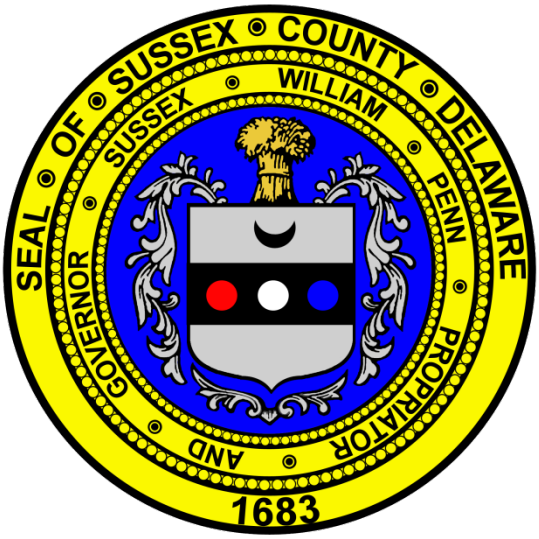

Sussex County Council
Public/Media Packet

MEETING:
October 20, 2015

****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
ROBERT B. ARLETT
GEORGE B. COLE
JOAN R. DEAVER

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

OCTOBER 20, 2015

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Public Comments

Mark Isaacs, Director, University of Delaware Cooperative Extension

Todd Lawson, County Administrator

1. **Proclamation – Red Ribbon Week**
2. **Proclamation – World Pancreatic Cancer Day**
3. **Wastewater Agreement – The Woods at Johnson's Corner**
4. **2016 Holiday Schedule and Council Meeting Schedule**
5. **Discussion and recommendation relating to land use applications scheduled to expire on January 1, 2016**
6. **Administrator's Report**

Jim Hickin, Director of Airport and Industrial Park Operations

1. **County Bank Hangar – Assignment of Lease**

EQUAL HOUSING OPPORTUNITY

Rob Davis, Utility Planning Division

1. **Report on Public Hearing for Proposed Deerbrook Area Annexation – Long Neck Sanitary Sewer District**

Lawrence Lank, Director of Planning and Zoning

1. **Sunrise Ventures, LLC**

   A. **Suspension of Substantial Construction Deadline for 6 Months**

Grant Requests

1. **Sussex County Foster Parent Cluster Association for event expenses**

2. **Mason Dixon Woodworkers for annual toy program**

Introduction of Proposed Zoning Ordinances

Council Members' Comments

Adjourn

****

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

****

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on October 13, 2015 at 4:40 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.

# # # #

SUSSEX COUNTY COUNCIL

PROCLAMATION

PROCLAIMING OCTOBER 23 THROUGH 31, 2015 AS "RED RIBBON WEEK" IN SUSSEX COUNTY

WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

WHEREAS, the Seaford Young Marines is trying to get the word out to children and parents across our area about the dangers of drugs;

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration Special Agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23-31 has been designated "National Red Ribbon Week", which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

NOW, THEREFORE, BE IT RESOLVED that the Sussex County Council commends the Seaford Young Marines for promoting drug demand reduction awareness throughout the year and encourages all Sussex Countians to wear a red ribbon in support of a drug-free environment.

Michael H. Vincent, President

SUSSEX COUNTY COUNCIL

PROCLAMATION

PROCLAIMING NOVEMBER 13, 2015 AS WORLD PANCREATIC CANCER DAY IN SUSSEX COUNTY

WHEREAS, in 2015, an estimated 48,960 people will be diagnosed with pancreatic cancer in the United States and 40,560 will die from the disease; and

WHEREAS, pancreatic cancer is one of the deadliest cancers, is currently the fourth leading cause of cancer death in the United States and is projected to become the second by 2020; and

WHEREAS, pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just seven percent; and

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally late stage, and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 93 percent of pancreatic cancer patients die within the first five years; and

WHEREAS, approximately 140 deaths will occur in Delaware in 2015; and

WHEREAS, pancreatic cancer is the 7th most common cause of cancer-related death in men and women across the world; and

WHEREAS, there will be an estimated 367,000 new pancreatic cancer cases diagnosed globally in 2015; and

WHEREAS, the good health and well-being of the residents of Sussex County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments;

NOW, THEREFORE, BE IT RESOLVED that the Sussex County Council hereby proclaims November 13, 2015 as "World Pancreatic Cancer Day" in Sussex County.

Michael H. Vincent, President

Dated: October 20, 2015

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799

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JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

October 09, 2015

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
THE WOODS AT JOHNSON'S CORNER A/K/A FENWICK HAMLET, A/K/A FOX HAVEN - PHASE 3
AGREEMENT NO. 889 - 1

DEVELOPER:
Mr. Joel Farr
Bay Twenty,L.L.C.
5901 Atlantic Ave.

206 Ocean City, MD 21842

LOCATION:
Southwest corner of RT20, Zion Church Road
and
Rd 389, Johnson Road.

SANITARY SEWER DISTRICT:
Johnson's Corner Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:
76 Lot Single Family Residential Subdivision
phase three consists of 21 lots

SYSTEM CONNECTION CHARGES:
$121,275.00

SANITARY SEWER APPROVAL:
Sussex County Engineering Department Plan Approval
11/23/11

Department Of Natural Resources Plan Approval
01/19/12

SANITARY SEWER CONSTRUCTION DATA:
Construction Days – 30
Construction Admin And Construction Inspection Cost – $9,999.60
Proposed Construction Cost – $66,664.00

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
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JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

October 20, 2015

PROPOSED MOTION

BE IT MOVED THAT BASED UPON THE RECOMMENDATION OF THE SUSSEX COUNTY ENGINEERING DEPARTMENT, FOR SUSSEX COUNTY PROJECT NO. 81-04, AGREEMENT NO. 889-1, THAT THE SUSSEX COUNTY COUNCIL EXECUTE A CONSTRUCTION ADMINISTRATION AND CONSTRUCTION INSPECTION AGREEMENT BETWEEN SUSSEX COUNTY COUNCIL AND "BAY TWENTY, LLC", FOR WASTEWATER FACILITIES TO BE CONSTRUCTED IN “THE WOODS AT JOHNSON’S CORNER, A/K/A FENWICK HAMLET, A/K/A FOX HAVEN, PHASE 3", LOCATED IN THE JOHNSON’S CORNER SANITARY SEWER DISTRICT.

ORDINANCE NO. 38
AGREEMENT NO. 889-1

TODD LAWSON
COUNTY ADMINISTRATOR

TODD F. LAWSON
COUNTY ADMINISTRATOR

(302) 855-7742 T
(302) 855-7749 F
tlawson@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 Robert B. Arlett
The Honorable George B. Cole
The Honorable Joan R. Deaver

FROM: Todd F. Lawson
County Administrator

RE: ***2016 HOLIDAY SCHEDULE AND COUNCIL MEETING SCHEDULE***

DATE: October 16, 2015

During Tuesday's Council meeting, you are scheduled to consider the 2016 County Holiday and County Council Meeting Schedules.

In the following table, please find the proposed holiday schedule, which includes the traditional holidays the County observes annually. As you know, 2016 is an election year and the County will also observe Election Day and Return Day.

In addition to the holiday schedule, the County will continue to grant each eligible employee two "floating holidays" per calendar year.

2016 Holiday Schedule
-Proposed-

Holiday	County Observance
New Year's Day	January 1, 2016
Martin Luther King, Jr. Day	January 18, 2016
Good Friday	March 25, 2016
Memorial Day	May 30, 2016
Independence Day	July 4, 2016
Labor Day	September 5, 2016

Election Day	November 8, 2016
Return Day	November 10, 2016
Veterans Day	November 11, 2016
Thanksgiving	November 24, 2016 November 25, 2016
Christmas	December 23, 2016 December 26, 2016

For the County Council Meeting Schedule, I propose the Council will not meet on the following dates:

January 19, 2016
February 23, 2016
March 22, 2016
March 29, 2016
April 26, 2016
May 31, 2016
July 5, 2016
July 12, 2016
August 16, 2016
September 6, 2016
September 13, 2016
October 18, 2016
November 8, 2016
November 22, 2016
December 20, 2016
December 27, 2016

A calendar spreadsheet is attached illustrating the proposed meeting schedule. As a result, the Council would meet 36 times and not meet 16 times in calendar year 2016, which is the same number of meetings the Council scheduled at the beginning of 2015.

Please let me know if you have any questions.

Attachment

SUSSEX COUNTY 2016 SCHEDULE

January

S	M	T	W	T	F	S	
					1	2	NYE
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	MLK
24	25	26	27	28	29	30	
31							

February

S	M	T	W	T	F	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	NACo
28	29						

March

S	M	T	W	T	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	Good Friday
27	28	29	30	31			Easter

April

S	M	T	W	T	F	S	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	OFF

May

S	M	T	W	T	F	S	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					MDW

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

S	M	T	W	T	F	S	
					1	2	
3	4	5	6	7	8	9	July 4th
10	11	12	13	14	15	16	Summer Break
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

August

S	M	T	W	T	F	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	OFF
21	22	23	24	25	26	27	
28	29	30	31				

September

S	M	T	W	T	F	S	
				1	2	3	
4	5	6	7	8	9	10	LDW
11	12	13	14	15	16	17	Primary Day
18	19	20	21	22	23	24	
25	26	27	28	29	30		

October

S	M	T	W	T	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	OFF
23	24	25	26	27	28	29	
30	31						

November

S	M	T	W	T	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	Election Day
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	Thanksgiving
27	28	29	30				

December

S	M	T	W	T	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	Christmas
25	26	27	28	29	30	31	Christmas

Index

No County Council Meeting

Holiday - County Closed

ENGINEERING DEPARTMENT

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FAX	(302) 855-7773

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JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

JAMES A. HICKIN, A.A.E.
AIRPORT MANAGER

MEMORANDUM

TO: **Sussex County Council**

THROUGH: Todd Lawson
County Administrator

FROM: Jim Hickin, A.A.E.
Airport & Industrial Park

RE: **AIRPORT LEASE**

DATE: Oct 16, 2015

I am on the October 20th agenda to ask Council's approval of a lease assignment from County Bank to Rickards Aviation Group LLC.

