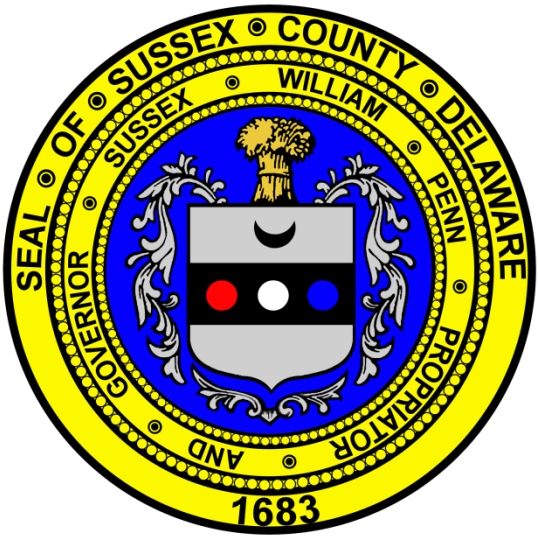

Sussex County Council
Public/Media Packet

MEETING:
October 28, 2014

****DISCLAIMER****

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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

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Sussex County Council

A G E N D A

OCTOBER 28, 2014

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Consent Agenda

1. **Wastewater Agreement No. 626-2**
   Sussex County Project No. 81-04
   Swann Cove – Phase 5
   Fenwick Island Sanitary Sewer District

2. **Wastewater Agreement No. 996**
   Sussex County Project No. 81-04
   Bay Pines
   Angola Neck Sanitary Sewer District

Mark Isaacs, Director, University of Delaware Cooperative Extension

Todd Lawson, County Administrator

1. **Proclamation – Pancreatic Cancer Awareness Month**

2. **Discussion of a Carrying Capacity Study**

3. **Administrator's Report**

EQUAL HOUSING OPPORTUNITY

Jim Hickin, Director, Airport and Industrial Park Operations

1. **Lease Assignment – Universal Forest Products**

Old Business

Conditional Use No. 1995
Adele H. Fluharty

Grant Requests

1. **Rehoboth Concert Band for operating expenses.**

Executive Session – Pending/Potential Litigation and Land Acquisition pursuant to 29 Del. C. §10004(b)

Possible Action on Executive Session Items

Any Additional Business Brought Before Council

****

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 21, 2014 at 4:20 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 - GEORGETOWN, DELAWARE, OCTOBER 21, 2014

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, October 21, 2014, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

Michael H. Vincent	**President**
Samuel R. Wilson, Jr.	**Vice President**
George B. Cole	**Councilman**
Joan R. Deaver	**Councilwoman**
Vance Phillips	**Councilman**
Todd F. Lawson	**County Administrator**
Gina A. Jennings	**Finance Director**
J. Everett Moore, Jr.	**County Attorney**

The Invocation and Pledge of Allegiance were led by Mr. Vincent.

Call to Order — **Mr. Vincent called the meeting to order.**

M 505 14 Amend and Approve Agenda — **A Motion was made by Mr. Wilson, seconded by Mr. Phillips, to amend the Agenda by striking "Executive Session – Pending/Potential Litigation and Land Acquisition pursuant to 29 Del. C. §10004(b)" and striking "Possible Action on Executive Session Items"; and to approve the Agenda, as amended.**

Motion Adopted: **4 Yeas, 1 Absent.**

Vote by Roll Call: **Mrs. Deaver, Absent; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea**

Minutes — **The minutes of October 14, 2014 were approved by consent.**

M 506 14 Approve Items Under Consent Agenda — **A Motion was made by Mr. Cole, seconded by Mr. Phillips, to approve the following items listed under the Consent Agenda:**

Wastewater Agreement No. 866-4
Sussex County Project No. 81-04
Deep Valley Farm – Offsite Sanitary Sewer – Route 9
West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

Wastewater Agreement No. 866-5
Sussex County Project No. 81-04
Deep Valley Farm – Offsite Sanitary Sewer – Beaver Dam Road
West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

DRAFT

M 506 14 (continued)

Motion Adopted: **4 Yeas, 1 Absent.**

Vote by Roll Call: **Mrs. Deaver, Absent; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea**

Proclamation/ Libraries

The Council presented a Proclamation entitled "PROCLAIMING THE WEEK OF OCTOBER 19 – 25, 2014, AS "FRIENDS OF SUSSEX COUNTY LIBRARIES WEEK" to Cathy Graybeal, County Librarian. Jean Gandek of the Seaford District Library and Theo Lopatto of the South Coastal Library accepted the proclamation on behalf of the volunteers of who support Sussex County libraries.

P&Z Commission Appointment

Mr. Lawson noted that the next agenda item pertains to the District 3 appointment to the Planning and Zoning Commission. Due to the fact that Mrs. Deaver was not in attendance, the Council moved to the next agenda item.

FEMA Flood Ordinance Discussion

Mr. Lawson reported that, during the September 23rd meeting, the Council was updated on the work staff has done with the FEMA flood ordinance and the requirements that affect the County and municipalities. Mr. Lawson noted that the purpose of the matter being placed on this meeting's agenda is to continue the discussion and to consider the Council's position on a freeboard requirement. He further noted that one of the subjective questions in the ordinance drafting is the freeboard requirement.

Mr. Lawson reported that, based on the discussion at the last Council meeting, staff analyzed the topic further and presents the following information and recommendation:

> **The elevation of a structure's lowest floor relative to the base flood elevation (BFE) does affect the calculation of the flood insurance rate for the structure. An owner who elects to elevate a structure higher than the required elevation will have a lower insurance rate. The reduction of the insurance rate is a function of the amount of additional elevation – known as freeboard – at which the structure is built. Sussex County does not qualify for a county-wide discount for a freeboard requirement. To receive such a blanket discount, the County would need to participate in FEMA's Community Rating System. This may be an option the County wishes to explore in the future, but is separate from the current FEMA Flood Ordinance consideration.**
>
> **Based on all of the information staff has considered, a voluntary freeboard requirement for Sussex County is recommended. In addition, staff recommends up to an additional 2 feet of building height to correspond with the freeboard height above BFE, not to exceed 2 feet above the allowable building height in the respective zoning district.**

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FEMA Flood Ordinance Discussion (continued)

Mr. Lawson previously distributed collected information from Sussex County municipalities on their freeboard requirements.

Mr. Lawson noted that this is for discussion only, an ordinance has not yet been introduced; that the draft ordinance is almost complete and will be presented to Council for introduction at a future date and scheduled for the public hearing process in 2015. FEMA has set the deadline for the total implementation of the new ordinance by March 2015.

The Council discussed a freeboard requirement. Vince Robertson, Assistant County Attorney, and Mike Powell of the Delaware Department of Natural Resources and Environmental Control were also present to participate in the discussion.

The Council further discussed issues relating to the proposal including private deed restrictions; discounts on flood insurance rates; mandating a 12″ freeboard; benefits of freeboard; educating people about this issue; and real estate disclosure forms.

M 507 14 Move Forward Voluntary Freeboard Require-ment

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to move forward with staff's recommended voluntary freeboard requirement for Sussex County.

Motion Adopted: **5 Yeas.**

Vote by Roll Call: **Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea**

[Mrs. Deaver joined the meeting during the discussion on the FEMA Flood Ordinance.]

P&Z Appoint-ment

Mr. Lawson presented for consideration the District 3 appointment to the Planning and Zoning Commission, which is currently I. G. Burton.

M 508 14 Appoint-ment to P&Z Commission

A Motion was made by Mrs. Deaver, seconded by Mr. Cole, to reappoint I. G. Burton to the Planning and Zoning Commission for a term of three years (June 2017).

Motion Adopted: **5 Yeas.**

Vote by Roll Call: **Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea**

Adminis-trator's Report

Mr. Lawson read the following information in his Administrator's Report:

1. **County offices will be closed on Tuesday, November 4th, for Election Day and Thursday, November 6th, for Return Day. Offices will also**

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Report (continued)

be closed on Tuesday, November 11th, in honor of Veterans Day.

The Sussex County Council will not meet on November 4th or November 11th. The next regularly scheduled Council meeting will be held on November 18th at 10:00 a.m.

Public Hearing/ Proposed Ordinance Amending Definitions of Dwelling and Family

In regard to the scheduled Public Hearing, Mr. Moore stated that Sussex County and its land use and zoning decisions does not discriminate against persons based on race, color, religion, national origin, disability, familial status, sex, creed, marital status, age, or sexual orientation. Public comments made on the basis of bias and stereotype concerning people within these protected classes will not be taken in consideration by the County in its deliberations.

The Public Hearing was continued on the Proposed Ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 115, ARTICLE I BY AMENDING THE DEFINITIONS OF "DWELLING", "DWELLINGS, SINGLE FAMILY", "DWELLING, MULTI-FAMILY", AND "FAMILY". The Council held a Public Hearing on the Proposed Ordinance on October 7, 2014; on that date, the Council voted to leave the Public Hearing open for two weeks to receive further input from staff and to receive further public comment, including written comments.

This Ordinance amends the definitions of Family, Single Family Dwellings and Multifamily Dwellings to avoid unintended discrimination under State and Federal Law. It confirms that a family may include one or two people living together and not only their natural or adopted children but also step children and foster children. It also clarifies that children are permitted to reside with legally appointed guardians. It permits licensed and approved residential houses of no more than ten persons with disabilities as defined in the Delaware Fair Housing Act. Lastly, it recognizes that it is appropriate for two families to reside in a single unit when the owner(s) of the unit are elderly and/or disabled.

The Planning and Zoning Commission held a Public Hearing on the Proposed Ordinance on August 7, 2014 at which time action was deferred. On September 11, 2014, the Commission recommended that the Proposed Ordinance be approved.

It was noted that Legal Counsel during the Public Hearing was David Rutt, Assistant County Attorney, and that since the Public Hearing, Mr. Moore has read the record and the questions that have been received.

Vince Robertson, Assistant County Attorney; Stephanie Hansen, Attorney; and Lawrence Lank, Director of Planning and Zoning, were present to participate in the discussion on and to answer questions regarding the Proposed Ordinance.

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Public Hearing/ Proposed Ordinance Amending Definitions of Dwelling and Family (continued)

Mr. Lank stated that a report was included in the Council packets for this meeting and included the following: a memorandum from Mr. Lank to the Council regarding letters and emails received relating to the Proposed Ordinance that were written or received since the Public Hearing held on October 7th (email from Dixie Boucher, email from Vince Robertson, Assistant County Attorney, a letter from James Truitt, a letter of response from Lawrence Lank to James Truitt). Also included was a memorandum from Todd Lawson, County Administrator, to the Sussex County Council, regarding the dwelling definition and discussion of the term "minor".

The Council discussed the correspondence received, which referenced the following issues: adding the word "minor" when defining children under the family units in the proposal; the basis for the five things referenced in the Voluntary Compliance Agreement (VCA) that required the Proposed Ordinance; what is the background on the Analysis of the Impediments; who created the definitions; and what corrective actions were actually required to get into compliance with the VCA. It was noted that Mr. Lank's letter to Mr. Truitt, which was included in the packet, provided answers to Mr. Truitt's questions.

Council members, staff, and legal staff discussed the following as it relates to the Proposed Ordinance: adding the word "minor" when defining children; considering the dwelling definition issue separate from the family definition issue; federal and state law requirements; Fair Housing Law; Landlord – Tenant Code; grandfathering; Analysis of Impediments and Priority Plan requirements; and reporting requirements under the Voluntary Compliance Agreement with HUD / Consent Decree with DOJ.

There were no public comments and the Public Hearing and public record were closed.

M 509 14 Adopt Proposed Ordinance/ MOTION FAILED

A Motion was made by Mrs. Deaver to Adopt the Proposed Ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 115, ARTICLE I BY AMENDING THE DEFINITIONS OF "DWELLING", "DWELLINGS, SINGLE FAMILY", "DWELLING, MULTI-FAMILY", AND "FAMILY".

The Motion died for the lack of a Second.

M 510 14 Defer Action on Proposed Ordinance Amending Definitions of Dwelling and Family

A Motion was made by Mr. Cole, seconded by Mr. Phillips, to defer action on the Proposed Ordnance entitled "AN ORDINANCE TO AMEND CHAPTER 115, ARTICLE I BY AMENDING THE DEFINITIONS OF "DWELLING", "DWELLINGS, SINGLE FAMILY", "DWELLING, MULTI-FAMILY", AND "FAMILY" for a period of 6 weeks (within the next 6 weeks).

Motion Adopted: 4 Yeas, 1 Nay.

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(continued) **Vote by Roll Call:** **Mrs. Deaver, Nay; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea**

Lease Extension/ Paramedic Station 105

Robert Stuart, EMS Director, presented a lease amendment for extending the lease for Paramedic Station 105. Mr. Stuart reported that the current lease agreement expires on October 31, 2014. The amendment will extend the lease for four months until February 28, 2015; if needed, the lease can be extended monthly for a total of two additional months ending on April 30, 2015. The terms and conditions of the current Lease will remain the same.

M 511 14 Approve Amendment to Lease Agreement/ Paramedic Station 105

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, that the Sussex County Council approves the Amendment to the Lease Agreement extending the current Lease Agreement, per the terms of the amendment to the current lease, between Lawrence C. Kelly and Sussex County, Delaware, for the use of a portion of the building owned by them as described therein by Sussex County EMS as Paramedic Station 105.

Motion Adopted: **5 Yeas.**

Vote by Roll Call: **Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea**

Bid Results/ IBRWF Agricultural Lease

Juel Gibbons, Project Engineer, presented the bid results for the Inland Bays Regional Wastewater Facility Agricultural Lease; four bids were received. Ms. Gibbons reported that the Engineering Department recommends that the bid be awarded to Jamie Stafford of Federalsburg, Maryland, at the base bid of $90,340.00 ($185.00 per irrigated acre and $75.00 per non-irrigated acre).

