

# GEO-TECHNOLOGY ASSOCIATES, INC.

GEOTECHNICAL AND  
ENVIRONMENTAL CONSULTANTS

*A Practicing GBA Member Firm*



July 13, 2023

Delaware Department of Natural Resources and Environmental Control  
Wetlands and Subaqueous Lands Section  
Richardson & Robbins Building  
89 Kings Highway SW  
Dover, Delaware 19901

Re: Wetlands and Subaqueous Lands Permit Application  
**Webber Farm**  
Kent County, Delaware

Dear Regulatory Services Coordinator:

On behalf of K. Hovnanian Delaware Operations, LLC (Applicant), Geo-Technology Associates, Inc. (GTA) is submitting the following information for review and processing:

1. Completed Wetlands and Subaqueous Lands Section Basic Application Form;
2. Completed Appendix C – Road Crossings
3. Completed Appendix E – Utility Crossings
4. *Figure 1 – Site Location Map*
5. *Figure 2 – USGS Topographic Map*
6. *Figure 3 – 2022 Aerial Imagery*
7. Wetland/Waterway Impact Plates;
8. *Webber Farm – Preliminary Plan*, dated November 11, 2022, prepared by Morris & Ritchie Associates, Inc.;
9. *1421 Roesville Road Wetland Delineation Report*, dated July 12, 2023, prepared by GTA;
10. Property Owner Agreement between K. Hovnanian Delaware Operations, LLC and Sheila A. Baily, Trustee David L. Webber Revocable Trust
11. Webber Farm Deed Bk 6233 P 224
12. Webber Farm Deed Bk 517 P 308

The Webber Farm project is a proposed residential development located at 1421 Roesville Road in the Felton area of Kent County, Delaware. The project area is located on Tax Parcels 8-00-14000-01-3400-00001 and 8-00-14000-01-3301-00001. The residential development, as proposed, includes two road crossings over unnamed tributaries to Ash Gut. The road crossings are necessary for entrance to the development and access between the western and eastern lots. The Applicant is requesting a permit for unavoidable impacts to unnamed tributaries to Ash Gut to construct the proposed crossings. The current private property owner has agreed to the proposed development in the attached Property Owner

14280 Park Center Drive, Suite A, Laurel, MD 20707 (410) 792-9446 (301) 470-4470 Fax (410) 792-7395

◆ Abingdon, MD ◆ Baltimore, MD ◆ Laurel, MD ◆ Frederick, MD ◆ Waldorf, MD ◆ Sterling, VA ◆ Fredericksburg, VA ◆ Malvern, OH  
◆ Somerset, NJ ◆ NYC Metro ◆ New Castle, DE ◆ Georgetown, DE ◆ York, PA ◆ Quakertown, PA ◆ Charlotte, NC ◆ Raleigh, NC

Visit us on the web at [www.gtaeng.com](http://www.gtaeng.com)

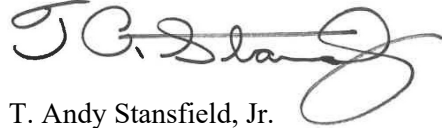
Agreement and the ownership of the land will transfer to the Applicant. A Joint Permit Processing Meeting was held for the Webber Farm project on June 15, 2023.

GTA, on behalf of the Applicant, is requesting authorization for the proposed road crossings associated with the residential development. GTA and the Applicant look forward to receiving authorization from your office. Should you have any questions, or require additional information, please contact this office at (410) 515-9446.

Sincerely,  
**GEO-TECHNOLOGY ASSOCIATES, INC.**



Kimberley McNew  
Senior Project Scientist



T. Andy Stansfield, Jr.  
Vice President

KRM/TAS  
31212075

L:\Shared\Project Files\2021\31212075 - 1421 Roesville Road\WET\Reports - Permitting\Permitting\DNREC\31212075 - Permit App Cover LTR.doc

**Section 1: Applicant Identification**

1. Applicant's Name: K. Hovnanian Delaware Operations, LLC Telephone #: (302) 505-6105  
 Mailing Address: 2499 South Dupont Blvd, Suite G Fax #: \_\_\_\_\_  
Smyrna, DE 19977 E-mail: jcontant@khov.com
2. Consultant's Name: Kimberley McNew Company Name: Geo-Technology Associates  
 Mailing Address: 3445 Box Hill Corp. Center Dr., Suite A Telephone #: (410)-515-9446  
Abingdon, MD 21009 Fax #: \_\_\_\_\_  
 E-mail: kmcnew@gteng.com
3. Contractor's Name: \_\_\_\_\_ Company Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
 \_\_\_\_\_ Fax #: \_\_\_\_\_  
 \_\_\_\_\_ E-mail: \_\_\_\_\_

**Section 2: Project Description**

4. Check those that apply:  
 New Project/addition to existing project?  Repair/Replace existing structure? (If checked, must answer #16)
5. Project Purpose (attach additional sheets as necessary):  
The proposed project (Webber Farm) is a residential development located north of Roesville Road and south of Midstate in Felton, DE. Please see the attached preliminary project plans for further information.
6. Check each Appendix that is enclosed with this application:

	A. Boat Docking Facilities		G. Bulkheads		N. Preliminary Marina Checklist
	B. Boat Ramps		H. Fill		O. Marinas
X	C. Road Crossings		I. Rip-Rap Sills and Revetments		P. Stormwater Management
	D. Channel Modifications/Dams		J. Vegetative Stabilization		Q. Ponds and Impoundments
X	E. Utility Crossings		K. Jetties, Groins, Breakwaters		R. Maintenance Dredging
	F. Intake or Outfall Structures		M. Activities in State Wetlands		S. New Dredging

**Section 3: Project Location**

7. Project Site Address: \_\_\_\_\_ County:  N.C.  Kent  Sussex  
1421 Roesville Road Felton, DE 19943 Site owner name (if different from applicant): David Webber  
 Address of site owner:  
6411 China Back Lane Meggett, SC 29449
8. Driving Directions: From the intersection of DE-1 N and DE-12 W/Frederica Road, take a slight right onto DE-12 W In 0.5 miles, turn right onto DE-12 W/Front St. In 0.7 miles turn left onto Carpenter Bridge Road. In 1.0 mile turn right onto Roesville Road. The project area will be on the north side of Roesville Road approximately 0.5 miles from the intersection of Carpenter Bridge Road.  
 (Attach a vicinity map identifying road names and the project location)
9. Tax Parcel ID Number: 8-00-14000-01-3400-00001 Subdivision Name: \_\_\_\_\_  
8-00-14000-01-3301-00001

<b>WLSL Use Only:</b>	<b>Permit #s:</b> _____
<b>Type</b>	<b>SP</b> <input type="checkbox"/> <b>SL</b> <input type="checkbox"/> <b>SU</b> <input type="checkbox"/> <b>WE</b> <input type="checkbox"/> <b>WQ</b> <input type="checkbox"/> <b>LA</b> <input type="checkbox"/> <b>SA</b> <input type="checkbox"/> <b>MP</b> <input type="checkbox"/> <b>WA</b> <input type="checkbox"/>
<b>Corps Permit:</b> <b>SPGP 18</b> <input type="checkbox"/> <b>20</b> <input type="checkbox"/>	<b>Nationwide Permit #:</b> _____ <b>Individual Permit #</b> _____
<b>Received Date:</b> _____	<b>Project Scientist:</b> _____
<b>Fee Received?</b> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	<b>Amt: \$</b> _____ <b>Receipt #:</b> _____
<b>Public Notice #:</b> _____	<b>Public Notice Dates:</b> <b>ON</b> _____ <b>OFF</b> _____

**Section 3: Project Location (Continued)**

10. Name of waterbody at Project Location: Unnamed Tributaries waterbody is a tributary to: Ash Gut

11. Is the waterbody:  Tidal  Nontidal Waterbody width at mean low or ordinary high water ~10 ft.

12. Is the project:  On public subaqueous lands?  On private subaqueous lands?  
 In State-regulated wetlands?  In Federally-regulated wetlands?

\*If the project is on private subaqueous lands, provide the name of the subaqueous lands owner:

David Webber

(Written permission from the private subaqueous lands owner must be included with this application)

13. Present Zoning:  Agricultural  Residential  Commercial  Industrial  Other

**Section 4: Miscellaneous**

14. A. List the names and complete mailing addresses of the immediately adjoining property owners on all sides of the project (attach additional sheets as necessary):

See additional sheet provided.

B. For wetlands and marina projects, list the names and complete mailing addresses of property owners within a 1,000 foot radius of the project (attach additional sheets as necessary):

15. Provide the names of DNREC and/or Army Corps of Engineers representatives whom you have discussed the project with:

Michael Yost (USACE)		
Rebecca Bobola (DNREC)		

A. Have you had a State Jurisdictional Determination performed on the property?  Yes  No

B. Has the project been reviewed in a monthly Joint Permit Processing Meeting?  Yes  No

\*If yes, what was the date of the meeting? June 15, 2023

16. Are there existing structures or fill at the project site in subaqueous lands?  Yes  No

\*If yes, provide the permit and/or lease number(s):

\*If no, were structures and/or fill in place prior to 1969?  Yes  No

17. Have you applied for or obtained a Federal permit from the Army Corps of Engineers?

No  Pending  Issued  Denied Date: \_\_\_\_\_

Type of Permit: Nationwide Permit 14 Federal Permit or ID #: \_\_\_\_\_

18. Have you applied for permits from other Sections within DNREC?

No  Pending  Issued  Denied Date: \_\_\_\_\_ Permit or ID#: \_\_\_\_\_

Type of permit (circle all that apply):  Septic  Well  NPDES  Storm Water

Other: \_\_\_\_\_



**Section 5: Signature Page**

19. Agent Authorization:

If you choose to complete this section, all future correspondence to the Department may be signed by the duly authorized agent. In addition, the agent will become the primary point of contact for all correspondence from the Department.

I do not wish to authorize an agent to act on my behalf

I wish to authorize an agent as indicated below

I, K. Hovnanian Delaware Operations, LLC, hereby designate and authorize Geo-technology Associates, Inc.  
 (Name of Applicant) (Name of Agent)  
 to act on my behalf in the processing of this application and to furnish any additional information requested by the Department.

Authorized Agent's Name: Kimberley McNew Telephone #: (410)-515-9446  
 Mailing Address: 3445-Box Hill Corp. Center Drive Suite A Fax #: \_\_\_\_\_  
Abingdon, MD 21009 E-mail: kmcnew@gtaeng.com


20. Agent's Signature:

I hereby certify that the information on this form and on the attached plans are true and accurate to the best of my knowledge. I further understand that the Department may request information in addition to that set forth herein if deemed necessary to appropriately consider this application.

 6/28/2023  
 Agent's Signature Date

21. Applicant's Signature:

I hereby certify that the information on this form and on the attached plans are true and accurate to the best of my knowledge and that I am required to inform the Department of any changes or updates to the information provided in this application. I further understand that the Department may request information in addition to that set forth herein if deemed necessary to appropriately consider this application. I grant permission to authorized Department representatives to enter upon the premises for inspection purposes during working hours.

 6.30.23  
 Applicant's Signature Date  
MIKE IRONS  
 Print Name

22. Contractor's Signature:

I hereby certify that the information on this form and on the attached plans are true and accurate to the best of my knowledge, and that I am required to inform the Department of any changes or updates to the information provided in this application. I further understand that the Department may request information in addition to that set forth herein if deemed necessary to appropriately consider this application.

\_\_\_\_\_  
 Contractor's Name Date  
 \_\_\_\_\_  
 Print Name

Adjacent Property Owners  
31212075 - 1421 Roesville Road

Property Owner	Premise Address	Mailing Address
Richard Baker David Baker	1197 ROESVILLE RD FELTON, DE 19943	1197 ROESVILLE RD FELTON, DE 19943
WEATHERSTONE CROSSING HOMEOWNERS ASSOCIATION, INC.	Weatherstone Lane Felton, DE 19943	C/O BC COMMUNITIES 4905 MERMAID BLVD WILMINGTON, DE 19808
Andrea Orta	609 WEATHERSTONE LN FELTON, DE 19943	609 WEATHERSTONE LN FELTON, DE 19943
David Katos Lourdes Malloy	595 WEATHERSTONE LN FELTON, DE 19943	595 WEATHERSTONE LN FELTON, DE 19943
Chad Hartmetz	577 WEATHERSTONE LN FELTON, DE 19943	577 WEATHERSTONE LN FELTON, DE 19943
FORTY NINE PINES ESTATES LP	563 WEATHERSTONE LN, FELTON, DE 19943	1020 BROAD RUN RD LANDENBERG, PA 19350
Edrick Upsher Viola Upsher	48 BAKERTON CT FELTON, DE 19943	48 BAKERTON CT FELTON, DE 19943
Ryan Boylan Christy Fernandez	59 BAKERTON CT FELTON, DE 19943	59 BAKERTON CT FELTON, DE 19943
WEATHERSTONE CROSSING HOMEOWNERS ASSOCIATION, INC.	AIRTSON CT, FELTON, DE 19943	C/O BC COMMUNITIES 4905 MERMAID BLVD WILMINGTON, DE 19808
Jean Honey	MIDSTATE RD, FELTON, DE 19943	3598 MIDSTATE RD FELTON, DE 19943
Ivey Goodman Fred Goodman	3760 MIDSTATE RD FELTON, DE 19943	3760 MIDSTATE RD FELTON, DE 19943
Nicholas Kiessling Shannon Jones	3808 MIDSTATE RD FELTON, DE 19943	3808 MIDSTATE RD FELTON, DE 19943
TRI-STATE AG, L.L.C.	6725 CARPENTER BRIDGE RD, FELTON, DE 19943	217 BUCKTOE ROAD AVONDALE, PA 19311
Sharon Gladen John Gladen	6659 CARPENTER BRIDGE RD FREDERICA, DE 19946	6659 CARPENTER BRIDGE RD FREDERICA, DE 19946
Alfonzer Patrick Mandy Patrick	6613 CARPENTER BRIDGE ROAD FREDERICA, DE 19946	6613 CARPENTER BRIDGE ROAD FREDERICA, DE 19946
Harry David May Jessica May	2009 ROESVILLE RD FELTON, DE 19943	2009 ROESVILLE RD FELTON, DE 19943
Kevin Durand Alexandra Durand	1967 ROESVILLE RD, FELTON, DE 19943	PO BOX 364 FREDERICA, DE 19946
Joshua Boesenberg Christen Boesenberg	1931 ROESVILLE RD FELTON, DE 19943	1931 ROESVILLE RD FELTON, DE 19943
Rusan Kocakus Dilek Kocakus	1885 ROESVILLE RD, FELTON, DE 19943	17064 S DUPONT HWY HARRINGTON, DE 19952
Kimyatta Gallman Helen Gallman	1825 ROESVILLE RD, FELTON, DE 19943	226 WYNSOME BLVD CAMDEN WYOMING, DE 19934
David Webber Rev Trust of D Webber	ROESVILLE RD, FELTON, DE 19943	6411 CHINA BACK LANE MEGGETT, SC 29449

## **Appendix C – Road Crossings**

## Road Crossings

Please respond to each question. Questions left blank may result in the application being returned as incomplete. In addition, the answers to all of the questions in this Appendix must correspond accurately to the information on the plan and section view drawings for the project.

### General Information

1. Will the project be:

- New Construction  
 Repair or Replacement of an Existing Structure

2. Describe the purpose for the proposed road crossing activity:

The proposed road crossings are part of the overall residential development proposed north of Roesville Road and south of Midstate Road in Felton, DE. The southern crossing (Pr. Webber Farm Lane) is needed for entrance to the residential development and the northern crossing (Pr. Sanderling Lane) is needed to access between the western and eastern lots.

3. Is the crossing a:

- Bridge (preferred)     Bottomless or Arched Culvert     Pipe Culvert  
 Box Culvert     Multiple Barrel Culvert  
 Other (describe) \_\_\_\_\_

If other than a bridge is proposed, could bridging be constructed to avoid impacts to the waterbody?  Yes  No    If no, please provide specific justification:

Bridging would require additional impacts to nontidal wetlands surrounding the crossing areas. For Pr. Sanderling Lane, the design is constrained by an adjacent property boundary and existing utilities. A bridge would require off-site improvements; therefore, a culvert is proposed. In addition, proposed utilities at this location (i.e. water and sewer) would have had to be placed under a bridge to service the homes on the eastern portion of the property, which was considered to not be feasible. A bridge at Pr. Webber Farm Lane would have required significantly more impacts to nontidal wetlands.

4. If culvert pipes are proposed, provide the pipe lengths and diameters:

Pr. Sanderling Lane – Pr. 48" RCP (56 ft. long) and 42" RCP (56 ft. long)  
 Pr. Webber Farm Lane – Two 48" RCPs (each 85 ft. long)

If a bridge, bottomless culvert or box culvert is proposed, provide the dimensions:

N/A

What will be the slope of the culvert?

Pr. Sanderling Lane – 0.12% for both culverts; Pr. Webber Farm Lane – 0.44% for both culverts

5. What materials will the structure(s) be made of?

Pipes will be made out of reinforced concrete and headwalls will also be concrete.

**Waterbody Information**

6. Name of the waterbody at the project location: Unnamed tributaries to Ash Gut  
 Waterbody is a tributary to: Ash Gut

7. What is the width of the waterbody at the project site? 10 ft.

8. How many linear feet of stream will be affected by the crossing?  
 Pipe 217 In ft. Inlet Structure \_\_\_\_\_ In ft. Outlet Structure \_\_\_\_\_ In ft.

9. What is the total area of impact in the waterbody? (including inlet and outlet protection structures, sideslope embankments, etc.):

## Tidal Waters

Below the mean high water line \_\_\_\_\_ sq. ft.

Below the mean low water line \_\_\_\_\_ sq. ft.

## Non-tidal Waters

Below the Ordinary high water line 1,846 sq.ft.

In tidal wetlands \_\_\_\_\_ sq. ft. (attach appropriate appendix)

10. For non-tidal waters, what is the approximate median stream flow rate at the site:

Before construction: Pr. Sanderling Lane 34.81 cfs

Pr. Webber Farm Lane 28.01 cfs

After construction: Pr. Sanderling Lane 30.48 cfs

Pr. Webber Farm Lane 25.44 cfs

What is the bankfull discharge (~1 yr storm) of the stream at the site?

Pr. Sanderling Lane 30.48 cfs

Pr. Webber Farm Lane 25.44 cfs

11. What is the watershed area above the project site? \_\_\_\_\_ (acres or square miles)

Pr. Sanderling Lane 243.02 acres

Pr. Webber Farm Lane 304.55 acres

12. If the road crossing is not over undeeded public subaqueous lands or a DeIDOT right of way, who is the owner of the underwater lands? David Webber -

13. Please include evidence of written permission from the underwater landowner indicated above (if other than the applicant) with this Appendix.

**Design Features**

14. Describe design features that will be incorporated to allow for fish passage:

Sanderling Lane – Pr. 48" RCP and 42" RCP; The 48" RCP will be depressed 6" below the natural stream
invert to allow for fish passage in baseflow conditions. Webber Farm Lane – Both Pr. 42" RCPs will be
depressed 6" below the natural stream invert.

15. Describe design features that will maximize the preservation of natural channel features and minimize adverse impacts to stream morphology and stability:

Low flow barrels will be incorporated into the design to maintain fish passage through the crossings. Culvert alignment's are placed at angles that mimic the natural condition, and reduce any torturous bend conditions from the existing channel that may have destabilized in the future. Sanderling Lane is proposed in an area of an existing undersized pipe crossing. Appropriate pipe sizing as proposed will help to prevent future channel erosion above and below the crossing. Impacts to the natural stream channels have been minimized to the greatest extent practicable.

16. If culvert pipes are proposed:

---

Will the pipe bottom be buried below the natural streambed? X Yes    \_\_\_ No  
 If yes, how far will the pipe invert be placed below the streambed elevation? 6 inches  
 If no, explain why:

For multiple barrel culvert designs, will a low flow barrel be incorporated?

X Yes    \_\_\_ No

If no, explain why:

---

17. What storm event is the structure designed to pass? (i.e. 10 yr storm, 25 yr storm)

Both crossings are designed to pass the 25 year storm (1 foot of freeboard below edge of pavement elevation).
---

18. Will the structure include an apron or other inlet/outlet protection?  Yes  No

If yes, describe the dimensions and materials that will be utilized:

Riprap outlet protection will be used at each crossing. Riprap will extend approximately 20 ft downstream of the culvert invert and span approximately 12 ft in width.
--

19. Is any fill associated with the proposed activity?  Yes  No If yes, attach the appropriate appendix.

20. Will any sideslope embankments be constructed in the waterbody?  Yes  No

If yes, what is the average slope of the embankments? 3:1

21. Will any utilities be associated with the road crossing?  Yes  No

If yes, attach the appropriate appendix.

## **Appendix E – Utility Crossings**



Utility Crossings

Please respond to each question. Questions left blank may result in the application being returned as incomplete. In addition, the answers to all of the questions in this Appendix must correspond accurately to the information on the plan and section view drawings for the project.

- 1. Please indicate the total number of subaqueous lands crossings associated with the project here: 1 Complete a separate Appendix E for each crossing.
2. The information below is for Crossing # 1 (Sanderling Lane).

General Information

- 3. What type of utility is being installed and what is its diameter?
wastewater pipeline, electric line, water line, TV/cable, gas line, fiber optic cable, other (describe)

- 4. What is the total length of the crossing relative to:
MHW, MLW, OHW 7 ft.

- 5. What is the total area of impact for the crossing relative to:
MHW, MLW, OHW 14.7 sq. ft.

- 6. What is the method of installation for the crossing:
directional bore, trench, blasting, plow

If another method of installation will be utilized, please describe here:

- 7. Briefly outline the construction sequence for placement of the structure:

An excavator will dig out a trench for the proposed water line. The water line will then be installed. Once installed, any fill material will be backfilled with an excavator and spoil material will be removed.

- 8. Will dredging, excavating, or filling be required? X\* Yes No
If "yes", complete the appropriate dredging appendix and/or fill appendix and include them with your application.

\*Excavation and fill required to place water line are incidental to proposed road crossing at Sanderling Lan. Please see Appendix C for additional details.

9. Will there be any permanent towers, poles, platforms or other structures (excluding submarine cables) on subaqueous land or in wetlands?  Yes  No

If "yes", give the number of structures, and provide a description, including square footage and material (the location of all structures must be shown on the plans or the application cannot be processed).

10. At what depth will the subaqueous crossing be placed below the bottom of the waterbody? 4 ft.  
At what height will an aerial crossing be above MHW? \_\_\_\_\_ feet

11. Is the crossing in, on, over or under public (undeeded) or private subaqueous lands?

Public  Private

If private, who is/are the property holder(s)? David Webber

Provide a copy of any deed, ROW or easement granting access if the private property owner is other than the applicant.

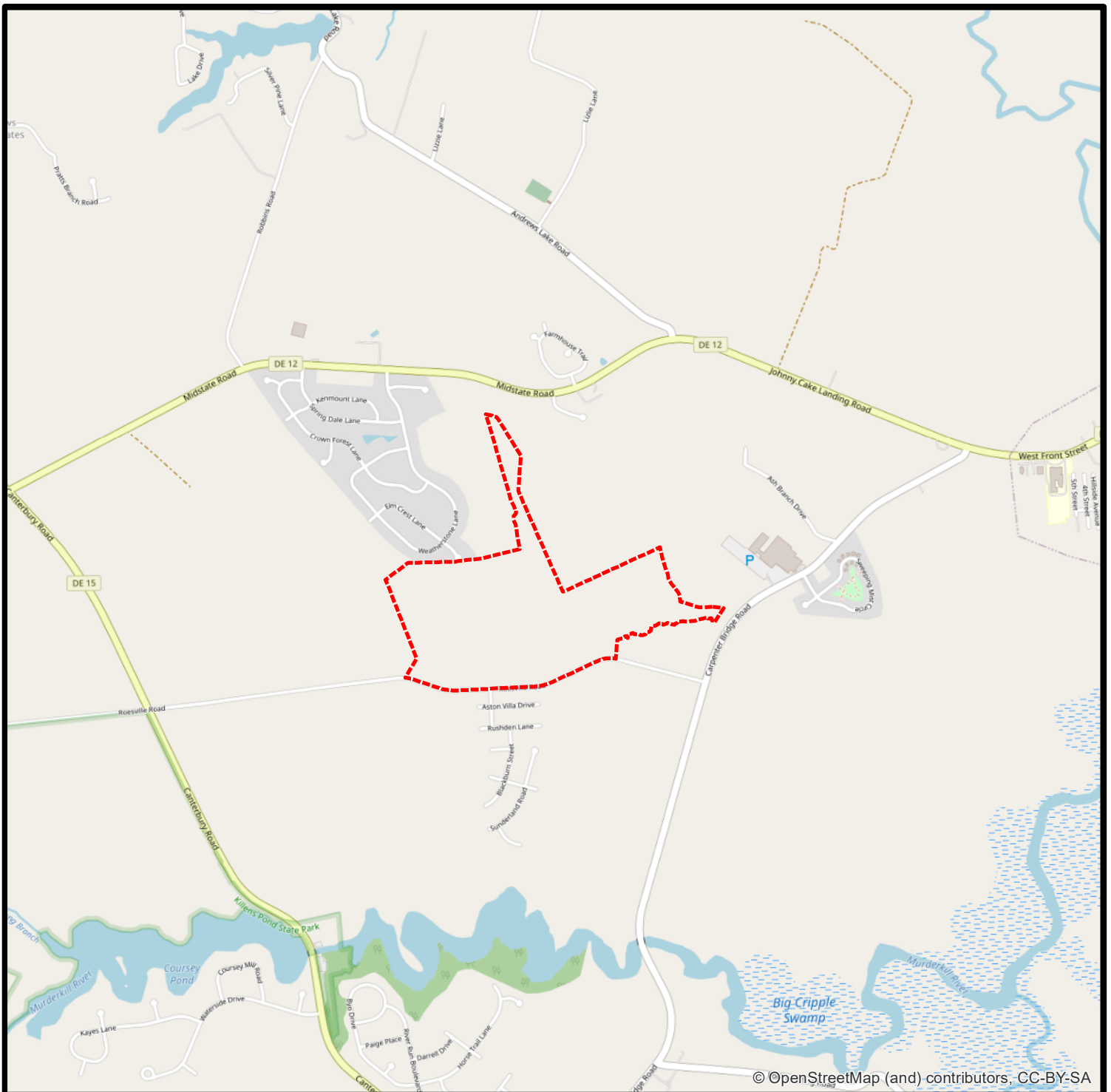
12. Is the crossing adjacent to subaqueous lands on State-owned property?  Yes  No

If so, which State agency is the owner? \_\_\_\_\_

Is the crossing within a DelDOT right of way?  Yes  No

13. Please include evidence of written permission from the private land owner above (if other than the applicant).

# Figures



© OpenStreetMap (and) contributors, CC-BY-SA

**LEGEND**

 SUBJECT SITE



0 2,000  
 APPROXIMATE SCALE  
 1 INCH = 2,000 FEET



**GEO-TECHNOLOGY ASSOCIATES, INC.**  
 GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

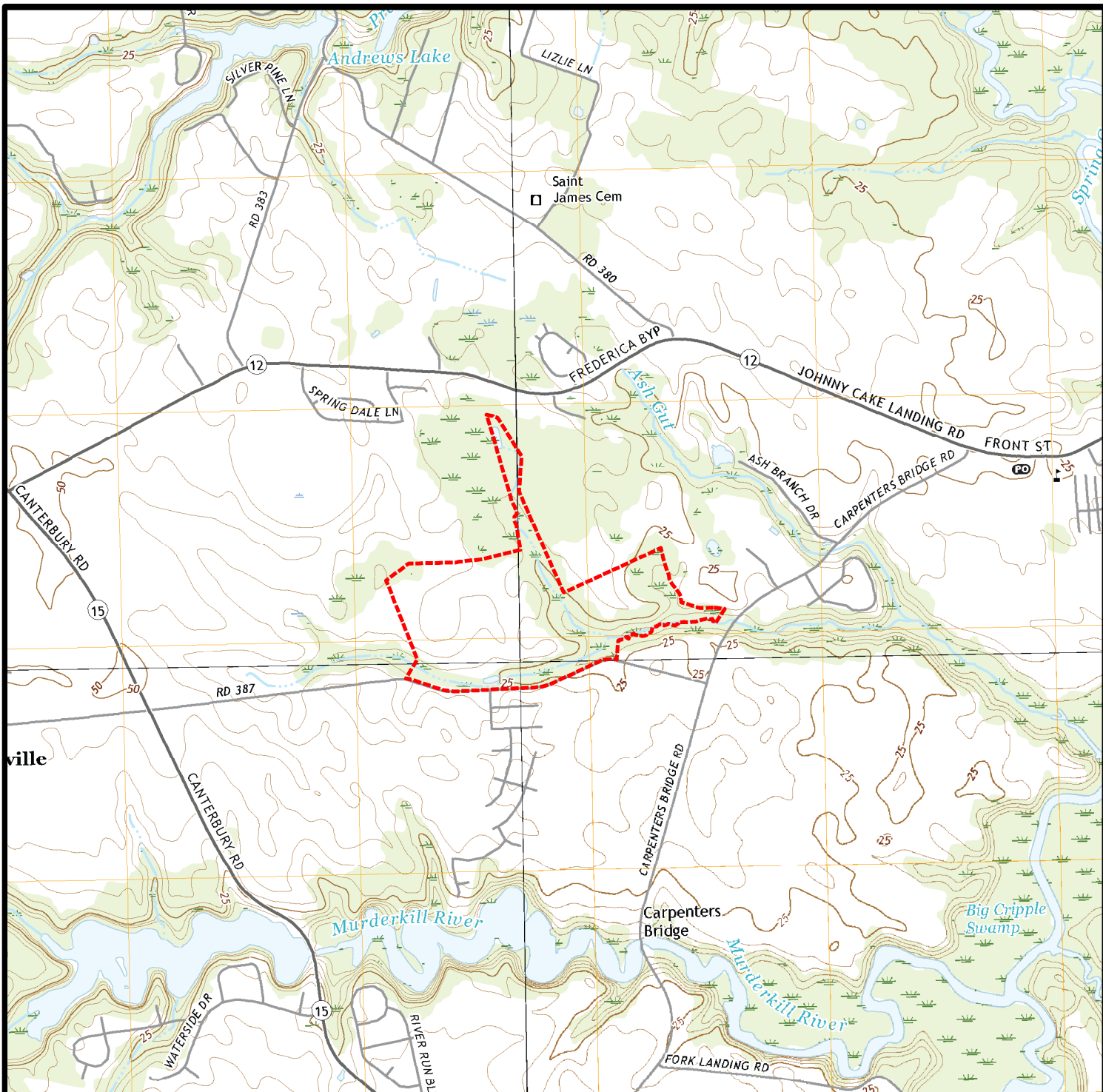
3445-A BOX HILL CORPORATE CENTER DRIVE  
 ABINGDON, MARYLAND 21009  
 410-515-9446  
 FAX: 410-515-4895  
 WWW.GTAENG.COM

© GEO-TECHNOLOGY ASSOCIATES, INC.

