



SHORELINE AND WATERWAY MANAGEMENT SECTION Coastal Construction Application

Public Notice No. WSS20250410 Date: 11/12/2025

Application Submitted: **10/21/2025**

To place 34,000 cubic yards of sand on the beach

Cape Shores, in Sussex County, Delaware

Tax Map # **335-5.00-240.00**

Applicant Information

Name: Jessica Fedetz

Property Type: Residential: Community

Activities:

- Earth work
 - Hauling sand/fill : 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?

Since 2000, the Cape Shores Homeowner's Association (CSHOA), separately and jointly with the DNREC, has placed supplemental sand on the Delaware Bay Beach through numerous truck fill renourishment projects. The area requires regular beach fill projects in order to maintain a sufficiently wide recreational beach for the Cape Shores residents and the public and to provide protection for the homes and infrastructure of the Cape Shores community.

The proposed renourishment project is consistent with recommendations in the report "Beach Nourishment Evaluation at Cape Shores, Delaware prepared by Aptim Coastal Planning and Engineering, Inc. (September 2017). The project will place up to approximately 33,251.19 cubic yards of material on the beach which has suffered significant erosion due to recent storms including Fall 2025. Figure 1 shows the current topography of the Delaware Bay Beach, based on a survey conducted by Verdantas in September 2025, and the proposed grading plan for the new material.

How much sand will be added?

33251.19 Cubic yards

What will be the source of the sand/fill?

To be determined

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

Sand will then be transported to the construction location by the appropriate construction equipment. Grading and dune construction will be performed by bulldozer and other appropriate equipment. Road approval is not necessary.

Do you know who will be conducting the work?

No

Contractor Name

Contractor Phone number

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?

Planting bare or disturbed areas with native dune vegetation

Other measure(s) description:

Wetlands:

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

No

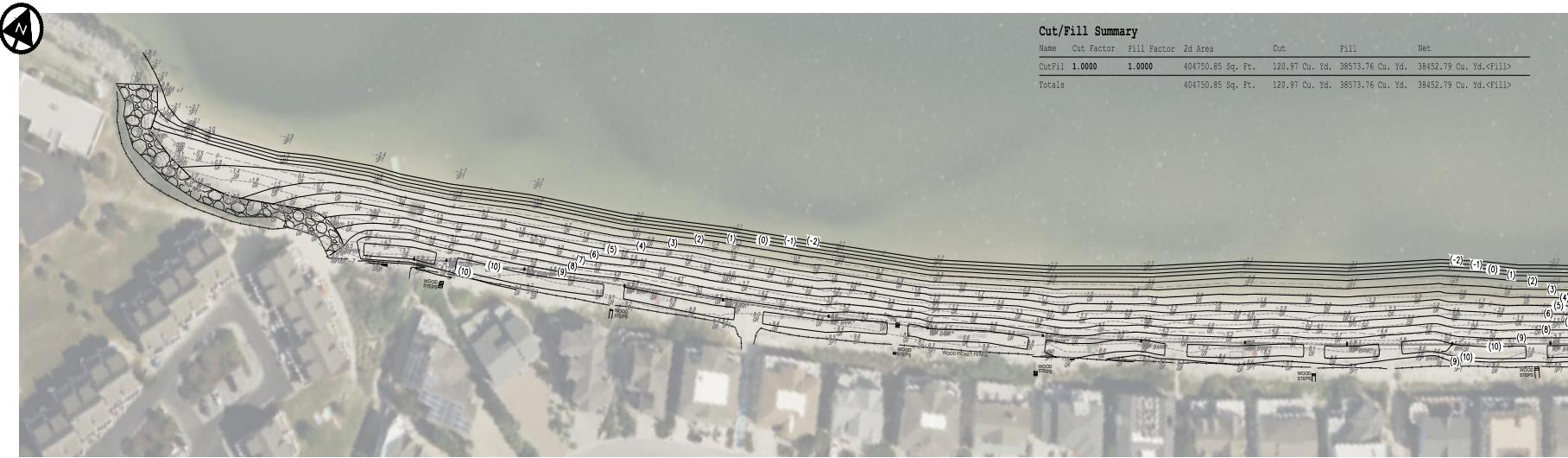
Septic:

Is there a septic system on the lot?

No

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

Structural survey plan document



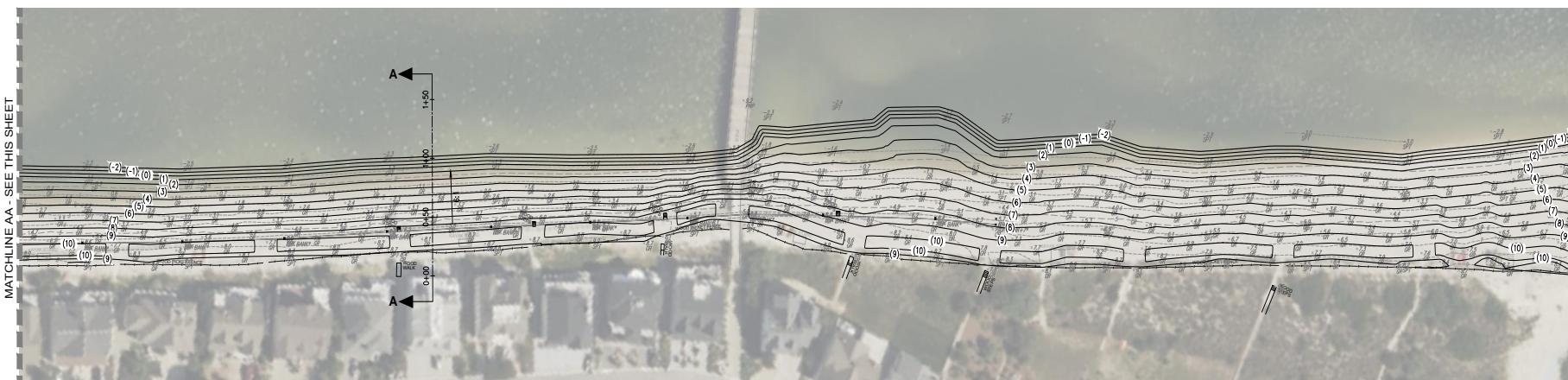
Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
CutFil	1.0000	1.0000	404750.85 Sq. Ft.	120.97 Cu. Yd.	38573.76 Cu. Yd.	38452.79 Cu. Yd.<Fill>
Totals			404750.85 Sq. Ft.	120.97 Cu. Yd.	38573.76 Cu. Yd.	38452.79 Cu. Yd.<Fill>

