

**CONSTRUCTION AND PROPERTY MAINTENANCE
CODE BOARD OF APPEALS
AGENDA**



JUNE 28, 2018 - 4:00 P.M.

**CITY HALL CONFERENCE ROOM
15 LOCKERMAN PLAZA, DOVER, DELAWARE**

AGENDA ADDITIONS/DELETIONS

- 1. PROPERTY MAINTENANCE CODE VIOLATION (CHAPTER 114 - VEGETATION, ARTICLE II - WEEDS, SECTION 114-32 - MAXIMUM HEIGHT) APPEAL OF DECISION AND FINES - 60 SOUTH QUEEN STREET AND 26 NORTH KIRKWOOD STREET (NATIONAL COUNCIL ON AGRICULTURAL LIFE AND LABOR RESEARCH FUND, INC. (NCALL))**

- 2. PROPERTY MAINTENANCE CODE CITATIONS (CHAPTER 22 - BUILDINGS AND BUILDING REGULATIONS, ARTICLE XII - VACANT BUILDINGS, SECTION 22-403 - REGISTRATION AND REGISTRATION FEE) - APPEAL OF DECISIONS AND REGISTRATION FEES**
 - A. 223 NORTH GOVERNORS AVENUE (ALVIN ROHM)**
 - B. 60 RIDGELY STREET (PHILIP J. MCGINNIS)**

- 3. ADJOURNMENT**

/TM

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City of Dover

June 15, 2018

NCALL Research, Inc.
Patricia Kelleher, Real Estate Development Manager
363 Saulsbury Road
Dover, DE 19904

Re: Appeal of Citations #18-00001461 - 60 South Queen Street and #18-00001320 - 26 North Kirkwood Street,
Dover, Delaware

Ms. Kelleher:

I have received your request to appeal the citations and fines related to the violation of Chapter 114 - Vegetation, Article II - Weeds, Section 114-32 - Maximum height, by unlawfully permitting grass/weeds in excess of eight (8) inches at 60 South Queen Street and 26 North Kirkwood Street, Dover Delaware. Sec. 114-32 of the Dover Code states the following:


Sec. 114-32. Maximum height.

It shall be unlawful and a nuisance for the owner, occupant or tenant of any premises, or any agent caring for or in charge of the premises, to permit any weeds, underbrush, deleterious or unhealthful growths, or other noxious matter to grow to a height of eight inches or more.

A meeting of the Construction and Property Maintenance Code Board of Appeals has been scheduled for Thursday, June 28, 2018 at 4:00 p.m. in the City Hall Conference Room, 15 Loockerman Plaza, Dover, DE 19901 to hear your appeal. If you have any additional documentation that you would like the Board to review when considering your appeal, please provide this information to the City Clerk's Office on or before Thursday, June 21, 2018.

Please feel free to contact me by e-mail at cityclerk@dover.de.us or by phone at (302) 736-7008 if you have any questions or concerns.

Sincerely,


Traci A. McDowell, MMC
City Clerk

/TAM

S:\APPEALS\2018\60 SOUTH QUEEN AND 26 NORTH KIRKWOOD-TALL GRASS\Receipt of Appeal - Vegetation - Grass-Weeds - NCALL.wpd

cc: Nicholas Rodriguez, City Solicitor
William Pepper, Deputy City Solicitor
David Hugg, Director of Planning and Community Development
Tim Taraila, Code Enforcement Supervisor
Velvet Bowen, Inspector

May 23, 2018

RECEIVED

JUN 05 2018

OFFICE OF THE CITY CLERK

Ronald L. Coburn Jr.
Code Enforcement Officer
Division of Code Enforcement
City of Dover
15 Loockerman Plaza
Dover, DE 19901

RE: Appeal of Grass Cutting Citations

Dear Mr. Coburn:

NCALL recently received citations for uncut grass at our properties at 60 S. Queen Street (citation # 18-00001461) and 26 N. Kirkwood (citation # 18-00001320). We apologize for the fact that the grass was longer than it should have been but respectfully ask that you consider repealing the fines, that is, we are appealing the citations.

The reasons for our request are that NCALL is a nonprofit dedicated to improving conditions in Central Dover, among other services and programs. One of our strategies is to purchase vacant properties to redevelop as single family housing for first time homebuyers, thereby improving the area and increasing the tax base. The two referenced vacant and boarded up properties were purchased from Joe Burden Jr., as well as seven others, earlier this year. Demolition was scheduled to begin on May 14 on N. Kirkwood but because of a number of delays on the part of the contractor, it did not begin until this past Tuesday, May 22.

Additionally, we had contracted with Dover Interfaith Mission for Housing to have the residents of the shelter cut the grass on our lots. It took them longer to organize than we expected and then they realized they also needed a riding mower for some areas so did not begin cutting as quickly as we had hoped. However, they are now ready and committed to a weekly cutting schedule. We believe that employing the residents is important for a variety of reasons, including the fact that it meets our mission and is good for all involved to have the men engaged in paid employment.

Finally, the heavy recent rains have caused delays to both demolition and to grass cutting.

Please consider rescinding the fines for the above reasons.

Thank you in advance for your consideration of this request.

Sincerely,

Patricia Kelleher
Real Estate Development Manager

Cc: Dave Hugg, City of Dover
Connie Harrington, NCALL

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

May 14, 2018

NATIONAL COUNCIL ON AG LIFE &
LABOR RESEARCH FUND INC
363 SAULSBURY RD
DOVER DE 19904

RE: Property Address: 60 S QUEEN ST
Tax Parcel Number: ED-05-076.08-06-520.000-000
Case Number: 18-00001461

DEAR Sir/Madam:

This letter is to notify you that your property located at 60 S QUEEN ST is in violation of the Weed Ordinance of the City of Dover. The Ordinance reads as follows:

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DOVER IN COUNCIL MET:

The Dover Municipal Code is amended by adding the following sections under Article II, Weeds to read as follows:

Sec. 114-32 Duty to contain weeds on property and maintain at a certain height.

It shall be unlawful and a nuisance for the owner, occupant or tenant of any premises, or any agent caring for or in charge of the premises, to permit any weeds, grass, underbrush, deleterious or unhealthful growths or other noxious matter to grow to a height of EIGHT (8) inches or more.

Sec. 114-33 Failure to maintain weeds at proper height - City Authority; costs and lien.

(a) In the event that any owner, occupant, or tenant of any premises, or any agent caring for or in charge of the premises, within the City, shall permit any grass, weeds, underbrush, deleterious or unhealthful growths or other noxious matter to grow to a height of EIGHT (8) inches or more as prohibited by Section 114-32 of this Code, then the Health Inspector or Fire Marshal or his authorized agents shall issue a citation showing a violation of Sec. 114-32, said citation to be served personally or by certified mail upon the owner, occupant or tenant of the premises, or any agent caring for or in charge of the premises. The citation shall cite the violation of this Code and shall state what corrective action must be taken and shall state the consequences for failure to take such corrective action. If the violation is not corrected within Three (3) days from the date of

5/22 @ 11:15 CONTACTED PRIORITY SERVICES TO CUT
Community Excellence Through Quality Service

**Division of
Code Enforcement**
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

personal service of the citation or within SEVEN (7) days from the date of mailing of the citation by certified mail, then the City at the direction of the Health Inspector or the Fire Marshal may remove the weeds, grass, underbrush, deleterious or other unhealthful growths or other noxious matter growing to a height in excess of EIGHT (8) inches or more in Violation of Section 114-32 of this Code and charge the responsible person \$50.00 per hour for such work that must be done to render the property in compliance with this Ordinance. When the owner, occupant or tenant of any premises, or any agent caring for or in charge of the premises has received a citation and failed to take corrective action, and the City has corrected the violation in accordance with this section, then no further notification shall be necessary for the City to take any further corrective action on any subsequent violations within the following twelve (12) month period starting from the date of the first corrective action by the City.

(b) In the event that the owner, occupant, tenant or other agent caring for or in charge of the premises is deemed to be in violation of Section 114-32 of this Code and in the event that the violation is corrected in compliance with Sub-section (a) and if the charges assessed by the City for correcting said deficiency are not paid, then the City, after having corrected the deficiency and violation, shall place its charges and expenses as specified in the municipal lien docket as a lien against said property and the City Solicitor shall be directed to enforce said lien or to collect the charges imposed by the City by any other means that he may deem desirable and most advantageous.

We sincerely request your cooperation in helping to keep the City clean by maintaining this type property in a well kept manner, thus making our City a more pleasant place in which to live.

Sincerely,



RON COBURN
Code Enforcement Officer

Enclosure



Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

CITATION

Citation # 18-00001461

NATIONAL COUNCIL ON AG LIFE &
LABOR RESEARCH FUND INC
363 SAULSBURY RD
DOVER DE 19904

Location of Offense: 60 S QUEEN ST
Type of Offense: TALL GRASS AND WEEDS
Date of Offense: May 14, 2018
Time of Offense: 09:31
Date of Issue: May 14, 2018

You are hereby fined for being in violation of the City of Dover Ordinance marked (X) below. Payment must be received by The City of Dover Inspections Dept., 15 E. Loockerman St, Dover, Delaware prior to May 28, 2018.

Appeals of this citation may be submitted in writing to the City of Dover Inspections Department at the above address. This appeal must be made by the above date and time. Failure to pay this fine may result in the City of Dover seeking collections through an approved collections agency. The filing of an appeal does not excuse the obligation to pay the initial fine.

Sec. 114-34. Fines

(d) Lien. Any fines imposed pursuant to subsection (a) of this section which remain unpaid shall:

- (1) Be added to the tax duplicate for the tax year said services were provided by the city and invoiced as part of the annual property tax bill for said property and collected as part of the city property tax collection process, and
- (2) Be placed by the city as specified in the municipal lien docket as a lien against the property on which the violation occurred, and the procedures for enforcement or collection of said lien shall be as set out in section 114-33(b).

Fines will be doubled if not paid within 14 days from the date the fine was issued.


RON COBURN

Code Enforcement Officer

Violation: (X) UNLAWFULLY PERMIT GRASS/WEEDS IN EXCESS OF 8 INCHES
Sec No: 114-32 DCO GRASS/WEEDS MUST BE CUT WITHIN 7 DAYS (SEE EXHIBIT A)
Fine as per code: \$ 25.00

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

EXHIBIT A
(of the Citation)

Enclosed is a citation issued by the Department of Inspections citing a violation of "failure to maintain grass/weeds at a proper height". **Citation will double if not paid within 14 days of the issue date.** The Ordinance allows a \$50.00 per hour fee, if we have to arrange for the weeds and grass to be cut.

This Code also provides a time period for corrective action. If the person fined does not bring the property in compliance within three (3) days, from the date of personal service of the citation, or within seven (7) days from the date of mailing of the citation, the City may remove the weeds, and charge the responsible person for such work that must be done to render the property in compliance with Section 114-32, 114-33, and 114-34 of the City of Dover Municipal Code.

The penalties for this offense are as follows:

First Offense.....	\$ 25.00
Second Offense.....	\$ 50.00
Third & Subsequent.....	\$100.00

Our office maintains a list of Lawn Service Companies and Contractors, which we will provide you upon request, to help you in correcting this matter.

We sincerely solicit your cooperation in helping to keep the City clean by maintaining this type property in a well kept manner, thus making our City a more pleasant place in which to live. If we can provide any further information concerning this matter, please feel free to contact our office at (302) 736-7011.

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OFFICIAL USE

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Certified Mail Fee	
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<input type="checkbox"/> Return Receipt (hardcopy)	\$
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<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
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NATIONAL COUNCIL ON AG LIFE & LABOR RESEARCH FUND INC 363 SAULSBURY RD DOVER DE 19904	

DOVER DE 19904
 RC
 18-1461
 MAY 15 2010
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Inspections & Planning

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>[Signature]</i></p>	
<p>1. Article Addressed to:</p> <p>NATIONAL COUNCIL ON AG LIFE & LABOR RESEARCH FUND INC 363 SAULSBURY RD DOVER DE 19904</p>	<p>B. Received by (Printed Name)</p>	<p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7017 0660 0001 1040 0900</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p> <p>RC 18-1461</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Mail Restricted Delivery (500)</p>	<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>	



2018/05/14 09:31



NATIONAL COUNCIL ON AGRICULTURAL LIFE
AND LABOR RESEARCH FUND, INC.
"First in housing services, because we care."

May 23, 2018

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Ronald L. Coburn Jr.
Code Enforcement Officer
Division of Code Enforcement
City of Dover
15 Lookerman Plaza
Dover, DE 19901

RE: Appeal of Grass Cutting Citations

Dear Mr. Coburn:

NCALL recently received citations for uncut grass at our properties at 60 S. Queen Street (citation # 18-00001461) and 26 N. Kirkwood (citation # 18-00001320). We apologize for the fact that the grass was longer than it should have been but respectfully ask that you consider repealing the fines.

The reasons for our request are that NCALL is a nonprofit dedicated to improving conditions in Central Dover, among other services and programs. One of our strategies is to purchase vacant properties to redevelop as single family housing for first time homebuyers, thereby improving the area and increasing the tax base. The two referenced vacant and boarded up properties were purchased from Joe Burden Jr., as well as seven others, earlier this year. Demolition was scheduled to begin on May 14 on N. Kirkwood but because of a number of delays on the part of the contractor, it did not begin until this past Tuesday, May 22.


Additionally, we had contracted with Dover Interfaith Mission for Housing to have the residents of the shelter cut the grass on our lots. It took them longer to organize than we expected and then they realized they also needed a riding mower for some areas so did not begin cutting as quickly as we had hoped. However, they are now ready and committed to a weekly cutting schedule. We believe that employing the residents is important for a variety of reasons, including the fact that it meets our mission and is good for all involved to have the men engaged in paid employment.

Finally, the heavy recent rains have caused delays to both demolition and to grass cutting.

Please consider rescinding the fines for the above reasons.

Thank you in advance for your consideration of this request.

Sincerely,

A handwritten signature in black ink that reads "Patricia Kelleher". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Patricia Kelleher
Real Estate Development Manager

Cc: Dave Hugg, City of Dover
Connie Harrington, NCALL

Coburn, Ron

From: Coburn, Ron
Sent: Wednesday, May 30, 2018 10:02 AM
To: 'Patricia Kelleher'
Cc: Hugg, Dave
Subject: RE: Vacant Buildings

Good Morning Trish,

The fines maybe appealed by scheduling a hearing with the Construction and Property Maintenance Appeals Board.

You may contact the City Clerk's office at 736.7008 to schedule a hearing.

Please note that the City of Dover hired a contractor to cut the overgrowth at 60 S Queen Street and a lien will be placed against the property for the cost.

The grass violation at 26 N Kirkwood Street was brought into compliance.

Ronald L. Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rcoburn@dover.de.us

From: Patricia Kelleher <pkelleher@ncall.org>
Sent: Wednesday, May 23, 2018 11:09 AM
To: Coburn, Ron <rcoburn@DOVER.DE.US>; Hugg, Dave <dhugg@DOVER.DE.US>
Subject: Vacant Buildings

Good morning Ron and Dave.

I'm attaching an appeal to revoke the grass cutting citations which I will also mail.

Thank you for your consideration of this request.

Best regards, Trish



Patricia Kelleher / Real Estate Development Manager
pkelleher@ncall.org

NCALL Research, Inc.
Office: 302-678-9400 x135 / Fax: 302-678-9058
363 Saulsbury Road Dover, DE 19904
www.ncall.org



From: Hugg, Dave [<mailto:dhugg@dover.de.us>]
Sent: Tuesday, May 22, 2018 3:04 PM
To: Patricia Kelleher <pkelleher@ncall.org>
Subject: FW: Vacant Buildings

As requested

PS NCALL has some vacant buildings that are close to being cited for tall grass – just want you to know,

From: Coburn, Ron
Sent: Tuesday, May 22, 2018 3:00 PM
To: Hugg, Dave <dhugg@DOVER.DE.US>
Subject: FW: Vacant Buildings

Dave attached is the most current list of known vacant buildings.

Ronald L Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rcoburn@dover.de.us

ARTICLE II. - WEEDS

Sec. 114-31. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Weeds means grass, weeds, bushes and any other vegetation, other than trees, ornamental shrubbery, flowers and garden vegetables that are properly tended.

(Code 1968, § 30-1; Code 1981, § 21-16)

Sec. 114-32. - Maximum height.

It shall be unlawful and a nuisance for the owner, occupant or tenant of any premises, or any agent caring for or in charge of the premises, to permit any weeds, underbrush, deleterious or unhealthy growths, or other noxious matter to grow to a height of eight inches or more.

(Code 1968, § 30-4; Ord. of 9-13-1976; Code 1981, § 21-17; Ord. of 8-28-2000)

Charter reference— Power of council to define nuisances, subpart A, § 18.

Sec. 114-33. - Failure to maintain proper height; abatement by city; costs and lien.

- (a) *Summons; action by city.* In the event that any owner, occupant or tenant of any premises within the city, or any agent caring for or in charge of the premises, shall permit any grass, weeds, underbrush, deleterious or unhealthy growths or other noxious matter to grow to a height of eight inches or more as prohibited by this article, then the code enforcement officer or fire marshal or his authorized agents shall issue a summons showing a violation of section 114-32, said summons to be served personally or by mail evidenced by certificate of mailing upon the owner, occupant, or tenant of the premises, or any agent caring for or in charge of the premises. The summons shall cite the violation of this article and shall be accompanied by a letter or a copy of the relevant provisions of this article stating what corrective action must be taken and shall state the consequences for failure to take such corrective action. If the violation is not corrected within three days from the date of personal service of the summons or within seven days from the date of mailing of the summons evidenced by certificate of mailing, then the city, at

the direction of the code enforcement officer or the fire marshal, may remove the weeds, grass, underbrush, deleterious or other unhealthful growths or other noxious matter growing to a height in excess of eight inches or more in violation of section 114-32 and charge the responsible person as provided for in Appendix F—Fees and Fines for such work that must be done to render the property in compliance with this article. When the owner, occupant, or tenant of any premises, or any agent caring for or in charge of the premises, has received summonses, or been issued a summons evidenced by certificate of mailing, and fails to take corrective action, and the city has corrected the violation in accordance with this subsection, then no further notification shall be necessary for the city to take any further corrective action on any subsequent violations within the following 12-month period starting from the date of the first corrective action by the city.

- (b) *Failure to pay charges.* In the event that the owner of record is deemed to be in violation of section 114-32, and in the event that the violation is corrected in compliance with subsection (a) of this section, and if the charges assessed by the city for correcting said deficiency are not paid, then the city, after having corrected the deficiency and violation, shall place its charges and expenses as specified in the municipal lien docket as a lien against said property, and add the charges and expenses as specified to the tax duplicate for the tax year said services were provided by the city and invoiced as part of the annual property tax bill for said property and collected as part of the city property tax collection process. In addition to the methods directed herein, the city solicitor shall be directed to enforce said lien or to collect the charges imposed by the city by any other means that he may deem desirable and most advantageous to the city. The violator shall be responsible for all collection costs and expenses, including attorneys' fees.

(Ord. of 9-13-1976; Code 1981, § 21-18; Ord. of 7-27-1992; Ord. of 8-28-2000; Ord. No. 2009-09, 6-22-2009; Ord. No. 2012-22, 11-13-2012)

Sec. 114-34. - Fines.

- (a) *Generally.* Any person convicted of a violation of section 114-32, regardless of corrective actions taken, shall be punished for that violation by a fine as provided for in Appendix F—Fees and Fines. Any such fine shall be in addition to any charges

or assessments imposed upon the violator pursuant to section 114-33(a). All fines imposed shall be in accordance with the minimum fine schedule set out in subsection (c) herein.

- (b) *Each day.* Every day that a violation of section 114-32 continues shall be considered a separate offense, for which the violator may be tried and convicted without necessity of further notice.
- (c) *Minimums.*
 - (1) Any fine assessed pursuant to subsection (a) of this section shall be no less than the minimum amount as provided for in Appendix F—Fees and Fines.
 - (2) In determining the applicable minimum fine, an offense shall be considered a recurring offense only if the defendant has previously pleaded, or been found guilty of causing or permitting the same nuisance at the same location within the past 18 months, or for every day that the violation of section 114-32 continues as per subsection (b) of this section.
- (d) *Lien.* Any fines imposed pursuant to subsection (a) of this section which remain unpaid shall:
 - (1) Be added to the tax duplicate for the tax year said services were provided by the city and invoiced as part of the annual property tax bill for said property and collected as part of the city property tax collection process, and
 - (2) Be placed by the city as specified in the municipal lien docket as a lien against the property on which the violation occurred, and the procedures for enforcement or collection of said lien shall be as set out in section 114-33(b).
- (e) *When not paid.* Fines not paid within 14 days of the day the fine was issued, including the day the fine was issued, shall be automatically doubled in amount.

(Code 1981, § 21-19; Ord. of 3-23-1992; Ord. of 7-27-1992; Ord. of 9-22-2003; Ord. No. 2009-09, 6-22-2009; Ord. No. 2012-22, 11-13-2012)

Sec. 114-35. - Exceptions.

The following shall be considered exceptions to the eight-inch height maximum:

- (a) *Riparian areas.* Areas within 75 feet of the bank of a perennial stream or lake or within 25 feet from the outer edge of a stormwater management pond shall be permitted to include stream bank vegetation, including grasses, shrubs and/or trees.

- (b) *Agricultural areas.* Areas that are actively used for the cultivation of fields, including seasonal cover crops, shall be exempt from this requirement.
- (c) *Approved natural and/or meadow areas.* Areas that have been planted as meadow areas or areas that are being allowed to revert to natural vegetation, with approval of the city planner and the city manager, shall be permitted in accordance with the approvals granted by these offices.

(Ord. No. 2009-10, 5-11-2009)

Secs. 114-36—114-55. - Reserved.

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover

Phone: (302) 736-7011
Fax: (302) 736-4217

CITATION

Citation # 18-00001320

NATIONAL COUNCIL ON AG LIFE &
LABOR RESEARCH FUND INC
363 SAULSBURY RD
DOVER DE 19904

Location of Offense: 26 N KIRKWOOD ST
Type of Offense: TALL GRASS AND WEEDS
Date of Offense: May 10, 2018
Time of Offense: 14:18
Date of Issue: May 10, 2018
Previous Offense, If any - Date: 5/3/18

You are hereby fined for being in violation of the City of Dover Ordinance marked (X) below. Payment must be received by The City of Dover Inspections Dept., 15 E. Loockerman St, Dover, Delaware prior to May 24, 2018

Appeals of this citation may be submitted in writing to the City of Dover Inspections Department at the above address. This appeal must be made by the above date and time. Failure to pay this fine may result in the City of Dover seeking collections through an approved collections agency. The filing of an appeal does not excuse the obligation to pay the initial fine.

