



First American Title

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011400-0788027e

Owner's Policy

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

For Reference:

File #: 201358

Issued By:

Morris, James, Wilson, Halbrook & Bayard, LLP
107 W. Market Street
Georgetown, DE 19947

(This Policy is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy.
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice

of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.
- 6. DUTY OF INSURED CLAIMANT TO COOPERATE**
- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.
- 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**
- In case of a claim under this policy, the Company shall have the following additional options:
- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- 8. DETERMINATION AND EXTENT OF LIABILITY**
- This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.
- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, an
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title

Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. Phone: 888-632-1642.



First American Title Insurance Company

Name and Address of Title Insurance Company: First American Title Insurance Company, 1 First American Way,
Santa Ana, CA 92707

SCHEDULE A

File No. **201358RGG**

Policy No. **5011400-0788027e**

Address Reference: **Stillwater Subdivision, N/RT 54 2150'W/RT 453, Delmar, DE 19940**

Amount of Insurance: **\$650,000.00**

Date of Policy: **January 23, 2014 or the date and time of recording, whichever is later.**

1. Name of Insured:

ORIOLE POOL I OWNER, LLC, a Delaware limited liability company

2. The estate or interest in the Land that is covered by this policy is:

FEE SIMPLE

3. Title is vested in:

ORIOLE POOL I OWNER, LLC, a Delaware limited liability company by virtue of a deed from The National Bank of Cambridge, dated January 13, 2014, recorded January 23, 2014 in the Office of the Recorder of Deeds in and for Sussex County in Deed Book 4220, Page 296.

4. The Land referred to in this policy is described as follows:

For informational purposes only:

**Stillwater Subdivision, N/RT 54 2150'W/RT 453, Delmar, DE 19940
5-32 21.00, parcels 17.00, 18.00, parcels 54.00-225.00, inclusive
City of Delmar, County of Sussex**

SEE CONTINUATION OF SCHEDULE A FOR LEGAL DESCRIPTION

Countersigned:

Morris James Wilson Halbrook & Bayard, LLP

By: _____

Authorized Signatory



First American Title Insurance Company

File No. 201358RGG

Policy No. 5011400-0788027e

**OWNER'S POLICY
SCHEDULE A
(continued)**

LEGAL DESCRIPTION

ALL those certain tracts, pieces or parcels of land, situate, lying and being in The Town of Delmar, Little Creek Hundred, Sussex County, Delaware on the North side of Line Road between the State of Delaware and the State of Maryland, leading from Delmar to Whitesville, being more particularly bounded and described on that certain the Final Plat of subdivision "Stillwater", being of record in the Office of the Recorder of Deeds, aforesaid, in **Plot Book 151, Page 26 &c.** ("Subdivision Plat"); the Property now designated on Sussex County Tax Map 5-32 21.00, as Parcels:

Parcel 17.00: Open Space (designated as Parcels 1-8, inclusive on the Subdivision Plat) and an ingress, egress and Town of Delmar Utility Easement Area (designated as Parcel 9 on the Subdivision Plat); Parcels 1-9 as designated on the Subdivision Plat said to contain 42.21 acres, more or less;

Parcel 18.00: Streets (designated on the Subdivision Plat and said to contain 6.72 acres, more or less); and Parcels 54.00-225.00, inclusive: Designated as Lots 1-172, inclusive, on the Subdivision Plat.

The aforescribed described property remains assessed by Sussex County as described in Deed Book 4033, Page 257, as follows:

ALL those certain tracts, pieces or parcels of land, situate, lying and being in The Town of Delmar, Little Creek Hundred, Sussex County, Delaware on the North side of Line Road between the State of Delaware and the State of Maryland, leading from Delmar to Whitesville, being more particularly described as follows, to wit:

Tract 1: (SCTM: 5-31 21.00 17.00):

BEGINNING at a concrete monument found, a corner for Lot 1 of "Robert Baysinger" Subdivision, the southeasterly corner of lands now or formerly of Wayne L. Bradley, et ux., and the northerly right of way for Route 54 (Line Road) being 60 feet wide; thence North 02 degrees 37 minutes 32 seconds East, by and with a Tie-Line, a distance of 201.52 feet to an iron rod cap to be set, the Point of Beginning; thence (1) North 02 degrees 38 minutes 32 seconds East, by and with lands N/F of Wayne L. Bradley, et ux., passing through a field stone found at a distance of 622.57 feet and continuing for a total distance of 627.21 feet to a point in a small ditch; thence (2) North 85 degrees 52 minutes 25 seconds West, by and with lands N/F of Wayne L. Bradley, et ux., a distance of 401.91 feet to a concrete monument found; thence (3) North 08 degrees 13 minutes 03 seconds West, by and with lands N/F of Earl D. Hudson, a distance of 644.76 feet to an iron axle found; thence (4) North 08 degrees 02 minutes 29 seconds West, by and with lands N/F of The Pepsi Cola Bottling Company of Salisbury, Maryland, a



