Sussex County Council
Public/Media Packet

MEETING:
FEBRUARY 26, 2013

****DISCLAIMER****

This product is provided by Sussex County government as a courtesy to the general public. Items contained within are for background purposes only, and are presented 'as is'. Materials included are subject to additions, deletion or other changes prior to the County Council meeting for which the package is prepared.

Sussex County Council
2 The Circle | PO Box 589
Georgetown, DE 19947
(302) 855-7743

MICHAEL H. VINCENT, PRESIDENT
SAMUEL R. WILSON JR., VICE PRESIDENT
GEORGE B. COLE
JOAN R. DEAVER
VANCE PHILLIPS

2 THE CIRCLE | PO BOX 589
GEORGETOWN, DE 19947
(302) 855-7743 T
(302) 855-7749 F
sussexcountyde.gov

Sussex County Council

A G E N D A

February 26, 2013

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Todd Lawson, County Administrator

1. **Administrator's Report**

Gina Jennings, Finance Director - Appointee

1. **Kronos Purchase**

Hal Godwin, Deputy County Administrator

1. **Airport Restaurant RFP Results and Lease Agreement Approval**

10:30 A.M. – Continuation of Public Hearing on Change of Zone No. 1724 filed on behalf of Central Storage @ Harbeson, LLC

"AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 8.05 ACRES, MORE OR LESS" (land lying north of Route 9 (Lewes Georgetown Highway) 500 feet west of Route 5 (Harbeson Road) and 700 feet east of Road 254 (Prettyman Road) (Tax Map I.D. # 2-35-30.00-8.02)

EQUAL HOUSING OPPORTUNITY

Brad Hawkes, Director of Utility Engineering

1. **Administration Building Renovations – Bid Award Recommendation**

John Ashman, Director of Utility Planning

1. **Hawkeye – Oversizing Agreement**

Grant Requests

1. **Historic Society Committee (The Towns of Fenwick Island, South Bethany, Bethany Beach, Ocean View & Millville) – Community Improvement Grant**

2. **Chamber of Commerce for Greater Milford, Inc. – Riverwalk "Freedom" Festival for event expenses.**

3. **Delaware Senior Olympics for the purchase of two (2) AED's and first aid kits.**

4. **Delaware National Guard Youth Camp for operating expenses.**

12:00 Noon – Sussex Conservation District Luncheon

Introduction of Proposed Zoning Ordinances

Any Additional Business Brought Before Council

Executive Session – Job Applicants' Qualifications, Personnel, Pending/Potential Litigation, and Land Acquisition pursuant to 29 Del. C. §10004(b)

Possible Action on Executive Session Items

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Sussex County Council meetings can be monitored on the internet at www.sussexcountyde.gov.

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In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on February 19, 2013 at 5:45 p.m., and at least seven (7) days in advance of the meeting.

This Agenda was prepared by the County Administrator and is subject to change to include the addition or deletion of items, including Executive Sessions, which arise at the time of the Meeting.

Agenda items listed may be considered out of sequence.

# # # #

GINA JENNINGS
DIRECTOR OF ACCOUNTING

(302) 855-7853 T
(302) 855-7722 F
gjennings@sussexcountyde.gov

Sussex County
DELAWARE
sussexcountyde.gov

TO: The Honorable Michael H. Vincent, President
The Honorable Samuel R. Wilson, Jr., Vice President
The Honorable George B. Cole
The Honorable Joan R. Deaver
The Honorable Vance C. Phillips

FROM: Gina A. Jennings
Finance Director Appointee

DATE: February 21, 2013

SUBJECT: Kronos Recommendation

During Tuesday's Council meeting, I will request the purchase of the Kronos time and attendance application. The largest operating expense of the County is employee salaries. This expense is over $22 million annually for all employees. Salary expense makes up 40 percent of the general fund operating budget. As our single largest expense, it is important that we accurately manage this cost.

In January, the payroll and human resource phase of the Munis ERP system "went live." Now that we have been live for the last two months, we are able to utilize time attendance software to pay employees. Instead of using timesheets, Kronos allows employees the convenience to clock in and out to record their time. Their time is then imported into the payroll system. There are no adjustments or manual entries done by the employees. Simply, time is taken directly from the time clock and pays based on the electronic timecard.

The following objectives are expected by the purchase of a time and attendance system:

- Reduction in payroll inflation (overstatement of hours)
- Improvement in employee utilization by having more data available about the workforce
- Reduction in overtime
- Improvement in productivity

Kronos will be an enhancement to our ERP implementation and will fully integrate with Munis. The application costs $126,582 for both the hardware and software and the funds were approved in the FY2013 budget. Kronos is a state contract vendor.

Please call me if you have any questions.

HAL GODWIN
DEPUTY COUNTY ADMINISTRATOR

(302) 854-5060 T
(302) 855-7749 F
hgodwin@sussexcountyde.gov

Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable Samuel R. Wilson, Jr., Vice President
The Honorable George B. Cole
The Honorable Joan R. Deaver
The Honorable Vance C. Phillips

Todd F. Lawson
County Administrator

FROM: Hal Godwin
Deputy County Administrator

RE: Lease Agreement Approval

DATE: February 22, 2013

The only bidder that responded to our RFP for the lease and operation of the Sussex County Airport Restaurant was Deli Days, LLC, DBA Arena's at the Airport. This partnership currently operates four (4) restaurants in our area, two (2) in Rehoboth, one (1) in Lewes, one (1) in Long Neck, grossing over 5.1 million dollars annually.

The proposed lease is for five (5) years at a rent very similar to our current lease with M&P Adventures. This lease offers a five (5) year renewal, while requiring renegotiations of the rent at that time. We are very optimistic about the possible partnership with Arena's.

Arena's at the Airport will be the new name and the details of their operation as well as their menu are enclosed for you review.

Please find the following attachments enclosed for your review.

a. RFP
b. Deli Days, LLC Proposal
c. Lease Agreement for your review.

HFG/kac

Attachments

<u>REQUEST FOR PROPOSAL**</u>**

Sussex County Council is accepting proposals for the lease and operation of the Sussex County Airport Terminal Building **RESTAURANT** located in Georgetown, Delaware.

Interested parties may obtain a proposal package, which contains a proposal submission guide and lease requirements, from the Sussex County Administration building located at 2 The Circle, Georgetown, Delaware, Monday thru Friday, 8:30 a.m.-4:30 p.m.

Appointments to view the restaurant facility can be arranged by contacting Hal Godwin at (302) 854-5060 or (302) 841-2812, or at hgodwin@sussexcountyde.gov.

Sussex County Council wishes to lease the airport restaurant facility to the best qualified operator with regard to experience in restaurant ownership and operations. Operator should also possess the financial resources and personal commitment to maintain a top quality operation.

DEADLINE: **<u>Sealed proposals must be completed and submitted to Hal Godwin at the Sussex County Administration Building, 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947 by 12:00 P.M., Friday, February 1, 2013.</u>**

<u>Proposals will be opened Friday, February 1, 2013, at 3:00 p.m. in the Sussex County Council Chambers located at 2 The Circle, Georgetown, Delaware.</u>

DISCLAIMER: The County reserves the right to reject any and all proposals, to waive any irregularity or informality in any proposal, or to take any other action it may deem to be in the best interest of the County.

PROPOSAL SUBMISSION GUIDE:

Please provide as much detail as possible on the following:

- Restaurant Theme/Dėcor
- Hours of Operation and Meals offered
- Types of service offered:
  -Dining Room table service, buffet, cafeteria, carry out, delivery
- Sample Menu with prices
- Payment Options offered to your customers
- Will you serve alcohol? Please provide details
- Advertising plan and how much you will spend
- Rent and Lease Term
- Business Financial Statements
- Restaurant experience in detail

LEASE REQUIREMENTS

1. Insurance coverage per County requirements: See attachment (Exhibit C)

2. Restaurant must be open during agreed minimum hours. County declares default of lease after 48 consecutive hours of closed or not operating within lease agreement.

3. Customer satisfaction is of PARAMOUNT importance. Customer complaints require Lessee's attention and resolution.

4. Lessee must pay all vendors and suppliers in a timely manner.

5. Rent must be paid on or before due date or a late charge of 20% (twenty percent) will be applied.

6. Provide a restaurant financial statement quarterly to the Sussex County Administrator due within 30 days after the end of each quarter.

7. Request permission for special events and any entertainment from the Sussex County Administrator.

COUNTY RESPONSIBILITIES

SUSSEX COUNTY PROVIDES:

1. Facility – Building footprint as outlined on attached floor plan, (see Exhibit A),

2. Heating & Air Conditioning equipment in operation and maintenance of the same.

3. All kitchen equipment in working order as per list attached (see Exhibit B) and ½ (one half) the cost of annual service contract and any needed repairs.

4. Water and wastewater service.

5. All building maintenance, including roof, doors, windows and floors.

6. Propane gas for cooking and heating.

RESTRICTIONS

SUSSEX COUNTY WILL NOT PERMIT:

1. Alcohol only service, especially after 9:00 p.m.
2. Any illegal behavior, actions or business practices.
3. Restaurant to be unattended during minimum hours of operation.
4. Transfer or assignment of this lease.

EXHIBIT A

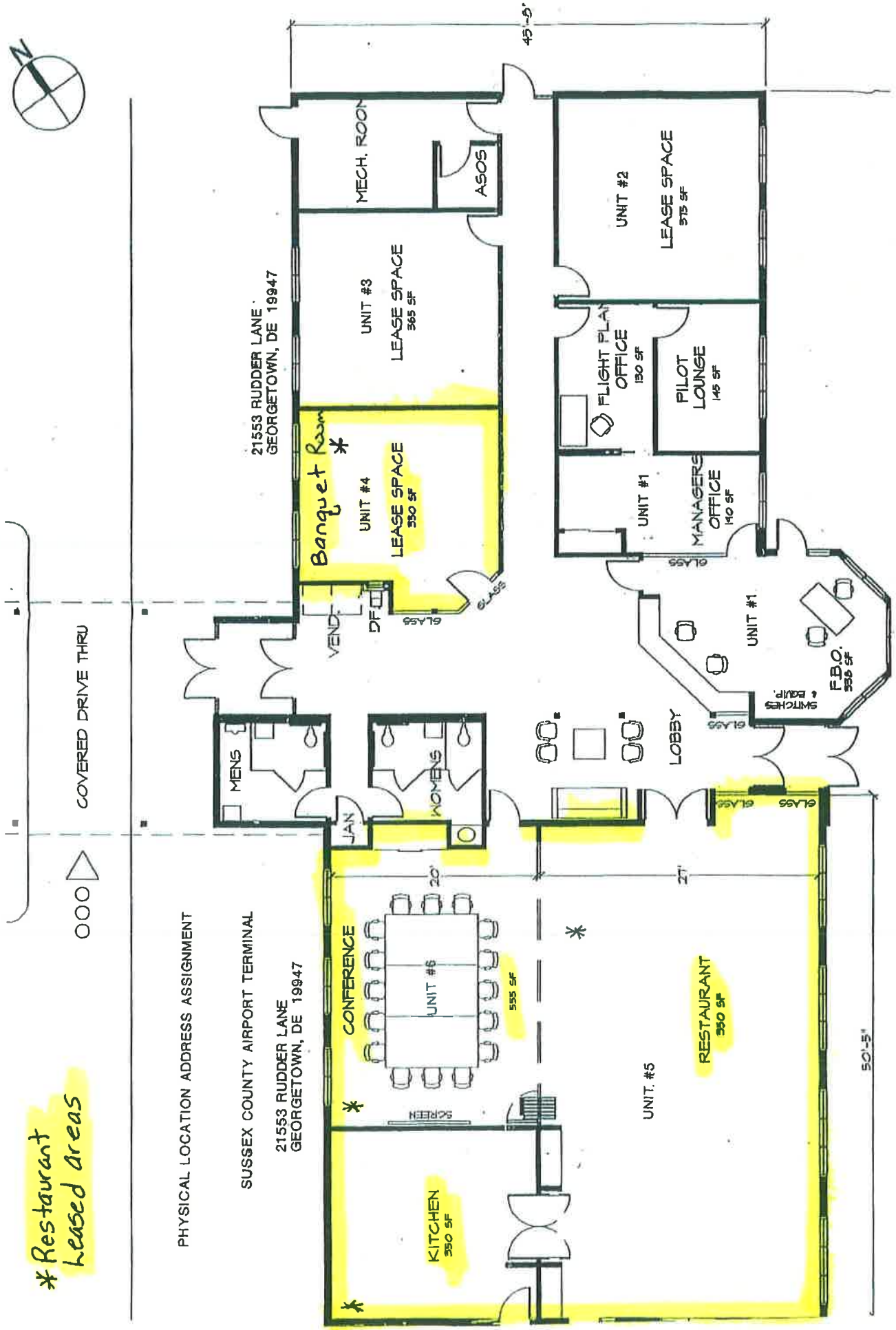

45'-5"
MECH. ROOM
ASOS
UNIT #2
LEASE SPACE
575 SF
UNIT #3
LEASE SPACE
365 SF
21553 RUDDER LANE
GEORGETOWN, DE 19947
FLIGHT PLAN
OFFICE
130 SF
PILOT
LOUNGE
145 SF
Banquet Room *
UNIT #4
LEASE SPACE
330 SF
UNIT #1
MANAGERS
OFFICE
140 SF
GLASS
VEND.
DF
UNIT #1
F.B.O.
336 SF
SWITCHES
& EQUIP.
LOBBY
MENS
WOMENS
JAN
COVERED DRIVE THRU
20'
21'
CONFERENCE
UNIT #6
555 SF
RESTAURANT
350 SF
UNIT #5
SCREEN
KITCHEN
350 SF
50'-5"
PHYSICAL LOCATION ADDRESS ASSIGNMENT
SUSSEX COUNTY AIRPORT TERMINAL
21553 RUDDER LANE
GEORGETOWN, DE 19947
* Restaurant Leased Areas

EXHIBIT B

SUSSEX COUNTY COUNCIL
AIRPORT TERMINAL BUILDING
RESTAURANT EQUIPMENT

LIST OF KITCHEN EQUIPMENT OWNED & PURCHASED BY SUSSEX COUNTY:

ITEM	ASSET TAG #	REMARKS
AMERICAN RANGE 60" WIDE	3472	
RANKIN CHARBROILER GRILL 72"	5942	
CAPTIVE AIR HOOD SYSTEM 10' PC	3475	
KEATING FLOOR FRYER 18TS	3462	
KEATING FLOOR FRYER 20TS	3463	
IMPERIAL GRIDDLE 36"	3468	
IMPERIAL GRIDDLE 48"	3467	
CLEVELAND STEAMER	5944	
HOT FOOD TABLE W/ OVERSHELVES	5943	
VICTORY 6' COOLER/FOOD TABLE	3478	
MANITOMAC ICE MACHINE	3473	
WIRE SHELVING FOR COOLER	CBT	
DISHWASHER		
PRE-RINSE SINK (METAL MASTER)	3470	
ADV. TABCO 3-BOWL SINK	3469	
TRUE DESSERT COOLER	3476	

EXHIBIT C

INSURANCE

(a) Property and Business Income Insurance. Tenant shall secure and maintain, at its own expense, all risk (special form) property insurance which insures against direct physical loss of or damage to Tenant's personal property, removable trade fixtures and tenant-owned equipment located in or at the Leased Property, on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of all such property located therein. Tenant shall also secure all risk (special form) business income and extra expense insurance in amounts satisfactory to protect its interests for loss of income or extra expense that result from direct physical loss of or damage to covered property, fixtures and equipment located in or at the Premises. The Landlord shall be an insured on Tenant's property and business income insurance as its interests may appear.

(b) Waiver of Subrogation. To the fullest extent permitted by law, Tenant waives any right of recovery from Landlord, and its appointed and elected officials, employees, officers, directors, agents, volunteers and consultants, for any loss of or damage to the Tenant's personal property, removable trade fixtures and tenant-owned equipment (or resulting loss of income or extra expense), by reason of any peril required to be insured against under this Lease, regardless of the cause of origin, including the negligence of the Landlord and its appointed and elected officials, officers, directors, employees, agents, volunteers and consultants. To the fullest extent permitted by law, Tenant's property insurer shall not hold any right of subrogation against Landlord and its appointed and elected officials, officers, directors, employees, agents, volunteers and consultants. Tenant shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any property and/or business income insurance policies maintained by Tenant. Any deductible amount(s) selected by Tenant shall be the sole responsibility of Tenant.

(c) Commercial General Liability Insurance. Tenant shall secure and maintain at its own expense, commercial general liability insurance which insures against bodily injury, property damage, personal and advertising injury claims arising from the Tenant's occupancy of the Leased Property or operations incidental thereto, with minimum limits of:

$1,000,000 - combined single limited - each occurrence;

$1,000,000 - personal and advertising injury limit;

$2,000,000 - combined single limit - general aggregate; and

$1,000,000 -combined single limit-products/completed operations aggregate.

Such insurance shall be endorsed to name Landlord and its appointed and elected officials, officers, directors, employees, agents, volunteers and consultants as additional insureds.

(d) Liquor Legal Liability Insurance. If the Tenant elects to sell, serve or furnish alcoholic beverages on the Leased Property, Tenant shall secure and maintain, at its own expense, Liquor Legal Liability Insurance which insures against injury claims arising from the Tenant selling, serving or furnishing any alcoholic beverage on or from the Leased Property, with minimum limits of:

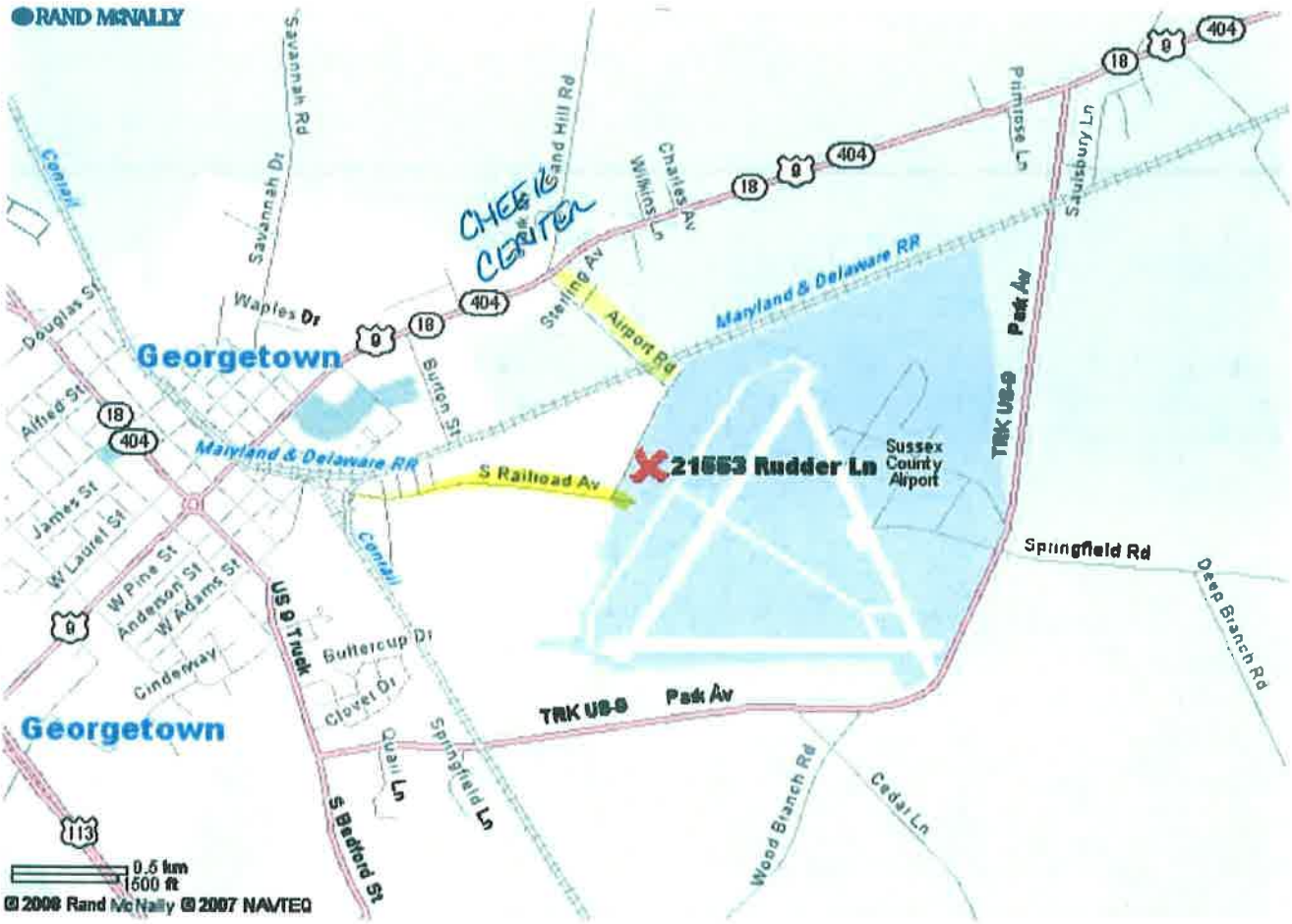
$1,000,000 - each common cause, and
$1,000,000 - annual aggregate.

