PLANNING COMMISSION MEETING
CITY OF REHOBOTH BEACH

March 11, 2011

The Regular Meeting of the Planning Commission of the City of Rehoboth Beach was called to order at 6:35 p.m. by Chairman Preston Littleton on Friday, March 11, 2011 in the Commissioners Room in City Hall, 229 Rehoboth Avenue, Rehoboth Beach, DE.

ROLL CALL

Mr. Timothy Spies called the roll:

Present: Mr. Harvey Shulman
Mr. John Gauger
Mr. David Mellen
Chairman Preston Littleton
Mr. Timothy Spies
Mr. Francis Markert, Jr.
Mr. Patrick Gossett
Mrs. Jan Konesey

Absent: Mr. Brian Patterson

Also Present: Mr. Glenn Mandalas, Esq., City Solicitor
Ms. Terri Sullivan, Chief Building Inspector

A quorum was present.

APPROVAL OF MINUTES

Minutes of the October 8, 2010, November 12, 2010, December 10, 2010 and January 14, 2011 Planning Commission Regular Meetings were distributed prior to the meeting. Minutes of the September 10, 2010 Planning Commission Regular Meeting were not available for this meeting.

Mr. David Mellen made a motion, seconded by Mr. Francis Markert, to approve the October 8, 2010 Planning Commission Regular Meeting minutes. Motion carried unanimously.

Mr. Mellen made a motion, seconded by Mrs. Jan Konesey, to approve the November 12, 2010 Planning Commission Regular Meeting minutes. (Shulman – abstain, Gauger – aye, Mellen – aye, Littleton – aye, Spies – aye, Markert – aye, Gossett – aye, Konesey – aye.) Motion carried.

Mr. Mellen made a motion, seconded by Mrs. Konesey, to approve the December 10, 2010 Planning Commission Regular Meeting minutes. Motion carried unanimously.

Mr. Mellen made a motion, seconded by Mrs. Konesey, to approve the January 14, 2011 Planning Commission Regular Meeting minutes. (Shulman – aye, Gauger – aye, Mellen – aye, Littleton – aye, Spies – aye, Markert – aye, Gossett – abstain, Konesey – aye.) Motion carried.

CORRESPONDENCE

There was no general correspondence.

OLD BUSINESS

Chairman Littleton called for the Public Hearing of Partitioning Application No. 1110-03 requesting the partitioning for the property located at 807 King Charles Avenue, Lot Nos. 38, 39, 40 & 41, Block 25, into two (2) lots with Lot Nos. 38 & 39 becoming one (1) lot of 5,000 square feet and Lot Nos. 40 & 41 becoming one (1) lot of 5,000 square feet. The property is owned by E. Douglas Kuhns, Trustee of E. Douglas Kuhns Revocable Living Trust and Eileen P. Kuhns, Trustee of Eileen P. Kuhns Revocable Living Trust. The Partitioning has been requested by Vincent G. Robertson, Esq. of the law firm Griffin & Hackett, P.A. on behalf of the owners of the property. Chairman Littleton noted the Public Hearing procedures.

Ms. Ann Womack, City Secretary acknowledged that this application had been duly noticed and properly posted.

Chief Building Inspector Terri Sullivan read her report with exhibits. (Copy attached.)

Exhibit A – Application packet which includes property location survey, partition survey, tree plan and photographs, submitted on November 15, 2010.

Mr. Vincent G. Robertson, Esq. of the law firm Griffin & Hackett, P.A. represented the owners of the property. He distributed a packet to the Planning Commission which contained the following exhibits:

Applicant Exhibit 1 – Affidavit and Application submitted on November 15, 2010.
Applicant Exhibit 2 – Deed, dated February 4, 2000.
Applicant Exhibit 3 – Tree Survey and Protection Plan, dated February 17, 2011.
Applicant Exhibit 4 – Property Location Survey, dated February 17, 2011 which shows the curb-cuts and adjacent buildings.
Applicant Exhibit 5 – Labeled photographs of adjacent properties.

Attorney Robertson noted that Lots 40 & 41 will retain the house, and there is no intention to remove the house. Only the garage and deck will be removed because of encroachment of the proposed property line. Lots 38 & 39 will potentially be the yard area. There is no intention to build a house on the proposed new lot. The purpose for this partitioning is for the proposed lot to remain as an asset in the event it should need to be sold because of healthcare reasons. The proposed lots conform in every respect. They are both 5,000 square feet. The trees will not be affected by the partitioning. In additional to the tree identification table on the Tree Survey and Protection Plan, there is a statement at the top that says "[N]o trees shall be harmed nor removed as a result of the Partition or demolition required as part of the Partition process. Thereafter, any improvements upon the property will be subject to the requirements of Chapter 253 of the Municipal Code". The existing curb-cut location is shown on the survey for off-street parking. The proposed lots will be compliant with the Floor Area Ratio (FAR), lot coverage, etc.

There was no correspondence and no comments from the public.

Mrs. Konesey made a motion, seconded by Mr. John Gauger, to approve the partitioning. (Shulman – aye, Gauger – aye, Mellen – aye Littleton – aye, Spies – aye, Markert – aye, Gossett – aye, Konesey – aye.) Motion carried unanimously.

Chairman Littleton called for Major Subdivision Application No. 0708-05, also known as "Oak Grove at the Beach" for the property located at 43 Canal Street, comprised of the following lots on Canal Street: Lot Nos. 43, 44, 45, 46, 47 & 48, the following lots on Sixth Street: Lot Nos. 26, 27, 28, 29 & 30, and the property located at 512 Rehoboth Avenue comprised of Lot No. 42A, Tax Identification Numbers 334-13.20-175.00 and 334-13.20-176.00. The Planning Commission conditionally approved this major subdivision at its January 14, 2011 Regular Meeting. The Applicants, represented by Jane Patchell, Esq. of the law firm Tunnell & Raysor, P.A., are now seeking final approval. The Planning Commission, upon review of all material submitted by the Applicants and reports from City officials, will determine if the Applicants have met both the conditions cited in the Planning Commission's Resolution of January 14, 2011 granting condition approval and those sections of the City Code regarding final approval requirements. Based on its review and discussion, the Planning Commission may take action to grant final approval of Major Subdivision Application No. 0708-05.