First American Title Insurance Company

File No. 201358RGG

Policy No. 5011400-0788027e

OWNER'S POLICY
SCHEDULE A
(continued)

distance of 327.60 feet a large iron rod found; thence (5) North 48 degrees 08 minutes 04 seconds East, by and with lands N/F of The Pepsi Cola Bottling Company of Salisbury, Maryland and crossing platted lots on "Little Creek Manor" Subdivision Plan, Plot Book 12, Page 49, a distance of 777.75 feet to a field stone; thence (6) South 60 degrees 07 minutes 04 seconds East, by and with lands N/F of Woon Chul Nam, et ux., a distance of 1,704.44 feet to a concrete monument in a ditch; thence (7) South 60 degrees 49 minutes 14 seconds East, by and with N/F of Woon Chul Nam, et ux., a distance of 200.73 feet to an intersection of a ditch and a corner for lands N/F of David L. Rice, et ux. and a corner for lands N/F of Edna C. Tappen; thence (8) South 15 degrees 21 minutes 05 seconds West, by and with the centerline of the ditch, a distance of 558.07 feet to a point in the ditch; thence (9) South 07 degrees 56 minutes 17 seconds East, by and with the centerline of the ditch, a distance of 357.42 feet to another point in the ditch; thence (10) South 04 degrees 05 minutes 30 seconds West, by and with the centerline of the ditch, a distance of 173.08 feet to an iron pipe with a cap to be set; thence (11) North 83 degrees 28 minutes 04 seconds West, a distance of 258.11 feet to an iron pipe with a cap to be set; thence (12) South 09 degrees 37 minutes 36 seconds West, a distance of 197.65 feet to an iron road and cap to be set; thence (13) North 88 degrees 15 minutes 14 seconds West, continuing by and with "Robert Baysinger" Subdivision, a distance of 657.89 feet to an iron rod and cap to be set; thence (14) South 01 degrees 44 minutes 46 seconds West, by and with Lot 7 of "Robert Baysinger" Subdivision, a distance of 176.50 feet to a concrete monument found; thence (15) along a curve to the left, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, and a chord which bears South 43 degrees 15 minutes 41 seconds East, by and with Lot 7 of "Robert Baysinger" Subdivision, a distance of 35.36 feet to a concrete monument found; thence (16) North 88 degrees 15 minutes 14 seconds West, by and with northerly right of way for Route 54, being 60 feet wide, a distance of 112.96 feet to a concrete monument found; thence (17) along a curve to the left, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, and a chord which bears North 46 degrees 44 minutes 46 seconds East, by and with Lot 6 of "Robert Baysinger" Subdivision, a distance of 35.36 feet to a concrete monument found; thence (18) North 01 degrees 44 minutes 46 seconds East, by and with Lot 6 of "Robert Baysinger" Subdivision, a distance of 176.50 feet to a concrete monument found; thence (19) North 88 degrees 15 minutes 14 seconds West, by and with "Robert Baysinger" Subdivision a distance of 601.91 feet to the POINT OF BEGINNING, Containing 76.159 acres of land as surveyed by Wiles Mensch Corporation – Atlantic Group February 17, 2004.

TOGETHER with the improvements thereon and all the rights and appurtenances thereto belonging or in any manner appertaining.

Tract 2: (SCTM: 5-32 21.00 18.00)



First American Title Insurance Company

File No. 201358RGG

Policy No. 5011400-0788027e

**OWNER'S POLICY
SCHEDULE A**
(continued)

BEGINNING at a concrete monument found, a corner for Lot 1 of "Robert Baysinger" Subdivision, the southeasterly corner of lands now or formerly of Wayne L. Bradley, et ux., and the northerly right of way for Route 54 (Line Road) being 60 feet wide; thence South 88 degrees 15 minutes 14 seconds East, by and with a Tie-Line along the northerly right of way for Route 54, a distance of 1,297.96 feet to a concrete monument found, the POINT OF BEGINNING; thence (1) North 09 degrees 27 minutes 36 seconds East, by and with Lot 12 of "Robert Baysinger" Subdivision, a distance of 203.43 feet to an iron rod and cap set; thence (2) North 09 degrees 37 minutes 36 seconds East, by and with lands now or formerly of David L. Rice, et ux., a distance of 197.65 feet to an iron rod and cap set; thence (3) South 83 degrees 28 minutes 04 seconds East, by and with lands now or formerly of David L. Rice et ux., a distance of 258.11 feet to an iron rod set in the center of a ditch; thence (4) North 04 degrees 05 minutes 30 seconds East by and with the centerline of a ditch separating these lands and lands now or formerly of David L. Rice et ux., a distance of 173.08 feet to a point for corner; thence (5) North 07 degrees 56 minutes 17 seconds West, by and with the centerline of a ditch separating these lands and lands now or formerly of David L. Rice et ux., a distance of 357.42 feet to a point for corner; thence (6) North 15 degrees 21 minutes 05 seconds East, by and with the centerline of a ditch separating these lands and lands now or formerly of David L. Rice et ux., a distance of 558.07 feet to a point for corner; thence (7) South 60 degrees 49 minutes 14 seconds East, by and with lands now or formerly of Woon Chul Nam, et ux., a distance of 321.63 feet to a concrete monument found; thence (8) South 60 degrees 24 minutes 43 seconds East, by and with lands now or formerly of Samuel F. Slabaugh, a distance of 115.76 feet to an iron rod and cap to be set; thence (9) South 15 degrees 40 minutes 14 seconds West, by and with a hedge row and lands now or formerly of James E. Klaverweiden, et ux., passing through a field stone found at a distance of 1,100.17 feet and continuing for a total of 1,110.00 feet to the center of a ditch; thence (10) South 30 degrees 18 minutes 16 seconds West, by and with a ditch and lands now or formerly of Lester M. Walker, et ux., a distance of 186.48 feet to a point in a ditch; thence (11) North 88 degrees 15 minutes 14 seconds West, by and with the northerly right of way for Route 54, being 60 feet wide, a distance of 422.00 feet to the POINT OF BEGINNING. Containing 12.619 acres of land as surveyed by the Wiles Mensch Corporation—Atlantic Group February 17, 2004.