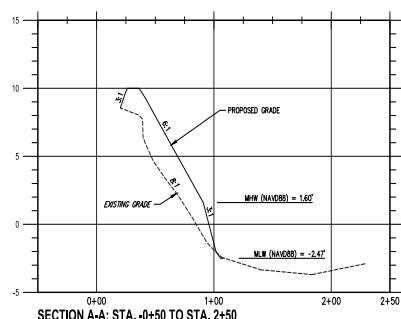
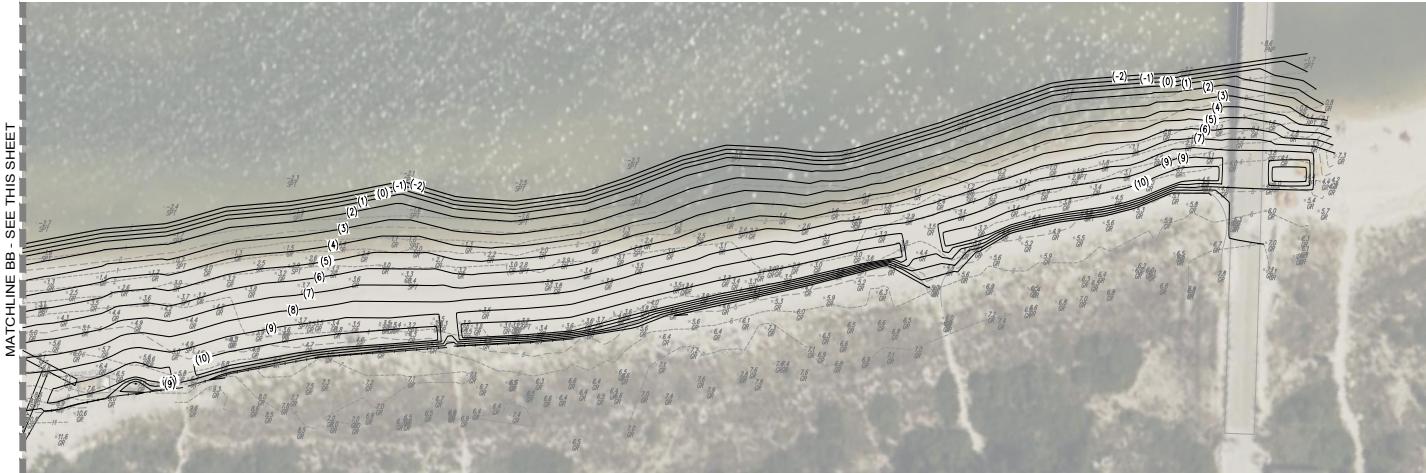
-23-
MATCHBOOK

verdar
5400 LIMESTONE ROAD
WILMINGTON, DE 19808
PHONE: 302.230.6624

verdar
5400 LIMESTONE ROAD
WILMINGTON, DE 19808
PHONE: 302.230.6624



MATCHLINE BB - SEE THIS SHEET



SECTION 4.4 STA 9:59 TO STA 9:59

SECTION A-A: STA. -0+50 TO

CAPE SHORES BEACH LEWES-SUSSEX COUNTY-DELAWARE

LEWES-SUSSEX COUNTY-DELAWARE
CAPE SHORES BEACH

APPLICATION NO.	
DATE	10/29/2025
SCALE	1" = 50'
SHEET	
100'	
50'	

Deed/Lease/Sales contract

October 17, 2025

Ms. Jennifer Luoma Pongratz
Department of Natural Resources and Environmental Control
Division of Watershed Stewardship
Shoreline and Waterway Management Section
89 Kinds Highway
Dover, Delaware 19901

**Re: Request for Letter of Authorization
Cape Shores Beach Replenishment
Delaware Bay Beach
Lewes, Delaware**

Dear Ms. Pongratz:

Verdantas LLC (Verdantas) is requesting a Letter of Authorization (LOA) from the Shoreline and Waterway Management Section of the Department of Natural Resources and Environmental Control (DNREC) for the replenishment of the Delaware Bay Beach located in Lewes, Delaware.

PROJECT DESCRIPTION

Since 2000, the Cape Shores Homeowner's Association (CSHOA), separately and jointly with the DNREC, has placed supplemental sand on the Delaware Bay Beach through numerous truck fill renourishment projects. The area requires regular beach fill projects in order to maintain a sufficiently wide recreational beach for the Cape Shores residents and the public and to provide protection for the homes and infrastructure of the Cape Shores community.

The proposed renourishment project is consistent with recommendations in the report "Beach Nourishment Evaluation at Cape Shores, Delaware prepared by Aptim Coastal Planning and Engineering, Inc. (September 2017). The project will place up to approximately 33,251.19 cubic yards of material on the beach which has suffered significant erosion due to recent storms including Fall 2025. **Figure 1** shows the current topography of the Delaware Bay Beach, based on a survey conducted by Verdantas in September 2025, and the proposed grading plan for the new material.

Sand will be hauled to the site located on Cape Henlopen Drive, Lewes, via truck from a to be determined facility. Sand will be transported onto the beach using the western beach crossing access area within the community that has historically been used for fill projects. Sand will then be transported to the construction location by the appropriate construction equipment. Grading and dune construction will be performed by bulldozer and other appropriate equipment. Road approval is not necessary.

The previous fill event was conducted under the following permits: DNREC SP-208/22 and WQC-208/22 and USACE CENAP-OP-R-2018-45-85.

