



## SHORELINE AND WATERWAY MANAGEMENT SECTION Coastal Construction Application

Public Notice No. WSS20240280 Date: 08/04/2024  
Application Submitted: **07/28/2024**  
To bring in sand to fill low spots  
**NA, in Sussex County, Delaware**

Tax Map # **134-20.08-159.00**

### Applicant Information

Name: Otho Eskin

Property Type: Residential: Single Family

### Activities:

- Earth work
  - Hauling sand/fill/gravel : Seaward

### Site Work:

Will there be any lot clearing or excavation at the site?

**No**

Will any sand be removed from the site?

Will sand or fill be added to the site?

**Yes**

What will be the reason for placement of sand or fill?

**To fill low spots due to erosion**

How much sand will be added?

**40 Tons**

What will be the source of the sand/fill?

**Mason sand**

What method will be used to deposit the sand/fill?

**small equipment**

Do you know who will be conducting the work?

**Yes**

Contractor Name

**Bella Terra Landscapes & Garden Center**

Contractor Phone number

**3024229000**

### Landscaping:

Will there be any landscaping?

**No**

Will you bring in topsoil or mulch?

Are there any structures including irrigation systems proposed in your landscape design?

**No**

What type of structures being proposed?

**Other structure description:**

**Dune Preservation Information:**

What mitigating measures will be taken to prevent disturbance and damage to the dune during construction?

**Keeping all equipment personnel and supplies off the dune**

Other measure(s) description:

**Wetlands:**

Will any work be occurring on regulated wetlands located on this lot?

**No**

**Septic:**

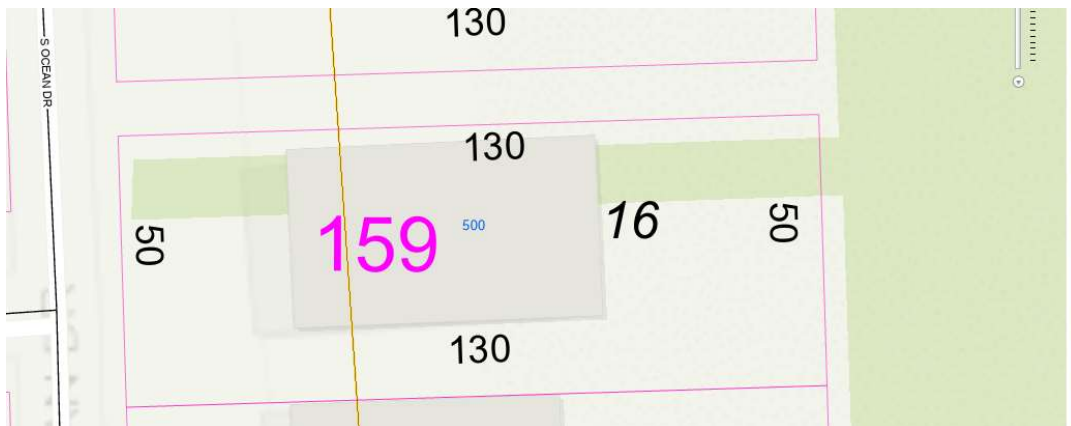
Is there a septic system on the lot?

**No**

What is the Septic Permit # of the system (optional)?

## **Structural survey plan document**

Eagleview Search Results	
Selected Features: Parcels (1)	
▼ 1) 134-20.08-159.00 <span style="float: right;">Zoom</span>	
BOOK	2550
PAGE	350
FULLNAME	ESKIN OTHO E THERESE A KEANE
MAILINGADDRESS	8300 BURDETTE RD #A350
CITY	BETHESDA
STATE	MD
a_account	03-10-159
DESCRIPTION	S BETHANY
DESCRIPTION2	OCEAN DR
DESCRIPTION3	LOT 16 BLK 1
LUC	999
MUNI	SB
CAP	0
APRBLDG	65000
APRLAND	38400
PINWASSEMENTUNIT	134-20.08-159.00
PIN	134-20.08-159.00
ZIPCODE	20817



Show Eagleview Extent on Map?

Map->EV Sync: On Map Move  On EV Move  None



A vertical green sidebar on the left side of the interface. It features a zoom slider with a white handle and numerical markings. Below the slider, the word 'mos' is written in a large, white, lowercase font. Underneath 'mos', the text 'POWERED BY' is written in a smaller font, followed by the 'esri' logo in white.