Sec. 114-34. Fines

(d) Lien. Any fines imposed pursuant to subsection (a) of this section which remain unpaid shall:

- (1) Be added to the tax duplicate for the tax year said services were provided by the city and invoiced as part of the annual property tax bill for said property and collected as part of the city property tax collection process, and
- (2) Be placed by the city as specified in the municipal lien docket as a lien against the property on which the violation occurred, and the procedures for enforcement or collection of said lien shall be as set out in section 114-33(b).

Fines will be doubled if not paid within 14 days from the date the fine was issued.

Velvet L. Bowen

VELVET BOWEN
Code Enforcement Officer

CM

Violation: (X) UNLAWFULLY PERMIT GRASS/WEEDS IN EXCESS OF 8 INCHES
Sec No: 114-32 DCO GRASS/WEEDS MUST BE CUT WITHIN 7 DAYS (SEE EXHIBIT A)
Fine as per code: \$ 25.00

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover

Phone: (302) 736-7011
Fax: (302) 736-4217

EXHIBIT A
(of the Citation)

Enclosed is a citation issued by the Department of Inspections citing a violation of "failure to maintain grass/weeds at a proper height". **Citation will double if not paid within 14 days of the issue date.** The Ordinance allows a \$50.00 per hour fee, if we have to arrange for the weeds and grass to be cut.

This Code also provides a time period for corrective action. If the person fined does not bring the property in compliance within three (3) days, from the date of personal service of the citation, or within seven (7) days from the date of mailing of the citation, the City may remove the weeds, and charge the responsible person for such work that must be done to render the property in compliance with Section 114-32, 114-33, and 114-34 of the City of Dover Municipal Code.

The penalties for this offense are as follows:

First Offense.....	\$ 25.00
Second Offense.....	\$ 50.00
Third & Subsequent.....	\$100.00

Our office maintains a list of Lawn Service Companies and Contractors, which we will provide you upon request, to help you in correcting this matter.

We sincerely solicit your cooperation in helping to keep the City clean by maintaining this type property in a well kept manner, thus making our City a more pleasant place in which to live. If we can provide any further information concerning this matter, please feel free to contact our office at (302) 736-7011.

Division of
Code Enforcement
15 Lookerman Plaza
Dover, DE 19901

City of Dover



Phone: (302) 736-7011
Fax: (302) 736-4217

May 10, 2018

NATIONAL COUNCIL ON AG LIFE &
LABOR RESEARCH FUND INC
363 SAULSBURY RD
DOVER DE 19904

RE: Property Address: 26 N KIRKWOOD ST
 Tax Parcel Number: ED-05-076.08-04-140.000-000
 Case Number: 18-00001320

DEAR Sir/Madam:

This letter is to notify you that your property located at 26 N KIRKWOOD ST is in violation of the Weed Ordinance of the City of Dover. The Ordinance reads as follows:

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DOVER IN COUNCIL MET:

The Dover Municipal Code is amended by adding the following sections under Article II, Weeds to read as follows:

Sec. 114-32 Duty to contain weeds on property and maintain at a certain height.

It shall be unlawful and a nuisance for the owner, occupant or tenant of any premises, or any agent caring for or in charge of the premises, to permit any weeds, grass, underbrush, deleterious or unhealthful growths or other noxious matter to grow to a height of EIGHT (8) inches or more.

Sec. 114-33 Failure to maintain weeds at proper height - City Authority; costs and lien.

(a) In the event that any owner, occupant, or tenant of any premises, or any agent caring for or in charge of the premises, within the City, shall permit any grass, weeds, underbrush, deleterious or unhealthful growths or other noxious matter to grow to a height of EIGHT (8) inches or more as prohibited by Section 114-32 of this Code, then the Health Inspector or Fire Marshal or his authorized agents shall issue a citation showing a violation of Sec. 114-32, said citation to be served personally or by certified mail upon the owner, occupant or tenant of the premises, or any agent caring for or in charge of the premises. The citation shall cite the violation of this Code and shall state what corrective action must be taken and shall state the consequences for failure to take such corrective action. If the violation is not corrected within Three (3) days from the date of

City of Dover

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

Phone: (302) 736-7011
Fax: (302) 736-4217

personal service of the citation or within SEVEN (7) days from the date of mailing of the citation by certified mail, then the City at the direction of the Health Inspector or the Fire Marshal may remove the weeds, grass, underbrush, deleterious or other unhealthful growths or other noxious matter growing to a height in excess of EIGHT (8) inches or more in Violation of Section 114-32 of this Code and charge the responsible person \$50.00 per hour for such work that must be done to render the property in compliance with this Ordinance. When the owner, occupant or tenant of any premises, or any agent caring for or in charge of the premises has received a citation and failed to take corrective action, and the City has corrected the violation in accordance with this section, then no further notification shall be necessary for the City to take any further corrective action on any subsequent violations within the following twelve (12) month period starting from the date of the first corrective action by the City.

(b) In the event that the owner, occupant, tenant or other agent caring for or in charge of the premises is deemed to be in violation of Section 114-32 of this Code and in the event that the violation is corrected in compliance with Sub-section (a) and if the charges assessed by the City for correcting said deficiency are not paid, then the City, after having corrected the deficiency and violation, shall place its charges and expenses as specified in the municipal lien docket as a lien against said property and the City Solicitor shall be directed to enforce said lien or to collect the charges imposed by the City by any other means that he may deem desirable and most advantageous.

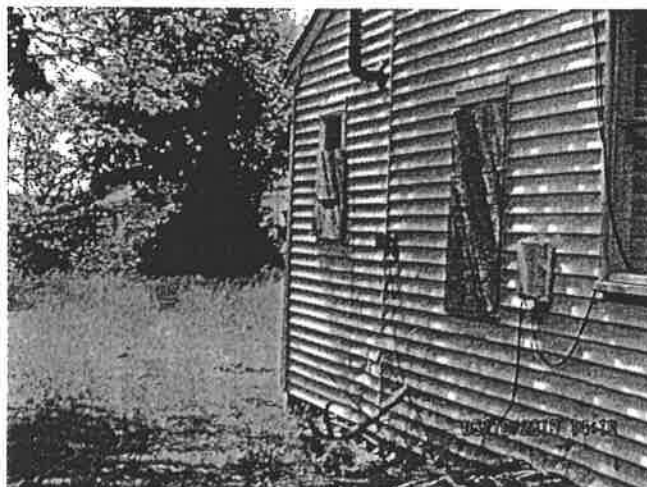
We sincerely request your cooperation in helping to keep the City clean by maintaining this type property in a well kept manner, thus making our City a more pleasant place in which to live.

Sincerely,



VELVET BOWEN
Code Enforcement Officer

Enclosure



Community Excellence Through Quality Service

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover



Phone: (302) 736-7011
Fax: (302) 736-4217

LAWN CARE REMINDER

May 43, 2018

NATIONAL COUNCIL ON AG LIFE &
LABOR RESEARCH FUND INC
363 SAULSBURY RD
DOVER DE 19904

RE: Property address: 26 N KIRKWOOD ST
Tax Parcel Number: ED-05-076.08-04-140.000-000
Case Number: 18-00001320

DEAR Sir/Madam:

The City Inspectors have noticed the grass and/or weeds in your yard are close to exceeding the EIGHT(8") inch high property code violation (City Ordinance 114-32 grass and weeds may not exceed EIGHT (8") inches). Failure to maintain this ordinance can result in a citation being issued.

If you are one of our many citizens who take good care of your property and this is the first time receiving this notice, please do not be offended. We understand that there may be an unusual circumstance causing the current situation. If you have any questions, please call 736-7011. Thank you for your cooperation.

Sincerely,

Velvet L. Bowen

VELVET BOWEN
Code Enforcement Officer

Location: Exterior property areas

Please cut grass before May 10, 2018

*not cut in back
5/10
14:18*



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <i>K. Wilson</i> <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>NATIONAL COUNCIL ON AG LIFE & LABOR RESEARCH FUND INC 363 SAULSBURY RD DOVER DE 19904</p>		<p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7017 0660 0001 1040 0825</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p style="text-align: right;">VB 18-1320</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery (500)</p>			
<p>9590 9402 2791 7069 8597 20</p>			
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>	

7017 0660 0001 1040 0825

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
<p>For delivery information, visit our website at www.usps.com®.</p>	
<p>OFFICIAL USE</p>	
<p>Certified Mail Fee \$</p> <p>Extra Services & Fees (check box, add fee as appropriate)</p> <p><input type="checkbox"/> Return Receipt (hardcopy) \$</p> <p><input type="checkbox"/> Return Receipt (electronic) \$</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery \$</p> <p><input type="checkbox"/> Adult Signature Required \$</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery \$</p> <p>Postage \$</p>	
<p>NATIONAL COUNCIL ON AG LIFE & LABOR RESEARCH FUND INC 363 SAULSBURY RD DOVER DE 19904</p>	
<p style="text-align: right;">Postmark Here</p> <p style="text-align: right;">Inspections & Planning</p>	
<p>PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions</p>	



05/10/2018 14:18



26

05/03/2018 09:44

ARTICLE II. - WEEDS

Sec. 114-31. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Weeds means grass, weeds, bushes and any other vegetation, other than trees, ornamental shrubbery, flowers and garden vegetables that are properly tended.

(Code 1968, § 30-1; Code 1981, § 21-16)

Sec. 114-32. - Maximum height.

It shall be unlawful and a nuisance for the owner, occupant or tenant of any premises, or any agent caring for or in charge of the premises, to permit any weeds, underbrush, deleterious or unhealthful growths, or other noxious matter to grow to a height of eight inches or more.

(Code 1968, § 30-4; Ord. of 9-13-1976; Code 1981, § 21-17; Ord. of 8-28-2000)

Charter reference— Power of council to define nuisances, subpart A, § 18.

Sec. 114-33. - Failure to maintain proper height; abatement by city; costs and lien.

- (a) *Summons; action by city.* In the event that any owner, occupant or tenant of any premises within the city, or any agent caring for or in charge of the premises, shall permit any grass, weeds, underbrush, deleterious or unhealthful growths or other noxious matter to grow to a height of eight inches or more as prohibited by this article, then the code enforcement officer or fire marshal or his authorized agents shall issue a summons showing a violation of section 114-32, said summons to be served personally or by mail evidenced by certificate of mailing upon the owner, occupant, or tenant of the premises, or any agent caring for or in charge of the premises. The summons shall cite the violation of this article and shall be accompanied by a letter or a copy of the relevant provisions of this article stating what corrective action must be taken and shall state the consequences for failure to take such corrective action. If the violation is not corrected within three days from the date of personal service of the summons or within seven days from the date of mailing of the summons evidenced by certificate of mailing, then the city, at the direction of the code enforcement officer or the fire marshal, may remove the weeds, grass, underbrush, deleterious or other unhealthful growths or other noxious matter growing to a height in excess of eight inches or more in violation of section 114-32 and charge the responsible person as provided for in Appendix F—Fees and Fines for such work that must be done to render the property in compliance with this article. When the owner, occupant, or tenant of any premises, or any agent caring for or in charge of the premises, has received summonses, or been issued a summons evidenced by certificate of mailing, and fails to take corrective action, and the city has corrected the violation in accordance with this subsection, then no further notification shall be necessary for the city to take any further corrective action on any subsequent violations within the following 12-month period starting from the date of the first corrective action by the city.
- (b) *Failure to pay charges.* In the event that the owner of record is deemed to be in violation of section 114-32, and in the event that the violation is corrected in compliance with subsection (a) of this section, and if the charges assessed by the city for correcting said deficiency are not paid, then the city, after having corrected the deficiency and violation, shall place its charges and expenses as specified in the municipal lien docket as a lien against said property, and add the charges and expenses as specified to the tax duplicate for the tax year said services were provided by the city and invoiced as part of the annual property tax bill for said property and collected as part of the city

property tax collection process. In addition to the methods directed herein, the city solicitor shall be directed to enforce said lien or to collect the charges imposed by the city by any other means that he may deem desirable and most advantageous to the city. The violator shall be responsible for all collection costs and expenses, including attorneys' fees.

(Ord. of 9-13-1976; Code 1981, § 21-18; Ord. of 7-27-1992; Ord. of 8-28-2000; Ord. No. 2009-09, 6-22-2009; Ord. No. 2012-22, 11-13-2012)

Sec. 114-34. - Fines.

- (a) *Generally.* Any person convicted of a violation of section 114-32, regardless of corrective actions taken, shall be punished for that violation by a fine as provided for in Appendix F—Fees and Fines. Any such fine shall be in addition to any charges or assessments imposed upon the violator pursuant to section 114-33(a). All fines imposed shall be in accordance with the minimum fine schedule set out in subsection (c) herein.
- (b) *Each day.* Every day that a violation of section 114-32 continues shall be considered a separate offense, for which the violator may be tried and convicted without necessity of further notice.
- (c) *Minimums.*
 - (1) Any fine assessed pursuant to subsection (a) of this section shall be no less than the minimum amount as provided for in Appendix F—Fees and Fines.
 - (2) In determining the applicable minimum fine, an offense shall be considered a recurring offense only if the defendant has previously pleaded, or been found guilty of causing or permitting the same nuisance at the same location within the past 18 months, or for every day that the violation of section 114-32 continues as per subsection (b) of this section.
- (d) *Lien.* Any fines imposed pursuant to subsection (a) of this section which remain unpaid shall:
 - (1) Be added to the tax duplicate for the tax year said services were provided by the city and invoiced as part of the annual property tax bill for said property and collected as part of the city property tax collection process, and
 - (2) Be placed by the city as specified in the municipal lien docket as a lien against the property on which the violation occurred, and the procedures for enforcement or collection of said lien shall be as set out in section 114-33(b).
- (e) *When not paid.* Fines not paid within 14 days of the day the fine was issued, including the day the fine was issued, shall be automatically doubled in amount.

(Code 1981, § 21-19; Ord. of 3-23-1992; Ord. of 7-27-1992; Ord. of 9-22-2003; Ord. No. 2009-09, 6-22-2009; Ord. No. 2012-22, 11-13-2012)

Sec. 114-35. - Exceptions.

The following shall be considered exceptions to the eight-inch height maximum:

- (a) *Riparian areas.* Areas within 75 feet of the bank of a perennial stream or lake or within 25 feet from the outer edge of a stormwater management pond shall be permitted to include stream bank vegetation, including grasses, shrubs and/or trees.
- (b) *Agricultural areas.* Areas that are actively used for the cultivation of fields, including seasonal cover crops, shall be exempt from this requirement.
- (c) *Approved natural and/or meadow areas.* Areas that have been planted as meadow areas or areas that are being allowed to revert to natural vegetation, with approval of the city planner and the city manager, shall be permitted in accordance with the approvals granted by these offices.

(Ord. No. 2009-10, 5-11-2009)

Secs. 114-36—114-55. - Reserved.

ARTICLE XII. - VACANT BUILDINGS

Sec. 22-400. - Purpose; applicability; definitions.

- (a) *Purpose.* The purpose and intent of this article is to establish a registration and identification program of vacant buildings within the city. Vacant buildings are detrimental to the surrounding buildings and neighborhoods in which they exist. The article is also to ensure the public health, safety and welfare insofar as they are affected by vacant buildings within the city. The health, safety and welfare of the neighborhoods in which vacant buildings are located are of the utmost importance to the city, as is the general community character in which these vacant buildings are located.
- (b) *Applicability.* The provisions of this article shall apply to all matters affecting or relating to vacant buildings. Where, in this article, different sections of this Code may specify different requirements, the most restrictive shall govern.
- (c) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning.
 - (1) *Vacant building* means a building, structure, or dwelling that has been unoccupied for more than three consecutive months; or a commercial tenant space greater than 10,000 square feet in an otherwise occupied building, that has been left unoccupied for more than three consecutive months.
 - (2) *Actively for sale or lease* means the building is being actively marketed through a licensed real estate broker or the owner who is regularly advertising the property in newspapers circulated in and around Dover, it is being offered for sale or lease at a cost of no more than 25 percent over market rate as determined by the city assessor, and the building is in reasonable condition for sale or lease, including but not limited to: no trash has collected inside or outside of the building, the utilities are functional, and it is not being used as storage that is unrelated to the former use.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-401. - Monitoring, inspection and condition standards.

- (a) The building inspector shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this article. Upon request of the building inspector, an owner shall provide access to all interior portions of a vacant building in order to permit a complete inspection.

Once a building/structure/unit or residence (hereon after referred to as building) is registered as a vacant building, the vacant building shall be inspected annually for as long as it is considered vacant.

- (b) The vacant building shall be secured; the exterior building and premises shall be maintained in accordance with all City of Dover Code requirements.
- (c) The vacant building shall be in reasonable condition (all utilities shall be functional, there shall be no trash or debris inside or outside the building and it shall not to be used as storage that is unrelated to the former use).

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-402. - Agent—Responsible person required.

- (a) *Property manager.* Any owner of a vacant building, residing outside of the county, shall be required to have a licensed property manager residing or having an office located in the county, or a family member or other designated individual who does not manage any other real estate for a fee and who

resides in the county acting as a property manager. The property manager, including family members and designated individuals, shall have charge, care and control of the vacant building, and shall provide access to the vacant building for inspection upon request by the building inspector, within 30 days.

- (b) *Corporate or partnership owners.* Any corporation or partnership owning a vacant building shall have a designated member, partner, or employee having charge, care and control of the vacant building. The designated member, partner or employee shall reside in or have an office located in the county, or shall be required to have a licensed property manager residing or having an office located in the county, or other designated individual who does not manage any other real estate for a fee, and who resides in the county, acting as a property manager. The property manager, or other designated individuals shall have charge, care and control of the vacant building, and shall provide access to the vacant building for inspection, upon request by the building inspector, within 30 days.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-403. - Registration and registration fee.

- (a) *Registration of building.* There are two ways to register the building as vacant.

- (1) The owner shall register with the city not later than 30 days after any building in the city becomes vacant, as defined.

The registration of the vacant building shall include the site address, the name of the current owner or owners, current address of the owner and of all applicable owners, tax parcel number, proof of insurance on the building, description of the condition of the building, plans for the building (to eliminate the vacancy), the responsible person or agent and their contact information and any other applicable information. If any information changes the owner is responsible for informing the city of those changes in a timely manner.

- (2) The building inspector or his designee, shall investigate any property that may be subject to registration. Based upon his findings, the building inspector may register the property as a vacant building subject to this chapter.

a. *Notice of registration.* Within five business days of such registration, the licensing and permitting office shall notify the owners of the registered property by certified mail at their last known address according to the records of the city and Kent County.

b. *Registration fee.*

- (i) The annual registration fee shall be paid at the time of registration. If the building inspector registers the building as vacant the fee shall be due not later than 30 days after the building is registered as vacant. The annual registration fee will then be due on the registration anniversary date every year after that as long as it remains vacant. The starting point for counting a building as being vacant will begin on the date of the enactment of this article [June 26, 2006].

- (ii) The annual fee is as provided for in Appendix F—Fees and Fines.

(Ord. of 6-26-2006; Ord. of 4-14-2008; Ord. No. 2009-09, 6-22-2009; Ord. No. 2013-03, 3-11-2013)

Sec. 22-404. - Violation and penalties.

- (a) If the registration fee is not paid within 30 days of being due, the owner shall be in violation of this article.

- (1) A lien can be assessed against the property. Such fees shall be entered in the municipal lien docket as a lien owing the city, and the same may be turned over to the city solicitor for collection.
- (2) The fee will be assessed to the parcel's tax bill.
- (3) The fee shall be paid in full prior to the transfer of title.
- (4) The fee shall be paid in full prior to the issuance of any building permits for the subject building and for any other building that is owned by the owner within the city.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-405. - Exemptions—Types of buildings eligible for exemption status from the registration fee.

- (a) The following are exempt from the registration: The building has fire damage. The owner has 90 days to file for a permit to start construction or demolition or it will be determined a vacant property.
- (b) The following properties shall be registered as vacant, but they are exempt from the registration fee:
 - (1) The building is actively being offered for sale or lease for a maximum period of five years. After such time this article will be in effect. Proof of activity shall fall on the owner to provide. See definition.
 - (2) The owner has obtained a building permit and is progressing in an expedient manner to prepare the premises for occupancy.
 - (3) The property is in probate or where the owner has entered a long term care facility within six months of the building being vacant.
 - (4) The property is undergoing currently environmental cleanup or assessment.
- (c) Failure to register. If the owner of the property fails to register the property with the City of Dover within 30 days of notification to do so by the City of Dover staff, then the property owner/agent may not be entitled to exemption from the fees.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-406. - Appeal of the 25 percent over market rate.

An appeal of the 25 percent over market rate (from the actively for sale or lease definition) can be considered through an appraisal using accepted appraisal standards to determine market rate. The owner has the option of asking the city tax assessor to perform the appraisal or having one performed (using accepted appraisal standards) at their own expense.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013; Ord. No. [2016-19](#), 8-22-2016)

Chapter 22. - Buildings and Building Regulations

Chapter 22. Buildings and Building Regulations	Fees and Fines
<i>Article XII. Vacant Buildings</i>	
Fines not paid within 14 days of the day the fine was issued, including the day the fine was issued, shall be automatically doubled in amount.	
Sec. 22-403. Registration and registration fees	
Subsec. (a)(2)b.(ii). Registration fee	
Residential buildings and non-residential buildings <10,000 SF:	
Buildings vacant one year or less	\$375.00
Buildings vacant for more than one year but less than two years	\$750.00
Buildings vacant for more than two years but less than three years	\$1,500.00
Buildings vacant for more than three years but less than five years	\$3,000.00
Buildings vacant for five years or longer	\$5,000.00

City of  Dover

June 15, 2018

Mr. Alvin Rohm
219 North Governors Avenue
Dover, DE 19904

Re: Appeal of Decision - Vacant Building Registration and Fee - 223 N Governors Avenue, Dover, DE
Case #: 13-00000336

Mr. Rohm:

I have received your request to appeal the decision of the Building Inspector to register your property as vacant in accordance with Chapter 22 - Buildings and Building Regulations, Article XII - Vacant Buildings.

A meeting of the Construction and Property Maintenance Code Board of Appeals has been scheduled for Thursday, June 28, 2018 at 4:00 p.m. in the City Hall Conference Room, 15 Loockerman Plaza, Dover, DE 19901 to hear your appeal.

Please feel free to contact me by e-mail at cityclerk@dover.de.us or by phone at (302) 736-7008 if you have any questions or concerns.

Sincerely,



Traci A. McDowell, MMC
City Clerk

/TAM

S:\APPEALS\2018\223 NORTH GOVERNORS AVENUE-VACANT BUILDING\Receipt of Appeal - Vacant Building BLOCK.wpd

cc: Nicholas Rodriguez, City Solicitor
William Pepper, Deputy City Solicitor
David Hugg, Director of Planning and Community Development
Tim Taraila, Code Enforcement Supervisor
Ronald Coburn, Inspector

June 8, 2018

RECEIVED

JUN 11 2018

OFFICE OF THE CITY CLERK

To Whom It May Concern:

I am writing to appeal the classification of the property located at 223 North Governors Avenue, Dover DE 19904 as vacant. For reference, the case number is 13-00000336 and the property was registered as such on 03/04/2013 after a fire in October 2012.

