

**TOWN OF GEORGETOWN
TOWN COUNCIL MEETING AGENDA**

Meeting Date: Wednesday, August 28, 2013
Location: Town Hall, 39 The Circle, Georgetown, DE
Time: 6:45 P.M. Public Hearing
7:00 P.M. Regular Meeting

6:45 P.M. Public Hearing

Conditional Use Application – Shades of Beauty – Case #2013-11
An application by Clara Evans, for Conditional Use approval to operate a hair salon from her single family home. The property is located at 26 Bridgeville Road identified as Sussex County Tax District 135 Map 14.15 Parcel 31.00 zoned UR1 (Urban Residential).

7:00 P.M. Regular Meeting

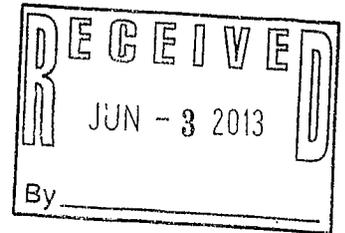
1. Pledge of Allegiance
2. Invocation
3. Adoption of Agenda
4. Approval of August 14, 2013 Town Council Minutes
5. Public Works Agreement - Shops of College Park Retail
6. Departmental Reports
A. Gene Dvornick – Town Manager
7. Public Comment
8. Executive Session
The Town Council will meet in Executive Session for discussion of a personnel matter on which the name, competency and ability of an individual employee is discussed.
9. Adjournment

The agenda items as listed may not be considered in sequence. This agenda is subject to change to include additional items including executive sessions or the deletion of items including executive sessions, which arise at the time of the meeting. Persons with disabilities requiring special accommodations to attend this meeting should contact the Town Office in writing 72 hours in advance of the meeting, stating their needs in order to have them addressed under the requirements of the Americans with Disabilities Act (ADA).



Town of Georgetown Review Application

#1



Check Type of Review Requested	Copies
<input checked="" type="checkbox"/> Category II Plan Review \$500.00	11
<input type="checkbox"/> Category I Site Plan - Conceptual	11
<input type="checkbox"/> Category I Site Plan - Preliminary	11
<input type="checkbox"/> Category I Site Plan - Final	
<input checked="" type="checkbox"/> Conditional Use \$1000.00	18
<input type="checkbox"/> Historic Review	8
<input type="checkbox"/> Subdivision/RPC Review - Conceptual	11
<input type="checkbox"/> Subdivision/RPC Review - Preliminary	18
<input type="checkbox"/> Subdivision/RPC Review - Final	18
<input type="checkbox"/> Utility Review	2
<input type="checkbox"/> Zoning Amendment	18
<input type="checkbox"/> Other:	

All packages to include number of copies shown:

- Review Application
- Plans/Prints
- Supportive Materials

Note: One 11 x 17 copy of complete site plan to be provided with preliminary site plan application packages.

Property Information	
Sussex County Tax Map/Parcel:	135-14.15-31.00
Project Location: ADDRESS	26 Bridgeville Road Georgetown, DE 19947
Property Size/Dimension: SURVEY	15,200 sq. ft.
Project Title/Name:	Shades of Beauty
Current Zoning District:	UR1
Proposed Zoning (if applicable):	N/A
Current Property Use:	SINGLE FAMILY RESID
Proposed Property Use:	SINGLE FAMILY W/ BEAUTY SALON

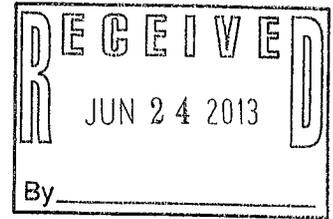
Current Property Owner Information	
Current Owner Name:	Clara Evans
Phone Number:	(302) 399-0084 ← (5318)
Fax Number:	N/A
Email Address:	hairsb26@verizon.net
Mailing Address:	26 Bridgeville Road
City, State, Zip Code:	Georgetown DE 19947

Engineer / Surveyor Information	
Company Name:	
Contact Name:	
Phone Number:	
Fax Number:	
Email Address:	
Mailing Address:	
City, State, Zip Code:	

Shades of Beauty

26 Bridgeville Road

Georgetown, DE 19947



Who: Clara Evans, Owner and only operator

What: A beauty salon with zero employees, no walk-in, all appointments are scheduled.

Size: 400 Square feet

When: Hours of operation:

Monday & Tuesday: CLOSED

Wednesday-Friday 8am -5pm

Every other Saturday 8am-12pm

Shades of Beauty was open August 1, 2003. I have been operating my salon out of my home for the past ten years. I went to First State Community Action for assistance with setting up my business. At that time Mrs. Whitehurst instructed me where to go to get my business started. Mrs. Whitehurst never instructed me to go to the town of Georgetown to apply for conditional use. I operated my business under the impression that I was legal. I have filed taxes and obtain business license for the last ten years. At no time did I hide that I was operating a Beauty salon. I was shut down April 23, 2013 by the Town of Georgetown. I then sat down with the town of Georgetown to resolve the issues. I then went and obtain everything that the town wanted for conditional use. I have never had any problems running my business out of my home. 230-232 Districts (conditional uses may be applied for in all zoning districts.)

Surrounding: Bay health is right in front of my house. Two houses down to the left of my house is Roger Graphics, Bridge Counseling Center, Ford Dealer, Royal Farms. To the left four houses down you have Peninsula Financial Group.

June 16, 2013

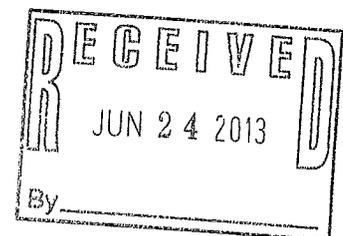
To: Whom it may concern,

I Wilfrid Raymond am aware that the drive way that is partly on my property is ok . I have given my neighbor Miss. Clara Evans permission to park on my property. The drive way has been there for the last fourteen years. It has never been a problem for Miss. Clara Evans to park on the driveway.

Sincerely,



Wilfrid Raymond



LICENSE NO. 2003107267 DORBL

STATE OF DELAWARE

VALID

POST CONSPICUOUSLY

DIVISION OF REVENUE

01/01/13 - 12/31/13
NOT TRANSFERABLE

DLN: 13 06923 03

BUSINESS CODE 114
GROUP CODE 007

LICENSED ACTIVITY PERSONAL SERVICES-BEAUTICIAN
PROFESSIONAL AND/OR PERSONAL SERVICES

DATE ISSUED: 02/28/13

VALIDATED

2013

LICENSE FEE: \$ 75.00

MAILING ADDRESS

BUSINESS LICENSE

BUSINESS LOCATION

EVANS CLARA
SHADES OF BEAUTY
26 BRIDGEVILLE RD
GEORGETOWN DE 19947-2106



SHADES OF BEAUTY
26 BRIDGEVILLE RD
GEORGETOWN DE 19947-2106

IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION
OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE
APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL CODE.