NOTE: ITEM SECOND IS SUBJECT TO the covenant that no sewer plan and/or lagoon for the treatment of sewage of any kind shall be constructed, placed or located upon the land within the area located with 600 feet North of the Southerly line of the land, and said covenant shall be in perpetuity and run with and be binding upon the land herein conveyed, and more particularly set forth in a deed from Edna C. Tappann to Robert Russell Baysinger, et al, dated December 12, 1972, and recorded among the aforesaid Records in Book 693, Page 770.



First American Title Insurance Company

File No. **201358RGG**

Policy No. **5011400-0788027e**

SCHEDULE B EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Covered Risk 2(c), which is hereby deleted.
2. Any variation in location of lines or dimensions or other matters which an accurate survey would disclose.
3. Easements, or claims of easements, not shown by the Public Records.
4. Rights or claims of parties in possession or under the terms of any unrecorded lease or agreement of sale.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Accuracy of area content not insured.
7. Taxes for the year **2014**, and subsequent years, not yet due and payable.
8. Restrictions contained in Deed recorded in the Office of the Recorder of Deeds, in and for Sussex County, in Deed Book 3206, Page 34 and Deed Book 2896, Page 179.
9. Right of way to Delaware Power and Light Company recorded December 21, 1944 in the Office of the Recorder of Deeds, in and for Sussex County, in Deed Book 348, Page 588.
10. Right of way to Delaware Power and Light and The Diamond State Telephone Company recorded February 20, 1964 in the Office of the Recorder of Deeds, in and for Sussex County, in Deed Book 518, Page 442.
11. Declaration of Restrictions recorded in the Office of the Recorder of Deeds, in and for Sussex County, in Deed Book 746, Page 180.
12. Right of way to The Diamond State Telephone Company recorded April 29, 1977 in the Office of the Recorder of Deeds, in and for Sussex County, in Deed Book 837, Page 192, for Plot recorded in the Office of the Recorder of Deeds, in and for Sussex County, in Plat Book 12, Page 49.
13. Right of way of and Maintenance Easement for ditches crossing or adjacent to the subject property.
14. Notes, Easements and Restrictions on Subdivision Plat of record in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book 12, Page 149.
15. Notes, Easement and Restriction on Subdivision Plat of record in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book 14, Page 140.
16. Notes, Easements and Restriction on Subdivision Plat of record in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book 87, Page 94.
17. Separate assessment of the Land insured hereunder, as assessed by the Town of Delmar (as Open Space; Town of Delmar Utility Easement Area; Streets; and Lots, all as depicted and described on the Subdivision Plat (Plot Book 151, Page 26) and as firstly described in Schedule A, attached, is subject to a Development Special Exception which expires June 30, 2015. Thereafter, the Land insured hereunder is as assessed by Sussex County and described as in Deed Book 4033, Page 257, and as secondly described in Schedule A, attached)



First American Title Insurance Company

File No. 201358RGG

Policy No. 5011400-0788027e

**OWNER'S POLICY
SCHEDULE B**
(continued)

***but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. § 3604 (c).

MAYOR & COUNCIL

January 6, 2014

Mayor Houlihan called the regular scheduled meeting of the Mayor and Council of Delmar, Delaware to order at 7:00 P.M. In attendance were Mayor Houlihan, Vice Mayor Pase, Council Members Smith, and Thompson, Town Manager Bynum-King. Guests: Joshua Taylor, Howard Dickerson, Heather Chandler, Starr Conaway, Greg Oline and District Superintendent Dr. David Ring. Absent: Council Member Littleton and Clerk of Council Cindy Fisher.

Public Hearing – Sussex County Filing for Community Development Block Grant (CDBG) funds to assist low to moderate income families with the housing rehabilitation grant program on behalf of the Town of Delmar, Delaware. Mayor Houlihan stated that each year the County applies for CDBG funds to provide financial assistance to families in need of the housing rehabilitation program. He asked for a motion to open the Public Hearing, Vice Mayor Pase made the motion and it was seconded by Council Member Smith. The motion passed with 4 Ayes and 1 Absent (Littleton). Mr. Brad Whaley, Sussex County Community Development Director, presented on behalf of the County to the Council and the audience. He explained the State program guidelines and the County's intent to submit an application to the Delaware State Housing Authority which would include the three pre-qualified Delmar applicants.

Mayor Houlihan asked if there were any comments or questions from the audience. Town Manager Bynum-King said that the housing rehabilitation program has been very successful in Delmar for many years. The County is doing a great job administering the program. There were no other comments or questions.

Mayor Houlihan called for a motion to close the Public Hearing. Council Member Thompson made the motion and it was seconded by Council Member Smith. The motion passed with 4 Ayes and 1 Absent (Littleton). Mayor Houlihan read Resolution 2014-01-06 authorizing Sussex County Community Development to submit an application to the State including three recipients from the Town of Delmar, Delaware. A motion was made by Vice Mayor Pase to accept the Resolution as read and it was seconded by Council Member Smith. The motion passed with 4 Ayes and 1 Absent (Littleton).

