

**PARKING DATA TABLE**

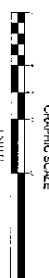
NO.	TYPE	AREA (SQ. FT.)	NO. OF SPACES
1	ASPHALT	10,000	100
2	GRAVEL	5,000	50
3	CONCRETE	15,000	150
4	GRAVEL	10,000	100
5	CONCRETE	10,000	100
6	GRAVEL	10,000	100
7	CONCRETE	10,000	100
8	GRAVEL	10,000	100
9	CONCRETE	10,000	100
10	GRAVEL	10,000	100

**PROFESSIONAL CERTIFICATION**

NAME	DATE
CHERYL NORMANDEAU	
LEWIS & REBOOTH HUNDRED	

**SUSSEX COUNTY ROUTE 12**  
(A.K.A. VESCOUS ROAD)  
FLOW VARIES

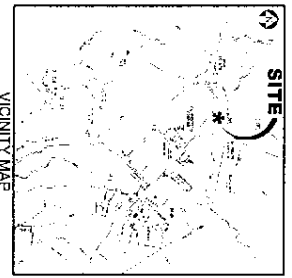
**AVERAGE DAILY TRAFFIC FLOW SCHEMATIC**  
SUSSEX COUNTY ROUTE 12



**NOTES**

1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO EXTERIOR UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO INTERIOR UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO GRADE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO FINISH UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO EXTERIOR UNLESS OTHERWISE NOTED.
11. ALL DIMENSIONS ARE TO INTERIOR UNLESS OTHERWISE NOTED.
12. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.
13. ALL DIMENSIONS ARE TO GRADE UNLESS OTHERWISE NOTED.
14. ALL DIMENSIONS ARE TO FINISH UNLESS OTHERWISE NOTED.

334.6.01 PARCEL NO. 39.02  
334.6.01 PARCEL NO. 37



**LEGEND**

- 1. EXISTING ROAD
- 2. EXISTING DRIVE
- 3. EXISTING SIDEWALK
- 4. EXISTING CURB
- 5. EXISTING UTILITY
- 6. EXISTING EASEMENT
- 7. EXISTING PROPERTY LINE
- 8. EXISTING FENCE
- 9. EXISTING TREE
- 10. EXISTING SHrub
- 11. EXISTING SANDPILE
- 12. EXISTING DEBRIS
- 13. EXISTING CONCRETE
- 14. EXISTING BRICK
- 15. EXISTING METAL
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- 97. EXISTING CONCRETE
- 98. EXISTING BRICK
- 99. EXISTING METAL
- 100. EXISTING WOOD

**FINAL SITE PLAN**  
**CHERYL NORMANDEAU**  
LEWES & REBOOTH HUNDRED, SUSSEX COUNTY, DELAWARE

**REVISIONS**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	04/27/08
2	ISSUED FOR PERMIT	04/27/08
3	ISSUED FOR PERMIT	04/27/08
4	ISSUED FOR PERMIT	04/27/08
5	ISSUED FOR PERMIT	04/27/08
6	ISSUED FOR PERMIT	04/27/08
7	ISSUED FOR PERMIT	04/27/08
8	ISSUED FOR PERMIT	04/27/08
9	ISSUED FOR PERMIT	04/27/08
10	ISSUED FOR PERMIT	04/27/08

**DC GROUP**  
DESIGN CONSULTANTS GROUP, L.L.C.  
18072 Davidson Drive  
Milton, DE 19968 | 302) 684-8630 | Fax: 684-8054  
www.dcgengr.com

**SHEET NO. 31**

000013748  
BK03427 PG00285

Tax ID Nos 3-34 6.00 36, 37 and 38

Prepared by and return to:

Tunnell & Raysor, PA

P.O. Box 151

Georgetown, DE 19947

HAB/sgm

### AGREEMENT OF EASEMENT

THIS IS AN AGREEMENT OF EASEMENT, made and entered into this 12th day of December, 2006, by and between:

SAVANNAH POINT, LLC, a Delaware Limited Liability Company, with an address of 3712 Highway One, #10, Rehoboth Beach, DE 19971, hereinafter, sometimes referred to as the "Declarant"), as to Tax ID Nos. 3-34 6.00 36 and 37, party of the first part;

AND

CHERYL A. NORMANDEAU, with an address of 21122 Flamingo Blvd, Lewes, Delaware 19958, hereinafter, sometimes referred to as "Normandeau", as to Tax ID No. 3-34 6.00 38, party of the second part.