**SITE LOCATION MAP**  
**1421 ROESVILLE ROAD**

KENT COUNTY, DELAWARE

JOB NO.	31212075	SCALE:	1" = 2,000'	DATE:	MARCH 20, 2023	DRAWN BY:	KRM	REVIEW BY:	TAS	FIGURE:	1
---------	----------	--------	-------------	-------	----------------	-----------	-----	------------	-----	---------	---



SOURCE: UNITED STATES GEOLOGICAL SURVEY, FREDERICA, DE, HARRINGTON, DE, MILFORD, DE, AND WYOMING, DE QUADRANGLES, 7.5 MINUTE TOPOGRAPHIC MAP SERIES, ALL DATED 2019.

**LEGEND**

 SUBJECT SITE



0 2,000  
 APPROXIMATE SCALE  
 1 INCH = 2,000 FEET



**GEO-TECHNOLOGY ASSOCIATES, INC.**  
 GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

3445-A BOX HILL CORPORATE CENTER DRIVE  
 ABINGDON, MARYLAND 21009  
 410-515-9446  
 FAX: 410-515-4895  
 WWW.GTAENG.COM

© GEO-TECHNOLOGY ASSOCIATES, INC.

**USGS TOPOGRAPHIC MAP  
 1421 ROESVILLE ROAD**

KENT COUNTY, DELAWARE

JOB NO.	31212075	SCALE:	1" = 2,000'	DATE:	JANUARY XX, 2022	DRAWN BY:	BMS	REVIEW BY:	TAS	FIGURE:	2
---------	----------	--------	-------------	-------	------------------	-----------	-----	------------	-----	---------	---



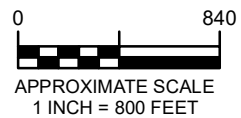


© 2023 Microsoft Corporation © 2022 Maxar © CNES (2022) Distribution Airbus DS

SOURCE: 2022 BASE AERIAL IMAGERY PROVIDED BY BING.COM

**LEGEND**

 SUBJECT SITE



**GEO-TECHNOLOGY ASSOCIATES, INC.**  
 GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

3445-A BOX HILL CORPORATE CENTER DRIVE  
 ABINGDON, MARYLAND 21009  
 410-515-9446  
 FAX: 410-515-4895  
 WWW.GTAENG.COM

© GEO-TECHNOLOGY ASSOCIATES, INC.

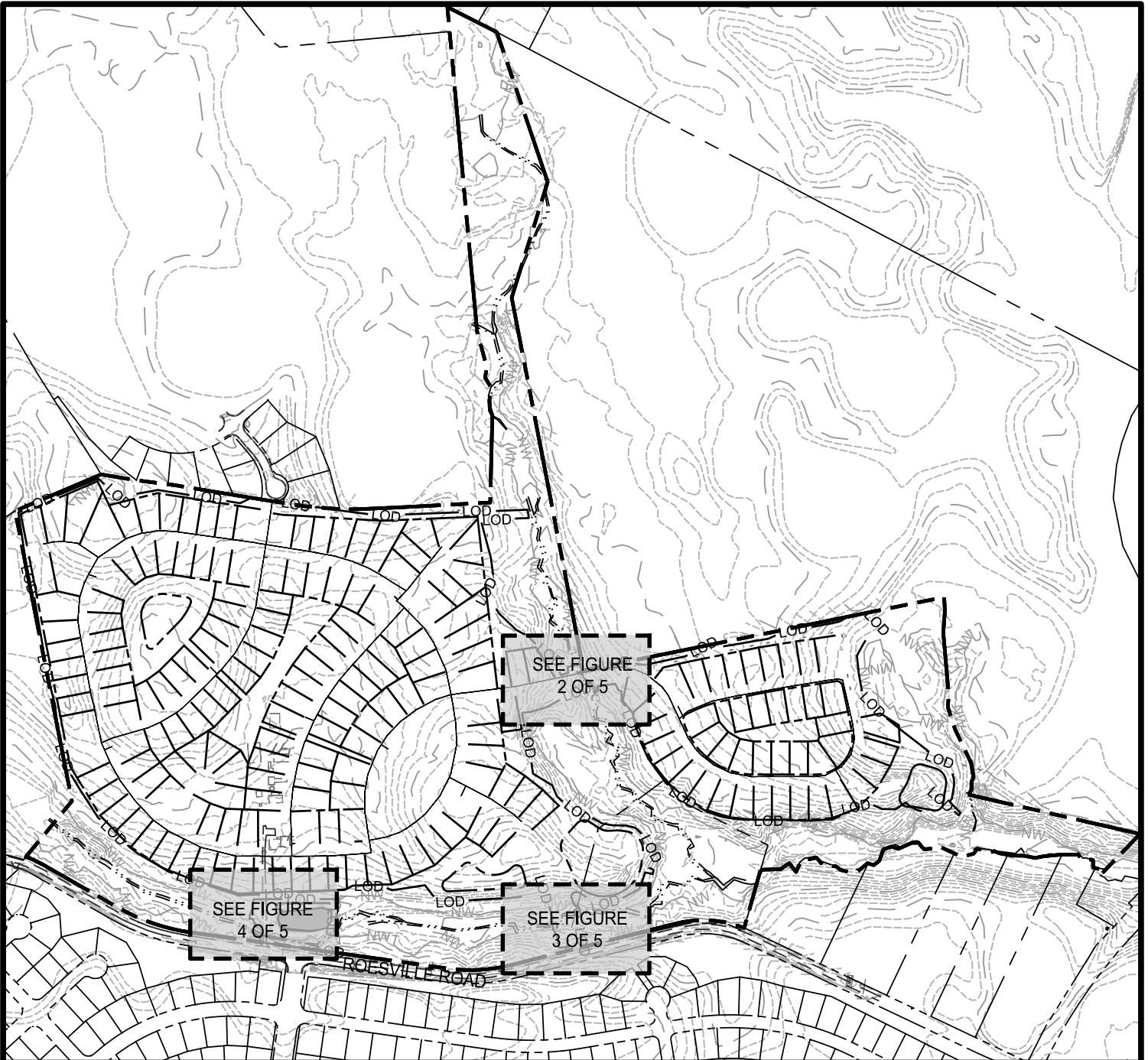
2022 AERIAL IMAGERY  
**1421 ROESVILLE ROAD**

KENT COUNTY, DELAWARE

JOB NO.	31212075	SCALE:	1" = 800'	DATE:	MARCH 20, 2023	DRAWN BY:	KRM	REVIEW BY:	TAS	FIGURE:	3
---------	----------	--------	-----------	-------	----------------	-----------	-----	------------	-----	---------	---

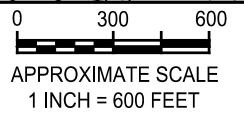
# **Wetland/Waterway Impact Plates**





**LEGEND**

	PR. LOD		EX. NONTIDAL WETLANDS
	SUBJECT PROPERTY BOUNDARY		EX. TREELINE
	EX. 1 FT. CONTOUR		PR. LOT
	EX. 5 FT. CONTOUR		PR. ROAD
	EX. INTERMITTENT STREAM		



**GEO-TECHNOLOGY ASSOCIATES, INC.**

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

3445-A BOX HILL CORPORATE CENTER DRIVE  
 ABINGDON, MARYLAND 21009  
 410-515-9446  
 FAX: 410-515-4895  
 WWW.GTAENG.COM

© GEO-TECHNOLOGY ASSOCIATES, INC.

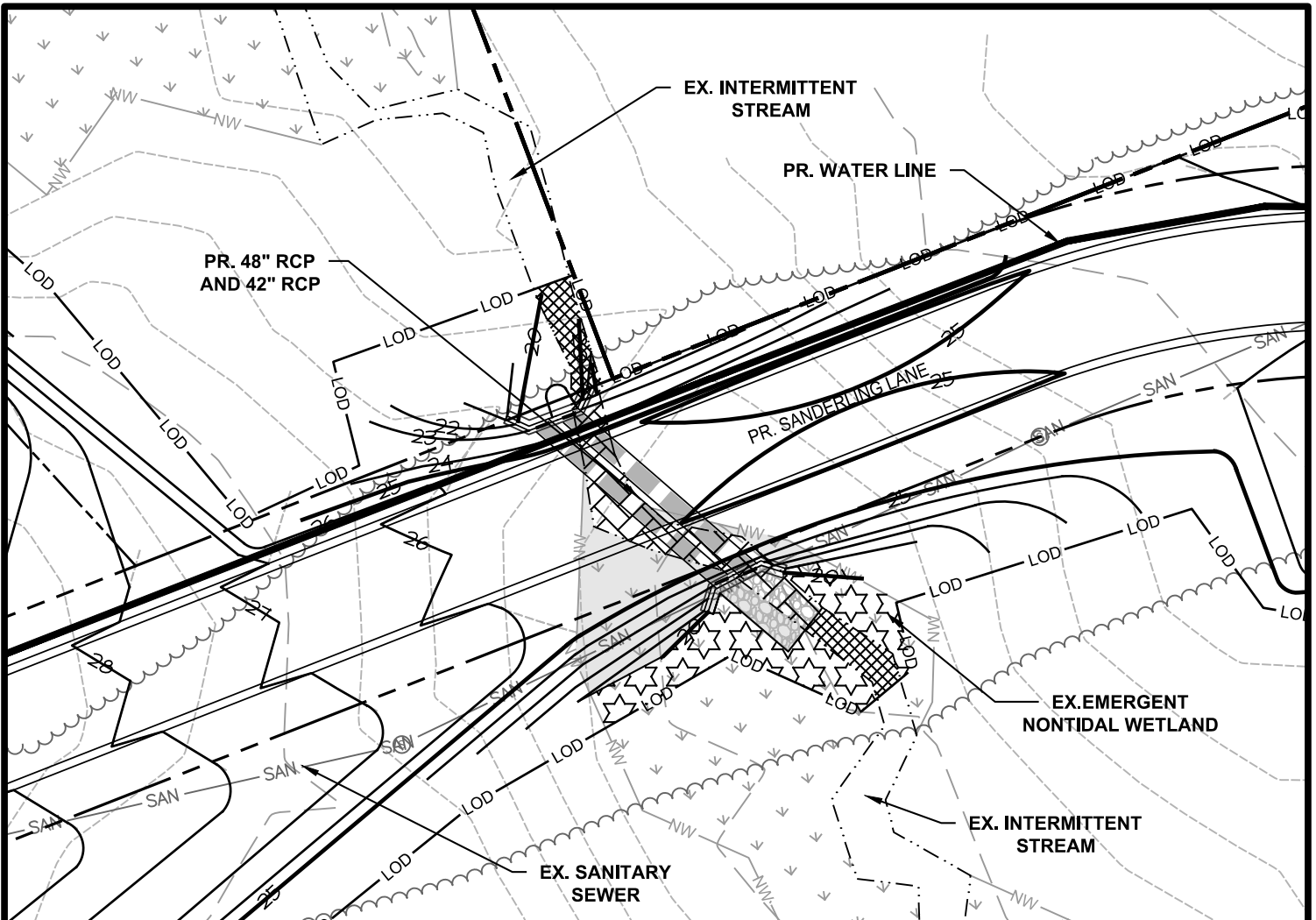
**WETLAND/WATERWAY IMPACT KEY**

**WEBBER FARM**

KENT COUNTY, DELAWARE

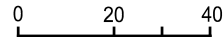
JOB NO.	31212075	SCALE:	1"=600'	DATE:	JULY 13, 2023	DRAWN BY:	KRM	REVIEW BY:	TAS	FIGURE:	1 OF 5
---------	----------	--------	---------	-------	---------------	-----------	-----	------------	-----	---------	--------





**LEGEND**

- LOD PR. LOD
- SUBJECT PROPERTY BOUNDARY
- EX. 1 FT. CONTOUR
- EX. 5 FT. CONTOUR
- EX. INTERMITTENT STREAM
- EX. NONTIDAL WETLANDS
- EX. TREELINE
- PR. 1 FT. CONTOUR
- PR. 5 FT. CONTOUR



Approximate Scale  
1 inch = 40 feet



**SUMMARY OF IMPACTS**

- PERMANENT INTERMITTENT STREAM IMPACTS  
677 SF (0.016 AC) 83 LF
- TEMPORARY INTERMITTENT STREAM IMPACTS  
391 SF (0.009 AC) 53 LF
- PERMANENT EMERGENT WETLAND IMPACTS  
1,166 SF (0.027 AC)
- TEMPORARY EMERGENT WETLAND IMPACTS  
992 SF (0.023 AC)



**GEO-TECHNOLOGY ASSOCIATES, INC.**

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

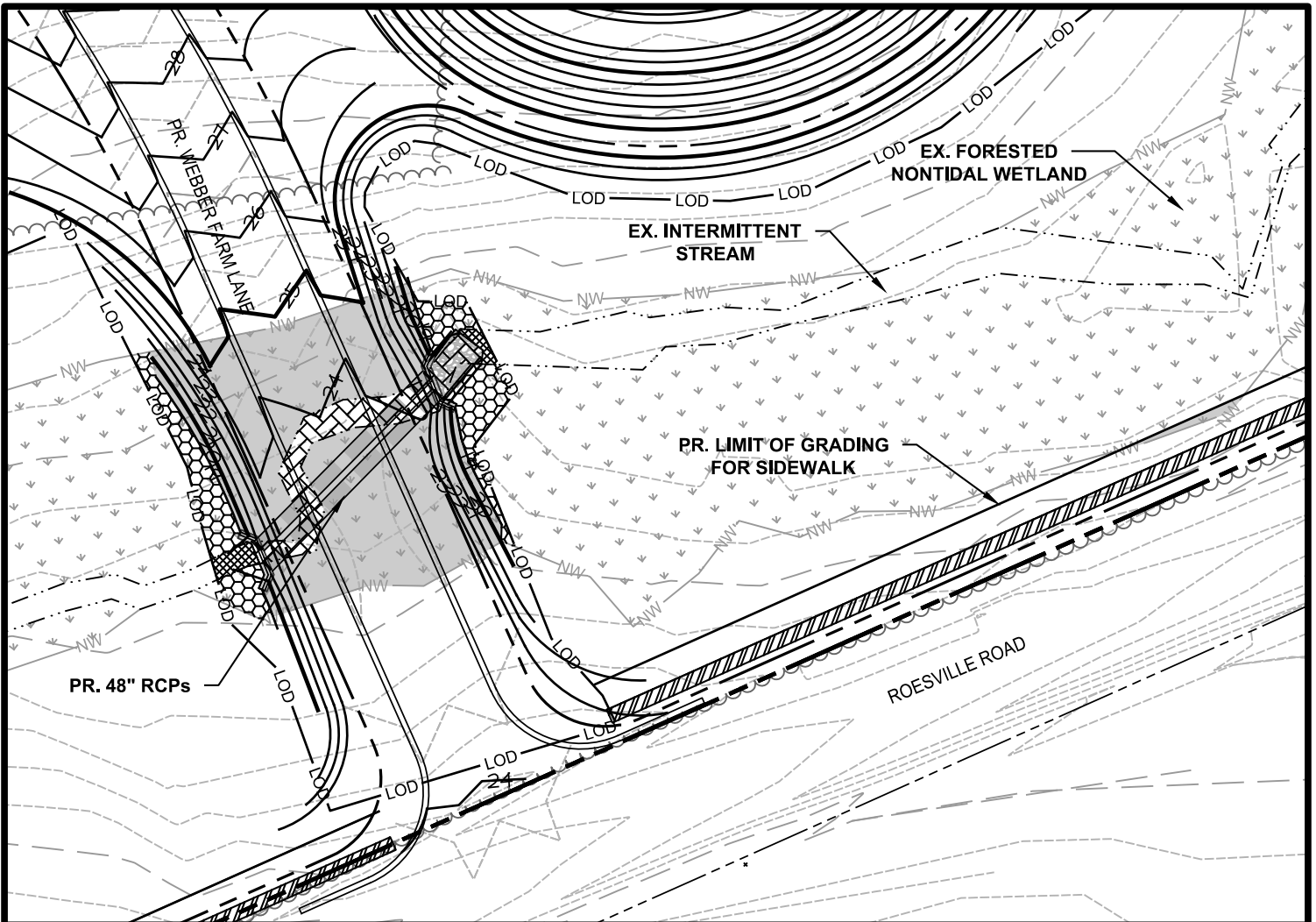
3445-A BOX HILL CORPORATE CENTER DRIVE  
ABINGDON, MARYLAND 21009  
410-515-9446  
FAX: 410-515-4895  
WWW.GTAENG.COM

© GEO-TECHNOLOGY ASSOCIATES, INC.

**WETLAND/WATERWAY IMPACT PLATES**

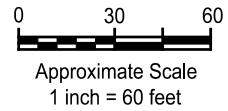
**WEBBER FARM**

KENT COUNTY, DELAWARE



**LEGEND**

- PR. LOD
- SUBJECT PROPERTY BOUNDARY
- PR. RIGHT OF WAY
- EX. 1 FT. CONTOUR
- EX. 5 FT. CONTOUR
- EX. INTERMITTENT STREAM
- EX. TREELINE
- EX. NONTIDAL WETLANDS (DELINEATED BY GTA)
- PR. SIDEWALK
- PR. 1 FT. CONTOUR
- PR. 5 FT. CONTOUR



**SUMMARY OF IMPACTS**

- PERMANENT INTERMITTENT STREAM IMPACTS  
1,169 SF (0.027 AC) 134 LF
- TEMPORARY INTERMITTENT STREAM IMPACTS  
189 SF (0.004 AC) 21 LF
- PERMANENT FORESTED WETLAND IMPACTS  
8,063 SF (0.185 AC)
- TEMPORARY FORESTED WETLAND IMPACTS  
1,671 SF (0.038 AC)

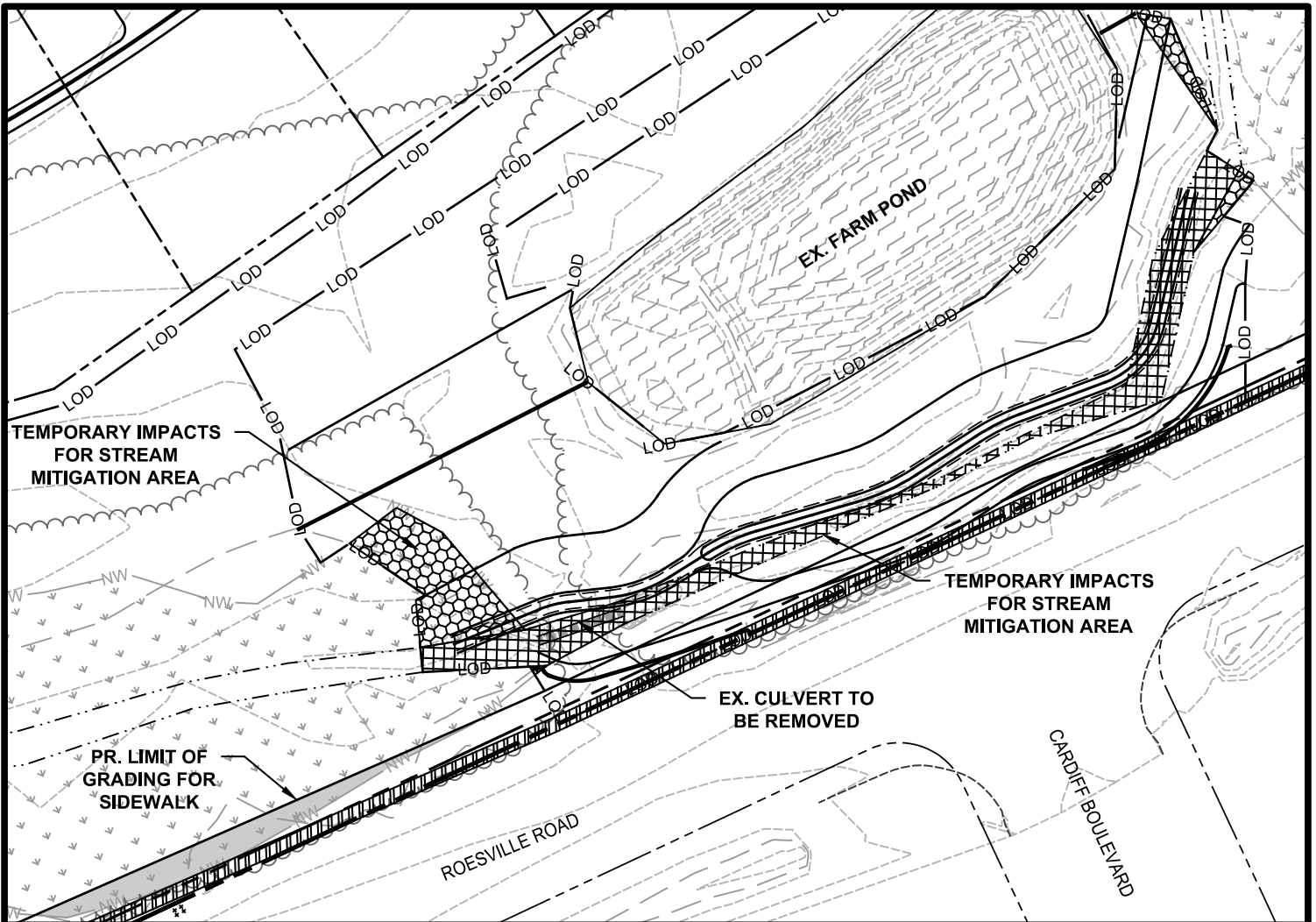


**GEO-TECHNOLOGY ASSOCIATES, INC.**  
 GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

3445-A BOX HILL CORPORATE CENTER DRIVE  
 ABINGDON, MARYLAND 21009  
 410-515-9446  
 FAX: 410-515-4895  
 WWW.GTAENG.COM

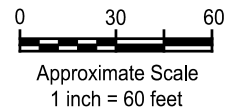
© GEO-TECHNOLOGY ASSOCIATES, INC.

**WETLAND/WATERWAY IMPACT PLATES**  
**WEBBER FARM**  
 KENT COUNTY, DELAWARE



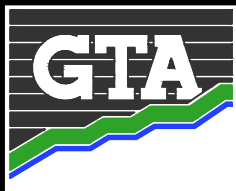
**LEGEND**

	LOD		PR. 0.5 FT. CONTOUR
	PR. LOD		PR. 1 FT. CONTOUR
	SUBJECT PROPERTY BOUNDARY		PR. 5 FT. CONTOUR
	PR. RIGHT OF WAY		PR. LOT
	EX. 1 FT. CONTOUR		
	EX. 5 FT. CONTOUR		
	EX. INTERMITTENT STREAM		
	EX. TREELINE		
	EX. NONTIDAL WETLANDS		
	EX. FARM POND		
	PR. SIDEWALK		



**SUMMARY OF IMPACTS**

	TEMPORARY INTERMITTENT STREAM IMPACTS 3,019 SF (0.069 AC) 364 LF
	PERMANENT FORESTED WETLAND IMPACTS 1,056 SF (0.024 AC)
	TEMPORARY WETLAND IMPACTS 1,687 SF (0.039 AC)



**GEO-TECHNOLOGY ASSOCIATES, INC.**

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

3445-A BOX HILL CORPORATE CENTER DRIVE  
 ABINGDON, MARYLAND 21009  
 410-515-9446  
 FAX: 410-515-4895  
 WWW.GTAENG.COM

© GEO-TECHNOLOGY ASSOCIATES, INC.

**WETLAND/WATERWAY IMPACT PLATES**

**WEBBER FARM**

KENT COUNTY, DELAWARE

JOB NO.	31212075	SCALE:	1"=50'	DATE:	JUNE 14, 2023	DRAWN BY:	KRM	REVIEW BY:	TAS	FIGURE:	4 OF 5
---------	----------	--------	--------	-------	---------------	-----------	-----	------------	-----	---------	--------

# SUMMARY OF IMPACTS

## STREAM CHANNELS

PERMANENT INTERMITTENT STREAM IMPACTS =	1,846 SF (0.04 ACRES) 217 LINEAR FEET
TEMPORARY INTERMITTENT STREAM IMPACTS =	580 SF (0.01 ACRES) 74 LINEAR FEET

## NONTIDAL WETLANDS

PERMANENT PFO WETLAND IMPACTS =	9,119 SF (0.209 ACRES)
PERMANENT PEM WETLAND IMPACTS =	1,166 SF (0.027 ACRES)
TEMPORARY PFO WETLAND IMPACTS =	1,671 SF (0.038 ACRES)
TEMPORARY PEM WETLAND IMPACTS =	992 SF (0.023 ACRES)

# SUMMARY OF IMPACTS - COMPENSATORY MITIGATION

## STREAM CHANNELS

TEMPORARY INTERMITTENT STREAM IMPACTS =	3,019 SF (0.069 ACRES) 364 LINEAR FEET
---	---

## NONTIDAL WETLANDS

TEMPORARY PFO WETLAND IMPACTS =	1,687 SF (0.039 ACRES)
---------------------------------	------------------------



### GEO-TECHNOLOGY ASSOCIATES, INC.

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

3445-A BOX HILL CORPORATE CENTER DRIVE  
ABINGDON, MARYLAND 21009  
410-515-9446  
FAX: 410-515-4895  
WWW.GTAENG.COM

© GEO-TECHNOLOGY ASSOCIATES, INC.

### WETLAND/WATERWAY IMPACT PLATES

### WEBBER FARM

KENT COUNTY, DELAWARE

# **Property Owner Agreement**

## AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement") is made as of the 7<sup>th</sup> day of October, 2021 (the "Effective Date"), by and between (i) SHEILA A. BAILEY, TRUSTEE, DAVID L. WEBBER REVOCABLE TRUST dated January 15, 2003, and (ii) SHEILA ANN BAILEY, TRUSTEE, JANET M. WEBBER RESIDUARY TRUST (individually and collectively, "Seller"), and K. HOVNIANIAN DELAWARE OPERATIONS, LLC, a Delaware limited liability company ("Purchaser").

### RECITALS

A. Seller is the owner of those two (2) certain adjoining parcels of land, consisting of approximately one hundred forty-four (144) acres in the aggregate, located on the north side of Roesville Road, near the town of Felton, Kent County (the "County"), Delaware, with the first parcel having a street address of 1421 Roesville Road, and being identified in the County real estate assessment records as Map #8-00-14000-01-3400-00001, and the second parcel having no separate street address and being identified in the County real estate assessment records as Map #8-00-14000-01-3300-00001 (collectively, the "Property", which shall include all improvements and fixtures thereon and all rights, privileges, easements, benefits and agreements appurtenant thereto), which are anticipated to be developed as single-family detached lots, each with a minimum building envelope of forty feet (40') by seventy feet (70') (each, a "Lot") and associated streets, open spaces and improvements. The legal description of the Property is set forth on Exhibit A attached hereto, and a conceptual layout of the Lots (the "Concept Plan") is attached hereto as Exhibit B.

B. Purchaser is desirous of acquiring the Property and Seller is desirous of selling the Property, upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, in fee simple absolute, under the terms and conditions set forth in this Agreement, all of the Property on an undeveloped basis.

