANGES

DRAWN BY: MBM

CHECKED BY: MRL

DRAWING TITLE:

COMPOUND PLAN

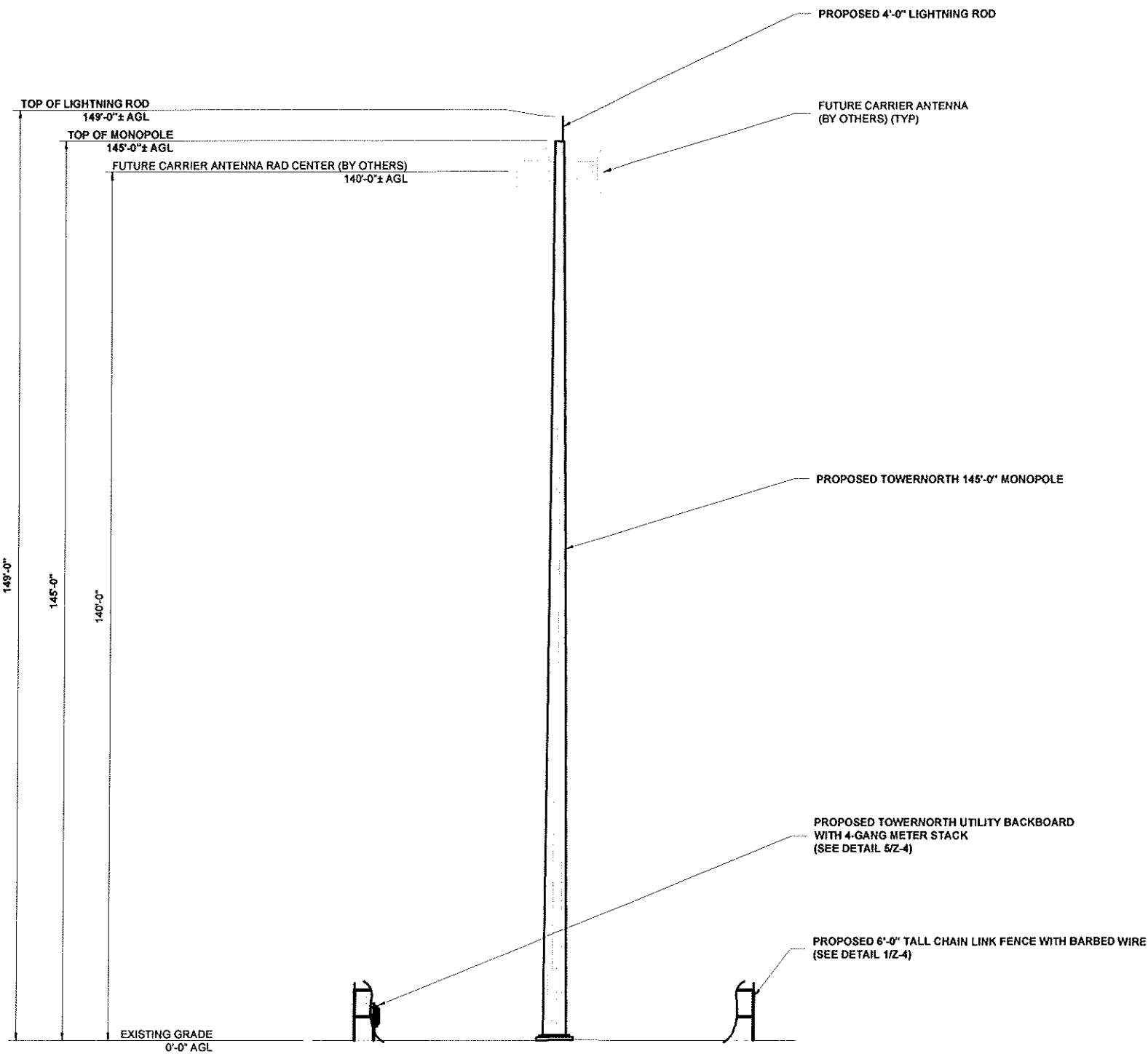
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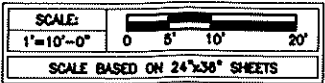
DE1029
GEORGETOWN DE
22975 LEWES GEORGETOWN
HIGHWAY
GEORGETOWN, DELAWARE
19947
SUSSEX COUNTY, DELAWARE

SHEET NO. 3 OF 7

JACOB MINARDI, P.E.
DELAWARE PROFESSIONAL ENGINEER
LICENSE # 27224



1 ELEVATION
Z-3 SCALE: 1" = 10'-0"



**NETWORK
CONNEX**

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SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
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A	08-01-2025	90% REVIEW

DRAWN BY: MBM CHECKED BY: MRL

DRAWING TITLE:

ELEVATION

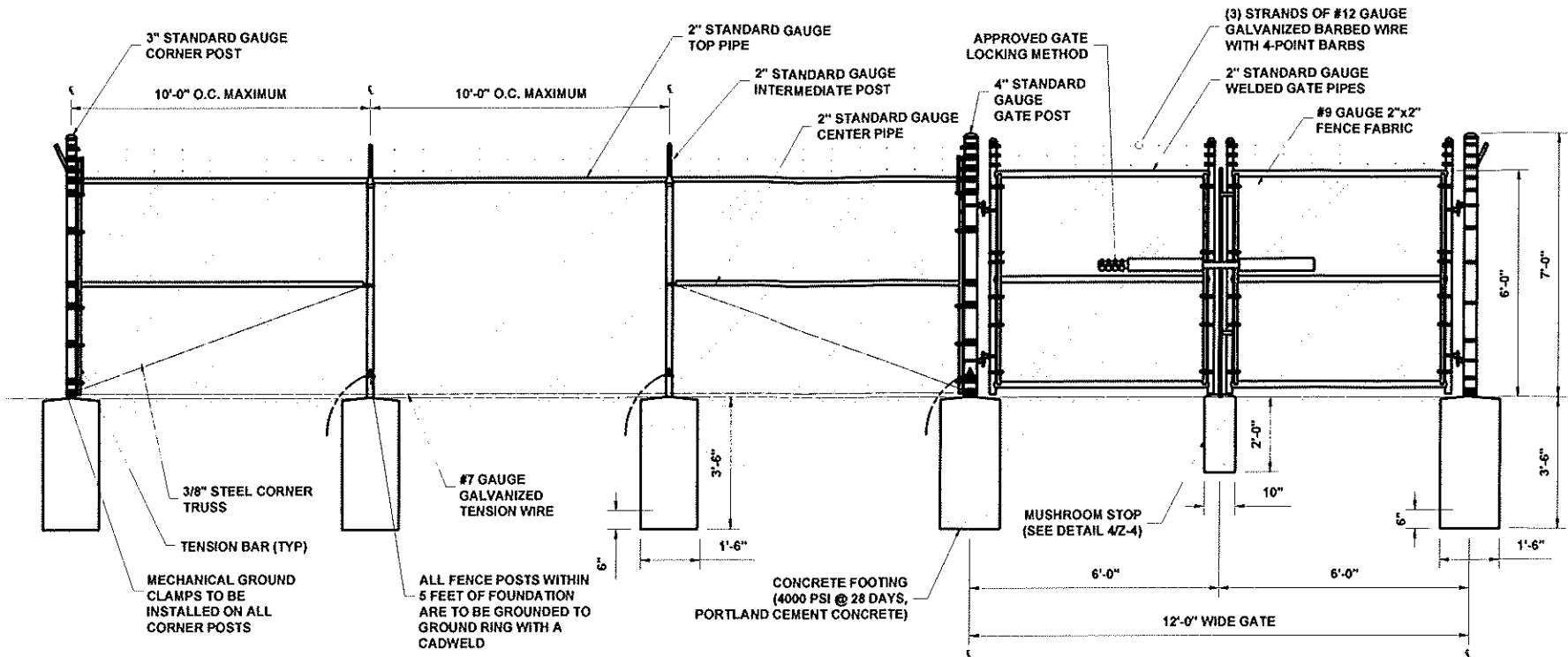
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Z-3

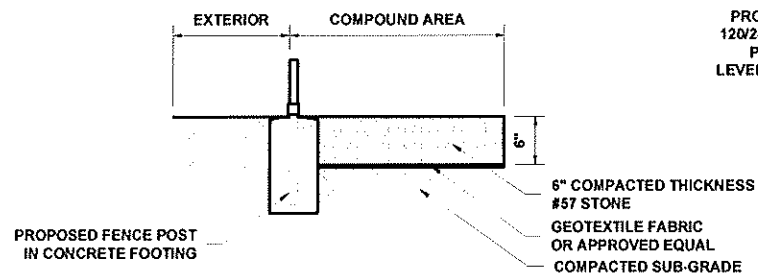
DE1029
GEORGETOWN DE
22975 LEWES GEORGETOWN
HIGHWAY
GEORGETOWN, DELAWARE
19947
SUSSEX COUNTY, DELAWARE

SHEET NO. 4 OF 7

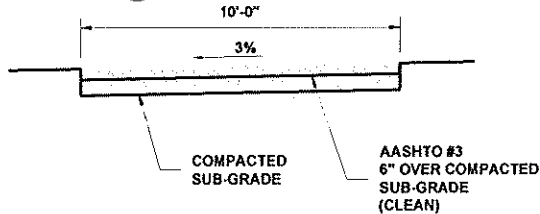
JACOB MINARDI, P.E.
DELAWARE PROFESSIONAL ENGINEER
LICENSE # 27265



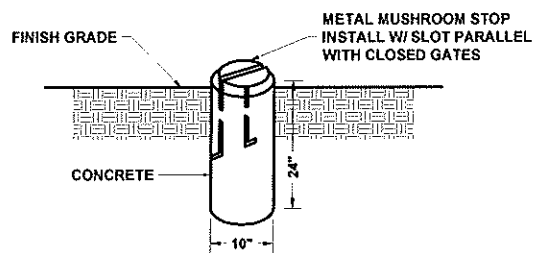
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Z-4
N.T.S.
TYPICAL FENCE & GATE DETAIL



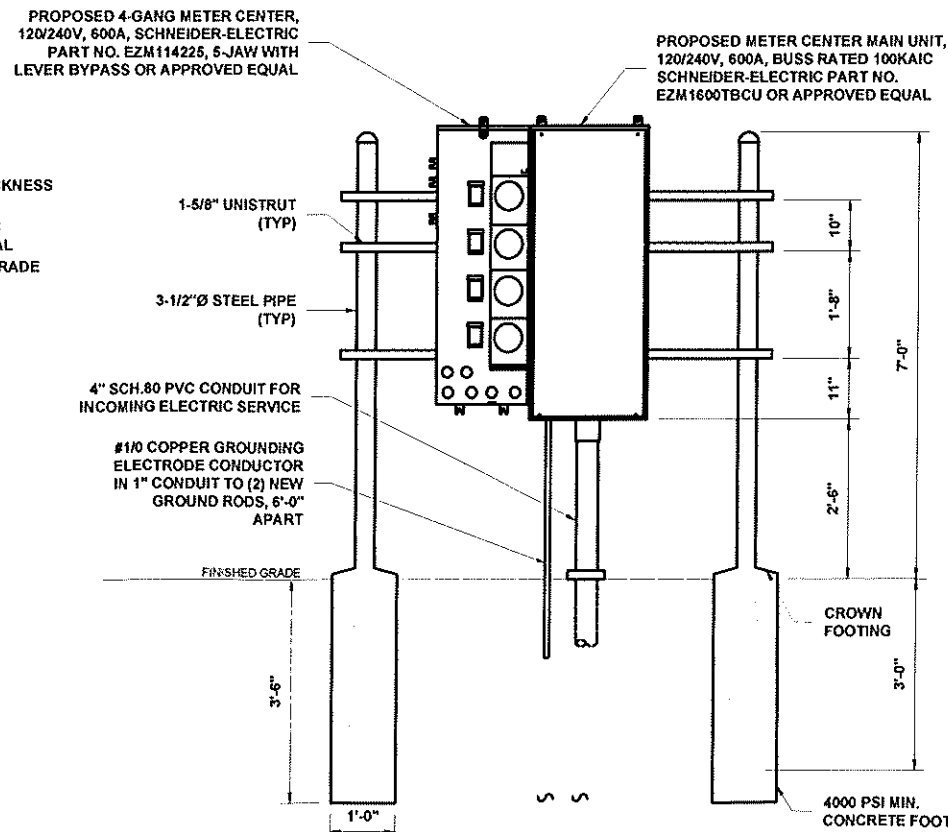
2
Z-4
N.T.S.
COMPOUND GRAVEL DETAIL



3
Z-4
N.T.S.
GRAVEL DRIVEWAY SECTION



4
Z-4
N.T.S.
MUSHROOM STOP DETAIL



5
Z-4
N.T.S.
UTILITY FRAME DETAIL

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CONSTRUCTION DETAILS

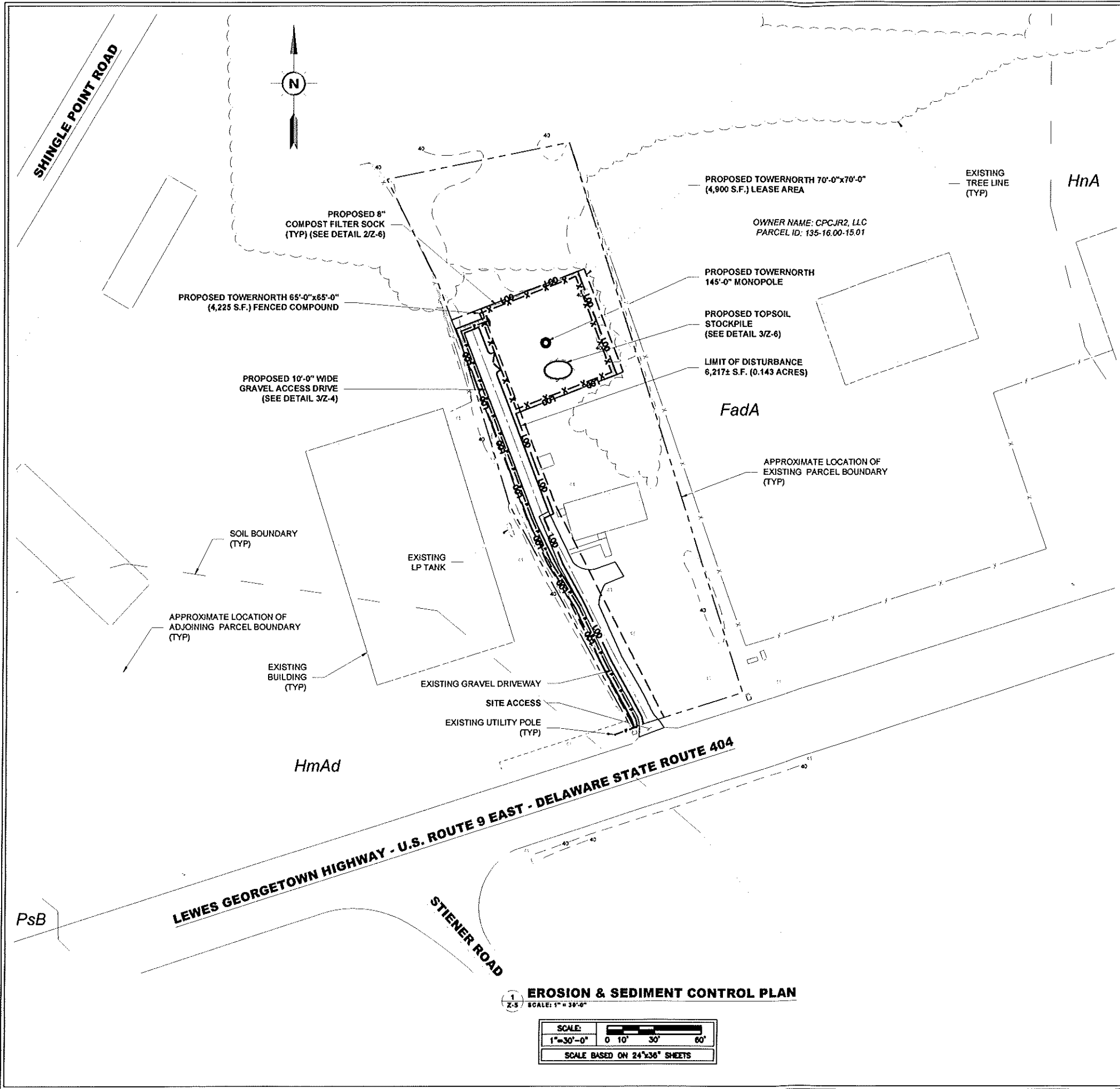
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DE1029
GEORGETOWN DE
22975 LEWES GEORGETOWN
HIGHWAY
GEORGETOWN, DELAWARE
19947
SUSSEX COUNTY, DELAWARE

SHEET NO. 5 OF 7

JACOB MINARDI, P.E.
DELAWARE PROFESSIONAL ENGINEER
LICENSE # 27219



SOIL TYPES
(FROM USDA/NRCS WEB SOIL SURVEY)

FadA: Fallsington sandy loams 0-2% slopes, Northern Tidewater Area
DRAINAGE CLASS: Poorly drained
SLOPE RANGE: 0-2%
HYDROLOGIC GROUP: B/D
BEDROCK DEPTH: >80 inches
SEASONAL WATER TABLE: 0-10 inches
FLOODING POTENTIAL: None
PROFILE PERMEABILITY: 0.57 to 1.98 in/hr

HmAd: Hammonton loamy sand, 0-2% slopes, Northern Tidewater Area
DRAINAGE CLASS: Well drained
SLOPE RANGE: 0-2%
HYDROLOGIC GROUP: B
BEDROCK DEPTH: >80 inches
SEASONAL WATER TABLE: >20-39 inches
FLOODING POTENTIAL: None
PROFILE PERMEABILITY: 1.98 to 5.95 in/hr

HnA: Hammonton sandy loam, 0-2% slopes
DRAINAGE CLASS: Moderately well drained
SLOPE RANGE: 0-2%
HYDROLOGIC GROUP: B
BEDROCK DEPTH: >80 inches
SEASONAL WATER TABLE: 20-40 inches
FLOODING POTENTIAL: None
PROFILE PERMEABILITY: 1.98 to 5.95 in/hr

PsB: Pepperbox-Rosedale complex, 2-5% slopes
DRAINAGE CLASS: Moderately well drained
SLOPE RANGE: 2-5%
HYDROLOGIC GROUP: A
BEDROCK DEPTH: >80 inches
SEASONAL WATER TABLE: 20-40 inches
FLOODING POTENTIAL: None
PROFILE PERMEABILITY: 0.06 to 1.98 in/hr

**NETWORK
CONNEX**

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SCHEDULE OF REVISIONS		
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A	08-01-2025	50% REVIEW
REV. NO.	DATE	DESCRIPTION OF CHANGES
DRAWN BY:	MBM	CHECKED BY: MRL

**EROSION & SEDIMENT
CONTROL PLAN**

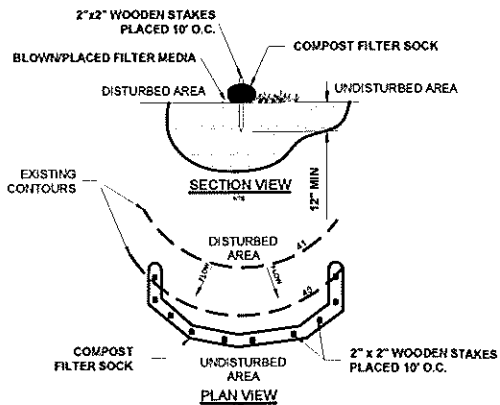
DRAWING SHEET:

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**DE1029
GEORGETOWN DE
22975 LEWES GEORGETOWN
HIGHWAY
GEORGETOWN, DELAWARE
19947
SUSSEX COUNTY, DELAWARE**

SHEET NO. 6 OF 7

JACOB MINARDI, P.E.
DELAWARE PROFESSIONAL ENGINEER
LICENSE # 27330



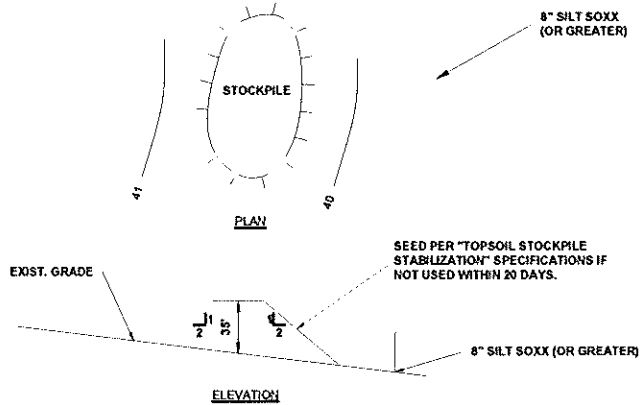
NOTES:

1. SOCK FABRIC SHALL MEET STANDARDS OF TABLE 4.1. COMPOST SHALL MEET THE STANDARDS OF TABLE 4.2.
2. COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE SOCK SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN SOCK ALIGNMENT (FIGURE 4.1). MAXIMUM SLOPE LENGTH ABOVE ANY SOCK SHALL NOT EXCEED THAT SHOWN ON FIGURE 4.2. STAKES MAY BE INSTALLED IMMEDIATELY DOWNSLOPE OF THE SOCK IF SO SPECIFIED BY THE MANUFACTURER.
3. TRAFFIC SHALL NOT BE PERMITTED TO CROSS FILTER SOCKS.
4. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES HALF THE ABOVEGROUND HEIGHT OF THE SOCK AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN.
5. SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.
6. BIODEGRADABLE FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS. PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
7. UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.

