TOWN OF DEWEY BEACH
www.townofdeweybeach.com

105 Rodney Avenue
Dewey Beach, DE 19971
302-227-6363 (Voice or TDD)
302-227-8319 (Fax)

EMAIL AND CERTIFIED MAIL

EXHIBIT
APPLICANT
1

AUG 17, 2026

Mr. Norman Singer
135 Chesapeake St
Dewey Beach, DE 19971

Dear Mr. Singer:

We have determined with assistance of a third party that the pavers in question were likely installed in a compliant manner. Consequently, we will not call for their removal from your driveway or driveway entrance area. With your cooperation we could have made that determination with less effort. The remaining issues are twofold:

Improvements installed in public right-of-way

A portion of your pavers occupy the public right of way beyond your driveway entrance area as that term is defined in 185-87 H (2). See the attached excerpt from the Town Code. The pavers lying beyond your driveway entrance area are subject to removal on or after 30 days of this letter. The reasonable cost of removal and material replacement will be assessed to you. This determination of the Building Official may be appealed to the Board of Adjustment pursuant to code provisions with which you are familiar.

Failure to apply for a building permit

Absent from your letter is a representation that you applied for a building permit prior to installing the driveway improvements. Consequently, you are deemed to have violated Section 71-3 of the Town Code and 71-3 (B), failure to supply necessary information to determine compliance.

This letter instructs you to apply for a building permit. In addition to a standard building permit fee, you will be assessed with a penalty of $500.00. Failure to obtain a permit will likely interfere with the processing of future building permit applications and will subject you to additional fines and interest charges. You may also appeal this determination to the Board of Adjustment.

Sincerely.
James Dedes
James Dedes
Assistant Town Manager

cc: Town Manager

Town of Dewey Beach, DE
Saturday, August 22, 2026

Chapter 185. Zoning

Article XII. Design Guidelines

§ 185-87. Streets and rights-of-way.



A. Street design objectives. New streets constructed as a part of a subdivision or land development proposal or extensions and reconstruction of existing streets shall be designed to achieve the following objectives:

(1) Support the current and future need for safe and convenient vehicular circulation.

(2) Support the current and future need for safe, convenient and accessible pedestrian circulation.

(3) Integrate new streets into the Town's existing street network by extending and respecting the existing grid character of the Town's historic street pattern.

(4) Limit the need for excessive grading, stormwater management and disturbance of environmentally sensitive areas.

B. Street network.

(1) Whenever possible, new development shall incorporate the extension of the Town's existing streets and rights-of-way.

(2) Where topography, site size and shape permit, new development shall to the greatest extent possible utilize a grid system of streets, consisting of a formal block layout, right-angled intersections and through streets to expand upon the Town's historic street pattern. Dead-end streets shall be avoided whenever possible.

(3) All developments shall include a minimum of two access points to a collector or arterial street.

(4) When a vehicular connection is not provided, because of physical or environmental restraints, between residential developments, a pedestrian connection must be provided.

C. Cul-de-sac streets.

(1) Cul-de-sac streets may be used only when, due to physical or environmental constraints, a through street connection cannot be achieved.

(2) In any case, cul-de-sac streets may provide access for no more than five dwelling units.

(3) The turnaround of a cul-de-sac street shall have minimum radius of 40 feet to the pavement edge or curbline.

D. Right-of-way and cartway widths.

(1) The minimum right-of-way width and cartway widths for new streets shall be according to the following schedule:

Street Type	Right-of-Way Width (feet)	Cartway Width (feet)
Arterial	Pursuant to DelDOT requirements	
Collector	60	34
Local (cul-de-sac)	50	24

(2) When a subdivision or land development obtains frontage on a street possessing insufficient right-of-way or cartway width, the applicant shall be required to dedicate 1/2 of the necessary additional right-of-way or cartway width, measured from the existing center line of the street, to meet the ultimate right-of-way and cartway width requirements of this section.

E. Street alignment.

(1) Horizontal alignment. To ensure adequate sight distance, minimum center-line radii for horizontal curves shall be as follows:

(a) Local street: 150 feet.

(b) Collector street: 300 feet.

(c) Arterial street: 500 feet.

(2) Vertical alignment. Vertical curves shall be utilized at changes of grade exceeding 1% and shall be designed to provide the following minimum sight distance:

(a) Local street: 100 feet.

(b) Collector street: 200 feet.

(c) Arterial street: 400 feet.

F. Street grades.

(1) The minimum center-line grade for all streets shall be 0.5%.

(2) The maximum center-line grade for local streets shall be 10%. The maximum center-line grade for collector or arterial streets shall be 6%.

(3) Where the grade of any street at the approach to an intersection exceeds 7%, a leveling area shall be provided having not greater than four-percent grade for a distance of 25 feet measured from the nearest right-of-way line of the intersecting street.

G. Intersections.

(1) Streets shall be laid out to intersect as nearly as possible at right angles. No street shall intersect another at an angle of less than 60°.

(2) Multiple intersections involving the junction of more than two streets are prohibited.

(3) Clear sight triangles of 75 feet measured along street center lines from their point of intersection shall be provided at all street intersections, and no buildings or structures shall be permitted within said sight triangle.

(4) The minimum curb radii at street intersections shall be 15 feet for intersections involving only local streets and 25 feet for intersection involving collector roads and radii as deemed suitable by DelDOT for arterial roadways.

