

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL OF
THE STATE OF DELAWARE

BROWNFIELDS DEVELOPMENT AGREEMENT

This Brownfields Development Agreement ("Agreement" or "BDA") regarding the Jackson Pit Site (DE-0149) ("Site") is made and entered into pursuant to the Delaware Hazardous Substance Cleanup Act ("HSCA"), 7 Del. C. Chapter 91, by and between the Department of Natural Resources and Environmental Control ("DNREC") and Mid-Atlantic Community Partners, Inc. ("Brownfields Developer"), 1405 Foulk Road, Suite 100, Wilmington, Delaware 19803-2769 a Delaware non-profit corporation (collectively referred to as the "Parties"). The property that is the subject of this Agreement is located in Lewes and Rehoboth Hundred, Sussex County, Delaware, being tax parcel numbers 3-34-6.00-504.02, 3-34-6.00-504.03, 3-34-6.00-504.06, and 3-34-6.00-504.07 ("Property").

INTRODUCTION

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this BDA is to set forth a scope and schedule of activities at a certified brownfield to assess and respond to the actual, threatened, or perceived release of hazardous substances at the Site. In addition, this Agreement is intended to settle and resolve the potential liability of Brownfields Developer for the Existing Environmental Condition at the Site which might otherwise result under HSCA if and when Brownfields Developer becomes the owner and/or operator of the Property. By entering into this Agreement, the Parties acknowledge that Brownfields Developer will be afforded liability protection as set forth in 7 Del. C. § 9105(f) and § 9125 under the conditions specified therein.

I. BACKGROUND/FINDINGS

1. By letter from James Poling, Brownfields Administrator to Mr. Steven Potts, on behalf of Robino-Cottagedale, LLC dated January 29, 2009, attached as Exhibit 1a DNREC has determined that the Property is a certified brownfield as defined in 7 Del. C. § 9123(3). Additionally, by letter dated September 1, 2016, attached as Exhibit 1b, Ms. Melissa Leckie approved Mid-Atlantic Community Partners, Inc. as the Brownfields Developer for the Site.

2. CB Lewes LLC is the current owner of the Property.

3. Brownfields Developer is interested in conducting remedial actions and development activities at the Property.

4. Brownfields Developer's entry into this Agreement, and the actions undertaken by Brownfields Developer in accordance with the Agreement, do not constitute an admission of liability on the part of Brownfields Developer.

II. DEFINITIONS

5. Unless otherwise provided herein, terms used in this Agreement that are defined in HSCA or the Regulations Governing Hazardous Substance Cleanup ("Regulations") shall have the meaning ascribed to them in HSCA or the Regulations, including any amendments thereto, as of the date of this Agreement.

8. "Development Activities" means all construction and site preparation work that physically takes place on the Property involving structures or improvements of any kind, and all land disturbing activities including, but not limited to, digging, drilling, excavating, grading, clearing, earth moving, filling, or performing any subsurface work at the Site or an operable unit thereof. Development Activities do not include environmental investigations, planning, designing, or engineering work related to the Property or any physical activity performed off the Property in preparation for or related to construction or site preparation work that will occur on the Property.

9. "Existing Environmental Condition" means all known or discovered releases of hazardous substances which are found to be, or to have been, existing at or in the vicinity of the Site prior to Brownfields Developer's entry into this Agreement including those substances and conditions identified or set forth in the documents attached hereto as Exhibit 2.

12. "Final Plan of Remedial Action" ("Final Plan") means DNREC's written determination of the appropriate remedial action at the Site for the current or anticipated land use issued for the protection of public health, welfare and the environment in accordance with HSCA, the Regulations, and all applicable DNREC guidance, policies and procedures.

13. "Long-term Stewardship Activities" ("LTS Activities") mean activities involving the long-term management of environmental media at the Site that are necessary to protect human health and the environment. LTS Activities generally include the establishment and maintenance of physical and legal controls, implementation entities, authorities, accountability mechanisms, information and data management systems and/or resources that are necessary to ensure that the Site remains protective of public health or welfare and the environment. LTS Activities also include all operations and maintenance and monitoring activities, as approved or modified by DNREC, that are required or authorized by the Final Plan.

14. "The Parties" means DNREC and Brownfields Developer.

15. "Proposed Plan of Remedial Action" ("Proposed Plan") means a written plan, issued by the Department for public comment, describing the appropriate remedial action at the Site for the current or anticipated land use to protect public health, welfare or the environment.

16. "Property" shall mean the property located in Lewes and Rehoboth Hundred, encompassing approximately 18.33 acres, known as Sussex County tax parcel numbers 3-34-

6.00-504.02, 3-34-6.00-504.03, 3-34-6.00-504.06, and 3-34-6.00-504.07, as depicted generally on Exhibit 3.

17. "Remedial Action Work Plan" means the written description of remedial action requirements as set forth in the Final Plan of Remedial Action, as issued, approved, modified, or amended by DNREC, to be performed at the Site, or any operable unit thereof, to implement the Final Plan to address the release of hazardous substances. There may be more than one Remedial Action Work Plan if there are multiple operable units on the Site, or if the work proceeds in a phased approach.

18. "Site" means the Property and all other areas where hazardous substances released at or from the Property have migrated to or otherwise come to be located, and is known as the Jackson Pit Site (DE-0149).

19. "Site Use Activities" means all physical use of the Property for industrial, commercial, residential, agricultural or recreational activities.

III. GENERAL PROVISIONS AND PROCEDURES FOR REMEDIAL WORK

20. It is the intent of the Parties that Brownfields Developer be able to conduct remedial actions and/or Development Activities in accordance with this Agreement and all applicable work plans and the Final Plan without becoming liable pursuant to HSCA for any Existing Environmental Condition at the Site. In furtherance thereof, the Parties acknowledge that all remedial actions and Development Activities on the Property undertaken by Brownfields Developer must be performed in accordance with this Agreement, all applicable work plans and the Final Plan (including any amendments and/or modifications to said documents).

21. Development Activities are permitted on the Site provided they conform to the conditions and requirements of the Final Plan and any applicable Contaminated Materials Management Plan approved by DNREC, and do not otherwise violate the provisions of this Agreement.

22. Upon obtaining DNREC's approval to begin Development Activities, if Brownfields Developer proceeds with development of the Property, or any portion thereof, it will perform the Development Activities in accordance with all applicable work plans and the Final Plan. In addition, Brownfields Developer agrees to reimburse DNREC's Oversight Costs in accordance with Section VII of this Agreement and DNREC's HSCA Policy on Brownfields Grants and the Brownfields Grant Eligible Expenses Guidance.

25. If Brownfields Developer undertakes Development Activities on a portion of the Property, or begins, but then halts Development Activities on some portion or portions of the Property, it shall not be required to implement any applicable work plans or undertake remedial actions set forth in the Final Plan on those portions of the Property upon which Development Activities were not begun or were halted. In such a case, Brownfields Developer shall continue to receive liability protection consistent with the provisions of 7 Del. C. § 9125 and this Agreement; provided, however, as to those portions of the Property upon which Development

Activities were begun but then halted, Brownfields Developer shall mitigate any exacerbation of any Existing Environmental Condition, and shall remediate any new releases of hazardous substances or any imminent threats of new releases that are not an Existing Environmental Condition that may have resulted from the Development Activities. For the purpose of this Paragraph, the mitigation of any exacerbation of any Existing Environmental Condition shall be considered accomplished if that portion of the Property has been returned to substantially the same condition as existed prior to the beginning of the Development Activities thereon.

26. Upon completion of all remedial actions and any Development Activities at the Site, or any operable unit thereof, and upon written application to DNREC by Brownfields Developer, DNREC will issue a Certification of Completion of Remedy ("COCR") for the Site, or the applicable operable unit, provided that all of the required work has been satisfactorily performed and completed in compliance with the requirements of 7 Del. C. § 9108 and § 13.1 of the Regulations. Upon issuance of the COCR, Brownfields Developer will receive liability protection consistent with the provisions of 7 Del. C. § 9125 and § 9105(f). DNREC reserves the right to withhold issuance of a COCR until all Oversight Costs are paid as required in Section VII of this Agreement.