County Bank was assigned this lease in June 2014 by the then current lease holder, Meridian Aviation, LLC. The original lease was signed in July 1997 with Allen Family Foods, and here are some of the terms:

- Lot "E" on Rudder Lane – 38,740 sq ft
- 30 year initial term expires July 31, 2027
- Two 5-year extensions, with only tenant notice required
- Rent currently $2,387.00 per year (capped per lease terms)
- Use of premises limited to aircraft storage and maintenance
- Assignment or subletting requires written County approval

Please call me at 855-7775 if you have any questions.

cc: Joe Wright, P.E.
Acting County Engineer

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated this 28TH day of July, 1997, BY AND BETWEEN:

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

AND

ALLEN FAMILY FOODS, INC., 126 North Shipley Street, Seaford, Delaware, 19973-3100, hereinafter referred to as "Tenant".

WITNESSETH

The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises:

> All that certain parcel of land being 38,740 sq. ft., being Lot "E" at the Sussex County Airport and Industrial Park Complex, Sussex County, Delaware, more particularly described in Appendix A annexed hereto and made a part hereof.

The term of this lease shall be thirty (30) years, commencing on the 1ST day of AUGUST, 1997, and ending on the 31ST day of July, 2027, to be used and occupied only and for no other purposes than those purposes and uses more fully described in Appendix B annexed hereto and made a part hereof.

It is specifically provided that Tenant shall construct a 60 ft. x 90 ft. hangar on the leased premises.

UPON THE FOLLOWING CONDITIONS AND COVENANTS:

SECTION I: RENT. The Tenant covenants and agrees to pay Landlord annual rent in the amount of $2,000.00 for the first year of the Lease.

(a) Beginning with the second year of the Lease, the annual rent shall escalate by a percentage increase, equal to the most recent U.S. Department of Labor Statistics, Philadelphia Regional Office's Consumer Price Index for All Items, All Urban Consumers ("CPI-U"); provided, however, that during the term of the first five (5) years of the Lease, such rent escalation shall be no more than 4% in any one year and shall be no more than 14% over the term of the first five (5) years. During the remaining twenty-five (25) years of the lease, such rent escalation shall be no more than 10%.

There shall be no decrease in the original rent or in the adjusted rent as escalated by the terms of this Paragraph, regardless of the aforementioned Consumer Price Index, during the term of this Lease.

(b) Tenant shall have the option upon ninety (90) days' written notice to Landlord prior to the expiration of the initial thirty (30) year term of this Lease to renew the Lease subject to the terms and conditions contained herein for an additional term of five (5) years beyond the initial term of this Lease. Tenant shall have the further option of renewal for one (1) additional term of five (5) years, upon ninety (90) days' written notice to the Landlord prior to the expiration of the preceding term, subject to the terms and conditions contained herein.

SECTION II: PAYMENT PROVISIONS. Rent due hereunder is payable monthly in advance on the first day of each month during the term of this Lease. Payments made after the fifteenth (15) day of the month in which due shall be subject to a late fee of five percent (5%) of the total amount outstanding. All payments should be made to Sussex County Council, Sussex County Accounting Office, P.O. Box 589, Georgetown, Delaware 19947, or such other place or places as may from time to time be designated in writing by Landlord.

SECTION III: REPAIR AND CARE. The Tenant has examined the premises and has entered into this lease without any representation on the part of the Landlord as to the conditions thereof. The Tenant shall take good care of the premises at the Tenant's own cost and expense, and shall maintain the premises in good condition and state of repair and at the end of the term hereof or any extension thereof, shall deliver the rented premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards or entrances, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

SECTION IV: USE OF PREMISES. Tenant shall have the right to erect a hangar upon the premises and to install thereon associated equipment appurtenant and necessary. Such improvements may be erected by Tenant in such style as it deems proper, all at its own cost and expense. Tenant shall have the right to utilize the leased premises and any improvements to be located thereon for only those purposes set forth in Appendix B attached hereto. Construction of improvements on the premises shall be subject to site plan approval by Landlord. Construction of said hangar shall begin within six (6) months of the execution of this Lease, and shall be completed within one (1) year of the date of this Lease.

The use of the premises shall at all times comply with all laws, ordinances, orders, regulations and requirements of any governmental authority having jurisdiction. Use of the premises shall also comply with National Fire Protection Association Standard 409, relating to aircraft hangars. Tenant shall retain

title to such improvements during the term hereof and upon the expiration of the term of this Lease, Tenant or its successor shall deliver up to the Landlord such improvements as may then be upon the demised premises, except removable trade fixtures as hereinafter provided. It is specifically agreed that this Lease agreement is non-exclusive. Landlord reserves the right to lease other real property at the Sussex County Industrial Park for identical or similar uses.

SECTION V: TAXES. Tenant shall pay all ad valorem taxes, including taxes levied by Sussex County, on the improvements erected on the premises and all equipment installed therein.

SECTION VI: RIGHT TO CONTEST. The Tenant shall have the right in good faith to contest by legal proceedings or otherwise the assessment upon the premises by any governmental authority levying or attempting to levy taxes thereon. Landlord shall cooperate with Tenant, but at no expense to Landlord, in any such protest as Tenant shall make. In the event Tenant shall determine to contest such taxes, Tenant shall, within the time herein set forth for the payment of such taxes, post with the proper governmental authorities such sum of money or take such other action satisfactory to Landlord, as will protect the property from nonpayment during such contest. Further, the Tenant shall obtain the participation of the Landlord in any tax appeal, if required.

SECTION VII: STATUTORY LIEN. Landlord hereby claims any and all statutory or other liens which it may have upon the equipment, furniture, fixtures, and personal property of any Tenant or Sub-Tenant placed upon the improvements, and Tenant agrees that Landlord has such a lien to the extent provided by statute or otherwise. Landlord agrees to subordinate its lien right to the lien of any mortgage, deed of trust, or security instrument given by Tenant for the construction of the improvements and purchase of the equipment, fixtures and personal property placed upon the property. Tenant shall furnish the Landlord copies of all such security instruments.

SECTION VIII: LIABILITY INSURANCE.

(a) Property Insurance - Tenant shall secure and maintain, at its own expense, all property insurance it deems satisfactory to protect its interests which insures against direct physical loss of or damage to Tenant's real and personal property including fixtures and equipment located in or at the Premises and all business income insurance it deems satisfactory to protect its interests as a result of direct physical loss of or damage to Tenant's real and personal property, fixtures and equipment located in or at the Premises.

(b) Waiver of Subrogation - To the fullest extent permitted by law, Tenant waives any right of recovery from Landlord for any loss of or damage to the property (or resulting loss of income or extra expense) of Tenant, 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. To the fullest extent permitted by law, Tenant's property insurer shall not hold any right of subrogation against Landlord. 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 injury and advertising injury claims arising from the Tenant's occupancy of the Premises or operations incidental thereto, with the combined single limit of $1,000,000 per occurrence and a general aggregate limit of $2,000,000. Such insurance shall be endorsed to name Landlord, its employees, agents, officials or volunteers as additional insureds.

(d) 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 disease.

(e) Evidence of Insurance/Insurers - Tenant shall furnish certificates of insurance, acceptable to Landlord, 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 Insurance reports rating of "A-" "V II" or better, unless otherwise approved by the Landlord. 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 of insurance, premiums paid by Landlord shall be recoverable by Landlord from Tenant, together with interest thereon, as additional rent promptly upon being billed therefor.

(f) 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.

SECTION IX: SUBORDINATION. For the purpose of constructing any improvements on the demised premises, Tenant shall be authorized to finance said improvements to the extent of their costs and to secure the same by mortgage, or other lien on the demised premises

and any such security shall constitute and be a first lien on Tenant's leasehold interest in said demised premises and all improvements thereon installed by Tenant. Landlord, subject to the reservations hereinafter stated, agrees to execute such other instruments as the lender may reasonably require for the purpose of securing to the lender a first lien on the Tenant's Leasehold interest in the demised premises and any improvements thereon which are installed by Tenant. Landlord agrees to cooperate with the Tenant to a reasonable degree in modifying this Lease to comply with the reasonable requirement of said lender, if necessary. The Landlord shall not be required to assume in any manner any liability on such loan. In no event shall the term of the lien extend past the term of this Lease.

SECTION X: SUBLETTING AND ASSIGNING. Tenant shall not have the right to assign this Lease or sublet the demised premises unless the written consent of the Landlord is acquired. Such assignment or subletting shall in no way relieve Tenant of any responsibility for the payment of rent or for the performance of any of the other covenants or conditions hereof. The prospective assignee or Sub-Tenant shall be subject to inquiries concerning the nature of business and employment goals. Such assignee or Sub-Tenant shall in writing assume all of the obligations to be performed by Tenant hereunder.

Leasing of any amount of hangar space shall be considered the subletting of the demised premises, except that the subletting of a portion but not all of the hangar space shall not require prior approval of the Landlord, as long as Landlord is informed of the name and address of the Sub-Tenant.

SECTION XI: NOTICE. All notices required to be given under this Lease either by Landlord to the Tenant or by the Tenant to the Landlord shall be in writing. The same shall be deemed given in the case of the Landlord when it shall have deposited such notice by certified mail in the post office addressed to the Tenant at Tenant's last known address or to such other address as Tenant shall from time to time furnish Landlord. Personal service of any such notice shall be deemed as a substitute for the mail notice.

SECTION XII: CONDEMNATION. If at any time during the term hereof the whole of the demised premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, then and in such event, when possession shall have been taken of the premises by the condemning authority, the lease hereby granted and all rights of the Tenant hereunder shall immediately cease and terminate and the rent shall be apportioned and paid to the time of such termination.

If pursuant to the provisions of this article, this Lease shall have been terminated and if prior to such termination, Tenant shall have made any improvements upon the premises, Landlord shall be entitled to all of the condemnation proceeds which may be granted with respect to the land herein described as such land is

distinguished from the improvements; and Tenant shall be entitled to the proceeds of any condemnation awarded on account of the value of any improvements made by Tenant.

