

# GEO-TECHNOLOGY ASSOCIATES, INC.

GEOTECHNICAL • ENVIRONMENTAL •  
CONSTRUCTION OBSERVATION AND TESTING

*A Practicing Geoprofessional Business Association Member Firm*



November 4, 2025

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  
Langshaw Lane Outfall Stabilization  
New Castle County, Delaware

To whom it may concern:

On behalf of Gander Hill Poultry Farm ("Applicant"), Geo-Technology Associates, Inc. (GTA) is applying for authorization to stabilize an eroded stream channel at the outlet of an existing culvert beneath their farm lane. The stream channel is an unnamed tributary to Noxontown Lake located at the terminus of Langshaw Lane, south of Noxontown Road, within the Townsend area of New Castle County, Delaware. To facilitate the application's review, GTA is submitting the following information for your review and processing:

1. Completed Wetlands and Subaqueous Lands Section Basic Application Form;
2. Completed Appendix H – Fill;
3. Completed Appendix I – Rip-rap Sills and Revetments;
4. Site Location Map, USGS Topographic Map, and Aerial Imagery;
5. Site Photographs;
6. Rare, Threatened, and Endangered Species Correspondence;
7. Parcel 1401200023 Deed;
8. *Gander Hill Poultry Farm Stream Stabilization Exhibit for Langshaw Lane Outfall Stabilization – Appoquinimink Hundred New Castle County, Delaware*, prepared by Becker Morgan Group, dated October 2, 2025

GTA performed a wetland delineation within the vicinity of the proposed stabilization area in May 2025 to identify the limits of existing wetlands and waterbodies within the project areas. GTA identified an unnamed tributary of Noxontown Lake within the review area. In order to mitigate existing scouring conditions within the stream channel, the Applicant proposes to implement riprap outfall stabilization. Minor disturbances to the unnamed tributary to Noxontown Lake are anticipated as a result of the proposed project.

3445-A Box Hill Corporate Center Drive, Abingdon, MD 21009 (410) 515-9446

Abingdon, MD • Baltimore, MD • Frederick, MD • Laurel, MD • Waldorf, MD • Georgetown, DE • Newark, DE  
Somerset, NJ • NYC Metro • Beaver Falls, PA • Pittsburgh, PA • Quakertown, PA • Scranton/Wilkes-Barre, PA • York, PA • Northeastern, OH  
Washington, DC • Richmond, VA • Sterling, VA • Nashville, TN • Charlotte, NC • Greensboro, NC • Raleigh, NC • Greenville, SC • Orlando, FL

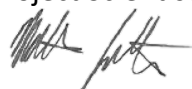
Visit us on the web at [www.gtaeng.com](http://www.gtaeng.com)

GTA, on behalf of the Applicant, is requesting authorization for the proposed outfall stabilization and scour protection. Should you have any questions or would like to request additional information, please contact this office at 410-515-9446.

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



Brad Sweet  
Project Scientist



Matthew Jennette  
Vice President

KJS/BMS/MAJ  
31231964

L:\Shared\Project Files\2023\31231964 - Noxontown Road Property\WET\Reports - Permitting\Permitting\DNREC\31231964 DNREC Cover Letter.docx

**Completed Wetlands and Subaqueous  
Lands Section Basic Application Form**

# **WETLANDS AND SUBAQUEOUS LANDS SECTION PERMIT APPLICATION FORM**

**For Subaqueous Lands, Wetlands, Marina and  
401 Water Quality Certification Projects**

**State of Delaware  
Department of Natural Resources and Environmental Control  
Division of Water**

**Wetlands and Subaqueous Lands Section**



**APPLICATION FOR APPROVAL OF  
SUBAQUEOUS LANDS, WETLANDS, MARINA  
AND WATER QUALITY CERTIFICATION PROJECTS**

**PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY****Application Instructions:**

1. Complete each section of this basic application and appropriate appendices as thoroughly and accurately as possible. Incomplete or inaccurate applications will be returned.
2. All applications must be accompanied by a scaled plan view and cross-section view plans that show the location and design details for the proposed project. Full construction plans must be submitted for major projects.
3. All applications must have an original signature page and proof of ownership or permitted land use agreement.
4. Submit an original and two (2) additional copies of the application (total of 3) with the appropriate application fee and public notice fee\* (prepared in separate checks) to:

**Department of Natural Resources and Environmental Control  
Wetlands and Subaqueous Lands Section  
89 Kings Highway  
Dover, Delaware 19901**

\*Application and public notice fees are non-refundable regardless of the Permit decision or application status.

5. No construction may begin at the project site before written approval has been received from this office.

**Helpful Information:**

1. Tax Parcel Information:
 

New Castle County	(302) 395-5400
Kent County	(302) 736-2010
Sussex County	(302) 855-7878
2. Recorder of Deeds:
 

New Castle County	(302) 571-7550
Kent County	(302) 744-2314
Sussex County	(302) 855-7785
3. A separate application and/or approval may be required through the Army Corps of Engineers. Applicants are strongly encouraged to contact the Corps for a determination of their permitting requirements. For more information, contact the Philadelphia District Regulator of the Day at (215) 656-6728 or visit their website at: <http://www.nap.usace.army.mil/Missions/Regulatory.aspx>.
4. For questions about this application or the Wetlands and Subaqueous Lands Section, contact us at (302) 739-9943 or visit our website at: <http://www.dnrec.delaware.gov/wr/Services/Pages/WetlandsAndSubaqueousLands.aspx>. Office hours are Monday through Friday 8:00 AM to 4:30 PM, except on State Holidays.

## APPLICANT'S REVIEW BEFORE MAILING

### DID YOU COMPLETE THE FOLLOWING?

<u>  X  </u>	Yes	BASIC APPLICATION
<u>  X  </u>	Yes	SIGNATURE PAGE (Page 3)
<u>  X  </u>	Yes	APPLICABLE APPENDICES
<u>  X  </u>	Yes	SCALED PLAN VIEW
<u>  X  </u>	Yes	SCALED CROSS-SECTION OR ELEVATION VIEW PLANS
<u>  X  </u>	Yes	VICINITY MAP
<u>  X  </u>	Yes	COPY OF THE PROPERTY DEED & SURVEY
<u>  X  </u>	Yes	THREE (3) COMPLETE COPIES OF THE APPLICATION PACKET
<u>  X  </u>	Yes	APPROPRIATE APPLICATION FEE & PUBLIC NOTICE FEE (Separate checks made payable to the State of Delaware)

### Submit 3 complete copies of the application packet to:

**Department of Natural Resources and Environmental Control  
Wetlands and Subaqueous Lands Section  
89 Kings Highway  
Dover, Delaware 19901**

### Before signing and mailing your application packet, please read the following:

The Department requests that the contractor or party who will perform the construction of your proposed project, if other than the applicant, sign the application signature page along with the applicant in the spaces provided. When the application is signed by the contractor as well as the applicant, the Department will issue the Permit to both parties. For Leases, the contractor will receive a separate construction authorization that will make them subject to all of the terms and conditions of the Lease relating to the construction

**Section 1: Applicant Identification**

1. Applicant's Name: Gander Hill Poultry Farm, Inc. Telephone #: \_\_\_\_\_  
 Mailing Address: 0 Money Road, Townsend Delaware, 19734 Fax #: \_\_\_\_\_  
 \_\_\_\_\_ E-mail: \_\_\_\_\_  
 \_\_\_\_\_
2. Consultant's Name: Matthew Jennette Company Name: Geo-Technology Associates, Inc.  
 Mailing Address: 3445 Box Hill Corporate Center Drive Telephone #: 410-515-9446  
Abingdon, Maryland 21009 Fax #: \_\_\_\_\_  
 \_\_\_\_\_ E-mail: mjennette@gtaeng.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 consists of installing scour protection for an existing outfall within an unnamed tributary of Noxontown Lake to ensure road stability and mitigate erosion.

6. Check each Appendix that is enclosed with this application:

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

**Section 3: Project Location**

7. Project Site Address: At the terminus of Langshaw Lane County:  N.C.  Kent  Sussex  
south of Noxontown Road, in the Townsend area of New Castle Site owner name (if different from applicant): \_\_\_\_\_  
County, Delaware. Address of site owner: Please see the enclosed property deeds
8. Driving Directions: At the terminus of Langshaw Lane, south of Noxontown Road.
- (Attach a vicinity map identifying road names and the project location)
9. Tax Parcel ID Number: 1401200023 Subdivision Name: N/A

<b>WSLS 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 tributary waterbody is a tributary to: Noxontown Lake

11. Is the waterbody:  Tidal  Non-tidal Waterbody width at mean low or ordinary high water \_\_\_\_\_

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:

Gander Hill Poultry Farm, Inc.

(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):

Susan Mohring, 16 Langshaw Lane, Townsend DE.

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:

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? \_\_\_\_\_

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 18 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, James Everett Walls IV (Gander Hill Poultry Farm, Inc.), hereby designate and authorize Mr. Matthew Jennette(GTA)  
(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: Matthew Jennette (GTA)

Telephone #: 410-515-9446

Mailing Address: 3445-A Box Hill Corporate Center Drive

Fax #: \_\_\_\_\_

Abingdon, Maryland 21009

E-mail: MJennette@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.



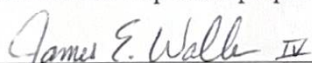
\_\_\_\_\_  
Agent's Signature

October 21, 2025

\_\_\_\_\_  
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.



\_\_\_\_\_  
Applicant's Signature

10/21/25  
\_\_\_\_\_  
Date

James E. Walls IV  
\_\_\_\_\_  
Print Name

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

Print Name

## **Completed Appendix H – Fill**



9. Describe the type(s) of structure(s) to be erected on the filled area (if any). Complete appropriate appendix.

*N/A.*

# **Appendix I – Rip-rap Sills and Revetments**

### Rip-Rap Sills and Revetments

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. Will the project be:

- New Construction (un-stabilized shoreline)  
 Repair or Replacement of an Existing Rip-Rap Structure or Rubble  
 Repair or Replacement of an Existing Bulkhead  
 (If repair or replacement, submit photographs of the entire existing structure).