In addition to this LOA request, Verdantas is submitting a complete Wetlands and Subaqueous Lands Section Permit Application (including Appendix H – Fill, Appendix L – Water Quality Certification, and the Coastal Zone Management Act Federal Consistency Form) and a request for an Individual Permit through the United States Army Corps of Engineers (USACE). As a part of those applications, the U.S. Fish and Wildlife Service, DNREC Species Conservation and Research Program (SCRP), and the State of Delaware

► Beach Replenishment – Letter of Authorization Request
Delaware Bay Beach
Cape Shores Homeowners Association
October 17, 2025

Division of Historic and Cultural Affairs (DHCA) have been consulted to determine if the proposed project has any potential effects on natural or historic and cultural resources.

If you have any questions concerning this proposed project or require any further information, please do not hesitate to contact us.

Sincerely,

VERDANTAS LLC



Savannah Budka, E.I.
Environmental Engineer II
sbudka@verdantas.com



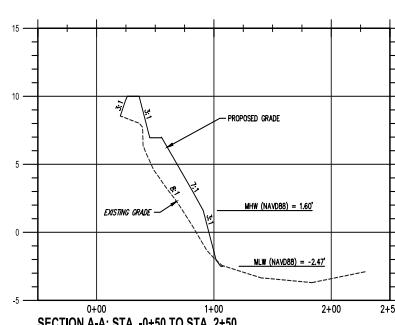
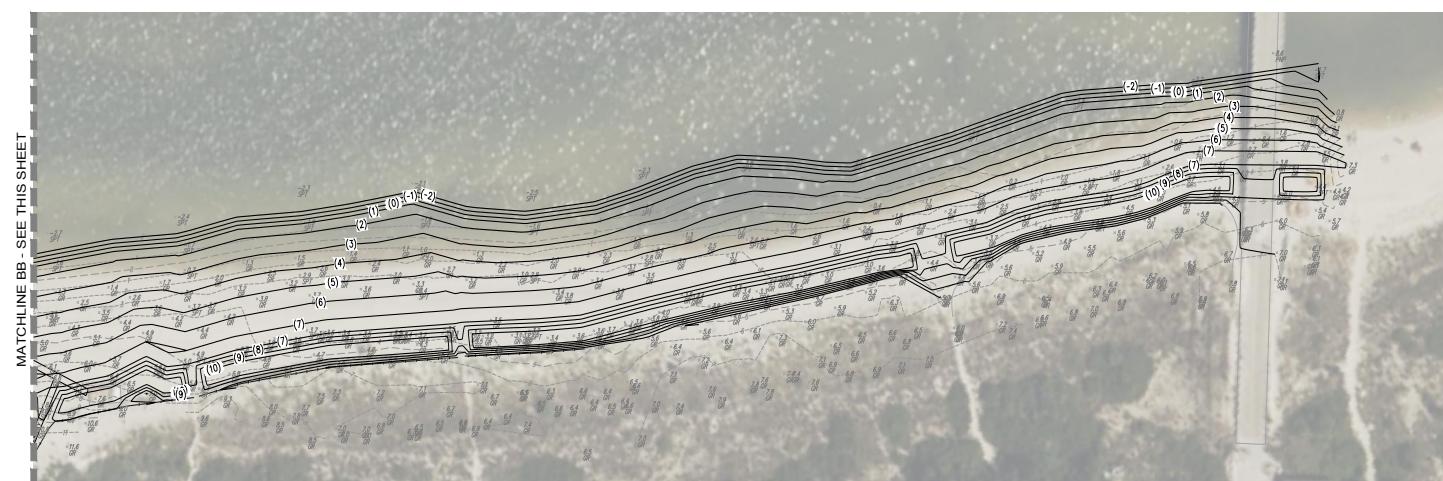
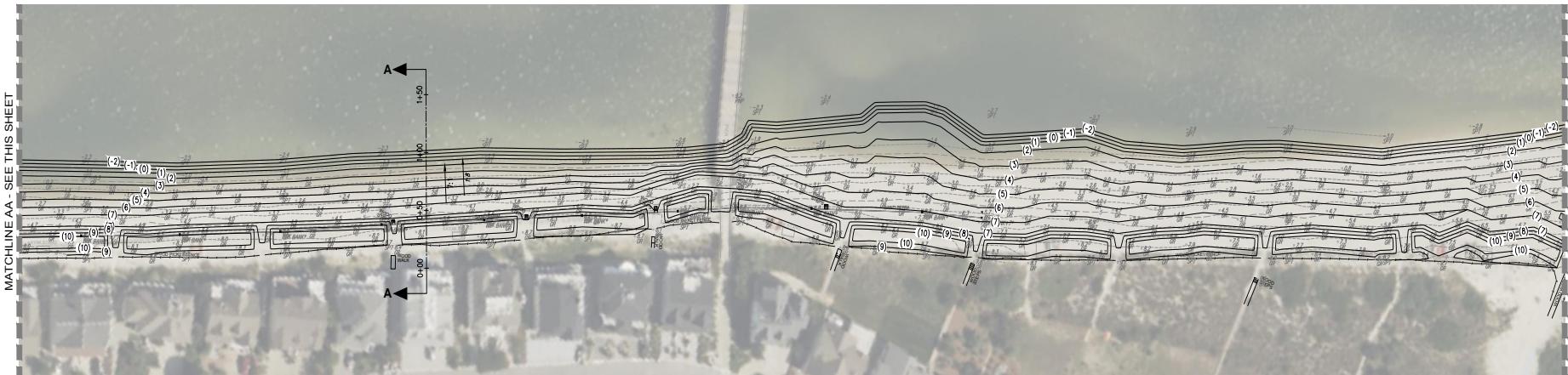
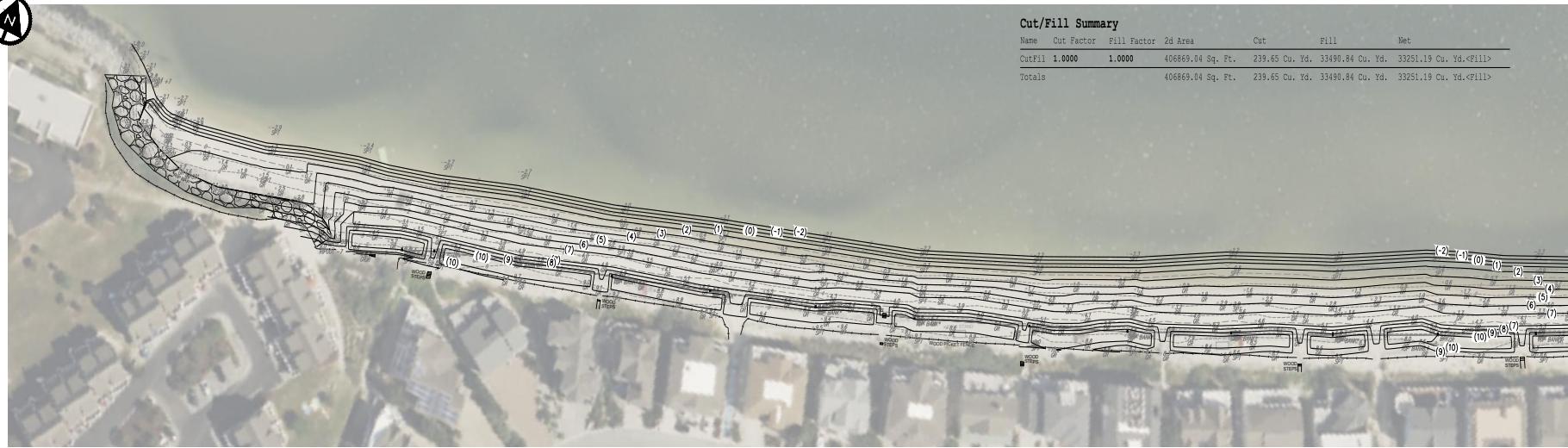
David Small
Senior Consultant
dsmall@verdantas.com