SECTION XIII: PARTIAL CONDEMNATION. If after commencement of this Lease only a part of the demised premises shall be taken or condemned, the Landlord shall be entitled to any award made with respect to the land herein described as same is distinguished from any improvements made by Tenant; and Tenant shall be entitled to any award made for any improvements condemned. In the event such condemnation shall leave a portion of the demised premises which in Tenant's sole judgment is usable by Tenant, the Lease shall remain in full force and effect, but the rents herein reserved to the Landlord shall be adjusted so that Tenant shall be entitled to a reduction in rent in the proportion that the value of land taken bears to the value of the entire demised premises.

If a portion of the demised premises is taken or condemned prior to commencement of construction hereunder, the proceeds shall belong solely to the Landlord and the rental hereunder shall not be abated. Provided however, that Tenant shall have the right to terminate this Lease if in its sole judgment the premises have been rendered unsuitable for its purpose.

SECTION XIV: DEFAULT.

(a) Events of Default Defined. The following shall be "events of default" under this Lease and the terms "event of default" or "default" shall mean, whenever they are used in this Lease any one or more of the following events:

(1) failure by the Tenant to pay the rents required to be paid at the times specified herein and continuing for a period of thirty (30) days after notice by mail is given to the Tenant that the rental payment referred to in such notice has not been received;

(2) failure by the Tenant to observe and perform any covenant, condition or agreement of this Lease on its part to be observed or performed, other than as referred to in subsection (1) of this Section, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, given to the Tenant by Landlord, unless the Landlord shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Landlord will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the Tenant within the applicable period and diligently pursued until the default is corrected; or

(3) the dissolution or liquidation of the Tenant or the filing by the Tenant of a voluntary petition in bankruptcy, or failure by the Tenant promptly to lift or bond (if legally

permissible) any execution, garnishment or attachment of such consequences as will impair it ability to carry on its operation, or the commission by the Tenant of any act of bankruptcy, or adjudication of the Tenant as bankrupt or assignment by the Tenant for the benefit of its creditors, or the entry by the Tenant into an agreement of composition with its creditors, or the approval by a Court of competent jurisdiction of a petition applicable to the Tenant in any proceedings for its reorganization instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar act which may hereafter be enacted. The term "dissolution or liquidation of the Tenant", as used in this subsection, shall not be construed to included the cessation of the corporate existence of the Tenant resulting from a merger or consolidation of the Tenant into or with another corporation or of a dissolution or liquidation of the Tenant following a transfer of all or substantially all its assets as an entirety.

(4) failure by Landlord to observe or perform any covenant, condition or agreement of this Lease on its part to be observed or performed, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, given to the Landlord by Tenant, unless the Tenant shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Tenant will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the Landlord within the applicable period and diligently pursued until the default is corrected.

(b) Remedies of Default. Whenever any event of default referred to in subsections (1) through (3) above shall have happened and be subsisting, Landlord may take any one or more of the following remedial steps:

(1) Apply any money or property of Tenant's in Landlord's possession to discharge in whole or in part any obligation or covenant to be observed or performed by Tenant hereunder.

(2) Perform any obligation or covenant to be performed by Tenant hereunder and charge Tenant therefor.

(3) Terminate the Lease.

(4) Enter the premises and take possession of the same and hold Tenant liable for the rent thereafter accruing and due until such time as Landlord can obtain another suitable Tenant of the premises under the same terms hereof.

(5) Enter the leased premises and without notice immediately proceed by distress and sale of the goods there found to recover all rent then due and all costs and officers' commissions, including a reasonable constable's commission, which

costs and officers' commissions shall become part of the claim for rent. Tenant waives any limitation as to the goods upon which, or the time within which, distress and sale, may be made, waives any necessity for identifying the goods involved, and authorizes the sale of such goods at any time without any appraisement or condemnation thereof.

(c) Whenever any event of default referred to in subsection (4) above shall have happened and be subsisting, Tenant shall have the right, at its option, to terminate the lease.

(d) No remedy herein conferred upon or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION XV: NON WAIVER OF SUBSEQUENT BREACH. Tenant agrees that any waiver by Landlord of the performance of any one of the conditions of this Lease shall not be deemed to constitute a waiver of the right of Landlord to proceed against Tenant upon any subsequent breach of the same or other conditions of this Lease.

SECTION XVI: SEVERABILITY. If any provisions of this Lease shall be held invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

SECTION XVII: SHORT FORM LEASE. Upon the request of either of them, the parties shall execute and exchange copies of a short form lease outlining the pertinent terms herein contained, which short form lease may be recorded in lieu of recording this instrument, but the terms of this instrument shall control in all aspects in regard to matters omitted from such short form lease or in respect to conflicts therewith.

SECTION XVIII: COMPLIANCE WITH LAWS. Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and County Government and Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply will all orders, regulations and directives of the State Fire Marshall or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

SECTION XIX: LANDLORD NOT LIABLE FOR DEBTS, ACTS OR OMISSIONS OF TENANT. Tenant shall not be the agent or partner of the Landlord; and Tenant shall have no authority to make any contract or do any

act so as to bind the Landlord or as to render the Landlord or the Leased premises liable therefor. Tenant will save the Landlord and the demised premises harmless from any penalty, damages, neglect, or negligence of Tenant, property damage, illegal act or otherwise. The improvements to be placed on said leased premises shall be constructed at the sole expense of the Tenant, and Landlord shall not be liable in any way for any amount of money arising out of said construction. Before starting construction, Tenant shall have recorded on the public records of Sussex County, Delaware, such legal notice as may be necessary wherein the public is advised that the Landlord is not in any way liable for any claims or obligations for labor and materials on said job, and that the laborers, material men and subcontractors shall look solely to the Tenant for payment and shall not be entitled to place a lien against said demised property. If any mechanic's or materialmen's lien is filed or any claim made on account of labor or other material furnished, alleged to have been furnished or to be furnished to the Tenant at the leases premises or against Landlord as the owner thereof, the Tenant shall within ninety (90) days after written notice from the Landlord thereof, either pay or bond the same or procure the discharge thereof in such manner as may be provided by law. The Tenant will indemnify Landlord for its costs, legal fees and expenses in defending any action, suit or proceedings which may be brought thereon or for the enforcement of such lien, or liens and the Tenant shall pay any damages and any judgment entered thereon and save harmless and indemnify the Landlord from any claims of damages resulting therefrom. Failure to do so shall entitle the Landlord to resort to remedies as are provided herein in the case of any default of this Lease, in addition to such as are permitted by law.

SECTION XX: SUCCESSORS AND ASSIGNS. All of the terms, covenants, conditions and agreements herein contained shall in every case be binding upon the successors and assigns of the parties hereto.

SECTION XXI: NON-PERFORMANCE BY LANDLORD. This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

SECTION XXII: DAMAGE AND CASUALTY. If the leased premises are damaged by fire or other casualty to more than fifty percent (50%), Tenant may terminate this Lease, provided the Tenant first removes all structures on the land at its expense and restores the surface of the land to its condition at the date of the initial term of this Lease. The rent is to be paid to the date of termination. The Landlord shall be named as co-insured on Tenant's fire and

casualty insurance policy in such amount as will protect its interest therein.

SECTION XXIII: QUIET ENJOYMENT. The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant, on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned. Landlord also covenants that it will maintain streets, roadways and runways, not located on the leased premises, at the Sussex County Airport and Industrial Park Complex, in good order and repair, and will provide security on the premises. Landlord will permit 24 hour per day, 365 day per year access to the hangar.

SECTION XXIV: ENTIRE CONTRACT. This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representation or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

SECTION XXV: IMPROVEMENTS. Tenant shall be responsible for all maintenance and repair to any improvements. Tenant shall be responsible for all grass cutting and snow removal. Grass shall be mowed regularly so as to prevent grass from growing beyond 6" in height. Snow removal from access road to Tenant's building shall be the sole responsibility of Tenant. Tenant shall pay for all utilities of whatsoever kind which are furnished to the leased premises. Landlord shall provide a connection to the central sewer system, but Tenant shall be responsible for all other utility connections. Tenant shall be solely responsible for water, and Landlord shall have no obligation for the same. At the end of this lease, the hangar erected on the demised premises and any fixtures which are a part thereof, shall remain a part to the premises and shall be the property of the Landlord. Any trade fixtures which were installed on the property by Tenant and which are removable without substantial damage to the hangar shall remain the property of the Tenant, provided that Tenant shall promptly repair any damage to the hangar on the demised premises caused by their removal and that Tenant is not in default of any covenant or agreement contained in this Lease; otherwise such trade fixtures shall not be removed and Landlord shall have a lien thereon to secure itself on account of its claims.

SECTION XXVI: MISCELLANEOUS. In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs,

executors, administrators, personal or legal representatives, successors and assigns.

SECTION XXVII: INDEMNIFICATION. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims arising from Tenant's use of the premises or from the conduct of its business or from any activity, work or things which may be permitted or suffered by Tenant in or about the premises, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons in or about the premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except as permitted by law. Tenant hereby agrees that, except as permitted by law, Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the doors, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the premises; nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors and invitees, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, rain or other elements, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliance, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed, the day and year first above written. The written resolution of any applicable Board of Directors being attended hereto as evidence of the authority of the undersigned corporate officers to execute the lease.