WHEREAS, Declarant is the owner of certain real property located on the northeasterly right-of-way line of Delaware Route One and Westcoasts Road, consisting of 0.8714± acres of land located and being in Lewes and Rehoboth Hundred, Sussex County, State of Delaware and evidenced by a Deed of record with the Office of the Recorder of Deeds in and for Sussex County, Delaware and being recorded in Deed Book 3111, Page 170 (hereafter referred to as "Property1"); and

WHEREAS, the Northerly boundary of Property1 borders lands of Normandeau, said lands are evidenced by a Deed of record with the Office of the Recorder of Deeds in and for Sussex

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County, Delaware and being recorded in Deed Book 3128, Page 163 (hereafter referred to as "Property2"); and

WHEREAS, as a condition of the Delaware Department of Transportation (DELDOT) issuing an entrance permit for Property1, DELDOT required a cross-access easement, subjecting Property1 to an access easement in favor of Property2 over and across the lands of Property 1 to the DELDOT mandated entrance to Property2; and

WHEREAS, Declarant filed a Declaration of Easement granting Property2 the easement over Property1, however the said Declaration of Easement was silent as to the terms for said easement as well as Normandeau's consent to said easement; and

WHEREAS, Declarant and Normandeau are desirous of placing the terms of said easement expressed in writing and having same recorded in the Office of Recorder of Deeds, aforesaid.

NOW THEREFORE, in consideration of the foregoing and in consideration of the sum of ONE DOLLAR (\$1.00) current lawful money of the United States of America, and other good and valuable consideration, including the mutual benefits to the lands of the party of the second part, the receipt whereof is hereby acknowledged, Declarant hereby grants and conveys unto Normandeau, her heirs, assigns, successors or legal representatives, a perpetual easement of the use and rights of way in Property1, and subject to the following terms:

1. An access easement is hereby established on over and through Property1 for vehicular and pedestrian egress and ingress from Delaware Route 1 over Property1 and on to Property 2, , together with the right of the part of the second part to maintain said easement according to the terms set forth herein. See Survey prepared by DC Group, Registered Surveyors, attached hereto as Exhibit A, and made a part hereof.

Consideration:	\$0.00	Exempt Code: A
County	State	Total
0.00	0.00	0.00
county1	Date: 03/20/2007	

BKO3427 000013748  
FG00287SERVIENT TENEMENT

ALL that certain piece or parcel of land situate, lying and being in Lewes and Rehoboth Hundred, Sussex County, State of Delaware being shown as an easement area on the northwesterly right-of-way line of County Road 12 (Westcoats Lane), said point being located at the intersection of the Property with the lands of Normandear; thence, along said dividing line north 48 degrees, 52 minutes, 00 seconds east, 18.55 feet to the point of beginning; thence continuing along said dividing line north 48 degrees, 52 minutes, 00 seconds east, 30.07 feet to a point; thence, turning and running south 45 degrees, 00 minutes, 34 seconds east, 46.94 feet to a point; thence, turning and running south 44 degrees, 59 minutes 26 seconds west, 50.95 feet to a point on the aforesaid right-of-way, line of County Road 12; thence, turning and running along said right-of-way line north 42 degrees, 25 minutes, 45 seconds west, 30.03 feet to a point; thence, leaving said right-of-way line and turning and running north 44 degrees, 59 minutes, 26 seconds east, a distance of 19.60 feet to a point; thence, turning and running north 45 degrees, 00 minutes 34 seconds west, 18.97 feet home to the point and place of beginning, said to contain 2,047 square feet of land, more or less. The above-referenced perpetual easement for a driveway for pedestrian and vehicular passage is an easement which shall run with the title to the lands of the party of the second part, their heirs, assigns, successors or other legal representative and any other person or persons who shall hereinafter acquire title to the above property of the party of the second part in perpetuity and described more particularly as follows:

DOMINANT TENEMENT

ALL that certain piece, parcel and tract of land lying and being situate in the Lewes and Rehoboth Hundred of Sussex County, Delaware, and being more particularly described as follows:

**BEGINNING** at a found concrete monument marking a common corner for this tract and the lands now or formerly of Sussex County, Delaware, said concrete monument lying on the northerly right-of-way of Sussex County Route 12 (a.k.a. Westcoats Road), said road having a varying width; thence from the Point of Beginning, running by and with the line of the lands of Sussex County, North 41 degrees 03 minutes 39 seconds East, 120.00 feet to a point, said point being a common corner for this tract, the lands of Sussex County and the lands now or formerly of James P. Wilson; thence by and with said Wilson line, South 48 degrees 37 minutes 59 seconds East, 60.00 feet to a found iron pipe, said iron pipe marking a common corner for this tract, the lands of James P. Wilson and the lands now or formerly of Savannah Point, L.L.C.; thence by and with the line of the lands of Savannah Point, L.L.C., South 41 degrees 03 minutes 39 seconds West, 120.00 feet to a found iron pipe lying on the right-of-way of Sussex County Route 12; thence by and with said right-of-way line, along a curve to the right having a central angle of 01 degree 07 minutes 12 seconds, a radius of 3,069.47 feet and an arc length of 60.00 feet to a found concrete monument, said monument being the Point of Beginning for this description. This tract contains 7,206 square feet of land, more or less.

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2. This Agreement of Easement, and the enjoinder thereof, shall be subject nevertheless to the hereinafter provided obligations, covenants and restrictions, the violations of which shall entitle Declarant or Normandeau, and/or their assigns, to seek injunctive relief with a Court of appropriate jurisdiction to enjoin violation or enforce compliance with the restrictions, covenants and obligations or seek monetary damages, along with courts costs and attorney fees.

3. Normandeau shall pay herewith the sum of TEN THOUSAND DOLLARS (\$10,000.00) to Declarant as her share of the expense for installation of the common access to Route One. Normandeau shall also reimburse Declarant for the cost expended to move the guy wire said cost being \$1,389.04.

4. The current paved area installed by Declarant shall be removed and modified at the point that it is deemed necessary to cross over the easement area. Said removal and installation of new modified pavement and curbing shall be completed within 30-60 days or as soon as possible to avoid damage to the surrounding area. Within sixty (60) days of the issuance of the Certificate of Occupancy at completion of any improvements on Property2, Normandeau shall install the final pavement that portion of her lands immediately adjacent to the easement area as set forth on the attached Survey of DC Group showing the details of the construction specifications for the Easement Area. Normandeau agrees to pave a distance of at least ten (10) feet from Property1 so as to prevent the accumulation, distribution or spreading of rock, gravel dirt or other debris from Property2 into the easement area. Normandeau shall bear the costs for any constructions costs for modifying the curbing and paved area installed by Declarant in the entrance area (See notes on the attached Plan from DC Group hereinbefore referenced). No further consents are necessary to be obtained by Normandeau from Declarant to make the connections of Property2 to the Property1 easement area.

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5. Normandeau shall, to all extent possible, obtain a permit for a construction access to their property as an alternative to the easement for the purposes of construction improvements thereon, so as to prevent damage to the easement area or interfere with the Declarant's use of Property1. To the extent that a construction entrance permit cannot be obtained, then construction vehicle access over the easement area shall be limited to the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday, with no access on Sunday and, in addition. Normandeau indemnifies Declarant from any damage to the entrance or easement area as a result of construction vehicles crossing the paved easement access.

