



SHORELINE AND WATERWAY MANAGEMENT SECTION Coastal Construction Application

Public Notice No. WSS20260402 Date: 10/21/2026

Application Submitted: **07/23/2026**

To construct a single family dwelling with a cantilevered deck

on Lot(s) 5,6,7,8, 1/2 9, 1/2 10, Block(s) 114, Town of Bethany Beach, in Sussex County, Delaware

Tax Map # **134-17.08-16.00**

Applicant Information

Name: Jeff Staniszewski

Property Type: Residential: Single Family

Activities:

- Accessory structures
 - Cantilevered decks : Seaward
 - Decks : Both
 - Driveways : Landward
 - Dune crossovers : Seaward
 - Elevators : Landward
 - Enclosures : Landward
 - Fences : Landward
 - Garages : Landward
 - Hard landscaping : Landward
 - Patios : Landward
 - Pools : Landward
 - Skirting : Both
 - Steps/Stairs : Both
 - Walkways : Both
- Earth work
 - Excavation (removal of sand) : Both
- New construction
 - New dwellings : Both

Site Work:

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

Yes

Will any sand be removed from the site?

No

Will sand or fill be added to the site?

No

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

How much sand will be added?

What will be the source of the sand/fill?

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

Do you know who will be conducting the work?

Contractor Name
Contractor Phone number

Landscaping:

Will there be any landscaping?

Yes

Will you bring in topsoil or mulch?

Yes

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

Yes

What type of structures being proposed?

Deck, Driveway, Fences, Irrigation systems, Patio, Pavers, Pool, Walkways

Other structure description:

Flood Zone Information:

In which NFIP Flood Zone(s) is the property located?

AO - Area of 100-year standing flooding where depths are between 1 and 3 feet, AE - Area of 100-year flooding where wave action could reach between 1 and 3 feet, VE - Area of 100-year flooding where wave action could reach above 3 feet

In which NFIP Flood Zone(s) is the proposed construction taking place?

AO - Area of 100-year standing flooding where depths are between 1 and 3 feet, AE - Area of 100-year flooding where wave action could reach between 1 and 3 feet, VE - Area of 100-year flooding where wave action could reach above 3 feet

What is the Base Flood Elevation (NAVD88)?

13

What is the effective/revised date of the FIRM panel used for flood zone determination?

06/19/2018

Will any enclosures, such as entrances, storage areas, elevators, showers, skirting, utilities etc., be constructed below the first living floor?

Yes

Will any concrete, brick or asphalt be used? This could be for flooring, driveways, sidewalks, patios etc.

Yes

Where will the concrete, brick or asphalt be used?

Landward of the building line

Dune Preservation Information:

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

Sand/silt Fence marking the location of the Building Line, Planting bare or disturbed areas with native dune vegetation, Keeping all equipment personnel and supplies off the dune

Other measure(s) description:

Temporary Structures:

List each temporary structure being proposed. You may add up to 50 structures.

Temporary structure name	Structure quantity	Structure installation date	Structure removal date
Signs	1	10/01/2026	06/30/2027

Other temporary structure description:

How will the structure(s) be moved?

Removed by hand, temp lot sign

Dune Crossovers:

For more information, see Section 4.5.3.1 of 5102 Regulation Governing Beach Protection and the Use of Beaches. Enter the dune crossovers being constructed. Group your crossovers by Type, Quantity and Width. You may add up to 15 crossovers.

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Dune crossover type	Crossover quantity	Crossover width
Roll-out or Matting	1	3

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)?

Dune Encroachment Information:

Can the proposed structure be located completely landward of the DNREC Building Line by placing the exterior wall of the structure on the setback line established for the landward property boundary?

No

By occupying all of the area available between the side yard setbacks, can the proposed structure be located entirely landward of the DNREC Building Line?

No

The square footage of the footprint of the proposed structure must be no greater than the average square footage (living space only) of the adjacent structures within the smallest subset of lots. Does this step eliminate construction over the DNREC Building Line? Please show square footages of adjacent structures below.

No

Penetration over the DNREC Building Line may not exceed the average encroachment (ft.) of the adjacent structures (living space only) within the smallest subset of lots (above). Please show encroachment distances of adjacent structures below.

Tax parcel id	Lot number	Block	Living Footprint (sq ft)	Encroachment (Feet)
134-17.08-15.00	9-12	114	2613	17.2
134-17.08-17.00	3-4	114	1446	0
134-17.08-18.00	1-2	114	1555	0

Cantilevered Deck Information:

Complete the chart to determine the average distance over the Building Line

Tax parcel id	Lot number	Block	Distance over Building Line (Feet)
134-17.08-15.00	9-12	114	17.2
134-17.08-17.00	3-4	114	13.2
134-17.08-18.00	1-2	114	11.0

Topographic survey and design document



PARCEL 1-34 - 13.20 - 185.00

JOHN 3:16

PROPOSED COVERAGE:-STRUCTURAL
DWELLING, DECK
BALCONY, STEPS 3,140 S.F.-GROUND COVER
DRIVE 587 S.F.THIS CERTIFIES THAT THE PROPOSED DWELLING'S PLACEMENT IS
PROPER, DIMENSIONS ARE CORRECT & I HEREBY AUTHORIZE ALL
FIELD WORK TO BE PERFORMED.

SIGNATURE _____

DATE _____

LOT 1
13,000 ± SF

LOT 2

VE 13'

-FLOODPLAIN LINE
(AS MAPPED)

AO DEPTH 1'

PARCEL 15.00

-DNREC LINE
(AS MAPPED)

AO DEPTH 1'

-FLOODPLAIN LINE
(AS MAPPED)

AE 6'

NOTES

1. CLASSIFICATION OF SURVEY: URBAN

2. ZONE: R - 1

3. BUILDING SETBACK LINES (BSL)

FRONT 20'

SIDE 7'

REAR (DWELLING)

17.2' OVER DNREC BUILDING LINE PER DNREC DUNE ENCROACHMENT REDUCTION WORKSHEET

ALL SETBACKS ARE THE RESPONSIBILITY OF THE HOME OWNER AND/OR GENERAL CONTRACTOR. SETBACKS SHOWN AS PER
THE TOWN OF BETHANY BEACH & MAY DIFFER FROM THE HOME OWNERS ASSOCIATION (HOA) SETBACKS. ANY USER OF SAID
INFORMATION IS URGED TO DIRECTLY CONTACT THE LOCAL AGENCY AND HOA, IF APPLICABLE, TO VERIFY IN WRITING ALL
SETBACKS & REQUIREMENTS.4. NO TITLE REPORT WAS PROVIDED FOR OUR USE, THEREFORE THIS BOUNDARY SURVEY IS SUBJECT TO ANY ENCUMBRANCES,
RESTRICTIONS, EASEMENTS, AND/OR RIGHTS OF WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH.

5. FLOOD ZONE: AE - 6', AO - 1', AND VE - 13', PER FEMA MAP 10005C0516K, EFFECTIVE DATE 03/16/2015.

TAX MAP 1-34 - 17.08 - 16.00

STATE DELAWARE

COUNTY SUSSEX

HUNDRED BALTIMORE

TOWN BETHANY BEACH

AREA 13,000 ± SQ. FT.

DEED REF. 6429 / 45

DRAWN BY CJP

DATE 07 / 17 / 26, 10 / 05 / 26

SCALE 1" = 30'

SURVEY # DE - 11148

SHEET # 1 OF 2

S. ATLANTIC AVENUE**N 02°54'58" W 50.00'****N 87°05'02" E 260.00'****S 87°05'02" W 260.00'**PROPOSED
DWELLING
GFE: 9.5
FFE: 15.6
POR: 45.5

20.2' PROPOSED DRIVE

50.00'

**SITE
PLAN****P/O LOTS, 7, 8, HALF OF 9 & 10
BLOCK 114, BETHANY BEACH****FOR
JULIE DREESE & TIM HOOT****34 S. ATLANTIC AVE, BETHANY BEACH, DE. 19930**I, BRADLEY A. ABSHER, REGISTERED AS A
PROFESSIONAL LAND SURVEYOR IN THE
STATE OF DELAWARE, HEREBY STATE THAT
THE INFORMATION SHOWN ON THIS PLAN
HAS BEEN PREPARED UNDER MY
SUPERVISION AND MEETS THE STANDARDS
OF PRACTICE AS ESTABLISHED BY THE
STATE OF DELAWARE BOARD OF
PROFESSIONAL LAND SURVEYORS. ANY
CHANGES TO THE PROPERTY CONDITIONS,
IMPROVEMENTS, BOUNDARY OR PROPERTY
CORNERS AFTER THE DATE SHOWN HEREON
SHALL NECESSITATE A NEW REVIEW AND
CERTIFICATION FOR ANY OFFICIAL OR
LEGAL USE.BRADLEY A. ABSHER, DE PLS # 735
DATE

LEGEND

- IRON PIPE FOUND
- POINT
- IRON ROD W/ CAP TO BE SET

TRUE NORTH**LAND SURVEYING**35322 BAYARD ROAD
FRANKFORD, DE 19945
302 - 539 - 2488

Adjacent property owners document

Printable page

PARID: 134-17.08-15.00

BOWEN HOWARD B TRUSTEE

98 PARKWOOD ST

Property Information

Property Location:	98 PARKWOOD ST
Unit:	
City:	BETHANY BEACH
State:	DE
Zip:	19930
Class:	R-Residential
Use Code (LUC):	101-Single Family Dwelling
Town	BB-Bethany Beach
Tax District:	134 – BALTIMORE
School District:	1 - INDIAN RIVER
Fire District:	70-Bethany Beach
Calc'd Acres:	.4896
Frontage:	70
Depth:	130.000
Irr Lot:	
Plot Book Page:	/PB
100% Land Value:	\$1,793,000
100% Improvement Value	\$423,600
100% Total Value	\$2,216,600

Legal

Legal Description	BETHANY BCH BLK 114
	LOTS 1112 N 1/2
	OF LOT 9 10

Owners

Owner	Co-owner	Address	City	State	Zip
BOWEN HOWARD B TRUSTEE	VIRGINIA E BOWAN TRUSTEE	9651 OLD NATIONAL PIKE	HAGERSTOWN	MD	21740

Printable page

PARID: 134-17.08-17.00

BUNTING GEORGE H JR TRUSTEE

38 ATLANTIC AV S

Property Information

Property Location:	38 S ATLANTIC AV
Unit:	
City:	BETHANY BEACH
State:	DE
Zip:	19930
Class:	R-Residential
Use Code (LUC):	101-Single Family Dwelling
Town	BB-Bethany Beach
Tax District:	134 - BALTIMORE
School District:	1 - INDIAN RIVER
Fire District:	70-Bethany Beach
Calc'd Acres:	.2881
Frontage:	40
Depth:	260.000
Irr Lot:	
Plot Book Page:	/PB
100% Land Value:	\$1,596,600
100% Improvement Value	\$830,900
100% Total Value	\$2,427,500

Legal

Legal Description	ATLANTIC ST
	WELLINGTON PARK LOTS
	3 4 BLK 114

Owners

Owner	Co-owner	Address	City	State	Zip
BUNTING GEORGE H JR TRUSTEE	DONNA G BUNTING TRUSTEE	PO BOX 1497	BETHANY BEACH	DE	19930

Printable page

PARID: 134-17.08-18.00

DUKES HAROLD E JR & BURTON C

99 WELLINGTON PKWY

Property Information

Property Location:	99 WELLINGTON PKWY
Unit:	
City:	BETHANY BEACH
State:	DE
Zip:	19930
Class:	R-Residential
Use Code (LUC):	101-Single Family Dwelling
Town	BB-Bethany Beach
Tax District:	134 – BALTIMORE
School District:	1 - INDIAN RIVER
Fire District:	70-Bethany Beach
Calc'd Acres:	.3456
Frontage:	50
Depth:	130.000
Irr Lot:	
Plot Book Page:	/PB
100% Land Value:	\$1,652,600
100% Improvement Value	\$1,091,700
100% Total Value	\$2,744,300

Legal

Legal Description	LOTS 1 2
	BLK 114
	OCEAN FRONT

Owners

Owner	Co-owner	Address	City	State	Zip
DUKES HAROLD E JR & BURTON C	DUKES	2 STOCKLEY ST	REHOBOTH BEACH	DE	19971

Foundation Pile/Layout Plan

GENERAL CONTRACTOR

MARNIE CUSTOM HOMES
33598 COASTAL HWY #3
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PHONE: 302-646-6664
www.marniehomes.com

STRUCTURAL ENGINEER

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17985 Nassau Commons Blvd.
Unit 3- Lewes, DE 19958
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PROJECT #: 05.001
CONTACT: M. NAIDMAN



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DREESE & HOOT
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BETHANY BEACH, DE 19930

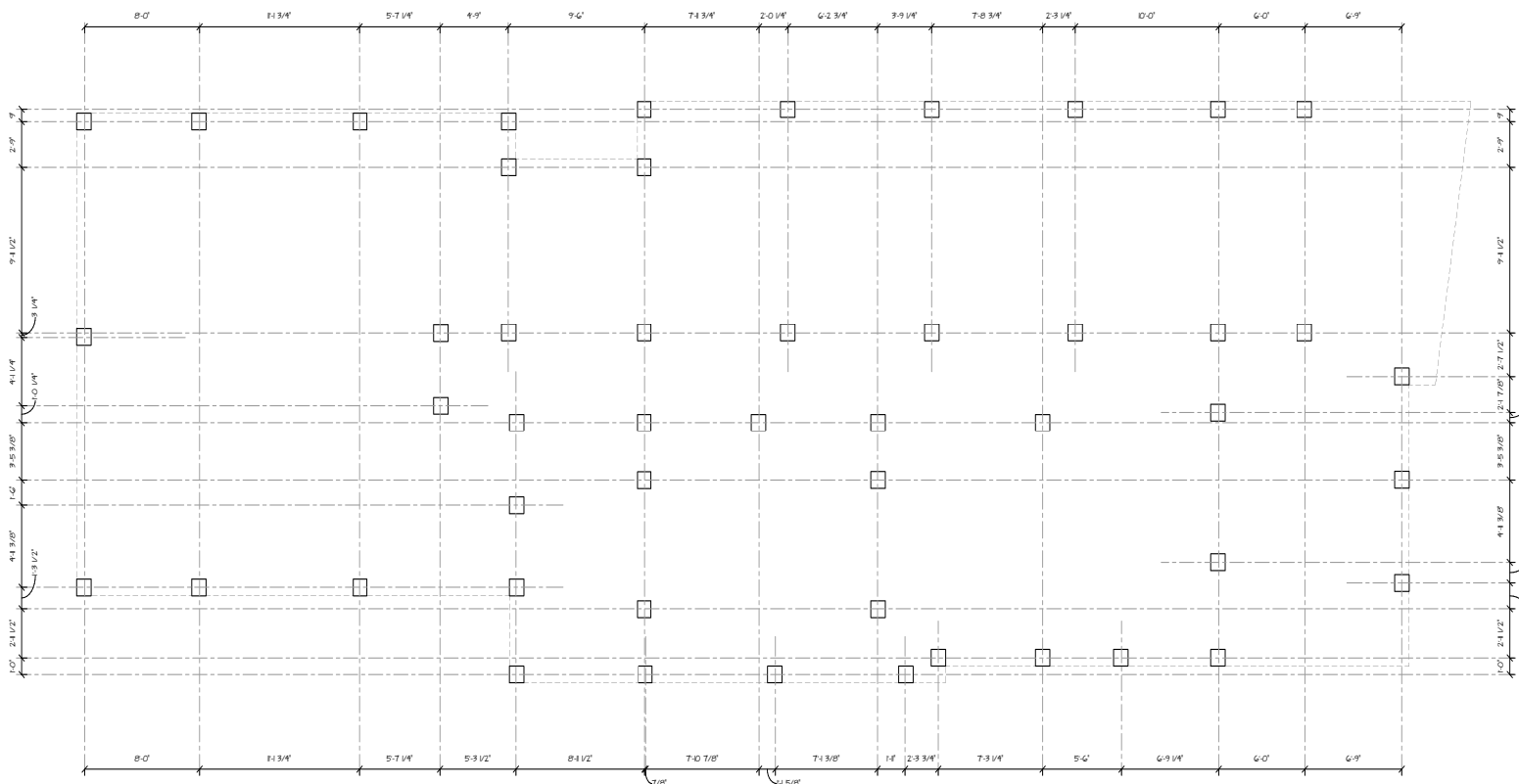
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NO.	DATE	DESCRIPTION

205 NO: 25-003
DRAWN BY: JUT

PILE PLAN

S-100



PILE PLAN

SCALE: 1/4" = 1'-0"

NOTES

- ALL PILES TO BE 12" x 12" CONCRETE w/ 25 TON MINIMUM CAPACITY.

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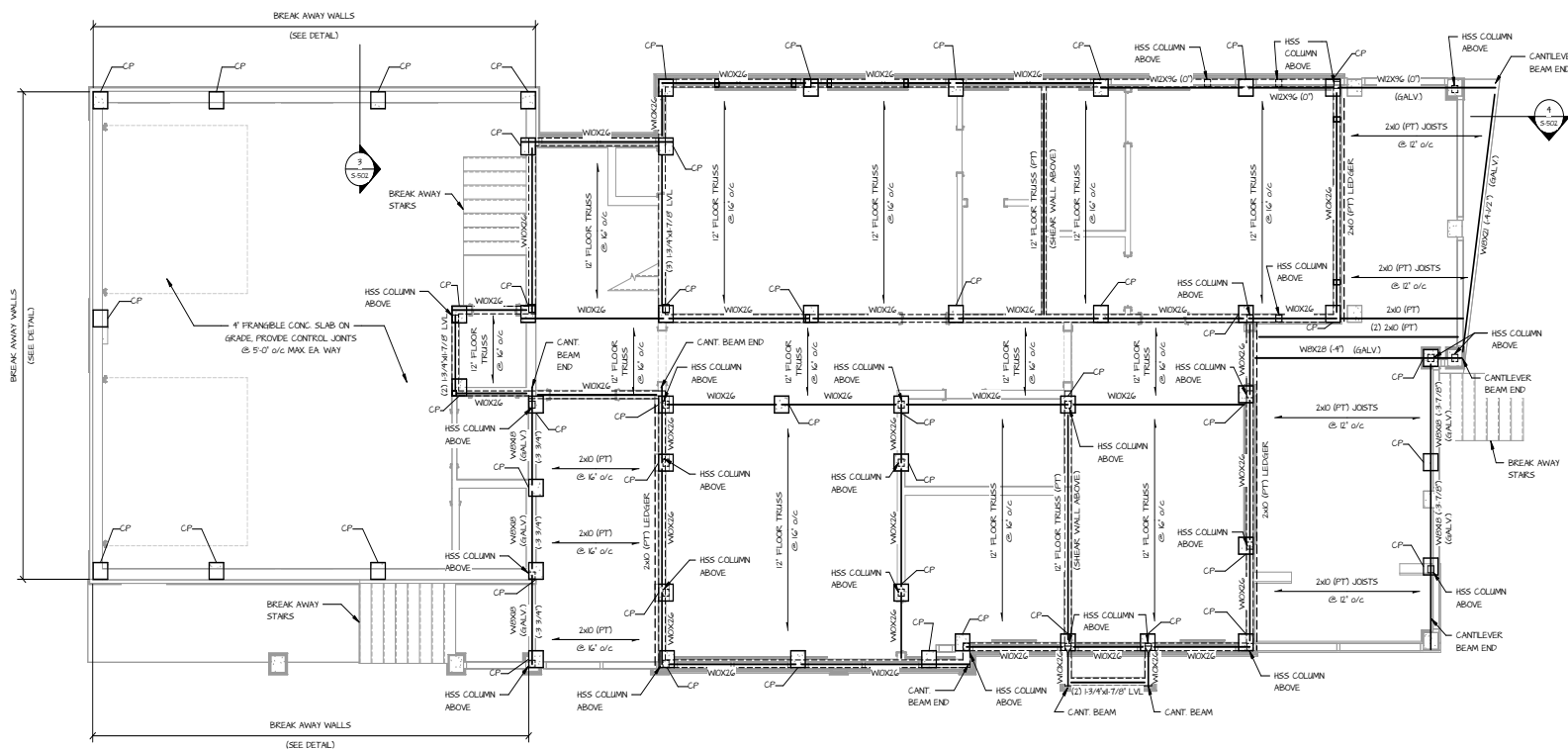
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210-205
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GROUND FLOOR FRAMING PLAN

S-101



- 1 S-101
- GROUND FLOOR FRAMING PLAN
- SCALE: 1/4" = 1'-0"
- NOTES
1. (PT) INDICATES PRESSURE TREATED
 2. CP INDICATES 12" x 12" CONCRETE w/ 25 TON MINIMUM CAPACITY
 3. TOP OF ALL STEEL BEAMS TO BE (2") BELOW TOP OF FLOOR JOISTS UNLESS NOTED OTHERWISE
 4. ALL 1-7/8" LVL MEMBERS TO BE FLUSH w/ FLOOR TRUSSES UNLESS NOTED OTHERWISE
 5. BOTTOM OF ALL PERMANENT HORIZONTAL MEMBERS TO BE ABOVE DESIGN FLOOD ELEVATION (F+6')