H. Driveways.

(1) Driveway entrances may be constructed no closer than 40 feet to any intersection. The measurement shall be taken from the lot corner closest to the two intersecting streets. The

Building Official may approve a distance shorter than 40 feet if adherence to the requirement would prevent driveway access to the property.
[Amended 11-17-2023 by Ord. No. 825]

(2) The maximum width of any driveway entrance shall be 20 feet.

(3) Each lot shall have no more than one twenty-foot-wide driveway entrance, or two ten-foot-wide driveway entrances with a minimum of 20 feet of unencumbered space between such entrances to provide for public parking. A corner lot may have one ten-foot-wide driveway entrance on each of the two streets bordering the property.
[Amended 6-16-2023 by Ord. No. 814]

I. Sidewalks.

(1) Sidewalks shall be a minimum of five feet in width. Sidewalks in any planned development, in areas of high pedestrian traffic, adjacent to schools and churches, places of public assembly and along major streets shall be of greater width, as directed by the Town Planner.

(2) Developers shall be required to repair damaged sidewalks along all roadways upon which their development obtains frontage. Any development properties without sidewalks are required to install sidewalks in situations where one or more of the side neighboring properties have functioning sidewalks in place.

(3) All street intersections, driveways or other interruptions of sidewalks shall be equipped with sufficient ADA-compliant handicap ramps.

J. Street construction. All streets, sidewalks, driveway aprons, depressed curbs, handicap ramps, curbs and gutters shall be constructed according to DelDOT standards and specifications.

K. Street names. The selection of subdivision and street names shall be coordinated with the post office and the Sussex County Department of Public Safety and Emergency Communications to avoid possible duplication. All street names shall be subject to the review and approval of the Town Commissioners.

EXHIBIT
APPLICANT
3

August 26, 2026

EXHIBIT
Applicant
4

Members of the Board of Adjustment
Town of Dewey Beach
105 Rodney Ave.
Dewey Beach, DE 19971

Re: APPEAL OF TOWN OF DEWEY AUGUST 17 DECISION

Gentlemen:

The following constitutes a supplement to the Appeal of Norman H. Singer and Sandra K. Singer ("the Singers") to the decision of the Town of Dewey Beach ("the Town") dated August 17, 2026 ("the Decision"). The Decision requires the Singers to remove pavers from the public right of way beyond the driveway entrance consisting of approximately 1000 sq. ft. of pavers. The only authority provided is Dewey Code 185-87H (2), governing the size of driveway entrances. There is no issue here about the Singers driveway entrance. The only claimed basis provided for the removal of the pavers is as a penalty for the Town being unable to locate paperwork for the permit allowing the pavers. The Town claims the reasonable cost of removal and material from the Singers, estimated at more than $15,000, as a fair penalty. No claim is made that the pavers violate a Code provision of the Town; in fact, the Town admits that pavers are pervious and were correctly installed in all respects. In lieu of the pavers, the Town insists that the right of way coverage should be pea gravel paid for by the Singers. Again, no Code provision warranting or mandating pea gravel rather than pavers is cited in the Decision or can be cited because there no Code provision supporting such a preference can be located.

As will be shown herein, the pavers installed by the Singers satisfy all legal requirements. The Town has admitted previously, that if the pavers were removed, the Singers could in fact replace them with other pavers. Thus, this admission not only supports not requiring the removal of the pavers in the first place, but that the Town at one point agreed to the pavers if certain conditions were met.

The History Pre Decision:

The pavers in the driveway entrance were installed in September-October 2020- six (6) years ago. The installation of the Pavers was approved by Dewey Code Enforcement personnel when the pavers were inspected by the Town in 2020. In addition, during the six (6) year period of time, Dewey Code Enforcement employees have driven past the driveway many times on their regular inspections. The Town's Assistant Town Manager (James Dedes) has been physically on

the driveway and observed the pavers at various times, beginning as early as 2021. During the six (6) years, no question was raised by the Town or Mr. Dedes about permitting for the pavers, about the "pervious" nature of the Pavers installed, or the use of pavers in the right of way. During a more than five month period beginning in March, 2026, the Town has intentionally altered its position on three separate occasions, each time raising a new issue to achieve the apparent goal of causing damage to the Singers.

On March 5, 2026, the Town wrote the Singers claiming that the Town could not locate a permit application for installation of the pavers in 2020. The Town then stated that "[i]f no verification exists, the Town requires that **all pavers on your property and Town property be removed.**" The expense of such removal would be borne by the Singers. It is not known what precipitated this letter or the "penalty" asserted solely based on the Town being unable to locate permit documentation.

On June 30, 2026, the Town followed up on the earlier letter, but this time making a new claim: That the Town would not unilaterally remove the pavers on the Singers property "if the driveway entrance improvements you installed are pervious or were permitted by the Town," and if so, the Singers were to present it. On July 29, 2026, the Singers responded to the two claims of no permit and whether the pavers were pervious, explaining in further detail the paperwork confusion on the permit and the requirements of "pervious" on the pavers when they were installed in 2020. As a result, and for the first time, the Town sought the assistance of Coastal Hardscapes, Frankford, Delaware, who had worked on the Singers driveway in the past. On August 8, 2026, a report was filed with the Town by Coastal Hardscapes] on the issue of whether the pavers were pervious or not. The Coastal Hardscapes report concluded that the pavers installed were previous and met all Town Code requirements.