2. How many linear feet of shoreline are proposed to be stabilized? 21

3. Is the project a:  Standard rip-rap revetment  Free-standing sill  
 Rip-rap scour protection

4. Describe the existing shoreline:

The existing stream is experiencing deep scouring at the pipe outfall.

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5. What is the total number of cubic yards of rip-rap that will be used? ~22

6. What is the number of cubic yards of rip-rap per running foot of shoreline? 1.05  
 (See page 4 for a guide to calculating total cubic yards and cubic yards per running foot).

7. What will be the average weight of the stone used for the:

Armor stone: \_\_\_\_\_ Core stone: \_\_\_\_\_

[If material other than stone, such as prefab geo-grid or other similar product is proposed, please describe here and include photographs or a brochure. The Department strongly discourages the use of broken concrete, cinderblocks or other materials that are less dense than stone, more apt to move off site due to currents or wave action, and/or are not aesthetically pleasing or in keeping with the natural environment.]

Describe:

The rip-rap pad will consist of Class IV rip-rap over type GS-1 geotextile fabric.

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## 8. For Standard Revetments answer A–F, below: (for Sill projects, skip to Question #9)

A. How many linear feet will the structure extend channelward of:

Mean High Water: \_\_\_\_\_ Mean Low Water: \_\_\_\_\_

Ordinary High Water: \_\_\_\_\_ (for non-tidal waters)

B. How many square feet of the structure will be located:

Channelward of Mean High Water: \_\_\_\_\_ Channelward of Mean Low Water: \_\_\_\_\_

Channelward of Ordinary High Water: \_\_\_\_\_ (for non-tidal waters)

On vegetated wetlands: \_\_\_\_\_

C. Will the revetment be backfilled?  Yes  No

If yes, complete Appendix H and include it in your application.

D. Will filter cloth be used behind the rip-rap structure?  Yes  No

E. What is the average slope of the existing bank? \_\_\_\_\_

F. What is the proposed slope of the rip-rap revetment? \_\_\_\_\_

(See page 3 for a guide to calculating slopes).

## 9. Sill Projects:

A. What is the base width of the proposed structure: \_\_\_\_\_

B. What is the top width of the proposed structure: \_\_\_\_\_

C. How many square feet of the structure will be located:

Channelward of Mean High Water: \_\_\_\_\_ Channelward of Mean Low Water: \_\_\_\_\_

Channelward of Ordinary High Water: \_\_\_\_\_ (for non-tidal waters)

On vegetated wetlands: \_\_\_\_\_

D. What will be the average height of the structure: \_\_\_\_\_

E. How much of the structure (in inches) will extend vertically above:

Mean High Water: \_\_\_\_\_ Ordinary High Water: \_\_\_\_\_ (for non-tidal waters)

F. Are breaks or notches proposed in the sill to allow for greater flushing?  Yes  NoG. Will fill material be placed behind the sill?  Yes  No If yes, complete appropriate appendix.H. Will wetland vegetation be planted behind the sill?  Yes  No

If yes, complete Appendix H and include it in your application.

## 10. Construction Techniques (Complete for both Revetment and Sill Projects):

A. Will any dredging be required? \_\_\_ Yes \_\_\_ No

If yes, please include appropriate dredging Appendix with your application).

B. Please describe the sequence of construction and any techniques that will be utilized to minimize adverse impacts on the aquatic environment, and to preserve existing vegetation (particularly woody vegetation) along the shoreline:

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### CALCULATIONS

RUN = Base width of the structure (in feet) RISE = Vertical height of the structure (in feet)

I. How to calculate total cubic yards:

$$0.5 * RUN * RISE * \text{Linear feet of shoreline stabilized}/27 = \text{Total Cubic Yards}$$

II. How to calculate cubic yards per running foot of shoreline:

$$\text{Total \# Cubic Yards}/ \text{Linear feet of shoreline} = \text{Cubic yards per running foot}$$

III. How to calculate slope: Slope = RUN/RISE

### EXAMPLE:

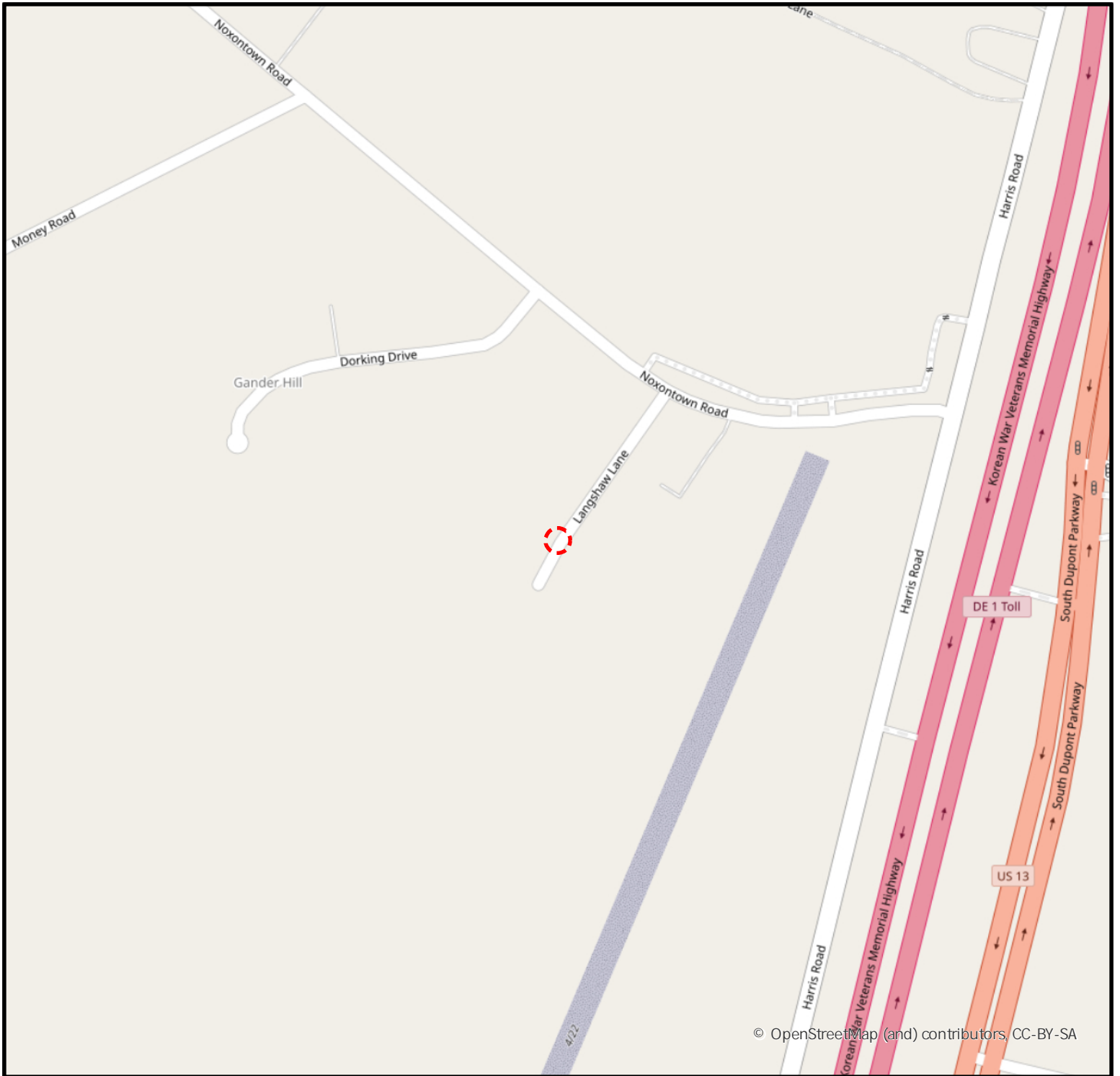
If we propose to stabilize 100 linear feet of shoreline with a rip-rap revetment that has a basewidth of 6 feet and a height of 3 feet:

$$0.5 * 6 * 3 * 100/27 = 33.33 \text{ Total Cubic Yards}$$

$$\text{II. } 33.33/ 100= 0.333 \text{ Cubic Yards per running foot}$$

$$\text{III. } 6/3= \text{Slope of 2}$$

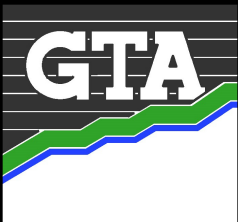
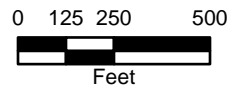
**Site Location Map, USGS Topographic  
Map, and Aerial Imagery**