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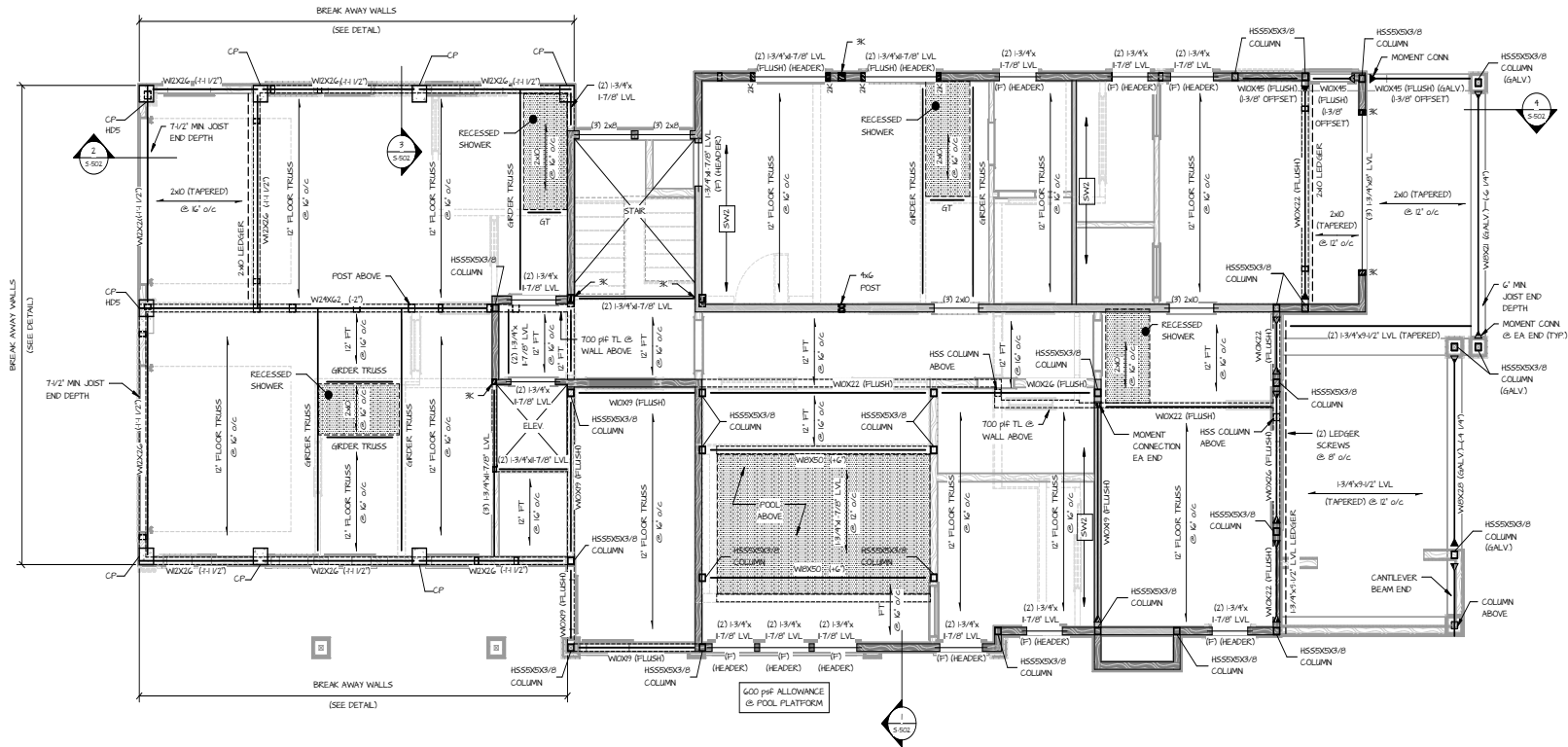
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FIRST FLOOR FRAMING PLAN

S-102



1 FIRST FLOOR FRAMING PLAN

SCALE: 1/4" = 1'-0"

- NOTES
1. -JLK INDICATES NUMBER OF JACK & KNO STUDS
 2. ALL EXTERIOR WALLS TO BE SHEAR WALL TYPE SWF UNLESS NOTED OTHERWISE.
 3. TOP OF FLUSH STEEL BEAMS TO BE 8/12" BELOW TOP OF FLOOR TRUSSES UNLESS NOTED OTHERWISE.
 4. ALL 17/8" LVL MEMBERS TO BE FLUSH W/ FLOOR TRUSSES.
 5. FT INDICATES FLOOR TRUSSES
 6. (P) INDICATES FLUSH
 7. CP INDICATES 12' x 12' CONCRETE W/ 25 TON MINIMUM CAPACITY.

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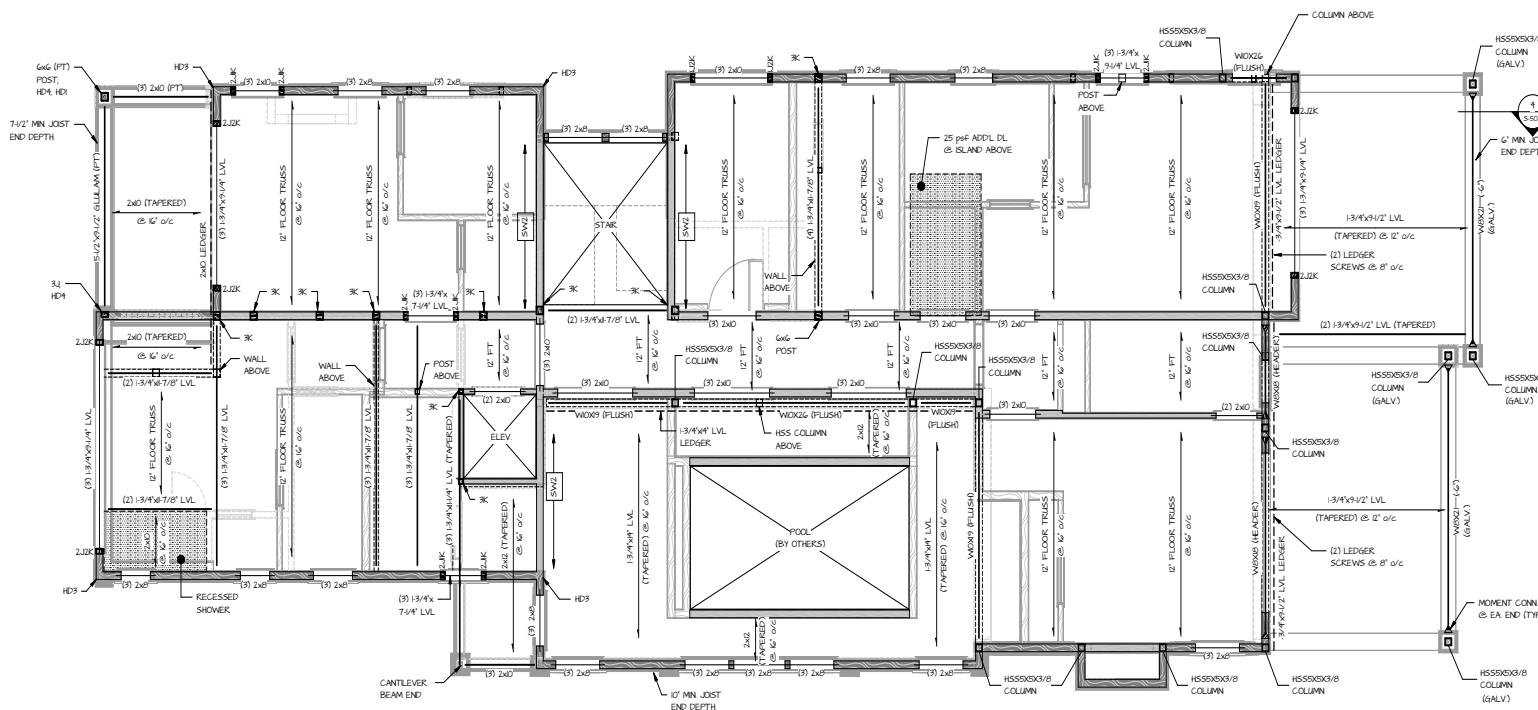
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SECOND FLOOR FRAMING PLAN

S-103



1 SECOND FLOOR FRAMING PLAN SCALE: 1/4" = 1'-0"

NOTES

1. L.L.K. INDICATES NUMBER OF JACK & KING STUDS.
2. ALL EXTERIOR WALLS TO BE SHEAR WALL TYPE "SW" UNLESS NOTED OTHERWISE.
3. TOP OF FLUSH STEEL BEAMS TO BE (1/2") BELOW TOP OF FLOOR TRUSSES UNLESS NOTED OTHERWISE.
4. ALL 12\"/>

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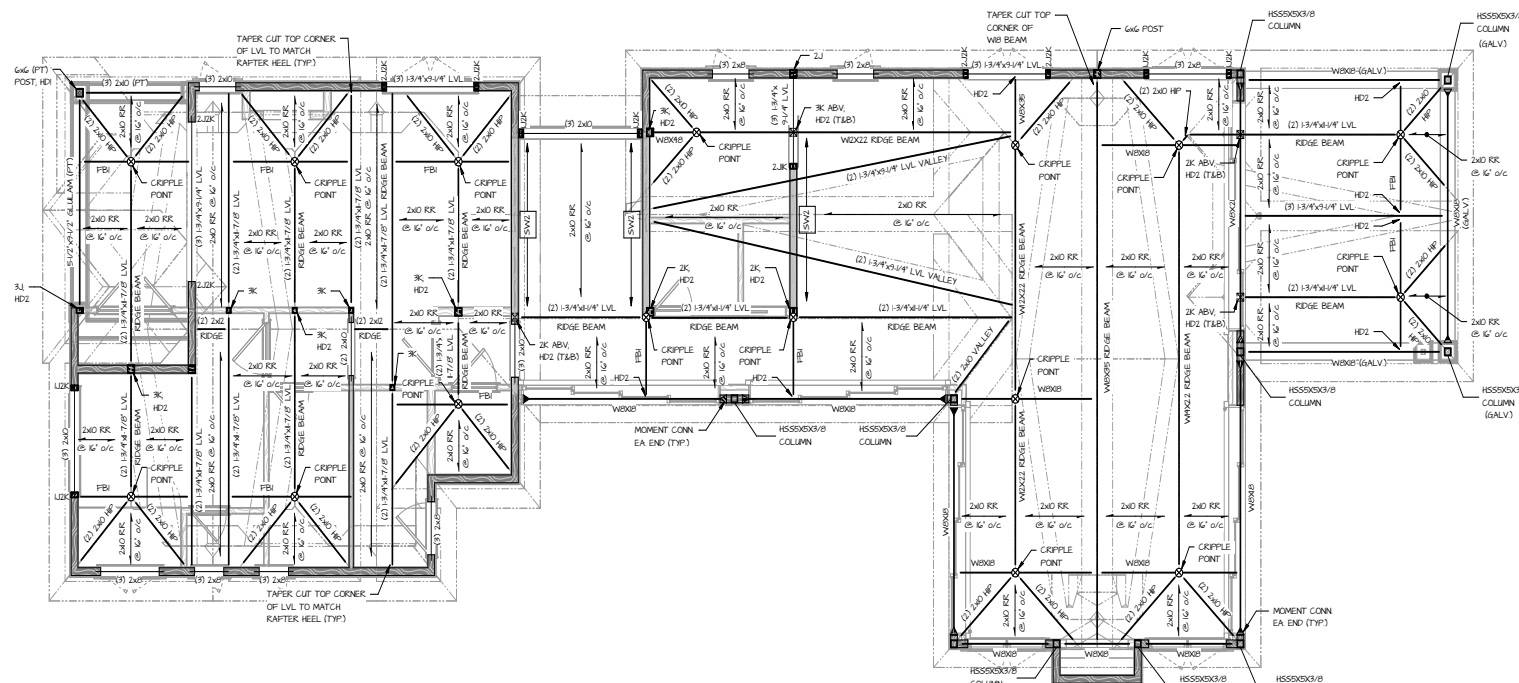
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318 NO. 25-003
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ROOF FRAMING PLAN

S-104



1 ROOF FRAMING PLAN
S-104

SCALE: 1/4\"/>

- NOTES
1. JK INDICATES NUMBER OF JACK & KING STUDS.
 2. ALL EXTERIOR WALLS TO BE SHEAR WALL TYPE SW UNLESS NOTED OTHERWISE.
 3. RR INDICATES ROOF RAFTER.
 4. (PT) INDICATES PRESSURE TREATED.

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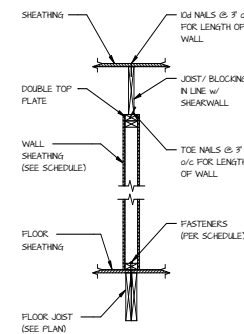
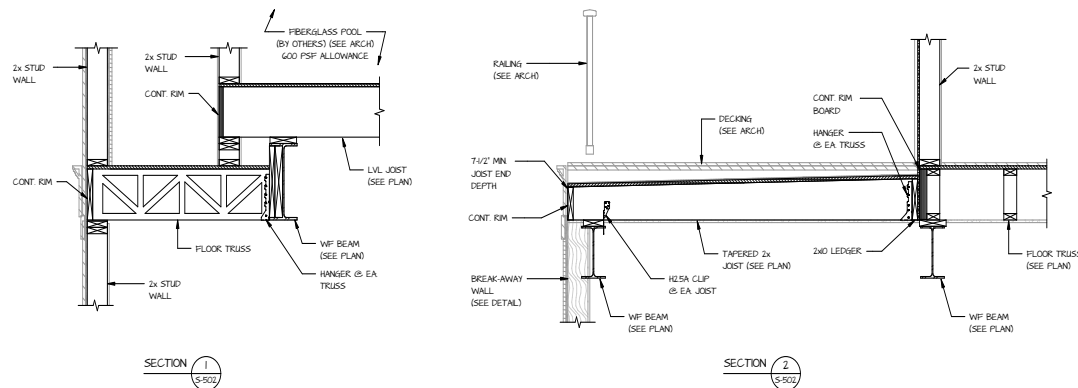
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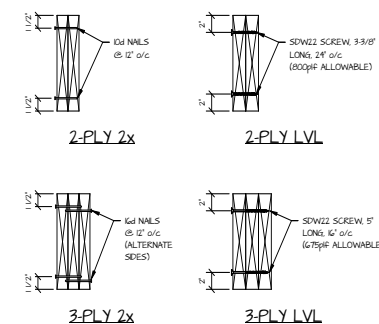
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TYPICAL DETAILS & SECTIONS

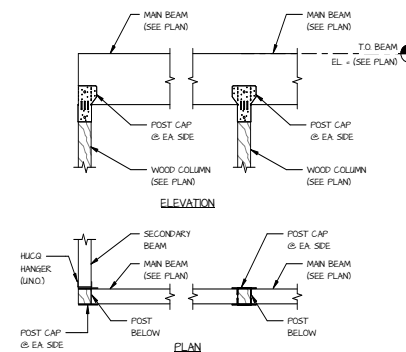
S-502



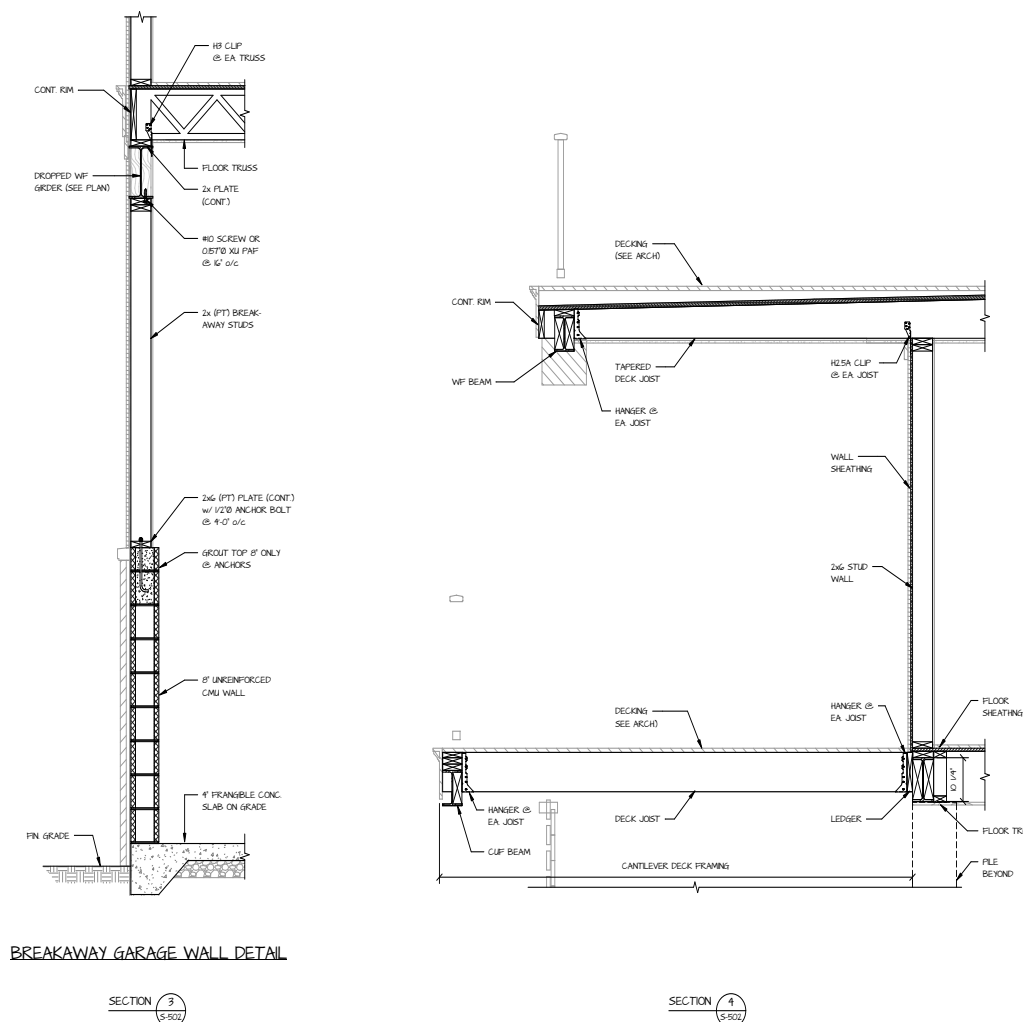
TYPICAL INTERIOR SHEAR WALL DETAIL



TYPICAL BUILT-UP BEAM DETAIL



AC / ACHZ POST CAP DETAILS



BREAKAWAY GARAGE WALL DETAIL

GENERAL NOTES

STRUCTURAL NOTES

1. PLOT/TOWN ENGINEERING HAS DESIGNED ONLY THE STRUCTURAL ELEMENTS REPRESENTED ON THESE DRAWINGS. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL DRAWINGS AND SPECIFICATIONS CONTAINED HEREIN. PLOT/TOWN ENGINEERING ASSUMES NO RESPONSIBILITY FOR ANY UNAUTHORIZED CHANGES TO THESE DRAWINGS.
2. ALL STRUCTURAL INFORMATION HAS BEEN PREPARED IN ACCORDANCE WITH THE 2021 INTERNATIONAL BUILDING CODE AS WELL AS ALL REFERENCED STANDARDS CONTAINED THEREIN.
3. SCALING OF DRAWINGS TO DETERMINE DIMENSIONS OF ELEMENTS IS NOT PERMITTED.
4. DESIGN LOADS FOR THE PROJECT ARE LISTED AS FOLLOWS:
 - A. SLAB ON GRADE LIVE LOAD: 100 psf
 - B. SLAB ON GRADE DEAD LOAD: 50 psf
 - C. FLOOR LIVE LOAD: 40 psf
 - D. FLOOR DEAD LOAD: 25 psf
 - E. DECK LIVE LOAD: 60 psf
 - F. DECK DEAD LOAD: 10 psf
 - G. ROOF LIVE LOAD: 30 psf
 - H. ROOF DEAD LOAD: 20 psf
5. SNOW LOAD DATA FOR THE PROJECT IS LISTED AS FOLLOWS:
 - A. $P_g = 20$ psf
 - B. $I = 1.0$
 - C. $C_t = 1.0$
 - D. $C_e = 1.0$
 - E. $P_f = 20$ psf
6. LATERAL WIND LOAD DATA FOR THE PROJECT IS LISTED AS FOLLOWS:
 - A. $V_{50} = 80$ mph
 - B. $V_{100} = 100$ mph
 - C. Risk Category = I
 - D. Exposure Category = D
 - E. Internal Pressure Coefficient = +/- 0.18
7. SEISMIC DESIGN CATEGORY = B
8. IN ACCORDANCE WITH FEMA REQUIREMENTS:
 - A. THE BOTTOM OF THE LOWEST HORIZONTAL MEMBER OF THE GROUND FLOOR FRAMING LEVEL IS ELEVATED ABOVE THE BASE FLOOD ELEVATION.
 - B. THE FLEES AND STRUCTURE ATTACHED THERETO IS ANCHORED TO RESIST PLOTATION COLLAPSE AND LATERAL MOVEMENT DUE TO THE EFFECTS OF WIND AND WATER LOADS ACTING SIMULTANEOUSLY ON ALL BUILDING COMPONENTS.
9. ALL FRAMING AT AND BELOW DESIGN FLOOD ELEVATION TO BE PRESSURE TREATED MATERIAL.
10. CONTRACTORS TO ALLOW FOR A 10 BUSINESS DAY REVIEW PERIOD BY THE DESIGN TEAM FOR ALL SHOP DRAWINGS REQUIRED.

FOUNDATIONS

1. ALL CONCRETE PILES SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 5000 PSI WITH REINFORCING FOR THE FULL LENGTH OF THE PILE. PILES TO BE DRIVEN TO MINIMUM CAPACITY OF 25 TONS.