Ms. Jane Patchell, Esq. of the law firm Tunnell & Raysor, P.A., represented the owners of the property. In Attorney Patchell's letter of February 14, 2011, she detailed each condition that was in the Planning Commission's Resolution, dated January 14, 2011 and provided evidence for each condition. The letter is currently in the record. There were several amendments to this letter for conditions that required review by City officials. In regard to Condition 7 of the Planning Commission's Resolution, the construction techniques were submitted in writing for site preparation to the City Engineer and Building Official on February 7, 2011 to ensure that best practices are observed for tree protection and preservation. In a letter dated March 4, 2011 addressed to the Planning Commission, it was noted that this condition was approved by the City Engineer and Building Official. It is included as Item 7 under Conditions of Approval on Sheet No. PP-3 of the plot plan, and a letter was forwarded to the Planning Commission dated March 4, 2011. In regard to Condition 10, the Applicants delivered the performance guaranties for the ultimate installation of the elements detailed in the Resolution to the City Engineer and City Solicitor on February 11, 2011. In regard to Condition 11, the Applicants provided the City Engineer with an itemized estimate of the cost of complete improvements required under the laws of the State of Delaware, Sussex County, City of Rehoboth Beach, the Resolution, the Application and the final plot on February 3, 2011. In an email dated February 28, 2011, it was noted that this condition was approved by the City Engineer and was confirmed by letter dated March 4, 2011 addressed to the Planning Commission. After reviewing the Resolution as well as the Municipal Code, the Applicants have met

all conditions for final approval of Major Subdivision Application No. 0708-05. Documents included with Attorney Patchell's letter dated February 14, 2011 are: 1. Surety Agreement for Construction of Major Subdivision 07080-05. 2. Aegis Security Insurance Company Power of Attorney. 3. Letter dated January 5, 2011 from Mr. Jim Elliott, Plan Reviewer of Sussex Conservation District to Mr. Troy Dickerson of George, Miles & Buhr, LLC (GMB). 4. Letter dated February 2, 2011 from Mr. Alan Kercher, P.E. of Kercher Engineering Inc. to Mr. Gregory Ferrese, City Manager.

City Solicitor Glenn Mandalas read his letter dated March 11, 2011 to the Planning Commission in regard to the Oak Grove Major Subdivision Application for final approval. This letter was signed by City Solicitor Mandalas, City Manager Gregory Ferrese, Building Inspector Sullivan and City Engineer Alan Kercher.

Attorney Patchell noted that the Aegis Security Insurance Company Power of Attorney is a generalized power of attorney. The bid from December 2010 authorized three individuals, R. Clay Foltz, Paul E. Seibert, Colin R.M.J. Bonini, to sign on behalf of the insurance company. On the Surety Agreement, Mr. Foltz signed as Attorney-In-Fact. Therefore the Power of Attorney was required to provide evidence of his legal authority to sign on behalf of the insurance company. The Attorney-In-Fact can make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature up to $2,500,000.00. Attorney Patchell acknowledged that the $375,000.00 is the cost estimate which the City has signed off on for all the improvements which are supposed to be made.

City Solicitor Mandalas commented that the estimate from GMB is in the amount of $298,275.60 which is less than the amount in the Surety Agreement.

Mr. Shulman said that this obligation is if the developer completes said construction in accordance with said Major Subdivision Application No. 0708-05 and in accordance with the approved engineering plans prepared by George, Miles & Buhr within the sole discretion of the Building and Licensing Department, then this obligation shall be void and of no effect, or else shall be and remain in full force and effect until said construction work is accepted by the Building and Licensing Department. The traditional building permit things and whether any of the conditions have been carried will be strictly up to the sole discretion of the Building & Licensing Department. He wanted to know who is going to make sure the project is carried out and the mechanics of it. Attorney Patchell concurred. In the subdivision section of the Code, after final approval is granted the oversight is then directed to the Building and Licensing Department. Building and Licensing will notifiy the applicant. Building and Licensing would have to notify the Applicants if something is not done correctly, and the Applicants would need to find a cure and also a time to appeal based on whether the decision is compliance with the subdivision as it was approved. Building and Licensing has the authority to oversee and make sure it is built to Code, to standards, and to the plans that have been approved; and the Applicants have the right to cure what they have received notice from the Building and Licensing Department that there is a violation or there is a non-compliance. The Applicants have the right to determine whether that denial or violation is correct; and if not, they would appeal that to the Board of Adjustment. If it is not rectified to the satisfaction of the City which would be the Building and Licensing Department, Ms. Sullivan would have the right to withhold issuing permits for non-compliance if the infrastructure is not correct. If it is still not corrected at the time set for the developer to correct it by, then that is when the Surety Agreement would kick in to complete the necessary work which was not completed.

Mr. Shulman was troubled by the absence of a process because he would not want the City to be in a position where the Building Inspector says it was not done right and in the meantime lots would be sold. He asked how the City would get the money to make the corrections that it thinks needs to be done.

Chairman Littleton said that the Applicants are doing everything they are supposed to be doing to meet the conditions spelled out in the Code and the Resolution.

Mrs. Konesey asked why the process for enforcement should not be written into the Surety Agreement because it has nothing to do with the Code. It is a way the City is able to receive the funds. The City can access the funds in the surety agreement. All it would be doing is putting the mechanism into the Surety Agreement for accessing the fund. This would not be a violation of the Code. Mr. Patrick Gossett said that the process would be established and it is agreed upon before the process is put into place if needed. Mr. Shulman said that with it not violating the Code, there is no reason why the City could not have a Surety Agreement that would have more mechanics in it.

Attorney Patchell said that the insurance company contacted the City to find out if the City had a form of surety agreement. The City does not have any particular form of surety agreement to use. Therefore the company spoke with City Solicitor Mandalas regarding the form. The Applicants were asked to provide

performance guaranties which is what the Surety Agreement is. The Applicants were not asked to provide any mechanism.

City Solicitor Mandalas said that this Surety Agreement as written does not provide a clear mechanism to obtain funds that the City would need. A mechanism could be written into the Surety Agreement that would not be in violation of the City Code. The City is not part to the Surety Agreement. The Surety Agreement is between the Applicants and the bonding company. The Applicants would have to request the issuance of a new bond on the new terms which would then be inserted into the Surety Agreement. The Surety Agreement would give the Building Inspector a lot of discretion, but she would have to refer to Section 236-17 of the Code and consult with the City Engineer before making any decisions.