**Deed/Lease/Sales contract**



**Proposal #2373**

**Date: 6/24/2024**

**Customer:**  
 Katherine Duckworth(for Otho Eskin)  
 500 S Ocean Dr Bethany, DE 19930

**Property:**  
 Otho Eskin  
 500 S Ocean Dr  
 Bethany, DE 19930

**Back yard sand cleanup**

**Scope of work :**

- clean weeds and debris out of the sand in the backyard.
- Install new sand and use the existing sand on the right side of the property that is built up along the dune fence to flatten the back yard. In some areas we will be reducing the grade by 6"-12" to flatten the back yard and make the grade even with back steps. This area is approximately 4600 sq ft.
- Cover the boulders on the right side so there is no tripping hazard when entering the backyard from the driveway.

**Services Included**

**Clean-Up**

Items	Quantity	Unit	
Mason Sand	40.00	Ton	
			<b>GRAND TOTAL: \$5,648.00</b>
			<b>Subtotal \$5,648.00</b>
			<b>Estimated Tax \$0.00</b>
			<b>Total \$5,648.00</b>

**Payment Schedule**

Schedule	Price	Sales Tax	Total Price
Upon Acceptance	\$1,500.00	\$0.00	\$1,500.00
Upon Completion	\$4,148.00	\$0.00	\$4,148.00
	<b>\$5,648.00</b>	<b>\$0.00</b>	<b>\$5,648.00</b>

**Terms & Conditions**

**Acceptance of Agreement**

Any account not paid within 15 days from the date of the invoice will be deemed delinquent and shall be assessed a late penalty fee of 3% on the balance due. If your account reaches 60 days past due, services will be suspended. If it shall be necessary for Bella Terra to file a suit for collection, all costs including collection, attorney, and court costs shall be paid by the client. This agreement shall be binding on the parties and on their successors, legal representatives, and assigns.

**Cancellation Clause**

The customer may cancel this agreement within 72 hours after the date this agreement is signed by you, the customer, without penalty. Any deposits made within the 72-hour grace period will be fully refunded. If the customer decides to cancel this agreement after those 72 hours, a charge equaling 25% of the total agreement amount will be due within 15 days of cancellation. If there are custom orders on the agreement, the full amount of those items will be due along with 25% of the total agreement amount within 15 days of cancellation.

**Pricing & Availability**

Bella Terra does everything we can to source quality material from a variety of different vendors. Availability of all materials, including live plants, are subject to change due to fluctuations in fuel and shipping as well as availability. If a substitution is made, or if the pricing or availability of material has changed, pricing may need to be updated in the form of a change order to this agreement. Furthermore, this agreement is based on the condition of the property at the time of estimation. Should the condition of the property change between the time of estimation and the time of installation, additional site cleanup will be billed on a time and materials basis for weeding and/or debris removal. Scheduling is based on next available date at the time the agreement is signed, and the deposit is made. Schedules change due to availability of material, subcontractor schedules (if applicable) and weather delays. Bella Terra does everything in our power to maintain a reasonable schedule however the schedule is subject to change.

**Warranty**

We guarantee our plant material to be healthy, vigorous, and free from pest related problems at time of planting. We will warranty specified plant material (labor included) supplied by Bella Terra Landscapes for 1 year from the time of planting if you are a full-service maintenance customer. We will also warranty specified plant material (labor **not** included) supplied by Bella Terra Landscapes for 1 year from the time of planting if not a full-service maintenance customer. Customer is responsible for proper care after installation, including weed control, proper watering, damage caused by severe weather conditions, and damage caused by animals and foot traffic. Guarantee includes 1 replacement per plant at size stipulated in agreement if all payment terms have been met. Replacements will be installed as our schedule allows within the 1 year time period. If a plant is no longer available at the time of warranty installation, a substitution will be made. Hardscapes will carry a 3-year warranty on the workmanship and integrity of the base. Stone is a natural product so color variations may occur in its natural form. Concrete pavers come with the manufactures warranty which varies from supplier to supplier.

**Warranty Exclusions**

Bella Terra Landscapes will not warranty material damaged by, weather, acts of God, animals, improper watering, seasonal molds, seasonal fungus and pests or vandalism. Annuals, perennials, gardenias, tropical's, transplanted plants, plants supplied by others, seed, sod, and hardscape surface discoloration will not be covered under warranty. Ground covers, ornamental grasses, Leyland cypress, and crape myrtles planted between November 1st and March 1st will not be covered under warranty.