Such insurance shall be endorsed to name Landlord and its appointed and elected officials, officers, directors, employees, agents, volunteers and consultants as additional insureds.

(e) Workers Compensation & Employers Liability. Tenant shall secure and maintain, at its own expense, workers compensation insurance and employers liability insurance. The workers compensation insurance must satisfy Tenant's workers compensation obligation to its employees in Delaware. Employers liability insurance must be secured with minimum limits of $100,000 for bodily injury by accident, $100,000 each employee for bodily injury by disease, and a $500,000 policy limit for bodily injury by disease.

(f) Evidence of Insurance/Insurers. Tenant shall furnish certificates of insurance, acceptable to Landlord, and its appointed and elected officials, officers, directors, employees, agents, volunteers and consultants, evidencing all policies required above at execution of this Agreement and prior to each renewal thereafter. Such insurance shall be written with insurers licensed to do business in Delaware, with a current Best's Financial Strength Rating of "A-" or better, and a financial size category of "Class VIII" or higher, unless Landlord grants specific approval for an exception. Such policies shall be endorsed and such certificates shall provide that no cancellation, non-renewal or material reduction in coverage can take effect unless 30 days prior written notice by registered mail is furnished to Landlord. Liability policies required herein may not be written on a "claims made" basis without the prior written approval of Landlord. If Tenant shall fail, refuse or neglect to secure and maintain any insurance required of Tenant or to furnish satisfactory evidence or insurance, Landlord shall have the right to purchase such insurance. All such payments made by Landlord shall be recoverable by Landlord from Tenant, together with interest thereon, as additional rent promptly upon being billed therefore.

(g) All policy limits as stated herein shall be adjusted every five (5) years in accordance with increases in the consumer price index to levels satisfactory to Landlord.



PLEASE NOTE: **NO ENTRY TO RUDDER LANE FROM PARK AVENUE**

FROM POINTS NORTH: Take Route 113 South to Georgetown. Turn left onto N. Bedford Street. Turn off from the circle onto E. Market Street. Turn right onto S. Railroad Avenue.

FROM POINTS SOUTH: Take Route 113 North to Georgetown. Turn onto Route 9 (County Seat Highway). Turn off from the circle onto E. Market Street. Turn Right onto S. Railroad Avenue.

FROM POINTS EAST: Take Route 9 West (Lewes Georgetown Hwy) to Georgetown. Turn left onto Airport Road (Cheer Center on right).

FROM POINTS WEST: Take Route 18 (Seashore Hwy) to Georgetown. Go straight on N. Bedford Street. Turn off from the circle onto E. Market Street. Turn right onto S. Railroad Avenue.

SUSSEX COUNTY
AIRPORT
TERMINAL

SUSSEX COUNTY AIRPORT RESTAURANT RFP RESULTS

BID RESULTS

BID OPENING - FEBRUARY 15, 2013

	BIDDER	TOTAL BID
1.	Deli Days, LLC - T/A Arena's at the Airport	$15,000 Annual Rent Electricity Costs

Arena's Deli & Bar
149 Rehoboth Ave.
Rehoboth Beach, DE
302.227.1272

Arena's Cafe
20312 Highway One
Rehoboth Beach, DE
302.226.2233

Arena's Long Neck
25938 Plaza Dr.
Millsboro, DE
302.947.4700

Arena's Cafe
The Villages of Five Points
Lewes, DE
302.644.0370

Starters

Arena's Famous Nachos
A giant helping of crispy tortilla chips topped with a blend of Monterey Jack and Cheddar cheese, tomatoes, jalapeño peppers, shredded lettuce, sour cream and southwestern salsa. 9.99
Voted Best Nachos at the Beach by Delaware Today Magazine!

Chicken Nachos
Arena's Famous Nachos topped with grilled marinated chicken. 11.99

Deluxe Chili Nachos
Arena's Famous Nachos topped with our Wild Bill's homemade chili. 11.99

Shrimp Nachos
Arena's Famous Nachos topped with battered shrimp. 12.99

Add guacamole 1.99

Potato Skins
Skins just the way you like them — topped with melted Monterey Jack and Cheddar, bacon and a side of sour cream. 8.49 With Chili 9.49

Arena's Wings
Jumbo buffalo wings covered with Arena's secret hot sauce. Served with Bleu cheese and celery sticks. 8.49

Buffalo Chicken Tenders
Breaded strips of chicken breast dipped in our secret hot sauce. Served with Bleu cheese and celerey sticks. 8.49

Arena's Home-Style Fries
A generous portion (large basket) of golden brown fries.
5.49 Small 3.99

Arena's Cheese Fries
Arena's home-style fries covered in a blend of melted Monterey Jack and cheddar cheese. 7.49 Small 6.49

Death Fries
Fries with melted cheese and bacon, topped with ranch and barbecue sauce. 8.99

Chili Cheese Fries
Cheese fries topped with Wild Bill's chili. 8.99

Fresh Veggie Wedges
A combination of our freshest vegetables served with our Buttermilk Ranch dressing. 7.49

Arena's Homemade Crab Dip
Premium crab meat mixed with blended cheeses, spinach and spices. Served in a soup crock with tortilla chips and toasted bread. 10.99

Mozzarella Sticks
Battered Mozzarella fried lightly, served with marinara dipping sauce. 7.49

Hummus Platter
A healthy portion of Arena's hummus, served in a bowl with kalamata olives, fresh veggies and warm pita bread. 8.49

Soups

All our soups are homemade and the best in town!

Soup of the Day
Made fresh daily. Ask your server what's cookin' in the kitchen. 5.49
Seafood Soup of the Day 5.99

Maryland Crab Soup
Straight from Ma's kitchen. This combination of fresh vegetables and crab meat is always a favorite. 5.49

Wild Bill's Famous Chili
A perfect blend of spices, beans and beef, heaped with melted Cheddar cheese. Served with tortilla chips. 5.49

Salads

Chicken Salad Platter
Tender pieces of chicken breast tossed with red grapes, celery, mayonnaise and tarragon on a bed of leaf lettuce with cucumbers, carrots, tomatoes, red onion, coleslaw and sprouts. 8.99

Cobb Salad
Turkey, tomatoes, avocado, bacon and Feta over romaine. 11.99

Shrimp Salad Platter
Gulf shrimp mixed with Old Bay, celery, mayonnaise and Arena's secret spices. Served on a bed of leaf lettuce with cucumbers, carrots, tomatoes, red onion, coleslaw and sprouts. 12.99

Tuna Salad Platter
Tuna, mayonnaise and celery made fresh daily. Served on a bed of leaf lettuce with cucumbers, carrots, tomatoes, red onion, coleslaw and sprouts. 8.99

Garden Salad
A fresh selection of seasonal greens tossed with tomatoes, cucumbers, carrots, onions and sprouts. 6.99

Chef's Salad
Large garden salad served with generous portions of sliced turkey, ham, salami, Monterey Jack and Cheddar cheese. 11.99

Arena's Caesar Salad
Crisp romaine lettuce, croutons, grated cheese and our homemade dressing. *The Best in Town!* 7.99

Grilled Chicken Caesar
Our classic Caesar salad topped with sliced, grilled chicken breast. 10.99

Crab Cake Caesar
Our classic Caesar salad topped with our famous crab cake! 12.99

All salads are offered with a choice of Dressings
Ranch · Thousand Island · Bleu Cheese · Pepper Parmesan · Balsamic Vinaigrette · Fat Free Ranch · Fat Free Toasted Sesame · Fat Free Italian

top it
Add crab cake 7.00
Add grilled chicken breast 3.49
Add chicken salad 3.49
Add tuna salad 3.49
Add shrimp salad 6.00

Sandwich Classics

All sandwiches include potato chips and a pickle.

The Hungry Surfer
Turkey, roast beef, corned beef, Swiss cheese, coleslaw, lettuce and thousand island dressing on a kaiser roll. 9.49

The Classic "T"
Turkey, bacon, honey mustard, mayonnaise and tomato served on whole wheat bread. 8.99

Classic BLT
A heaping pile of crispy bacon, lettuce, tomato and mayo on toasted white bread. 8.99

The "Quarter Pound" Dog
All beef Kosher New York hot dog served on a fresh baked roll. Choose your toppings. 6.99

The North Shore
Ham, sliced chicken breast, Swiss cheese, bacon, lettuce, tomato and mayonnaise served on a kaiser roll. 9.49

California Club Dude
Turkey, avocado, Monterey Jack cheese, sprouts, tomatoes and mayonnaise on whole wheat bread. 9.49

Arena's Famous Italian Cold Cut
Cappacola, ham, genoa salami, lettuce, tomato, onions, balsamic vinaigrette and Provolone cheese served on a torpedo roll. 9.49

Reuben's Reuben
Corned beef, Swiss cheese, coleslaw, sauerkraut and thousand island dressing served on grilled rye bread. 9.49

The Italian Stallion
Cappacola, Genoa salami, ham, Provolone cheese, sweet peppers & balsamic vinaigrette served on a kaiser roll. 9.49

The Hampshire
Roast beef, melted Provolone cheese, sweet peppers, tomato and balsamic vinaigrette served on a torpedo roll. 9.49

Philly Cheesesteak
Tender steak, grilled with fried onions, American cheese and served on a torpedo roll. 9.49

New Orleans Cheesesteak
Tender steak, grilled with Cajun spices, lettuce, raw onion and Monterey Jack cheese on a torpedo roll. 9.49

Pizza Steak
Same great steak grilled with fried onions, green peppers, marinara and Provolone on a torpedo roll. 9.49

Arena's Meatball Sub
Mama's meatballs served with marinara sauce, topped off with Provolone cheese, served on a torpedo roll. 8.99

The Duncan
Reuben's Reuben made with turkey instead of corned beef. 9.49

Turkey Hampshire
Turkey, tomato, sweet peppers, balsamic vinaigrette and melted Provolone on a toasted torpedo roll. 9.49

The Hungry Kayaker
Turkey, roast beef, melted Provolone cheese, tomato, sweet peppers and balsamic vinaigrette served on a toasted torpedo roll. 9.49

The Big Daddy
Turkey, roast beef, thousand island, coleslaw and Swiss served on rye bread. 9.49

Chicken Salad Club
Chicken salad, bacon, lettuce and tomato served on whole wheat bread. 9.49

Turkey Club
Turkey, bacon, lettuce, tomato and mayonnaise on white toast. 8.99

French Dip
Grilled roast beef, Swiss and fried onions on a torpedo roll with a side of au jus. 9.49

Southwest BLT
Bacon, lettuce, tomato, mayo and avocado on wheat toast. 9.49

Tuna Salad Club
Our delicious white tuna with lettuce, tomato and bacon on whole wheat bread. 9.49

We reserve the right to add an 18% gratuity to groups of 6 or more.

Voted BEST NACHOS, BEST SANDWICHES & BEST LUNCH SPOT by Delaware Today!

Arenas

Voted BEST NACHOS by Delaware Today!
Voted BEST SANDWICHES by Delaware Today!
Voted BEST LUNCH SPOT by Delaware Today!

Keep up with us at www.arenasdeli.com

Seafood

Shrimp Tacos
Beer battered shrimp, shredded cabbage, cilantro mayonnaise on flour tortillas. Served with tortilla chips and salsa. 9.99

Maryland Crab Cake Sandwich
Hand-picked jumbo lump crab meat blended with spices, served on a kaiser roll with lettuce, tomato, side of tartar sauce, chips and a pickle. 12.99

Tuna Twins
Two English muffins topped with Tuna Salad, tomato and melted Munster cheese, served with a side of coleslaw. 9.99

Maryland Crab Cake Platter
Our jumbo lump Maryland crab cake served with coleslaw and fries on a bed of lettuce and tomato with a side of tartar. 13.99
Add a second crab cake for just 7.00

Fish Tacos
Rockfish, shredded cabbage, cilantro mayonnaise on flour tortillas. Served with tortilla chips and salsa. 9.99

Shrimply Delicious
Our delicious shrimp salad in a wrap with lettuce and tomato. Served with chips and a pickle. 11.99

Crab Melt
Crab cake, tomato and melted Munster on an English muffin. Served open-faced with a side of coleslaw. 12.99

Flounder Pounder
Fried flounder filet served on a kaiser with lettuce, tomato and a side of tartar sauce. Served with chips and a pickle. 9.99

Fish and Chips
Crispy battered Rockfish served with fries, coleslaw and side of tartar sauce. 10.99

Shrimp Basket
12 beer battered shrimp with fries, coleslaw and a side of cocktail sauce. 12.99

Chicken

All sandwiches include potato chips and a pickle.

Texas Chicken
Boneless chicken breast, BBQ, bacon, melted Cheddar cheese, lettuce and tomato served on a kaiser roll. 9.49

Cajun Chicken
Boneless chicken breast, lettuce, tomato, mayonnaise and Cajun spices topped with melted Cheddar cheese on a kaiser roll. 9.49

Chicken Caesar Wrap
Grilled chicken breast, romaine lettuce, Parmesan cheese and our Caesar dressing in a wrap. 9.49

Chicken Cheesesteak
Breast of white meat sliced thin with lettuce, tomato, mayonnaise and Provolone cheese on a torpedo roll. 9.49

Cajun Chicken Cheesesteak
Add Cajun spices and hot peppers to our already famous chicken cheesesteak! 9.49

Buffalo Chicken Cheesesteak
Chopped chicken breast, wing sauce, lettuce, tomato, Provolone and Bleu cheese on a toasted torpedo roll. 9.49

Southwestern Chicken
Boneless chicken breast, guacamole, melted Monterey Jack cheese, lettuce and tomato served on a kaiser roll. 9.49

Buffalo Chicken Sandwich
Boneless chicken breast, hot buffalo sauce, lettuce, tomato and Bleu cheese served on a kaiser roll. 9.49

Monterey Chicken
Boneless chicken breast, lettuce, tomato, ranch and Monterey Jack cheese served on a kaiser roll. 9.49

Build-Your-Own Sandwiches

All sandwiches include potato chips and a pickle.

MEATS/SALADS

Choose from the following meats or salads.

Fresh Turkey Breast 8.99
Shaved Domestic Ham 8.99
Grilled Chicken Breast 8.99
Extra Lean Corned Beef 8.99
Exceptional Pastrami 8.99
Rare Roast Beef 8.99
Genoa Salami 8.99
Cappacola 8.99
Chicken Salad 8.99
Tuna Salad 8.99
Shrimp Salad 11.99

CHEESES

Don't forget cheese for an additional 1.00
Provolone
American
Swiss
Cheddar
Monterey Jack
Muenster

Add Bacon 1.00 **Add Avocado** 1.00

BREADS

Specify if you would like your bread toasted, plain or grilled.
Whole Wheat
White
Rye
Kaiser Roll
Torpedo Roll
Wrap
Pita

CONDIMENTS

Pick your favorite complimentary condiments.
Mayonnaise
Yellow Mustard
Honey Mustard
Brown Mustard
Horseradish
Thousand Island
Cranberry Sauce
Lettuce
Tomato
Coleslaw
Onions
Ketchup
Relish
Sprouts
Carrots
Hot Peppers
Sweet Peppers
Sauerkraut
BBQ
Balsamic Vinegar

Vegetarian

All sandwiches include potato chips and a pickle.

Famous Granny Smith Sandwich
Sliced Cheddar cheese, tart apples, sprouts, carrot slices, onions, honey mustard and mayonnaise on whole wheat. 8.49

Power House
Cucumbers, lettuce, sprouts, carrots, onions, tomatoes and honey mustard served on whole wheat bread. 7.49
With cheese 8.49

The Timwich
Provolone, Cheddar, Swiss, American & Monterey Jack cheese combined with lettuce, tomato, sprouts and honey mustard served on rye bread. 8.49

Veggie Burger
A delicious combination of garden vegetables served with lettuce and tomato on a kaiser roll. 8.49
With cheese 9.49

Sedona Veggie Burger
Our Veggie Burger topped with guacamole, salsa, lettuce and melted Monterey Jack cheese. 9.49

House Salad Wrap
Lettuce, tomato, onion, cucumber, carrots, sprouts, Cheddar and ranch dressing in a wrap. 7.99

The Yummy Hummy
Fresh warmed pita, hummus, olives, cucumber, lettuce, tomato & onion, topped with olive oil and crumbled feta. 8.99

Salads To Go

Our Famous Homemade Salads are now available to take home with you! A 12 oz. container packed full with your choice of the following:

Shrimp Salad 9.00 **Chicken Salad** 6.00
Tuna Salad 6.00 **Coleslaw** 4.00

Beverages

Soft Drinks
16 oz. 2.25 **32 oz.** 2.75

Pepsi
Diet Pepsi
Sierra Mist
Dr. Pepper
Mt. Dew
Birch Beer
Ginger Ale
Pink Lemonade
Club Soda
Fresh Brewed Iced Tea

Arena's Bottled Water 2.00
Pelligrino Bottled Water 2.75

Assorted Juices
16 oz. 3.00

Sides

Chips & Salsa 3.99
Homemade Coleslaw 1.99
Sour Cream 1.25
Salsa 1.00
Guacamole 1.99
Avocado 1.99
Green Apple 1.99

Desserts

All our desserts are baked on premises, just like Grandma used to make! 4.99

Check our Board for Daily Choices

Call Ahead for Carry Out
149 Rehoboth Ave 302-227-1272
Route 24 Longneck 302-947-4700
Village of 5 Points 302-644-0370
20312 Hwy 1 302-226-2233

December 10, 2012

Sussex County Council
2 The Circle
Georgetown, De 19947

Dear Council:

At the request of the County Council, the Sussex County Airport Advisory Council (SCAAC) was formed. One of the SCAAC responsibilities was to advise and keep the County Council aware of airport issues. Recently, the SCAAC was made aware that the existing restaurant operator at the Sussex County Airport was entertaining the idea of terminating his lease and discontinuing the restaurant business as we know it today. The SCAAC wants to advise the Council of the long-term and short-term impacts of having no restaurant on the airfield.

The restaurant is a critical amenity to the Sussex County Airport. It is one of the primary spokes in the wheel which makes the airport run. The restaurant draws pilots from surrounding states who habitually visit the airport and surrounding area. For example, it provides catering services to large corporate jet aircraft. Should aircraft operators find no restaurant on the airport, they will land and cater to their clients at other airports. This would impact the airport immediately and would take years to break the new habit of these aircraft operators.