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

**LEGEND**

 PROJECT AREA



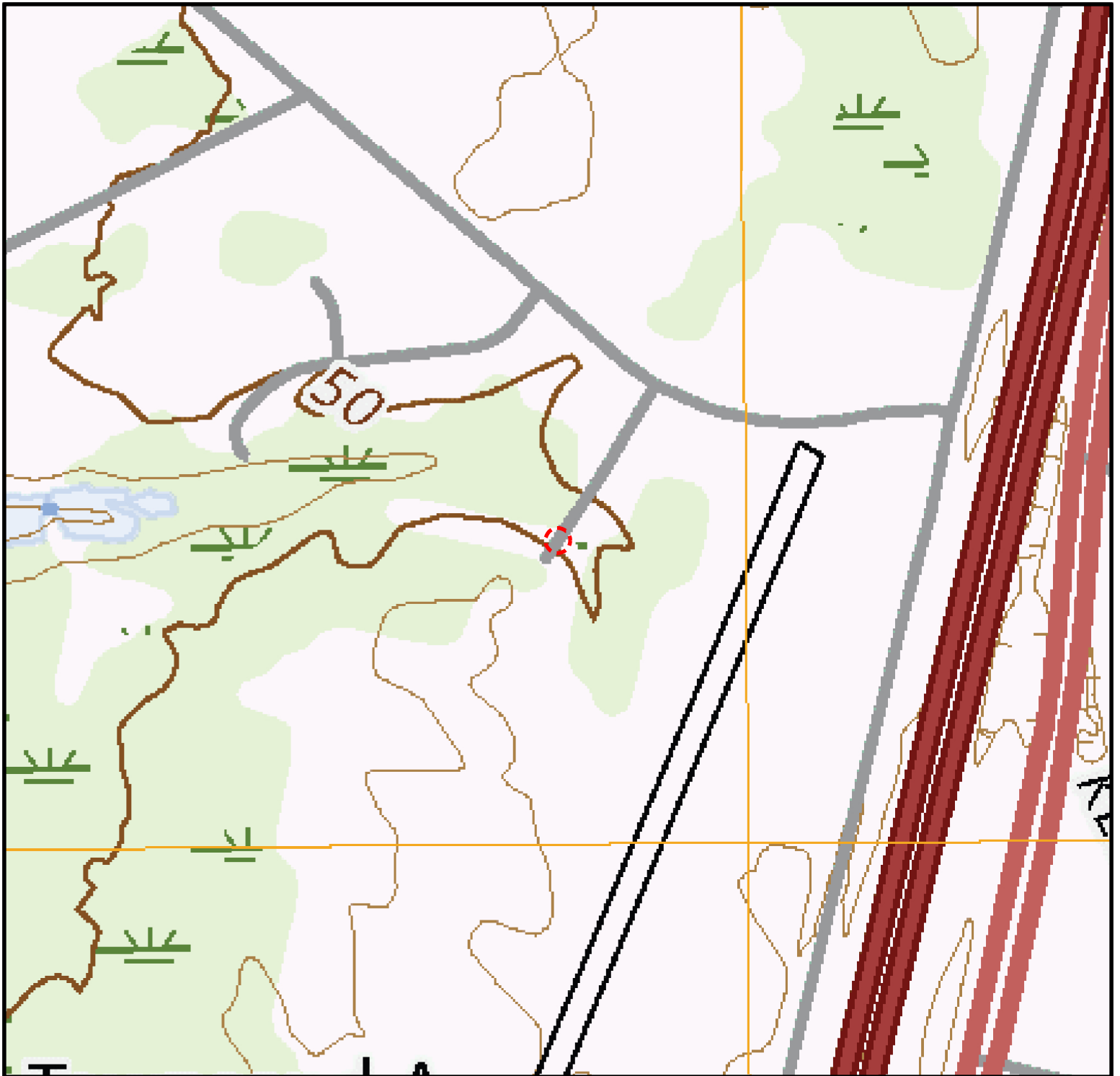
**GEO-TECHNOLOGY ASSOCIATES, INC.**  
 GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

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

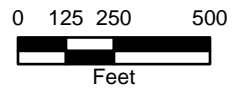
© GEO-TECHNOLOGY ASSOCIATES, INC.

**SITE LOCATION MAP**  
**LANGSHAW LANE**  
**OUTFALL STABILIZATION**

NEW CASTLE COUNTY, DELAWARE



SOURCE: UNITED STATES GEOLOGICAL SURVEY (USGS), MIDDLETOWN, DE QUADRANGLE, 7.5 MINUTE TOPOGRAPHIC MAP SERIES, DATED 2023.



**LEGEND**

 PROJECT AREA



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

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 ABINGDON, MARYLAND 21009  
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 FAX: 410-515-4895  
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**USGS TOPOGRAPHIC MAP  
 LANGSHAW LANE  
 OUTFALL STABILIZATION**

NEW CASTLE COUNTY, DELAWARE

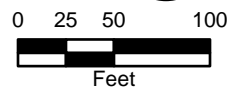


State of Delaware, Maxar, Microsoft

SOURCE: AERIAL IMAGERY PROVIDED BY THE STATE OF DELAWARE / MAXAR / MICROSOFT.

**LEGEND**

 PROJECT AREA



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

3445-A BOX HILL CORPORATE CENTER DRIVE  
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**AERIAL IMAGERY  
 LANGSHAW LANE  
 OUTFALL STABILIZATION**

NEW CASTLE COUNTY, DELAWARE

## **Site Photographs**

**PROJECT NAME:** Langshaw Lane Outfall Stabilization  
**DATE PHOTOGRAPHED:** May 2025  
**GTA PROJECT NUMBER:** 31231964

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**Photograph 1:** View of existing culvert inlet.



**Photograph 2:** View of existing culvert outfall.

# **Rare, Threatened, and Endangered Species Correspondence**



STATE OF DELAWARE  
**DEPARTMENT OF NATURAL RESOURCES AND  
ENVIRONMENTAL CONTROL**

DIVISION OF FISH & WILDLIFE  
RICHARDSON & ROBBINS BUILDING  
89 KINGS HIGHWAY  
DOVER, DELAWARE 19901

**DIRECTOR'S  
OFFICE**

PHONE  
(302) 739-9910

October 30, 2025

Kevin Slade  
Geo-Technology Associates, Inc.  
3445 Box Hill Corp. Center Drive, Suite A  
Abingdon, MD 21009

*Re: GTA 2025 Langshaw Lane Outfall Stabilization*

Dear Kevin:

Thank you for contacting the Division of Fish and Wildlife (DFW) Species Conservation and Research Program about information on rare, threatened and endangered species, unique natural communities, and other significant natural resources as they relate to the above referenced project.

*State Natural Heritage Site*

A review of our database indicates that there are currently no records of state-rare or federally-listed plants, animals or natural communities at this project site. As a result, at present, this project does not lie within a State Natural Heritage Site, nor does it lie within a Delaware National Estuarine Research Reserve which are two criteria used to identify "Designated Critical Resource Waters" in the U.S. Army Corps of Engineers (USACE) Nationwide Permit General Condition No. 22. A copy of this letter shall be included in any permit application or pre-construction notification submitted to the USACE for activities on this property.

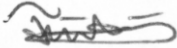
*Fisheries*

The DFW does not have fish community data for the project location. However, it is unlikely that habitat occurs in the project site that would support anadromous fish species. No time of year restrictions or other measures are requested for these species or for resident gamefish species.

We are continually updating our records on Delaware's rare, threatened and endangered species, unique natural communities and other significant natural resources. If the start of the project is delayed more than a year past the date of this letter, please contact us again for the latest information.

Please feel free to contact me with any questions or if you require additional information.

Sincerely,



Faith Garcia  
*Environmental Review Coordinator*  
Phone: (302) 735-8665  
Cell: (302) 443-3812  
Email: christinefaith.garcia@delaware.gov  
89 Kings Highway  
Dover, DE 19901

(See invoice on next page)

## **Parcel 1401200023 Deed**

**Parcel # 1401200023**

Property Address: 0 MONEY RD  
TOWNSEND, DE 19734-

Subdivision:  
Owner: GANDER HILL POULTRY FARM INC  
P O BOX 168

Owner Address:  
MIDDLETOWN, DE 19709

Municipal Info: Unincorporated

Lot #:	Property Class: RESIDENTIAL
Location:	Lot Size: 113.37
Map Grid: 08002780	Lot Depth: 0
Block:	Lot Frontage: 0
Census Tract: 168.04	Street Finish:
Street Type: FEEDER	
Water:	
Microfilm #: 000000	

**District & Zoning Info**

Districts

- **FIRE/RESCUE - TOWNSEND**
- **APPOQUINIMINK SCHOOL DIST-TRES**
- PLANNING 7 - MOT
- WETLANDS-LU
- DE REP 11-JEFFREY N SPIEGELMAN
- SOUTH OF C & D CANAL
- DE SEN 14-BRUCE C ENNIS
- COUNCIL 6 - DAVID B CARTER

Zoning

- SR - UDC - SUBURBAN RESERVE

**Deed History**

Grantee(s)	Deed	Multi?	Sale Date	Sale Amount
GANDER HILL POULTRY FARM INC	0 0	Y	Not Available	\$0.00

**Tax/Assessment Info**

Assessment

Land: 113400  
Structure: 0  
Homesite: 0  
Total: 113400  
County Taxable: 113400  
School Taxable: 113400

**Tax Bills as of 10/21/2022 3:01:16 AM**

Tax Year	County			School		
	Principal Due	Penalty Due	Amt Paid	Principal Due	Penalty Due	Amt Paid
2010A	\$0.00	\$0.00	\$821.67	\$0.00	\$0.00	\$1,802.72
2011A	\$0.00	\$0.00	\$828.89	\$0.00	\$0.00	\$1,807.25
2012A	\$0.00	\$0.00	\$824.52	\$0.00	\$0.00	\$1,987.56
2013A	\$0.00	\$0.00	\$822.95	\$0.00	\$0.00	\$2,157.66
2014A	\$0.00	\$0.00	\$826.32	\$0.00	\$0.00	\$2,175.01
2015A	\$0.00	\$0.00	\$823.88	\$0.00	\$0.00	\$2,183.74
2016A	\$0.00	\$0.00	\$818.40	\$0.00	\$0.00	\$2,274.35
2017A	\$0.00	\$0.00	\$819.04	\$0.00	\$0.00	\$2,565.90
2018A	\$0.00	\$0.00	\$877.52	\$0.00	\$0.00	\$2,657.19
2019A	\$0.00	\$0.00	\$931.69	\$0.00	\$0.00	\$2,740.99
2020A	\$0.00	\$0.00	\$936.98	\$0.00	\$0.00	\$3,029.02
2021A	\$0.00	\$0.00	\$995.62	\$0.00	\$0.00	\$3,247.67
2022A	\$0.00	\$0.00	\$934.90	\$0.00	\$0.00	\$3,126.78

**Tax Payments as of 10/21/2022 3:01:16 AM**

Date Paid	Amt Paid
9/21/2010	\$2,624.39
9/28/2011	\$2,636.14
9/28/2012	\$4,488.56
9/26/2013	\$1,304.13
9/26/2014	\$3,001.33
9/24/2015	\$3,007.62
9/27/2016	\$3,092.75
9/26/2017	\$3,384.94
10/2/2018	\$3,534.71
9/30/2019	\$3,672.68
9/29/2020	\$3,966.00
10/18/2021	\$4,012.29
8/22/2022	\$4,292.68

County Balance Due: \$0.00

School Balance Due: \$0.00

These amounts are valid through the last day of the month. For accounts with delinquent balances, statutory penalty will accrue on the first day of next month.