The work will be done in a professional workman like manner in an agreed upon time frame by Bella Terra Landscapes. This agreement is for all work and supplies. Items in agreement supersede design and/or agreement notes. Any changes involving additional material, labor, or other costs will be executed upon verbal or written agreement between the owner and Bella Terra Landscapes. In the event Bella Terra is forced into litigation for non-payment by client resulting from said agreement, Bella Terra shall be entitled to reimbursement of unpaid amount plus 3% interest over 15 days and all reasonable legal expenses.

Bella Terra Landscapes reserves the right to examine allegations of damage to a property. Once a manager has viewed the property to inspect the claim, he / she will determine, in writing, whether the claim is valid, and a reimbursement is required. Bella Terra Landscapes will not be liable for invalid claims. Additionally, Bella Terra Landscapes will not be liable for indirect, special, or consequential damages that may occur, including breach of agreement by client, breach of warranty by supplier, liability, or tort claims. The client agrees that Bella Terra Landscapes' liability will not exceed the agreed upon price negotiated for services upon which a claim is based. If any action is filed for breach of agreement or otherwise, it must begin within one year after the cause of action.

It is the client's responsibility to divulge any property conditions that may impact work on the premises. The client acknowledges that the cost set forth in the agreement is based only the conditions that a visual inspection of the property would reveal at the time. If a subsurface or concealed impediment hinders Bella Terra Landscapes from performing the work negotiated in the agreement, the customer accepts responsibility for all costs in remedying the property so that work may recommence. Under no circumstances will Bella Terra Landscapes be responsible for any damages, costs, or liabilities associated with hidden subsurface conditions in connection to work performed under this agreement. Bella Terra will contact Miss Utility to have the property marked for all public utilities. Private utilities will not be marked by Miss Utility these may include propane lines, electric lines to outdoor lights equipment sheds wells lighting transformers. Bella Terra's services exclude picking up toys, hoses, animal debris or other items absent separate arrangements to perform such services at an agreed upon amount.

Including but not limited to cities, towns, and municipalities that require a special permit, the property owner/manager will be responsible for all costs associated with acquiring the permit.

Bella Terra Landscapes may occasionally take photos of our work to display on our website and social media. By signing this contract, you consent to having photos taken of your property.

\*A 3.5% processing charge will be assessed to all invoices paid via credit card\*

**Note: This proposal may be subject to change and/or withdrawn if not signed and returned within 30 days of the date it was issued.**

By \_\_\_\_\_  
Garret Temple  
Date 6/24/2024  
Bella Terra Landscapes & Garden Center

By \_\_\_\_\_  
Katherine Duckworth  
Date \_\_\_\_\_

## **Adjacent property owners document**

Neighbors of 500 South Ocean Drive, South Bethnay Beach, DE

1) 134-20.08-160.00		Zoo
BOOK	5333	
PAGE	239	
FULLNAME	MCCORMACK MATTHEW	
Second_Owner_Name	LAURI MCCORMACK	
MAILINGADDRESS	3428 CONSTELLATION DR	
CITY	DAVIDSONVILLE	
STATE	MD	
a_account	03-10-160	
DESCRIPTION	S BETHANY OCEAN DR	
DESCRIPTION2	S 5TH ST LOT 1 BLK 1	
DESCRIPTION3	S ADD W/IMP	
LUC	999	
MUNI	SB	
CAP	0	
APRBLDG	28500	
APRLAND	38400	
PINWASSEMENTUNIT	134-20.08-160.00	
PIN	134-20.08-160.00	
ZIPCODE	21035	

1) 134-20.08-149.00		Zoo
BOOK	5157	
PAGE	191	
FULLNAME	NEVEN TODD S TTEE	
Second_Owner_Name	JAMIE L NEVEN TTEE REV TR	
MAILINGADDRESS	359 LESESNE ST	
CITY	DANIEL ISLAND	
STATE	SC	
a_account	03-10-149	
DESCRIPTION	SOUTH BETHANY	
DESCRIPTION2	OCEAN DRIVE	
DESCRIPTION3	LOT 15 BLK 1	
LUC	999	
MUNI	SB	
CAP	0	
APRBLDG	85100	
APRLAND	48000	
PINWASSEMENTUNIT	134-20.08-149.00	
PIN	134-20.08-149.00	
ZIPCODE	29492	