The Town having now been satisfied that the installed pavers were pervious and had been installed in a professional manner and did not violate any Town ordinance, withdrew that claim. Regarding the issue of the lost paperwork for the permit, the Town **set forth** a $500 fine and the issuance of a permit post installation. These conclusions were incorporated in a final decision in the form of a letter dated August 17, 2026. However, the Town now included a third claim for the first time: That because a portion of the pavers covered the public right of way beyond the driveway entrance (between the driveway entrance and the Singers leased land), the pavers were subject to removal and that the cost of removal and material replacement would be assessed against the Singers. No legal authority was provided for the claim of removal of the pavers. In addition, no facts were presented as to how the pavers covering the right of way violated some Code provision or other ordinance prohibition. Moreover, no evidence was presented that pea gravel is in fact a better ground cover than pavers. No such evidence is provided by the Town. Absent the total lack of legal and factual basis, the Decision must be denied enforcement. Further explanation follows.

The Lack of Legal Basis for the Decision: The only authority cited by the Town in support of the Decision is Section 185-87 H. (2). Subsection H. covers Driveways. Subparagraph (2) states "The maximum width of any driveway entrance shall be 20 feet." There is no issue regarding the width of the Singers driveway being under 20 feet. Given the lack of issue over the width of the driveway, it is difficult to understand how that Code provision has anything to do with the legal basis for removing pavers from the right of way. Nor can the driveway entrance provision be used as the basis for selecting pea gravel over pavers as a preferred cover. Any form of gravel will not provide any better ground absorption of rain water than pervious pavers. Thus, it is unknown the purpose of the change since the Town has not stated it. The Town has the legal obligation to support the action it wants to take along with the legal basis. It has failed to do either.

In property law, the land between a driveway entrance and leased land which has been exclusively used as a driveway for access from the street to the leased land is covered by a private easement-a non-possessory legal right to use another's land for a specific purpose. Here, the right of way has been exclusively used as a driveway for 135 Chesapeake St. since at least 1974, more than 52 years, when Rehobeth by the Sea Realty Company first made its lease assignment for the 135 Chesapeake St. land. Since that time, there have been at least seven other lease assignments, all including the same easement over the right of way between the street entrance and the leased land. The easement area was neither owned by the lessee or Rehobeth by the Sea Realty Company, but usable as a driveway under the practical terms of the easement. Thus, covering the driveway with either pavers or pea gravel is neither mandated but is intended to provide security for the driveway. Thus, the Singers interest in protecting the right of way easement was not established by them, but other lessees over the 52 years.

Penalty Claimed: The parties agree that the Pavers installed in the right of way meet the Town's Code definition of "pervious". The parties must also admit that the use of pavers to cover the right of way does not implicate the health, safety and environment of the surrounding neighbors or the community, and if anything, enhances the overall beauty of the area. The Town has not presented any evidence to demonstrate otherwise and the Town has neither the authority or evidence to assert that pavers pose any threat. The Town has agreed to a fine of $500 because it cannot locate the Singers paperwork and the Singers have agreed to the amount of the fine. Thus, the removal of the pavers in fact imposes a significant additional penalty on the Singers based on the whim of the Town and based solely on the missing permit paperwork. The Town, however is of a different mindset. It believes that an "appropriate" and "reasonable" penalty, even though not authorized by the Town Code is: (1) remove the pavers at the driveway entrance to the leased land requiring taking up at least 1000 pavers and disposing them; and (2) require the re-installation of pea gravel at the Singers cost. The Singers will present testimony that the cost involved for this "remedy" will exceed at least $15,000. Such a draconian penalty without realistic basis has no legal or factual support. The history of remedies associated with Town ordinance violations speak for themselves: For failure to obtain a permit in 1983, a fine of not less than $25 or more than $100 (Ordinance No. 41); in 1990, a fine of $50 or more than $100 (Ordinance No. 175); in 1997, a fine

of $75 but not more than $100 (Ordinance No. 305). Moreover, unless the construction impacted safety, health, welfare or environment, there is no a requirement or option to destroy the improvement as a penalty. No Ordinance provides that authority.

Conclusion: In the final analysis, what is at issue in this appeal is the right of Town to penalize for failure to obtain a permit to allow construction of a non-life threatening, non-safety issue, non-environmental issue when completed. Even if the Board believes that the Town was somehow justified in how it treated the Singers, it cannot and should not support the remedy claimed by the Town at the cost to the Singers in the amounts the Singers will present. It is generally said that the penalty should fit the crime. The "crime" here includes no ill motive or attempt to hurt the Town. All it includes is an attempt to improve the Town. The penalty associated with that cannot include destroying the Singers driveway, at their expense, without legal or factual authority. Any more sends a message that residents of Dewey Beach are not served by its employees.

The Decision of August 17, 2026 regarding the removal of pavers in the right of way to be replaced by gravel should be denied.

Norman H. Singer, Esq., Pro Se, and on behalf of Sandra K. Singer

Norm Singer

From: Jim Dedes <jdedes@townofdeweybeach.com>
Sent: Tuesday, August 25, 2026 10:53 AM
To: Norm Singer; Town Manager
Subject: 135 Chesapeake St



Mr. Singer,

Your permit is ready to pick up. It does include the requirement to remove pavers on the right of way in front of 133 Chesapeake St. and replace with pea gravel.