2. Deposit.

A. Within ten (10) business days following the Effective Date, Purchaser shall deposit with Curley, Dodge, Fitzgerald & Funk, LLC, as escrow agent hereunder ("Escrow Agent"), the amount of [REDACTED], all in the form of cash (wire transfer of funds), as the initial Deposit hereunder (the "Deposit"), which Escrow Agent shall hold in its escrow trust account in accordance with the terms and provisions of this Agreement. If Purchaser fails to timely post the initial Deposit, then this Agreement shall be deemed terminated and the parties hereto shall have no liability or obligations to each other hereunder, except for those that survive such termination.

B. If Purchaser elects to proceed with this Agreement by delivering the

SBT



Notice to Proceed to Seller as provided in Section 3A below, then no later than five (5) business days after expiration of the Study Period (as defined in Section 3A below), Purchaser shall increase the Deposit to the sum of [REDACTED], all in the form of an irrevocable letter of credit issued by Homebuyers Financial Services, L.L.C. ("Homebuyers"), such letter of credit being substantially in the form attached hereto as Exhibit C, to be held by Escrow Agent in accordance with the terms and provisions of this Agreement. Upon Escrow Agent's receipt of the [REDACTED] Homebuyers letter of credit, the [REDACTED] cash (wire transfer of funds) initially posted as the Deposit shall be promptly returned to Purchaser, and the Deposit shall consist of the [REDACTED] Homebuyers letter of credit.

C. The term "**Deposit**" shall be deemed to mean any cash (wire transfer of funds) or letter of credit posted by Purchaser with Escrow Agent from time to time pursuant to the provisions of this Section 2. If this Agreement remains in full force and effect following Purchaser's increase of the Deposit as set forth in Section 2B above, the Deposit shall be non-refundable, (i) provided the Conditions to Closing (as defined below in Section 8) have been satisfied (and except as otherwise provided in such Section 8), (ii) provided Seller is not in default under this Agreement, and (iii) except as otherwise expressly stated in this Agreement to the contrary. However, with respect to the foregoing sentence and notwithstanding any other provisions of this Agreement to the contrary, at such time as the preliminary plat for the Property (which is part of the Approvals Requirement [as defined below in Section 8B]) has been obtained beyond all applicable appeal and modification periods, the Deposit shall be non-refundable [and shall be delivered to Seller in the event this Agreement is terminated after such preliminary plat approval] except in the event of Seller's default, and any other provisions of this Agreement which provide for return of the Deposit to Purchaser (except for the return of the Deposit to Purchaser at the conclusion of Closing) shall be subject to the provisions of this sentence.

D. The Homebuyers letter of credit posted as the Deposit pursuant to Section 2B above shall be returned to Purchaser at the conclusion of Closing. If the Deposit is in the form of a Homebuyers letter of credit at any time that Purchaser is entitled to the return of the Deposit pursuant to this Agreement, the returned letter of credit shall be accompanied by such documentation, executed by Seller and/or by Escrow Agent, as applicable, which Homebuyers requires in order to allow Purchaser to obtain cancellation of such letter of credit (and the obligation set forth in this sentence shall survive any termination of this Agreement).

3. Study Period; Access.

A. During the period commencing on the Effective Date and ending at 11:59 p.m. Eastern Time on the day which is one hundred twenty (120) days thereafter (the "**Study Period**"), Purchaser shall have the right, at its own risk and expense, to go on the Property, and to cause architectural, engineering, access, mechanical, structural, boring, and other tests and studies, including title review, market analyses and development, and economic feasibility studies, to be made with respect to the Property, and to obtain the approval of Purchaser's Corporate Land Committee. Purchaser shall have the right, during the Study Period and at Purchaser's sole discretion, to terminate this Agreement for any reason whatsoever. If Purchaser elects to proceed with the transaction described in this Agreement, Purchaser shall (i) provide Seller and Escrow Agent with written notice of Purchaser's election to proceed with the transaction (the "**Notice to Proceed**") prior to the expiration of the Study Period, and (ii) timely

increase the Deposit as provided in Section 2B above. If Purchaser (x) does not deliver the Notice to Proceed before the expiration of the Study Period, or (y) delivers a written termination notice to Seller and Escrow Agent before the expiration of the Study Period, or (z) delivers the Notice to Proceed but fails to timely increase the Deposit as provided in Section 2B above, this Agreement shall automatically terminate, the initial Deposit shall be immediately returned to Purchaser, and thereafter the parties shall have no further rights, duties, obligations or liabilities hereunder, at law or in equity, pertaining to this Agreement, except for those that expressly survive such termination.

B. During the Study Period (and if Purchaser delivers the Notice to Proceed and increases the Deposit as set forth in Section 2B above, thereafter until this Agreement is terminated), Seller shall permit Purchaser and Purchaser's employees, agents, contractors and subcontractors to enter upon the Property and while thereon make surveys, take measurements, perform test borings or other tests of surface and subsurface conditions, make engineering, environmental and other studies and inspect the Property. If Purchaser exercises its rights under the provisions of this Section 3B, it shall (i) indemnify and save harmless Seller from any costs, expenses, loss or liability arising out of the exercise by Purchaser or Purchaser's agents, employees or contractors of Purchaser's rights hereunder (and that are not the result of any negligent or intentionally wrongful act or omission of Seller or Seller's agents, employees or contractors), including any study or analysis, whether on-site or off-site, performed by or at the request of Purchaser, and (ii) promptly repair any damage caused by any such entry, study or analysis and restore the Property, as near as reasonably practical, to its condition before such entry, study or analysis (and Purchaser's repair and indemnification obligations set forth in this sentence shall survive any termination of this Agreement). In addition, within five (5) days after the Effective Date, Seller shall deliver to Purchaser, at no cost to Purchaser, a full, true and complete copy of the Farm Lease (as defined in Section 6F below), and copies of all (if any) engineering plans, environmental studies, soil tests, County approvals, title reports and other documents relating to the Property which are in Seller's possession or control (and in the event Seller obtains any additional documents or information relating to the Property during the Study Period, Seller shall promptly deliver a copy of such documents or information to Purchaser).

4. Purchase Price. The total purchase price for the Property (the "**Purchase Price**") shall be [REDACTED]. The Purchase Price shall be paid in cash, by wire transfer, Delaware attorney escrow account check, or certified funds at Closing.

5. Title. It is a condition of Purchaser's obligations hereunder that title to the Property be good and marketable, free of liens and encumbrances, and insurable by a title insurance company selected by Purchaser and holding membership in the American Land Title Association (the "**Title Company**") at regular rates, subject to no conditions or encumbrances such as would inhibit or prevent or impose any material burden or expense upon the development of the Property for residential purposes and the construction of single-family detached homes on the Lots as Purchaser desires. Purchaser shall review title to the Property by obtaining a title insurance commitment from the Title Company during the Study Period and shall raise any objections to title identified in Purchaser's title commitment by written notice delivered to Seller no later than ten (10) days prior to the expiration of the Study Period. Any title exceptions identified in Purchaser's title commitment and not timely objected to by Purchaser shall be deemed accepted and shall not thereafter be raised by Purchaser. (However, it is understood that without any notice being required from Purchaser, at or prior to Closing Seller

8/6/1



shall be obligated to satisfy all monetary encumbrances against the Property, including but not limited to encumbrances evidenced by mortgages, tax liens, judgments, mechanic's liens or similar evidences of indebtedness.) In the event title to the Property is unacceptable to Purchaser and Purchaser timely notifies Seller in writing, Seller shall, within five (5) days after receipt of such notice from Purchaser, notify Purchaser in writing either (i) that Seller is unwilling or unable to correct such unacceptable matters, or (ii) that Seller at its sole cost and expense shall undertake promptly to eliminate or modify all such unacceptable matters to the reasonable satisfaction of Purchaser. In the latter event, Seller agrees to use its diligent efforts to promptly satisfy any such objections. In the event Seller elects not to cure such unacceptable matters or is unable with the exercise of due diligence to satisfy said objections promptly after said notice, Purchaser may, at its option, (x) accept title and proceed to Closing pursuant to the terms and provisions of this Agreement without an adjustment of the Purchase Price, or (y) terminate this Agreement, whereupon the Deposit shall be returned to Purchaser (unless the preliminary plan for the Property has been approved beyond all applicable appeal and/or modification periods, in which event the Deposit shall be delivered to Seller) and thereafter the parties shall have no further rights, duties, obligations or liabilities hereunder, at law or in equity, pertaining to this Agreement, except for those that expressly survive such termination. Seller agrees and warrants that it will do nothing to change the status of the title to the Property from the Effective Date through the Closing Date (as defined below in Section 9) without Purchaser's consent, not to be unreasonably withheld, conditioned or delayed. Seller shall, during the term of this Agreement, keep any existing mortgage(s) against the Property current and not in default and cause to be paid all taxes and other public charges and private debts against the Property so as to avoid forfeiture of Purchaser's rights under this Agreement.

6. Seller's Representations and Warranties. Seller represents and warrants to Purchaser the following, all of which shall be true and correct to the best of Seller's knowledge on the Effective Date and on the Closing Date:

A. Each of the David L. Webber Revocable Trust dated January 15, 2003, and the Janet M. Webber Residuary Trust (each, a "**Webber Trust**") is a trust duly formed and validly existing under the laws of the jurisdiction in which it was established, and the trust agreement establishing such Webber Trust is in full force and effect and has not been rescinded. Seller has full power to consummate all of the transactions contemplated hereby and has complied with all applicable laws to the extent necessary on its part to consummate each and all of the transactions contemplated hereby. This Agreement is the legal and binding obligation of Seller, enforceable against Seller in accordance with its terms; and the trustee(s) executing this Agreement and Seller's Closing documents contemplated by this Agreement on behalf of Seller (the Webber Trusts) (collectively, the "**Seller Documents**") has/have the full power to execute, seal, acknowledge, and deliver such documents on behalf of Seller. Upon request, Seller shall deliver to the Title Company true and complete copies of the trust agreements (and any other applicable documents) creating each Webber Trust and establishing the authority of the trustee(s) to act for such Webber Trust.

B. The execution, delivery and performance of this Agreement by Seller will not violate (i) any provision of any applicable statute, regulation, rule, court order or judgment or other legal requirements applicable to Seller or the Property, nor (ii) the trust documents of each Webber Trust or any other documents applicable to Seller.

C. The execution, delivery and performance of the Seller Documents by Seller will not violate any provision of any applicable statute, regulation, rule, Court order or judgment or other legal requirements applicable to Seller and/or the Property.

D. To the best of Seller's knowledge, there are no lawsuits or legal proceedings pending or threatened regarding or resulting from encumbrances on, or the ownership, use, possession or development of, the Property.

E. To the best of Seller's knowledge, there are no notices, suits or judgments pending or threatened relating to violations of any governmental regulations, ordinances or requirements affecting or which may affect the Property that have not been corrected. If, prior to Closing hereunder, Seller receives such a notice of violation, Seller shall immediately take all actions reasonably required to comply with the terms thereof, and the Property will be free and clear of all such violations prior to Closing hereunder.

F. Except for this Agreement and that certain \_\_\_\_\_ dated \_\_\_\_\_, by and between Seller, as lessor, and \_\_\_\_\_, as lessee (as such may have been amended, the "Farm Lease"), there are no contracts of sale, options to purchase, reversionary rights, rights of first refusal or similar rights of any kind which are or shall be binding upon the Property or any part thereof or which shall become binding upon Purchaser at or subsequent to the time of Closing.

G. Seller has not made (and Seller has no knowledge of) any commitment to any governmental or quasi-governmental authority having jurisdiction, or to any other third party to dedicate or grant any portion of the Property for roads, easements, rights-of-way, park lands or for any restrictions or to incur any other expense or obligation relating to or in connection with the Property.

H. To the best of Seller's knowledge, there is no actual, pending or threatened designation of any portion of the Property or improvements thereon, or the area in which the Property is located, as a historic landmark or archeological district, site or structure. To the best of Seller's knowledge, there is no landfill or graveyard lying within the Property.

I. Seller has not taken or failed to take (and to the best of Seller's knowledge, Seller's predecessors in title have not taken or failed to take) any action that would cause the Property (including the surface and subsurface soil, surface water, ground water and improvements) to contain (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (iii) any "hazardous substance" as defined by the Delaware Waste Management Act and regulations promulgated thereunder; (iv) any substance the presence of which on the Property is prohibited by any law similar to those set forth in this paragraph; and/or (v) any other toxic or hazardous substances or materials, whether products or wastes, that require special handling in collection, storage, treatment or disposal under any federal, state or local law, statute, ordinance or regulation, or under any court or administrative order or decree, or under any private agreement (collectively, the "Hazardous Materials"). To the best of

Seller's knowledge, the Property does not contain and has not contained any underground storage tanks.

J. Seller has delivered to Purchaser, prior to or concurrently with Seller's execution of this Agreement, or will deliver to Purchaser within five (5) days after the Effective Date pursuant to Section 3B above, all (if any) documents and information relating to or affecting the Property in Seller's possession or control, including without limitation all engineering plans, soil tests, environmental reports and title reports, all plats, plans, wetlands reports and permits, archaeological reports and title insurance policies. To the best of Seller's knowledge, all such documents are accurate as of the Effective Date and do not contain any misleading information or omit any facts which a buyer who plans to develop the Property for Purchaser's intended uses would consider material to its decision to purchase the Property.

K. All bills and claims for labor performed and materials furnished to or for the benefit of the Property by or on behalf of Seller for all periods prior to the Closing Date will be paid in full or adjustment therefor shall be made at the time of Closing on the settlement sheet. Seller shall execute all necessary affidavits and indemnities required by the Title Company to eliminate from Purchaser's title policies any exception for unfiled mechanic's or similar liens as well as any standard pre-printed title exceptions (including, without limitation, rights of parties in possession).

L. Seller is not a "foreign person" as defined in the Internal Revenue Code of 1986, and the regulations issued pursuant thereto, and Seller shall deliver to Purchaser at Closing an affidavit to such effect containing Seller's taxpayer identification number(s).

M. The zoning applicable to the Property is AC (Agricultural Conservation), which to the best of Seller's knowledge permits development of the Property and Purchaser's intended construction of single-family detached homes on the Lots without any variance or special exception required. Seller has no knowledge of any pending or threatened condemnation or rezoning proceeding concerning any part of the Property.

N. To the best of Seller's knowledge, except that the USACE wetland inventory shows known jurisdictional areas on the Property, there is no flood zone, flood hazard area, flood plain or similarly designated zone on the applicable FEMA maps, or "wetlands" area, as defined by any governmental or quasi-governmental authority, located on any of the Lots or otherwise within the Property in such a manner as to prevent the intended development of the Property or Purchaser's construction of single-family detached homes on the Lots.

O. To the best of Seller's knowledge, the Property does not contain any wildlife protection areas, nor does it contain or constitute an environment for any endangered species of plant or animal life as the same might be defined or designated pursuant to the Endangered Species Act or any similar law or regulation.

P. No insolvency proceeding or petition in bankruptcy or for the appointment of a receiver has been filed by or against Seller (nor is Seller contemplating any such filing), Seller has not made an assignment for the benefit of creditors or filed a petition for, or entered into an arrangement with, creditors, and Seller has not failed generally to pay Seller's debts as they become due.

Seller will notify Purchaser immediately of any state of facts known by Seller that would constitute a breach of or render inaccurate any of the foregoing representations and warranties immediately after becoming aware of such state of facts, and Seller will reconfirm in writing at Closing hereunder each of such representations and warranties by execution of a certificate of reconfirmation of representations and warranties.

7. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller the following, all of which shall be true and correct on the Closing Date:

A. Purchaser is a Delaware limited liability company validly existing and in good standing. Purchaser has full power to consummate all of the transactions contemplated hereby and has complied with all applicable laws to the extent necessary on its part to consummate each and all of the transactions contemplated hereby.

B. This Agreement is the legal and binding obligation of Purchaser, enforceable against it in accordance with its terms; and the person(s) executing this Agreement and Purchaser's Closing documents contemplated by this Agreement on Purchaser's behalf has/have the full power to execute, seal, acknowledge, and deliver such documents.

C. No insolvency proceeding or petition in bankruptcy or for the appointment of a receiver has been filed by or against Purchaser (nor is Purchaser contemplating any such filing), Purchaser has not made an assignment for the benefit of creditors or filed a petition for, or entered into an arrangement with, creditors, and Purchaser has not failed generally to pay its debts as they become due.

8. Conditions to Closing. Purchaser's obligation to proceed to Closing in accordance with this Agreement is contingent upon satisfaction of all of the following conditions (collectively, the "**Conditions to Closing**"), any and all of which Purchaser shall have the right to waive in whole or in part:

A. Seller's representations and warranties contained in this Agreement shall be true and correct at and as of the Closing, as if such representations and warranties were made at and as of such time. However, although Seller's representations and warranties are limited to the best of Seller's knowledge (or similar wording), this condition precedent is not so limited. Therefore, this condition shall be deemed satisfied as of the Closing Date if the facts stated in all such representations and warranties are accurate without any reference to Seller's knowledge.

B. For the entire Property, Purchaser shall have obtained final approval from all applicable authorities of all vesting entitlements for all of the anticipated Lots planned for the Property, all construction drawing approvals for all land development work for the Property including DeIDOT Entrance Plans (the "**LD Construction Drawings**"), and final Record Plan approval for the Property, all substantially in accordance with Exhibit B attached hereto, together with all associated plans being approved by all applicable governmental agencies, bodies, utility providers and other third parties (including DeIDOT), and the approved Record Plan for the Property shall be recorded among the County land records, at Purchaser's cost (collectively, the "**Approvals Requirement**").

(1) Purchaser shall diligently and in good faith prosecute or cause the prosecution of the submissions and take or cause to be taken all actions necessary to obtain the

Approvals Requirement in a timely manner, and Purchaser shall keep Seller reasonably informed as to the status of the Approvals Requirement (Purchaser also agrees to provide to Seller an estimated timeline of the Approvals Requirement process during the Study Period). Purchaser agrees that it shall use its good faith efforts to maximize the Lot density approved for the Property, consistent with a marketable land plan, as reasonably determined by Purchaser; however, all submissions made by Purchaser shall comply with the existing zoning for the Property, and Purchaser shall not be permitted to pursue cluster zoning and/or PUD zoning for the Property or any portion thereof. Purchaser shall, at least ten (10) business days prior to its submission to any applicable authorities of any further plans, plats or other documents which are reasonably necessary for Purchaser to submit in connection with obtaining the Approvals Requirement, deliver such documents to Seller for Seller's review and approval, which shall not be unreasonably conditioned or withheld (and Seller shall be deemed to have given Seller's approval to such documents if Seller does not notify Purchaser in writing during such ten (10)-business-day period of Seller's disapproval). Purchaser shall notify Seller of all public hearings and any meetings with governmental officials or Purchaser's engineers related to the Approvals Requirement, and Seller shall have the right to have attend any such hearings or meetings at Seller's cost.

(2) Seller, at no cost to Seller, shall reasonably cooperate with Purchaser or other parties retained by Purchaser, as requested by Purchaser, to assist in obtaining the Approvals Requirement, including but not limited to, executing any plats, plans, subdivision documents, applications, submissions and easements for the Property reasonably requested by Purchaser in a timely fashion and attending any public hearings or meetings with governmental officials at which Seller's presence may be required.

(3) The parties agree and acknowledge that all development agreements and permits (based upon final approved LD Construction Drawings) to construct all public and private on-site and off-site improvements to develop the Property shall be negotiated and executed by Purchaser, with any applicable fees being paid by Purchaser and Purchaser posting the requisite securities.

(4) Notwithstanding the foregoing or any other provisions in this Agreement to the contrary, if despite Purchaser's good faith efforts, the approved preliminary plan for the Property (which is part of the Approvals Requirement) allows less than one hundred eighty-five (185) Lots to be developed on the Property (or if at any time Purchaser reasonably determines that the approved preliminary plan for the Property will allow less than one hundred eighty-five (185) Lots to be developed on the Property), then at any time before the approved preliminary plan has been obtained beyond any applicable appeal and/or modification periods, Purchaser may terminate this Agreement by written notice to Seller, in which event the Deposit shall be promptly returned to Purchaser and thereafter the parties shall have no further rights, duties, obligations or liabilities hereunder, except for those that expressly survive any such termination.

(5) Also notwithstanding the foregoing, if despite Purchaser's good faith efforts, (a) the Approvals Requirement is not obtained by the date which is two (2) years after the last day of the Study Period (or if at any time Purchaser reasonably determines that the Approvals Requirement will not be obtained by such date), or (b) the Approvals Requirement does not allow at least one hundred eighty-five (185) Lots to be developed on the Property (or if

at any time Purchaser reasonably determines that the Approvals Requirement will not allow at least one hundred eighty-five (185) Lots to be developed on the Property), then at any time before the Approvals Requirement has been obtained beyond any applicable appeal and/or modification periods, Purchaser may terminate this Agreement by written notice to Seller, in which event the Deposit shall be promptly returned to Purchaser (unless the preliminary plan for the Property has been approved beyond all applicable appeal and/or modification periods, in which event the Deposit shall be delivered to Seller) and thereafter the parties shall have no further rights, duties, obligations or liabilities hereunder, except for those that expressly survive any such termination.

C. All LD Construction Drawings necessary to construct all public and private on-site and off-site improvements for the Property, including the grading permit and DelDOT entrance plan approvals, and a wetlands permit, shall have been approved and issued by all requisite agencies, including the County, Kent County Conservation District, DNREC and DelDOT. Purchaser shall, after Closing, pay the permit fees and post the requisite securities for such permits.

D. Purchaser, at its cost, shall have caused the DelDOT Engineering Improvement Plans to have been executed and stamped by DelDOT, and such shall be transferred to Purchaser at Closing. In addition, Purchaser, at its cost, shall have caused the DelDOT Entrance Permit for the Property to be issued to Purchaser. Upon Purchaser's receipt of a letter from DelDOT regarding the DelDOT Entrance Permit (the "DelDOT Permit Letter"), the parties shall indicate on a copy of the DelDOT Permit Letter which items set forth therein shall be obligations of Purchaser, and such marked-up copy of the DelDOT Permit Letter shall be attached hereto as Exhibit D. Prior to Closing Purchaser shall be responsible to obtain a Cost Estimate from Purchaser's contractor, and Purchaser, with Seller's cooperation, shall submit such Cost Estimate to DelDOT as part of the application for the Entrance Permit naming Purchaser as the contract purchaser of the Property by virtue of a Limited Power of Attorney executed by Seller as the current owner of the Property, which Limited Power of Attorney shall be obtained by Seller and delivered to Purchaser, and Purchaser shall pay the requisite fees and post the bonds/securities for the DelDOT Entrance Permit.

E. The Kent County Conservation Agreement, substantially in the form of Exhibit E attached hereto (which allows grading and sediment control work), shall be executed to enable Purchaser to commence land development work on the Property. Purchaser shall be responsible to obtain a Cost Estimate from Purchaser's contractor and Purchaser, with Seller's cooperation, shall submit such Cost Estimate to the County as part of the application for such Conservation Agreement naming Purchaser as the contract purchaser of the Property, and Purchaser shall pay the requisite fees and post the bonds/securities for such Conservation Agreement. Purchaser shall cause the DNREC NOI Permit for the Property to be put in Purchaser's name prior to Closing (and if necessary Seller, at no cost to Seller, agrees to reasonably cooperate with Purchaser with respect to such matter).

F. All on-site and off-site easements, whether temporary or permanent (including for grading, stormwater, and utilities), and all right of way dedication(s), including all necessary easements for the DelDOT approved plans and all County approved engineering plans for improvements required for Purchaser's intended development of the Property, shall have been obtained by Purchaser at Purchaser's expense and recorded (or be ready for recordation) in



the County land records. Seller agrees to cooperate with Purchaser, at no cost to Seller, in assisting Purchaser with obtaining all such necessary on-site and off-site easements.

G. Title to the Property shall be in the condition required by Section 5 of this Agreement, and the Property shall exist as one (1) or more separate, legally conveyable parcels.

H. Public water, public sewer, electricity, gas (if available), cable, telephone and telecommunications (if available) as will be necessary to serve all of the single-family detached homes to be constructed by Purchaser on the Lots, plus the amenities (if any) to be constructed on the Property, shall be reasonably available at the boundary of the Property.

I. Seller shall have terminated the Farm Lease, at Seller's sole cost and expense.

J. The right of ingress and egress to and from the Property shall be immediately available through direct access to a publicly dedicated and maintained right-of-way which is adequate in capacity to support Purchaser's intended development of the Property and construction of single-family residences on the Lots.

K. Any other conditions precedent to Closing set forth in other provisions of this Agreement shall have been satisfied, and Seller shall not be in default of any of Seller's obligations under this Agreement.

In the event that any of the Conditions to Closing have not been met by the Closing Date, then Purchaser shall have the right, at its election, to either (i) waive the timing of any or any or all of such unsatisfied Conditions to Closing and proceed to Closing hereunder (in which event Seller shall be obligated to satisfy, promptly after Closing, any such unsatisfied Conditions to Closing which are Seller's obligation to satisfy), (ii) extend the time for Closing for up to three (3) extension periods of three (3) months each (but no longer than fifteen (15) business days after the actual time period needed to satisfy the unsatisfied Conditions to Closing), provided that, with respect to each such extension, Purchaser delivers to Seller an extension fee in the amount of [REDACTED] in the form of cash (wire transfer of funds) [and any such extension fee(s) paid to Seller shall not be deemed increases to the Deposit nor shall they be credited to the Purchase Price; however, if Purchaser pays any such extension fees and this Agreement is subsequently terminated due to Seller's default, Seller shall promptly reimburse any and all such extension fees to Purchaser]; provided however, that in the event all such Conditions to Closing have not been satisfied within said time period, Purchaser shall be entitled to elect either option (i), or the following options (iii) or, if applicable, (iv), (iii) terminate this Agreement, whereupon the Deposit shall be promptly returned to Purchaser (unless the preliminary plan for the Property has been approved beyond all applicable appeal and/or modification periods, in which event the Deposit shall be delivered to Seller) and the parties shall have no further rights, duties, obligations or liabilities hereunder, except for those that expressly survive such termination, or (iv) exercise Purchaser's remedies under Section 13A below in the event the failure of any Condition to Closing to be satisfied is due to Seller's default.

9. Time and Place of Closing. Subject to the other provisions of this Agreement, including but not limited to satisfaction of all Conditions to Closing, the closing of the transaction contemplated hereunder ("Closing") shall occur on a date selected by Purchaser

which is within thirty (30) days after satisfaction of all Conditions to Closing, but in any event no later than the date which is two (2) years after the last day of the Study Period (as applicable, the "Closing Date"), subject to any extension rights of the parties set forth in this Agreement. (Notwithstanding the foregoing, however, in the event Closing is required to be held after the fifteenth (15<sup>th</sup>) day of the month in January, April, July or October, the date of Closing shall be automatically extended to the second (2<sup>nd</sup>) business day of the following month.) Purchaser shall give Seller at least five (5) business days' prior notice of the Closing Date and the time of Closing. Closing shall occur at the offices of Escrow Agent (however, the parties acknowledge that Closing may occur through delivery of the Closing documents by reputable overnight delivery and delivery of the Purchase Price by wire transfer of funds so that either or both parties will not need to attend Closing).

10. Closing Provisions.

A. Seller shall execute, acknowledge and deliver, at Closing, a deed of conveyance for the Property, containing covenants of special warranty and further assurances. In addition, to the extent assignable and for no consideration, Seller shall assign to Purchaser all of Seller's rights, if any, in all approvals, easements, rights of way instruments, final plans for the Property, and all related materials (including but not limited to CADD files, Survey Controls, preliminary subdivision plat and approved Record Plan) at Closing pursuant to an assignment in form and content to be mutually agreed upon by the parties during the Study Period and then attached hereto as Exhibit F (the "Assignment of Plans, Approvals and Materials"). Possession of the Property shall be delivered to Purchaser at the time of Closing, free and clear of any licensees, occupants or tenants.

B. Except as otherwise specifically set forth in this Agreement, Purchaser and Seller shall pay transfer and recordation taxes assessed at or related to Closing hereunder as is customary in the County. All general real estate taxes, other ad valorem taxes, metropolitan district charges, front foot or other benefit charges or assessments, including deferred connection charges, if applicable, and all other fees payable on an annual or periodic basis with respect to the Property shall be adjusted between the parties as of the Closing Date and thereafter assumed by Purchaser. However, Seller shall be responsible for the payment of any presently enacted rezoning or development tax which may be imposed on the Lots or the Property as a result of the conversion thereof to residential use as permitted by the Approvals Requirement, including but not limited to any "rollback taxes". With respect to such rezoning/development tax, including any "rollback taxes", Purchaser agrees that it shall take no action that will cause any such rezoning/development tax, including "rollback taxes", to be paid prior to Closing, but at Closing, such rezoning/development tax, including "roll-back" taxes, shall be Seller's responsibility, and if such rezoning/development tax, including "roll-back" taxes, is/are not assessed and/or finalized until after Closing, then at Closing, Escrow Agent will calculate an estimated amount of such taxes based on then-current information available from the County, and such estimated amount shall be escrowed from Seller's proceeds of sale. Once the amount of such taxes has been finalized and is payable to the County, Escrow Agent shall pay the applicable amount from the escrow, with any remaining balance of the escrow then being returned to Seller.