TABLE 4.1 COMPOST SOCK FABRIC MINIMUM SPECIFICATIONS					
Material Type	3 mil HDPE	5 mil HDPE	5 mil HDPE	Multi-Filament Polypropylene (HDPE)	Heavy Duty Multi-Filament Polypropylene (HDPE)
Material Characteristics	Photo-degradable	Photo-degradable	Bio-degradable	Photo-degradable	Photo-degradable
Sock Dimensions	12" 18" 24" 32"	12" 18" 24" 32"	12" 18" 24" 32"	12" 18" 24" 32"	12" 18" 24" 32"
Mesh Opening	3/8"	3/8"	3/8"	3/8"	1/8"
Tensile Strength		26 psi	26 psi	44 psi	202 psi
Ultraviolet Stability % Orig. Strength (ASTM G-155)	22% at 1200 hr	22% at 1200 hr	100% at 1200 hr	100% at 1200 hr	100% at 1200 hr
	6 months	6 months	6 months	1 year	2 years
Two-Ply Systems					
Inner Containment Netting	HDPE barrier net Continuous Non-wovened 3/16"x1/4" mesh, aperture size				
	Composite Polypropylene Fabric (woven layer and non-woven fleece mechanically fused via needle punch)				
Outer Filtration Mesh	3/16" Max. aperture size				
	Sock fabrics composed of biopoly may be used on projects lasting 6 months or less.				

TABLE 4.2 COMPOST STANDARDS	
Organic Matter Content	80% - 100% (dry weight basis)
Organic Portion	Fibrous and elongated
pH	5.5 - 8.0
Moisture Content	35% - 55%
Particle Size	98% pass through 1" screen
Soluble Salt Concentration	5.0 dS/m (mmhos/cm) Maximum

1
Z-6 NOT USED
N.T.S.

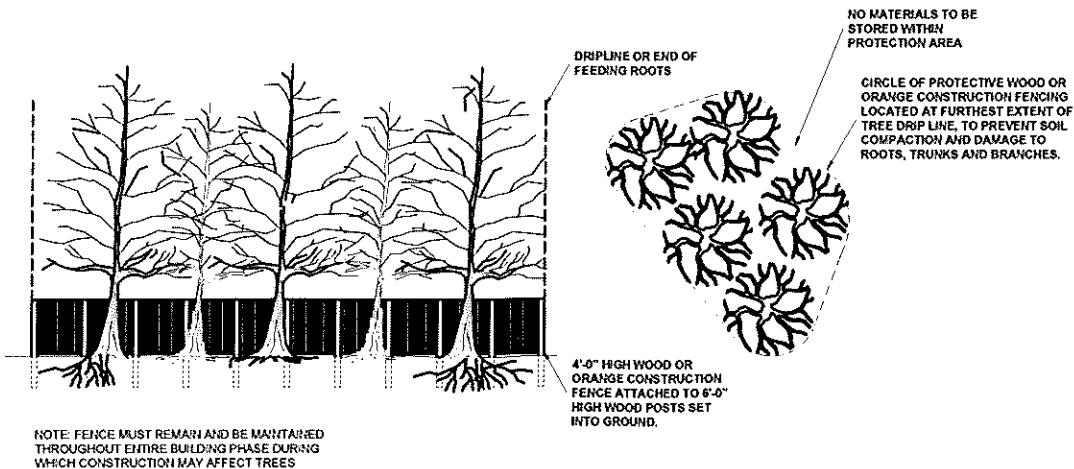


NOTES:

1. INSTALL SILT FENCE DOWNSLOPE OF AREA OF STOCKPILE.
2. PLACE STOCKPILE IN AREAS SHOWN ON EROSION CONTROL PLAN WITHOUT BLOCKING NATURAL DRAINAGE PATTERNS.
3. FOLLOW DIMENSIONS SHOWN ABOVE. HEIGHT SHOULD NOT EXCEED 35 FT. SIDE SLOPES SHOULD NOT BE STEEPER THAN 2H:1V.
4. SEED IMMEDIATELY PER "TOPSOIL STOCKPILE STABILIZATION" SPECIFICATIONS IF MATERIAL IS NOT TO BE USED WITHIN 20 DAYS. FOLLOW "SEEDING, FERTILIZATION SCHEDULE & SPECIFICATIONS."
5. LOCATION(S) AND SIZE(S) OF SOIL STOCKPILES ARE APPROXIMATE AND SHALL BE ADJUSTED PER FIELD AND CONSTRUCTION SEQUENCE CONDITIONS. CONTRACTOR SHALL VERIFY REQUIRED SIZE(S). REQUIREMENTS FROM THE STANDARDS DETAIL MUST BE FOLLOWED FOR STOCKPILES.

3
Z-6 TOPSOIL STOCKPILE AND MAINTENANCE
N.T.S.

2
Z-6 FILTERXX SILT SOXX
N.T.S.



NOTE: FENCE MUST REMAIN AND BE MAINTAINED THROUGHOUT ENTIRE BUILDING PHASE DURING WHICH CONSTRUCTION MAY AFFECT TREES

4
Z-6 TREE PROTECTION DETAIL (TREE GROUP)
N.T.S.

1. HEAVY EQUIPMENT OPERATORS ARE TO MINIMIZE DAMAGE TO EXIST TREE TRUNKS AND ROOT SYSTEMS
2. TREE TRUNKS AND EXPOSED TREE ROOTS THAT HAVE BEEN DAMAGED DURING CONSTRUCTION SHALL BE TREATED, CUT AND REMOVE DAMAGED BARK BACK TO A POINT WHERE BARK IS INTACT AND TIGHT TO TREE. CLEAN UP AND COVER EXPOSED ROOTS. TREES WITH DAMAGED ROOT SYSTEMS SHOULD BE TRIMMED AND THINNED TO BALANCE ROOT DAMAGE
3. TREES WHICH ARE TO REMAIN SHALL NOT BE USED FOR ROPING, CABLES, SIGNS OR FENCING
4. STORAGE OF EQUIPMENT, MATERIALS, DEBRIS, OR FILL SHALL NOT BE WITHIN THE DRIPLINE OF EXISTING TREES TO REMAIN
5. WHEN DIGGING TRENCHES FOR UTILITY LINES OR SIMILAR USES, DISTURBANCE TO THE ROOT ZONES OF WOODY VEGETATION SHALL BE MINIMIZED
6. IF TRENCHES MUST BE EXCAVATED IN THE ROOT ZONE, ALL DISTURBED ROOTS SHALL BE CUT AS CLEANLY AS POSSIBLE. THE TRENCH SHALL BE BACKFILLED AS QUICKLY AS POSSIBLE, AVOIDING SOIL COMPACTION IF POSSIBLE. TREES WITH DAMAGED ROOT SYSTEMS SHOULD BE TRIMMED AND THINNED OUT TO BALANCE ROOT DAMAGE

SEEDING / STABILIZATION SPECIFICATIONS:

1. TOPSOIL STOCKPILE PROTECTION
 - APPLY GROUND LIMESTONE AT A RATE OF 80 LBS. PER 1,000 SQ. FT.
 - APPLY FERTILIZER (10-20-10) AT A RATE OF 11 LBS. PER 1,000 SQ. FT.
 - APPLY PERENNIAL RYEGRASS SEED AT A RATE OF 1 LB. PER 1,000 SQ. FT.
 - AND ANNUAL RYEGRASS SEED AT A RATE OF 1 LB. PER 1,000 SQ. FT.
 - MULCH STOCKPILE WITH STRAW OR HAY AT A RATE OF 138 LBS. PER 1,000 SQ. FT.
 - PROPERLY ENTRENCH A SILT FENCE AT THE BOTTOM OF THE STOCKPILE
2. TEMPORARY STABILIZATION SPECIFICATIONS
 - APPLY GROUND LIMESTONE AT A RATE OF 184 LBS. PER 1,000 SQ. FT.
 - APPLY FERTILIZER (10-20-10) AT A RATE OF 11 LBS. PER 1,000 SQ. FT.
 - APPLY PERENNIAL RYEGRASS SEED AT A RATE OF 1 LB. PER 1,000 SQ. FT.
 - AND ANNUAL RYEGRASS SEED AT A RATE OF 1 LB. PER 1,000 SQ. FT.
 - MULCH STOCKPILE WITH STRAW OR HAY AT A RATE OF 138 LBS. PER 1,000 SQ. FT.
 - APPLY A LIQUID MULCH BINDER OR TACK TO STRAW OR HAY MULCH
3. PERMANENT STABILIZATION SPECIFICATIONS
 - APPLY TOPSOIL TO A DEPTH OF 5 INCHES (UNSETTLED)
 - APPLY GROUND LIMESTONE AT A RATE OF 184 LBS. PER 1,000 SQ. FT. AND WORK FOUR INCHES INTO SOIL.
 - APPLY FERTILIZER (10-20-10) AT A RATE OF 11 LBS. PER 1,000 SQ. FT.
 - APPLY HARD FESCUE SEED AT A RATE OF 2.7 LBS. PER 1,000 SQ. FT. AND CREEPING RED FESCUE SEED AT 0.7 LBS. PER 1,000 SQ. FT. AND PERENNIAL RYEGRASS SEED AT 0.25 LBS. PER 1,000 SQ. FT.
 - MULCH STOCKPILE WITH STRAW OR HAY AT A RATE OF 138 LBS. PER 1,000 SQ. FT.
 - APPLY A LIQUID MULCH BINDER OR TACK STRAW OR HAY MULCH

UTILITY TRENCH EXCAVATION/DISTURBANCE GUIDELINES

1. LIMIT ADVANCED CLEARING AND GRUBBING OPERATIONS TO A DISTANCE EQUAL TO TWO TIMES THE LENGTH OF PIPE INSTALLATION THAT CAN BE COMPLETED IN ONE DAY.
2. WORK CREWS AND EQUIPMENT FOR TRENCHING, PLACEMENT OF PIPE, PLUG CONSTRUCTION AND BACKFILLING SHALL BE SELF CONTAINED AND SEPARATE FROM CLEARING AND GRUBBING AND SITE RESTORATION AND STABILIZATION OPERATIONS.
3. ALL SOIL EXCAVATED FROM THE TRENCH SHALL BE PLACED ON THE UPHILL SIDE OF THE TRENCH.
4. LIMIT DAILY TRENCH EXCAVATION TO THE LENGTH OF PIPE PLACEMENT, PLUG INSTALLATION AND BACKFILLING THAT CAN BE COMPLETED THE SAME DAY.
5. WATER WHICH ACCUMULATES IN THE OPEN TRENCH SHALL BE COMPLETELY REMOVED BY PUMPING BEFORE PIPE PLACEMENT AND / OR BACKFILLING BEGINS. WATER REMOVED FROM THE TRENCH SHALL BE PUMPED THROUGH A FILTRATION DEVICE
6. ON THE DAY FOLLOWING PIPE PLACEMENT AND TRENCH BACKFILLING, THE DISTURBED AREA SHALL BE GRADED TO FINAL CONTOURS AND IMMEDIATELY STABILIZED.

NETWORK
CONNEX

7151 COLUMBIA GATEWAY DRIVE, SUITE A
COLUMBIA, MARYLAND 21046
PHONE: (443) 357-0003

www.networkconnex.com

TowerNorth

2400 ANSYS DRIVE, SUITE 102
CANONSBURG, PENNSYLVANIA 15317

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
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REV. NO. DATE DESCRIPTION OF CHANGES

DRAWN BY: MBM CHECKED BY: MRL

DRAWING TITLE:

EROSION & SEDIMENT
CONTROL DETAILS

DRAWING SHEET:

Z-6

DE1029
GEORGETOWN DE
22975 LEWES GEORGETOWN
HIGHWAY
GEORGETOWN, DELAWARE
19947
SUSSEX COUNTY, DELAWARE

SHEET NO. 7 OF 7

JACOB MINARDI, P.E.
DELAWARE PROFESSIONAL ENGINEER
LICENSE # 27382

REGER | RIZZO | DARNALL LLP
Attorneys at Law

Christopher H. Schubert
Partner
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790 East Market Street
Suite 330
West Chester, PA 19382

Main: 610.429.1369
Fax: 610.429.1379
Cell: 610.283.7440

September 3, 2025

VIA OVERNIGHT MAIL

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

RECEIVED

SEP 04 2025

SUSSEX COUNTY
PLANNING & ZONING

RE: Sussex County Board of Adjustment
Application of TowerNorth Development, LLC
Site Name: Salisbury Switch / Site DE 1027
Address: 22975 Lewis Georgetown Road, Georgetown, DE

Dear Mr. Whitehouse:

This office represents TowerNorth Development, LLC ("TowerNorth") with respect to the enclosed Application to the Sussex County Board of Adjustment relating to its telecommunications facility proposed on the Megee property located at 22975 Lewis Georgetown Road, Georgetown, DE (the "Property"). The Property is further identified as Parcel 135-16.00-12.00 and is located within the C-1 General Commercial District.

There is a need for enhanced wireless service coverage within the County, including New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility ("AT&T"). TowerNorth is a telecommunications company which provides infrastructure facilities needed by the providers of personal wireless services licensed by the Federal Communications Commission. To achieve enhanced coverage, TowerNorth proposes the installation of a new monopole antenna support structure extending to a height of 145 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 having a footprint of about 44 square feet. Additional cabinets will be placed to connect the facility to the national telephone network. The facility (as described, the "Facility") will be contained within a 50' x 50' compound. The compound shall be surrounded by a chain-link security fence, six (6) feet in height with an additional 1-foot of barbed wire for security.

Jamie Whitehouse, Director
 Department of Planning & Zoning
 Sussex County
 September 3, 2025
 Page 2

The Code provides for use of a new Commercial Communications Tower by special use within the C-1 district. The special use is triggered because the proposed tower is within 500 of a residentially zoned district to the northwest. Code, §115-194.2.A.

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

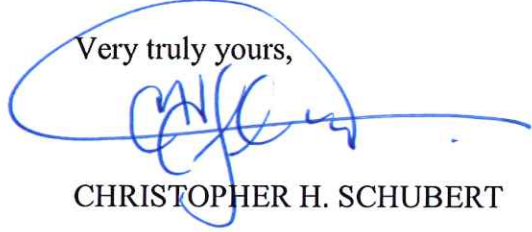
1. One (1) original and copy of the Board of Adjustment, which includes Addendum "A" which further describes the project and provides the required written narrative in response to the applicable criteria for the special use exception.
2. Two (2) copies of the site plans prepared by Network Connex, which 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 electromagnetic emissions report prepared by dBM Engineering, which demonstrates that the Facility will operate in compliance with all application regulations of the FCC.
4. 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.
5. Two (2) copies of the FAA TowAIR report in accordance with requirements of the Federal Aviation Administration.
6. Two (2) copies of the photo-simulations prepared by the project engineers which provide a representative depiction of the completed facility.
7. Two (2) copies of the lease agreement with the underlying property owner to establish standing. The lease is redacted as to financial terms.
8. My firm's check made payable to Sussex County in the amount of \$500, representing the required filing fees 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.

Jamie Whitehouse, Director
Department of Planning & Zoning
Sussex County
September 3, 2025
Page 3

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,

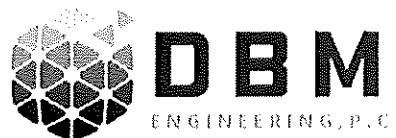
A handwritten signature in blue ink, appearing to read 'CHS', is written over a large, loopy blue oval. A long horizontal line extends to the right from the end of the signature.