In 2008, the restaurant was closed for approximately five months due to the restaurant operator transition. Airport utilization dropped significantly. Numerous regular customers of the airport restaurant never returned. Due to several website comments, it takes several years to remove negative comments. For example, on Airnav.com a comment will stay on the website for three years. Many corporate and general aviation rely on these websites for airport amenity issues. It is easy to see how one negative comment would carryover beyond three years of impact.

It may be worthy of the County to initiate a small proactive advertising initiative in an effort to advise the corporate and general aviation population of the restaurant status, especially if a break in service is imminent. Recommended publications are available at the County's request. The Advisory Committee is pleased to provide any additional advice to the Council regarding this matter.

In conclusion, any gap in restaurant operations would significantly impact the airport and impact the local economy. This impact would be realized immediately and long-term. The SCAAC hopes the Council will consider the impacts to the airport, residents and businesses when making decisions in reference to the restaurant operation/operator.

We appreciate the consideration to reducing or eliminating any gap of services provided by the restaurant.

Sincerely,

Jeffrey S. Reed
Chairman, Sussex County Airport Advisory Commission

RESTAURANT LEASE

Between

SUSSEX COUNTY, DELAWARE, as landlord

and

DELI DAYS, LLC as tenant

at

SUSSEX COUNTY AIRPORT TERMINAL BUILDING

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Exhibits

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Exhibit B	Rules and Regulations
Exhibit C	Insurance
Exhibit D	Sign Criteria
Exhibit E	Declaration of Occupancy
Exhibit F	Corporate Resolution
Exhibit F-1	Attorney's Opinion
Exhibit G	Guaranty
Exhibit H	Property Owned by County

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RESTAURANT LEASE

DATE: February 26, 2013

LANDLORD: Sussex County, Delaware
2 The Circle
P. O. Box 589
Georgetown, DE 19947

TENANT: Deli Days, LLC
T/A Arena's at the Airport
149 Rehoboth Avenue
Rehoboth Beach, DE 19971

LOCATION: 21553 Rudder Lane
Sussex County Airport Terminal Building (the "Terminal Building")
Sussex County Airport (the "Airport")
Georgetown, Delaware 19947
(Shown on **Exhibit A**)

PREMISES: Reference is made to the shaded area on the Site Plan attached hereto as Exhibit "A".

In consideration of the agreements in this Lease, Landlord and Tenant agree as follows:

§1. DEFINITIONS AND EXHIBITS

§1.1. Definitions - Certain defined terms in this Lease are presented below:

a. Common Areas — All areas and facilities in or near the Premises provided by Landlord for non-exclusive common use by the Airport's tenants and their customers or used by Landlord for the Airport, including, but not limited to, parking areas, loading docks, delivery areas, sidewalks, interior and exterior pedestrian walkways, sprinklers, canopies, equipment rooms, landscaped areas, retaining walls, utility facilities, storm water management facilities, stairways, lighting facilities, identification and directional signage, decorative features, imaging, and any other areas and improvements provided by Landlord from time to time for common use by the Airport's tenants and their customers; however, except as

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		expressly included above, Common Areas exclude the structural supports, walls, floor slab, and roof of all buildings at the Airport
b.	Lease Commencement Date	March 15, 2013
c.	Possession Date	The date Landlord delivers possession of the Premises to Tenant – March 15, 2013
d.	Rent Commencement Date	September 1, 2013
e.	Lease Term	Starts on the Lease Commencement Date (March 15, 2013) and ends on March 31, 2018
f.	Options to Extend	Option to extend the Lease for the one (1) successive 5 year term, at the discretion of the Landlord as provided herein, and re-open the rent calculation
g.	Rent	To be calculated at 3% of gross sales, capped at $500,000 of annual sales Maximum annual rent $15,000
h.	Tenant's Business	Affordable Family Dining Restaurant and for no other use or purpose
i.	Tenant's Trade Name	Arena's at the Airport and no other name
j.	Security Deposit	$1,500
k.	Gross Leasable Area in the Terminal Building	Please refer to Site Plan attached hereto as Exhibit A

§1.2. Exhibits - The exhibits to this Lease are listed below and are made a part of this Lease as if they were set forth in full in this Lease:

Exhibit A	Site Plan of Terminal Building
Exhibit B	Rules and Regulations
Exhibit C	Insurance required to be carried by Tenant
Exhibit D	Sign Criteria
Exhibit E	Declaration of Occupancy
Exhibit F	Corporate Resolution
Exhibit F-1	Attorney's Opinion
Exhibit G	Guaranty

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Exhibit H Property Owned by Landlord

Notwithstanding anything to the contrary in this Lease, Landlord, from time to time, may (a) design and decorate any part of the Terminal Building as it desires, (b) make or permit changes or revisions in the plan for the Terminal Building, including, but not limited to, additions to, subtractions from, rearrangements of, alterations, modifications of, or supplements to, the building areas, walkways, driveways, parking areas, if any, or other Common Areas, (c) construct other buildings or improvements in the Terminal Building, or demolish same, (including any portion of the Common Areas) and make alterations thereof or additions thereto (including any portion of the Common Areas) and build additional stories on or in any such building(s) (or Common Areas) and build adjoining same, or construct additional deck or elevated parking facilities, (d) temporarily or permanently close portions of the Common Areas in connection with any such construction, building or demolition, (e) acquire, lease or obtain easements in additional property or properties which Landlord, at Landlord's sole election, may include within the Terminal Building as Common Areas or otherwise, (f) make or permit changes or revisions in the Terminal Building, including additions thereto and alterations thereof, (g) change the size and number of tenant spaces that may be erected in any part of the Terminal Building and the identity, type and location of other tenants, (h) add or remove land and/or improvements from the Common Areas and/or the Terminal Building, and (i) hold and permit Terminal Building and promotional events in the Common Areas. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any compensation, damages or abatement of rent from Landlord for any injury, inconvenience or loss of business thereby, provided that Landlord makes reasonable efforts to complete any work or repairs in a timely manner.

§2. PREMISES AND TERM

§2.1. Premises - Landlord, as the land owner, leases the Premises to Tenant and Tenant rents them from Landlord. As long as Tenant performs its obligations under this Lease, Tenant may peaceably and quietly hold and enjoy the Premises for the Lease Term without interruption by Landlord.

The square footage of the Premises as shown on the shaded area of the Site Plan Attached hereto as Exhibit “A” shall be deemed to be the square footage of the Premises for all purposes of this Lease.

§2.2. Term; Lease Year - This Lease commences on the Lease Commencement Date and expires on the last day of the Lease Term described in §1.1.(e). A "Lease Year" is a 12 month period during the Lease Term that begins April 1 and ends March 31.

§2.3. Option Term - If provided in §1.1.(f), and subject to the conditions of this §2.3, Tenant may request an extension of the Lease Term the number of times as provided in §1.1.(f), each time for the number of years as provided in §1.1.(f). Tenant may not request an Option to Extend if Tenant is in default under this Lease at the time of such request. In addition, Tenant's request for an Option to Extend is void if, Tenant is in default under this Lease at any time during the 12 months before the extension term is to commence. To request an Option to Extend, Tenant shall send an irrevocable, unconditional request to Landlord at least 180 days before the then current term expires. The Landlord shall have 90 days to grant

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or reject such Option to Extend. Each extension term begins on the expiration of the prior term. If the Lease Term is extended, the rent will be reconsidered. An Option to Extend may not be exercised more than 2 years before its extension term would commence.

§2.4. Holding Over - If Tenant holds over after the termination of the Lease Term, Tenant is a tenant at sufferance, shall pay twice the per diem rent and all additional rent and any other sums due under this Lease for each day it holds over, and is liable to Landlord for all losses, claims and expenses connected with Tenant's holding over, including claims made by any succeeding tenant.

§3. TENANT'S WORK

§3.1. Tenant's Plans - As soon as reasonably possible after the Lease Commencement Date, Tenant shall submit to Landlord its plans for all work that Tenant plans to do at the Premises ("Tenant's Plans"). As soon as reasonably possible after Tenant submits plans, the Landlord shall notify Tenant if the plans meet with Landlord's approval. Within (10) days after it receives notice from Landlord that it does not approve of Tenant's plans, the Tenant shall submit revised plans. If Landlord approves of the plans it shall initial the same and the approved version shall become a part of this Lease as if contained in full herein. Nevertheless, Landlord's approval of Tenant's plans does not constitute a representation that Tenant's plans comply with applicable laws.

§3.2 Tenant's Work - "Tenant's Work" is all work necessary before Tenant can operate Tenant's Business in the Premises. Tenant shall not commence Tenant's Work until the Possession Date (see §3.3), or the date Landlord approves Tenant's plans, whichever is later. Tenant shall commence Tenant's Work on the Possession Date. Tenant shall do Tenant's Work: (i) diligently and in strict accordance with Tenant's plans, (ii) in compliance with the Americans with Disabilities Act of 1990 ("ADA") and all applicable laws and building codes, and (iii) using only new or completely reconditioned fixtures. Tenant shall complete Tenant's Work by the Rent Commencement Date.

§3.3 Permits - Tenant shall obtain any building permits and other governmental approvals necessary to do Tenant's Work and to operate Tenant's Business in the Premises. Tenant shall apply for the permits and approvals within three (3) days after Landlord approves Tenant's plans. Tenant's failure to obtain such permits and approvals does not affect this Lease, including the Possession Date and the Rent Commencement Date.

§3.4 Tenant's Failure to Open - Tenant recognizes that if it fails to open when required under §8, Landlord's damages (including lost rent and lost opportunity to sell, lease, mortgage, or otherwise deal with the Restaurant) will be difficult, if not impossible, to ascertain. Tenant also recognizes that if it fails to do anything it is required by this Lease to do on or before the Rent Commencement Date, Tenant threatens Landlord with a greatly increased likelihood that Tenant will not open when required under §8. Accordingly, if Tenant fails to do anything it is required by this Lease to do on or before the Rent Commencement Date (including submitting Tenant's plans, revising Tenant's plans, and starting, diligently doing, and completing Tenant's Work), Landlord may without notice or demand: (a) do any of Tenant's Work or

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perform any other obligations of Tenant under this Lease, at Tenant's expense, including preparing Tenant's plans and doing Tenant's Work; and (b) terminate this Lease and recover, as liquidated damages and not as a penalty, a sum equal to the Monthly Installments of Minimum Annual Rent due for the 12 months after the Rent Commencement Date, plus the expenses incurred by Landlord pursuant to (a) above.

§3.5 Declaration of Occupancy - After the Rent Commencement Date, Landlord and Tenant shall sign a Declaration of Occupancy in the form of Exhibit E, that sets forth the Possession Date, the Rent Commencement Date, and the date the Lease Term expires.

§4. RENT

§4.1. Rent - Payable monthly, calculated as a percentage of gross sales. Tenant shall total sales monthly and multiply by 3% to calculate rent due. Tenant shall forward payment of all rents due no later than the 15th day of the following month for every month. Rent will not be charged on sales in excess of $500,000 per year. This calculation caps maximum rent paid by tenant to landlord at $15,000 annually. Annual rent calculations start April 1 of each year and end on March 31 of the following year. This term is used to calculate Maximum Annual Rent.

§4.2. Gross Sales Statements - "Tenant's Records" are all original books and records regarding Gross Sales, including sales journals, worksheets, cash register tapes, sales slips, bank statements, deposit slips, sales tax returns, and any other information needed to determine or to verify Gross Sales. Tenant shall keep Tenant's Records in accordance with generally accepted accounting principles consistently applied, and shall keep Tenant's records for the most recent 12 months at Tenant's Notice Address (see §17.9) (and at the Premises during the Lease Term if the Notice Address is more than 100 miles from Georgetown, DE).

Landlord or its agents may examine and audit Tenant's records at Tenant's Notice Address (see §17.9) (or at the Premises if the Notice Address is more than 100 miles from Georgetown, DE). If the examination or audit discloses a deficiency in Percentage Rent payments, Tenant shall pay it within 5 days after notice of the deficiency. If the deficiency is 1% or more of the Percentage Rent paid by Tenant for the period, Tenant also shall pay Landlord the cost of the audit or examination. If the deficiency is 3% or more of the Percentage Rent due for the period of the deficiency, Landlord may terminate this Lease.

If Tenant fails to furnish its Gross Sales report for any month, Landlord may charge a $100.00 late fee to cover additional administrative expenses. In addition, Landlord may examine Tenant's Records at Tenant's expense to compute Gross Sales and Percentage Rent due for that period, or may require Tenant to pay Percentage Rent using as Gross Sales for that period 125% of the greater of (a) the Gross Sales for that period, or (b) Gross Sales for the corresponding period in the prior Lease Year. Landlord's exercise of any remedy in this paragraph does not relieve Tenant of the obligation to submit the required Gross Sales reports and to pay the Percentage Rent due based on those sales (with credit for any amounts paid under this paragraph).

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If Tenant submits a delinquent Gross Sales report, Landlord may not honor it unless (i) a reputable, independent certified public accountant or accountant practitioner states it is fair and accurate based on their examination of Tenant's Records; and (ii) Percentage Rent due under the prior paragraph has been paid. If the accountant's statement reflects that Tenant has paid excess Percentage Rent, Landlord shall apply the excess against any Percentage Rent due for past periods, or for future periods as it becomes due (or shall refund the excess to Tenant if the Lease Term has terminated and Tenant has paid all amounts it owes to Landlord).

§4.3. Gross Sales - "Gross Sales" are the price of all goods sold and rented and of services performed at or from the Premises for cash, credit, exchange or otherwise, including (i) goods sold and rented and services performed outside the Premises if the orders are handled at the Premises or are connected with actions in or from the Premises; and (ii) goods sold and rented and services performed at or from the Premises if the orders are handled outside the Premises; whether the orders are taken in person, or by mail, telephone, or otherwise.

Tenant may deduct from Gross Sales:

(a) exchanges of merchandise between Tenant's stores and deliveries from the Premises to fill orders that do not originate at or from the Premises, but only if such exchanges and deliveries are made solely for the convenient operation of Tenant's Business and not to avoid consummating a sale in, at or from the Premises;

(b) returns to vendors;

(c) refunds to customers;

(d) sales of fixtures, machinery, and equipment not in the ordinary course of Tenant's business; and

(e) sales, excise, and other taxes imposed by governmental authority and collected from Tenant's customers and paid to the authority by Tenant.

Tenant may not deduct from Gross Sales any other items, including:

(A) taxes, except as provided in this Lease;

(B) returned checks and reserves and deductions for uncollected amounts;

(C) register shortages; and

(D) deposits, gift certificates, etc. not used or refunded to customers.

§4.4. Security Deposit - On the Lease Commencement Date, Tenant shall pay the Security Deposit to Landlord, and Landlord shall hold it as security for Tenant's performance under this Lease. Landlord may hold the Security Deposit without liability for interest, unless required by law, and may deposit the Security Deposit in an account containing other security deposits and other moneys controlled by Landlord or its affiliates. If

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Tenant defaults under this Lease, Landlord may apply all or any part of the Security Deposit to compensate Landlord for its loss, cost, damage or expense connected with the default, and at Landlord's request, Tenant shall pay to Landlord within five (5) days the amount necessary to restore the Security Deposit to the original amount. Unless Tenant is in default at the end of the Lease Term, Landlord shall return the balance of the Security Deposit to Tenant after the end of the Lease Term, within 30 days after Tenant's request.

§4.5. Additional Rent; Late Payment - All amounts that Tenant is required to pay under this Lease, including insurance, advertising fees, if any, and expenses to cure Tenant's default, are additional rent payable with the next Monthly Installment. Tenant's failure to pay any of these amounts constitutes its failure to pay rent, and they may be collected as provided by law for the collection of rent. Tenant shall pay all rent without prior notice or demand. Tenant's agreements to pay rent and other amounts under this Lease are independent covenants, and, except as this Lease provides otherwise, Tenant may not setoff, abate, deduct or fail to pay any such amounts for any reason. Any rent or additional rent to be paid by Tenant that is not paid when due bears interest (the "Default Rate") at the lesser of: (a) the prime rate charged by large U.S. commercial banks, from time to time, as published in the Wall Street Journal (or as fixed in Landlord's reasonable opinion if the Wall Street Journal ceases publishing that rate); or (b) the maximum rate allowed by law. In addition, for each late payment of rent or additional rent, Tenant shall pay a late payment processing charge of $50.00 if the payment is received by Landlord less than 10 days after it is due, or $150.00 if the payment is received 10 days or more after it is due; and Tenant shall also pay a notice processing fee of $150.00 if Tenant's payment is received by Landlord after Landlord has sent Tenant notice of that failure to make timely payment.

§5. COMMON AREAS

§5.1. Use of Common Areas - Landlord retains exclusive control and management of the Common Areas; and Landlord may establish reasonable rules and regulations for the Common Areas, which Landlord may amend. Landlord may change the level or grade of parking surfaces and may build subsurface or elevated parking areas; may charge for parking (by meters or otherwise); may close any Common Areas temporarily to make repairs or changes, to prevent the acquisition of public rights, to discourage noncustomer parking, or for any other purposes; may enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the Common Areas; may add to or subtract from the Common Areas; and may do other things in the Common Areas as Landlord in its sole discretion deems advisable.

Tenant, its employees and customers may use the Common Areas in common with Landlord and all others entitled to use the Common Areas, subject to the prior paragraph. Tenant may not interfere with any person's use of the Common Areas. Tenant shall abide by the rules and regulations in **Exhibit B** (as amended) and shall cause its concessionaires, employees, agents, and customers to abide by such rules and regulations.

§5.2. Maintenance of Common Areas - Landlord shall maintain, repair and replace (when necessary) the Common Areas at the level deemed advisable by Landlord, in its sole discretion. However, if the need for maintenance, repair, or replacement

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is connected with the negligence of Tenant, its employees, agents, contractors; or with Tenant's failure to do anything it is required to do under this Lease, or its doing anything it is not permitted to do under this Lease (whether or not the failure or the doing has continued long enough to constitute a default); Landlord either may require Tenant to pay the cost of the maintenance, repair, or replacement, or may require Tenant to do the maintenance or make the repair or replacement. If Landlord notifies Tenant that Tenant must do the maintenance or make the repair or replacement, Tenant shall submit its plans or procedures for the maintenance, repair, or replacement to Landlord for its approval within five (5) days after Landlord's notice and shall do the maintenance or make the repair or replacement as soon as reasonably practicable after Landlord approves Tenant's plans or procedures. In addition, Tenant shall promptly remove ice and snow from Tenant's loading area and from the sidewalk in front of the Premises and shall collect refuse outside the Premises as required in §8.4.

§5.3. Trash Pickup - Tenant shall collect garbage, trash, rubbish and other refuse from in and about the Premises at least once a day (or more often if necessary) and shall keep such garbage, trash, rubbish and refuse in a rat-proof container prior to removal to dumpster serving the Premises.

Tenant shall contract with a reputable waste collection company for waste removal. Such waste shall be collected at least once per week or more often if necessary so that all refuse is contained in the trash dumpster and does not in any way create a public health problem.

§6. MAINTENANCE OF PREMISES

§6.1. Maintenance by Landlord - Except as provided by §13 (re: casualty) and §14 (re: condemnation), Landlord shall maintain, repair and replace (when necessary) the structural supports, interior demising walls, exterior walls, floor slab, and roof of the Premises to keep them in good, safe, and clean condition. However, if the need for maintenance, repair, or replacement is connected with the negligence of Tenant, its employees, agents, contractors; or with Tenant's failure to do anything it is required to do under this Lease, or its doing anything it is not permitted to do under this Lease (whether or not the failure or the doing has continued long enough to constitute a default); or with vandalism, malicious mischief, or actual or attempted robbery, burglary, or safe burglary, against which Tenant is required to insure, Landlord either may require Tenant to pay the cost of the maintenance, repair, or replacement, or may require Tenant to do the maintenance or make the repair or replacement. If Landlord notifies Tenant that Tenant must do the maintenance or make the repair or replacement, Tenant shall submit its plans or procedures for the maintenance, repair, or replacement to Landlord for its approval within five (5) days after Landlord's notice and shall do the maintenance or make the repair or replacement as soon as reasonably practicable after Landlord approves Tenant's plans or procedures. Landlord is not obligated to do any other maintenance or to make any other repairs, replacements or improvements to the Premises or to any equipment or fixtures in the Premises.