After reviewing the letter including the pamphlet with the options for exemption, we find that we do not qualify for any of the standard exemptions. However, I feel that I should still be granted one. I have been unemployed for several years due to health concerns, and my wife is a Christian school teacher. The yearly fee of \$5,000 is merely a recurring burden that we will never be able to overcome. In addition, we currently live at 219 North Governors Avenue, the adjoining property to 223 North Governors Avenue. We regularly use the outbuildings on both properties, checking on the house located at 223 North Governors Avenue regularly as well. Finally, both properties, 219 and 223, have been in our family for decades.

These annual fees are putting a great financial hardship on our family, and we feel the fees paid to the city could be better used to repair the home, if we could be provided an exemption. We simply cannot afford to pay the fees due to it being vacant and make the necessary repairs to bring it out of vacant status.

Please contact me at your earliest convenience so we can resolve this matter.

Sincerely,

Al Rohm 302-222-5408

219 N. Governors Avenue

Dover DE 19904

alrohm@aol.com.

Coburn, Ron

From: Anais Tatum <atatum410@gmail.com>
Sent: Sunday, June 10, 2018 7:10 PM
To: Coburn, Ron
Subject: 223 N Governors Avenue, Case #13-00000336

Hello Sir,

My parents are appealing in writing, but I wanted to shoot you an email as well, to see what you thought. I'm just trying to help them out here because we are really unsure what to do at this point. Thanks.

To Whom It May Concern:

We are writing to appeal the classification of the property located at 223 North Governors Avenue, Dover DE 19904 as vacant. For reference, the case number is 13-00000336 and the property was registered as such on 03/04/2013 after a fire in October 2012.

After reviewing the letter including the pamphlet with the options for exemption, we find that we do not qualify for any of the standard exemptions. However, we feel that we should still be granted one. One of the homeowners has been unemployed for several years due to health concerns, and the other is a Christian school teacher. The yearly fee of \$5,000 is merely a recurring burden that we feel we will not be able to overcome. In addition, we currently live at 219 North Governors Avenue, the adjoining property to 223 North Governors Avenue. We regularly use the outbuildings on both properties, and both properties have been in our family for decades.

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Please contact us at your earliest convenience so we can resolve this matter.

Al Rohm 302-222-5408

Lori Rohm 302-222-5410

Very Respectfully,

Anais Tatum
(daughter of homeowners)

Coburn, Ron

From: Coburn, Ron
Sent: Monday, June 11, 2018 8:11 AM
To: 'Al Rohm'
Subject: RE: Vacant Property Appeal

I have submitted your appeal letter to the City Clerk's Office, they will be contacting you to schedule a hearing with the Construction and Property Maintenance Board of Appeals.

Ronald L Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rcoburn@dover.de.us

From: Al Rohm <alrohman@aol.com>
Sent: Sunday, June 10, 2018 8:48 PM
To: Coburn, Ron <rcoburn@DOVER.DE.US>
Subject: Vacant Property Appeal

Please find attached my letter of appeal for vacant property at 223 N. Governors Ave.

Al Rohm

302-222-5408

Coburn, Ron

From: Coburn, Ron
Sent: Monday, June 11, 2018 8:12 AM
To: 'Anais Tatum'
Subject: RE: 223 N Governors Avenue, Case #13-00000336

I have submitted the appeal letter from your father to the City Clerk's Office, they will be contacting him to schedule a hearing with the Construction and Property Maintenance Board of Appeals.

[Ronald L Coburn Jr](#)
[City of Dover](#)
[Code Enforcement](#)
[302.736.7010](#)
rcoburn@dover.de.us

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Anais Tatum
(daughter of homeowners)

ARTICLE XII. - VACANT BUILDINGS

Sec. 22-400. - Purpose; applicability; definitions.

- (a) *Purpose.* The purpose and intent of this article is to establish a registration and identification program of vacant buildings within the city. Vacant buildings are detrimental to the surrounding buildings and neighborhoods in which they exist. The article is also to ensure the public health, safety and welfare insofar as they are affected by vacant buildings within the city. The health, safety and welfare of the neighborhoods in which vacant buildings are located are of the utmost importance to the city, as is the general community character in which these vacant buildings are located.
- (b) *Applicability.* The provisions of this article shall apply to all matters affecting or relating to vacant buildings. Where, in this article, different sections of this Code may specify different requirements, the most restrictive shall govern.
- (c) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning.
- (1) *Vacant building* means a building, structure, or dwelling that has been unoccupied for more than three consecutive months; or a commercial tenant space greater than 10,000 square feet in an otherwise occupied building, that has been left unoccupied for more than three consecutive months.
- (2) *Actively for sale or lease* means the building is being actively marketed through a licensed real estate broker or the owner who is regularly advertising the property in newspapers circulated in and around Dover, it is being offered for sale or lease at a cost of no more than 25 percent over market rate as determined by the city assessor, and the building is in reasonable condition for sale or lease, including but not limited to: no trash has collected inside or outside of the building, the utilities are functional, and it is not being used as storage that is unrelated to the former use.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-401. - Monitoring, inspection and condition standards.

- (a)

The building inspector shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this article. Upon request of the building inspector, an owner shall provide access to all interior portions of a vacant building in order to permit a complete inspection.

Once a building/structure/unit or residence (hereon after referred to as building) is registered as a vacant building, the vacant building shall be inspected annually for as long as it is considered vacant.

- (b) The vacant building shall be secured; the exterior building and premises shall be maintained in accordance with all City of Dover Code requirements.
- (c) The vacant building shall be in reasonable condition (all utilities shall be functional, there shall be no trash or debris inside or outside the building and it shall not to be used as storage that is unrelated to the former use).

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-402. - Agent—Responsible person required.

- (a) *Property manager.* Any owner of a vacant building, residing outside of the county, shall be required to have a licensed property manager residing or having an office located in the county, or a family member or other designated individual who does not manage any other real estate for a fee and who resides in the county acting as a property manager. The property manager, including family members and designated individuals, shall have charge, care and control of the vacant building, and shall provide access to the vacant building for inspection upon request by the building inspector, within 30 days.
- (b) *Corporate or partnership owners.* Any corporation or partnership owning a vacant building shall have a designated member, partner, or employee having charge, care and control of the vacant building. The designated member, partner or employee shall reside in or have an office located in the county, or shall be required to have a licensed property manager residing or having an office located in the county, or other designated individual who does not manage any other real estate for a fee, and who resides in the county, acting as a property manager. The property manager, or other designated individuals shall have charge, care and control of the vacant building, and shall provide access to the vacant building for inspection, upon request by the building inspector, within 30 days.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-403. - Registration and registration fee.

(a) *Registration of building.* There are two ways to register the building as vacant.

(1) The owner shall register with the city not later than 30 days after any building in the city becomes vacant, as defined.

The registration of the vacant building shall include the site address, the name of the current owner or owners, current address of the owner and of all applicable owners, tax parcel number, proof of insurance on the building, description of the condition of the building, plans for the building (to eliminate the vacancy), the responsible person or agent and their contact information and any other applicable information. If any information changes the owner is responsible for informing the city of those changes in a timely manner.

(2) The building inspector or his designee, shall investigate any property that may be subject to registration. Based upon his findings, the building inspector may register the property as a vacant building subject to this chapter.

a. *Notice of registration.* Within five business days of such registration, the licensing and permitting office shall notify the owners of the registered property by certified mail at their last known address according to the records of the city and Kent County.

b. Registration fee.

(i) The annual registration fee shall be paid at the time of registration. If the building inspector registers the building as vacant the fee shall be due not later than 30 days after the building is registered as vacant. The annual registration fee will then be due on the registration anniversary date every year after that as long as it remains vacant. The starting point for counting a building as being vacant will begin on the date of the enactment of this article [June 26, 2006].

(ii) The annual fee is as provided for in Appendix F—Fees and Fines.

(Ord. of 6-26-2006; Ord. of 4-14-2008; Ord. No. 2009-09, 6-22-2009; Ord. No. 2013-03, 3-11-2013)

Sec. 22-404. - Violation and penalties.

- (a) If the registration fee is not paid within 30 days of being due, the owner shall be in violation of this article.
 - (1) A lien can be assessed against the property. Such fees shall be entered in the municipal lien docket as a lien owing the city, and the same may be turned over to the city solicitor for collection.
 - (2) The fee will be assessed to the parcel's tax bill.
 - (3) The fee shall be paid in full prior to the transfer of title.
 - (4) The fee shall be paid in full prior to the issuance of any building permits for the subject building and for any other building that is owned by the owner within the city.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-405. - Exemptions—Types of buildings eligible for exemption status from the registration fee.

- (a) The following are exempt from the registration: The building has fire damage. The owner has 90 days to file for a permit to start construction or demolition or it will be determined a vacant property.
- (b) The following properties shall be registered as vacant, but they are exempt from the registration fee:
 - (1) The building is actively being offered for sale or lease for a maximum period of five years. After such time this article will be in effect. Proof of activity shall fall on the owner to provide. See definition.
 - (2) The owner has obtained a building permit and is progressing in an expedient manner to prepare the premises for occupancy.
 - (3) The property is in probate or where the owner has entered a long term care facility within six months of the building being vacant.
 - (4) The property is undergoing currently environmental cleanup or assessment.
- (c) Failure to register. If the owner of the property fails to register the property with the City of Dover within 30 days of notification to do so by the City of Dover staff, then the property owner/agent may not be entitled to exemption from the fees.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-406. - Appeal of the 25 percent over market rate.

An appeal of the 25 percent over market rate (from the actively for sale or lease definition) can be considered through an appraisal using accepted appraisal standards to determine market rate. The owner has the option of asking the city tax assessor to perform the appraisal or having one performed (using accepted appraisal standards) at their own expense.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013; Ord. No. 2016-19, 8-22-2016)

Coburn, Ron

From: Anais Tatum <atatum410@gmail.com>
Sent: Monday, June 11, 2018 8:20 AM
To: Coburn, Ron
Subject: Re: 223 N Governors Avenue, Case #13-00000336

Thank you sir.

On Mon, Jun 11, 2018 at 8:11 AM Coburn, Ron <RCoburn@dover.de.us> wrote:

I have submitted the appeal letter from your father to the City Clerk's Office, they will be contacting him to schedule a hearing with the Construction and Property Maintenance Board of Appeals.

Ronald L Coburn Jr

City of Dover

Code Enforcement

302.736.7010

rcoburn@dover.de.us

From: Anais Tatum <atatum410@gmail.com>
Sent: Sunday, June 10, 2018 7:10 PM
To: Coburn, Ron <rcoburn@DOVER.DE.US>
Subject: [223 N Governors Avenue](#), Case #13-00000336

Hello Sir,

My parents are appealing in writing, but I wanted to shoot you an email as well, to see what you thought. I'm just trying to help them out here because we are really unsure what to do at this point. Thanks.

To Whom It May Concern:

We are writing to appeal the classification of the property located at [223 North Governors Avenue, Dover DE 19904](#) as vacant. For reference, the case number is 13-00000336 and the property was registered as such on 03/04/2013 after a fire in October 2012.

After reviewing the letter including the pamphlet with the options for exemption, we find that we do not qualify for any of the standard exemptions. However, we feel that we should still be granted one. One of the homeowners has been unemployed for several years due to health concerns, and the other is a Christian school teacher. The yearly fee of \$5,000 is merely a recurring burden that we feel we will not be able to overcome. In addition, we currently live at 219 North Governors Avenue, the adjoining property to 223 North Governors Avenue. We regularly use the outbuildings on both properties, and both properties have been in our family for decades.

These annual fees are putting a great financial hardship on our family, and we feel the fees paid to the city could be better used to repair the home, if we could be provided an exemption. We simply cannot afford to pay the fees due to it being vacant and make the necessary repairs to bring it out of vacant status.

Please contact us at your earliest convenience so we can resolve this matter.

Al Rohm 302-222-5408

Lori Rohm 302-222-5410

Very Respectfully,

Anais Tatum

(daughter of homeowners)

--

Very Respectfully,
Anais Tatum

Coburn, Ron

From: Anais Tatum <atatum410@gmail.com>
Sent: Monday, June 11, 2018 8:22 AM
To: Coburn, Ron
Subject: Re: 223 N Governors Avenue, Case #13-00000336

Also, I think my mom might have emailed you as well. My apologies for that!

On Mon, Jun 11, 2018 at 8:19 AM Anais Tatum <atatum410@gmail.com> wrote:
Thank you sir.

On Mon, Jun 11, 2018 at 8:11 AM Coburn, Ron <RCoburn@dover.de.us> wrote:

I have submitted the appeal letter from your father to the City Clerk's Office, they will be contacting him to schedule a hearing with the Construction and Property Maintenance Board of Appeals.

Ronald L Coburn Jr

City of Dover

Code Enforcement

302.736.7010

rcoburn@dover.de.us

From: Anais Tatum <atatum410@gmail.com>
Sent: Sunday, June 10, 2018 7:10 PM
To: Coburn, Ron <rcoburn@DOVER.DE.US>
Subject: [223 N Governors Avenue](#), Case #13-00000336

Hello Sir,

My parents are appealing in writing, but I wanted to shoot you an email as well, to see what you thought. I'm just trying to help them out here because we are really unsure what to do at this point. Thanks.

To Whom It May Concern:

We are writing to appeal the classification of the property located at 223 North Governors Avenue, Dover DE 19904 as vacant. For reference, the case number is 13-00000336 and the property was registered as such on 03/04/2013 after a fire in October 2012.

After reviewing the letter including the pamphlet with the options for exemption, we find that we do not qualify for any of the standard exemptions. However, we feel that we should still be granted one. One of the homeowners has been unemployed for several years due to health concerns, and the other is a Christian school teacher. The yearly fee of \$5,000 is merely a recurring burden that we feel we will not be able to overcome. In addition, we currently live at 219 North Governors Avenue, the adjoining property to 223 North Governors Avenue. We regularly use the outbuildings on both properties, and both properties have been in our family for decades.

These annual fees are putting a great financial hardship on our family, and we feel the fees paid to the city could be better used to repair the home, if we could be provided an exemption. We simply cannot afford to pay the fees due to it being vacant and make the necessary repairs to bring it out of vacant status.

Please contact us at your earliest convenience so we can resolve this matter.

Al Rohm 302-222-5408

Lori Rohm 302-222-5410

Very Respectfully,

Anais Tatum

(daughter of homeowners)

--
Very Respectfully,
Anais Tatum

--
Very Respectfully,
Anais Tatum

Coburn, Ron

From: Al Rohm <alroh@aol.com>
Sent: Sunday, June 10, 2018 8:48 PM
To: Coburn, Ron
Subject: Vacant Property Appeal
Attachments: letter to city of dover june 2018.docx

Please find attached my letter of appeal for vacant property at 223 N. Governors Ave.

Al Rohm

302-222-5408

Coburn, Ron

From: Anais Tatum <atatum410@gmail.com>
Sent: Sunday, June 10, 2018 7:10 PM
To: Coburn, Ron
Subject: 223 N Governors Avenue, Case #13-00000336

Hello Sir,

My parents are appealing in writing, but I wanted to shoot you an email as well, to see what you thought. I'm just trying to help them out here because we are really unsure what to do at this point. Thanks.

To Whom It May Concern:

We are writing to appeal the classification of the property located at 223 North Governors Avenue, Dover DE 19904 as vacant. For reference, the case number is 13-00000336 and the property was registered as such on 03/04/2013 after a fire in October 2012.

After reviewing the letter including the pamphlet with the options for exemption, we find that we do not qualify for any of the standard exemptions. However, we feel that we should still be granted one. One of the homeowners has been unemployed for several years due to health concerns, and the other is a Christian school teacher. The yearly fee of \$5,000 is merely a recurring burden that we feel we will not be able to overcome. In addition, we currently live at 219 North Governors Avenue, the adjoining property to 223 North Governors Avenue. We regularly use the outbuildings on both properties, and both properties have been in our family for decades.

These annual fees are putting a great financial hardship on our family, and we feel the fees paid to the city could be better used to repair the home, if we could be provided an exemption. We simply cannot afford to pay the fees due to it being vacant and make the necessary repairs to bring it out of vacant status.

Please contact us at your earliest convenience so we can resolve this matter.

Al Rohm 302-222-5408

Lori Rohm 302-222-5410

Very Respectfully,

Anais Tatum
(daughter of homeowners)

June 8, 2018

To Whom It May Concern:

I am writing to appeal the classification of the property located at 223 North Governors Avenue, Dover DE 19904 as vacant. For reference, the case number is 13-00000336 and the property was registered as such on 03/04/2013 after a fire in October 2012.

After reviewing the letter including the pamphlet with the options for exemption, we find that we do not qualify for any of the standard exemptions. However, I feel that I should still be granted one. I have been unemployed for several years due to health concerns, and my wife is a Christian school teacher. The yearly fee of \$5,000 is merely a recurring burden that we will never be able to overcome. In addition, we currently live at 219 North Governors Avenue, the adjoining property to 223 North Governors Avenue. We regularly use the outbuildings on both properties, checking on the house located at 223 North Governors Avenue regularly as well. Finally, both properties, 219 and 223, have been in our family for decades.

These annual fees are putting a great financial hardship on our family, and we feel the fees paid to the city could be better used to repair the home, if we could be provided an exemption. We simply cannot afford to pay the fees due to it being vacant and make the necessary repairs to bring it out of vacant status.

Please contact me at your earliest convenience so we can resolve this matter.

Sincerely,

Al Rohm 302-222-5408

219 N. Governors Avenue

Dover DE 19904

alrohm@aol.com.

Coburn, Ron

From: Coburn, Ron
Sent: Monday, June 11, 2018 8:12 AM
To: 'Anais Tatum'
Subject: RE: 223 N Governors Avenue, Case #13-00000336

I have submitted the appeal letter from your father to the City Clerk's Office, they will be contacting him to schedule a hearing with the Construction and Property Maintenance Board of Appeals.

Ronald L Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rcoburn@dover.de.us

From: Anais Tatum <atatum410@gmail.com>
Sent: Sunday, June 10, 2018 7:10 PM
To: Coburn, Ron <rcoburn@DOVER.DE.US>
Subject: 223 N Governors Avenue, Case #13-00000336

Hello Sir,

My parents are appealing in writing, but I wanted to shoot you an email as well, to see what you thought. I'm just trying to help them out here because we are really unsure what to do at this point. Thanks.

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Please contact us at your earliest convenience so we can resolve this matter.

Al Rohm 302-222-5408

Lori Rohm 302-222-5410

Very Respectfully,

Anais Tatum
(daughter of homeowners)

Coburn, Ron

From: Coburn, Ron
Sent: Monday, June 11, 2018 8:11 AM
To: 'Al Rohm'
Subject: RE: Vacant Property Appeal

I have submitted your appeal letter to the City Clerk's Office, they will be contacting you to schedule a hearing with the Construction and Property Maintenance Board of Appeals.

Ronald L Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rcoburn@dover.de.us

From: Al Rohm <alroh@aol.com>
Sent: Sunday, June 10, 2018 8:48 PM
To: Coburn, Ron <rcoburn@DOVER.DE.US>
Subject: Vacant Property Appeal

Please find attached my letter of appeal for vacant property at 223 N. Governors Ave.

Al Rohm

302-222-5408

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

June 4, 2018

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904

RE: Property address: 223 N GOVERNORS AVE
Annual Vacant Building Registration
6th Year Fee Due \$5000.00
Case Number: 13-00000336

Dear Mr. & Mrs. Rohm:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by *July 05, 2018*. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover
Planning and Community Development Department
15 Loockerman Plaza
Dover, DE 19901

If the property is no longer vacant or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office. You have the right to appeal to the construction and property maintenance code board of appeals. Such appeal must be filed, in writing, within 30 days.

I can be reached by phone at 302-736-7011 or email at rcoburn@dover.de.us, should you have any questions or concerns.

Sincerely,



Ron Coburn
Code Enforcement Officer

Attachments
file

7017 0660 0001 1040 1952

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$
 Return Receipt (electronic) \$
 Certified Mail Restricted Delivery \$
 Adult Signature Required \$
 Adult Signature Restricted Delivery \$


Postage \$

ALVIN D JR & LORI A ROHM
 219 N GOVERNORS AVE
 DOVER DE 19904

Postmark Here
 RC
 13-334

Inspections & Planning

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY														
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. <p>1. Article Addressed to: ALVIN D JR & LORI A ROHM 219 N GOVERNORS AVE DOVER DE 19904</p> <p style="text-align: center;">  9590 9402 2791 7069 8588 77 </p> <p>2. Article Number (Transfer from service label) 7017 0660 0001 1040 1952</p>	<p>A. Signature X <i>Al Rohm</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery <i>6-7-18</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes if YES, enter delivery address below: <input type="checkbox"/> No</p> <p style="text-align: center;">RC 13-334</p> <p>3. Service Type</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Registered Mail Restricted Delivery (500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Registered Mail Restricted Delivery (500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®														
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<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery														
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise														
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™														
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery														
<input type="checkbox"/> Registered Mail Restricted Delivery (500)															
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt														

Division of
Code Enforcement
15 E. Loockerman St.
Dover, DE 19901



Phone: (302) 736-4457
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due:	\$5000.00			Amount Paid:	
Date Due:	07/05/2018	Case #	13-00000336	Date Registered:	03/04/2013
Vacant Since:	10/30/2012	Tax Parcel #	ED-05-068.17-02-050.000-000		
Property Address:	223 N Governors Avenue				
Current Property Owner:	Alvin D Jr. & Lori A Rohm				
Address:	219 N Governors Avenue Dover DE 19904				
Phone:		Cellular:			
E-Mail:					
** Local agent is required for any owner residing outside of Kent County Delaware					
Responsible Person/Agent:					
Address:					
Phone:		Cellular:			
E-Mail:					

Insurance on Building: Y / N

If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y / N

Explanation of Exemption if granted: _____

NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease-Listed Selling Price: _____

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: _____

Fees as follows:

Buildings vacant one year or less;	\$375.00
Buildings vacant for more than one year but less than two years;	\$750.00
Buildings vacant for more than two years but less than three years;	\$1,500.00
Buildings vacant for more than three years but less than five years;	\$3,000.00
Buildings vacant for five years or longer;	\$5,000.00

REVISED 01/01/2016

Community Excellence Through Quality Service

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

INVOICE

Date: June 4, 2018
Invoice #: 13-00000336-6

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904

RE: Property address: 223 N GOVERNORS AVE
Tax Parcel #: ED-05-068.17-02-050.000-000

DESCRIPTION	AMOUNT
Vacant Building Registration Fee	\$5000.00
TOTAL	\$5000.00

Please make all checks payable to City of Dover
Payment must be received before July 5, 2018

Coburn, Ron

From: Bundek, Cheryl
Sent: Wednesday, April 04, 2018 3:27 PM
To: Coburn, Ron; Hugg, Dave; Mitchell, Donna; Marney, Patricia
Subject: RE: Alvin Rohm 219 N. Governors

FYI

I have spoken to Bill Pepper, he believes the sale will occur in October 2018. If we have the sale in July we have the issue of the current tax bill and that it is not delinquent yet, and then collection for the current billing gets a little wonky.