cc: Frank van Lint, Frank@dellininvestments.com
Janice Erich, erichjanice@gmail.com

► Beach Replenishment – Letter of Authorization Request
Delaware Bay Beach
Cape Shores Homeowners Association
October 17, 2025

Figures

FIGURE 1: GRADING PLAN



verdantas

5400 LIMESTONE ROAD
WILMINGTON, DE 19808
PHONE: 302.299.6534

DESIGNED BY	CHAD RAY
DRAWN BY	J.A.
REVISION	PRELIMINARY NOT FOR CONSTRUCTION
NO.	32189
CHECKED BY	DS. VAD
PROJECT NO.	

CAPE SHORES BEACH
GRADING EXHIBIT

LEWES-SUSSEX COUNTY-DELAWARE

APPLICATION NO.

DATE 10/10/2025

SCALE 1" = 50'

SHEET

DRAWING SCALE 1" = 50'

Attachment 1

Deed

THIS IS AN AGREEMENT OF LEASE, made and entered into this 29 day of August, A.D., 1991, by and between THE CITY OF LEWES, a municipal corporation of the State of Delaware, party of the first part, hereinafter referred to as "Lessor."

-AND-

CAPE SHORES ASSOCIATES, a partnership of the State of Delaware, with Offices in Milford, Kent County, Delaware, party of the second part, hereinafter referred to as "Lessee."

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor:

ALL those certain lots, pieces and parcels of land; situate, lying and being on Lewes Beach, Lewes and Rehoboth Hundred, Sussex County, Delaware, and more particularly described as Lots 1 through 222, inclusive, Cape Shores, as shown on a plot of lots of record in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book 43 at Page 204.

2. It is mutually agreed by the parties hereto that the term of this Lease shall be for a term of ninety-nine (99) years, commencing on the 14 day of August, A.D. 1991, terminating on the 14 day of August,

by
LAW OFFICES
JINNELL & RAYBORG
GEORGETOWN, DEL.

2405 111 8/30/91 CTX-EX SU .00

9637 333 8/30/91 TX-EX ST .00

A.D. 2090, provided, however, that this Lease may be renewed at the option of the Lessee for a further period of ninety-nine (99) years which option, if exercised, must be exercised by an Application in writing to the City Council of The City of Lewes, after the 1st day of May, A.D. 2090, and before the 15th day of June, A.D. 2090, and if so exercised shall convey to the Lessee for a further term of ninety-nine (99) years the right of possession of the premises herein described, said notice to be by certified mail with return receipt requested and postage prepaid addressed to Lessor, the said term to commence on the 14 day of August, A.D. 2090, and terminating on the 14 day of August, A.D. 2189.

3. Lessee agrees to pay to Lessor as annual rental, including taxes, for the term of this Lease or any renewal or extension thereof a sum not to exceed Six Percent (6%) of fair market value of the lands so leased and Two Percent (2%) of the fair market value of the improvements located on the leased land such fair market value to be determined from time to time by Lessor or such amount as may be permitted by the Charter of Lessor but in no event shall the annual rental, including taxes, be less than the amount specified herein. Lessee agrees that the land described in Paragraph 1 above shall be used solely for residential purposes for one

(1) single-family dwelling and for no other purpose or purposes without the express written consent of Lessor first being had and obtained. Lessee further agrees to pay to Lessor the sum of One Million Seven Hundred Twenty Thousand Five Hundred Dollars (\$1,720,500.00), said sum to be paid in two hundred twenty-two (222) installments of Seven Thousand Seven Hundred Fifty Dollars (\$7,750.00) each as the interest in each lot is transferred by Lessee. Upon payment of each installment, Lessor will execute and deliver to Lessee a Release releasing any claim to the sum of One Million Seven Hundred Twenty Thousand Five Hundred Dollars (\$1,720,500.00) for the lot which is transferred. The Release shall be prepared and recorded at the expense of Lessee and the form of each Release shall be approved by the City Solicitor of Lessor.

4. Lessee agrees to comply with all laws, ordinances and lawful orders and regulations issued by any governmental authority which affect the said leased premises.

5. Lessee agrees to be responsible for and to pay any Delaware transfer tax or other tax imposed because of the transfer by Lessor to Lessee or because of the continuing lease between the parties hereto.