C. Cost of examination of title, title insurance, preparing the deed of conveyance, Purchaser's Closing fees and Purchaser's attorney's fees shall be at the sole expense



of Purchaser. Seller shall be responsible for Seller's own Closing costs, including Seller's attorney's fees.

D. At Closing, Seller shall execute such affidavits and other similar type instruments as are reasonably required by Purchaser's title insurance company relating to the status of title to the Property and for the elimination of any standard or printed exceptions in Purchaser's final policy of owner's title insurance.

11. Risk of Loss. Until execution, delivery and recordation of the deed described in Section 10A, the risk of loss or damage to the Property, or any part thereof, by any cause, is assumed by Seller.

12. Condemnation. Seller shall notify Purchaser in the event of any condemnation or taking by the power of eminent domain (including any pending or threatened condemnation or taking) promptly after becoming aware of any such action. If, prior to Closing, any portion of the Property is condemned or taken under the power of eminent domain (or is the subject of a pending taking that has not yet been consummated), and such taking or condemnation results (or will result) in the loss of at least one (1) Lot, then Purchaser shall have the right to either (i) proceed to Closing hereunder, in which event all proceeds received or to be received by Seller with respect to such taking or condemnation will be credited against the Purchase Price at Closing, or (ii) terminate this Agreement by providing written notice to Seller, in which latter event the Deposit shall promptly be returned to Purchaser (unless the preliminary plan for the Property has been approved beyond all applicable appeal and/or modification periods, in which event the Deposit shall be delivered to Seller), and thereafter neither party shall have any further rights, duties, obligations or liabilities, except for those that expressly survive such termination. If, prior to Closing hereunder, any portion of the Property (and which does not result in the loss of any Lots) is condemned or taken under the power of eminent domain (or is the subject of a pending taking that has not yet been consummated), then Purchaser and Seller shall proceed to Closing hereunder and all proceeds received or to be received by Seller with respect to such taking or condemnation will be credited against the Purchase Price at Closing.

13. Default.

A. If Seller shall fail to perform Seller's obligations hereunder or breaches any of Seller's covenants or is otherwise in default of any of the terms and conditions applicable to Seller set forth under this Agreement, including the obligation to proceed to Closing (provided Purchaser is ready, willing and able to proceed to Closing), and such failure, default or breach is not remedied within ten (10) days after written notice from Purchaser, then Purchaser shall have the right to exercise any one or more of the following rights and remedies: (i) terminate this Agreement, in which event the Deposit shall be returned to Purchaser (and any and all extension fees paid by Purchaser to Seller pursuant to the last paragraph of Section 8 above shall be promptly reimbursed to Purchaser by Seller), whereupon neither party shall have any further rights, duties, obligations or liabilities, except for those that expressly survive such termination, and/or (ii) pursue specific performance (however, if the remedy of specific performance is not available to Purchaser due to Seller's actions or inactions, or is not granted to Purchaser, Purchaser shall have the right to pursue any other remedies available to Purchaser at law or in equity, except for punitive damages).

B. If Purchaser shall fail to perform its obligations hereunder or breaches any of its covenants or is otherwise in default of any of the terms and conditions applicable to Purchaser set forth under this Agreement, including the obligation to proceed to Closing (provided Seller is ready, willing and able to proceed to Closing), and such failure, default or breach is not remedied within ten (10) days after written notice from Seller, then Seller, as Seller's sole and exclusive remedy may terminate this Agreement, whereupon Seller shall be entitled to the prompt delivery of the Deposit from Escrow Agent (and Purchaser shall assign to Seller, for no consideration, all of Purchaser's right, title and interest, to the extent assignable, in and to any and all engineering or surveying plans, plats, permits, reports, approvals, tests and studies obtained by Purchaser with respect to the Property, all of which shall be paid for by Purchaser) as liquidated damages, and not as a penalty, whereupon neither party shall have any further rights, duties, obligations or liabilities, except for those that expressly survive such termination.

14. Brokerage Fees. Seller and Purchaser each warrants and represents to the other that the warranting party shall be responsible to pay any brokerage fees and commissions for any broker or consultant the warranting party has engaged in connection with the Property and this Agreement and, in reliance on such warranties and representations, each party agrees to indemnify and hold the other harmless against any claim by the applicable real estate broker, agent or finder for a commission or fee arising by reason of this Agreement, which indemnification includes reasonable attorney's fees and costs. MRM Trust Limited Partnership shall be paid a consulting fee by Seller at Closing in accordance with the written agreement with Seller. The provisions of this Section 14 shall survive any termination of this Agreement.

15. Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing, shall be addressed to the applicable party at the address hereinafter set forth (or at such other address as shall be designated by such party in a written notice to the other party in compliance with this Section 15), and shall be either (a) delivered by hand, (b) sent by email (with follow up by other means, including a telephone call), or (c) sent by Federal Express, UPS Next Day Air or another recognized next-day business courier. All such notices, requests, demands, consents and other communications shall be deemed to have been received (i) if delivered by hand, at the time of the delivery thereof to the receiving party, (ii) if sent by email, at the time that transmission thereof has been acknowledged by electronic confirmation or otherwise, or (iii) if by next-day business courier, on the next business day following the day such notice is delivered to the courier service. Any notice sent in accordance with this Section 15 and refused shall be deemed delivered and received as of the date of such refusal. The parties agree that the attorney for a party shall have the authority to deliver notices on such party's behalf to the other parties hereto.

If to Seller:

David L. Webber Revocable Trust dated January 15, 2003  
Janet M. Webber Residuary Trust  
c/o Sheila Bailey, Trustee  
6411 China Back Lane  
Meggett, South Carolina 29449  
Phone: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to: MRM Trust Limited Partnership  
199 Grove Street  
Charleston, South Carolina 29403  
Attn: Joe Margarite  
Phone: (843) 224-6671  
Email: [jmargarite@mac.com](mailto:jmargarite@mac.com)

If to Purchaser: K. Hovnanian Delaware Operations, LLC  
2499 S. DuPont Boulevard, Suite G  
Smyrna, Delaware 19977  
Attn: Mike Irons, DE Shore Area President  
Phone: (302) 223-0100  
E-mail: [miron@khov.com](mailto:miron@khov.com)

With copies to: K. Hovnanian Homes  
4090-A Lafayette Center Drive  
Chantilly, Virginia 20151  
Attn: Michael Wyatt, Group President  
Attn: Kenneth S. Mahieu, Vice President/Chief Legal  
Counsel  
Phone: (703) 885-7100  
Email: [mwyatt@khov.com](mailto:mwyatt@khov.com); [kmahieu@khov.com](mailto:kmahieu@khov.com)

If to Escrow Agent: Curley, Dodge, Fitzgerald & Funk, LLC  
250 Beiser Boulevard, Suite 202  
Dover, Delaware 19940  
Attn: Tara Hayhurst  
Phone: (302) 674-5400  
Email: [thayhurst@cdfilaw.com](mailto:thayhurst@cdfilaw.com)

16. Moratorium. Notwithstanding any provisions of this Agreement to the contrary, if at any time during the term of this Agreement the State of Delaware or the County, or any agency or subdivision thereof, or any applicable utility provider, declares, proposes, or announces a moratorium on the issuance or use of permits for construction and/or occupancy of residences on the Lots or a growth management plan which would hinder Purchaser's ability to obtain building permits or would impede Purchaser's orderly development of the Property/Lots and the continuity of sales, construction and delivery of improved Lots to homebuyers or would reduce the number of permits available or modify the zoning ordinance for the Property or the Lots or result in a restriction on the access to any utilities with respect to the Lots or would cause any deficiencies in the adequacy of public facilities, including school capacity, police and fire response times or other moratoria (in any such event, a "Moratorium"), then Purchaser shall have the right, upon written notice to Seller, to either (i) continue to Closing pursuant to this Agreement despite such Moratorium, (ii) terminate this Agreement and receive a return of the Deposit (unless the preliminary plan for the Property has been approved beyond all applicable appeal and/or modification periods, in which event the Deposit shall be delivered to Seller), whereupon neither party shall have any further rights, duties, obligations or liabilities, except for those that expressly survive such termination, or (iii) extend the Closing date for the length of the

Moratorium, but not in excess of eighteen (18) months. If Purchaser elects option (iii), and if upon expiration of the eighteen (18)-month period the Moratorium remains in effect, Purchaser may at its option either waive said condition and continue to Closing pursuant to this Agreement or terminate this Agreement and in such latter event the Deposit shall be promptly returned to Purchaser (unless the preliminary plan for the Property has been approved beyond all applicable appeal and/or modification periods, in which event the Deposit shall be delivered to Seller), whereupon neither party shall have any further rights, duties, obligations or liabilities, except for those that expressly survive such termination.

17. Miscellaneous.

A. Benefit. This Agreement shall inure to the benefit of and be binding upon Seller and Purchaser and their respective successors and assigns, subject to the restrictions set forth in Section 17L below.

B. Entire Agreement; Amendment; Joint and Several Liability. This Agreement (including the recitals set forth above and the exhibits attached hereto) contains the final and entire agreement between the parties hereto and supersedes all prior oral representations, negotiations and agreements, and neither of the parties, nor their agents, shall be bound by any terms, conditions and representations not herein written. This Agreement may not be modified or changed orally, but only by agreement in writing signed by the parties hereto. All parties constituting Seller shall be jointly and severally liable for Seller's obligations hereunder.

C. Governing Law; Number/Gender. The interpretation, construction and performance of this Agreement shall be governed by Delaware law, the Property described in this Agreement being located in Delaware. Whenever herein the singular number is used, the name shall apply to the plural, and the masculine gender shall include the feminine and neuter genders and vice versa, as the context shall require.

D. Titles. The titles of the paragraphs and sections are inserted as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of any provision thereof.

E. Counterparts. This Agreement may be executed in one or more counterparts by original signatures, and/or signatures transmitted via portable document file (.pdf). The transmission of a signed counterpart of this Agreement by .pdf shall have the same force and effect as delivery of an original signed counterpart of this Agreement, and shall constitute valid and effective delivery for all purposes.

F. Waivers. No party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver as to any other such instance, or any other such right).

G. Partial Invalidity. No determination by any court, governmental, administrative or other entity that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision, or (ii) such provision in any circumstance not controlled by such determination, provided the parties realize the material benefits of this Agreement. Each such provision shall be

valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

H. Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement or to recover damages for the breach of this Agreement, the party not prevailing in any final judgment agrees to pay the other party all reasonable costs, charges, and expenses, including reasonable attorneys' fees and court costs, expended or incurred in connection therewith.

I. Time Periods. Wherever herein reference is made to "days" the same shall mean "calendar days" unless "business days" are specified. Wherever in this Agreement a time period shall end on a day which is a Saturday, Sunday, legal holiday or the day after Thanksgiving, said time period shall be automatically extended to be the next date which is not a Saturday, Sunday, legal holiday or the day after Thanksgiving.

J. Survival. The terms and provisions of this Agreement shall survive Closing hereunder and the execution and delivery of the deed and shall not be merged therein; provided, however, that the representations and warranties of the parties shall not survive Closing.

K. Interpretation. This Agreement represents the results of bargaining and negotiations between the parties and of a combined draftsmanship effort. Consequently, Seller and Purchaser expressly waive and disclaim, in connection with the interpretation of this Agreement, any rule of law requiring that ambiguous or conflicting terms be construed against the party whose attorney prepared this Agreement or any earlier draft of this Agreement.

L. Assignment. Purchaser shall have the right to assign this Agreement, at any time, to any person or entity, with any such assignment to be effective upon notice to Seller. Seller may not assign this Agreement or any of Seller's rights and obligations hereunder without the prior written consent of Purchaser, such consent not to be unreasonably withheld. In the event Seller assigns this Agreement as permitted by this Section 17L, (i) the assignment to any entity assignee shall require that such entity will comply with Purchaser's standard FIN 46 requirements and will give customary representations and warranties as to existence and authorization, and (ii) Seller shall remain personally liable for all of the "Seller" obligations set forth in this Agreement.

M. Time of Essence. Time is of the essence hereunder.

N. Waiver of Jury Trial. SELLER AND PURCHASER JOINTLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. This waiver is knowingly, willingly and voluntarily made by Seller and Purchaser, each of whom hereby acknowledges that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. Seller and Purchaser each further represents that they have/it has been represented in the signing of this Agreement and in the making of this waiver by independent legal counsel, selected of

their/its own free will, and that they have/it has had the opportunity to discuss this waiver with counsel.

O. Effective Date. The Effective Date of this Agreement shall be the first date on which it has been executed by both Purchaser and Seller and Purchaser and Seller are in receipt of a fully executed duplicate original of this Agreement. The Effective Date shall be filled in above in the first paragraph of this Agreement and may be referred to as the date of this Agreement.

P. Confidentiality. Neither Purchaser nor Seller (nor any of their respective members, managers, officers, employees, affiliates, consultants or agents) shall make any public press release or statement to the press or to any real estate agents, industry groups or other builders or developers regarding the transactions contemplated by this Agreement without the prior written approval of the other. Seller acknowledges that in connection with Purchaser's tests and studies and anticipated development of the Property, it will be necessary for Purchaser to inform various third parties regarding Purchaser's potential acquisition of the Property and its terms. Purchaser agrees to disclose such information only to third parties who agree to keep such information confidential pursuant to a confidentiality agreement or those to whom Purchaser must, by law, make such disclosures.

Q. Exhibits. Each of the exhibits attached to this Agreement is incorporated herein by reference. Any exhibit not available at the time this Agreement is executed shall be agreed upon, initialed and attached by the parties as soon after execution as it is practicable, but failure to attach any exhibit shall not affect the validity of this Agreement unless the parties are in material disagreement as to the contents of such exhibit.

IN WITNESS WHEREOF, the parties have respectively signed and sealed this Agreement as of the day and year first written above.

WITNESS/ATTEST

SELLER:

Lauren Bailey

Sheila A. Bailey Trustee (SEAL)  
SHEILA A. BAILEY TRUSTEE,  
DAVID L. WEBBER REVOCABLE TRUST  
DATED JANUARY 15, 2003

Date: 10/6/2021

Lauren Bailey

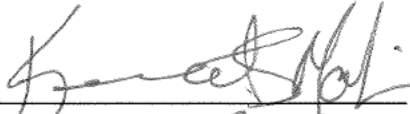
Sheila A. Bailey Trustee (SEAL)  
SHEILA ANN BAILEY TRUSTEE,  
JANET M. WEBBER RESIDUARY TRUST

Date: 10/6/2021

**PURCHASER:**

K. HOVNANIAN DELAWARE OPERATIONS,  
LLC, a Delaware limited liability company

T. C. Aldesi

By:  (SEAL)

Name: Kenneth S. Mahieu

Title: Vice President / Chief Legal Counsel

Date: 10/7/21

LIST OF EXHIBITS

<u>Exhibit A</u>	Legal Description of the Property
<u>Exhibit B</u>	Concept Plan
<u>Exhibit C</u>	Form of Homebuyers Letter of Credit
<u>Exhibit D</u>	DeIDOT Permit Letter with allocation of obligations (to be attached when available)
<u>Exhibit E</u>	Form of Kent County Conservation Agreement
<u>Exhibit F</u>	Form of Assignment of Plans, Approvals and Materials (to be agreed upon and attached during the Study Period)



**Webber Farm Deed Bk 6233 P 224**

Accepted for Filing in:  
Kent County  
Doc# 209553  
On: May 11, 2012 at 11:52A

3  
2 parcels  
\$ 71.

Parcel #SM-00-140.00-01-33.01-000  
#SM-00-140.00-01-34.00-000  
Prepared by: Teschner Law Firm, LLC  
145 King Street, Suite 411  
Charleston, SC 29401

**NO TITLE, LIEN SEARCH OR SURVEY MADE OR REQUESTED**

**THIS DEED**, made this 10<sup>th</sup> day of April, 2012,

BETWEEN, David L. Webber, Successor Trustee of The January 2003 Janet M Webber Revocable Trust, 6320 The Blarney Stone, Ravenel, South Carolina 29470, party of the first part,

and,

David L. Webber, Trustee of the Janet M. Webber Residuary Trust u/a/o Janet M. Webber January 2003 Revocable Trust, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said party of the second part, its heirs and assigns, a fifty (50%) percent interest in the following:

SEE EXHIBIT A

AND BEING the same lands and premises which were conveyed unto Janet M. Webber, Trustee of the Janet M. Webber 2003 Revocable Trust by deed of Janet M. Webber dated January 13, 2003 and recorded January 22, 2003 in the Office of the Recorder of Deeds in and for Kent County, Delaware in Deed Book 01, Volume 517, Page 308.

Said Trustee shall have and hold the herein described property in fee simple and with full power and authority in said Trustee to sell, contract, exchange, convey, mortgage, encumber, lease, subdivide, or otherwise dispose of and deal with said property.

No party dealing with the Trustee in relation to said property in any manner whatsoever shall be obligated to (a) see to the application of any purchase money, rent or money borrowed or otherwise advanced on the property, (b) to see that the terms of this trust have been complied with, (c) to inquire into the authority, necessity or expediency of any act of the Trustee, or (d) be privileged to inquire into any of the terms of the trust agreement.

Every deed, mortgage, lease or trust or other instrument executed by the Trustee in relation

to the property shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder (a) that at the time of the delivery thereof, this deed was in full force and effect, (b) that such instrument was executed in accordance with the trust, terms and conditions thereof and of the trust agreement and is binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such instrument, and (d) if such conveyance has been made by a successor or successors in trust, or a Trustee or Trustees have been substituted, that such successor or successors have been property and are fully vested with all the right, title, estate, powers ad duties of his or her predecessor in trust. The Trustee shall have no individual liability or obligation whatsoever arising from their ownership as Trustee of the legal title to said property or in otherwise acting as such Trustee except only so far as said trust property and any trust funds in actual possession of the Trustee shall be applicable to the payment and discharge thereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first hereinbefore written.

Signed, Sealed and Delivered  
in the presence of:

*Gene J. Gordon*  
*Edward H. Scofield*

*David L. Webber*  
David L. Webber, Trustee

State of South Carolina     )  
   )     S.S.  
County of Charleston        )

BE IT REMEMBERED, that on this 10<sup>th</sup> day of April, 2012, personally came before me, the Subscriber, David L. Webber, Successor Trustee of the Janet M. Webber January 2003 Revocable Trust, party of the first part to this Indenture, known to me personally to be such, and he acknowledged this Indenture to be his act and deed.

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

*Christy Jayne Waltz*  
Notary Public for South Carolina  
My Commission Expires: *Jan 8, 2013*

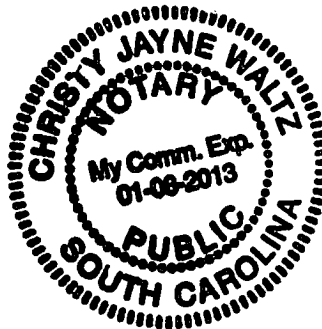


EXHIBIT A

POOR ORIGINAL

PARCEL 1

ALL that certain lot, piece or parcel of land situated in South Murderkill Hundred, Kent County, State of Delaware, lying on the north side of County Road #387 a short distance west of County Road #35, being bounded on the south by County Road #387, on the west and north by other lands now or late of David L. Webber and on the east by other lands now or late of David L. Webber and lands now or late of Susan J. & Justin Al Comegys and being more particularly described in accordance with a survey by Earl D. Smith, Professional Land Surveyor, dated 1/30/92, as follows, to wit:

BEGINNING at a point in the centerline of County Road #387 at a corner for this lot and for lands now or late of Susan J. & Justin Al Comegys, said point of beginning being a distance of 1,308.00 feet as measured in a westerly direction from the intersection of the centerline of County Road #35 with the centerline of County Road #387; thence running from said point of beginning with the centerline of County Road #387, on the following two (2) courses: (1) running in a westerly direction curving to the left on the arc of a circle having a radius of 417.91 feet an arc distance of 263.31 feet; thence (2) South 78 deg. 36 min. 45 sec. West 487.02 feet to a point at a corner for this lot and for other lands now or late of David L. Webber; thence running with said other lands now or late of David L. Webber; thence running with said other lands now or late of David L. Webber on the following four (4) courses: (1) North 17 deg. 24 min. 45 sec. East 541.20 feet; thence (2) North 55 deg. 54 min. 45 sec. East 344.85 feet; thence (3) South 27 deg. 50 min. 15 sec. East 97.35 feet; thence (4) South 60 deg. 35 min. 15 sec. East 412.09 feet to a point; thence continuing with said lands now or late of David L. Webber and lands now or late of Susan J. & Justin Al Comegys, South 18 deg. 17 min. 00 sec. West 373.98 feet to the point and place of beginning and containing 8.2358 acres of land, be the same more or less.

Parcel Two

ALL those several tracts, pieces and parcels of land comprising all that certain farm lying on the north side of the road leading from the Felton Frederica Road to the Harrington-Frederica Road, Kent County and State of Delaware, laid out and supposed to contain approximately 170 acres of land, more or less.

AND BEING the same lands and premises which were conveyed unto David L. Webber and Janet M. Webber, husband and wife, by deed of W. Truitt Webb and Viva E. Webb, husband and wife, dated and recorded February 27, 1970 in the aforesaid office in Deed Book F, Volume 26, Page 393.

EXCEPTING THEREFROM, the six lots described in Plot Book 21, Page 98, these lots having been previously conveyed to other parties and an eleven acre parcel sold to John Spieker, recorded in the aforesaid office in Deed Book B, Volume 45, Page 128.

**Webber Farm Deed Bk 517 P 308**

0 517PG308

03 JAN 23 8 50 AM

RCVD BY: BL MCKENNA  
KENT CO REG OF DEEDS  
DE DOC FEES PAID

001928

Parcel #SM-00-140.00-01-33.01-000  
#SM-00-140.00-01-34.00-000  
Prepared by: BARROS, McNAMARA, MALKIEWICZ  
& TAYLOR, P.A.  
2 West Loockerman Street  
Dover, DE 19904

**NO TITLE, LIEN SEARCH OR SURVEY MADE OR REQUESTED.**  
THIS DEED, made this 15<sup>th</sup> day of January, 2003,

BETWEEN, David L. Webber and Janet M. Webber, husband and wife, 1421 Roesville Road, Felton, Delaware 19943 parties of the first part,

and

David L. Webber, Trustee of The January 2003 David L. Webber Revocable Trust and Janet M. Webber, Trustee of The January 2003 Janet M. Webber Revocable Trust, Tenants in Common, 1421 Roesville Road, Felton, Delaware 19943, parties of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of (\$1.00), lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said party of the second part, its heirs and assigns,

**PARCEL 1**

ALL that certain lot, piece or parcel of land situated in South Murderkill Hundred, Kent County, State of Delaware, lying on the north side of County Road #387 a short distance west of County Road #35, being bounded on the south by County Road #387, on the west and north by other lands now or late of David L. Webber and on the east by other lands now or late of David L. Webber and lands now or late of Susan J. & Justin Al Comegys and being more particularly described in accordance with a survey by Earl D. Smith, Professional Land Surveyor, dated 1/30/92, as follows, to wit:

BEGINNING at a point in the centerline of County Road #387 at a corner for this lot and for lands now or late of Susan J. & Justin Al Comegys, said point of beginning being a distance of 1,308.00 feet as measured in a westerly direction from the intersection of the centerline of County Road #35 with the centerline of County Road #387; thence running from said point of beginning with the centerline of County Road #387, on the following two (2) courses: (1) running in a westerly direction curving to the left on the arc of a circle having a radius of 417.91 feet an arc distance of 263.31 feet; thence (2) South 78 deg. 36 min. 45 sec. West 487.02 feet to a point at a corner for this lot and for other lands now or late of David L. Webber; thence running with said other lands now or late of David L. Webber; thence running with said other lands now or late of David L. Webber on the following four (4) courses: (1) North 17 deg. 24 min. 45 sec. East 541.20 feet; thence (2) North 55 deg. 54 min. 45 sec. East 344.85 feet; thence (3) South 27 deg. 50 min. 15 sec. East 97.35 feet; thence (4) South 60 deg. 35 min. 15 sec. East 412.09 feet to a point; thence continuing

**Realty Transfer Tax Paid**

\$16 to Delaware 1.5% 2%

\$16 to KENT Rcvd by CJ

with said lands now or late of David L. Webber and lands now or late of Susan J. & Justin Al Comegys, South 18 deg. 17 min. 00 sec. West 373.98 feet to the point and place of beginning and containing 8.2358 acres of land, be the same more or less.

AND BEING the same lands and premises which were conveyed unto David L. Webber and Janet M. Webber, husband and wife, by deed of Elnora W. Meadows, Elnora W. Meadows, Administratrix of the Estate of Elizabeth May, Elnora W. Meadows, Administratrix of the Estate of Margaret Greenfield, Elnora W. Meadows, Administratrix of the Estate of Clarence E. May, Edna May Flamer, Clifford B. May, Benjamin F. Fullman, Sarah E. Spence, George Edward May, Crystal Perry, Valerie Adams, Stacey L. Pritchett, Anna Marie Johnson, a/k/a Anna Lee May and James Greenfield, dated February 14, 1992 and recorded February 18, 1992 in the Office of the Recorder of Deeds in and for Kent County, Delaware in Deed Book A, Volume 51, Page 273.

**Parcel Two**

ALL those several tracts, pieces and parcels of land comprising all that certain farm lying on the north side of the road leading from the Felton Frederica Road to the Harrington-Frederica Road, Kent County and State of Delaware, laid out and supposed to contain approximately 170 acres of land, more or less.

AND BEING the same lands and premises which were conveyed unto David L. Webber and Janet M. Webber, husband and wife, by deed of W. Truitt Webb and Viva E. Webb, husband and wife, dated and recorded February 27, 1970 in the aforesaid office in Deed Book F, Volume 26, Page 393.

EXCEPTING THEREFROM, the six lots described in Plot Book 21, Page 98, these lots having been previously conveyed to other parties and an eleven acre parcel sold to John Spieker, recorded in the aforesaid office in Deed Book B, Volume 45, Page 128.

Said Trustees shall have and hold the herein described property in fee simple and with full power and authority in said Trustees to sell, contract, exchange, convey, mortgage, encumber, lease, subdivide, or otherwise dispose of and deal with said property.

No party dealing with the Trustees in relation to said property in any manner whatsoever shall be obligated to (a) see to the application of any purchase money, rent or money borrowed or otherwise advanced on the property, (b) to see that the terms of this trust have been complied with, (c) to inquire into the authority, necessity or expediency of any act of the Trustees, or (d) be privileged to inquire into any of the terms of the trust agreement.

Every deed, mortgage, lease or trust or other instrument executed by the Trustees in relation to the property shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder (a) that at the time of the delivery thereof, this deed was in full force and effect, (b) that such instrument was executed in accordance with the trust, terms and conditions thereof and of the trust agreement and is binding upon all beneficiaries thereunder, (c) that the Trustees was/were duly authorized and empowered to execute and deliver every such instrument, and (d) if such

conveyance has been made by a successor or successors in trust, or a Trustee or Trustees have been substituted, that such successor or successors have been properly and are fully vested with all the right, title, estate, powers and duties of his or her predecessor in trust. The Trustees shall have no individual liability or obligation whatsoever arising from their ownership as Trustees of the legal title to said property or with respect to any act done or contract entered into or indebtedness incurred by their dealing with said property or in otherwise acting as such Trustees except only so far as said trust property and any trust funds in actual possession of the Trustees shall be applicable to the payment and discharge thereof.

IN WITNESS WHEREOF, the said parties of the first part has hereunto set their hand and seal the day and year first hereinbefore written.

Signed, Sealed and Delivered in the presence of:

[Signature]

David L. Webber (SEAL)  
David L. Webber

(see to both)

Janet M. Webber (SEAL)  
Janet M. Webber

State of Delaware )  
                          ) S.S.  
County of Kent     )

BE IT REMEMBERED, that on this 15<sup>th</sup> day of January, 2003, personally came before me, the Subscriber, David L. Webber and Janet M. Webber, husband and wife, parties of the first part to this Indenture, known to me personally to be such, and they acknowledged this Indenture to be their act and deed.