M 512 14 Approve Bid Award/ IBRWF Agricultural Lease

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, based upon the recommendation of the Sussex County Engineering Department, that the Sussex County Council approves the award of the bid to Jamie Stafford of Federalsburg, Maryland, for the lease of farmland for wastewater disposal at the Inland Bays Regional Wastewater Facility in the amount of $90,340.00 per year for five years, ending December 31, 2019.

Motion Adopted: **5 Yeas.**

Vote by Roll Call: **Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea**

Grant Requests

Mrs. Jennings presented grant requests for the Council's consideration.

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M 513 14 Councilmanic Grant

A Motion was made by Mrs. Deaver, seconded by Mr. Cole, to give $750.00 from Mrs. Deaver's Councilmanic Grant Account to the Town of Milton for park improvements.

Motion Adopted: **5 Yeas.**

Vote by Roll Call: **Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea**

M 514 14 Countywide Youth Grant

A Motion was made by Mr. Phillips, seconded by Mr. Cole, to give a $1,000.00 Countywide Youth Grant to the Delaware Diamonds Gold Fastpitch Association for tournament and equipment costs.

Motion Adopted: **5 Yeas.**

Vote by Roll Call: **Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea**

M 515 14 Councilmanic Grant

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to give $1,000.00 ($200.00 from each Councilmanic Grant Account) to Beebe Medical Foundation to sponsor the Beebe Ball fundraiser for Digital Breast Tomosynthesis (DBT).

Motion Adopted: **5 Yeas.**

Vote by Roll Call: **Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea**

M 516 14 Councilmanic Grant

A Motion was made by Mr. Phillips, seconded by Mr. Cole, to give $1,000.00 ($250.00 from Mr. Cole's, Mr. Phillips', Mr. Vincent's, and Mr. Wilson's Councilmanic Grant Accounts) to the Dagsboro Church of God for the emergency food pantry.

Motion Adopted: **5 Yeas.**

Vote by Roll Call: **Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea**

M 517 14 Councilmanic Grant

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to give $500.00 ($250.00 each from Mr. Wilson's and Mrs. Deaver's Councilmanic Grant Accounts) to the Ellendale Open Arms Food Pantry through the United Methodist Church – Ellendale.

Motion Adopted: **5 Yeas.**

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M 517 14 (continued)	**Vote by Roll Call:**	**Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea**
Additional Business	**There was no Additional Business.**	
M 518 14 Adjourn	**A Motion was made by Mrs. Deaver, seconded by Mr. Wilson, to adjourn at 11:11 a.m.**	

Respectfully submitted,

Robin A. Griffith
Clerk of the Council

DRAFT

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

MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

October 16, 2014

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
SWANN COVE - PHASE 5
AGREEMENT NO. 626 - 2

DEVELOPER:

Mr. James E. Swann III
Swann Cove Limited Partnership
37124 Saw Mill Lane
Selbyville, DE 19975

LOCATION:

Intersection Rt 54 and RD 381

SANITARY SEWER DISTRICT:

Fenwick Island Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

32 single familylots

SYSTEM CONNECTION CHARGES:

$176,000.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
10/03/03

Department Of Natural Resources Plan Approval
10/28/03

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 30
Construction Admin And Construction Inspection Cost – $18,864.75
Proposed Construction Cost – $125,765.00

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
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MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

October 17, 2014

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
BAY PINES
AGREEMENT NO. 996

DEVELOPER:

Mr. Joe Reed
Boardwalk Development, LLC
P.O. Box 212
Lewes, DE 19958

LOCATION:

Northside of Rd 277 (Angola Road) approx. 2,200 feet west of Road 278 (Angola Beach Road)

SANITARY SEWER DISTRICT:

Angola Neck Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

AR-1 Cluster Subdivision 35 lots

SYSTEM CONNECTION CHARGES:

$143,500.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
04/11/14

Department Of Natural Resources Plan Approval
05/22/14

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 25
Construction Admin And Construction Inspection Cost – $11,844.30
Proposed Construction Cost – $78,962.00

SUSSEX COUNTY COUNCIL

PROCLAMATION

PROCLAIMING NOVEMBER 2014 AS "PANCREATIC CANCER AWARENESS" MONTH IN SUSSEX COUNTY

WHEREAS, in 2014, an estimated 46,420 people will be diagnosed with pancreatic cancer in the United States and 39,590 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 six 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 94 percent of pancreatic cancer patients die within the first five years; and

WHEREAS, approximately 130 deaths will occur in Delaware in 2014; and

WHEREAS, the *Recalcitrant Cancer Research Act* was signed into law in 2012, which calls on the National Cancer Institute to develop a scientific frameworks, or strategic plans, for pancreatic cancer and other deadly cancers, which will help provide the strategic direction and guidance needed to make true progress against these diseases; and

WHEREAS, the Pancreatic Cancer Action Network is the national organization serving the pancreatic cancer community in Sussex County and nationwide through a comprehensive approach that includes public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer; and

WHEREAS, the Pancreatic Cancer Action Network and its affiliates in Sussex County support those patients currently battling pancreatic cancer, as well as those who have lost their lives to the disease, and are committed to nothing less than a cure; 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 the month of November 2014 as "Pancreatic Cancer Awareness Month" in Sussex County.

Michael H. Vincent, President

Dated: October 28, 2014

TODD F. LAWSON
COUNTY ADMINISTRATOR

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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 George B. Cole
The Honorable Joan R. Deaver
The Honorable Vance C. Phillips

FROM: Todd F. Lawson
County Administrator

RE: ***CARRYING CAPACITY STUDY DISCUSSION***

DATE: October 24, 2014

During Tuesday's meeting, we are scheduled to discuss the topic of a carrying capacity study. Recall, Councilman Cole has introduced the idea of analyzing select areas of the County through a carrying capacity study. Tuesday's discussion will focus on the basic premise and scope of a carrying capacity study; said another way, what exactly is a carrying capacity study? We will be joined by Vince Robertson, Assistant County Attorney, and Mr. Kyle Gulbronson, Senior Project Manager and Principal Planner with the firm URS, located in Millsboro.

The purpose of the discussion is to educate the Council on the benefits of a carrying capacity study. At a future time, should the Council choose to move forward, we will discuss specifics of conducting a carrying capacity study.

Please let me know if you have any questions.

TFL/sww

pc: J. Everett Moore, Jr., Esquire
Vincent G. Robertson, Esquire
Mr. Lawrence B. Lank

Sussex County
Engineering Department

MICHAEL A. IZZO, P.E.
County Engineer

JAMES A. HICKIN
Airport Manager

P.O. BOX 589
GEORGETOWN, DELAWARE 19947
Administration 302-855-7718
Airport & Industrial Park 302-855-7774
Environmental Services 302-855-7730
Public Works 302-855-7703
Utility Engineering 302-855-7717
Utility Permits 302-855-7719
Utility Planning 302-855-1299
Airport Fax: 302-855-7773

MEMORANDUM

TO: **Sussex County Council**

THROUGH: Todd Lawson
County Administrator

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

RE: **UNIVERSAL FOREST PRODUCTS, INC**
LEASE ASSIGNMENT

DATE: Oct 24, 2014

I'm on the Council Agenda Oct 28th to ask your approval of a lease assignment from Universal Forest Products, Inc. (UFP) to Delmarva Insulation, Inc.

This is a ground lease for Lot 30 (7.22 acres) in the Industrial Park. The 45-year lease began April 10, 1991 and expires in 2036, with an option to extend another 45 years. The property may be used for any lawful purpose. Rent is currently $1,444 per year with no increase in rent during the initial term or the extension.

Delmarva Insulation has been subleasing the building and land in the Industrial Park from UFP since November 1, 2012.

Delmarva Insulation has entered into an agreement to purchase the building on Lot 30. In November 2012, Council signed a Memorandum of Understanding with UFP stating the Council consents to UFP assigning the lease if Delmarva Insulation purchases the building.

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

cc: Michael A. Izzo, P.E., County Engineer

Tax Map No: 1-35-20.00, Parcel 75.00 (Part Of)

Prepared by: Jennifer M. Tichelaar (P71420)
Universal Forest Products, Inc.
2801 E. Beltline NE
Grand Rapids, MI 49525

ASSIGNMENT OF LEASE

THIS AGREEMENT is made between **SUSSEX COUNTY**, a Political Subdivision of the State of Delaware, P.O. Box 589, Courthouse, Georgetown, Delaware 19947 ("Landlord"), **UFP EASTERN DIVISION, INC.**, a Michigan Limited Liability Company, 2801 E. Beltline NE, Grand Rapids, Michigan, 49525 ("Assignor"), and **DELMARVA INSULATION, INC.** (or an assignee acceptable to Assignor), 22976 Sussex Avenue, Georgetown, DE 19947 ("Assignee")(collectively "Parties") (hereafter "Agreement").

Recitals

WHEREAS on September 1, 1984 North American Housing Corp. and Landlord entered into a Lease Agreement, recorded in the Sussex County Register of Deeds in Deed Book 1483, at Page 143, which was subsequently amended on March 6, 1987 and recorded in the Sussex County Register of Deeds in Deed Book 1483, Page 140, on August 10, 1988 and recorded in the Sussex County Register of Deeds in Deed Book 1639, Page 194, on January 25th, 1990 and is unrecorded, on August 24, 1990 and is unrecorded, and on April 10, 1991 and recorded in the Sussex County Register of Deeds in Deed Book 1777, Page 257. (The Lease Agreement and all Amendments, collectively "Lease", are incorporated herein by reference and attached hereto as **Exhibit A.)**

WHEREAS, the Lease grants certain rights privileges, facilities, and lands located in the Sussex County Industrial Park ("Premises").

WHEREAS, on January 10, 1994, North American Housing Corp. assigned the Lease to Shoffner Industries, Inc., predecessor in interest to Assignor, and recorded in the Sussex County Register of deeds in Deed Book 01958 at Page 226.

WHEREAS, on November 1, 2012, Assignor and Assignee entered into a Commercial Lease Agreement, with subsequent Amendments dated October , in which Assignee was provided an option to purchase the Premises, including an assignment of the Lease ("Option").

WHEREAS, in November 2012, Landlord and Assignor entered into a Memorandum of Understanding ("MOU") , which is incorporated herein by reference and attached as **Exhibit B**. In pertinent part, the MOU acknowledges that: 1) the Lease encompasses 7.22 acres of land and 2) if

PROPOSED

Assignee exercises its Option, then Landlord permits Assignor to assign the Lease to Assignee under the same rent, taxes and assessment terms as stated in the Lease.

WHEREAS, on October 7, 2014, Assignor and Assignee entered into a Purchase and Sale Agreement in which Assignee has exercised its Option.

WHEREAS, Assignor now desires sell, assign and transfer the Lease to Assignee, subject to Landlord's approval. Assignee desires to accept sale, assignment and transfer upon the terms and conditions hereinafter set forth.

THEREFORE, IT IS AGREED:

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in, to and under the Lease. The assignment shall be effective as of the date of Closing which is more particularly described on the attached **Exhibit C** ("Effective Date").

2. Acceptance and Indemnification. Assignee hereby accepts the foregoing sale, assignment and transfer, and promises to pay all rent, taxes, and assessments as stated in the Lease, and to faithfully perform all other covenants, stipulations, agreements and obligations under the Lease accruing on and after the effective date, or otherwise attributable to the period commencing on said date and continuing thereafter, and Assignor shall be responsible for the period prior thereto. Assignee shall indemnify and save Assignor harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever which relate to the Lease or the Premises demised thereunder arising on or after the Effective Date. Upon the Effective Date, any and all of Assignor's obligations under the Lease shall cease. Assignor shall indemnify and save Assignee harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever which relate to the Lease or the Premises demised thereunder arising prior to the Effective Date.

3. Modification of Lease. Landlord and Assignor may not change, modify or amend the Lease in any way, including the rental to be paid thereunder for the balance of the term of the Lease and any extensions or renewals thereunder. Any alteration or amendment shall release Assignee from liability under the Lease.

4. Consent of Landlord. The Landlord hereby consents, as of the Effective Date, to the assignment of the Lease by Assignor to Assignee pursuant to paragraph 14 of the Lease upon the condition that no further assignment of the Lease shall hereafter be made without securing the prior written consent of Landlord. Landlord releases Assignor from any and all of Assignor's obligations under the Lease, which arise after the Effective Date.

5. Acceptance of Premises. Assignee hereby accepts the Premises, in accordance with the conditions of the Lease.

6. Acceptance of Lease. Assignee hereby accepts Assignor's leasehold interest in accordance with the conditions of the Lease.

PROPOSED

7. Binding Effect. This agreement shall be binding upon the successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement.

8. Non-waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

9. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11. Amendments. This Agreement may not be amended, modified or terminated except by instrument, in writing, executed by the parties hereto.

12. Notices. Notices, as provided in paragraph 21 of the Lease, shall be given at the addresses provided in the preamble above.

[Signatures on Following Page]

PROPOSED

ASSIGNOR:

UFP Eastern Division, LLC

By: _____

Its: _____

ASSIGNEE:

Delmarva Insulation, Inc.

By: _____

Its: _____

LANDLORD:
Sussex County

By: _____

Its: _____

PROPOSED

Return to: Delmarva Insulation, Inc.
22976 Sussex Avenue
Georgetown, DE 19947

Exhibit A

Tax Map: (Part of) 1-35 20.00 75.00

LEASEHOLD INTEREST ASSIGNMENT

THIS AGREEMENT, Made this 10th day of January, A.D. 1994, by and between:

SUSSEX COUNTY, a Political Subdivision of the State of Delaware, of P.O. Box 589, Courthouse, Georgetown, Delaware 19947, hereinafter referred to as "LANDLORD",

- A N D -

NORTH AMERICAN HOUSING CORP., with a business address of 4011 Rock Hall Road, P. O. Box 145, Point of Rocks, Maryland 21777, hereinafter referred to as "TENANT",

- A N D -

SHOFFNER INDUSTRIES, INC., with a business address of 5631 S. N.C. 62, Burlington, North Carolina 27215, hereinafter referred to as "ASSIGNEE".