Mayor Houlihan also read a Fair Housing Resolution recognizing the importance of fair housing practices within our Town. He asked for a motion to accept the Resolution as read. The motion was made by Vice Mayor Pase and seconded by Council Member Smith. The motion passed with 4 Ayes and 1 Absent (Littleton).

Mayor's Comments

Mayor Houlihan welcomed everyone and stated that Council Member Littleton called and said he would be unable to attend the meeting this evening. Clerk of Council Cindy Fisher was also not present this evening due to illness.

Approval of Minutes

Council Member Smith made a motion to approve the December minutes as circulated. Council Member Thompson seconded the motion which passed with 4 Ayes and 1 Absent (Littleton).

Unfinished Business

Follow-up response from Town Solicitor James Waehler regarding the December 2013 SRO-MOU agenda item at the request of Council Member Littleton - Town Manager Bynum-King reported that she had received a written opinion from Mr. Waehler regarding the matter of the SRO being added to the December agenda after it had fail for a lack of a motion at the November meeting. She said that upon receipt of the opinion from Mr. Waehler, she had sent the written response to each of the elected officials via email. Mr. Waehler's opinion was based on his review of the Town's Charter and Robert's Rules of Order, and he stated in his email, "Therefore, it is my opinion that such motion could certainly be again brought before the Town Council at a subsequent meeting."

Regarding the fact that Dr. Ring of the Delmar School District, not being a resident of the Town of Delmar, Delaware, requested that the SRO matter be placed on the agenda, Mr. Waehler's opinion was that "the Mayor had the authority to direct you (Town Manager) to place the renewed motion on the agenda for the December meeting." Town Manager Bynum-King stated that nothing regarding the motion or how it was placed on the agenda was handled improperly.

New Business

Mid-Year Financial Report – Heather Chandler, Supervisor of Finances presented the Delmar, Delaware midyear financial review. She reported that the revenues and expenses are on point with where the Town should be as of December, 2013 which represents 50% of the fiscal year. She pointed out to the Council that we have currently received more property tax revenues than actually anticipated in the budget. There were other line items where the Town had exceeded the anticipated budgeted revenues as well. She explained that there was a significant decrease in tickets and fines. Last year during the same period the Town had secured \$50,000 and so far this year the Town only received \$9,000. Expenditures in the Public Safety budget has exceeded midyear percentage which will even out once the Police Department receives funds from funding sources earmarked to covers most of those expenses. Council had no comments on the report; however they did express their appreciation on the hard work of Heather Chandler and Town Manager Bynum-King for being fiscally responsible over the Town's finances.

Personnel Manual – Town Manager Bynum-King stated that the Personnel Manual was finally completed and prepared for acceptance by the Town Council this evening. The revision of the manual was a major undertaking that took many long months to get to the place of acceptance. She said that there were minimal changes requested by the Joint Council Members as a result of the workshop held in November, 2013. Starr Conaway, Administrative Assistant/Human Resources was present this evening to answer any pending questions.

Mayor Houlihan and Council Members expressed their appreciation for all of the time and effort that went into the compilation and presentation of the final document. Mayor Houlihan called for a motion to accept the Personnel Manual as presented. Council Member Smith made the motion and it was seconded by Council Member Thompson. The motion passed with 4 Ayes and 1 Absent (Littleton).

Comprehensive Plan Map Amendment – Town Manager Bynum-King stated that back in 2010 the Town submitted its 5-year Comprehensive Plan as required by the State of Delaware Planning for Certification. The Plan was accepted and approved by the State as prepared. During our attempt to move forward with the annexation of AARAV, known as Brownies Package Store location, the State denied the Town's Plan of Services. The State explained that our request was denied because the requested annexed parcel was not showing on the 2010 Comprehensive Plan maps as contiguous with Town boundaries and therefore not eligible for annexation. Town Manager Bynum-King reported that upon her researching the situation, it was realized that the 2010 Comprehensive Maps were incorrect. The two parcels just to the south (Parcels 5-32-87 and 88) of the AARAV

property were annexed into municipal boundaries in September, 1986 and were inadvertently omitted from the maps after several levels of review. She reported that all of the confusion surrounding this annexation occurred during the summer reports. She further reported that after the mistake was discovered, at the guidance of State Planning Office, the Town submitted a request to the State asking to amend our maps to correct the error. Town Staff attended another PLUS meeting to have the incorrect maps corrected. The State approved our request and somewhere between the States approval and notification to the Town there was a break in communication. Town Manager Bynum-King said that after she spoke with Dorothy Morris, with the State Planning Office, she was informed an approval letter was sent back in July advising us that once the Council approved the amendment a copy of the minutes and official map is to be sent to the State for their files.

Mayor Houlihan called for a motion to accept the amendment to the 2010 Comp plan map to reflect the annexed parcels that were inadvertently omitted. Council Member Thompson made the motion and it was seconded by Council Member Smith. The motion passed with 4 Ayes and 1 Absent (Littleton).

Committee Reports:

Parks & Recreation - No Report

Police Commission Report

Mayor Houlihan stated that the Police Commission met on December 9th and read the report that was included in the mail packets and they will be attached to these minutes in the Minute Book.