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

EDWARD R. MCHAMARA  
Attorney at Law with  
Power to act as Notary Public  
per 29 Del. C. § 4323 (a) (3)

[Signature]  
Notary Public



**GENERAL NOTES**

- THE OWNER/DEVELOPER UNDERSTANDS THAT THE TRACT DEPICTED HEREON MAY BE IMPACTED BY WETLANDS REGULATED BY THE ARMY CORPS OF ENGINEERS AND IS ADVISED TO CONTACT THE ARMY CORPS OF ENGINEERS FOR INFORMATION AND GUIDANCE IN REGARD TO JURISDICTIONAL DETERMINATIONS AND FEDERAL PERMITS PRIOR TO THE START OF CONSTRUCTION.
- A SIX (6) FOOT HIGH OPAQUE BARRIER SHALL BE INSTALLED ALONG ANY PROPERTY LINE THAT ADJOINS A PROPERTY WITH AN AGRICULTURAL USE.
- ANNOTATED BUFFERS MUST BE DEPICTED ON SALES BROCHURES, SITE MAPS AND APPLICABLE DEEDS. POTENTIAL PURCHASERS OF AFFECTED LOTS WITH BUFFERS, MUST SIGN AN ACKNOWLEDGMENT OF SAID BUFFERS PRIOR TO SETTLEMENT AND A COPY OF THIS SIGNED ACKNOWLEDGMENT MUST BE SENT TO THE KENT COUNTY PLANNING DEPARTMENT.
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL CONFORM TO THE DELAWARE EROSION AND SEDIMENT CONTROL HANDBOOK, DATED 1984.
- THE KENT CONSERVATION DISTRICT RESERVES THE RIGHT TO ADD, MODIFY OR DELETE ANY EROSION AND SEDIMENT CONTROL MEASURES AS IT DEEMS NECESSARY.
- THE KENT CONSERVATION DISTRICT RESERVES THE RIGHT TO ENTER PRIVATE PROPERTY FOR PURPOSES OF PERIODIC SITE INSPECTION.
- DECLARANT HEREBY GRANTS TO THE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL, DIVISION OF SOIL AND WATER CONSERVATION SEDIMENT AND STORMWATER PROGRAM OR ITS DELEGATED AGENCY, THE RIGHT, PRIVILEGE, AND AUTHORITY TO ENTER UPON SAID PREMISES AND INSPECT STORMWATER MANAGEMENT AREAS WITHIN STORMWATER MANAGEMENT EASEMENTS. IN EVENT THAT THE DELEGATED AGENCY DETERMINES THAT MAINTENANCE IS REQUIRED WITHIN SAID STORMWATER MANAGEMENT AREAS, ALL EXPENSES SHALL BE THE RESPONSIBILITY OF THE MAINTENANCE CORPORATION.
- OWNER AND/OR DEVELOPER WILL BE RESPONSIBLE FOR SEDIMENT AND STORMWATER CONTROLS DURING CONSTRUCTION, AND FOR LONG-TERM MAINTENANCE OF STORMWATER CONTROLS UNTIL SUCH TIME AS THE DEVELOPMENT HAS BEEN COMPLETED AND KENT CONSERVATION DISTRICT HAS APPROVED ALL SEDIMENT AND STORMWATER IMPROVEMENTS. AFTER THE OWNER/DEVELOPER IS RELEASED BY KCD FROM FURTHER RESPONSIBILITY, THEN THE STORMWATER MANAGEMENT AREAS SHALL BECOME PART OF THE KENT COUNTY STORMWATER MAINTENANCE DISTRICT.
- ALL LOTS WITHIN THIS DEVELOPMENT SHALL HAVE ACCESS FROM INTERNAL SUBDIVISION STREETS ONLY. DIRECT ACCESS TO COUNTY ROADS FROM INDIVIDUAL LOTS IS PROHIBITED.
- ALL ROADWAYS SHALL BE CONSTRUCTED TO THE STATE OF DELAWARE, DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS AND SHALL BE DEDICATED TO PUBLIC USE.
- ALL ENTRANCES SHALL CONFORM TO THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS AND WILL BE SUBJECTED TO ITS APPROVAL.
- SUBDIVISION STREETS CONSTRUCTED WITHIN THE LIMITS OF THE RIGHT-OF-WAY DEDICATED TO PUBLIC USE SHOWN ON THIS PLAN ARE TO BE MAINTAINED BY THE STATE OF DELAWARE FOLLOWING THE COMPLETION OF THE STREETS BY THE DEVELOPER TO THE SATISFACTION OF THE STATE. THE STATE ASSUMES NO RESPONSIBILITIES WITHIN THE DEDICATED STREET RIGHT-OF-WAY UNTIL THE STREETS HAVE BEEN ACCEPTED BY THE STATE.
- SUBDIVISION SIGNS WILL NOT BE PERMITTED WITHIN THE DEDICATED RIGHTS-OF-WAY.
- ALL TRANSIT AND SCHOOL BUS REQUIREMENTS SHALL BE COMPLETED IN ACCORDANCE WITH THE KENT COUNTY ZONING CODE AND SUBDIVISION REGULATIONS.
- ALL ELECTRICAL, TELEPHONE, TV CABLE, COMMUNICATIONS, ETC. LINES AND CABLES SHALL BE PLACED UNDERGROUND.
- ALL PUBLIC UTILITIES NOT LOCATED WITHIN COUNTY ROAD RIGHT-OF-WAY SHALL BE CONTAINED WITHIN A PUBLIC DRAINAGE AND UTILITY EASEMENT.
- ALL FIRE LANES, FIRE HYDRANTS, EXITS, STANDPIPES, AND SPRINKLER SHALL BE MARKED IN ACCORDANCE WITH THE STATE FIRE PREVENTION REGULATIONS, DATED SEPTEMBER 1, 2021.
- NO CERTIFICATES OF OCCUPANCY WILL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL ALL REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED, CONSTRUCTED OR PLACED FOR THE LOT FOR WHICH THE OCCUPANCY PERMIT IS TO BE ISSUED IN A MANNER ACCEPTABLE TO KENT COUNTY AND THE STATE OF DELAWARE, OR UNTIL THE DEVELOPER FILES A PERFORMANCE BOND OR OTHER GUARANTEE WITH THE COUNTY FOR ANY UNCOMPLETED PUBLIC OR PRIVATE STREET OR IMPROVEMENTS.
- NO CERTIFICATES OF OCCUPANCY WILL BE ISSUED FOR ANY LOT UNTIL ALL STREET SIGNS ARE IN PLACE FOR THE STREETS LEADING FROM THE ENTRANCE TO THE DEVELOPMENT TO THE LOT FOR WHICH THE PERMIT IS TO BE ISSUED.
- A HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED FOR, BUT NOT LIMITED TO, ALL FUTURE MAINTENANCE AND REPAIRS OF ALL STORMWATER MANAGEMENT FACILITIES, SUBDIVISION ENTRANCE SIGNS, AND ALL OPEN SPACE AREAS TO BEGIN AT THE COMPLETION OF THE PROJECT.
- DECLARANT HEREBY GRANTS KENT COUNTY, ITS ASSIGNS AND SUCCESSORS, THE RIGHT, PRIVILEGE AND AUTHORITY TO ENTER UPON SAID PREMISES AND INSPECT ALL OPEN SPACES FOR CONFORMITY WITH THE PROVISIONS OF THE KENT COUNTY CODE AND WITH ALL CONDITIONS OF APPROVAL IMPOSED UPON THIS SUBDIVISION. MAINTENANCE OF THE OPEN SPACES AND ALL EXPENSES OF MAINTENANCE SHALL BE BY THE HOMEOWNERS ASSOCIATION. IN THE EVENT THE HOMEOWNERS ASSOCIATION FAILS TO MAINTAIN THE OPEN SPACE ACCORDING TO THE STANDARDS OF THE KENT COUNTY CODE AND IN ACCORDANCE WITH THE RECORDED OR APPROVED PLAN, THE COUNTY MAY, FOLLOWING REASONABLE NOTICE DEMAND THE DEFICIENCY OF MAINTENANCE BE CORRECTED AND/OR ENTER THE OPEN SPACE AREA TO MAINTAIN SAME. THE COST OF SUCH MAINTENANCE SHALL BE CHARGED TO THE HOMEOWNERS ASSOCIATION. THIS PROVISION IS FURTHER TO CHAPTER 101, SUBDIVISION AND LAND DEVELOPMENT, OF THE KENT COUNTY CODE, AS AMENDED.
- NO REVISION OR RE-RECORDATION WILL BE MADE TO ANY RECORDED SUBDIVISION IN KENT COUNTY WITHOUT THE WRITTEN APPROVAL OF ALL (100%) OWNERS ADJACENT TO OR SHARE A COMMON BOUNDARY WITH THE PROPOSED REVISION IN ADDITION TO 25% OF THE LOT OWNERS WITHIN THE ENTIRE SUBDIVISION.
- THE WETLANDS SHOWN ON THIS PLAN ARE FROM WETLAND EVALUATION PERFORMED IN NOVEMBER 2021 BY GEO-TECHNOLOGY ASSOCIATES, INC. (GTA).
- MONUMENTS SHALL BE SET IN PLACE ON EACH CORNER OF EACH BUILDING LOT PRIOR TO FINAL SETTLEMENT OF EACH LOT.
- EXISTING TOPOGRAPHIC INFORMATION BASED ON FIELD SURVEY PERFORMED BY MRA IN MARCH 2022. ADDITIONAL OFFSITE AREAS SUPPLEMENTED BY GIS CONTOURS OBTAINED THROUGH STATE OF DELAWARE (FIRST MAP / DATUM). ALL SURVEY IS BASED UPON NAD 83 / NAVD 88.
- THIS PROPERTY IS LOCATED IN THE VICINITY OF LAND USED PRIMARILY FOR AGRICULTURAL PURPOSES ON WHICH AGRICULTURAL USES AND ACTIVITIES HAVE BEEN AFFORDED THE HIGHEST PRIORITY USE STATUS. IT CAN BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY NOW OR IN THE FUTURE INVOLVE NOISE, DUST, MANURE AND OTHER ODORS, THE USE OF AGRICULTURAL CHEMICALS AND NIGHTTIME FARM OPERATIONS.
- ALL ACTIVE OPEN SPACE AREAS, EXCLUSIVE OF IMPROVEMENTS AND PLAY EQUIPMENT AREAS, SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE SPECIFICATIONS OF APPENDIX B, ACTIVE OPEN SPACE CONSTRUCTION AND MAINTENANCE STANDARDS, TO BE MADE PART OF THE MAINTENANCE DECLARATION.
- THIS PROJECT IS NOT LOCATED WITHIN THE 100-YEAR FLOOD PLAIN AS SHOWN ON FEMA FIRM MAP PANEL #10001C0263J, #10001C0245J, & #10001C0335J, EFFECTIVE 7/1/2014.

# WEBBER FARM PRELIMINARY PLAN



## KENT COUNTY, DELAWARE

**LEGEND**

- EXISTING PROPERTY LINE
- EXISTING MONUMENT
- PROPOSED R/W LINE
- PROPOSED LOT LINE

**SITE DATA:**

TAX PARCEL: 8-00-14000-01-3400-00001  
8-00-14000-01-3301-00001

SITE ADDRESS: 1421 ROESVILLE ROAD  
FELTON, DE 19443

OWNER: DAVID WEBBER,  
REV. TRUST OF D. WEBBER AND J. WEBBER  
6411 CHINA BACK LANE  
MEGGETT, SC 29444

APPLICANT: K. HOVNIANIAN DELAWARE DIVISION, INC.,  
2449 SOUTH DUPONT BOULEVARD, SUITE G  
SHYRNA, DE 19471

EXIST. ZONING: AC (INSIDE GROWTH ZONE)

PROP. ZONING: AC

SITE ACREAGE: 140.6 AC. ± TOTAL

EXIST. USE: AGRICULTURAL

PROP. USE: 203 SINGLE FAMILY DETACHED LOTS  
MIN. LOT AREA = 10,000 SF  
AVG. LOT AREA = 11,644 SF  
MAX. LOT AREA = 23,864 SF

PROP. DENSITY: 1.44 DU/AC

WATER: PUBLIC - ARTESIAN

SANITARY SEWER: PUBLIC - KENT COUNTY  
LOCATED INSIDE KCSDD NO. 1

MONUMENTS: FOUND: 6  
PROPOSED: 0

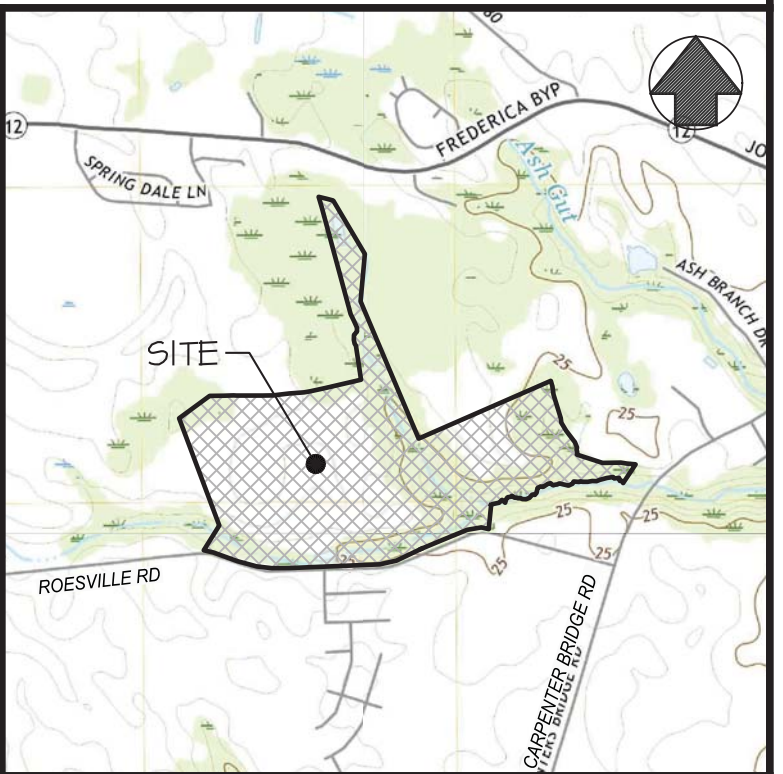
PROPOSED SLOPES: 0.5 - 14.9%

AREA BREAKDOWN:  
LOTS: 54.3 AC. ±  
PUBLIC ROW: 15.4 AC. ±  
TOTAL OPEN SPACE: 60.2 AC. ±  
ACTIVE OPEN SPACE: 2.5 AC. ±  
STORMWATER MANAGEMENT: 3.60 AC. ±  
WETLANDS: 16.0 AC. ±  
EXISTING WOODLAND: 53.66 AC. ±  
WOODLAND PRESERVATION: 34.10 AC. ±  
MAX. % IMPERVIOUS COVER: 30%



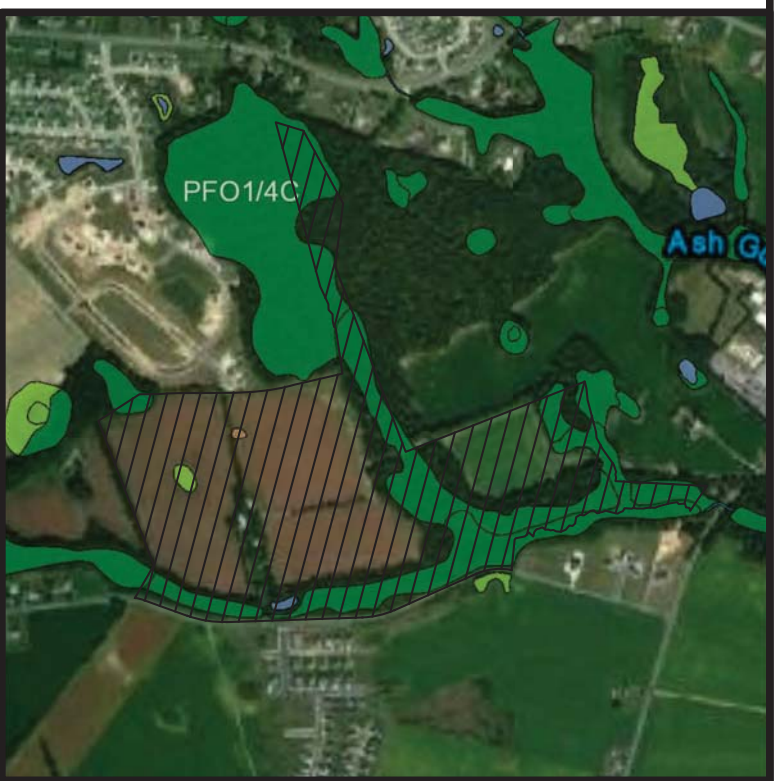
**SOILS MAP**

SCALE: 1"=2000'



**VICINITY MAP**

SCALE: 1"=2000'



**WETLANDS MAP**

SCALE: 1"=1,500'

**WETLANDS CERTIFICATION**

THE WETLANDS SHOWN ON THIS PLAN ARE FROM A PRELIMINARY WETLAND EVALUATION PERFORMED IN NOVEMBER 2021 BY GEO-TECHNOLOGY ASSOCIATES, INC.

ANDY STANSFIELD, GEO-TECHNOLOGY ASSOCIATES, INC. DATE

**OWNER CERTIFICATION**

I HEREBY CERTIFY THAT I AM THE EQUITABLE OWNER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN, THAT THE PLAN WAS MADE AT MY DIRECTION, THAT ALL STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC USE AND THAT ALL PROPOSED MONUMENTS AND MARKERS SHOWN HEREON WILL BE SET AT THE LOCATION INDICATED, THAT I ACKNOWLEDGE THE SAME TO BE MY ACT AND DESIRE THE PLAN TO BE RECORDED ACCORDING TO LAW.

MR. MIKE IRONS, K. HOVNIANIAN HOMES DATE

**ENGINEER'S CERTIFICATION**

I, PHILLIP L. TOLLIVER, HEREBY CERTIFY THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

PHILLIP L. TOLLIVER, P.E. DATE

TRAFFIC GENERATION - ROESVILLE ROAD (K387) (FULL MOVEMENT)	
	<p><b>ROAD TRAFFIC DATA</b></p> <p>FUNCTIONAL CLASSIFICATION: ROESVILLE ROAD (K387) - LOCAL POSTED SPEED LIMIT: 50 MPH AADT = 393 TRIPS (FROM 2021 DELDOT TRAFFIC SUMMARY) 10-YEAR PROJECTED AADT = 1.16 x 393 TRIPS = 456 TRIPS 10-YEAR PROJECTED AADT + SITE AADT = 2392 TRIPS</p> <p>TRAFFIC PATTERN GROUP - 7 (FROM 2021 DELDOT TRAFFIC SUMMARY) K-FACTOR = 16.4, D-FACTOR = 60.9, TRUCK % = 10.8 SU, 1.8 COMBO (FROM 2021 DELDOT TRAFFIC SUMMARY)</p> <p><b>SITE TRAFFIC DATA</b></p> <p>SOURCE: ITE TRIP GENERATION MANUAL 11th EDITION 203 SINGLE FAMILY DETACHED (210) ONE ENTRANCE - FULL MOVEMENT DESIGN VEHICLE = SU-30 203 - SINGLE-FAMILY DETACHED HOUSING UNITS = 1,936 ADT (968 ENTER/968 EXIT) 142 AM PEAK (37 ENTER/105 EXIT), 193 PM PEAK (121 ENTER/72 EXIT) DIRECTIONAL DISTRIBUTION: 68% FROM THE EAST 32% FROM THE WEST PEAK HOUR HV% OF PROPOSED SITE = 5%</p>

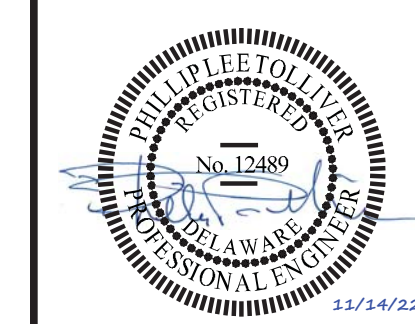
**INDEX**

- SHEET 1 TITLE SHEET
- SHEET 2 OVERALL PLAN
- SHEET 3 DETAILED PLAN
- SHEET 4 DETAILED PLAN
- SHEET 5 EASEMENT PLAN
- SHEET 6 EASEMENT PLAN
- SHEET 7 PRELIMINARY GRADINGS & UTILITY PLAN
- SHEET 8 PRELIMINARY GRADINGS & UTILITY PLAN
- SHEET 9 PRELIMINARY LANDSCAPE PLAN
- SHEET 10 PRELIMINARY LANDSCAPE PLAN



**MORRIS & RITCHIE ASSOCIATES, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

18 BOULDEN CIRCLE, SUITE 36  
WILMINGTON, DE 19720  
(302) 326-2200  
FAX: (302) 326-2399  
MRAGTA.COM



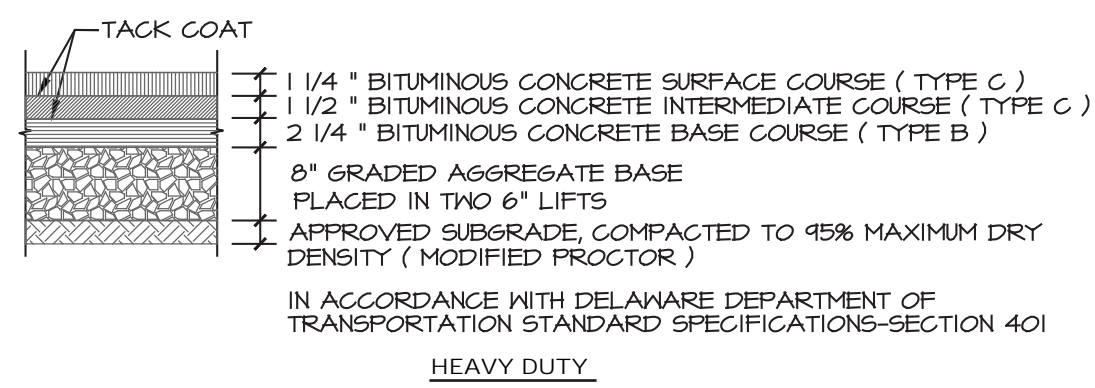
**PRELIMINARY PLAN  
TITLE SHEET**  
FOR  
**WEBBER FARM**

ENGINEER'S SEAL SOUTH MURDERKILL HUNDRED KENT COUNTY, DE

DATE	REVISIONS	JOB NO.: 21506
		SCALE: AS NOTED
		DATE: 11/11/2022
		DRAWN BY: DPS
		DESIGN BY: DPS
		REVIEW BY: CWB
		SHEET: 1 OF 10

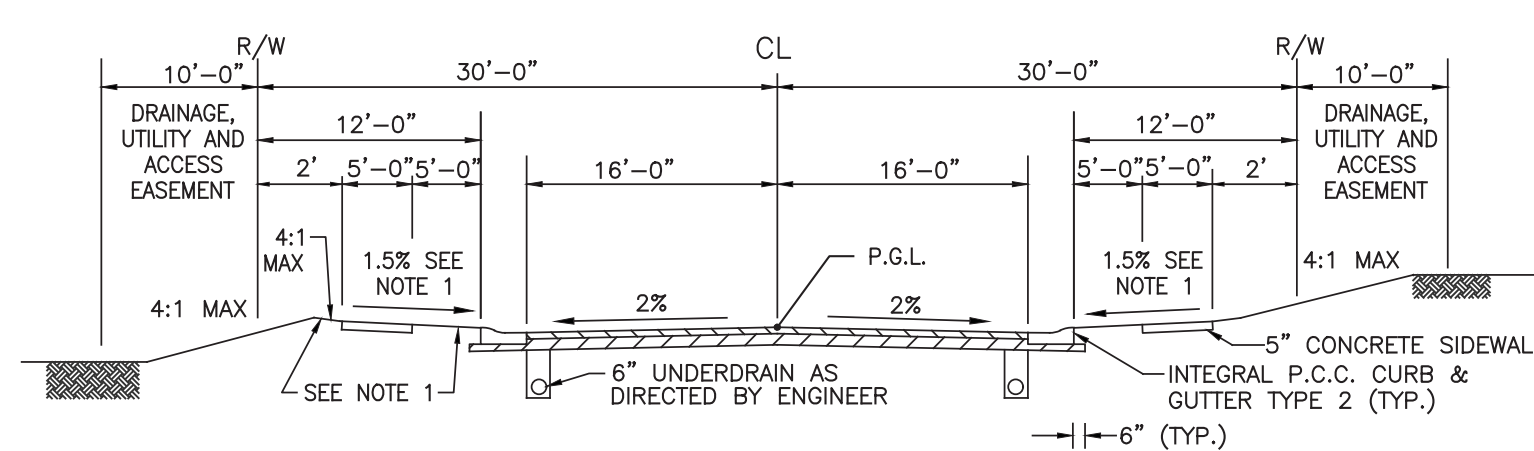
**PLAT**





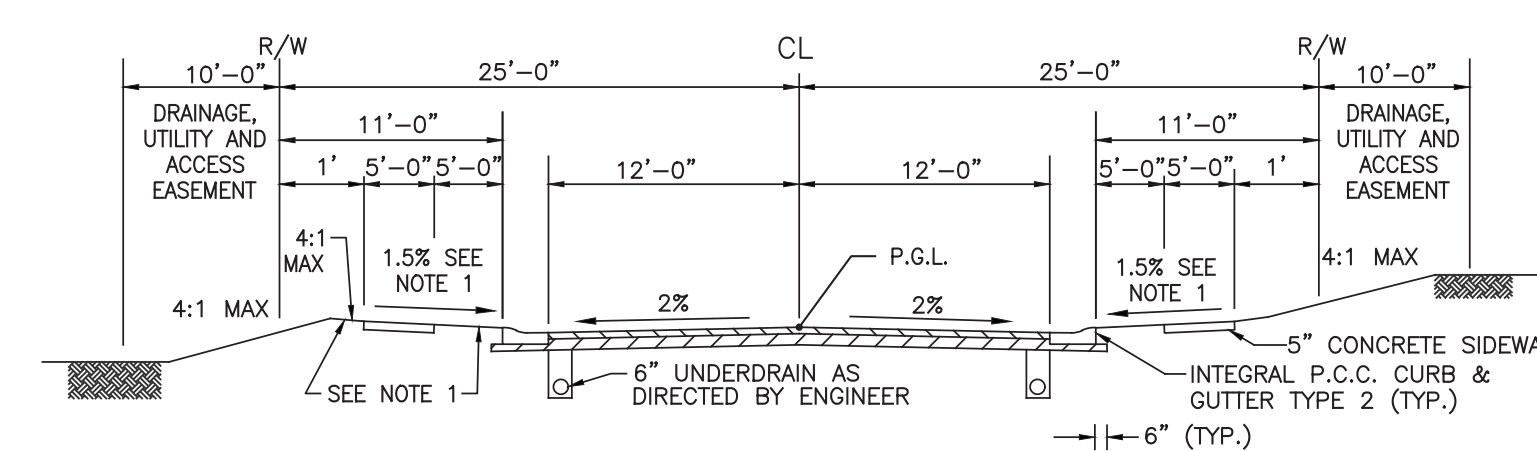
**PAVING SECTIONS**

NOT TO SCALE



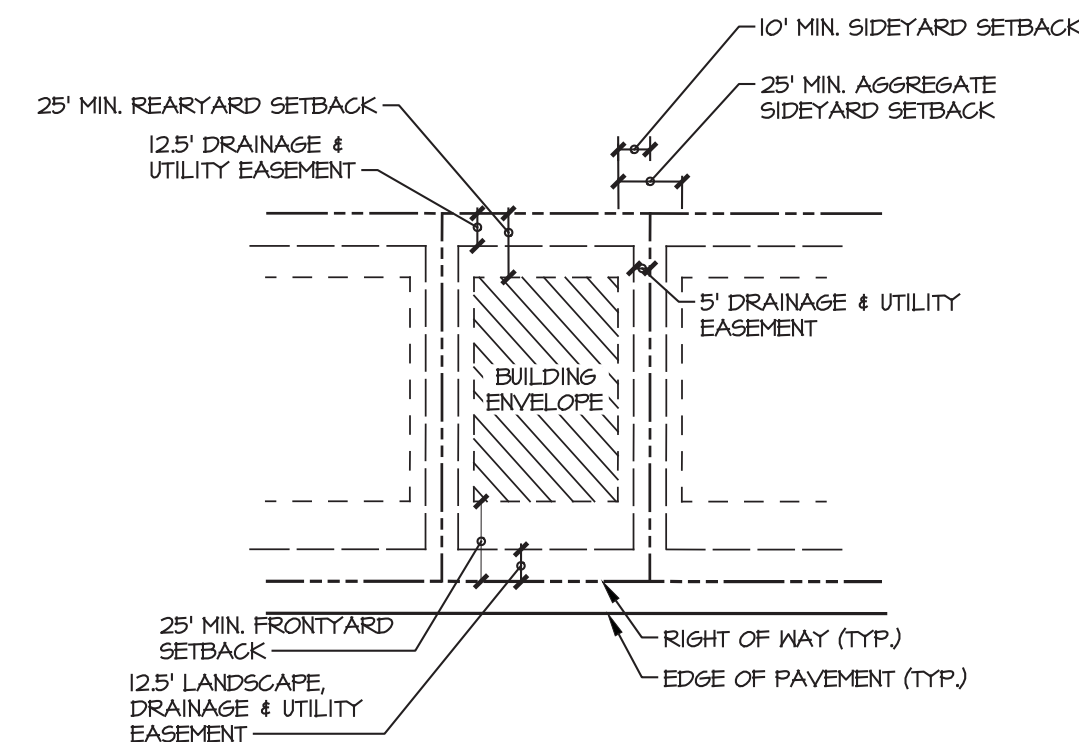
**TYPICAL 60' R/W STREET SECTION - TYPE II**