James Dedes
Asst. Town Manager
Town of Dewey Beach

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EXHIBIT
AMENDMENT
6

COASTAL HARDSCAPES

OUTDOOR LIVING DESIGN & BUILD

PREPARED FOR

Town of Dewey Beach
In reference to:
135 Chesapeake Street
Dewey Beach, DE 19971

CONTRACTOR

Coastal Hardscapes
35322 Bayard Road
Frankford, DE 19945
302-480-0528
jordan@coastalhardscapes.com

Prepared: Aug 8, 2026

Pricing valid for 30 days from date of receipt

Client Initial _____

302-480-0528 ·
jordan@coastalhardscapes.com

Hardscape Assessment & Field Findings

Coastal Hardscapes performed paver removal, cutting, and replacement work at the above-referenced property. During this work, portions of the existing pavement system were exposed, providing an opportunity to observe the underlying construction and jointing materials.

This assessment documents our field observations and professional opinion regarding the apparent drainage characteristics of the existing paver installation and **we deem the installed pavers as pervious** per our discoveries.

Field Findings

Upon removing sections of the existing pavers, we observed that the pavement appeared to have been constructed over an **open-graded aggregate base**.

Open-graded aggregate contains minimal fine material and is commonly used where water infiltration and drainage through the pavement assembly are desired. Unlike a dense-graded base, the void spaces between the aggregate allow water to migrate vertically through the pavement system rather than requiring all surface water to shed across the top of the pavement.

The bedding layer immediately beneath the pavers appeared to consist of **bedding sand**.

While washed #8 aggregate is commonly used as a bedding material in many modern permeable/interlocking pavement assemblies, the presence of bedding sand by itself does **not necessarily establish that the pavement was intended to be impervious**. The drainage characteristics of the complete system depend on the combination of the pavers, joint material, bedding layer, base material, and their ability to transmit water.

During Coastal Hardscapes' portion of the work, we specifically used **SRW WetLok Jointing Sand**, a resin-based jointing material, in the areas where pavers were cut and replaced.

This material was intentionally selected because it provides a stabilized joint while allowing water to drain through the joint system when properly installed.

Based upon the appearance and characteristics of the existing joints encountered during our work, it is our professional assessment that the surrounding/original pavement appears consistent with a similar resin-based jointing material having been used throughout the installation.

We cannot independently certify the exact product installed by the original contractor in areas we did not remove. However, nothing observed during our work indicated that the existing pavement was intentionally constructed as a conventional, fully impervious paver installation.

302-480-0528 ·
jordan@coastalhardscapes.com

Professional Assessment

Based on the conditions exposed during our work, the existing pavement assembly appeared to consist of:

- Pavers with drainage-capable joints;
- A joint material appearing consistent with resin-based jointing material;
- A bedding sand layer beneath the pavers; and
- An open-graded aggregate base capable of accepting and transmitting water.

Taken together, these conditions are **consistent with a pavement assembly intended to permit water infiltration through the paver surface and into the underlying open-graded base**.

The portion repaired by Coastal Hardscapes was completed using **SRW WetLok resin jointing sand**, and we can affirmatively state that this material was used in the joints associated with our work.

Based upon the exposed construction, the existing joint conditions, and our experience with hardscape installations, it is our professional opinion that the overall patio was **constructed in a manner consistent with the intent of allowing water to infiltrate through the paved surface and drain into the underlying open-graded aggregate system.**

This assessment is based upon conditions physically observed during the removal and replacement of portions of the existing pavement. Coastal Hardscapes did not perform the original installation and therefore cannot certify materials or construction methods in portions of the pavement that were not exposed. Our conclusions regarding those areas represent our professional assessment based upon the conditions observed in the areas accessible during our work.

302-480-0528 ·
jordan@coastalhardscapes.com

Permeable Resin Sand Spec Sheet

SRW PRODUCTS

TECHNICAL DATA SHEET

WetLok™
Permeable Jointing Sand



NOTICE
Make sure you have an up-to-date technical data sheet by referencing our website: SRWProducts.com

DESCRIPTION
WetLok™ is a permeable air-curing jointing sand with wet application ideal for hardscaping projects with joint sizes from 1/8" to 5". You can install WetLok™ in the rain, and once set, it can withstand freezing temperatures. It's quick and easy to use without special equipment, making it efficient on the job site. Save any unused product for future projects.

APPLICATIONS
- Light-Duty Residential Driveways*
- Porcelain*
- Concrete/Clay Pavers
- Patios
- Walkways
- Natural Stone
- Pool Decks
- Wetcast
- Terracotta
- Hybrid or traditional base installs
- Installations with HexaBase™ and other base replacement systems
- For seamless installation with continuous water flow, install with SRW Jet Sweep™.

**Special instructions required. See below under instructions.*

PROPERTIES
- Can be installed in the rain
- Pre-mixed and ready to use
- Use for joints 1/8" - 5" (0.32 - 12.7cm)
- Permeable, allowing water to escape, unlike polymeric sand
- Use with hybrid or traditional base
- Safe from freezing weather after installed
- Can keep unused product for future use
- Easy to use, simply brush into joints and compact with water
- Eco friendly with 100% recyclable packaging
- Effectively resists weeds and plant growth
- Easy to clean
- 12-month shelf life

JOINT SIZE/TYPE
- Recommended for joints between 1/8" - 5" (0.32 - 12.7cm), maximum of 5" at intersecting points
- Minimum joint width: 1/8 Inch
- Maximum joint width: 5 Inches
- Minimum joint depth: 1 Inch
- **For porcelain tile installations keep joints between 1/8" (.32 cm) and 1/4" (.635 cm) with*

SRW Products
800-752-9326
32005 126th St
PO Box 70
Princeton, MN 55371
SRWProducts.com

302-480-0528 ·
jordan@coastalhardscapes.com

Client Acceptance

If this preliminary estimate aligns with your expectations, a simple confirmation to proceed will allow us to move forward with preparing the full, detailed proposal. This next step will include finalized scope, material selections, and project specifications for your review and approval prior to scheduling.