PATRICK T. CARTER
DIRECTOR OF REVENUE

LICENSE NO. M1-E007601

STATE OF DELAWARE

NOT TRANSFERABLE

DIVISION OF PROFESSIONAL REGULATION

861 Silver Lake Blvd.
Cannon Building, Suite 203
Dover, DE 19904-2467

PROFESSION: Cosmetologist

EXPIRATION DATE: 10/31/2014

ISSUED TO: Clara Evans

MAILING ADDRESS

Clara Evans
26 Bridgeville Road
Georgetown DE 19947

PROFESSIONAL LICENSE

THIS CERTIFIES THAT THE PERSON NAMED IS HEREBY LICENSED TO
CONDUCT OR ENGAGE IN THE PROFESSION INDICATED ABOVE THIS
DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF DELAWARE.

Clara Evans

LICENSEE SIGNATURE

341297

LICENSE NO. M9-0001530

STATE OF DELAWARE

NOT TRANSFERABLE

DIVISION OF PROFESSIONAL REGULATION

861 Silver Lake Blvd.
Cannon Building, Suite 203
Dover, DE 19904-2467

PROFESSION: Cosmetology/Barbering Establishment

EXPIRATION DATE: 06/30/2015

ISSUED TO: Shades of Beauty

MAILING ADDRESS

Shades of Beauty
26 Bridgeville Rd
Georgetown DE 19947

PROFESSIONAL LICENSE

THIS CERTIFIES THAT THE PERSON NAMED IS HEREBY LICENSED TO
CONDUCT OR ENGAGE IN THE PROFESSION INDICATED ABOVE THIS
DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF DELAWARE.

Clara Evans

LICENSEE SIGNATURE

346521



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
23697 DUPONT BOULEVARD
GEORGETOWN, DE 19947

SHAILEN P. BHATT
SECRETARY

May 13, 2013

Town of Georgetown
c/o Mrs. Jamie Craddock
39 The Circle
Georgetown, DE 19947

Letter
of
No Contention

Dear Mrs. Craddock:

Subject: Clara Evans-dba Shades of Beauty Salon (Commercial Entrance)
Tax Parcel No: 1-35-14.15-31.00
Route 18 (Bridgeville Road)
Sussex County

The Department of Transportation has no contention to the above referenced application dated May 5, 2013 to use the existing entrance and building facilities without modification for a single employee beauty salon. According to the application, all patrons are by appointment only, there are to be no walk-ins. Letter of No Contention request has been reviewed by Derek Sapp, Subdivision Manager, and is being issued to act as a waiver thereby permitting use of the existing entrance.

- The site shall have access from the existing entrance along Route 18 (Bridgeville Road).

If in the future the site proposes to change zoning, layout, use, or add a new use that alters the flow and/or volume of traffic, the property owner shall submit information to the Department for review. Changes of this nature may require a new Letter of No Contention and/or Permit(s) to be issued. The applicant must comply with all Town of Georgetown rules and regulations.

Thank you for your cooperation. If you have any questions, please do not hesitate to call me at (302) 853-1342.

Sincerely,

Gemez Norwood
Entrance Permits Supervisor

GN, sa
cc: Emy Massotti, P/QC Engineer
Marvin Roberts, District Public Works Manager
Derek Sapp, Subdivision Manager
Clara Evans, Owner





OFFICE OF STATE FIRE MARSHAL



2307 MacArthur Road
New Castle, DE 19720-2426
Phone: 302-323-5365
Fax: 302-323-5366

Technical Services
1537 Chestnut Grove Road
Dover, DE 19904-9610
Phone: 302-739-4394
Fax: 302-739-3696

22705 Park Avenue
Georgetown, DE 19947
Phone: 302-856-5298
Fax: 302-856-5800



SFMO PERMIT

NO INSPECTION REQUIRED

Plan Review Number 2013-04-0479-OCC-01

Tax Parcel Number 1-35-14.15-31.00

Review Status APPROVED AS SUBMITTED

Review Date 05/15/2013

PROJECT

SHADES OF BEAUTY

Phase#

Building #

Unit #

26 BRIDGEVILLE RD
GEORGETOWN, DE 19947

SCOPE OF PROJECT

Project Type OCC Occupancy Change

Number of Stories _____

Occupant Load _____

Square Footage _____

Occupancy Code 9601

Construction Class _____

Fire District 77

APPLICANT

OWNER

SHADES OF BEAUTY
CLARA EVANS

SHADES OF BEAUTY
CLARA EVANS

26 BRIDGEVILLE RD

26 BRIDGEVILLE RD

GEORGETOWN, DE 19947

GEORGETOWN, DE 19947

This office has reviewed the plans and specifications of the above described project for compliance with the Delaware State Fire Prevention Regulations, in effect as of the date of this review.

A Review Status of "Approved as Submitted" must comply with the provisions of the attached Plan Review Comments.

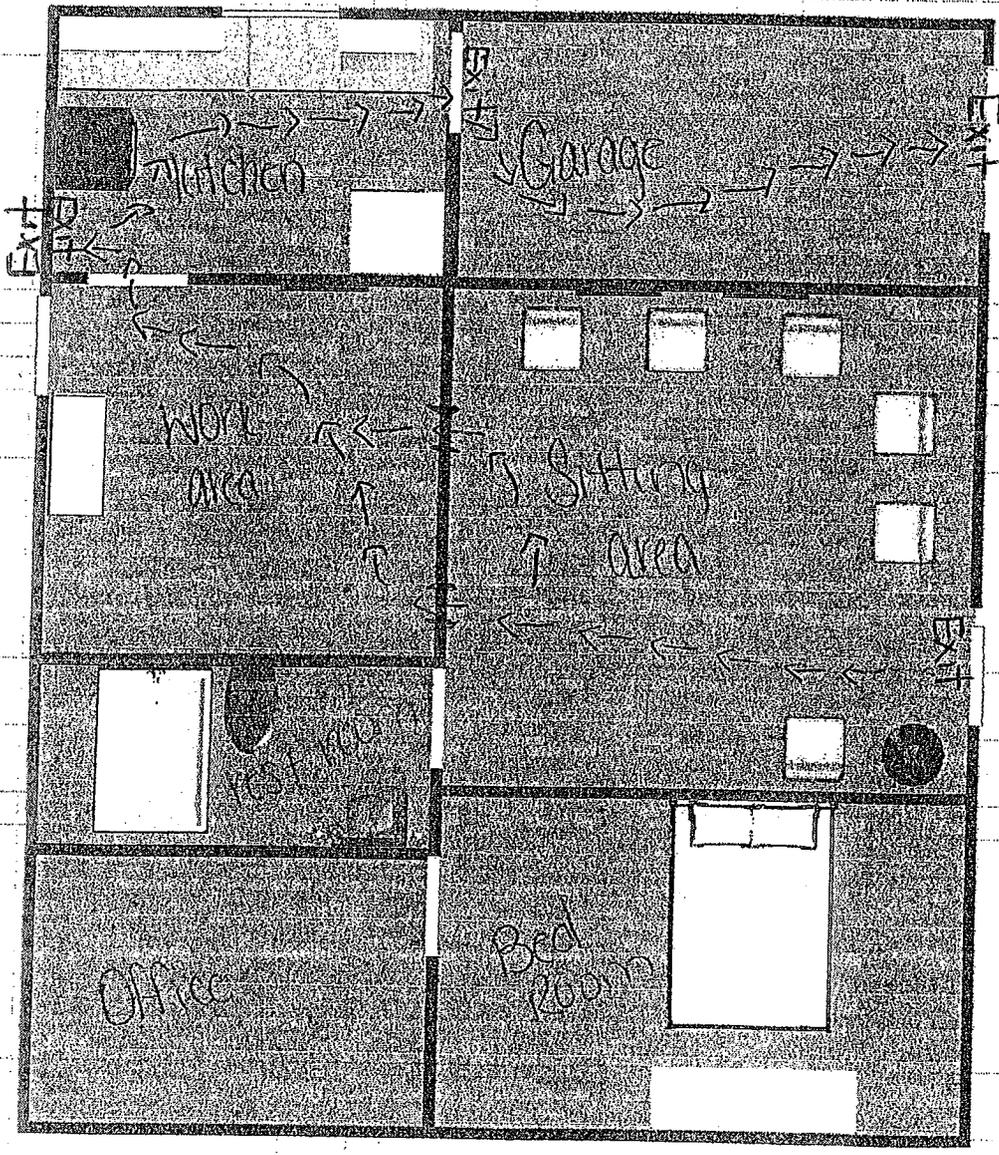
Any Conditional Approval does not relieve the Applicant, Owner, Engineer, Contractor, nor their representatives from their responsibility to comply with the plan review comments and the applicable provisions of the Delaware State Fire Prevention Regulations in the construction, installation and/or completion of the project as reviewed by this Agency.