Code Enforcement Officer Report

Mayor Houlihan noted that the Code Enforcement report was not included in the mail packets. Town Manager Bynum-King stated she would follow up with the Clerk of Council and Code Enforcement to find out why a report was not submitted.

Fire Department Report

Council Member Thompson said he didn't have an official report. He did want to mention that Gomer Adkins was the recipient of the Sussex County Firefighter of the Year Award. He said the award was quite an honor. Mayor Houlihan and the other Council Members agreed with Council Member Thompson. Mayor Houlihan stated that he wanted the Town to recognize Mr. Adkins accomplishments.

Utility Commission

Vice Mayor Pase reported that the back up well project is still on hold until clarity can be gained regarding the VOC's that were identified in MDE's report. She said it was reported that our situation had been turned over to the EPA and they have planned to be on site sometime in January. They will be doing a soil gas assessment in late March or early April with a full report submitted to DNREC, MDE and the Town by the end of summer. The Town has met all of the State of Delaware Drinking Water Systems for Consumer Confidence Report (CCR). There are some issues at the wastewater treatment plant with the sand filters. The filters were clogged and we went into bypass mode. The operators were able to unclog four of the six cells. They are working on a plan to unclog the other two cells.

Delmar Revitalization Report

Town Manager Bynum-King stated that there is no report.

Public Works Commission Report

Council Member Smith reported that the Public Works staff has been working on the street clean up. They have been busy cleaning the storm drains and catch basins. The street sweeper is down, Director of Public Works is getting quotes for a shaft drive and skirt sweep. The department is in the process of filling two positions. There was no vandalism with the Christmas decorations this year. Town Manager Bynum-King mentioned that the Public Works personnel are doing an outstanding job on keeping up with cleaning the streets and the catch basins. The two new employees have been a tremendous asset to the Town.

Planning & Zoning Commission Report

Council Member Thompson reported on the following:

Stillwater Development - Mr. Greg Oline came before the Planning Commission seeking, on behalf of the National Bank of Cambridge, approval for an extension on the Stillwater Development Special Exception that expired at the end of December, 2013. Planning & Zoning gave him a favorable recommendation to have the Development's Special Exception extended until June 30, 2015. Mayor Houlihan asked for a motion for granting the Stillwater Development an extension on their Special Exception through June 30, 2015. Council Member Thompson made the motion and it was seconded by Council Member Smith. The motion passed with 4 Ayes and 1 Absent (Littleton).

Council Member Thompson said the other agenda item was a Maryland issue. The Planning Commission gave a favorable recommendation for Mr. David Davis' new home construction in Bridgewood Estate. The Maryland Commission will vote on this issue next week.

Town Manager's Report

Town Manager Bynum-King reported that she had been in contact with Mr. John Sigler and he has completed his rough draft of the Police Department Assessment. The draft document has been given to a paralegal for preparation and formatting. She said that Mr. Sigler anticipates having the document delivered by the end of next week.

Council Comments

Vice Mayor Pase thanked everyone for their support and prayers during her husband's illness. She reported that he is making progress daily and she can't wait until he is able to come home.

Council Member Smith mentioned that there were still donations trickling in for the Christmas tree lighting. He said that so far they had collected in excess of four thousand dollars. Council Members commented that the tree lighting ceremony was a very nice event and they are looking forward to this year being ever greater.

Council Member Thompson thanked everyone for their support and prayers as his family had been experiencing several difficult months last year. He was hoping for a better year.

Mayor Houlihan concluded by saying that it has been a rough year for Vice Mayor Pase with her husband and Council Member Thompson with his in-law's and his daughter, but he believed this would be a better year for all. He mentioned that there had been some rough challenges we had to work through last year; mainly some good things that caused us to shine bright, such as the new Public Safety Building, street/sidewalk repair projects, and street lighting project. He said he was looking forward to a great year.

Public Comments - None

Adjournment

Council Member Smith made a motion for adjournment which was seconded by Vice Mayor Pase. The motion passed with 5 Ayes and 1 Absent.

Submitted by
Sara Bynum-King
Town Manager

PUBLIC NOTICE
PLANNING & ZONING COMMISSION
AGENDA

**PLEASE EITHER TURN OFF OR SET ON VIBRATE
ALL CELL PHONES DURING THIS MEETING.**

On Thursday, December 12, 2013 the Delmar Planning & Zoning Commission will meet at the Delmar Town Hall for their scheduled meeting at 7:00 pm. The following Agenda is scheduled:

- | | |
|-----------|---|
| 7:00 P.M. | CALL TO ORDER |
| 7:05 P.M. | CHAIRMAN'S COMMENTS |
| 7:10 P.M. | APPROVAL OF MINUTES
October, 2013
November, 2013 |
| 7:15 P.M. | OLD BUSINESS <ul style="list-style-type: none">• David Davis- New Home Construction- Lot 2 on corner of Lennox Dr. and Britani Lane, Breckenridge. Also asking for approval of a variance |
| 7:40 P.M. | NEW BUSINESS <ul style="list-style-type: none">• Greg Olinde- National Bank of Cambridge- Stillwater Extension |
| 8:40 P.M. | PUBLIC COMMENTS |
| 8:50 P.M. | ADJOURN |

NOTE TO THE PUBLIC: The Agenda items as listed may not be considered in sequence. This Agenda is subject to change, to include additional items including Executive Sessions or the deletion of items including Executive Sessions, which arise at the time of the Meeting. The Town of Delmar provides a handicap accessible meeting location and will provide qualified interpreters as necessary, if given 72 hours notice prior to the meeting.