I will email him all the paperwork to begin the sale proceedings tomorrow morning.

Cheryl

From: Coburn, Ron
Sent: Wednesday, April 04, 2018 3:01 PM
To: Bundek, Cheryl <cbundek@DOVER.DE.US>; Hugg, Dave <dhugg@DOVER.DE.US>; Mitchell, Donna <dmitchell@DOVER.DE.US>; Marney, Patricia <pmarney@DOVER.DE.US>
Subject: RE: Alvin Rohm 219 N. Governors

Cheryl,

I have not spoken to Mr. Rohm. I was not even aware that the Sheriff sale proceedings had been stopped; until this morning when I spoke with your office.

Ronald L Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rcoburn@dover.de.us

From: Bundek, Cheryl
Sent: Wednesday, April 04, 2018 2:58 PM
To: Hugg, Dave <dhugg@DOVER.DE.US>; Mitchell, Donna <dmitchell@DOVER.DE.US>; Marney, Patricia <pmarney@DOVER.DE.US>; Coburn, Ron <rcoburn@DOVER.DE.US>
Subject: RE: Alvin Rohm 219 N. Governors

Dave,

So you did not indicate to him that it was halted or you don't recall? I will wait for Ron's response as well. I have never spoken to Mr. Rohm so I would not have told him that the processing was stopped.

Also, we are referring to 223 N. Governors Ave, and not 219 N. Governor's correct?

Cheryl

From: Hugg, Dave
Sent: Wednesday, April 04, 2018 2:53 PM

To: Bundek, Cheryl <cbundek@DOVER.DE.US>; Mitchell, Donna <dmitchell@DOVER.DE.US>; Marney, Patricia <pmarney@DOVER.DE.US>; Coburn, Ron <rcoburn@DOVER.DE.US>
Subject: RE: Alvin Rohm 219 N. Governors

I cant answer that question.

From: Bundek, Cheryl
Sent: Wednesday, April 04, 2018 2:41 PM
To: Hugg, Dave <dhugg@DOVER.DE.US>; Mitchell, Donna <dmitchell@DOVER.DE.US>; Marney, Patricia <pmarney@DOVER.DE.US>; Coburn, Ron <rcoburn@DOVER.DE.US>
Subject: RE: Alvin Rohm 219 N. Governors
Importance: High

Dave,

I will contact Bill Pepper to begin the Sheriff Sale processing for this property. Unfortunately it is too late for the April sale, but possibly can be sold in July.

I sent out original notifications of sheriff sale processing in November and a final notification in December (Rohm did receive these, which prompted his contact with the City)

I need to know if at any time, Mr. Rohm was notified that we were halting these proceedings? If so, I would need to start the notification process from the beginning. Please advise.

If there was no indication of halting the Sale I will forward to Bill Pepper asap.

Thank you.

Cheryl A. Bundek, AAS
Certified Assessor
City of Dover Assessor
302-736-7022

From: Hugg, Dave
Sent: Wednesday, April 04, 2018 2:03 PM
To: Mitchell, Donna <dmitchell@DOVER.DE.US>; Marney, Patricia <pmarney@DOVER.DE.US>; Bundek, Cheryl <cbundek@DOVER.DE.US>; Coburn, Ron <rcoburn@DOVER.DE.US>
Subject: Alvin Rohm 219 N. Governors

Given that there is little to no likelihood that the already outstanding fees and charges against this property will ever be paid, and the futility of simply adding yet another burden, I suggest we move the property forward to sheriff sale. Frankly it would be insulting, I think, to add a \$5000 VBO charge so I recommend we do not impose such pending a sale.

Coburn, Ron

From: Hugg, Dave
Sent: Wednesday, April 04, 2018 3:25 PM
To: Bundek, Cheryl; Mitchell, Donna; Marney, Patricia; Coburn, Ron
Subject: RE: Alvin Rohm 219 N. Governors

I've never spoken to Mr. Rohm. Yes, we are referring to 223.

From: Bundek, Cheryl
Sent: Wednesday, April 04, 2018 2:58 PM
To: Hugg, Dave <dhugg@DOVER.DE.US>; Mitchell, Donna <dmitchell@DOVER.DE.US>; Marney, Patricia <pmarney@DOVER.DE.US>; Coburn, Ron <rcoburn@DOVER.DE.US>
Subject: RE: Alvin Rohm 219 N. Governors

Dave,

So you did not indicate to him that it was halted or you don't recall? I will wait for Ron's response as well. I have never spoken to Mr. Rohm so I would not have told him that the processing was stopped.

Also, we are referring to 223 N. Governors Ave, and not 219 N. Governor's correct?

Cheryl

From: Hugg, Dave
Sent: Wednesday, April 04, 2018 2:53 PM
To: Bundek, Cheryl <cbundek@DOVER.DE.US>; Mitchell, Donna <dmitchell@DOVER.DE.US>; Marney, Patricia <pmarney@DOVER.DE.US>; Coburn, Ron <rcoburn@DOVER.DE.US>
Subject: RE: Alvin Rohm 219 N. Governors

I cant answer that question.

From: Bundek, Cheryl
Sent: Wednesday, April 04, 2018 2:41 PM
To: Hugg, Dave <dhugg@DOVER.DE.US>; Mitchell, Donna <dmitchell@DOVER.DE.US>; Marney, Patricia <pmarney@DOVER.DE.US>; Coburn, Ron <rcoburn@DOVER.DE.US>
Subject: RE: Alvin Rohm 219 N. Governors
Importance: High

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Subject: Alvin Rohm 219 N. Governors

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Coburn, Ron

From: Bundek, Cheryl
Sent: Wednesday, April 04, 2018 3:03 PM
To: Coburn, Ron; Hugg, Dave; Mitchell, Donna; Marney, Patricia
Subject: RE: Alvin Rohm 219 N. Governors

Great! I will send it right over to Bill Pepper to get it started. I will let you know of an estimated date of sale as soon as I find out.

From: Coburn, Ron
Sent: Wednesday, April 04, 2018 3:01 PM
To: Bundek, Cheryl <cbundek@DOVER.DE.US>; Hugg, Dave <dhugg@DOVER.DE.US>; Mitchell, Donna <dmitchell@DOVER.DE.US>; Marney, Patricia <pmarney@DOVER.DE.US>
Subject: RE: Alvin Rohm 219 N. Governors

Cheryl,

I have not spoken to Mr. Rohm. I was not even aware that the Sheriff sale proceedings had been stopped; until this morning when I spoke with your office.

Ronald L Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rcoburn@dover.de.us

From: Bundek, Cheryl
Sent: Wednesday, April 04, 2018 2:58 PM
To: Hugg, Dave <dhugg@DOVER.DE.US>; Mitchell, Donna <dmitchell@DOVER.DE.US>; Marney, Patricia <pmarney@DOVER.DE.US>; Coburn, Ron <rcoburn@DOVER.DE.US>
Subject: RE: Alvin Rohm 219 N. Governors

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Importance: High

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Subject: Alvin Rohm 219 N. Governors

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Coburn, Ron

From: Marney, Patricia
Sent: Friday, November 17, 2017 11:56 AM
To: Hayden, Allison M.; Hugg, Dave
Cc: Hudson, Kirby A; Taraila, Tim; Coburn, Ron; Bundek, Cheryl
Subject: RE: TAX 11810 Rohm

Importance: High

Dave;

For back up data to this inquiry. A \$1,000 VBO fee was transferred to billing in 2015, \$3,000 was transferred to billing in 2016.

The case number I have referenced is 13-0336. Generally, once cases have been transferred to billing residents are given the opportunity to dispute the charges. Once they have been transferred to tax; we do not waive the charges at all. It is my understanding that Mr. Rhom is past the point of dispute in this case. In addition to the \$4,000 billed to his taxes, he additionally owes \$3,000 that has been billed through our MR billing. Please let me know as soon as possible what the results of your investigation into this matter will be so that we can move forward.

Thank you,

TX405I01 CITY OF DOVER 11/17/17
 Accounts Receivable Inquiry 11:32:59

Account ID, location ID : [REDACTED] [REDACTED]
Tax Map Number : ED-05-068.17-02-050.000-000
DRS from Location Master : [REDACTED]
Address : 223 N GOVERNORS AVE
Owner name : ROHM,ALVIN D JR & LORI A

Type options and/or change effective date, press Enter.
5=View detail
Effective date 11172017

Opt	Yr	RI	Pd	Entity	Amount	Penalty	Interest	Other +/-	Total due
16	RE	1		VB01	.00	.00	.00	4000.00	4000.00
16	RE				.00	.00	.00	4000.00	4000.00
17	RE	1		CITY	626.54	37.59	.00	.00	664.13
17	RE				626.54	37.59	.00	.00	664.13

MR450I02 CITY OF DOVER 11/17/17
 Invoice Inquiry 11:36:11

Customer ID . . . : [REDACTED] Name: ROHM,ALVIN D JR & LORI A
Last statement . . : 5/12/17 Addr: 219 N GOVERNORS AVE
Last invoice . . . : 10/27/17 DOVER, DE 19904
Current balance . . : 3,000.00
Pending : .00 Status: A ACTIVE

Type options, press Enter.

1=Select 6=Reprint Invoice

Opt	Date	Invoice #	Current	Overdue	Total billed	
	10/27/17	10133	3000.00	.00	3000.00	<u>Will be transferred to tax in June 2018</u>
	5/25/16	9081	.00	.00	3000.00	<u>transferred to taxes</u>
	9/30/15	8583	.00	.00	1000.00	<u>transferred to taxes</u>
	4/09/14	7339	.00	.00	500.00	

Trisha

Patricia M. Marney
Customer Service Director
City of Dover
5 East Reed Street
Dover, DE 19901
302-736-7042 phone
302-736-7193 fax

From: Hayden, Allison M.

Sent: Friday, November 17, 2017 10:13 AM

To: Hugg, Dave <dhugg@dover.de.us>

Cc: Marney, Patricia <pmarney@dover.de.us>; Hudson, Kirby A <khudson@dover.de.us>

Subject: FW: TAX 11810 Rohm

Importance: High

Dave,

I believe this might be something that you need to look into because if the customer has been trying to take care of the issue and we are not returning his calls it might not look good if we put his property up for Sheriff Sale.

If this not your department, please let me know.

Thank you,
Allison

From: Hayden, Allison M.

Sent: Wednesday, November 15, 2017 11:26 AM

To: Bundek, Cheryl <cbundek@DOVER.DE.US>

Cc: Marney, Patricia <pmarney@DOVER.DE.US>; Hudson, Kirby A <khudson@DOVER.DE.US>

Subject: TAX 11810 Rohm

Importance: High

Good morning, this came in the mail today in regards to the vacant building fees at 223 N Governors Ave.

Thank you,
Allison

From: cucornercopier@dover.de.us [mailto:cucornercopier@dover.de.us]

Sent: Wednesday, November 15, 2017 11:09 AM

To: Hayden, Allison M. <ahayden@dover.de.us>

Subject: scanned document from CUCORNERCOPIER

Division of
Code Enforcement
15 E. Loockerman St.
Dover, DE 19901



Phone: (302) 736-4457
Fax: (302) 736-4217

City of Dover Vacant Building Registration LID 11810

Amount Due:	\$3000.00			Amount Paid:	TEAM ME	
Date Due:	05/04/17	Case #	13-00000336	Date Registered:	03/04/13	
Vacant Since:	10/30/12	Tax Parcel #	ED-05-068.17-02-050.000-000			
Property Address:	223 N Governors Avenue					
Current Property Owner:	Alvin D Jr. & Lori A Rohm					
Address:	219 N Governors Avenue Dover DE 19904					
Phone:		Cellular:				
E-Mail:						
** Local agent is required for any owner residing outside of Kent County Delaware						
Responsible Person/Agent:						
Address:						
Phone:		Cellular:				
E-Mail:						

Insurance on Building: Y / N

If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y / N

Explanation of Exemption if granted: _____

NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease-Listed Selling Price: _____

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: _____

Fees as follows:

Buildings vacant one year or less;	\$375.00
Buildings vacant for more than one year but less than two years;	\$750.00
Buildings vacant for more than two years but less than three years;	\$1,500.00
Buildings vacant for more than three years but less than five years;	\$3,000.00
Buildings vacant for five years or longer;	\$5,000.00

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover



Phone: (302) 736-7011
Fax: (302) 736-4217

April 4, 2017

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904

RE: Property address: 223 N GOVERNORS AVE
Annual Vacant Building Registration
Year Fee Due \$3000.00
Case Number: 13-00000336

Dear Sir or Madam:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by *May 04, 2017*. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover
Planning and Community Development Department
15 Loockerman Plaza
Dover, DE 19901

If the property is no longer vacant, or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office.

I can be reached by phone at 302-736-7011 or email at rcoburn@dover.de.us, should you have any questions or concerns.

Sincerely,


Ron Coburn
Code Enforcement Officer

Attachments
file

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$ 6.50
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postmark
Here

Postage

\$

Total \$

\$

Sent \$

Street

City, S

ALVIN D JR & LORI A POHM
219 N GOVERNORS AVE
DOVER DE 19904

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

2016 2070 0001 1031 1730



CERTIFIED MAIL

City of Dover
PO BOX 475
DOVER, DE 19903-0475



7016 2070 0001 1031 1730



U.S. POSTAGE >> PITNEY BOWES



ZIP 19904 \$ 006.56⁰
02 1W
0001402947 APR 05 2017

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904

NAME

NIXIE 176 DE 1 0005/19/17

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 19903047575 *2627-10548-05-35



POSTED 5/22/17

UNC

199030475
19904047575 0001

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1 Article Addressed to:

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904



9590 9402 1841 6104 5791 56

2 Article Number (Transfer from service label)

7016 2070 0001 1031 1730

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

INVOICE

Date: April 4, 2017
Invoice #: 13-00000336-5

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904

RE: Property address: 223 N GOVERNORS AVE
Tax Parcel #: ED-05-068.17-02-050.000-000

DESCRIPTION	AMOUNT
Vacant Building Registration Fee	\$3000.00
TOTAL	\$3000.00

Please make all checks payable to City of Dover
Payment must be received by May 4, 2017

Division of
Code Enforcement
15 E. Loockerman St.
Dover, DE 19901



Phone: (302) 736-4457
Fax: (302) 736-4217

City of Dover Vacant Building Registration LD 11810

Amount Due: \$3000.00		Amount Paid: TRANS ME 5/4/16	
Date Due: 05/04/16	Case #: 13-00000336	Date Registered: 03/04/13	
Vacant Since: 10/30/12	Tax Parcel #: ED-05-068.17-02-050.000-000		
Property Address: 223 N Governors Avenue			
Current Property Owner:		Alvin D Jr. & Lori A Rohm	
Address:		219 N Governors Avenue Dover DE 19904	
Phone:		Cellular:	
E-Mail:			
** Local agent is required for any owner residing outside of Kent County Delaware			
Responsible Person/Agent:			
Address:			
Phone:		Cellular:	
E-Mail:			

Insurance on Building: Y / N

If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y / N

Explanation of Exemption if granted: _____

NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease-Listed Selling Price: _____

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: _____

Fees as follows:

Buildings vacant one year or less;	\$375.00
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Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

April 4, 2016

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904

RE: Property address: 223 N GOVERNORS AVE
Annual Vacant Building Registration
4th Year Fee Due \$3000.00
Case Number: 13-00000336

Dear Sir or Madam:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by *May 04, 2016*. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

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Sincerely,

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Attachments
File

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

INVOICE

Date: April 4, 2016
Invoice #: 13-00000336

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904

RE: Property address: 223 N GOVERNORS AVE
Tax Parcel #: ED-05-068.17-02-050.000-000

DESCRIPTION	AMOUNT
Vacant Building Registration Fee	\$3000.00
TOTAL	\$3000.00

Please make all checks payable to City of Dover
Payment must be received by May 4, 2016

7015 0640 0005 6573 2586

U.S. Postal Service™ RC 13-336
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$ 6.73 ⁵
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input checked="" type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total	\$



Total \$

Postmark Here

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904

PS Instructions

RC 13-336

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904

A. Signature *Lori Rohm* Agent Addressee

B. Received by (Printed Name) _____ C. Date of Delivery _____

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below: _____

Barcode: 9590 9401 0103 5168 9995 29

2. Article Number (Transfer from service label)
7015 0640 0005 6573 2586

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input checked="" type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Registered Mail	
<input type="checkbox"/> Registered Mail Restricted Delivery (over \$500)	

City of Dover

Department of
Planning & Inspections

Phone: (302) 736-7010
Fax: (302) 736-4217

City of Dover Vacant Building Registration LID 11810

Amount Due: \$ 1,000.00 Amount Paid: TRANS WR 2/7/15

Date Due: 04/03/15 Case # 13-00000336 Date Registered: 03/04/13

Vacant Since: 10/30/12 Tax Parcel # ED-05-068.17-02-050.000

Property Address: 223 N Governors Avenue Dover DE 19904

Current Property Owner: Alvin D Jr. & Lori A Rohm

Address: 219 N Governors Avenue
Dover DE 19904

Phone: _____ Cell: _____

Responsible Person/Agent: _____

Address: _____

Phone: _____ Cell: _____

Local agent is required for any owner residing outside of Kent County Delaware

Mail correspondence to: **Owner/Agent** (Please Circle)

Insurance on Building: Y / N (please circle)

If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y / N (please circle)

Explanation of Exemption if granted: None staff registered 3/4/13/no active permits

NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease – Listed selling price _____

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: _____

Fees as follow:

Buildings vacant one year or less;	\$250.00	Commercial greater than 10,000 SF	\$500.00
Buildings vacant for more than one year but less than two years;	\$500.00	Commercial greater than 10,000 SF	\$1,000.00
Buildings vacant for more than two years but less than five years;	\$1,000.00	Commercial greater than 10,000 SF	\$2,000.00
Buildings vacant for five years or longer;	\$2,000.00	Commercial greater than 10,000 SF	\$4,000.00

Staff Use Only:

Staff Registered: Y / N
Owner Notified: Y / N

Staff Member: _____
Date Owner Notified: _____

REVISED 03/19/13

**Division of
Code Enforcement**
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

March 4, 2015

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904

RE: Property address: 223 N GOVERNORS AVE
Annual Vacant Building Registration
3rd Year Fee Due \$1000.00
Case Number: 13-00000336

Dear Sir or Madam:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by April 03, 2015. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover
Planning and Community Development Department
15 Loockerman Plaza
Dover, DE 19901

If the property is no longer vacant, or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office.

I can be reached by phone at 302-736-7011 or email at rcoburn@dover.de.us, should you have any questions or concerns.

Sincerely,



Ron Coburn
Code Enforcement Officer

Attachments
File

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

INVOICE

Date: March 4, 2015
Invoice #: 13-00000336

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904

RE: Property address: 223 N GOVERNORS AVE
Tax Parcel #: ED-05-068.17-02-050.000-000

DESCRIPTION	AMOUNT
Vacant Building Third Year Registration Fee	\$1000.00
TOTAL	\$1000.00

Please make all checks payable to City of Dover
Payment must be received by April 3, 2015

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

7013 2630 0002 2698 6838

RC
13-336

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage and Fees \$

6-46

DOVER DE 19901

Postmark Here
 MAR 09 2014

USPS

Inspection & Mailing

Sent To
 Street, Apt. or PO Box
 City, State

ALVIN D JR & LORI A ROHM
 219 N GOVERNORS AVE
 DOVER DE 19904

PS Form

ctions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ALVIN D JR & LORI A ROHM
 219 N GOVERNORS AVE
 DOVER DE 19904

2. Article Number
 (Transfer from service label)

7013 2630 0002 2698 6838

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Alvin D Rohm*

- Agent
 Addressee

B. Received by (Printed Name)

Alvin D Rohm

C. Date of Delivery

3-11-14

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- X Certified Mail® Priority Mail Express®
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

City of Dover

Department of
Planning & Inspections

Phone: (302) 736-7010
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due: \$ 500.00 Amount Paid: _____

Date Due: 04/03/14 Case # 13-0336 Date Registered: 03/04/13

Vacant Since: 10/30/12 Tax Parcel # ED-05-068.17-02-050.000

Property Address: 223 N Governors Avenue Dover DE 19904

Current Property Owner: Alvin D Jr. & Lori A Rohm

Address: 219 N Governors Avenue
Dover DE 19904

Phone: _____ Cell: _____

Responsible Person/Agent: _____

Address: _____

Phone: _____ Cell: _____

Local agent is required for any owner residing outside of Kent County Delaware

Mail correspondence to: **Owner/Agent** (Please Circle)

Insurance on Building: Y / N (please circle)

If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y (N) (please circle)

Explanation of Exemption if granted: None granted no active permits/staff registered 3/4/13

NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease – Listed selling price _____

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: _____

Fees as follow:

Buildings vacant one year or less;	\$250.00	Commercial greater than 10,000 SF	\$500.00
Buildings vacant for more than one year but less than two years;	\$500.00	Commercial greater than 10,000 SF	\$1,000.00
Buildings vacant for more than two years but less than five years;	\$1,000.00	Commercial greater than 10,000 SF	\$2,000.00
Buildings vacant for five years or longer;	\$2,000.00	Commercial greater than 10,000 SF	\$4,000.00

Staff Use Only:
Staff Registered (Y) / N
Owner Notified (Y) / N

Staff Member: PC
Date Owner Notified: 3/4/13

REVISED 03/19/13

Coburn, Ron

From: Coburn, Ron
Sent: Friday, April 04, 2014 9:17 AM
To: Loomis, Marlene
Subject: 223 N Governors Ave

Marlene,

Please transfer the following property to AR.

Case	13-00000336
Address	223 N Governors Avenue
Owner	Alvin D Jr. & Lori A Rohm
Tax Parcel	ED-05-068.17-02-050.000-000
Location ID	11810
Amount Due	\$500.00

Thanks

Ronald L. Coburn Jr.

Code Enforcement Officer

City of Dover, Division of Code Enforcement

15 East Loockerman Street

Dover, DE 19901

302-736-4457 (Office)

302-736-4217 (Fax)

Email: rcobum@dover.de.us



Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

March 4, 2014

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904

RE: Property address: 223 N GOVERNORS AVE
Annual Vacant Building Registration
2nd Year Fee Due \$500.00
Case Number: 13-00000336

Dear Sir or Madam:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by April 03, 2014. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover
Planning and Community Development Department
15 Loockerman Plaza
Dover, DE 19901

If the property is no longer vacant, or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office.

I can be reached by phone at 302-736-7011 or email at rcoburn@dover.de.us, should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ronald Coburn', is written over the typed name.