## Tax and Sewer Info for Parcel # 1401200023

Tax History as of 10/21/2022 3:01:16 AM

Tax Year	County				School			
	Principal Due	Penalty Due	Date Paid	Amt Paid	Principal Due	Penalty Due	Date Paid	Amt Paid
2010A	\$0.00	\$0.00	9/21/2010	\$821.67	\$0.00	\$0.00	9/21/2010	\$1,802.72
2011A	\$0.00	\$0.00	9/28/2011	\$828.89	\$0.00	\$0.00	9/28/2011	\$1,807.25
2012A	\$0.00	\$0.00	9/28/2012	\$824.52	\$0.00	\$0.00	9/28/2012	\$1,987.56
2013A	\$0.00	\$0.00	8/8/2013	\$822.95	\$0.00	\$0.00	9/26/2013	\$2,157.66
2014A	\$0.00	\$0.00	9/26/2014	\$826.32	\$0.00	\$0.00	9/26/2014	\$2,175.01
2015A	\$0.00	\$0.00	9/24/2015	\$823.88	\$0.00	\$0.00	9/24/2015	\$2,183.74
2016A	\$0.00	\$0.00	9/27/2016	\$818.40	\$0.00	\$0.00	9/27/2016	\$2,274.35
2017A	\$0.00	\$0.00	9/26/2017	\$819.04	\$0.00	\$0.00	9/26/2017	\$2,565.90
2018A	\$0.00	\$0.00	10/2/2018	\$877.52	\$0.00	\$0.00	10/2/2018	\$2,657.19
2019A	\$0.00	\$0.00	9/30/2019	\$931.69	\$0.00	\$0.00	9/30/2019	\$2,740.99
2020A	\$0.00	\$0.00	9/29/2020	\$936.98	\$0.00	\$0.00	9/29/2020	\$3,029.02
2021A	\$0.00	\$0.00	10/18/2021	\$995.62	\$0.00	\$0.00	8/22/2022	\$3,247.67
2022A	\$0.00	\$0.00	8/22/2022	\$934.90	\$0.00	\$0.00	8/22/2022	\$3,126.78

County Balance Due: \$0.00

School Balance Due: \$0.00

These amounts are valid through the last day of the month. For accounts with delinquent balances, statutory penalty will accrue on the first day of next month.

# LOCAL SCHOOL, COUNTY, AND OTHER TAXES AND FEES

New Castle County, Delaware  
 For Fiscal Year 07/01/2022 - 06/30/2023  
[www.nccde.org](http://www.nccde.org)

If you have filed bankruptcy, this bill may not reflect the entire debt owed to New Castle County. Please contact Treasury for an accounting of all pre-petition and/or post-petition amounts you may owe. New Castle County will not seek to collect pre-petition balances until the automatic stay provided in 11 U.S.C. 362 has terminated. New Castle County will continue to collect all post-petition amounts, including penalty.

See back of bill for discount / exemption information.

ACCOUNT NUMBER:  
1401200023

PROPERTY DESC:  
Lot No.:

00000 MONEY

BILLING DATE:  
07/22/2022

MAIL BY:  
08/17/2022

Mortgage Company Information

Exempt Codes  
NONE


Rates Based on 100 Percent of Assessment Value

Bills are due and payable upon receipt. Statutory penalties will be applied if payment is not received by 08/31/2022 without regard to postmark.

Current amounts becoming past due will be assessed an immediate penalty of 6%. ALL accounts will be charged an additional 1% penalty on the first of every month thereafter.

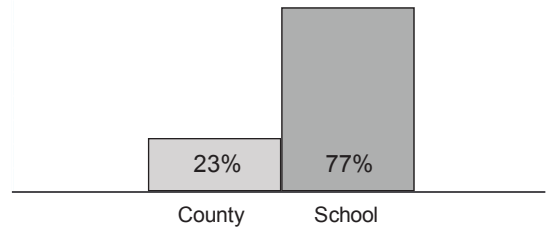
Unpaid taxes constitute a lien against your property. Failure to make timely payment may subject your property to foreclosure.

PLEASE NOTE ANY CHANGE OF MAILING ADDRESS ON THE REVERSE SIDE

COUNTY AND OTHER TAXES AND FEES					
 For inquiries concerning your County tax bill, please call (302) 395-5340 For inquiries concerning any "Land USE Fees" listed below, please call (302) 395-5040					
Tax	Taxable Assessment	X	Rate/\$100 Assessment	X %	= Current Amount
COUNTY PROPERTY	113400		0.80660	100	914.68
CROSSING GUARD	113400		0.01783	100	20.22
<b>Total Current Tax</b>					934.90
<b>Prior Balance</b>					0.00
<b>Penalty</b>					0.00
<b>TOTAL COUNTY AND OTHER ITEMS DUE</b>					934.90

LOCAL SCHOOL DISTRICT TAXES STATE OF DELAWARE					
School tax rates are set by your school district and are collected by New Castle County as required by State law. For inquiries concerning your school tax rates, please call -School: 302-376-4126 Vocational: 302-995-8000					
School District	Taxable Assessment	X	Rate/\$100 Assessment	X %	= Current Amount
APPOQUINIMINK	113400		2.58330	100	2,929.46
NCC VOCATIONAL	113400		0.17400	100	197.32
<b>Total Current Tax</b>					3,126.78
<b>Prior Balance</b>					210.00
<b>Penalty</b>					21.00
<b>TOTAL SCHOOL DISTRICT TAXES DUE</b>					3,357.78
<b>TOTAL TAXES AND FEES DUE</b>					<b>\$4,292.68</b>

Percentage of Current Taxes



THIS PORTION IS FOR YOUR RECORDS

Please return this portion with your payment.

Make check payable to NEW CASTLE COUNTY  
 Mail to PO Box 782888, Philadelphia, PA 19178-2888



LOCAL SCHOOL, COUNTY, AND OTHER TAXES AND FEES  
 New Castle County, Delaware  
 For Fiscal Year 07/01/2022 - 06/30/2023

NEW CASTLE COUNTY

CHECK BOX FOR CHANGE OF ADDRESS

ACCOUNT NUMBER:	1401200023
AMOUNT DUE:	\$4,292.68
DUE DATE:	08/31/2022



NC0522-24C  
 GANDER HILL POULTRY FARM INC  
 PO BOX 168  
 MIDDLETOWN DE 19709-0168

037195

114012000234040404040000004292685

**LOCAL SCHOOL, COUNTY, AND OTHER TAXES AND FEES**

New Castle County, Delaware  
 For Fiscal Year 07/01/2021 - 06/30/2022  
[www.nccde.org](http://www.nccde.org)

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See back of bill for discount / exemption information.

ACCOUNT NUMBER:  
1401200023

PROPERTY DESC:  
Lot No.:

00000 MONEY

BILLING DATE:  
04/20/2022

MAIL BY:  
04/26/2022

Mortgage Company Information

Exempt Codes  
NONE

PAST DUE

**COUNTY AND OTHER TAXES AND FEES**



For inquiries concerning your County tax bill, please call (302) 395-5340  
 For inquiries concerning any "Land USE Fees" listed below, please call (302) 395-5040

<u>Tax</u>	<u>Taxable</u>	X	<u>Rate/\$100</u>	X	<u>%</u>	=	<u>Current</u>
	<u>Assessment</u>		<u>Assessment</u>				<u>Amount</u>

<b>Total Current Tax</b>	0.00
<b>Prior Balance</b>	0.00
<b>Penalty</b>	0.00
<b>TOTAL COUNTY AND OTHER ITEMS DUE</b>	0.00

**LOCAL SCHOOL DISTRICT TAXES STATE OF DELAWARE**

School tax rates are set by your school district and are collected by New Castle County as required by State law. For inquiries concerning your school tax rates, please call -School: Vocational:



<u>School District</u>	<u>Taxable</u>	X	<u>Rate/\$100</u>	X	<u>%</u>	=	<u>Current</u>
	<u>Assessment</u>		<u>Assessment</u>				<u>Amount</u>

<b>Total Current Tax</b>	0.00
<b>Prior Balance</b>	210.00
<b>Penalty</b>	12.60
<b>TOTAL SCHOOL DISTRICT TAXES DUE</b>	222.60

**TOTAL TAXES AND FEES DUE \$222.60**

**Percentage of Current Taxes**

County School

THIS PORTION IS FOR YOUR RECORDS

Bills are due and payable upon receipt. Statutory penalties will be applied if payment is not received by 04/30/2022 without regard to postmark.

Current amounts becoming past due will be assessed an immediate penalty of 6%. ALL accounts will be charged an additional 1% penalty on the first of every month thereafter.

Unpaid taxes constitute a lien against your property. Failure to make timely payment may subject your property to foreclosure.

PLEASE NOTE ANY CHANGE OF MAILING ADDRESS ON THE REVERSE SIDE

Please return this portion with your payment.