§6.2. Maintenance by Tenant - Except as provided by §§13 and 14 (dealing with damage by casualty and with condemnation), except for reasonable wear and tear, and except as provided by §6.1 (dealing with Landlord's maintenance obligation), Tenant shall maintain, repair and replace (when necessary) the Premises and any facilities outside the

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Premises that serve the Premises (such as Tenant's sign and sign box) to keep them in good, safe, and clean condition.

§6.3. Surrender of Premises - When this Lease terminates, Tenant shall surrender the Premises in the same condition they were in on the Rent Commencement Date, except as provided in §6.2 and subject to §9.2. Tenant also shall deliver to Landlord at its Notice Address (see §17.9) all keys for the Premises and all combinations for locks, safes and vaults in the Premises.

§7. UTILITIES

§7.1. Payment - After the Possession Date, Tenant shall pay promptly all charges for electricity.

§7.2. Arrangement and Supply - If Tenant purchases utility service from the utility company, then before the Possession Date, Tenant shall arrange with the utility company serving the Premises to provide utility service in Tenant's name and to bill Tenant directly, and Tenant shall pay any deposits required. Tenant's obligations under this Lease are not affected by any failure or delay in utility supply, installation, or repair service.

§7.3. Landlord's Right to Discontinue Utilities - If Tenant defaults under this Lease, Landlord may discontinue any utility and services that Landlord supplies to Tenant, without notice or liability to Tenant, including water, gas, sewer, heating, and air-conditioning.

§8. CONDUCT OF BUSINESS BY TENANT

§8.1. Use; Trade Name - Tenant shall use the Premises to conduct only Tenant's Business (see 1.1(i)). Tenant shall not use more than 15% of the floor area of the Premises for storage and office space. Tenant shall use the storage and office space solely for Tenant's Business. Tenant shall operate its business only under Tenant's Name (see 1.1(j)).

§8.2. Opening and Continuous Use - Tenant shall open Tenant's Business in the Premises for the public on the Rent Commencement Date. After the Rent Commencement Date, Tenant shall continuously operate Tenant's Business under Tenant's Name in the entire Premises during each hour of the Lease Term when Tenant is required to be open for business under §8.3, fully staffed, stocked, and fixtured.

For each day that Tenant fails to comply with this §8.2, Tenant shall pay 150% of the Minimum Annual Rent (prorated on a daily basis), such sum representing the parties' estimation of the damages that Landlord will suffer by Tenant's noncompliance.

§8.3. Conduct of Business - (a) Tenant shall conduct its business to maximize Gross Sales in the Premises. Tenant shall open its Restaurant every day except special holidays, as permitted by law.

(b) Tenant shall accept cash, VISA, MasterCard and debit cards for payment;

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(c) Tenant shall provide full service lunch and dinner with optional buffet and carryout service.

(d) Tenant shall not provide alcohol only services at any time on the Premises;

(e) Tenant will not engage in or permit other persons to engage in any illegal actions;

(f) Tenant must seek permission from the Sussex County Administrator in order to have special events or entertainment on the Premises.

The arrangement, style, color and general appearance of all fixtures, advertising, and merchandise displays in the Premises are subject to Landlord's approval, both as to the manner of maintenance and as to the size, color, manner and existence of such materials. Tenant shall keep all such merchandise displays, fixtures, and advertising in first-class condition.

§8.4. Operation by Tenant - Tenant shall not place any merchandise, vending machines or other articles in any vestibule or entry of the Premises or outside the Premises; shall not allow any sound system in the Premises to be audible outside the Premises; shall keep all mechanical equipment free of vibration and noise; shall not commit or permit any waste or nuisance in the Premises; shall not allow any coin-operated amusement devices, games; shall not permit delivery vehicles to load, unload, park or stand in any service drive or sidewalk; shall comply with all laws, recommendations, ordinances, rules, regulations and other requirements of governmental and quasi-governmental authorities and of insurers at the Terminal Building, including ADA and the regulations promulgated thereunder; shall comply with all recorded covenants; shall not allow any noxious, toxic or corrosive substance in the Premises; shall not place any load on the floor that exceeds the load that floor was designed to carry; and shall not install any equipment that can exceed the capacity of any utility facilities.

§8.5. Competing Operations - Tenant agrees that any business within one (1) mile of the Terminal Building that Tenant operates or manages, directly or indirectly (or in which it has any other interest) and that competes with Tenant's Business at the Terminal Building decreases Percentage Rent under this Lease (which is a major consideration for this Lease). Accordingly, Tenant shall include 50% of the sales of the other business in Gross Sales under this Lease. Landlord may inspect the Gross Sales records of the other business to the same extent as under Section 4.2, and Tenant shall furnish to Landlord reports of gross sales of the other business in the same manner as under Section 4.2.

In the event that there is no Percentage Rent due pursuant to this Lease, Tenant nonetheless agrees that any business within one (1) mile of the Terminal Building that Tenant operates or manages, directly or indirectly, competes with Tenant's Business and, therefore, reduces the number of potential customers to the Premises. Accordingly, Tenant shall not operate any such competing business within one (1) mile of the Terminal Building. Landlord may inspect the Gross Sales records of the other business to the same extent as under §4.2, and Tenant shall furnish to Landlord reports of gross sales of the other business in the same manner as under §4.2.

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§8.6. Dignified Use - Tenant shall not allow the Premises to be used for a public or private auction or any fire, "going out of business," bankruptcy, or similar sale, or for the sale, rental, or display of obscene material (such as nude photos, sexual devices, objects depicting any parts of the body which people do not normally expose to public view, and any similar items commonly associated with a peep show, massage parlor, adult book store, adult videos, head shop, or similar business). In addition, Tenant shall not allow the Premises to be used in any other disreputable or immoral manner and shall allow them to be used only in a dignified and ethical manner consistent with the businesses in the rest of the Airport.

§8.7. Signs, Advertising - Tenant shall not place anything on any exterior door or window of the Premises or on the inside of the Premises if visible from the outside, including signs, decals, advertising, and decorations, that does not comply with the Sign Criteria in Exhibit D or that reflects poorly on the Airport or the County or reflects poor taste, in Landlord's sole opinion. On or before Tenant's execution of this Lease, Tenant shall submit to Landlord for approval its proposal for exterior signage, prepared in conformance with Exhibit D. Tenant's exterior sign shall be installed by Tenant at its expense within thirty (30) days after the Rent Commencement Date. Failure to comply with this Section 8.9 shall, without the necessity of notice from Landlord, constitute a default under this Lease, and Landlord shall be permitted to exercise its remedies as set forth in Section 15.2 hereof.

§8.8. Environmental Compliance - As part of its obligation to comply with laws and other requirements under §8.4, Tenant shall comply with all federal, state, and local environmental laws and regulations, such as the Clean Air Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Superfund Law, and the Toxic Substances Control Act. Tenant shall send Landlord copies of any reports or other filings required by environmental laws and regulations. Tenant shall notify Landlord immediately if Tenant is notified of any potential violation of environmental laws and regulations at the Premises or Terminal Building. If Tenant becomes obligated under environmental laws and regulations to take any remedial action at the Terminal Building, Tenant may not take the action without obtaining Landlord's prior approval.

§8.9. Indemnification by Tenant - Tenant shall indemnify, defend with counsel acceptable to Landlord, and hold Landlord and its appointed and elected officials, officers, directors, employees, agents, volunteers and consultants, free and harmless from any and all liabilities, penalties, damages, claims, causes of action, costs or expenses, including attorneys' fees, remediation and response costs, remediation plan preparation costs, monitoring and closure costs and the costs and expenses investigating and defending any government claims or proceedings, resulting from or attributable to the use or generation of hazardous substances in the Premises. Tenant's indemnification obligations under this Section shall survive the expiration or sooner termination of the Lease Term.

§9. TENANT'S PROPERTY

§9.1. Alterations - Tenant shall not make any alterations, additions or other changes (including painting, decorating and installing signs) to the Premises

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without the written approval of the Landlord. Tenant shall promptly remove any alteration, addition, or other change made without Landlord's prior approval or take any other action as Landlord directs.

§9.2. Removal - During the Lease Term, Tenant may not remove its personal property (such as movable equipment and movable trade fixtures) unless Tenant replaces it with property at least as valuable, and may not remove any property attached to the Premises (such as leasehold improvements, alterations, and additions). Tenant's personal property shall not include lighting, ceiling tiles, the HVAC system and any other installations. At the end of the Lease Term, Tenant shall remove all improvements, alterations, and additions as required by Landlord and, unless Tenant is in default, Tenant also shall remove all of its personal property (such as movable equipment and movable trade fixtures). In each case, Tenant shall repair any damage connected with the removal. If Tenant may remove its personal property at the end of the Lease Term, but fails to, Landlord may both remove it (and repair the removal damage) at Tenant's expense or may allow it to remain in the Premises, in which event it becomes Landlord's property. If Tenant defaults, Landlord may take exclusive possession of Tenant's personal property in the Premises and may use it until all defaults are cured, or Landlord may require Tenant to remove its personal property immediately.

§9.3. Liens - Tenant shall not allow any lien to attach to the Terminal Building or the Premises. For any lien connected with Tenant that attaches or is threatened, Landlord may require Tenant to bond it off or to furnish other indemnity satisfactory to Landlord within 2 days after the attachment or threat. If Tenant fails to act as requested by Landlord, Landlord may take any necessary measures to protect it, and Tenant shall reimburse Landlord for its costs and expenses, plus a 15% administrative fee.

§9.4. Tenant's Taxes - Tenant shall pay when due all municipal, county, federal, or state taxes against its leasehold interest or its personal property at the Premises.

§9.5. Lien on Tenant's Assets - To secure the performance of Tenant's obligations under this Lease, Tenant grants to Landlord a security interest in all of Tenant's equipment, furniture, furnishings, appliances, goods, trade fixtures, inventory, chattels and personal property at the Premises, including after-acquired property, replacements and proceeds. Tenant shall sign any documents to evidence or perfect Landlord's security interest, such as financing statements or additional security agreements, and shall pay all costs and fees to file such documents. Landlord has all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Delaware. Landlord's security interest is subordinate to the lien or security interest of any vendor or lessor of goods or fixtures on the Premises and of any lender taking or succeeding to a purchase money security interest on such goods or fixtures. At Tenant's request and expense, if no default exists under this Lease, Landlord shall sign an instrument, in form and content satisfactory to Landlord, effecting or confirming such subordination. The security interest and lien in this §9.5 are in addition to any landlord's lien provided by the law of Delaware.

Notwithstanding any provision contained in this Article 9, the County owns all property in the Premises which is listed in Exhibit H hereto.

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§10. INSURANCE

§10.1 Property Insurance - Tenant shall carry all insurance listed in Exhibit C hereto.

Tenant waives any right of recovery against Landlord and its agents and employees for a loss covered by the property insurance required under this section, whether or not Tenant actually carries the required insurance, and whether or not Tenant does anything to invalidate the coverage under the terms of the policy.

§10.2 Miscellaneous Insurance Requirements - Tenant shall obtain Landlord's prior approval of Tenant's insurance companies and their policy forms. Each of Tenant's policies must obligate the insurer to notify Landlord (with a copy of the notice to Landlord's Director of Risk Management) in writing at least 30 days before cancellation or modification of such insurance and must provide that the inclusion of additional insureds does not preclude the right of protection under the policy by the named insured for claims made against it by additional insureds where such claims would have been recoverable under the policy had the additional insureds not been covered by the policy. Tenant shall provide Landlord with copies of the policies or with certificates that evidence that such insurance is in full force and that state the terms of the policy. Tenant shall from time to time increase and vary its insurance coverage, as requested by Landlord, so as to comport to industry standards. If Tenant fails to provide copies of the policies or certificates within 10 days after Landlord's request, or if Tenant fails to carry the required insurance, Landlord may obtain the insurance for Tenant, and Tenant shall pay the cost of the insurance, plus a 15% administrative fee, to Landlord on demand.

§10.3. Tenant's Waiver - Tenant waives any right to recover against Landlord, its agents, and employees, for damage to person or property, including consequential damages, and including damage connected with: (a) Landlord's not maintaining any part of the Terminal Building; (b) wind, water, or other natural element; (c) failure to supply any utility service and failure of any utility facilities or systems, including HVAC, electric wiring, and plumbing; (d) broken glass; (e) blockage of sewer pipes or downspouts; (g) bursting, leaking or running over of any vessel or pipe, such as a toilet or waste pipe; (h) the escape of steam or hot water; (i) water, snow or ice; (j) the falling of any fixture, plaster or stucco; (k) damage, theft, vandalism, burglary, malicious mischief, or loss of property of Tenant or others by third parties; (l) the negligence of third parties, including Tenant's customers, other tenants in the Airport, and occupants of nearby properties; (m) and, if the damage is covered by insurance that Tenant is required to carry under this Lease or by any other insurance that Tenant carries, the negligence of Landlord.

§10.4. Policy Requirements - Tenant shall not allow anything to be done in or about the Premises that violates Landlord's insurance policies or prevents Landlord from obtaining a policy in amounts and with companies selected by Landlord. If Tenant allows anything to be done that increases the premium for Landlord's insurance, Tenant shall pay the amount of the increase to Landlord on demand, and Landlord may correct any such condition at Tenant's expense. Since Tenant's Business includes food preparation, Tenant shall install chemical extinguishing devices approved by the fire marshall and by the appropriate insurance

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rating organization and Landlord's property insurer and shall keep such devices under service as required by such organization. If gas is used in the Premises, Tenant shall install manual and automatic gas cut-off devices.

§10.5. Indemnification - Tenant shall indemnify Landlord against all liens, claims, damages, and losses (including court costs and reasonable attorneys' fees) connected with Tenant's control, use, or possession of the Premises or Tenant's operations in the Terminal Building, or with the performance of work upon the Premises by Tenant, its agents, contractors or employees.

§11. ESTOPPEL CERTIFICATE, ATTORNMENT, SUBORDINATION

§11.1. Estoppel Certificate - Tenant shall sign and deliver to any person designated by Landlord recordable certificates that (a) ratify this Lease; (b) state the Possession and Rent Commencement Dates and the date the Lease Term expires; and (c) state that this Lease is in full force and has not been assigned or amended (except as stated); (d) state that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any); (e) state that neither Tenant nor Landlord is in default under this Lease or have failed to perform their obligations under this Lease (or stating the default or the failure); (f) state that no defenses or offsets against the enforcement of this Lease by Landlord exist (or, if any, stating those claimed), (g) state the advance rent, if any, paid by Tenant, (h) state the date to which rent has been paid, (i) state the amount of any security deposited with Landlord, and (j) contain such other information as Landlord reasonably requires. The certificate binds Tenant, and anyone who receives a certificate may rely on it.

§11.2. Attornment - If Landlord transfers any of its interest in any of this Lease or the Terminal Building (including assignment of this Lease to a mortgagee as security and any subsequent transfer by foreclosure sale), Tenant shall attorn to the transferee (or, in the case of conditional assignments, shall agree to attorn to the assignee if the condition occurs) and shall recognize the transferee as Landlord under this Lease. At Landlord's request, Tenant shall sign an attornment agreement in the form required by Landlord. If Landlord transfers its entire interest in this Lease, its liability under this Lease terminates on the date of the transfer (including liability for any Security Deposit transferred to the transferee-Landlord).

§11.3. Subordination - This Lease is subject to all matters of record at the Lease Commencement Date and to any interests in the Terminal Building created during the Lease Term and is subject to any leases under which Landlord holds possession at the date of this Lease and at any other time during the Lease Term. Tenant may not violate the restrictions and conditions in any matter of record at the Lease Commencement Date. Unless requested otherwise by a lender as to its lien, this Lease is also subject to the liens connected with any method of financing, whether created before or during the Lease Term, against all or part of the Airport, and to all renewals, modifications, replacements, consolidations and extensions of the liens. The subordination in this section is self-operative so that no other documents are necessary to subordinate Tenant's interest under this Lease. However, Tenant shall sign any document requested by Landlord, a lender, or other interest owner to further evidence the subordination.

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§11.4. Signing Deadline - Tenant shall sign and deliver documents under this §11 within 10 days after Tenant receives the documents.

§12. ASSIGNMENT AND SUBLETTING

Tenant shall have no right to assign this Lease or sublet the Premises. If this Lease is assigned or the Premises are sublet, it shall be a default under this Lease and the Landlord may avail itself of the remedies under §15.2 hereof.

"Assign," "sublet," "assignment," and "subletting" means any sale of the Tenant's business or sale of Tenant's stock, assignment, mortgage, pledge and any other transfer of this Lease or any interest in this Lease or in any improvements to the Premises; any sublet of all or any part of the Premises; any license, concession, and lease of departments in the Premises; any occupancy by anybody other than Tenant; and any change of control of Tenant (such as the appointment of an attorney-in-fact for Tenant, or the sale, issuance, or retirement of stock in a corporate Tenant, membership shares in a limited liability company, or of partnership interests in a partnership Tenant or of beneficial interests in a trust Tenant).

§13. CASUALTY DAMAGE

§13.1. Rebuilding by Landlord - Except if this Lease is terminated under §13.3, if the Premises are damaged by casualty, Landlord shall promptly repair the damage to put the Premises in the same condition as before the casualty (excluding Tenant's leasehold improvements installed by Tenant as a part of Tenant's Work or installed as additions or alterations, and excluding Tenant's merchandise, trade fixtures, furnishings, and equipment). However, Landlord is not required to spend more for rebuilding the Premises than that part of the insurance proceeds received by Landlord that is attributable to the Premises, less that part of all expenses, costs, legal fees and court costs incurred by Landlord in connection with such award and that are attributable to that part of the award.

§13.2. Rebuilding by Tenant - Except if this Lease is terminated under §13.3, if any of Tenant's leasehold improvements installed by Tenant as a part of Tenant's Work or installed as additions or alterations, or any of Tenant's merchandise, trade fixtures, furnishings, and equipment are damaged by casualty, Tenant shall promptly replace it with items as nearly the same as reasonably possible within 30 days after Landlord substantially completes its rebuilding work. Tenant may close Tenant's Business during the rebuilding only with Landlord's approval, and if Tenant has so closed, it shall reopen for business by the 30th day after Landlord substantially completes its rebuilding work.

§13.3. Landlord's Termination Right - If the Premises or the Terminal Building are damaged by casualty and the cost to restore the Premises or the Terminal Building exceeds 50% of the cost to rebuild the entire Premises or if other premises are damaged or destroyed and Landlord deems it necessary to raze the premises, then Landlord may terminate this Lease effective as of the date of the casualty by notifying Tenant within 60 days after the casualty.

§13.4. Proportionate Rent Adjustment - If the Premises are damaged by casualty, Minimum Annual Rent, Base Sales, and other charges payable by Tenant

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adjust in proportion to the part of the Premises that Tenant cannot occupy because of the damage or the rebuilding work.

§14. CONDEMNATION

§14.1. Definitions - "Condemnation" means a taking by exercise of the power of eminent domain and any conveyance in lieu of such a taking, whether permanent or temporary (if more than 6 months), by any public or quasi-public authority in appropriate proceedings, and includes any governmental action preventing or substantially restricting use of the Premises for permitted activities or of the Common Areas for access and parking for more than 6 consecutive months. The "date of condemnation" is the date the condemning authority takes possession of the condemned area.