Mrs. Konesey thought that it should say in the Surety Agreement how the aggrieved party which is the City would get its money. She suggested that a paragraph with a mechanism should be put in the Surety Agreement. Attorney Patchell said that most Codes have a mechanism in place, but the City happens to be in a situation where it does not have it in the Code. It is not typical to have it in a Surety Agreement. The Code says that performance guaranties are to be reviewed subject to approval by the City Engineer and Building Inspector. Mrs. Konesey suggested that the Planning Commission recommend the City Commissioners to pass an ordinance which covers this type of situation.

Chairman Littleton said that all the City officials have received four letters from him in regard to the City being protected. The Code needs to be revised. The answer he had received is that the City is protected to the extent the Code requires.

City Solicitor Mandalas said that a mechanism in which the funds are released could be written into the Surety Agreement. It would be at the Planning Commission's discretion whether the Surety Agreement should be revised. The Surety Agreement will be empowering the Building Inspector to make decisions. He said the Applicants would not go before the Board of Adjustment for a subdivision issue. Attorney Patchell said that some of the items to be addressed are cross-referenced in the zoning ordinance. From a legal perspective, the Applicants would have the right to be heard by the Board of Adjustment for an appeal of the Building Inspector's decision depending on what particular item it addresses.

Mr. Shulman said that he is not comfortable with the Surety Agreement. Attorney Patchell said that this is a standard document. The Applicants have done their due diligence and have attempted to provide this document for everyone to review it adequately. The Applicants have done everything that has been requested of them. The longer this goes, the more expensive the project becomes. Financing has been lined up which has a timeframe. Chairman Littleton said that the Applicants cannot get construction loans without the final approval. He asked if the Planning Commission could take action on this Application tonight under some proviso to try to address these issues to the satisfaction of the City Solicitor. The Planning Commission has an obligation to move on this Application.

Attorney Patchell said that in regard to financing, the bank will not take a conditional final approval. It must be a final approval with recorded documents. She did not know if the surety company would be willing to write into the Surety Agreement. Theoretically the City is the beneficiary in the event there is a default. In order to go back to the surety company, the Applicants would need to know what the requirements are.

Mr. Shulman referred to Section 236-2 of the Code. The subdivision regulation shall be considered the minimum requirements for the protection of public health, safety and welfare. He did not think that getting more specific with the Surety Agreement would be contrary to the Code. The Planning Commission should hold a special meeting in two weeks in order to provide an opportunity to work something out regarding default mechanisms for the flow of money if there is a problem. It would be circulated among the Planning Commission members before the next meeting, and approval could be done at the next meeting..

Mr. Gauger made a motion, seconded by Mr. Francis Markert to move to final approval. The motion and second were deferred until after further discussion.

Mr. Shulman said that the City is not a party to the Surety Agreement. Attorney Patchell said that under the laws of third party beneficiary, the City is named in the Surety Agreement that the money will be held for the use and benefit of the Building and Licensing Department. Under the legal principles of third party beneficiary, all parties know that the City is identified as a third party beneficiary; and therefore the City would have legal standing in any court action. City Solicitor Mandalas said that the City has legal standing to enforce the agreement. Any mechanism that is written in the Surety Agreement will be subject to litigation. Rather than conditioning the final approval, a final approval can be granted and the building permit can be conditioned until some other condition has been satisfied. The Planning Commission could

consider conditioning a building permit on a revised Surety Agreement. Mr. Shulman said that this is really a question of access to the money to make a change that the Building Inspector thinks needs to be done. City Solicitor Mandalas commented that the mechanism on the Surety Agreement is that if the Building Inspector in her sole discretion says the Applicants did not do what they were supposed to do, the bonding company is supposed to release the money. Mr. Shulman read the last three lines of the Surety Agreement which says that the condition of this obligation is such that if the developer, who is responsible for construction of the streets, internal roads, alleys, driveways, aisles, and parking areas; street name signs; walkways; edge support, street lighting; shade trees; grading, fill, topsoil and protection thereof; buffer zone planting; culverts and storm sewers; sanitary sewers; water provisions; and the mitigation of protected trees, as identified in Exhibit 1 of the Resolution in the subdivision know as Oak Grove at the Beach, completes said construction in accordance with said Major Subdivision Application No. 0708-05 and in accordance with the approved engineering plans prepared by George, Miles & Buhr, LLC within the sole discretion of the Building and Licensing Department, then this obligation shall be void and of no effect, or else shall be and remain in full force and effect until said construction work is accepted by the Building and Licensing Department.

Mr. Mellen said that after realizing it is common practice in the State of Delaware to grant final approval of a major subdivision before the infrastructure is put in place, he raised questions as to what happens if the project is not done the way it was designed to be done, it is not done correctly, and what happens if the project is done like the entrance on Rehoboth Avenue at Church Street where a developer only did a partial infrastructure and did not complete the work. He asked if there is a mechanism to bring that property back to a neutral situation. All of these questions the City Code should be addressing. The Planning Commission should address these issues or request the Board of Commissioners to address.

Attorney Patchell noted that in regard to the Conditions in Section 1, many of them refer to the particular terms being recorded whether it be in a Declaration, Conservation Easement, etc. In addition, there are certain requirements in the Resolution itself that state some of the terms must be written into any Deed conveying any lot. The Resolution itself will be recorded among the public land records in the Office of Recorder of Deed for Sussex County and can be recorded at the same as the Plot Plan, Declaration and Conservation Easement. This will give constructive notice to the public at large of what the conditions are. In the Resolution, it requires that any construction drawings have all the terms on them that are in the Resolution which require approval such as the tree preservation techniques, etc.