SUSSEX COUNTY COUNCIL, LANDLORD

BY: Dale Dukes

DALE DUKES
President

Attest: Robin A. Griffith

Clerk of County Council

APPROVED AS TO FORM:

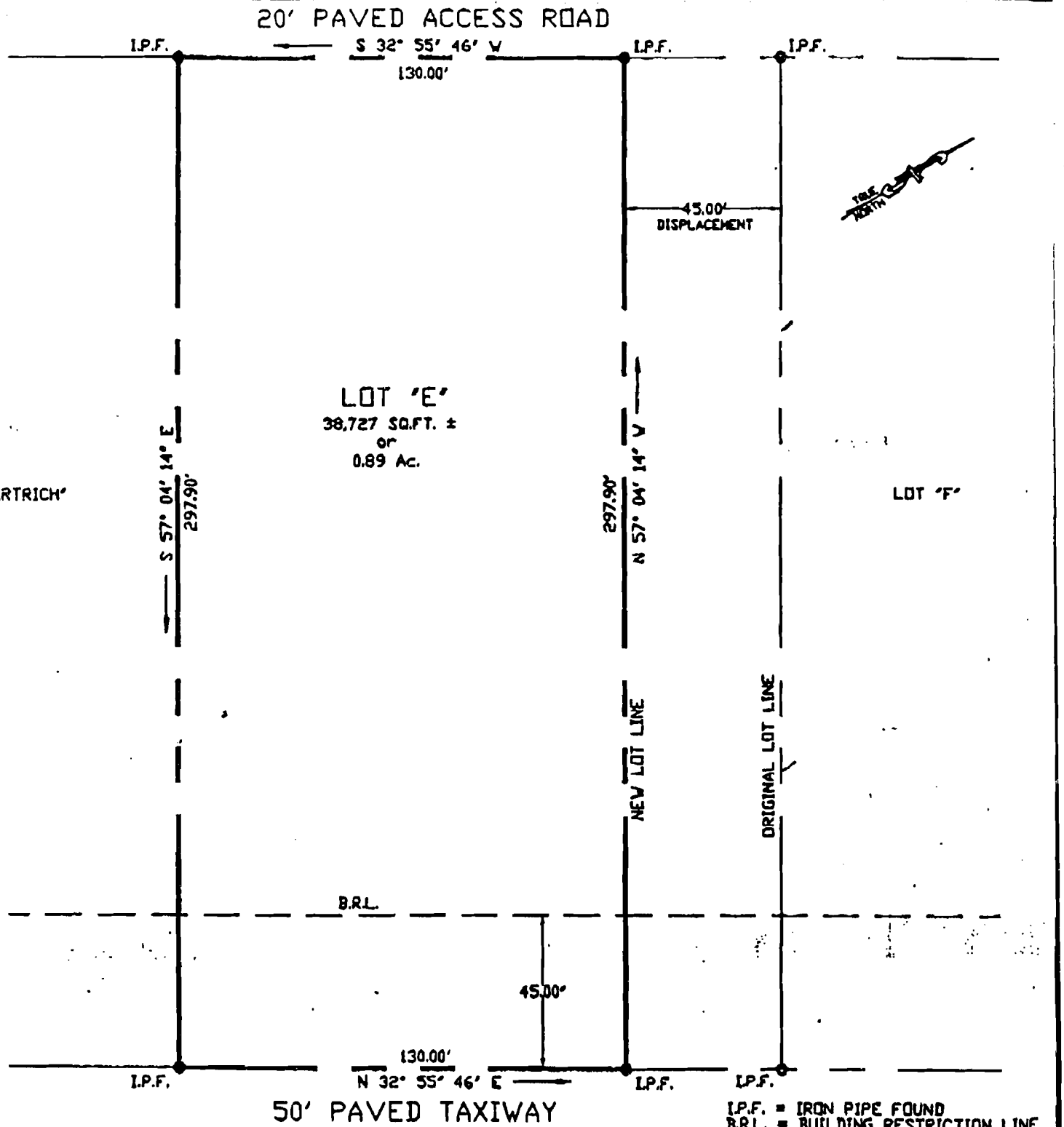
BY: _____
PETER B. JONES, ESQUIRE
Asst. Sussex County Attorney

ALLEN FAMILY FOODS, INC.,
TENANT

_____
PRESIDENT

_____
SECRETARY

CORPORATE SEAL



scale: 1" = 40'

LEASE WITH ALLEN FAMILY FOODS, INC.

SUSSEX COUNTY
ENGINEERING DEPT.

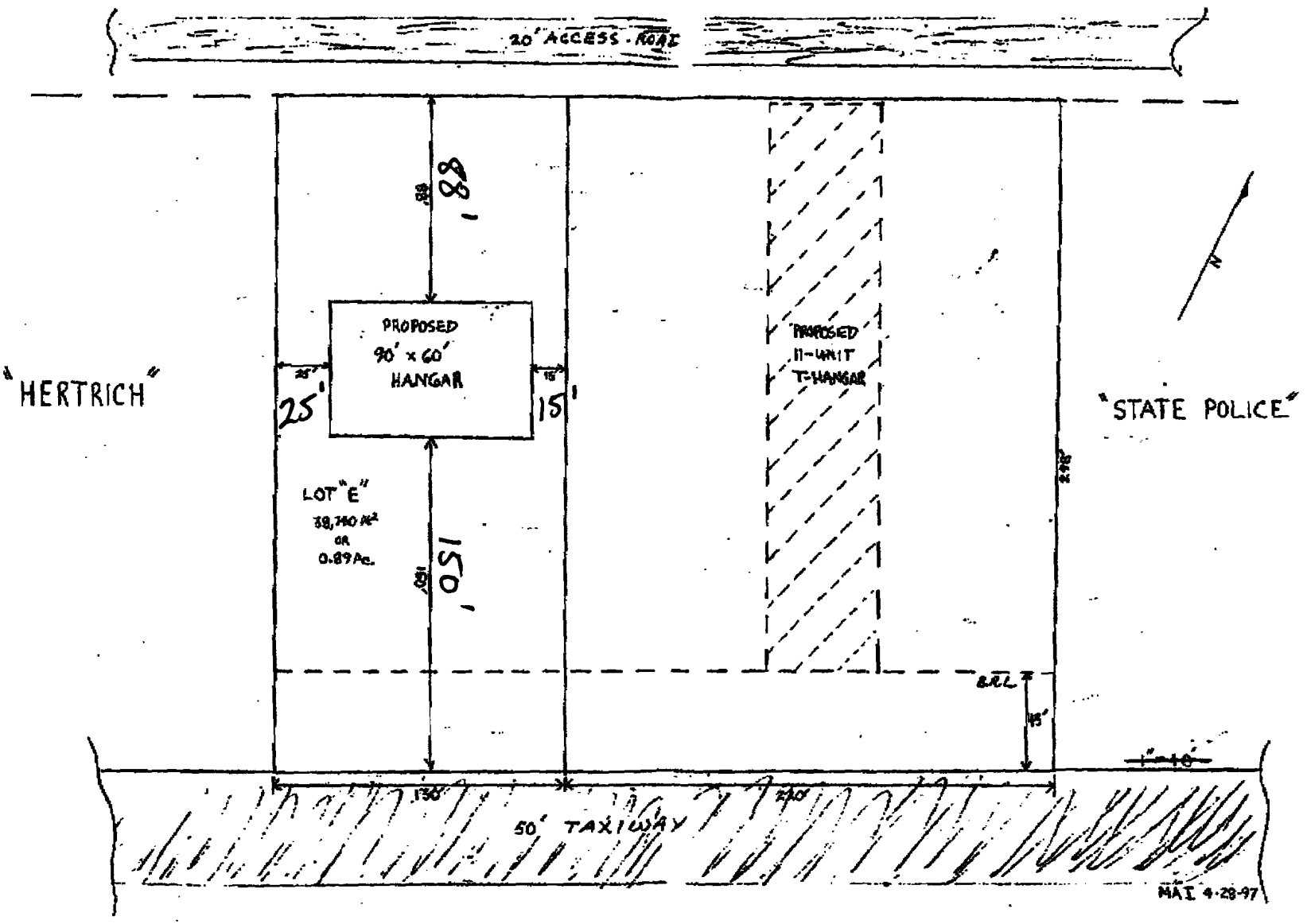
drawn by: DEREK A. SAPP 6/5/97
surveyed by: DEREK A. SAPP and RICHARD S. McCABE

6-10-97

MICHAEL ANTHONY IZZO
REGISTERED
No. 9261
DELAWARE
PROFESSIONAL ENGINEER

APPENDIX B

Tenant will utilize the property (as described in Appendix A to this Lease) for the construction, operation and maintenance of an airplane hangar for airplane maintenance and storage.


20' ACCESS ROAD
88'
PROPOSED
90' x 60'
HANGAR
25'
15'
"HERTRICH"
"STATE POLICE"
PROPOSED
11-UNIT
T-HANGAR
LOT "E"
38,740 ft²
OR
0.89 Ac.
150'
BRL
15'
1"=10'
130'
240'
50' TAXIWAY
MAI 4-28-97

Tax Parcel No. 1-35-20.00-75.00, Unit E
PREPARED BY AND RETURN TO:
Stephen W. Spence, Esquire
Phillips, Goldman & Spence, P.A.
1200 N. Broom Street
Wilmington, DE 19806
Our File: CTYBK-79

NOTICE AND MEMORANDUM OF LEASE and ASSIGNMENT OF LEASE

PROPERTY: A +/- 38,740 sq. ft. parcel designated as **Lot "E"** at the **Sussex County Airport and Industrial Park Complex** ("Lot E") Hangar at Sussex County Airport, 21399 Rudder Lane, Georgetown, DE 19947

OWNER/ LANDLORD: **Sussex County**, a political subdivision of the State of Delaware, P.O. Box 589, Georgetown, DE 19947

TENANT/ ASSIGNOR: **County Bank**, 19927 Shuttle Road, Rehoboth Beach, DE 19971

TENANT/ ASSIGNEE: **Rickards Aviation Group, LLC**, 29826 Millsboro Highway, Millsboro, DE 19966

LEASE DATE: July 28, 1997

TERM: Thirty (30) years, commencing on the 1st day of August, 1997, and ending on the 31st day of July, 2027.

RENEWAL TERM(S): Two (2) Five (5) year options to renew, upon terms and conditions set forth in the Lease.