CONCRETE

1. ALL CONCRETE SHALL BE READY-MIX AND HAVE THE FOLLOWING CHARACTERISTICS:
 - SLABS ON GRADE:
 - A. MINIMUM COMPRESSIVE STRENGTH OF 3500 PSI AT 28 DAYS. A MINIMUM OF 520 LBS OF CEMENT PER CUBIC YARD. SLUMP (AT POINT OF CONCRETE PLACEMENT) SHALL BE 3-INCH MINIMUM AND 5-INCH MAXIMUM.
2. ALL CONCRETE EXPOSED TO EXTERIOR CONDITIONS SHALL HAVE CHARACTERISTICS IN ACCORDANCE WITH ACI BUILDING CODE (ACI 308) AND THE 2021 INTERNATIONAL BUILDING CODE.
3. ALL CONCRETE WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE LATEST EDITIONS OF THE FOLLOWING CODES AND STANDARDS:
 - A. ACI BUILDING CODE (ACI 308)
 - B. THE ACI DETAILING MANUAL (SP-36)
 - C. SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 303)
4. ALL REINFORCING STEEL SHALL BE MANUFACTURED FROM HIGH STRENGTH BILLET STEEL CONFORMING TO ASTM DESIGNATION A63 GRADE 60 LAP ALL BARS MINIMUM 48 BAR DIAMETERS UNLESS OTHERWISE NOTED.
5. ALL WWPF SHALL BE MANUFACTURED FROM HIGH STRENGTH STEEL CONFORMING TO ASTM A563 LAP ALL WWPF A MINIMUM OF 6 INCHES.
6. CONCRETE SHALL ACHIEVE A MINIMUM OF 70 PERCENT OF THE DESIGN STRENGTH PRIOR TO STEEL ERECTION. WRITTEN CONFIRMATION OF THIS STRENGTH SHOULD BE SUBMITTED TO THE ENGINEER OF RECORD PRIOR TO THE COMMENCEMENT OF STEEL ERECTION.

STEEL

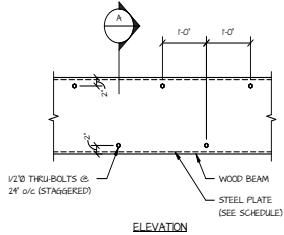
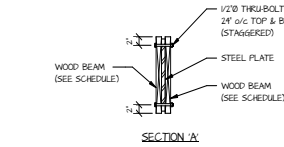
1. ALL STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST AISC CODE. ALL STRUCTURAL STEEL WIDE FLANGE (W) SHAPES SHALL BE ASTM A992 GRADE 50 (50/60). ALL STRUCTURAL STEEL S, M, AND HP SHAPES SHALL BE ASTM A572 GRADE 50 (50/60). ALL OTHER STRUCTURAL STEEL SHALL BE ASTM A36 UNLESS OTHERWISE NOTED.
2. ALL STEEL RECTANGULAR/SQUARE HOLLOW STRUCTURAL SECTIONS SHALL BE ASTM A500 GRADE B, F146 KSI.
3. ALL STEEL SHALL BE THOROUGHLY CLEANED IN ACCORDANCE WITH SSPC-SF9 AND HAVE A SHOP COAT OF RUST INHIBITIVE PAINT.
4. ALL SHOP AND FIELD WELDING SHALL BE PERFORMED BY WELDERS CERTIFIED AS DESCRIBED IN LATEST EDITION OF THE AMERICAN WELDING SOCIETY'S STANDARD QUALIFICATION PROCEDURE; AWS D1.1 TO PERFORM THE TYPE OF WELDING REQUIRED.
5. ALL BOLTS USED FOR THE ANCHORAGE TO CONCRETE AS SPECIFIED ON THE DRAWINGS SHALL CONFORM TO ASTM F1554.
6. ALL STEEL WELDING RODS SHALL BE AS FOLLOWS:
 - A. E70XX FOR STEEL CONNECTIONS
7. SUBMIT ALL STEEL SHOP DRAWINGS FOR REVIEW PRIOR TO ANY FABRICATION.
8. STEEL FABRICATOR IS SOLELY RESPONSIBLE FOR COORDINATING WITH THE GENERAL CONTRACTOR FOR THE PURPOSE OF SURVEYING AND VERIFICATION OF EXISTING CONDITIONS INCLUDING BUT NOT LIMITED TO THE LOCATION, ELEVATION, AND DIMENSIONS OF WALLS AND FRAMING THAT EXIST AT THE TIME OF THE STEEL ERECTION.
9. ALL EXPOSED STEEL SHALL BE HOT DIP GALVANIZED. ANY POINTS OF WELDING SHALL BE TOUCHED UP IN THE FIELD WITH A ZINC-RICH PAINT BY THE STEEL ERECTOR.

TIMBER

1. ALL STRUCTURAL TIMBER FRAMING, WALLS, BLOCKING, ETC. SHALL BE HEM FIR #2 MINIMUM STRESS GRADE LUMBER OR APPROVED EQUAL. THE MINIMUM ALLOWABLE PROPERTIES ARE AS FOLLOWS:
 - $F_b = 850$ PSI $F_v = 80$ PSI $E = 1,300,000$ PSI
2. ALL STRUCTURAL TIMBER MUST BE STAMPED IN ACCORDANCE WITH THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTIONS' CONSTRUCTION MANUAL.
3. ALL EXTERIOR TIMBER FRAMING MEMBERS SHALL BE SOUTHERN YELLOW PINE (SYP) #1 MINIMUM STRESS GRADE LUMBER. THE MINIMUM ALLOWABLE PROPERTIES ARE AS FOLLOWS:
 - $F_b = 1000$ PSI $F_v = 175$ PSI $E = 1,600,000$ PSI
4. ALL STRUCTURAL TIMBER FOR WOOD TRUSS FRAMING SHALL BE SOUTHERN YELLOW PINE (SYP) #3 MINIMUM STRESS GRADE LUMBER OR APPROVED EQUAL. THE MINIMUM ALLOWABLE PROPERTIES ARE AS FOLLOWS:
 - $F_b = 500$ PSI $F_v = 175$ PSI $E = 1,000,000$ PSI
5. ALL STRUCTURAL TIMBER MUST BE STAMPED IN ACCORDANCE WITH THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTIONS' CONSTRUCTION MANUAL.
6. ALL MICRO-LAM BEAMS (LVL) SHALL BE AS ENGINEERED AND MANUFACTURED BY VIEYERHEUSER OR APPROVED EQUAL. THE MINIMUM ALLOWABLE PROPERTIES FOR MICRO-LAM BEAMS ARE AS FOLLOWS:
 - $F_b = 2600$ PSI $F_v = 285$ PSI $E = 1,900,000$ PSI
7. MAXIMUM DEFLECTION CRITERIA:
 - A. FLOOR FRAMING - $L/1600$, $T_L/360$
 - B. ROOF FRAMING - $L/760$, $T_L/240$
8. ALL TIMBER AND TIMBER CONSTRUCTION SHALL COMPLY WITH LATEST EDITIONS OF THE FOLLOWING STANDARDS:
 - A. AMERICAN INSTITUTE OF TIMBER CONSTRUCTION - TIMBER CONSTRUCTION MANUAL
 - B. AMERICAN WOOD COUNCIL - NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION (NDS)
 - C. AMERICAN PLYWOOD ASSOCIATION - PLYWOOD DESIGN SPECIFICATION
 - D. AMERICAN WOOD-PRESERVERS ASSOCIATION STANDARDS
9. DESIGN, FABRICATION AND INSTALLATION OF WOOD TRUSSES AND SHEET METAL CONNECTORS SHALL BE IN ACCORDANCE WITH THE FOLLOWING TRUSS PLATE INSTITUTE (TPI) STANDARDS:
 - A. THE NATIONAL DESIGN STANDARD FOR METAL-PLATE CONNECTED WOOD TRUSS CONSTRUCTION, TPI 1
 - B. RECOMMENDED DESIGN SPECIFICATION FOR TEMPORARY BRACING OF METAL PLATE CONNECTED WOOD TRUSSES, (DSB-89)
 - C. GUIDE TO GOOD PRACTICE FOR INSTALLING, RESTRAINING AND BRACING METAL PLATE CONNECTED WOOD TRUSSES, BCSS
10. ALL PRE-ENGINEERED WOOD JOISTS (TILT-UP, TILT-UP, etc.) AS NOTED ON PLAN SHALL BE AS MANUFACTURED BY VIEYERHEUSER OR APPROVED EQUAL. INSTALL BRACING AND BRIDGING IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
11. ALL TIMBER CONNECTIONS SHALL BE MADE USING PREFABRICATED CONNECTORS. TOE-NAILING IS NOT PERMITTED. SUBMIT MANUFACTURER'S DATA FOR REVIEW. FASTENERS SHALL BE AS MANUFACTURED BY SIMPSON STRONGTIE OR APPROVED EQUAL.
12. PROVIDE POST CAPS AND BASES AT ALL WOOD POSTS BY SIMPSON STRONGTIE OR APPROVED EQUAL.
13. PROVIDE A MINIMUM OF (2) STUDS FOR ALL HEADERS AND BEAMS UNLESS NOTED OTHERWISE.
14. ALL EXPOSED FASTENERS AND CONNECTIONS TO BE HOT DIPPED GALVANIZED OR STAINLESS STEEL.
15. WOOD FLOOR TRUSSES ARE TO BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER FOR THE WOOD TRUSS OR JOIST FABRICATOR. SIGNED AND SEALED CALCULATIONS ARE TO BE SUBMITTED FOR REVIEW AND APPROVAL. DESIGNS SHALL REFLECT THE LOADING SHOWN IN THE STRUCTURAL DOCUMENTS. TRUSS FABRICATOR SHALL PROVIDE PREFABRICATED HANGERS AND CONNECTORS AS REQUIRED.
16. PROVIDE MINIMUM CONTINUOUS SOLID BLOCKING OR CROSS-BRIDGING LINES AT 8'-0" O/C MAX SPACING FOR ALL:
 - A. WOOD JOISTS
 - B. ROOF TRUSSES
 - C. FLOOR TRUSSES
 - D. PROVIDE ADDITIONAL X-BRIDGING AS REQUIRED BY FABRICATOR.
 - E. PROVIDE A MINIMUM OF ONE LINE OF BLOCKING OR CROSS BRIDGING FOR ALL SPANS
17. TREATED LUMBER SHALL BE PROVIDED AT ALL LOCATIONS WHERE LUMBER IS IN CONTACT WITH CONCRETE AND MASONRY FOUNDATION WALLS OR AT EXTERIOR OF BUILDING.
18. PROVIDE MINIMUM HJ SERIES HANGERS CORRESPONDING TO BEAM DEPTH AT ALL FLUSH BEAMS UNLESS NOTED OTHERWISE.
19. PROVIDE 2x BLOCKING BETWEEN WOOD STUDS AT INTERIOR BEARING WALLS AT 2'4" O/C.
20. SHEATHING FOR WALLS SHALL BE 1/2" THICK 32% SPAN RATING APA WOOD SHEATHING EXPOSURE 1. ALL SHEATHING SHALL BE PLACED HORIZONTALLY AND SECURED IN ACCORDANCE WITH THE SHEAR WALL SCHEDULE SHOWN ON THE STRUCTURAL DRAWINGS. ALL JOINTS IN SHEATHING SHALL BE STAGGERED.
21. SHEATHING FOR FLOORS SHALL BE 3/4" THICK 30' SPAN RATING APA FLOOR SHEATHING EXPOSURE 1. ALL JOINTS IN SHEATHING SHALL BE STAGGERED. FOR ROOF SHEATHING USE PANEL CLIPS OR LUMBER BLOCKED EDGE SUPPORTS AS RECOMMENDED BY APA. NAILING SHALL COMPLY WITH APA REQUIREMENTS FOR PLYWOOD ROOF DIAPHRAGMS.
22. PROVIDE (2) SIMPSON SDWS SCREWS AT 12" O/C OR EQUAL FOR DECK LEDGERS TO ISM BOARD UNLESS NOTED OTHERWISE.

SHEAR WALL FRAMING SCHEDULE				
MARK	SHEATHING	FASTENING	FLR TO FLR CONN	WALL TO BEAM CONN
SW1 SHEARWALL	1/2" WOOD SHEATHING w/ BLOCKED JOINTS (ONE SIDE)	5d NALS @ 4" o/c SPACING @ PANEL EDGES 12" o/c IN FIELD	SHEATHING LAP/ NAILING PATTERN (SEE DETAIL)	1 1/4"X5" SDS SCREW @ 24" o/c MAX INTO BEAM OR BLOCKING
SW2 SHEARWALL	1/2" GYPSUM BOARD w/ BLOCKED JOINTS (BOTH SIDES)	5d COOLER NALS @ 4" o/c SPACING @ PANEL EDGES & IN FIELD	5d NALS @ 3" o/c (SEE DETAIL)	1 1/4"X5" SDS SCREW @ 32" o/c MAX INTO BEAM OR BLOCKING

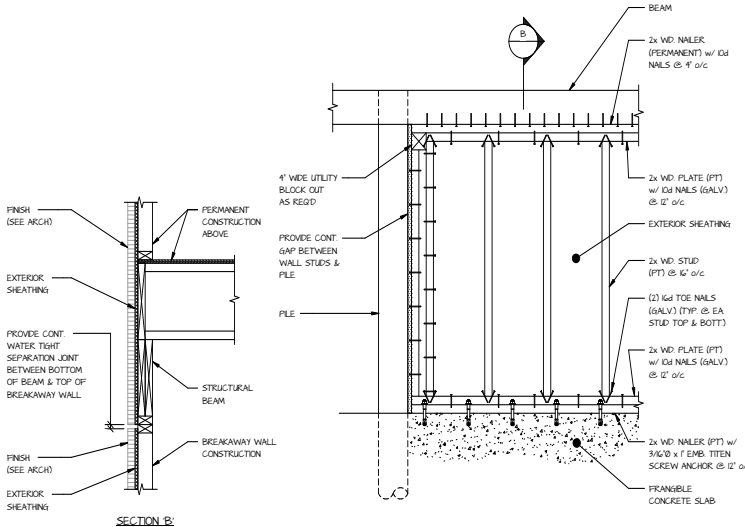
*ALT. FASTENER: #6 SCREWS



FLITCH BEAM SCHEDULE		
- SEE PLAN FOR FLITCH BEAM DESIGNATION LOCATION -		
MARK	STEEL PLATE SIZE	WOOD BEAMS
FBI	1/2" x 9"	(2) 13/16" x 9 1/4" LVL

FASTENER SCHEDULE	
TYPE	PROPERTIES
5d COOLER NAL	0.085"0 x 15/16" LONG
6d COOLER NAL	0.092"0 x 1 7/16" LONG
8d NAL	0.087"0 x 2 1/2" LONG
10d NAL	0.087"0 x 3" LONG
12d NAL	0.062"0 x 3 1/2" LONG
#6 SCREW	0.875"0
#8 SCREW	0.64"0
#10 SCREW	0.707"0

HOLD-DOWN SCHEDULE	
- SEE PLAN FOR HOLD-DOWN DESIGNATION LOCATION -	
MARK	TYPE
HDI	SIMPSON ACHZ POST CAP @ EA. SIDE OF POST
HDZ	SIMPSON H6 STRAP BEAM TO POST
HD9	(2) SIMPSON HEM-SDS15 HOLD-DOWN w/ 5/8"0 THREADED ROD THRU FLOOR
HDM	SIMPSON MSTA8G STRAP TO POST ABOVE
HDS	SIMPSON MSTA8B3 BENT STRAP TO POST ABOVE



TYPICAL WOOD STUD BREAKAWAY WALL DETAIL

BROADWATER ARCHITECTURE
1912 LINCOLN DR. UNIT G
ANNAPOLIS, MD 21401
studio@broadwaterdesigns.com
doug@broadwaterdesigns.com
410-353-6568

GENERAL CONTRACTOR

MARNIE CUSTOM HOMES
33598 COASTAL HWY #3
BETHANY BEACH, DE 19930
PHONE: 302-618-6564
www.marniehomes.com

STRUCTURAL ENGINEER

PILOT TOWN ENGINEERING
17985 Nassau Commons Blvd.
Unit 3 - Lewes, DE 19958
PHONE: 302-703-1770
www.pilottownengineering.com
PROJECT #: 205 apt
CONTACT: M. NALMAN



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DREESE & HOOT RESIDENCE
LOT 1 - 34 S. ATLANTIC AVE
BETHANY BEACH, DE 19930

DRAWING	DATE
REVISED PERMIT	9/21/2025

REVISIONS		
NO.	DATE	DESCRIPTION

3/18/2025: 20-003
DRAWN BY: JUT

SCHEDULES & GENERAL NOTES

Deed/Lease/Sales contract

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT, is made this 24th day of October, 2025 by and between MARNIE CUSTOM HOMES, LLC, a Delaware limited liability company (hereinafter, “Contractor”), and Julie Dreese & Tim Hoot hereafter collectively referred to as “Owner”:

WHEREAS Contractor is authorized to construct homes in the State of Delaware and is fully and appropriately licensed and insured per industry standards, and

WHEREAS, Owner is the owner of real property known as **TAX MAP #1-34-17.08-16.00 being known as 34 S. Atlantic Ave** (the “Premises”), and desires to engage Contractor to build and construct a new home on the Premises,

NOW THEREFORE, the parties hereby undertake and agree as follows:

1. **CONSIDERATION:** In consideration of the full performance of the covenants, promises and performance provided for herein, Owner agrees to pay Contractor the **COST for the construction of a new home on the Premises PLUS A FEE OF 20%. THE COST SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, SUBCONTRACTS, DEMOLITION and PERMIT FEES FOR CONSTRUCTION AS FURTHER DESCRIBED IN THE CONTRACT DOCUMENTS. Owner shall pay the entire cost of construction plus Contractor’s Fee.** Contractor will not adjust the Scope of Construction without notice to and the consent of Owner. Contractor shall prepare a Draw Schedule which shall detail the estimated costs and fees. Owner acknowledges that the Draw Schedule contains estimates regarding the percent complete and the scheduling of tasks. Owner is responsible for payment of all costs plus the Contractor’s Fee.

Contractor shall notify Owner when draw payments are due under the Draw Schedule, and payment shall be made by Owner within five (5) days of such notice by Contractor.

This Agreement shall not be effective until Owner pays to Contractor a \$100,000.00 deposit, which shall be non-refundable. The deposit will be applied to the initial draw(s) payable by the Owner.

2. **COMPLETION OF HOME:** Contractor agrees to obtain a certificate of occupancy **within nine (9)-months from the completion of the foundation**, subject however, to any delays beyond the control of the Contractor which may include but are not limited to acts of God, weather, war, availability of materials, Owner caused delays, governmental requirements or regulations, issuance of building permits, compliance with building, zoning, and planning laws, ordinances, regulation or orders, and litigation or threatened litigation pertaining to any of the foregoing. The nine (9) month period shall be extended by the length of time of any community building moratorium or restriction.

3. **CONTRACT DOCUMENTS:** The following documents, all of which are incorporated by reference as if fully set forth herein, constitute the Contract Documents: (a) this Agreement, (b) the Building Permit, (c) the Draw Schedule, (d) the Plans and Specifications, (e) Owner’s Selection Sheet, and (f) changes agreed to by Owner and Contractor.

4. **CONTRACTOR’S DUTIES:** The new home shall be constructed in accordance with the Contract Documents, and Contractor shall construct the new home and be responsible for completion of all construction up to and including the issuance of the Certificate of Occupancy.

5. **OWNERS’ DUTIES:** Owner represents and warrants to Contractor as follows:

- (a) Owner has fee simple title to the Premises which is good and marketable and insurable by a reputable title insurance company, and that Owner is authorized to enter into this Agreement;
- (b) Adequate access to the Premises exists, such that Contractor can without hindrance perform its obligations under this Agreement;

- (c) The Premises is presently free and clear of any and all encumbrances, easements, liens and restrictions which may impair the Contractor's performance;
- (d) Owner will cooperate with Contractor and will not obstruct or hinder Contractor's work;
- (e) Owner will timely make all Owner required selections and timely provide Owner provided equipment;
- (f) Owner shall pay Contractor in accordance with the Draw Schedule and this Agreement.

If Owner is in breach of any of the foregoing representations and warranties, Contractor shall, at its option, with five (5) days' notice to cure, have the right to terminate this Agreement. In the event of termination, Contractor shall be entitled to retain all draw payments received and to recover from Owner all costs, fees, and Contractor's Fee for work performed to the date of termination, and any costs of termination or liability to third parties as a result of the termination.

6. **SELECTIONS:** Contractor will construct the new home from the Owner's Selection Sheet. The Selection Sheet shall be based on the Owner's selections in consultation with the Contractor. Owner shall make all selections within 60 days of the Construction Start Date. Should Owner fail to make selections as required, Contractor will make the selections which shall be binding on the Owner.

7. **PAYMENT:** After notice to Owner that the work required to obtain a draw is complete, the Owner shall pay Contractor within five (5) days from the date of notice by bank wire transfer or check. If payment is not made to Contractor within five (5) days of notice then Contractor may, at its option, stop work until payment of the draw is made. The contract time shall be extended. Any additional costs and expenses incurred due to an Owner's failure to pay shall be the responsibility of the Owner. Owner shall pay a late fee of 5% percent if any draw payment is more than ten (10) days late.