CLIENT

Client Name

Client Signature *Date*

Thank you for the opportunity to earn your business. We look forward to transforming your outdoor space.

Coastal Hardscapes · 302-480-0528 · jordan@coastalhardscapes.com

TOWN OF DEWEY BEACH
www.townofdeweybeach.com

105 Rodney Avenue
Dewey Beach, DE 19971
302-227-6363 (Voice or TDD)
302-227-8319 (Fax)

EMAIL DELIVERY AND CERTIFIED MAIL

June 30, 2026

EXHIBIT
Amicus
7

Mr. Norman Singer
135 Chesapeake St,
Dewey Beach, DE 19971

Dear Mr. Singer:

On March 5, 2026, we sent you a correspondence (attached hereto) advising that certain improvements you made to your driveway entrance were installed without the necessary building permit and appear to be noncompliant with the Town's restrictions against impervious surfaces (Town Code 185-51) This writing represents your final notice that the Town will take remedial measures without further notice after (August 30, 2026) to remove the improvements and assess the cost to you.

If you have information suggesting that the driveway entrance improvements you installed are pervious or were permitted by the Town, please present it immediately.

The Town reserves any and all rights associated with enforcement of Town code provisions concerning unauthorized construction, zoning and building code standards, remedies and debt collection.

All of the above will be done at your expense and removal of pavers will require a Town building application for a permit, business license for contractor and cost of removal. Note that all materials for replacement of your driveway, should you choose to do so, must be permeable. Removal shall occur no later than May 30, 2026, as stated on the Settlement Agreement.

Sincerely,

James Dedes

James Dedes, Asst. Town Manager

cc: Town Manager

EXHIBIT
APPLICANT
8

COASTAL HARDSCAPES

OUTDOOR LIVING DESIGN & BUILD

Initial Project Proposal:

This pricing is provided as an initial estimate based on the current project understanding and is intended to confirm alignment on budget and scope. Upon approval of this preliminary pricing, a detailed proposal will be prepared and submitted outlining the full scope of work, materials, specifications, and project details for final review and agreement.

PREPARED FOR

Norm Singer
135 Chesapeake Street
Dewey Beach, DE19971

CONTRACTOR

Coastal Hardscapes
35322 Bayard Road
Frankford, DE 19945
302-480-0528
jordan@coastalhardscapes.com

Prepared: September 6, 2026

Pricing valid for 30 days from date of receipt

Client Initial _____

302-480-0528 ·
jordan@coastalhardscapes.com

Paver Driveway Replacement Estimate

Complete Removal and Earth Backfill — $4,000

- Mobilize equipment and protect adjoining pavement, structures, landscaping, utilities, and other property improvements.
- Remove the existing stone driveway surface, aggregate base, edging, and other unsuitable materials throughout approximately 600 sq. ft.
- Excavate the driveway materials to an anticipated average depth of 6–8 inches.
- Load, haul, and legally dispose of all removed stone, aggregate, and debris.
- Scarify the exposed subgrade to relieve compaction and improve its ability to absorb water.
- Import clean fill earth suitable for exterior grading.
- Place the fill in controlled lifts and compact sufficiently to reduce settlement while avoiding excessive compaction at the finished surface.
- Grade the area to drain away from buildings without directing runoff onto adjoining properties.
- Finish the earth approximately 1–2 inches below adjoining lawn elevations to allow for future topsoil, sod, seed, mulch, or other ground covering.
- Leave the area as graded exposed earth. Topsoil, seed, sod, plantings, mulch, stone, and other finished ground coverings are not included.
- Irrigation, drainage, electrical, or utility repairs are excluded unless specifically listed.

Permeability: The removed aggregate section will be replaced with clean earth, returning the area to a generally pervious condition. Actual infiltration will depend on the type of imported soil, the existing native soil, and field compaction. Clean soil without construction debris or excessive clay will be used; however, exposed earth may become muddy or erode until the property owner installs a permanent ground covering.

1-2 Days
Estimated Repair Time

302-480-0528
jordan@coastalhardscapes.com

Paver Driveway Replacement Estimate

Permeable Interlocking Paver Driveway — $19,000

Excavation and subgrade

- Excavate approximately 600 sq. ft. to an anticipated total depth of approximately 15 inches below the proposed finished paver elevation.
- Remove the existing driveway material, unsuitable soil, roots, and debris.
- Load, haul, and legally dispose of excavated material.
- Establish the driveway elevation and slope so surface water moves away from buildings while remaining within the permeable pavement area where practical.
- Avoid unnecessary compaction of the native subgrade to preserve its ability to absorb water.
- Proof-roll and inspect the exposed subgrade. Soft or unstable areas requiring additional excavation or stabilization are not included.
- Install separation geotextile along the sides of the aggregate reservoir. Fabric beneath the system will only be installed when required by soil conditions or the final drainage design.

Open-graded permeable base

- Install approximately 6 inches of clean, washed ASTM No. 2 stone as the lower drainage and water-storage reservoir.
- Place and compact the No. 2 stone in controlled lifts.
- Install approximately 4 inches of clean, washed ASTM No. 57 stone over the reservoir layer.
- Compact the No. 57 stone to create a stable, vehicle-rated base while maintaining open voids for drainage.
- Install approximately 1½–2 inches of clean, washed ASTM No. 8 stone as the bedding layer.
- All aggregate used within the permeable system will be open-graded and free of stone dust or excessive fines.