Posted: December 3, 2013

Planning & Zoning Commission

December 12, 2013

The regularly scheduled meeting of the Planning & Zoning Commission was held at Town Hall on December 12, 2013. In attendance were Chairman Luffman, Council Member Thompson, Members Boyan and Ring, Community Development Coordinator Hardin and Clerk of Council Fisher. Absent: Commission Members Dixon and Catellier. Guests: Greg Olinde, David Davis

Call to Order

Chairman Luffman called the meeting to order.

Approval of Minutes

Chairman Luffman stated that there still isn't enough of the right members present to approve the October, 2013 minutes.

Council Member Thompson made a motion to approve the November, 2013 minutes as circulated. Commission Member Boyan seconded the motion which passed with 4 ayes and 2 absent.

New Business

Greg Olinde- National Bank of Cambridge- Stillwater Extension

Chairman Luffman reported that the current extension that Stillwater has is set to expire on December 31, 2013. The Delaware Council does not meet again until January 6, 2014. Delaware Mayor Houlihan was contacted and he agreed to allow the extension that Stillwater currently has to run until December 6, 2014.

Mr. Olinde from The National Bank of Cambridge explained that he is the Chief Credit Officer for the Bank but has just recently acquired this account for the Stillwater property. The Bank has owned the property since February 2012 and it has been actively marketed. There are 172 approved lots in the 88.78 acre development. It is important for them to have some sort of extension on the property. It was under contract recently but the developer pulled out in October. He did say that there was some interest but he doesn't want to have to revert it back to farm land. It is listed with Long and Foster and the asking price is \$1.8 million.

Chairman Luffman said that when the amphitheater is up and going, the Bank could come before the Zoning Commission and ask for a change in zoning due to the change in the area. He also said that Heron Ponds and Yorkshire Estates are currently building and this is a tough economy.

Council Member Thompson made a motion for favorable recommendation to the Delaware Council for an extension of the plan for Stillwater Development, located in

Delmar, DE. until June 30, 2015. Commission Member Boyan seconded the motion which passed with 4 ayes and 2 absent.

Old Business

David Davis- New Home Construction on Lot 2 corner of Lennox Drive and Britanni Lane in Breckenridge

Chairman Luffman reported that the last time Mr. Davis was before the Planning and Zoning Commission for this new home, he was under the impression that he needed a variance. But upon reviewing the plans and calculating the figures, it was decided at the last meeting that he did not need a variance.

Mr. Davis provided to the Commission a plat of the property as done by a surveyor on how the house will sit on the property with the setbacks. The total square footage of the house is 1,384 feet. There was discussion on where the driveway will go since there was not one indicated in the plans. Mr. Davis said that there is a 21 foot intrusion in the front of the house where the driveway will be.

Chairman Luffman asked for a motion for the favorable recommendation to the Delmar DE Council for new home construction on Lot 2 at the corner of Lennox Drive and Brittani Lane, per the amended drawings with the driveway coming off the house. Council member Thompson made that motion and it was seconded by Commission Member Ring.

Chairman Luffman realized his mistake and asked for a motion to amend the previous motion to say Delmar, MD Commission instead of Delmar, DE Council. Council Member Thompson made that motion and it was seconded by Commission Member Ring.

Adjournment

Council Member Thompson made a motion to adjourn. The motion was seconded by Commission Member Boyan. The motion passed with 4 ayes and 2 absent.

Respectfully submitted,



Cindy Fisher

Clerk of Council

SCTM # 5-32 21.00, Parcels 17.00, 18.00
(Town of Delmar: Parcel 17.00, 18.00, and 54.00-225.00, inclusive)
PREPARED BY & RETURN TO:
Morris James Wilson Halbrook & Bayard, LLP
107 West Market Street
P.O. Box 690
Georgetown, DE 19947
File No. 201358/RGG

BK = 4220 PG = 296

THIS DEED, made this 13th day of January, 2014,

- BETWEEN -

THE NATIONAL BANK OF CAMBRIDGE, of 304 High Street, Cambridge, MD 21613, party of the first part,

- AND -

ORIOLE POOL I OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, of C/O Hudson Realty, LLC, 250 Park Avenue S., 3rd Floor, New York, NY 10003, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of ONE DOLLAR 00/100 (\$1.00), lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the party of the second part, and its heirs and assigns, in fee simple, the following described lands, situate, lying and being in Sussex County, State of Delaware:

ALL those certain tracts, pieces or parcels of land, situate, lying and being in The Town of Delmar, Little Creek Hundred, Sussex County, Delaware on the North side of Line Road between the State of Delaware and the State of Maryland, leading from Delmar to Whitesville, being more particularly bounded and described on that certain the Final Plat of subdivision "Stillwater", being of record in the Office of the Recorder of Deeds, aforesaid, in Plot Book 151, Page 26 &c. ("Subdivision Plat"); the Property now designated on Sussex County Tax Map 5-32 21.00, as Parcels:

Parcel 17.00: Open Space (designated as Parcels 1-8, inclusive on the Subdivision Plat) and an ingress, egress and Town of Delmar Utility Easement Area (designated as Parcel 9 on the Subdivision Plat); Parcels 1-9 as designated on the Subdivision Plat said to contain 42.21 acres, more or less;

Parcel 18.00: Streets (designated on the Subdivision Plat and said to contain 6.72 acres, more or less); and Parcels 54.00-225.00, inclusive: Designated as Lots 1-172, inclusive, on the Subdivision Plat.