NOTICE/ SUMMARY: This Notice and Memorandum of Lease and Assignment of Lease is intended for notice purposes only, and contains only a summary of some of the essential terms of the Lease referred to herein. It is not intended to include all of the essential terms of the Lease, or to amend the Lease. The terms and conditions of the Lease itself shall be determinative of any item listed in this Notice and Memorandum of Lease. The Assignment of Lease referred to above is attached to this

Memorandum.

IN WITNESS WHEREOF, the parties hereto have set their hand(s) and seal(s), the day and year first above written.

OWNER/LANDLORD: SUSSEX COUNTY

_____
WITNESS

By:_____(SEAL)
Michael H. Vincent, President

Attest:_____(SEAL)
Clerk of County Council

APPROVED AS TO FORM:

By:_____
County Attorney

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this _____ day of _____, 2015, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Michael H. Vincent, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed and the act and deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority.

GIVEN under my hand and seal of office, the day and year aforesaid.

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, the parties hereto have set their hand(s) and seal(s), the day and year first above written.

COUNTY BANK

WITNESS

By: _____ (SEAL)
Authorized Officer

STATE OF DELAWARE :
: SS.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this _____ day of _____, 2015, personally came before me the Subscriber, a Notary Public for the State and County aforesaid, Joseph L. Schocklin, Barry A. Breeding of County Bank, who is personally known to me, and furthermore, the aforementioned person has acknowledged this his/her signature was his/her free and voluntary act for the purposes set forth in this instrument duly authorized by the Board of Directors of County Bank.

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

Notarial Officer

STE[illegible]N W. SPENCE
[illegible]at Law
Notarial [illegible]te of Delaware
Pursuan[illegible] § 4323(a)(3)
My Com[illegible] Expiration Date

IN WITNESS WHEREOF, the parties hereto have set their hand(s) and seal(s), the day and year first above written.

RICKARDS AVIATION GROUP, LLC

_____ By _____ (SEAL)
WITNESS

STATE OF Delaware
: ss.
COUNTY OF Sussex :

BE IT REMEMBERED, that on this 4th day of May, 2015, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, EZRA RICKARDS, _____ of Rickards Aviation Group, LLC, party to the foregoing Indenture, known to me personally to be such, and acknowledged said Indenture to be his deed and the act and deed of the company.

GIVEN under my hand and seal of office, the day and year aforesaid.

_____
NOTARY PUBLIC

Robin A. Timmons
Notary Public Delaware
Exp. March 24, 2016

Tax Parcel No. 1-35-20.00-75.00, Unit E
PREPARED BY AND RETURN TO:
Stephen W. Spence, Esquire
Phillips, Goldman & Spence, P.A.
1200 N. Broom Street
Wilmington, DE 19806
Our File: CTYBK-79

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, **COUNTY BANK** ("Assignor"), as described in the Lease Agreement dated July 28, 1997 with Sussex County as Lessor, assigns all right, title and interest in the Lease Agreement to **RICKARDS AVIATION GROUP LLC**, having an address of 29826 Millsboro Highway, Millsboro, Delaware 19966 ("Assignee"), and the successors and assigns of Assignee. And, further, Lessor hereby consents to said Assignment, and releases Assignor from any further obligations under the aforesaid Lease Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the _____ day of _____, 2015.

{SIGNATURES APPEAR ON FOLLOWING PAGES}

ASSIGNOR:
COUNTY BANK

Barry A. Balding
WITNESS

By: _____ (SEAL)
Authorized Officer

STATE OF DELAWARE :
: SS.
COUNTY OF SUSSEX :

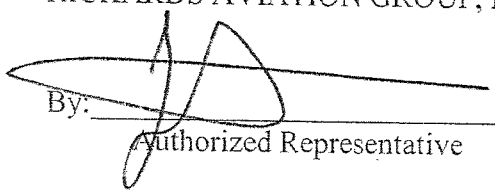
BE IT REMEMBERED, that on this 6th day of May, 2015, personally came before me the Subscriber, a Notary Public for the State and County aforesaid, Joseph L. Shockley, Barry A Brudy of County Bank, who is personally known to me, and furthermore, the aforementioned person has acknowledged this his/her signature was his/her free and voluntary act for the purposes set forth in this instrument duly authorized by the Board of Directors of County Bank.

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

Notarial Officer

STEPHEN W. SPENCE
Attorney at Law
Notarial Officer, State of Delaware
Pursuant to29 Del.C. § 4323(a)(3)
My Commission Has No Expiration Date

ASSIGNEE:
RICKARDS AVIATION GROUP, LLC

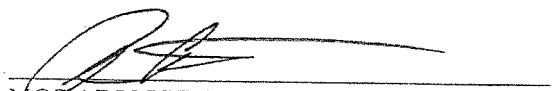


_____ By: _____ (SEAL)
WITNESS Authorized Representative

STATE OF Delaware :
: ss.
COUNTY OF Sussex :

BE IT REMEMBERED, that on this 14th day of May, 2015, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, EZRA RICKARDS, _____ of Rickards Aviation Group, LLC, party to the foregoing Indenture, known to me personally to be such, and acknowledged said Indenture to be his deed and the act and deed of the company.

GIVEN under my hand and seal of office, the day and year aforesaid.



NOTARY PUBLIC

Robin A. Timmons
Notary Public Delaware
Exp. March 24, 2016

LANDLORD:
SUSSEX COUNTY

_____
WITNESS

By:_____(SEAL)
Michael H. Vincent, President

Attest:_____(SEAL)
Clerk of County Council

APPROVED AS TO FORM:

By:_____
County Attorney

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this _____ day of _____, 2015, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Michael H. Vincent, President of Sussex County Council, a political subdivision of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed and the act and deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority.

GIVEN under my hand and seal of office, the day and year aforesaid.

_____
NOTARY PUBLIC

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799

Sussex County
DELAWARE
sussexcountyde.gov

JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

Proposed Deerbrook Area Annexation
Long Neck Sanitary Sewer District

DRAFT FACT SHEET

- **May 24, 2011 permission was granted to prepare and post public hearing notices for the proposed annexation area.**

- **July 26, 2011 County Council deferred action on the proposal to extend the boundary to include the proposed annexation area.**

- **June 2, 2015 County Council approved an agreement with the developer that establishes a timeline.**

- **October 8, 2015, 1:00 p.m. a second public hearing was held to update residents on the proposed boundary extension and revised project by the developer and Sussex County.**

Results:

24 persons attended the public hearing;

16 YES

8 NO

By phone, email or letter;

3 YES

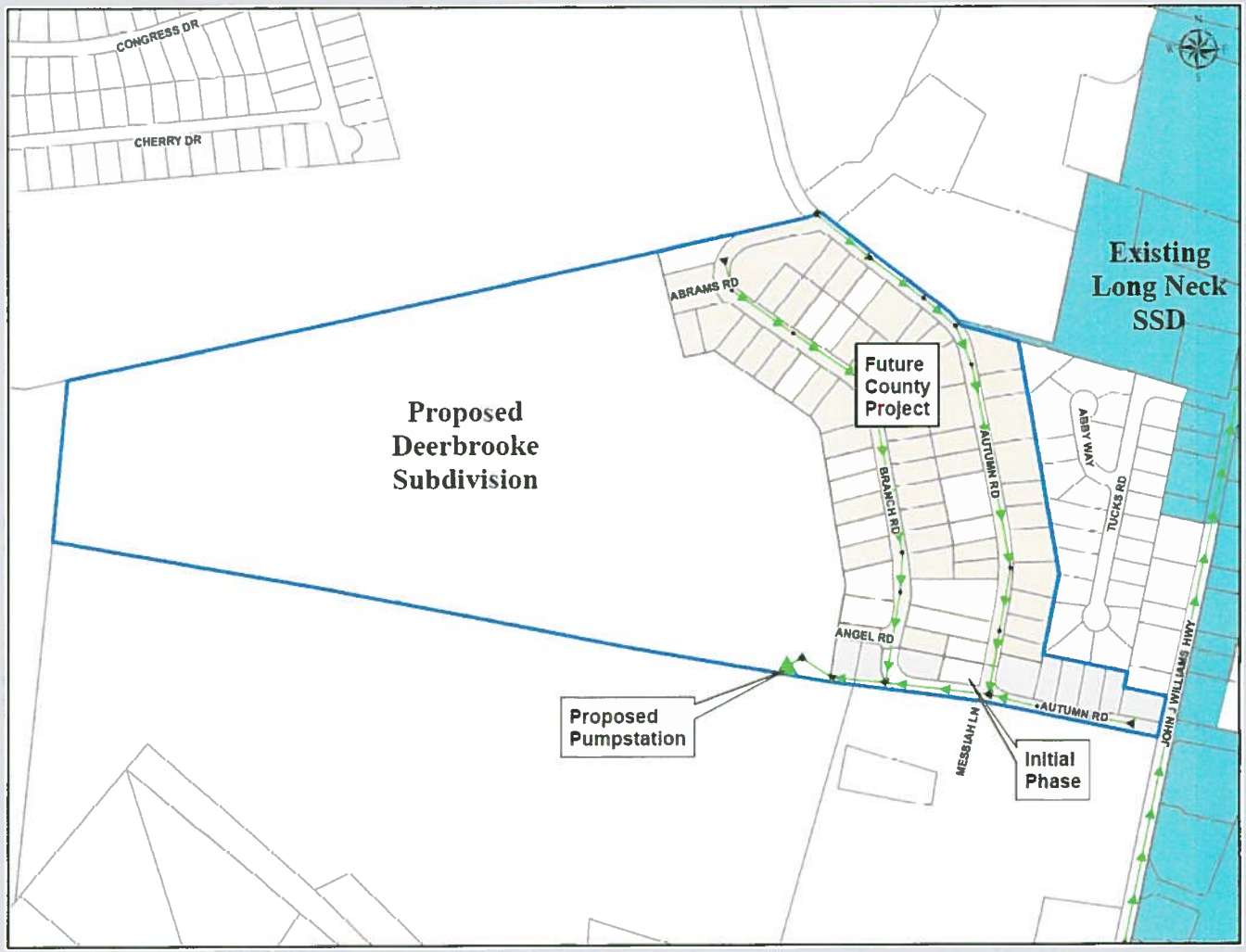
5 NO

Total:

19 YES

13 NO

Deerbrook Expansion of the Long Neck Sanitary Sewer District



Proposed Infrastructure

Deerbrook Expansion of the Long Neck Sanitary Sewer District

Estimated User Charges

Current Annual service charge	$286.00 /EDU
Front Foot Assessment	$3.57 / FF

Estimated typical annual costs are shown below using these charges:

50 FF with home	$464.50
75 FF with home	$553.75
100 FF with home	$643.00
Permit Fee (one-time)	$100.00
System Connection Charge	$4,510.00

These costs may differ for those in the future Sussex County Project as that project may be funded by another source and will be responsible for the loan.