Mr. Gauger reintroduced his motion, seconded by Mr. Markert to move to final approval. (Shulman – nay. If he was the City and was concerned about something being done right, he would favor an agreement which basically says to him that even though it is determined that this was done improperly, it needs to be corrected; and if you want to make it right, you need to sue somebody and get it. Mr. Shulman did not think that it is a Code matter. The Planning Commission imposed so many conditions in this situation that go way beyond the specifics of the Code. The Planning Commission is at the end of three years, and he did not know why no one was interested in waiting two more weeks to try to get a surety agreement that he thought would really protect the City's funds. At a time when the City is raising meter fees, etc. to collect money, here the Planning Commission is looking at a $375,000.00 potential exposure as if it is not the City's money. Mr. Shulman trusts the Applicants. If the Planning Commission had the time and in a couple of weeks the Applicants would come back and do the right thing, otherwise he cannot approve this. Gauger – aye, for the reasons stated by Mrs. Konesey and Mr. Gossett. Mellen – aye. Littleton – aye. He endorsed what was said by Mr. Spies, Mr. Markert, Mr. Gossett and Mrs. Konesey. He had gone to the City a number of times since doing the Preliminary Review with the same question of whether the City is adequately protected. The City has a Code that needs to be fixed up. Spies – aye, for the reasons stated by Mrs. Konesey and Mr. Gossett. Markert – aye. He commended the Applicants for being guinea pigs in this process to a certain degree. He echoed the other comments that the Planning Commission needs to make improvements to the Code and to its process to try to streamline the process. Gossett – aye. This has been a very long and arduous process for both sides of the table, but he looked at it as an opportunity and learning experience for both sides. He hoped that both would take advantage of what has been looked at for the past three years and apply it to future subdivisions that will come before the Planning Commission, which there will be; and that the Commissioners and others work towards a smoother process, a more mechanical process to work through. Konesey – aye. She did not think that the Planning Commission should ever have this come before it again without the Code being changed to reflect what needs to be done. This needs to be brought to the attention of the City Commissioners, and she felt uncomfortable about it because the City has been involved in lawsuits more times than it would like to be. If this does not proceed smoothly, people will not get mortgages.) Motion carried.

After a short break beginning at 7:53 p.m., the Planning Commission resumed its meeting at 8:07 p.m.

Chairman Littleton called for the continuation of the Public Hearing of amended Partitioning Application No. 0710-02 requesting the partitioning of a property located at 2 St. Lawrence Street designated as Lot Nos. 22, 23, 24, 25, 26, 27 & 28, Block 33, as shown on a plot of lots of Rehoboth Heights, said plot being of record in the Office of Recorder of Deeds, in and for Sussex County, in Deed Book No. 264 at Page No. 410 and also any lands lying between the property known as Lot Nos. 25, 26, 27, & 28, Block 33, Rehoboth Heights and the Atlantic Ocean in which the Applicant has an interest, into two (2) lots with Lot Nos. 22 & 23 becoming one (1) lot of 5,020 square feet, and a remaining lot of unknown size. The property is owned by 2 St. Lawrence Street LLC. The Partitioning has been requested by Chase T. Brockstedt, Esq. of the law firm Bifferato Gentilotti LLC, on behalf of the owners of the property. At the Planning Commission's November 12, 2010 Regular Meeting, in response to questions raised by the Commission about the ownership of portions of the lands claimed by the Applicant, the Applicant requested the Planning Commission to table this Application so that the Applicant could further research this issue. The Applicant, through its counsel, has timely submitted further information and requested that the Planning Commission continue the Public Hearing. The Planning Commission may continue its review of this Application and may take action on Partitioning Application No. 0710-02.

Chairman Littleton noted that at the last meeting, there was recognition on both the Applicant's and the Planning Commission's parts that there was dispute and questions about the land going towards the ocean. The consensus of the Planning Commission was that if the questions could be resolved regarding the land going eastward, there would be no problem with subdividing the existing platted land identified by lot numbers. The Applicant asked to table the Application with the understanding that he and his counsel were going to try to meet with City officials and do more research themselves to see if there is some resolution to clear up the question of the land going eastward. The meeting could not be set up until the date of the Planning Commission's submission deadline. Attorney Brockstedt had asked Chairman Littleton if they could have two days to provide the submission of materials, and Chairman Littleton had granted that request. The materials had been submitted, and the Applicant asked that the Planning Commission untable the Application and move to Public Hearing. The Planning Commission has before it everything that has been received.

Mr. Mellen made a motion, seconded by Mr. Gauger to bring back the Application from being tabled. Motion carried unanimously.

Mr. Chase T. Brockstedt, Esq. of the law firm Bifferato Gentilotti LLC represented 2 St. Lawrence Street LLC and give his presentation. On November 12, 2010, the Application was tabled. It was Attorney Brockstedt's understanding that the only issue remaining was the disputed ownership of the land to east. Basically the Applicant was told that until there is a determination made with regard to the ownership of this land, the Planning Commission could not vote. The idea of the meeting with City Solicitor Mandalas and Mayor Samuel Cooper was to obtain their feedback and make any additions to what would be ultimately submitted to the Planning Commission based on that meeting. That meeting took place on the day everything was due to the Planning Commission. The issue that was raised in the original hearing and with regard to the original Application the Planning Commission received which included a survey, tree survey, tree preservation plan and a proposed subdivision plan, was that there is land which was identified to the east of the plotted lots. Mr. Richard Harris of 2 St. Lawrence Street LLC and Attorney Brockstedt have been referencing that as land seaward of the plotted lots. The lots on the survey are Lots 22, 23, 24, 25, 26, 27 & 28 and the extension of land to the east of that which is zoned O-1. The question is who has the ownership of that land. A tremendous amount of research has been done. Multiple full title searches have been done going back as far as possible with regard to 1 Queen Street, St. Lawrence Street, 1 Stockley Street and other properties in the City to understand what happened. In addition to that, Mr. Harris went to Public Archives in Dover, DE, and was able to have copied the 1876 map which is in the booklet provided to the Planning Commission. Multiple Freedom of Information Act (FOIA) requests have been submitted to the City for 1 Queen Street, 2 St. Lawrence Street and 1 Stockley Street. The information requested included Building and Licensing documents, Planning Commission and Board of Adjustment, and the City's tax records which the City readily provided. The City's recordkeeping is not in such a way where correspondence and other documents can be searched based on property location, etc. Documents were provided by the County by way of the Recorder of Deeds. The conclusion the Applicant has reached is that there exists an extension of land seaward of the plotted lots, extending out 150 feet to the east. In conclusion, 2 St. Lawrence Street LLC is the fee simple owner of that land. The information being presented to the Planning Commission tonight is what is believed to be substantial and conclusive evidence that this is a fact.