8. **CHANGES/OWNER SUPPLIED MATERIAL OR EQUIPMENT:**

- (a) Owner may make changes in the work with Contractor's consent. Owner agrees to pay 100% of the cost of any such change plus Contractor's Fee in the immediately following draw. Owner acknowledges that changes may impact the schedule and constitute an Owner caused delay.
- (b) Contractor has the absolute right to refuse to allow Owner to supply any of the material or equipment for the work. Any Owner supplied material or equipment must be included in the Contract Documents at the time this Contract is entered into, and the Owner must timely supply the purchase documents and installation information to the Contractor. If the Contract Documents permit Owner to supply any material or equipment, Contractor shall be entitled to Contractor's Fee on the cost of any such material or equipment. Any expenses incurred by Contractor due to the late delivery of any Owner supplied material or equipment shall be paid to Contractor by Owner, and the contract time shall be extended.
- (c) Storage of any Owner supplied material or equipment is the sole responsibility of the Owner and shall not interfere with the Contractor's work. The Owner may store supplied material or equipment at the construction site with the consent of the Contractor.
- (d) Any delays due to late delivery shall constitute an Owner caused delay.

9. **WARRANTIES:** Contractor shall provide Owner any Manufacturer's warranties and surveys upon receipt of the Final Draw payment. Contractor shall perform the work required by the Contract Documents in compliance with applicable homebuilding industry standards, and in accordance with local standards and practices then in effect. Contractor warrants that Contractor supplied materials incorporated into the new home shall be new and of good quality; and that Contractor's work shall be free from defects and/or deficiencies for a period of one year from the date of issuance of the certificate of occupancy. Owner shall notify Contractor of any warranty work in writing and Contractor shall promptly remedy any such defective or deficient work.

10. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner from and against claims, damages, losses and expenses, arising out of or resulting from performance of Contractor's work under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

11 ASSIGNMENT/SUBCONTRACTORS: This Agreement may not be assigned by either party. Owner acknowledges that Contractor contracts with various subcontractors to perform portions of the work on such terms and with such conditions as the Contractor reasonably believes to be consistent with industry pricing and standards. Contractor agrees to provide Owner with a list of its subcontractors upon the request of Owner. **Contractor agrees to provide lien releases from subcontractors upon receipt of the Final Draw Payment.**

12. RISK OF LOSS: The risk of loss shall be the responsibility of Owner at all times including during the construction of the new home. Contractor shall obtain "Builder's All Risk Extended Coverage" insurance which shall be part of the cost of construction paid for by Owner.

13. POSSESSION: Owner shall not take possession of the new home until the Final Draw has been paid to Contractor. Until payment of the Final Draw, Owner hereby gives Contractor full authority and permission to occupy and possess the Premises. This authority shall be deemed a license to occupy the Premises by Contractor as necessary to perform this Agreement. Prior to payment of the Final Draw, Contractor shall have the absolute right to allow others entry onto the Premises, including the right to exhibit the new home.

14. INSPECTION AND TURNOVER: Owner shall only be entitled to inspect the new home upon reasonable advance notice to Contractor. The Agreement shall be closed out as follows:

(a) Pre-Completion walk-through: Two weeks prior to the issuance of the Certificate of Occupancy, Owner and Contractor shall inspect the new home. The parties will identify those items remaining to be completed or corrected and include those items on a punch list. At that time, Contractor shall provide to the Owner the final Projected Cost of construction of the new home and the amount of the Final Draw.

(b) Settlement walk-through/Turnover: Upon issuance of the Certificate of Occupancy, Owner and Contractor shall inspect the new home. The parties will identify those punch list items remaining to be completed and create a final, agreed punch list. Owner shall pay the Final Draw less 3% of the Final Draw amount. Contractor shall provide to Owner all keys.

(c) 30 day walk-through: 30 days after Settlement, Owner and Contractor shall inspect the new home. The parties shall identify those items remaining to be performed from the punch list and identify any warranty items to be performed. Contractor will correct these items as quickly as possible, and in no event later than ninety (90) days of the issuance of Certificate of Occupancy. The time shall be extended for delays beyond the control of the Contractor. The time shall also be extended due to any community building moratorium or restriction.

The 3% withheld from the Final Draw, along with any adjustments to the final Projected Cost of the work for actual costs incurred, shall be due when Contractor completes all punch list items. Contractor will furnish Releases of Liens to Owner when this payment is made.

15. CERTIFICATE OF OCCUPANCY: Issuance of the Certificate of Occupancy and the taking of possession by Owner shall constitute conclusive evidence of final completion of all items of construction except for uncompleted punch list items and shall constitute final acceptance of the work by Owner and acknowledgement by Owner that the new home has been constructed in accordance with the Contract Documents.

16. PAYMENT/DEFAULT: In the event that Owner fails to make any payment when due then Contractor shall, after written notice with three additional days to cure, be entitled to suspend any further performance until the payment is made. Interest at 2% per month shall accrue on any payment over 30 days late. Time is of the essence with regard to any Owner payment due to Contractor under this Agreement. In the event of any breach by Owner of this Agreement, or any failure by Owner to make payment as required herein, Owner shall be responsible for any and all attorney's fees, expert witness fees, arbitration fees and court costs and any other costs and expenses incurred by Contractor to enforce this Agreement or to recover any payment due.

17. PRE-CONSTRUCTION TERMINATION: If Owner terminates this Agreement prior to commencement of construction, Contractor shall be entitled to compensation for the following: 1) all costs incurred through the effective date of cancellation; 2) all costs for materials, labor, or subcontractor services which cannot be cancelled or refunded; 3) a reasonable allocation (as determined by Contractor) of Contractor's overhead and

administrative costs, including, but not limited to, project management, permitting, coordination with third-party vendors or suppliers, and related services; and 4) as liquidated damages and not as a penalty, a cancellation fee which is intended to reasonably compensate Contractor for reserving scheduling capacity, providing preconstruction planning and coordination services, and foregoing other potential work opportunities. The cancellation fee shall be the lesser of ten percent (10%) of the total estimated costs as reflected in the most current Draw Schedule or \$100,000.00.

18. EXTENSION OF TIME: In the event completion is delayed due to acts of God, inclement weather, strikes, lockouts or other labor disputes, acts of war, emergency proclamation or government regulations affecting either Contractor or Contractor's suppliers of material or labor, Owner caused delays or for any other reason beyond Contractor's control, it is agreed that the delivery and completion date hereunder shall be extended for a period of time sufficient to enable Contractor to complete the work.

19. DISPUTE RESOLUTION/ CHOICE OF LAW: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. **OWNER AND CONTRACTOR HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware. Owner hereby waives and Contractor shall not be liable for, any consequential damages arising out of or relating to this Agreement including, but not limited to, lost rental income, loss of use, rental expenses, lost income or profit, or increased loan or financing costs.

20. SEVERABILITY: If any provision of this Agreement is held to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision.

21. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties. No modification of this Agreement shall be binding unless such modification shall be in writing and signed by an authorized agent of the parties hereto. The sole individual who is authorized to sign any agreement on behalf of Marnie Properties or consent to any change in this Agreement is Marnie Oursler, Managing Member.

MARNIE PROPERTIES, LLC

Marnie Oursler
By Marnie Oursler (Oct 27, 2025 17:34:45 EDT)
MARNIE OURSLER, Managing Member

Owner:

Julie Dreese
Julie Dreese (Oct 27, 2025 16:12:48 EDT)

Tim Hoot
Tim Hoot (Oct 27, 2025 17:09:35 EDT)

34 S. Contract for Construction 10_24_25

Final Audit Report

2025-10-27

Created:	2025-10-25
By:	Jonathan Subity (invoice@marniehomes.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACJ5aDxekWJKboz-f0p9mK5hdP9Ph-qoF

"34 S. Contract for Construction 10_24_25" History

-  Document created by Jonathan Subity (invoice@marniehomes.com)
2025-10-25 - 0:53:28 AM GMT
-  Document emailed to Julie Dreese (juliedreese@gmail.com) for signature
2025-10-25 - 0:53:33 AM GMT
-  Email viewed by Julie Dreese (juliedreese@gmail.com)
2025-10-27 - 8:07:16 PM GMT
-  Document e-signed by Julie Dreese (juliedreese@gmail.com)
Signature Date: 2025-10-27 - 8:12:48 PM GMT - Time Source: server
-  Document emailed to Tim Hoot (thoot72@gmail.com) for signature
2025-10-27 - 8:12:49 PM GMT
-  Email viewed by Tim Hoot (thoot72@gmail.com)
2025-10-27 - 8:56:49 PM GMT
-  Document e-signed by Tim Hoot (thoot72@gmail.com)
Signature Date: 2025-10-27 - 9:09:35 PM GMT - Time Source: server
-  Document emailed to Marnie Oursler (marnie@marniehomes.com) for signature
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2025-10-27 - 9:34:22 PM GMT
-  Document e-signed by Marnie Oursler (marnie@marniehomes.com)
Signature Date: 2025-10-27 - 9:34:45 PM GMT - Time Source: server
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Shore View Ventures LLC

A State of Delaware Limited Liability Company

OPERATING AGREEMENT

Shore View Ventures LLC

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "Agreement") is made effective as of November 26, 2025, by and among the undersigned parties the ("Members").

RECITALS:

A. Shore View Ventures LLC ("the Company") was organized pursuant to Certificate of Formation filed with and approved by the State of Delaware on November 26, 2025. The Members own all of the Interests in the Company.

B. The Members have agreed to enter into this Agreement to regulate the affairs of the Company, the conduct of its business, and the relations of its Members.

C. The Members have agreed that this Agreement shall serve as an "operating agreement" within the meaning of Delaware code.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed as follows:

1. **Formation.** The Company shall constitute a limited liability company formed pursuant to the Delaware Limited Liability Company Act ("Act"), as codified in the Delaware Code, have been filed on behalf of the Company with the State of Delaware, as described in the Recitals of this Agreement. All references herein to the Articles shall mean such document as it is in effect on the relevant date, including any amendments thereto, made from time to time.

2. **Name.** The name of the Company is Shore View Ventures LLC.

3. **Business.** The Company is authorized to engage in and conduct all and every kind of lawful business. The Company also shall have all the powers described in 6 Del. C. § 18-106 and 18-107.

4. **Principal Office, Registered Office and Registered Agent.** The location of the principal office of the Company shall be 275 Cumberland Pkwy, #315, Mechanicsburg, PA 17055, or such other location as the Members may, from time to time, designate. Harvard Business Services, Inc. is the registered agent for the Company. The registered agent's address is 16192 Coastal Highway, Lewes, DE 19958

5. **Duration.** The Company shall have perpetual duration, unless earlier terminated in accordance with the provisions of this Agreement or unless extended by written agreement of all the Members.

6. **Members and Members Interests.**

(a) **Original Members.** The original Members of the Company and their percentage membership interests ("the Membership Interests" or "Interests") are listed on Schedule A attached hereto. A Member's Interest is his percentage share of the Company's business, property, assets, capital, profits and losses, subject to all provisions of this Agreement, the Articles, and the Act.

(b) **Additional Members.** Additional members may be admitted into the Company on such terms and conditions as may be unanimously agreed upon by the Members. Unless named in this Agreement, or unless admitted to the Company as a substituted or new member as provided herein, no person shall be considered a Member, and the Company need deal only with the Members so named and so admitted. The Company shall not be required to deal with any other person by reason of an assignment by a Member or by reason of the death or bankruptcy of a Member, except as otherwise provided in this Agreement.

7. **Separate Capital Accounts.** The Company shall maintain a separate Capital Account for each Member in accordance with the regulations promulgated under Section 704(b) of the Internal Revenue Code 1986 ("the Code").

8. **Capital Contributions.**

(a) **Initial Contributions.** The Members shall contribute, as their initial Capital Contributions to the Company, the amounts of cash listed opposite their respective names on Schedule A attached hereto.

(b) **No Additional Contributions.** Except as provided in Section 8(a), the Members shall have no obligations to contribute capital to the Company.

(c) **No Third-Party Rights.** The provisions of this Section 8 are not for the benefit of any creditor or other person other than a Member to whom any debts, liabilities, or obligations are owed by, or who otherwise has any claim against, the Company or any Member, and no creditor or other person shall obtain any rights under this section or by reason of this section, or shall be able to make any claim in respect of any debts, liabilities, or obligations against the Company or any Member.

9. **Members Not Liable for Company Losses.** Except as expressly provided under the Act, no Member shall have personal liability for the losses, debts, claims, expenses or encumbrances of or against the Company or its property. Nor shall any Member be obligated to restore a deficit balance, if any, in the Member's Capital Account.

10. **Profits and Losses.**

(a) **Allocation of Profits and Losses.** The net profits and net losses of the Company realized for each fiscal year shall be allocated to the Members in accordance with their Membership Interests.

(b) **Allocations To Reflect Contributed Property and Capital Account Revaluations.** In accordance with Section 704(c) of the Code and the Regulations thereunder, taxable income, gain, loss and deduction with respect to any property contributed to the Capital of

the Company shall, solely for Federal income tax purposes, be allocated among the Members so as to take into account any variation between the adjusted basis of such property for Federal income tax purposes and its fair market value, as recorded on the books of the Company. As provided in Section 1.704-1(b)(2)(iv)(f) of the Regulations, in the event that the Capital Accounts of the Members are adjusted to reflect the revaluations of Company property on the Company's books, then subsequent allocations of taxable income, gain, loss and deduction with respect to such property shall take into account any variation between the adjusted basis of such property for Federal income tax purposes and its adjusted fair market value, as recorded on the Company's books. Allocations under this paragraph shall be made in accordance with Section 1.704-1(b)(4)(i) of the Regulations and, consequently, shall not be reflected in the Members' Capital Accounts.

(c) **Varying Partnership Interests During Fiscal Year.** In the event there is a change in any Member's Interest in the Company during a fiscal year (e.g., as a result of a valid transfer of all or part of a Member's Interest pursuant to Section 17 below), net profits and net losses shall be appropriately allocated among the Members to take into account the varying interest of the Members so as to comply with Section 706(d) of the Code.

(d) **Regulatory Allocations.** Notwithstanding any other provision in this Section 10 to the contrary, in order to comply with the rules set forth in the Regulations for (i) allocations of income, gain, loss and deductions attributable to nonrecourse liabilities, and (ii) partnership allocations where partners are not liable to restore deficit capital accounts, the following rules shall apply:

(1) "Partner nonrecourse deductions" as described and defined in Section 1.704-2(i)(1) and (2) of the Regulations attributable to a particular "partner nonrecourse liability" (as defined in Section 1.704-2(b)(4); e.g., a Company liability which one or more Members have guaranteed) shall be allocated among the Members in the ratio in which the Members bear the economic risk of loss with respect to such liability.

(2) Items of Company gross income and gain shall be allocated among the Members to the extent necessary to comply with the minimum gain chargeback rules for nonrecourse liabilities set forth in Sections 1.704-2(f) and 1.704-2(i)(4) of Regulations; and

(3) Items of Company gross income and gain shall be allocated among the Members to the extent necessary to comply with the qualified income offset provisions set forth in Section 1.704-1(b)(2)(ii)(d) of the Regulations, relating to unexpected deficit capital account balances (after taking into account (i) all capital account adjustments prescribed in Section 1.704-1(b)(2)(ii)(d) of the Regulations and (ii) each Member's share, if any, of the Company's partnership minimum gain and partner nonrecourse minimum gain as provided in Sections 1.704-2(g)(1) and 1.704-2(i)(5) of Regulations. Since the allocations set forth in this Section 10(d) (the "Regulatory Allocations") may effect results not consistent with the manner in which the Members intended to divide Company distributions, the Managing Member is authorized to divide other allocations of net profits, net losses, and other items among the Members so as to prevent the Regulatory Allocation from distorting the manner in which distributions would be divided among the Members under Section 12 but for application of the Regulatory Allocations. The Managing Member shall have discretion to accomplish this result in any reasonable manner that is consistent with Section 704 of the Code and the related Regulations. The Members may agree, by unanimous

written consent, to make any election permitted by the Regulations under Section 704 of the Code that may reduce or eliminate any Regulatory Allocation that would otherwise be required.

(e) **Tax Conformity; Reliance on Attorneys or Accountants.** The determination of each Member's share of each item of income, gain, loss, deduction or credit of the Company for any period or fiscal year shall, for purposes of Section 702 and 704 of the Code, be made in accordance with the allocations set forth in this Section 10. The Managing Member shall have no liability to the Members or the Company if the Managing Member relies upon the written opinion of tax counsel or accountants retained by the Company with respect to all matters (including disputes) relating to computations and determinations required to be made under this Section or other provisions of this Agreement.

11. **Company Property.** Title to the property and assets of the Company may be taken and held only in the name of the Company.

12. **Application of Company Funds.**

(a) **Interim Distributions.** Net Distributable Cash shall be distributed from time to time among the Members in accordance with their respective Membership Interests as set forth in Schedule A.

(b) **Restrictions.** Except as otherwise provided herein, all distributions by the Company to its Members shall be subject to the terms and conditions of Subtitle 5 of the Act.

13. **Management.**

(a) **Management Authority of Members.** The business, operations and affairs of the Company shall be managed by all of the Members, who shall have the powers, duties and authority described in this Section 13 and under the Act and who shall take all action by unanimous agreement. The Members shall have the power on behalf of the Company to enter into contracts; to acquire property and to lease all or any portion thereof; to sell, assign, or transfer for value all or an portion of the property of the Company; to borrow money and, as security therefor, to assign, mortgage, encumber, hypothecate or pledge all or any part of the property of the Company; to obtain replacements for any such mortgage or mortgages; to prepay, in whole or in part, refinance, recast, increase, modify or extend any mortgages; to lend money or guarantee loans to affiliates; to enter into contracts to provide construction, renovation, repair, organizational, managerial or other services; to exercise and fulfill the rights, powers and duties of the Company, acting in its capacity as general or limited partner of any partnership in which it is a partner; to employ from time to time persons, firms or corporations in the operation of the Company business, including without limitation accountants and attorneys, on such terms and for such reasonable compensation as to Members shall determine; and to execute, acknowledge and deliver any and all instruments to effectuate the foregoing. By way of extension of the foregoing and not in limitation thereof, the Members shall, except as otherwise provided in this Agreement, have all the management rights and powers granted to members by the Act. No assignee or transferee for value of all any portion of the property of the Company shall be required to investigate the Members' authority to sell, assign, transfer for value or otherwise liquidate all or any portion of

any interest in such property. Any such sale, assignment or transfer for value, if executed by the Members, shall bind the Company.

(b) **Managing Member.** Notwithstanding the terms of Section 13(a) above, Timothy Hoot, shall have the title “Managing Member”, shall oversee and direct the day-to-day operations of the Company in accordance with the policies and decisions adopted by the Members. The Managing Member shall be an “authorized person” as that term is defined in the Act, having the power to execute or file any document required or permitted to be executed or filed on behalf of a limited liability company under the Act. The Managing Member may be replaced at any time upon a vote of the Members comprising at least sixty six percent (66%) of the Interests in the Company. Further, upon a unanimous vote of the Members, the Members shall have the power to delegate their management authority to qualified person, and the delegation of any such managerial authority shall be evidenced by a written resolution executed by all the Members naming the individual or individuals so authorized and specifying the extent and limitations of the authority so delegated.

(c) **Limitation on Members’ Separate Authority.**

The authority of Members to act for the Company solely by virtue of their being members is limited as follows: (i) no Member of the Company is an agent of the Company solely by virtue of being a Member, and (ii) no Member has authority to act for the Company solely by virtue of being a Member.

(d) **Limitation on Managing Member’s Liability.**

No person constituting the Managing Member shall be personally liable for the debts and obligations of the Company by virtue of his serving as Managing Member. No person constituting the Managing Member shall be liable, responsible or accountable in damages or otherwise to the Company or any Member for any action taken or failure to act (even if such action or failure to act constituted the simple negligence of that Person) on behalf of the Company within the scope of the authority conferred on the Managing Member by this Agreement or by law, unless such act or failure to act constituted gross negligence, reckless misconduct, or was performed or omitted willfully or intentionally or in bad faith. The Managing Member shall perform ministerial acts as representative of the Members and shall be responsible for the implementation of the decisions of the Company. The acts of the Managing Member shall bind the Company when within the scope of the Managing Member’s authority. The Managing Member shall at all times be subject to the direction of the Members, and the Members shall require that the Manager shall keep the Members informed as to all matters of concern to the Company.

14. **Bank Accounts.** All funds of the Company shall be deposited in such bank or savings and loan account or accounts as shall be designated by the Managing Member. Withdrawals from any such bank account shall be made upon such signature or signatures as the Managing Member may designate and shall be made only for the purposes of the Company.

15. **Books and Records.** The Company shall keep true, exact, and complete books of account in which shall be entered fully and accurately each and every transaction of the Company. The fiscal year and the taxable year of the Company shall be the calendar year. All books of

account shall be kept by the Secretary at the principal office of the Company and all Members shall have the right to inspect and copy such books at all reasonable times. An accounting shall be made at the end of each fiscal year and a copy of the accounting report shall be transmitted to each Member.

16. Tax Election.

(a) **Elections Made by Members.** All elections by the Company for Federal income tax or other tax purposes shall be made by the Managing Member with the advance written consent of Members holding 75% of the Interests in the Company.

(b) **Tax Matters Partner.** The Managing Member shall be the “tax matters partner,” as that term is defined in Section 623(a)(7) of the Code.

17. Disposition of Membership Interests.

(a) **Restrictions on Withdrawal or Transfer of Membership Interest.** A Member shall not have the right to withdraw from the Company without first obtaining the unanimous written consent of the Members. Except as provided in Section 17(b) below, a Member may not transfer, assign or encumber all or any part of his Membership Interest in the Company without first obtaining the written consent of remaining Members holding at least 75% of the remaining Membership Interests (i.e., excluding for this purpose the entire Membership Interest held by the Member seeking to transfer, assign or encumber all or part of such Interest). This section shall not prohibit collateral assignment as security of rights to net profits by any Member, but no such assignee shall have the right, by virtue of such collateral assignment, to become a new member hereunder.