27. If Brownfields Developer knowingly violates any terms of this Agreement, it shall be liable for all litigation and enforcement costs incurred by DNREC in its efforts to obtain compliance. Further, DNREC may, in its sole discretion, revoke this Agreement, require Brownfield Developer to reimburse any funds provided to it by DNREC pursuant to Section VII of this Agreement, and take any additional actions DNREC deems necessary to protect public health, welfare or the environment.

DNREC and Brownfields Developer acknowledge that, in order to protect public health, welfare or the environment, DNREC may require modification or amendment of the Remedial Action Work Plan and/or the Final Plan as a result of obtaining new information regarding the environmental condition of the Site, or as the result of changes to the planned Development Activities. Any such required modifications or amendments will be implemented in accordance with HSCA, the Regulations, all applicable DNREC guidance, policies, and procedures and this Agreement. In the event the newly discovered information causes DNREC to amend the applicable plan or plans to require that additional work be performed, Brownfields Developer is not obligated to undertake such additional work. If Brownfields Developer chooses not to undertake the additional work, however, DNREC may modify or suspend further Development Activities if it determines that it is necessary to do so in order to protect public health, welfare or the environment.

V. DEVELOPMENT ACTIVITIES/REMEDIAL REQUIREMENTS

34. Brownfields Developer shall not conduct any remedy or Development Activities on the Site without DNREC's prior written approval. After Brownfields Developer takes title to or otherwise has a legal right to control activities on the Property, it shall use reasonable efforts to prevent other persons from conducting any Development Activities on the Property without

DNREC's prior written approval. In the event DNREC becomes aware of Development Activities occurring on the Property without its approval, it may order the activities to be halted immediately.

35. Brownfields Developer may proceed with Development Activities provided DNREC has determined that Brownfield Developer has adequately performed all remedial actions as specified in any Contaminated Materials Management Plan, the Remedial Action Work Plan and the Final Plan for the Site, and that such Development Activities will not pose a threat to public health, welfare or the environment, will not cause an exacerbation of the Existing Environmental Condition, will not cause or threaten to cause a new release, and will not interfere with any actual or potential remedies performed or to be performed at the Site. If it determines that Brownfields Developer has not performed or complied with any of the remedial action requirements at the Site, DNREC shall have the right to modify or suspend the Development Activities. Before requiring Brownfields Developer to modify or suspend the Development Activities, DNREC will provide written notice of the non-performance or non-compliance and allow Brownfields Developer ten (10) days to cure the same unless, in its sole discretion, DNREC determines that such non-performance or non-compliance presents an increased risk to public health, welfare or the environment, in which case DNREC may require that the Development Activities be modified or suspended immediately.

36. Brownfields Developer shall comply with any land use restrictions established or imposed in connection with the remedy at the Site, and, to the extent it may reasonably do so, it shall require others to comply with any such restrictions.

37. Brownfields Developer shall not impede or interfere with the effectiveness or integrity of any institutional controls employed at the Site in connection with any remedy, and, to the extent it may reasonably do so, it shall prohibit others from impeding or interfering with any such institutional controls.

38. Brownfields Developer is responsible for conducting all LTS Activities at the Site and shall remain responsible for such LTS Activities unless and until DNREC approves the transfer of such responsibility pursuant to Section XV of this Agreement.

VI. SITE USE ACTIVITIES

39. Brownfields Developer shall not engage in any industrial, commercial, residential, agricultural, or recreational activities on the Site prior to DNREC's issuance of a COCR. In the event the Site has been divided into operable units and DNREC has issued a COCR with respect to a particular operable unit, then such use activities shall be permitted on the portion of the Site that is within the operable unit, provided that such activities do not interfere with any remedy being conducted on any other portion of the Site.

VII. REIMBURSEMENT/PAYMENT OF COSTS

40. As of May 16, 2017, Brownfields Developer may be eligible for reimbursement from DNREC for remedial costs up to a maximum of \$402,238.36 (four-hundred and two

thousand, two hundred and thirty-eight dollars and thirty-six cents). The first \$277,238.36 (two hundred and seventy-seven thousand, two hundred and thirty-eight dollars and thirty-six cents) is reimbursed on a dollar for dollar basis and the remaining \$125,000.00 (one hundred and twenty-five thousand dollars) is reimbursed on a fifty cents to the dollar basis. Any reimbursement of remedial costs pursuant to this Section is conditioned as follows: (1) compliance with the terms and conditions of this Agreement by Brownfields Developer; (2) the availability of funds designated to the Brownfields Development Program during any given fiscal year which may be limited based on funding restrictions; and (3) reimbursement shall be determined in accordance with DNREC's HSCA Policy on Brownfields Grants, dated March 2015, including the Brownfields Grant Eligible Expenses Guidance, or any other applicable policy or procedure as determined by DNREC. Remedial cost statements will be sent by DNREC on a quarterly basis.

41. Brownfields Developer may use any reimbursement of its remedial costs granted by DNREC to offset DNREC Oversight Costs, which shall be accounted for in the same manner as other remedial costs (*i.e.*, either dollar for dollar or fifty cents on the dollar).

42. After it has expended all of the cost reimbursement granted by DNREC pursuant to this Section, Brownfields Developer is responsible for payment of all other DNREC Oversight Costs. DNREC will send Brownfields Developer cost statements identifying any Oversight Costs that are subject to repayment.

43. For purposes of this Agreement, Oversight Costs may include, but are not limited to, costs: incurred by DNREC in preparing this Agreement; in overseeing Brownfields Developer's implementation of the requirements of this Agreement; in performing activities at the Site relating to the implementation of a remedy pursuant to this Agreement; and, in providing Site related public information, conducting community relations, holding public hearings or otherwise complying with public notice and comment requirements under HSCA, the Regulations or other applicable laws or regulations. Oversight Costs shall also include all direct and indirect costs, including but not limited to, time and travel costs of DNREC personnel, and associated indirect costs, contractor costs, including legal costs, costs of compliance monitoring, collection and analysis of split samples, Site visits, inspection of field activities, review and approval or disapproval of reports and work plans, and preparation of Proposed and Final Plans.

44. If Brownfields Developer fails to implement any institutional controls at the Site required by the Final Plan, it shall reimburse DNREC for all costs DNREC incurred in establishing or reestablishing such institutional controls.

45. Brownfields Developer agrees to pay the costs incurred by DNREC in reviewing any requests for consent to assign or transfer the benefits conferred by this Agreement.

46. Any payments Brownfields Developer is required to make pursuant to this Section must be submitted to DNREC within ninety (90) days of the date of DNREC's cost statement. DNREC shall have the right to withhold approval of any report, work plan, Final Plan, Environmental Covenant or COCR for the Site if payment is not received within the required ninety (90) days. In the event Brownfields Developer has not made payment within one hundred and eighty (180) days, DNREC shall have the right to restrict all Development

Activities on the Site and to direct all of Brownfields Developer's employees, agents and contractors to stop all activities on or at the Site.

VIII. SITE ACCESS

47. Commencing upon the date that it acquires title to the Property, Brownfields Developer agrees to provide to DNREC, its authorized officers, employees, representatives, agents, and all other persons performing remedies under DNREC oversight, an irrevocable right of access to the Property at all reasonable times, as well as to any other area to which access is required for the implementation of remedies at the Site, provided access to such other areas is controlled by Brownfields Developer. This right of access is intended to permit DNREC's authorized personnel to perform and/or oversee remedies at the Site in accordance with applicable law. Unless an emergency situation or other extraordinary condition exists that poses an immediate risk to public health, welfare or the environment, DNREC agrees to provide reasonable notice to Brownfields Developer before accessing the Site.