Ron Coburn
Code Enforcement Officer

Attachments
File

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

INVOICE

Date: March 4, 2014
Invoice #: 13-00000336

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904

RE: Property address: 223 N GOVERNORS AVE
Tax Parcel #: ED-05-068.17-02-050.000-000

DESCRIPTION	AMOUNT
Vacant Building Second Year Registration Fee	\$500.00
TOTAL	\$500.00

Please make all checks payable to City of Dover
Payment must be received by April 3, 2014

7013 2630 0002 2696 9145

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CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

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OFFICIAL USE

Postage	\$	
Certified Fee		6.48
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage		

Sent To: **ALVIN D FR & LORI A ROHM**
 219 N GOVERNORS AVE
 DOVER DE 19904

Postmark Here: **DOVER DE MAR 08 2014**

PS Form 3811, July 2013

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Al Rohm <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Al Rohm</p> <p>C. Date of Delivery MAR 08 2014</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>ALVIN D FR & LORI A ROHM 219 N GOVERNORS AVE DOVER DE 19904</p>	<p>3. Service Type 13.336 <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7013 2630 0002 2696 9145</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, July 2013 Domestic Return Receipt

Department of
Planning & Inspections
15 Looekerman Plaza
Dover, DE 19901



RECEIVED

MAY 24 2013

Phone: (302) 736-7010

Fax: (302) 736-4217

CITY OF DOVER
INSPECTIONS & PLANNING

City of Dover Vacant Building Registration

AMT DUE 250.00 AMT PAID _____

DATE DUE 4/3/13 CASE # 13-0336 DATE REGISTERED 3/4/13

Vacant Since: 10/30/12 Tax Parcel # ED-05-068.17-02-050.000

Property Address: 223 N Governors Avenue Dover DE 19904

Previous Property Owner: SR

Current Property Owner: Alvin D Rohm & Lori A Rohm

Address: 219 N Goverors Avenue

Dover DE 19904

Phone: 222-5408 Cell: _____

Responsible Person/Agent: above

Address: above

Phone: above Cell: _____

Local agent is required for any owner residing outside of Kent County Delaware

Mailing address for all correspondence: above

Insurance on Building: Y / N (please circle)

If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y / N (please circle)

Explanation of Exemption if granted: _____

****If building is for sale or lease - Listed selling price _____

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: Alvin D Rohm, Jr. Date: 05-22-13

Fees as follow:

Buildings vacant one year or less;	\$250.00
Buildings vacant for more than one year but less than two years;	\$500.00
Buildings vacant for more than two years but less than five years;	\$1,000.00
Buildings vacant for five years or longer;	\$2,000.00

Staff Use Only:
Staff Registered: Y / N
Owner Notified: Y / N

Staff Member: RC
Date Owner Notified: 3/4/13

REVISED 09/17/12

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover



Phone: (302) 736-7011
Fax: (302) 736-4217

REGISTRATION NOTIFICATION

March 4, 2013

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904

RE: Property Address: 223 N GOVERNORS AVE
Tax Parcel #: ED-05-068.17-02-050.000-000
Case Number: 13-00000336

Dear Mr. & Mrs. Rohm:

This letter is to inform you that your building has been found to be vacant as defined under Article 12, Chapter 22 of the Dover Code of Ordinances. In accordance with this ordinance, the Code Enforcement Officer has registered this building as vacant with the City of Dover.

An annual registration fee shall be paid at the time of registration. Please read the enclosed leaflet for more information on fees and any exemptions that may apply with the fees. **Total amount due at this time will be \$250.00.**

The Code Enforcement Officer shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this article. Upon request of the Code Enforcement Officer, an owner shall provide access to all interior portions of a vacant building in order to permit a complete inspection.

IF THE REGISTRATION FEE IS NOT PAID BY April 03, 2013 A LIEN MAY BE PLACED ON THE PROPERTY.

Please contact this office between the hours of 8:30 a.m. and 5:00 p.m. at (302) 736-7011 with any questions or concerns regarding this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald Coburn", is written over the word "Sincerely,".

RON COBURN
Code Enforcement Officer

cc: file

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

INVOICE

Date: March 4, 2013
Invoice #: 13-00000336

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904

RE: Property address: 223 N GOVERNORS AVE
Tax Parcel #: ED-05-068.17-02-050.000-000

DESCRIPTION	AMOUNT
Vacant Building First Year Registration Fee	\$250.00
TOTAL	\$250.00

Please make all checks payable to City of Dover
Payment must be received April 3, 2013

7012 3460 0001 7541 0843

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Postmark Here

RC 13-336

ALVIN & LORI ROHM
 219 N GOVERNORS AVE
 DOVER DE 19904

Inspections & Penalties

For Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ALVIN & LORI ROHM
 219 N GOVERNORS AVE
 DOVER DE 19904

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type **RC 13-336**

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? *(Extra Fee)* Yes

7012 3460 0001 7541 0843

Department of
Planning & Inspections
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7010
Fax: (302) 736-4217

City of Dover Vacant Building Registration

AMT DUE 250.00 AMT PAID _____

DATE DUE 4/3/13 CASE # 13-0336 DATE REGISTERED 3/4/13

Vacant Since: 10/30/12 Tax Parcel # ED-05-068.17-02-050.000

Property Address: 223 N Governors Avenue Dover DE 19904

Previous Property Owner: _____

Current Property Owner: Alvin D Sr & Lori A Rohm

Address: 219 N Goverors Avenue

Dover DE 19904

Phone: _____ Cell: _____

Responsible Person/Agent: _____

Address: _____

Phone: _____ Cell: _____

Local agent is required for any owner residing outside of Kent County Delaware

Mailing address for all correspondence: _____

Insurance on Building: Y / N (please circle)

If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y / N (please circle)

Explanation of Exemption if granted: _____

****If building is for sale or lease - Listed selling price

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: _____

Fees as follow:

Buildings vacant one year or less;	\$250.00
Buildings vacant for more than one year but less than two years;	\$500.00
Buildings vacant for more than two years but less than five years;	\$1,000.00
Buildings vacant for five years or longer;	\$2,000.00

Staff Use Only:

Staff Registered: Y / N

Owner Notified: Y / N

Staff Member: RC

Date Owner Notified: 3/4/13

REVISED 09/17/12

Community Excellence Through Quality Service

Division of
Code Enforcement
15 Lookerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

February 1, 2013

ALVIN D JR & LORI A ROHM
219 N GOVERNORS AVE
DOVER DE 19904

RE: Property Address: 223 N GOVERNORS AVE
Tax Parcel #: ED-05-068.17-02-050.000-000
Case Number: 13-00000336

Dear Mr. & Mrs. Rohm:

On June 26, 2006, the Dover City Council adopted the Vacant Building Ordinance to reduce the negative impact vacant buildings have on the surrounding businesses and neighborhoods. This letter is to inform you that your building has been found to be vacant as defined under Article 12, Chapter 22 of the Dover Code of Ordinances.

In accordance with this ordinance, this building must be registered with the City of Dover. Enclosed with this notice is a registration form. Please return this form by March 04, 2013 to the City of Dover Department of Planning and Inspections. Failure to return the form within 30 days of mailing will result in the building being registered by this department.

An annual registration fee shall be paid at the time of registration. If the building inspector registers the building as vacant the fee shall be due not later than 30 days after the building is registered as vacant. Please read the enclosed leaflet for more information on fees and any exemptions that may apply with the fees.

The building inspector shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this article. Upon request of the building inspector, an owner shall provide access to all interior portions of a vacant building in order to permit a complete inspection.

Please contact this office between the hours of 8:30 a.m. and 5:00 p.m. at (302) 736-7011 with any questions or concerns regarding this letter.

Sincerely,

RON COBURN
Code Enforcement Officer

cc: file

Department of
Planning & Inspections
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7010
Fax: (302) 736-4217

City of Dover Vacant Building Registration

AMT DUE 250.00 AMT PAID _____

DATE DUE 3/4/13 CASE # 13-0336 DATE REGISTERED _____

Vacant Since: 10/30/12 Tax Parcel # ED-05-068.17-02-050.000

Property Address: 223 N Governors Avenue Dover DE 19904

Previous Property Owner: _____

Current Property Owner: Alvin D Sr & Lori A Rohm

Address: 219 N Governors Avenue

Dover DE 19904

Phone: _____ Cell: _____

Responsible Person/Agent: _____

Address: _____

Phone: _____ Cell: _____

Local agent is required for any owner residing outside of Kent County Delaware

Mailing address for all correspondence: _____

Insurance on Building: Y / N (please circle)

If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y / N (please circle)

Explanation of Exemption if granted: _____

****If building is for sale or lease -- Listed selling price _____

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: _____

Fees as follow:

Buildings vacant one year or less;	\$250.00
Buildings vacant for more than one year but less than two years;	\$500.00
Buildings vacant for more than two years but less than five years;	\$1,000.00
Buildings vacant for five years or longer;	\$2,000.00

Staff Use Only:

Staff Registered: Y / N

Staff Member: _____

Owner Notified: Y / N

Date Owner Notified: _____

REVISED 09/17/12

Community Excellence Through Quality Service

Prepared 2/01/13, 9:46:35
Program HTDFTAL
User ID RLC

Location Master Inquiry - (LMNAB010)
Screen detail for Program: LX LMNAB010
Location 000011810

Page 1

Address Information

Address: 223 N GOVERNORS AVE
City, state, zip: DOVER DE 199043115
Carrier route: C002
Delivery point: 232
Inside/outside code: IN INSIDE CITY LIMITS
Jurisdiction: DOVER DOVER
General location: DIST1 DISTRICT 1
DRS from Location Master 11429400
Address type: Main Parcel
Effective date:
Location status: Active
Last change user: CASS2001-1
Last change date: 11/06/2001

Parcel Information

Tax Map Number: ED-05-068.17-02-050.000-000
Parcel status: Active

Zoning Information

Zoning: GENERAL RESIDENCE RG-1
Commissioner district: COUNCIL DISTRICT 3
Undivided interest %: .00%
Longitude/latitude: .000000 .000000
Map X/Y coordinates:
Property code:

Current Owner

Name: ROHM, ALVIN D JR & LORI A
Address: 219 N GOVERNORS AVE
DOVER DE 19904



KENT COUNTY, DELAWARE

555 Bay Road, Dover, Delaware 19901-3615
 (302) 744-2300 -- FAX (302) 736-2279

"Serving Kent County With Pride"

PROPERTY INFORMATION

Planning and Building Permits Information

Reference #	ED EAST DOVER HUNDRED	Card # 1 of 1
Location ID 13074	Map Number 2-05-06817-02-0500-00001	
Tax ID 13074	Deed BVP D 0415 0003	
Parcel ID 16302	Property Code P - PROPERTY	
Current Owner ROHM, ALVIN D. 219 N GOVERNORS AVE DOVER, DE 19904	Property Location 223 GOVERNORS AVE DOVER, DE 19901	
Additional Owner	ROHM, LORI A.	Zoning RG1 Acres .17

Sub-Division FULTON'S ADDITION

Sales History		Liv.Sq.Ft		1,348.0000	
Date	Price	Assessment	Total Rooms	7	
0/00/00	0	Land	6,600	Bedrooms	3
0/00/00	0	Buildings	27,600	Full Bath	1
		Total	34,200	Half Bath	
Base Tax Due	1,577.74	Last Billing Detail	History	Farm Info	
Tax Penalty	183.21				
Total Tax Bal.	1,760.95				
Sewer Balance	.00	Sewer Account #	- 00		
Neighborhood #	00217	Coordinates	0468003 E 0424028 N		
Land Use	1	Lot Dimensions	050.00 144.00		
Living Units	NO	School District	18	CAPITOL	
Class	Residen	Fire District	46	ROBBINS HOSE (DOVER)	
Plat Book Pg	001 00024	Sewer District	00	NONE	
Topography	Level	Ambulance District	46	ROBBINS HOSE (DOVER)	
Street or Road	Paved	Trash District			

Coburn, Ron

From: Osika, Jason A.
Sent: Thursday, January 31, 2013 2:38 PM
To: Coburn, Ron
Subject: 223 N Governors Ave

It has been 90 days since a fire and work appears to have stopped. May consider placing this on vacant buildings, I'm not sure if they will be able to complete the work.

Jason Osika

Inspector I
Department of Inspections
City of Dover
P.O. Box 475
Dover, DE 19903
Office: 302-736-7011
Fax: 302-736-4217
josika@dover.de.us

City of  Dover

June 22, 2018

Attn: Mr. Philip J. McGinnis
McGinnis Commercial Real Estate Company
555 East Lookerman Street
Dover, DE 19901

Re: Appeal of Decision - Vacant Building Registration and Fee - 60 Ridgely Street, Dover, DE
Case #: 12-00001089

Mr. McGinnis:

I have received your request to appeal the decision of the Building Inspector to register your property as vacant in accordance with Chapter 22 - Buildings and Building Regulations, Article XII - Vacant Buildings.

A meeting of the Construction and Property Maintenance Code Board of Appeals has been scheduled for Thursday, June 28, 2018 at 4:00 p.m. in the City Hall Conference Room, 15 Lookerman Plaza, Dover, DE 19901 to hear your appeal.

Please feel free to contact me by e-mail at cityclerk@dover.de.us or by phone at (302) 736-7008 if you have any questions or concerns.

Sincerely,

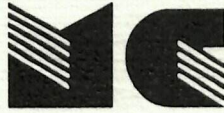


Traci A. McDowell, MMC
City Clerk

/TAM

S:\APPEALS\2018\60 RIDGELY STREET-VACANT BUILDING-MCGINNIS\Receipt of Appeal - Vacant Building-60 Ridgely Street.wpd

cc: David Hugg, Director of Planning and Community Development
Nicholas Rodriguez, City Solicitor
William Pepper, Deputy City Solicitor
Ronald Coburn, Inspector



McGINNIS COMMERCIAL REAL ESTATE COMPANY

555 East Loockerman Street • Dover, Delaware 19901

(302) 736-2710 (Office) • (302) 736-2715 (Fax)

<http://www.mcginnisrealty.com>

COMMERCIAL REAL ESTATE SALES, LEASING & DEVELOPING • PROPERTY MANAGEMENT

June 8, 2018

City of Dover Clerks Office
Attention: Traci A. McDowell, MMC
15 Loockerman Plaza
Dover, DE 19901

RECEIVED

JUN 08 2018

OFFICE OF THE CITY CLERK

RE: 40 – 60 Ridgely Street Appeal Vacant Building Registration
Construction and Property Maintenance Board of Appeals

Dear Ms. McDowell,

McGinnis Commercial Real Estate would like to respectfully appeal Ron Coburn's decision, per his letter Case # 12-00001089, dated June 4, 2018, not granting exemption as a registered vacant building located at 60 Ridgely Street, Dover, DE 19904. We appeal his decision.

Attached please find the Lease for 40 -60 Ridgely Street. The building was occupied last year, which resets the Vacant Building Registration setting a new time line for 40 – 60 Ridgely Street.

Respectfully Submitted,

Philip J. McGinnis
McGinnis Commercial Real Estate Co



McGINNIS COMMERCIAL REAL ESTATE COMPANY
555 East Loockerman Street * Dover, Delaware 19901
(302) 736 - 2710 Office * (302) 736 - 2715 Telecopier
<http://www.mcginnisrealty.com>

COMMERCIAL LEASE AGREEMENT

Dated this 30 day of JUNE, 2017

(1) **PARTIES.** This Lease Agreement is between **JIMBO'S AUTO TOWING AND RECOVERY, LLC**, a Delaware Limited Liability Company, of **377 Eagle Way, Smyrna, Delaware 19977**, Party of the First Part, and hereinafter sometimes referred to as "LESSEE," and, between **ROBERT A AND NANCY H KAUFFMAN**, of **20 Eastgate Drive Apt C, Boynton Beach, Florida 33436**, Party of the First Part, and hereinafter sometimes referred to as "LESSOR."

(2) **DEMISED PREMISES.** Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for and in consideration of the various terms of this Lease Agreement, all of which are contained in this Lease Agreement, all that certain property known as **40 and 60 Ridgely Street, Dover, Kent County, Delaware, 19904**, containing approximately Eighteen Thousand Two Hundred Forty (18,240) square feet of rentable space, illustrated on Exhibit A, attached hereto and incorporated herein by this reference, hereinafter sometimes referred to as the "Demised Premises," as illustrated on Exhibit A attached hereto and incorporated herein.

The Demised Premises constitutes approximately **One Hundred (100%) Percent** of the entire property containing approximately Eighteen Thousand Two Hundred Forty (18,240) square feet of leasable space of which the Demised Premises are a part, which percentage shall govern whenever and wherever prorations of expenses are required throughout this Lease Agreement.

(3) **RENTAL AMOUNT AND PAYMENT.** Lessee hereby agrees to pay to Lessor at the place at which Lessor, or Lessor's Agent, may from time to time direct Lessee in the manner as herein provided, in consideration of all of the terms and conditions of this Lease Agreement, a rental in the amount of **THIRTY TWO THOUSAND FOUR HUNDRED (\$32,400.00) DOLLARS** per year, paid in equal monthly installments of **TWO THOUSAND SEVEN HUNDRED (\$2,700.00) DOLLARS** each, payable in advance on the **FIFTEENTH (15TH)** day of each month throughout the original term of this Lease Agreement and any extensions or renewals as provided for under this Lease Agreement.

Should Lessee fail to pay the advance monthly rental to Lessor, or Lessor's Agent, by the **TWENTIETH (20TH)** day of the month, Lessee shall be in default of this Lease Agreement, and Lessor shall promptly so notify Lessee in the manner as herein provided, and a late charge at the rate of five (5%) percent per month shall be assessed to Lessee on the outstanding amount of the rental due from the **FIFTEENTH (15TH)** day of the first month the rental was not paid, and shall continue until the rental is paid.

The monthly rental payment shall be illustrated on Exhibit B, Rental Schedule, attached hereto and incorporated herein.

Lessee agrees that no further notice shall be required under this Paragraph # 3.

(4) **COST OF LIVING.** The rental installment amount defined in Paragraph #3 hereinabove shall increase annually, payable monthly, beginning in Lease Year #2, and at the beginning of each subsequent lease year thereafter, throughout the term of this Lease Agreement, and any extensions and renewals thereof, by Three (3%) Percent of the prior year's rental amount, as a cost of living increase. Lessee agrees that no further notice shall be required under the terms of this Paragraph #4.

(5) **ADDITIONAL RENT.** Any and all payments required to be made by Lessee to Lessor under this Lease Agreement, in addition to the rental payment stipulated in Paragraph #3 hereinabove, shall be deemed and referred to hereinafter as, "Additional Rent," said payments to include, but are not limited to, cost of living increases, proportional property tax reimbursements, proportional hazard and liability insurance payments, utilities consumption, common area maintenance payments, and any and all other similar payments not otherwise limited by the terms of this Lease Agreement.

(6) **SECURITY DEPOSIT.** *NOT PAID AT LEASE SIGNING Pgs 6/30/17* Lessee shall deposit with Lessor a Security Deposit in the amount of **TWO THOUSAND SEVEN HUNDRED (\$2,700.00) DOLLARS**, to be held until the termination of this Lease Agreement. The Security Deposit is to be held and administered pursuant to Del Code §5511 of the Delaware Landlord - Tenant Code, notwithstanding the provisions of the Code which exempt commercial leases from the provisions of Del Code §5511. The Lessee and Lessor agree that the Security Deposit will never be credited to any rental or additional rental due hereunder.

(7) **TERM OF LEASE AGREEMENT.** Subject to the various terms and conditions contained in this Lease Agreement, the term of this Lease Agreement shall commence on or about the 15TH day of JULY, 2017 at 10:00 a.m. o'clock, and shall run for Sixty (60) consecutive months, terminating on the 15TH day of JULY, 2022, at 6:00 p.m. o'clock, unless extended or renewed as herein provided.

In the event this Lease Agreement shall commence on a day other than the FIFTEENTH (15TH) day of the month as described in this Paragraph #7, Lessee agrees to pre - pay, prior to taking possession of the Demised Premises, a pro - rated rental equal to the daily rental amount times the number of days from the first day the Lessee shall enjoy possession of the Demised Premises through the end of that partial month, together with the regular full monthly rental installment. The next regular monthly rental installment shall then be due and payable on the first day of second full month of the term, and each rental installment will be due on the first day of each month thereafter.

In the event this Lease Agreement shall commence on a day other than the FIFTEENTH (15TH) day of the month as described in this Paragraph #7, both parties hereto agree that the term of the Lease Agreement shall commence on the FIFTEENTH (15TH) day of the first full month following the partial month in which the Lessee took occupancy.

(8) **OPTION TO RENEW.** Lessee is hereby granted, at the Lessor's option, the right and privilege of renewing this Lease Agreement at the conclusion of the original term of this Lease Agreement as stipulated in Paragraph #7 above for Two (2) terms of Five (5) years each, provided all other terms and conditions of this Lease Agreement remains the same.

In the event Lessor shall elect not to renew this Lease Agreement, in Lessor's sole discretion, then Lessor agrees that Lessor shall give notice of Lessor's intention to not renew this Lease Agreement delivered to Lessee in the manner provided for herein within ninety (90) days of the termination of the original term hereof.

In the event Lessee shall elect to renew this Lease Agreement, then Lessee agrees that Lessee shall give notice of Lessee's intention to renew this Lease Agreement delivered to Lessor in the manner provided for herein within ninety (90) days of the termination of the original term hereof.

The rental amount shall increase pursuant to Paragraph #4 defined hereinabove as a cost of living increase during the each renewal year of each renewal term of this Lease Agreement.

(9) **HOLDING OVER.** If Lessee continues to hold possession of the Demised Premises after the expiration of the original term of this Lease Agreement and any extensions or renewals as provided for in this Lease Agreement, and without having renegotiated a new term, Lessee shall then become a tenant from month - to - month under the same rental and other terms and conditions as provided for in this Lease Agreement except that the rental amount shall increase by one hundred twenty five (125%) percent of the last monthly rental amount paid during the last term of the Lease Agreement.

In the event of a holding over, Lessee shall continue to be a tenant from month - to - month until the tenancy shall be terminated by the Lessor, or Lessor's duly authorized Agent, by giving Lessee thirty (30) days written notice, the time taking effect on the FIFTEENTH (15TH) day of the month next succeeding the said notice, in the manner provided for in this Lease Agreement, of Lessor's intention to terminate the tenancy.

Nothing in this Paragraph #9 shall be construed as consent by Lessor to the occupancy or possession of the Demised Premises by Lessee after the original term of this Lease Agreement and any proper extensions or renewals thereof.

(10) **INSPECTION OF THE DEMISED PREMISES.** Lessee hereby agrees that Lessor, or Lessor's duly authorized Agent (s) shall have the right to enter the Demised Premises at any reasonable time for the purpose of inspection, and to enforce and carry out any provision of this Lease Agreement.

(11) **USE OF DEMISED PREMISES.** Lessee shall have the right and privilege to use the Demised Premises solely for the business of **Automobile and vehicular towing repair, fleet maintenance, and U-Haul rentals,** which shall be a lawful use, and said use shall hereinafter be referred to as the, "Permitted Use" of the Demised Premises.