Make check payable to NEW CASTLE COUNTY  
 Mail to PO Box 782888, Philadelphia, PA 19178-2888



LOCAL SCHOOL, COUNTY, AND OTHER TAXES AND FEES  
 New Castle County, Delaware  
 For Fiscal Year 07/01/2021 - 06/30/2022

NEW CASTLE COUNTY

CHECK BOX FOR CHANGE OF ADDRESS



NC0322-23C  
 GANDER HILL POULTRY FARM INC  
 PO BOX 168  
 MIDDLETOWN DE 19709-0168

004274

ACCOUNT NUMBER:	1401200023
AMOUNT DUE:	\$222.60
DUE DATE:	04/30/2022

114012000234040404040000000222607

# LOCAL SCHOOL, COUNTY, AND OTHER TAXES AND FEES

New Castle County, Delaware  
 For Fiscal Year 07/01/2021 - 06/30/2022  
[www.nccde.org](http://www.nccde.org)

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See back of bill for discount / exemption information.

ACCOUNT NUMBER:  
1401200023

PROPERTY DESC:  
Lot No.:

00000 MONEY

BILLING DATE:  
10/21/2021

MAIL BY:  
10/24/2021

Mortgage Company Information

Exempt Codes  
NONE

PAST DUE

## COUNTY AND OTHER TAXES AND FEES



For inquiries concerning your County tax bill, please call (302) 395-5340  
 For inquiries concerning any "Land USE Fees" listed below, please call (302) 395-5040

<u>Tax</u>	<u>Taxable</u>	X	<u>Rate/\$100</u>	X	<u>%</u>	=	<u>Current</u>
	<u>Assessment</u>		<u>Assessment</u>				<u>Amount</u>

<b>Total Current Tax</b>	0.00
<b>Prior Balance</b>	939.27
<b>Penalty</b>	56.35
<b>TOTAL COUNTY AND OTHER ITEMS DUE</b>	995.62

## LOCAL SCHOOL DISTRICT TAXES STATE OF DELAWARE

School tax rates are set by your school district and are collected by New Castle County as required by State law. For inquiries concerning your school tax rates, please call -School: Vocational:



<u>School District</u>	<u>Taxable</u>	X	<u>Rate/\$100</u>	X	<u>%</u>	=	<u>Current</u>
	<u>Assessment</u>		<u>Assessment</u>				<u>Amount</u>

<b>Total Current Tax</b>	0.00
<b>Prior Balance</b>	3,073.02
<b>Penalty</b>	153.65
<b>TOTAL SCHOOL DISTRICT TAXES DUE</b>	3,226.67

**TOTAL TAXES AND FEES DUE** **\$4,222.29**

### Percentage of Current Taxes

County	School
--------	--------

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Current amounts becoming past due will be assessed an immediate penalty of 6%. ALL accounts will be charged an additional 1% penalty on the first of every month thereafter.

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 Mail to PO Box 782888, Philadelphia, PA 19178-2888



LOCAL SCHOOL, COUNTY, AND OTHER TAXES AND FEES  
 New Castle County, Delaware  
 For Fiscal Year 07/01/2021 - 06/30/2022

NEW CASTLE COUNTY

CHECK BOX FOR CHANGE OF ADDRESS



NC0821-27G  
 GANDER HILL POULTRY FARM INC  
 PO BOX 168  
 MIDDLETOWN DE 19709-0168

007102

ACCOUNT NUMBER:	1401200023
AMOUNT DUE:	\$4,222.29
DUE DATE:	11/01/2021

114012000234040404040000004222296

**LOCAL SCHOOL, COUNTY, AND OTHER TAXES AND FEES**

New Castle County, Delaware  
 For Fiscal Year 07/01/2021 - 06/30/2022  
[www.nccde.org](http://www.nccde.org)

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**See back of bill for discount / exemption information.**

**ACCOUNT NUMBER:**  
1401200023

**PROPERTY DESC:**  
Lot No.:

00000 MONEY

**BILLING DATE:**  
07/23/2021

**MAIL BY:**  
09/16/2021

**Mortgage Company Information**

**Exempt Codes**  
NONE

Rates Based on 100 Percent of Assessment Value

COUNTY AND OTHER TAXES AND FEES				
For inquiries concerning your County tax bill, please call (302) 395-5340 For inquiries concerning any "Land USE Fees" listed below, please call (302) 395-5040				
Tax	Taxable Assessment	X	Rate/\$100 Assessment	X % = Current Amount
COUNTY PROPERTY	113400		0.81110	919.79
CROSSING GUARD	113400		0.01718	19.48
<b>Total Current Tax</b>				939.27
<b>Prior Balance</b>				0.00
<b>Penalty</b>				0.00
<b>TOTAL COUNTY AND OTHER ITEMS DUE</b>				939.27

LOCAL SCHOOL DISTRICT TAXES STATE OF DELAWARE				
School tax rates are set by your school district and are collected by New Castle County as required by State law. For inquiries concerning your school tax rates, please call -School: 302-323-2729 Vocational: 302-995-8000				
School District	Taxable Assessment	X	Rate/\$100 Assessment	X % = Current Amount
APPOQUINIMINK	113400		2.54040	2,880.81
NCC VOCATIONAL	113400		0.16950	192.21
<b>Total Current Tax</b>				3,073.02
<b>Prior Balance</b>				0.00
<b>Penalty</b>				0.00
<b>TOTAL SCHOOL DISTRICT TAXES DUE</b>				3,073.02
<b>TOTAL TAXES AND FEES DUE</b>				<b>\$4,012.29</b>

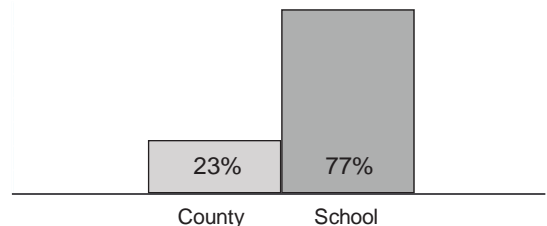
Bills are due and payable upon receipt. Statutory penalties will be applied if payment is not received by 09/30/2021 without regard to postmark.

Current amounts becoming past due will be assessed an immediate penalty of 6%. ALL accounts will be charged an additional 1% penalty on the first of every month thereafter.

Unpaid taxes constitute a lien against your property. Failure to make timely payment may subject your property to foreclosure.

PLEASE NOTE ANY CHANGE OF MAILING ADDRESS ON THE REVERSE SIDE

Percentage of Current Taxes



THIS PORTION IS FOR YOUR RECORDS

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Make check payable to NEW CASTLE COUNTY  
 Mail to PO Box 782888, Philadelphia, PA 19178-2888



LOCAL SCHOOL, COUNTY, AND OTHER TAXES AND FEES  
 New Castle County, Delaware  
 For Fiscal Year 07/01/2021 - 06/30/2022

NEW CASTLE COUNTY

CHECK BOX FOR CHANGE OF ADDRESS



NC0621-30M  
 GANDER HILL POULTRY FARM INC  
 PO BOX 168  
 MIDDLETOWN DE 19709-0168

036173

<b>ACCOUNT NUMBER:</b>	1401200023
<b>AMOUNT DUE:</b>	\$4,012.29
<b>DUE DATE:</b>	09/30/2021

114012000234040404040000004012291

Legend

- Parcels
- Municipal...**
- Munici...
- Structures**
- Comm...
- Resid...
- Apart...
- Agricu...
- Parks and Rec
- Schoo...
- Univer...
- Religi...
- Institut...
- Gover...
- Office
- Lodging
- Retail/...
- Gas Station
- Super...
- Resta...
- Indust...
- Hospit... Aid
- Utility



NCCDE GIS

hands and seals the day and year aforesaid.

Sealed and Delivered (		Charles R. Sweeney	(SEAL)
in the presence of )		Ella May Sweeney	(SEAL)
James W. Lukens (	*****		
	* U.S.I.R. Stamp *		
State of Penna. (	* 50.50 *		
) SS.	* Cancelled *		
Delaware County (	*****		

BE IT REMEMBERED, That on this Twelfth day of April in the year of our Lord one thousand nine hundred and forty personally came before me, Charles R. Sweeney and Ella May Sweeney, parties to this indenture, known to me personally to be such, and have acknowledged this indenture to be their deed. And the said Ella May Sweeney being at the same time privately examined by me, apart from her husband, acknowledged that she executed the said indenture willingly, without compulsion or threats, or fear of her husbands displeasure.

GIVEN under my hand and seal of office, the day and year aforesaid.

\*\*\*\*\*  
 \* James W. Lukens \*  
 \* Notary Public \*  
 \* Chester City \*  
 \* Delaware Co., Pa. \*  
 \*\*\*\*\*

James W. Lukens  
 Notary Public  
 Notary Public  
 My commission expires  
 March 9, 1943

Received for Record July 17, 1940~

Albert Stetser

Recorder

Compared  
to books

\*\*\*\*\*

THIS DEED, made this Second day of July in the year of our Lord one thousand nine hundred and forty

BETWEEN, Cedric E. Cooper and Ruth E. Cooper, his wife, of Appoquinimink Hundred, New Castle County and State of Delaware, parties of the first part, and Gander Hill Poultry Farm, Inc., a corporation of the State of Delaware, party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollars (\$1.00) and other valuable consideration, lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said party of the second part, its successors and assigns,

ALL those two certain tracts and parcels of land with the buildings thereon erected, situated in Appoquinimink Hundred, New Castle County, State of Delaware, bounded and described as follows, to-wit:

No. 1. Beginning at a stake in the woods corner for land held by Martha Lynam and in a line of land held by Abraham Ingram from thence by land held by said Ingram North forty-one degrees east one hundred and five perches to a large stone, corner for lands of James Doughten and therewith North forty-two degrees east one hundred and sixty-five perches to a stake, thence with land of said Doughten and the public road leading to Nextentown, North forty-seven and a half degrees West, one hundred and fifteen perches to a corner in said road; from thence with line of land held by Martha Lynam South sixty-six and a half degrees West, one hundred and forty-eight and eight tenths perches to a stake, corner for Martha Lynam, and therewith South ten and a half degrees East, two hundred and twenty-three perches to the place of Beginning. Containing one hundred and ninety-seven acres and thirty-five perches

of land. Excepting and reserving out of the said tract about nine acres and fifty-six and three quarters perches of land sold to Charles D. Lore by Deed of Charles M. Bird and wife dated July 3rd, 1880, and recorded in Deed Record S, Vol. 11, Page 26, etc., in the office for the Recording of deeds, etc., at Wilmington in and for said County of New Castle.