48. Brownfields Developer shall require any assignee, successor-in-interest, lessee or sub-lessee of the Property, or a portion of the Property, to provide DNREC with the same irrevocable right of access that it is required to provide. Further, Brownfields Developer shall make such access a condition of any contractual agreement between it and any such assignee, successor-in-interest, lessee or sub-lessee.

49. Brownfields Developer shall ensure that a copy of this Agreement is provided to any current lessee or sub-lessee on the Property as of the effective date of this Agreement. Further, Brownfields Developer shall ensure that any subsequent lease, sublease, assignment or transfer of the Property or an interest in the Property includes a provision granting DNREC an irrevocable right of access and that any such lease, sublease, assignment or transfer complies with the provisions of this Agreement.

IX. DUE CARE/COOPERATION

50. Brownfields Developer shall exercise due care at the Site with respect to the Existing Environmental Condition and shall comply with all applicable local, state, and federal environmental laws and regulations pertaining to the Site. Brownfields Developer recognizes that the implementation of remedies at the Site may interfere with Brownfields Developer's use of the Property. DNREC agrees to use reasonable efforts to minimize any interference with Brownfields Developer's permissible operations while engaged in remedial activities on the Property.

51. Brownfields Developer agrees to cooperate fully with DNREC in the implementation of remedies at the Site and agrees that it will not interfere with such remedies. Consistent with its responsibilities under applicable law, Brownfields Developer shall comply with any request for information from DNREC or any administrative subpoena issued by DNREC in accordance with applicable law.

52. In the event Brownfields Developer becomes aware of any incident or occurrence that causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Site constituting an emergency situation or presenting an immediate threat to public health,

welfare or the environment, Brownfields Developer shall immediately take all appropriate actions to prevent, abate, or minimize such release or threat of release, and shall immediately notify DNREC of the facts and circumstances relating to the incident or occurrence.

X. CERTIFICATION

53. By entering into this Agreement, Brownfields Developer certifies that:

- a. to the best of its knowledge and belief, it has fully and accurately disclosed to DNREC all information known to it and all information in its possession or control or that of its members, officers, directors, managers, partners, employees, contractors or agents that relates in any way to:
 - (i) Brownfields Developer's eligibility and qualifications to enter into this Agreement;
 - (ii) the Existing Environmental Condition at the Site; and
 - (iii) any past release of hazardous substances, pollutants or contaminants at or from the Site.

The certification in this subparagraph a, however, shall not apply to information in the possession or control of a contractor that was generated pursuant to a contract with any person other than Brownfields Developer or other Affiliated Person(s) as described in subparagraph c. below.

- b. to the best of its knowledge and belief, it has not taken any actions, other than its due diligence of the Site for which it would be potentially liable for any release or imminent threat of release of hazardous substances at or from the Site pursuant to 7 Del. C. § 9105(a); and
- c. Brownfields Developer is not affiliated with any other person ("Affiliated Person") that is potentially liable pursuant to 7 Del. C. § 9105(a) for any release of hazardous substances at or from the Site through:
 - (i) any direct or indirect familial relationship to include spouse, domestic partner, parent, grandparent, brother, sister, son, son-in-law, daughter, daughter-in-law, grandson, granddaughter, step-parent, the parent, son or daughter of a son or daughter of the person's spouse or domestic partner, nephew, niece, aunt, uncle, brother-in-law, sister-in-law, grandparent-in-law or any relative or friend living in Brownfields Developer's household; or
 - (ii) any contractual, corporate, or financial relationship (other than a contractual, corporate, or financial relationship that is created by the instruments by which title to the Property is conveyed or

financed or by a contract for the sale of goods or services); or

- (iii) the result of a reorganization of a business entity that was potentially liable for a release of a hazardous substance.

54. If the information provided by Brownfields Developer pursuant to Paragraph 53 a. b. or c. is not materially accurate and complete, DNREC may declare this Agreement to be null and void as of the date of its execution and may take such other actions as may be available to it under applicable law.

XI. DNREC'S RELEASE AND COVENANT NOT TO SUE

55. Subject to the reservation of rights in Section XII below, DNREC releases and covenants not to sue or take any other civil or administrative action against Brownfields Developer with respect to the Existing Environmental Condition of the Site as of the date that this Agreement is executed by the Parties in accordance with the provisions of 7 Del. C. § 9123 and § 9125(a). This release includes without limitation, any claim of civil liability for reimbursement of DNREC's costs or for injunctive relief pertaining to the Existing Environmental Condition. In addition, DNREC releases and covenants not to sue or take any other civil or administrative action against Brownfields Developer for injury to, destruction of, or loss of natural resources or services, or the restoration or replacement of such natural resources or services arising from or related to the Existing Environmental Condition at the Site.

XII. RESERVATION OF RIGHTS

56. The release and covenant not to sue set forth in Section XI above does not pertain to any claims other than those expressly specified therein. DNREC expressly reserves all rights it may have against Brownfields Developer with respect to matters other than a claim of liability relating to the Existing Environmental Condition of the Site as of the date this Agreement is executed by the Parties, including, but not limited to:

- a. any claim based upon a failure by Brownfields Developer to meet a requirement of this Agreement;
- b. any claim of liability pursuant to 7 Del. C. § 9105(a) for actions of Brownfields Developer other than its activities at the Site related to the Existing Environmental Condition undertaken in compliance with the requirements of this Agreement;
- c. any claim of liability resulting from the exacerbation of the Existing Environmental Condition by Brownfields Developer, its successors, assignees, lessees or sub-lessees, excepting therefrom, any exacerbation resulting from activities of Brownfields Developer that were previously approved by DNREC pursuant to the terms of this Agreement, any applicable work plan or the Final Plan;

- d. any claim of liability resulting from the release or imminent threat of release of a hazardous substance, pollutant or contaminant, at the Site after the effective date of this Agreement, not within the definition of Existing Environmental Condition;
- e. any claim of liability resulting from criminal conduct; or
- f. any claim of liability for violations of local, state or federal law or regulations.

57. With respect to any claim or cause of action asserted by DNREC, Brownfields Developer shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable to the Existing Environmental Condition at the Site.

58. With respect to any claim or cause of action asserted by DNREC under Paragraph 56 c. or d. not involving a knowing violation of this Agreement, Brownfields Developer's liability shall be limited to performing such work as is necessary to abate any increased risk to public health, welfare or the environment arising from the actions of Brownfields Developer, its contractors or consultants or any "Released Person" as defined in Section XV below. Alternatively, Brownfields Developer may reimburse DNREC its costs in the event DNREC chooses to perform the work necessary to abate the increased risk. In the event of any other claim or cause of action by DNREC based upon non-compliance with the provisions of this Agreement and not involving a knowing violation, Brownfields Developer's liability shall be limited to performing the activity or obligation required by the Agreement, or, if applicable, reimbursing DNREC's costs if it performs the required activity or obligation. In no event shall Brownfields Developer be liable for a remedy at the Site, or for reimbursing DNREC's costs, except as expressly agreed to and set forth in this Agreement.

59. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, that DNREC or the State may have against any person, firm, company, corporation, partnership or other entity not a party to or a Released Person under this Agreement.

60. Nothing in this Agreement is intended to limit DNREC's right to undertake future remedies at the Site or to seek to compel a person other than a Released Person, as defined in Section XV below, to perform or pay for any remedies at the Site.

XIII. BROWNFIELDS DEVELOPER'S COVENANT NOT TO SUE

61. In consideration of DNREC's release and covenant not to sue in Section XI above, Brownfields Developer agrees not to assert any claims or causes of action against DNREC or its employees, agents or contractors related to this Agreement or to any expenses incurred, payments made, or work performed at the Site, or to seek any other costs, damages, or attorneys' fees arising out of any investigations, remedial work or Development Activities undertaken at, or related to, the Site, except as may be allowed pursuant to the express terms of any applicable loan, grant or financial assistance program administered by DNREC.