IN CONSIDERATION of the mutual covenants, conditions and agreements hereinafter set forth, the Tenant and Assignee agree with the consent of the Landlord, as follows:

1. ASSIGNMENT: The Tenant hereby assigns to the Assignee all of its interest of, in and to a Lease Agreement on September 1, 1984 (the

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MAULL & MAULL, P.A.
EAST MARKET STREET
P.O. BOX 590
GEORGETOWN, DELAWARE 19947-0590
302-856-7393

"initial Lease Agreement") said initial Lease Agreement is of record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 1483, at Page 143, whereby the Tenant leased from the Landlord a certain parcel of real property consisting of 5.32 Acres (in fact the actual land area is 7.57 Acres which includes parcel #30 (4.98 Acres) and Parcel #9 (2.59) Acres), together with buildings and improvements located at the Sussex County Industrial Airpark, and,

TENANT further assigns to Assignee its interest in the Lease subject to the following Amendments dated March 6, 1987, and recorded in the Office of the Recorder of Deeds, in Deed Book 1483, Page 140; August 10, 1988, and recorded in the Office of the Recorder of Deeds, in Deed Book 1639, Page 194; January 25th, 1990, unrecorded; August 24, 1990, unrecorded, which deleted approximately 5 Acres of land from Tenant's interest; and April 10th, 1991, recorded in the Office of the Recorder of Deeds, in Deed Book 1777, Page 264, wherein the Tenant leased from the Landlord an additional twenty-four (24) acres of land adjacent to the leased premises (All of the above-stated Leases and Amendments are more fully described in Exhibit "A") attached hereto and made a part hereof, to have and to hold unto the Assignee from the date first

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above written, for and during the balance of the term mentioned in the Lease, subject to the covenants and conditions therein mentioned, together with all the right, title and interest of the Tenant in the interest hereby assigned. The Assignees' interest in the improvements erected shall be determined and governed by the term of a Deed to be delivered to the Assignee by the Tenant simultaneously herewith.

2. ASSUMPTION OF LEASEHOLD INTEREST: The Assignee hereby agrees to assume said interest in the Lease for the balance of the term thereof and acknowledges its' responsibility pursuant to such Lease in respect of matters arising on or after the date first above-written. The Assignee agrees to pay the rent under the Lease and to faithfully perform all of the covenants, stipulations and agreements combined therein. This Agreement shall be at all times subject to the terms and provisions of the Lease and all subsequent Amendments, and the right, title and interest of the Landlord in and to the said premises.

3. APPLICABILITY: The Assignee agrees that the terms of the said Lease and all subsequent Amendments thereto shall be binding not only upon the Assignee, but upon the Assignees' successors in interest and assigns. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

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IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed the day and year aforesaid.

"LANDLORD"
SUSSEX COUNTY COUNCIL

BY: _____
Dale R. Dukes, President

ATTEST: _____
County Council

APPROVED TO FORM:

_____
Asst COUNTY ATTORNEY
DATE: Jan 3, 1994

"TENANT"
NORTH AMERICAN HOUSING, CORP.

BY: _____ Pres.
R. Carl Benna
President

ATTEST: _____
Secretary

NORTH AMERICAN HOUSING CORP. 1988

PREPARED BY:
LAW OFFICES OF
MAULL & MAULL, P.A.
EAST MARKET STREET
P.O. BOX 590
GEORGETOWN, DELAWARE 19947-0590
302-856-7393

"ASSIGNEE"
SHOFFNER INDUSTRIES, INC.

BY: Carroll M. Shoffner
Carroll M. Shoffner,
President

ATTEST: Becky Green
Secretary

STATE OF DELAWARE *
* SS.
COUNTY OF SUSSEX *

BE IT REMEMBERED, That on this 16th day of January, in the year of our LORD, one thousand nine hundred and ninety-four, personally came before me, a Notary Public for the State of Delaware, Dale R. Dukes, President of Sussex County Council, a political subdivision existing under the Laws 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 said political subdivision, that the signature of the President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said political subdivision, and that his act of sealing, executing, acknowledging and delivering said Indenture was fully authorized by a resolution of the Sussex County Council of said political subdivision

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

Robin A. Griffith
Notary Public

PREPARED BY:
LAW OFFICES OF
MAULL & MAULL, P.A.
EAST MARKET STREET
P.O. BOX 590
GEORGETOWN, DELAWARE 19947-0590
302-856-7393

Robin A. Griffith
Notary Public
State of Delaware
Commission Expires 3-30-97

STATE OF ~~MARYLAND~~ DELAWARE *
COUNTY OF ~~FREDERICK~~ SUSSEX * SS.

BE IT REMEMBERED, That on this 11th day of January, in the year of our LORD one thousand nine hundred and ninety-four, personally came before me, a Notary Public for the State of Delaware, R. Carl Benna, President of North American Housing Corp., a Corporation existing under the Laws of the State of Delaware, Party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed and the act and deed of said corporation, that the signature of the President thereto is in his/her own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his/her act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said Corporation.

GIVEN Under My Hand and Seal of Office, the day and year aforesaid.

Arleen Q. Steen
NOTARY PUBLIC

ARLEEN Q. STEEN
NOTARY PUBLIC, DELAWARE
Commission Expires May 5, 1997

PREPARED BY:
LAW OFFICES OF
MAULL & MAULL, P.A.
EAST MARKET STREET
P.O. BOX 590
GEORGETOWN, DELAWARE 19947-0590
302-856-7393

STATE OF DELAWARE *
* SS.
COUNTY OF SUSSEX *

BE IT REMEMBERED, That on this 11th day of January, in the year of our LORD one thousand nine hundred and ninety-four, personally came before me, a Notary Public for the State of Delaware, Carroll M. Shoffner, President of Shoffner Industries, Inc., a Corporation existing under the Laws of the State of _____, Party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed and the act and deed of said corporation, that the signature of the President thereto is in his/her own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his/her act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

GIVEN Under My Hand and Seal of Office, the day and year aforesaid.

Arleen Q. Steen
NOTARY PUBLIC

ARLEEN Q. STEEN
NOTARY PUBLIC, DELAWARE
Commission Expires May 5, 1997

PREPARED BY:
LAW OFFICES OF
MAULL & MAULL, P.A.
EAST MARKET STREET
P.O. BOX 590
GEORGETOWN, DELAWARE 19947-0590
302-856-7393

EXHIBIT A

LEASE AGREEMENT

THIS AGREEMENT, made this 1st day of September, 1981,

BETWEEN

SUSSEX COUNTY, STATE OF DELAWARE, hereinafter referred to as "Landlord",

AND

NORTH AMERICAN HOUSING CORP. or its designee, hereinafter referred to as "Tenant".

The parties hereto, each intending to be legally bound hereby, do mutually covenant and agree as follows:

1. The Landlord hereby leases to the Tenant, subject to the conditions hereinafter expressed, that certain parcel of real property consisting of 5.32 acres, together with the buildings and improvements to be erected thereon, situated near Georgetown, Sussex County, State of Delaware, more fully shown on the plat attached hereto, marked "Exhibit A", and made a part hereof. Such property hereinafter referred to as "the leased property".

2. The Tenant, its servants, employees, agents and business invitees shall at all times have free and uninterrupted right of use of the leased property and access to the leased property.

3. At the commencement of the term the Tenant shall accept the building, improvements, and any equipment on or in the leased property, in their existing condition. No representation, statement or warning, expressed or implied, has been made on behalf of the Landlord as to such condition, or as to the use that may be made of such property. In no event shall the Landlord be liable for any defect of such property or any limitation on its use. Provided, however, Landlord does acknowledge that Tenant intends to use such

leased property for the purpose of manufacutring modular housing units and that such use is a permitted use and Landlord covenants and agrees to not object or interfere with such use.

4. (a) The term of this lease shall be five (5) years, commencing the 1st day of September, 1984, and ending on the 31st day of August, 1989, unless sooner terminated as herein provided.

(b) Tenant shall have the option to extend the term of this lease for an additional ten (10) years at thy rent and conditions as follows:

(i) Tenant, by written notice to Landlord within one hundred and eighty (180) days, but not less than ninety (90) days prior to the end of the term hereof, shall notify Landlord of Tenant's desire to extend the Lease term by five (5) years. This first five (5) year extension shall be known as "the first option term".

(ii) If Tenant exercises its right to extend the term pursuant to 4(b)(i) above, Tenant may by written notice to Landlord within one hundred and eighty (180) days, but not less than ninety (90) days prior to the end of the first option term hereof, extend the lease term for an additional five (5) years. This second five (5) year extension shall be known as "the second option term".

5. The Tenant shall pay to the Landlord the annual rent of Thirteen Thousand Five Hundred Dollars ($13,500.00) per year of the term of this Lease Agreement. Such rent shall be payable in equal monthly installments of One Thousand One Hundred Twenty Five Dollars ($1,125.00) on the first day of each month. In the event the monthly rent is not paid within ten (10) calendar days after same is due, the Tenant shall also pay to Landlord a late payment fee of One Hundred

Dollars ($100.00) for each month, or part thereof, that the monthly rent remains unpaid. The annual rent and the monthly rent shall be the same for the term, the first option term and the second option term.

6. At any time during the full term hereof, including the first and second option terms if exercised, the Tenant shall have the following rights, such rights to be exercised by sixty (60) days written notice to Landlord:

(a) Tenant shall have the right to lease from Landlord up to twenty-four (24) acres of land adjacent to the leased premises at an annual rental of Two Hundred Dollars ($200.00) per acre, per year, payable in monthly installments. Such additional land shall be leased for a term coinciding with the remaining term of this Lease, including the first and second option terms.

(b) During the term of this Lease Tenant shall have the right to purchase from Landlord the building located on the leased premises at a price equal to Two Hundred Thousand Dollars ($200,000.00).

(c) If Tenant exercises its right to acquire the building pursuant to paragraph 6(b), Tenant shall lease the land portion of the leased premises plus any additional land being leased pursuant to paragraph 6(a) hereof for an initial term of forty-five (45) years from the acquisition date with a right by Tenant to renew for an additional forty-five (45) years at an annual rental of Two Hundred Dollars ($200.00) per acre, per year, payable in monthly installments.

(d) Landlord shall, prior to entering into any sale or lease of the leased premises or adjacent twenty-four (24) acres of land, give sixty (60) days written notice of its intent to Tenant so as to enable Tenant to exercise its

rights hereunder. Should Tenant not choose to exercise its rights at such time, such rights shall cease to exist.

7. The Tenant shall pay all taxes and assessments upon the leased property, and upon the buildings and improvements thereon, and upon the adjacent twenty-four (24) acres which are assessed during the leased term and first and second option terms, if exercised by Tenant.

8. The Tenant may use and occupy the leased property for any lawful purpose. The Tenant shall not use or knowingly permit any part of the leased property to be used for any unlawful purpose.

9. The Tenant shall not, without the Landlord's written consent, place or erect any signs of any nature on any part of the leased property, or the sidewalk adjoining the leased property, or on any part of the Landlord's property adjacent to the leased property. The Landlord will not unreasonably withhold its consent to the placement of a sign of reasonable size bearing the Tenant's trade name, but the location, colors, materials and style of such sign shall be subject to the Landlord's right of approval, such approval not to be unreasonably withheld.

10. The Tenant, upon the payment of the rent herein reserved and upon the performance of all the terms of this lease shall at all times during the leased term and during any lease option term peaceably and quietly enjoy the leased property without any disturbance from the Landlord or from any other person claiming through the Landlord.

11. The Tenant shall, at its own expense, make all necessary repairs and replacements to the leased property and to the pipes, heating system, plumbing system, window glass, fixtures, and all their appliances and appurtenances belonging thereto, all equipment used in connection with

the leased property, and the sidewalks and curbs adjoining or appurtenant to the leased property. Landlord shall, at its expense, make all necessary repair and replacements, if necessary, to the exterior of the building, building foundation, and roof.

12. Landlord makes no representation concerning the condition, reliability or adequacy of the existing heating system. Any changes, repairs or replacements shall be at the sole expense of the Tenant.

13. Any alterations to the structure or the premises to be made by the Tenant shall be done so only with the prior approval of the County Engineer, which approval shall not be unreasonably withheld.

14. Tenant shall have the right to assign this Lease and all rights included therein subject only to the consent of the Landlord, such consent not to be unreasonable withheld.

15. At the expiration of the Lease term, including options, the Tenant shall surrender the leased property in as good condition as it was in the beginning of the term, reasonable use and wear and damages by the elements accepted.

16. The Landlord shall not be required to furnish to the Tenant any facilities or services of any kind, such as, but not limited to, water, steam, heat, gas, hot water, electricity, light and power.

17. If the leased property shall be deserted or vacated, or if proceedings are commenced against the Tenant in any Court under a bankruptcy act or for the appointment of a trustee or receiver of the Tenant's property either before or after the commencement of the Lease term, or if there shall be a default in the payment of rent or any part thereof for more than five (5) days after written notice of such

default by the Landlord, or if there shall be default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Tenant for more than twenty (20) days after written notice of such default by the Landlord, this Lease (if the Landlord so elects) shall thereupon become null and void and Landlord shall have the right to reenter or repossess the leased property, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove therefrom the Tenant, or other occupants thereof, and their effects, without being liable to any prosecution therefor. In such case, the Landlord may, at its option, relet the leased property or any part thereof, as the agent of the Tenant, and the Tenant shall pay the Landlord the difference between the rent Hereby reserved and agreed to be paid by the Tenant for the portion of the term remaining at the time of reentry or repossession and the amount, if any, received or to be received under such relatting for such portion of the term. The Tenant hereby expressly waives the service of notice of intention to reenter or of instituting legal proceedings to that end. The Tenant waives and will waive all right to trial by jury in any summary proceeding hereafter instituted by the Landlord against the Tenant in respect to the leased property.

18. The Landlord or his agents shall have the right to enter the leased property at all reasonaibe times in order to examine it and to show it to prospective lessees.

19. Any controversy which shall arise between the Landlord and the Tenant regarding the rights, duties or liabilities hereunder of either party shall be settled by arbitration. Such arbitration shall be before one disinterested arbitrator

if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the Landlord, one by the Tenant, and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Delaware as applied to the facts found by him or them.

