

RE: Docket #2021-P-W-0012 – Norman Singer application – Request to deny this application

I am Audrey Rasmussen, Number 28, Lake Comegys Townhouses. I am writing to concur with the Request to deny the Norman Singer application filed by Sallie Forman, President and Founder of Save Our Lakes Alliance³, on June 23, 2021.

For all of the reasons that Ms. Forman set forth in her Comments, I agree that the application is deficient. Not only does it extend the proposed dock 8' beyond the regulations, but it fails to provide enough information for DNREC to determine whether the structures are appropriate for its location in this small cove of Lake Comegys.

I agree that it appears that the structures are an extension of Mr. Singer's house into the lake for more than launching kayaks and canoes. As Ms. Forman points out, this dock would result in the largest structure on Lake Comegys, (which is really a pond of less than 4 acres). This structure would cover over 200 square feet of public lands in a narrow cove of the lake.

To approve this defective application would provide precedent to the 43 other property owners on this lake to cover it with large entertainment centers, converting Lake Comegys from the quiet, peaceful body of water that it always has been.

Furthermore, the plan submitted for this application violates the provisions of the existing 5' Conservation Easement by attaching the proposed gangway to and over the easement. The Conservation Easement Agreement signed by the property owner of 135 Chesapeake Street attached hereto, from whom Mr. Singer leases the property, provides serious consequences to those who violate the easement. If DNREC/WSLS approves the Singer application, it is, in effect, sanctioning a violation of that agreement.

As Ms. Forman points out, this application must not be approved as it involves the taking of public subaqueous lands for private use and is contrary to State and Federal regulations to protect wetlands and the standards to protect the wildlife, which thrives now at Lake Comegys.

Therefore, I respectfully request that this application be denied for the reasons I've stated and because it does not meet the WSLS regulations and requirements.

Audrey Rasmussen
Number 28, Lake Comegys Townhouses

Tax Parcel ID No.: 3-34-20.09-175.02

Prepared By & Return To:
Kathleen Enright
Real Estate Representative
Department of Transportation
P.O. Box 778
Dover, Delaware 19903

Grantee: Rehoboth by the Sea
2400 Highway One Ste 100
Dewey Beach DE 19971

CONSERVATION EASEMENT

Grantor, State of Delaware, Department of Transportation hereby voluntarily grants and conveys to Grantee, Rehoboth by the Sea Realty, Co., and Grantee hereby voluntarily accepts, a portion of the vacated Lake Drive right-of-way (hereafter "Property") a conservation easement in perpetuity, in keeping with the terms of a certain Resolution dated July 6, 2007, and recorded in the office of the Recorder of Deeds in and for Sussex County. The conservation easement is of the nature and character and to the extent hereinafter set forth, and shall apply to that portion of the former right-of-way adjacent to Sussex County Tax Map No. 3-34-20.09-175.02 measuring from a point three (3) feet from any existing improvement and/or improvement permitted by Sussex County, measured from the foundation of said improvement (to allow for structural

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overhang), at its closest proximity to Lake Comegys, and extending from that point to a point five (5) feet from the meandering edge of Lake Comegys, and then running in a parallel line to the shoreline within the right-of-way area vacated under said Resolution dated July 6, 2007. In the absence of existing structures on this right-of-way, the Conservation Easement will include the entire vacated right-of-way.

1. It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, open and/or forested condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property.

2. To accomplish the purpose of this Easement, Grantor shall have the right:

a) To preserve and protect the conservation values of the Property;

b) To enter upon the Property at reasonable times in order to monitor Grantees' compliance with and otherwise enforce the terms of this Easement; provided that such entry shall not unreasonably interfere with Grantees' legal use and quiet enjoyment of the Property; and

c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use pursuant to paragraph 3.

3. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- a) No building, road, sign, billboard, fence, utility or other structure of any kind shall be erected or placed on the Property unless such structure replaces a preexisting structure of similar size, in the same location;
- b) No soil, trash, waste or other material shall be placed or dumped on the Property;
- c) There shall be no excavation, dredging or removal of loam, peat, gravel, soil, rock, sand, or other material nor any building of roads or other change in the general topography of the land, excepting the maintenance of existing utilities in the Property, or archaeological digs or excavations authorized by the Delaware Department of State's Division of Historical and Cultural Affairs and the Grantor.
- d) The removal or destruction of trees, shrubs, or other vegetation is prohibited except as may be necessary for a) the maintenance of utilities or other accesses, b) the prevention or treatment of diseases, or c) other good husbandry practices, including noxious plant control;
- e) There shall be no collecting of plant material, animals, fossils, minerals, or artifacts except as authorized by the proper authorities for scientific and nature study;
- f) The prohibited uses shall not affect current outdoor recreational use being made of the Property and the right to continue such outdoor recreational use is reserved to the Grantees, their heirs, executors, administrators, successors or assigns.
- g) No other acts or uses will be allowed which adversely affect fish or wildlife habitat or the preservation of land or water areas on the Property.