6. Lessee agrees during the term of this Lease or any renewal or extension thereof, to be liable for and to discharge all charges assessed against said leased premises, including, but not limited to, real estate taxes, sewer service charges, water service charges, fuel, electricity, front footage assessment, and any other charges imposed by any public authority.

7. Lessee agrees during the term of this Lease or any renewal or extension thereof, to defend and hold Lessor harmless from any liability for damages to any person or any property in or upon the said leased premises, including the person and property of Lessee and its agents, servants or employees and all persons in and upon the said premises at the invitation of or with the consent of Lessee. It is mutually agreed by the parties hereto that during the term of this Lease or any renewal or extension thereof that all property kept, stored or maintained in or upon the said leased premises shall be so kept, stored or maintained at the sole risk of Lessee. Lessee further agrees not to suffer nor give cause for the filing of any lien against the herein leased premises by any person, firm or corporation for any reason whatsoever without the written consent of Lessor first being had and obtained, which consent shall not be unreasonably withheld.

OFFICES
B RAYSON
OWN, DEL

8. Lessee agrees during the term of this Lease or any renewal or extension thereof, to keep in full force and effect a policy of public liability insurance with respect to the said leased premises in which both Lessor and Lessee shall be named as parties insured thereby and with such limits as shall be determined by Lessor from time to time to be adequate protection for both Lessor and Lessee. Lessee agrees to furnish Lessor with a certificate or certificates of insurance or other acceptable evidence that such insurance is in full force and effect at all times.

9. Lessee agrees that this Lease shall not be assigned nor shall any subsequent assignee of Lessee assign the Lease unless and until prior written consent shall have been received from Lessor which said consent shall be given by Lessor upon the furnishing to Lessor of the names and addresses of the new assignee.

10. Lessee agrees that if, during the term of this Lease or any renewal or extension thereof, any rental due and payable from Lessee to Lessor shall be unpaid for a period of fifteen (15) days after payment is due and payable, or if Lessee shall violate any of the other covenants, agreements, stipulations or conditions set forth herein, and if such default shall continue for a period of fifteen (15) days after written notice thereof from Lessor to Lessee and to any

mortgagee of Lessee who advised Lessor in writing that it desires a copy of said notice and to whom and what address such notice shall be sent, Lessor may, at its option, declare this Lease forfeited and the term hereof ended. If this Lease is declared forfeited and the term hereof ended, Lessee agrees to remove himself and all effect from said leased premises without damage to the freehold and further agrees that Lessor shall have the immediate right of re-entry.

11. Lessee agrees that if Lessor, during the term of this Lease or any renewal or extension thereof, waives any covenant or condition of this Lease to be kept or maintained by Lessee, such waiver shall not be construed as a waiver of any subsequent breach of the same or different covenant or condition.

12. Lessee agrees that if, during the term of this Lease or any renewal or extension thereof, all or any part of the said lease premises are taken by the exercise of eminent domain, this Lease shall terminate as of the date possession is taken by the condemnor.

13. Lessee agrees that the invalidity or unenforceability of any provision hereunder shall not affect nor impair any other provision of this Lease.

14. Lessor agrees that Lessee, upon the payment of the rental reserved herein and the performing of the other covenants, conditions and terms hereof, shall and may lawfully, peacefully and quietly have, hold, use, occupy, possess and enjoy the said leased premises during the term hereof.

15. It is mutually agreed by the parties hereto that the terms "Lessor" and "Lessee" used in this Lease shall refer to and bind not only the parties hereto but also their respective heirs, executors, administrators, successors or assigns. It is further mutually agreed by the parties hereto that whenever the singular is used in this Lease, the same shall include the plural and the masculine gender when used herein shall include the feminine and the neuter genders.

IN WITNESS WHEREOF, Lessor has caused this Agreement of Lease to be executed by its proper corporate officers and its corporate seal to be hereunto affixed, and Lessee has caused this Agreement of Lease to be executed by all its General Partners by their respective corporate partners and their respective corporate seals to be hereunto affixed, the day and year first above written.

THE CITY OF LEWES

By: Refid A. Stango
Mayor

Attest:

John A. Hodder
Secretary

CAPE SHORES ASSOCIATES CORPORATION
BY: FISCHER DEVELOPMENT CORPORATION
GENERAL PARTNER

By: Richard A. Fischer
President

Attest: Robert A. Fischer
Asst Secretary

BY: IPM PROPERTIES, INC.
GENERAL PARTNER

By: Patrick L. O'Donnell
President

Attest: Devin E. Silcox
Secretary

STATE OF DELAWARE :
COUNTY OF SUSSEX : ss.

BE IT REMEMBERED, that on this 29th day of August, A.D. 1991, personally came before me, The Subscriber, a Notary Public for the State and County aforesaid, ALFRED A. STANGO, Mayor of The City of Lewes, a municipal corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed, and the act and the deed of the said municipal corporation; that the signature of the Mayor is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said municipal corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the City Council of the said municipal corporation.

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

Elaine Marie Bissbee
Notary Public
ELAINE MARIE BISBEE NOTARY PUBLIC
My Commission Expires Aug. 14, 1993



STATE OF DELAWARE :
 COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 28 day of August, A.D. 1991, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, RICHARD S. FISCHER, President of FISCHER DEVELOPMENT CORPORATION, a corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed, and the act and the deed of the said corporation; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said Corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Board of Directors of the said Corporation.

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

William E. Wright
 Notary Public

CITY OF LEWES	
REALTY TRANSFER TAX	
TRANSFER # <u>793-91</u>	
CANCELLED BY <u>Rm</u>	
AMOUNT OF TAX <u>exempt</u>	
DATE RECORDED <u>8/30/91</u>	

WILLIAM E. WRIGHT
 NOTARY PUBLIC DELAWARE
 MY COMMISSION EXPIRE: 10-06-92

STATE OF DELAWARE : ss.
 COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 28 day of August, A.D. 1991, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, PRESTON L. DYER, President of IPM PROPERTIES, INC., a corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed, and the act and the deed of the said corporation; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said Corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Board of Directors of the said Corporation.