20. So long as the building is owned by Landlord, in the event the building is damaged by fire, windstorm or other catastrophe and is rendered partially or totally untenantable, Landlord shall have the option to repair or replace the building to a tenantable condition. In the event Landlord does not repair or replace the building so that the property and premises become tenantable again within ninety (90) days, Tenant shall have the right to terminate this Lease Agreement. In the event Landlord determines to repair or replace the building, during such period of repair or replacement, rent shall abate prorata. In the event the building is only partially untenantable, then the rent shall abate on a prorata basis.

21. Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. The Landlord hereby designates its address as Joseph Conaway, County Administrator, Courthouse, Georgetown, Delaware 19947. The Tenant hereby designates its address as P.O. Box 145, Point of Rocks, Maryland 21777.

22. In the event the designee becomes the Tenant, North American Housing Corp. guarantees this Lease as though it were the actual Tenant.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year aforesaid.

SUSSEX COUNTY COUNCIL

SEAL

By: _____
President

Attest: _____
Clerk of the County Council

APPROVED AS TO FORM:

_____
County Attorney

NORTH AMERICAN HOUSING CORP.
R. Carl Benna

SEAL

By: _____
President

David L. Burgener

Attest: _____
Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

SUSSEX COUNTY COUNCIL

SEAL

By: _____
President

Attest:
Doris E. Rogers
Clerk of the County Council

Approved To Form

_____
County Attorney

NORTH AMERICAN HOUSING CORP., a Maryland corporation

1971

By: _____
R. Carl Benna, Vice President

SEAL

Attest:

By: _____
Assistant Secretary

District of Columbia ss

I, Susan Lush, a Notary Public in and for the District of Columbia, do hereby certify that R. Carl Benna, who is named as Vice President of North American Housing Corp., party to a certain Lease and Amendment bearing date the 6th day of March, 1987, and hereto annexed, personally appeared before me in said District, the said R. Carl Benna being personally well known to me (or proved by the oath of credible witnesses) to be such, and acknowledged the said Lease and Amendment to be the act and deed of said Corporation, and that he delivered the same as such.

Given under my hand and seal this 26th day of March, 1987.

SUSAN LUSH NOTARY PUBLIC DISTRICT OF COLUMBIA

Susan Lush
Notary Public

My commission expires: Aug. 31, 1990

[Notarial Seal]

State of Delaware)
County of Sussex)

On this the 3 day of April, 1987, before me, a Notary Public in and for the State of Delaware, personally appeared William D. Stevens, President of the Sussex County Council, known to me (or satisfactorily proven) to be the person whose name is subscribed as President of the Sussex County Council, and acknowledged that he executed the same as the act of said Sussex County Council for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Elizabeth S Buckman
Notary Public

My commission expires: Feb 7, 1991

APPOINTED TERM 4 YEARS NOTARY PUBLIC

[Notarial Seal]

C. RUSSELL MCCABE
DOC. SURCHARGE PAID
1987 APR -6 PM 4:00
RECORDER OF DEEDS
SUSSEX COUNTY

PURCHASING REPORT MADE
THIS 7th DAY OF April 1987
ASSESSMENT DIVISION OF SUSSEX COUNTY

David Sacks 4/23/88
Foley + Lardner
1775 Penn. Ave. N.W.
Washington, DC 20006-4680

LEASE AND AMENDMENT

This Lease and Amendment, dated as of March 6, 1987 to the Lease Agreement dated September 1, 1984 (the "Lease") (Exhibit A), by and between Sussex County, State of Delaware (the "Landlord" and North American Housing Corporation (the "Tenant"), a Maryland corporation, c/o David A. Sacks, Esquire, Foley & Lardner, 1775 Pennsylvania Ave., N.W., Washington, D.C. 20006-4680. W I T N E S S E T H:

WHEREAS, the Tenant has executed and delivered a mortgage on its leasehold interest under the Lease to Barclays Bank PLC (the "Bank"), as the lender under a Term Loan Agreement, dated as of March 31, 1987, between the Tenant and the Bank; and

WHEREAS, in connection with the execution and delivery of said mortgage by the Tenant to the Bank, the Tenant and the Landlord agree to amend the Lease on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby duly acknowledged, the parties hereto agree that the Lease is hereby amended by adding paragraphs 23 through 28 thereto, as follows:

"(23) The Landlord will give to Barclays Bank PLC (the "Bank"), as the lender under a Term Loan Agreement, dated as of Mar. 31st, 1987, between the Tenant and the Bank (at 75 Wall Street, New York, NY 10265, Attention: Mr. Michael K. Burke), a copy of any notice of default under this Lease given by the Landlord to the Tenant, and will give notice to the Bank of any rejection of this Lease by any trustee in bankruptcy of the Tenant. The Landlord will not exercise any right, power or remedy with respect to any default under this Lease, and no notice to the Tenant of any such default and no termination of this Lease in connection therewith shall be effective, until the Landlord shall have given to the Bank written notice or a copy of its notice to the Tenant of such default or any such termination, as the case may be.

(24) The Landlord will not exercise any right, power or remedy with respect to an Event of Default hereunder until the expiration of any grace period provided with respect thereto, plus an additional period of 30 days after the later of the expiration thereof or after the Landlord has given to the Bank written notice of such default or a copy of its notice to the Tenant of such default. The Landlord will not exercise any right, power or remedy with respect to any default hereunder if (a) the Bank within such 30-day period shall give to the Landlord a written notice that either (i) such default is not susceptible of being corrected and is therefore subject to the terms of paragraph (26)

below or (ii) it intends to undertake the correction of such default or to cause the same to be corrected and (b) the Bank shall thereafter in the case of any default referred to in clause (ii) of this paragraph, prosecute diligently the correction of such default, whether by exercise on behalf of the Tenant of its obligations hereunder, entry on the premises subject to the Lease (the "Premises"), foreclosure, sale or otherwise.

(25) The Bank may make any payment or perform any act required hereunder to be made or performed by the Tenant with the same effect as if made or performed by the Tenant, provided that no entry by the Bank upon the Premises for such purpose shall constitute or be deemed to be an eviction of the Tenant and shall not waive or release the Tenant from any obligation or default hereunder (except any obligation or default which shall have been fully performed or corrected by such payment or performed by the Bank).

(26) So long as the Bank shall have a mortgage upon the Tenant's interest hereunder, the Landlord shall not declare this Lease forfeited, or re-enter, take possession of or relet the Premises or similarly enforce performance hereof in a mode provided by law or terminate or take any action which would lead to the termination hereof and this Lease shall not terminate by reason of any condition or event which is not susceptible of being corrected or eliminated by the Bank. If any such condition or event shall have occurred and be continuing for 30 days, the Landlord may, by notice to the Bank and the Tenant, require the Tenant to assign its interest hereunder to the Bank or its nominee; provided, however, that the utilization of the Premises by the Bank for such reasonable period of time as shall be necessary for the Bank to locate a new Tenant shall be acceptable to the Landlord; however, such prospective Tenants shall not be involved with the use or disposal of hazardous waste as defined by the United States Environmental Protection Agency so as to risk the County to liability of E.P.A. Superfund Assessment and liens, reserving also however, to the Landlord the right to approve such new Tenant. The happening of any such condition or event (including, without limitation, any rejection of this Lease by the Tenant or any trustee of the Tenant in any bankruptcy, reorganization, arrangement or similar proceeding) which would, if it were not for this paragraph, cause this Lease to terminate, shall, without any action or consent by the Tenant or the Bank (but with the consent of the Landlord as set forth above), effect the transfer of the Tenant's interest hereunder to the Bank or its nominee. The Bank may terminate this Lease upon any such transfer upon giving notice thereof to the Landlord not later than 30 days after the Bank has notified the Landlord of such transfer. Upon any such termination the Bank shall have no further obligations hereunder (including any obligations which may have accrued prior to such termination). The Bank agrees that at the end of the 30 day grace period, as set forth in paragraph 24, that they will be responsible for the rental arrearges from the date of default and future monthly rental payments, until such acceptable Tenant assumes payment of rent or the Bank so notifies the Landlord of a default that cannot be cured and that thus it is the Bank's intention not to cure the default at which time the Bank's liability ceases.

(27) In case (a) the Tenant's interest hereunder shall be sold, assigned or otherwise transferred pursuant to the exercise of any right, power or remedy of the Bank under the Lease or pursuant to judicial proceedings or pursuant to paragraph (26) above, or notwithstanding the terms of paragraph (26) above, this Lease is terminated as a result of a condition not susceptible of being cured or eliminated by the Bank, (b) no amounts payable hereunder shall then be due and payable, (c) the Bank shall have arranged for the correction of any default susceptible of being corrected by the lessee under the new lease referred to below, (d) the consent of the Landlord shall have been obtained (provided, however, that the utilization of the Premises by the Bank for such reasonable period of time as shall be necessary for the Bank to locate a new tenant shall be acceptable to the Landlord, reserving, however, to the Landlord the right the approve such new tenant), and (e) this Lease shall not have been terminated by reason of default pursuant to the terms hereof, the Landlord, upon receipt, within 6 months after the occurrence of any event referred to in clause (a) of this paragraph (27), of a written request therefor and upon payment of all expenses (including, without limitation, attorney's fees and expenses) incident thereto, will execute and deliver a new lease to the Bank or its nominee, for the remainder of the term of this Lease, with the same terms as are contained hereunder and with equal priority hereto. Upon the execution and delivery of such new lease, the Landlord, at the expense of the new lessee, shall take such steps as shall be necessary to cancel and discharge this Lease of record and remove the Tenant from the Premises."

Except as amended by the above, the Lease is hereby confirmed in all respects.

6352

BOOK 1639 PAGE 194

SECOND LEASE AMENDMENT

This Second Lease Amendment, dated as of 10 August 1988 to the Lease Agreement dated September 1, 1984 and the First Amendment to the Lease, dated March 6, 1987 (collectively, the "Lease") (Exhibit A) by and between Sussex County, State of Delaware (the "Landlord") and North American Housing Corporation (the "Tenant"), a Delaware corporation, c/o David A. Sacks, Esquire, Foley & Lardner, 1775 Pennsylvania Avenue, N.W., #1000, Washington, D.C. 20006.

W I T N E S S E T H:

WHEREAS, the Tenant has executed and delivered the Amended and Restated Leasehold Mortgage, of even date herewith (the "Mortgage") on its leasehold interest under the Lease to Barclays Bank PLC (the "Bank"), as the lender under a Term Loan Agreement, dated as of March 31, 1987, as amended and including the amendment thereto dated as of the date hereof (the "Amended and Restated Term Loan Agreement"); and

WHEREAS, in connection with the execution and delivery of the Mortgage by the Tenant to the Bank, the Tenant and the Landlord agree to amend the Lease on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby duly acknowledged, the parties hereto agree that the Lease is hereby amended by deleting paragraph 23 in its entirety and inserting in lieu thereof the following:

"(23) The Landlord will give to Barclays Bank PLC (the "Bank"), (at 75 Wall Steet, New York, New York 10265, Attention: Mr. Michael K. Burke), for so long as the Bank shall have a mortgage upon the Tenant's interest hereunder, a copy of any notice of default under this Lease given by the Landlord to the Tenant, and will give notice to the Bank of any rejection of this Lease by any trustee in bankruptcy of the Tenant. The Landlord will not exercise any right, power or remedy with respect to any default under this Lease, and no notice to the Tenant of any such default and no termination of this Lease in connection therewith shall be effective, until the Landlord shall have given to the Bank written notice or a copy of its notice to the Tenant of such default or any such termination, as the case may be."

Except as amended by the above, the Lease is hereby confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Second Lease Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

ATTEST:

Clerk of the County Council

[SEAL]

SUSSEX COUNTY COUNCIL

By: _____
President

APPROVED TO FORM

County Attorney 7/12/88

[SEAL]

ATTEST:

Secretary

(SEAL)

NORTH AMERICAN HOUSING CORP.

By: _____
R. Carl Benna
President

STATE OF MARYLAND)
FREDERICK COUNTY) ss:

I, L. Louise Rice, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that R. Carl Benna, who is named as President of North American Housing Corp., party to a certain Second Lease Amendment bearing date on the 10th day of Aug., 1988, and hereto annexed, personally appeared before me in said jurisdiction, the said R. Carl Benna being personally well known to me (or proved by the oath of credible witnesses) to be such, and acknowledged the said Second Lease Amendment to be the act and deed of said Corporation, and that he delivered the same as such.

Given under my hand and seal this 12th day of August 1988.

L. Louise Rice
Notary Public

My commission expires: July 1, 1990

(SEAL)

PURCHASERS REPORT
MADE THIS DATE
APR 11 1989
ASSESSMENT DIVISION
OF SUSSEX CTY.

State of Delaware)
) ss:
County of Sussex)

On this the 7 day of April, 1988, before me, a Notary Public in and for the State of Delaware, personally appeared William D. Stevenson, Sr. of the Sussex County Council, known to me (or satisfactorily proven) to be the person whose name is subscribed as President of the Sussex County Council, and acknowledged that he executed the same as the act of said Sussex County Council for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Norma L. Talley
Notary Public

My commission expires:
June 3, 1992

(SEAL)

NORMA L. TALLEY
NOTARY PUBLIC
APPOINTED
JUN 3, 1986
TERM
4 YEARS
STATE OF DELAWARE

C. RUSSELL MCCABE
DOC. SURCHARGE PAID
1989 APR 10 AM 10 53
RECORDER OF DEEDS
SUSSEX COUNTY

David A. Sacks
Foley + Lardner
1775 PA. Ave, NW
#1000
Washington, DC
20006
4/21/89

AMENDMENT TO LEASE AGREEMENT
Dated September 1, 1984
between Sussex County, State of Delaware and
North American Housing Corp.

The parties hereby mutually agree to amend section 21 to substitute Sussex County Administrator, P. O. Box 589, for Joseph Conaway for purposes of any notices required to be sent.