This Plan Review Project was prepared by:

THOMAS HASLAM, SR FIRE PROTECTION SPECIALIST

No Renovations Permitted

1ST FLOOR



The Delaware State Fire Prevention Regulations have no impact on this project. No further action is required by the State Fire Marshal's Office. Issue Certificate of Occupancy at your discretion.

Mark Gallo
Signed *FM40*

5/15/13
Date

REGISTRATION OF TRADE NAMES, PARTNERSHIPS & ASSOCIATES

SUSSEX COUNTY, DELAWARE

TRADE NAME Shades of Beauty

Business Address: 26. Bridgeville Rd

Georgetown DE 19047

Phone Number: 302 855-9229

Title of Person Signing Certificate: [Signature]

Names and addresses of all owners, members or partners comprising the firm:

LAST NAME	FIRST NAME	ADDRESS
<u>Tommy</u>	<u>BENSON</u>	<u>Milton</u>
<u>Clara</u>	<u>EVANS</u>	<u>Georgetown</u>

2003 AUG - PH 1:51

Date of Formation: 8/1/03

Nature of Business: Salon

STATE OF DELAWARE :
: ss

COUNTY OF SUSSEX :

Before me the Subscriber, a Notary Public/Court Clerk of the State of Delaware, personally appeared, Clara Evans, a principal in the business described in the foregoing certificate, who, having first been duly sworn by me according to law did depose and say as follows:

1. He/She is a principal in the business described in the foregoing certificate.
2. That the information provided in the foregoing certificate is true, correct and complete.

[Signature]
Affiant

SWORN AND SUBSCRIBED this 1st day of August, 2003.

Joyce M. Calleri
Notary/Court Clerk

58493

02232 165

PREPARED BY:
HUDSON, JONES, JAYWORK, WILLIAMS & LIGUORI
309 REHOBOTH AVENUE TAX NO. 1-35-14.15-31.00
REHOBOTH BEACH, DE 19971

DEED

THIS DEED, Made this 18th day of September, in the year of our Lord one thousand nine hundred and ninety-seven (1997)

BETWEEN DANIEL P. MYERS, II and RUTH N. MYERS, his wife, of 27 Evergreen Drive, Georgetown, Delaware 19947, parties of the first part,

- AND -

CLARA P. EVANS of 26 Bridgeville Road, Georgetown, Delaware 19947, party of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of ONE DOLLAR (\$1.00) Current Lawful Money of the United States of America and other good and valuable consideration, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said party of the second part, her heirs and assigns,

ALL that certain lot, piece and parcel of land, situate, lying and being in Georgetown Hundred, Sussex County, Delaware, being Lot No. 19 on a plot of lands formerly of Howard J. Cooke, deceased, surveyed by Morgan T. Gum, in March 1938 said plot being of record in the Office of the Recorder of Deeds, Sussex County, Delaware in Deed Book 317, Page 600; being more fully described as follows, to-wit:

BEGINNING at a found iron pipe, said found iron pipe located at the corner of this lot and Lot 18, said found iron pipe also being located 800', more or less, from the center line of the Northbound Lane of Route 113, said point of beginning also being located on the Northeastern right-of-way of North Bedford Street (State Route 18); thence turning and running from the point of beginning by and along a common boundary line between this lot and Lot 18 North 09° 30' East 302.47 feet to a point being located in the center line of a 10' wide ditch; thence turning and running South 84° 39' East 50.1 feet to a point; thence turning and running by and along the center line of a 5' wide ditch and a common boundary line with this lot and Lot 20 South 09° 30' West 306.0 feet to an iron pipe, said iron pipe being located on the Northeastern right-of-way of North Bedford Street; thence turning and running by and along the Northeastern right-of-way of North Bedford Street (State Route 18) North 80° 30' West 50.0 feet home to the place of beginning and said to contain 15,200 square feet of land, being the same more or less, with all improvements thereon, as surveyed by McCann, Inc., Registered Surveyors on September 8, 1997.

BEING the same lands and premises which were conveyed unto Daniel P. Myers, II and Ruth N. Myers by deed of Neal A. Carrier and Kathy Lee Carrier, his wife, bearing the date of October 31, 1989 as found in the Office of the Recorder of Deeds, Sussex County, Delaware in Deed Book 1681 and Page 243.

Consideration: \$ 65500.00 Exempt Code: A

County	State	Total
0.00	1210.00	1210.00
Date: 09/22/1997		

BK 02232 2166

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

WITNESS:

Karlyn P. Braun

[Signature] (SEAL)
DANIEL P. MYERS, II

As to both

[Signature] (SEAL)
RUTH N. MYERS

STATE OF DELAWARE

SS:

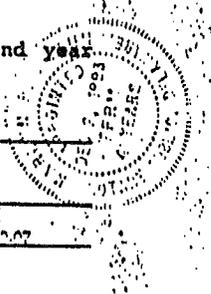
COUNTY OF SUSSEX

BE IT REMEMBERED, that on this 18th day of September, A.D. 1997, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, DANIEL P. MYERS, II and RUTH N. MYERS, parties to this Indenture, known to me personally to be such, and they acknowledged this Indenture to be their act and deed.