Deerbrook Expansion of the Long Neck Sanitary Sewer District

Proposed Project Schedule

Time Frame	Phase
October 8, 2015	Public Hearing
October 20, 2015	Public Hearing results presented to County Council for approval
Immediately following annexation	Developer required to submit for final recordation
Construction to begin no longer than 18 months from the date of Final Recordation	
Approx. 1 year	Off-site Regional Infrastructure Complete
3-5 Years	Future County Project

RESOLUTION

A RESOLUTION TO EXTEND THE BOUNDARY OF THE LONG NECK SANITARY SEWER DISTRICT (LNSSD) TO INCLUDE AN AREA OF LAND WEST OF JOHN J. WILLIAMS HIGHWAY, NEAR THE INTERSECTION WITH AUTUMN ROAD , EAST OF THE TOWN OF MILLSBORO

WHEREAS, Sussex County has established the Long Neck Sanitary Sewer District (LNSSD); and

WHEREAS, in the best interests of the present district and to enhance the general health and welfare of that portion of Sussex County by and contiguous to the LNSSD, the inclusion of this area will be beneficial; and

WHEREAS, in accordance with 9 Del.C., Section 6502 (a), the Sussex County Council may, upon request of the County Engineer, revise the boundary of an established sewer district when 50 or more houses have been connected by posting a public notice in four public places in the district describing the new or revised boundary; and

WHEREAS, the Sussex County Council has caused to be posted a public notice in at least four public places in the district, as verified by the affidavit of Rob Davis, a copy of which affidavit and public notice is attached hereto and made a part hereof; and

WHEREAS, in accordance with 9 Del.C., Section 6502 (b), the Sussex County Council shall, within ninety days after posting the public notices pass a formal resolution establishing the new boundary of the district;

NOW, THEREFORE,

BE IT RESOLVED the Sussex County Council hereby revises the boundary of the LNSSD to include an area of land west of John J. Williams Highway, east of the town of Millsboro, as follows:

BEGINNING at a point situate at the intersection of County Road 299 (Autumn Rd) and John J. Williams Hwy, said point also being along the LNSSD boundary line; thence proceeding by and with said boundary in a northeasterly direction ±115 feet to a point, said point being along the centerline of John J. Williams Hwy; thence leaving said centerline and proceeding in a westerly direction ±25 feet to a point, said point being the southeasternmost corner of lands now or formally (N/F) of H&H Ventures LLC; thence proceeding by and with said lands in the following two (2) courses and directions: northwesterly ±150 feet and northeasterly ±53 feet to a point, said point being the southeasternmost corner of the Sherwood Forest North subdivision; thence continuing by and with said lands of Sherwood Forest North in the following distances and directions: northwesterly ±295 feet, northeasterly ±270 feet, and northwesterly ±800 feet to a point, said point being a point along the LNSSD boundary line, said point also being the northeasternmost corner of lands N/F of Jean Elizabeth & Theodore McCarthy; thence proceeding by and with said lands of McCarthy in a northwesterly direction ±200 feet to a point, said point being along the easterly ROW of Autumn Rd; thence continuing by and with said ROW in a northwesterly direction ±620 feet to a point, said point being along the westerly boundary line of lands N/F of Trantino & Sandra Norwood; thence crossing the ROW of Autumn Rd in a westerly direction ±50 feet to a point, said point being the southeasternmost corner of other lands N/F of Trantino & Sandra Norwood; thence

proceeding by and with said other lands of Norwood in a southwesterly direction ±2570 feet to a point, said point being the easternmost corner of lands N/F of the State of Delaware; thence proceeding by and with said lands in a southwesterly direction ±550 feet to a point, said point being the northwesternmost corner of lands N/F of Charles W. Coursey; thence proceeding by and with said lands of Coursey in a southeasterly direction ±2770 feet to a point, said point being the northwesternmost corner of lands N/F of Peninsula Square LLC; thence continuing by and with said lands in a southeasterly direction ±1050 feet to a point, said point being along the westerly ROW of John J. Williams Hwy; thence leaving said ROW and proceeding in a easterly direction ±25 feet to a point, said point being along the centerline of John J. Williams Hwy; thence proceeding by and with said centerline in a northeasterly direction ±25 feet to a point, said point being that of the **BEGINNING**

BE IT FURTHER RESOLVED that the Sussex County Council directs the County Engineer and the Attorney for the County Council to procure the necessary lands and right-of-way by purchase, agreement, or condemnation in accordance with the existing statutes; and

BE IT FURTHER RESOLVED that the County Engineer is hereby directed to prepare maps, plans, specifications, and estimates, let contracts for and supervise the construction and maintenance of, or enlarging and remodeling of, any and all structures required to provide for the safe disposal of sewage in the sanitary sewer district, as amended.

LONG NECK SANITARY SEWER DISTRICT
DEERBROOK AREA ANNEXATION
AFFIDAVIT FOR PUBLIC HEARING

STATE OF DELAWARE)(
:
COUNTY OF SUSSEX)(

BE IT REMEMBERED That the subscriber, ROB DAVIS personally appeared before me and known to me personally to be such, who being by me duly sworn to law did depose and say as follows:

A. On September 23, 2015 he was a Planner for the Sussex County Engineering Department, Sussex County, State of Delaware, and

B. On September 23, 2015 he did post the attached "Public Notice," prepared by the Sussex County Engineering Department, at the following locations:

1. Inside next to the entry doors of the Food Lion Store, Nanticoke Crossing Plaza, 24832 John J. Williams Highway, Millsboro, DE 19966.

2. Within the area of land being considered for the proposed annexation to the Long Neck Sanitary Sewer District in five locations as follows:

   a. On Delaware Electric utility pole #114947 approximately between the southwesterly and southeasterly property corners of parcel 2-34-23.00-187.00;

   b. On a driven stake near the southerly access way of parcel 234-23.00-112.00;

   c. On a driven stake near the southeasterly property corner of parcel 234-23.00-164.00;

   d. On Delaware Electric utility pole #26502 located along Branch Road;

   e. On Delaware Electric utility pole #26546 located at the intersection of Branch Road and Autumn Road.

3. On the community bulletin board inside entrance of BP Gas Station, 32369 Long Neck Road, Millsboro DE, 19966.

4. On bulletin board in the entry foyer next to the inner double doors of County Bank, 25933 School Lane, Millsboro, DE 19966.

5. Inside next to entry door of Walgreens Pharmacy, Back Bay Shopping Center, 26191 John J. Williams Highway, Millsboro, DE 19966.

ROB DAVIS

SWORN TO AND SUBSCRIBED before me on this 30th day of September, A.D., 2015.

NOTARY PUBLIC

JAYNE E. DICKERSON
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires on May 7, 2017

My Commission Expires _____.

NOTICE
PROPOSED EXPANSION OF THE LONG NECK SANITARY SEWER DISTRICT TO INCLUDE AN AREA OF LAND LOCATED WEST OF DELAWARE ROUTE 24 (JOHN J. WILLIAMS HWY)

NOTICE IS HEREBY GIVEN that the Sussex County Council voted on May 24, 2011, to consider extending the boundary of the Long Neck Sanitary Sewer District (LNSSD) to include an area of land west of John J. Williams Hwy, east of the town of Millsboro, being in Indian River Hundred, Sussex County, Delaware. File number OM-7.08.26.

This action is in conformity with 9 Del.C. §6502.

A description of the area, which is contiguous to and to be added to the LNSSD is described as follows:

BEGINNING at a point situate at the intersection of County Road 299 (Autumn Rd) and John J. Williams Hwy, said point also being along the LNSSD boundary line; thence proceeding by and with said boundary in a northeasterly direction ±115 feet to a point, said point being along the centerline of John J. Williams Hwy; thence leaving said centerline and proceeding in a westerly direction ±25 feet to a point, said point being the southeasternmost corner of lands now or formally (N/F) of H&H Ventures LLC; thence proceeding by and with said lands in the following two (2) courses and directions: northwesterly ±150 feet and northeasterly ±53 feet to a point, said point being the southeasternmost corner of the Sherwood Forest North subdivision; thence continuing by and with said lands of Sherwood Forest North in the following distances and directions: northwesterly ±295 feet, northeasterly ±270 feet, and northwesterly ±800 feet to a point, said point being a point along the LNSSD boundary line, said point also being the northeasternmost corner of lands N/F of Jean Elizabeth & Theodore McCarthy; thence proceeding by and with said lands of McCarthy in a northwesterly direction ±200 feet to a point, said point being along the easterly ROW of Autumn Rd; thence continuing by and with said ROW in a northwesterly direction ±620 feet to a point, said point being along the westerly boundary line of lands N/F of Trantino & Sandra Norwood; thence crossing the ROW of Autumn Rd in a westerly di-rection ±50 feet to a point, said point being the southeasternmost corner of other lands N/F of Trantino & Sandra Norwood; thence proceeding by and with said other lands of Norwood in a southwesterly direction ±2570 feet to a point, said point being the easternmost corner of lands N/F of the State of Delaware; thence proceeding by and with said lands in a southwesterly direction ±550 feet to a point, said point being the northwesternmost corner of lands N/F of Charles W. Coursey; thence proceeding by and with said lands of Coursey in a southeasterly direction ±2770 feet to a point, said point being the northwesternmost corner of lands N/F of Peninsula Square LLC; thence continuing by and with said lands in a southeasterly direction ±1050 feet to a point, said point being along the westerly ROW of John J. Williams Hwy; thence leaving said ROW and proceeding in a easterly direction ±25 feet to a point, said point being along the centerline of John J. Williams Hwy; thence proceeding by and with said centerline in a northeasterly direction ±25 feet to a point, said point being that of the **BEGINNING**.