Paver installation

- Install driveway-rated permeable interlocking concrete pavers approximately 3⅛ inches thick.
- Complete all necessary cuts around the driveway perimeter.
- Install a vehicle-rated concrete or approved manufactured edge restraint.
- Fill the enlarged permeable joints with clean, washed ASTM No. 8 joint aggregate.
- Mechanically compact the completed paver surface and refill the joints as necessary.
- Polymeric sand will not be used because it would restrict the movement of water through the paver joints.
- Sweep and clean the completed driveway upon installation.

Drainage and permeability

Water will pass through the stone-filled paver joints and enter the open-graded aggregate reservoir below. The stored water will then infiltrate gradually into the native soil. This system is designed as a permeable pavement assembly rather than a conventional paver driveway.

Final infiltration depends on the native soil, seasonal groundwater elevation, surrounding grades, and continued maintenance. An underdrain, overflow outlet, soil infiltration test, or engineered design may be required if poorly draining soil or a high groundwater table is encountered. Formal stormwater or impervious-area credit is not guaranteed unless approved by the governing authority.

4-5 Days
Estimated Repair Time

302-480-0528 ·
jordan@coastalhardscapes.com

Paver Driveway Replacement Estimate

Remove and Replace With Permeable Stone Driveway — $8,500

Removal and excavation

- Remove the existing driveway stone, contaminated aggregate, vegetation, edging, and unsuitable material throughout the approximately 600 sq. ft. area.
- Excavate to an anticipated total depth of approximately 8 inches below the proposed finished driveway elevation.
- Load, haul, and legally dispose of all removed material.
- Grade the exposed subgrade to drain away from structures and prevent water from collecting against foundations.
- Repair or stabilize visibly soft subgrade areas as an additional service if required.

Base and finished stone

- Install a permeable geotextile separation fabric over the prepared subgrade to prevent native soil from migrating into the aggregate base.
- Install approximately 6 inches of clean, washed No. 57 crushed stone.
- Place and compact the base in approximately 3-inch lifts.
- Install approximately 2 inches of clean, washed ¾-inch angular crushed stone as the finished driving surface.
- Grade and compact the finished stone to provide a stable, consistent driving surface.
- Install commercial-grade edging or another suitable restraint where necessary to limit lateral stone migration.
- Blend the new driveway into the existing street or driveway connection.
- Remove excess material and clean the surrounding work area.

Permeability

The driveway will remain permeable because both the surface and base will consist of clean, washed stone without stone dust or compactable fines. Rainwater will travel through the open aggregate and infiltrate the native soil.

Crusher run, dense-grade aggregate, stone dust, and polymeric binders will not be used within the drainage section because they can reduce permeability. The finished stone may require occasional raking, replenishment, and recompaction due to vehicle movement. This option is permeable in construction, but any official stormwater credit remains subject to local approval.

2-3 Days
Estimated Repair Time

302-480-0528 ·
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Project Investment

Cost Breakdown	
Driveway Diagnosis and Service Call Fee	$ 200
Complete Removal and Earth Backfill	$ 4,000
Permeable Interlocking Paver Driveway	$ 19,000
Remove and Replace With Permeable Stone Driveway	$ 8,500

TOTAL PROJECT INVESTMENT	TBD

Pricing Validity: *All pricing is valid for 30 days from the proposal date. Pricing may be revised after this period due to changes in material costs, disposal fees, fuel costs, site conditions, or project scope.*

Scheduling is subject to availability and requires an accepted proposal and deposit.

Any required change to scope or materials will be documented as a written Change Order before additional work is performed.

Client Initial _____

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Project Timeline

The Client acknowledges that while the Contractor will make reasonable efforts to adhere to the estimated schedule, no guarantee of completion within the projected timeframe is made or implied. Delays caused by circumstances beyond the Contractor's control shall not constitute a breach of contract, nor shall the Contractor be held liable for any incidental or consequential damages resulting from such delays.

Projected 4 days of total build time from start date to finish date. Start date to be determined upon acceptance of contract, at which point specific checkpoints will be communicated and executed by the Contractor.

Weather and Other Delays

Contractor will make every reasonable effort to complete the project within the estimated timeframe; however, the Client understands that progress may be delayed due to factors beyond Contractor's control. These may include, but are not limited to, inclement weather, extreme temperatures, material shortages, supply chain disruptions, labor shortages, unforeseen site conditions, utility conflicts, or other events constituting force majeure.

In the event of such delays:

Contractor will promptly notify the Client of the cause and expected impact on the project schedule.

The estimated completion date will be extended by a reasonable period necessary to account for the delay.

Additional costs caused directly by the delay (such as material storage, equipment rental, or remobilization) may be billed to the Client if such costs are outside the original project scope, and only if approved by the Client in writing.

Weather-related delays will not be considered a breach of this Agreement.

Work Change Order(s)

Any work requested by the Client that is outside the original scope of this Agreement shall be considered a change in work ("Change Order"). Change Orders must be documented in writing and signed by both the Client and the Contractor before the additional work is performed.

Each Change Order shall include:

1. A description of the additional or modified work.
2. Any adjustments to the contract price.
3. Any changes to the project timeline.

No verbal agreements or informal instructions shall be binding on the Contractor.

Work performed without a signed Change Order shall be at the Contractor's sole discretion and may be billed at the Contractor's standard time-and-materials rate.

If unforeseen site conditions require additional work to complete the project as designed,the Contractor will notify the Client promptly and issue a Change Order for approval before proceeding.