CHRISTOPHER H. SCHUBERT

CHS/ap
Enclosures

cc: Brian Glivic (via email) (w/o enclosures)

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



August 11, 2025
 Brian Glivic
 Tower North
 2400 ANSYS DRIVE, SUITE 102
 CANONSBURG, PA 15317

Subject: Electromagnetic Exposure Analysis
"Salisbury Switch" - DE1029
22975 LEWES GEORGETOWN HIGHWAY
GEORGETOWN, DE 19947
Latitude: N 38° 42' 32.50" (NAD 83)
Longitude: W 75° 20' 13.19" (NAD 83)

Mr. Glivic:

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 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 above referenced AT&T facility will be complaint with FCC exposure limits. **Using upper limit assumptions for the AT&T equipment configurations the cumulative radio-frequency exposure levels would be less than 2.3% of the applicable FCC standard at all locations of public access.** The following charts specifically illustrate 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, maximum pattern gain, and constructive interference from ground reflection. AT&T 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 up to 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

According to the configuration information furnished by its representatives, AT&T plans to add nine (9) new panel-style antennas in three (3) arrays of three (3) antennas per array. The average antenna centerline height will be 140’ above grade with sector azimuths of 80°, 200°, and 320° in the horizontal plane with respect to true north. Transmitting through these antennas will be 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) 5G NR transmit paths in the 1900 MHz band (per sector) at a cumulative maximum of 240 watts, up to four (4) 5G NR transmit paths in the 2100 MHz band (per sector) at a cumulative maximum of 240 watts, up to four (4) 5G NR transmit paths in the 850 MHz band (per sector) at a cumulative maximum of 240 watts, up to sixty-four (64) 5G NR 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) 5G NR 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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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 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

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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.**

Additional Remarks

The radio-frequency emission levels from AT&T 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



PO Box 165
Fairview Village, PA 19409
Phone: 610.304.2024
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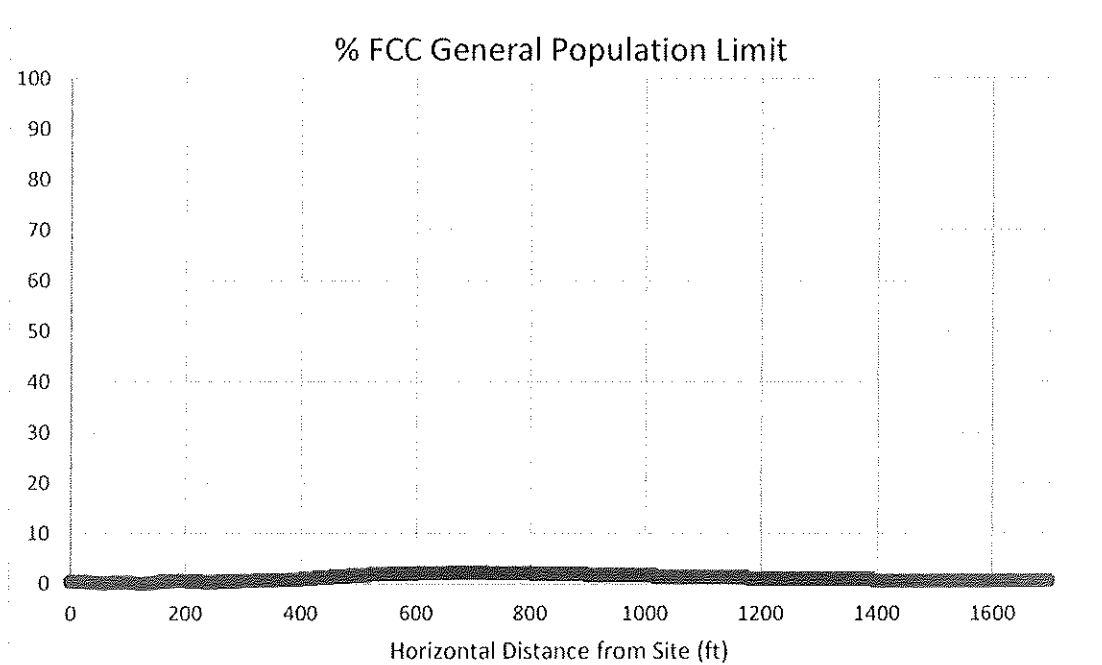


Figure-1 — calculated cumulative exposure level surrounding the proposed telecommunications facility expressed in percentage of the applicable FCC standard

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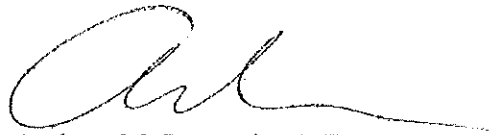
Horizontal Distance from Facility (Ft.)	Height Above Ground (Ft.)	Maximum Power Density $\mu\text{W}/\text{cm}^2$ (micro-watts per square centimeter)							% of FCC Limit							Cumulative % of FCC limit across all bands
		600 MHz	700 MHz	850 MHz	1900 MHz	2100 MHz	2300 MHz	>2300 MHz	600 MHz	700 MHz	850 MHz	1900 MHz	2100 MHz	2300 MHz	>2300 MHz	
0	6	NA	0.14	0	0.02	0	NA	3.75	NA	0.03	0	0.002	0	NA	0.375	0.407
300	6	NA	0.75	0.34	0.03	0.03	NA	4.36	NA	0.16	0.06	0.003	0.003	NA	0.436	0.662
600	6	NA	3.13	1.81	0.13	0.05	NA	10.61	NA	0.67	0.32	0.013	0.005	NA	1.061	2.069
1320 (1/4 mi.)	6	NA	0.28	0.17	0.48	0.51	NA	8.28	NA	0.06	0.03	0.048	0.051	NA	0.828	1.017
FCC Exposure Limits for General Population ($\mu\text{W}/\text{cm}^2$)		400	467	567	1000	1000	1000	1000								

Figure-2 – sample calculated exposure levels near the proposed telecommunications facility

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 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

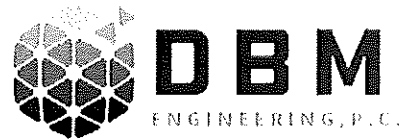


Executed this the 11th day of August, 2025

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Fairview Village, PA 19409
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 Phone: 610.304.2024
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August 11, 2025
 Brian Glivic
 Tower North
 2400 ANSYS DRIVE, SUITE 102
 CANONSBURG, PA 15317

Subject: Interference Analysis
"Salisbury Switch" - DE1029
22975 LEWES GEORGETOWN HIGHWAY
GEORGETOWN, DE 19947
Latitude: N 38° 42' 32.50" (NAD 83)
Longitude: W 75° 20' 13.19" (NAD 83)

Mr. Glivic:

I have received and executed the request that I perform an independent evaluation of the potential for harmful interference generated by the AT&T 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 telecommunications facility. My findings indicate that AT&T will be operating in full compliance with all applicable standards as outlined in their Federal Communications Commission licensure.

Sincerely,

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. 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 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 point is moot as AT&T is the only service provider currently proposing use of the tower. **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.**

Facility Discussion

According to the configuration information furnished by its representatives, AT&T plans to add nine (9) new panel-style antennas in three (3) arrays of three (3) antennas per array. The average antenna centerline height will be 140' above grade with sector azimuths of 80°, 200°, and 320° in the horizontal plane with respect to true north. Transmitting through these antennas will be 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.

Additional Remarks

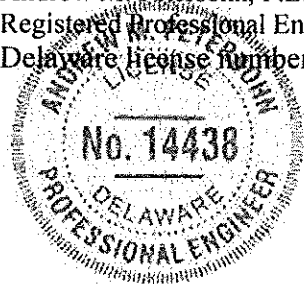
The radio frequency emission levels from AT&T and other PCS and Cellular communications base stations are similar to that of other two-way communications systems such as those used by police, fire and ambulance personnel. In contrast, commercial broadcast systems such as television and radio often transmit 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.

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



Executed this the 11th day of August, 2025

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



Antenna Structure Registration

Home > Antenna Structure Registration > TOWAIR

TOWAIR Determination Results

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This structure requires FAA notification and FCC registration, based on a check of the coordinates, heights, and structure type you provided. As detailed below, one or more of the determination results produced a "fail slope" result, which means registration is required.

*** 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 17.33. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending 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 this conclusion is appropriate.

DETERMINATION RESULTS

FAIL SLOPE (100:1 FAA REQ - 2184.0 Meters (7165.27 Feet) away & exceeds by 70.0 Meters (229.658 Feet))									
Type	C/R	Latitude	Longitude	Altitude	Address	Location	Elevation (m)	Structure Length (m)	Structure Length (ft)
ATP	R	38-41-44.00N	075-21-10.00W		DELAWARE COASTAL	SUSSEX	14.6	1576.4000000000001	
FAIL SLOPE (100:1 FAA REQ - 2085.0 Meters (6793.10 Feet) away & exceeds by 12.0 Meters (39.3689 Feet))									
Type	C/R	Latitude	Longitude	Altitude	Address	Location	Elevation (m)	Structure Length (m)	Structure Length (ft)
ATP	R	38-41-5.00N	075-21-6.00W		DELAWARE COASTAL	SUSSEX	14.6	1576.4000000000001	
Your Specifications									
Maximum Overall Height									
Latitude									
Longitude									
Maximum Structure Height (ASL)									
Support Structure Height (ASL)									
Site Elevation (ASL)									
Structure Type									
Notes									

TOWAIR - Nonstop

Tower Construction Notifications

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

ASR Help

ASR Online System

ASR ASR

100 - Planning - Documentation - Technical Support

100 - ASR - ASR Online Help - Application Search - Registration Search

100 - ASR - ASR Online Help - Application Search - Registration Search

100 - ASR - ASR Online Help - Application Search - Registration Search

100 - ASR - ASR Online Help - Application Search - Registration Search

100 - ASR - ASR Online Help - Application Search - Registration Search

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100 - ASR - ASR Online Help - Application Search - Registration Search

100 - ASR - ASR Online Help - Application Search - Registration Search

100 - ASR - ASR Online Help - Application Search - Registration Search

 TowerNorth	PROJECT INFORMATION:	DE1029	NETWORK CONNEX www.networkconnex.com
	22975 LEWES GEORGETOWN HWY GEORGETOWN, DE 19847		
	CURRENT ISSUE DATE:	08/06/2025	
	SIMS PREPARED BY:		



PROPOSED VIEW - LOOKING WEST FROM LEWES GEORGETOWN HWY



EXISTING VIEW - LOOKING WEST FROM LEWES GEORGETOWN HWY



TowerNorth

PROJECT INFORMATION

DE1029
22975 LEWES GEORGETOWN HWY
GEORGETOWN, DE 19947

CURRENT ISSUE DATE:
08/06/2025

SIMS PREPARED BY:
**NETWORK
CONNEX**
www.networkconnex.com



PROPOSED VIEW - LOOKING NORTHEAST FROM LEWES GEORGETOWN HWY



EXISTING VIEW - LOOKING NORTHEAST FROM LEWES GEORGETOWN HWY

 TowerNorth
PROJECT INFORMATION: DE1029 22975 LEWES GEORGETOWN HWY GEORGETOWN, DE 19847
CURRENT ISSUE DATE: 08/06/2025
SIMS PREPARED BY: NETWORK CONNEX www.networkconnex.com



PROPOSED VIEW - LOOKING SOUTHEAST FROM LEWES GEORGETOWN HWY



EXISTING VIEW - LOOKING SOUTHEAST FROM LEWES GEORGETOWN HWY

 TowerNorth
PROJECT INFORMATION: DE1029 22975 LEWES GEORGETOWN HWY GEORGETOWN, DE 19947
CURRENT ISSUE DATE: 08/06/2025
SIMS PREPARED BY: NETWORK CONNEX www.networkconnex.com



PROPOSED VIEW - LOOKING EAST FROM SHINGLE POINT RD



EXISTING VIEW - LOOKING EAST FROM SHINGLE POINT RD



TowerNorth

PROJECT INFORMATION:

DE1029

22875 LEWES GEORGETOWN HWY
GEORGETOWN, DE 19947

CURRENT ISSUE DATE:

08/06/2025

SIMS PREPARED BY:

**NETWORK
CONNEX**
www.networkconnex.com

	EXISTING VIEW - LOOKING SOUTH FROM SHINGLE POINT RD
	PROPOSED VIEW - LOOKING SOUTH FROM SHINGLE POINT RD

 TowerNorth

PROJECT INFORMATION:
DE1029
22975 LEWES GEORGETOWN HWY
GEORGETOWN, DE 19947

CURRENT ISSUE DATE:
08/06/2025

SIMS PREPARED BY:
**NETWORK
CONNEX**
www.networkconnex.com



PROPOSED VIEW - LOOKING EAST FROM SHINGLE POINT RD



EXISTING VIEW - LOOKING EAST FROM SHINGLE POINT RD

TN Site Name and ID: Saulsbury Switch, DE (Georgetown 3)/DE1029-A

Lease 2024 V1

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by B. DARROW MCLAUCHLIN and ERIC E. MCLAUCHLIN, TRUSTEES OF THE ERNEST E. MEGEE IRREVOCABLE TRUST DATED DECEMBER 23, 1993 ("Landlord") having a mailing address of 4690 Millennium Drive, Suite 200, Belcamp, Maryland 21017 and TOWER NORTH DEVELOPMENT, LLC, a Delaware limited liability company ("Tenant"), having a mailing address of 2400 Ansys Drive, Suite 102, Canonsburg, Pennsylvania 15317.

BACKGROUND

Landlord is the fee owner of that land and property, together with all rights and privileges arising in connection therewith, located in the State of Delaware, County of Sussex and commonly referred to as parcel number 135-16.00-12.00 and further described on Exhibit 1 (collectively, the "Property"). Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, a portion of the Property measuring approximately four thousand two hundred twenty five (4,225) square feet (with dimensions of 65 feet by 65 feet) (the "Premises"), together with non-exclusive easements over, across, under and through the Property for ingress, egress, access, regress and parking and the installation and maintenance of cables, utilities and lines (collectively, the "Easements") each being approximately located as shown on Exhibit 2 (the Premises and the Easements are collectively referred to herein as the "Leased Premises"), for the purpose of constructing, operating, installing, maintaining, removing, replacing and modifying a communications facility for Tenant's use and the use thereof by Tenant's subtenants, licensees and customers

The parties agree as follows:

1. OPTION TO LEASE.

(a) In consideration of the payment of [REDACTED] (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an exclusive and irrevocable option (the "Option") to lease the Premises and use the Easements on the terms and conditions set forth below. The Option shall commence upon the Effective Date and shall continue for an initial term of three (3) years (the "Initial Option Term"). Tenant shall have the right to extend the Option for one (1) additional period of two (2) years (the "Extended Option Term") upon written notification to Landlord and the payment of [REDACTED] ("Extended Option Fee") within thirty (30) days following the commencement of the Extended Option Term. The Initial Option Term and any Extended Option Term are collectively referred to as the "Option Term."

(b) During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property 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"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinance, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord 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 Tenant's

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Lease 2024 V1

inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) This Option shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto. This Option may be assigned or transferred at any time by Tenant. Landlord shall not sell, lease, convey, subdivide or separate all or any portion of the Property in a manner that may, in Tenant's reasonable discretion, interfere with or prohibit the use of the Leased Premises by Tenant and without not less than thirty (30) days' notice to Tenant.

(e) If Tenant does not exercise the Option during the Option Term, this Agreement shall automatically terminate as of the last day of the Option Term, and neither party shall have any further obligation to the other. Tenant may exercise the Option at any time during the Option Term by providing written notice to Landlord in the manner set forth in this Agreement, which notice shall be effective on the date set forth in the notice ("Commencement Date").

2. **LEASE AND EASEMENT.** Subject to the terms and conditions of this Agreement, upon Tenant's exercise of the Option, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises and grants to Tenant, its successors, assigns, for its use and the use by Tenant's subtenants, licensees, invitees, and customers, and each of their respective employees, contractors and agents, the use of the Easements for ingress, egress, regress, access and parking (including a 20' x 20' turnaround area) seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, cranes and heavy equipment and the installation, construction, modification, operation and maintenance of above and below ground electrical, telephone, fiberoptic and other lines, cables, conduit, pipes, poles, equipment boxes, pull boxes and ancillary improvements.

3. **PERMITTED USE.** Tenant, together with its subtenants, licensees, invitees and customers, may use the Premises for, among other things, the construction, modification, operation, maintenance, repair, removal and replacement of a communications tower facility (as well as, to the extent applicable, that of its subtenants, licensees and/or customers) radio transmitting and receiving antennae, dishes, generators, communications equipment, and related cables, wires, conduits, generators, air conditioning equipment and other appurtenances, equipment shelters or cabinets and fencing and any other items necessary, in Tenant's discretion, to the successful and secure use of the Premises by Tenant (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property (collectively, the "Permitted Use"). Tenant shall be entitled to sublease and/or sublicense all or any part of the Premises or any communications tower(s) thereon at any time without Landlord consent and without additional payment to Landlord. Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 2 will not be deemed to limit Tenant's Permitted Use. If Exhibit 2 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 2. In addition, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining Property as may reasonably be required during the construction, installation, repair, replacement or modification of the Communication Facility. Tenant has the right to make other improvements, alterations, upgrades, installations or additions appropriate for Tenant's Permitted Use to the Premises and within the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. In the event Tenant desires to modify or upgrade the Communication Facility in a manner that requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

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Lease 2024 V1

4. TERM.

(a) The initial term of this Agreement (the "Initial Term") shall be five (5) years, beginning on the Commencement Date. Tenant shall have the option to extend this Agreement for nine (9) additional terms of five (5) years each (each an "Extension Term"). This Agreement shall automatically renew for each successive Extension Term unless Tenant provides written notice to Landlord of its election not to renew this Agreement not less than sixty (60) days prior to the expiration of the Initial Term or any applicable Extension Term. The Initial Term and the Extension Terms shall collectively be referred to as the "Term".

(b) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least sixty (60) days prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each an "Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(c) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "Term").

5. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction of the Communication Facility (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, [REDACTED] (the "Rent"). In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) The Rent shall increase, on the first day of each Extension Term, by an amount equal to [REDACTED] over the Rent payable for the Initial Term or immediately preceding Extension Term, as the case may be.

6. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises, Leased Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

7. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 16 of this Agreement after the applicable cure periods;

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(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction of the Communications Facility by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 6 Approvals, 7(a) Termination, 7(b) Termination, 7(c) Termination, 7(d) Termination, 12(d) Environmental, 19 Condemnation or 20 Casualty.

8. **INSURANCE.** Tenant shall acquire and maintain during the Term of this Agreement: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Tenant's CGL insurance shall contain list Landlord as an additional insured, as its interest may appear. Such additional insured coverage (i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors; (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and (iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

9. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use any portion of the Property in any way that interferes with Tenant's Permitted Use of the Leased Premises. Such interference will be deemed a material breach of this Agreement by Landlord and Landlord shall have the responsibility to terminate said interference immediately upon written notice from Tenant. Anything to the contrary in this Agreement notwithstanding, if any such interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after Tenant's written notice to Landlord, Landlord acknowledges that continuing interference will cause irreparable injury to Tenant, as well as Tenant's subtenants and licensees, and Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Agreement immediately upon notice to Landlord. Landlord represents and warrants that it has not sold, leased, licensed or otherwise granted rights in the Property that in any way interfere or could reasonably be likely to interfere with Tenant's rights to the Leased Premises as set forth in this Agreement.

10. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including

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reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

11. WARRANTIES AND COVENANTS.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Leased Premises under this Agreement; (iii) as long as Tenant is not in default of this Agreement beyond any applicable cure period, Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises and the non-exclusive use of the Easements without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

(c) Landlord agrees, from time to time, upon not less than ten (10) days prior written notice from Tenant, to execute and deliver to Tenant a written estoppel certificate certifying that as of the date of the certification: (i) this Agreement is a valid enforceable agreement, presently in full force and effect; (ii) whether Landlord has any knowledge of any default or breach by Tenant under any of the terms, conditions, or covenants of this Agreement; (iii) the Term (its commencement and termination dates) and the term of any option or renewal periods granted to the Tenant to extend the Term; (iv) the amount of the then-current Rent payable under the Agreement; (v) attached to the certification is a true and correct copy of the Agreement and all amendments thereto, (vi) and such other facts as Tenant or its prospective mortgagee or purchaser may request.

(d) Landlord, as Trustee, represents and warrants to Tenant that: (a) the trust under which the Trustee acts (the "Trust") is validly existing and in full force and effect under applicable law; (b) the Trustee has full authority under the Trust and applicable law to enter into this Agreement and to perform all obligations hereunder; (c) the execution, delivery, and performance of this Lease by the Trustee has been duly authorized in accordance with the terms of the trust; and (d) any trust certificate or other written

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confirmation of authority delivered to Tenant in connection with this Agreement may be conclusively relied upon by Tenant as true, correct, and complete, without duty of further inquiry.

12. ENVIRONMENTAL

(a) Landlord represents and warrants that, except as may be identified on Schedule A attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 12(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 12 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 12 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

13. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant, its customers, sublessees, and invitees, together with each of their respective employees, agents, and subcontractors, shall have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, and the unrestricted right to install, maintain, operate, repair or replace any utilities serving the Premises. As may be described more fully in Exhibit 2, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, [REDACTED] per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event

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of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

14. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant shall be required to remove the above ground portions of the Communication Facility, and those below ground portions to a depth of three (3) feet below grade, within one hundred twenty (120) days following the end of the Term or upon other termination hereunder. Tenant will repair any damage to the Property resulting from Tenant's removal activities. To the extent that Tenant fails to comply with the provisions of this Section Tenant shall pay to Landlord the actual reasonable costs paid to licensed third parties for the removal of the Communications Facility in the manner required of Tenant. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

15. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Leased Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. Landlord shall submit any and all bills, invoices or requests for payment to Tenant within twelve (12) months of the date such charges were incurred by Landlord. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to Tenant, its subtenants, licensees, invitees and customers, together with any electric, telephone or fiberoptic company providing electric, telephone or fiberoptic service to the Premises a non-exclusive easement over the Property to and from open and improved public road to the Premises for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as Tenant or such companies may from time to time require. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

16. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from

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Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity. In the event Landlord elects to terminate this Agreement due to a default by Tenant, it shall continue to honor all leasehold and or license commitments made by Tenant through the expiration of the Term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 9 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

17. ASSIGNMENT/SUBLEASE. Tenant may assign or transfer its interest in this Agreement and the Leased Premises without the consent of Landlord, provided that such assignee agrees in writing to assume the obligations of Tenant hereunder. Upon such assignment, Tenant shall be released of all obligations under this Agreement. Tenant may sublease all or any portion of the Leased Premises to any other party or multiple parties, without the consent of Landlord, provided that no such sublease shall relieve Tenant of its obligations under this Agreement. Additionally, Tenant may mortgage or grant a security interest in this Agreement and the Communications Facility, and may assign this Agreement and the Communication Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested by Tenant, Landlord shall execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by Tenant, Landlord agrees to notify Tenant and Tenant's Secured Parties simultaneously of any default by Tenant and to give Secured Parties the same right to cure any default as Tenant. If a termination, disaffirmance or rejection of the Agreement by Tenant pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Landlord shall terminate this Agreement for any reason, Landlord will give to Secured Parties prompt notice thereof and Secured Parties shall have the right to enter upon the Premises during a thirty (30) day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Communications Facilities. Landlord acknowledges that Secured Parties are third-party beneficiaries of this Agreement.

18. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Formal notices will be addressed to the parties as follows:

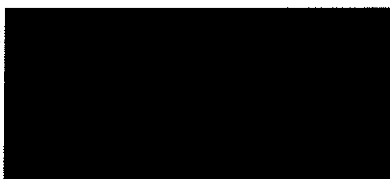
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If to Tenant (Formal): TowerNorth Development, LLC
 Attn: Bert Stern/Sue Masse
 Re: Cell Site Name/Number: Saulsbury Switch DE, (Georgetown 3)/DE1029-A
 2400 Ansys Drive
 Suite 102
 Canonsburg, Pennsylvania 15317

Tenant (Informal): General Contact:
 Operations: 800-821-5825 x2
Landlords@TowerNorth.com

If to Landlord (Formal):



Landlord Informal Contact:



Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

19. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorated basis.

20. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorated basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

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21. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. TAXES.

(a) Tenant shall pay all personal property taxes separately levied or assessed against Tenant's Facilities on the Leased Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Leased Premises, provided that Tenant shall reimburse Landlord for the increase in any such real property taxes that is directly attributable to the Tenant Facilities, and Landlord agrees to provide such documentation to Tenant within thirty (30) days following the receipt of such assessment by Landlord. If Landlord fails to pay when due any taxes affecting the Property or the Leased Premises, Tenant shall have the right, but not the obligation, to pay such taxes and (i) deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(c) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

23. SALE OF PROPERTY.

(a) Landlord shall promptly notify Tenant in writing of any sale, conveyance, rezoning, subdivision or other transfer of the Property and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership of the Property, Landlord shall provide to Tenant the documents set forth below within ten (10) days of such any such transfer. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed TND Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(b) Landlord agrees that, during the Term, Tenant will have the exclusive right to lease the Property or any portion thereof from the Landlord for communications uses or the use and operation of

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antenna, transmitter or telecommunications facilities providing transmission and/or receiving facilities. Landlord shall not, at any time during the Term of this Agreement, use or suffer or permit another person to use any portion of the Property or any adjacent parcel of land now or hereafter owned, leased or managed by Landlord for any of the Permitted Use or uses similar thereto, including the construction, development, use or operation of communications tower facilities, data transmission facilities, or other systems for the transmission, reception or relay of communications signals, including small cells, distributed antenna systems, data centers, C-RAN or fiber.

24. RIGHT OF FIRST REFUSAL / RENTAL STREAM OFFER.

(a) From and after the Effective Date, Landlord hereby grants Tenant a right of first refusal in connection with all requests, proposals or offers from any Offeror (as defined below) other than the Tenant to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Leased Premises. Landlord shall provide Tenant written notice (the "ROFR Notice") of its receipt of such a request, proposal or offer which Landlord desires to accept. Such ROFR Notice shall describe all material terms of such request, proposal or offer and include a copy of such request, proposal or offer. Tenant shall have thirty (30) days to evaluate such request, proposal or offer and notify Landlord in writing (the "Acceptance Notice") if it intends to exercise its right to consummate such acquisition, lease or obtaining of easement (or other right of way) pursuant to the terms and conditions set forth in such request, proposal or offer. If Tenant fails to provide Landlord with an Acceptance Notice or within such thirty (30) day period, then Landlord may proceed with such sale, lease or grant of easement (or other right of way) to such third party as set forth in the ROFR Notice, provided that if the acquisition, lease or obtaining of easement (or other right of way) set forth in the ROFR Notice is not completed within one hundred eighty (180) days of when Tenant notifies Landlord it does not intend to provide an Acceptance Notice (or, if no such notice is given, one hundred eighty (180) days after the expiration of the aforementioned thirty (30) day period), then Landlord shall not complete such transaction(s) without first providing Tenant an additional ROFR Notice pursuant to the terms of this Section 24, whereupon the provisions of this Section 24 shall again apply. An "Offeror" is any person or entity that, directly or indirectly, owns or operates towers or communications facilities, or is in the business of acquiring, in whole or in part, fee title, tenancy rights, licensing rights, easement rights, contract rights, economic rights or any other type of right or interest in real property and/or leases in, under or around towers or communications facilities.

(b) If at any time after the date of this Agreement, Landlord receives a bona fide written offer from an Offeror seeking an assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer") which Landlord desires to accept, Landlord will furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within thirty (30) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within such thirty (30) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 24(b).

25. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

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(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 25b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of TowerNorth Development, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

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(k) **W-9.** As a condition precedent to payment of Rent or any other amount required to be paid herein, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent. Landlord shall provide a completed IRS Form W-9, or its equivalent upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

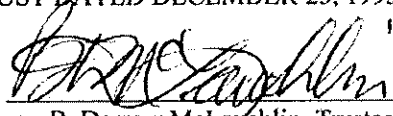
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SIGNATURE PAGES FOLLOW**

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IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

LANDLORD: B. DARROW MCLAUCHLIN
and ERIC E. MCLAUCHLIN, TRUSTEES OF
THE ERNEST E. MEGEE IRREVOCABLE
TRUST DATED DECEMBER 23, 1993

By: 

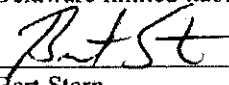
Name: B. Darrow McLauchlin, Trustee

Date: 5/6/25By: 

Name: Eric E. McLauchlin, Trustee

Date: 5/18/25

TENANT: TOWERNORTH DEVELOPMENT,
LLC, a Delaware limited liability company

By: 

Name: Bert Stern

Its: Chief Executive Officer

Date: 6/30/25

Case # 13128
Hearing Date November 3, 2025
202512375

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:

19980 Center Ave, Rehoboth Beach, DE 19971

Lot C86

Variance/Special Use Exception/Appeal Requested:

On the right side of the proposed dwelling where the separation is 1) 17.3' from the neighboring dwelling on C84 and 2) 13.4' from the neighboring stairs. Where the proposed AC is 3) 14.4' from the neighboring dwelling on C84 and 4) 10.5' from the neighboring stairs. At the rear of the proposed dwelling where the 5) neighboring dwelling on B85 is 18.7' and the 6) neighboring shed is 16.5'. Where the proposed shed is 7) 17.4' from the neighboring shed on B85 and 8) 18.0' from neighboring shed on C88, and 9) 17.9' from dwelling on C88. Where the proposed front stairs are 10) 18.0' from neighboring AC on C88 and 11) 18.0' from the neighboring stairs on C88.

Tax Map #: 334-13.00-310.00-22637

Property Zoning: A2-1

Applicant Information

Applicant Name: Sea Air Village- Agent Aimee Bennett

Applicant Address: 19837 Sea Air Ave

City Rehoboth Beach State DE Zip: 19971

Applicant Phone #: (302) 227-8118 Applicant e-mail: abennett2@suncommunities.com

Owner Information

Owner Name: Sea Breeze LP DBA Sea Air Village

Owner Address: 19837 Sea Air Ave

City Rehoboth Beach State DE Zip: 19971 Purchase Date: _____

Owner Phone #: 3022278118 Owner e-mail: abennett2@suncommunities.com

Agent/Attorney Information

Agent/Attorney Name: Aimee Bennett

Agent/Attorney Address: 19837 Sea Air Ave

City Rehoboth Beach State DE Zip: 19971

Agent/Attorney Phone #: (302) 227-8118 Agent/Attorney e-mail: abennett2@suncommunities.com

Signature of Owner/Agent/Attorney

Aimee Bennett

Date: 09/11/2025



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.

See Attached

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 Attached

3. Not created by the applicant:

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

See Attached

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 Attached

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 Attached

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.

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

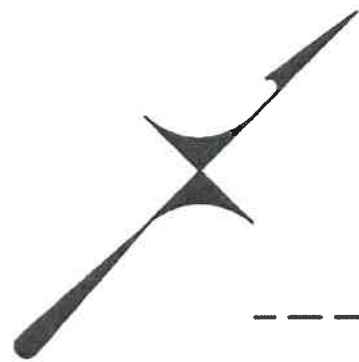


Date: 10/15/24

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: _____



LOT C-88

LOT B-87

/LOT B-85

LOT B-83

LOT/C-86

LOT C-84

EDGE OF PAVING

S 45°12'14" W

39.84

CENTER AVENUE

PROPOSED CONDITIONS LOCATION PLAN FOR

19980 CENTER AVENUE

TOTAL AREA: 3,746 SQ. FT.

LOT C-86 OF "SEA AIR VILLAGE" PARK

LEWES & REHOBOTH HUNDRED SUSSEX COUNTY

STATE OF DELAWARE

JULY 7, 2025 SCALE: 1" = 20'

LEGEND:

▲ IRON ROD (FOUND)
\$▲ IRON ROD (SET)

NOTES:

ALL SETBACKS MUST BE VERIFIED
BY THE HOME OWNER AND/OR
GENERAL CONTRACTOR.
THIS DRAWING DOES NOT VERIFY THE
EXISTENCE OR NON-EXISTENCE OF
WETLANDS, UTILITIES, RIGHT-OF-WAYS
OR EASEMENTS IN REFERENCE TO OR
LOCATED ON THIS PROPERTY.
NO TITLE SEARCH PROVIDED OR STIPULATED.

Prepared by:

FORESIGHTServices

Surveying & Precision Measurement

302 226 2229 phone

302 226 2239 fax

2103A Coastal Highway

Dewey Beach, DE 19971

Variance/Special Use Exception/Appeal Requested:

1. Uniqueness of the 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 the 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.
 - 1-11 The uniquely narrow dimensions of this lot create a challenge placing the manufactured home and maintaining minimum separation between homes and accessory structures. This lot was laid out with others in the community in the 1950's and 1960's prior to the current county requirements for separation distances. The lots sizes are small in comparison with the size of the modern manufactured home. I have selected a standard size floorplan for this home that is comparable to other new homes in the community, but I am still unable to place on the lot with the required setbacks. The narrow shape of the lot and the previous build out of the surrounding adjacent lots makes it difficult to place a new manufactured home on the property consistent with others in the neighborhood while maintaining compliance with Sussex County's current Zoning Code. The newly proposed replacement dwelling is slightly longer than the prior home but is much narrower than the previously approved unit which had a large, enclosed room added onto it.
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.
 - 1-11: Due to the uniqueness of the property, the property cannot be developed in strict conformity with the Sussex County Zoning Code. I propose to place a normal width sized manufactured home that is consistent with other new homes in the community and a standard size shed that is consistent with other new homes in the community but am unable to do so without violating the separation distance requirements between neighboring manufactured homes and accessory structures (ie, sheds). The variances are necessary to enable reasonable use of the property, without said variance the property cannot be developed. Because the surrounding homes are within the lot setbacks, this request is for minimal accommodation. And, much less than previously approved by the board.
3. Not created by the applicant:
 - That such exceptional practical difficulty has not been created by the appellant.
 - 1-11: The exceptional practical difficulty was not created by the applicant. The property is quite narrow which greatly limits the buildable area thereof. The neighboring lots are also narrow causing development of nearby lots to be nearer to lot lines/neighboring homes. It appears

impossible for a home to be placed on the property without violating the separation distance requirements. The exceptional practical difficulty was created by the unique conditions of the property and the development of adjacent lots. In viewing the proposed survey, you will notice that the need for variance is reduced from the prior foot print and you will notice that the separation distances between the primary structures are much larger and very reasonable given the narrowness of the lots.

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.
- 1-11: The variances will not alter the essential character of the neighborhood nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare thereof. I am seeking this variance to add to the conformity to the community & to modernize the homes within the community which will subsequently add value and improve the characteristics of the community/neighborhood. The home that was previously on the lot was surrendered to the community after years of disrepair.

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.
- 1-11: The variances sought are the minimum variances necessary to afford relief and the variances requested represent the least modifications possible of the regulations at issue. The home that was previously existing and abandoned in place much larger than its newer counterpart; however, the existing home cannot be rehabilitated without substantial expense. In order to maintain prior usage of the land these variances are necessary so that a new home can be placed on the lot.

Layers

Search

Basemaps

Select Area

Eagleview

Print

19942

19946

19950

19955

19951

19947

19943

19939

19935

19933

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19969

19973

19977

19981

19985

19994

19988

19986

19980

19976

20050

20056

20060

20064

SEA AIR AV

CENTER AV

TANGLEWOOD AV

ATLANTIC AV

0 20 40ft

County of Sussex, DE, Delaware FirstMap, VITA, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | Esri

POWERED BY

esri

Eagleview

Search Results

Selected Features:

Parcels (383)

▶ 41) 334-13.00-310.00-21298

▶ 42) 334-13.00-310.00-21589

▶ 43) 334-13.00-310.00-21762

▶ 44) 334-13.00-310.00-21827

▼ 45) 334-13.00-310.00-22637

BOOK

0

PAGE

0

FULLNAME

CORCORAN MARY A

Second_Owner_Name

MAILINGADDRESS

1980 CENTER AVE

CITY

REHOBOTH BEACH

STATE

DE

a_account

10-10-310-C86

DESCRIPTION

SEA AIR

DESCRIPTION2

IMP ON LOT C86

DESCRIPTION3

LUC

104

SCHOOL

6

MUNI

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CAP

1

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⏭

▶

Selected Features (41 - 45 of 383)

Clear Selected

Layers

Search

Basemaps

Select Area

Eagleview

Print

Eagleview

Search Results

Selected Features:

Parcels (383)

▶ 41) 334-13.00-310.00-21298

▶ 42) 334-13.00-310.00-21589

▶ 43) 334-13.00-310.00-21762

▶ 44) 334-13.00-310.00-21827

▼ 45) 334-13.00-310.00-22637

BOOK	0
PAGE	0
FULLNAME	CORCORAN MARY A
Second_Owner_Name	
MAILINGADDRESS	19980 CENTER AVE
CITY	REHOBOTH BEACH
STATE	DE
a_account	10-10-310-C86
DESCRIPTION	SEA AIR
DESCRIPTION2	IMP ON LOT C86
DESCRIPTION3	
LUC	104
SCHOOL	6
MUNI	00
CAP	1

◀

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⏭

▶

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Selected Features (41 - 45 of 383)

Clear Selected



**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 # 13129
Hearing Date 11-3-25
202512465

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:

19923 SEA AIR AVE REHOBOTH DE 19971

Variance/Special Use Exception/Appeal Requested:

separation distance for shed and proposed screen porch.

Tax Map #: 334-13.00-310.00-3262

Property Zoning: AR-1

Applicant Information

Applicant Name:

ROSE MARIE SAGGIONE

Applicant Address:

19923 SEA AIR AVE

City

REHOBOTH

State

DE

Zip:

19971

Applicant Phone #:

302-260-2624

Applicant e-mail:

RMJC525@AOL.COM

Owner Information

Owner Name:

SAME AS ABOVE

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

Rose Marie Saggione

Date:

9/15/25



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: The lots are narrow with small spaces around & between homes

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: A variance would be necessary to build new porch
Physical circumstances and/or conditions - no possibility that property can be developed

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

4. Will not alter the essential character of the neighborhood: That exceptional practical difficulty ^{has not been} not created

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.

Will not alter the character of the neighborhood in which the property is located

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.

that if authorized, will represent the minimum variance

Sussex County, DE - BOA Application

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.

No

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)

No

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: _____

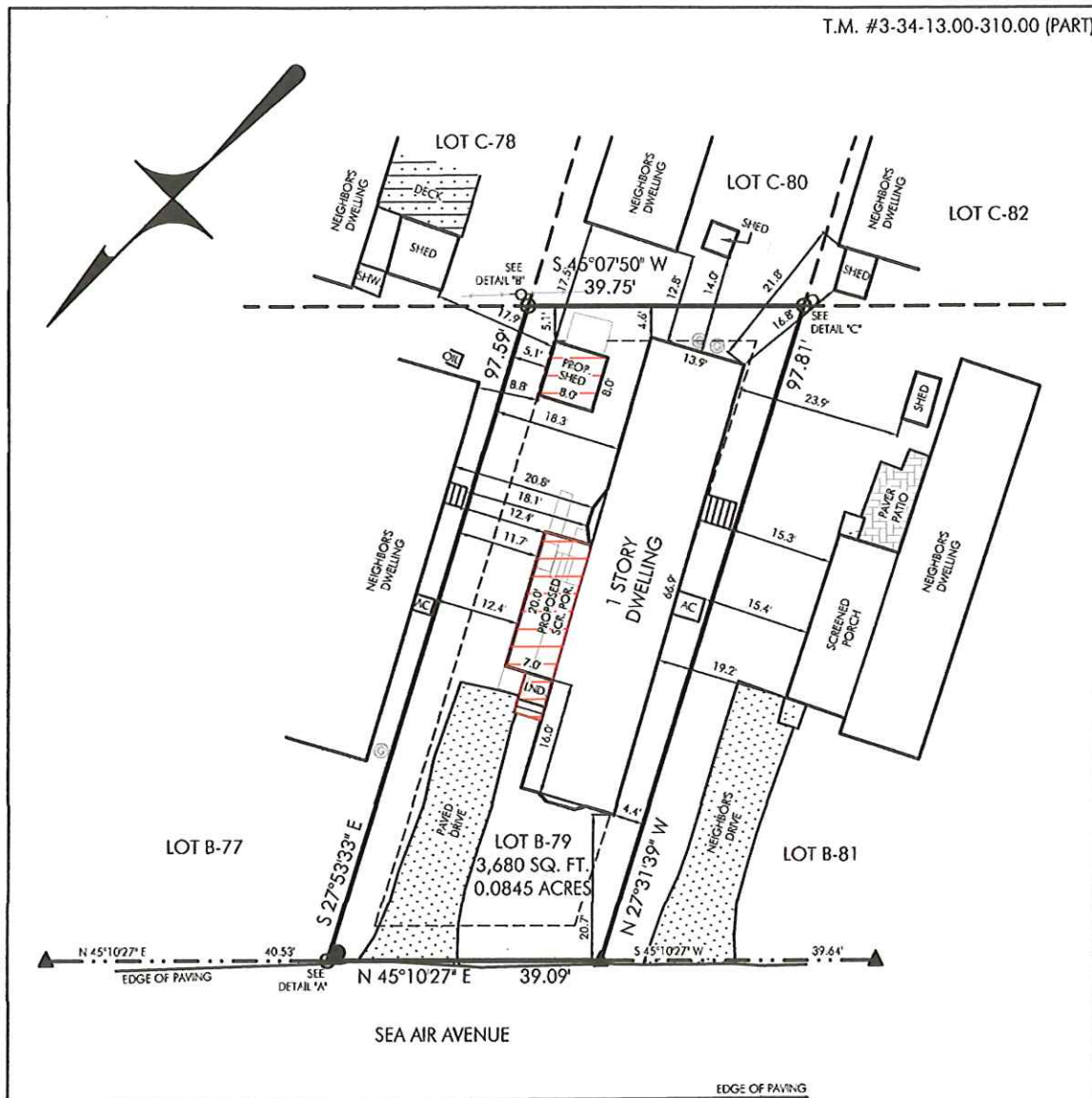
Subdivision: _____

Lot#: _____ Block#: _____

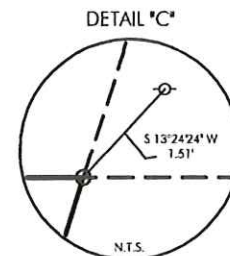
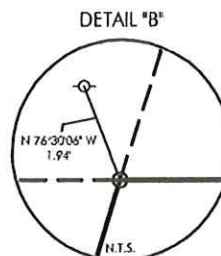
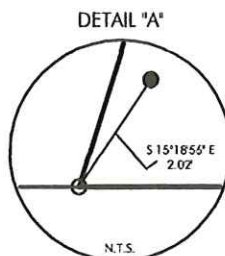
Date of Hearing: _____