(b) **Permitted Transfer.**

(1) A Member may assign all or part of his Membership Interest to another Member on such terms and conditions as the assigning and assignee Members determine.

(2) A Membership Interest, or any portion thereof, held by natural person may be transferred by lifetime gift to members of the transferor’s Immediate Family or to trusts solely for the benefit of members of the transferor’s Immediate Family. No transferee of all or part of a Membership Interest pursuant to this Section 17(b)(2) shall be admitted as a substituted member, however, unless (i) the written consent of remaining Members holding more than 75% of the remaining Membership Interests (excluding for this purpose the entire Membership Interest which was held by the Member from whom the transferee acquired such Interest) is obtained, or (ii) the transferee was a Member at the time of the transfer.

(c) **Transfers for Value.** No Member may assign all or any portion of his Membership Interest to a person who is not a Member (“Nonmember”) for value unless the following conditions are satisfied:

(1) At least thirty (30) days prior to the date that the proposed assignment is to occur, the Member seeking to assign the Membership Interest (the “assigning Member”) must send written notice (the “Required Notice”) to the Managing Member setting forth the terms of the proposed assignment, including the price, payment terms, and the identity of the

Nonmember, and the Managing Member shall promptly send a copy of the Required Notice to all other Members. For ten (10) days thereafter, the Managing Member or any other Member may request reasonable evidence from the assigning Member that the proposed assignment will be made pursuant to a bona fide offer from the Nonmember, which evidence the assigning Member must furnish not later than ten (10) days after the request is made.

(2) For the period (the "Option Period") commencing with the date on which the Required Notice was sent and ending thirty (30) days thereafter (which period shall be extended by one day for each day in excess of ten (10) days that the assigning Member fails to comply with a request for reasonable evidence about the offer), the Company shall have the option to purchase the Membership Interest which is the subject of the proposed assignment for the same price and on the same terms and conditions as described in the Required Notice. The option to purchase shall be exercised not later than seven (7) days prior to the expiration of the Option Period by the affirmative written vote of nonassigning Members holding more than 50% of the remaining Membership Interests (excluding for this purpose the entire Membership Interest held by the assigning Member). If the Company decides not to exercise its option, then, during the option on his or their own behalf. If the option is exercised by either the Company or a nonassigning Member or Members, the Company or the nonassigning Member or Members, as the case may be, shall consummate the purchase not later than thirty (30) days after the expiration of the Option Period.

(3) If neither the Company nor nonassigning Members exercise the foregoing option prior to the expiration of the Option Period, the assigning Member may thereafter consummate the proposed assignment with the Nonmember on terms and conditions not less favorable than were described in the Required Notice. A Nonmember who is assigned a Membership Interest in accordance with this Section 17(c) shall the right to become a substituted member in the Company (with the right to vote on Company matters) only if the written consent of nonassigning Members holding at least 75% of the remaining Membership Interests (excluding for this purpose the entire Membership Interest held by the assigning Member) is obtained.

(d) **Substitute Members.** The assignee of a Membership Interest shall have the right to become a substituted member in the Company if (1) the assignor so provides in the instrument of assignment, (2) the assignee agrees in writing to be bound by the terms of this Agreement and the Articles, as amended to the date thereof, (3) such consent to the admission of the assignee as a substituted member has been obtained from the other Members as may be required by the provisions of this Section 17, (4) the assignee pays the reasonable costs incurred by the Company in preparing and recording any necessary amendments to this Agreement and the Articles, and (5) the assignor and assignee otherwise agree to be bound by the terms of Section 4A-604 of the Act.

(e) **Prohibition of Certain Transfers.**

Notwithstanding any provisions in this Section 17 to the contrary, no portion of a Membership Interest may be assigned or transferred (except pursuant to Section 17(b)(1)) if the assignment or transfer would result in a termination described in Section 708(b) of the Code.

18. **Dissolution.** Any of the following acts or events shall dissolve the Company.

(a) If such dissolution is unanimously ordered in writing by the Members, the Company may be dissolved as of the end of any calendar year.

(b) The Company shall dissolve upon the occurrence of any of the events described in the Act, which events include (but are not limited to) the dissolution, termination, bankruptcy, death, withdrawal, removal or incompetency of any Member.

19. Continuation of Company Business.

(a) **Reformation.** Upon dissolution of the Company by reason of any of events set forth in Section 18(b) above, the remaining Members (if there are then more than one) may elect, by unanimous written agreement, to continue the business of the Company.

(b) **Status of former Members.**

(1) **Payment of Final Capital Account.** If the Company is continued, the interest of any Member with respect to whom the event of dissolution occurred ("former Member") shall be redeemed in the following manner. The former Member's interest shall be valued at and fixed at an amount equal to the former Member's Restated Capital Account as of the date of dissolution (the "Final Capital Account"). The former Member, his successors or assigns, shall be entitled to receive interest annually on the undistributed balance of such Final Capital Account at the applicable Federal long-term rate.

The undistributed balance of a former Member's Final Capital Account shall be returned (distributed in cash) in ten (10) equal annual installments commencing one (1) year after the date of dissolution unless, during such 10-year period, the Company is liquidated and wound up in which case the remaining undistributed balance of the former Member's Final Capital Account, together with accrued but unpaid interest, shall be distributed as set forth in Section 20(c)(ii) below.

(2) **Successor of Deceased Member.** The following rules shall apply if the Company is continued after a dissolution occurring by reason of a Member's death, and the interest of the deceased Member ("deceased Member") passes to any one or more of the following persons ("Qualified Successors") (i) the deceased Member's estate (but only if the estate will be required to distribute the deceased Member's interest to persons described in Section 17(b), and (ii) persons described in Section 17(b).

(A) Each Qualified Successor shall have the option of continuing to hold the Membership Interest to which the qualified successor succeeds. However, a Qualified Successor shall not be admitted as a substituted member unless (i) the written consent of remaining Members holding more than 50% of the remaining Membership Interests (excluding for this purpose the entire Membership Interest which was held by the deceased Member) is obtained, or (ii) the Qualified Successor was a Member at the time of the deceased Member's death.

(B) The option to continue to hold the Membership Interest set forth in Section 19(b)(2)(A) above shall remain exercisable through the period ending ninety (90) days after the later of (i) the written vote (if required) concerning the admission of the Qualified Successor as a substituted member or (ii) written notice concerning the value assigned to the deceased Member's Restated Capital Account as of the date of death. If the Qualified Successor does not exercise the option to continue as set forth in Section 19(b)(2)(A), the Qualified Successor's share of the deceased Member's Restated Capital Account shall be treated as a Final Capital Account and redeemed in accordance with the terms set forth in Section 19(b)(1).

20. **Winding Up.** Upon dissolution of the Company by reason of the events described in Section 18(b) above, if the Members do not elect to continue the business of the Company, or, upon dissolution by reason of any event described in Section 18(a) above, the Company shall liquidate its assets and wind up its affairs in the following manner:

(a) **Liquidation of Assets and Discharge of Liabilities.** A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities in order to minimize the normal losses attendant upon such a liquidation. The Members (or remaining Member or Members if dissolution occurs by reason of an event described in Section 18(b) above) shall liquidate the Company and shall have the authority to perform any and all acts and to take any and all actions which may be necessary, appropriate, or incidental to continue the land development, construction, marketing, rehabilitation and renovation of real estate and to operate and manage real estate in the process of winding up, including, but not limited to, entering into, amending, or changing any and all plans, specifications, or contracts, arranging necessary financing (whether on an interim or permanent basis), and mortgaging or otherwise encumbering real estate therefor.

(b) **Survival of Company Contracts.** Any act or event (including the passage of time) causing dissolution of the Company shall in no way affect the validity of, or shorten the term of, any lease, deed or trust, mortgage, contract or other obligation entered into by or on behalf of the Company or acquired by the Company as assignee.

(c) **Proceeds of Liquidation.** Net liquidation Proceeds shall be applied and distributed in the following order of priority:

(1) First, to the payment of or provision for the debts and liabilities of the Company (including loans from Members) and the expenses of liquidation in order of priority as provided by law, and to the creation of any reserves which may be reasonably necessary for any contingent or unforeseen liabilities or obligations;

(2) Second, pro rata to former Members in proportion to the undistributed balances of their Final Capital Accounts in payment of their Final Capital Account, plus accrued but unpaid interest thereon calculated in accordance with Section 19 above;

(3) Third, to the Members in repayment of their Capital Accounts in the Company; and

(4) Finally, to the Members in proportion to their respective Interests in the Company as set forth on Schedule A.

21. **Written Consents in lieu of Meetings.** Insofar as practicable, any consent of the Members, required or appropriate under this Agreement, shall be accomplished by written instrument without the necessity of meeting of the Members.

(a) Act shall mean the Delaware Limited Liability Company Act, as codified in the Delaware Code.

(b) Bankruptcy and variants thereof mean an adjudication of bankruptcy under the Bankruptcy Act of the United States, as now in force or hereafter amended, or an adjudication of insolvency under the laws of a state of the District of Columbia, an assignment for the benefit of creditors, or the filing of a voluntary or involuntary petition in bankruptcy which is not dismissed within sixty (60) days of the filing thereof.

(c) Capital Account means, with respect to any Member, the initial Capital Contribution made by such Member –

(1) decreased by the amount of (i) any losses or deductions allocated to such Member, (ii) any distributions of Net Distributable Cash, Net Liquidation Proceeds or other property made to such Member and (iii) any liabilities of such Member assumed by the Company; and

(2) increased by the amount of (i) any profits allocated to such Member, (ii) any subsequent Capital Contributions made by such Member and (iii) any liabilities of the Company that are assumed by such Member. Capital Accounts shall be maintained in accordance with the provisions of Section 1.704-1(b)(2)(iv) of the Regulations and, to the extent not inconsistent therewith, generally accepted accounting principles. Capital Account balances shall be determined as of the last day of the fiscal year in which a sale, refinancing or liquidation occurs, but prior to distribution of the proceeds of the sale or other disposition resulting in the gain being allocated therein.

(d) Capital Contribution means, with respect to each Member, the aggregate amount of cash or the fair market value of any property that such Member has agreed to contribute or contributes to the Company in accordance with Section 8 above.

(e) Final Capital Account has the meaning set forth in Section 19(b)(1) above.

(f) Immediate Family means the spouse of a Member and any ancestor or lineal descendent (including a legally adopted descendent) of a Member.

(g) Incompetency or variants thereof mean a judicial determination that a person is not competent to handle his own affairs, whether by reason of physical or mental incapacity or otherwise.

(h) Interest or Membership Interest has the meaning set forth in Section 6(a) above.

(i) Managing Member is the person identified in Section 13(b) {Section 13(a) of Alternative 2} having the powers and duties set forth in Section 13 and the other provisions of this Agreement.

(j) Net Distributable Cash means all cash and funds received by the Company (other than funds received as Capital Contributions or as Net Liquidation Proceeds by the Company) less the sum of the following to the extent made from such cash and funds received by the Company (but not to the extent made from other sources, including without limitation from Capital Contributions, Net Liquidation Proceeds or cash reserves maintained by the Company): (1) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (2) all cash expenditures (including capital expenditures) incurred incident to the operation of the Company's business; and (3) such cash reserves and additions thereto as the Members shall determine are advisable and in the best interests of the Company.

(k) Net Liquidation Proceeds means the amount of money, the principal amount of any indebtedness due to the Company and the fair market value (as of the date of distribution) of any and all other property, distributed to the Members in liquidation of the Company pursuant to Section 20, reduced by any liabilities of the Company that are assumed by such Members or which are secured by any property that is distributed by the Company to such Members.

(l) Qualified Successor has the meaning set forth in Section 19(b)(2) above.

(m) Regulations means the Income Tax Regulations, including Temporary Regulations, promulgated by the United States Treasury Department under the Code, as the same may be amended from time to time.

(n) Restated Capital Account means a Member's Capital Account after it has been increased or decreased to reflect a revaluation of the Company's property in accordance with Section 1.704-1(b)(2)(iv)(f) of the Regulations in connection with –

- (1) the making of an additional Capital Contribution by an existing Member or by a new Member; or
- (2) the liquidation of a former Member's Interest incident to the dissolution of the Company for any reason set forth in Section 18(b).

The fair market value of the Company's property shall be determined in accordance with Section 1.704-1(b)(2)(iv)(h) of the Regulations, if the Members and their successors and assigns have sufficiently adverse interests to satisfy such Regulations. Otherwise, the fair market value of the Company's property shall be determined by a qualified, independent appraiser selected by the assigning Member or the former Member (or the former Member's successors and assigns) from a list of at least four (4) qualified, independent appraisers provided by the nonassigning or remaining Members.

(o) Schedule A means the schedule attached to this Agreement and captioned "Schedule A", as in effect at the relevant time, including any amendments, modifications or supplements made from time to time.

23. **Separability.** The invalidity or unenforceability of any provision in this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

24. **Interpretation/Workers Compensation Exemption.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Delaware. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons referred to may require. The captions of sections of this Agreement have been inserted as a matter of convenience only and shall not control or affect the meaning or construction of any of the terms or provisions hereof. The Members hereby agree to exempt themselves from the requirements of workers compensation insurance coverage pursuant to 19 Del. Code § 2308.

25. **Entire Agreement.** The parties hereto agree that all understandings and agreements heretofore made between them are merged on this Agreement, which alone fully and completely expresses their agreement with respect to the subject matter hereof. There are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among the parties hereto, other than as set forth in this Agreement and the Articles. All prior agreements among the parties are superseded by this Agreement, which integrates all promises, agreements, conditions, and understandings among the parties with respect to the Company and its property. No termination, revocation, waiver modification or amendment of this Agreement shall be binding unless agreed to in writing and executed by all the Members.

26. **Counterparts; Effective Date.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to a counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. This Agreement is dated and shall be effective among the parties as of the date first above written.

27. **Binding Effect.** This Agreement shall be binding upon all and shall inure to the benefit of, the parties hereto and their respective successors, assigns, heirs, executors, administrator, and legal representatives.

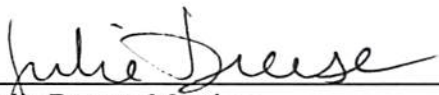
[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

Members:



Timothy Hoot, Managing Member

Julie Dreese, Member

OPERATING AGREEMENT

Schedule A

Shore View Ventures LLC

<u>Capital Member</u>	<u>Initial Capital Contribution</u>	<u>Interest</u>
Timothy Hoot	\$10,000	50%
Julie Dreese	\$10,000	50%

Structure profile view document

PARCEL 1-34 - 13.20 - 185.00



S. ATLANTIC AVENUE

TAX MAP	1-34 - 17.08 - 16.00
STATE	DELAWARE
COUNTY	SUSSEX
HUNDRED	BALTIMORE
TOWN	BETHANY BEACH
AREA	13,000 ± SQ. FT.
DEED REF.	6429 / 45
DRAWN BY	CJP
DATE	07 / 17 / 26, 10 / 05 / 26
SCALE	N.T.S.
SURVEY #	DE - 11148
SHEET #	2 OF 2

SITE
PLAN

LOTS 5, 6, 7, 8, HALF OF 9 & 10
BLOCK 114, BETHANY BEACH

FOR
SHORE VIEW VENTURES LLC

34 S. ATLANTIC AVE, BETHANY BEACH, DE. 19930

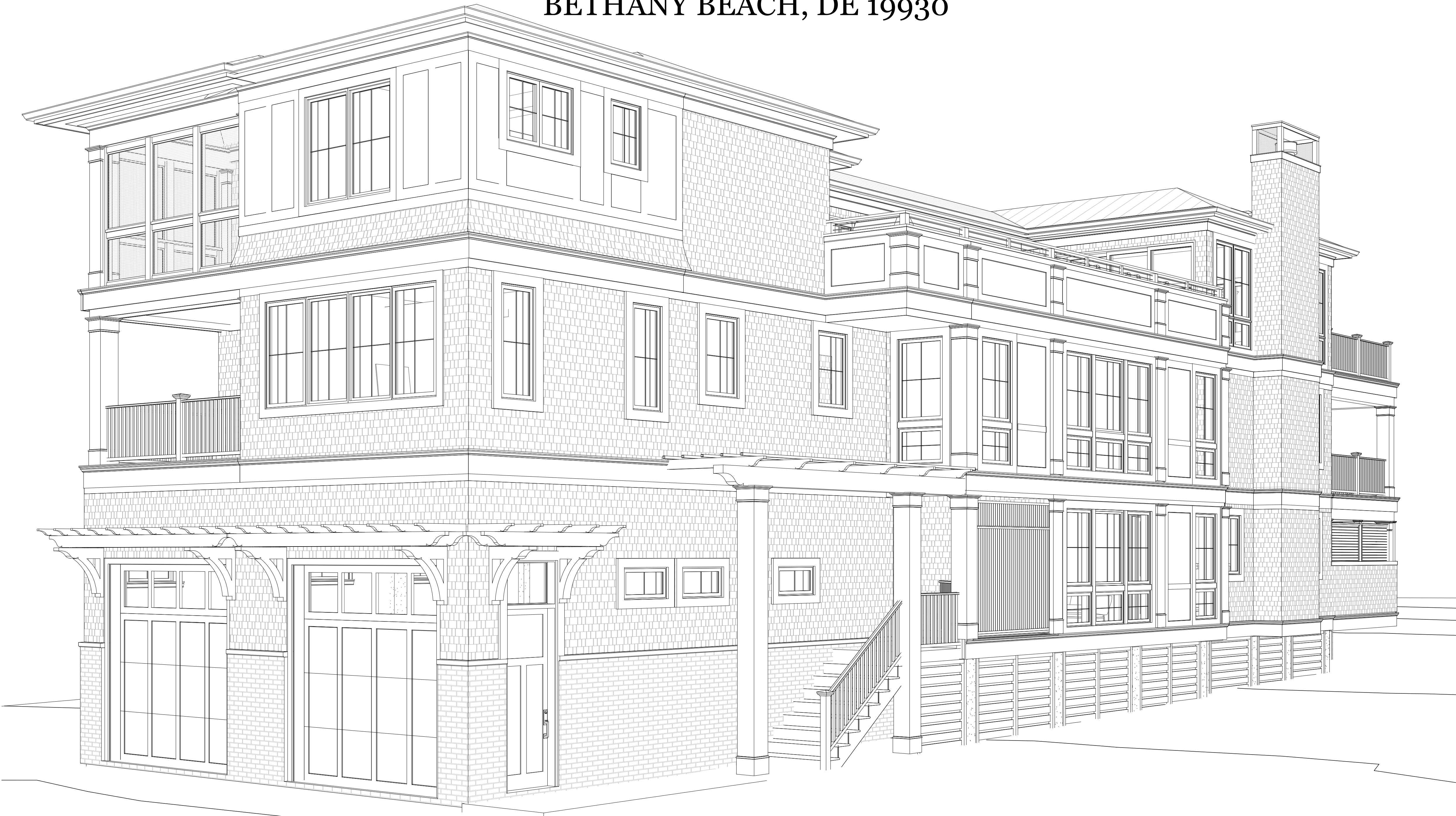


LAND SURVEYING
35322 BAYARD ROAD
FRANKFORD, DE 19045
302 - 539 - 2488

**Cantilevered deck details plan
document**

DREESE & HOOT RESIDENCE

LOT 1 - 34 S. ATLANTIC AVE
BETHANY BEACH, DE 19930



CODE OUTLINE:

Town of Bethany
Trade off chart = 32%
Lot size = 13,000 sqft
Building area = 4,160 (per lot size)
Setbacks:
Front = 20'
Side = 7'
Rear = 15'
Roof pitch 3:12 (height from grade) 5:12 (height from base flood)
Max height = 31'
Building height = 31' (Freeboard to Ridge)
HAG = 9' - 11"
FEMA = AO1 and VE13
AO1 = 10' - 11"
VE13 = 13'
Freeboard = 14'6" (Based on AO1)
DNREC Livable area= 1,871 sqft (per floor)
DNREC building encroachment = 17.2 ft
DNREC deck encroachment = 13.8 ft