Mr. Richard Harris took the Planning Commission through the chain of title. He provided two scenarios that arrive at the same conclusion which is that the extra 150 feet of land to the east is owned by 2 St. Lawrence Street LLC. The original deed, dated October 1, 1926, went to Thomas Clarence Marshall from the Rehoboth Heights Development Company. The property he received was the numbered lots at 2 St. Lawrence Street and

the 100 feet x 150 feet parcel seaward of those lots. In the original deed, the property included all of Block 55 as laid out on the plot adopted by Rehoboth Association on May 3, 1876. In 1931, Thomas Clarence Marshall deeded the land Aleeta B. Dick. It came back from Aleeta B. Dick to Thomas Clarence Marshall and his wife, Ester S. Marshall which was a straw transaction. In that deed, certain lot numbers were referred to which were a reference which is essentially what has become adopted as the current R-1 zoning. They are the lot numbers known today. In 1969, Thomas Clarence Marshall died. Following that, Ester Marshall deeded to J. Robert Harris, Jr., Lots 22-28, Block 33, Rehoboth Heights and the right title and interest in the land between Lots 25-28 which are the oceanfront lots in Block 33. J. Robert Harris, Jr. deeded that same property to himself and Kathryn B. Harris. The Will of Thomas Clarence Marshall dated April 22, 1969 provided in Item XII that the remainder of his residuary Estate passed to his som Thomas C. Marshall, Jr. In 1983, there was a deed from Thomas C. Marshall, Jr. to J. Robert Harris, Jr. and Kathryn B. Harris. That was a quitclaim deed which conveyed all right, title and interest in land between Lots 25-28, Block 33, Rehoboth Heights and the Atlantic Ocean. The property had been owned by J. Robert Harris, Jr. and Kathryn B. Harris, parents of the Applicant. After Kathryn B. Harris passed away, J. Robert Harris, Jr. put the property in the J. Robert Harris, Jr. Revocable Trust. Upon his death, the Applicant and his brother became the Co-Trustees. It was passed from there to J. Robert Harris III, Richard T. Harris, Jannette H. Crespo and Susan H. McHugh, the four beneficiaries. The four beneficiaries placed it in 2 St. Lawrence Street LLC.

Attorney Brockstedt noted that this document and analysis resulted from multiple title searches for 1 Queen Street and 2 St. Lawrence Street because they both flowed from the same Deed. The question was raised with the City which is if the City has made a formal claim of ownership. While that question was pending, they attempted to do FOIA requests. Mr. Harris had found some of his parents' and father's belongings which contained certain correspondence identified as ownership documents which had been provided to the Planning Commission in February 2011. The package the Planning Commission has been provided contained correspondence originating with the City going to Mr. & Mrs. Harris, correspondence drafted by the then City Solicitor on March 6, 1987, documentation from DNREC, documentation from other property owners along the Boardwalk and the beach to the City or DNREC. The Planning Commission has been provided with ample information which suggests that these lands, particularly the land to the east was held by private ownership which in this case was Mr. & Mrs. Harris. The point was to provide the Planning Commission with all of the evidence they could unearth relating to ownership.

Applicant Exhibit A – Cover Letter dated February 15, 2011 and received on February 15, 2011 from Attorney Brockstedt to the Planning Commission including the following documents:

1. Document identifying the chain of title for 2 St. Lawrence Street.
2. Miscellaneous correspondence and memoranda with references to the land at issue.
    A. Letter dated January 22, 1987 from City Manager Gregory Ferrese to J.R. Harris, Jr. and Kathryn.
    B. Letter dated January 16, 1987 from N. Maxson Terry, Jr., Esq. of the law firm Terry, Jackson, Terry & Wright P.A. to Gregory Ferrese.
    C. Letter dated February 13, 1987 from Maurice A. Hartnett III to Anthony P. Pratt, Director, Beach Regulations Administrator, Division of Soil and Water Conservation, Department of Natural Resources and Environmental Control.
    D. Letter dated February 26, 1987 from City Manager Gregory Ferrese to J.R. Harris, Jr and Kathryn.
    E. Letter dated March 6, 1987 from Nicholas H. Rodriguez, Esq. of the law firm Schmittinger and Rodriguez P.A. to Mr. and Mrs. J. Robert Harris, Jr.
    F. Letter and Footnotes dated February 27, 1987 from Nicholas H. Rodriguez, Esq. of the law firm Schmittinger and Rodriguez P.A. to Mr. Anthony P. Pratt, Beach Regulations Admninistrator, Division of Soil and Water Conservation.
    G. Letter dated March 13, 1987 from Robert D. Henry, Manager, Beach Preservation Section to Mr. Gregory Ferrese.
    H. Letter dated March 17, 1987 and copy of License Agreement from J. Everett Moore, Jr., Esq. of the law firm Moore and Hitchens, P.A. to Louis J. Capano, Jr., PO Box 294, Wilmington, DE
    I. Letter dated November 21, 1988 and copy of License Agreement from City Manager Gregory Ferrese to J.R. Harris, Jr. and Kathryn.
    J. Letter dated January 25, 1989 from Assistant City Manager Martin D. Dusbiber to Mr. and Mrs. J.R. Harris, Jr.
    K. Letter dated January 13, 1989 and copy of License Agreement from Deputy Attorney General Jeanne L. Langdon to City Manager Gregory Ferrese.

L. Letter dated March 30, 1989 from Deputy Attorney General Jeanne L. Langdon to Mr. and Mrs. J.R. Harris, Jr.
M. Invoice paid May 19, 1989 by Philip Zaffere, Rt. 2, Box 146A, Trappe, MD to Charles E. Brohawn & Bros. Inc., PO Box 334, Cambridge, MD.
N. Invoice dated September 5, 1994 from Jack S. Phillips, 307 Bayview Avenue to Mr. Robert Harris.
O. Letter dated June 5, 1991 from Assistant City Manager Martin D. Dusbiber to J. Robert Harris, Jr.
P. Speed Message dated November 22, 1978 from Richard C. Mitchell, Jr. to Sussex County Assessment Office, Georgetown, DE.

3. Booklet of Maps containing:
   Tab 1 – Plot adopted May 3, 1876
   Tab 2 – Photocopy of 1876 Plot
   Tab 3 – Current Google Map
   Tab 4 – Current Tax Map
   Tab 5 – 1876 Plot with Tax Map Overlay
   Tab 6 – 1876 Plot with Google Map Overlay
4. Will and Certification of Thomas Clarence Marshall

Attorney Brockstedt noted that correspondence had been received from the City indicating that it was not making a formal claim of ownership which was contained in an email from City Solicitor Mandalas to him. In regard to the Booklet of Maps, Block 55 is shown on the photocopy of the 1876 map which was owned by Thomas Marshall. Block 55 is the block where 2 St. Lawrence Street exists. That block was laid out at 750 feet. In regard to the overlay of the City Zoning Map and the 1876 Plot, Block 33 which is the identification of what was Block 55, is 150 feet shorter. In regard to the overlay of the Google Map and the 1876 Plot, Block 33 stops short of where Block 55 ended. The footprint of Blocks 55 and 33 are different. Block 33 is only 600 feet long. When the blocks were re-identified from Block 55 to Block 33, it became shorter by 150 feet. The right title and interest which is identified in the current deeds that were made part of the original partitioning application is fee simple ownership of the land extending eastward 150 feet from the Lot Nos. 25-28 of Block 33. The chain of title supports that 2 St. Lawrence Street LLC has fee simple ownership which is supported by the City's own belief. The maps confirm ownership of the land. The County Tax Map, DNREC and the Zoning Code support the Applicant's position. The Zoning Code clearly indicates that land zoned O-1 does not apply to City owned land. The 150 feet of land to the east is zoned O-1. It is for all those reasons that the Applicant thinks there is not only conclusive ownership but for purposes of this hearing, certain substantial evidence in the record which suggests that 2 St. Lawrence Street LLC owns land 150 feet seaward of the numbered lots.