No. 2. Also all that certain lot, piece or parcel of land situate in the Hundred aforesaid; Beginning at a stake, corner for land of the Isaac M. Davis and running thence by and with the line between this and land of said Davis (formerly Bird) North forty-seven and one half degrees West, eleven and thirty-five hundredths perches to a stake in the side of the public road leading from Fieldsborough to Noxentown Mills: Thence north thirty-three and one half degrees East, one and four tenths perches to centre of said road; thence along centre of said road, South sixty-six and three fourths degrees East, eleven and three tenths perches to a stake; Thence south thirty-one degrees West, five and four tenths perches to the place of Beginning. Containing thirty-eight and one-half square perches of land.

BEING the same lands and premises which Lester L. Carlisle, D.S. by his Indenture dated May 16, 1934, recorded in the office for the Recording of Deeds, &c., in and for New Castle County in Deed Record B, Vol. 39, Page 352, granted and conveyed unto Cedric E. Cooper and Ruth E. Cooper, his wife, in fee.

SUBJECT nevertheless to the lien of that certain mortgage of Three Thousand Dollars (\$3,000.00) held by Lester L. Carlisle, recorded in Mortgage Record L, Vol. 26, Page 302, which the said party of the second part hereby agrees to assume and pay as the consideration for said lands and premises herein described.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year aforesaid.

Sealed and Delivered  
in the presence of  
Elizabeth M. Stevens  
for both

Cedric E. Cooper (SEAL)  
Ruth E. Cooper (SEAL)

State of Delaware ( )  
New Castle County ( ) SS.

\*\*\*\*\*  
\* U.S.I.R. Stamps \*  
\* \$0.50 \*  
\* Cancelled \*  
\*\*\*\*\*

BE IT REMEMBERED, That on this Second day of July in the year of our Lord one thousand nine hundred and forty personally came before me, the subscriber a Notary Public for the State of Delaware, Cedric E. Cooper and Ruth E. Cooper, his wife, parties to this indenture, known to me personally to be such, and severally acknowledged this indenture to be their deed. And the said Ruth E. Cooper, being at the same time privately examined by me, apart from her husband, acknowledged that she executed the said indenture willingly, without compulsion or threats, or fear of her husband's displeasure.

GIVEN under my hand and seal of office, the day and year aforesaid.

\*\*\*\*\*  
\* Elizabeth M. Stevens \*  
\* Notary Public \*  
\* Appointed November 21, 1936 \*  
\* Term Four Years \*  
\* State of Delaware \*  
\*\*\*\*\*

Elizabeth M. Stevens  
Notary Public  
Received for Record July 17, 1940  
Albert Stetser

Recorder Compared  
Rhood.

\*\*\*\*\*



20021212-0119453

Pages: 18 F: \$168.00

12/12/02 12:03:09 PM

T20020099786

Michael E. Kozikowski  
New Castle Recorder MTG

Parcel ID No(s): 14-012.00-023 &  
14-012.14-001 & 14-012.21-003

Prepared By:

S. Cordill, CLO  
Wilmington Savings Fund Society, FSB  
838 Market Street  
Wilmington, DE 19801

Return To:

Wilmington Savings Fund Society, FSB  
838 Market Street  
Wilmington, DE 19801

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### MORTGAGE

**MAXIMUM LIEN.** The maximum unpaid principal balance secured by this Mortgage at any one time shall not exceed \$500,000.00.

**THIS MORTGAGE** dated October 29, 2002, is made and executed between Gander Hill Poultry Farm, Inc. n/k/a Gander Hill Farm, Inc., whose address is 9 Wood Street., P.O. Box 168, Middletown, DE 19709 (referred to below as "Grantor") and Wilmington Savings Fund Society, FSB, whose address is 838 Market Street, Wilmington, DE 19801 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, conveys and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in New Castle County, State of Delaware:

All that certain lot, piece or parcel of land situate in Appoquinimink, Hundred, New Castle County, State of Delaware, more particularly described in Deed of Cedric E. Cooper and Ruth E. Cooper, dated July 2, 1940, and recorded in the office for the Recording of Deeds in Wilmington, Delaware, in Deed Record Book, C42, Page 59, which description is herein incorporated by reference.

The Real Property or its address is commonly known as and consist of a 113.37 acre of property (14-012.00-023), a 0.68 acre parcel (14-012.21-003) and a 0.52 acre

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parcel (14-012.14-001) off of Money Road, Appoquinimink Hundred, New Castle County, Townsend, DE 19734. The Real Property tax identification number is 14-012.00-023 & 14-012.14-001 & 14-012.21-003

**REVOLVING LINE OF CREDIT.** Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit, under which Lender may make future advances to Borrower up to a maximum amount of \$500,000.00 so long as Borrower complies with all the terms of the Note.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**FUTURE ADVANCES.** This Mortgage is given for the purpose of creating a lien on real property in order to secure not only existing indebtedness, but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, and whether made before or after default or maturity or other similar events, to the same extent as if such future advances were made on the date of the execution hereof, even if no advance was made at the time of such execution or if no indebtedness is outstanding at the time any such advance is made. The lien of this Mortgage, as to third persons, with or without actual knowledge thereof, shall have priority as to all such indebtedness and future advances from the date of recordation of this Mortgage as provided by law, in accordance with the provisions of 25 Del. C. 2118, as the same may hereafter be amended. To the fullest extent permitted by applicable law, this Mortgage shall also secure disbursements and other advances provided for in the Note and Related Documents, the terms of which are incorporated herein by reference, as well as for the payment of taxes, assessments, maintenance charges, insurance premiums or costs relating to the Property, for the curing of waste of the Property, for the discharge of liens having priority over the lien of this Mortgage, for the curing of waste of the Property, for the indemnification obligations regarding environmental liabilities of the Property, and for the payment of service charges and expenses incurred by reason of Borrower's default (including late charges, attorneys' fees and court costs) together with interest thereon. The total amount of the indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid principal balance at any one time shall not exceed the amount stated below as the maximum lien amount.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any

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action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances,

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including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to

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Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Delaware law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest

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proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the

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proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.**

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The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as Default, and Lender may exercise any or all of its available remedies for Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be

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obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, the estate hereby granted shall cease and become void and of no effect, and Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee or other costs of satisfying the mortgage of record as determined by Lender from time to time.

**DEFAULT.** Default will occur if payment in full is not made immediately when due.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall

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have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**CONFESSION OF JUDGEMENT. GRANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY-AT-LAW TO APPEAR IN ANY COURT OF RECORD AND TO CONFESS JUDGMENT AGAINST GRANTOR FOR THE UNPAID AMOUNT OF THIS MORTGAGE AS EVIDENCED BY AN AFFIDAVIT SIGNED BY AN OFFICER OF LENDER SETTING FORTH THE AMOUNT THEN DUE, REASONABLE ATTORNEYS' FEES PLUS COSTS OF SUIT, AND TO RELEASE ALL ERRORS, AND WAIVE ALL RIGHTS OF APPEAL. IF A COPY OF THIS MORTGAGE, VERIFIED BY AN AFFIDAVIT, SHALL HAVE BEEN FILED IN THE PROCEEDING, IT WILL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY. GRANTOR WAIVES THE RIGHT TO ANY STAY OF EXECUTION AND THE BENEFIT OF ALL EXEMPTION LAWS NOW OR HEREAFTER IN EFFECT. NO SINGLE EXERCISE OF THE FOREGOING WARRANT AND POWER TO CONFESS JUDGMENT WILL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE INVALID, VOIDABLE, OR VOID; BUT THE POWER WILL CONTINUE UNDIMINISHED AND MAY BE EXERCISED FROM TIME TO TIME AS LENDER MAY ELECT UNTIL ALL AMOUNTS OWING ON THIS MORTGAGE HAVE BEEN PAID IN FULL.**

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**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until

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repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Lender may also recover from Grantor all court, alternative dispute resolution or other collection costs (including, without limitation, fees and charges of collection agencies) actually incurred by Lender.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the State of Delaware. This Mortgage has been accepted by Lender in the State of Delaware.

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**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of New Castle County, State of Delaware.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability

under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means James Everett Walls, Jr; Judith Walls ; and James Everett Walls, III, and all other persons and entities signing the Note in whatever capacity.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Grantor.** The word "Grantor" means Gander Hill Poultry Farm, Inc.,n/k/a Gander Hill Farm, Inc..

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

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**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender.

**Lender.** The word "Lender" means Wilmington Savings Fund Society, FSB, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated October 29, 2002, **in the original principal amount of \$500,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS AND AGREES THAT THIS MORTGAGE SHALL BE DEEMED FOR ALL PURPOSES TO BE A SEALED INSTRUMENT.

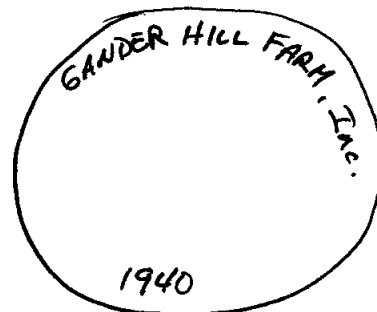
THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

GANDER HILL POULTRY FARM, INC., N/K/A GANDER HILL FARM, INC.