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

William E. Wright
 Notary Public

WILLIAM E. WRIGHT
 NOTARY PUBLIC DELAWARE
 MY COMMISSION EXPIRES: 10-06-92

DALLAS D. GREEN
 DOC. SURCHARGE PAID

91 AUG 30 PM 1:09

RECORDER OF DEEDS
 SUSSEX COUNTY

LAW OFFICES
 INNELL & RAYBON
 GEORGETOWN, DEL.

THIS IS AN AGREEMENT OF LEASE, made and entered into this 29 day of August, A.D., 1991, by and between THE CITY OF LEWES, a municipal corporation of the State of Delaware, party of the first part, hereinafter referred to as "Lessor."

-AND-

CAPE SHORES ASSOCIATES, a partnership of the State of Delaware, with Offices in Milford, Kent County, Delaware, party of the second part, hereinafter referred to as "Lessee."

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor:

All those certain public areas designated as P-1 through P-6, inclusive, as shown on a plot of Cape Shores, said plot being of record in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book 43, at Page 204, together with all streets located in the development known as Cape Shores and shown on a plot of Cape Shores of record as aforesaid.

2. It is mutually agreed by the parties hereto that the term of this Lease shall be for a term of ninety-nine (99) years commencing on the 14 day of August, A.D. 1991, terminating on the 14 day of August, A.D. 2090, provided, however, that this Lease may be renewed at

2406 111	8/30/91	CTX-EX	SU	.00
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9633 333	8/30/91	TX-EX	ST	.00
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the option of the Lessee for a further period of ninety-nine (99) years with option, if exercised, must be exercised by an application in writing to the City Council of The City of Lewes, after the 1st day of May, A.D. 2090, and before the 1st day of June, A.D. 2091, and if so exercised shall convey to the Lessee for a further term of ninety-nine (99) years the right of possession of the premises herein described, said notice to be certified mail with return receipt requested and postage prepaid addressed to Lessor, the said term to commence on the 14 day of August, A.D. 2090, and terminating on the 14 day of August, A.D. 2189.

3. Lessor agrees that no annual rental shall be charged to Lessee unless and until Sussex County or its successor imposes a tax upon the property, in which event Lessee agrees to pay to Lessor as annual rental, including taxes, for the term of this Lease or any renewal or extension thereof a sum not to exceed Six Percent (6%) of fair market value of the lands so leased and Two Percent (2%) of the fair market value of the improvements located on the leased land such fair market value to be determined from time to time by Lessor or such amount as may be permitted by the Charter of Lessor but in no event shall the annual rental, including taxes, be less than the amount specified herein. Lessee agrees that the land described in Paragraph 1 above shall be used solely for

purposes as shown on the plot plan, of record as aforesaid, and for no other purpose or purposes without the express written consent of Lessor first being had and obtained.

4. Lessee agrees to comply with all laws, ordinances and lawful orders and regulations issued by any governmental authority which affect the said leased premises.

5. Lessee agrees to be responsible for and to pay any Delaware transfer tax or other tax imposed because of the transfer by Lessor to Lessee or because of the continuing lease between the parties hereto.

6. Lessee agrees during the term of this Lease or any renewal or extension thereof, to be liable for and to discharge all charges assessed against said leased premises, including but not limited to, real estate taxes, sewer service charges, water service charges, fuel, electricity, front footage assessment, and any other charges imposed by any public authority.

7. Lessee agrees during the term of this Lease or any renewal or extension thereof, to defend and hold Lessor harmless from any liability for damages to any person or any property in or upon the said leased premises, including the person and property of Lessee, and its agents, servants or employees and all persons in and upon the said premises at

the invitation of or with the consent of Lessee. It is mutually agreed by the parties hereto that during the term of this Lease or any renewal or extension thereof that all property kept, stored, or maintained in or upon the said leased premises shall be so kept, stored or maintained at the sole risk of Lessee. Lessee further agrees not to suffer nor to give cause for the filing of any lien against the herein leased premises by any person, firm or corporation for any reason whatsoever without the written consent of Lessor first being had and obtained, which consent shall not be unreasonably withheld.

8. Lessee agrees during the term of this Lease or any renewal or extension thereof, to keep in full force and effect a policy of public liability insurance with respect to the said leased premises in which both Lessor and Lessee shall be named as parties insured thereby and with such limits as shall be determined by Lessor from time to time to be adequate protection for both Lessor and Lessee. Lessee agrees to furnish Lessor with a certificate or certificates of insurance or other acceptable evidence that such insurance is in full force and effect at all times.

9. Lessee agrees that this Lease shall not be assigned nor shall any subsequent assignee of Lessee assign the Lease unless and until prior written consent shall have been

received from Lessor which said consent shall be given by Lessor upon the furnishing to Lessor of the names and addresses of the new assignee.

10. Lessee agrees that if, during the term of this Lease or any renewal or extension thereof, any rental due and payable from Lessee to Lessor shall be unpaid for a period of fifteen (15) days after payment is due and payable, or if Lessee shall violate any of the other covenants, agreements, stipulations or conditions set forth herein, and if such default shall continue for a period of fifteen (15) days after written notice thereof from Lessor to Lessee and to any mortgagee of Lessee who advises Lessor in writing that it desires a copy of said notice and to whom and what address such notice shall be sent, Lessor may, at its option, declare this Lease forfeited and the term hereof ended. If this Lease is declared forfeited and the term hereof ended, Lessee agrees to remove himself and all effects from said leased premises without damage to the freehold and further agrees that Lessor shall have the immediate right of re-entry.

11. Lessee agrees that if Lessor, during the term of this Lease or any renewal or extension thereof, waives any covenant or condition of this Lease to be kept or maintained by Lessee, such waiver shall not be construed as a waiver of any subsequent breach of the same or different covenant or condition.

12. Lessee agrees that if, during the term of this Lease or any renewal or extension thereof, all or any part of the said leased premises are taken by the exercise of eminent domain, this Lease shall terminate as of the date possession is taken by the condemnor.