Applicant Exhibit B – Survey dated July 10, 2011 and revised July 25, 2001 prepared by Wingate & Eschenbach for Bryce M. Lingo on Lots 31 & 32, Block 37 and the easterly 150 feet extension thereof (at 50 feet wide) being part of Block 59 of Rehoboth Association

Attorney Brocksted presented a survey prepared for Bryce Lingo in regard to 1 Stockley Street. Before the owner of 1 Stockley Street could request a partitioning, the owner was required to go to the Board of Adjustment. This survey was used for the Board of Adjustment hearing and ultimately was used as part of the partitioning application as well. The survey identifies King Charles Avenue and the western boundary of 1 Stockley Street 500 feet to the east. The lot size is 100 feet from west to east with the proposed renovated dwelling to be moved to the site. The additional land is 150 feet seaward of that lot which identified as part of Block 59 which is a reference back to the 1876 map. This survey and the substance of it were accepted by the Board of Adjustment and ultimately the Planning Commission, and the partitioning was granted. When the blocks were renamed, 150 feet was left off. That additional 150 feet was never conveyed away from anything in the chain of title for 2 St. Lawrence Street. The partitioning application for Stockley Street case noted that that land extending 150 feet to the east could not be used in any calculations which is the exact same representation the Applicant has made in this case. This Application is seeking to partition 2 St. Lawrence Street into two (2) lots, one lot being 50 feet x 100 feet and 5,000 square feet, and the other being the remnant lot. Attorney Brockstedt presented the Division Survey Plan which he had received on March 9, 2011. This survey is similar to the survey of Stockley Street which is one proposed lot of 5,000 square feet and what is being called the remnant area east of the proposed lot which is consists of Lots 24, 25, 26, 27 & 28. It definitively identifies what the right title and interest to the east is which is extending out 150 feet. This returns Block 33 to what it originally was plotted in 1876 as a 750 foot block. The only difference between this survey and the document which had been submitted in the beginning was the property line extended eastward to the

mean low water line because it was undefined; and now the right title and interest has been specifically defined in the land to the east as ending at 150 feet.

Applicant Exhibit C – Division Survey Plan dated June 24, 2010 and revised March 8, 2011.

City Solicitor Mandalas acknowledged that the City has not made an affirmative representation that it disputes ownership or is seeking to obtain ownership. He read his email to Attorney Brockstedt. The City has not formally claimed ownership of the land at issue. Instead there has been a question raised by the Planning Commission concerning ownership of the land. The Planning Commission's position is that it does not have authority to grant a partitioning when the applicant has not demonstrated conclusive ownership of all the land to be partitioned.

Attorney Brockstedt noted that the prior City Solicitor believed that Mr. Harris owned the property.

Mr. Harris said that the bulk of the documents dealt with the DNREC easement. There had been a large push by the City to have all owners of the properties to sign the easement. There was never anything where the City said the land belonged to it. Mrs. Konesey's understanding was that with DNREC and the City, it was a lot easier to just let everyone assume whatever they wanted to assume because they needed the signatures to go with the project to get the beach replenished, and they were not going to go to court with anybody. They just wanted to get it done. It was her understanding that the City sent out letters blanketing the property along the Boardwalk.

Mr. Spies noted that in regard to the Horsey property at 1 Stockley Street, they had deeds going back to 1912, 1914 or possibly prior to that claiming they owned the land out to the ocean or at least beyond the Boardwalk. In this case, there is no mention of that claim until the 1971 deed. That was the first time any reference was made to the right title and interest in the lands between Lots 25-28 and the Atlantic Ocean. Mr. Harris said that the property which was acquired by Thomas Clarence Marshall was Block 55 in its entirety. The now numbered Lots 22-28 did not go to the end of the old Block 55. Thomas Clarence Marshall owned the land between Lots 22-28 and eastern line of Block 55. The distance between those numbered lots and the eastern end of Block 55 was 150 feet. Through the Chain of Title, that end of Block 55 is now owned by 2 St. Lawrence Street LLC. The 150 feet corresponds to the same distances on the survey for 1 Stockley Street which is a reference to the 600 feet of the current numbered lot. The 150 feet is shown as a throwback to Block 59 from the 1876 map. Thomas Clarence Marshall owned the 150 feet extending eastward originally, and it ended up being owned by 2 St. Lawrence Street LLC.

Mr. Shulman referred to the letter dated January 16, 1987 from N. Maxson Terry, Jr., Esq. of the law firm Terry, Jackson, Terry & Wright P.A. to Gregory Ferrese, which talks about the sand project and that the Department of Natural Resources would not issue a permit unless the property owners consented. Some of the people who have houses in South Rehoboth which front on the Boardwalk have deeds that actually call for their lines to be out in the beach area east of the Boardwalk. This land is zoned as open space, and no one has paid taxes on it. Since some people who own property abutting the Boardwalk have record title to portions of the beach lying east of the Boardwalk, the Department of Natural Resources would not process a permit application as to that area without consent from those people. This letter was not specific as to which people owned land that goes to the Boardwalk or beyond. One and a half years later, there was a follow-up letter to the Harris' asking for them to sign the consent form.

Mr. Harris said that according to the Sussex County Tax Map, there are 17 properties south of Hickman Street that show ownership beyond another line. Not every property shows that; but the ones that do received the letter. One letter was specifically directed to his parents who were asked to sign it. The City needed their permission because it said that his parents owned the property, and the City needed it. Whatever the City's motive was in saying it owns the property is another subject. Title searches were done for 1 Queen Street, 2 St. Lawrence Street and 1 Stockley Street, and they are all consistent with the 1876 map and going 150 feet further to the east.