By: James Everett Walls, Jr. (Seal)  
James Everett Walls, Jr., President of Gander Hill Poultry Farm, Inc., n/k/a Gander Hill Farm, Inc.

ATTEST: Judith A. Walls (Corporate Seal)  
Secretary or Assistant Secretary



CORPORATE ACKNOWLEDGMENT

STATE OF Delaware )  
 ) SS  
COUNTY OF New Castle )

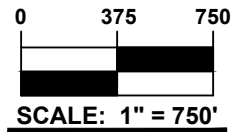
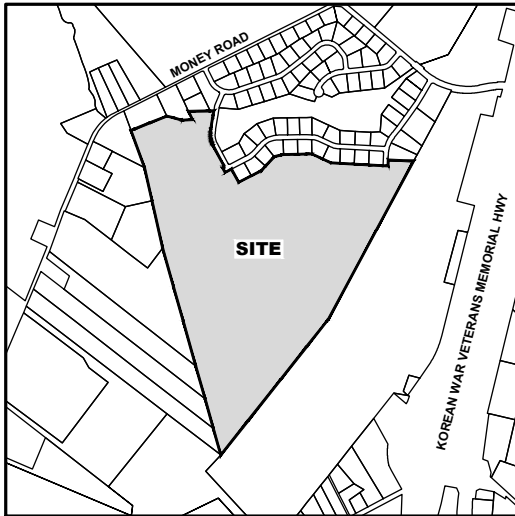
The foregoing instrument was acknowledged before me this 22nd day of November, 2002 by **James Everett Walls, Jr., President of Gander Hill Poultry Farm, Inc., n/k/a Gander Hill Farm, Inc.**, a Delaware corporation, on behalf of the corporation.

Mary W. Harris  
(Signature of Person Taking Acknowledgment)  
notary public  
(Title or Rank)  
\_\_\_\_\_  
(Serial Number, if any)

MARY W. HARRIS, NOTARY PUBLIC  
My Commission Expires April 6, 2004

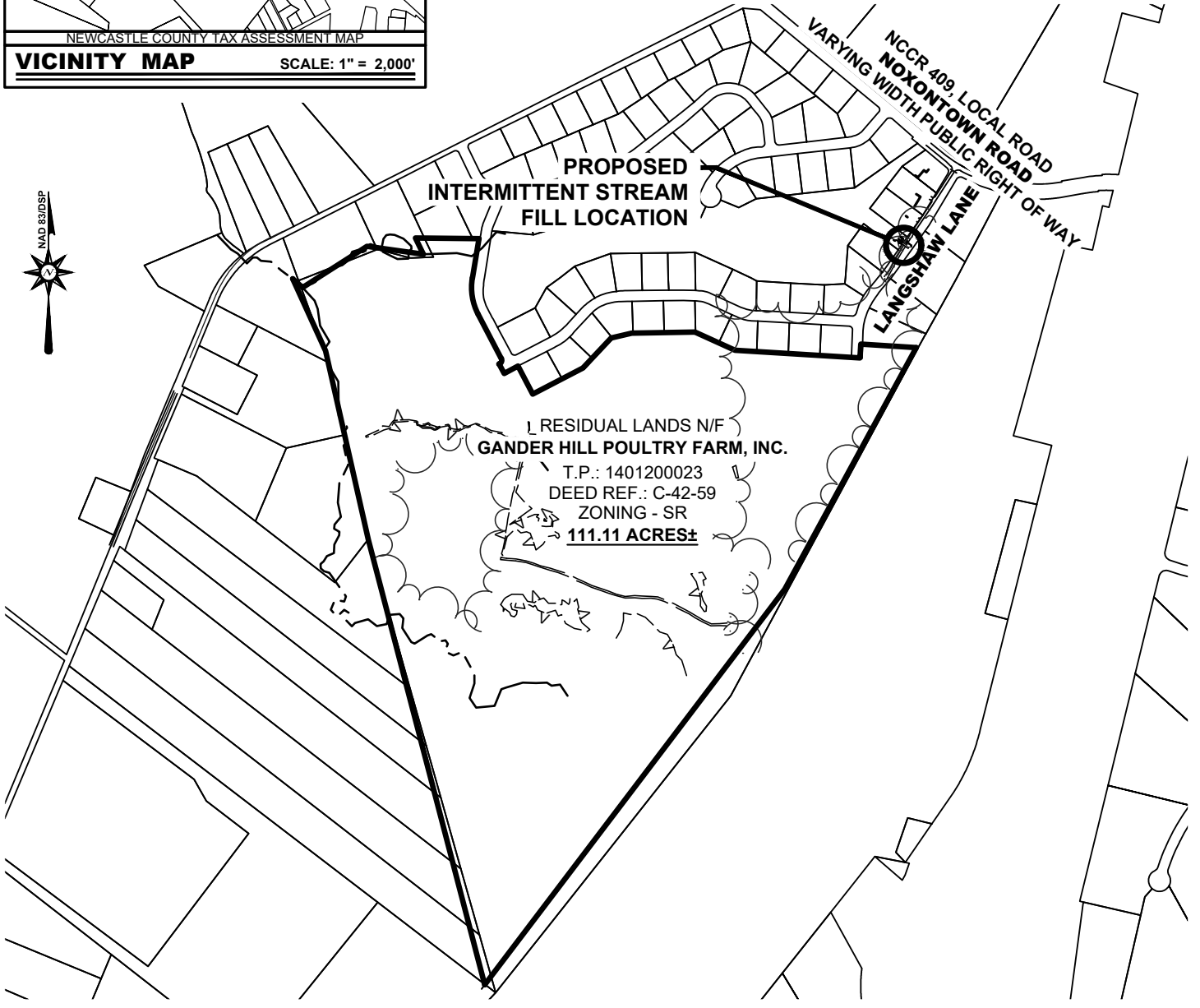
MARY W. HARRIS, NOTARY PUBLIC  
My Commission Expires April 6, 2004

**Gander Hill Poultry Farm Stream  
Stabilization Exhibit for Langshaw  
Lane Outfall Stabilization –  
Appoquinimink Hundred New Castle  
County, Delaware, prepared by Becker  
Morgan Group, dated October 2, 2025**



NEWCASTLE COUNTY TAX ASSESSMENT MAP

**VICINITY MAP** SCALE: 1" = 2,000'



LAYER STATE: 1 OF 4

**GANDER HILL POULTRY FARM, INC.**  
**STREAM STABILIZATION EXHIBIT**  
 APPOQUINIMINK HUNDRED  
 NEW CASTLE COUNTY, DE

**BECKER  
 MORGAN**  
 GROUP

ARCHITECTURE  
 ENGINEERING  
Newark, DE  
 100 Discovery Blvd, Suite 102  
 Newark, DE 19713  
 Ph. 302.369.3700

BMG: 2025167.00  
 SCALE: 1" = 750'  
 DATE: 10/2/2025  
 DRAWN BY: A.M.K.

**1 OF 4**

## SITE DATA

1. OWNER OF RECORD: GANDER HILL POULTRY FARM INC  
PO BOX 168  
MIDDLETOWN, DELAWARE 19709
2. LESSEE: TOWNSEND COMMUNITY ENERGY INITIATIVE LLC  
203 CRESCENT STREET UNIT 106  
WALTHAM, MA 02453
3. ENGINEER / SURVEYOR: BECKER MORGAN GROUP INC.  
309 SOUTH GOVERNORS AVE.  
DOVER, DELAWARE 19904  
302-734-7950
4. PROPERTY ADDRESS: LANGSHAW LANE  
TOWNSEND, DE 19734
5. TAX PARCEL NUMBERS: 1401200023
6. DEED REFERENCE : C - 42 - 59
7. PLAT REFERENCE: M.F. 5328
8. SITE AREA SUMMARY: 111.11 ACRES±
10. ZONING CLASSIFICATION: SR - UDC - SUBURBAN RESERVE
11. SETBACKS: SR - SUBURBAN RESERVE LARGE SCALE SES  
FRONT YARD: 50 FT. 50 FT.  
SIDE YARD: 50 FT. 50 FT.  
REAR YARD: 50 FT. 50 FT.  
RESIDENTIAL UNIT: N/A 150 FT.
12. BULK STANDARDS: SR - UDC - SUBURBAN RESERVE  
MINIMUM LOT AREA: 50 AC  
MINIMUM LOT WIDTH: 600 FT.  
BUILDING HEIGHT: 50 FT  
DENSITY: N/A
13. PRESENT USE: AGRICULTURE / WOODED
14. ROAD CLASSIFICATION: LANGSHAW LANE - LOCAL ROAD
15. PROPERTY LOCATION: LATITUDE: N39° 24' 42.80" GRS80 - NAD83 (2011)  
LONGITUDE: W 075° 39' 59.71" GRS80 - NAD83 (2011)
16. SURVEY DATUM: NGS MONUMENTS  
VERTICAL: NAVD 88 - DEDO  
HORIZONTAL: NAD 83 (2011) DSP - DEDO
17. SURVEY UNIT: LINEAR: US SURVEY FOOT  
ANGULAR: DEGREES MINUTES SECONDS (DMS)  
COORDINATE: GROUND
18. MONUMENTATION: 14 FOUND