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

Karlyn P. Braun
NOTARY PUBLIC

PRINT NAME: KARLYN P. BRAUN
MY COMMISSION EXPIRES: 10/22/07



RECORDER OF DEEDS
SUSSEX COUNTY, DELAWARE

97 SEP 22 AM 11:10

SUSSEX COUNTY
DOC. SURCHARGE PAID

Received
SEP 22 1997
ADMINISTRATIVE DIVISION
OF SUSSEX CTY

10-20-97
[Handwritten signature]
26 B...
1997



SITE PLAN

26 BRIDGEVILLE ROAD
 GEORGETOWN, DELAWARE
 GEORGETOWN HUNDRED SUSSEX COUNTY, DELAWARE
 LOT 19
HOWARD J. COOKE SUBDIVISION
 DEED BOOK 2232, PAGE 165
 PLOT REF. D.B. 317, PAGE 600
 T.M. 1-35-14.15-31



NORTH

ADDRESS: 26 BRIDGEVILLE ROAD
 GEORGETOWN, DELAWARE 19947

DEED BOOK: 2232, PAGE 165

AREA OF DWELLING: 1,259 SQ.FT±

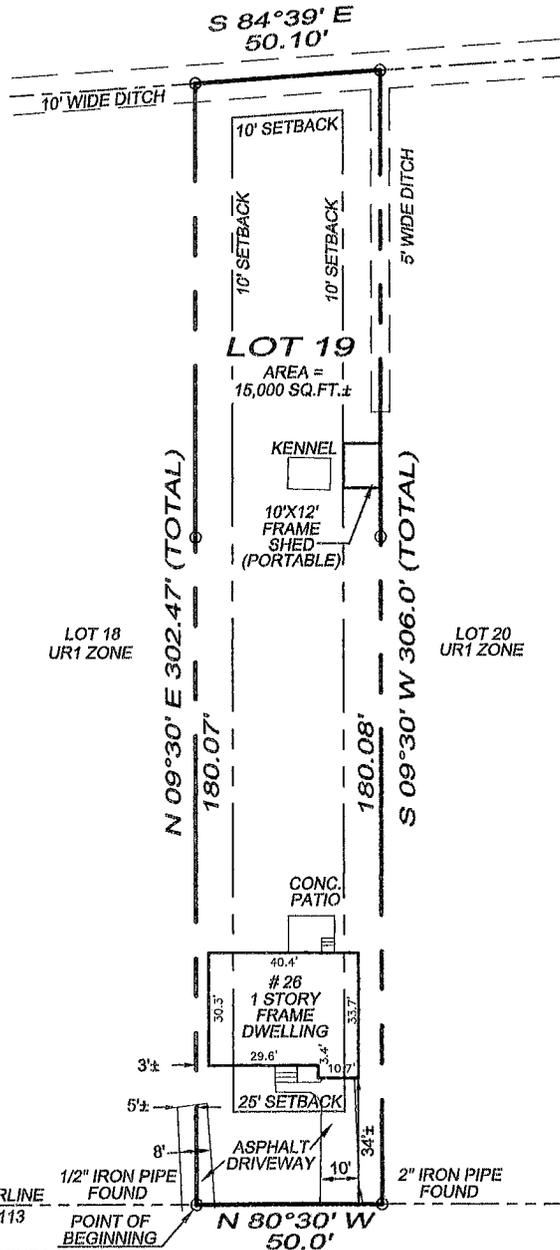
ZONING: UR1

BUILDING SETBACKS:
 FRONT 25'
 SIDE 10'
 REAR 10'



Keith W. Andrews 5/29/13

800' ± TO CENTERLINE
 N.B.L. ROUTE 113



I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE IMPROVEMENTS INDICATED HEREON ARE LOCATED AS SHOWN. THIS IS NOT A BOUNDARY SURVEY.

NOTES:

- I HEREBY STATE THAT THIS SITE PLAN WAS PERFORMED IN ACCORDANCE WITH ACCEPTABLE LOCAL SURVEYING STANDARDS FOR THE EXCLUSIVE USE OF THE PRESENT OWNER.
- UNLESS THIS PLAT HAS A RUBBER SEAL AND AN ORIGINAL SIGNATURE OF THE SURVEYOR, IN RED INK, THIS IS NOT AN AUTHORIZED COPY.
- THIS SITE PLAN DOES NOT VERIFY THE EXISTENCE OR NON-EXISTENCE OF RIGHTS-OF-WAY OR EASEMENTS CROSSING OR AFFECTING THIS LOT.
- THIS SITE PLAN WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH.

JOB NUMBER: ALS-1305.089

**NORTH BEDFORD STREET
 STATE ROUTE 18**

DATE: 05-29-2013 SCALE: 1"=40'

Andrews Land Surveying
 Serving Maryland and Delaware
 9121 HONEYSUCKLE DRIVE, EASTON, MD
 PHONE: 443-621-6348 EMAIL: kwsurveyor76@gmail.com
 www.AndrewsLandSurveying.net

REVISIONS:

#2

Town of Georgetown Department Plan Review Report

Department Name:	Planning Department
Reviewer Name:	Jocelyn Godwin
Project #:	2013-11
Project Name:	Shades of Beauty
Project Location:	135-14.15-31.00 26 Bridgeville Road

- I have reviewed the above mentioned application and have no comments to submit.
- I have reviewed the above mentioned application and have comments that need to be incorporated in the next submittal. See the attached written comments.
- I have reviewed the above mentioned application and have comments that need to be addressed, please resubmit before moving forward. See the attached written comments
- I do not need to see this project in the future as it has no/minimal impact on the Dept.

I may be contacted directly by the point of contact on the application for questions/clarification on the comments that I have produced for this project. I further understand that I may also be requested to attend a technical evaluation meeting in the Planning Department to discuss any comments with the applicant.

Jocelyn Godwin
Signature of Reviewer

6/10/13
Completion Date

Comments to be provided to
Planning Commission

Connect to Applicant - 6/14/13
c/jg July meeting

Shades of Beauty
Clara Evans
26 Bridgeville Road

Conditional Use Application Comments

1. Provide a breakdown of the square footage of the building and the square footage of the building used for the business.
2. Address what parking is provided for customers. For a beauty shop, one space per 200 sq ft of floor area is required per the Town code (§230-148). Parking spaces should be 10' x 20'.
3. Provide the uses of the adjoining properties (residential, commercial).

Provided verbally on 6/14/13 to applicant.

A handwritten signature in cursive script, appearing to read "Tom Godwin". The signature is written in black ink and is centered on the page.

TOWN OF GEORGETOWN - PLANNING COMMISSION

#3

Draft Meeting Minutes August 21, 2013

ATTENDANCE

Commissioners

Rodney Marvel
Chris Lecates
Diane Greenberg
Gary Tonge
Chester Johnson

Staff

Jocelyn Godwin, Planning
Tim Willard, Solicitor
Jamie Craddock, Planning

1. CALL MEETING TO ORDER

Chairman Marvel called the meeting to order in the Town Hall at 6:00 p.m.

2. APPROVAL OF JULY 17, 2013 MEETING MINUTES

Commissioner Johnson moved, seconded by Commissioner Lecates, to approve the July 17, 2013 regular meeting minutes as presented. **APPROVED (UNANIMOUS)**

3. PUBLIC HEARING: CASE #2013-111

CONDITIONAL USE 26 Bridgeville Road

An application by Clara Evans, for conditional use approval, to operate a hair salon from her single family home. The property is located at 26 Bridgeville Road, identified as Sussex County Tax District 135 Map 14.15 Parcel 31.00 zoned UR1 (Urban Residential).

Chairman Marvel opened the public hearing. Clara Evans, owner, presented the application. Chairman Marvel asked the applicant to address the criteria of Conditional Use in the Town Code Chapter 230-231: the presence of adjoining or nearby similar uses; a need for the use proposed; and minimal effect on neighboring properties.