Mr. Shulman said that in regard to the various properties in various places, not everyone has claimed 150 feet. Some properties go to the Boardwalk, some go past the Boardwalk and some go down closer to the ocean. In regard to 1 Prospect Street, it had come before the Planning Commission for a partitioning. The same question came up about where the boundary line goes.

Mr. Harris acknowledged that the language in the deed dated September 15, 1983 is the language of a quitclaim deed. It conveys all right title and interest.

Mr. Mellen commented that the responsibility of the Planning Commission is not to solve this problem.

The Planning Commission can only make a decision based on the information it believes to be accurate. There is an apparent disparity between the 1876 plat and the 1924 plat recorded in 1927. He has been aware of the disparity between the 750 feet and the 600 feet since the Prospect Street partitioning. The 1876 plat calls for the first two blocks to be 750 feet long. Each block consisted of 13 lots with 50 feet widths. At the end of the block, there were 100 foot lots perpendicular to the 13 lots which resulted in approximately 750 feet. This held true in the first and second blocks. The 1927 plat and the current plat are somewhat different. A scaled drawing was presented of the first two blocks including the streets as described in the 1876 plat. A scaled drawing was presented that showed the current orientation of the first two blocks. The second block of St. Lawrence Street consists of twenty-five (25) lots, each at 25 feet wide. There are (2) 100 foot lots at each end which are perpendicular to the other lots. In the first block, there are sixteen (16) lots, each at 25 feet wide and (2) 100 foot lots at each end which are perpendicular to the other lots. Mr. Mellen believed that Mr. Marshall bought the blocks he said he had bought. There is no question there is a discrepancy between where the current plat lies and the 1876 map. The second block is longer than 750 feet because Bayard Avenue had shifted. Bayard Avenue and the 1876 version is essentially located where Bayard Avenue is currently located. There is less differential at the end of the Applicant's property and where Surf Avenue was on the 1876 plat. On both of the plats, Bayard Avenue is 80 feet wide. On the original plat, the second block was 750 feet long till it got out to King Charles Avenue; and on the current configuration, it is 825 feet long. On both the plats, King Charles Avenue is 80 feet wide. The first block is 600 feet long as indicated by the Applicant. The space from the original survey between the end of platted Lots 24-28 and the Boardwalk is 74 feet. Mr. Mellen reached a different conclusion that there is not much disparity in regard to the two blocks from the 1876 plat including the three streets to Surf Avenue. On the original plat the total is 1,660 feet from the western side of Bayard Avenue to Surf Avenue. On the current plat, the total is 1,585 feet. The difference is 75 feet. In looking at the second block and if the streets are aligned according to the Applicant's alignment, then Bayard Avenue would have to be in a different postion. Mr. Mellen believed Bayard Avenue is truly an extension of Second Street, and Bayard Avenue has always been located where it should be.

Mr. Harris said that when Block 55 in its entirety was deeded to Thomas Clarence Marshall, it was 750 feet long. Mr. Mellen said the conclusion one might come to is the lot plus the open space up to the Boardwalk and maybe a few feet into the Boardwalk, is probably what the Applicant owns. It is where the original block was located. The 1924 map was radically changed because the Rehoboth Beach Country Club had been deeded off which was before the annexation by the City. Thomas Clarence Marshall was deed 750 feet because it was deeded according to the 1876 map. There is no evidence that Mr. Harris has seen which proves that King Charles Avenue moved between 1876 and 1924. Mr. Mellen said that King Charles Avenue had to have moved because the current second block is 825 feet long.

Mr. Shulman said that 1 Stockley Street was purchased prior to the Rehoboth Heights Development Company, and there was a lawsuit between Mr. Horsey and the City where Mr. Horsey made a claim to the land going out towards the ocean prior to 2001. The claim was that the Boardwalk was trespassing on his land; and the City as part of the settlement of that lawsuit based on his deed going back to the early 1900's, actually agreed in the in the judge's order that the Horsey family owned into somewhere on the beach. By 2001, there had been a whole search on the original deed of the Horsey property which predated the Applicant's deed; and there actually was a lawsuit as part of a court order agreed that the Horsey family owned into the beach.

Mr. Harris said the current description of the Horsey property is that is was partitioned. There were four oceanfront lots, 25 feet x 100 feet and a 100 feet wide portion of land extending seaward 150 feet which corresponds to the 150 feet at the old Block 59. The Horsey property predates the Thomas Clarence Marshall deed. The only distinction between that deed and the current deed before the Planning Commission today is that there was one document filed. It was a version of the 1924 map, and there was no text that accompanied it. It starts to layout the streets in South Rehoboth. The next thing that happened in the timeline is that there was a deed from Rehoboth Heights Development Company to Thomas Clarence Marshall. The date of the deed is October 1, 1926 which deeded the entirety of Block 55 as laid out on the 1876 map. Block 55 was 200 feet wide x 750 feet in length. On December 4, 1926, the City voted on annexation. On April 12, 1927, the Marshall deed was recorded. On August 11, 1927, a revised 1924 map which shows ownership of an extensive portion of land by the Rehoboth Beach Country Club was filed. That is the map which accompanied the annexation. If it would have risen to the level, the offer of dedication of that map would have been revoked by subsequent actions because a substantial portion of the streets and avenues were in the area of the deed to the Rehoboth Beach Country Club; and that occurred before the annexation. The map was substantially changed; and the property was deeded to Thomas Clarence Marshall. It was property laid out on the 1876 map. There is no indication of who recorded the 1924 map. The Planning Commission would need to go back to the original deeds to Thomas Clarence Marshall which is where the Applicant's property came from, and deal with the

eastern end of Block 55. Unless that disappeared, the Applicant owns land which is 100 feet wide x 150 feet going eastward of that lot. When Mr. Harris and Attorney Brockstedt met with City Solicitor Mandalas and Mayor Cooper, they tried to describe what right title and interest they had; and they arrived at the 100 feet x 150 feet which was later confirmed through their analysis when discovering the Stockley Street property and reviewed Planning Commission data on that. After that meeting, Mr. Harris and Attorney Brockstedt discovered the Stockley Street property. That confirmed their conclusion.

Chairman Littleton commented that what Mr. Harris and Attorney Brockstedt have said is that there seems to be some logic that there is land owned outside of the numbered lots. Whatever land is beyond the eastward boundary is not the Applicant's land. The original Application referred to the land going to the ocean. Attorney Brockstedt said that the property was undefined at that point.