13. Lessee agrees that the invalidity or unenforceability of any provision hereunder shall not affect nor impair any other provision of this Lease.

14. Lessor agrees that Lessee, upon the payment of the rental reserved herein and the performing of the other covenants, conditions and terms hereof, shall and may lawfully, peacefully and quietly have, hold, use, occupy, possess and enjoy the said leased premises during the term hereof.

15. It is mutually agreed by the parties hereto that the terms "Lessor" and "Lessee" used in this Lease shall refer to and bind not only the parties hereto but also their respective heirs, executors, administrators, successors or assigns. It is further mutually agreed by the parties hereto that whenever the singular is used in this Lease, the same shall include the plural and the masculine gender when used herein shall include the feminine and the neuter genders.

IN WITNESS WHEREOF, Lessor has caused this agreement of Lease to be executed by its proper corporate officers and its corporate seal to be hereunto affixed, and Lessee has caused this Agreement of Lease to be executed by its proper corporate partners and their respective corporate seals to be hereunto affixed, the day and year first above written.

THE CITY OF LEWES

By: Alfred A. Stango
Mayor

Attest: John J. Madue
Secretary

CAPE SHORES ASSOCIATES CORPORATION
BY FISCHER DEVELOPMENT CORPORATION

By: Robert A. Fischer
President

Attest: Robert A. Fischer
Asst Secretary

BY IPM PROPERTIES, INC

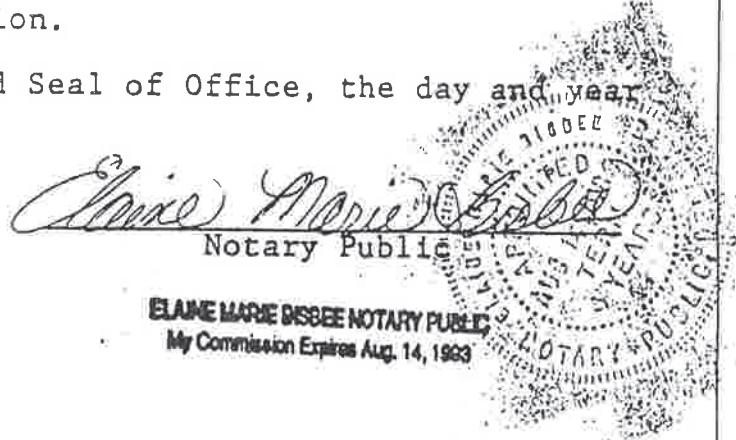
By: Patricia D. Silvito
President

Attest: Patricia D. Silvito
Secretary

STATE OF DELAWARE :
COUNTY OF SUSSEX : ss.

BE IT REMEMBERED, that on this 29th day of August, A.D. 1991, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, ALFRED A. STANGO, Mayor of The City of Lewes, a municipal corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed, and the act and the deed of the said municipal corporation; that the signature of the Mayor is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said municipal corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering of said Indenture was first duly authorized by resolution of the City Council of the said municipal corporation.

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

Elaine Marie Bisbee
Notary Public
My Commission Expires Aug. 14, 1993


STATE OF DELAWARE : ss.
 COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 28 day of August,
 A.D. 1991, personally came before me, the Subscriber, a
 Notary Public for the State and County aforesaid, RICHARD S.
 FISCHER, President of FISCHER DEVELOPMENT CORPORATION, a
 corporation of the State of Delaware, party to this
 Indenture, known to me personally to be such, and
 acknowledged this Indenture to be his act and deed, and the
 act and the deed of the said corporation; that the signature
 of the President is in his own proper handwriting; that the
 seal affixed is the common and corporate seal of the said
 Corporation duly affixed by its authority; and that the act
 of signing, sealing, acknowledging and delivering the said
 Indenture was first duly authorized by resolution of the
 Board of Directors of the said Corporation.

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

WILLIAM E. WRIGHT
 Notary Public

WILLIAM E. WRIGHT
 NOTARY PUBLIC DELAWARE
 MY COMMISSION EXPIRES: 10-06-93

STATE OF DELAWARE :
 COUNTY OF SUSSEX : ss.

BE IT REMEMBERED, that on this 28 day of August, A.D. 1991, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, PRESTON L. DYER, President of IPM PROPERTIES, INC., a corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed, and the act and the deed of the said corporation; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said Corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Board of Directors of the said Corporation.

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

WILLIAM E. WRIGHT
 Notary Public

WILLIAM E. WRIGHT
 NOTARY PUBLIC DELAWARE
 MY COMMISSION EXPIRES: 10-06-92

CITY OF LEWES	
REALTY TRANSFER TAX	
TRANSFER # <u>794-91</u>	
CANCELLED BY <u>RLM</u>	
AMOUNT OF TAX <u>exempt</u>	
DATE RECORDED <u>08/30/91</u>	

DALLAS D. GREEN
 DOC. SURCHARGE PAID

91 AUG 30 PM 1:11

RECORDER OF DEEDS
 SUSSEX COUNTY

ATLANTIC
OCEAN



400-A East Cape Shores Drive

Levitt, Delaware 19958

Office (302) 645-4800

Fax (302) 645-4907

810 FOOT
COMMUNITY
PIER

DELAWARE BAY

DELAWARE BAY

BEACH

DRIVE

DRIVE

REACH

BEACH

HISTORIC
LEVEES

LEVEES



NOTE This rendering is for conceptual purposes only
and is subject to change without notice at
developer's discretion. This map is not to scale.



U.S. Fish and Wildlife Service

National Wetlands Inventory

Cape Shores



November 13, 2024

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Adjacent property owners document

14A. List the names and complete mailing address of the immediately adjoining property owners on all sides of the project.