Decision of Board: _____

T.M. #3-34-13.00-310.00 (PART)



PROPOSED LOT COVERAGE:
 TOTAL COVERAGE: 1,604 SQ. FT. (43.6%)
 NATURAL AREA: 2,076 SQ. FT. (56.4%)

**LEGEND:**

- ▲ IRON ROD (FOUND)
- IRON PIPE (FOUND)
- POINT
- UTILITY POLE

NOTES:
 *DRAWING REVISED ON 9/11/2025 TO SHOW PROPOSED ADDITION.
 ALL SETBACKS MUST BE VERIFIED BY THE OWNER, GENERAL CONTRACTOR AND/OR THE DESIGNER. PLEASE CONTACT SUSSEX COUNTY (302-855-7720) AND THE PARK MANAGER.
 THIS DRAWING DOES NOT VERIFY THE EXISTENCE OR NON-EXISTENCE OF WETLANDS, UTILITIES, RIGHT-OF-WAYS OR EASEMENTS IN REFERENCE TO OR LOCATED ON THIS PROPERTY.
 NO TITLE SEARCH PROVIDED OR STIPULATED.
 SURVEY CLASS: SUBURBAN

**PROPOSED CONDITIONS SITE PLAN FOR
 1923 SEA AIR AVENUE**
 LOT B-79 OF "SEA AIR VILLAGE" PARK
 LEWES & REHOBOTH HUNDRED SUSSEX COUNTY
 STATE OF DELAWARE
 SEPTEMBER 4, 2025* SCALE: 1" = 20'

Prepared by:

FORESIGHTServices

Surveying & Precision Measurement

302.226.2229 phone 302.226.2239 fax 7103A Coastal Highway Dewey Beach, DE 19971

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

09/15/2025 01:40PM Lindsey S
 Receipt number: 33030308-0071 001230237

PERMITS / INSPECTIONS
 2025 20251246512020 \$500.00

\$500.00

Subtotal \$500.00
 Total \$500.00

Tenders
 CHECK \$500.00
 Check Number 3264

Change due \$0.00

Paid by: ROSE SAGGIONE

ROSE MARIE SAGGIONE TREASURER SUSSEX COUNTY DE 19947		3264
DATE 9/15/25		
PAID TO SUSSEX COUNTY		\$ 500.00
FIVE HUNDRED AND 00/100		
POST MARK		
SUSSEX COUNTY		

Thank you for your payment.

CUSTOMER COPY

Eagleview

Search Results

Selected Features:

Parcels (383)

▶ 151) 334-13.00-310.00-3251

Zoom

▶ 152) 334-13.00-310.00-3252

Zoom

▶ 153) 334-13.00-310.00-3257

Zoom

▼ 154) 334-13.00-310.00-3262

Zoom

BOOK	0
PAGE	0
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Second_Owner_Name	
MAILINGADDRESS	19923 SEA AIR AVE
CITY	REHOBOTH BEACH
STATE	DE
a_account	10-10-310-B79
DESCRIPTION	SEA AIR
DESCRIPTION2	IMP ON LOT B79
DESCRIPTION3	
LUC	104
SCHOOL	6
MUNI	00
CAP	0

▶ 155) 334-13.00-310.00-3263

Zoom

Selected Features (151 - 155 of 383)

Clear Selected

Eagleview
Search Results
✕

Layers

Search

Basemaps

Select Area

Eagleview

Print

Selected Features:

Parcels (383)

▶ 151) 334-13.00-310.00-3251 [Zoom](#)

▶ 152) 334-13.00-310.00-3252 [Zoom](#)

▶ 153) 334-13.00-310.00-3257 [Zoom](#)

▼ 154) 334-13.00-310.00-3262 [Zoom](#)

BOOK	0
PAGE	0
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Second_Owner_Name	
MAILINGADDRESS	19923 SEA AIR AVE
CITY	REHOBOTH BEACH
STATE	DE
a_account	10-10-310-B79
DESCRIPTION	SEA AIR
DESCRIPTION2	IMP ON LOT B79
DESCRIPTION3	
LUC	104
SCHOOL	6
MUNI	00
CAP	0

▶ 155) 334-13.00-310.00-3263 [Zoom](#)

[⏮](#)
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[⬆](#)
[⬇](#)
[⏩](#)
[⏭](#)

Selected Features (151 - 155 of 383)

Clear Selected

Sussex County Government | DNREC, Division of Watershed Stewardship, Drainage Program, john.inkster@...

POWERED BY



Search

Search by SUSSEXPARCELS

334-13.00-310.00

Search results (1) Options

334-13.00-310.00

Workspaces



© 2025 Eagleview



EXTERIOR IMPROVEMENT REQUEST

Rose Saggione
RESIDENT NAME
1923 Sea Air Ave
ADDRESS
302-260-2624
TELEPHONE NUMBER

Sea Air Village
COMMUNITY NAME
9-24-25
DATE OF REQUEST
1 year
PROPOSED COMPLETION DATE

The above named Resident requests approval to build, add-on, or otherwise alter his/her manufactured home, its associated structures, or site. Approval by the Community Management does not waive Resident's responsibility to secure any and all permits required by the governing municipality whose name and telephone number is:

Sussex County 302-855-7720

Description of Alteration: 20' L x 7' Room Addition w/ wall to wall windows, sided to match home, shingled roof, white vinyl skirting, stairs to have handrails on all exposed sides + to be skirting (white vinyl).

8x8 Barnshed - full painted to match home, shingled roof

See Attached drawings. pending County Approval.

☒ Upon review of the above request, we find it is within our guidelines.
Resident will obtain any and all permits necessary to construct improvement.
If Resident hires an independent contractor, it is recommended that they be licensed and insured.

☐ Upon review of the above request, we find it is not within our guidelines.

James Benet
DISTRICT MANAGER/COMMUNITY MANAGER

9-24-25
DATE

USE SPACE BELOW TO SKETCH THE ALTERATIONS AND LOCATION ON YOUR HOME SITE.
(ATTACH SEPARATE SHEET IF NECESSARY)

FOLLOW-UP INSPECTION

Management reserves the right to inspect the alterations described above upon completion.

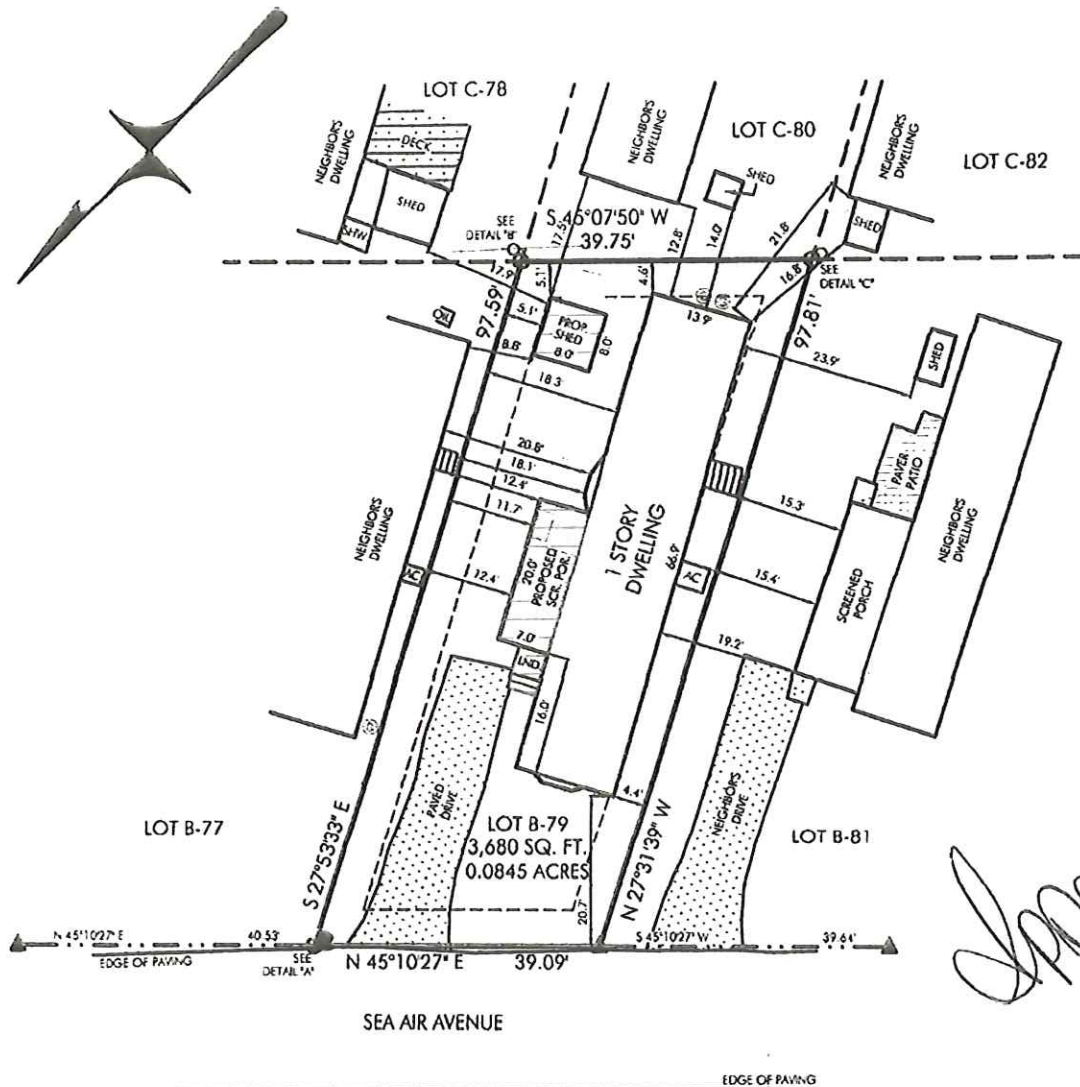
DISTRICT MANAGER/COMMUNITY MANAGER

DATE

WHITE - Community Files YELLOW - Resident

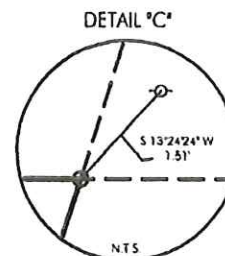
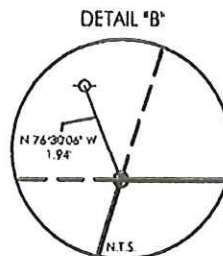
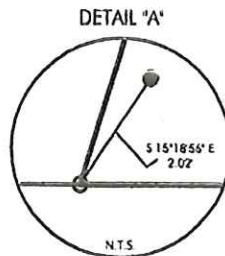
S12 EIR 2003

T.M. #3-34-13.00-310.00 (PART)



Approved
[Signature]

PROPOSED LOT COVERAGE:
 TOTAL COVERAGE: 1,604 SQ. FT. (43.6%)
 NATURAL AREA: 2,076 SQ. FT. (56.4%)

**LEGEND:**

- ▲ IRON ROD (FOUND)
- IRON PIPE (FOUND)
- POINT
- ⊙ UTILITY POLE

NOTES:

*DRAWING REVISED ON 9/11/2025 TO SHOW PROPOSED ADDITION.
 ALL SETBACKS MUST BE VERIFIED BY THE OWNER, GENERAL CONTRACTOR AND/OR THE DESIGNER. PLEASE CONTACT SUSSEX COUNTY (302-855-7720) AND THE PARK MANAGER.
 THIS DRAWING DOES NOT VERIFY THE EXISTENCE OR NON-EXISTENCE OF WETLANDS, UTILITIES, RIGHT-OF-WAYS OR EASEMENTS IN REFERENCE TO OR LOCATED ON THIS PROPERTY.
 NO TITLE SEARCH PROVIDED OR STIPULATED.
 SURVEY CLASS: SUBURBAN

PROPOSED CONDITIONS SITE PLAN FOR 19923 SEA AIR AVENUE

LOT B-79 OF "SEA AIR VILLAGE" PARK
 LEWES & REHOBOTH HUNDRED SUSSEX COUNTY
 STATE OF DELAWARE

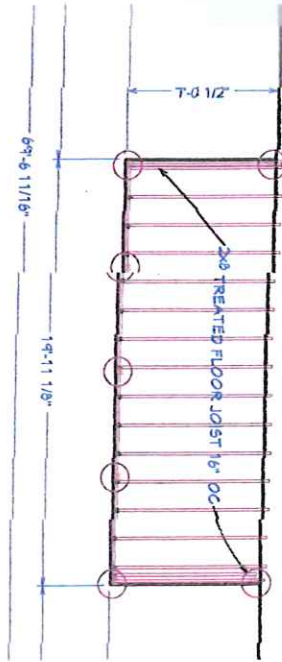
SEPTEMBER 4, 2025* SCALE: 1" = 20'

Prepared by:

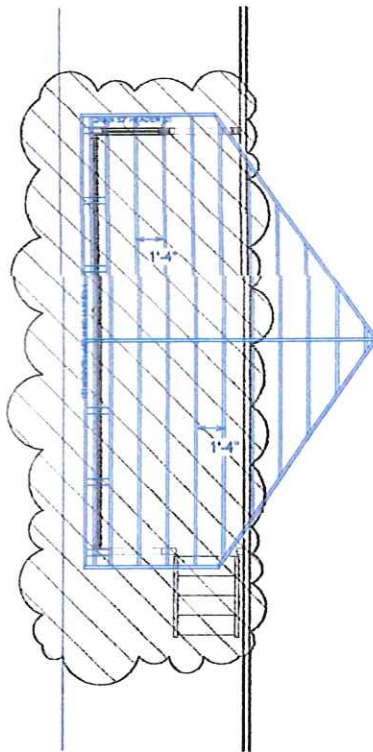
FORESIGHTServices

Surveying & Precision Measurement

302.226.2239 phone 302.226.2239 fax 2103A Coastal Highway Dewey Beach, DE 19971

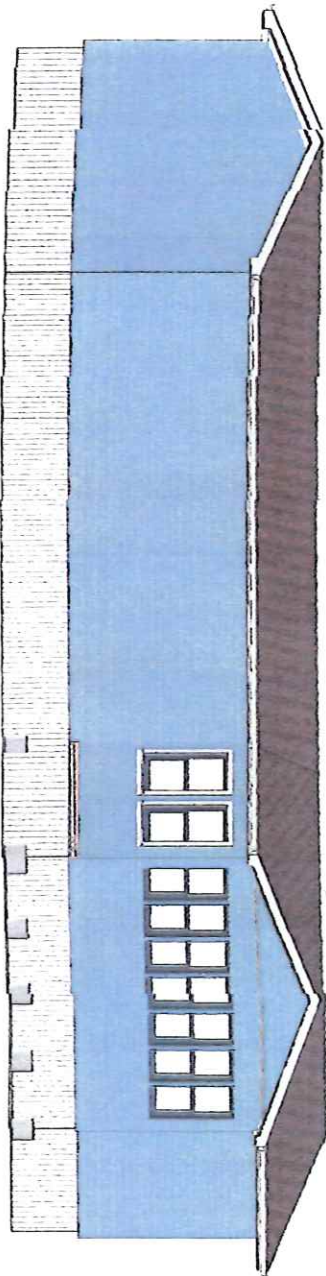


Framing, Floor Plan View



Framing, Roof Plan View

Camera 1



NO.	DESCRIPTION	BY	DATE

CLIENT:

PROJECT DESCRIPTION:

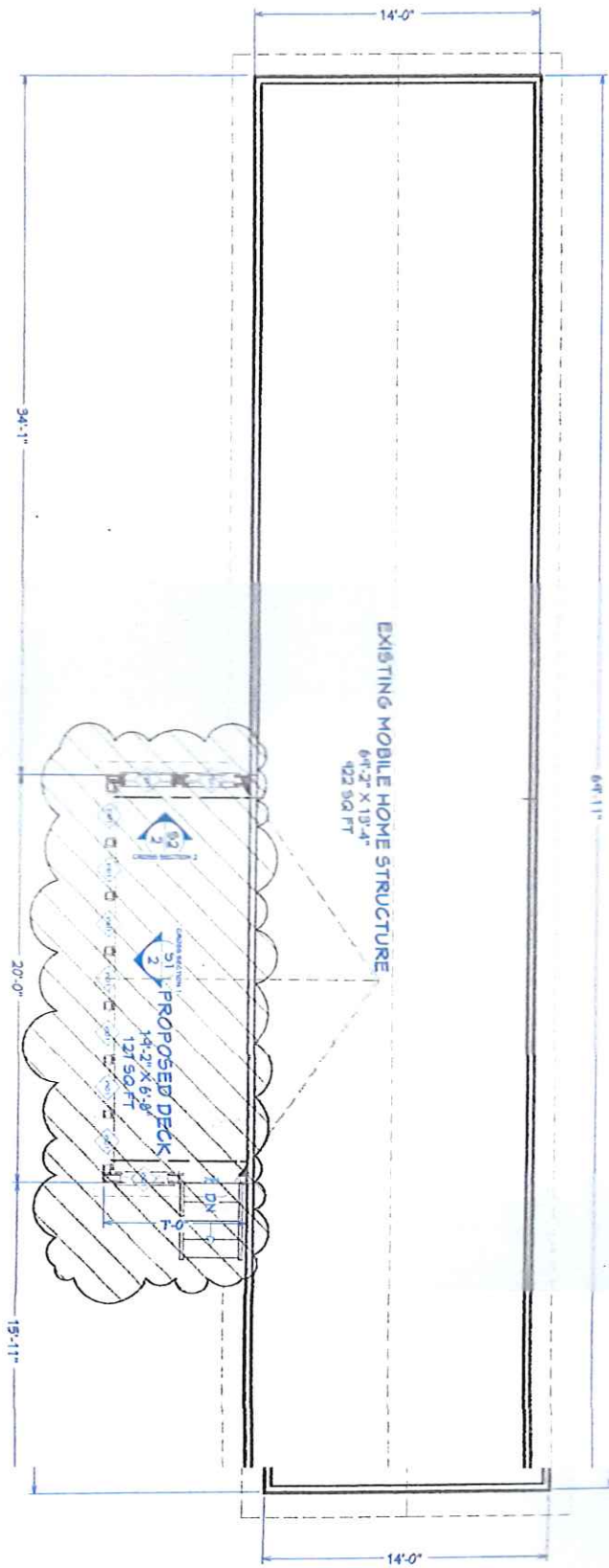
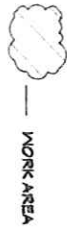
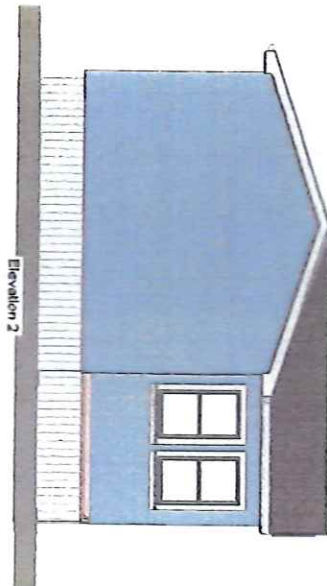
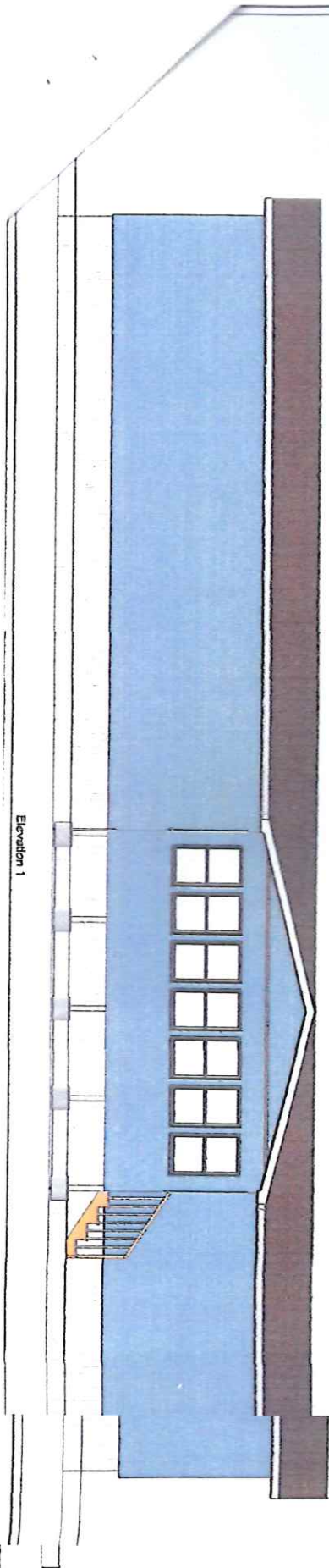
DRAWINGS PROVIDED BY:
FE
GLOBAL HOME IMPROVEMENT
231 OHIO AVENUE
SALISBURY MD 21801