§14.2. Extent/Termination - If 10% or more of the Premises is condemned, or 15% or more of the Terminal Building or of the parking spaces in the Common Areas is condemned, then Landlord may terminate this Lease by notice to Tenant within 90 days after the date of condemnation.

§14.3. Rebuilding - If less than 10% of the Premises or less than 15% of the Terminal Building or of the parking spaces in the Common Areas are condemned, or if Landlord does not terminate this Lease under §14.2, then Landlord shall promptly rebuild the Premises and the Terminal Building on the land remaining to a complete unit of a quality and character as close as practical to that which existed before the condemnation (excluding Tenant's merchandise, trade fixtures, furnishings, and equipment). Tenant shall promptly replace its merchandise, trade fixtures, furnishings, and equipment in the Premises within 30 days after Landlord substantially completes its rebuilding work. Tenant also shall rebuild Tenant's Work within the same time period if that part of the condemnation award received by Landlord that is attributable to the Premises is not sufficient for Landlord to rebuild the Premises. Tenant may close Tenant's Business during the rebuilding only with Landlord's approval, and if Tenant has so closed, it shall reopen for business by the 30th day after Landlord substantially completes its rebuilding work. However, Landlord is not required to spend more on the rebuilding than that part of the condemnation award received by Landlord that is attributable to the area to be rebuilt, less that part of all expenses, costs, legal fees and court costs incurred by Landlord in connection with such award and that are attributable to that part of the award.

§14.4. Effect on Rent - If Landlord terminates this Lease under §14.2, rent abates as of the date of termination. Landlord shall refund to Tenant that part of any rent paid in advance for a period after the condemnation. If Landlord does not terminate this Lease under §14.2, Minimum Annual Rent, Base Sales, and other charges adjust to reflect the nature and extent of the condemnation of the Premises, both during the rebuilding and after the rebuilding has been completed.

§14.5. Award - Landlord may receive all of any award for the condemnation of the Premises or the Terminal Building, including any part of the award for the leasehold, reversion, and fee. However, Tenant may make a separate claim against the condemning authority for Tenant's cost to move its merchandise, furniture, fixtures, leasehold improvements and equipment.

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§15. TENANT'S DEFAULT

§15.1. Default Defined - Tenant "defaults" under this Lease if:

a. Tenant fails to pay any rent or any other charges when due from Tenant under this Lease; except that for the first 2 late payments during the Lease Term, Tenant defaults only if it fails to make the payment within 10 days after the payment is due; or

b. Tenant fails to open the restaurant for three consecutive days without the written permission of the Landlord.

c. Tenant submits a report, statement, certificate, or other document to Landlord that is false or misleading, as determined by Landlord; or

d. Tenant fails to conduct Tenant's Business in the Premises as required by §8; or

e. possession of any of the Premises is held by any person other than as permitted under this Lease; or

f. Tenant, or Tenant's guarantor, commences any proceeding for reorganization, adjustment, liquidation, dissolution, composition, or arrangement of it or its debts under any law providing relief for debtors, such as bankruptcy or insolvency; or assigns any of its assets for the benefit of creditors; or applies for the appointment of a receiver, guardian, conservator, trustee, or other similar officer to take charge of a substantial part of its business; or otherwise makes arrangements under any present or future law to provide a plan for it to settle, satisfy, or extend the time for the payment of its debts; or generally does not pay its debts as they become due or admits in writing its inability to pay its debts; or takes any corporate action to authorize any of the actions in this §15.1(e); or

g. Tenant, or Tenant's guarantor, is adjudicated bankrupt or insolvent, and if the adjudication is not reversed within 60 days thereafter; or a receiver, guardian, conservator, trustee, or other similar officer is appointed to take charge of a substantial part of Tenant's business, and if the appointment is not voided within 60 days thereafter; or a proceeding for reorganization, adjustment, liquidation, dissolution, composition, or arrangement of it or its debts under any law providing relief for debtors, such as bankruptcy or insolvency, is commenced against Tenant, and if the proceeding is not dismissed within 60 days thereafter; or Tenant is required to otherwise make arrangements under any present or future law to provide a plan for it to settle, satisfy, or extend the time for the payment of its debts; or any execution or attachment is issued against Tenant, its interest in this Lease, or any of Tenant's property, and in connection with the execution or attachment the Premises may be taken or occupied or attempted to be taken or occupied by someone other than Tenant, and if the execution or attachment is not voided within 60 days thereafter; or

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h. any action occurs by or on behalf of, or against, or regarding the property or affairs of Tenant's guarantor (if any) of this Lease, that would constitute a default by Tenant if taken by, against or with respect to Tenant, its property or affairs; or

i. Tenant fails to perform or observe any of its other obligations under this Lease within 15 days after notice from Landlord to Tenant specifying the failure, or if the failure cannot be cured by due diligence within that day period, Tenant fails to commence curing within the 15 day period or to continue curing the failure with due diligence after that period.

§15.2 Landlord's Remedies- If Tenant defaults, Landlord may treat the default as a breach of this Lease, and in addition to any and all other rights or remedies of Landlord in this Lease or at law or in equity, Landlord may do any or all of the following, without further notice or demand to Tenant or any other person:

§15.2.1 Termination - Landlord may declare the Lease Term ended (even after it has relet the Premises without terminating this Lease) and may re-enter and retake possession of the Premises and remove all persons and property from the Premises. If Landlord terminates this Lease under this §15.2.1, Tenant shall pay to Landlord, in addition to any other amounts Tenant is obligated to pay to Landlord under this Lease:

a. any unpaid rent, including interest at the Default Rate, that is due when this Lease is terminated; plus

b. that rent, including interest at the Default Rate, that would have been earned after termination until the time of judgment; plus

c. the present value (using a discount rate of 5%) of the excess, if any, of the total rent and charges under this Lease for the remainder of the Lease Term over the then reasonable rental value of the Premises for the remainder of the Lease Term. The total rent payable by Tenant for each Lease Year after default equals the average Minimum Annual and Percentage Rents that Tenant was obligated to pay from the Rent Commencement Date to the time of default or during the 2 full Lease Years before default, whichever period is shorter; plus

d. any other amount necessary to compensate Landlord for its damages connected with Tenant's failure to perform its obligations under this Lease, such as costs to re-enter and retake possession of the Premises and remove all persons and property from the Premises, to alter, repair, and decorate the Premises, and reasonable attorneys' fees, brokerage commissions, advertising, and other reletting costs; plus

e. such other amounts, in addition to or in lieu of the foregoing, as may be permitted from time to time by applicable law.

Nothing in this Lease limits Landlord's right to recover as damages in any bankruptcy, insolvency, receivership, reorganization or arrangement preceding the maximum allowed by the law then governing such proceedings, even if that amount is greater than the amount Landlord

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may recover under this Lease. In addition, if Tenant seeks protection from creditors under the Federal Bankruptcy Act, or if any petition is filed under that Act to adjudicate Tenant as bankrupt, Landlord is entitled to the rights under §365(b)(3) of the Act (as amended) regarding a lease of real property.

§15.1 Rent Suit without Re-entry/ Termination- Landlord may sue to collect rent (as it accrues under this Lease) and damages (including reasonable attorneys' fees and the cost to renovate the Premises) without retaking possession of the Premises or terminating this Lease.

§15.2.1 Re-entry without Termination- Landlord may re-enter and retake possession of the Premises from Tenant by summary proceedings or otherwise and remove Tenant and any other occupants from the Premises in such manner as Landlord deems advisable with or without legal process and using self-help if necessary. Landlord also may remove from the Premises all or any of the personal property in the Premises and may place it in storage at a public warehouse at the expense and risk of the owner or owners thereof. "Re-enter" or "re-entry" as used in this Lease are not restricted to their technical meaning but are used in their broadest sense. Neither Landlord's commencement and prosecution of any action in unlawful detainer, ejectment or otherwise, nor Landlord's execution of any judgment or decree obtained in any action to recover possession of the Premises, nor any other re-entry and removal, terminates this Lease (even if the re-entry is done under summary proceedings or otherwise) or discharges Tenant from any obligation under this Lease. In any of such events, Tenant continues to be liable to pay rent and to perform all of its other obligations under this Lease, and Tenant shall pay to Landlord all monthly deficits in rent, after any such re-entry, in monthly installments as the amounts of such deficits from time to time are ascertained. If Landlord retakes possession, Landlord may relet parts or all of the Premises for terms greater or less than or equal to the unexpired part of the Lease Term on such terms and conditions and for such rent as the Landlord deems proper. Landlord shall apply the rent from such reletting (if and when received): first, to pay any indebtedness other than rent due under this Lease from Tenant to Landlord; second, to pay any cost to relet (including costs to alter, repair or decorate the Premises as Landlord deems advisable); third, to pay rent due and unpaid under this Lease; and the residue, if any, to be held by Landlord and applied to pay future rent as it becomes due. If the rent received from reletting, after being applied as required in this §15.2.3, is not enough to pay the rent under this Lease, then Tenant shall pay such deficiency to Landlord each month. Tenant has no right to any excess. Tenant also shall pay to Landlord, as soon as ascertained, any costs to relet, alter, and repair not covered by the rent received from reletting, including brokerage commissions and reasonable attorneys' fees. Nothing in this Lease obligates Landlord to relet all or any part of the Premises.

§15.2. Waiver of Rights of Redemption - To the extent permitted by law, Tenant waives all rights of redemption under any present or future laws.

§15.3. No Counterclaim - Tenant may not interpose any counterclaim in any proceedings Landlord brings against Tenant for its default under this Lease, but Tenant may assert such claims in a separate action brought by Tenant.

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§15.4. Landlord's Right to Recover Fees & Expenses - If Tenant defaults under this Lease and Landlord files suit to enforce its rights, Tenant shall pay Landlord's costs and expenses connected with the suit (including reasonable attorneys' fees and court costs), even if Tenant pays rent after the suit is filed, but before judgment is rendered.

§15.5. Waiver of Trial by Jury - Tenant waives trial by jury in any action, proceeding or counterclaim brought by Landlord against Tenant in connection with this Lease or the Premises.

§15.6. Cure Right - Without waiving any claim for damages, Landlord may cure Tenant's default at Tenant's expense (including a 15% administrative fee), and, in an emergency, Landlord may also cure a failure that has not ripened into a default after only oral notice has been attempted.

§16. DEFAULT BY LANDLORD

§16.1. Landlord's Defaults - Landlord defaults under this Lease if it fails to cure a breach of Tenant's covenant of quiet enjoyment (see §2.1) within 30 days (or such additional time as is reasonably required to correct any such default) after written notice to Landlord by Tenant, specifically describing such failure. Landlord's failure to maintain or to repair under §6.1 breaches Tenant's covenant of quiet enjoyment if the failure constitutes a constructive eviction.

§16.2. Notice to Mortgagee - If the holder of a mortgage or other lien against the Premises or Terminal Building or this Lease gives written notice of its address to Tenant, Tenant shall send the holder a copy of any default notice given to Landlord. If Landlord defaults under this Lease, Tenant shall notify the holder in writing of the default, and the holder may (but is not obligated to) cure the default within a reasonable period before Tenant may exercise any of its rights by reason of Landlord's default.

§16.3. Limitation on Liability - In the event of a default by Landlord, Tenant may recover only to the extent of Landlord's interest in the Premises and Tenant may not recover against any employee, elected officials, council member, director, official, agent, partner or consultant of Landlord or against any other assets of Landlord. In the event of a transfer of its interest by Landlord, Landlord shall be released from all obligations, except those arising prior to transfer, upon the assumption of liability under this Lease by the transferee.

§17. MISCELLANEOUS

§17.1. Access by Landlord - Landlord and its agents may enter and examine the Premises at reasonable times and may also enter the Premises to show them to prospective purchasers and other persons. During the last 6 months of the Lease Term, Landlord may maintain in and on the Premises notices deemed advisable by Landlord. Landlord and its agents may enter the Premises to maintain, repair, and replace as Landlord deems necessary. Rent does not abate during any entry, and nothing in this §17.1 obligates Landlord to maintain, repair, or replace. In addition, during any apparent emergency, Landlord and its agents may

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enter the Premises forcibly with no liability for the entry and without affecting Tenant's obligations under this Lease.

§17.2. Joint and Several Liability - If Tenant is more than one person, Tenant is bound jointly and severally by this Lease.

§17.3. Waiver - Landlord and Tenant may waive rights under this Lease only in writing. However, where this Lease provides time periods within which a party must notify the other party to exercise a right of the notifying party, the notifying party's failure to provide the notice within the time period waives that right in that instance. Landlord does not waive a default if it accepts rent or if it fails to exercise any of its remedies for a default. A waiver by Landlord or Tenant does not implicitly waive any other right under this Lease, nor does it implicitly waive the same right for past or future situations.

§17.4. Accord and Satisfaction - Landlord may accept any payment from or on behalf of Tenant and apply it to any obligation of Tenant. Landlord's acceptance of the payment satisfies only the obligation to which Landlord has applied the payment and only to the extent the payment is sufficient to satisfy that obligation. Landlord's acceptance of the payment does not prejudice Landlord's right to recover any and all other amounts owed by Tenant under this Lease and Landlord's right to pursue any other available remedy. Landlord may disregard any endorsement or statement on any check or letter concerning the purpose of any payment, and no endorsement or statement on any check or letter constitutes an accord and satisfaction.

§17.5. Entire Agreement; Changes in Writing - There are no representations, warranties, agreements, or conditions between Landlord and Tenant except as set forth in this Lease. No change to this Lease binds Landlord or Tenant unless in writing and signed by the party to be charged.

§17.6. No Partnership - Landlord is not Tenant's partner, employer, principal, master, agent or joint venture by reason of this Lease.

§17.7. Force Majeure - Landlord is excused from performing any act required under this Lease while it is delayed for a reason beyond its control, such as a strike, lockout, labor trouble, labor, material, or equipment shortage, governmental or quasi-governmental law or regulation, power failure, adverse weather, fire, riot, insurrection, or war.

§17.8. Submission of Lease - Submission of this Lease to Tenant does not constitute an offer to lease. This Lease becomes effective only when Landlord signs it and delivers it to Tenant. By signing this Lease and delivering it to Landlord, Tenant grants Landlord an irrevocable option to accept this Lease by signing it and sending it to Tenant within 60 days after Landlord receives it.

§17.9. Notices - All notices, consents, approvals and other communications required or permitted under this Lease must be written (except for emergencies, where oral notice is sufficient, if followed immediately by written notice) and

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must be sent to Landlord at its Notice Address (Landlord's address on page 1 of this Lease), and to Tenant at its Notice Address (Tenant's address on page 1 of this Lease).

All notices must be sent to the other party's Notice Address either by private delivery service (such as a local courier or Federal Express) with provision for acknowledgment of receipt by the recipient, or by certified mail (return receipt requested), postage prepaid. Notices sent as required by this Lease that are delivered to the other party's Notice Address during normal business hours are effective when delivered even though the other party fails to acknowledge receipt. Either party may notify the other of a new Notice Address at any time. Tenant shall send a copy of any notice of Landlord's default to any mortgagee under §16.2.

§17.10.Section Titles - This Lease must be construed without reference to section titles, which are inserted only for convenient reference.

§17.11.Number and Gender - The masculine, feminine, or neuter gender in this Lease means the correct gender applicable, and the singular includes the plural, and conversely, as the context requires.

§17.12.Broker's Commission - Each party represents that it has not dealt with any broker on this Lease. Each party shall indemnify the other against any losses, claims, and damages (including brokerage claims and reasonable attorneys' fees) arising from the falsity of its representation.

§17.13.Partial Invalidity - If any provision of this Lease or its application to any person or circumstance is invalid or unenforceable, the remainder of this Lease, or the provision's application to other persons or other circumstances, is not affected. Landlord and Tenant intend each provision of this Lease to be valid and enforceable to the fullest extent permitted by law.

§17.14.Recording - Tenant may not record this Lease or any memorandum or short form of this Lease in the public records. At Landlord's request, Tenant shall sign a recordable short form or memorandum of lease containing the terms required by statute and any other terms that Landlord wants to include, which Landlord may record at Landlord's expense.

§17.15.Applicable Law - Landlord and Tenant intend that this Lease be construed under the laws of the state in which the Premises are situated.

§17.16.Not Construed Against Drafter - Both parties have had full opportunity to negotiate the terms of this Lease, and neither party intends that this Lease be construed for or against either party because of that party's role in drafting this Lease.

§17.17.Include, Shall, May - "Include," "includes," and "including" mean considered as part of a larger group, and not limited to the items recited. "Shall" means "is obligated to"; "may" means "is permitted to, but is not obligated to."

§17.18.Attorney-in-Fact - By its failure to sign documents or do other things required of Tenant under this Lease, Tenant irrevocably appoints Landlord as its

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duly authorized agent and attorney-in-fact (which is coupled with Landlord's interest in the Premises under this Lease) to sign the documents and do the things on Tenant's behalf.

§17.19.Survival - All of Tenant's obligations under this Lease that have accrued, but have not been performed, survive the end of the Lease Term (or, an assignment of Tenant's interest, in the case of a Tenant assigning its interest and being released from liability with Landlord's approval), including the security interest created by this Lease if this Lease terminates in connection with Tenant's default. In addition, Tenant's obligation to indemnify Landlord under §10.6 survives the end of the Lease Term (or, an assignment of Tenant's interest) for Tenant's failure to comply with environmental laws and regulations under §8.10, even though Tenant's obligation to indemnify may not have accrued at the end of the Lease Term (or, at the assignment of Tenant's interest).

§17.20.Corporate Resolutions; Attorney's Opinion - If Tenant is a corporation, it shall furnish to Landlord (when it signs this Lease) certified copies of a resolution of its Board of Directors authorizing Tenant to enter into this Lease in the form of the Tenant's Resolutions attached as **Exhibit F**. If Tenant's guarantor is a corporation, Tenant shall furnish to Landlord (when it signs this Lease) certified copies of a resolution of its guarantor's Board of Directors authorizing the guarantor to guarantee Tenant's obligations under this Lease in the form of the Guarantor's Resolutions attached as **Exhibit F**. Tenant also shall furnish to Landlord an opinion of counsel regarding Tenant's and its guarantor's corporate standing and their signing of this Lease and the Guaranty, respectively (in the form of the Attorney's Opinion attached as **Exhibit F-1**).

§17.21.Cost of Performance - Except as provided otherwise in this Lease, the party obligated to perform an obligation is also obligated, as between Tenant and Landlord, to pay the cost of performance.

§17.22.No Implications - References in this Lease to any or all other parts of this Lease, such as "as provided otherwise in this Lease," or "as permitted by this Lease," or "as required in this §15.2.3," refer to the express terms of that part or of the entire Lease, and neither party intends to refer to any implied terms.

§17.23.Time of the Essence - Time is of the essence as to all matters in this Lease.

§17.24.Landlord's Consent - If, at any time during the Lease Term or any extension or renewal hereof, Tenant requests from Landlord: (i) Landlord's consent to a proposed name change; (ii) Landlord's consent to a modification of Tenant's signage; (iii) subordination of Landlord's rights to a lien on, or lease of, Tenant's trade fixtures; or (iv) any other compliance or consent which is separate from the initial leasing of the Premises, then, in any of such events, Tenant shall pay to Landlord as additional rent, within seven (7) days from the date of an invoice sent to Tenant, any and all reasonable costs (including attorneys' fees) incurred by Landlord with respect to any such request by Tenant. The foregoing shall not constitute consent by Landlord to any of such requests.

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§17.25.Financial Reports - Within one hundred twenty (120) days after the end of each calendar year in the Lease Term, Tenant shall deliver to Landlord (a) complete financial statements (balance sheets, statements of income, equity and cash flows, and footnotes) certified as correct by Tenant (or an officer of Tenant if Tenant is a corporation), and (b) if the foregoing financial statements are not audited, signed federal and state tax returns for the preceding calendar year. All financial statements delivered to Landlord shall be prepared in accordance with generally accepted accounting principles consistently applied, or on an income tax basis. If Tenant obtains an audited financial statement at any time during the Lease Term, Tenant shall provide Landlord with a copy thereof promptly after it is obtained by Tenant.