62. Notwithstanding the provisions of paragraph 61, Brownfields Developer reserves the right to assert any claim or cause of action against DNREC based solely upon the alleged negligent acts of DNREC and its employees; provided, however, Brownfields Developer agrees not to assert any claim or cause of action related to DNREC's oversight or approval of Brownfields Developer's plans or activities or DNREC's issuance or non-issuance of any work plans, Proposed Plan or Final Plan, that relate to the Existing Environmental Condition, and for which a statutory waiver of sovereign immunity is expressly provided.

63. Brownfields Developer shall indemnify the State of Delaware, its agencies, departments, employees, contractors and agents and hold them harmless from any and all claims or causes of action arising from or on account of acts or omissions of Brownfields Developer, its employees, contractors, consultants, agents, representatives or assignees, or any persons including, but not limited to, firms, corporations, subsidiaries, companies, partnerships, or other entities in carrying out activities under this Agreement; provided, however, that this indemnification provision shall not apply to any alleged negligent acts or omissions of the State of Delaware, its agencies, departments, employees or agents. The State of Delaware and any department, agency, employee or authorized representative thereof, shall not: (1) be included as a party to any contract entered into by Brownfields Developer for the purpose of carrying out any activities related to this Agreement; or (2) be named as additional insured with respect to any insurance policy obtained by Brownfields Developer, or any of its employees, contractors, consultants, agents or representatives, related in any way to any of the provisions of this Agreement or to the work, activities or other actions taken pursuant to this Agreement.

XIV. CONTRIBUTION PROTECTION

64. As provided by HSCA, the Parties agree that Brownfields Developer is entitled to protection from contribution actions or claims by other persons for matters addressed in this Agreement. The matters addressed in this Agreement include, without limitation: any remedy, remedial action, or other action taken to respond to, prevent, minimize, or mitigate harm or risk of harm to public health, welfare or the environment relating to the Existing Environmental Condition; remedial costs incurred or to be incurred by DNREC or any other person relating to the Existing Environmental Condition; and, natural resource damages, including without limitation, costs of pre-assessment actions, assessment, restoration, rehabilitation, replacement, mitigation, acquisition, compensation or loss of use relating to the Existing Environmental Condition.

XV. PARTIES BOUND/TRANSFER OF COVENANT

65. This Agreement shall apply to and be binding upon the State of Delaware and DNREC, and shall apply to and be binding upon Brownfields Developer, its officers, directors, members, partners and employees. Sections XI and XIV of this Agreement shall apply to Brownfields Developer, its subsidiaries and affiliates, and each of their respective officers, directors, members, partners, and employees, and to any successor, transferee, or assignee of Brownfields Developer, collectively "Released Persons", provided that such Released Persons

have not taken any actions for which they would be potentially liable for a release of hazardous substances pursuant to 7 Del. C. § 9105(a).

66. Each person executing this Agreement on behalf of a Party represents that he or she is fully authorized to enter into the Agreement and to legally bind such Party with respect to the terms, conditions, rights, benefits, protections and obligations contained herein.

67. Consistent with the provisions of this Agreement, all of the rights, benefits, protections and obligations conferred upon Brownfields Developer herein, may be assigned or transferred to any person with the prior written consent of DNREC in its sole discretion, which consent shall not be unreasonably withheld. In the event of an assignment or transfer of the Property (or an assignment or transfer of an interest in the Property) that is the subject of this Agreement, the assignor or transferor shall continue to be bound by all of the terms and conditions and subject to all the benefits of the Agreement unless otherwise agreed to by DNREC and the assignor or transferor. In such a case, the DNREC and the assignor or transferor shall execute a written assignment or transfer document identifying with specificity the nature and effect of the modifications to this Agreement resulting from the assignment or transfer of the Property (or an interest in the Property). Any terms of the Agreement that are unaffected by the assignment or transfer shall remain in full force and effect as to the Brownfields Developer.

68. Prior to or simultaneously with any assignment or transfer of the Property, the assignee or transferee must notify DNREC in writing, in a manner and form approved by DNREC, that it agrees to be bound by all of the terms and conditions of this Agreement. The failure of the assignee or transferee to provide such written acknowledgement will render Sections XI and XIV of the Agreement inapplicable to the assignee or transferee.

XVI. DISCLAIMER

69. This Agreement does not constitute any finding by DNREC relating to the risks to public health, welfare or the environment that may be posed by contamination at the Site, nor does it constitute any representation or affirmation by DNREC that the Site is fit for any particular purpose.

XVII. RECORDS RETENTION

70. Brownfields Developer agrees to retain, and if requested to make available to DNREC, certain records in either electronic or hard copy form for a minimum of ten (10) years from the date of the execution of this Agreement. Such records shall include the following: all business and operating records, contracts, Site studies, investigations, data, and other related materials pertaining to activities and operations conducted at the Site in connection with the use, disposal, remediation, generation, storage, or transport of hazardous substances; all records related to environmental conditions at the Site; and, all records related to any activities that could interfere with any remedy at the Site. Brownfields Developer further agrees that, if it intends to dispose of the records, it will provide DNREC with reasonable notice prior to the end of the ten

(10) year retention period, and shall permit DNREC to make copies of the records at DNREC's expense.

XVIII. NOTICE AND SUBMISSIONS

71. Unless otherwise agreed upon by the Parties, any written notice or other submissions required pursuant to the provisions of this Agreement shall be hand delivered or sent certified mail with return receipt requested, to the following:

DNREC-SIRS
391 Lukens Drive
New Castle, DE 19720
Attn: Lindsay Hall

Mid-Atlantic Community Partners, Inc.
1405 Foulk Road, Suite 100
Wilmington, Delaware 19803-2769

XIX. EFFECTIVE DATE

72. The effective date of this Agreement shall be the date it is fully executed by the Parties.

XX. PUBLIC COMMENT

73. Pursuant to 7 Del. C. § 9126, this Agreement is subject to a twenty-day public comment period. If requested, the DNREC Secretary shall conduct a public meeting to provide information regarding the proposed development project. Following the receipt of any public comments, DNREC may modify or withdraw its consent to this Agreement if facts are presented that establish that the Agreement fails to satisfy the requirements of HSCA and the Regulations.

XXI. LIST OF EXHIBITS

74. The following exhibits are attached hereto and incorporated herein by reference and are a part of this Agreement:

- a. Exhibit 1 means the letter from James Poling, Brownfields Administrator to Mr. Steven Potts, on behalf of Robino-Cottagedale, LLC dated January 29, 2009, attached hereto as Exhibit 1a
- b. Exhibit 2 means the list of documents identified and incorporated herein by reference.
- c. Exhibit 3 means the parcel map and the legal description of the Property.

XXII. COUNTERPARTS

75. This Agreement may be executed in multiple counterparts each of which shall be deemed an original but which together shall constitute one and the same instrument. An electronic signature may also constitute an original signature pursuant to 6 Del. C. c. 12A.

****SIGNATURE PAGE FOLLOWS****

IT IS SO AGREED:

Department of Natural Resources and Environmental Control

By: 

Timothy T. Ratsep, Administrator
Division of Waste and Hazardous Substances
Site Investigation and Restoration Section

Date: 05/24/2017

Mid-Atlantic Community Partners, Inc.