DATE:
9/22/2025

SCALE:
1/4" = 1'

SHEET:

A-3



A-1

SHEET:

1/4" = 1'

SCALE:

9/22/2025

DATE:

DRAWINGS PROVIDED BY:
FE
GLOBAL HOME IMPROVEMENT
231 OHIO AVENUE
SALISBURY MD 21801

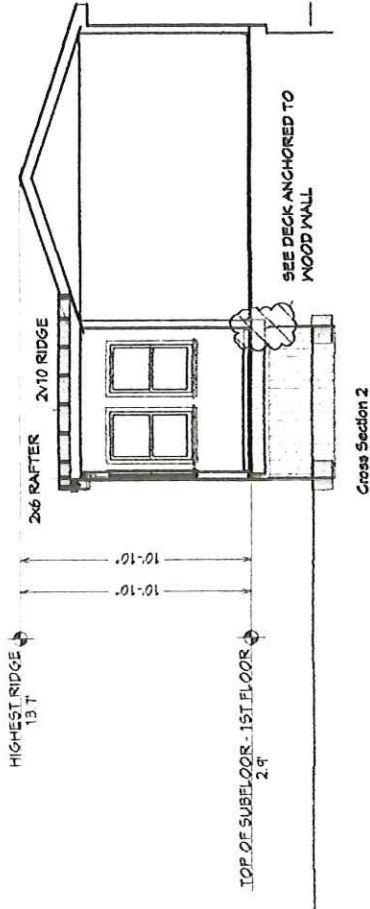
PROJECT DESCRIPTION

CLIENT:

NO.	DESCRIPTION	BY	DATE



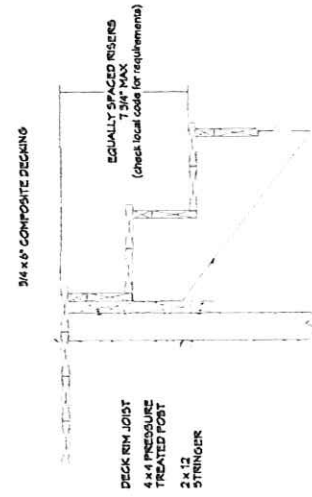
	NO.	DESCRIPTION	BY	DATE
CLIENT:				
PROJECT DESCRIPTION:				
DRAWINGS PROVIDED BY:				
BALISBURY MD 21801 GLOBAL HOME IMPROVEMENT 1331 OHIO AVENUE				
DATE:	9/22/2025	SCALE:	1/4" = 1'	SHEET:
				A-2



Cross Section 2

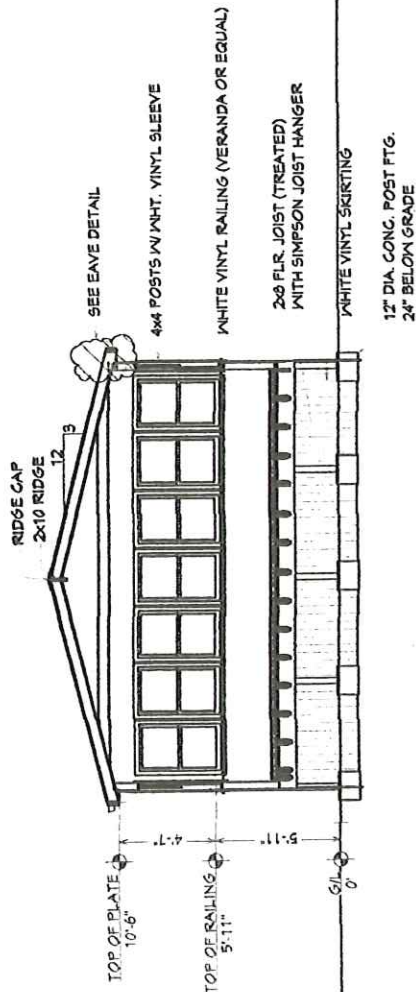
STAIR NOTES:

1. STAIRWAYS SHALL HAVE A MIN. WIDTH OF 36". HAND RAILS MAY ENCRDACH A MAX. OF 3 1/2" INTO THE REQUIRED WIDTH.
2. TREADS SHALL HAVE A MIN. WIDTH OF 10". STAIR TREADS MUST BE UNIFORM AND CAN NOT VARY FROM THE LARGEST TO THE SMALLEST BY MORE THAN 3/8".
3. STAIRWAYS SHALL HAVE AT LEAST ONE HANDRAIL LOCATED 36" ABOVE THE NOSING OF TREADS AND LANDINGS. THE HAND GRIP PORTION OF HANDRAILS SHALL NOT BE LESS THAN 1-1/2" OR GREATER THAN 2" IN CROSS-SECTIONAL DIMENSION.
4. HANDRAILS SHALL BE CONTINUOUS THE FULL LENGTH OF THE STAIRS. THE ENDS OF HANDRAILS SHALL RETURN TO WALL OR TERMINATE INTO A NEWEL POST OR SAFETY TERMINAL.
5. STAIRWAYS HAVING LESS THAN 2 RISERS DO NOT REQUIRE A HAND RAIL.
6. GUARDRAILS SHALL BE PROVIDED FOR AT PORCHES, DECKS, BALCONIES, STAIRWAYS AND LANDINGS WHERE THE ADJACENT SURFACE IS GREATER THAN 24" BELOW AND SHALL HAVE A 34" MIN. HEIGHT.
7. RAILING AND GUARDRAIL BALUSTER SPACING SHALL BE NO GREATER THAN 4".
8. THE TRIANGULAR OPENINGS FORMED BY THE RISER, TREAD, AND BOTTOM OF GUARDRAIL SHALL NOT ALLOW A 6" DIAMETER SPHERE TO PASS THROUGH.

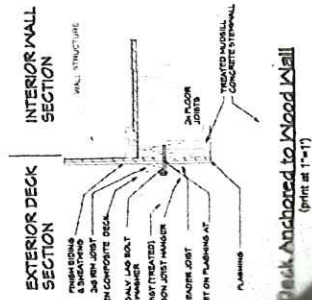


Exterior Wood Stair
(print at 1"=1')

WINDOW SCHEDULE				
3D EXTERIOR ELEVATION NUMBER	WINDOW LABEL	QTY	FLOOR/SIZE	DESCRIPTION
W01	2440DH	10	1	2440DH 29"x64"
				DOUBLE HUNG 27"x57"x32" (2)



Cross Section 1



Deck Anchored to Wood Wall
(print at 1"=1')

Eave Detail
(print at 1"=1')

EXTERIOR IMPROVEMENT REQUEST

Rose Saggione
RESIDENT NAME
19923 Sea Air Ave
ADDRESS
302-260-21024
TELEPHONE NUMBER

Sea Air Village
COMMUNITY NAME
9-8-2025
DATE OF REQUEST
6 months
PROPOSED COMPLETION DATE

The above named Resident requests approval to build, add-on, or otherwise alter his/her manufactured home, its associated structures, or site. Approval by the Community Management does not waive Resident's responsibility to secure any and all permits required by the governing municipality whose name and telephone number is:

SUSSEX County 302-855-7720

Description of Alteration:

Lex B Barn Shed in Blue - T111 w/
Black Shingled Roof
*Same Size, Same Location as existing
Shed (Replacement only)

☒

Upon review of the above request, we find it is within our guidelines.

Resident will obtain any and all permits necessary to construct improvement.

If Resident hires an independent contractor, it is recommended that they be licensed and insured.

☐

Upon review of the above request, we find it is not within our guidelines.

Cherie Beuth
DISTRICT MANAGER/COMMUNITY MANAGER

9/8/2025
DATE

USE SPACE BELOW TO SKETCH THE ALTERATIONS AND LOCATION ON YOUR HOME SITE.
(ATTACH SEPARATE SHEET IF NECESSARY)

See Attached Survey showing current
Location.

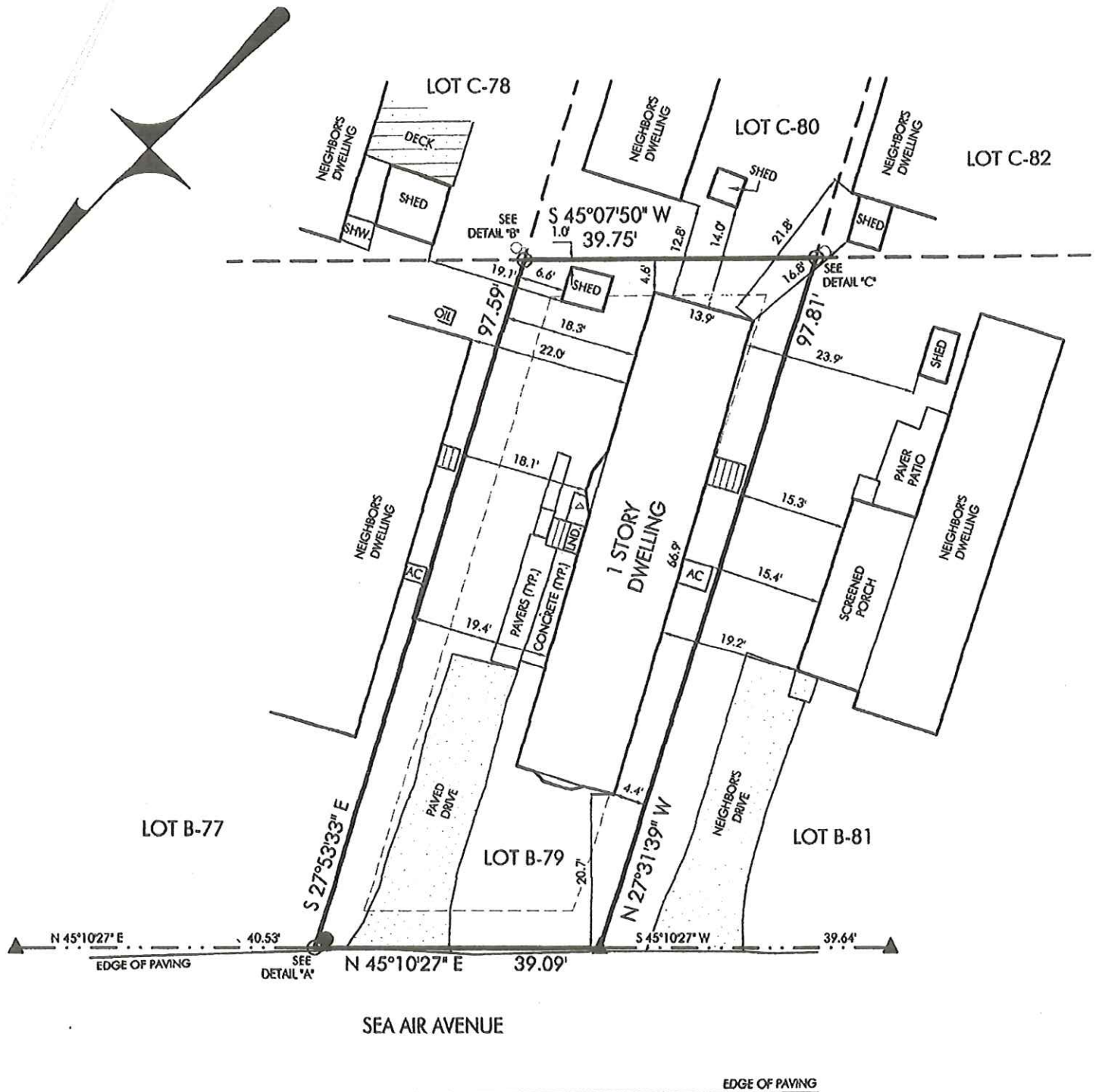
FOLLOW-UP INSPECTION

Management reserves the right to inspect the alterations described above upon completion.

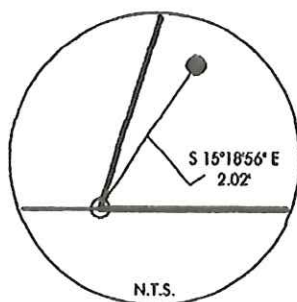
DISTRICT MANAGER/COMMUNITY MANAGER

DATE

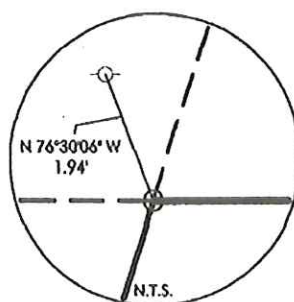
T.M. #3-34-13.00-310.00 (PART)



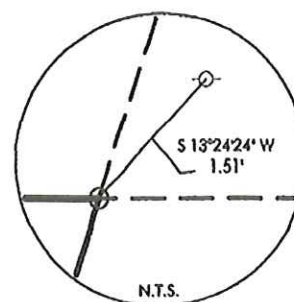
DETAIL "A"



DETAIL "B"



DETAIL "C"



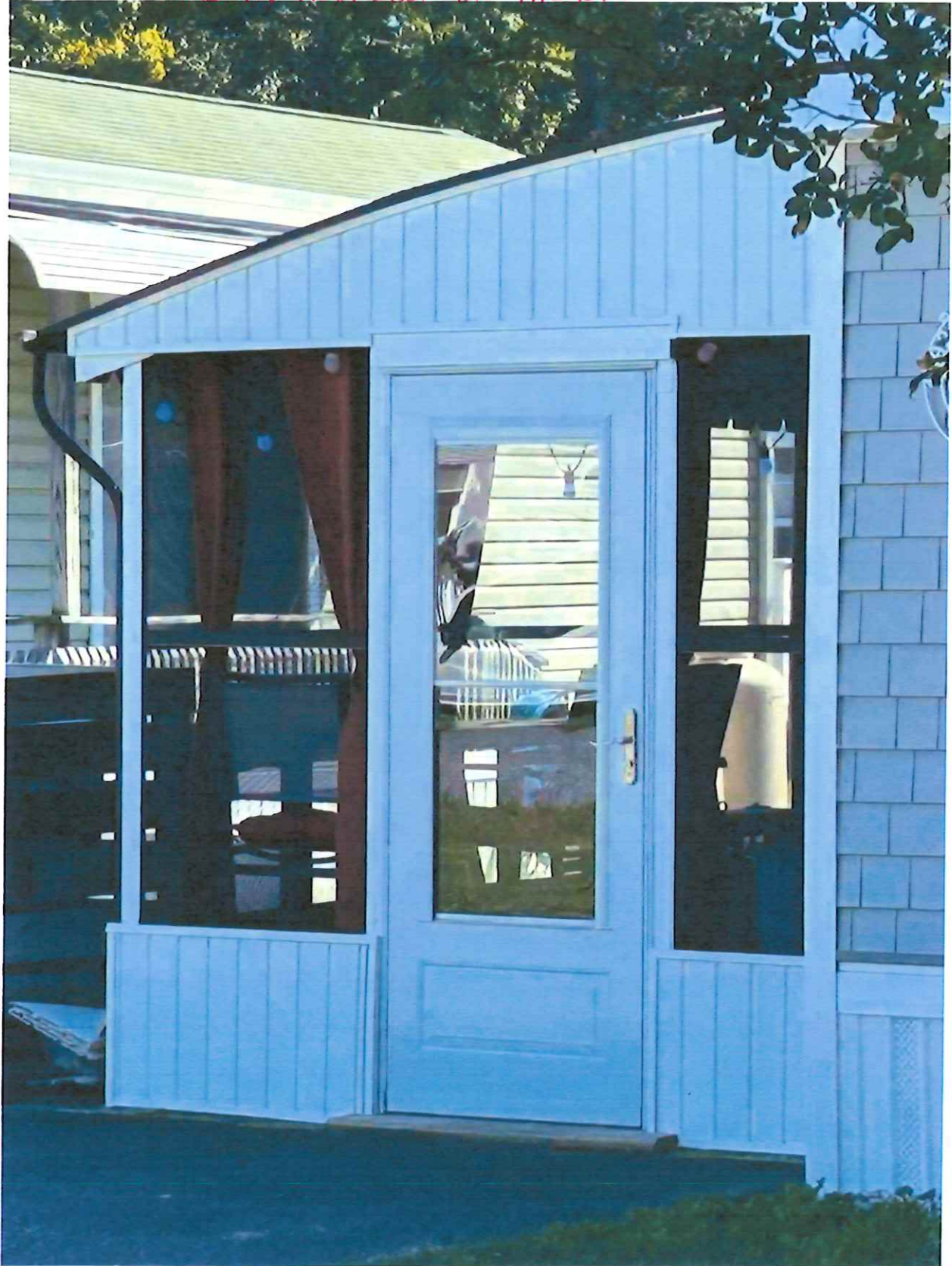
METAL SHED to be REPLACED



CASE # 13129 - ROSE MARIE SAGGIONE

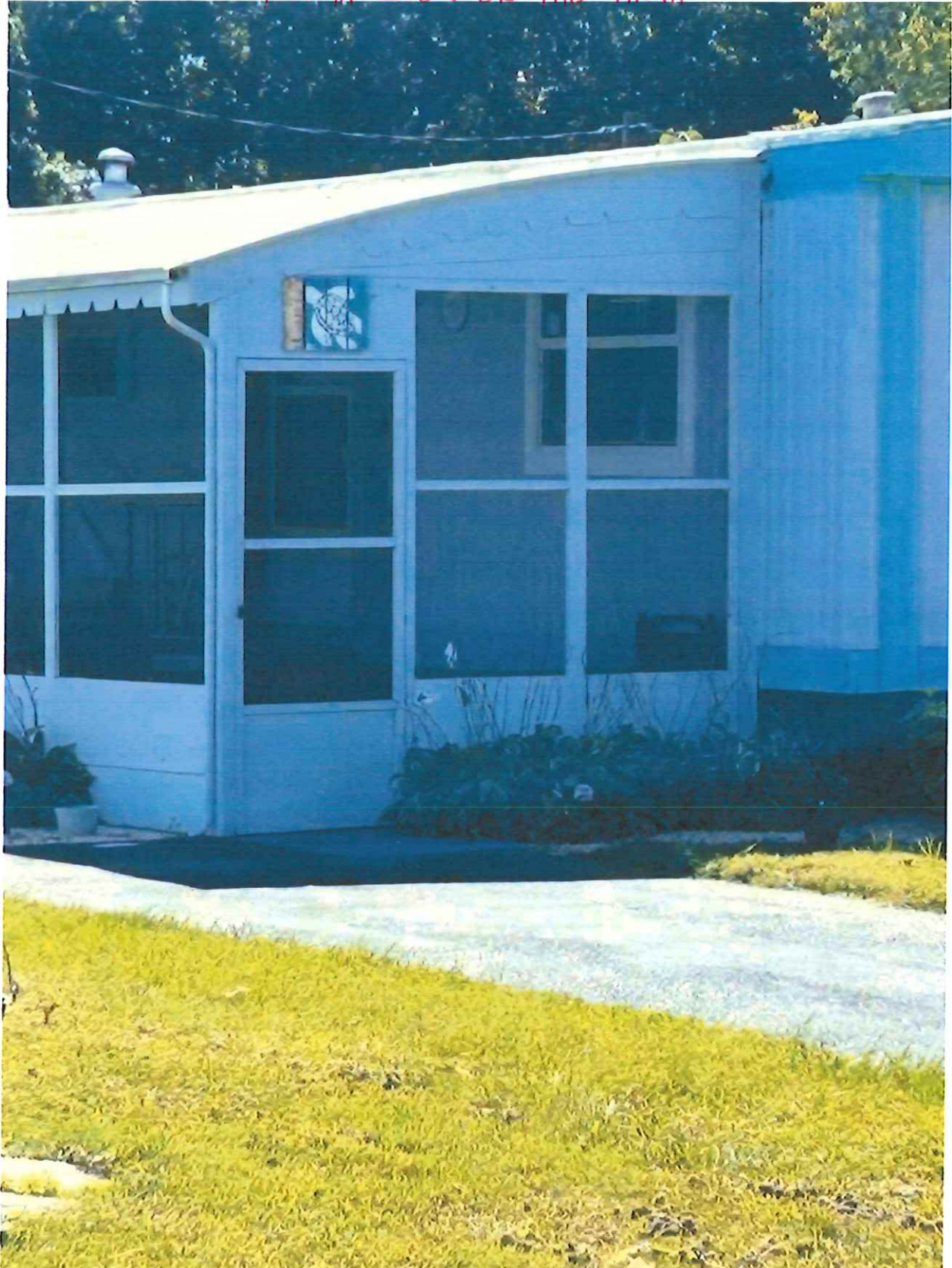


DIRECTLY NEXT DOOR ON THE LEFT



QASE # 13129 - ROSE MARIE SAGGIONE

DIRECTLY NEXT DOOR ON THE RIGHT



CASE #13129 - ROSE MARIE SAGGIONE

CASE # 13129 - ROSEMARIE SAGGIONE
HOME ON SEA AIR AVE WITH 3 SEASON ROOMS



CASE # 13129 ROSE MARIE SAGGIONE



CASE # 13129-ROSE MARIE SAGGIOLE



CASE # 13129- ROSE MARIE SAGGIONE



**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 # 13130
Hearing Date 11-3-25
202512466

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:

37100 Hudson Rd. Selbyville, DE 19975

Variance/Special Use Exception/Appeal Requested:

This 3-bedroom house, located on a 1.75 acre lot, was recently purchased. The new owners are expanding the square footage of the house by converting the current garage into indoor living space and adding a new 2-car attached garage. A variance authorization is being requested because the new garage will need to slightly surpass the current 15 foot setback indicated on the survey. Because of the uniquely angled house placement, there is a small portion that sticks out towards the back of the property. Please see attached documents for more details.

Tax Map #: 533-17.00-74.05

Property Zoning: R-Residential

Applicant Information

Applicant Name: Thomas Costello

Applicant Address: 22467 Ridgecrest Drive

City Milton **State** DE **Zip:** 19968

Applicant Phone #: 302-362-7574 **Applicant e-mail:** distinction.custom@gmail.com

Owner Information

Owner Name: Johanna Rodionova

Owner Address: 37100 Hudson Rd.

City Selbyville **State** DE **Zip:** 19975 **Purchase Date:** _____

Owner Phone #: 646-678-1097 **Owner e-mail:** penderapt@gmail.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



Date: Sep. 10. 2025

Sussex County, DE - BOA Application

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.

The uniquely angled placement of the house in addition to the slanted shape of the lot results in a narrowness towards the back of the house. This creates a unique situation in which the distance from the property line to the back of the house is slightly shorter than at the front of the house. If the house had been aligned with the property line, there wouldn't be a need for a variance request.

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 this misalignment between the house and the lot, the new garage addition cannot be developed in strict conformity to the current setback limits and requires a variance authorization in order to fit properly and to enable the reasonable use of the garage.

3. Not created by the applicant:

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

The house was built in 2004 with this misalignment and strange angles. The house appears to have been aligned with the road and not the property lines. The new owners requesting this variance purchased the house in that condition in 2023.

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 car garage addition will match the style of the current house and it does not change the character of the neighboring houses. This house sits on a 1.75 acre lot and is not part of an HOA community. Therefore, all the houses nearby are unique and not necessarily uniform, but they still coexist nicely.

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.

This change/variance request only affects a small part of the new garage. 98% of the garage falls within the allowable area. The request is for the small portion of the garage (represented by the

Sussex County, DE - BOA Application

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.

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)

Sussex County, DE - BOA Application

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: Sep. 10, 2025

For office use only:

Date Submitted: _____

Fee: _____ Check #: _____

Staff accepting application: _____ Application & Case #: _____

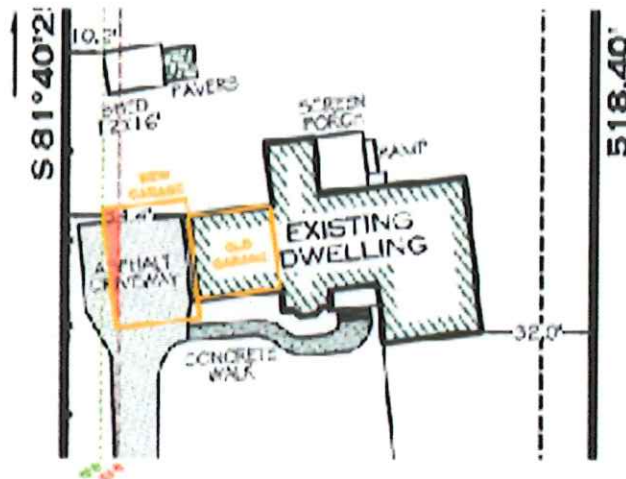
Location of property: _____

REQUEST FOR VARIANCE AUTHORIZATION

Property Address: 37100 Hudson Rd. Selbyville, DE 19975

Description:

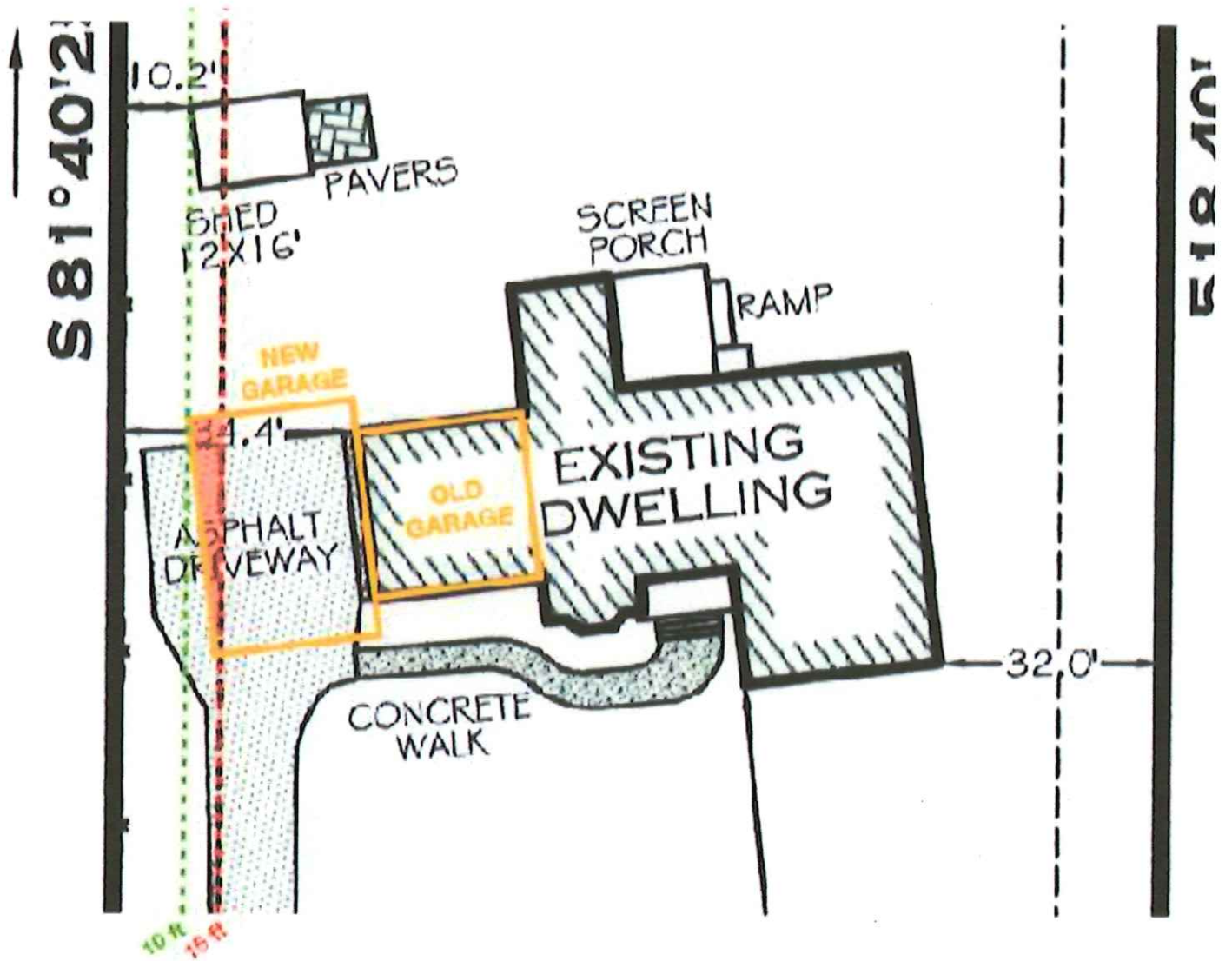
This 3-bedroom house, located on a 1.75 acre lot, was recently purchased on September, 2023. The new owners are expanding the square footage of the house by converting the current garage into indoor living space and adding a new 2-car attached garage. The purpose of this expansion is to be able to accommodate their multi-generational family and to add a much needed work-from-home office space. A variance authorization is being requested because the new 2-car garage will need to slightly surpass the current 15 foot setback indicated on the survey. Because of the uniquely angled house placement (see image below), there is a small portion (red shaded triangle) that sticks out towards the back of the property. If it wasn't because of this strange angle, the new garage would have fitted perfectly within the allowable limits. If authorized, the garage would still be a reasonable 10 feet away from the property line. The adjacent neighbor has also provided approval (see attached signed letter). The building permits for this expansion have already been obtained, but this small change request is needed to proceed with construction of the new garage.



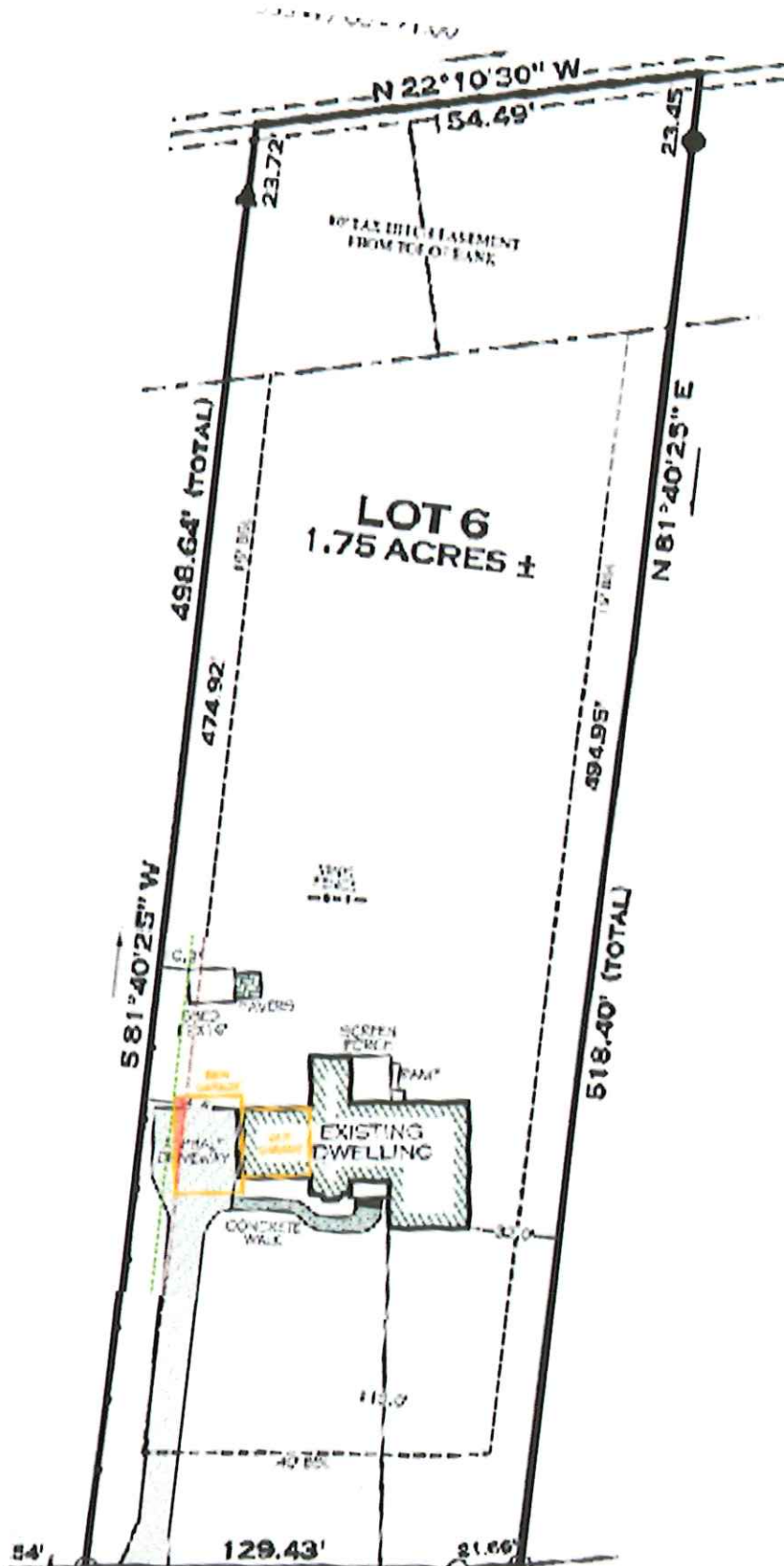
Criteria for Variance:

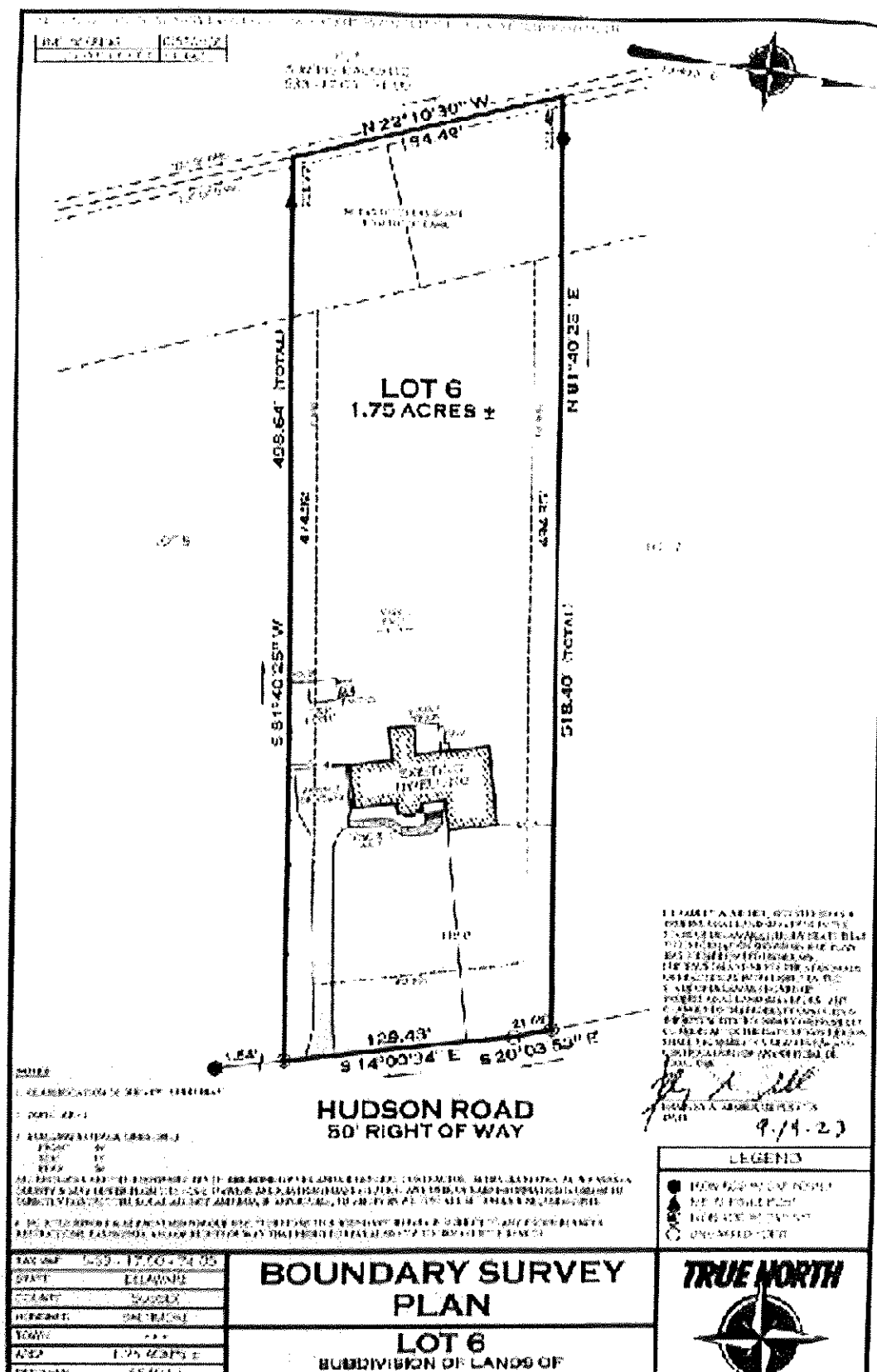
1. **Uniqueness of property:** The uniquely angled placement of the house in addition to the slanted shape of the lot results in a narrowness towards the back of the house. This creates a unique situation in which the distance from the property line to the back of the house is slightly smaller than at the front of the house. If the house had been aligned with the property line, there wouldn't be a need for a variance request because the new garage addition would have fitted perfectly within the current 15 foot setback.
2. **Cannot be otherwise developed:** Due to this misalignment between the house and the lot, the new garage addition cannot be developed in strict conformity to the current setback limits and requires a variance authorization in order to fit properly and to enable the reasonable use of the garage.
3. **Not created by the applicant:** The house was built in 2004 with this misalignment and strange angles. The house appears to have been aligned with the road and not the property lines. The new owners requesting this variance purchased the house in that condition in 2023.
4. **Will not alter the essential character of the neighborhood:** The car garage addition will match the style of the current house and it does not change the character of the neighboring houses. This house sits on a 1.75 acre lot and is not part of an HOA community. Therefore, all the houses nearby are unique and not necessarily uniform, but they still coexist nicely.
5. **Minimum variance:** This change/variance request only affects a small part of the new

Property Address: 37100 Hudson Rd. Selbyville, DE 19975



Property Address: 37100 Hudson Rd. Selbyville, DE 19975





9/15/25, 6:38 AM

Neighbor Letter.jpg

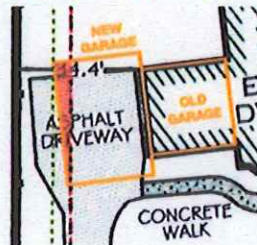
September 9, 2025
 Board of Adjustment
 Sussex County Planning & Zoning Department
 2 The Circle (P.O. Box 417)
 Georgetown, DE 19947

Dear Board Member,

This letter is in regards to the property located at 37100 Hudson Rd, Selbyville, DE 19975. The current owners are planing to add a new car garage on their land. However, because this structure slightly exceeds one of their setback lines, they are requesting the Board and their next door neighbors to review and approve.