6. Normandeau shall pay a pro-rate share of the total cost of ongoing maintenance fees for the maintenance and upkeep of the delineated easement area (as shown on the attached survey) and a pro-rata share of any special assessments to repair any damages or to upgrade the easement area and entrance. Said pro-rata share to Normandeau shall be determined as follows: Maintenance shall be as followed and as delineated on the Plan prepared by DC Group hereinbefore referenced: 100% of the cost for Part B to Normandeau, 1/9 of the cost for Part A to Normandeau, 100% of the cost for Part C to Savannah Station HOA. Normandeau shall be included in any meetings to determine when maintenance will be required and any special assessments. A Fifteen (15) day Notice shall be given to Normandeau of all meetings. Normandeau shall give Fifteen (15) day Notice of repairs necessary to the easement area to Savannah Station HOA and a special meeting shall be scheduled within 30-60 days. Invoices shall be delivered to Normandeau to the address stated herein, or as may be updated from time to time to Declarant. Normandeau shall have thirty (30) days to pay said invoice upon receipt of same.

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7. Normandeau shall be herewith given the right to enter onto the easement area for the purpose of removing the trees located in the easement area. Normandeau shall have the right to remove the trees as are deemed necessary by Normandeau or her contractors in order to make the easement area connection between Property1 and Property2. Normandeau shall bear the cost and expense of removing said trees. No further consents are necessary to be obtained by Normandeau from Declarant relating to removal of trees. Area to be re-landscaped to existing/current landscaped standard of Savannah Point.

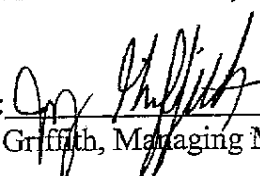
8. This Agreement shall run with the land and bind not only Property1, but Property2.

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

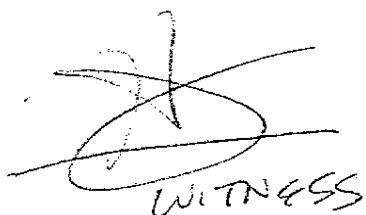
WITNESS:



PARTY OF THE FIRST PART/DECLARANT:  
SAVANNAH POINT, L.L.C.

BY:  (SEAL)  
Jay Griffith, Managing Member

PARTY OF THE SECOND PART:

  
WITNESS

 (SEAL)  
CHERYL A. NORMANDEAU

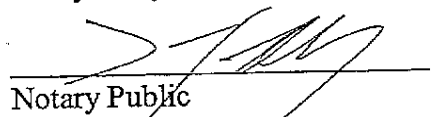
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STATE OF DELAWARE )  
 ) SS  
COUNTY OF SUSSEX )

**BE IT REMEMBERED** that on this 12 day of December, 2006 personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Jay A. Griffith, Managing Member of Savannah Point, L.L.C., a Delaware Limited Liability Company, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be to be his act and Deed, and the act and the Deed of the said limited liability company; that the signature of the Member is in his own proper handwriting and by his authority to act; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the limited liability company.

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

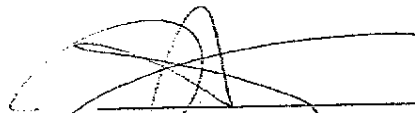
DANIEL R MYERS, II  
NOTARIAL OFFICER PURSUANT TO  
29 DEL. CODE SECT. 4323 (3)  
ATTORNEY AT LAW - DELAWARE  
ID # 2695

  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF DELAWARE :  
 :ss.  
COUNTY OF SUSSEX :

**BE IT REMEMBERED**, that on this 12<sup>th</sup> day of December, in the year of our Lord, two thousand six (2006) personally came before me, The Subscriber, a Notary Public for the State and County aforesaid, CHERYL A. NORMANDEAU, party to this Indenture known to be personally to be such, and she acknowledged this Indenture to be her Deed.