Executed as of the date first written above:

LANDLORD:

ATTEST:

SUSSEX COUNTY, DELAWARE

By:_____
Name:
Title:

By:_____
Name: Michael H. Vincent
Title: President County Counsel

A. Corporate Tenant

ATTEST:

TENANT:

DELI DAYS, LLC

By:_____
Name:
Title:

By:_____
Name: Matthew T. Evans
Title: President

WITNESS: _____

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State of Delaware)
)
County of Sussex)

I certify that on this date of _____, 2013, Michael H. Vincent, as President of Sussex County Council, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing instrument, acknowledged before me that he holds the title set forth above and that he executed the instrument on behalf of the Sussex County Council by proper authority and as the act of the Sussex County Council for the purposes therein stated.

_____
Notary Public with authority in the jurisdiction above

My Commission Expires: _____

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State of Delaware)
)
County of Sussex)

I certify that on this date of _____, 2013, Matthew T. Evans, as the President of Deli Days, LLC, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing instrument, acknowledged before me that he holds the title set forth above and that he executed the instrument on behalf of the corporation by proper authority and as the act of the corporation for the purposes therein stated.

_____
Notary Public with authority in the jurisdiction above

My Commission Expires: _____

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EXHIBIT A

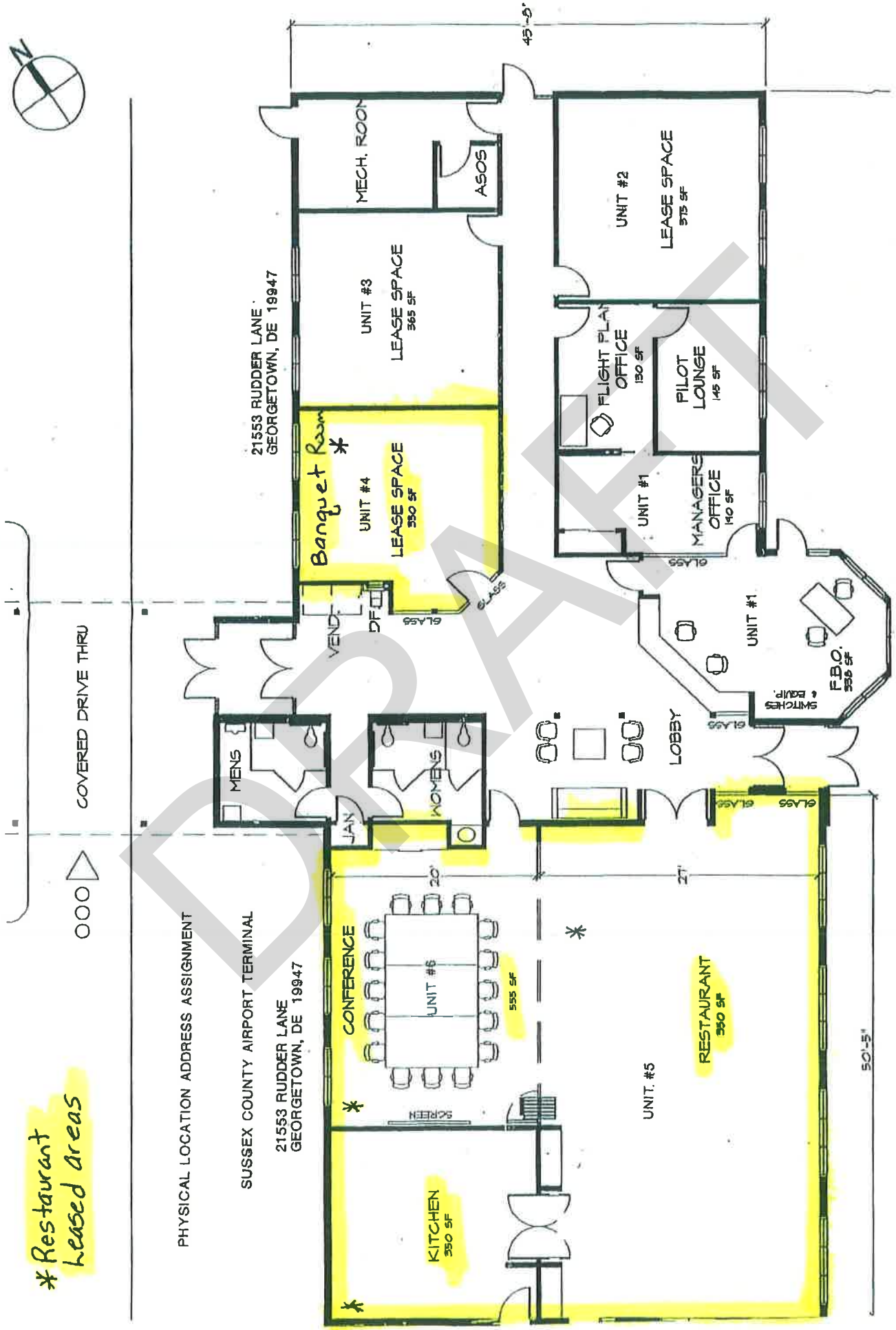

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EXHIBIT B
RULES AND REGULATIONS

1. Tenant shall comply with all laws and regulations of government authorities.

2. Tenant shall keep garbage and other refuse in rat-proof containers inside the Premises not visible to the general public and shall regularly remove it from the Premises. Tenant shall not burn trash, refuse or waste materials.

3. Tenant shall load and unload goods only in designated areas and shall promptly remove from the loading dock all goods placed there. Tenant is responsible for its goods during removal.

4. Tenant shall not permit any waste or nuisance in the Premises.

5. Tenant shall not permit any sound system or advertising medium which can be experienced outside of the Premises, including flashing lights, searchlights, loudspeakers, phonographs, radios or televisions.

6. Tenant shall not place merchandise, vending machines or other articles in any vestibule or entry of the Premises or outside the Premises.

7. Tenant shall not bring or keep on the Premises any flammable, combustible or explosive fluid, chemical or other substance.

8. Tenant shall not keep in the Premises any animals, birds, or reptiles.

9. Tenant shall not permit any coin-operated amusement devices and games in the Premises.

10. Tenant shall not permit any noxious, toxic or corrosive substance.

11. Tenant shall not place a load on any floor in the Restaurant which exceeds the floor load per square foot which that floor was designed to carry.

12. Tenant shall not damage or deface any sign, light, landscaping, or other improvements in the Terminal Building, or the property of customers or employees in the Terminal Building.

13. Tenant shall not conduct any public or private auction or fire sale, going out of business sale, bankruptcy sale, or similar sale at the Premises.

14. Except with Landlord's prior written consent, Tenant shall not:

(a) peddle or solicit orders for goods or services outside the Premises.

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(b) distribute any circular, booklet, handbill, placard or other material, nor solicit membership in any organization, group or association or contribution for any purposed outside the Premises.

(c) use any Common Areas for any purpose without the prior written consent of the Landlord.

(d) provide entertainment or special events on the Premises.

15. Tenant is responsible for protecting the Premises and Tenant's property from theft and robbery, and shall keep all doors, windows and transoms securely fastened when Tenant is not open for business.

16. If Tenant shall install chemical extinguishing devices approved by the appropriate insurance rating organization and by Landlord's property insurer and shall keep such devices under service as required by such organization. If gas is used in the Premises, Tenant shall install manual and automatic gas cut-off devices.

17. The County shall have right to review the restaurant menu, from time to time, and offer its suggestions thereto.

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EXHIBIT C

INSURANCE

(a) Property and Business Income Insurance. Tenant shall secure and maintain, at its own expense, all risk (special form) property insurance which insures against direct physical loss of or damage to Tenant's personal property, removable trade fixtures and tenant-owned equipment located in or at the Leased Property, on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of all such property located therein. Tenant shall also secure all risk (special form) business income and extra expense insurance in amounts satisfactory to protect its interests for loss of income or extra expense that result from direct physical loss of or damage to covered property, fixtures and equipment located in or at the Premises. The Landlord shall be an insured on Tenant's property and business income insurance as its interests may appear.

(b) Waiver of Subrogation. To the fullest extent permitted by law, Tenant waives any right of recovery from Landlord, and its appointed and elected officials, employees, officers, directors, agents, volunteers and consultants, for any loss of or damage to the Tenant's personal property, removable trade fixtures and tenant-owned equipment (or resulting loss of income or extra expense), by reason of any peril required to be insured against under this Lease, regardless of the cause of origin, including the negligence of the Landlord and its appointed and elected officials, officers, directors, employees, agents, volunteers and consultants. To the fullest extent permitted by law, Tenant's property insurer shall not hold any right of subrogation against Landlord and its appointed and elected officials, officers, directors, employees, agents, volunteers and consultants. Tenant shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any property and/or business income insurance policies maintained by Tenant. Any deductible amount(s) selected by Tenant shall be the sole responsibility of Tenant.

(c) Commercial General Liability Insurance. Tenant shall secure and maintain at its own expense, commercial general liability insurance which insures against bodily injury, property damage, personal and advertising injury claims arising from the Tenant's occupancy of the Leased Property or operations incidental thereto, with minimum limits of:

$1,000,000 - each occurrence;
$1,000,000 - personal and advertising injury limit;
$2,000,000 - general aggregate; and
$2,000,000 - products/completed operations aggregate
Umbrella Policy – $1,000,000 per occurrence and $1,000,000 aggregate

Such insurance shall be endorsed to name Landlord and its appointed and elected officials, directors, employees, agents, volunteers and consultants as additional insureds.

(d) Liquor Legal Liability Insurance. If the Tenant elects to sell, serve or furnish alcoholic beverages on the Leased Property. Tenant shall secure and maintain, at its own expense, Liquor Legal Liability Insurance which insures against injury claims arising from the Tenant selling, serving or furnishing alcoholic beverage on or from the Lease Property, with minimum limits of:

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$1,000,000 - each common cause, and
$1,000,000 - annual aggregate

Such insurance shall be endorsed to name Landlord and its appointed and elected officials, officers, directors, employees, agents, volunteers and consultants as additional insureds.

(e) Workers Compensation & Employers Liability. Tenant shall secure and maintain, at its own expense, workers compensation insurance and employers liability insurance. The workers compensation insurance must satisfy Tenant's workers compensation obligation to its employees in Delaware. Employers' liability insurance must be secured with minimum limits of $100,000 for bodily injury by accident, $100,000 each employee for bodily injury by disease, and a $500,000 policy limit for bodily injury by disease.

(f) Evidence of Insurance/Insurers. Tenant shall furnish certificates of insurance, acceptable to Landlord, and its appointed and elected officials, officers, directors, employees, agents, volunteers and consultants, evidencing all policies required above at execution of this Agreement and prior to each renewal thereafter. Such insurance shall be written with insurers licensed to do business in Delaware, with a current Best's Financial Strength of "A-" or better, and a financial size category of "Class VIII" or higher, unless Landlord grants specific approval for an exception. Such policies shall be endorsed and such certificates shall provide that no cancellation, non-renewal or material reduction in coverage can take effect unless 30 days prior written notice by registered mail is furnished to Landlord. Liability policies required herein may not be written on a "claims made" basis without the prior written approval of Landlord. If Tenant shall fail, refuse or neglect to secure and maintain any insurance required of Tenant or to furnish satisfactory evidence or insurance, Landlord shall have the right to purchase such insurance. All such payments made by Landlord shall be recoverable by Landlord from Tenant, together with interest thereon, as additional rent promptly upon being billed therefore.

(g) All policy limits as stated herein shall be adjusted every five (5) years in accordance with increases in the consumer price index to levels satisfactory to Landlord.

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EXHIBIT D

SIGN CRITERIA

The County shall have the right to review and approve all signs prior to their use.

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EXHIBIT E
DECLARATION OF OCCUPANCY

DATE OF DECLARATION: _____, 2013

DATE OF LEASE: March 15, 2013

LANDLORD: Sussex County, Delaware

TENANT: Deli Days, LLC
T/A Arena's at the Airport
149 Rehoboth Avenue
Rehoboth Beach, DE 19971

Under §3.5 of the Lease, Landlord and Tenant agreed to sign this Declaration of Occupancy. Accordingly, Landlord and Tenant declare that:

1. The Possession Date under the Lease is March 15, 2013.

2. The Rent Commencement Date under the Lease is September 1, 2013.

3. Not counting Options to Extend, if any, the Lease Term expires on March 31, 2018.

4. As of the date of this Declaration, Tenant has no claims, defenses, or rights of set-off against rent and additional rent under the Lease.

5. The Lease is now in full force and effect.

ATTEST:

By: _____ (SEAL)
Name:
Title:
President

SUSSEX COUNTY, DELAWARE

By: _____(SEAL)
Michael H. Vincent
Title: President Sussex County Council

A. Corporate Tenant

ATTEST:

By: _____(SEAL)
Name:
Title:

TENANT: DELI DAYS, LLC

By: _____(SEAL)
Name: Matthew T. Evans
Title: President

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EXHIBIT F

CERTIFICATE OF RESOLUTION

I, Matthew T. Evans, the undersigned President of Deli Days, LLC, a Delaware corporation ("the Corporation"), do hereby certify that the following is a true copy of a resolution duly adopted at a special meeting of the Board of Directors of the Corporation on the ____day_____, 2013 and recorded in the minutes of said meeting:

> RESOLVED, that the Corporation should enter into a lease with Sussex County, Delaware for space in the Airport Terminal Building in the form presented to the Directors at this meeting, with such changes as the President of the Corporation shall approve (such approval being conclusively demonstrated by execution and delivery of lease by the Corporation).
>
> FURTHER RESOLVED, that
>
> Matthew T. Evans, President
>
> of the Corporation be, and they are hereby, authorized to execute and deliver the lease and such further documents as may be necessary or appropriate to carry out the interest of the foregoing resolution.

ITS WITNESS, the undersigned has executed this certificate as of _____, 2013.

_____
Matthew T. Evans
President

[SEAL]

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EXHIBIT F-1
OPINION OF COUNSEL

TO SUSSEX COUNTY, DELAWARE

RE: Restaurant at Sussex County Airport Terminal Building

Ladies and Gentlemen:

Please be advised that this law firm represents Deli Days, LLC. ("the Corporation"), which was organized and incorporated under the laws of the State of Delaware, is qualified to do business in the State of Delaware and is in good standing under the laws of the State of Delaware.

It is my opinion as counsel to the Corporation that it has the power and authority to enter into the lease March 15, 2013 ("the Lease") with Sussex County, Delaware for the Restaurant located within the Sussex County Airport Terminal Building. All required corporate action has been taken to authorize the Corporation to enter into said Lease, and to authorize the officers who have executed said Lease to execute and deliver it on behalf of the Corporation.

This opinion may be relied upon by Sussex County, Delaware and its successors and assigns as Landlord under the Lease.

Very truly yours,

_____

Name:
Firm:
Address:

Phone Number: ( )

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EXHIBIT G

GUARANTY

DATE: March 15, 2013

DATE OF LEASE: March 15, 2013

LANDLORD: Sussex County, Delaware

TENANT: Deli Days, LLC

GUARANTOR(S): Matthew T. Evans

Phone Number (302) 236-2573

SUSSEX COUNTY AIRPORT TERMINAL BUILDING:

For value received, and in consideration of and as an inducement to Landlord's signing the Lease, Guarantor(s) agrees as follows:

§1. **Guaranty** - Guarantor(s) absolutely guarantees to Landlord the full and complete payment of the rent and other charges to be paid by Tenant under the Lease and the full and complete performance of all of the other obligations of Tenant under the Lease.

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§2. **Additional Agreements -** Guarantor(s) also agrees that:

a. without notice to or consent of Guarantor(s), and, without affecting the obligation of Guarantor(s) under this Guaranty, Landlord may exercise or forbear from exercising any rights against Tenant under the Lease or otherwise act or forbear from acting, including:

(1) extending the time or manner of payment of all or any part of the rent under the Lease;

(2) settling or compromising any rent under the Lease;

(3) granting accommodations, alterations, modifications, and indulgences to Tenant; and

(4) obtaining or releasing other security for the performance of Tenant's obligations under this Lease;

b. its obligation under this Guaranty is also unaffected by: (i) any amendment or modification of the Lease, (ii) any forbearance by Landlord (provided Guarantor's financial obligations under this Guaranty may not be increased or extended without Tenant's consent or joinder in such amendment or modification), or (iii) Landlord's obtaining or releasing other security for the performance of Guarantor's obligations under this Guaranty;

c. its obligation under this Guaranty is absolute, unconditional, and primary, such that in any right of action which accrues to Landlord under the Lease, Landlord may proceed against Guarantor(s) before commencing any action, obtaining any judgment, or attempting to collect or proceed against Tenant;

d. any obligations of Tenant to Guarantor are subordinate to Guarantor's obligations under this Guaranty, and Guarantor has no rights of subrogation against Tenant until all of Tenant's obligations under the Lease have been performed;

e. if there is more than one Guarantor, each Guarantor's liability is joint and several and Landlord may proceed against all or any of them without affecting landlord's rights under this Guaranty;

f. if Landlord uses the services of an attorney to obtain compliance by Guarantor(s) with its obligations under this Guaranty, then Guarantor(s) shall pay all costs, including court costs and fees, incurred by Landlord to obtain compliance;

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g. neither the bankruptcy of Tenant, nor other proceeding for the protection of its debtors affects Guarantor's obligation under this Guaranty; and

h. if any Guarantor is adjudged bankrupt, or if other proceeding is commenced for the protection of any debtor of any Guarantor, then that Guarantor agrees to pay Landlord promptly the total rent and other charges due from Tenant for the entire term of the Lease (using reasonable estimates for costs which are not fixed through the end of the term, and including renewal terms in the term of the Lease).

§3. **Waivers** - Guarantor waives notice of default by Tenant, notice of acceptance of this Guaranty by Landlord, presentment and demand for payment under this Guaranty, notice of presentment, demand, and protest to Tenant, and any other notice required by law and waivable by Guarantor.

§4. **Representations and Warranties** - Guarantor(s) represents and warrants that:

a. Guarantor(s) has a substantial financial interest in Tenant;

b. Guarantor(s) has reviewed the Lease and has familiarized itself with Tenant's obligations under the Lease, or has had an adequate opportunity to review the Lease and familiarize itself with Tenant's obligations under the Lease;

c. There is nothing in its corporate charter or bylaws which would invalidate the act of guaranteeing the Lease or make it not a proper corporate action;

d. All corporate action necessary to approve and authorize this Guaranty and to authorize the officers signing it on behalf of Guarantor(s) have been duly taken;

e. The officers executing this Guaranty have been duly elected, presently hold the offices indicated beneath their names, and have the power to and have been duly authorized to execute this guaranty on behalf of Guarantor(s); and

f. This Guaranty is valid and effective and fully able to be enforced against Guarantor(s) according to its terms.

§5. **Miscellaneous**

a. Successors and Assigns - This Guaranty binds the successors, assigns, heirs and administrators of each Guarantor, and benefits the successors, assigns, and personal representatives of Landlord.