By: 

Jay Freebery
Secretary

Date: 5/25/17

KRB17029
DE 0149

Exhibit 1a



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL
DIVISION OF AIR AND WASTE MANAGEMENT
391 LUKENS DRIVE
NEW CASTLE, DELAWARE 19720-2774

WASTE MANAGEMENT SECTION
SITE INVESTIGATION &
RESTORATION BRANCH

TELEPHONE: (302) 386-2800
FAX: (302) 385-2601

January 29, 2009

Mr. Steven Potts
Robino-Cottagedale, LLC
102 Robino Court
Suite 301
Wilmington, Delaware 19804

**RE: Brownfield Certification and Funding Eligibility for the Former Jackson Pit
Property, DE-0149**

Dear Mr. Potts:

Based on review of your application for Brownfield Certification, please accept this letter as the Department of Natural Resources and Environmental Control's (DNREC's) official determination that the site known as the Former Jackson Pit property, consisting of parcel number 3-34-6.00-504.02, 3-34-6.00-504.03, 3-34-6.00-504.06 and 3-34-6.00-504.07, located at the 19000 Block of Beaver Dam Road, Lewes Delaware, qualifies as a Brownfield pursuant to the *Regulations Governing Hazardous Substance Cleanup*, Section 14.5, which includes requirements for information on current use and zoning and intended or proposed development plans (14.5(2)).

The Department has also determined that Robino-Cottagedale, LLC is an eligible party under the Brownfields grant program. I want to emphasize that, while certification as a brownfield may confer certain advantages to help with cleanup and redevelopment, it is not by itself a guarantee of entitlement to any funding from the State. Under this program, a private entity may be eligible for up to \$225,000.00 in grant money for approved investigative and remedial, and Department oversight costs pursuant to the *Hazardous Substance Cleanup Act Policy on Brownfield Grants*. For Robino-Cottagedale, LLC to receive Brownfield Grant funding you must first enter into a Brownfields Voluntary Cleanup Program Agreement.

Based on the information provided in your Brownfield Certification/Grant Funding application, the Department expects that allowable costs for your site will be paid on the basis that it meets the 'smart growth' principle of being in a Level 1 Investment area as prescribed by the Office of State Planning Coordination. Please keep in mind that grant funding is contingent on available funding.

The Department recognizes the vital role of cleanup funding in environmental restoration and redevelopment. It is also important to understand that funding is scarce and must be allocated in line with broader Departmental and State priorities.

Delaware's good nature depends on you!

Mr. Steven Potts
January 29, 2009
Page 2

If you should have any questions concerning this determination, please do not hesitate to contact me at (302) 395-2600. Thank you for participating in Delaware's Brownfield program.

Sincerely,



James M. Poling
Brownfields Administrator

JMP:shk
JMP09002.doc
DE 0149 II H 3

Enc: HSCA Policy on Brownfields Grants

pc: Sandra Kimbel, Administrative Specialist II
James M. Poling, Brownfields Administrator
Elizabeth LaSorte, Paralegal, SIRB (w/Copy of BFC App.)
Melissa Leckie, Management Analyst (w/copy of BFC App.)
Keith Brady, Esq., DAG
Saundra Miller, Accounting
Tim Ratsep, Program Manager
Lindsay Hall, Project Manager (w/copy of BFC App.)
Kevin Hansen, JCM Environmental Remediation

Exhibit 1b



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
& ENVIRONMENTAL CONTROL
DIVISION OF WASTE AND HAZARDOUS SUBSTANCES
391 LUKENS DRIVE
NEW CASTLE, DELAWARE 19720-2774

SITE INVESTIGATION &
RESTORATION BRANCH

TELEPHONE: (302) 395 - 2600
FAX NO.: (302) 395 - 2601

September 1, 2016

Mr. Jay Freeberry
Mid-Atlantic Community Partners
1405 Foulk Road, Suite 100
Wilmington, Delaware 19803

RE: Brownfield Certification and Funding Eligibility for the Jackson Pit, DE-0149

Dear Mr. Freeberry:

Based on review of Mid-Atlantic Community Partners application for Brownfield Certification, please accept this letter as the Department of Natural Resources and Environmental Control's (DNREC's) official determination that the site known as the Jackson Pit site, located within parcel 3-34-6.00-504.02, 3-34-6.00-504.03, 3-34-6.00-504.06, 3-34-6.00-504.07, located at the 19000 Block of Beaver Sam Road, Lewes Delaware, qualifies as a Brownfield pursuant to the *Regulations Governing Hazardous Substance Cleanup*, Section 3.4, which includes requirements for information on current use and zoning and intended or proposed development plans (3.4.3.1.2).

The Department has also determined that Mid-Atlantic Community Partners is an eligible party under the Brownfields grant program. I want to emphasize that, while certification as a brownfield may confer certain advantages to help with cleanup and redevelopment, it is not by itself a guarantee of entitlement to any funding from the State. This site has encumbered brownfield funds and is eligible for the remaining to \$377,642.80 in the 100% portion and \$125,000.00 in the 50% match portion in grant money for approved investigative and remedial, and Department oversight costs pursuant to the *Hazardous Substance Cleanup Act Policy on Brownfield Grants*. For Mid-Atlantic Community Partners to receive Brownfield Grant funding, it must first enter into a Brownfields Development Agreement (BDA) prior to taking title to the property and in accordance with public notice and comment provisions contained in 7 Del. C., § 9126(b).

Based on the information provided in Mid-Atlantic Community Partners Brownfield Certification/Grant Funding application, the Department expects that allowable costs for your site will be paid on the basis that it meets the 'smart growth' principle of being in either a Level 1 or 2 Investment area as prescribed by the Office of State Planning Coordination. **Please keep**

Delaware's good nature depends on you!

Printed on
Recycled Paper

Mr. Jay Freeberry
September 1, 2016
Page 2 of 2

in mind, grant funding is contingent on available funding. This is particularly true during periods in which the State, due to fiscal constraints, may limit or suspend funding. Additionally, please schedule a site visit with the Project Manager prior to submission of the Conceptual Site Model and Sampling and Analysis Plan, and prior to scheduling a Scoping Meeting.

If you should have any questions concerning this determination, please do not hesitate to contact me at (302) 395-2600. Thank you for participating in Delaware's Brownfield program.

Sincerely,



Melissa Leckie
Management Analyst II

MLL:tlw
MLL16178.doc
DE 0149 II H 3

Enclosure: HSCA Policy on Brownfields Grants

pc: Paul Will, Program Manager
Lindsay Hall, Project Manager (w/copy of BFC App.)
Elizabeth LaSorte, Paralegal, SIRS (w/copy of BFC App.)
Keith Brady, Esq., DAG (w/copy of BFC App.)
Sandra Kimbel, Administrative Specialist II
Karissa Hendershot, SIRS GIS (w/copy of BFC App.)
Jim Poling, Brownfield Coordinator
Accounting Department
Elizabeth Wolff, TMS (w/copy of BFC App.)
Neeraj Batta, Batta Environmental. (via email)

Exhibit 2

Jackson Pit - DE-0149

Document Link	<u>Description</u>	<u>Doc Type</u>	<u>Date</u>	<u>Author</u>
Link	Preliminary Assessment	SIRB REPORT	2/2/1986 12:00:00 PM	DNREC
Link	SITE VISIT SUMMARY REPORT	SIRB REPORT	10/7/1987 12:00:00 AM	NUS CORPORATION
Link	MEMO RE:SITE INSPECTION 12/07/87	MEMO	12/7/1987 12:00:00 AM	DAWN IOVEN
Link	MEMO RE:WELL CONTAMINATION 1/4/88	MEMO	1/4/1988 12:00:00 AM	BRAD SMITH
Link	SITE INSPECTION 9/2/88	SIRB REPORT	9/2/1988 12:00:00 AM	NUS CORPORATION
Link	SITE INSPECTION 9/2/88	SIRB REPORT	9/2/1988 12:00:00 AM	NUS CORPORATION
Link	Hazard Ranking Model Worksheet	SIRB REPORT	12/19/1989 12:00:00 PM	DNREC
Link	Well Completion Report	PERMITS	4/30/1990 12:00:00 AM	DNREC
Link	NEW LAW ARTICLE 7/1190	MISCELLANEOUS	7/11/1990 12:00:00 AM	MERRITT WALLICK
Link	Well Completion Report	PERMITS	4/3/1991 12:00:00 AM	DNREC
Link	SITE STATUS 11/5/93	SIRB LETTER	11/5/1993 12:00:00 AM	S N WILLIAMS
Link	Monitor/Observation Completion Report	SIRB REPORT	8/11/1995 12:00:00 AM	DNREC
Link	E-MAIL RE:FLUHARTY SITE	E-MAIL	9/29/1995 12:00:00 AM	RUSSEL DOLBEARE