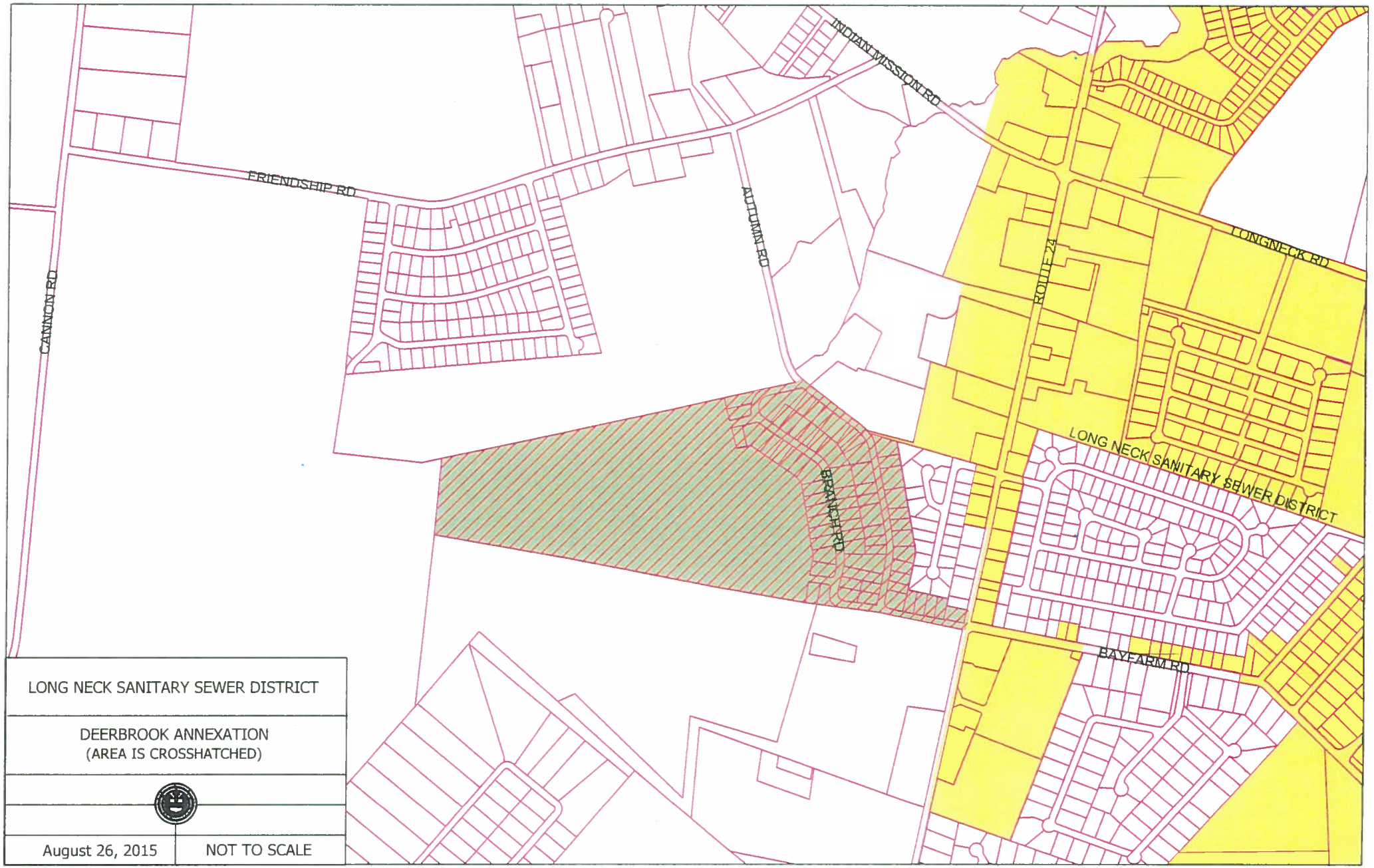
The proposed expansion of the LNSSD is within these boundaries and said to contain 90.00 acres, more or less. The boundary description has been prepared using Sussex County Tax Map Number 2-34-23.00 and 2-34-22.00

A map outlining and describing the extension to the LNSSD is attached. The area involved is crosshatched.

The public hearing will be held on this issue at 1:00 p.m. Thursday, October 8, 2015, in the Don Addor Hall at the Oak Orchard-Riverdale American Legion Post 28, 31768 Legion Road, Millsboro, DE. All interested persons, officials, residents, voters, taxpayers, property owners, or corporations in any way affected by this boundary extension are welcome to attend. There will be an opportunity for questions and answers. The Sussex County Council following the hearing, at one of their regularly scheduled meetings, will make the final decision on the boundary extension.

For further information, please call or write the Sussex County Engineering Department, 2 The Circle, Post Office Box 589, Georgetown, DE 19947 – (302) 855-7718.

Joseph Wright, P E.
Assistant County Engineer



LONG NECK SANITARY SEWER DISTRICT

DEERBROOK ANNEXATION
(AREA IS CROSSHATCHED)

August 26, 2015 | NOT TO SCALE

LAWRENCE LANK
DIRECTOR OF PLANNING & ZONING
(302) 855-7878 T
(302) 854-5079 F
llank@sussexcountyde.gov

Sussex County
DELAWARE
sussexcountyde.gov

MEMORANDUM

TO: Todd Lawson
County Administrator

FROM: Lawrence B. Lank
Director of Planning and Zoning

RE: Conditional Use No. 1642
Sunrise Ventures, LLC
Time Extension

DATE: October 15, 2015

At their meeting of August 13, 2015 the Planning and Zoning Commission considered a request for a five (5) year extension per a letter from Mark Dunkle, Esquire, dated April 24, 2015, regarding Conditional Use No. 1642, an application for 30 multi-family dwelling structures just southwest of Route One and north of the Lewes and Rehoboth Canal. Rather than granting the requested five (5) year extension, the Commission approved a suspension of the extension for six (6) months beginning on August 13, 2015. The suspension means that the site shall be required to be substantially under construction by July 1, 2016.

Attached please find the referenced request letter from Mark Dunkle, Esquire, and a letter from Vincent Robertson, Assistant County Attorney, dated May 5, 2015, in response to Mr. Dunkle's request.

Mr. Dunkle's letter provides some history of significant factors supporting his request.

Should you have any questions, please do not hesitate to contact myself or Janelle Cornwell, Planning and Zoning Manager, at this Department.

Cc: Robin Griffith, Clerk of Council
Vincent Robertson, Esquire

Rec'd 4-28-15

LAW OFFICES
PARKOWSKI, GUERKE & SWAYZE
PROFESSIONAL ASSOCIATION
116 WEST WATER STREET
P.O. BOX 598
DOVER, DELAWARE 19903
302-678-3262
FAX: 302-678-9415
www.pgslegal.com

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CLAY T. JESTER
JEREMY W. HOMER
JOHN C. ANDRADE
MARK F. DUNKLE (also GA & PA)
WILLIAM A. DENMAN
MICHAEL W. ARRINGTON (also MD & DC)
CHRISTINE P. SCHILTZ
MICHAEL W. TEICHMAN
KASHIF I. CHOWDHRY (also PA)
JAMES D. NUTTER
ELIO BATTISTA JR.
KEITH H. ELLIS (also DC)

CAROLYN M. MCNEICE
OF COUNSEL

WILMINGTON OFFICE
800 KING STREET, SUITE 203
WILMINGTON, DE 19801
302-654-3300
FAX: 302-654-3033

GEORGETOWN OFFICE
16 S. FRONT STREET
GEORGETOWN, DE 19947
302-855-9090
FAX: 302-855-1113

April 24, 2015

Vincent G. Robertson, Esquire
Griffin & Robertson, P.A.
19264 Miller Rd., Unit A
Rehoboth Beach, DE 19971

RE: Sunrise Ventures, LLC

Dear Vince:

On behalf of my client Sunrise Ventures, LLC, I respectfully submit this request to the Sussex County Planning and Zoning Commission and County Council, for a tolling of the expiration of the land use approvals granted in CU#1642 for Blue Point Villas II (a/k/a Oyster House Village). As I indicated in my original extension request of January 30, 2009 (Exhibit "A" attached), the special circumstances created by undetected environmental conditions still remain. Since the termination of litigation in the Court of Chancery, Superior Court and the Delaware Supreme Court, Sunrise Ventures has been diligently working with DNREC to incorporate an environmental remediation plan as part of the construction of this residential community. Remediation via construction provides the only cost-effective opportunity to address the issues present at this site.

Because regulated metals, hydrocarbons and methane exist in the soils above regulated levels, remediation must be conducted before construction of the approved townhome project can commence or incorporated into the construction phasing for the project. The litigation over these conditions as well as the DNREC review and approval process for site remediation have prevented Sunrise from taking advantage of the Sussex County Council's Time Extension Ordinance because at present levels the site cannot be developed for residential use but once remediation is completed, as part of construction of the community, that bar will be lifted and the property will be usable and marketable. As discussed in more detail in Exhibit A, not long after CU#1642 was approved on March 21, 2006 a pre-construction wetlands and drainage survey in February 2007 discovered

possible evidence of subsurface soil contamination which brought all normal engineering and construction activities to a halt up until the present time.

Sunrise respectfully requests an extension until January 1, 2021 as the equivalent benefit of the Time Extension Ordinances No. 2208 and No. 2288 which has tolled the expiration of valid Conditional Use approval until January 1, 2016 approximately a period of 5 years since the adoption of the first Time Extension Ordinance in August 2011. Sunrise requests the equivalent period of 5 years from January 1, 2016 until January 1, 2021 in which to commence substantial construction and use of the property under its CU#1642 approvals. Sunrise believes by the end of 2015 DNREC will approve the remediation work plan that in turn will allow site construction incorporating DNREC approved remediation measures to go forward. The five year extension would, therefore, be equivalent to the time granted to other shovel-ready projects that were able to benefit from the County's Time Extension program.