Sussex County

By: _____ November 14, 1989
President Date

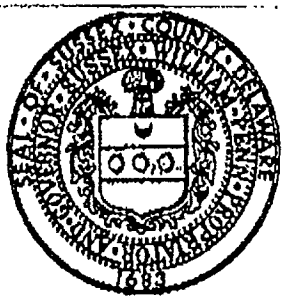
Attest: _____
Clerk of the County Council

North American Housing Corp.

By: _____ 1/25/90
President Date

Attest: _____
Treasurer

ROBERT L. STICKELS
COUNTY ADMINISTRATOR



Sussex County
COURTHOUSE
P.O. BOX 589
GEORGETOWN, DELAWARE 19947
302-855-7741
TELEFAX 302-855-7749

August 24, 1990

Mr. R. Carl Benna, President
North American Housing Corporation
4011 Rock Hall Road
P.O. Box 148
Point of Rocks, MD 21777

Dear Mr. Benna:

At present, North American Housing leases from Sussex County a large parcel of land located in the Sussex County Industrial Airpark, Georgetown, Delaware. Given the approval of the North American Housing Corporation, the County wishes to recall a certain portion of the leased land located on County Route 321 and Road G of the Sussex County Industrial Airpark and shaped to conform to your survey dated March 1987. This land certified by the accompanying survey will be obligated by the County as the permanent site location for the Delaware State Fire Prevention Commission, Delaware Fire School.

In conjunction with the return of the requested acreage, North American Housing's land rent fee will be adjusted to reflect the change in total acres leased from Sussex County effective immediately. The amount of the reduction will be $200 (the lease fee per acre) x 5 acres (the total acreage returned) to coincide with the lease agreement. Additionally, the County will develop plans to relocate existing water and sewer mains on the property leased to the North American Housing Corporation to facilitate any future expansion planned by the North American Housing Corporation at the Sussex County Industrial Airpark.

Furthermore, North American Housing will continue to be able to use the present auxiliary entrance to the Industrial Park for their movement of incoming and outgoing manufactured products. Finally, with respect to the issue of fees for plumbing permits, the County recognizes apparent inconsistencies that exist in the State of Delaware's procedures for the issuance of permits. However, the concern over the apparent inconsistent procedure is between North American Housing Corporation and the State of Delaware. Any modification of the current requirements concerning plumbing permits needs to come directly from the State of Delaware.

Division of Public Health, Bureau of Environmental Health, Richard B. Howell, III, Program Director, Jesse S. Cooper Building, P.O. Box 637, Dover, Delaware 19903.

The County would like to expedite the Delaware State Fire Prevention Commission project and plans to request approval of the project at the Sussex County Council session on September 4, 1990. For this reason, the County requests release of the 5 acres identified in the survey accompanying this letter so progress can proceed with this important project. Your signature below will signify your acceptance of the terms herein regarding the 5 acres. We will have the County attorney prepare a simple lease amendment contingent on your approval below. Furthermore, I request that this agreement releasing 5 acres of land be executed before Friday, August 31, 1990, and that this agreement be executed so that the County can move forward with the assignment of lands for immediate development. The State Fire Prevention Commission, Delaware Fire School project will be crucial to Sussex County by providing on going training exercises to include industrial first aid training for the business community and other related activities supporting fire and first aid safety.

The Sussex County Council and Delaware State Fire Prevention Commission appreciates North American Housing's prompt cooperation in the matter of return of the leased lands identified in this letter. Should you have any questions about the project or about areas addressed in this letter, please feel free to call my office.

Sincerely

Robert L. Stickels
Robert L. Stickels
Administrator

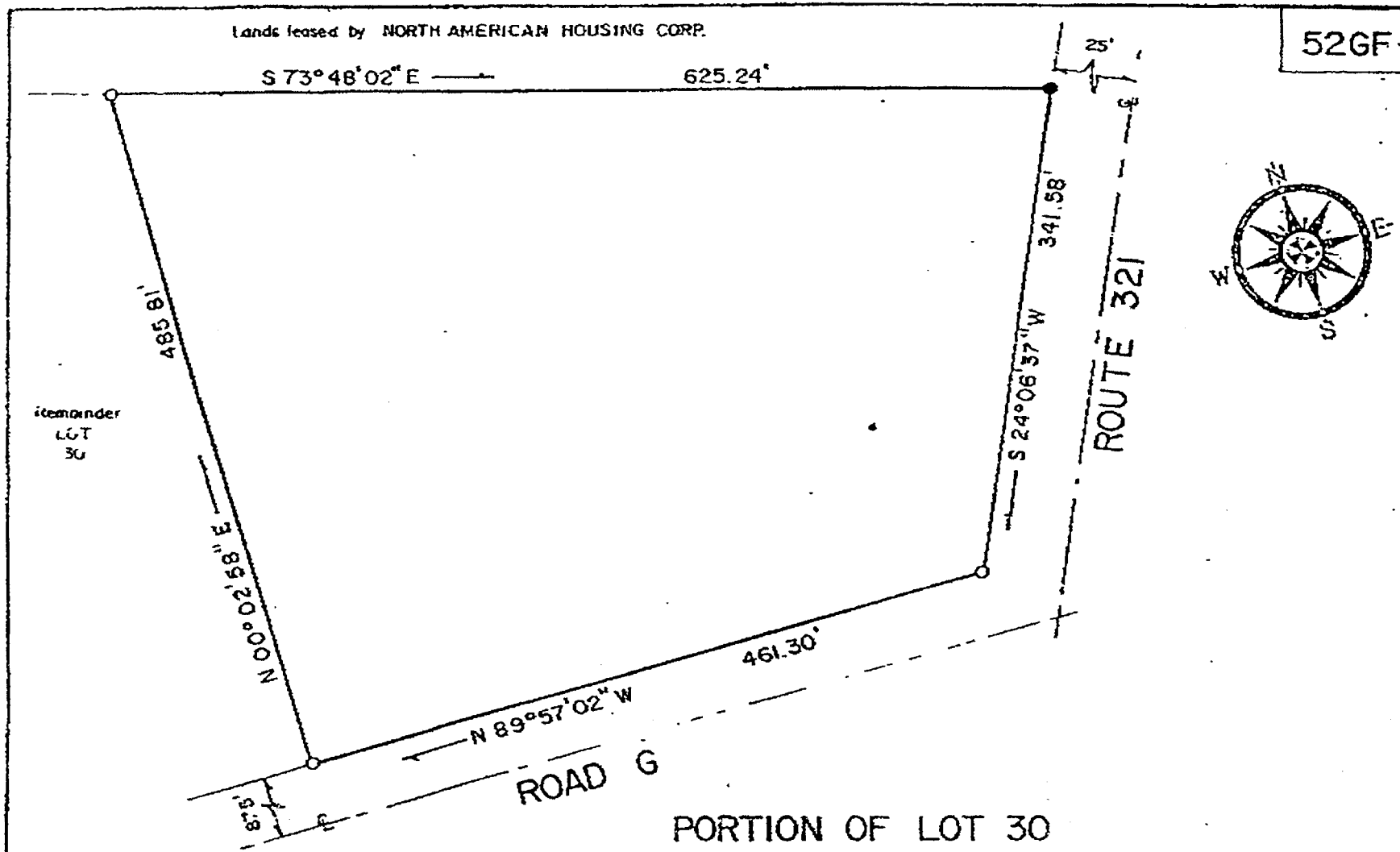
RLS/stm

Enclosure: Survey, dated 12-26-89
cc: J. Benjamin Roy, Jr., State Fire Marshal

Accepted this ____ day of August, 1990.

R. Carl Benna, President
North American Housing Corporation

52GF-6



PORTION OF LOT 30
SUSSEX COUNTY INDUSTRIAL AIRPARK
GEORGETOWN HUNDRED - SUSSEX COUNTY - DELAWARE

PARCEL SURVEY

● = IRON PIPE FOUND
○ = IRON PIPE SET

AREA= 5.0 Acres ±

CLASS "C" SURVEY

1" = 100'	12-26-89	DRAWN BY PKG
McCann		F B C65/73
		W.O. 89-6-10077
		T M 1-35-20-75
Georgetown DE	Jacksonville DE 19957	DRAWING NUMBER 52GF-6

J. J. McCANN REGISTERED NO. LS-299 DELAWARE LAND SURVEYOR

Prepared By: Peter B. Scott, Esq.
15 The Circle
Georgetown, De
19947

6305

BOOK 1777 PAGE 257

Part of 1-35 Map 00.00
Parcel 75.00

LEASE AGREEMENT

This Agreement, dated the 10th day of April, 1991, by and between SUSSEX COUNTY, a political subdivision of the State of Delaware (the "Landlord"),

AND

NORTH AMERICAN HOUSING CORP. (the "Tenant"), a Delaware corporation, of 4011 Rock Hall Road, P.O. Box 145, Point of Rocks, Maryland 21777.

WITNESSETH:

WHEREAS, the parties hereto entered into a Lease Agreement on September 1, 1984 (the "initial lease agreement"), whereby the Tenant leased from the Landlord a certain parcel of real property consisting of 5.32 acres, together with buildings and improvements to be erected thereon, located at the Sussex County Industrial Airpark; and

WHEREAS, said initial lease agreement was amended on March 6, 1987, August 10, 1988, January 25, 1990, and August 24, 1990 (collectively, the "amendments"); and

WHEREAS, pursuant to Paragraph 6(a) of said initial lease agreement, the Tenant was given the right to lease from the Landlord up to twenty-four (24) acres of land adjacent to the leased premises at an annual rental of Two Hundred Dollars ($200.00) per acre, per year; and

WHEREAS, the Tenant has exercised said right and currently leases 24.30 acres±, as more fully described by a metes and bounds description attached hereto as Exhibit "A" and incorporated herein by reference;

0337 04-19-91 0000 1

7101 333 4/19/91 TX-EX CD .00

WHEREAS, pursuant to Paragraph 6(b) of said initial lease agreement, the Tenant was given the right to purchase from the Landlord the building located on the leased premises at a price of Two Hundred Thousand Dollars ($200,000.00); and

WHEREAS, pursuant to Paragraph 6(c) of said initial lease agreement, upon exercise of its right to purchase the building under Paragraph 6(b), the parties are to enter into a lease whereby the Tenant shall lease the land portion of the leased premises plus any additional land being leased pursuant to Paragraph 6(a) for an initial term of forty-five (45) years from the acquisition date with a right by Tenant to renew for an additional forty-five (45) years at an annual rental of Two Hundred Dollars ($200.00) per acre, per year, payable in monthly installments.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby duly acknowledged, the parties hereto do mutually covenant and agree, as follows:

1. The Landlord hereby leases to the Tenant, subject to the conditions hereinafter expressed, that certain parcel of real property consisting of 24.30 acres ±, situate at the Sussex County Industrial Air Park, Georgetown, Delaware, as more fully described by the metes and bounds description attached hereto as Exhibit "A" and incorporated herein by reference.

2. (a) The initial term of this lease shall be forty-five (45)

years, commencing on the 10th day of April, 1991, and ending on the 9th day of April, 2036, unless sooner terminated as hereinafter provided.

(b) The Tenant may, by written notice to the Landlord within 180 days, but not less than 90 days, prior to the end of the term hereof, extend this lease for one additional term of forty-five (45) years.

3. The Tenant shall pay to the Landlord an annual rent of Two Hundred Dollars ($200.00) per acre, per year, for both the initial term of this lease and the extension thereof, if any. Rent shall be paid in monthly installments.

4. It is agreed by the parties that, contemporaneously with the execution of this lease, the Tenant shall acquire the building located on the leased premises at a price of Two Hundred Thousand Dollars ($200,000.00).

5. At the termination of this lease, the Tenant shall have ninety (90) days to remove the building located on the leased premises, referenced in paragraph 4 above. If said building is not removed during said ninety (90) day period, the building shall become the property of the landlord.

6. Except as to the extent specifically contradicted by the terms of this lease, all of the terms and conditions of the initial Lease Agreement, dated September 1, 1984, and amendments thereto, shall remain in full force and effect throughout the term of this lease, and the terms and conditions of the initial Lease Agreement and amendments thereto are hereby incorporated herein by reference and made a part of this lease.

7.1. The provisions of this lease shall be binding on the parties, their heirs and assigns.

FOR THE COUNTY:
SUSSEX COUNTY COUNCIL

Dale R. Dukes
President

ATTEST:

Doris E. Rogers
Clerk of County Council

SEAL

APPROVED AS TO FORM:

Eugene A. Bayard, Esquire

NORTH AMERICAN HOUSING CORP.

(SEAL)
President

(SEAL)
Attest

STATE OF DELAWARE :
: SS
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 9th day of April, in the year of our LORD, one thousand nine hundred and ninety one, personally came before me, a Notary Public for the State of Delaware, Dale R. Dukes, President of Sussex County Council, a political subdivision existing under the laws 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 said political subdivision, that the signature of the President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said political subdivision, and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Sussex County Council of said political subdivision.

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

Doris E. Rogers
Notary Public

Doris E. Rogers
Notary Public for the State of Del.
My Notary Expires
February 24, 1993

STATE OF ~~DELAWARE~~ Maryland :
COUNTY OF ~~SUSSEX~~ Frederick : SS.

BE IT REMEMBERED, That on this 9th day of April, in the year of our LORD one thousand nine hundred and ninety one, personally came before me, a Notary Public for the State of Delaware, R. Carl Benna, President of North American Housing, Corp., a corporation existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed and the act and deed of said corporation, that the signature of the President thereto is in his/her own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his/her act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

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

Frank M. Abrecht
Notary Public
Frank M. Abrecht

NOTARY PUBLIC FRANK M. ABRECHT

SURVEY DESCRIPTION
Lots 8,9 and a portion of 30
Sussex County Industrial Airpark
Georgetown Hundred
Sussex County, DE.