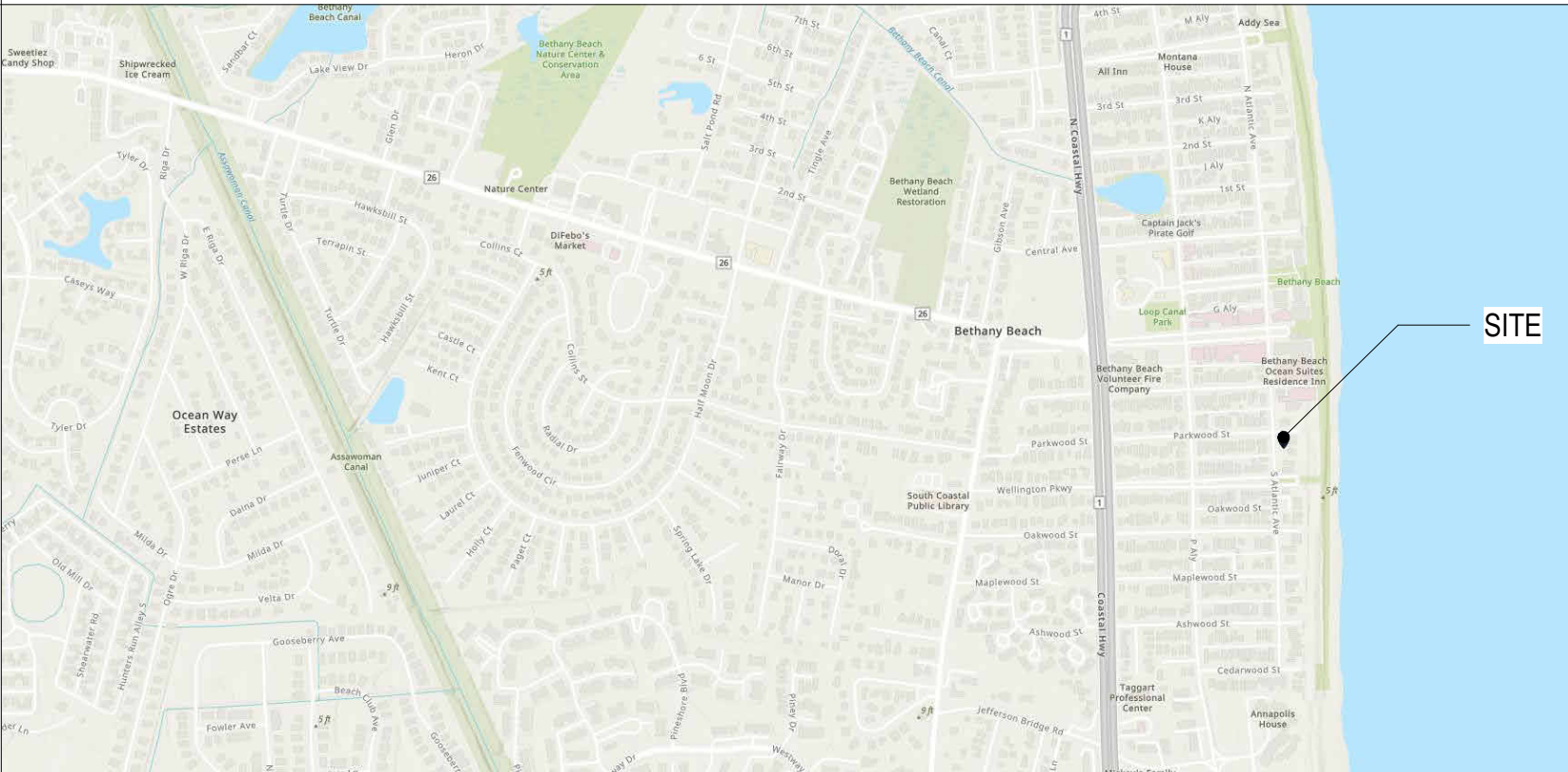
SQUARE FOOTAGE:

GROUND FLOOR AREA:	
LIVABLE AREA	1,871 SF
DECKS	423 SF
GARAGE	951.5 SF
MECHANICAL/STORAGE	64 SF
TOTAL AREA	3,309.5 SF
FIRST FLOOR AREA:	
LIVABLE AREA	1,840 SF
DECK	542 SF
TOTAL AREA	2,382 SF
SECOND FLOOR AREA:	
LIVABLE AREA	1,860 SF
DECKS/POOL AREA	1,290 SF
TOTAL AREA	3,150 SF
TOTAL LIVABLE AREA:	5,571 SF

SHEET INDEX

CS	COVER SHEET	A-301	WALL SECTIONS
A-100	FOUNDATION FLOOR PLAN	S-100	PILE PLAN
A-101	GROUND FLOOR PLAN	S-101	GROUND FLOOR FRAMING PLAN
A-102	FIRST FLOOR PLAN	S-102	FIRST FLOOR FRAMING PLAN
A-103	SECOND FLOOR PLAN	S-103	SECOND FLOOR FRAMING PLAN
A-104	ROOF PLAN	S-104	ROOF FRAMING PLAN
A-200	ELEVATIONS	S-501	TYPICAL DETAILS & SECTIONS
A-201	ELEVATIONS	S-502	TYPICAL DETAILS & SECTIONS
A-202	HIDDEN ELEVATIONS	S-503	SCHEDULES & GENERAL NOTES
A-300	WALL SECTIONS		

VICINITY MAP



NOT TO SCALE

SITE

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LOT 1 - 34 S. ATLANTIC AVE
BETHANY BEACH, DE 19930

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PERMIT SET	2026.07.08

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NO.	DATE	DESCRIPTION

JOB NO: 26-003
DRAWN BY: TJD

COVER SHEET

CS

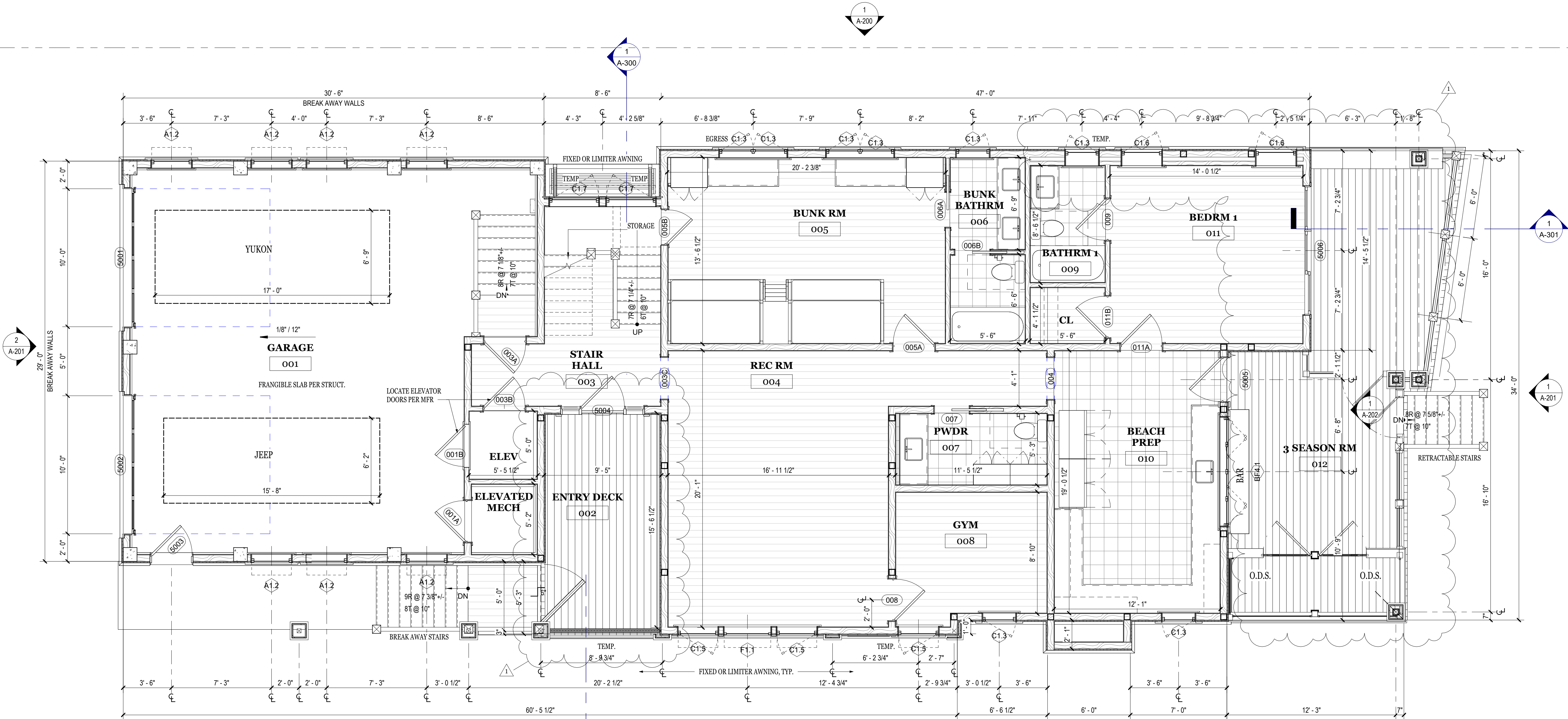
EXISTING CONSTRUCTION TO REMAIN
NEW STUD CONSTRUCTION
NEW CMU CONSTRUCTION
NEW CONCRETE CONSTRUCTION

WALL TYPE

WINDOW SCHEDULE				
MARK	OPERATION	UNIT SIZE		COMMENTS
		WIDTH	HEIGHT	
75		3'-0"	5'-0"	FX
A1.1	AWNING	2'-8"	1'-11 1/8"	
A1.2	AWNING	3'-0"	1'-6"	
A1.3	AWNING	3'-0"	2'-0"	
A1.4	AWNING	3'-6"	2'-0"	
A1.5	AWNING	3'-8"	1'-11 1/8"	
BF4.1	BI-FOLD-4	8'-0"	4'-0"	
C1.1	CASEMENT	2'-0"	3'-0"	
C1.2	CASEMENT	2'-0"	5'-0"	
C1.3	CASEMENT	2'-6"	4'-0"	
C1.4	CASEMENT	2'-8"	4'-11 1/8"	
C1.5	CASEMENT	3'-0"	4'-6"	
C1.6	CASEMENT	3'-0"	5'-0"	
C1.7	CASEMENT	3'-0"	5'-0"	
C1.7	CASEMENT	3'-8"	5'-11 1/8"	
C2.1	CASEMENT-2	4'-0"	3'-0"	
C2.2	CASEMENT-2	5'-0"	4'-0"	
C2.3	CASEMENT-2	6'-0"	5'-0"	
C4.1	CASEMENT-4	12'-0"	5'-0"	
FL1	FIXED	3'-6"	4'-6"	

INTERIOR DOOR SCHEDULE					
DOOR #	OPERATION	PANEL SIZE		PANEL DEPTH	COMMENTS
		WIDTH	HEIGHT		
FOUNDATION PLAN					
001A	SWING	3' - 0"	7' - 0"	1 3/4"	
001B	SWING	3' - 0"	7' - 0"	1 3/4"	
GROUND SUB					
003A	SWING	3' - 0"	7' - 0"	1 3/4"	
003B	SWING	3' - 0"	7' - 0"	1 3/4"	
003C	CASED OPENING	3' - 0"	7' - 0"	0"	
004	CASED OPENING	3' - 0"	7' - 0"	0"	
005A	SWING	3' - 0"	7' - 0"	1 3/4"	
005B	SWING	2' - 6"	7' - 0"	1 3/4"	
006A	POCKET	2' - 6"	7' - 0"	1 3/4"	
006B	POCKET	2' - 6"	7' - 0"	1 3/4"	
007	POCKET	2' - 6"	7' - 0"	1 3/4"	
008	SWING	3' - 0"	7' - 0"	1 3/4"	
009	SWING	3' - 0"	7' - 0"	1 3/4"	
011A	SWING	3' - 0"	7' - 0"	1 3/4"	

EXTERIOR DOOR SCHEDULE						
Level	DOOR #	OPERATION	FRAME SIZE		PANEL DEPTH	COMMENTS
			WIDTH	HEIGHT		
FOUNDATION PLAN						
FOUNDATION PLAN	5001	GARAGE OVERHEAD	10' - 0"	10' - 0"	1 3/4"	
FOUNDATION PLAN	5002	GARAGE OVERHEAD	10' - 0"	10' - 0"	1 3/4"	
FOUNDATION PLAN	5003	SWING W/ TRANSOM	3' - 0"	10' - 0 3/4"	1 3/4"	8' DOOR W/ 2' TRANSOM
GROUND SUB						
GROUND SUB	5004	INSWING & SIDELITES	5' - 11 1/2"	7' - 2"	1 3/4"	



1 GROUND FLOOR PLAN
1/4" = 1'-0"

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BETHANY BEACH, DE 19930

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JOB NO: 26-003
DRAWN BY: TJD

GROUND FLOOR PLAN

A-101

EXISTING CONSTRUCTION TO REMAIN
NEW STUD CONSTRUCTION
NEW CMU CONSTRUCTION
NEW CONCRETE CONSTRUCTION

WALL TYPE

WINDOW SCHEDULE					INTERIOR DOOR SCHEDULE				
MARK	OPERATION	UNIT SIZE		COMMENTS	DOOR #	OPERATION	PANEL SIZE		COMMENTS
		WIDTH	HEIGHT				WIDTH	HEIGHT	
75		3'-0"	5'-0"	FX	001B	SWING	3'-0"	7'-0"	
A1.1	AWNING	2'-8"	1'-11 1/8"		1ST FLOOR SUB				
A1.2	AWNING	3'-0"	1'-0"		010	SHOWER	2'-4"	5'-11 3/4"	1/2"
A1.3	AWNING	3'-0"	2'-0"		101A	SWING	3'-0"	7'-0"	1 3/4"
A1.4	AWNING	3'-6"	2'-0"		101B	SWING	2'-6"	7'-0"	1 3/4"
A1.5	AWNING	3'-8"	1'-11 1/8"		102	SWING	3'-0"	7'-0"	1 3/4"
BF4.1	BI-FOLD - 4	8'-0"	4'-0"		103	SWING	3'-0"	7'-0"	1 3/4"
C1.1	CASEMENT	2'-0"	3'-0"		104	SWING	3'-0"	7'-0"	1 3/4"
C1.2	CASEMENT	2'-0"	5'-0"		105A	SWING	3'-0"	7'-0"	1 3/4"
C1.3	CASEMENT	2'-6"	4'-0"		105B	CASED OPENING	3'-6"	7'-0"	0"
C1.4	CASEMENT	2'-8"	4'-11 1/8"		105B	CASED OPENING	3'-6"	7'-0"	0"
C1.5	CASEMENT	3'-0"	4'-6"		107	SWING	3'-2"	7'-0"	1 3/4"
C1.6	CASEMENT	3'-0"	5'-0"		108	SWING	3'-0"	7'-0"	1 3/4"
C1.7	CASEMENT	3'-0"	5'-0"		109	SWING	3'-0"	7'-0"	1 3/4"
C1.7	CASEMENT	3'-8"	5'-11 1/8"		110	SWING	2'-8"	7'-0"	1 3/4"
C2.1	CASEMENT - 2	4'-0"	3'-0"		111A	SWING	3'-0"	7'-0"	1 3/4"
C2.2	CASEMENT - 2	5'-0"	4'-0"		111B	FRENCH SWING	5'-0"	7'-0"	1 3/4"
C2.3	CASEMENT - 2	6'-0"	5'-0"		112	SWING	2'-8"	7'-0"	1 3/4"
C4.1	CASEMENT - 4	12'-0"	5'-0"		113A	SWING	3'-0"	7'-0"	1 3/4"
F1.1	FIXED	3'-6"	4'-6"		113B	FRENCH SWING	5'-0"	7'-0"	1 3/4"

EXTERIOR DOOR SCHEDULE						
Level	DOOR #	OPERATION	FRAME SIZE		PANEL DEPTH	COMMENTS
			WIDTH	HEIGHT		
GROUND SUB	5005		3'-2"	7'-2"	1 3/4"	
GROUND SUB	5006	SLIDING - 3	9'-4 3/4"	7'-2"	1 3/4"	
1ST FLOOR SUB						
1ST FLOOR SUB	5101	SLIDING - 3	9'-4 3/4"	7'-2"	1 3/4"	
1ST FLOOR SUB	5102	FRENCH SWING	5'-0"	7'-0"	1 3/4"	

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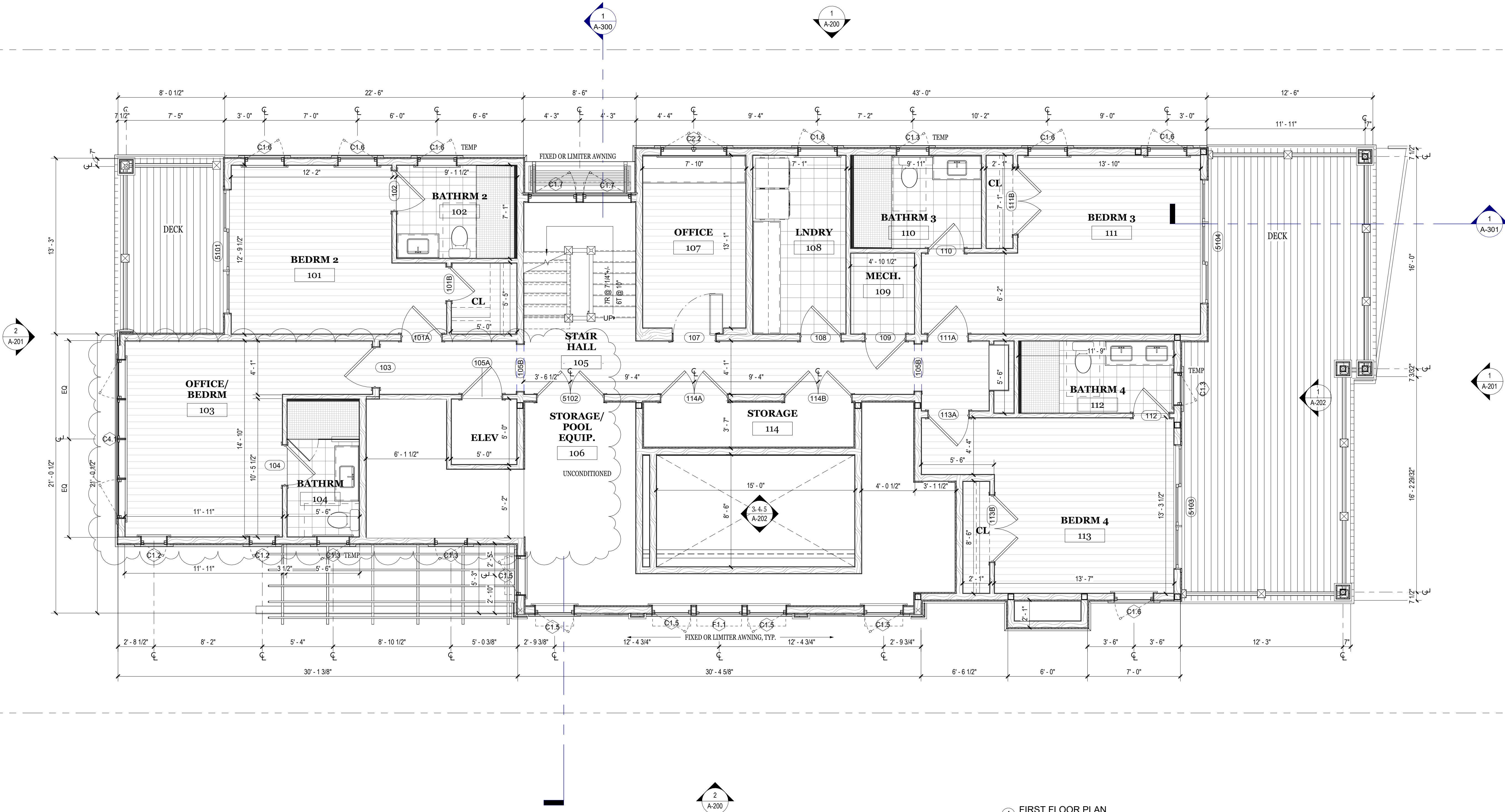
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PERMIT SET	2026.07.08

REVISIONS		
NO.	DATE	DESCRIPTION
1	9.25.2026	DNREC REV. 1

JOB NO: 26-003
DRAWN BY: TJD

FIRST FLOOR PLAN

A-102



1 FIRST FLOOR PLAN
1/4" = 1'-0"

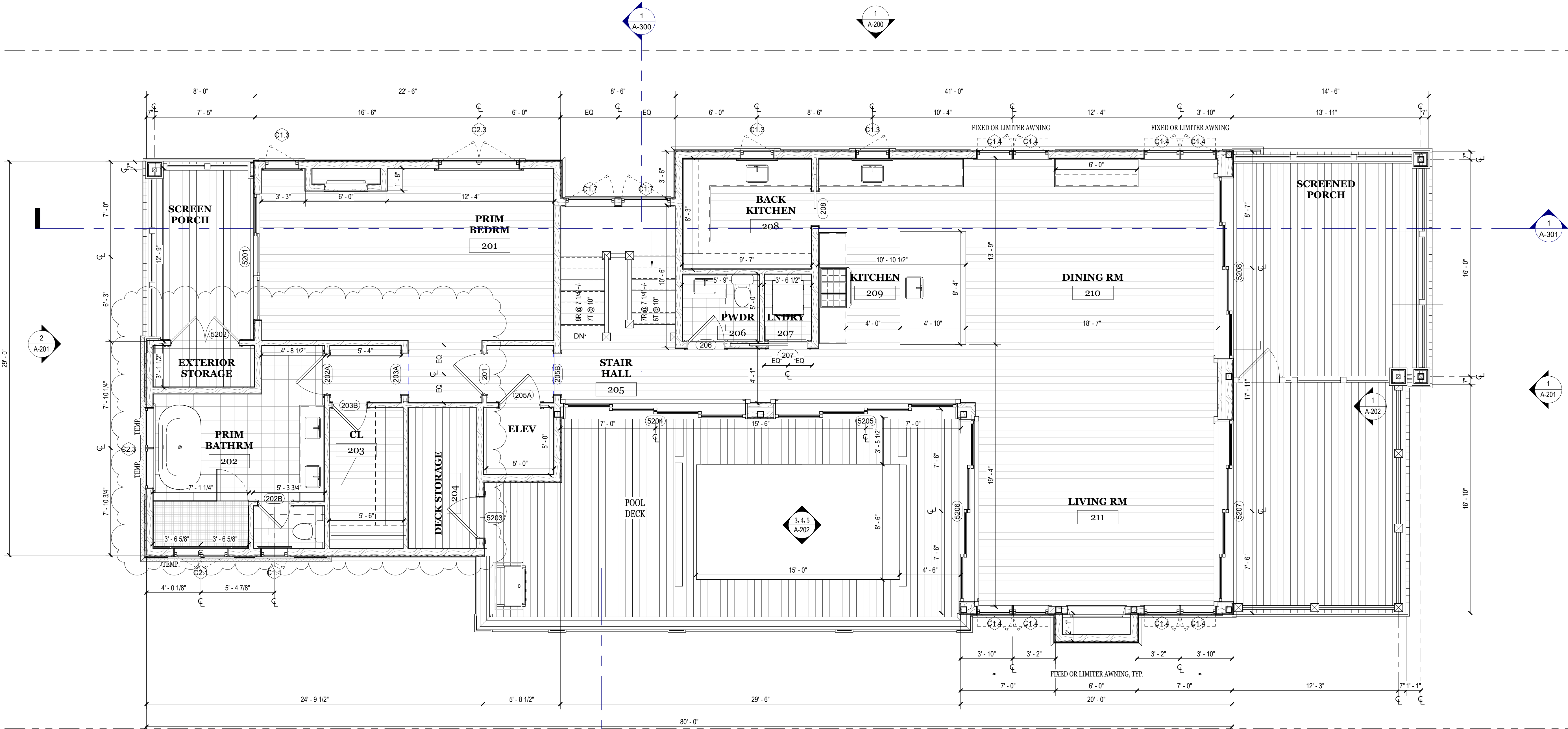
EXISTING CONSTRUCTION TO REMAIN
NEW STUD CONSTRUCTION
NEW CMU CONSTRUCTION
NEW CONCRETE CONSTRUCTION