The applicant notified the Commission of nearby uses; Bayhealth, Printer (Rogers Graphics), an Accountant and Peninsula.

The Commission confirmed that DelDOT and other outside agencies were okay with the application. Parking was questioned. The applicant notified the Commission how she operates with a one customer in and one customer out schedule. Two driveways are available to her and her customers. One driveway is on the neighbors' property and is shared. A letter was submitted from the neighbor verifying the arrangement. The business has been operating for the last ten years with no problems.

The hours of operation were discussed. The applicant stated the business is open every other Saturday from 8 am until 12 pm, During the week is around the hours of her other job. There are no walk-ins. It is by appointment only.

The Commission pointed out that the Town Code requires that peeling, flaking and chipped paint is to be eliminated and it was noticed that the front façade had some disrepair. The applicant stated she paints every other year, but would address it if the Code requires it.

Chairman Marvel asked for public comment in favor of the application.

Regina Macky, of Millsboro, is for the application. As a customer, parking has never been a problem, excellent hairdresser, never a crowd, never parked in the road.

Chairman Marvel asked for comments in opposition. No comments were given.

Letters received from: B. Oliver – For, Joel Varint – For and Maria Hammond – For with concerns regarding parking.

Chairman Marvel closed the public hearing at 6:12 pm.

Commissioner Tonge moved, seconded by Commissioner Johnson, to recommend approval of the conditional use as requested with the conditions that the business be a one chair operation, with no overlap in customers, by appointment only and that maintenance of the property (flaking paint) be kept up to Code. APPROVED (UNANIMOUS)

4. 2013-17 Historic Sign Review

An application by Staen, Waehler & Schrider-Fox, LLC, for approval of a historic sign to be located at 4 North Bedford Street, identified as Sussex County Tax District 135 Map 14.20 Parcel 196.00 zoned HD (Historic District).

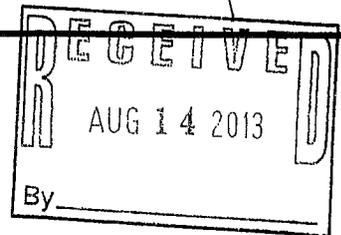
Mary Shutter-Fox presented the application. Quillen Signs has designed the signage to coordinate with other signage on the building. Lettering on the window is for visibility of the pedestrian looking for the office.

Commissioner Lecates moved, seconded by Commissioner Greenberg, to APPROVE the application for Case #2013-17. APPROVED (UNANIMOUS)

#4

Jamie Craddock

From: Jerry Hammond [ham3995@verizon.net]
Sent: Wednesday, August 14, 2013 9:48 AM
To: Jamie Craddock
Subject: beauty shop



I received a notice on the public hearing being held in regards to the shop, however since I am unable to attend I am sending an email to voice my concerns.

Parking seems to be a problem. People park on the grass, in the driveway, and on the shoulder of the road. I'm sure this makes it difficult for the neighbors to get in and out of their driveways as well as her customers when they leave her yard. Children are present at times and being so close to the road and all of that traffic I worry about them getting into the road when running to get in their car if parked on the shoulder.

I hope her shop does well, I'm all for any woman starting their own business and being successful. Maria Hammond

Town of Georgetown

Planning Department
39 The Circle
Georgetown, DE 19947



Telephone (302) 853-0104
Fax (302) 856-6348
www.georgetowndel.com

August 6, 2013

VANINI, JOEL
32 BRIDGEVILLE ROAD
GEORGETOWN, DE 19947

Dear Property Owner:

Notice is hereby given that the **PLANNING COMMISSION** of the Town of Georgetown will hold a Public Hearing on Wednesday, August 21, 2013 at the Town Hall, 39 The Circle, Georgetown, DE beginning at 6:00 p.m. to hear the following request:

CASE #2013-11 Shades of Beauty

An application by Clara Evans, for conditional use approval to operate a hair salon from her single family home. The property is located at 26 Bridgeville Road identified as Sussex County Tax District 135 Map 14.15 Parcel 31.00 zoned UR1 (Urban Residential).

The application is available for public inspection in Town Hall during the hours of 8:00 a.m. – 4:30 p.m., Monday through Friday. It is recommended that any written comments be forwarded to the above mentioned address in advance of the meeting to ensure all documentation is forwarded to the Commission to review prior to the meeting. All interested parties are invited to attend and comment on the application. Said hearing may be adjourned without further notice. If you should have any questions, please to contact me at (302) 853-0104.

Sincerely,

Jamie Craddock

Jamie Craddock
Planning Assistant

I think It's
great A Home
Business
Good 'Ole School!

8/20/13

CASE# 2013-11

To Whom it may Concern:

RE: Shades of Beauty

PLEASE Let Shades of Beauty become part of Georgetown. I believe that this beauty salon could add to the community as far as income & making people feel good about themselves.

I find it convient as far as location & being a safe place. It's a place where ladies can let their hair down & relax. I'm in favor for keeping Shades of Beauty where it is.

PLEASE give MS. Evans & Shades of Beauty a chance.

Thank you
B. Oliver

Exhibit A

**Conditions for Conditional Use #
Beauty Salon
Tax ID – 135 Map Parcel
Date Approved:**

The Georgetown Planning Commission and the Town Council recommends approval of Conditional Use ##### with the following conditions:

1. Property will be used as an owner-operated hair salon.
2. Salon will be operated only as identified in the site plan.
3. Signage, not to exceed 12" x 24", only on the new exterior door to the garage identifying the use.
4. Hours will be Monday – Thursday from 10 am until 7 pm, Friday & Saturday from 8 am until 3 pm with total hours not to exceed 40 hours per week.
5. Applicant will obtain any and all necessary licenses required.
6. Any retail will be incidental to a hair salon.

Sample Only

Agreement No. 2013-02

Town of Georgetown Project No. 2007-08-03

Agreement Between

Town of Georgetown

And

Sussex Entertainment Enterprises, LLC
and
College Park Retail, LLC

Subject

Public Works Agreement

For

Shops at College Park and Associated Infrastructure

AGREEMENT

THIS AGREEMENT, made and executed in quadruplicate, this _____ day of August, 2013 BY AND BETWEEN, the Town of Georgetown, hereinafter called "TOWN", a political subdivision, party of the first part, and Sussex Entertainment Enterprises, LLC and College Park Retail LLC, hereinafter collectively called "DEVELOPER", parties of the second part.

WITNESETH:

The DEVELOPER in consideration of the covenants and agreements herein contained and made by the TOWN, agrees with said TOWN as follows:

WHEREAS, the TOWN has granted approval for the Shops at College Park Retail project and associated infrastructure; and

WHEREAS, the DEVELOPER owns certain unimproved real estate within the Shops at College Park subdivision; and

WHEREAS, the DEVELOPER anticipates a need for TOWN-maintained water, sewer, and streets to serve its property if and when it should be developed; and

WHEREAS, the DEVELOPER has offered to pay all costs of construction as well as all costs incurred by the TOWN for the construction inspection of those additional facilities to serve its property; and

WHEREAS, the DEVELOPER has agreed, and by these presents does agree with the TOWN for the consideration hereinafter mentioned, to construct the project in a manner that is acceptable to the TOWN in accordance with the scope of work contained herein as a minimum.