LAYER STATE: 2 OF 4

**GANDER HILL POULTRY FARM, INC.**  
**STREAM STABILIZATION EXHIBIT**  
APPOQUINIMINK HUNDRED  
NEW CASTLE COUNTY, DE

**BECKER  
MORGAN**  
GROUP

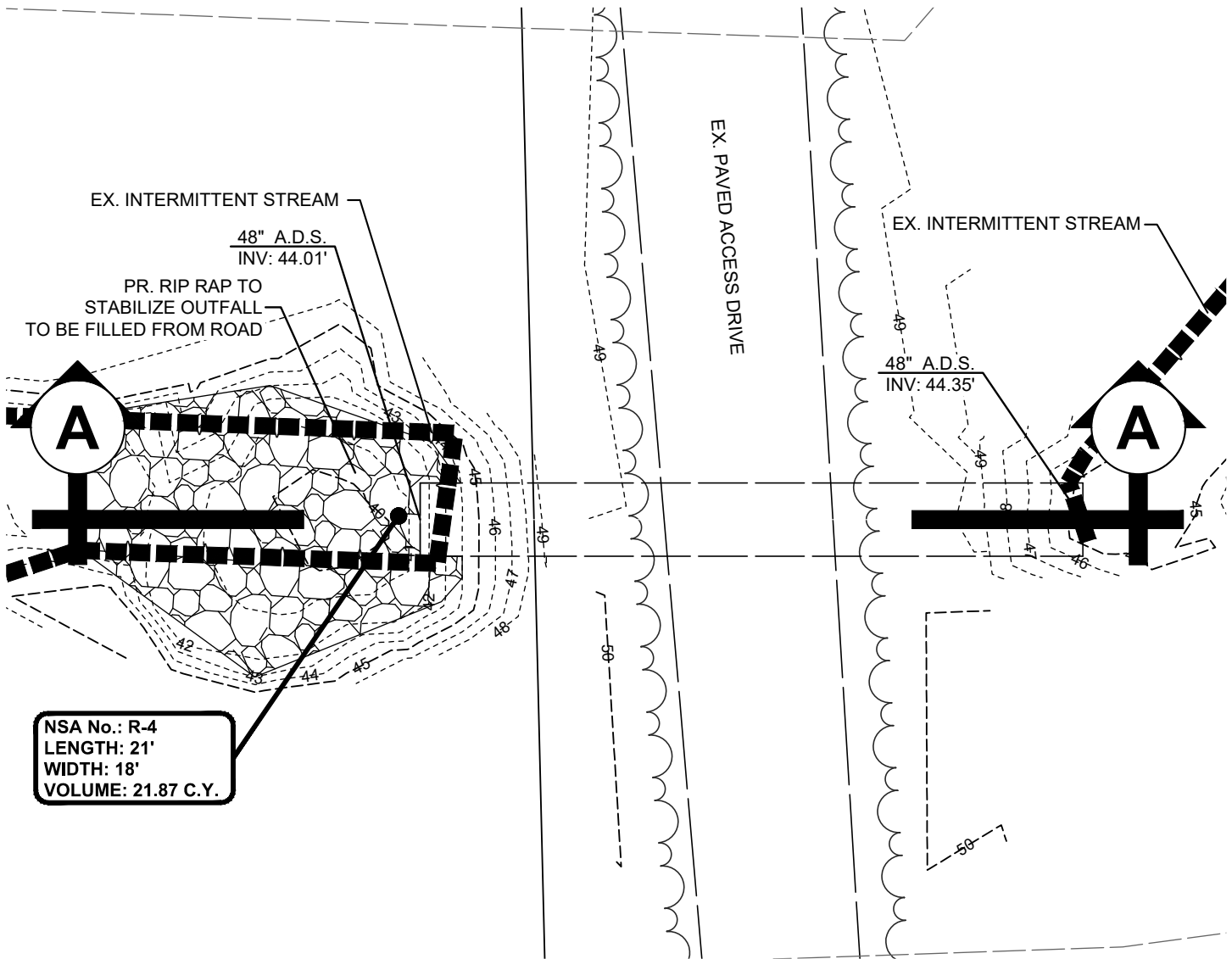
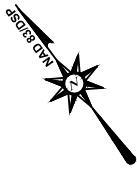
ARCHITECTURE  
ENGINEERING  
**Newark, DE**  
100 Discovery Blvd, Suite 102  
Newark, DE 19713  
Ph. 302.369.3700

BMG: **2025167.00**  
SCALE: **NTS**  
DATE: **10/2/2025**  
DRAWN BY: **A.M.K.**

**2 OF 4**

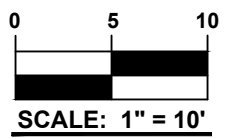
**PROPOSED IMPACTS TO WATERS OF U.S. & DNREC SUBAQUEOUS LANDS**

	AREA BELOW OHWM	CUBIC YARDS
RIP RAP INSTALLATION	183 SQ. FT.	13.94



**LEGEND**

ITEM	PROPOSED	ITEM	PROPOSED
SANITARY GRAVITY SEWER LINE, SIZE & FLOW DIRECTION	8" S	CONCRETE SIDEWALK	
SANITARY SEWER MANHOLE		IMPERVIOUS SURFACED ROAD	
WATER MAIN & SIZE	8" W	EXISTING CONTOUR	45
STORM DRAIN LINE (RCP)		PROPOSED CONTOUR	49
CONCRETE CURB & GUTTER		WETLANDS (OHWM)	



LAYER STATE: 3 OF 4

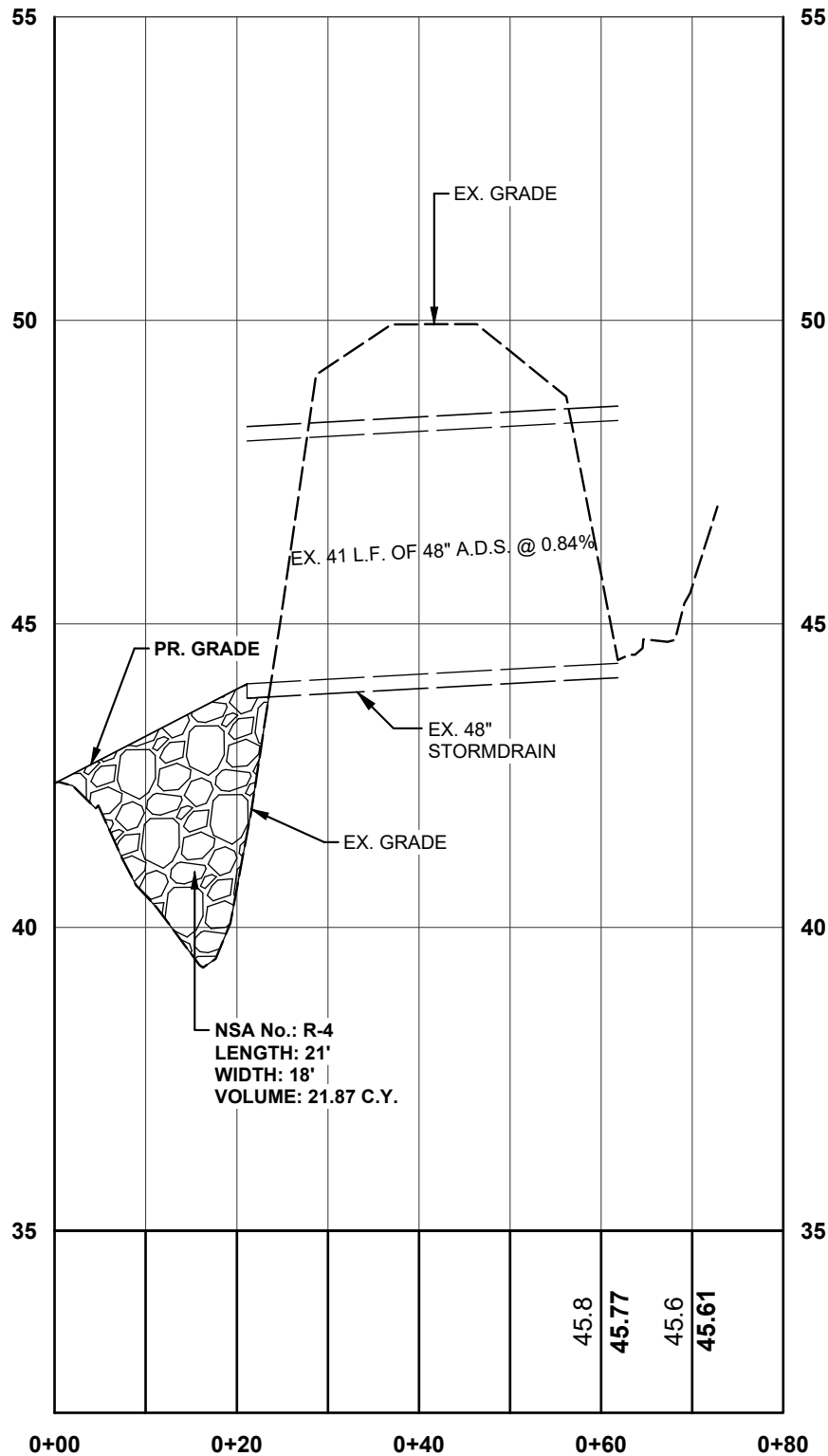
**GANDER HILL POULTRY FARM, INC.**  
**STREAM STABILIZATION EXHIBIT**  
 APPOQUINIMINK HUNDRED  
 NEW CASTLE COUNTY, DE



ARCHITECTURE  
 ENGINEERING  
**Newark, DE**  
 100 Discovery Blvd, Suite 102  
 Newark, DE 19713  
 Ph. 302.369.3700

BMG: 2025167.00  
 SCALE: 1" = 10'  
 DATE: 10/2/2025  
 DRAWN BY: A.M.K.

**3 OF 4**



## FILL EXHIBIT : SECTION A - A

SCALE: 1" = 20' HORIZONTAL  
1" = 3' VERTICAL

LAYER STATE: 4 OF 4

**GANDER HILL POULTRY FARM, INC.**  
**STREAM STABILIZATION EXHIBIT**  
APPOQUINIMINK HUNDRED  
NEW CASTLE COUNTY, DE

**BECKER  
MORGAN**  
GROUP

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Newark, DE 19713  
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BMG: 2025167.00  
SCALE: 1" = 20'  
DATE: 10/2/2025  
DRAWN BY: A.M.K.

**4 OF 4**