Link	PROJECT UPDATE 1996	EXPENDITURES	1/1/1996 12:00:00 AM	ZSOLT HAVERLAND
Link	Well Permit Application	PERMITS	4/3/1996 12:00:00 AM	DNREC
Link	MEMO RE:INVESTIGATION&CLOSUR E OF THE FLUHARTY LAND	MEMO	4/26/1996 12:00:00 AM	JAMES SHORT
Link	Well Permit Application	PERMITS	6/20/1996 12:00:00 AM	DNREC
Link	FACILITY EVAL./ FLUHARTY 9/96	SIRB REPORT	9/1/1996 12:00:00 AM	ZSOLT HAVERLAND
Link	FE WORK PLAN 9/96	SIRB REPORT	9/1/1996 12:00:00 AM	DNREC
Link	FAX RE:DIRECTIONS	MISCELLANEOU S	9/25/1996 12:00:00 AM	ZSOLT HAVERLAND
Link	Mod Grid	SIRB REPORT	10/3/1996 12:00:00 AM	DNREC
Link	Monitor/Observation Completion Report	SIRB REPORT	10/6/1996 12:00:00 AM	DNREC
Link	Groundwater Semivolatile, Pesticide/PCB, and Volatile Data Validation	MEMO	12/5/1996 12:00:00 PM	DNREC
Link	LTR RE: BID PROPOSAL 12/10/96 (3)	EXPENDITURES	12/10/199 6 12:00:00 AM	ZSOLT HAVERLAND
Link	WELL MONITORING LOCATIONS	MISCELLANEOU S	1/28/1997 12:00:00 AM	SCOTT ENGINEERING
Link	CHAIN OF CUSTODY/ANALYSIS REQUEST	SIRB REPORT	2/28/1997 12:00:00 AM	KARL KALBACHER
Link	CHAIN OF CUSTODY/ANALYSIS REQUEST	SIRB REPORT	2/28/1997 12:00:00 AM	KARL KALBACHER
Link	Facility Evaluation Findings	SIRB REPORT	11/1/1997 12:00:00 PM	DNREC

Link	E-MAIL RE:EVALUATION REPORT 11/21/97	E-MAIL	11/21/1997 12:00:00 AM	ZSOLT HAVERLAND
Link	MEMO RE:TRANSFER OF OVERSIGHT 4/13/98	MEMO	4/13/1998 12:00:00 AM	ZSOLT HAVERLAND
Link	PROPOSED PLAN OF RA 10/02	SIRB REPORT	1/10/2002 12:00:00 AM	LHJ
Link	FAXES RE: JACKSON PIT	MISCELLANEOUS	3/19/2002 12:00:00 AM	MIKE APGAR
Link	FAXES RE: JACKSON PIT	MISCELLANEOUS	3/19/2002 12:00:00 AM	MIKE APGAR
Link	LTR: WELL SAMPLING RESULTS - 04/08/02	OTHER LETTER	4/8/2002 12:00:00 AM	JOE FARRELL
Link	ANALYTICAL RESULTS - 04/19/02	ANALYTICAL DATA	4/19/2002 12:00:00 AM	LANCASTER LABS
Link	SIRB LTR RE: FOIA REQUEST - 06/28/02	SIRB LETTER	6/28/2002 12:00:00 AM	LINDSAY HALL
Link	JACKSON PIT INFORMATION REQUEST 6/28/02	SIRB LETTER	6/28/2002 12:00:00 AM	LINDSAY HALL
Link	RPT RE: WELL SAMPLING & TEST PITS - 08/02	CONSULTANT REPORT	8/14/2002 12:00:00 AM	JOE MCAFEE
Link	LTR: WELL SAMPLING & TEST PITS - 08/14/02	CONSULTANT REPORT	8/14/2002 12:00:00 AM	JOE MCAFEE
Link	SIRB LTR OF AGREEMENT - 08/26/02	LEGAL DOCUMENT	8/26/2002 12:00:00 AM	CAW
Link	SIRB LTR RE: PP OF RA - 09/20/02	SIRB LETTER	9/20/2002 12:00:00 AM	LJH
Link	FINAL PLAN OF RA - 02/03	SIRB REPORT	1/2/2003 12:00:00 AM	LINDSAY HALL
Link	SECOND PP OF RA - 03/03	SIRB REPORT	1/3/2003 12:00:00 AM	LINDSAY HALL

Link	FINAL PLAN OF RA -OU 1	MEDIA	1/3/2003 12:00:00 AM	ELIZABETH LASORTE
Link	2ND FINAL PLAN OF RA - 08/03	SIRB REPORT	1/8/2003 12:00:00 AM	JOHN BLEVINS
Link	2ND FINAL PLAN OF RA - 08/03	SIRB REPORT	1/8/2003 12:00:00 AM	JOHN BLEVINS
Link	FINAL PLAN OF RA - 02/03	SIRB REPORT	2/1/2003 12:00:00 AM	JOHN BLEVINS
Link	FAX RE: DEED RESTRICTION - 06/16/03	MISCELLANEOU S	6/16/2003 12:00:00 AM	LINDSAY HALL
Link	SIRB LTR RESTRICTIONS 8/18/03	SIRB LETTER	8/18/2003 12:00:00 AM	LINDSAY HALL
Link	MEMORANDUM OF AGREEMENT OCTOBER 2003	LEGAL DOCUMENT	10/1/2003 12:00:00 AM	JOHN BLEVINS
Link	DEED RESTRICTION - 10/03/03	LEGAL DOCUMENT	10/3/2003 12:00:00 AM	CHRISTINA WIRTZ
Link	LTR RE: DEED - 10/15/03	LEGAL DOCUMENT	10/15/200 3 12:00:00 AM	R. BRANDON JONES
Link	SIRB LTR RE: COCR - 02/04	SIRB REPORT	2/9/2004 12:00:00 AM	LINDSAY HALL
Link	LTR RE: DUE DILIGENCE INV & DEED RESTR-09/01/04	LEGAL DOCUMENT	9/1/2004 12:00:00 AM	MARK F. DUNKLE
Link	COCR - 09/10/04	LEGAL DOCUMENT	9/10/2004 12:00:00 AM	JOHN BLEVINS
Link	SIRB LTR RE: COCR - 09/04	SIRB LETTER	9/15/2004 12:00:00 AM	ELIZABETH M. LASORTE
Link	CORRESPONDENCE - 2004	OTHER LETTER	11/19/200 4 12:00:00 AM	ANDREW MARCHIONI
Link	SIRB LTR RE: GW MNGMT ZONE & SEDIMENT CONTROL PLAN - 11/23/04	SIRB LETTER	11/23/200 4 12:00:00 AM	LINDSAY HALL