NOT TO SCALE



**TYPICAL 50' R/W STREET SECTION - TYPE I**

NOT TO SCALE



**TYPICAL LAYOUT SINGLE FAMILY LOT**

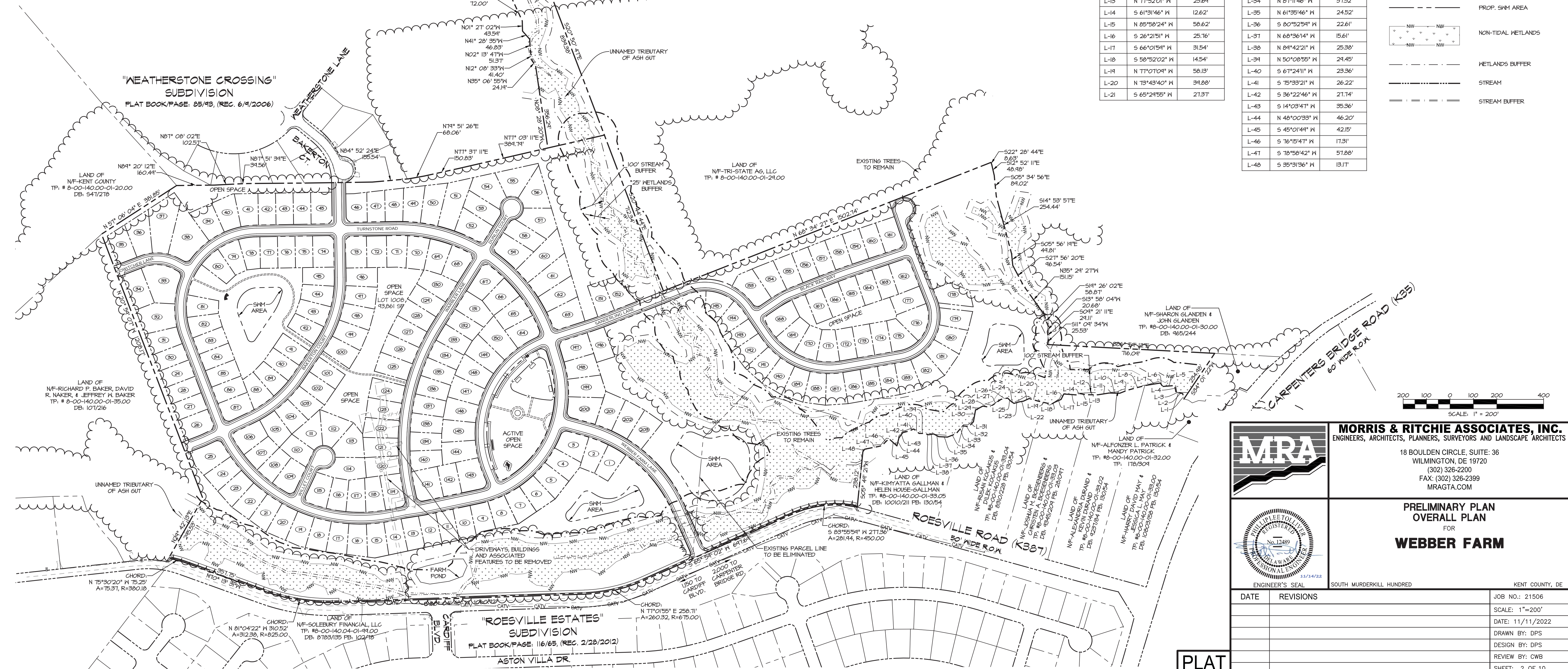
NOT TO SCALE

LINE	BEARING	DISTANCE
L-22	S 80°34'21" W	19.36'
L-1	N 13°00'08" W	23.46'
L-2	N 78°57'08" W	16.33'
L-3	N 85°42'00" W	12.00'
L-4	N 12°00'07" W	30.48'
L-5	S 85°40'50" W	51.08'
L-6	N 35°24'24" W	18.11'
L-7	S 80°35'00" W	65.73'
L-8	S 75°08'52" W	77.42'
L-9	S 68°34'04" W	35.75'
L-10	N 88°42'32" W	45.36'
L-11	S 80°54'22" W	48.12'
L-12	N 84°47'11" W	53.52'
L-13	N 77°52'01" W	23.64'
L-14	S 61°31'46" W	12.62'
L-15	N 85°58'24" W	58.62'
L-16	S 26°12'51" W	25.76'
L-17	S 66°01'54" W	31.54'
L-18	S 58°52'02" W	14.54'
L-19	N 77°07'04" W	58.13'
L-20	N 73°43'40" W	34.88'
L-21	S 65°24'55" W	21.37'

LINE	BEARING	DISTANCE
L-22	S 80°34'21" W	19.36'
L-23	S 73°13'38" W	21.98'
L-24	N 56°14'55" W	14.34'
L-25	N 45°32'10" W	21.23'
L-26	S 74°21'45" W	27.94'
L-26	S 55°44'03" W	60.61'
L-27	N 80°17'30" W	28.91'
L-28	S 61°15'26" E	35.37'
L-29	S 10°16'01" W	50.74'
L-30	S 43°24'00" W	28.24'
L-31	N 83°05'04" W	26.06'
L-32	S 40°24'17" W	43.94'
L-33	S 68°30'14" W	34.83'
L-34	N 87°11'46" W	37.52'
L-35	N 61°35'46" W	24.52'
L-36	S 80°52'54" W	22.61'
L-37	N 68°36'14" W	15.61'
L-38	N 84°42'21" W	25.38'
L-39	N 50°08'55" W	24.45'
L-40	S 67°24'11" W	23.36'
L-41	S 75°33'21" W	26.22'
L-42	S 36°22'46" W	27.74'
L-43	S 14°03'47" W	35.36'
L-44	N 48°00'33" W	46.20'
L-45	S 45°01'44" W	42.15'
L-46	S 76°15'47" W	17.31'
L-47	S 78°58'42" W	57.88'
L-48	S 35°13'36" W	13.17'

**LEGEND**

- EXIST. PARCEL BOUNDARY
- EXIST. RIGHT-OF-WAY
- EXIST. LOT LINE
- EXIST. WOODS
- EXIST. WOODS TO REMAIN
- PROP. LOT LINE
- PROP. RIGHT-OF-WAY
- PROP. ROAD CENTERLINE
- PROP. SKM AREA
- NON-TIDAL WETLANDS
- WETLANDS BUFFER
- STREAM
- STREAM BUFFER



**MORRIS & RITCHIE ASSOCIATES, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

18 BOULDEN CIRCLE, SUITE 36  
WILMINGTON, DE 19720  
(302) 326-2200  
FAX: (302) 326-2399  
MRAGTA.COM

**PROFESSIONAL ENGINEER**

12489

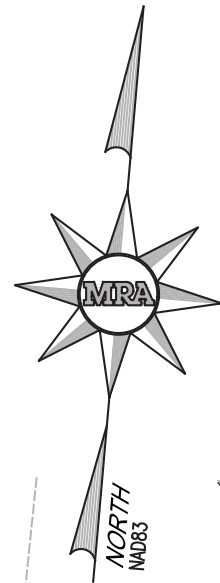
12/14/23

ENGINEER'S SEAL

**PRELIMINARY PLAN**  
**OVERALL PLAN**  
FOR  
**WEBBER FARM**

DATE	REVISIONS	JOB NO.: 21506
		SCALE: 1"=200'
		DATE: 11/11/2022
		DRAWN BY: DPS
		DESIGN BY: DPS
		REVIEW BY: CWB
		SHEET: 2 OF 10





LAND OF  
NF-KENT COUNTY  
TP. # 8-00-140.00-01-20.00  
DB: 541727B

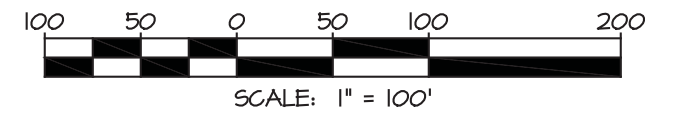
"WEATHERSTONE  
CROSSING"  
SUBDIVISION

THIS PORTION OF THE SUBJECT  
PROPERTY IS TO REMAIN UNDISTURBED  
AS PART OF THE PROJECT

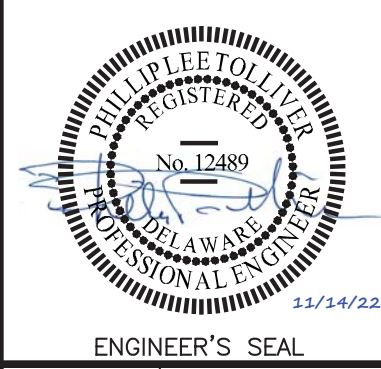
- LEGEND**
- EXIST. PARCEL BOUNDARY
  - EXIST. RIGHT-OF-WAY
  - EXIST. LOT LINE
  - EXIST. MOODS
  - EXIST. MOODS TO REMAIN
  - PROP. LOT LINE
  - PROP. RIGHT-OF-WAY
  - PROP. ROAD CENTERLINE
  - PROP. SHM AREA
  - PROP. EASEMENT
  - NW NW  
NW NW  
NON-TIDAL WETLANDS
  - WETLANDS BUFFER
  - STREAM
  - STREAM BUFFER



MATCHLINE SEE SHEET 4



**MORRIS & RITCHIE ASSOCIATES, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS  
18 BOULDEN CIRCLE, SUITE 36  
WILMINGTON, DE 19720  
(302) 326-2200  
FAX: (302) 326-2399  
MRAGTA.COM  
© 2022 MORRIS & RITCHIE ASSOCIATES, INC.



**PRELIMINARY PLAN  
DETAILED PLAN**  
FOR  
**WEBBER FARM**

DATE	REVISIONS	JOB NO.: 21506
		SCALE: 1"=100'
		DATE: 11/11/2022
		DRAWN BY: DPS
		DESIGN BY: DPS
		REVIEW BY: CWB
		SHEET: 3 OF 10

"ROESVILLE  
ESTATES"  
SUBDIVISION **PLAT**

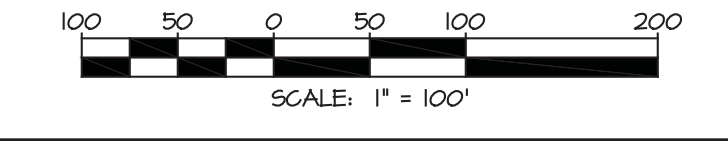
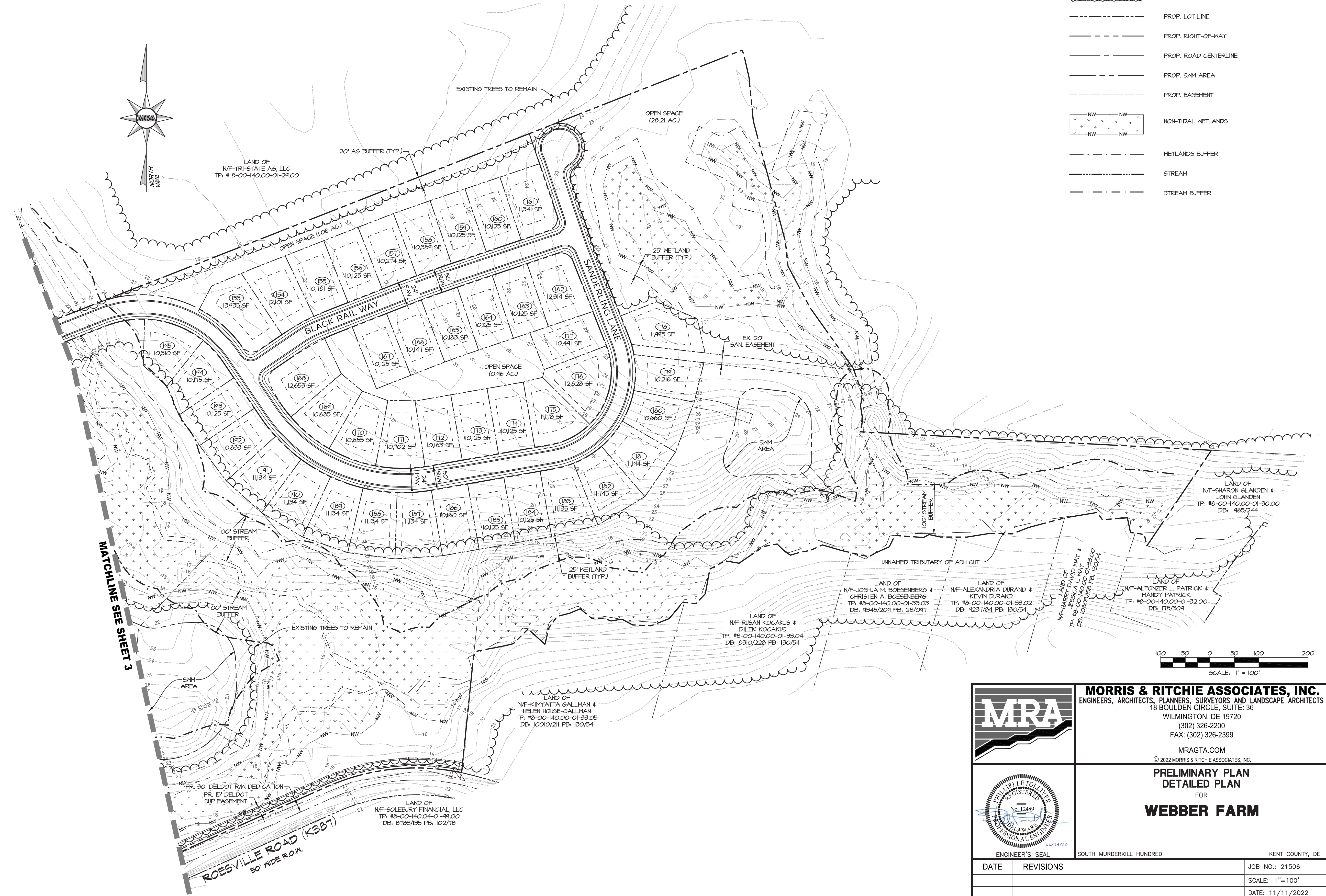
ROESVILLE ROAD (K367)  
50' WIDE R.O.W.

PR. 15' DELDOT SUP EASEMENT  
PR. 30' DELDOT R/W DEDICATION

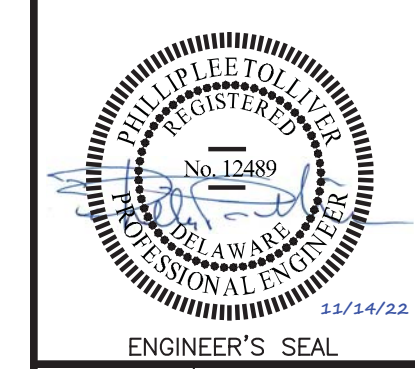


**LEGEND**

- EXIST. PARCEL BOUNDARY
- EXIST. RIGHT-OF-WAY
- EXIST. LOT LINE
- EXIST. WOODS
- EXIST. WOODS TO REMAIN
- PROP. LOT LINE
- PROP. RIGHT-OF-WAY
- PROP. ROAD CENTERLINE
- PROP. SWM AREA
- PROP. EASEMENT
- NON-TIDAL WETLANDS
- WETLANDS BUFFER
- STREAM
- STREAM BUFFER



**MORRIS & RITCHIE ASSOCIATES, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS  
18 BOULDEN CIRCLE, SUITE: 36  
WILMINGTON, DE 19720  
(302) 326-2200  
FAX: (302) 326-2399  
MRAGTA.COM  
© 2022 MORRIS & RITCHIE ASSOCIATES, INC.



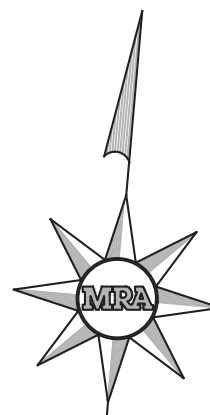
**PRELIMINARY PLAN  
DETAILED PLAN**  
FOR  
**WEBBER FARM**

ENGINEER'S SEAL SOUTH MURDERKILL HUNDRED KENT COUNTY, DE

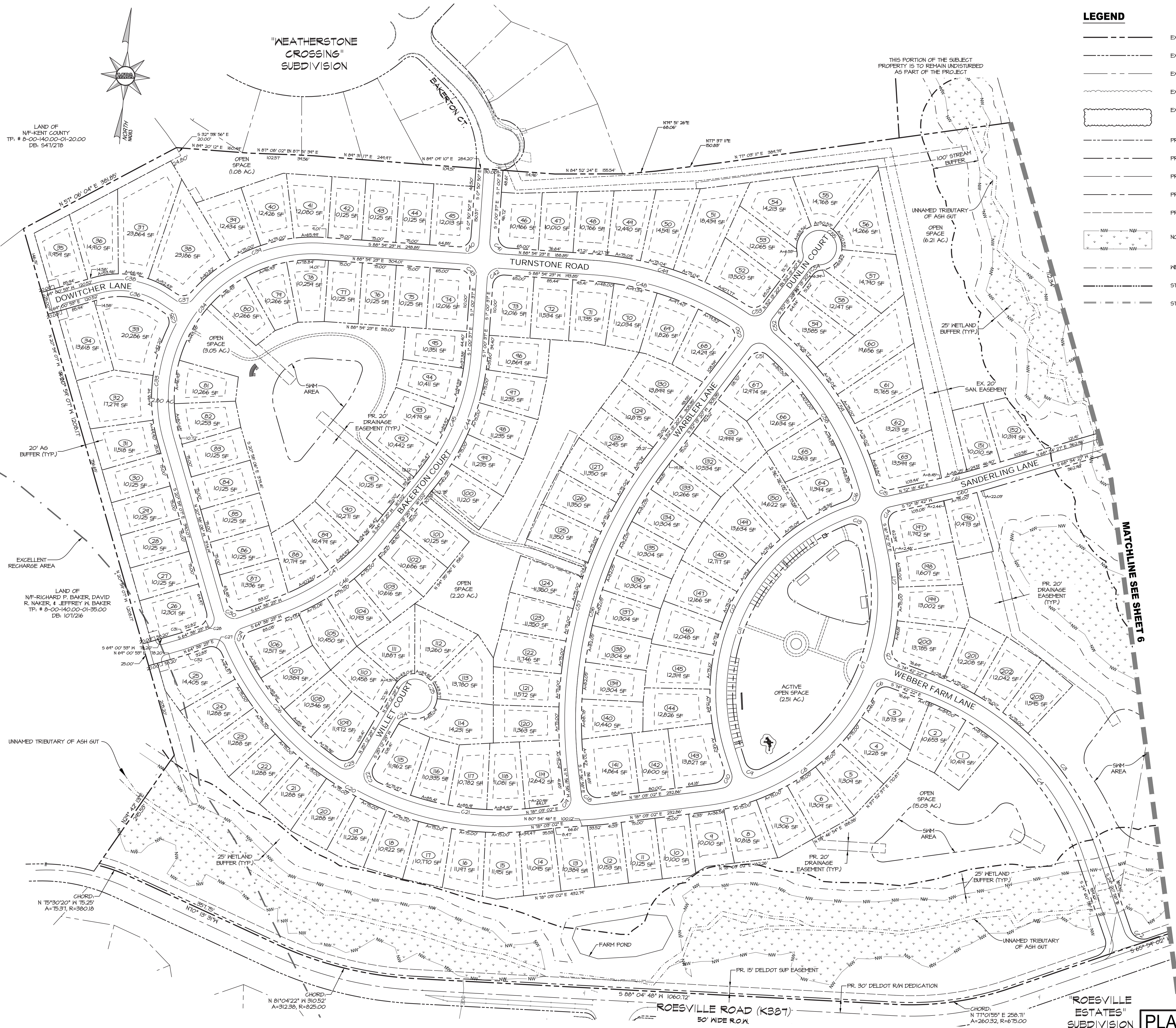
DATE	REVISIONS	JOB NO.: 21506
		SCALE: 1"=100'
		DATE: 11/11/2022
		DRAWN BY: DPS
		DESIGN BY: DPS
		REVIEW BY: CWB
		SHEET: 4 OF 10

**PLAT**





"WEATHERSTONE CROSSING" SUBDIVISION

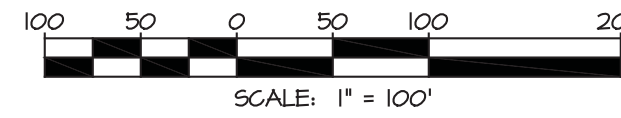


LEGEND

- EXIST. PARCEL BOUNDARY
- EXIST. RIGHT-OF-WAY
- EXIST. LOT LINE
- EXIST. WOODS
- EXIST. WOODS TO REMAIN
- PROP. LOT LINE
- PROP. RIGHT-OF-WAY
- PROP. ROAD CENTERLINE
- PROP. SHM AREA
- PROP. EASEMENT
- NON-TIDAL WETLANDS
- WETLANDS BUFFER
- STREAM
- STREAM BUFFER

RIGHT-OF-WAY CURVE TABLE

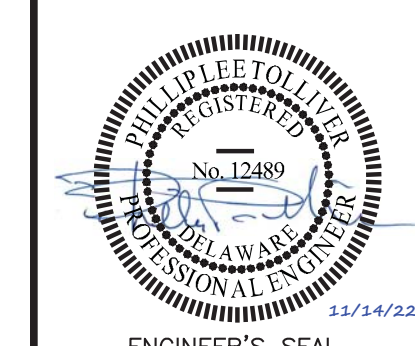
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C-1	30.00'	471.2'	N 20° 54' 02" E	42.43'
C-2	30.00'	471.2'	S 64° 00' 58" E	42.43'
C-3	630.00'	303.94'	S 37° 50' 13" E	301.00'
C-4	570.00'	504.28'	S 44° 21' 40" E	488.00'
C-5	25.00'	36.54'	S 32° 49' 56" E	33.37'
C-6	25.00'	36.54'	N 63° 25' 13" E	33.37'
C-7	420.00'	562.24'	N 21° 48' 46" E	521.14'
C-8	480.00'	473.37'	N 44° 41' 54" E	454.42'
C-9	25.00'	42.44'	S 71° 12' 03" E	37.53'
C-10	25.00'	42.44'	N 26° 04' 17" E	37.53'
C-11	400.00'	600.20'	S 20° 25' 11" N	545.46'
C-12	450.00'	684.30'	N 21° 14' 03" E	623.86'
C-13	25.00'	43.66'	N 66° 33' 54" N	36.32'
C-14	25.00'	38.77'	S 27° 53' 14" N	35.00'
C-15	25.00'	37.56'	S 64° 34' 07" E	34.12'
C-16	25.00'	38.04'	N 21° 36' 44" E	34.47'
C-17	480.00'	52.24'	S 07° 48' 13" E	15.84'
C-18	25.00'	34.27'	S 56° 56' 58" E	35.36'
C-19	25.00'	34.27'	N 33° 03' 02" E	35.36'
C-20	675.00'	854.04'	S 65° 42' 11" E	748.20'
C-21	625.00'	353.16'	S 85° 45' 42" E	348.48'
C-22	25.00'	41.36'	S 22° 11' 02" E	36.80'
C-23	25.00'	41.36'	N 72° 35' 41" E	36.80'
C-24	25.00'	30.71'	S 60° 24' 17" N	28.88'
C-25	50.00'	218.57'	S 24° 30' 43" E	81.68'
C-26	625.00'	325.86'	S 45° 04' 37" E	322.14'
C-27	25.00'	37.48'	S 72° 24' 30" E	34.07'
C-28	25.00'	37.36'	S 21° 44' 38" N	33.48'
C-29	25.00'	41.36'	S 17° 14' 54" N	36.80'
C-30	25.00'	41.36'	N 68° 10' 22" N	36.80'
C-31	275.00'	21.00'	S 66° 44' 38" N	20.94'
C-32	325.00'	24.82'	N 66° 44' 38" E	24.81'
C-33	355.00'	260.84'	S 00° 04' 06" N	255.06'
C-34	305.00'	543.65'	N 33° 13' 48" E	504.28'
C-35	25.00'	35.91'	S 20° 05' 52" E	32.45'
C-36	150.00'	130.03'	S 86° 04' 05" E	126.00'
C-37	25.00'	35.91'	S 77° 27' 47" N	32.45'
C-38	200.00'	173.37'	N 86° 04' 05" N	168.00'
C-39	355.00'	326.81'	S 62° 37' 00" N	315.34'
C-40	25.00'	34.20'	S 44° 04' 17" N	35.30'
C-41	25.00'	34.27'	S 46° 00' 37" E	35.36'
C-42	25.00'	34.27'	S 43° 54' 23" N	35.36'
C-43	25.00'	34.27'	S 46° 00' 37" E	35.36'
C-44	525.00'	322.85'	S 16° 36' 24" N	311.78'
C-45	475.00'	242.10'	S 16° 36' 24" N	287.52'
C-46	525.00'	278.70'	S 44° 25' 54" N	275.44'
C-47	475.00'	252.16'	S 44° 25' 54" N	244.21'
C-48	645.00'	322.06'	N 76° 42' 04" N	318.72'
C-49	100.00'	75.00'	S 74° 37' 50" E	75.00'
C-50	25.00'	41.24'	N 15° 05' 26" N	36.75'
C-51	25.00'	41.24'	S 74° 32' 06" N	36.75'
C-52	25.00'	37.56'	S 10° 48' 41" E	34.12'
C-53	25.00'	37.56'	N 75° 15' 34" E	34.12'
C-54	25.00'	21.03'	S 56° 14' 01" N	20.41'
C-55	50.00'	241.91'	S 57° 46' 40" E	66.67'
C-56	425.00'	713.12'	S 10° 08' 11" N	645.54'
C-57	475.00'	751.67'	N 10° 08' 11" E	733.14'
C-58	645.00'	201.88'	N 37° 02' 06" N	201.06'
C-59	705.00'	346.61'	S 37° 43' 55" E	341.40'
C-60	1525.00'	44.48'	S 70° 26' 35" N	44.46'
C-61	1,475.00'	46.21'	N 70° 26' 35" E	46.20'



SCALE: 1" = 100'



**MORRIS & RITCHIE ASSOCIATES, INC.**  
 ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS  
 18 BOULDER CIRCLE, SUITE 36  
 WILMINGTON, DE 19720  
 (302) 326-2200  
 FAX: (302) 326-2399



MRAGTA.COM  
 © 2022 MORRIS & RITCHIE ASSOCIATES, INC.  
**PRELIMINARY PLAN EASEMENT PLAN**  
 FOR  
**WEBBER FARM**

DATE	REVISIONS	JOB NO.: 21506
		SCALE: 1"=100'
		DATE: 11/11/2022
		DRAWN BY: DPS
		DESIGN BY: DPS
		REVIEW BY: CWB
		SHEET: 5 OF 10

"ROESVILLE ESTATES" SUBDIVISION PLAT

ROESVILLE ROAD (K387)  
 50' WIDE R.O.W.