4. In the event of a violation of this easement, Grantor shall give written notice to violator of such violation and demand corrective action sufficient to cure the violation and restore the portion of Property so injured. In the event the violation continues or the injury to the Property is not cured within twenty (20) days of the written notice from Grantor, the Grantor or its successor or assigns may enter the Property and take such steps it deems necessary to restore the premises to their prior condition, or in the alternative institute a suit to enjoin by ex parte, temporary and/or permanent mandatory or prohibitive injunction such violation, to require the restoration of the premises to their prior condition, or in the alternative sue for damages for breach of covenant. Grantor shall have the right to seek any legal action or remedy at law or in equity, set forth herein without the necessity of proving either actual damages or the inadequacy of other available legal remedies. Grantor's remedies described herein shall be cumulative and shall not impair or be construed as a waiver to such right or remedy. Nothing contained herein shall be construed to entitle Grantor to bring any action for any injury or change in the Property resulting from causes beyond Grantees' control including fire, flood or storm.

5. Grantees reserve to themselves, their personal representatives, heirs, successors and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this easement. Grantees also retain all responsibilities, costs, and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

6. Grantees agree that this easement is not undertaken in whole or in part by the Grantor's exercise of the power of eminent domain, and that Grantees are not entitled to compensation in accordance with applicable law relating to the exercise of the power of eminent domain.

7. Grantor may assign its rights and obligations under this easement only to a state agency or any organization that is a qualified organization at the time of transfer under Section 170 (h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated there under, and authorized to acquire and hold conservation easements. As a condition of transfer, Grantor shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

8. Grantees agree that these restrictions will be inserted or referenced in any subsequent deed or other legal instrument that conveys either the fee simple title or possessory interest in the subject Property.

9. Nothing contained herein will result in a forfeiture or reversion of Grantees' title in any respect.

11. This easement shall be liberally construed in favor of the grant to affect the purpose of the easement and the policy and purpose of 17 Del. C. Chapters 1 and 13.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

Rehoboth By the Sea Realty Co.

[Signature]
WITNESS (DATE)
[Signature]

[Signature]
GRANTEE (DATE)
[Signature]

[Redacted]
Social Security/E.I. Number

STATE OF Delaware
:SS
COUNTY OF Sussex :

BE IT REMEMBERED that on this 15th day of September in the year of our Lord two thousand and eight (2008) personally came before me, the subscriber, a Notary Public for the State and County aforesaid, J. Stephen [Signature], party(ies) of this instrument, known to me personally to be such, and acknowledged this Indenture to be his (their) act and deed.

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

CITY OF DEWEY BEACH
REALTY TRANSFER TAX
Serial Number 2287
Amount of City Tax 1,000
Date Recorded 12-2-08
By [Signature]

[Signature]
Notary Public/Attorney at Law

Notary Name - Printed or Typed _____
My Commission Expires: _____

John E. Redefor
Notary Public
State of Delaware
My Commission Expires
April 25, 2012

IN WITNESS WHEREOF, Grantors and Grantee have set their hands this 9th Day of October, 2008.

STATE OF DELAWARE

ATTEST: Martha N. Dobson
MARTHA N. DOBSON
DIRECTOR OF TECHNOLOGY
AND SUPPORT SERVICES

BY: Carolann Wicks
CAROLANN WICKS, SECRETARY
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM:

[Signature]
DEPUTY ATTORNEY GENERAL

Consideration: .00

County .00
State .00
Town Total .00
Received: Sue D Dec 02, 2008

STATE OF DELAWARE)
) SS
COUNTY OF KENT)

BE IT REMEMBERED, that on this 9th day of October the year of our Lord two thousand and eight (2008), personally came before me, the subscriber, a Notary Public in and for the State and County aforesaid, Carolann Wicks, Secretary of the Delaware Department of Transportation, party of this Instrument, known to me personally to be such, and acknowledged this Indenture to be her act and deed and the act and deed of the State of Delaware.

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

[Signature]
Notary Public

Janet D. Watkins
Notary Name - Printed or Typed
My Commission Expires: 03/12/09

RECEIVED

DEC 02 2008

**ASSESSMENT DIVISION
OF SUSSEX COUNTY**

Recorder of Deeds
John F. Brady
Dec 02, 2008 11:41A
Sussex County
Doc. Surcharge Paid