Link	SIRB LTR: GW MON @ JACKSON PIT - 11/29/04	SIRB LETTER	11/29/2004 12:00:00 AM	LINDSAY HALL
Link	WP HASP & SAMPLING PLAN - 12/08/04	CONSULTANT REPORT	12/8/2004 12:00:00 AM	KEVIN HANSEN
Link	SIRB LTRS - 2004	SIRB LETTER	12/20/2004 12:00:00 AM	LINDSAY J. HALL
Link	RPT RE: GW MON RESULTS - 12/05	CONSULTANT REPORT	1/12/2005 12:00:00 AM	KEVIN HANSEN
Link	FEASIBILITY STUDY ADDENDUM FIELD SAMPLING PLAN - 12/07/05	CONSULTANT REPORT	1/12/2005 12:00:00 AM	KEVIN HANSEN
Link	FEASIBILITY STUDY ADDENDUM FIELD SAMPLING PLAN - 12/07/05	CONSULTANT REPORT	1/12/2005 12:00:00 AM	KEVIN HANSEN
Link	RE:GW MONITORING RESULTS NOV 2005 (3.17.05)	ANALYTICAL DATA	3/17/2005 12:00:00 AM	KEVIN HANSEN
Link	RE:GW MONITORING RESULTS NOV 2005 (3.17.05)	ANALYTICAL DATA	3/17/2005 12:00:00 AM	KEVIN HANSEN
Link	RE:GW MONITORING RESULTS NOV 2005 (3.17.05)	ANALYTICAL DATA	3/17/2005 12:00:00 AM	KEVIN HANSEN
Link	RE:GW MONITORING RESULTS NOV 2005 (3.17.05)	ANALYTICAL DATA	3/17/2005 12:00:00 AM	KEVIN HANSEN
Link	MEMO: ORGANIC DATA VAL - 05/25/05	MEMO	5/25/2005 12:00:00 AM	RANDY WOLFE
Link	RPT: GW MON RESULTS - 01/05	CONSULTANT REPORT	7/22/2005 12:00:00 AM	KEVIN HANSEN
Link	DATA SUMMARY RPT - 08/16/05	ANALYTICAL DATA	8/16/2005 12:00:00 AM	RANDY WOLFE
Link	THE ARBORS AT COTTAGEDALE 12/13/07	CONSULTANT REPORT	12/13/2007 12:00:00 AM	PAUL A ROBINO
Link	Additional Information	CONSULTANT REPORT	1/8/2008 12:00:00 PM	JCM Environmental Rem.

Link	RESULTS OF THE O&M INSPECTION 9/17/08	SIRB LETTER	9/17/2008 12:00:00 AM	WENDY MARCH
Link	Brownfield Certification	SIRB REPORT	1/29/2009 12:00:00 AM	DNREC
Link		MEDIA	2/8/2009 12:00:00 PM	DNREC
Link		MEDIA	2/8/2009 12:00:00 PM	DNREC
Link	BF VCP 031609	LEGAL DOCUMENT	3/16/2009 12:00:00 AM	EML
Link	NJ Legal Notice BVCP 031809	MEDIA	3/18/2009 12:00:00 PM	DNREC
Link		MEDIA	3/18/2009 12:00:00 PM	DNREC
Link	NON REIMBURSABLE EXPENSES 04/23/09	SIRB LETTER	4/23/2009 12:00:00 AM	MELISA LECKIE
Link	SIRB LTR NO OBJECTION TO THE PROPOSED REZONING 04/27/09	SIRB LETTER	4/27/2009 12:00:00 AM	LINDSAY J HALL
Link	CONCEPTUAL SITE MODEL SUMMARY 2010/10/08	CONSULTANT REPORT	10/8/2010 12:00:00 AM	JCM LANDMARKS
Link	CONCEPTUAL SITE MODEL SUMMARY 2010/10/08	CONSULTANT REPORT	10/8/2010 12:00:00 AM	JCM LANDMARKS
Link	MONITORING WELL BORINGS LOGS 2010/10/20	SIRB LETTER	10/20/2010 12:00:00 AM	DNREC
Link	CONCEPTUAL SITE MODEL AND SITE SUMMARY AND SAMPLING 2010/10/22	CONSULTANT REPORT	10/22/2010 12:00:00 AM	JCM
Link	HEALTH AND SAFETY PLAN 2010/10/22	CONSULTANT REPORT	10/22/2010 12:00:00 AM	JCM
Link	STATUS UPDATE 2011/07/22	SIRB LETTER	7/22/2011 12:00:00 AM	DNREC

Link	STATUS UPDATE 2012/02/08	SIRB LETTER	2/8/2012 12:00:00 AM	DNREC
Link	Brownfield Developer Certification	SIRB REPORT	7/26/2013 12:00:00 PM	Dnrec
Link	Site Specific Health and safety plan	CONSULTANT REPORT	9/11/2013 12:00:00 PM	Brightfields
Link	Test Pits Scope of Work	CONSULTANT LETTER	9/11/2013 12:00:00 PM	Brightfields
Link	Brownfield Developer status	SIRB REPORT	9/12/2013 12:00:00 PM	Dnrec
Link	Brownfield Development Agreement	LEGAL DOCUMENT	9/19/2013 12:00:00 PM	DNREC
Link	Response to DNRECS Commentson BFI Work Plan	CONSULTANT REPORT	4/21/2014 12:00:00 PM	Brightfields
Link	Status Update Spring 2014	SIRB LETTER	4/21/2014 12:00:00 PM	DNREC
Link	Brownfield Investigation Work Plan	CONSULTANT REPORT	4/21/2014 12:00:00 PM	Brightfields
Link	Status Updates Letters April 2014	SIRB LETTER	4/23/2014 12:00:00 PM	DNREC
Link	Approval Letter Brownfield Investigation Work Plan	SIRB LETTER	4/23/2014 12:00:00 PM	DNREC
Link	Brownfield Investigation Report	CONSULTANT REPORT	1/16/2015 12:00:00 PM	Brightfields
Link	Approval of the Brownfield Investigation report	SIRB LETTER	1/26/2015 12:00:00 PM	DNREC
Link	No Objection to the Recordation of the Final Site Plan	SIRB LETTER	2/23/2015 12:00:00 PM	DNREC
Link	Transmittal of the Presentation Slides Summarizing the Brownfield Investigation	CONSULTANT REPORT	3/13/2015 12:00:00 PM	DNREC

Link	Third Amended Proposed Plan	SIRB REPORT	3/26/2015 12:00:00 PM	DNREC
Link	Legal Notice Third Amended Proposed Plan	SIRB LETTER	3/26/2015 12:00:00 PM	DNREC
Link	Third Amended Proposed Plan	MEDIA	3/29/2015 12:00:00 PM	News Journal
Link		SIRB LETTER	4/27/2015 12:00:00 PM	DNREC
Link	Third Amended Final Plan	SIRB REPORT	4/27/2015 12:00:00 PM	DNREC
Link	Legal Notice legal notice third AmendedFinal Plan	MEDIA	4/29/2015 12:00:00 PM	NEWS Journal
Link	Environmental Covenant	LEGAL DOCUMENT	6/22/2015 12:00:00 PM	DNREC
Link	Environmental Covenant	LEGAL DOCUMENT	6/29/2015 12:00:00 PM	DNREC
Link	Comments on the Draft Contaminated Materials Management plan	SIRB LETTER	9/2/2015 12:00:00 PM	DNREC
Link	Remedial Action Work Plan	CONSULTANT REPORT	9/14/2015 12:00:00 PM	Brightfields
Link		CONSULTANT LETTER	9/14/2015 12:00:00 PM	Brightfields
Link	Contaminated Materials Management Plan	CONSULTANT REPORT	9/14/2015 12:00:00 PM	Brightfields
Link	Approval of the Remedial Action work plan and Contaminated Materials Management work plan	SIRB LETTER	9/21/2015 12:00:00 PM	DNREC
Link	Monthly Payback Period	SIRB LETTER	3/2/2016 12:00:00 PM	DNREC
Link	Brownfield Certification and Funding Eligibility	SIRB REPORT	9/1/2016 12:00:00 PM	DNREC

Link	Termination of the Brownfield Development Agreement	SIRB LETTER	9/16/2016 12:00:00 PM	DNREC
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Exhibit 3

50351

03036 2046

TAX PARCEL NUMBER: 3-34-6.00-304.02, 03, 06 & 07
PREPARED BY/RETURN TO:

Hudson, James, Jaywork & Fisher (RBJ)
309 Rehoboth Ave
Rehoboth Beach, DE 19971

DEED

THIS DEED, Made this 15th day of September, A.D. 2004, by and between:

SSEW ASSOCIATES, LLC, a Delaware limited liability company and MARK V. SLAUGHTER, individually, both of 10 Manor Drive, Rehoboth Beach, DE 19971, parties of the first part,

- AND -

ROSINO COTTAGEDALE, LLC, of 6 Larch Avenue, Suite 301, Wilmington, DE 19804, party of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, Current Lawful Money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said party of the second part, its heirs and assigns:

ALL that certain piece, parcel or tract of land, lying and being situate in Lewes and Rehoboth Hundred, Sussex County, State of Delaware, lying on the northeasterly side of County Road 275 (also known as Phinckens Road), being more particularly described on Exhibit "A" attached hereto and included herein by specific reference thereto.