THEREFORE, for and in consideration of the mutual covenants, hereinafter stipulated to be kept and performed, it is mutually agreed between the parties as follows:

ARTICLE ONE

DEFINITIONS

- 1.1 TOWN means, the Town of Georgetown
- 1.2 DEVELOPER means, Sussex Entertainment Enterprises, LLC and/or College Park Retail LLC.
- 1.3 PROJECT means Shops at College Park Retail and associated infrastructure improvements, being the widening of College Park Drive (from US 113 to the Traffic Circle), the construction of the Traffic Circle and related improvements, as more fully described in Article 15 of this Agreement.
- 1.4 DEPARTMENT means, the Town of Georgetown Public Works Department.

- 1.5 DEVELOPER'S Engineer means, Becker Morgan Group, Inc., which is contracted, or to be contracted, by the DEVELOPER to provide professional consultant services for the project.
- 1.6 DEVELOPER'S contractor means, any company to be contracted by Sussex Entertainment, LLC or assigns, with the necessary skills and experience, paid by the DEVELOPER to construct the improvements of this project. For work to be dedicated to the TOWN, said contractor's work is subject to approval and acceptance by the TOWN.
- 1.7 SPECIFICATIONS means, the Town of Georgetown Design and Construction Standards for Water, Sewer, and Streets, as revised to the date of this Agreement, and the construction documents for the project as approved by the TOWN.
- 1.8 WORKING DAY means any calendar day in which the contractor performs construction operations.

ARTICLE TWO

SCOPE OF SERVICES

2.1 DEVELOPER

2.1.1 All design and construction coordination work required for the satisfactory completion of the PROJECT shall be the responsibility of the DEVELOPER or his designee, subject to the approval of the TOWN and the DEPARTMENT.

2.1.2 All design and construction coordination services shall be subject to the approval of all Federal, Regional, State, Town, Municipal, and other public governmental agencies insofar as the interest of each is concerned. All design and construction coordination services shall also be subject to the approval of all utilities and other agencies, whether private or public, insofar as the interest of each is concerned. Where the approval of the TOWN is indicated herein, the approval of such agencies herein before stated, including all other agencies of the TOWN, shall be required. Close cooperation between such agencies herein before stated and the DEVELOPER is intended in order that the interest of all agencies may best be served. The DEVELOPER shall confer when and where requested by the TOWN with the TOWN and with representatives of all such agencies herein before stated. The DEVELOPER shall maintain a continuing and close liaison with the DEPARTMENT in order to resolve questions and obtain needed approvals from all such agencies herein before stated so as to permit the work effort for the PROJECT to be uninterrupted.

2.1.3 At all times, the DEVELOPER will have the right to cause its engineers or other officers or designees to participate in the planning, sitting on meetings, and determining the course of construction of the work to be performed, as it affects the DEVELOPER'S real property.

2.1.4 The DEVELOPER shall provide administration of the construction contract documents.

2.2 TOWN

2.2.1 DEVELOPER shall allow the TOWN to inspect the construction of any improvements to be dedicated to the TOWN. The DEVELOPER shall also permit the TOWN to inspect the construction of improvements not being dedicated to the TOWN as may be deemed necessary by the TOWN to ensure that the work is in accordance with the approved construction documents.

ARTICLE THREE

PROJECT SCHEDULE

- 3.1 At the time of the Pre-Construction Meeting THE DEVELOPER'S contractor shall file with the DEPARTMENT six (6) copies of an acceptable project schedule bar chart showing the proposed schedule for the completion of said work and thereafter, shall file with the DEPARTMENT one (1) copy of a monthly report as to the progress actually made, including a revised bar chart where actual progress deviates from the previous bar chart submitted. The contractor shall advise of any decisions needed.
- 3.2 THE DEVELOPER'S contractor shall provide one (1) set of original Cut Sheets signed and sealed by a Professional Land Surveyor or Engineer.
- 3.3 The Town of Georgetown shall issue a construction permit where the construction time shall begin on the date of the construction permit and the total time to complete the project shall be noted in the permit; and construction time shall be computed in working days thereafter for the total of working days required to complete the construction outlined in the permit. Allowable working days of the TOWN shall be from 7:00 am to 6:00 pm, Monday through Friday except TOWN Holidays.

ARTICLE FOUR

FEE STRUCTURE

- 4.1 The TOWN represents that the TOWN has thoroughly investigated the DEVELOPER'S requirements and that the TOWN shall claim no compensation in addition to the amounts set forth in this Agreement for work as set forth in this Agreement.
- 4.2 The DEVELOPER shall pay the TOWN, prior to the issuance of the permit, for the scope of services specified herein before in Article 2.2.1 of this Agreement an amount in accordance with TOWN Code § 98-4 *Service Performed by Town Employees* as described in *Subdivision/site plan inspection fee*.
- 4.3 The DEVELOPER shall provide, prior to the issuance of the permit, a completion guaranty. The amount of the guaranty shall be 150% of required improvements, as estimated by the Town Engineer and the conditions associated with it shall be

- as described in TOWN Code § 194 *SUBDIVISION OF LAND* and as approved by the Town.
- 4.4 The DEVELOPER shall submit a written one (1) year guaranty and maintenance bond prior to the TOWN'S release of the completion guaranty. The amount of the bond shall be 10% of the amount of the completion guaranty.
- 4.5 If this Agreement is terminated prior to the completion of the scope of work, the payment made in accordance with Article 4.2 of this Agreement herein before stated, shall not be refunded.
- 4.6 If this Agreement is terminated prior to the completion of the scope of work as described on the approved construction drawings, the bond provided in accordance with Article 4.3 of this Agreement shall be forfeited to the Town of Georgetown.
- 4.7 The DEVELOPER shall be liable for any additional expenditure the TOWN reasonably incurs in excess of the amount specified in Article 4.2 of this Agreement. The DEVELOPER shall make such additional payments to the TOWN within thirty (30) calendar days after receiving a written notice of the additional expenditures incurred. If payment is not made in full within a thirty (30) day period after the date of the notice, a one and a half percent (1-1/2%) per month service charge will be added to the additional amount until the payment is paid-in-full. If no payment is made-in-full within sixty (60) days after the date of the notice, then the services of the TOWN, its engineers and the entities with whom the DEVELOPER has contracted will be suspended until such time as payment is made-in-full. Further, the DEVELOPER expressly agrees and understands that until payment is made-in-full, no connection shall be permitted to the existing facilities.
- 4.8 Any additional expenses incurred due to non-completion of the project within the construction time as indicated in Article 3.3 of this Agreement shall be paid by the DEVELOPER to the TOWN. The additional expense shall be for each working day used to complete the project, which is beyond the time as indicated in Article 3.3 of this Agreement and shall be calculated accordingly.