Their current survey indicates the setback should be 15' from the property line. The new garage would need a couple of extra feet which bypasses that invisible line (see shaded triangle in the image below). After the construction is completed, there will still be about 10ft of clearance from the property line to their new garage, which is acceptable and reasonable.

No closer then 10ft from property line



I own the house next door at 37104 Hudson Rd and was asked to review these building plans. Please accept this letter as my formal approval.

Sincerely yours,

Signature: Shirley M. DeVall Date: 9/11/25

Print Name: Shirley M. DeVall

Address: 37104 Hudson Rd, Selbyville, DE 19975

I AM not a member of HOA 15.M.D.

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

09/15/2025 01:37PM Megan D.
 Receipt number: 33030304-0100 001230230

PERMITS / INSPECTIONS
 2025 202512466|2020 \$500.00

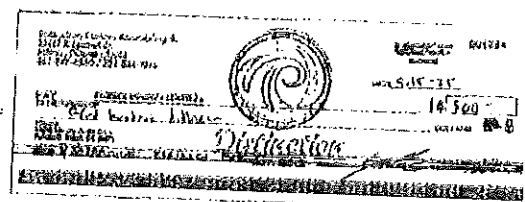
\$500.00

Subtotal \$500.00
 Total \$500.00

Tenders
 CHECK \$500.00
 Check Number 004564

Change due \$0.00

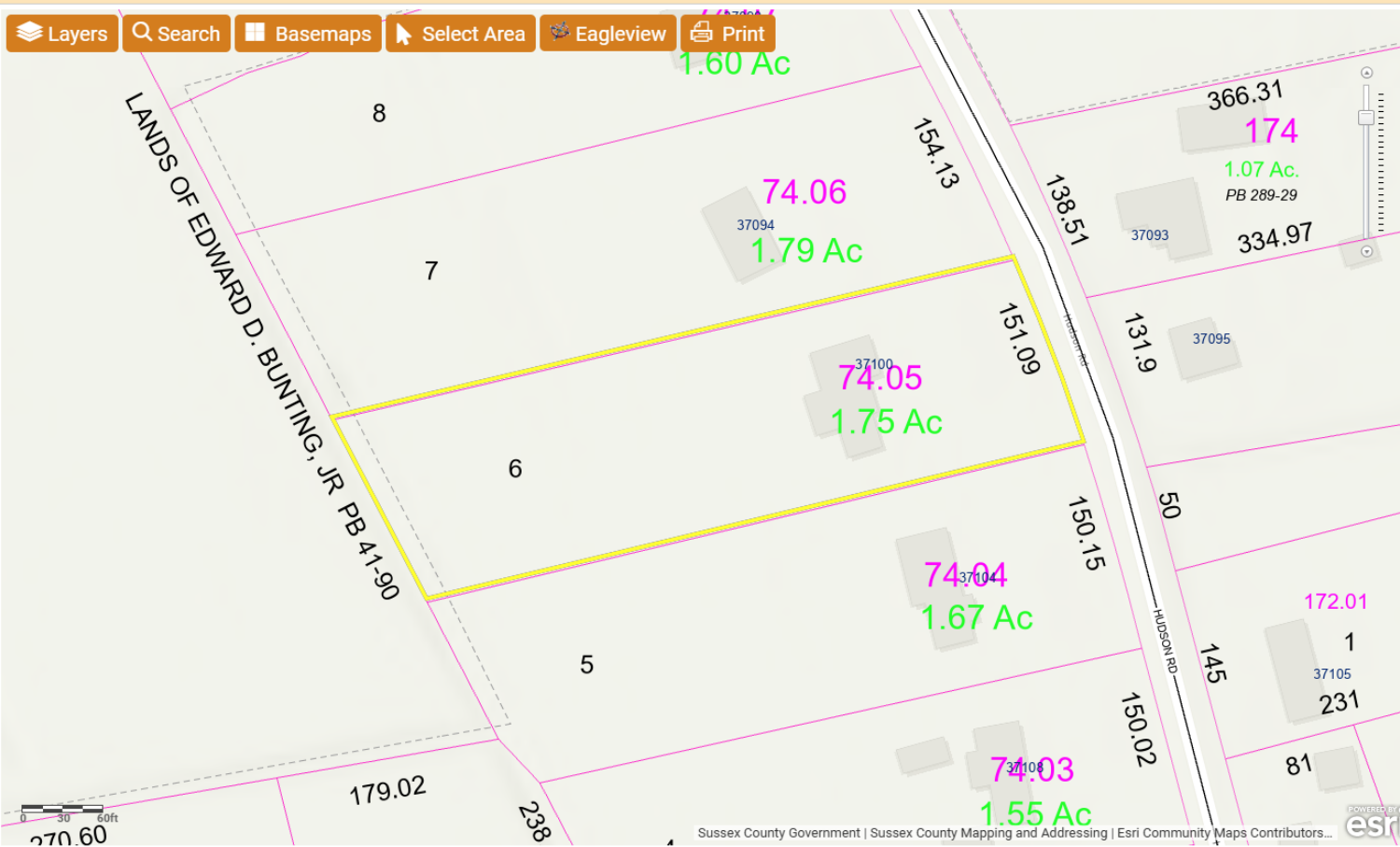
Paid by: DISTINCTION CUSTOM REMODELING



Thank you for your payment.

CUSTOMER COPY

Layers Search Basemaps Select Area Eagleview Print



Eagleview Search Results

Selected Features: Parcels (1)

1) 533-17.00-74.05 Zoom

BOOK	5981
PAGE	142
FULLNAME	RODIONOVA JOHANNA
Second_Owner_Name	PAVEL RODIONOV
MAILINGADDRESS	37100 HUDSON RD
CITY	SELBYVILLE
STATE	DE
a_account	
DESCRIPTION	RD 387
DESCRIPTION2	LOT 6
DESCRIPTION3	
LUC	101
SCHOOL	1
MUNI	00
CAP	2
APRBLDG	383100
APRLAND	106900
PINWASSEMENTUNIT	533-17.00-74.05
PIN	533-17.00-74.05

Selected Features (1)

Clear Selected

[Layers](#)
[Search](#)
[Basemaps](#)
[Select Area](#)
[Eagleview](#)
[Print](#)



Eagleview Search Results

Selected Features: Parcels (1)

▼ 1) 533-17.00-74.05 Zoom

BOOK	5981
PAGE	142
FULLNAME	RODIONOVA JOHANNA
Second_Owner_Name	PAVEL RODIONOV
MAILINGADDRESS	37100 HUDSON RD
CITY	SELBYVILLE
STATE	DE
a_account	
DESCRIPTION	RD 387
DESCRIPTION2	LOT 6
DESCRIPTION3	
LUC	101
SCHOOL	1
MUNI	00
CAP	2
APRBLDG	383100
APRLAND	106900
PINWASSEMENTUNIT	533-17.00-74.05
PIN	533-17.00-74.05

[Previous](#)
[First](#)
[Up](#)
[Down](#)
[Next](#)
[Last](#)

Selected Features (1)

[Clear Selected](#)

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 # 13131
Hearing Date 11-3-2025
202512495

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:

38288 London Ave, Selbyville DE 19975

Variance/Special Use Exception/Appeal Requested:

Reduction of rear building restriction line from 20 feet to 4 feet.

Tax Map #: 533-18.00-61.01

Property Zoning: AR-1

Applicant Information

Applicant Name: Rick Tucker

Applicant Address: 38292 London Ave

City Selbyville

State DE

Zip: 19975

Applicant Phone #: (302) 519-2553 Applicant e-mail: ricktucker80@yahoo.com

Owner Information

Owner Name: Rt 54 Hook & Slice Golf Driving Range, Inc.

Owner Address: 38292 London Ave

City Selbyville

State DE

Zip: 19975

Purchase Date: 5/18/96

Owner Phone #: (302) 519-2553 Owner e-mail: ricktucker80@yahoo.com

Agent/Attorney Information

Agent/Attorney Name: _____

Agent/Attorney Address: _____

City _____

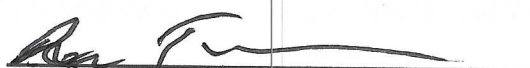
State _____

Zip: _____

Agent/Attorney Phone #: _____

Agent/Attorney e-mail: _____

Signature of Owner/Agent/Attorney



Date: 9-15-25



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.

The property is unusually shallow, creating a unique physical circumstance that prevents the construction of the final building. This limitation is not due to conditions generally applicable in the district, but specifically results from the sale of the rear portion of the lot to Sussex County on January 13, 2022. That sale reduced the available depth of the property, leaving it insufficient to accommodate the required building setbacks

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.

Because the property is now too shallow following the sale of the rear lot to Sussex County on January 13, 2022, it cannot be developed in strict conformity with the Zoning Code. The reduced depth eliminates the ability to construct the final building within the required dimensional standards. A variance is therefore necessary to permit reasonable use of the property and to allow for development that is consistent with its intended purpose

3. Not created by the applicant:

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

The exceptional practical difficulty was not created by the appellant. The condition arose from the sale of the rear portion of the property to Sussex County on January 13, 2022, which resulted in the lot becoming too shallow to allow construction of the final building in compliance with the Zoning Code.

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 requested variance, if authorized, will not alter the essential character of the neighborhood or district. The surrounding properties include county-owned agricultural land to the east, a storage facility to the west, and the newly expanded Sussex County lot to the rear, which is designated for stormwater management and afforestation. The variance lot itself is currently in commercial use, and the proposed variance will allow for its continued reasonable development consistent with that use

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 building has already been shifted as far north as possible in order to connect to existing water and sewer infrastructure while still maintaining compliance with Fire Marshal requirements. No further reduction in setback or adjustment of building placement is possible without creating conflicts with safety or utility access. Therefore, the requested variance is the least modification necessary to address the practical difficulty while ensuring compliance with all other applicable regulations

Sussex County, DE - BOA Application

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.

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: 9-15-25

For office use only:

Date Submitted: _____

Fee: _____ Check #: _____

Staff accepting application: _____

Application & Case #: _____

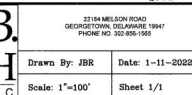
Location of property: _____

Subdivision: _____

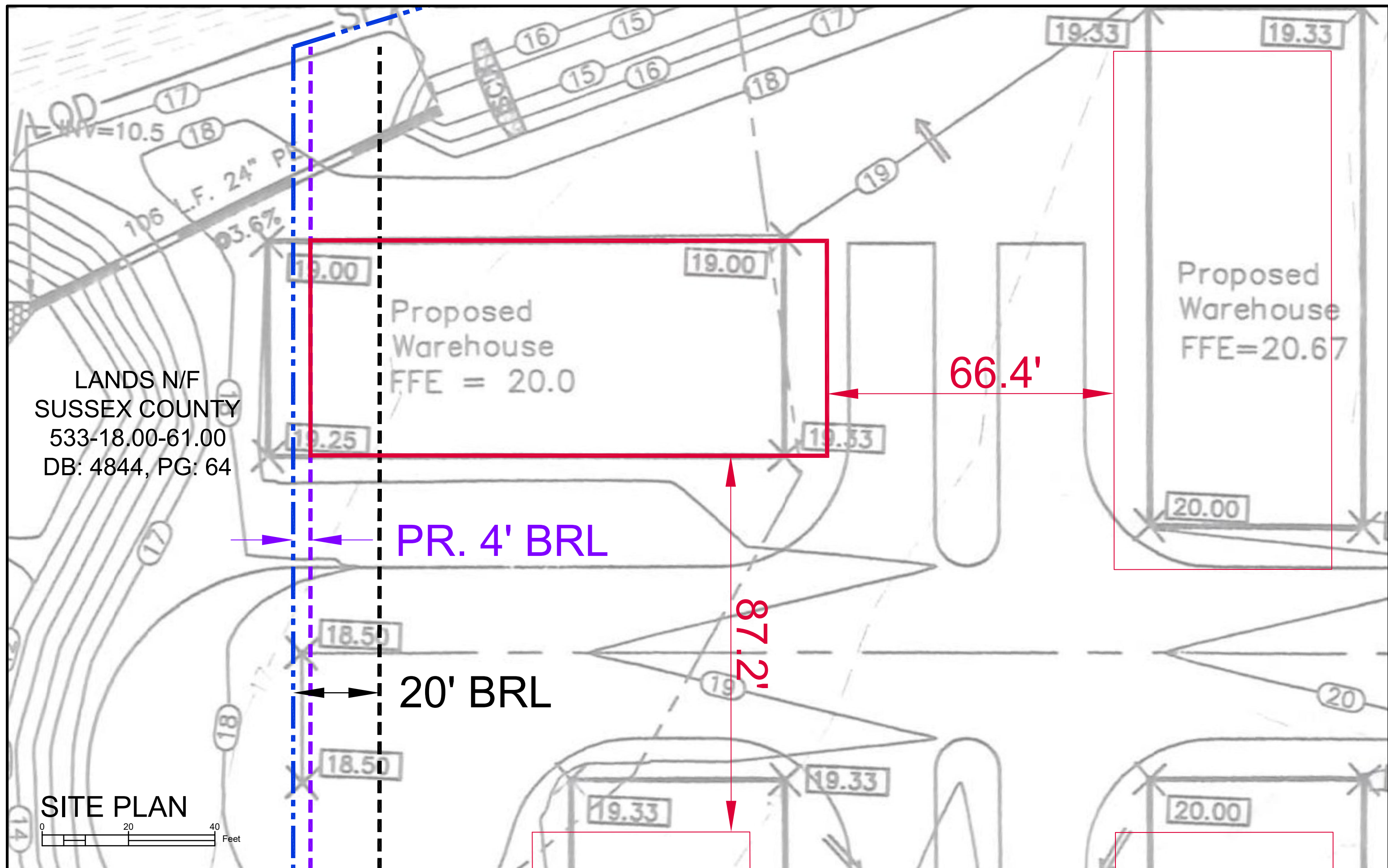
Lot#: _____ Block#: _____

Date of Hearing: _____

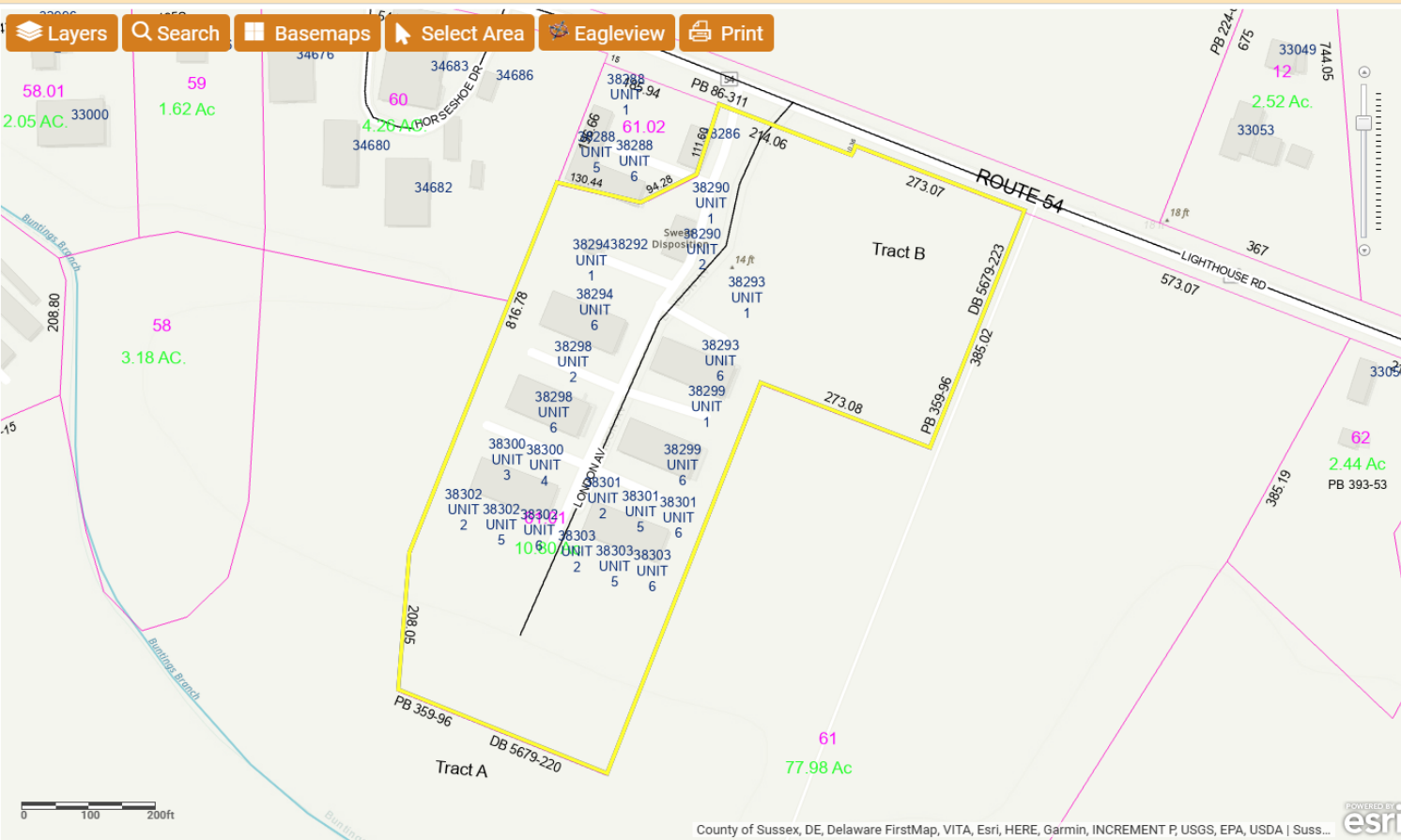
Decision of Board: _____



THE APPLICABLE STATE OF DELAWARE
JOHN B. ROACH, JR.
LICENSE
No. 12178
DELAWARE
PROFESSIONAL ENGINEER



Layers Search Basemaps Select Area Eagleview Print



Eagleview Search Results

Selected Features: Parcels (1)

1) 533-18.00-61.01 Zoom

BOOK	2124
PAGE	299
FULLNAME	RT 54 HOOK & SLICE GOLF DRIVING
Second_Owner_Name	RANGE INC
MAILINGADDRESS	38288 LONDON AVE UNIT 1
CITY	SELBYVILLE
STATE	DE
a_account	
DESCRIPTION	S/LIGHTHOUSE RD
DESCRIPTION2	
DESCRIPTION3	
LUC	703
SCHOOL	1
MUNI	00
CAP	0
APRBLDG	1.9837e+006
APRLAND	352800
PINWASSEMENTUNIT	533-18.00-61.01
PIN	533-18.00-61.01

Selected Features (1)

Clear Selected

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Basemaps

Select Area

Eagleview

Print

58.01

2.05 AC

33000

59

1.82 AC

58

3.18 AC

61.02

77.98 AC

52

2.52 AC

62

2.44 AC

Tract A

Tract B

3000'

Sussex County Government | Delaware Department of Natural Resources and Environmental Control | Suss...

esri

Eagleview

Search Results

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Selected Features:

Parcels (1)

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▼ 1) 533-18.00-61.01

Zoom

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Selected Features (1)

Clear Selected

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