Lessee agrees to use the Demised Premises for the Permitted Use throughout the term of this Lease Agreement and any renewals thereof, and will comply with all relevant local codes in connection with said use. In the event Lessee's use, whether the Permitted Use or any other use, is now, or later found to be in contravention to any local, county, state, or federal laws or ordinances, Lessee shall be in default of this Lease Agreement, and Lessor may enforce any remedies available to it hereunder.

If Lessee's use, whether the Permitted Use or any other use, is found to be non - compliant with any governmental codes, ordinances, or regulations, the Lessee shall immediately repair, renovate, or otherwise work so at to come into compliance with all governmental codes, ordinances, or regulations.

Lessee shall not be relieved of its obligation to pay the rental and any additional rental as required under the terms of this Lease Agreement, and otherwise honor the terms of this Lease Agreement, during any periods of such non – compliance with any governmental codes, ordinances, or regulations.

(12) **PERMITS AND LICENSES.** It shall be the responsibility of the Lessee to apply for and secure all local, county, state, and federal permits, licenses, and any other approvals made necessary by the operation of the business which is Lessee's proposed principal use of the Demised Premises, including highway entry and exit approval, signage approval, trash and garbage removal, state and local business licenses, state and local fire marshal inspections and approvals, and to secure any necessary occupancy permit (s), and to provide Lessor with a copy of all such occupancy and other permit (s).

In the event Lessee is unable to secure any required permit or approval due to the condition of the building, or because of zoning or bulk development regulations non – conformity, or because Lessee's intended use shall be deemed to be illegal, or for any reason beyond the control of the Lessee, then and in that event Lessee shall deliver to Lessor proof of such non – compliance or non – conformity in the manner provided for herein, and this Lease Agreement shall be made void.

At the time Lessee opens for business in the Demised Premises, Lessee forfeits its rights to void this Lease Agreement as stipulated in this Paragraph #12, and failure of Lessee to secure said licenses, permits, and approvals thereby prohibiting Lessee's intended use of the Demised Premises does not relieve Lessee of its obligations under this Lease Agreement.

Further, Lessee agrees at all times to comply with all said codes, ordinances, statutes, laws, and other requirements of any governmental authority with jurisdiction over the Demised Premises, without cost or liability to Lessor, throughout the term of this Lease Agreement, and any extensions or renewals thereof. In the event Lessor is required to pay any fines by any governmental authority with jurisdiction over the Demised Premises, or make any repairs or alterations to the Demised Premises as a result of Lessee's use of the Demised Premises as defined hereinabove, Lessee agrees to reimburse Lessor immediately, upon notice as herein provided, including any late fees, service charges, penalties of any type, or any other such charges or fees.

(13) **LESSEE'S SIGNS.** Lessee shall not be permitted to display any sign (s) on the interior or the exterior of the Demised Premises, or on the building of which the Demised Premises are a part, which do not conform to all state, county, or municipal regulations regarding signs, and without the written approval and consent of the Lessor, which consent shall not be unreasonably withheld. All signage at the Demised Premises must conform to Lessor's requirement for uniformity.

(14) **UTILITIES.** Lessee hereby agrees to pay all charges for sewer, water, electricity, and natural or propane gas in connection with the occupancy of the Demised Premises promptly, and with no charge to the Lessor. In the event Lessee shall require extra load, capacity, or mechanical system expense beyond that necessary to cool and heat the Demised Premises to comfortable levels in the absence of specialized equipment such as, but not limited to computers, or other such devices peculiar to Lessee or Lessee's use of the Demised Premises, and with respect to any utility to be consumed by Lessee, the Lessee agrees to bear the expense of increasing the load, capacity or mechanical system expense at Lessee's sole cost and expense.

Any such increase in the load, capacity, or mechanical system expense shall be made only with the prior written consent and approval of the Lessor, at Lessor's sole discretion, in advance of any such installation or construction. Installation and construction specifications must accompany any request for any such mechanical system installation or modification.

Lessor will not permit any company constructing or installing any increase in the load, capacity, or mechanical system expense of any kind whatever to file notice for a lien on the Demised Premises in connection with the installation, recovery or failure to recover, or for non - payment of such increase in the load, capacity, or mechanical system expense, or of the charges for use or consumption of the utility connected to such increase in the load, capacity, or mechanical system expense.

Lessee agrees to pay for all telephone, cable television, dish or satellite television or radio, internet connections, wireless connections, and any and all other communications utilities consumed by it in connection with the Demised Premises promptly, and with no charge to the Lessor.

Further, Lessee agrees to cause all communications utility accounts to be changed to its own name, and not to allow any liens for non - payment in connection with the said communications utilities to be placed against the Demised Premises unless otherwise provided for in this Lease Agreement.

In the event any utility company must install hardware, transmitters, modems, descramblers, antennas, or any other similar devices, all collectively termed herein as, "Hardware," at the Demised Premises for the benefit of the Lessee, such Hardware installation must be approved by Lessor, at Lessor's sole discretion, in advance of any such installation. Construction and installation specifications must accompany any request for any such Hardware installation.

Lessor will not permit any company installing any Hardware of any kind whatever to file notice for a lien on the Demised Premises in connection with the installation, recovery or failure to recover, or for non - payment of such Hardware, or of the charges for use or consumption of the utility connected to such Hardware.

Further, Lessee is expressly prohibited from re - selling any utility through the Demised Premises, and further Lessee is expressly prohibited from installing or causing to be installed any Hardware at the Demised Premises which would generate leasing fees, income, or commissions to the Lessee, including antennas, satellite dishes, radio networks, or any other similar device (s).

(15) **PROPERTY TAXES.** Lessor hereby agrees to pay to all city, town, village, county, state or any other property taxes assessed in connection with the Demised Premises are a part, as well as any special assessments, without charge to Lessee.

(16) **HAZARD INSURANCE.** Lessee hereby agrees to pay for and to keep in effect at all times during the term of this Lease Agreement, and any extensions or renewals thereof, all - risk hazard insurance coverage on the Demised Premises, without charge to Lessor.

Lessee agrees to name Lessor as "Additional Insured" on all required insurance policies. All policies shall contain a provision which holds Lessor harmless from any accident, hazard, damage, injury, or any other insurable peril at the Demised Premises.

Nothing in this Paragraph #16 shall prohibit Lessee from covering, up to its extent, its insurable interest in the Demised Premises.

(17) INCREASE IN FIRE INSURANCE PREMIUM. Intentionally omitted.

(18) INSURANCE ON LESSEE'S PROPERTY. Lessee agrees to maintain insurance in such an amount and to the extent it desires with a responsible insurance carrier for all of Lessee's personal property of an insurable nature to be located at the Demised Premises. Lessee agrees to hold Lessor harmless from any claims arising from any damage or accident to said personalty.

(19) LIABILITY INSURANCE. Lessee hereby agrees to pay for during the term of this Lease Agreement, and any extensions or renewals thereof, public liability insurance coverage on the entire Demised Premises, and all sidewalks, and any and all other appurtenant common areas, all with limits of \$1,000,000.00 for death or injury to one person, \$2,000,000.00 for death or injury to more than one person, and \$50,000.00 for property damage. Further, Lessee agrees to hold Lessor harmless for any claims arising out of any casualty or accident occurring within the Demised Premises.

Lessee agrees to provide Lessor with a true and correct copy of the actual invoice and paid receipt of the premium notice for said hazard insurance coverage verifying the coverages, the charges being assessed, and the coverages being in effect upon Lessee's request in the manner herein provided.

(20) INCREASE IN LIABILITY INSURANCE PREMIUM. Intentionally omitted.

(21) WAIVER OF SUBROGATION. Each of the Lessee and Lessor hereby releases the other and all persons claiming under it, to the extent of its insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties, or any other insured casualty, even if such fire or other casualty shall be brought about by the fault or negligence of the other party, or any claiming under it, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as releasor's policies in fire and extended coverage insurance shall contain a clause to the effect that this release shall not effect said policies or the right of releasor to recover thereunder. Each of the Lessee and Lessor agrees that its fire and extended coverage and other insurance policies will include such a clause so long as the same is obtainable and is included without extra costs, or if chargeable therefor so long as the other party pays such extra costs. If extra cost is chargeable therefore, each party will advise the other party of the amount thereof and the other party, at its election, may pay the same but shall not be obligated to do so.

(22) INTERIOR MAINTENANCE. Lessee agrees to maintain and repair, at Lessee's sole cost and expense, the interior of the Demised Premises according to the following maintenance requirements and obligations :

(a) Heating And Air Conditioning Mechanical Systems To Include Changing Filters. Lessee will contract with a licensed HVAC contractor to have the existing HVAC systems serviced semi – annually throughout the term of this Lease Agreement and any and all extensions or renewals thereof. Lessee acknowledges that the HVAC are in good working order and state of repair at the time of occupancy. Lessee's maintenance and service obligations include changing filters, lubricating moving parts, cleaning ducts and duct covers, and any and all similar items; and

(b) Electrical Fixtures. Any requirement to replace electrical switches, plugs, plate covers, conduits, connections, and any and all other similar items within the Demised Premises shall be the Lessee's responsibility. Further, Lessee shall be responsible for any damage caused to Lessee's fixtures, furnishings, equipment, or other personalty caused by electrical short circuiting, power outages, or power surges. Lessee agrees to investigate electrical power loads, capacities, and limitations prior to connecting any of Lessee's equipment to the electrical mechanical system; and

(c) Plumbing Fixtures. Any requirement to replace water faucets, sink drains, toilet handles or float valves, and any and all other similar items within the Demised Premises shall be the Lessee's responsibility. Further, Lessee shall be responsible for any damage caused to Lessee's fixtures, furnishings, equipment, or other personalty caused by plumbing leaks, clogged pipes, or flooding. Lessee agrees to investigate plumbing loads, capacities, and limitations prior to connecting any of Lessee's equipment to the plumbing mechanical system; and

(d) Alarm Systems. In the event fire, security, burglar, or any other alarm system (s), or any safes or other similar secure storage devices exist at the Demised Premises, whether hardwired to the electrical system, battery operated, wireless, or by any other means, and whether owned by Lessor, Lessee, or any third party vendor, Lessee shall be responsible for the maintenance, care, and operation of such alarm system (s), including the costs of regular inspections required by the terms of such alarm system (s) maintenance contract, and shall be responsible for the payment of any costs associated with any third party vendor supplying a service or other contract for any such alarm system. In the event any alarm system or systems, or safes or other similar secure storage devices are required to be installed by the terms of this Lease Agreement, whether at Lessee's expense or Lessor's, Lessee's obligations hereunder shall remain in full force and effect, and, further, any alarm system or systems or any safe or other secure storage device installed at the Demised Premises shall be deemed an Improvement as defined hereinafter, and shall inure to the benefit of the Lessor, and shall remain at the Demised Premises at the termination of this Lease Agreement; and

(e) Walls. The Lessee shall be responsible for the cleaning and maintenance of all walls and wall covering within the Demised Premises. Further, Lessee shall be responsible for repairing any damage caused by Lessee as a result of hanging photographs, bookshelves, or any other item mounted upon any wall or walls, including damage to wall covering, and further, Lessee shall be responsible for any casualty caused by or to Lessee, whether through Lessee's fault or accident. Lessee agrees to have all wall coverings professionally cleaned at the termination of the Lease Agreement. Lessee shall not replace or otherwise alter any walls or wall covering within the Demised Premises without having the prior written consent and approval of the Lessor, which consent and approval shall not be unreasonably withheld. Any repairs or replacement of any and all walls and wall coverings at the Demised Premises shall be made in a good workmanlike manner, by professional contractor (s) commonly engaged in the construction of such walls and installation of such wall coverings, and, further, any walls or wall coverings installed at the Demised Premises shall be deemed an Improvement as defined hereinafter, and shall inure to the benefit of the Lessor, and shall remain at the Demised Premises at the termination of this Lease Agreement; and

(f) Doors. The Lessee shall be responsible for the maintenance and safe operation of all doors within the Demised Premises, whether exterior entry doors or interior passage doors. Further, Lessee shall be responsible for repairing any damage to any door or door hardware caused by Lessee as a result of any casualty caused by or to Lessee, whether through Lessee's fault or accident. Lessee further agrees to be responsible for repairing door knobs, lock sets, dead bolts, hinges, kick plates, door stops, thresholds, door frames including trim, door knockers, door viewers, panic bars, door closers, and any and all other similar items. Lessee shall not replace or otherwise alter any doors or door hardware within the Demised Premises without having the prior written consent and approval of the Lessor, which consent and approval shall not be unreasonably withheld. Any repairs or replacement of any and all doors and door hardware at the Demised Premises shall be made in a good workmanlike manner, by professional contractor (s) commonly engaged in the installation of doors and door hardware, and, further, any doors and door hardware installed at the Demised Premises shall be deemed an Improvement as defined hereinafter, and shall inure to the benefit of the Lessor, and shall remain at the Demised Premises at the termination of this Lease Agreement; and

(g) Lighting. The Lessee shall be responsible for the maintenance and safe operation of all lighting fixtures within the Demised Premises, whether exterior flood lighting or interior lighting fixtures whether recessed or surface mounted. Further, Lessee shall be responsible for repairing any damage to any lighting fixtures caused by Lessee as a result of any casualty caused by or to Lessee, whether through Lessee's fault or accident. Lessee further agrees to be responsible for repairing light fixtures, ballasts, ballast housings, lenses, lens guards, photo cells, motion sensors, lamps, bulbs, draws and cords, batteries, exit packs, and any and all other similar items. Lessee shall not replace or otherwise alter any lighting fixtures within the Demised Premises without having the prior written consent and approval of the Lessor, which consent and approval shall not be unreasonably withheld. Any repairs or replacement of any and all lighting fixtures and hardware at the Demised Premises shall be made in a good workmanlike manner, by professional contractor (s) commonly engaged in the installation of lighting fixtures and hardware, and, further, any lighting fixtures and lighting hardware installed at the Demised Premises shall be deemed an Improvement as defined hereinafter, and shall inure to the benefit of the Lessor, and shall remain at the Demised Premises at the termination of this Lease Agreement.

(23) EXTERIOR MAINTENANCE. Lessor agrees to maintain and repair, at Lessor's sole cost and expense, the exterior of the Demised Premises, if said exterior maintenance is not deemed CAM in nature, according to the following maintenance requirements and obligations :

(a) Roof. Lessor hereby agrees to maintain the roof of the entire building of which the Demised Premises are a part in good repair, free from leaking or other damage to the interior of the Demised Premises, which shall include roof shingles, gutters, downspouts, subroof, rafters, and roof joists. In the event Lessee discovers any leaking or any other damage to the roof, then Lessee will so notify Lessor promptly in the manner provided for herein so as to mitigate any damage to the Lessor's property, and mitigate any damage to Lessee's property.

(b) Structural Walls. Lessor hereby agrees to maintain the structural walls of the entire building of which the Demised Premises are a part in good repair, free from settling,

collapsing, leaking, or other damage to the interior of the Demised Premises. In the event Lessee discovers any collapsing, settling, leaking or any other damage to the structural walls, then Lessee will so notify Lessor promptly in the manner provided for herein so as to mitigate any damage to the Lessor's property, and mitigate any damage to Lessee's property.

(c) Parking Lot. Lessee hereby agrees to maintain the parking lot of the entire property of which the Demised Premises are a part in good repair, and agrees to repair pot holes which are deemed major in nature immediately, and repair potholes which are deemed minor in nature on a regular maintenance schedule. Major potholes are defined as potholes which may cause damage to vehicles travelling through the Demised Premises. Minor potholes are defined as potholes which would not damage such vehicles. Further, Lessee agrees to comply with all codes, ordinances, and regulations governed by the City of Dover for parking lot and driveway requirements, and to hold Lessor harmless from any fines, repairs, fees, costs, or any other penalties related to Lessee's use of the Demised Premises.

(d) Central Utilities Connections. Lessor agrees to maintain all utilities connections leading to the entire building of which the Demised Premises are a part, whether underground or overhead, so as to provide continuous service to Lessee's business enterprise, without interruption and without disruption. In the event Lessee discovers disruption or interruption in the utilities services leading to the Demised Premises, then Lessee will so notify Lessor promptly in the manner provided for herein so as to mitigate any damage to the Lessor's property, and mitigate any damage to Lessee's property.

(e) Disruption Of Lessee's Business Enterprise. Lessee acknowledges that maintenance and repairs obligations may from time to time disrupt Lessee's business enterprise. Lessor agrees to respond promptly to any maintenance obligations occurring at the Demised Premises so as to mitigate damage to Lessor's and to Lessee's property, and to maintain the Demised Premises in good condition and repair, and to present an attractive property in the marketplace. Lessor shall not be responsible to Lessee for financial damages for any disruption of Lessee's business enterprise during any repair or renovation of the Demised Premises.

(24) COMMON AREA MAINTENANCE. Lessee hereby agrees to pay all necessary charges in connection with Demised Premises for grounds care, including snow removal, lawn cutting, parking lot lighting, parking lot security, and any and all other such maintenance.

(25) LESSEE'S INGRESS AND EGRESS. Lessor and Lessee agrees that Lessee, its agents, servants, employees, customers, visitors, licensees, and invitees, shall utilize for purposes of ingress and egress to and from the Demised Premises the entrance and exit on the south side of the Demised Premises leading to Ridgely Street, and no other entrances, driveways, parking lots, stairways, sidewalks, or hallways.

(26) PARKING SPACES. Lessor and Lessee agrees that Lessee, its agents, servants, employees, customers, visitors, licensees, and invitees, shall have the entire use of the parking lot on the Property.

(27) **OBLIGATIONS OF LESSEE.** Lessee hereby agrees to:

(a) pay to Lessor the rental, and all installments, assessments, and any and all other charges, when due, at the address as may from time to time be given to Lessee by Lessor, or Lessor's Agent, in the manner provided for herein;

(b) use the Demised Premises for the use defined herein as the Permitted Use, and to refrain from conducting, or allowing for the conducting of any activity which is illegal according to the ordinances or statutes of the city, county, and state in which the Demised Premises is located;

(c) keep the Demised Premises in a clean and orderly condition, and refrain from littering or unreasonably blocking or interfering with the use of the appurtenant common ways;

(d) refrain from and prohibit conduct or activities on the Demised Premises, and the use or possession on the Demised Premises of any machinery, appliances, or any other things that may reasonably be regarded as dangerous or harmful to the Demised Premises, or as constituting a nuisance, or that void, or make voidable, or affect the enforceability of

any all - risk hazard insurance policy as may be carried by the Lessor on the Demised Premises;

(e) keep the Demised Premises in as good a condition and repair as when accepted, normal wear and tear, or loss by act of God, or any insured peril, or negligence of Lessor, its agents, servants, employees, or contractors excepted;

(f) give Lessor prompt notice of any casualty, damage, or accident, or necessary repairs to any of Lessor's property on the Demised Premises, occurring on, or to, the Demised Premises or appurtenant common areas;

(g) make all repairs caused as a result of damage caused by Lessee, Lessee's agents, servants, employees, customers, visitors, contractors, or invitees. Lessee agrees to make any such repairs at its own expense;

(h) refrain from keeping any pets, or animals, or birds, or any of the like, except goldfish, on the Demised Premises;

(i) allow Lessor, or Lessor's Agent, to post its signs advertising the Demised Premises for rent for a period of ninety (90) days prior to the termination of this Lease Agreement, and to allow Lessor, or Lessor's agent, to show the Demised Premises to prospective tenants, and not to interfere unreasonably with Lessor's rights to advertise and to show the Demised Premises;

(j) to promptly and peaceably, upon the termination of this Lease Agreement, whether upon any default under this Lease Agreement or not, surrender or yield back to the Lessor the Demised Premises and remove all of Lessee's products and personalty therefrom immediately.

(28) **LESSEE'S DEFAULT.**

(a) **Rent.** If default is made in the payment of rent or Additional Rent when due, the Lessor may demand payment and notify the Lessee in writing that unless payment is made within five (5) days of receipt of the notice, the Lessor may terminate the Lease Agreement.

(b) **Other Covenants.** If the Lessee breaches any other covenant of this Lease Agreement, the Lessor may demand in writing, in the manner provided for herein, the correction of the default, and unless the default is cured within seven (7) days of receipt of the said notice, the Lessor may terminate the Lease Agreement.

However when a breach by the Lessee causes or threatens to cause irresponsible harm, to any person or to property, the Lessor may, without notice terminate the Lease Agreement immediately.

(c) Abandonment. Should Lessee be absent from the Demised Premises and/or closed for business for more than seven (7) consecutive days, the Demised Premises shall be deemed as abandoned and the Lessor may terminate the Lease Agreement immediately.

(d) Effect OF Default. In the event of default as set forth hereinabove, the rights of the Lessor shall be as follows:

(1) Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the Demised Premises for the purpose of correcting or remedying any such default, and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.

(2) Lessor may re - enter the Demised Premises upon Court order and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. On termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Demised Premises, and the worth of the balance of this Lease Agreement over the reasonable rental value of the Demised Premises for the remainder of the Lease term, which sum shall be immediately due Lessor from Lessee.

(3) After re-entry, Lessor may re - let the Demised Premises or any part thereof for any term without terminating the Lease Agreement, at the rent and on the terms as Lessor may choose, provided, however, that Lessor shall be affirmatively obligated to make reasonable and good faith efforts to re - let the Demised Premises on terms and conditions as advantageous to Lessee as can be negotiated. Lessor may make alterations and repairs to the Demised Premises. The duties and liabilities of the parties if the Demised Premises are re - let as provided herein shall be as follows:

(i) In addition to Lessee's liability to Lessor for breach of the Lease Agreement, Lessee shall be liable for all expenses reasonably related to the re - letting, for alterations and repairs necessary to restore the Demised Premises to the condition that existed at the commencement of the Lease term (additions and improvements excepted), which shall be restored to a neat and clean condition, and for the difference between the rent received by Lessor under the new lease agreement and the rent installments that are due for the same period under this Lease Agreement.

(ii) Lessor shall have the right, at its option, to apply the rent received from re - letting the Demised Premises either: (1) to reduce the indebtedness of Lessee to Lessor under the Lease Agreement, not including indebtedness for rent, (2) to expenses of the re - letting and alterations and repairs made, (3) to rent due under this Lease Agreement, or (4) to payment of future rent under this Lease Agreement as it becomes due.

If the new Lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment to the indebtedness of Lessee other than rent, or if rentals from the new Lessee have been otherwise applied by Lessor as provided for herein during any rent installment period are less than the rent payable for the corresponding installment period under this Lease Agreement, Lessee shall pay Lessor the deficiency, separately for each rent installment deficiency period, and before the end of that period,

in which case all rights to collect the rent due from the new Lessee will be assigned to the Lessee. Lessor may at any time after a re - letting terminate the Lease Agreement for the breach on which Lessor had based the re - entry and subsequently re - let the Demised Premises.