WALL TYPE

WINDOW SCHEDULE				
MARK	OPERATION	UNIT SIZE		COMMENTS
		WIDTH	HEIGHT	
75		3'-0"	5'-0"	FX
Al.1	AWNING	2'-8"	1'-11 1/8"	
Al.2	AWNING	3'-0"	1'-6"	
Al.3	AWNING	3'-0"	2'-0"	
Al.4	AWNING	3'-6"	2'-0"	
Al.5	AWNING	3'-8"	1'-11 1/8"	
BFA.1	BI-FOLD - 4	8'-0"	4'-0"	
Cl.1	CASEMENT	2'-0"	3'-0"	
Cl.2	CASEMENT	2'-0"	5'-0"	
Cl.3	CASEMENT	2'-6"	4'-0"	
Cl.4	CASEMENT	2'-8"	4'-11 1/8"	
Cl.5	CASEMENT	3'-0"	4'-6"	
Cl.6	CASEMENT	3'-0"	5'-0"	
Cl.7	CASEMENT	3'-0"	5'-0"	
Cl.7	CASEMENT	3'-8"	5'-11 1/8"	
C2.1	CASEMENT - 2	4'-0"	3'-0"	
C2.2	CASEMENT - 2	5'-0"	4'-0"	
C2.3	CASEMENT - 2	6'-0"	5'-0"	
C4.1	CASEMENT - 4	12'-0"	5'-0"	
F1.1	FIXED	3'-6"	4'-6"	

INTERIOR DOOR SCHEDULE				
DOOR #	OPERATION	PANEL SIZE		COMMENTS
		WIDTH	HEIGHT	
114A	FRENCH SWING	5'-0"	7'-0"	1 3/4"
114B	FRENCH SWING	5'-0"	7'-0"	1 3/4"
2ND FLOOR SUB				
201	SWING	3'-0"	8'-0"	1 3/4"
202A	SWING	3'-0"	8'-0"	1 3/4"
202B	SWING	2'-4"	8'-0"	1 3/4"
202C	SHOWER	2'-4"	5'-11 3/4"	1/2"
203A	CASED OPENING	3'-0"	8'-0"	0"
203B	SWING	2'-6"	8'-0"	1 3/4"
205A	SWING	3'-0"	8'-0"	1 3/4"
205B	CASED OPENING	3'-0"	8'-0"	0"
206	SWING	2'-8"	8'-0"	1 3/4"
207	POCKET DOOR	2'-10"	8'-0"	1 3/4"
208	POCKET DOOR	2'-6"	8'-0"	1 3/4"

EXTERIOR DOOR SCHEDULE					
Level	DOOR #	OPERATION	FRAME SIZE		COMMENTS
			WIDTH	HEIGHT	
1ST FLOOR SUB	5103	SLIDING - 3	9'-4 3/4"	7'-2"	1 3/4"
1ST FLOOR SUB	5104	SLIDING - 3	9'-4 3/4"	7'-2"	1 3/4"
2ND FLOOR SUB					
2ND FLOOR SUB	5201	SLIDING - 3	9'-4 3/4"	7'-2"	1 3/4"
2ND FLOOR SUB	5202	FRENCH SWING	5'-0"	7'-0"	1 3/4"
2ND FLOOR SUB	5203		3'-0"	7'-2"	1 3/4"
2ND FLOOR SUB	5204	MULTI-SLIDING - 6	13'-6 1/2"	7'-2 1/4"	2 1/4"
2ND FLOOR SUB	5205	MULTI-SLIDING - 6	13'-6 1/2"	7'-2 1/4"	2 1/4"
2ND FLOOR SUB	5206	MULTI-SLIDING - 6	13'-6 1/2"	7'-2 1/4"	2 1/4"
2ND FLOOR SUB	5207	MULTI-SLIDING - 6	13'-6 1/2"	7'-2 1/4"	2 1/4"
2ND FLOOR SUB	5208	MULTI-SLIDING - 6	13'-6 1/2"	7'-2 1/4"	2 1/4"



1 SECOND FLOOR PLAN
1/4" = 1'-0"

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BETHANY BEACH, DE 19930

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REVISIONS

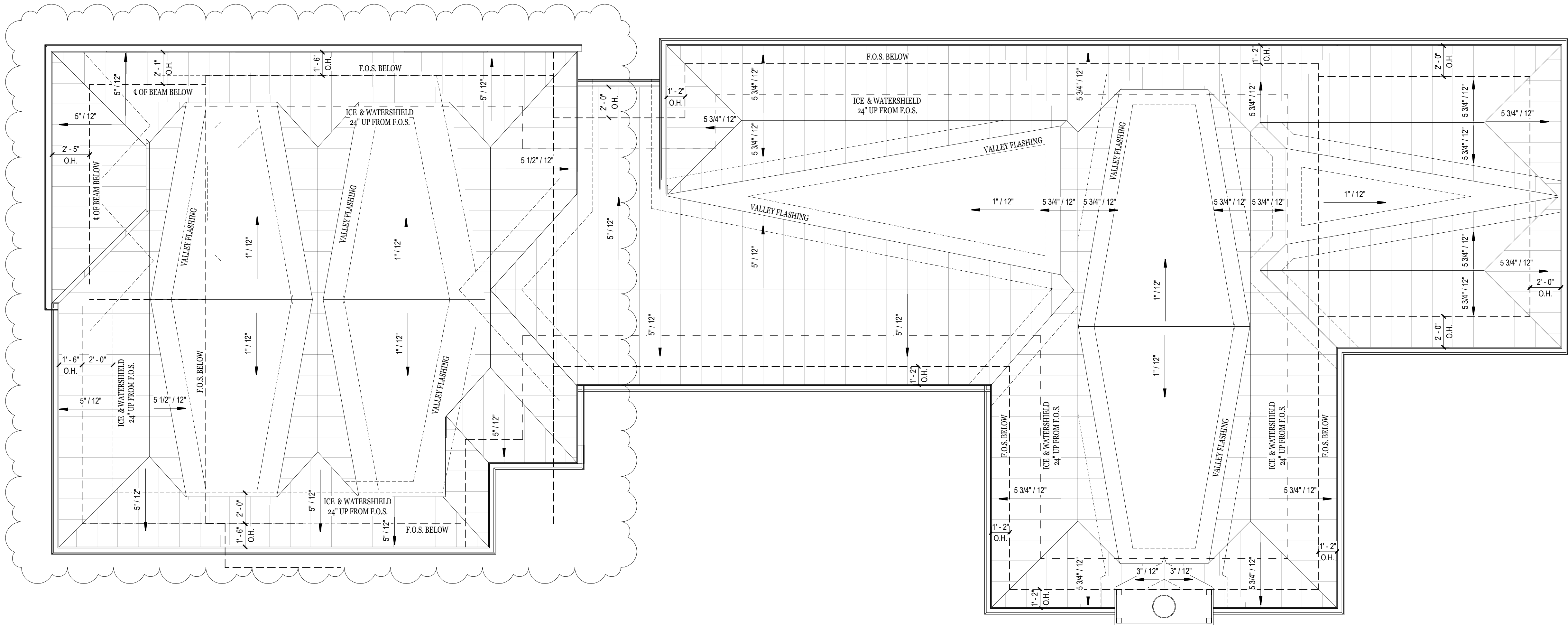
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1	9.25.2026	DNREC REV. 1

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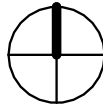
SECOND FLOOR PLAN

A-103

10/1/2026 2:31:31 PM



1 ROOF PLAN
1/4" = 1'-0"



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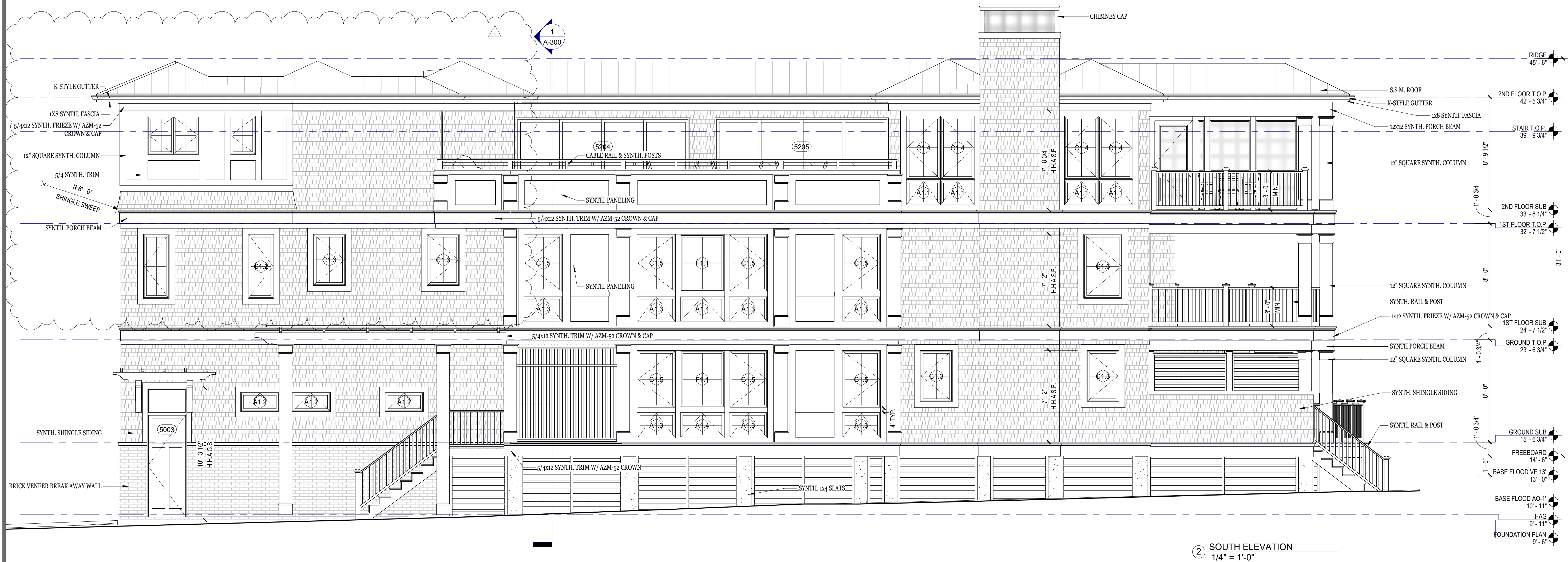
REVISIONS		
NO.	DATE	DESCRIPTION
1	9.25.2026	DNREC REV. 1

JOB NO: 26-003
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ROOF PLAN

A-104

10/1/2026 2:31:34 PM



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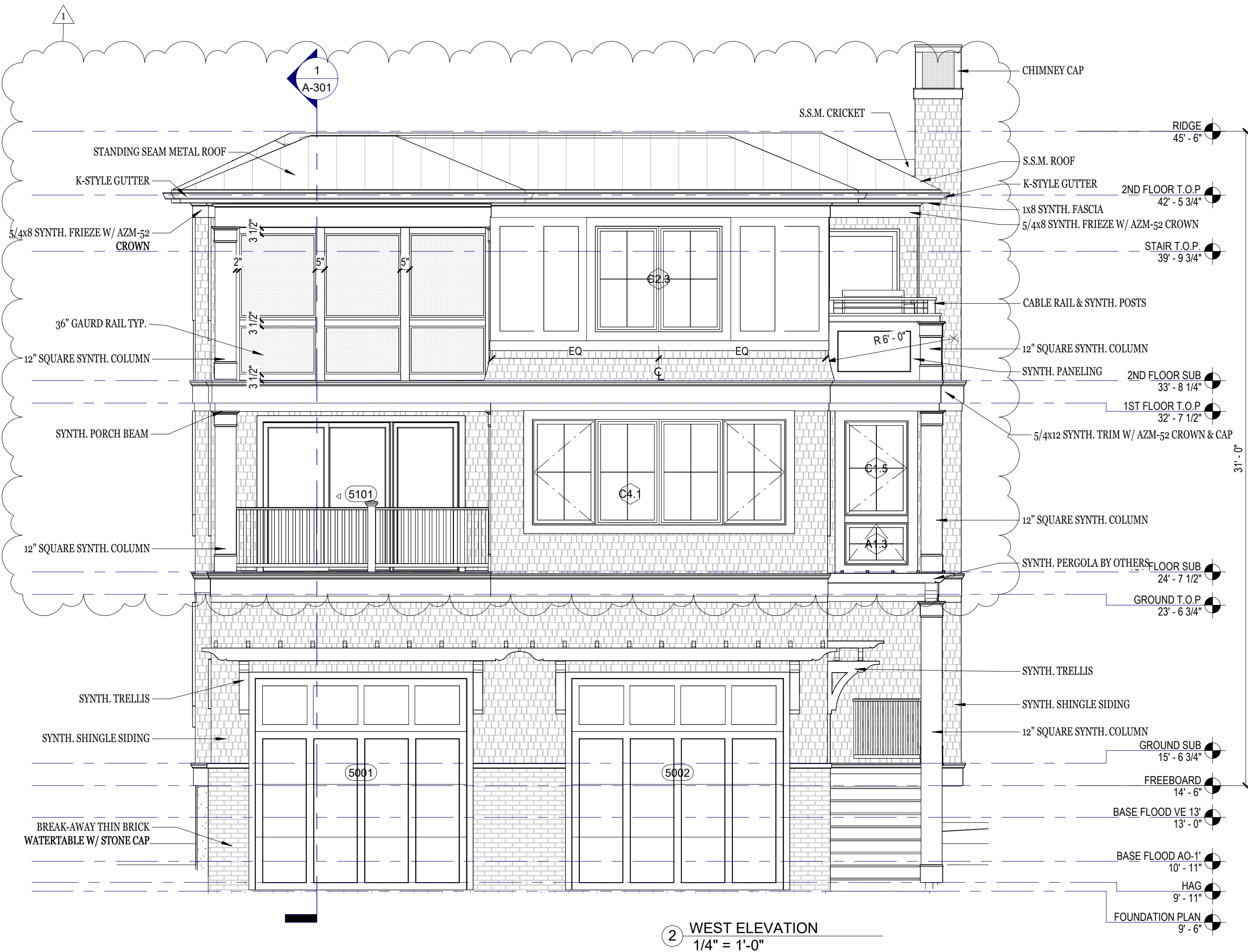
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ELEVATIONS