BEING the same lands and premises as were conveyed unto SSEW Associates, LLC, a Delaware limited liability company, in three (3) Deeds as follows:

1. Deed of Jerry Lee Jackson and Vanessa Y. Burton dated September 23, 2002, recorded in Sussex County, Delaware, Deed Book 2754, Page 48.
2. Deed of Mark V. Slaughter dated September 27, 2002, recorded in Sussex County, Delaware, Deed Book 2756, Page 6.
3. Deed of Donella B. Wilks dated September 23, 2002, recorded in Sussex County, Delaware, Deed Book 2754, Page 46.

AND FURTHER, Mark V. Slaughter joins in this deed individually to correct an error contained in the notes and bounds description in Deed Book 2756, Page 6.

Consideration:		PAID/RECEIVED	Exhibit Book: A
County	State	Total	
72600.00	72600.00	145200.00	
consider	Date: 09/17/2004		

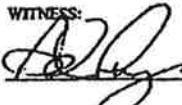




8.10

#03036 R047

SUBJECT, however, to the reservations, restrictions, conditions and covenants of record and subject to such state of facts as an accurate survey and/or inspection of the lands and premises will disclose, the operation and effect of any zoning laws and building restrictions imposed by public authority, and easements and public utility grants of record.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year aforesaid.

WITNESS:

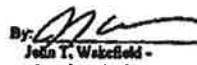






SSBW ASSOCIATES, LLC

By:  (SEAL)
Kenneth A. Simpson
Managing Member

By:  (SEAL)
William D. Bennett
Managing Member

By:  (SEAL)
William D. Bennett
Managing Member

By:  (SEAL)
John T. Wakefield
Managing Member

By:  (SEAL)
John D. Simpson - Individually

#03036 2049

EXHIBIT "A"

LEGAL DESCRIPTION

ALL that certain piece, parcel and tract of land, lying and being situate in Lower & Rebooth Hundred, Sussex County, and the State of Delaware, depicted on a survey prepared by Charles D. Murphy Associates, Inc., dated 10 September 2002 and comprising all of lands to be conveyed to 93EW, L.L.C., as filed with the Office of the Recorder of Deeds, at Georgetown, Delaware, in Plat Book 76 Page 215, lying on the northeasterly side of County Road 275, also known as Plantations Road at sixty (60) foot wide, adjoining lands now or formerly of the Board of Trustees of Israel Methodist Church, Parcel A of the Minor Subdivision on the aforementioned plat, lands now or formerly of Winston Morris, lands now or formerly of Dallas Troy & Camdi M. Wright, lands now or formerly of Home Depot USA, Inc., Lot 67, Lot 66, Lot 65, Lot 64; Lot 63 and Lot 62 of Rolling Meadows Subdivision as filed with the Office of the Recorder of Deeds, at Georgetown, Delaware, in Plat Book 38 Page 264, lands now or formerly of Billie Lynn Thompson, Trustee, lands now or formerly of Garret Street, lands now or formerly of Paul W. & Patricia E. Kane, lands now or formerly of Michael D. & Jena R. Simpler, lands now or formerly of Glendon & Sonya Trudy Jackson and lands now or formerly of Gertrude L. Jones, being more particularly described as follows, to-wit:

BEGINNING at a point on the northeasterly, right-of-way line of County Road 275 and a corner for lands now or formerly of the Board of Trustees of Israel Methodist Church, said point being distant 710 feet more or less from County Road 275; thence running with said Board of Trustees of Israel Methodist Church and with Parcel A North 61 degrees 18 minutes 40 seconds East 215.95 feet to a point at a corner for Parcel A; thence running with said Parcel A North 28 degrees 41 minutes 20 seconds East 63.36 to a point on line of lands now or formerly of the Board of Trustees of Israel Methodist Church; thence running with said Church Board of Trustees of Israel Methodist and with lands now or formerly of Winston Morris North 38 degrees 54 minutes 40 seconds East 994.69 feet to a point at a corner for lands now or formerly of Dallas Troy and Camdi M. Wright; thence running with said Wright lands the following two (2) courses and distances: 1) South 29 degrees 41 minutes 49 seconds East 364.26 feet to a found iron pipe and 2) North 59 degrees 37 minutes 37 seconds East 744.97 feet to a found iron pipe on line of lands now or formerly of Home Depot USA, Inc.; thence running with said Home Depot USA lands South 29 degrees 39 minutes 30 seconds East 765.97 feet to a set capped rebar on line of Lot 67; thence running with said Lot 67, Lot 66, Lot 65, Lot 64, Lot 63 and Lot 62 South 58 degrees 09 minutes 02 seconds West, passing over a found iron pipe at 88.20 feet, a found iron pipe at 238.20 feet and a found iron pipe at 419.45 feet for a total distance of 754.99 feet to a found iron pipe on line of lands now or formerly of Billie Lynn Thompson, Trustee; thence running with said Thompson lands the following two (2) courses and distances: 1) North 10 degrees 50 minutes 18 seconds West 704.40 feet and 2) South 57 degrees 58 minutes 46 seconds West 230.37 feet to a found capped rebar at a corner for lands now or formerly of Garret Street; thence running with said Street land North 29 degrees 41 minutes 49 seconds West 329.00 feet to a found iron pipe at a corner for said Street land; thence running with said Street lands, lands now or formerly of Paul W. and Patricia E. Kane and lands now or formerly of Michael D. and Jena R. Simpler South 39 degrees 01 minutes 33 seconds West, passing over a found iron pipe at 254.58 feet, a found iron pipe at 404.38 feet for a total distance of 639.58 feet to a found iron pipe at a corner for lands now or formerly of Glendon & Sonya Trudy Jackson; thence running with said Jackson lands and lands now or formerly of Gertrude L. Jones South 61 degrees 18 minutes 40 seconds West, passing over a found iron pipe at 124.85 feet for a total distance of 320.00 feet to a point on the northeasterly right-of-way line of County Road 275 from which point a found concrete monument bears South 64 degrees 18 minutes 40 seconds West 4.85 feet; thence finally North 28 degrees 41 minutes 20 seconds West 50.00 feet to the place of beginning, containing 18.33 acres of land, more or less.

RECORDED BY DELOS
JOHN F. GRADY

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SUSSEX COUNTY
DOC. SURCHARGE PAID

Received

SEP 20 2004

ASSESSMENT DIVISION
OF SUSSEX CO.

#03036 2048

STATE OF DELAWARE)
) SS:
COUNTY OF KENT)

BE IT REMEMBERED, that on this 15th day of September, 2004, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Kenneth A. Simpler, Mark V. Slaughter, William D. Emmert and John T. Wakefield, Managing Members of SSBW Associates, LLC, a Delaware limited liability company, all known by me to be same, and they did swear and affirm this Indenture to be their act and deed, and the act and deed of SSBW Associates, LLC, as unanimously approved by its Members.

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


NOTARY PUBLIC

MARK E. DUGGLE
DELAWARE LAWYER
NOTARIAL OFFICER
29 Del. C. § 4322 (a) (3)

STATE OF DELAWARE)
) SS:
COUNTY OF KENT)

This Instrument was acknowledged before me by Mark V. Slaughter, individually, this 15th day of September 2004.


NOTARY PUBLIC

MARK E. DUGGLE
DELAWARE LAWYER
NOTARIAL OFFICER
29 Del. C. § 4322 (a) (3)