(e) After re - entry, Lessor may take possession and collect rents from any sub - Lessee or assignee, and may take possession of the personal property used in the business of Lessee, including inventory, trade fixtures, and furnishings, pending judicial determination of damages for breach of this Lease Agreement. Nothing contained herein shall be deemed as consent to the use of the personal property so held by Lessor.

(f) In addition to any other right of Lessor set forth herein, the Lessor shall have the right to file a Distress for Rent complaint pursuant to 25 Del. C. §6301 et seq.

(29) **LESSOR NOT LIABLE FOR CERTAIN DAMAGES.** Lessor will not be liable for any damage to Lessee's contents or personalty done by water, rainwater, sleet, hail, or snow, unless owing to Lessor's negligence or inadvertence in not responding to a known situation. Such a situation relating to Lessor's non - response can occur only when Lessor is aware of a pending or known problem and fails to act within a reasonable time to rectify the problem, or Lessor fails to notify Lessee thereby triggering Lessee's performance obligation pursuant to the terms and conditions of this Lease Agreement.

(30) **LESSEE'S LIABILITY.** Lessee shall indemnify and save Lessor harmless against any expense, loss or liability, paid suffered or incurred as a result of any breach by the Lessee, Lessee's agents, servants, employees, customers, visitors, licensees, or invitees of any covenant or condition of this Lease Agreement, or as the result of Lessee's principal use, or occupancy, of the Demised Premises, or the carelessness, negligence, or improper conduct of the Lessee, Lessee's agents, servants, employees, customers, visitors, licensees, or invitees.

(31) **MECHANIC'S LIENS.** The Lessee shall not and will not suffer or permit during the original term of this Lease Agreement, or any extension or renewal thereof, any mechanic's lien or other liens for work, labor, services, or materials to be attached to the Demised Premises or any part thereof, or any portion of the entire Demised Premises. In the event any such lien shall be filed or attached to the Demised Premises, or any part thereof, or any portion of the entire Demised Premises, Lessee will, within twenty (20) days thereafter, either pay the same or procure the cancellation thereof by giving security, or in such other manner as is, or may be, permitted by law.

It is further covenanted and agreed by the parties hereto, and notice is hereby given, that the Lessor shall not under any circumstances be liable to pay for any work, labor, services, or materials rendered or furnished to Lessee upon credit, and that no mechanic's lien or other such liens for work, labor, services, or materials rendered or furnished to Lessee upon credit shall under any circumstances attach to or affect the reversionary or other estate or rights of the Lessor in and to the Demised Premises, or any part thereof.

(32) **FIXTURES, IMPROVEMENTS, ALTERATIONS, LEASEHOLD IMPROVEMENTS, PERSONALTY.**

(a) **Fixtures.** Fixtures under this Lease Agreement shall be defined as equipment and furnishings installed by the Lessee, at Lessee's sole cost and expense, and attached to the Demised Premises by mounting or some other means. All fixtures shall be deemed to be trade fixtures, and shall remain the personal property of the Lessee,

- which Lessee shall have the right to remove at any time, provided that Lessee, at its sole cost and expense, agrees to repair any and all damage to the Demised Premises due to, or caused by removal of such fixtures;
- (b) Improvements. Improvements under this Lease Agreement shall be defined as modifications to the walls, floor coverings, doors, ceilings, plate glass, mechanical equipment, and other similar items, and shall include additions of walls, floor coverings, doors, ceilings, plate glass, mechanical equipment, and other similar items, installed by the Lessee at Lessee's sole cost and expense. Lessee shall have no right to remove improvements at the termination of this Lease Agreement;
- (c) Alterations. Lessee is hereby granted the right and privilege of making various alterations to the Demised Premises as it may from time to time desire to make, provided such alterations are not fixtures, improvements, or leasehold improvements as defined herein, and further provided that Lessee's proposed alterations will not affect the structural integrity of the Demised Premises or any portion thereof. Lessee agrees that any alterations made by it to the Demised Premises shall inure to the benefit of the Lessor;
- (d) Leasehold Improvements. Leasehold Improvements under this Lease Agreement shall be defined as modifications to the walls, floor coverings, doors, ceilings, plate glass, mechanical equipment, exterior walls, ceiling, roof, and other similar items, and shall include additions of walls, floor coverings, doors, ceilings, plate glass, mechanical equipment, exterior walls, ceilings, roof, and other similar items, installed for the benefit of the Lessee, paid for at Lessor's cost and expense, whether reimbursed by Lessee or not. Lessee shall have no right to remove leasehold improvements at the termination of this Lease Agreement;
- (e) Lessee's Personalty. Personalty under this Lease Agreement shall be defined as moveable equipment and furnishings installed by the Lessee, at Lessee's sole cost and expense, which are not attached to the Demised Premises by any manner. Personalty shall be deemed the Lessee's possessions at all times during the term of this Lease Agreement. In the event Lessee's personalty is abandoned by Lessee at the termination of this Lease Agreement, then and in that event Lessor shall have the option of retaining the said personalty, or of disposing of the said personalty.
- (f) Lessor's Consent Required; Workmanlike Construction; Lessor's Reimbursement; Abandonment.
- (i) Lessee agrees that no fixture, improvement, or alteration may be installed at the Demised Premises without the prior written consent and approval of Lessor, such consent and approval not to be unreasonably withheld;
 - (ii) Lessee agrees that any fixtures, alterations, or improvements permitted hereunder shall be performed in a workmanlike manner by a licensed contractor normally engaged in the trade of which the proposed fixture, alteration, or improvement is a part;
 - (iii) Lessor, by granting consent to the installation of any fixture, improvement, or alteration, does not agree to, nor shall be construed to agree to, reimburse Lessee for any such fixture, improvement, or alteration, which shall remain at the Demised Premises at the termination of this Lease Agreement either by abandonment or however, unless such reimbursement or re – payment has

been negotiated and ratified by both parties hereto in advance of such installation;

- (iv) Lessee agrees to return the Demised Premises at the termination of this Lease Agreement to substantially the same condition as when Lessee took possession of the Demised Premises at the beginning of the original term of this Lease Agreement at the request of the Lessor in the manner provided for herein.
- (v) Abandonment hereunder shall be construed when any fixture, improvement, alteration, or personalty which was installed by Lessee, and which has been left in Demised Premises at the termination of this Lease Agreement, and which has not been claimed by Lessee for a period of seven (7) days following the last day of the term of this Lease Agreement.

(33) **SUBORDINATION.** Lessee's rights under this Lease Agreement are, and shall always be, subordinate to the operation and effect of any mortgage or deed of trust, or any renewal, modification, consolidation, replacement, or extension of any mortgage or deed of trust now or hereafter placed upon the property, in whole or in part, of which the Demised Premises are comprised, unless the mortgage or deed of trust elects to have Lessee's interests hereunder superior to the interest of the mortgagee or mortgagor, and provided that the Mortgagee shall agree not to disturb Lessee's rights to possession of the Demised Premises under this Lease Agreement, and provided further still that in the event of commencement of a foreclosure or other suit or proceeding under or pursuant to such mortgage, Lessee shall not be made a party to such suit or proceeding.

This clause shall be self - operative and no further instrument of subordination shall be required. Lessee hereby constitutes Lessor as Lessee's attorney-in-fact to execute any Subordination Agreement for and on behalf of the Lessee after the giving of five (5) days prior notice to Lessee in the manner as provided herein.

In conformation of such subordination, Lessee shall execute promptly any Subordination Agreement requiring execution by Lessee at Lessor's request.

Any purchaser of the entire property of which the Demised Premises are a part shall take the property subject to this Lease Agreement and shall be bound by all of its terms and conditions as though such purchaser were the original Lessor.

(34) **ASSIGNMENT AND SUBLETTING.** Lessee agrees that this Lease Agreement shall not be assigned by Lessee, nor shall Lessee have the right and privilege of subletting the Demised Premises, in whole or in part, without the express written consent of the Lessor, such consent shall not be unreasonably withheld. Any attempt by Lessee to assign or sublet the Demised Premises, or any part thereof, without such consent granted by Lessor shall constitute a default of the terms of this Lease Agreement.

In the event Lessor shall consent to an assignment or subletting of the Demised Premises by Lessee, Lessee agrees that it shall remain a Personal Guarantor under this Lease Agreement per the terms of Exhibit E, Personal Guaranty, attached hereto and incorporated herein by this reference, until such time as this Lease Agreement shall terminate per the terms and conditions of this Lease Agreement.

(35) **BANKRUPTCY.**

(a) Should Lessee file for bankruptcy in any court of the State of Delaware or the United States of America, Lessee may give Lessor ninety (90) days written notice, in the manner provided for herein, of his intention to declare bankruptcy, and to terminate this Lease Agreement. Lessee shall continue to pay the rental as provided for herein during the said ninety (90) days notice period. In the event Lessee shall default in the payment of the rental during the said ninety (90) days notice period, Lessor shall have the right to pursue any remedies available to it as contained in the Lease agreement, or as permitted or allowed by the courts of the State of Delaware or the United States of America.

(b) In the event Lessee shall file a voluntary petition in bankruptcy, make an assignment for the benefit of creditors, or be adjudged as bankrupt, or if a receiver, trustee or custodian is appointed for the Lessee by any court of the State of Delaware, or of the United States of America, or if Lessee files any petition for relief under any section of the bankruptcy laws of the United States now in force or hereafter enacted by Congress, or if Lessee takes advantage of any insolvency act of the State of Delaware, or any state, or the United States, now in force or hereafter to be enacted, or if the interest of the Lessee shall be sold under any execution or other legal process issued out of any court of the State of Delaware or of any other state of the United States of America, or if the Lessee shall abandon or vacate the Demised Premises during the term of this Lease Agreement other than as provided for under the terms of this Lease Agreement, then and in that event it shall be lawful for Lessor, at any time thereafter, at its option, while the same continues, if it shall continue for a period of twenty (20) days, upon ten (10) days notice in the manner as herein provided to the Lessee by the Lessor to commence summary dispossession proceedings provided at all times that Lessor shall not do anything in violation of the Federal Bankruptcy Law or any laws of the State of Delaware.

(36) **LESSOR'S OBLIGATIONS.** Lessor hereby agrees to:

- (a) provide Lessee the quiet enjoyment of the Demised Premises;
- (b) notify promptly the Lessee of any change of address or manner of giving notice to the Lessor;
- (c) provide promptly to Lessee any assessments or charges required under the terms of this Lease Agreement;
- (d) pay promptly any and all charges and assessments required under the terms of this Lease Agreement;
- (e) comply with all requirements of law applicable to it;
- (f) maintain the Demised Premises, as required under the terms of this Lease Agreement;
- (g) maintain and keep in a good state of repair the foundation, electrical wiring, piping and plumbing which are underground or overhead leading to the Property, exterior walls excluding any plate glass or glass windows or doors, and structural members of the building.

(37) **LESSOR'S DEFAULT.** In the event Lessor shall default in the performance of any of the terms or conditions of this Lease Agreement, Lessee shall so promptly notify Lessor in the manner as herein provided. If Lessor shall fail to cure such default within twenty (20) days after receipt of said notice, or if the default is of such character as to require more than twenty (20) days to cure and Lessor shall fail to commence to do so within twenty (20) days after receipt of said notice and thereafter diligently proceed to cure such default, then in either of such events, Lessee may cure

such default and such expenses shall be deducted from the rent otherwise due.

(38) **CASUALTY DAMAGE.** If, in the opinion of Lessee, the Demised Premises are rendered substantially unfit for its occupancy or use herein contemplated as a result of any casualty or peril insured against in a standard fire and all perils insurance policy of the type then commonly purchased by owners of similar buildings in the area in which the Demised Premises are located (hereinafter "insurable casualty or peril") and the term of this lease agreement shall have at least one (1) year to run, Lessor, at Lessor's sole expense, shall promptly and diligently restore the Demised Premises to the condition existing prior to the occurrence of the insurable casualty or peril, and all rental shall abate from the date of such occurrence until the Demised Premises are so restored.

If, in the opinion of Lessee, the Demised Premises are rendered substantially unfit for its occupancy or use herein contemplated as a result of any casualty or peril other than an insured casualty or peril, or by any casualty or peril whatever when the original term of this Lease Agreement shall have less than one (1) year to run, Lessor may either restore the Demised Premises at Lessor's expense as above provided, or Lessor may terminate this Lease Agreement effective as of the date of occurrence of the casualty or peril.

If an insurable casualty or peril does occur, and, in the opinion of Lessee, the Demised Premises are not rendered substantially unfit for the occupancy or use herein contemplated, Lessor shall promptly and diligently restore the Demised Premises at Lessor's expense to the condition existing prior to the casualty or peril and the rent shall be proportionately reduced until such time as the Demised Premises are restored, at which time the full rental amount then due under the terms of this Lease Agreement shall once again be payable.

(39) **CONDEMNATION.** If the entire Demised Premises shall be taken by condemnation by any public body, or private purchase in lieu thereof, or if a substantial portion of the Demised Premises are so taken or conveyed and Lessee shall determine that the remainder is inadequate or unsatisfactory for its use contemplated herein, such determination not having been arbitrarily or capriciously made, then in either event this Lease Agreement shall terminate as of the date Lessee is required to give up its right to occupancy as provided herein, and neither party to this Lease Agreement shall have a claim against the other for the value of the unexpired term hereof.

Notwithstanding anything in this Paragraph #39, Lessee shall not be deprived of the right to make claim against the condemning authority for any damage suffered by Lessee.

If any portion of the Demised Premises are taken by condemnation by any public body, or private purchase in lieu thereof, and Lessee deems the remainder to be sufficient for its use contemplated herein, Lessor and Lessee agrees the rental shall be reduced proportionately by the amount of the Demised Premises given up to the condemning authority to the amount of space originally demised under this Lease Agreement.

Should Lessor and Lessee fail to agree to the proportion of the rent reduction after negotiating thirty (30) days, this Lease Agreement shall terminate and neither of the two parties to this Lease Agreement shall have any further claim against the other.

(40) **WAIVER.** Lessor shall have the right at all times to enforce the provisions of this Lease Agreement in strict accordance with the terms hereof, notwithstanding any custom or conduct on the part of the Lessor in refraining from doing so at any other time (s).

(41) **REMEDIES CUMULATIVE.** No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law provided, but each remedy shall be cumulative and in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

(42) **RIGHTS OF SUCCESSORS.** All of the rights and obligations of the parties under this Lease Agreement shall bind and inure to the benefit of the parties hereto, and to their respective heirs and distributees, executors, administrators, personal representatives, successors, and assigns.

(43) **NOTICES.** Any notice, election, or consent required to be given hereunder shall be deemed to have been duly given when delivered by United States registered or certified mail, return receipt requested, postage prepaid, or by fax with printed confirmation, or by pre - paid overnight carrier with written receipt. Email shall not be an acceptable form of notice because no confirmation of receipt can be offered by the receiving party. The time of rendition of such notice shall be when the said notice is deposited in an official United States Post Office, or the date registered on the fax confirm, or the date received by the overnight carrier, addressed as follows:

LESSEE : JIMBO'S AUTO TOWING & RECOVERY, LLC
William M Runyon
60 Ridgely Street
Dover, Delaware 19904

LESSOR : ROBERT A AND NANCY H KAUFFMAN
20 Eastgate Drive Apt C
Boynton Beach, Florida 33436

WITH COPIES SENT TO : McGinnis Commercial Real Estate Company
Philip J McGinnis, CCIM, Agent
555 East Loockerman Street
Dover, Delaware 19901

KELLER WILLIAMS - WILMINGTON
George Kouznetsov
1521 Concord Pike #102
Wilmington, DE 19803

(44) **NOTICE OF PAYMENT OF RENTAL.** Lessor hereby authorizes Lessee to pay the monthly rental to McGinnis Commercial Real Estate Company, 555 East Loockerman Street, Dover, Delaware 19901. No further notice under the terms of this Lease Agreement shall be required of Lessor to Lessee for Lessee to pay the rental to said Agent.

Lessee hereby agrees to send all notices as may be required under the terms of this Lease Agreement to Lessor's Agent under this Paragraph #44, until authorized in the manner as herein provided to do otherwise.

(45) **BROKER.** Lessee warrants to Lessor that it has dealt with no other brokerage or other persons entitled to a commission or finder's fee other than KELLER WILLIAMS – WILMINGTON REAL ESTATE COMPANY. Lessor warrants to Lessee that it has dealt with no other brokerage or other persons entitled to a commission or finder's fee other than McGINNIS COMMERCIAL REAL ESTATE COMPANY. Lessor agrees to pay McGINNIS COMMERCIAL REAL ESTATE COMPANY a cash commission per the Listing Agreement between Broker and Lessor. Brokers are brokers only, and are not responsible nor liable for the performance or non-performance of the parties hereto.

(46) **AGENCY DISCLOSURE.** The Listing Broker, any cooperating broker, and any salesperson working with either, are representing the Lessor's interest and have fiduciary responsibilities to the Lessor, but are obligated to treat both parties fairly. The Listing Broker, any cooperating broker, and any salesperson working with either, without breaching the fiduciary responsibilities to the Lessor, may, among other services, provide a potential Lessee with information about the attributes of properties, show properties, and assist in preparing an offer to lease. The Listing Broker, any cooperating broker, and any salesperson working with either, also have the duty to respond accurately and honestly to a potential Lessee's questions and disclose material facts about properties, submit promptly all written offers to lease, and offer properties without unlawful discrimination.

(47) **MISCELLANEOUS.**

(a) This Lease Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes all prior and/or other agreements and representations, written or oral, in connection with the Lease Agreement;

(b) It is understood and agreed that this Lease Agreement may be amended or modified by the mutual agreement of the parties hereto, provided that such amendment or modification is duly signed by the parties hereto and incorporated into the terms of this Lease Agreement;

(c) Lessee and Lessor agree that the invalidity of any one or more paragraphs of this Lease Agreement shall not invalidate any other paragraphs or the Lease Agreement itself;

(d) This Lease Agreement shall not be recorded in any public office;

(e) Any headings preceding the text of the several paragraphs hereof are inserted only as a matter of reference and convenience for the parties hereto, and in no way define, limit, or describe the scope or intent of this lease, nor affect its terms and provisions;

(f) The singular of any word may denote two or more, the plural one alone, and the words of one gender may denote another gender whenever appropriate under the actual circumstances;

(g) This Lease Agreement shall be construed under and governed by the laws of the State of Delaware. In the event of a conflict of laws, Delaware law will control. In the event of a dispute the situs of any legal action shall be in the courts of Kent County, Delaware;

(h) This Lease Agreement shall be executed in four (4) counterparts, each of which when executed shall be deemed as the original. Lessee shall retain one counterpart, Lessor shall retain one counterpart, McGinnis Commercial Real Estate Company shall retain the third copy, and KELLER WILLIAMS - WILMINGTON REALTORS shall retain the fourth copy. Notwithstanding the language contained in Subparagraph (h), all parties hereto consent to electronic transfer of any signatures required hereunder;

(i) This Lease Agreement is for a Commercial Lease and shall be exempt from Del Code §5511, except as otherwise stated herein.

(48) **INDEMNIFICATION; ATTORNEYS FEES.**

(a) In the event any dispute arises under this Lease Agreement between Lessor and Lessee resulting in Broker (s) or any Agent (s), or Subagent(s), or employees of Broker (s) being a party to any litigation, Lessor and Lessee, whichever is unsuccessful, shall indemnify and hold said Broker (s), Agent (s), Subagent (s), or employees of Broker (s) harmless from any liability, loss, damage, cost, expense, and attorneys fees, provided such litigation does not result in a judgment against Broker (s), Agent (s), Subagent (s), or employees of Broker (s) for acting improperly hereunder.

(b) Should Lessor or Lessee default in their obligations hereunder, or otherwise fail to perform as required under the terms of this Lease Agreement, Lessor and Lessee shall hold Broker (s) or any Agent (s), or Subagent(s), or employees of Broker (s) harmless from any liability, loss, damage, cost, expense, and attorneys fees resulting from such default or failure to perform hereunder.

(c) In the event a dispute arises under this Lease Agreement between Lessor and Lessee resulting in any litigation and/or arbitration, Lessor or Lessee, whichever is unsuccessful in such legal action, shall also be liable for the court costs and reasonable attorneys fees for the prevailing party.

(49) **LEGAL REPRESENTATION.** The Both parties hereto acknowledge that they are entitled to seek legal advice prior to the execution of this Lease Agreement, and by executing this Lease Agreement each party hereto has affirmed that such legal advice was obtained.

(50) **PREVIOUS LEASE AGREEMENT.** Both parties hereto acknowledge that a certain Lease Agreement dated April 27, 2017, was executed by Lessee hereunder for property known as 60 Ridgely Street, Dover, Kent County, Delaware, 19904, which is a portion of the overall property leased under this Lease Agreement. Upon the execution of this Lease Agreement by both parties hereto, all of the terms and conditions of that said lease agreement shall be made void, and of no further force and effect, and all of the several terms and conditions contained hereunder in this Lease Agreement shall be in full force and effect.

(51) **EFFECTIVE DATE.** The effective date of this Lease Agreement, the date all parties to this Lease Agreement have agreed to all of the terms and conditions and have executed this Lease Agreement, and for purposes of definition, is the 15 day of JULY, 2017.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed the day and year contained hereinbelow.