LAND OF  
 NF-KENT COUNTY  
 TP. # 8-00-140.00-01-20.00  
 DB: 541727B

LAND OF  
 NF-RICHARD P. BAKER, DAVID  
 R. BAKER, & JEFFREY W. BAKER  
 TP. # 8-00-140.00-01-35.00  
 DB: 107216

THIS PORTION OF THE SUBJECT  
 PROPERTY IS TO REMAIN UNDISTURBED  
 AS PART OF THE PROJECT

MATCHLINE SEE SHEET 6



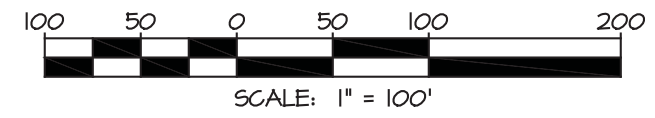
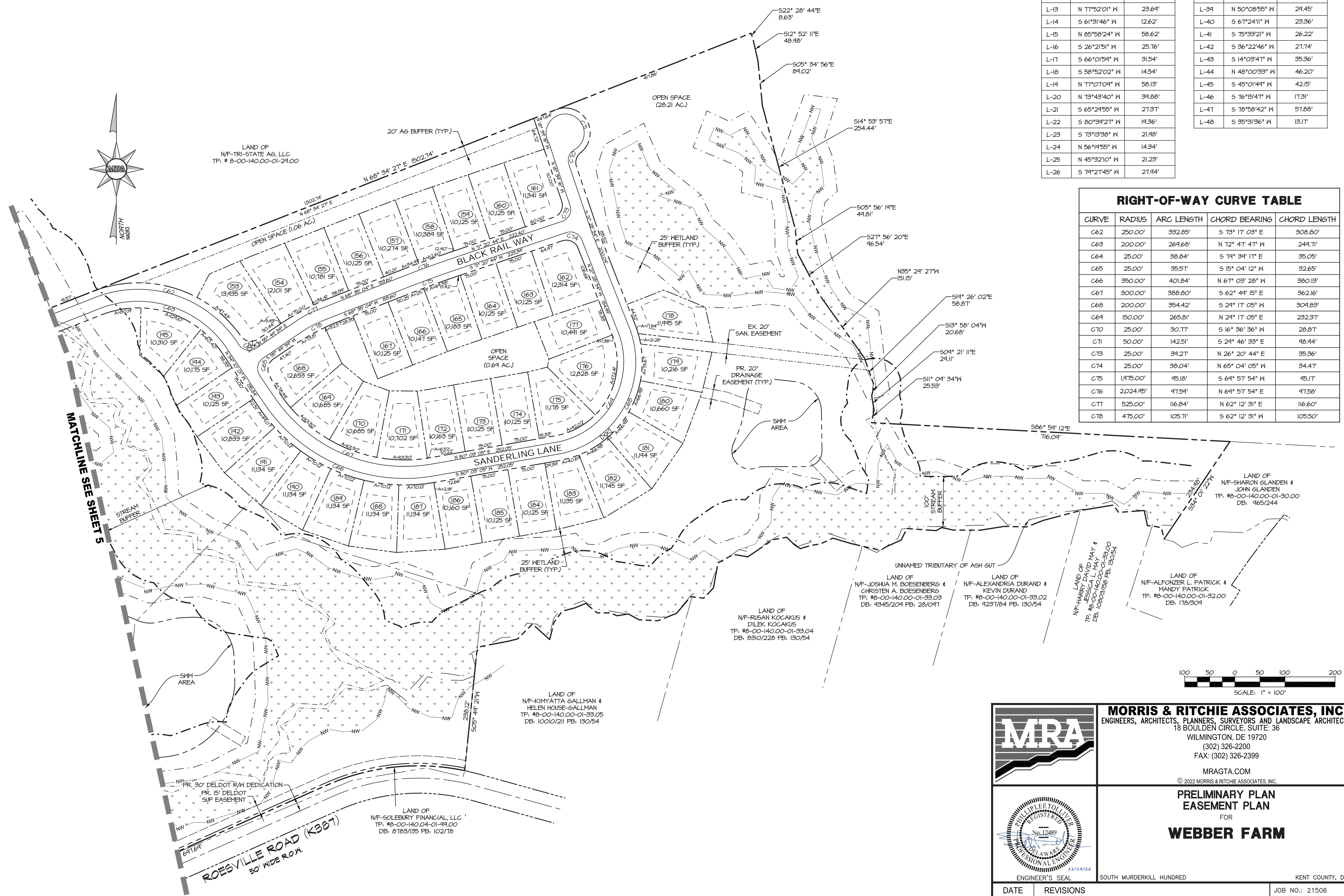
**LEGEND**

- EXIST. PARCEL BOUNDARY
- EXIST. RIGHT-OF-WAY
- EXIST. LOT LINE
- EXIST. WOODS
- EXIST. WOODS TO REMAIN
- PROP. LOT LINE
- PROP. RIGHT-OF-WAY
- PROP. ROAD CENTERLINE
- PROP. SWM AREA
- PROP. EASEMENT
- NON-TIDAL WETLANDS
- WETLANDS BUFFER
- STREAM
- STREAM BUFFER

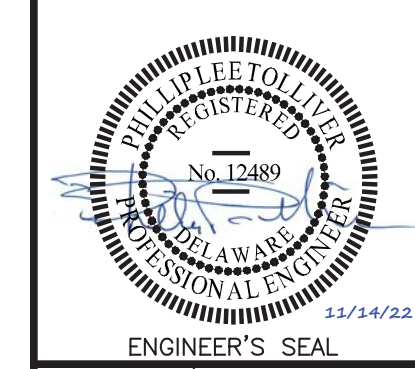
LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 13°00'08" W	23.46'
L-2	N 78°51'08" W	16.33'
L-3	N 85°42'00" W	12.00'
L-4	N 12°00'07" W	30.98'
L-5	S 85°40'50" W	51.08'
L-6	N 35°24'24" W	18.11'
L-7	S 80°35'00" W	65.73'
L-8	S 75°08'52" W	77.42'
L-9	S 68°34'04" W	35.75'
L-10	N 88°42'32" W	45.36'
L-11	S 80°54'22" W	48.12'
L-12	N 84°47'11" W	53.52'
L-13	N 71°52'01" W	23.64'
L-14	S 61°31'46" W	12.62'
L-15	S 58°58'24" W	58.62'
L-16	S 26°12'51" W	25.76'
L-17	S 66°10'59" W	31.54'
L-18	S 58°52'02" W	14.54'
L-19	N 71°07'04" W	58.13'
L-20	N 73°43'40" W	34.88'
L-21	S 65°24'55" W	27.37'
L-22	S 80°34'21" W	14.36'
L-23	S 73°13'38" W	21.98'
L-24	N 56°14'55" W	14.34'
L-25	N 45°32'10" W	21.23'
L-26	S 74°27'45" W	27.44'

LINE	BEARING	DISTANCE
L-26	S 55°44'03" W	60.61'
L-27	N 80°17'30" W	28.91'
L-28	S 61°15'26" E	35.37'
L-29	S 10°16'01" W	50.74'
L-30	S 43°24'00" W	28.24'
L-31	N 83°05'04" W	26.06'
L-32	S 40°24'17" W	43.94'
L-33	S 68°30'14" W	34.83'
L-34	N 87°11'46" W	37.52'
L-35	N 61°35'46" W	24.52'
L-36	S 80°52'54" W	22.61'
L-37	N 68°36'14" W	15.61'
L-38	N 84°42'21" W	25.38'
L-39	N 50°08'55" W	24.45'
L-40	S 67°24'11" W	23.36'
L-41	S 75°33'21" W	26.22'
L-42	S 36°22'46" W	27.74'
L-43	S 14°03'47" W	35.36'
L-44	N 48°00'33" W	46.20'
L-45	S 45°01'44" W	42.15'
L-46	S 76°15'47" W	17.31'
L-47	S 78°58'42" W	57.88'
L-48	S 35°13'36" W	13.17'

RIGHT-OF-WAY CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C62	250.00'	332.85'	S 73° 17' 03" E	308.80'
C63	200.00'	264.68'	N 12° 47' 47" W	244.71'
C64	25.00'	38.84'	S 74° 34' 17" E	35.05'
C65	25.00'	35.57'	S 15° 04' 12" W	32.65'
C66	350.00'	401.84'	N 67° 03' 28" W	380.13'
C67	300.00'	388.80'	S 62° 44' 15" E	362.16'
C68	200.00'	354.42'	S 24° 17' 05" W	304.83'
C69	150.00'	265.81'	N 24° 17' 05" E	232.37'
C70	25.00'	30.77'	S 16° 36' 36" W	28.87'
C71	50.00'	142.51'	S 24° 46' 33" E	98.44'
C73	25.00'	34.27'	N 26° 20' 44" E	35.36'
C74	25.00'	38.04'	N 65° 04' 05" W	34.47'
C75	1,975.00'	45.18'	S 64° 57' 54" W	45.17'
C76	2,024.95'	47.54'	N 64° 57' 54" E	47.58'
C77	525.00'	116.84'	N 62° 12' 31" E	116.60'
C78	475.00'	105.71'	S 62° 12' 31" W	105.50'



**MORRIS & RITCHIE ASSOCIATES, INC.**  
 ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS  
 18 BOULDER CIRCLE, SUITE: 36  
 WILMINGTON, DE 19720  
 (302) 326-2200  
 FAX: (302) 326-2399  
 MRAGTA.COM  
 © 2022 MORRIS & RITCHIE ASSOCIATES, INC.

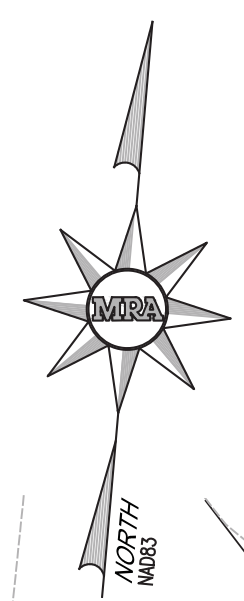


**PRELIMINARY PLAN  
 EASEMENT PLAN  
 FOR  
 WEBBER FARM**

DATE	REVISIONS	JOB NO.:
		21506
		SCALE: 1"=100'
		DATE: 11/11/2022
		DRAWN BY: DPS
		DESIGN BY: DPS
		REVIEW BY: CWB
		SHEET: 6 OF 10

**PLAT**





"WEATHERSTONE CROSSING" SUBDIVISION

LEGEND

- EXISTING PROPERTY LINE
- EXISTING NON-TIDAL WETLANDS
- WETLANDS BUFFER
- FLOODPLAIN
- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED R/W LINE
- PROPOSED LOT LINE
- PROPOSED LOT NUMBER
- PROPOSED BUILDING SETBACK LINE
- PROPOSED EASEMENT LINE
- PROPOSED WOODLAND PRESERVATION
- PROPOSED CONTOURS
- EXIST. SANITARY SEWER
- EXIST. WATER MAIN
- PROPOSED WATER MAIN / FIRE HYDRANT
- PROPOSED SANITARY SEWER
- PROPOSED STORM DRAIN

LAND OF NF-KENT COUNTY  
TP. # 8-00-140.00-01-20.00  
DB: 541727B

EXISTING TREES TO REMAIN

OPEN SPACE (1.08 AC.)

TURNSTONE ROAD

DOWITCHER LANE

OPEN SPACE (3.05 AC.)

SNM AREA

LOT 1008  
43261 SF

EXISTING KENT COUNTY  
SANITARY SEWER MAIN

OPEN SPACE (6.21 AC.)

UNNAMED TRIBUTARY OF ASH GUT

100' STREAM BUFFER

EX. 20' SAN. EASEMENT

20' N6 BUFFER (TYP.)

EXCELLENT RECHARGE AREA

LAND OF NF-RICHARD P. BAKER, DAVID R. BAKER, & JEFFREY W. BAKER  
TP. # 8-00-140.00-01-35.00  
DB: 107216

OPEN SPACE (2.20 AC.)

ACTIVE OPEN SPACE (2.51 AC.)

MATCHLINE SEE SHEET 8

UNNAMED TRIBUTARY OF ASH GUT

WILLET COURT

BAKERTON COURT

STANDERLING LANE

WARBLER LANE

ACTIVE OPEN SPACE (2.51 AC.)

WEBBER FARM LANE

OPEN SPACE (15.03 AC.)

SNM AREA

25' WETLAND BUFFER (TYP.)

UNNAMED TRIBUTARY OF ASH GUT

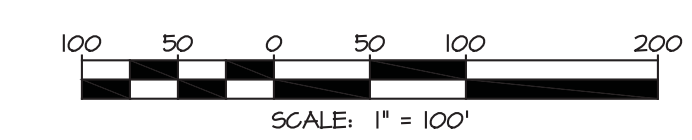
FARM POND

ROESVILLE ROAD (K387)

50' WIDE R.O.W.

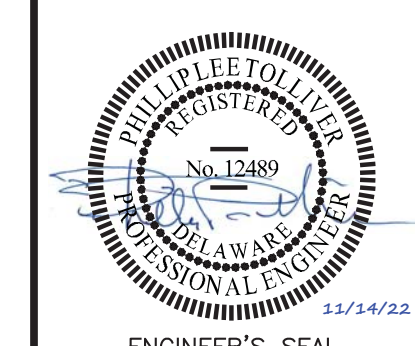
"ROESVILLE ESTATES" SUBDIVISION

PLAT



**MORRIS & RITCHIE ASSOCIATES, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

18 BOULDEN CIRCLE, SUITE 36  
WILMINGTON, DE 19720  
(302) 326-2200  
FAX: (302) 326-2399  
MRAGTA.COM

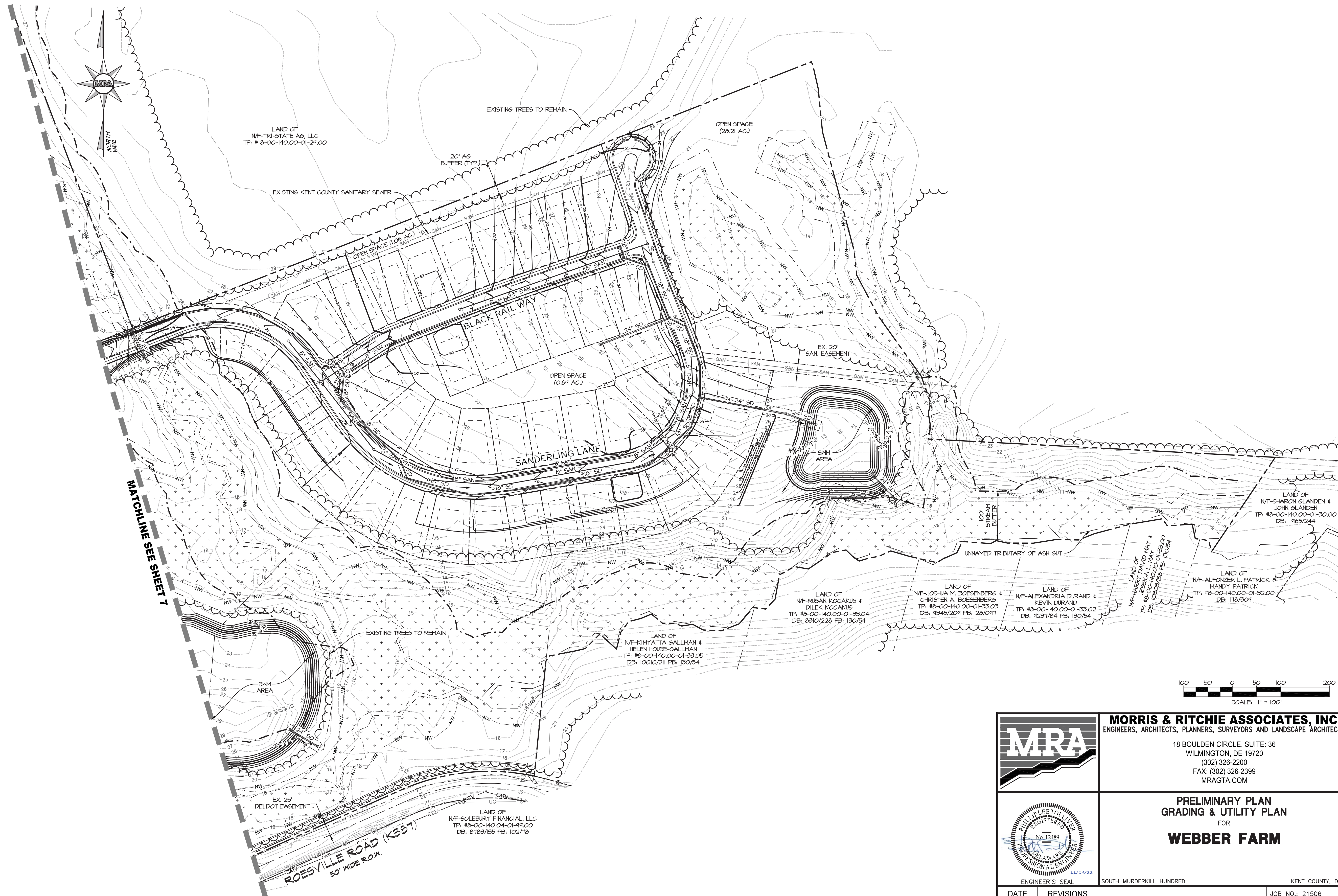


PRELIMINARY PLAN  
GRADING & UTILITY PLAN  
FOR  
**WEBBER FARM**

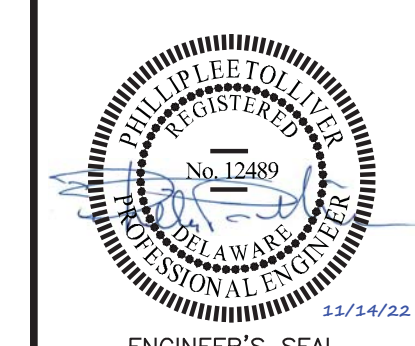
DATE	REVISIONS	JOB NO.: 21506
		SCALE: 1"=100'
		DATE: 11/11/2022
		DRAWN BY: DPS
		DESIGN BY: DPS
		REVIEW BY: CWB
		SHEET: 7 OF 10

ENGINEER'S SEAL SOUTH MURDERKILL HUNDRED KENT COUNTY, DE





**MORRIS & RITCHIE ASSOCIATES, INC.**  
 ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS  
 18 BOULDEN CIRCLE, SUITE 36  
 WILMINGTON, DE 19720  
 (302) 326-2200  
 FAX: (302) 326-2399  
 MRAGTA.COM

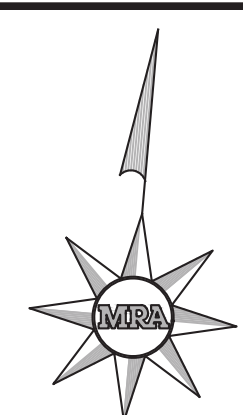


**PRELIMINARY PLAN  
 GRADING & UTILITY PLAN**  
 FOR  
**WEBBER FARM**

DATE	REVISIONS	JOB NO.: 21506
		SCALE: 1"=100'
		DATE: 11/11/2022
		DRAWN BY: DPS
		DESIGN BY: DPS
		REVIEW BY: CWB
		SHEET: 8 OF 10

**PLAT**





"WEATHERSTONE CROSSING" SUBDIVISION

LAND OF N/F-KENT COUNTY TP. # 8-00-140.00-01-20.00 DB. 5417210

LAND OF N/F-RICHARD P. BAKER, DAVID R. BAKER, & JEFFREY N. BAKER TP. # 8-00-140.00-01-35.00 DB. 1071216



Know what's below. Call before you dig.

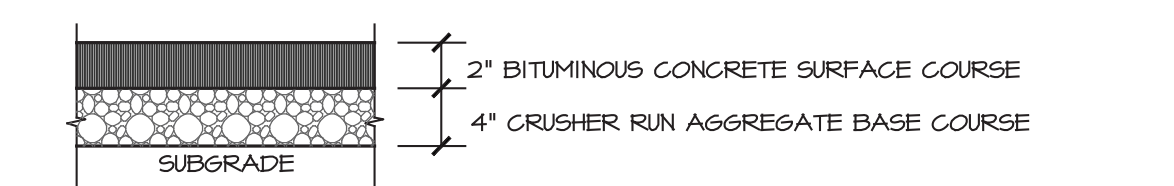
PROTECT YOURSELF, GIVE THREE WORKING DAYS NOTICE THIS DRAWING DOES NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND ALL RULES AND REGULATIONS THERE TO APPURTENANT.



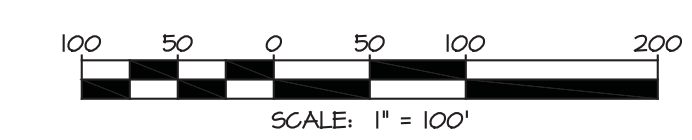
- GENERAL PLANTING NOTES**
- PLANT MATERIAL SHALL BE FURNISHED AND INSTALLED AS INDICATED INCLUDING ALL LABOR, MATERIALS, PLANTS, EQUIPMENT, INCIDENTALS AND CLEANUP.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLANTING AT CORRECT GRADES AND ALIGNMENT.
  - PLANTS SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY, HAVE NORMAL GROWTH HABITS, WELL DEVELOPED BRANCHES, DENSE FOLIAGE, VIGOROUS ROOT SYSTEMS, AND BE FREE FROM DEFECTS AND INJURIES.
  - THE CONTRACTOR SHALL REPORT ANY SOIL OR DRAINAGE CONDITIONS CONSIDERED DETRIMENTAL TO THE GROWTH OF THE PLANT MATERIAL.
  - ALL PLANT MATERIAL SHALL BE GUARANTEED BY THE CONTRACTOR TO BE IN VIGOROUS GROWING CONDITION. PROVISIONS SHALL BE MADE FOR A GROWTH GUARANTEE OF AT LEAST ONE (1) YEAR FOR TREES AND A MINIMUM OF ONE (1) YEAR FOR SHRUBS. REPLACEMENT SHALL BE MADE AT THE BEGINNING OF THE FIRST SUCCEEDING PLANTING SEASON. ALL REPLACEMENTS SHALL HAVE A GUARANTEE EQUAL TO THAT STATED ABOVE. THE DEVELOPER IS EXPECTED TO MAINTAIN PLANTINGS INCLUDING WATERING ALL PLANTS ANY TIME FROM APRIL TO DECEMBER WHEN NATURAL RAINFALL IS LESS THAN ONE INCH PER WEEK.
  - INsofar AS IS PRACTICABLE, PLANT MATERIAL SHALL BE PLANTED ON THE DAY OF DELIVERY. IN THE EVENT THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROTECT STOCK NOT PLANTED. PLANTS SHALL NOT REMAIN UNPLANTED FOR LONGER THAN A THREE (3) DAY PERIOD AFTER DELIVERY.
  - QUALITY AND SIZE OF PLANTS, SPREAD OF ROOTS, AND SIZE OF ROOTBALLS SHALL BE IN ACCORDANCE WITH ANSI Z601-H106 (OR CURRENT EDITION) "AMERICAN STANDARD FOR NURSERY STOCK" LAST REVISION, AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.
  - ALL PLANTS SHALL BE PLANTED IN TOPSOIL THAT IS THOROUGHLY WATERED AND TAMPED AS BACKFILLING PROGRESSES. NOTHING BUT SUITABLE TOPSOIL, FREE OF DRY SOIL, STIFF CLAY, LITTER, ETC., SHALL BE USED FOR PLANTING.
  - PLANTS SHALL NOT BE BOUND WITH WIRE OR ROPE AT ANY TIME SO AS TO DAMAGE THE BARK AND BREAK BRANCHES. PLANTS SHALL BE HANDLED FROM THE BOTTOM OF THE ROOTBALL ONLY.
  - PLANTING OPERATIONS SHALL BE PERFORMED DURING PERIODS WITHIN THE PLANTING SEASON WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE AND IN ACCORDANCE WITH ACCEPTED LOCAL PRACTICE.
  - NO PLANT, EXCEPT GROUND COVERS, SHALL BE PLANTED LESS THAN TWO (2) FEET FROM EXISTING STRUCTURES AND SIDEWALKS.
  - SET PLANTS PLUMB AND STRAIGHT, SET AT SUCH LEVEL THAT, AFTER SETTLEMENT, A NORMAL OR NATURAL RELATIONSHIP TO THE CROWN OF THE PLANT WITH THE GROUND SURFACE WILL BE ESTABLISHED. LOCATE PLANT IN THE CENTER OF THE PIT.
  - ALL INJURED ROOTS SHALL BE PRUNED TO MAKE CLEAN ENDS BEFORE PLANTING. IT IS ADVISABLE TO PRUNE APPROXIMATELY 1/3 OF THE GROWTH OF LARGE TREES (2" CALIPER AND OVER) BY THE REMOVAL OF SUPERFLUOUS BRANCHES, THOSE WHICH CROSS, THOSE WHICH RUN PARALLEL, ETC. MAIN LEADERS OF TREES MUST NOT BE CUT BACK. LONG SIDE BRANCHES, HOWEVER, MUST BE SHORTENED.
  - EACH TREE AND SHRUB SHALL BE PRUNED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE TO PRESERVE NATURAL CHARACTER OF THE PLANT. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS.
  - TREES SHALL BE SUPPORTED IMMEDIATELY AFTER PLANTING ONLY WHEN CONDITIONS MERIT. ALL TREES SIX (6) INCHES AND OVER IN CALIPER SHALL BE GUYED. SMALLER TREES SHALL BE STAKED. GUYING WIRES AND STAKES SHALL BE INSTALLED AS INDICATED.
  - SHOULD A PLANT BE UNAVAILABLE AT THE TIME OF INSTALLATION, ALL SUBSTITUTIONS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT.
  - AREAS TO BE LANDSCAPED SHALL RECEIVE STOCKPILED TOPSOIL TO A MINIMUM DEPTH OF FOUR (4) TO SIX (6) INCHES. ORGANIC MATTER CONTENT OF TOPSOIL SHALL BE A MINIMUM OF 4%. IN THE EVENT THAT ORGANIC MATTER CONTENT IS DEFICIENT, SOIL AMENDMENTS SHALL BE ADDED AS NECESSARY TO ACHIEVE THE REQUIRED PERCENTAGE. PLANTING OPERATIONS SHALL INCLUDE THE COMPLETE REMOVAL OF ALL SYNTHETIC MATERIAL (IF USED) FROM THE ROOTBALL PRIOR TO PLANTING.
  - ALL DISTURBED AREAS NOT PAVED OR MULCHED SHALL BE SEEDDED.
  - WHEN TREE GROWTH BEGINS, ALL STAKES AND/OR GUYING SHALL BE REMOVED.
  - THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO STARTING WORK.
  - THE CONSTRUCTION / IMPROVEMENT OF OPEN SPACE AREAS SHALL BE COMPLETED IN A PROPORTION EQUAL TO OR GREATER THAN THE PROPORTION OF RESIDENTIAL DWELLING UNITS COMPLETED EXCEPT THAT 100% OF THE RECREATION AREAS SHALL BE COMPLETED PRIOR TO ISSUING BUILDING PERMITS FOR THE FINAL 20% OF THE DWELLING UNITS PROPOSED, UNLESS WRITTEN AGREEMENT IS IN PLACE BETWEEN THE APPLICANT AND THE PLANNING SERVICES DEPARTMENT.