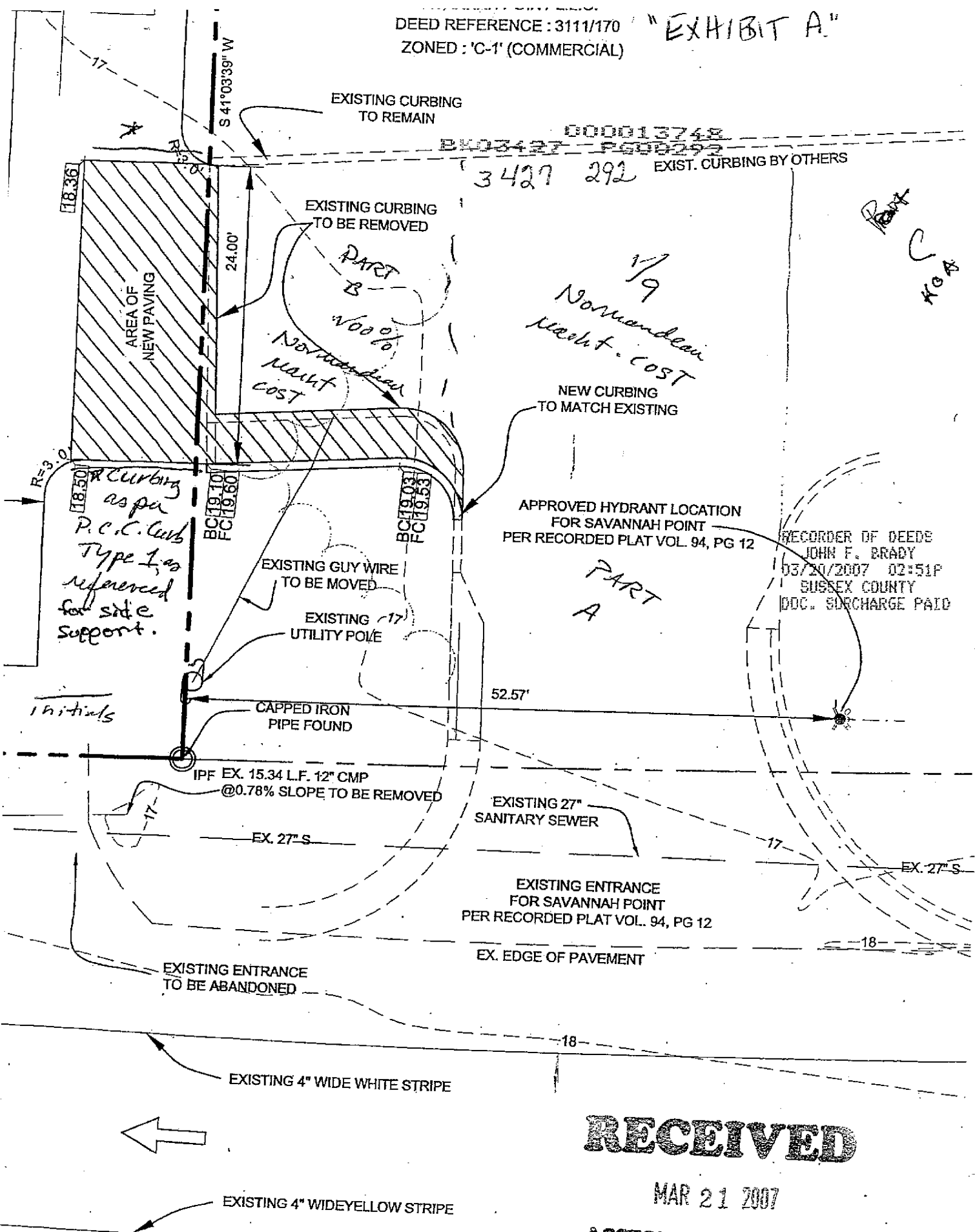
GIVEN under my Hand and Seal of Office, the day and year aforesaid.

  
Notary Public

HEIDI A. BALLIET  
ATTORNEY AT LAW WITH  
POWER TO ACT AS NOTARY PUBLIC  
PER 29 DEL. C SEC 4323 (A)3

DEED REFERENCE : 3111/170  
ZONED : 'C-1' (COMMERCIAL)

"EXHIBIT A"



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BK03427 PG00292

3427 292

EXIST. CURBING BY OTHERS

Part C  
10/4

1/9  
Norman  
Nash. cost

RECORDER OF DEEDS  
JOHN F. BRADY  
03/20/2007 02:51P  
SUSSEX COUNTY  
DOC. SDRCHARGE PAID

PART A

RECEIVED

MAR 21 2007

ASSESSMENT DIVISION  
OF SUSSEX COUNTY

Ch 12/12/06

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IF  
OF