CR 45

5

The aforescribed described property remains assessed by Sussex County as described in Deed Book 4033, Page 257, as follows:

ALL those certain tracts, pieces or parcels of land, situate, lying and being in The Town of Delmar, Little Creek Hundred, Sussex County, Delaware on the North side of Line Road between the State of Delaware and the State of Maryland, leading from Delmar to Whitesville, being more particularly described as follows, to wit:

Tract 1: (SCTM: 5-31 21.00 17.00):

BEGINNING at a concrete monument found, a corner for Lot 1 of "Robert Baysinger" Subdivision, the southeasterly corner of lands now or formerly of Wayne L. Bradley, et ux., and the northerly right of way for Route 54 (Line Road) being 60 feet wide; thence North 02 degrees 37 minutes 32 seconds East, by and with a Tie-Line, a distance of 201.52 feet to an iron rod cap to be set, the Point of Beginning; thence (1) North 02 degrees 38 minutes 32 seconds East, by and with lands N/F of Wayne L. Bradley, et ux., passing through a field stone found at a distance of 622.57 feet and continuing for a total distance of 627.21 feet to a point in a small ditch; thence (2) North 85 degrees 52 minutes 25 seconds West, by and with lands N/F of Wayne L. Bradley, et ux., a distance of 401.91 feet to a concrete monument found; thence (3) North 08 degrees 13 minutes 03 seconds West, by and with lands N/F of Earl D. Hudson, a distance of 644.76 feet to an iron axle found; thence (4) North 08 degrees 02 minutes 29 seconds West, by and with lands N/F of The Pepsi Cola Bottling Company of Salisbury, Maryland, a distance of 327.60 feet a large iron rod found; thence (5) North 48 degrees 08 minutes 04 seconds East, by and with lands N/F of The Pepsi Cola Bottling Company of Salisbury, Maryland and crossing platted lots on "Little Creek Manor" Subdivision Plan, Plot Book 12, Page 49, a distance of 777.75 feet to a field stone; thence (6) South 60 degrees 07 minutes 04 seconds East, by and with lands N/F of Woon Chul Nam, et ux., a distance of 1,704.44 feet to a concrete monument in a ditch; thence (7) South 60 degrees 49 minutes 14 seconds East, by and with N/F of Woon Chul Nam, et ux., a distance of 200.73 feet to an intersection of a ditch and a corner for lands N/F of David L. Rice, et ux. and a corner for lands N/F of Edna C. Tappen; thence (8) South 15 degrees 21 minutes 05 seconds West, by and with the centerline of the ditch, a distance of 558.07 feet to a point in the ditch; thence (9) South 07 degrees 56 minutes 17 seconds East, by and with the centerline of the ditch, a distance of 357.42 feet to another point in the ditch; thence (10) South 04 degrees 05 minutes 30 seconds West, by and with the centerline of the ditch, a distance of 173.08 feet to an iron pipe with a cap to be set; thence (11) North 83 degrees 28 minutes 04 seconds West, a distance of 258.11 feet to an iron pipe with a cap to be set; thence (12) South 09 degrees 37 minutes 36 seconds West, a distance of 197.65 feet to an iron rod and cap to be set; thence (13) North 88 degrees 15 minutes 14 seconds West, continuing by and with "Robert Baysinger" Subdivision, a distance of 657.89 feet to an iron rod and cap to be set; thence (14) South 01 degrees 44 minutes 46 seconds West, by and with Lot 7 of "Robert Baysinger" Subdivision, a distance of 176.50 feet to a concrete monument found; thence (15) along a curve to the left, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, and a chord which bears South 43 degrees 15 minutes 41 seconds East, by and with Lot 7 of "Robert Baysinger" Subdivision, a distance of 35.36 feet to a concrete monument found; thence (16) North 88 degrees 15 minutes 14 seconds West, by and with northerly right of

way for Route 54, being 60 feet wide, a distance of 112.96 feet to a concrete monument found; thence (17) along a curve to the left, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, and a chord which bears North 46 degrees 44 minutes 46 seconds East, by and with Lot 6 of "Robert Baysinger" Subdivision, a distance of 35.36 feet to a concrete monument found; thence (18) North 01 degrees 44 minutes 46 seconds East, by and with Lot 6 of "Robert Baysinger" Subdivision, a distance of 176.50 feet to a concrete monument found; thence (19) North 88 degrees 15 minutes 14 seconds West, by and with "Robert Baysinger" Subdivision a distance of 601.91 feet to the POINT OF BEGINNING, Containing 76.159 acres of land as surveyed by Wiles Mensch Corporation - Atlantic Group February 17, 2004.

TOGETHER with the improvements thereon and all the rights and appurtenances thereto belonging or in any manner appertaining.