BEGINNING at a point at the intersection of the easterly side of Road 'B' and the southerly side of Road 'A';
thence by and with the southerly side of Road 'A' the following three courses and distances: 1) N83 45'18"E, 180.59' to a point;
2) thence along a curve bearing to the right, said curve having a Delta Angle of 22 26'40" and a Radius of 1880.0', an Arc distance of 736.45' to a point;
3) S73 48'02"E, 670.03' to a point, said point being a corner for these lands and other lands of Sussex County Industrial Airpark;
thence by and with said other lands the following two courses and distances: 4) S24 06'37"W, 100.0' to a point;
5) S73 48'02"E, 200.0' to a point on the westerly side of Route 321, said point being a corner for these lands and said other lands;
thence by and with the westerly side of Route 321; 6) S24 06'37"W, 368.55' to a point, said point being a corner for these lands and other lands of Sussex County Industrial Airpark;
thence by and with said other lands the following two courses and distances: 7) N73 48'02"W, 625.24' to a point;
8) S00 02'58"W, 485.81' to a point on the northerly side of Road 'G', said point being a corner for these lands and said other lands;
thence by with the northerly side of Road 'G'; 9) N89 57'02"W, 478.79' to a point at the intersection of the northerly side of Road 'G' and the easterly side of Road 'B';
thence by and with the easterly side of Road 'B'; 10) N24 46'03'W, 1129.08' to a point, said point being the point and place of beginning.

The above described parcel of land contains 24.30 Acres, more or less.

DALLAS D. GREEN
DOC. SURCHARGE PAID

91 APR 19 PM 4:21

RECORDER OF DEEDS
SUSSEX COUNTY

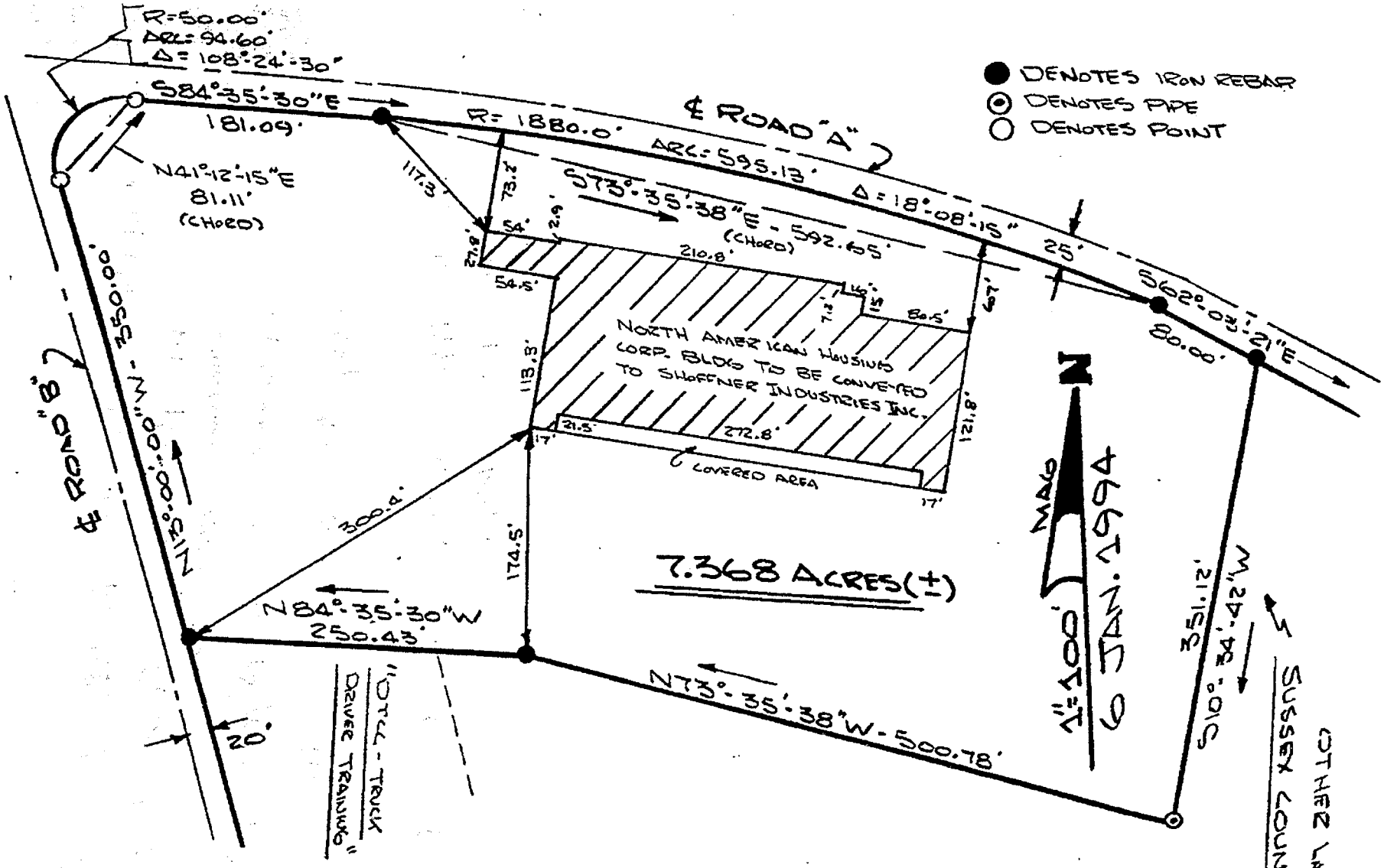
PURCHASERS REPORT
MADE THIS DATE

APR 22 1991

ASSESSMENT DIVISION
OF SUSSEX CTY.

Exhibit "A"

Tunnell & Raysor
4-29-91



PLOT OF PART OF THE LANDS OF SUSSEX COUNTY (REF: TAX MAP 1-35-20-75) TO BE LEASED TO SHOFFNER INDUSTRIES INC. SITUATED IN GEORGETOWN HUNDRED, SUSSEX COUNTY, STATE OF DELAWARE.

1-35-20.75 (PART OF)

SURVEYED BY:
Thomas A. Temple, Jr.
THOMAS A. TEMPLE, JR.
DEL. P.L.S. No. 242
AND
BRAD A. TEMPLE
DEL. P.L.S. No. 552

Exhibit B

MEMORANDUM OF UNDERSTANDING

ENTERED INTO this _____ day of NOVEMBER, 2012, by and between UNIVERSAL FOREST PRODUCTS a/k/a UFP Eastern Division, Inc., 2801 East Beltline NE, Grand Rapids, Michigan 49525 (hereafter "UFP") and SUSSEX COUNTY, a political subdivision of the State of Delaware, Sussex County Administration Building, 2 The Circle, Georgetown, Delaware 19947, Attn: Todd F. Lawson, County Administrator, (hereafter "Sussex County").

PREAMBLE

UFP is the assignee of a lease of certain real property located in the Sussex County Airport Industrial Park, and specifically of approximately 7.22 acres, more or less. For purposes of this Memorandum this shall hereafter be referred to as "the 7.22 acres." The assignment was from North American Housing Corporation (hereafter "NAHC") to Shoffner Industries, Inc., predecessor in interest to UFP by Assignment of Lease dated January 10, 1994 and recorded in the Office of the Recorder of Deeds, in and for Sussex County, (hereafter "ROD") in Deed Book 1958, page 226. In addition to the assignment of the real property, NAHC deeded to Shoffner all right, title and interest in a building owned by NAHC on the leased parcel, said deed being filed in the ROD in Deed Book 1958, page 261.

In addition to the 7.22 acres now leased by UFP, Sussex County entered into a lease with NAHC for additional acreage the total of which is unclear but may approximate 17 to 24 acres, more or less, by Lease Agreement dated April 10, 1991 and recorded in the ROD in Deed Book 1777, page 257. For purposes of this Memorandum this shall hereafter be referred to as "the 17 acres." Upon information and belief, Sussex County considered the 17 acres leased to NAHC to also have been assigned to UFP. UFP does not consider

the 17 acres to be part of its leasehold in the Sussex County Airport Industrial Park.

UFP has now identified a tenant to lease its acknowledged 7.22 acres with the building improvements. The original lease from Sussex County to NAHC does not state whether UFP as assignee can sublease the real property or whether its sole recourse is an assignment thereof.

The parties to this Memorandum of Understanding wish to set forth the terms by which these conflicting understandings and beliefs may be resolved. Accordingly, they agree to the following terms.

TERMS

1. Sussex County agrees that it will amend the Lease Agreement and subsequent assignment thereof of the 7.22 acres to permit UFP, subsequent tenant or assignee to enter into a sublease of said property to prospective tenants.

2. UFP agrees that the extent of its leaseholdings in the Sussex County Airport Industrial Park total 7.22 acres.

3. Sussex County has had the UFP leasehold surveyed at its expense so both parties are assured of the true metes and bounds of the leasehold property, a copy of which is attached hereto and incorporated herein.

4. UFP has entered into a lease noting that the leasehold area shall be subject to said survey. The lease includes an option to purchase the aforementioned building. If UFP's tenant exercises that option, Sussex County consents to the assignment of the ground lease described above from UFP to the said tenant.

5. UFP shall still be obligated to pay Sussex County the agreed upon rent, taxes and assessments pursuant to the Lease Agreement initially entered into by NAHC on

September 1, 1984 and recorded in the ROD in Deed Book 1483, page 143 and thereafter assigned to Shoffner with rent to be paid based upon the true acreage established in the survey as completed by Sussex County. In the event the lease is assigned in accordance with Paragraph 4 above, UFP shall as part of the assignment notify the assignee that it shall thereafter be obligated to pay said rent, taxes and assessments. UFP's obligation for such payments shall cease when the assignment occurs.

6. UFP agrees to quit claim and release any interest it may have obtained by assignment, deed or prescription in the 17 acres that was leased by Sussex County to NACH by deed dated April 10, 1991 and recorded in the ROD in Deed Book 1777, page 257.

7. Sussex County shall not make any claims against UFP for unpaid rent or taxes on the 17 acres.

8. The parties agree to cooperate and execute any documents necessary to effectuate the terms of this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto by their authorized officers and intending to be bound set their hands and seals on the day first written above.

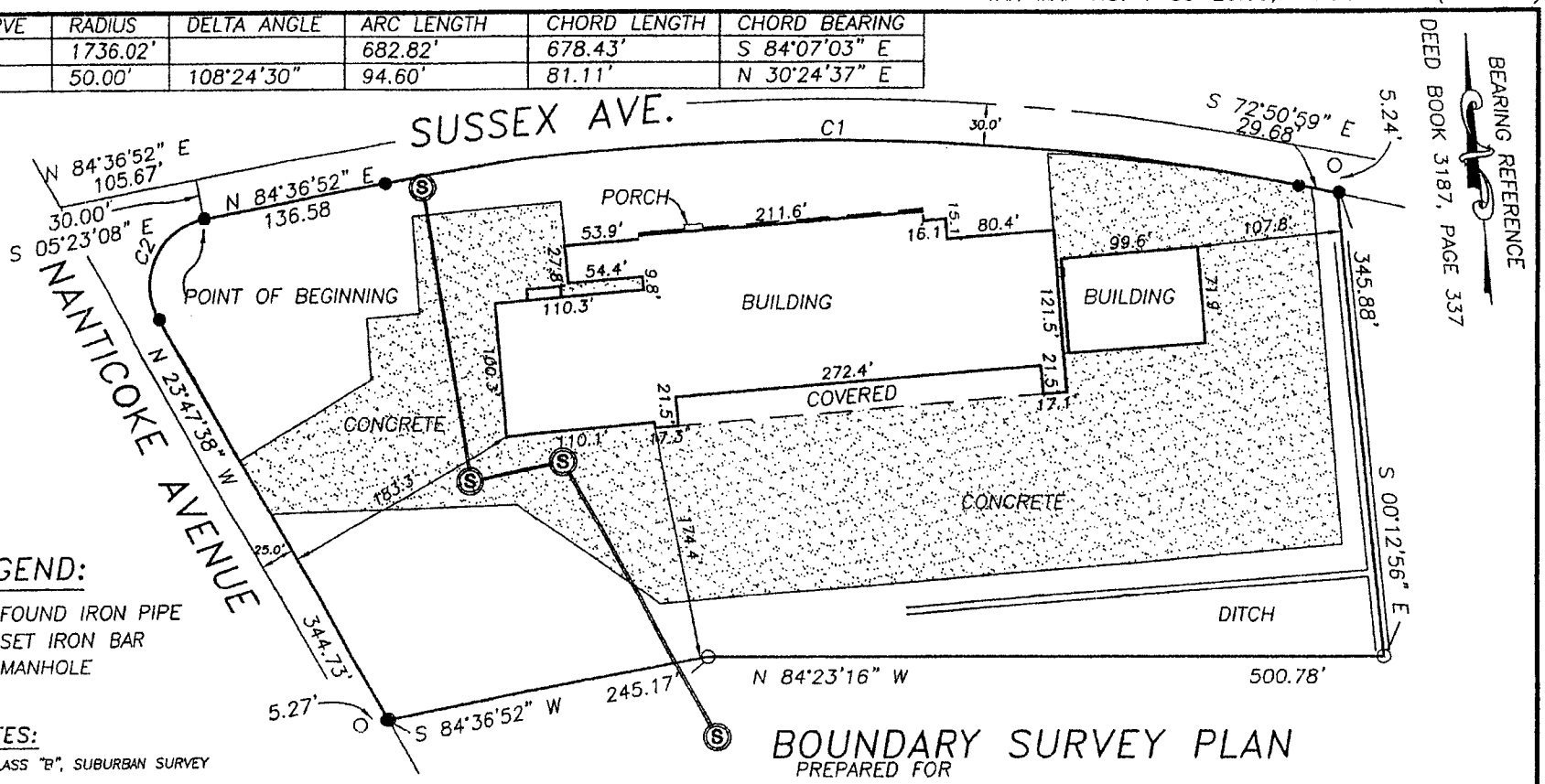
UFP Eastern Division, Inc.