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Payment Schedule

The total contract price for this project shall be paid in the following installments:

Deposit / Mobilization – 10%

Due upon execution of this Agreement. This payment secures the project start date, covers the cost of ordering and delivering all required materials, and funds initial labor scheduling.

Commencement of Work – 40%

Due on the day work begins at the project site, defined as the start of site preparation (demolition, excavation, or other prominent base installations).

Final Payment / Closeout Completion – 50%

Due upon completion and final walkthrough of outdoor living installation, cutting, joint sanding, and any major structural elements within the agreed scope. This final payment will include the cost of all executed change orders, and other additions, alterations, or credits incurred during the installation.

Optional Weekly Draws for Extended Projects:

For projects with a scheduled duration longer than two (2) consecutive weeks, payments shall instead follow the above schedule with additional weekly draws of 15% of the total contract price each Friday (or agreed-upon day) after the project start date until the "Substantial Completion" milestone is reached. Any amounts already paid under weekly draws will be credited toward the Closeout Completion payment.

Non-Payment Policy: Failure to make payments when due will result in suspension of work until payment is received. A restart fee may apply to resume work. Final payment is due no later than five (5) calendar days after notice of substantial completion.

Turf Care During Your Project

We take pride in treating your property with care and respect during construction. While we do our best to minimize impact, the equipment, foot traffic, and materials needed for your project may cause some disturbance to your lawn.

Minor wear and tear – If the grass is lightly worn or scuffed, we'll restore the area at no cost to you by reseeding and adding a layer of topdressing to encourage healthy regrowth.

More significant damage – If the turf is damaged beyond what seed can reasonably repair, we'll discuss the option of sod replacement with you. Sod installation is available at an additional cost unless we have agreed otherwise in your project scope.

Healthy regrowth – After repairs are made, ongoing watering and care will be your responsibility. With proper attention, your lawn should bounce back quickly.

Our goal is that, after the project is complete, your outdoor space looks just as beautiful—and often even better—than when we started.

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Warranty

At Coastal Hardscapes, we take pride in the quality of our work and stand behind every installation we complete. This page outlines the protection you receive with your outdoor living project.

Workmanship Warranty

Coastal Hardscapes warrants its workmanship for a period of two (2) years from the date of completion. This warranty covers installation defects arising from improper base preparation, compaction, leveling, or setting of pavers. If a defect covered by this warranty is confirmed, Coastal Hardscapes will repair or replace the affected area at no cost to the Client.

Material Warranty

All paver materials, deck materials, fence materials, turf materials and related products are covered exclusively by the manufacturer's warranty, the terms of which are incorporated herein by reference. Coastal Hardscapes will assist the Client in submitting claims to the manufacturer but shall not be responsible for the manufacturer's warranty decisions or remedies.

Efflorescence Notice

Efflorescence is a naturally occurring, temporary condition in concrete and clay pavers, appearing as a white or light-colored, powdery residue on the surface. It results from soluble salts within the paver or base materials migrating to the surface via moisture and crystallizing as the water evaporates. This process is common, does not affect the structural integrity of the pavers, and will typically diminish over time with weather and normal cleaning. Efflorescence is not considered a defect in materials or workmanship and is therefore excluded from this warranty.

Plantings Survival Warranty

Coastal Hardscapes warrants newly installed plantings for 90 days from installation. Warranty applies only with proper watering and care by the homeowner and excludes damage caused by drought, overwatering, storms, animals, pests, disease, drainage conditions, or neglect. Warranty is limited to one replacement tree; replacement labor and materials are not included.

Exclusions

- This warranty does not cover:
  - Normal wear and tear, fading, or changes in color due to weathering or UV exposure.
  - Efflorescence, as noted above.
  - Stains from food, beverages, oils, organic matter, or chemicals.
  - Damage caused by heavy loads, impact, vandalism, acts of nature, or subgrade settlement beyond Coastal Hardscapes's control.
  - Damage or movement caused by irrigation leaks, plumbing failures, or inadequate site drainage not installed by Coastal Hardscapes.
  - Work that has been altered, repaired, or moved by anyone other than Coastal Hardscapes.

Claim Process

All warranty claims must be submitted in writing within the applicable warranty period and must include proof of contract, photographs of the affected area, and a description of the defect. Coastal Hardscapes will inspect the site within a reasonable time to determine if the claim is covered.

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jordan@coastalhardscapes.com

Client Acceptance

If this preliminary estimate aligns with your expectations, a simple confirmation to proceed will allow us to move forward with preparing the full, detailed proposal. This next step will include finalized scope, material selections, and project specifications for your review and approval prior to scheduling.

CLIENT

Client Name

Client Signature · *Date*

Thank you for the opportunity to earn your business. We look forward to transforming your outdoor space.