A-200



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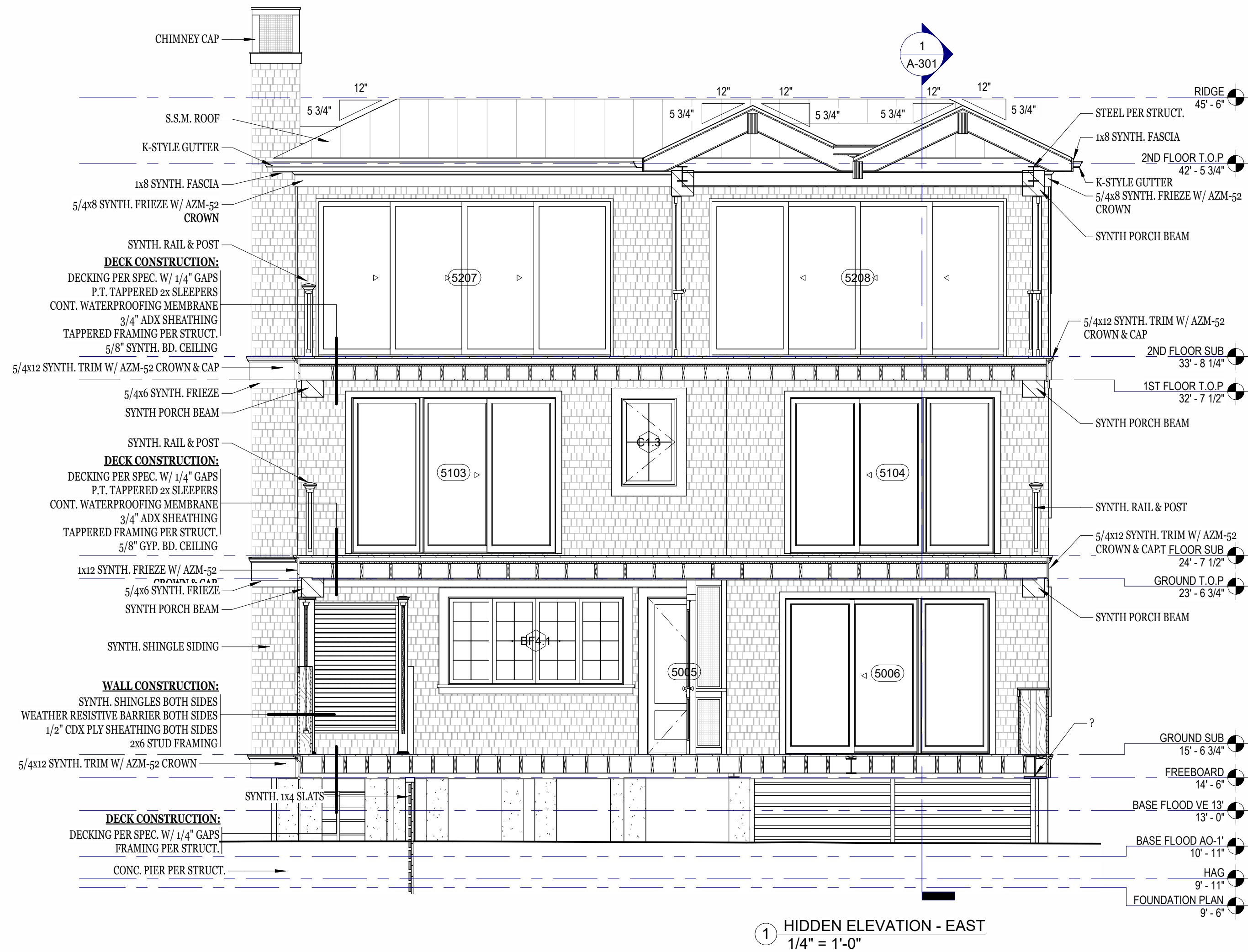
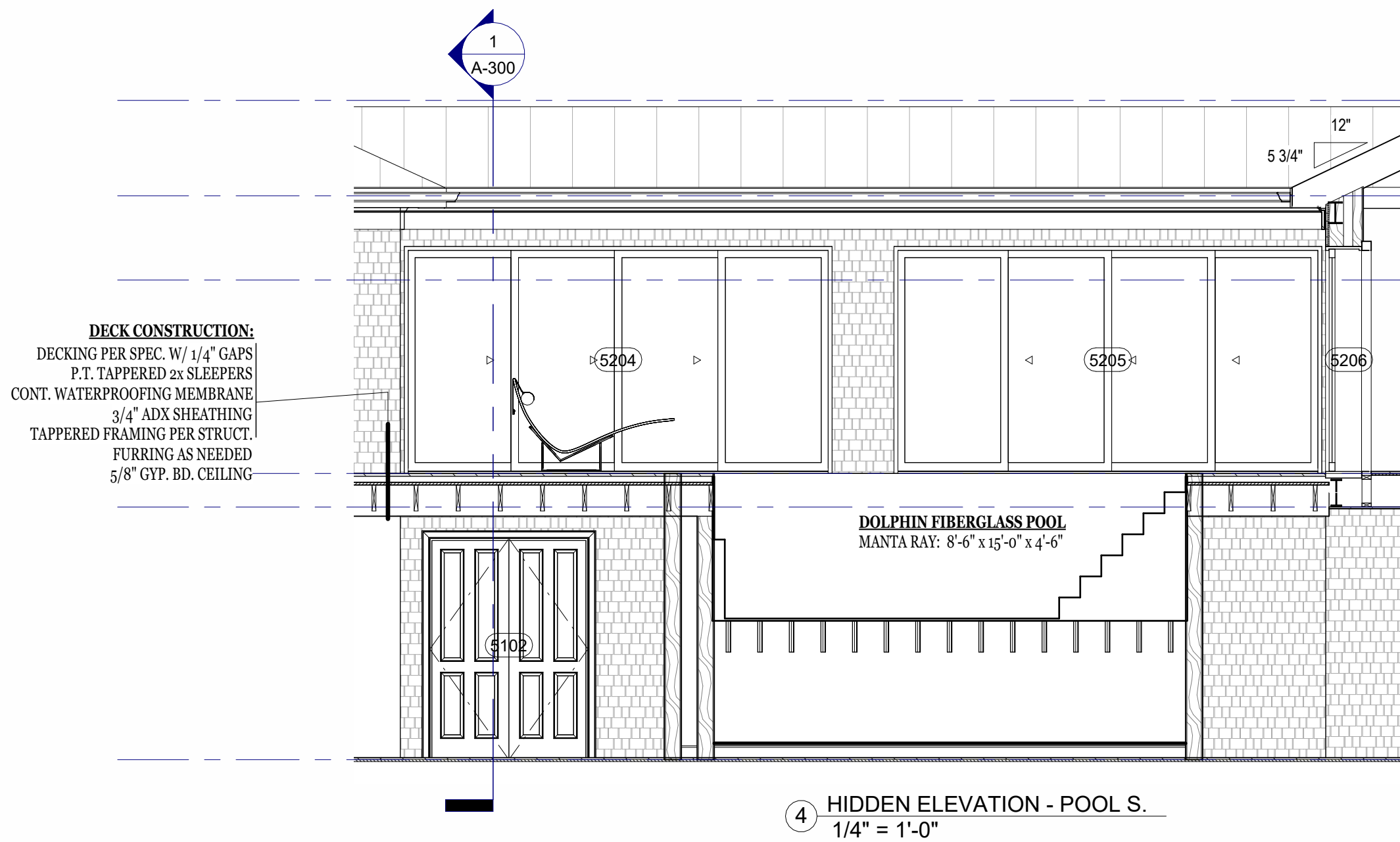
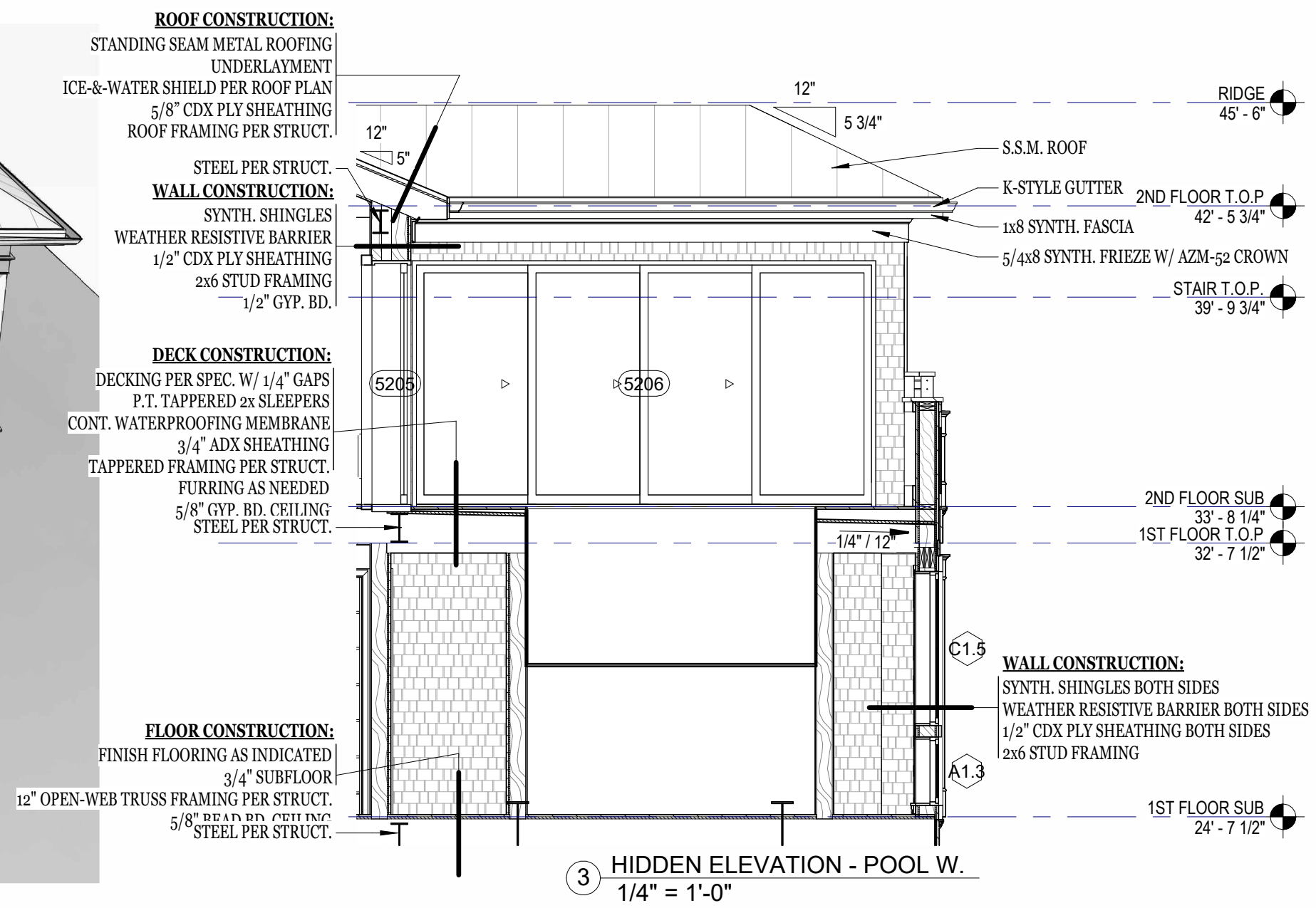
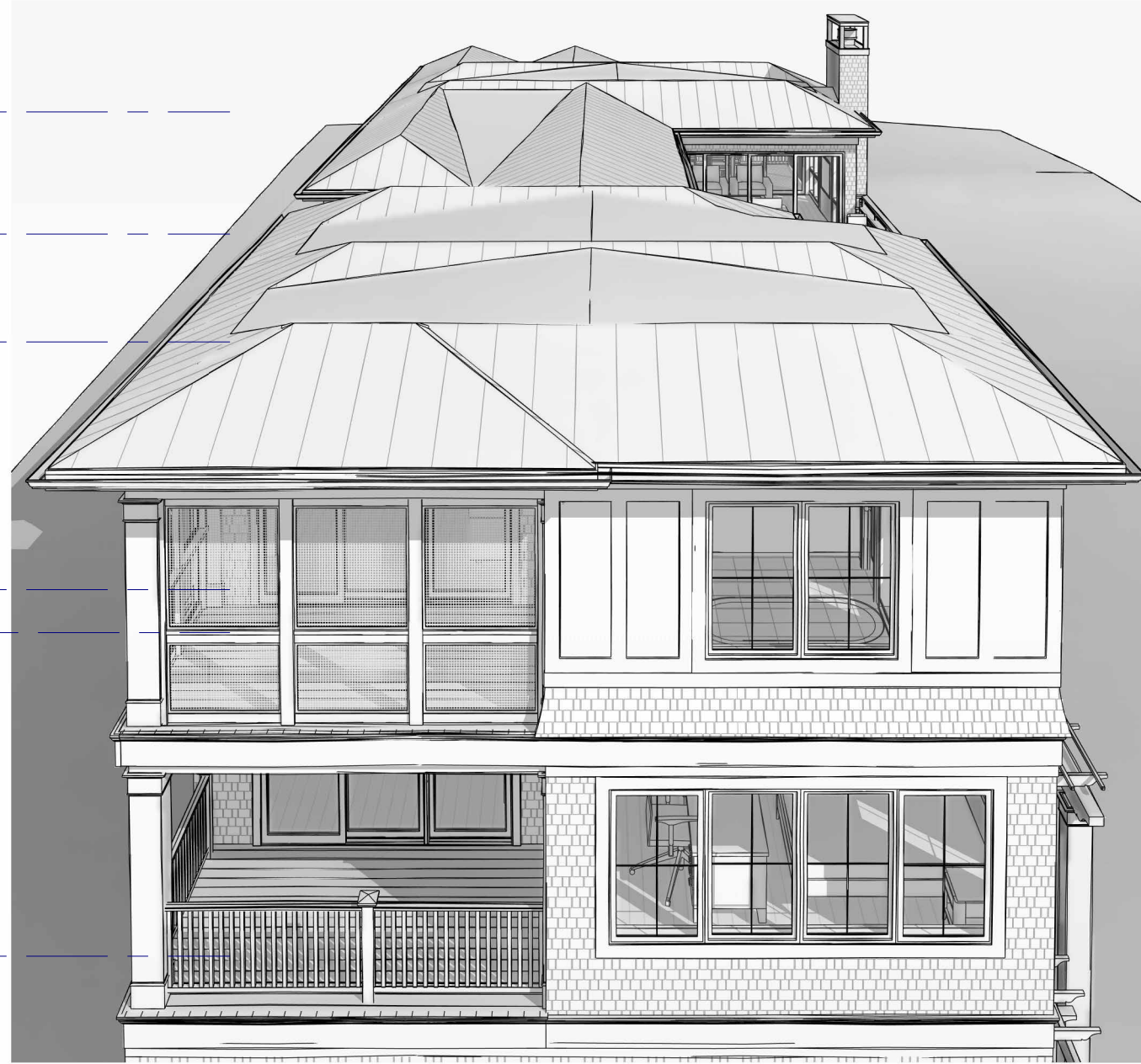
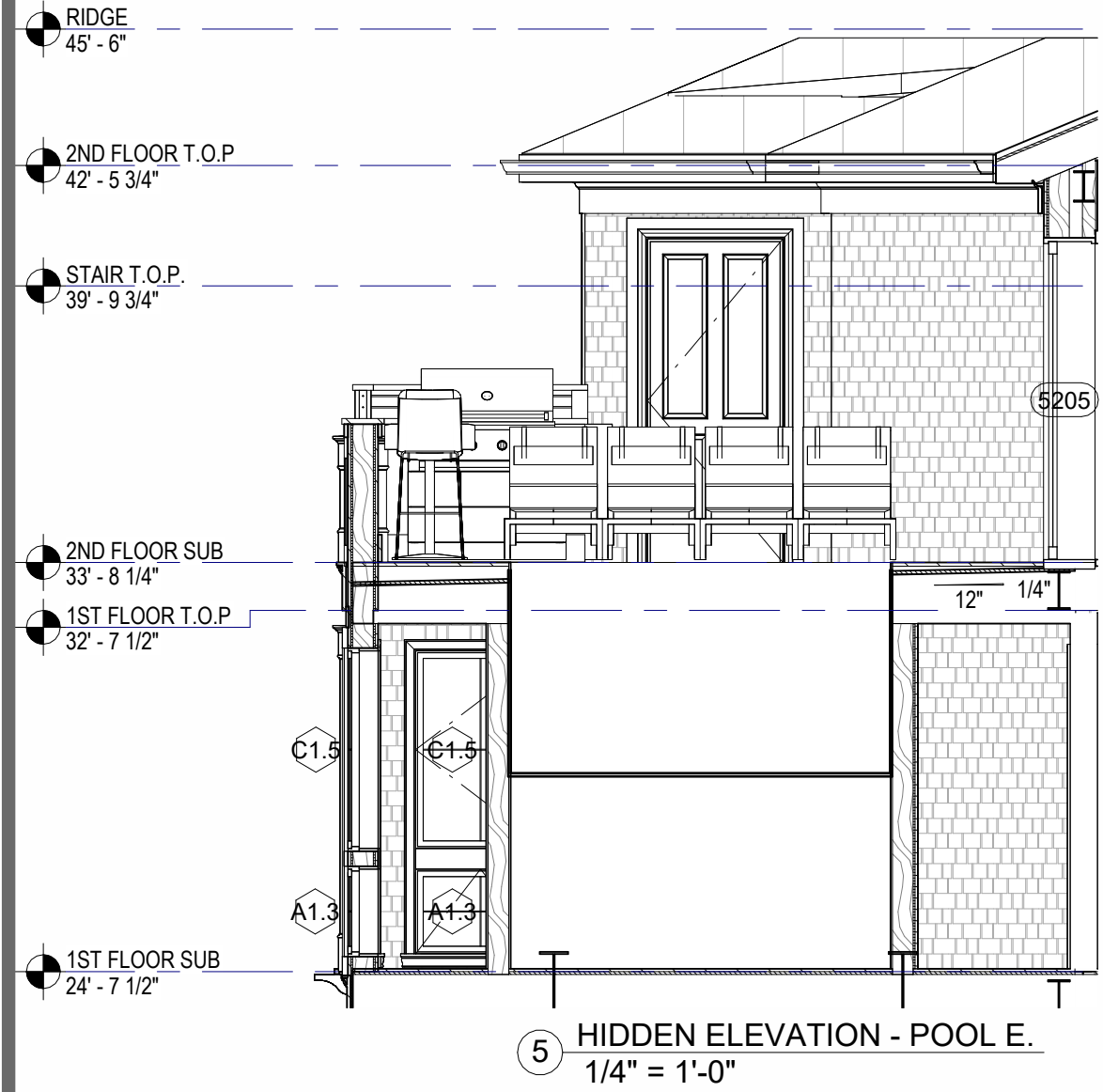
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PERMIT SET	2026.07.08

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NO.	DATE	DESCRIPTION
1	9.25.2026	DNREC REV. 1

JOB NO: 26-003
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ELEVATIONS

A-201

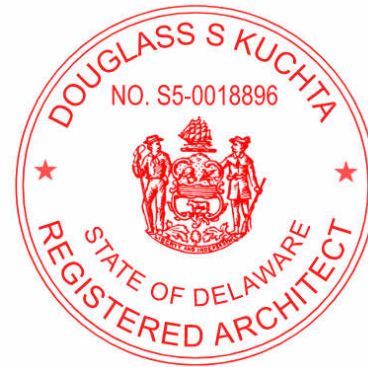


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Douglass Kuchta

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HIDDEN ELEVATIONS

A-202

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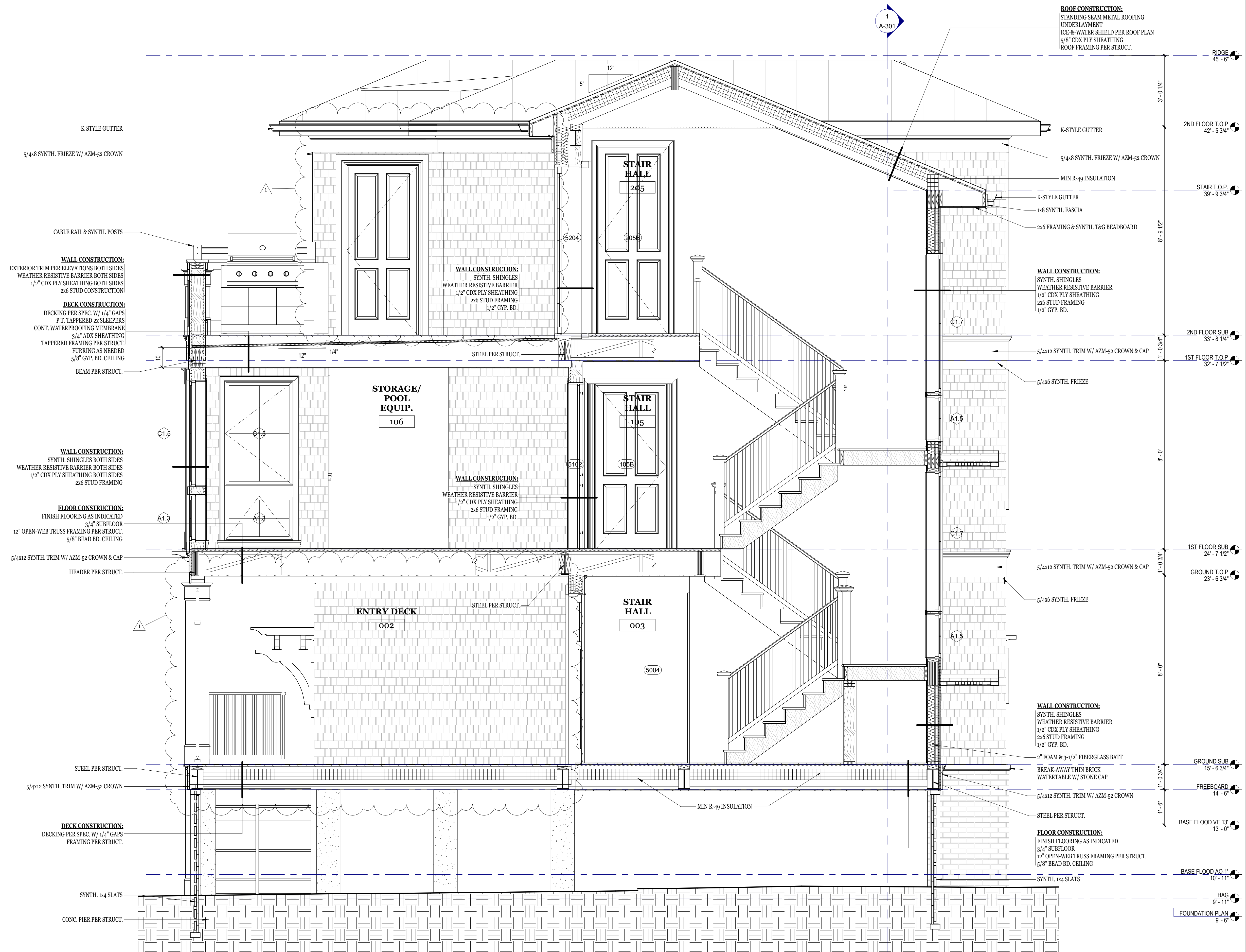
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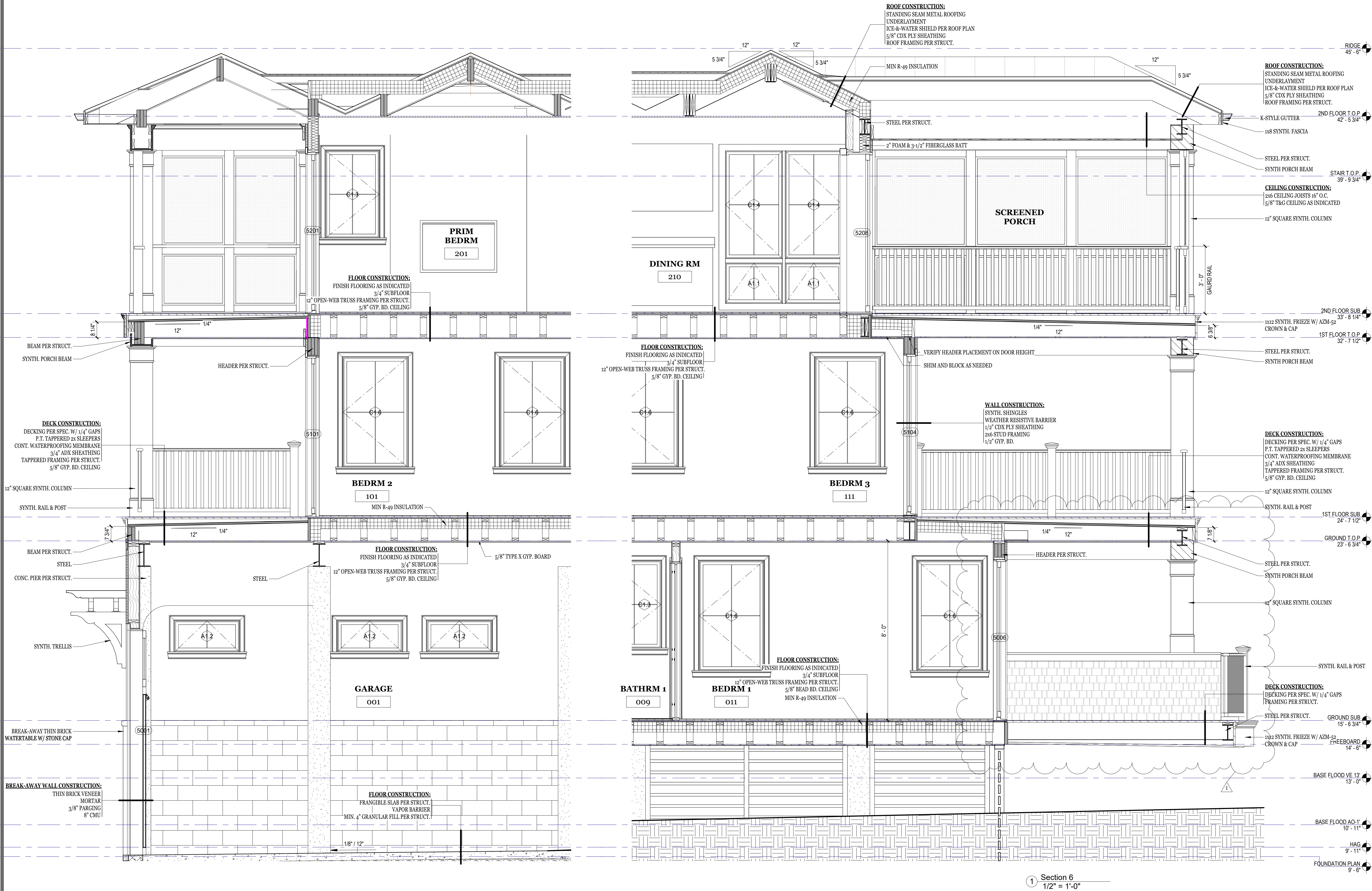
WALL SECTIONS

A-300



1 Section 5
1/2" = 1'-0"

10/1/2026 2:32:15 PM



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WALL SECTIONS

A-301