ARTICLE FIVE

DEVELOPER'S RESPONSIBILITIES

- 5.1 Construction shall be in accordance with the Town of Georgetown Design and Construction Standards for Water, Sewer, and Streets, as revised to the date of this Agreement, and the Shops at College Park/ College Park Retail construction drawings prepared by Becker Morgan Group, Inc., as approved by the TOWN.
- 5.2 The DEVELOPER shall employ only Registered Architects, Professional Engineers, and Professional Land Surveyors licensed In the State of Delaware to perform any of the work required for this project, as associated with their respective professions. All plans and specifications containing such work shall be stamped with the respective seal of a Registered Architect, Professional Engineer, or Professional Land Surveyor, registered in the State of Delaware.
- 5.3 The DEVELOPER in the performance of its work for the project shall hold harmless, indemnify and defend the TOWN, its employees, and representatives

from any claims or liability due to the negligence of the DEVELOPER and the DEVELOPER'S agents or employees.

- 5.4 The DEVELOPER warrants that in the event errors or omissions are found in the final design documents after the construction contract has been awarded, and these errors or omissions result in increased cost, whether design, construction or other, the DEVELOPER shall be liable for all additional cost incurred as a result of such error or omission by the DEVELOPER and the DEVELOPER'S agents or employees.
- 5.5 The DEVELOPER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for him to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for him, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty the TOWN shall have the right to terminate this Agreement without liability, at its discretion and retain the fee structure specified in Article 4.2 and 4.3 of this Agreement.
- 5.6. DEVELOPER'S contractor shall protect itself from claims under the Workmen's Compensation Act by having insurance as required by law from an insurance company authorized to do business in the State of Delaware at the following minimums:

5.6.1 Bodily injury liability insurance of the DEVELOPER'S contractor in an amount not less than \$250,000.00 for injuries including accidental death, to any one person, and subject to the same limits for each person, in an amount not less than \$500,000.00 for any one accident in an insurance company authorized to do business in the State of Delaware.

5.6.2 Comprehensive property damage insurance of the DEVELOPER'S contractor in an amount not less than \$100,000 for any one accident in an insurance company authorized to do business in the State of Delaware.

5.6.3 Automobile bodily injury liability insurance of the DEVELOPER'S contractor in an amount not less than \$250,000.00 for injuries including death, to any one person, and, subject to the same limits for each person, in an amount not less than \$500,000.00 on account of any one accident in an insurance company authorized to do business in the State of Delaware.

5.6.4 Automobile property damage liability insurance of the DEVELOPER'S contractor in an amount not less than \$100,000.00 for any one accident in an insurance company authorized to do business in the State of Delaware.

The procuring of all insurance as set forth in this Article or elsewhere in this Agreement shall be in addition to and not in any way in substitution for all the other protection provided under this Agreement.

- 5.7 The DEVELOPER'S contractor shall secure, maintain and furnish the DEPARTMENT copies of its State of Delaware and Town of Georgetown business licenses. The DEVELOPER shall also furnish the DEPARTMENT

- with such copies of licenses and authorizations for its agents and subcontractors.
- 5.8 The DEVELOPER shall comply with all Federal, Regional, State, Town, Municipal and all other laws applicable to the work to be done under this Agreement.
 - 5.9 The DEVELOPER shall notify the DEPARTMENT in writing if he is of the opinion that any work is beyond the scope of work as specified on the approved construction drawings. The DEPARTMENT shall render the final decision after reviewing the DEVELOPER'S written opinion.
 - 5.10 The DEVELOPER shall meet with the DEPARTMENT in the event that any matter cannot be resolved in a mutually satisfactory manner. All interested parties shall be present with the DEPARTMENT hearing all arguments and rendering the final decision.
 - 5.11 The DEVELOPER shall provide all labor, all services, all materials and the like necessary to satisfactorily complete all work as described on the approved construction drawings.
 - 5.12 The DEVELOPER shall be responsible for all costs due to testing and inspection of materials and equipment to ascertain that all such materials and equipment are in accordance and in compliance with the SPECIFICATIONS. These costs are in addition to those outlined in item 4.2.
 - 5.13 The DEVELOPER shall confer with the DEPARTMENT as necessary during the project as to the interpretation of design plans and for the correction of errors and omission and shall prepare any necessary design plans therefore.
 - 5.14 [Omitted.]
 - 5.15 The DEVELOPER shall prepare and pay for change orders as required.
 - 5.16 The DEVELOPER'S contractor shall submit shop drawings for all items to be eventually taken over by the TOWN for review and approval by the TOWN prior to the installation of the respective item.
 - 5.17 The DEVELOPER shall be solely responsible for determining the amounts owing to the DEVELOPER'S contractor for payment of the work executed. Payment of the DEVELOPER'S contractor by the DEVELOPER shall not constitute a representation by the DEPARTMENT, based on any observations and review, as to the scope of the work executed or the quality of the work executed. The DEPARTMENT will not be deemed to represent that it has made any examination to ascertain how and for what purpose the DEVELOPER'S contractor has used the monies paid to him.
 - 5.18 Recorded plats for easements which were required as a result of revisions made during construction which are located on the DEVELOPER'S property are to be submitted by the DEVELOPER to the TOWN prior to the release of the completion guaranty. Recorded plats for easements which were required as a result of revisions made during construction which are located on

- property not owned by the DEVELOPER shall be submitted by the DEVELOPER to the TOWN prior to performing any work within the easement.
- 5.19 All required fees, including but not limited to, impact, inspection, and connection fees shall be paid by the DEVELOPER prior to the release of the completion guaranty.
- 5.20 Prior to release of the completion guaranty, the TOWN shall be paid all additional costs incurred as calculated in Article 4.7 of this Agreement.
- 5.21 All tracings, plans, maps, descriptions, specifications, operation manuals, warranties, records, and documents made by the DEVELOPER'S engineer shall be delivered to the DEPARTMENT and become the property of the TOWN prior to the TOWN'S release of the completion guaranty.
- 5.22 The DEVELOPER shall retain full maintenance responsibility for all utility infrastructure (water, sewer, and storm sewer) installed in public rights-of-way or easements, until the ownership of this infrastructure is transferred to the TOWN by a properly executed bill of sale. The DEVELOPER shall retain full maintenance responsibility for all roadway, curbing, sidewalk, and street lights installed in public rights-of-way until such public rights-of-way have been deeded to the TOWN.
- 5.23 Following the completion of construction of the improvements to be taken over by the TOWN and prior to the release of the completion guaranty, the DEVELOPER shall submit to the TOWN a complete set of record construction drawings signed and sealed by the DEVELOPER's engineer. The drawings shall contain complete plan views and profiles of as-constructed information pertaining to the Shops at College Park Retail Project and associated infrastructure, including but not limited to manhole rim and invert elevations, sewer pipe sizes, the location of all sewer cleanouts, water valves, fire hydrants, meter and fire flow vaults, catch basin rims, pipe sizes, and invert elevations. When a draft set of these plans have been approved by the TOWN, the DEVELOPER shall submit six (6) paper, one (1) Mylar copy of the plans, and one (1) digital copy. The digital copy shall be in AutoCAD (2004 version or more recent) format. The horizontal datum for the hard copies and the digital copies shall be Delaware State Grid, NAD 83/91 and the vertical datum shall be NGVD 88.

ARTICLE SIX

TOWN'S RESPONSIBILITIES

- 6.1 With the construction contracts being awarded by the DEVELOPER, the DEVELOPER'S engineer, as the representative of the DEVELOPER shall advise and consult with the DEPARTMENT. The DEPARTMENT shall have authority to act on behalf of the TOWN to the extent provided in this document and the SPECIFICATIONS unless otherwise modified in writing by the TOWN. The DEPARTMENT shall schedule, administer and coordinate a pre-construction meeting with all applicable parties, prior to the issuance of a permit to the DEVELOPER to begin the construction work.