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b. No Counterclaim - Guarantor(s) may not interpose any counterclaim in any proceedings Landlord brings against Guarantor(s) under this Guaranty, but Guarantor(s) may assert such claims in a separate action brought by Guarantor(s).

c. Should Landlord be obligated by any bankruptcy or other law to repay to Tenant or to Guarantor or to any trustee, receiver or other representative of either of them, any amounts previously paid, this Guaranty shall be reinstated in the amount of such repayments.

d. Waiver of Trial by Jury - Guarantor(s) and Landlord waive trial by jury in any action, proceeding or counterclaim brought by either in connection with this Guaranty.

e. Wavier - Landlord and Guarantor(s) may waive rights under this Guaranty only in writing. Landlord does not waive a default if it fails to exercise any of its remedies for a default. A wavier by Landlord or Guarantor(s) does not implicitly waive any other right under this Guaranty, nor does it implicitly waive the same right for past or future situations.

f. Accord and Satisfaction - Landlord may accept any payment from or on behalf of Guarantor(s) and apply it to any obligation of Guarantor(s). Landlord's acceptance of the payment satisfies only the obligation to which Landlord has applied the payment and only to the extent the payment is sufficient to satisfy that obligation. Landlord's acceptance of the payment does not prejudice Landlord's right to recover any and all other amounts owed by Guarantor(s) under this Guaranty and Landlord's right to pursue any other available remedy. Landlord may disregard any endorsement or statement on any check or letter concerning the purpose of any payment, and no endorsement or statement on any check or letter constitutes an accord and satisfaction.

g. Entire Agreement; Changes in Writing - There are no representations, warranties, agreements, or conditions between Landlord and Guarantor(s) except as set forth in this Guaranty. No change to this Guaranty binds Landlord or Guarantor(s) unless in writing and signed by the party to be charged.

h. Partial Invalidity - If any provision of this Guaranty or its application to any person or circumstance is invalid or unenforceable, the remainder of this Guaranty, or the provisions application to other persons or other circumstances, is not affected. Landlord and Guarantor(s) intend each provision of this Guaranty to be valid and enforceable to the fullest extent permitted by law.

i. Applicable Law - Landlord and Guarantor(s) intend that this Guaranty be construed under the laws of the state in which the Sussex County Airport Terminal Building is situated.

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j. Not Construed Against Drafter - Both parties have had full opportunity to negotiate the terms of this Guaranty, and neither party intends that this Guaranty be construed for or against either party because of that party's role in drafting this Guaranty.

k. Include, Shall, May - "Include", "includes", and "including" mean considered as part of a larger group, and not limited to the items recited. "Shall" means "is obligated to"; "may" means "is permitted to, but is not obligated to."

l. Estoppel Certificate - Upon request of Landlord, Guarantor shall deliver an estoppel certificate certifying that this Guaranty is in full force and effect, and if Tenant contends that the Guaranty is or may not be in full force and effect, the specific acts on which claim is based.

Executed as of the date first written above.

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State of Delaware)
)
County of Sussex)

I certify that on this date of _____, 2013 Matthew T. Evans, President of Deli Days, LLC, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing instrument, acknowledged to me that he executed the instrument on behalf of the corporation by proper authority and as the act of the corporation for the purposes therein stated.

Notary Public with authority in the jurisdiction above

My Commission Expires:_____

DRAFT

EXHIBIT H

SUSSEX COUNTY COUNCIL
AIRPORT TERMINAL BUILDING
RESTAURANT EQUIPMENT

QUANTITY	ITEM	ASSET TAG #	ASSET #
1	American Range 60" wide	3472	
1	Rankin Charbroiler Grill 72"	5942	
1	Captive Air Hood System 10' PC	3475	
1	Keating Floor Fryer 18TS	3462	
1	Keating Floor Fryer 20TS	3463	
1	Imperial Griddle 36"	3468	
1	Imperial Griddle 48"	3467	
1	Cleveland Steamer	5944	
1	Hot Food Table w/overshelves	5943	
1	Victory 6' Cooler/Food Table	3478	
1	Iceomatic Ice Machine	3473	
1	Wire Shelving for Cooler	CBT	
1	US Foods Dishwasher		
1	Pre-Rinse Sink (Metal Master)	3470	
1	ADV. Tabco 3-Bowl Sink	3469	
1	True Dessert Cooler	3476	
1	6-foot Draft Beer Serving Cooler w/three taps - stainless steel		40301
1	4-bin stainless steel sink - bar		40302
1	4 ft. sliding top bottled Beer Cooler stainles - bar		40303
1	Small bar sink for washing hands - bar		40304
1	Stainless ice container - bar		40305
2	Sanyo TN sets with Direct TV receiver boxes & wall mounts - bar		40306 & 40307
2	Child's Booster Seats		40308 & 40309
2	High Chairs		40310 & 40311
6	36" Round Top Barstool Height Tables		40312
28	Slat Back Upholstered Bar Stools		40313
3	Stereo Speakers - wall-mounted		40314
6	Blue Seat/Black Steel Open Back Chairs (Restaurant seating)		(See furniture)
3	Beige Chairs Full Upholstery (Restaurant seating)		(See furniture)
13	Square Wood Top Restaurant Tables		40315
2	6' Folding Tables		40316
5	6' Wood Top Restaurant Tables		40317
6	Ladder-back Chairs upholstered seat (Restaurant seating)		40318
40	Closed Back Chairs (Restaurant seating)		40319
8	Complete 6' Upholstered Restaurant Booths w/Tables		40320

DRAFT

PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN
IRWIN G. BURTON, III
MICHAEL B. JOHNSON
MARTIN L. ROSS
RODNEY SMITH

Sussex County
DELAWARE
sussexcountyde.gov
(302) 855-7878 T
(302) 854-5079 F

LAWRENCE B. LANK
DIRECTOR

CONTINUATION OF PUBLIC HEARING

OPENED ON

FEBRUARY 5, 2013

CHANGE OF ZONE NO. 1724

This is to certify that on January 10, 2013 the Sussex County Planning and Zoning Commission conducted a public hearing on the below listed application for Change of Zoning. At the conclusion of the public hearing, the Commission moved and passed that this application be forwarded to the Sussex County Council with the recommendations as stated.

Respectfully submitted:

COUNTY PLANNING AND ZONING
COMMISSION OF SUSSEX COUNTY

Lawrence B. Lank

Director of Planning and Zoning

The attached comments relating to the public hearing are findings of the Planning and Zoning Commission based on a summary of comments read into the record, and comments stated by interested parties during the public hearing.

C/Z #1724 – application of **CENTRAL STORAGE @ HARBESON, LLC** to amend the Comprehensive Zoning Map from AR-1 Agricultural Residential District to a CR-1 Commercial Residential District, to be located on a certain parcel of land lying and being in Broadkill Hundred, Sussex County, containing 8.05 acres, more or less, lying north of Route 9 (Lewes Georgetown Highway) 500 feet west of Route 5 (Harbeson Road) and 700 feet east of Road 254 (Prettyman Road)(Tax Map I.D. 2-35-30.00-8.02).

The Commission found that on December 27, 2012 the Applicants provided an Exhibit Booklet which included a copy of the application form; a copy of the Deed to the property; a copy of the Beers Atlas map of Broadkiln Hundred; a copy of a page from the Zoning Ordinance referencing permitted uses in the CR-1 Commercial Residential District; a map of the Harbeson area depicting zoning classifications; a copy of the PLUS comments and responses; a reference to the Principals of Central Storage @ Harbeson, LLC; a site plan; support letters from Compass Point Associates and Community Bank; and proposed suggested Findings of Fact for this application.

The Commission found that on July 23, 2012 DelDOT provided comments referencing that the Department had originally recommended that a traffic impact study be performed; that the basis for that requirement was due to the potential increase in trip generation as a result of rezoning the 8.05 acre parcel to Commercial Residential; that the Department has had further discussions with the Applicant and has learned that the Applicant wishes to only develop a portion of the site for 60,000 square feet of mini-storage space, which would generate 142 vehicle trips per day and 15 vehicle trips during the p.m. peak hour; that the Department would not require a traffic impact study be performed if the applicant is willing to place a deed restriction on the property, such that a traffic impact study would be required if the proposed development would cause the property's total trip generation to exceed 400 vehicle trips per day and/or 50 trips during any hour of the day; that an amendment or removal of the deed restriction would have to require DelDOT's concurrence; and that absent these conditions, DelDOT would recommend that the County require a traffic impact study to be performed for this application.

The Commission found that on January 4, 2013 the County Engineering Department Utility Planning Division provided comments referencing that the site is located in the North Coastal Planning Area; that wastewater capacity is not available; that the project is not capable of being annexed into a County operated Sanitary Sewer District; that conformity to the North Coastal Planning Study will be required; that the proposed use is not in an area where the County currently has a schedule to provide sewer service; and that a concept plan is not required.

The Commission found that the Department received three letters in opposition to this application. The letters, from Alva and Jeanette Wagner, John and Carol Kane, and Jacqueline Conklin, expressed concerns about the zoning changing; that they realize that once rezoned anything permitted in the commercial zoning would be permitted on this site; that they are concerned about the depreciation of property values; that the number of units have increased over the previous Conditional Use site plan; that one of the road locations should be moved from the perimeter to the interior between buildings; that lighting should be installed between units making lighting less offensive to neighbors; that the original Conditional Use did not permit outside storage of boats and RVs; that storage of boats and RVs is still a concern; that they would like to request that a landscaping plan be required, including tall fencing, to screen the adjacent residential property from the view of the mini-storage facility, which would be a safety feature benefitted by the owners and the neighbors; that the natural habitat area is beautiful and that they hope it can be preserved; that they hate to see trees removed; that the site is in an area with major traffic issues and it is anticipated that there will be more traffic issues; that DelDOT needs to do a major traffic study at this location before any action is taken on this application; and that landscape buffering should be included on the final site plan.

The Commission found that Mark Schaeffer of Central Storage @ Harbeson, LLC, and as a Licensed Real Estate Broker, was present with Eugene Bayard, Attorney of Morris, James, Wilson, Halbrook and Bayard, P.A., and that they stated in their presentation and in response to questions raised by the Commission that Mr. Schaeffer has been involved with three (3) other storage projects, one in Dover, one in Long Neck, and one in Milford; that the site will be improved by removal of some dilapidated old buildings; that no wetlands will be disturbed; that they anticipate 15 vehicle trips per day, considered to be a good day in storage facilities for vehicle trips; that three (3) homes exist across Beaverdam Branch; that the Sussex County Comprehensive Plan supports the rezoning; that the rezoning will enhance property values; that there are no stormwater issues; that a need exist for more storage units; that they are proposing to build approximately 60,000 square feet of storage space; that the number of vehicle trips anticipated will not negatively impact traffic; that DelDOT will require deletion of one of the existing entrances; that they are in agreement with DelDOT for a restrictive covenant limiting trips per day; that the project will be served will private well and septic; that eight (8) foot tall fencing will be provided and will include security gates and security cameras; that landscaping will be provided; that the project will require minimal lighting; that there will not be any pole lighting; that they are planning on having a resident manager on the site; that they had previously planted magnolia trees along the westerly boundaries; that the majority of the existing trees will be left undisturbed; that the original Conditional Use project was not developed due to the economic crash; that they cannot obtain funding for a Conditional Use project; that funds can be obtained for a commercially zoned property; that the zoning requested is the appropriate zoning for the use, and the trend of development taking place in the area; that the project will be built in phases, as needed; that approximately one-half of the project will be climate controlled; that according to the State Strategies the site is located in a Level 1 and Level 2 area; and that DelDOT creates warrants of control on uses and any change of use will require further review by DelDOT.

The Commission found that there were no parties present in support of or in opposition to this application.

At the conclusion of the public hearings, the Commission discussed this application.

On January 10, 2013 there was a motion by Mr. Johnson, seconded by Mr. Burton, and carried unanimously to defer action for further consideration. Motion carried 5 – 0.

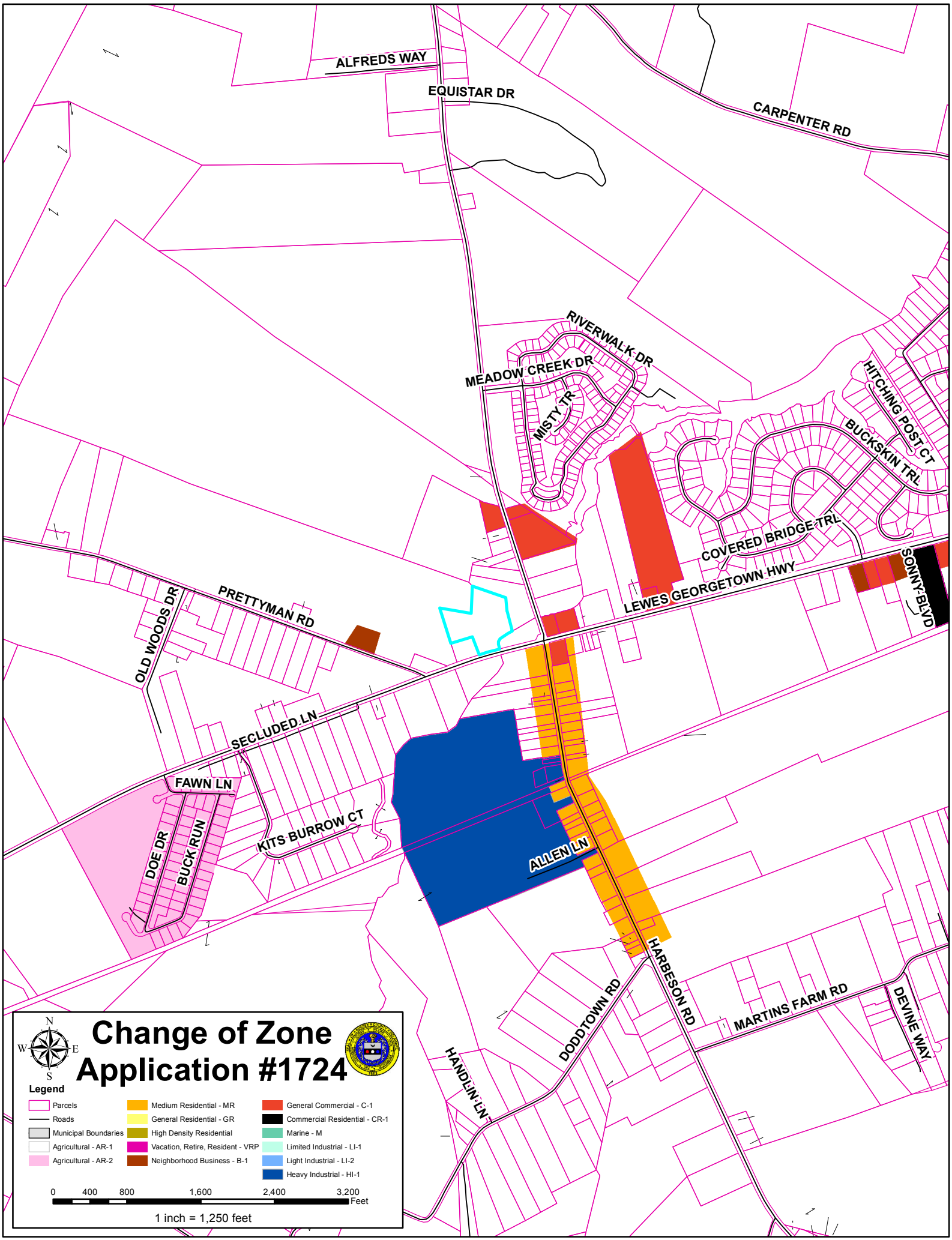
On January 24, 2013 the Commission discussed this application under Old Business.

Mr. Johnson stated that he would move that the Commission recommend approval of C/Z #1724 for Central Storage @ Harbeson, LLC from AR-1 to CR-1 based upon the record made at the public hearing and for the following reasons:

1) The site currently has a Conditional Use approval as a central storage facility. The CR-1 zoning will be consistent with this existing business use.
2) The property is in the immediate vicinity of the Route 9 and Route 5 intersection where a variety of small commercial enterprises already exist. This rezoning is consistent with the uses and trends in this area.
3) The rezoning is consistent with the guidelines in the current Sussex County Comprehensive Land Use Plan which permits retail and service uses in this area along Route 9.
4) The rezoning will not have an adverse impact on neighboring or adjacent properties or the community. There is also no indication that it will have an adverse impact on traffic.

5) The proposed rezoning promotes the orderly growth, convenience, prosperity, order and welfare of the present and future inhabitants of Sussex County.
6) Any proposed use on the site, including use as a mini-storage facility, would require site plan approval by the Sussex County Planning and Zoning Commission. Since the Applicant relied heavily on the proposed use as a mini-storage facility during its presentation, the Applicant should expect that the conditions imposed on that Conditional Use for the site would transfer to the site plan for such a use under this rezoning.