Tract 2: (SCTM: 5-32 21.00 18.00)

BEGINNING at a concrete monument found, a corner for Lot 1 of "Robert Baysinger" Subdivision, the southeasterly corner of lands now or formerly of Wayne L. Bradley, et ux., and the northerly right of way for Route 54 (Line Road) being 60 feet wide; thence South 88 degrees 15 minutes 14 seconds East, by and with a Tie-Line along the northerly right of way for Route 54, a distance of 1,297.96 feet to a concrete monument found, the POINT OF BEGINNING; thence (1) North 09 degrees 27 minutes 36 seconds East, by and with Lot 12 of "Robert Baysinger" Subdivision, a distance of 203.43 feet to an iron rod and cap set; thence (2) North 09 degrees 37 minutes 36 seconds East, by and with lands now or formerly of David L. Rice, et ux., a distance of 197.65 feet to an iron rod and cap set; thence (3) South 83 degrees 28 minutes 04 seconds East, by and with lands now or formerly of David L. Rice et ux., a distance of 258.11 feet to an iron rod set in the center of a ditch; thence (4) North 04 degrees 05 minutes 30 seconds East by and with the centerline of a ditch separating these lands and lands now or formerly of David L. Rice et ux., a distance of 173.08 feet to a point for corner; thence (5) North 07 degrees 56 minutes 17 seconds West, by and with the centerline of a ditch separating these lands and lands now or formerly of David L. Rice et ux., a distance of 357.42 feet to a point for corner; thence (6) North 15 degrees 21 minutes 05 seconds East, by and with the centerline of a ditch separating these lands and lands now or formerly of David L. Rice et ux., a distance of 558.07 feet to a point for corner; thence (7) South 60 degrees 49 minutes 14 seconds East, by and with lands now or formerly of Woon Chul Nam, et ux., a distance of 321.63 feet to a concrete monument found; thence (8) South 60 degrees 24 minutes 43 seconds East, by and with lands now or formerly of Samuel F. Slabaugh, a distance of 115.76 feet to an iron rod and cap to be set; thence (9) South 15 degrees 40 minutes 14 seconds West, by and with a hedge row and lands now or formerly of James E. Klaverweiden, et ux., passing through a field stone found at a distance of 1,100.17 feet and continuing for a total of 1,110.00 feet to the center of a ditch; thence (10) South 30 degrees 18 minutes 16 seconds West, by and with a ditch and lands now or formerly of Lester M. Walker, et ux., a distance of 186.48 feet to a point in a ditch; thence (11) North 88 degrees 15 minutes 14 seconds West, by and with the northerly right of way for Route 54, being 60 feet wide, a distance of 422.00 feet to the POINT OF BEGINNING. Containing 12.619 acres of land as surveyed by the Wiles Mensch Corporation - Atlantic Group February 17, 2004.

NOTE: ITEM SECOND IS SUBJECT TO the covenant that no sewer plan and/or lagoon for the treatment of sewage of any kind shall be constructed, placed or located upon the land within the area located with 600 feet North of the Southerly line of the land, and said covenant shall be in perpetuity and run with and be binding upon the land herein conveyed, and more particularly set forth in a deed from Edna C. Tappann to Robert Russell Baysinger, et al, dated December 12, 1972, and recorded among the aforesaid Records in Book 693, Page 770.

BEING the same lands conveyed to The National Bank of Cambridge by Deed from Stillwater Group, LLC, dated February 21, 2012, and recorded August 28, 2012 in the Office of the Recorder of Deeds in and for Sussex County in Deed Book 4033, Page 257.

SUBJECT to any and all restrictions, reservations, conditions, easements and agreements of record in the Office of the Recorder of Deeds in and for Delmar, Sussex County, Delaware.

IN WITNESS WHEREOF, the said The National Bank of Cambridge has caused its name to be hereunto set, and its common and corporate seal to be hereunto affixed, duly attested, the day and year first above written.

[Signature]
Witness

THE NATIONAL BANK OF CAMBRIDGE
By [Signature] (SEAL)

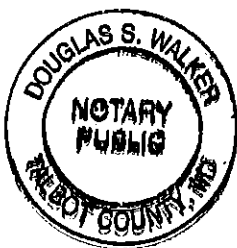
STATE OF Md, COUNTY OF Talbot; to-wit

BE IT REMEMBERED, that on this 13 day of January, A.D. 2014, personally appeared before me, the Subscriber, a Notary Public in and for the State and County aforesaid, Kim C. Liddell, President of The National Bank of Cambridge, 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 Kim C. Liddell 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 signing, sealing, acknowledging and delivering said Indenture was first 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.

[Signature]
Notary Public

My Commission Expires: 12/2/14



DOUGLAS S. WALKER
Notary Public, State of Maryland
Talbot County
My Commission Expires 12/02/2014

4 Consideration: 650,000.00

County _____
State _____ .00
Town _____ 9,750.00
Total 9,750.00
Received: Courtney M Jan 23, 2014

MAYOR AND COUNCIL OF DELMAR, DE
REALTY TRANSFER TAX
Serial Number 710
Amount of City Tax 9,750.00
Date Recorded 1-23-14
By SH111

RECEIVED

JAN 23 2014

ASSESSMENT DIVISION
OF SUSSEX COUNTY

Recorder of Deeds
Scott Dailey
Jan 23, 2014 11:46A
Sussex County
Doc. Surcharge Paid