Coastal Hardscapes · 302-480-0528 · jordan@coastalhardscapes.com

LAKE COMEGY'S

3-34-20.09-175.02

LINE	BEARING	DISTANCE
L1	N 20°05'50" E	9.75'
L2	N 09°10'07" E	12.17'
L3	N 03°39'04" E	21.23'
L4	N 34°59'11" W	2.25'
L5	N 23°20'46" E	15.20'
L6	N 11°06'14" E	15.05'
L7	N 17°28'00" E	14.23'
L8	N 20°12'59" E	16.75'
L9	N 28°05'11" E	2.79'
L10	N 16°41'44" E	11.38'
L11	N 50°07'17" E	5.11'
L12	N 23°30'01" W	3.51'
L13	N 88°11'53" E	6.67'
L14	N 48°28'52" E	5.82'
L15	N 41°46'46" E	8.10'
L16	N 37°13'51" E	13.82'

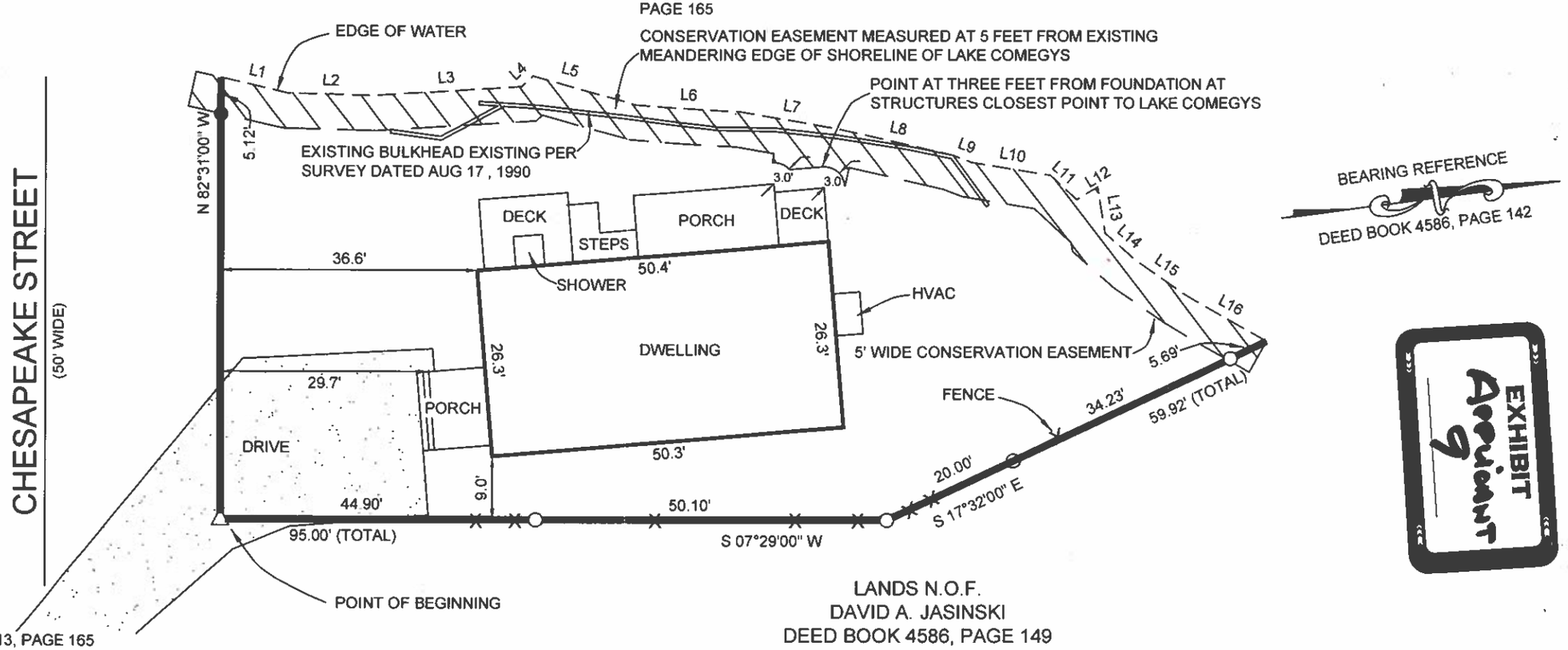


EXHIBIT Amendment 2

LEGEND:

- ○ FOUND IRON PIPE
- ● SET IRON BAR
- △ SET MAG NAIL

NOTES:

1) SOURCE OF TITLE: DEED BOOK 3513, PAGE 165
2) THIS BOUNDARY SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT AND IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHTS OF WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH
3) ALL SETBACKS MUST BE VERIFIED BY THE HOMEOWNER AND/OR CONTRACTOR WITH THE APPROPRIATE REGULATORY AUTHORITY
4) SURVEY CLASSIFICATION: SUBURBAN

Karins and Associates
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GEORGETOWN, DELAWARE 19947
PHONE: (302) 856-6699

DATE:01-12-2020	SCALE: 1" = 20'	DRAWN: MBK	CHECKED: CEA

I, CHARLES E. ADAMS, JR., REGISTERED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF DELAWARE, HEREBY STATE THAT THE INFORMATION SHOWN ON THIS PLAN HAS BEEN PREPARED UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS ESTABLISHED BY THE STATE OF DELAWARE BOARD OF PROFESSIONAL LAND SURVEYORS. ANY CHANGES TO THE THE PROPERTY CONDITIONS, IMPROVEMENTS, BOUNDARY OR PROPERTY CORNERS AFTER THE DATE SHOWN HEREON SHALL NECESSITATE A NEW REVIEW AND CERTIFICATION FOR ANY OFFICIAL OR LEGAL USE.

APPROVED: _____
CHARLES E. ADAMS, JR., P.L.S. 506

BOUNDARY SURVEY PLAN
PREPARED FOR
NORMAN H. SINGER
& SANDRA K. SINGER
REF-DEED BOOK
4586 PAGE 148
135 CHESAPEAKE STREET
3-34-20.09-175.02
AREA: 7,248± SQUARE FEET
SITUATE IN: LEWES & REHOBOTH HUNDRED
SUSSEX COUNTY, STATE OF DELAWARE

DRAWING: JOB# G 1229-A.dwg