Mr. Harris said that the lines went from the numbered lots to the ocean because that was the only way the surveyor could draw it. The Applicant's endeavor was to have specificity as to what the land was. The residentially zoned lot currently is 600 feet in length, but the 150 feet was something that Marshall owned and was came down to 2 St. Lawrence Street LLC.

Chairman Littleton summarized that it was not until March 8, 2011 that 100 feet x 150 feet was confirmed. He did not think the members of the Planning Commission had heard from Attorney Brockstedt and the Applicant of the 150 feet prior to tonight. Chairman Littleton thought that there is a definitive line. He requested legal guidance from the City on how to proceed. The Planning Commission does not have the authority to set the line. Mr. Mellen's analysis and the Applicant's analysis does draw a line that differentiates at some point back to the ocean.

Attorney Brockstedt said that in assuming there will be a partitioning granted, the oceanfront lot will contain a legal description with an eastern boundary. The legal description will not contain some right title and interest to land beyond the eastern boundary line. It would identify the border.and the numbered lots.

Mr. Shulman acknowledged that the May 1924 map of Rehoboth Heights which was recorded on August 11, 1927, shows the first block as being 608 feet. The straw deeds from Marshall to Dick and then Dick back to Marshall did not refer to Block 55 as a whole because what was conveyed was actually only a portion of a block. That particular conveyance referred to the 1876 map but it referred to the specifically numbered lots. Those numbered lots did not exist on the 1876 map. They only existed on the 1924 map which was recorded in 1927. Marshall thought he was conveying from one end of the block to the other end, at least on the north side. He identified it by specific numbered lots, and they only add up to 600 feet, not 750 feet.

Mr. Harris said that the distinction between the original map in 1924 and the revised 1924 map is that the revised 1924 map became the map which was used in the annexation process and was recorded in August 1927. The original 1924 map showed plotted blocks, streets, etc. and included the land which was later conveyed to Rehoboth Beach Country Club. In that greater one, all the roads were wiped out so there was a dramatic change in the original 1924 map and the revised 1924 map. Between October 1, 1926 and August 1927, King Charles Street may have moved within that timeframe, if it moved at all.

Mr. Shulman said that what was conveyed was an area 150 feet less than the 750 feet. The conveyance to the City of Rehoboth on July 23, 1927 specifically says "…all the right title and interest of the party of the first part to the bed of the streets in such part of Rehoboth known as Rehoboth Heights, and now included within the corporate limits of the town of Rehoboth…" Mr. Harris said it is known that it is the 1926 map because that is when Thomas Clarence Marshall received the entirety of the block. Mr. Shulman said that a lot happened between 1924 when the map was prepared which enumerated the specific lots. For some reason one and a half years later, Marshall got a block with no mention of lots. Then the City did the annexation and later got rights and surface streets. Mr. Shulman did not know how that affected King Charles Avenue or Surf Avenue, or if it affected them at all. Then in 1931, Marshall deeded to Dick and then back to Dick specifically enumerated lots that only appear on the 1926 map.

Attorney Brockstedt said that Marshall owned all of Block 55 which is identified as Block 33. He suggested that Mr. Marshall knew that he had conveyed away what is not right and knew that this block now had numbers. Mr. Marshall should have known or been aware that what he was actually conveying was 150 feet less which was under the assumption that he knew he was conveying 150 feet less.

Mr. Shuman said that the 1926 deed makes reference to a block that is 750 feet long. There is no doubt when looking at the 1924 and the deed to Dick that the block is 150 feet less. It must have been intentional or gross negligence on Marshall's part not to know that a 150 foot length of block had disappeared.

Mr. Harris said the answer might be that whoever laid out the 1926 map laid out what was thought to be residentially developable lots. There are 17 properties total south of Hickman Street which show ownership of land beyond the residentially zoned lots. There was confusion created by the 1924 maps.

Mr. Shulman said that the Planning Commission considered 1 Prospect Street in late 2006 and early 2007. A thorough title search was done. One Prospect Street ended at the lot line. The owners said they only owned up to the demarcated numbered lot and did not own the land to the Boardwalk.

Chairman Littleton recommended that more knowledgeable people should meet to get a City position which could advise the Planning Commission on this matter.

Attorney Brockstedt said that the Applicant was happy with leaving the land undefined. The land to the east is not necessary. The square footage is not needed to divide the proposed lots. The Applicant has conceded the fact that the land is not developable and would not be used in any calculations, etc.

Chairman Littleton recommended to the Planning Commission to re-table this Application to the next meeting to get further information.

Mr. Shulman said that there are three potential position to take. 1. The Applicant is saying they have 150 feet east of the numbered lots. 2. Mr. Mellen has suggested that through his analysis, the land to the east is 75 feet and only goes to the Boardwalk. 3. The property ends at the numbered lots. Mr. Harris said that there is one more alternative which is that the Planning Commission can read the language as it is now quitclaim language and allow the partitioning. As was point out in the Planning Commission report on Stockley Street to the Board of Adjustment, the O-1 land really has no bearing on what is being done on the residential property.

Mrs. Konesey made a motion, seconded by Mr. Markert to table this Application.

Chairman Littleton will forward a letter to the Mayor and Commissioners regarding the struggle with this matter.

Mr. Harris will forward a copy of the map recorded in 1924 which plots the Country Club and lays out the streets.

(Shulman – nay, Gauger – nay, Mellen – aye., Littleton – aye, Spies – abstain, Markert – aye, Gossett – aye, Konesey – aye.) Motion carried.

Chairman Littleton called for the Building Inspector’s report.

There was nothing to report.

Chairman Littleton called for the City Solicitor’s report.

There was nothing to report.

Chairman Littleton called for the report, discussion and possible action concerning those activities or assignments taken at Regular or Workshop Meeting of the Mayor and Commissioners that directly relate to the Planning Commission.

There was nothing to report.

Chairman Littleton called for the report of any new subdivision applications that may have been submitted in the prior 28 days and the status of pending applications or requests.

Ms. Womack noted that one new subdivision application have been filed to date for a partitioning at 80 Kent Street.

Mrs. Konesey made a motion, seconded by Mr. Markert, to adjourn the meeting at 10:20 p.m..

RECORDED BY

____
(Ann M. Womack, City Secretary)

MINUTES APPROVED ON
JUNE 10, 2011

____
(Preston Littleton, Jr., Chairman)