(Attest) **By:** **Michael R. Cole, Treasurer**

County Clerk **Michael H. Vincent, President**
Sussex County Council

TAX MAP NO. 1-35-20.00, PARCEL 75.00(PART OF)

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1736.02'		682.82'	678.43'	S 84°07'03" E
C2	50.00'	108°24'30"	94.60'	81.11'	N 30°24'37" E



LEGEND:

- O FOUND IRON PIPE
- ● SET IRON BAR
- Ⓢ MANHOLE

NOTES:

1) CLASS "B", SUBURBAN SURVEY

2) A TITLE SEARCH WAS NEITHER REQUESTED, PROVIDED OR UTILIZED FOR THIS SURVEY

Prepared By
ADAMS-KEMP ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
AND PLANNERS
217 SOUTH RACE STREET
GEORGETOWN, DELAWARE 19947
PHONE: (302) 856-6699
WWW.ADAMSKEMP.COM

CHARLES E. ADAMS, JR., P.L.S. 506

BOUNDARY SURVEY PLAN

PREPARED FOR

SUSSEX COUNTY ENGINEERING DEPT.

FOR PROPERTY NOW KNOWN AS
LOT 9A
SUSSEX COUNTY INDUSTRIAL AIRPARK
22976 SUSSEX AVENUE
GEORGETOWN HUNDRED, SUSSEX COUNTY, STATE OF DELAWARE
AREA: 7.22± ACRES
SCALE: 1" = 100'
DATE: OCTOBER 22, 2012

PLAN NO. 121022-A

Exhibit C

EXHIBIT C

EFFECTIVE DATE OF CLOSING

SUSSEX COUNTY, a Political Subdivision of the State of Delaware, P.O. Box 589, Courthouse, Georgetown, Delaware 19947 ("Landlord"), **UFP EASTERN DIVISION, INC.**, a Michigan Limited Liability Company, 2801 E. Beltline NE, Grand Rapids, Michigan, 49525 ("Assignor"), and **DELMARVA INSULATION, INC.** (or an assignee acceptable to Assignor), 22976 Sussex Avenue, Georgetown, DE 19947 ("Assignee")(collectively "Parties") entered into an Assignment of Lease to effectuate the Purchase and Sale Agreement executed by Assignor and Assignee on October 7, 2014 (hereafter "Agreement").

The Parties hereby agree that this Exhibit C is fully incorporated into the Agreement and that, irrespective of the date each Party signs the closing documents, the parties agree that the Date of Closing, and therefore the Effective Date of the Agreement shall be on the ___ of _____, 2014.

ASSIGNOR:

UFP Eastern Division, LLC

By:_____

Its: Treasurer

ASSIGNEE:

Delmarva Insulation, Inc.

By:_____

Its:_____

LANDLORD:

Sussex County

By: _____

10/6/14

OLD BUSINESS

October 28, 2014

This is to certify that on August 21, 2014 the Sussex County Planning and Zoning Commission conducted a public hearing on the below listed application for Conditional Use. 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.

Conditional Use #1995 – Adele H. Fluharty

Application of **ADELE H. FLUHARTY** to consider the Conditional Use of land in an AR-1 Agricultural Residential District for an excavating company storage of equipment and office to be located on a certain parcel of land lying and being in Indian River Hundred, Sussex County, containing 5.34 acres, more or less, land lying east of Road 279 (Camp Arrowhead Road), 260 feet south of Road 279A (Waterview Road) (911 Address: 22379 Camp Arrowhead Road, Lewes, DE) (Tax Map I.D. # 2-34-12.00-84.00).

The Commission that the Applicant had submitted a survey of the property depicting the existing dwelling and related out buildings, and existing gravel lane.

The Commission found that DelDOT had provided comments in the form of a Support Facilities Report, dated May 28, 2014, referencing that a traffic impact study was not recommended, and that the current Level of Service "C" of Camp Arrowhead Road will not change as a result of this application.

The Commission found that County Engineering Department Utility Planning Division provided comments in the form of a memorandum on August 20, 2014 referencing that the property is located in the Angola Neck Planning Area; that sewer service has not been extended to the parcel; that the proposed business will use on on-site septic system; that when the County does provide sewer service, a connection to the system is mandatory; that the County does not have a firm schedule to provide sewer service at this time; and that a concept plan is not required.

Mr. Lank advised the Commission that this application was filed after receipt of a Violation Notice from the Department for the business operating from the property.

Mr. Lank advised the Commission that one (1) letter was received in support of the application and that four (4) letters and/or emails were received by the Department in opposition to this application and provided copies for the Commission to review.

The Commission found that Clint Fluharty was present on behalf of this application and stated in his presentation and in response to questions raised by the Commission that he proposed to use this site for his excavating company; that the site has been utilized for family run businesses since 1973; that in 1973 his father started a masonry business at this site; that in 1997 he started his excavating company at the site; that in 1999 he changed the name of the business to "Dirt Works", still an excavating company; that the Sussex Conservation District just completed an inspection of the site and voiced no objection to the continued use of the building since it was constructed prior to the Delaware Sediment and Stormwater Regulations of 1991; that the District voiced no objection to the construction staging area/work shop at the site; and that the District noted that there does not appear to be any discharge from the site; that the company has 15 employees; that the family run businesses have successfully grown; that the two (2) buildings on the site are for vehicle storage and supply storage; that the site is used for storage of equipment, materials and trucks; that major maintenance of the trucks and equipment are performed off-site; that normal business hours are from 7:00 a.m. through 3:00 p.m. or 6:00 p.m. depending on the jobs; that the only noise from the site should be truck noise; that the site is mostly surrounded by woods; that a portion of the site has recently been cleared and thinned to provide more room to park and turn equipment and trucks; that a well drilling business, another excavation service company, and a towing service are in close proximity to the site; that the site is owned by his mother and that he lives on an adjacent parcel fronting on Waterview Road; that he has one wrecked vehicle on the site that they use for parts since he has similar trucks still in service; that there are two (2) fuel storage tanks on the site; that Waste Industries picks up all of the trash every Wednesday; and that he does have a porta-toilet on the site.

The Commission found that Terry Simmons, a resident of Waterview Road, spoke in support of the application and stated that the business has no impact on the area; and that he has lived four (4) properties from the site for four (4) years and has no objections.

The Commission found that Baron Stevenson, Connor Paulik, and Richard Jennings, employees of the applicant, spoke in support of the application and stated that the business is run with a family atmosphere with good dedicated employees; that the majority of the work is lot clearing and site work; that the business is well run; and that noise is at a minimum, typically only truck engine/exhaust noises.

The Commission found that Joe Weiser, an area resident, spoke in opposition to the application stating that he lives across the road from Mr. Fluharty; that the business has expanded; that sometimes activities on the site start at 6:00 a.m.; that he is concerned about dust, engine noise, the loading of equipment and material noises; that he is concerned about spillage of fuels and oils creating an environmental concern; that he has lost a sound barrier by the removal of the trees;

that in the winter, the truck noises are more obvious; that other site outside of a residential area are available; that he questions the number of vehicles; and that he questions if sub-contractors utilize the site.

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

On August 21, 2014 there was a motion by Mr. Johnson, seconded by Mr. Smith, and carried unanimously to defer action for further consideration. Motion carried 4 – 0.

On September 11, 2014 the Commission discussed this application under Old Business.

Mr. Johnson stated that he would move that the Commission recommend approval of Conditional Use No. 1995 for Adele H. Fluharty for an excavating company storage of equipment and office based upon the record made during the public hearing and for the following reasons:

1) The use is an existing one that has grown from a very small business on the applicant's property where the applicant's family resides. Based on this growth, a conditional use is required.

2) The property is well-maintained, and the area of the business is screened from view.

3) Although there was some opposition to this application, the issues can be resolved through conditions placed on the approval.

4) I do not believe this use adversely affects traffic in the area.

5) The use is generally across the road from a similar, yet more visible, conditional use for a well drilling operation.

6) With the conditions and limitations placed upon this use, it will not adversely affect neighboring properties or the community.

7) The use provides a benefit to Sussex County residents by providing a convenient but screened location for excavating services on a property owned by the applicant.

8) This recommendation is subject to the following conditions:

    A. The use shall be limited to the existing structures on the property. No additional structures shall be permitted.

    B. All entrances and roadway improvements shall be subject to DelDOT approvals.

    C. There shall not be any permanent outside storage of junked or inoperable vehicles, equipment, parts, or similar items.

D. All dumpsters or trash receptacles shall be screened from view of neighboring properties or roadways.

E. Any security lighting shall be downward screened so that it does not shine on neighboring properties or roadways.

F. The areas for parking vehicles and equipment shall be shown on the Final Site Plan and clearly marked on the site itself.

G. All oils, hazardous substances, fluids, and similar substances shall be stored inside in accordance with all applicable laws and regulations and shall be disposed of the same way.

H. The hours of operation shall be from 7:00 am to 6:00 pm, Monday through Saturday.

I. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Mr. Johnson, seconded by Mr. Ross, and carried with four (4) votes to forward this application to the Sussex County Council with the recommendation that the application be approved for the reasons and with the conditions stated. Motion carried 4 – 1, with Mr. Burton abstaining since he was not present during the public hearing.

Introduced 06/17/14

Council District - District No. 4
Tax I.D. No. 234-12.00-84.00
911 Address: 22379 Camp Arrowhead Road, Lewes, DE

ORDINANCE NO. ___

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN EXCAVATING COMPANY STORAGE OF EQUIPMENT AND OFFICE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 5.34 ACRES, MORE OR LESS"

WHEREAS, on the 4th day of June 2014, a conditional use application, denominated Conditional Use No. 1995 was filed on behalf of Adele H. Fluharty; and

WHEREAS, on the _____ day of _____ 2014, 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. 1995 be _____; and

WHEREAS, on the ____ day of _____ 2014, 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:

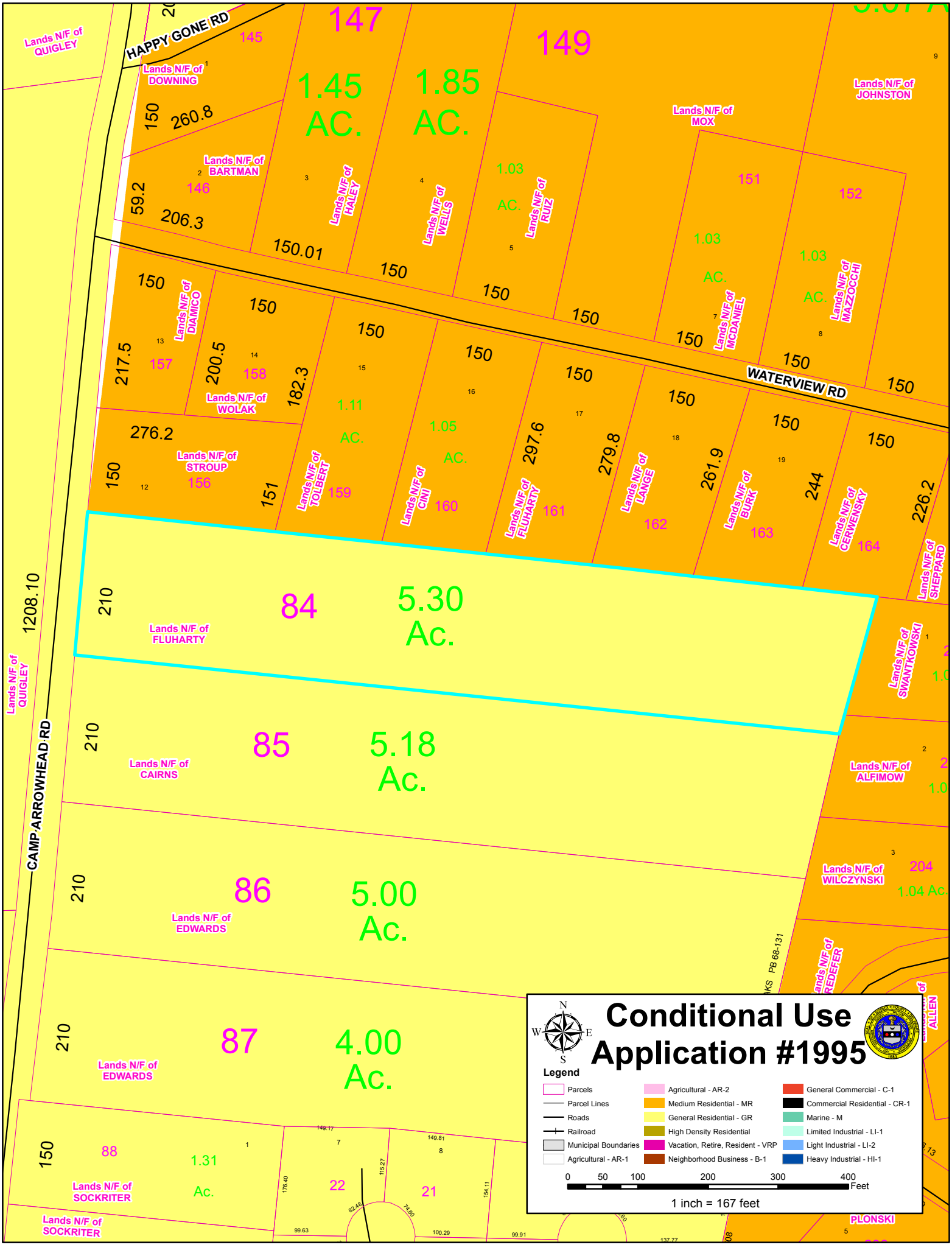
Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 1995 as it applies to the property hereinafter described.

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 east of Road 279 (Camp Arrowhead Road), 260 feet south of Road 279A (Waterview Road) and being more particularly described in Deed Book 1431, Page 333, in the Office of the Recorder of Deeds in and for Sussex County, said parcel containing 5.34 acres, more or less, per revised survey by Compass Point Associates.