Project Site: The beach at Cape Shores Homeowners Association, Tax Map Parcel #335-5.00-240.00

Tax Parcel	Owner	Owner 2	Address	Address 2	City	State	Zip Code
335-5.00-113.00	B.J.A.C.K. Properties LLC		8 David Court		Wilmington	DE	19803
335-5.00-112.00	Safa Rajab Muhtaseb	Sireen Abdellatif Muhtaseb	1201 Kinterra Court		West Chester	PA	19382
335-5.00-111.00	Martin Friedman	Dina Friedman	9990 Blackberry Lane		Great Falls	VA	22066
335-5.00-110.00	Dolores Ann Stafford TTEE		118 West Cape Shores Drive		Lewes	DE	19958
335-5.00-109.00	Joseph S. Hall	Sameena S. Majeed	3647 North Harrison Street		Arlington	VA	22207
335-5.00-108.00	Eric T. Schwartz TTEE REV TR		122 West Cape Shores Drive		Lewes	DE	19958
335-5.00-107.00	Kathleen F. Fina	Joan E. Fina	124 West Cape Shores Drive		Lewes	DE	19958
335-5.00-106.00	Marie L. Barnett Trustee		90 Wimbledon Drive		Dover	DE	19904
335-5.00-105.00	80 West Cape Shores Drive LLC		900 Hillside Road		Wilmington	DE	19807
335-5.00-104.00	John & Gloria Sweeney		511 Eagle Creek Drive		Naples	FL	34113
335-5.00-103.00	John W. Rudibaugh TTEE PR TR	Dorris I. Rudibaugh TTEE PR TR	1304 Birmingham Road		West Chester	PA	19382
335-5.00-102.00	Robert A. Chlopak	Ellen L. Globokar	4919 Dorset Avenue		Chevy Chase	MD	20815
335-5.00-101.00	Shirley A. Klassman TTEE REV TR		200 Maris Grove Way		Glen Mills	PA	19342
335-5.00-100.00	Linda N. Rocca		5 Timber Lane		Wilmington	DE	19803
335-5.00-99.00	Melinda L Carter TTEE	Vickie Binder TTEE Michelle Thomas	1123 Dales Way Drive		Pasadena	MD	21122
335-5.00-98.00	James R. Weigand	Ashley N. Weigand	4307 Pyles Ford Road		Greenville	DE	19807
335-5.00-97.00	Joseph G. Syage	Melissa L. Syage	539 Juniper Lane		Bridgewater	NJ	8807
335-5.00-96.00	William B. Davis SR. TTEE	Maryann P. Davis TTEE LIV TR	15 North Valentine Drive		Garnet Valley	PA	19060
335-5.00-95.00	Theresa W. Rossi TTEE	Salvatore J. Rossi Jr. IRR TR	4 Hearth Lane		Wilmington	DE	19807
335-5.00-94.00	Coastal Landings LLC		112 Woodbridge Drive		Kennett Square	PA	19348
335-5.00-93.00	John P. Baykin TTEE REV TR		1221 Old Wilmington Road		Hockessin	DE	19707
335-5.00-92.00	Joseph A. Gensbigler TTEE	Lizzie N. Gensbigler TTEE of LIV TR	670 Saint Johns Drive		Camp Hill	PA	17011
335-5.00-91.00	Michael L. Csuy	Linda A. Bronson	4 Apple Row		Kennett Square	PA	19348
335-5.00-90.00	Stephen F. Mohr	Carolyn N. Mohr	106 Breakwater Reach		Lewes	DE	19958
335-5.00-89.00	Jeffrey E. Banning TTEE	FAM TR	22726 Haven Way		Laurel	DE	19956
335-5.00-88.00	Joshua Berman	Amy Berman	7111 45th Street		Chevy Chase	MD	20815
335-5.00-87.00	112 Breakwater LLC		360 Red Coat Lane		Wayne	PA	19087
335-5.00-86.00	Randall E. Robbins	Tucker B. Robbins	2 Gale Lane		Wilmington	DE	19807
335-5.00-85.00	Helen M. Matarese Trustee		116 Breakwater Reach		Lewes	DE	19958
335-5.00-84.00	Richard W. Zuidema TTEE REV TR		650 Collany Road	Unit 401	Tierra Verde	FL	33715
335-5.00-83.00	Mark. B Denbo	Amanda Laforge	3915 Woodbine Street		Chevy Chase	MD	20815
335-5.00-82.00	Patrick A. Ede	Megan W. Ede	1607 N Bancroft Parkway		Wilmington	DE	19806
335-5.00-81.00	Luigi & Linda Imperia		5032 Castlerock Way		Naple	FL	34112
335-5.00-80.00	Howard T. Parks TTEE REV TR	Jo P. Parks TTEE REV TR	126 Breakwater Reach		Lewes	DE	19971
335-5.00-79.00	Glenn D. Clark Jr.	Louisa M. Clark	1511 Ridge Road		Lancaster	PA	17603
335-5.00-78.00	William James Huntley	Maria Elena Huntley	130 Breakwater Reach		Lewes	DE	19958
335-5.00-77.00	Lee Ann Wilkinson Trustee		16698 Kings Highway		Lewes	DE	19958
335-5.00-76.00	James D. Margolis TTEE of REV TR	Vicki Seyfert-Margolis	4825 Essex Avenue		Chevy Chase	MD	20815
335-5.00-75.00	Linda M. Fischer		504 East Cape Shores Drive		Lewes	DE	19958
335-5.00-74.00	Richard S. Fischer Trustee		506 East Cape Shores Drive		Lewes	DE	19958
335-5.00-73.00	Linda D. Rapp Trustee	Casey Roth	1486 Coolidge Avenue		Pasadena	CA	91104
335-5.00-72.00	Donna C. Julian TTEE	Eugene M. Julian TTEE	4031 Kennett Pike	#20	Wilmington	DE	19807
335-5.00-71.00	Gregory D. Harris Trustee	Catherine Harris Trustee	5 North Bay Court		Lewes	DE	19958
335-5.00-70.00	Barry S Denenberg TTEE	Carol Denenberg TTEE of REV TR	7 North Bay Court		Lewes	DE	19958
335-5.00-9.00	State of Delaware	Office Management and Budget	122 Martin Luther King Jr. Boulevard South		Dover	DE	19901