The following is a brief chronology of significant factors supporting this special extension request:

1. Evidence of possible hazardous subsurface conditions first discovered in February 2007, extensive testing performed in 2007 and 2008 with litigation filed in October 2008 against the prior owner and the lender, halting all development work.

2. From October 27, 2008 until June 6, 2013 Sunrise litigated environmental liability with prior owners along with related title and property boundary issues in Chancery Court, Superior Court and the Delaware Supreme Court. Extensive environmental testing and investigation as well as engineering and surveying work was conducted as part of this litigation which strongly indicated the presence of hazardous substances in need of DNREC approved remediation before the property could be developed for residential use.

3. On August 19, 2013, following the conclusion of the litigation, Sunrise obtained a comprehensive proposal for an environmental review and negotiation timeline for possible DNREC negotiations from Environmental Alliance ("EA"), executed on September 20, 2013. (Exhibit "B" attached)

4. Based on the initial EA study of the property it was determined that remediation through a DNREC approved Voluntary Cleanup Program ("VCP") was required, and EA and Sunrise entered into a VCP consulting agreement on March 9, 2014 to commence VCP negotiations with DNREC. (Exhibit "C" attached)

5. Following lengthy negotiations a VCP agreement with DNREC was executed on August 17, 2014 which set out the parameters for DNREC supervised studies of the property and investigation of contaminants in order to reach a conclusion as to the proper remediation action plan and the ultimate issuance of a Certification of

Completion of Remedy ("CCR") under 7 Del. Code Section 9108 if appropriate. (Exhibit "D" attached) Determining the ability to obtain a CCR is essential for the successful remediation of a contaminated site through residential development.

6. As of April 2015 the DNREC supervised site investigation is still ongoing, with the goal of a DNREC approved remediation plan in place by December 31, 2015. Although not final at this time, studies and DNREC confirm the presence of subsurface metals, polynuclear aromatic hydrocarbons and methane.

As you know, most orphaned sites with environmental contamination present are not cleaned up since there is no State or Federal funding for such projects unless they rise to the Superfund level, which this property does not. Unless a developer can incorporate a DNREC sanctioned remediation plan into a development project, sites such as this one go unremediated and remain a subsurface hazard with potential groundwater impact. Consequently, we respectfully propose that granting this extraordinary special extension, due to the existing extraordinary environmental conditions, will benefit the public. Sunsetting of the currently approved residential development will only postpone if not eliminate the likelihood of a remediation of this site when other, unimpaired sites are readily available on the market.

Please let me know if we can work towards a tolling agreement or Ordinance Amendment that can permit Sunrise to benefit from the 5 year Time Extension Ordinance.

Very truly yours,

MARK F. DUNKLE

Sunrise Ventures, LLC
MFDcl
Encl.

F:\D\Disabatino\2015\robertson ltr 4-23-15.docx

GRIFFIN & ROBERTSON, P.A.

ATTORNEYS AT LAW

19264 MILLER ROAD, UNIT A

JAMES D. GRIFFIN
VINCENT G. ROBERTSON

REHOBOTH BEACH, DELAWARE 19971

(302) 226-8702

FAX: (302) 226-8704
ROBERTSON@GRLAWFIRM.COM

MEMO

Via email

TO: **Lawrence Lank**
Janelle Cornwell

FROM: **Vincent G. Robertson, Esquire**

RE: **Sunrise Ventures, LLC**

DATE: **May 5, 2015**

Attached is an April 24, 2015 letter that I received from Mark Dunkle with regard to the above referenced project. Mr. Dunkle called me a few weeks ago about this to discuss the circumstances of it. Among other things, there are significant environmental remediation issues involved as part of the project. There have also been boundary disputes that have been litigated, as well. Mr. Dunkle inquired as to whether the County would grant any leniency with the sunsetting of the project as a result of these delays. He argues that because of all the circumstances involved in the project, they could not get underway within the timeframe required by the County, even with the extensions through the end of this year. My suggestion to Mr. Dunkle was to request an answer from the County after outlining all the reasons for the delays. That request has come in the form of Mr. Dunkle's letter, which is enclosed.

It seems to me that the best course of action would be to put this matter on an agenda of the Planning and Zoning Commission for future consideration. I recall that there has been some leniency with regard to various approval deadlines when significant extenuating circumstances exist. But, they are considered on a case by case basis depending on the circumstances. This one may justify some extension of the approvals, but that should be decided by the Commission. Likewise, the Commission should decide whether the additional five years that Mr. Dunkle has requested is appropriate or not.

After considering the information in Mr. Dunkle's letter, please let me know your thoughts. Of course, if you have any questions along the way, please do not hesitate to let me know that, too.

VGR/ssj
enclosures

RECEIVED

MAY 08 2015

PLANNING & ZONING
COMM. OF SUSSEX COUNTY

Sussex County Foster Parent Cluster Association

2015

President: Lynn Stanton
Treasurer: Michelle Snyder
Secretary: Bethany Gibson

October 5, 2015

Sussex County Council
P.O. Box 429
Georgetown, DE 19947
Attn: Susan Webb

Dear Ms. Webb:

It's that time of year again when the Sussex County Foster Parent Association begins to plan its Annual Holiday Party for all D.F.S. foster kids in Sussex County. This year the party will be at the Cheer Community Center on Dec. 13th, 2015. We're planning a fabulous lunch by Lighthouse Catering and dancing to the music of Equinox DJ, John Simpson. We will also provide the foster families with a Holiday craft, for the kids, door prizes for the foster parents, keepsake pictures with Santa, and a gift for every child in attendance.

With help from generous donors in our community we are able to continue to provide educational and family friendly events throughout the entire year. Family friendly events like our Holiday Party allow our kids in care to feel special and loved during the Holiday season.

Thank you again, for your continued support, with help from our community we can put foster children in Sussex County first.

Sincerely,

Lynn Stanton
Sussex County Foster Parent Assoc. Pres.

501C 20-5761254

Community Foundation of the Eastern Shore, Inc.

October 5, 2015

Sussex County Council
PO Box 589, 2 The Circle
Georgetown 19947

MASON DIXON WOODWORKERS

P.O. Box 103, Delmar, DE. 19940
501 C-(3) Tax Exempt Organization, #16-1697546

Dear Councilmen,
The Mason Dixon Woodworkers is very appreciative of your past support to our annual charitable outreach program of making toys for needy children. The children really appreciate the toys also!

Our dedicated toy makers have been crafting toys for almost 2 decades and are on target for finishing up another 1300 toys for distribution to the organizations listed on the next page. These organizations will in turn be redistributing the toys to children who might not otherwise receive toys for Christmas.

This year our production costs have remained low at about $6.00 per toy. The finished products are quite nice and have an average retail value of at least $25 each. We conservatively estimate the total value of the 1300 toys produced this year to be at least $32,500. We are able to maintain this low cost and good value because of our volunteer staff of wood workers, donated material, and careful shopping. You can view some of our toys at masondixonwoodworkers.org and look under Community service.

We are hopeful that you will be able to help us again this year by financially supporting our fund raising effort for 2015/2016. We have already started buying and accumulating material and supplies for 2016.

Several of our sponsors, over the past several years have made tax deductible contributions of $200 to $1,500 in support of our program. A tax deductible donation of $500 is sufficient for us to produce approximately 83 toys with a value of approximately $2075. Of course, a donation of any amount would be greatly appreciated, not only by our organization, but by the many children on the lower shore area that receive the toys.

Donations made by check should be made payable to the **Mason Dixon Woodworkers** and forwarded in the enclosed envelope.

Sincerely,

Patrick Lemley, Chairman, Fund raising
Phone – 410 742 3863/ e-mail – dplemley@gmail.com

Ltr.eb&org

To Be Introduced 10/20/15

Council District No. 4 - Cole
Tax I.D. No. 334-13.00-873.00
911 Address: 36181 Field Lane, Rehoboth Beach

ORDINANCE NO. ___

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR PARKING OF EMPLOYEE VEHICLES AND VANS FOR A CLEANING SERVICE BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 22,323 SQUARE FEET, MORE OR LESS

WHEREAS, on the 5th day of August 2015, a conditional use application, denominated Conditional Use No. 2036 was filed on behalf of Jimi Kellogg; and

WHEREAS, on the ____ day of _____ 2015, 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. 2036 be _____; and

WHEREAS, on the ____ day of _____ 2015, 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 VI, Subsection 115-39, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2036 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 northeast of Field Lane, a subdivision street, 200 feet southeast of Munchy Branch Road (Road 270-A) and being more particularly described in Deed Book 4294, Page 300, in the Office of the Recorder of Deeds in and for Sussex County, said parcel containing 22,323 square feet, more or less.

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

TO BE INTRODUCED

To Be Introduced 10/20/15

Council District No. 3 - Deaver
Tax I.D. No. 234-21.00-50.00
911 Address: 26371 Mount Joy Road, Millsboro, DE 19966

ORDINANCE NO. ___

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR RESIDENTIAL DISTRICT FOR AN AUTO REPAIR SHOP TO BE LOCATED ON CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 1.101 ACRES, MORE OR LESS

WHEREAS, on the 25th day of August 2015, a conditional use application, denominated Conditional Use No. 2037 was filed on behalf of Gilbert J. Bernoski, Jr.; and

WHEREAS, on the ____ day of _____ 2015, 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. 2037 be _____; and

WHEREAS, on the ____ day of _____ 2015, 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 VI, Subsection 115-39, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2037 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 Indian River Hundred, Sussex County, Delaware, and lying northeast of Mount Joy Road (Road 297) 0.4 mile east of Gravel Hill Road (Route 30) and being more particularly described in Deed Book 3578, Page 329, in the Office of the Recorder of Deeds in and for Sussex County, said parcel containing 1.101 acres, more or less.

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

TO BE INTRODUCED