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

PROPOSED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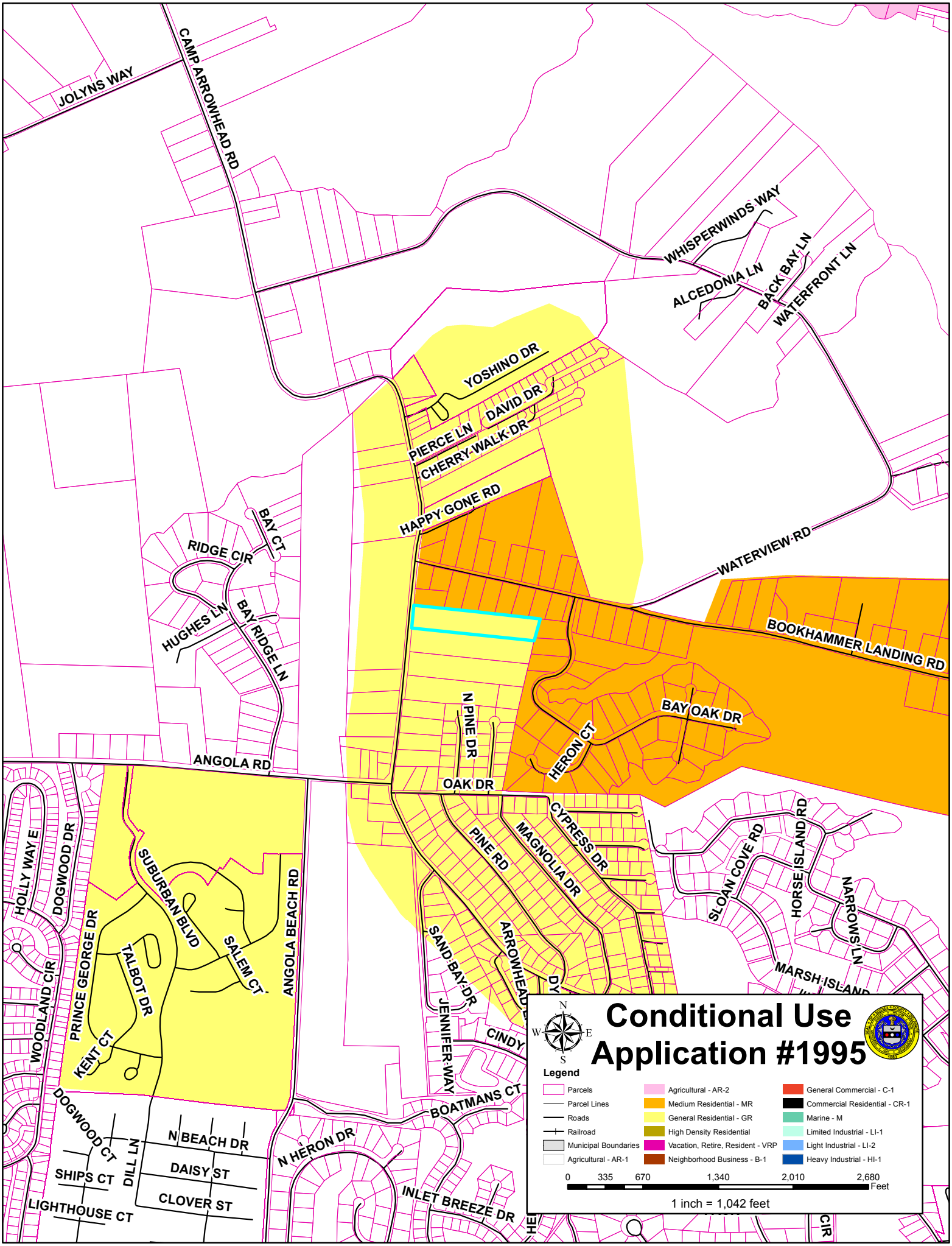
WATERVIEW RD
CAMP ARROWHEAD RD
Lands N/F of QUIGLEY
Lands N/F of DOWNING
Lands N/F of BARTMAN
Lands N/F of HALEY
Lands N/F of WELLS
Lands N/F of RUIZ
Lands N/F of MOX
Lands N/F of JOHNSTON
Lands N/F of DIAMICO
Lands N/F of WOLAK
Lands N/F of STROUP
Lands N/F of TOLBERT
Lands N/F of CINI
Lands N/F of FLUHARTY
Lands N/F of LANGE
Lands N/F of BURK
Lands N/F of CERWENSKY
Lands N/F of SHEPPARD
Lands N/F of MCDANIEL
Lands N/F of MAZZOCCHI
Lands N/F of SWANTKOWSKI
Lands N/F of ALFIMOW
Lands N/F of WILCZYNSKI
Lands N/F of REDEFER
Lands N/F of ALLEN
Lands N/F of FLUHARTY
Lands N/F of CAIRNS
Lands N/F of EDWARDS
Lands N/F of EDWARDS
Lands N/F of SOCKRITER
Lands N/F of SOCKRITER
PLONSKI
PB 68-131
84 5.30 Ac.
85 5.18 Ac.
86 5.00 Ac.
87 4.00 Ac.
88 1.31 Ac.
1.45 AC.
1.85 AC.
1.03 AC.
1.03 AC.
1.03 AC.
1.11 AC.
1.05 AC.
1208.10
Conditional Use Application #1995
Legend
Parcels
Parcel Lines
Roads
Railroad
Municipal Boundaries
Agricultural - AR-1
Agricultural - AR-2
Medium Residential - MR
General Residential - GR
High Density Residential
Vacation, Retire, Resident - VRP
Neighborhood Business - B-1
General Commercial - C-1
Commercial Residential - CR-1
Marine - M
Limited Industrial - LI-1
Light Industrial - LI-2
Heavy Industrial - HI-1
0 50 100 200 300 400 Feet
1 inch = 167 feet


JOLYNS WAY
CAMP ARROWHEAD RD
WHISPERWINDS WAY
ALCEDONIA LN
BACK BAY LN
WATERFRONT LN
YOSHINO DR
DAVID DR
PIERCE LN
CHERRY WALK DR
HAPPY GONE RD
WATERVIEW RD
BOOKHAMMER LANDING RD
BAY CT
RIDGE CIR
HUGHES LN
BAY RIDGE LN
N PINE DR
BAY OAK DR
HERON CT
ANGOLA RD
OAK DR
CYPRESS DR
PINE RD
MAGNOLIA DR
SLOAN COVE RD
HORSE ISLAND RD
NARROWS LN
MARSH ISLAND
HOLLY WAY E
DOGWOOD DR
SUBURBAN BLVD
SALEM CT
ANGOLA BEACH RD
PRINCE GEORGE DR
TALBOT DR
KENT CT
WOODLAND CIR
SAND BAY DR
ARROWHEAD
JENNIFER WAY
CINDY
BOATMANS CT
DOGWOOD CT
N BEACH DR
DILL LN
DAISY ST
SHIPS CT
CLOVER ST
LIGHTHOUSE CT
N HERON DR
INLET BREEZE DR
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Commercial Residential - CR-1
Marine - M
Limited Industrial - LI-1
Light Industrial - LI-2
Heavy Industrial - HI-1
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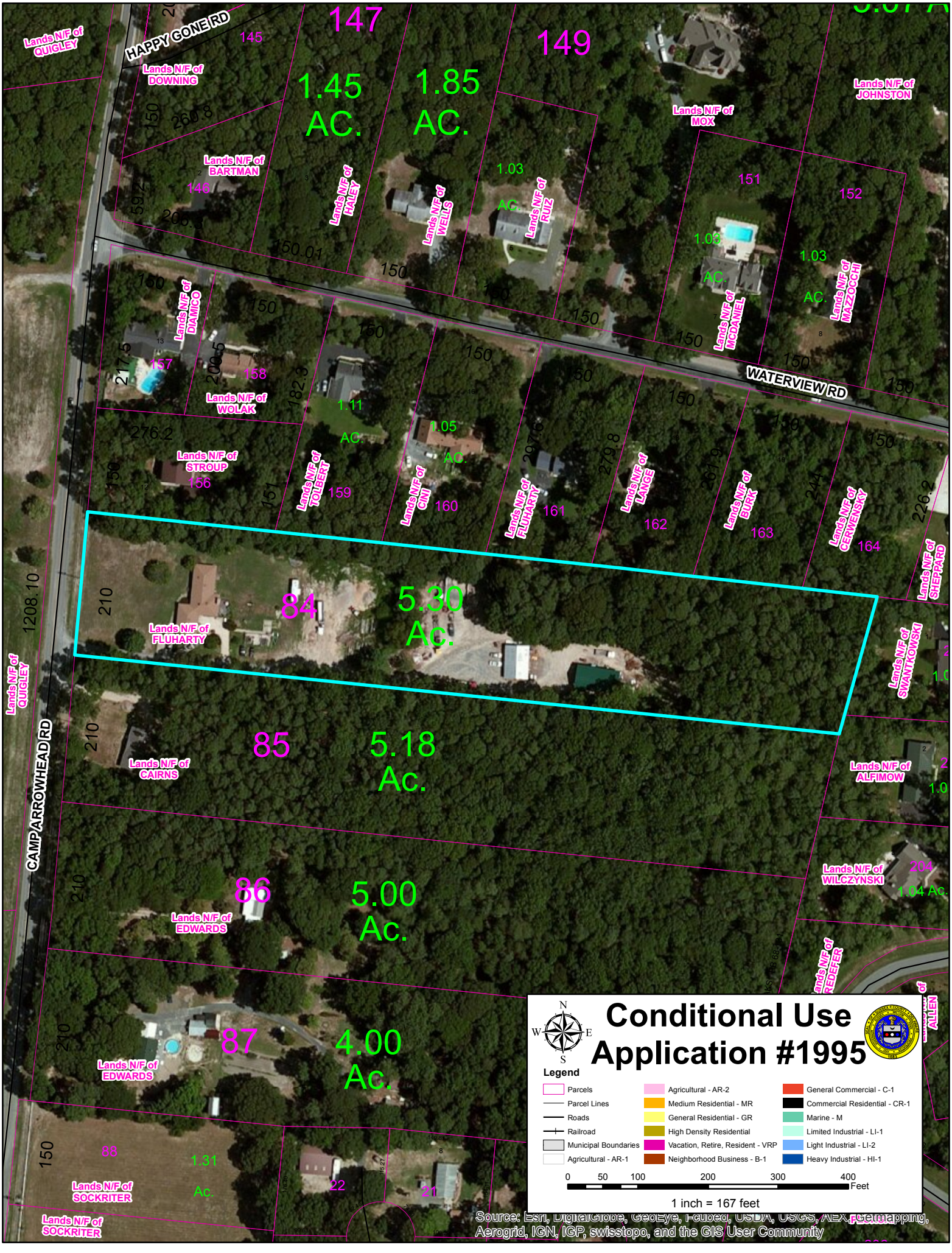
Feet
1 inch = 1,042 feet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Lands N/F of EDWARDS
Lands N/F of SOCKRITER
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Limited Industrial - LI-1
Light Industrial - LI-2
Heavy Industrial - HI-1
0 50 100 200 300 400
Feet
1 inch = 167 feet
Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Rehoboth Concert Band, Inc.
3 Stafford Road
Rehoboth Beach, DE 19971
703.598.9867

October 15, 2014

Mr. George Cole
Ms. Joan Deaver
Mr. Vance Phillips
Mr. Michael Vincent
Mr. Samuel Wilson
Sussex County Council
P.O. Box 589
Georgetown, DE 19947

Dear Sussex County Council Members:

We are the Rehoboth Concert Band and starting our third season of playing and performing beautiful music for the residents of Sussex County. While some people call us an orchestra; technically, we are a concert band whose mission is providing area instrumentalists an opportunity to play and perform as well as providing area audiences a listening experience to enjoy and appreciate the diversity of concert band literature. And it doesn't matter to us if we are referred to as an orchestra or a band; we are a hard-working group of musicians trying to finance ourselves. We would like to request your help in our third season for us to continue growing and thriving and need $2,000 to do so.

Our musicians range in age, playing ability, and location, from all over the county from Milford to Millville and areas east and west. Our student and teacher members have come from Cape Henlopen HS, Indian River HS, Sussex Central HS, Beacon Middle, Sussex Academy of Arts & Sciences, and Sussex Christian Academy. Rehoboth Concert Band is all volunteer with no paid positions. Our rehearsal space is donated by Cape Henlopen Senior Center in Rehoboth Beach.

We work hard--in our first season, we grew rapidly and acquired nonprofit charitable and IRS tax-exempt status for our organization, formed a board of directors, built a website, created a Facebook page, set up a fundraising drive, and performed free concerts. We have since built a list of continuing donors, produced a fundraising concert, and have recently been awarded a STARTUP grant from the DE Division of the Arts that pays for training our Board . The DDOA, in response to our grant application, wrote: "fills a need supported by the high number of particpants," "appeals to a large cross-section of the community," "strong leadership and high-quality guest artists." As you can see, we have the early makings to become a vital musical organization in the county, but we need funds to continue with providing a needed service.

Will you consider awarding us a grant from the Council to help us purchase and build our music library, to purchase additional percussion equipment, to rent venues for our concerts, and to pay our operating expenses. All of this is very expensive, and we are moving ahead in hopes that our fundraising efforts and the community will step up to assist us. You provided us with a $700 grant last October which was greatly appreciated and bought us six compositions to add to our beginning inventory of music.

REHOBOTH CONCERT BAND

This third season, we have started a "Bridging to School Bands " educational outreach program, which includes a collaborative concert with Sussex Central HS at their Center for the Performing Arts. Our guest violin soloist will be a student who received a 2013 scholarship from Coastal Concerts. Please come if you can on Thursday, November 20, 7 p.m. at Sussex Central, $5 at door, students free. And please visit our website to learn more about us, see our photos that show our age diversity, and to hear us play. Other guest artists that have performed with us have been Jerry Birl, Dave Schiff, Peggy Raley, Eddie Sherman, Donna deKuper, and The Bolville Trio.

Thank you for your time and consideration. If you agree that we provide a needed service to Sussex County's cultural and educational environment, please consider Rehoboth Concert Band for a $2,000 grant to continue our work. The grant would be an important part of our funding, and we would be happy to indicate credit to you in our future concert programs. And call us an orchestra if you like, or a community band, or a symphonic band, or a dedicated, hard-working group of community adult and student musicians who play their hearts out.

Sincerely yours,

Kay Creech

Kay Creech, Executive Director
All Rehoboth Concert Band Members