Motion by Mr. Johnson, seconded by Mr. Burton, and carried unanimously to forward this application to the Sussex County Council with the recommendation that the application be approved for the reasons stated. Motion carried 5 – 0.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CARPENTER RD
RIVERWALK DR
MEADOW CREEK DR
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HITCHING POST CT
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COVERED BRIDGE TRL
LEWES GEORGETOWN HWY
SONNY BLVD
PRETTYMAN RD
OLD WOODS DR
SECLUDED LN
FAWN LN
KITS BURROW CT
DOE DR
BUCK RUN
ALLEN LN
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Application #1724
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General Residential - GR
High Density Residential
Vacation, Retire, Resident - VRP
Neighborhood Business - B-1
General Commercial - C-1
Commercial Residential - CR-1
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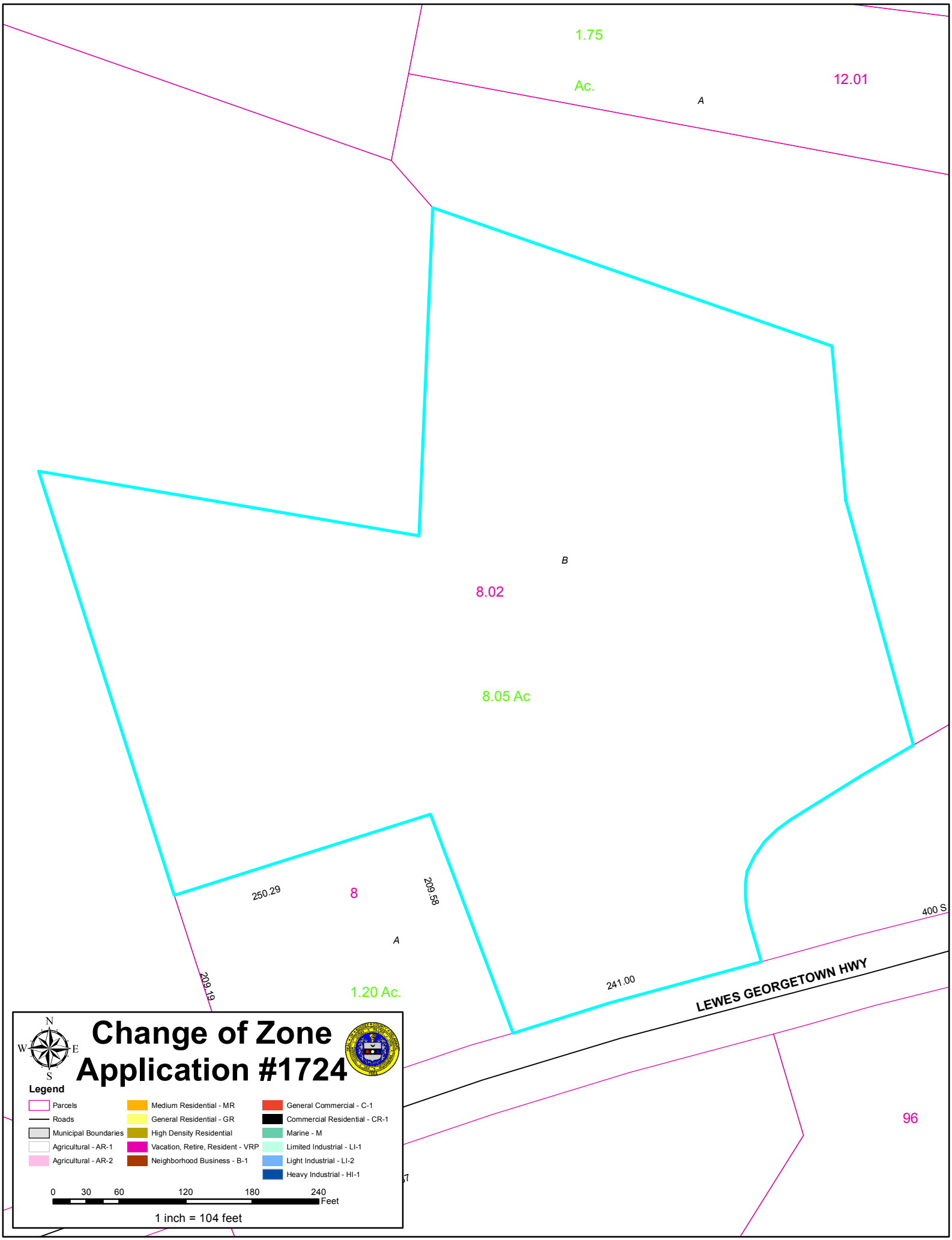
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Agricultural - AR-2
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General Residential - GR
High Density Residential
Vacation, Retire, Resident - VRP
Neighborhood Business - B-1
General Commercial - C-1
Commercial Residential - CR-1
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Light Industrial - LI-2
Heavy Industrial - HI-1
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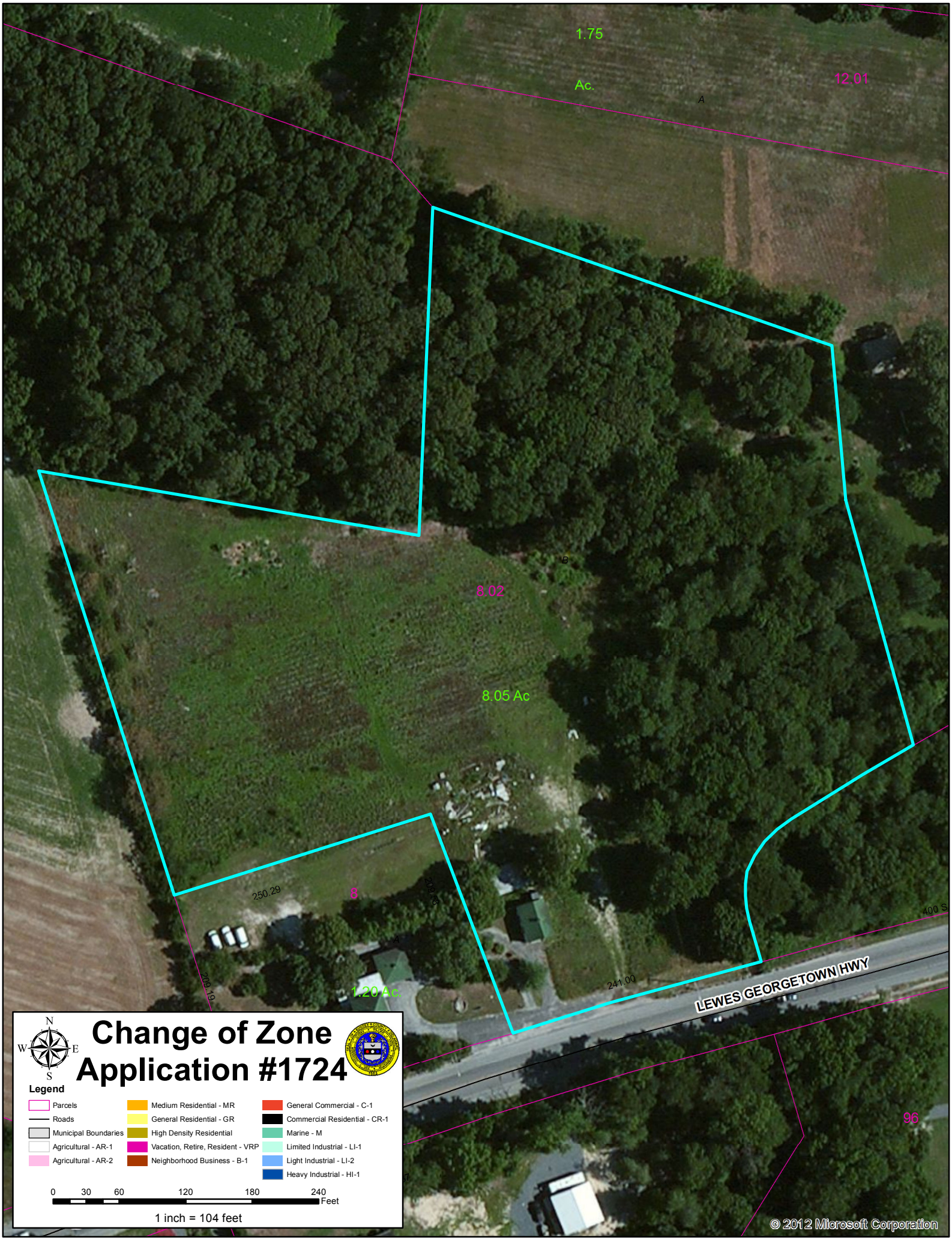
1 inch = 104 feet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Roads
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Agricultural - AR-2
Medium Residential - MR
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Marine - M
Limited Industrial - LI-1
Light Industrial - LI-2
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Feet
1 inch = 104 feet

SUSSEX COUNTY ADMINISTRATION OFFICE BUILDING
FIRST FLOOR RENOVATION
Contract No. 12-32
Bid Results

BID OPENING – FEBRUARY 21, 2013

	BIDDER	BASE BID	ALTERNATE 1 BID	ALTERNATE 2 BID	TOTAL BID
1.	**Kent Construction Smyrna, DE**	**$199,000.00**	**$213,000.00**	**$222,300.00**	**$236,300.00**
2.	Honya Associates, Inc. Harrington, DE	$209,733.00	$236,967.00	$234,845.00	$262,079.00
3.	Willow Construction Easton, MD	$230,000.00	$251,800.00	$250,700.00	$272,500.00
4.	John L. Briggs Co. Georgetown, DE	$235,500.00	$257,770.00	$254,100.00	$276,370.00
5.	Richard Y Johnson & Son Lincoln, DE	$269,979.00	$282,167.00	$282,695.00	$294,883.00
	ENGINEERS ESTIMATE	$190,400.00			

OVERSIZING CREDIT AGREEMENT

THIS AGREEMENT, made this 19th day of February, A.D. 2013,

BY AND BETWEEN:

SUSSEX COUNTY, a political subdivision of the State of Delaware of P.O. Box 589, Georgetown, Delaware 19947, (hereinafter referred to as "County")

and

J. G. TOWNSEND, JR. & CO, a Delaware corporation (hereinafter "Landowner"), and **HAWKSEYE, LLC**, a Delaware limited liability company, (hereinafter as "Developer"), of PO Box 430, Georgetown, Delaware 19947

WITNESSETH

WHEREAS, J. G. Townsend, Jr. & Co. is the owner of various parcels of real estate located at or near Gills Neck Road, Lewes and Rehoboth Hundred, and Hawkseye, LLC, is the developer of a 162 unit residential subdivision, all of which are within the West Rehoboth Expansion of the Dewey Beach Sanitary District (hereinafter "WRX"); and

WHEREAS, J. G. Townsend, Jr. & Co. is the owner of real property in the area that will be developed in the near future;

WHEREAS, in order to secure the permits necessary to be in compliance with the applicable ordinances, laws, and regulations, Landowner and Developer were required to connect their properties to WRX in order to provided for the collection, transmission, treatment and disposal of the sanitary waste therefrom; and

WHEREAS, County required Landowner and Developer to construct sanitary waste collection, transmission, force main and pumping facilities of sufficient capacity to treat the sanitary waste generated within each of the individual properties listed herein and were required by County to

construct facilities greater than necessary to serve said individual properties listed herein; and

WHEREAS, Landowner and Developer are eligible for reimbursement pursuant to S.C. Code § 110-83, to receive such reimbursement for oversizing costs as credits on the amount of the transmission connection charge due for each of the properties listed herein at the time of connection; and

WHEREAS, the parties hereto are desirous of confirming the reimbursements for oversizing costs to which Landowner and Developer are entitled and the method of repayment.

NOW THEREFORE, for and in consideration of the mutual promises and conditions hereinafter expressed, the parties agree as follows:

1. The properties subject to this agreement are:

   Hawkseye, an approved single family subdivision;

   Senators, an approved single family subdivision (cluster development); and

   Governors, an approved multi-family dwelling project.

   Village Center, a proposed mixed commercial/residential project.

2. The County acknowledges that Landowner and Developer have been required to provide for the construction and inspection of sanitary sewer facilities, for collection and transmission facilities, including force mains, to serve the properties owned by the Landowner and Developer with excess capacities for other properties adjacent to Gills Neck Road, Lewes and Rehoboth Hundred.

3. The parties agree that the costs of oversizing and the total value of the credits to be reimbursed to Landowner and Developer is

$ 850,046.00.

4. The County agrees to credit the transmission connection charge for that portion of the oversizing costs due from the Landowner, Developer, Home Builder, Property Owner,

Plumber or others at the time of connection pursuant to S.C. Code § 110-91. County shall not be obligated to make any cash payments to Landowner or Developer.

5. A. The parties agree that the estimated total number of Equivalent Dwelling Units (EDUs) for which credits on the amount of transmission charges due shall be made is 1177 ± EDUs, calculated as follows:

Hawkseye	162
Senators	232
Governors	373
The Village Center	410

B. The parties acknowledge that the EDUs identified in A. above are taken from Revision #1 of the Sanitary Sewer Concept Plan for Hawkseye and Surrounding Lands, approved December 3, 2009, and that the EDUs set out above and the actual tax map and parcel numbers adding to units or lots with in the various projects by the Sussex County Department of Finance, Mapping Division, require correlation for the purposes of this agreement.

6. The parties acknowledge that this Agreement is binding upon the parties hereto, their heirs, executors, administrators, successors and assigns and shall be governed by the laws of the State of Delaware.

[The remainder of this page was left bank intentionally.
The signature page appears next.]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed by their appropriate officers or Member/Managers.

SUSSEX COUNTY
A political subdivision of the State of Delaware

BY: _____
President of Council

{Seal}

ATTEST: _____
Clerk of Council

J. G. TOWNSEND JR., & CO.

By: _____
President

Attest: _____
Secretary

HAWKSEYE, LLC
a Delaware limited liability Company

_____
Witness

BY: _____
Member/Manager

HISTORIC SOCIETY COMMITTEE
Fenwick Island, South Bethany, Bethany Beach, Ocean View & Millville
36404 Club House RD
Millville, DE 19967

18 January 2013

Honorable George Cole
Sussex County Councilman
29271 Woods Edge DR
Ocean View, DE 19970

RE: COMMUNITY IMPROVEMENT GRANT

Dear George,

The Towns of Fenwick Island, South Bethany, Bethany Beach, Ocean View and Millville, have been selected to host a Smithsonian exhibition and we are requesting monies to help with the costs. "Museum on Main Street" is a one-of-a-kind cultural project that has been sharing the Smithsonian's resources with rural America since 1994. It is a partnership of the Smithsonian and our State Humanities Council that serves small-town museums and cultural institutions and residents of rural America, and is funded by the United States Congress.

The exhibit we will be hosting is entitled "The Way We Worked." This exhibit is adapted from the original exhibition developed by the National Archives and explores how work became such a central element in American culture by tracing the many changes that affected the workforce and work environments over the past 150 years.

As a whole, the Towns will focus on the following topics:

- Life Saving Stations
- Lighthouses
- Life Saving Ships
- Panning for Salt
- Chicken and Farming Industries
- Construction of the Bay Bridge
- Real Estate and Tourism

Ocean View will be hosting the exhibit at their Town Hall. The exhibit will run from May 18th through June 23rd; Friday through Monday, 10:00 a.m. - 3:00 p.m. We will also be hosting 2 evening programs at the South Coastal Library; May 30th & June 13th both 7:00 p.m. - 9:00 p.m. We have applied for and received a grant from the Delaware Humanities Forum and each Town is required to contribute $400.00. These funds will cover the cost of advertising, supplies, rentals, printing, honorariums to speakers and the library. However, these funds cannot be used for the reception we are planning for the Grand Opening on Sunday, May 19th. The reception is by invitation only and we're considering inviting approximately 200 people who include our elected officials for Sussex County, Senator Hocker, Representative Gray, Mayor & Councils, Boards and Commissions, and Town staff members.

This affair will be catered and we may be looking at $15.00 to $20.00 per person; tent, chair and table rentals. The cost could be around $5,000.00. The Towns would be appreciative of any grant funds the Sussex County Council may graciously contribute. We hope you'll find this project worthy of your consideration.

Sincerely,

Deborah Y. Botchie
Town Manager
Millville

Chamber of Commerce for Greater Milford, Inc.

411 N. Rehoboth Blvd.
Milford, DE 19963
Phone: 302-422-3344
Fax: 302-422-7503
www.milfordchamber.com
Email: milford@milfordchamber.com or
Jschmeiser@milfordchamber.com

February 13, 2013

Sussex County Government
Attn: Susan Webb
P.O. Box 589
Georgetown, DE 19947

Dear Ms. Webb:

Once again the Chamber of Commerce for Greater Milford will be hosting the Riverwalk "Freedom" Festival on September 5th, 6th and 7th. This has become the largest outdoor festival in Milford and the only one offering "fireworks".

Friday night we will honor Active Duty and retired Military personnel with Operation Giveback, during our live entertainment. At dusk we will feature the annual fireworks display. In previous years we have had at least 5,000 people in the park to enjoy the display.

Our committee is working very hard again this year to provide a Great fireworks display for our friends, families and neighbors. We would greatly appreciate any financial support you may be able to help us with this year. We invite you to visit the Riverwalk "Freedom" Festival and bring the whole family.

Sincerely,

Ruth Abbate

Ruth Abbate
Riverwalk "Freedom" Festival Sponsorship
And Fireworks Chairperson

RECEIVED
FEB 18 2013
SUSSEX COUNTY COUNCIL

Delaware Senior Olympics
1121 Forrest Avenue, Dover, Delaware 19904
Phone: 302-736-5698 - Fax: 302-736-5977
Toll Free: 888-881-6128
E-Mail: admin@delawareseniorolympics.org
Website: www.DelawareSeniorOlympics.org

RECEIVED
FEB 13 2013
SUSSEX COUNTY COUNCIL

February 11, 2013

Sussex County Council
Attn: Susan M. Webb, CPA
Administrative Office Building
2 The Circle
P O Box 589
Georgetown, DE 19947

Subject: Request for Financial Support

Ms. Webb,

Thank you for the financial support of $500 that we received in 2011. It is the hope of the Delaware Senior Olympics that the Sussex County Council will continue its support in 2013.

The Delaware Senior Olympics (DSO) is a non-profit 501(C) 3 organization whose mission is to promote healthy life styles and fitness for people 50 years and older through competitive and non-competitive activities. We have been doing just that since 1991 through the efforts of a strong, all volunteer Board of Directors, Officers, and Advisors totaling 29 members as well as 40+ volunteer individual sports coordinators.

We recognize that our goal of "improving the quality of life and enhancing the vitality of the community" require more than a series of games conducted in several months. They require year round effort and activity. Various year-round non-games related training/sports events are held for Delawareans 50 yrs of age and above. Many of these events are held in Sussex County. The sports are Pickleball, Softball and Volleyball.

For health and safety measures, we would like to have an AED and first aid kit at each. The Delaware Senior Olympics owns a few AEDs and first aid kits which are spread out across all three counties.

With your financial support, we would like to purchase 2 more AEDs and first aid kits specifically for use in Sussex County. The cost of an AED has been quoted at $975.00. The cost to build a first aid kit is approx. $50 - $75.

Please let me know if you need any additional information.

Respectfully,
Dee Carroll
Dee Carroll, Office Manager

Children of the Delaware National Guard Youth Camp

A 503(c)3 non-profit organization EIN # 27-1126085

Ernie Colwell
Camp Director

Veronica Rich
Chief Administrator

Gerry WillemsendeBock
Chief Counselor

Kim King
Secretary

Treasurer

Dawn E. Peet
Military Liaison

Sussex County Council, General Fund
PO Box 589 (the circle)
Georgetown DE 19947

Check out our 3 minute video!
R

7 February 2013

SUBJECT: Charitable Contribution Request in Support of Camp Cowell - The Delaware National Guard Youth Camp to be held 20-27 July 2013.

Dear Sir or Madam,

Thank you again for your support ($500.00) in 2012. We respectfully request your consideration to help sponsor/support our annual fund drive. 2013 marks the 13th anniversary of our Delaware National Guard Youth Camp. This annual youth camp provides an opportunity for 130 children of National Guard personnel to experience a quality summer camp at minimum/no cost. Our goal is to raise $40,000.00. Camp Colwell is a 503 c 3, non-profit organization EIN# 27-1126085. Checks payable to DNG Youth Camp can be sent to; DNG Youth Camp c/o Ernie Colwell, Camp Director 7 Weatherford Court New Castle, DE 19720.

60 current and/or former members of our Delaware National Guard family volunteer over 10,000 hours in support of camp operations. Operations that include: medical, food service, laundry, administration, transportation, arts & crafts and supervision in the form of senior counselors. It's important to note that all volunteers and the Executive Council are unpaid.

The success of our youth camp is measured by the leadership of our Executive Council, the dedication of our support staff and the generosity of individual, organization and corporate sponsors. We would like to add your organization to our list of noteworthy supporters. Enclosure 2 provides an overview of our annual operating expenses in the event you would like to contribute to a specific camp operation.

Sincerely,

for Ernie Colwell
Executive Director
302-322-3283

BG (ret) Pete Fedorkowicz
Fundraising Team Coordinator
302-379-9997

Enclosure/s
#1 Mission Statement/How to help
#2 Donation/In-Kind Contribution Matrix
#3 Brochure
#4 CD of Camp

RECEIVED
FEB 11 2013
SUSSEX COUNTY COUNCIL

To Be Introduced 2/26/13

District 4

ORDINANCE NO. ___

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM RESIDENTIAL DISTRICT FOR A MULTI-FAMILY DWELLING STRUCTURE (2 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 9,044 SQUARE FEET, MORE OR LESS (Tax Map I.D. 3-34-20.14-1.00)

WHEREAS, on the 22nd day of February 2013, a conditional use application, denominated Conditional Use No. 1959 was filed on behalf of Kenneth A. Simpler; and

WHEREAS, on the _____ day of _____ 2013, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 1959 be _____; and

WHEREAS, on the ____ day of _____ 2013, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article V, Subsection 115-31, Code of Sussex County, be amended by adding the designation of Conditional Use No. 1959 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Lewes and Rehoboth Hundred, Sussex County, Delaware, and lying west of Bayard Avenue, 300 feet south of Route One and southeast of Andrew Avenue and being more particularly described:

BEGINNING at rebar on the westerly right-of-way of Bayard Avenue, a corner with the southerly right-of-way of an unimproved portion of Saint Louis Street; thence south 07°33´31″ east 95.00 feet along the westerly right-of-way of Bayard Avenue to a pipe; thence south 82°26´29″ west 100.00 feet along Lot 2 Block "E" of Ann Acres Subdivision to a pipe; thence north 07°16´00″ west 68.59 feet along Lot 3 Block "E" of Ann Acres Subdivision to a

PROPOSED

concrete monument on the southeasterly right-of-way of Andrew Avenue; thence north 41˚25´38˝ east 38.75 feet along the southeasterly right-of-way of Andrew Avenue to a rebar; thence north 81˚38´30˝ east 70.42 feet along an unimproved portion of Saint Louis Street to the point and place of beginning, and containing 9,044 square feet, more or less, per survey prepared by Simpler Surveying & Associates, Inc.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.

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