- 6.2 The DEPARTMENT shall make periodic visits at least once each calendar month and more often if required to the construction site of the project to determine in general if the work being executed by the contractor is proceeding in sequence and accordance with the approved construction drawings and the SPECIFICATIONS. The DEPARTMENT shall observe the executed work by the DEVELOPER'S contractor during its periodic visits. The DEPARTMENT shall endeavor to report to the contractor any observed defects and deficiencies in the work executed by the DEVELOPER'S contractors. The DEPARTMENT may disapprove or reject and require repair or replacement thereof any work executed by the DEVELOPER'S contractor that fails to conform to the approved construction drawings or the SPECIFICATIONS. The quality of the work is the sole responsibility of the DEVELOPER and his contractor.
- 6.3 The DEPARTMENT shall review and approve or disapprove all shop drawings, samples, the results of tests and inspections and other data which the contractor is required to submit for conformance with the design concept of the project and compliance with the SPECIFICATIONS. The DEPARTMENT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, which are to be assembled by the DEVELOPER'S contractor in accordance with this Agreement.
- 6.4 The DEPARTMENT shall have the authority to reject all work executed by the contractor which does not conform to the approved construction drawings or the SPECIFICATIONS. Whenever in its reasonable opinion the DEPARTMENT considers it necessary or advisable to insure the proper implementation of the intent of the SPECIFICATIONS, the DEPARTMENT shall have the authority to require special inspection or testing of all work executed by the contractors in accordance with the provisions of the SPECIFICATIONS whether or not such work be then fabricated, installed and/or completed. The fees associated with such testing shall be paid by the DEVELOPER.
- 6.5 The procedures for closing out the project shall be as described previously in this Agreement.

ARTICLE SEVEN

INDEPENDENT CONTRACTOR

- 7.1 The DEVELOPER'S contractor shall be responsible for its own acts and those of its subordinates, employees and subcontractors during the life of this Agreement, it being expressly understood that the DEVELOPER shall indemnify, hold harmless and defend the TOWN, its members, officers, agents and employees of, from and against all claims, suits, judgments, expense, actions, damages, and cost of every name and description, arising out of and or resulting from negligence of the DEVELOPER'S contractor and subcontractors under this Agreement.

ARTICLE EIGHT

SUBCONTRACTS

- 8.1 All subcontracts proposed to be entered into by the DEVELOPER or the DEVELOPER'S contractor pursuant to this Agreement shall be subject to the prior approval of the DEPARTMENT.

ARTICLE NINE

AMENDMENT OF AGREEMENT

- 9.1 This Agreement may only be amended, modified, or extended by prior written approval of the TOWN.

ARTICLE TEN

SUCCESSORS AND ASSIGNMENTS

- 10.1 This Agreement is, and shall be, binding upon the DEVELOPER, and is intended to burden and run with the land upon which the project is located. Should the DEVELOPER transfer ownership, the TOWN at its sole discretion shall have the right to declare this Agreement void and/or require any amendments that the TOWN determines necessary.

ARTICLE ELEVEN

TERMINATION

- 11.1 If, for any reason set forth herein, conditions are encountered by the TOWN which require termination of this Agreement, upon such termination, the DEVELOPER shall immediately transfer to the TOWN in a neat and orderly manner the ownership of all documents relating to the PROJECT and all monies then due the TOWN as specified in Articles 5.18, 5.19, 5.20, and 5.21 of this Agreement.
- 11.2 In the event of termination of this Agreement any modifications hereof, the DEVELOPER and the TOWN shall take all reasonable steps to minimize the further incurrence of fees under this Agreement.

ARTICLE TWELVE

INCORPORATED DOCUMENTS

- 12.1 This Agreement incorporates by reference as fully set forth herein the following documents. All other terms and conditions of these referenced documents shall remain the same and unchanged.

12.1.1 "Town of Georgetown Design and Construction Standards for Water, Sewer and Streets" as revised.

12.1.2 The project construction drawings entitled Shops at College Park / College Park Retail as approved by the Town of Georgetown.

ARTICLE THIRTEEN

GOVERNING LAW

13.1 This agreement shall be governed by the laws of the State of Delaware.

ARTICLE FOURTEEN

AGENCY APPROVALS

14.1 DEVELOPER shall provide to the TOWN all outside agency approvals, including but not limited to, Delaware Department of Transportation (DelDOT), Delaware Department of Natural Resources and Environmental Control (DNREC), Department of Health and Social Services, Office of Drinking Water (DHSS/ODW), Sussex Conservation District (SCD), Office of the State Fire Marshal (SFMO), along with those of any other agency which may require review of the project, prior to commencement of any construction.

ARTICLE FIFTEEN

IMPROVEMENTS

15.1 WATER IMPROVEMENTS – The water improvements to be eventually taken over by the TOWN include all water mains shown to be installed within the College Park Drive and Carmean Way right-of-way and utility easements, including valves, and fire hydrants; and also including the meter and fire flow vaults shown; all being as shown on the Shops at College Park / College Park Retail construction drawings approved by the TOWN.

15.2 STREET IMPROVEMENTS – The street improvements to be eventually taken over by the TOWN include the widening of College Park Drive (from US 113 to the Traffic Circle) and the construction of the traffic circle at the intersection of College Park Drive, Carmean Way, and University Drive. The street improvements shall also include the installation of curbing; the installation of

sidewalk along the south side of College Park Drive, the east side of Carmean Way, and the traffic circle; the installation of catch basins 7, 8, and 9 as shown on the College Park Drive & US Route 113 Entrance Improvements construction drawings and the storm sewer pipe between them; and the installation of curbing and sidewalk around the traffic circle; all being as shown on the Shops at College Park construction drawings, Shops at College Park / College Park Retail construction drawings, and the College Park Drive & US 113 Entrance Improvements construction drawings approved by the TOWN.

- 15.3 MISCELLANEOUS IMPROVEMENTS – Additional improvements which will eventually be taken over by the TOWN include the installation of street lights within the College Park Drive right of way on the north and south sides of the street within the limits noted in 15.2 above; and installation of street lights within the Carmean Avenue right of way on the east and west sides of the street within the limits noted in 15.2 above, as shown on the Shops at College Park / College Park Retail construction drawings approved by the TOWN.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their officers and their seals to be herewith affixed, this day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

DEVELOPER

Sussex Entertainment Enterprises, LLC

College Park Retail LLC

By Stephen S. Silver

By Stephen S. Silver

Stephen Silver

Stephen Silver

PLEASE PRINT NAME

PLEASE PRINT NAME

Deem Pletz
WITNESS

Deem Pletz
WITNESS

TOWN OF GEORGETOWN

Michael R. Wyatt

MAYOR OF TOWN OF GEORGETOWN

SEAL

ATTEST:

Stephen M. Hartstein
SECRETARY, TOWN COUNCIL

(In case of a corporation, firm or partnership, this agreement must be signed by the appropriate officials of such corporation, firm of partnership and their corporate seal must be affixed hereto.)