**LEGEND**

- 45---44--- EXISTING CONTOURS
- PROPOSED R/W LINE
- (25)--- PROPOSED LOT LINE
- PROPOSED LOT NUMBER
- PROPOSED BUILDING SETBACK LINE
- PROPOSED EASEMENT LINE
- PROPOSED WOODLAND PRESERVATION
- PROPOSED CONTOURS
- PROPOSED FENCE
- W --- W --- W --- EXIST. WATER MAIN
- FM --- FM --- FM --- FM --- FM --- EXIST. SANITARY FORCE MAIN
- FM --- FM --- FM --- FM --- FM --- PROPOSED SANITARY SEWER
- FM --- FM --- FM --- FM --- FM --- PROPOSED SANITARY FORCE MAIN
- SD --- SD --- SD --- EXIST. STORM DRAIN
- EXIST. WOODS TO REMAIN
- PROPOSED STORM DRAIN
- PROPOSED CANOPY TREE
- PROPOSED FLOWERING TREE
- PROPOSED EVERGREEN TREE



**WALKING PATH PAVING SECTION**  
NOT TO SCALE



**MORRIS & RITCHIE ASSOCIATES, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

18 BOULDER CIRCLE, SUITE 36  
WILMINGTON, DE 19720  
(302) 326-2200  
FAX: (302) 326-2399  
MRAGTA.COM

**PRELIMINARY LANDSCAPE PLAN FOR WEBBER FARM**

ENGINEER'S SEAL SOUTH MUDERKILL HUNDRED KENT COUNTY, DE

DATE	REVISIONS	JOB NO.: 21506
		SCALE: 1"=100'
		DATE: 11/11/2022
		DRAWN BY: DPS
		DESIGN BY: DPS
		REVIEW BY: CWB
		SHEET: 9 OF 10

ROESVILLE ROAD (K387) 50' WIDE R.O.M. FR. 15' DELDOT SUP EASEMENT FR. 30' DELDOT R/W DEDICATION

"ROESVILLE ESTATES" SUBDIVISION LAND

MATCHLINE SEE SHEET 10



**LANDSCAPE RATIONALE**

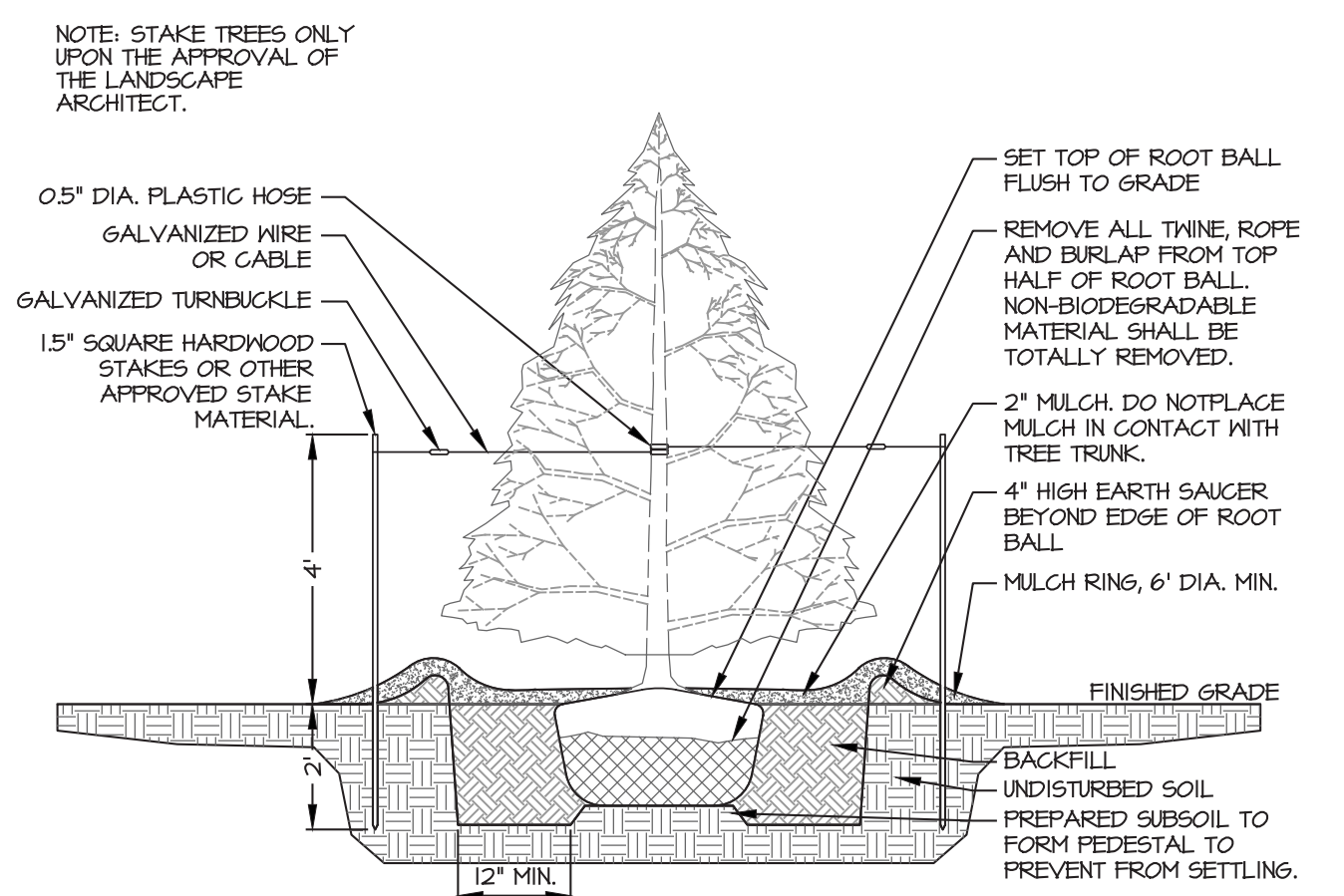
**Woodland Preservation:**  
 Density = 1-6 DU/acre  
 Percentage Existing Woodland  
 Required to be Preserved: 50%  
 Existing Woodlands: 2,337,370 s-f  
 Preserved Existing Woodlands: 1,703,144 s-f  
 Percentage Existing Woodlands  
 Proposed to be Preserved: 73%

**Tree Planting:**  
 Requirement: 1 Tree/10,000 s-f Lot Area  
 Lot Area: 2,364,652 s-f  
 Trees Required: 237  
 Trees Provided: 237

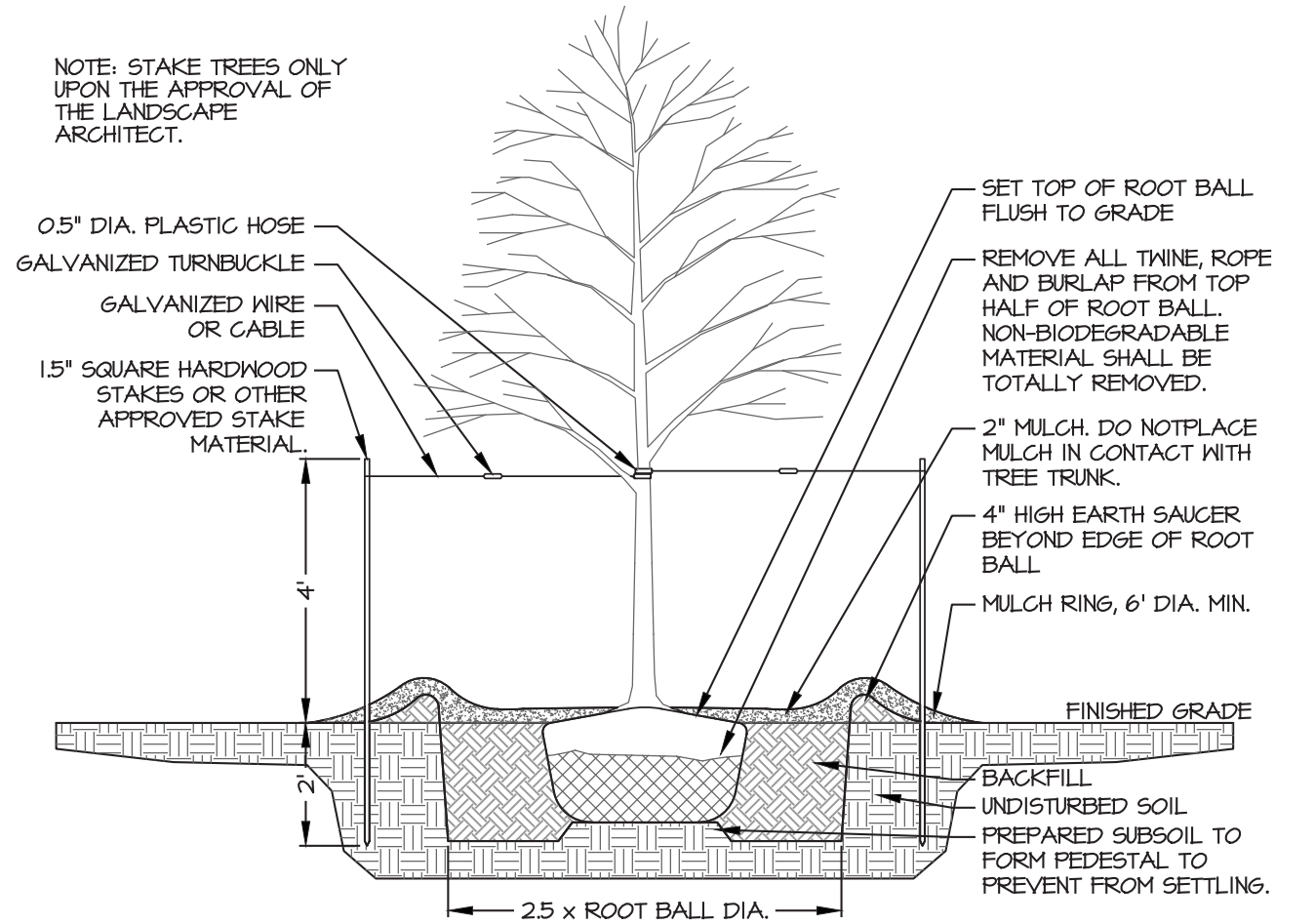
**PLANTING SCHEDULE**

Qty	Key	Botanical Name	Common Name	Size	Root
<b>CANOPY TREES</b>					
47	Ar	<i>Acer rubrum</i> 'Red Sunset'	"Red Sunset" Maple	1-75" Cal.	B&B
40	Gt	<i>Gladiolus triacanthos</i> 'Shademaster'	"Shademaster" Honeylocust	1-75" Cal.	B&B
35	Ns	<i>Nyssa sylvatica</i>	Black Tupelo	1-75" Cal.	B&B
45	Zs	<i>Zelkova serrata</i> 'Green Vase'	"Green Vase" Zelkova	1-75" Cal.	B&B
<b>FLOWERING TREES</b>					
20	Ac	<i>Amelanchier canadensis</i>	Serviceberry	5'-6'	B&B
19	Cf	<i>Cornus florida</i> 'rubra'	Flowering Dogwood (pink)	5'-6'	B&B
19	Mv	<i>Magnolia virginiana</i> 'glauca'	Sweetbay Magnolia	5'-6'	B&B
<b>EVERGREEN TREES</b>					
12	Jv	<i>Juniperus virginiana</i>	Eastern Red Cedar	5'-6'	B&B

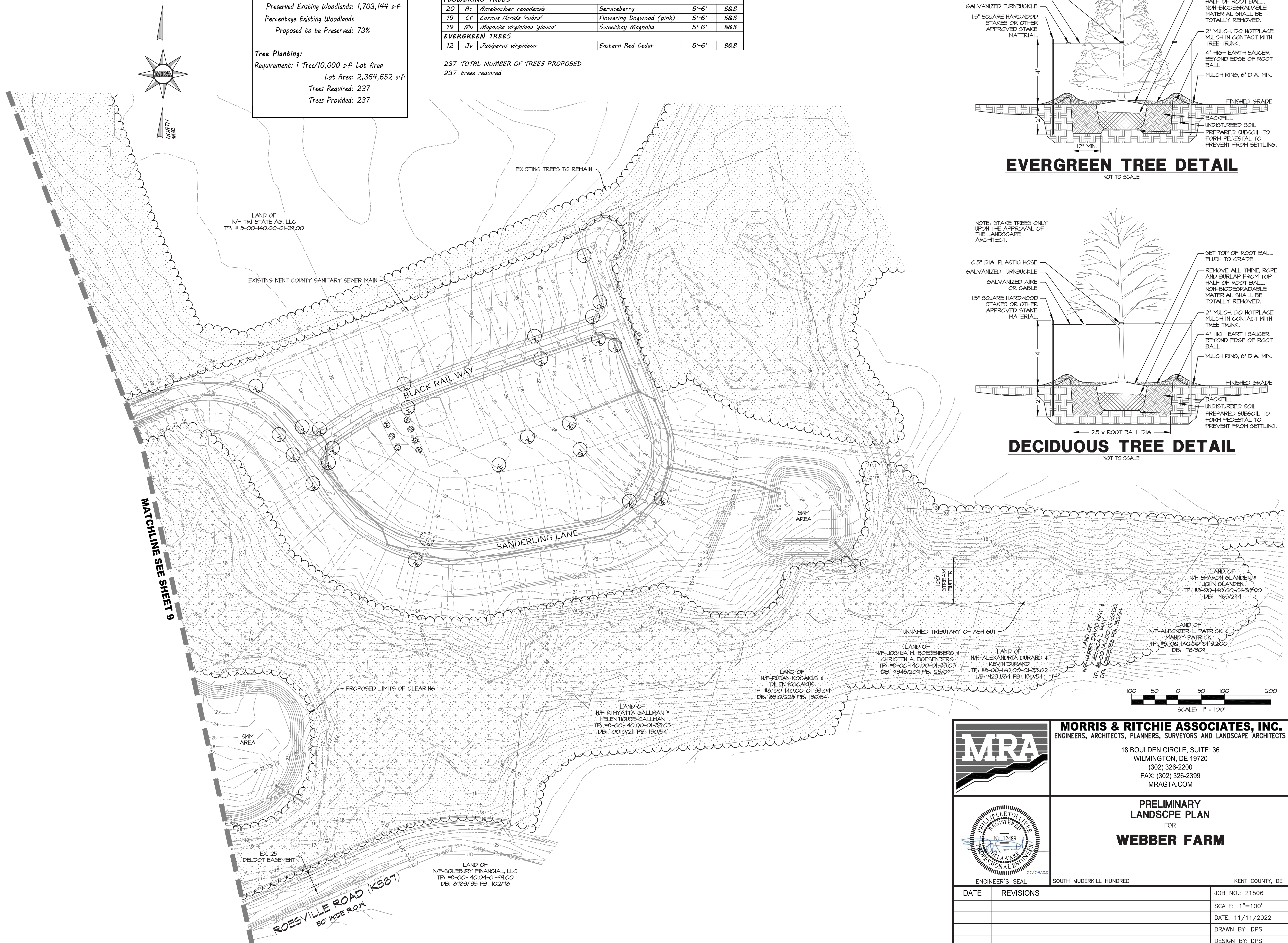
237 TOTAL NUMBER OF TREES PROPOSED  
 237 trees required



**EVERGREEN TREE DETAIL**  
 NOT TO SCALE

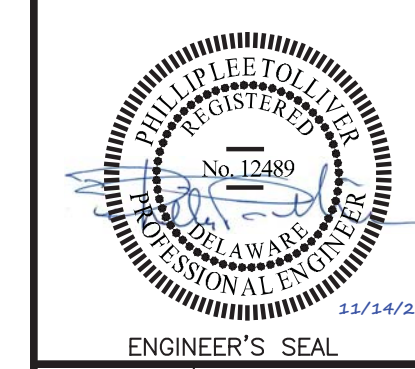


**DECIDUOUS TREE DETAIL**  
 NOT TO SCALE



**MORRIS & RITCHIE ASSOCIATES, INC.**  
 ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

18 BOULDEN CIRCLE, SUITE 36  
 WILMINGTON, DE 19720  
 (302) 326-2200  
 FAX: (302) 326-2399  
 MRAGTA.COM



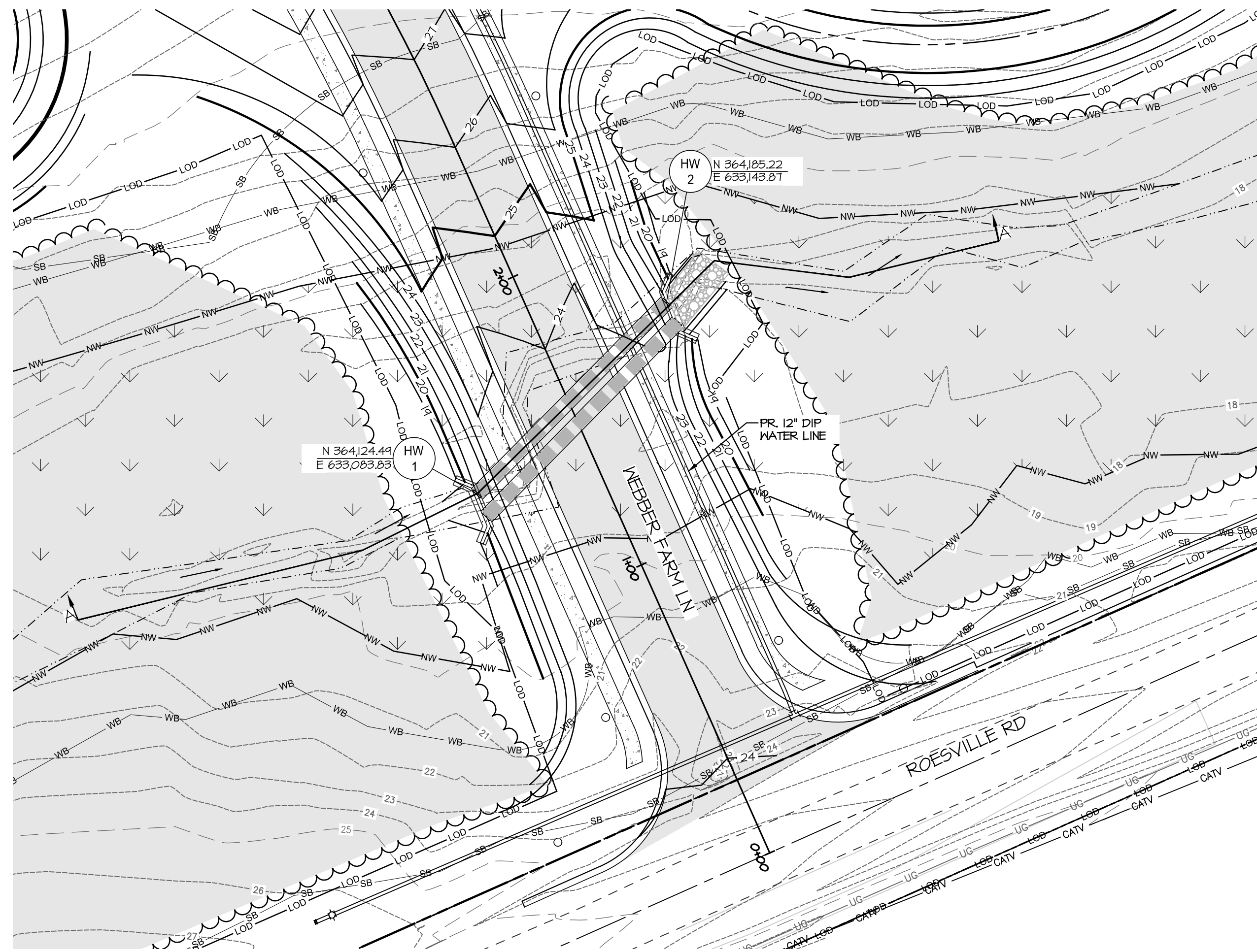
**PRELIMINARY LANDSCAPE PLAN**  
 FOR  
**WEBBER FARM**

SOUTH MUDERKILL HUNDRED KENT COUNTY, DE

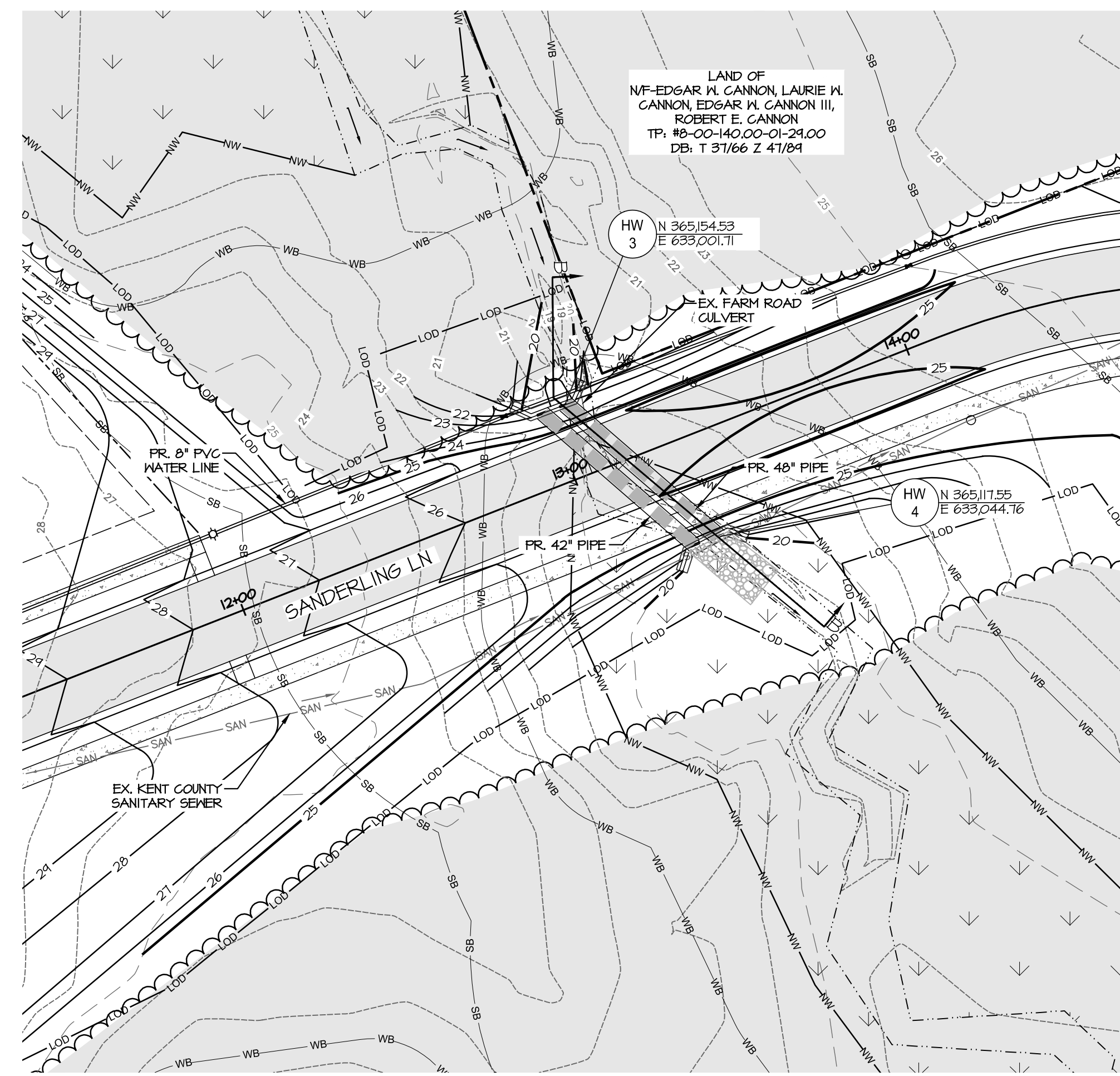
DATE	REVISIONS	JOB NO.:
		21506
		SCALE: 1"=100'
		DATE: 11/11/2022
		DRAWN BY: DPS
		DESIGN BY: DPS
		REVIEW BY: CWB
		SHEET: 10 OF 10

LAND

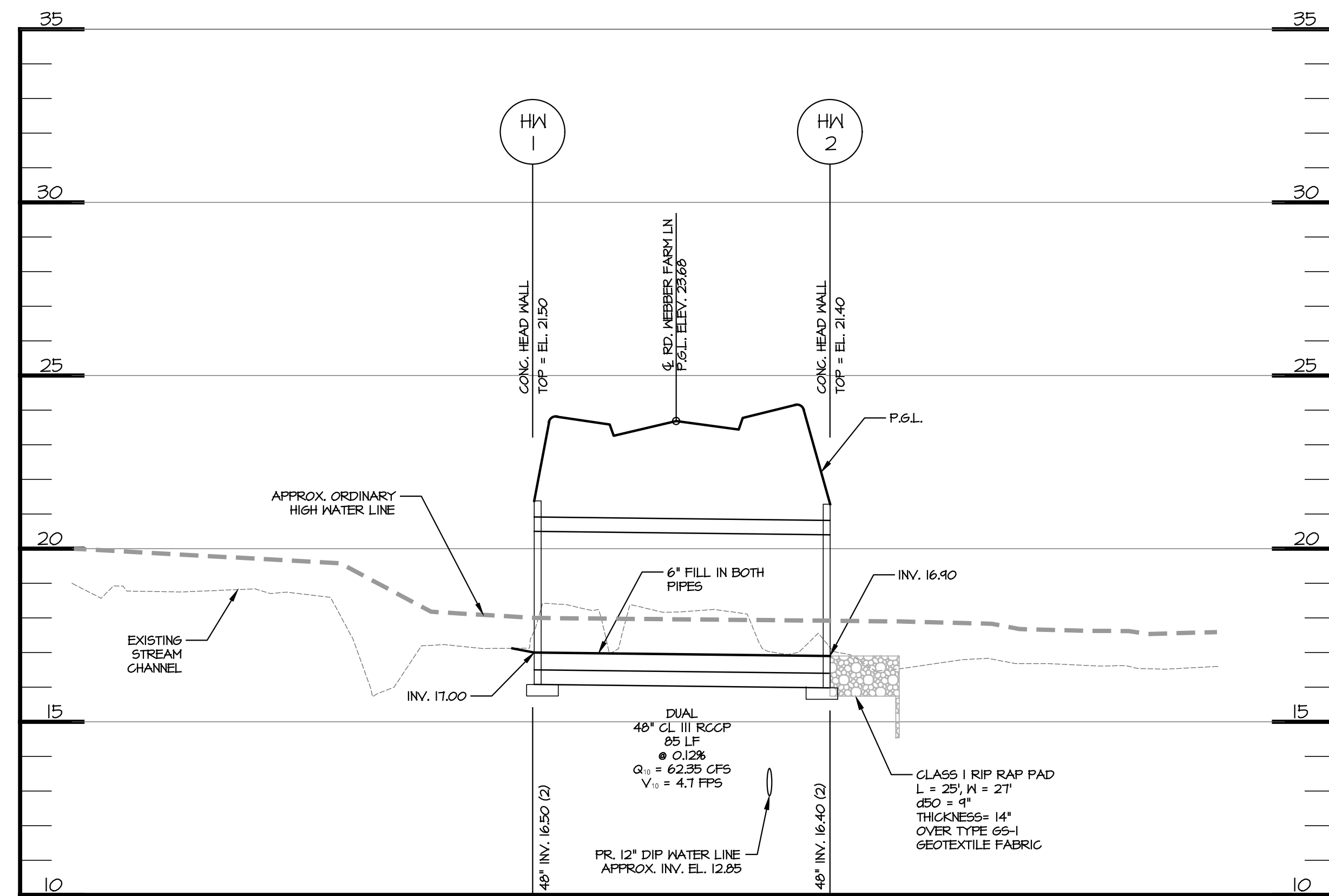




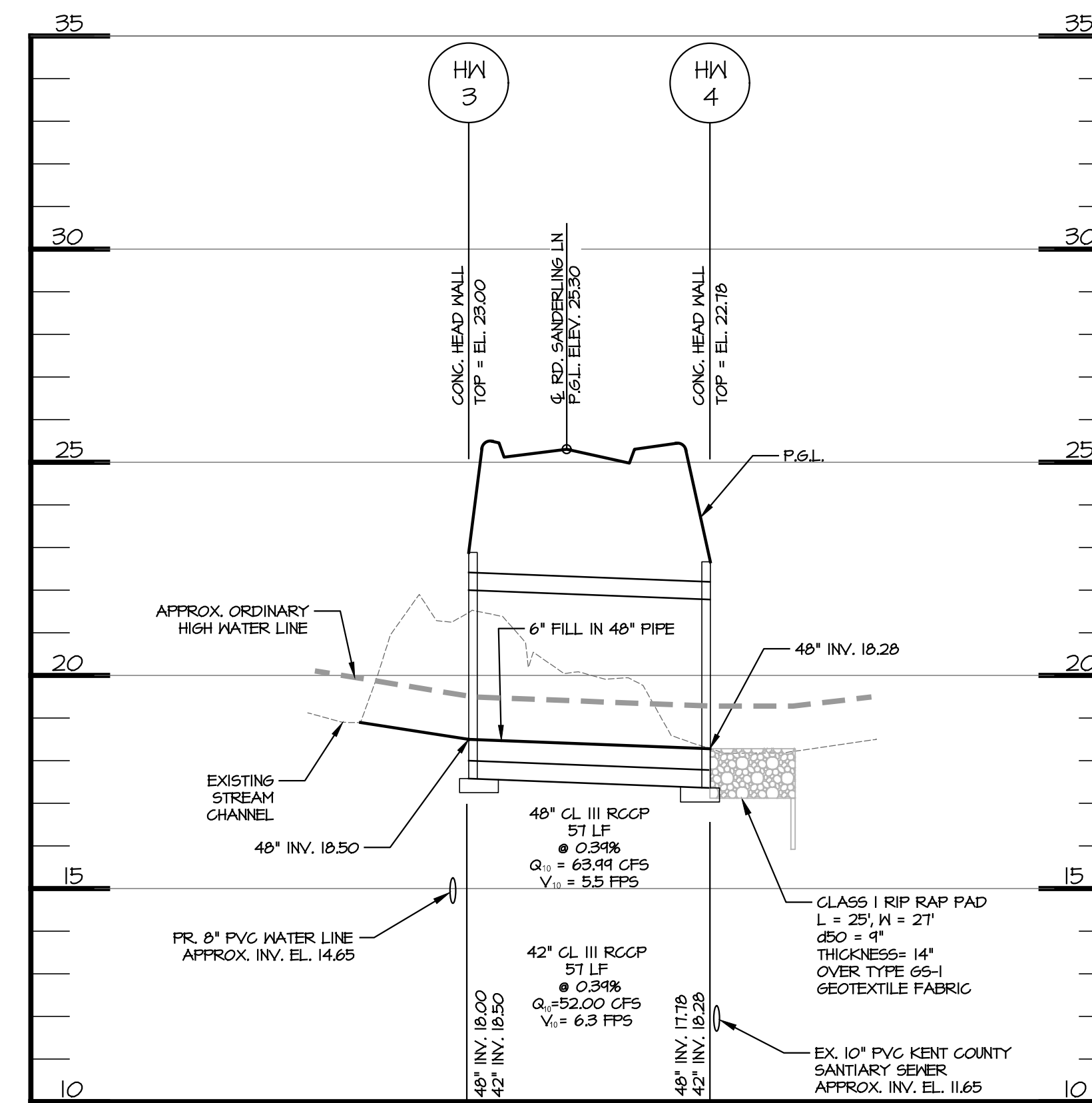
**PLAN VIEW**  
**WEBBER FARM LANE CROSSING**  
 SCALE: 1"=30'



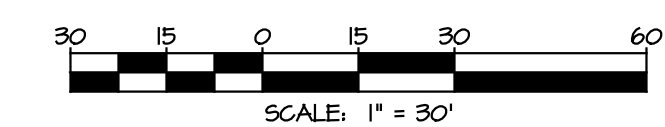
**PLAN VIEW**  
**SANDERLING LANE CROSSING**  
 SCALE: 1"=30'



**SECTION A-A**  
**WEBBER FARM LANE CROSSING**  
 SCALE: H: 1"=30' V: 1"=3'



**SECTION B-B**  
**SANDERLING LANE CROSSING**  
 SCALE: H: 1"=30' V: 1"=3'



**LEGEND**

- EX. 1' CONTOURS
- EX. 5' CONTOURS
- PROP. 1' CONTOURS
- PROP. 5' CONTOURS
- STREAM
- WETLAND BUFFER
- EX. WAT. RESOURCE PROT. AREA
- EX. WOODS LINE
- PROP. WOODS LINE
- EX. WETLANDS
- RIP-RAP

NO.	REVISION	DATE
JOB NO. 21506	DRAWN BY DPS	CHECKED BY CWB
		ISSUED 08/17/23

SHEET TITLE  
**WEBBER FARM**  
**STREAM CROSSING**  
**PLAN & PROFILE**

SHEET NUMBER