Witness:

LESSEE
JIMBO'S AUTO TOWING & RECOVERY, LLC

Philip G. Quinn

BY: *William M. Runyan*
WILLIAM M. RUNYAN
MANAGING MEMBER

E I Number 82 - 1493657

Date: JUNE 26, 2017

LESSOR

Joseph Kauffman
(as to both)

Robert A. Kauffman
ROBERT A KAUFFMAN

E I Number _____

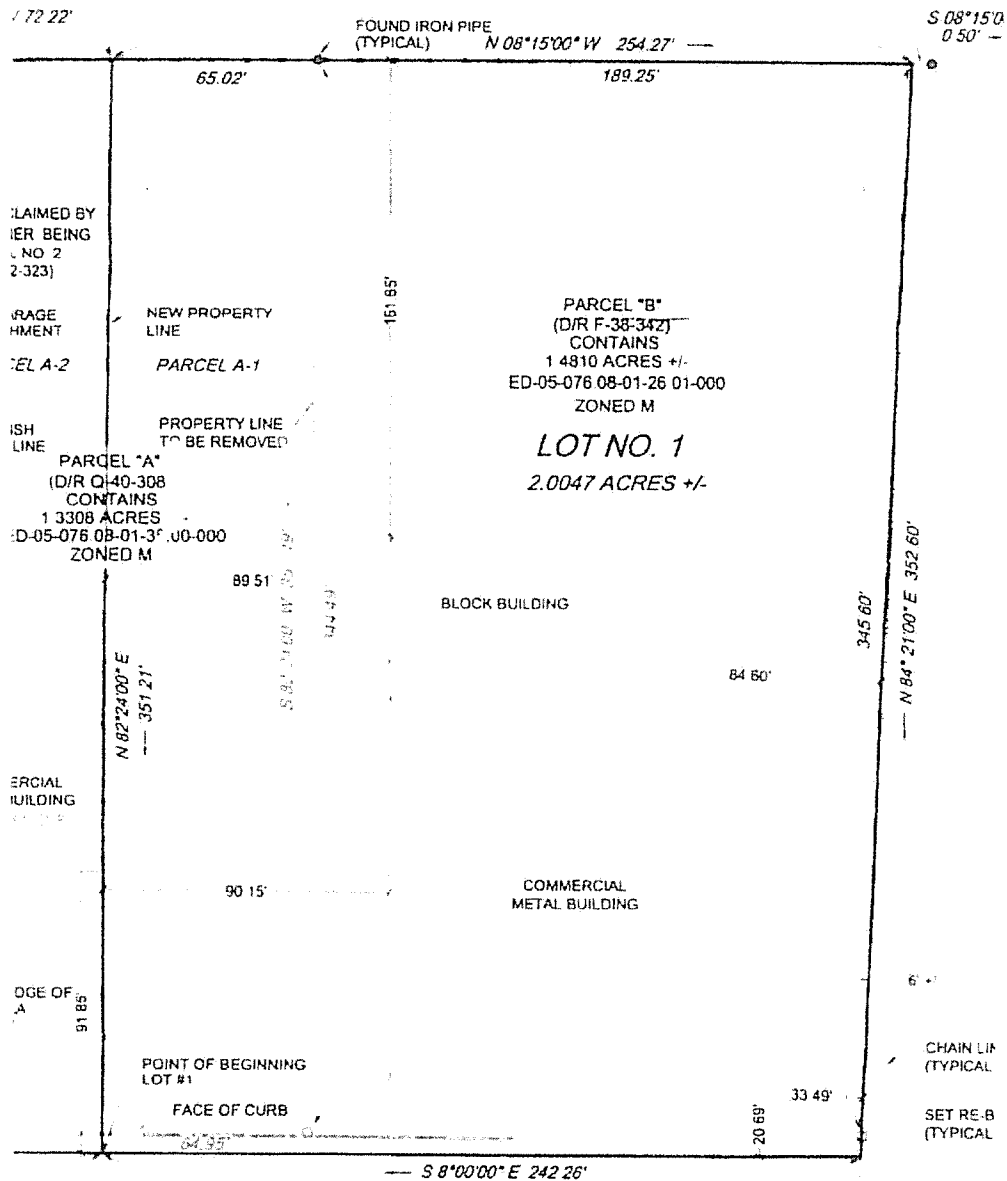
Nancy H. Kauffman
NANCY H KAUFFMAN

E I Number _____

Date: JUNE 30, 2017

EXHIBIT A

Demised Premises



FOR LOT LINE ADJUSTMENT

RIDGELY STREET
(60' WIDE)

[Handwritten Signature]

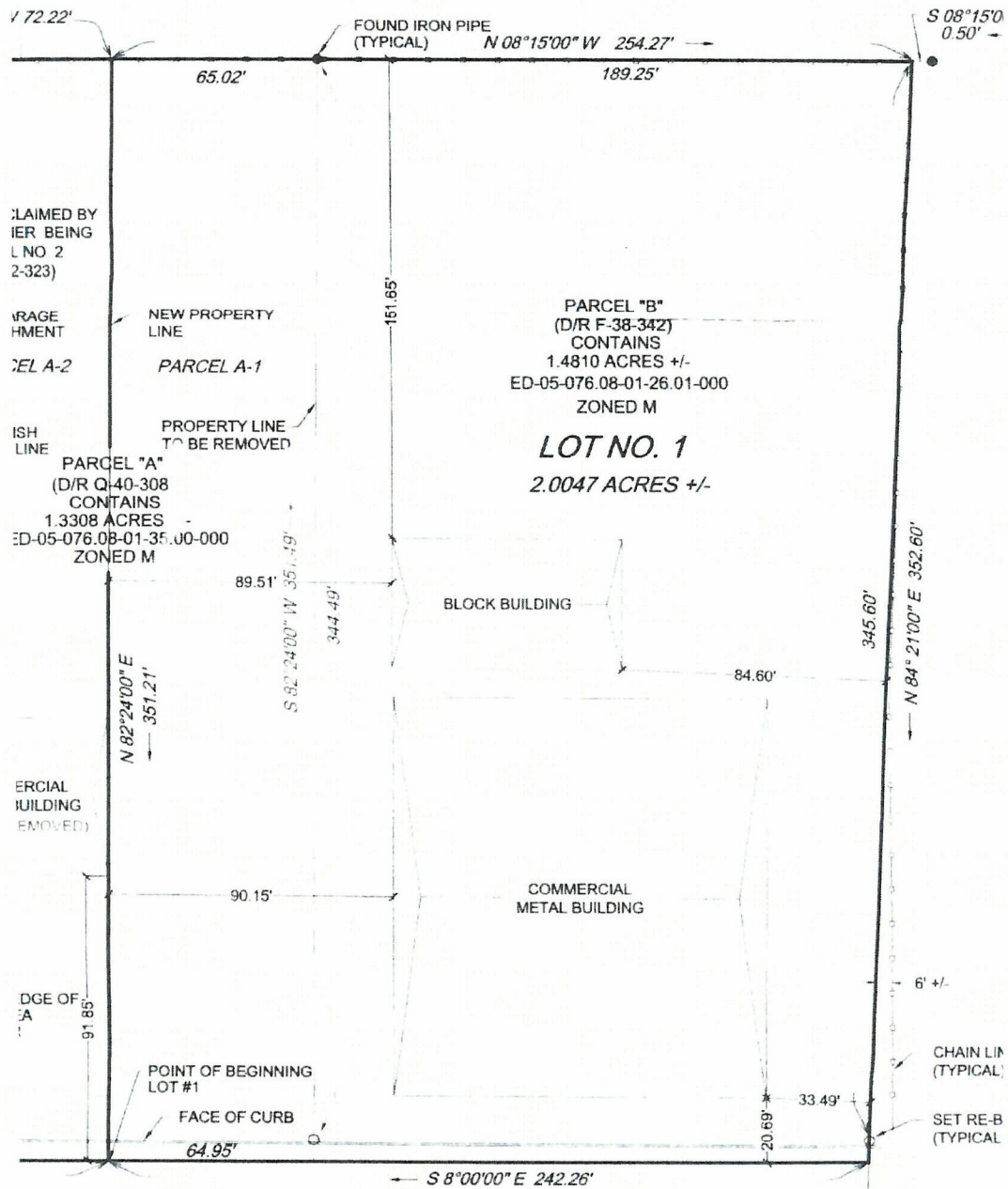
Lessee's Initials

[Handwritten Signature]

Lessor's Initials

EXHIBIT A

Demised Premises



FOR LOT LINE ADJUSTMENT
RIDGELY STREET
 (60' WIDE)

[Handwritten Signature]

 Lessee's Initials

 Lessor's Initials

EXHIBIT B

Rental Schedule

LEASE YEAR	YEAR	RENT INCREASE	RENT	RENT
1	2018		\$32,400.00	\$2,700.00
2	2019	3.00%	\$33,372.00	\$2,781.00
3	2020	3.00%	\$34,373.16	\$2,864.43
4	2021	3.00%	\$35,404.35	\$2,950.36
5	2022	3.00%	\$36,466.49	\$3,038.87
6	2023	3.00%	\$37,560.48	\$3,130.04
7	2024	3.00%	\$38,687.29	\$3,223.94
8	2025	3.00%	\$39,847.91	\$3,320.66
9	2026	3.00%	\$41,043.35	\$3,420.28
10	2027	3.00%	\$42,274.65	\$3,522.89

Plus Grounds and building maintenance per lease terms, hazard and all perils insurance, and utilities.



Lessee's Initials



Lessor's Initials

EXHIBIT B

Rental Schedule

LEASE YEAR	YEAR	RENT INCREASE	RENT	RENT
1	2018		\$32,400.00	\$2,700.00
2	2019	3.00%	\$33,372.00	\$2,781.00
3	2020	3.00%	\$34,373.16	\$2,864.43
4	2021	3.00%	\$35,404.35	\$2,950.36
5	2022	3.00%	\$36,466.49	\$3,038.87
6	2023	3.00%	\$37,560.48	\$3,130.04
7	2024	3.00%	\$38,687.29	\$3,223.94
8	2025	3.00%	\$39,847.91	\$3,320.66
9	2026	3.00%	\$41,043.35	\$3,420.28
10	2027	3.00%	\$42,274.65	\$3,522.89

Plus Grounds and building maintenance per lease terms, hazard and all perils insurance, and utilities.



Lessee's Initials

Lessor's Initials

EXHIBIT C

This Lease Agreement is executed contingent upon approval of this Exhibit C by both parties.

Lessor's Work

- (1) Demo existing electrical wiring and install new electrical service to code; and
- (2) Demo the existing lavatory and install a new lavatory to code; and
- (3) Repair the fencing from the front southwest corner of the property along the existing fence line to the corner of the building; and
- (4) Paint the exterior of 40 Ridgely Street; and
- (5) Grade, fill, and surface the existing driveway on Ridgely Street to the concrete pad at the front overhead door.



Lessee's Initials



Lessor's Initials

EXHIBIT C

This Lease Agreement is executed contingent upon approval of this Exhibit C by both parties.

Lessor's Work

- (1) Demo existing electrical wiring and install new electrical service to code; and
- (2) Demo the existing lavatory and install a new lavatory to code; and
- (3) Repair the fencing from the front southwest corner of the property along the existing fence line to the corner of the building; and
- (4) Paint the exterior of 40 Ridgely Street; and
- (5) Grade, fill, and surface the existing driveway on Ridgely Street to the concrete pad at the front overhead door.



Lessee's Initials

Lessor's Initials

EXHIBIT D

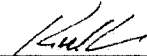
This Lease Agreement is executed contingent upon approval of this Exhibit D by both parties.

Lessee's Work

- (1) Demo existing partitions; and
- (2) Pressure wash the building; and
- (3) Install overhead lighting to code in the building; and
- (4) Close up existing doors in the building; and
- (5) Install new entry doors in the building.



Lessee's Initials



Lessor's Initials

EXHIBIT D

This Lease Agreement is executed contingent upon approval of this Exhibit D by both parties.

Lessee's Work

- (1) Demo existing partitions; and
- (2) Pressure wash the building; and
- (3) Install overhead lighting to code in the building; and
- (4) Close up existing doors in the building; and
- (5) Install new entry doors in the building.



Lessee's Initials

Lessor's Initials

EXHIBIT E
PERSONAL GUARANTY

LESSOR : **ROBERT A AND NANCY H KAUFFMAN**
LESSEE : **JIMBO'S AUTO TOWING AND RECOVERY, LLC**
GUARANTOR(S): **WILLIAM M RUNYON**
DEMISED PREMISES : **40 & 60 RIDGELY STREET, DOVER, KENT COUNTY,
DELAWARE 19904**
LEASE DATE: **JUNE 30 , 2017**

Lessor will not enter into the above referenced Lease Agreement unless it receives a personal guaranty of the payment and performance of Lessee's obligations under the Lease Agreement and any extensions and renewals thereof or holdover thereunder.

In order to induce Lessor to enter into the Lease Agreement with Lessee and in consideration thereof, each Guarantor irrevocably and unconditionally guarantees to Lessor the timely and complete performance and observance of all agreements and obligations (collectively, "Obligations") of Lessee and Lessee's successors, assigns, and Sublessees, arising under the Lease Agreement and all renewals, modifications, amendments and extensions thereof (which shall be deemed included in the term "Lease Agreement" as used herein), including, without limitation, the obligation to pay (a) the full Annual Rent for the entire term of the Lease Agreement as now stated therein, regardless of whether such term is shortened or lengthened or such Rent reduced or increased for any reason or by any cause, (b) all Additional Rent and other sums payable to Lessor under the Lease Agreement, and (c) all damages, losses, costs, interest, charges and expenses (including, without limitation, reasonable attorney's fees) of every kind, nature and description, suffered or incurred by Lessor arising in any manner out of, or in any way connected with any default by Lessee under the Lease Agreement. If the Rent, or any part thereof, under the Lease Agreement is accelerated by reason of Lessee's default thereunder or otherwise, and if Lessee shall fail to pay such accelerated Rent, then Guarantor shall pay same to Lessor on demand. Without limitation to the foregoing or to any other provision of the Guaranty, if Lessee fails to observe or perform any Obligation in accordance with the Lease Agreement including without limitation, the Obligation to pay Rent, then, on Lessor's demand, Guarantor shall fully observe and perform such Obligation. This Guaranty is continuing, and shall be effective regardless of how long before or after the date hereof any of Lessee's Obligation were incurred or accrued. The liability of each Guarantor shall not be affected by the bankruptcy or insolvency of Lessee or any other Guarantor or by a discharge, confirmed plan, lien avoidance, insolvency of Lessee, or any other Guarantor or by a discharge, confirmed plan, lien avoidance limitation of allowability, or other aspect or provision of bankruptcy or insolvency proceedings or law or by any defense of Lessee or any other Guarantor.

Guarantor agrees that Lessor may, at any time and from time to time, either with or without consideration: (a) surrender any property or collateral of any kind or nature whatsoever held by Lessor or by any person on Lessor's behalf securing any of all of the Obligations, (b) substitute for any property or collateral so held other property or collateral of like kind or of any other kind, (c) acquire new security of the Obligations, (d) amend, supplement, or modify the terms of the Lease Agreement, (e) consent to or allow any subletting of the property demised under the Lease Agreement, and (f) exercise any right to remedy against Lessee under the Lease Agreement (including, without limitation, the right to accelerate Rent under the Lease

Agreement and the right to terminate the Lease Agreement), all without notice to or consent from Guarantor, and all without impairing the liability of Guarantor hereunder. Guarantor waives notice of acceptance of this Guaranty, and of any default to Lessee under the Lease Agreement.

The liability of Guarantor hereunder is absolute and unconditional and shall not be affected by, and Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Lessor to proceed against Lessee or any other person or to exhaust any security held by Lessor or to pursue any right or remedy before proceeding against guarantor, (b) the defense of the statute of limitations in any action hereunder or for the collections of any indebtedness or the performance of any Obligation hereby guaranteed, (c) any defense arising by virtue of the failure of Lessor to file or enforce any claim, (d) any notice of the existence, creation, or incurring of any new or additional indebtedness or obligation by, or of any action or non-action or non-action on the part of, Lessee or Lessor, (e) any defense arising by virtue of the lack of authority, dissolution, incompetency, death or disability, of Lessee or any other person, (f), any defense based upon an election of remedies by Lessor, including, without limitation, an election to proceed by non-judicial means which destroys or otherwise impairs any subrogation or other right of Guarantor against Lessee, (g) any termination of the Lease Agreement prior to its stated expiration date and any duty on the part of Lessor to disclose to Guarantor any fact which Lessor may now or hereafter know about Lessee, regardless of whether Lessor has any fact which Lessor may now or hereafter know about Lessee, regardless of whether Lessor has reason to believe that such fact materially increases the risk beyond that which Guarantor intends to assume, or has reason to believe that such fact is unknown to guarantor, or has a reasonable opportunity to communicate such fact to Guarantor, it being agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of Lessee and of all facts and circumstances bearing on the satisfaction and performance of the Obligations.

Each Guarantor waives any and all rights of subrogation against Lessee by reason of any Guarantor's payment or performance of Lessee's obligations and subordinates any liability or indebtedness of Lessee held by a Guarantor to the obligations of Lessee to Lessor. This Guaranty may not be modified, discharged or terminated in any manner other than by an agreement in writing signed by said Guarantor.

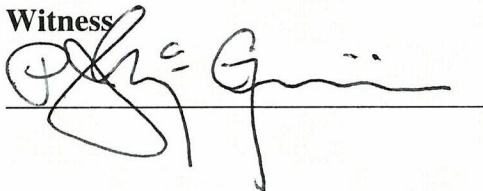
Each Guarantor is primarily obligated under the Lease Agreement. Lessor may, at its option, proceed against any Guarantor without proceeding against Lessee or anyone else obligated under the Lease Agreement or against any security for any of Lessee's or any of Guarantor's obligations.

Guarantor will pay, within ten (10) days after Lessor's demand, the reasonable attorney's fees and costs incurred by Lessor in connection with the enforcement of this Guaranty.

Guarantor irrevocably appoints Lessee as its agent for delivery of notices and for service of process related to this Guaranty. Each Guarantor has executed this Guaranty under seal and on the date hereof.

Sealed and delivered in the presence of:

Witness



GUARANTOR

 (SEAL)

WILLIAM M RUNYON

DATE : JUNE 26 , 2017

Date of this notice: 05-11-2017

Employer Identification Number:
82-1493657

Form: SS-4

Number of this notice: CP 575 A

JIMBOS AUTO TOWING & RECOVERY
WILLIAM M RUNYON SOLE MBR
377 EAGLE WAY
SMYRNA, DE 19977

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-1493657. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 940	01/31/2018
Form 943	01/31/2018

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Jimbo's Auto Towing & Recovery LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 60 Ridgely Street (street), in the City of Dover, Zip Code 19904. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Jimbo's Auto Towing & Recovery

By: 



Authorized Person

Name: William Runyon

Print or Type

Jun 22, 2018 10:33:27 AM EDT

File Edit List Commands Help

Location Customer History Inquiry

Location ID: 50352 40 RIDGELY ST

ID	-----C U S T O M E R----- Name	Type	Status	Initiation Date	Termination Date
----	-----------------------------------	------	--------	--------------------	---------------------

No customers for this location

✓ OK
✗ Exit
< Cancel
Services

MW

ARTICLE XII. - VACANT BUILDINGS

Sec. 22-400. - Purpose; applicability; definitions.

- (a) *Purpose.* The purpose and intent of this article is to establish a registration and identification program of vacant buildings within the city. Vacant buildings are detrimental to the surrounding buildings and neighborhoods in which they exist. The article is also to ensure the public health, safety and welfare insofar as they are affected by vacant buildings within the city. The health, safety and welfare of the neighborhoods in which vacant buildings are located are of the utmost importance to the city, as is the general community character in which these vacant buildings are located.
- (b) *Applicability.* The provisions of this article shall apply to all matters affecting or relating to vacant buildings. Where, in this article, different sections of this Code may specify different requirements, the most restrictive shall govern.
- (c) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning.
- (1) *Vacant building* means a building, structure, or dwelling that has been unoccupied for more than three consecutive months; or a commercial tenant space greater than 10,000 square feet in an otherwise occupied building, that has been left unoccupied for more than three consecutive months.
- (2) *Actively for sale or lease* means the building is being actively marketed through a licensed real estate broker or the owner who is regularly advertising the property in newspapers circulated in and around Dover, it is being offered for sale or lease at a cost of no more than 25 percent over market rate as determined by the city assessor, and the building is in reasonable condition for sale or lease, including but not limited to: no trash has collected inside or outside of the building, the utilities are functional, and it is not being used as storage that is unrelated to the former use.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-401. - Monitoring, inspection and condition standards.

- (a)

The building inspector shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this article. Upon request of the building inspector, an owner shall provide access to all interior portions of a vacant building in order to permit a complete inspection.

Once a building/structure/unit or residence (hereon after referred to as building) is registered as a vacant building, the vacant building shall be inspected annually for as long as it is considered vacant.

- (b) The vacant building shall be secured; the exterior building and premises shall be maintained in accordance with all City of Dover Code requirements.
- (c) The vacant building shall be in reasonable condition (all utilities shall be functional, there shall be no trash or debris inside or outside the building and it shall not to be used as storage that is unrelated to the former use).

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-402. - Agent—Responsible person required.

- (a) *Property manager.* Any owner of a vacant building, residing outside of the county, shall be required to have a licensed property manager residing or having an office located in the county, or a family member or other designated individual who does not manage any other real estate for a fee and who resides in the county acting as a property manager. The property manager, including family members and designated individuals, shall have charge, care and control of the vacant building, and shall provide access to the vacant building for inspection upon request by the building inspector, within 30 days.
- (b) *Corporate or partnership owners.* Any corporation or partnership owning a vacant building shall have a designated member, partner, or employee having charge, care and control of the vacant building. The designated member, partner or employee shall reside in or have an office located in the county, or shall be required to have a licensed property manager residing or having an office located in the county, or other designated individual who does not manage any other real estate for a fee, and who resides in the county, acting as a property manager. The property manager, or other designated individuals shall have charge, care and control of the vacant building, and shall provide access to the vacant building for inspection, upon request by the building inspector, within 30 days.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-403. - Registration and registration fee.

(a) *Registration of building.* There are two ways to register the building as vacant.

(1) The owner shall register with the city not later than 30 days after any building in the city becomes vacant, as defined.

The registration of the vacant building shall include the site address, the name of the current owner or owners, current address of the owner and of all applicable owners, tax parcel number, proof of insurance on the building, description of the condition of the building, plans for the building (to eliminate the vacancy), the responsible person or agent and their contact information and any other applicable information. If any information changes the owner is responsible for informing the city of those changes in a timely manner.

(2) The building inspector or his designee, shall investigate any property that may be subject to registration. Based upon his findings, the building inspector may register the property as a vacant building subject to this chapter.

a. *Notice of registration.* Within five business days of such registration, the licensing and permitting office shall notify the owners of the registered property by certified mail at their last known address according to the records of the city and Kent County.

b. *Registration fee.*

(i) The annual registration fee shall be paid at the time of registration. If the building inspector registers the building as vacant the fee shall be due not later than 30 days after the building is registered as vacant. The annual registration fee will then be due on the registration anniversary date every year after that as long as it remains vacant. The starting point for counting a building as being vacant will begin on the date of the enactment of this article [June 26, 2006].

(ii) The annual fee is as provided for in Appendix F—Fees and Fines.

(Ord. of 6-26-2006; Ord. of 4-14-2008; Ord. No. 2009-09, 6-22-2009; Ord. No. 2013-03, 3-11-2013)

Sec. 22-404. - Violation and penalties.

- (a) If the registration fee is not paid within 30 days of being due, the owner shall be in violation of this article.
 - (1) A lien can be assessed against the property. Such fees shall be entered in the municipal lien docket as a lien owing the city, and the same may be turned over to the city solicitor for collection.
 - (2) The fee will be assessed to the parcel's tax bill.
 - (3) The fee shall be paid in full prior to the transfer of title.
 - (4) The fee shall be paid in full prior to the issuance of any building permits for the subject building and for any other building that is owned by the owner within the city.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-405. - Exemptions—Types of buildings eligible for exemption status from the registration fee.

- (a) The following are exempt from the registration: The building has fire damage. The owner has 90 days to file for a permit to start construction or demolition or it will be determined a vacant property.
- (b) The following properties shall be registered as vacant, but they are exempt from the registration fee:
 - (1) The building is actively being offered for sale or lease for a maximum period of five years. After such time this article will be in effect. Proof of activity shall fall on the owner to provide. See definition.
 - (2) The owner has obtained a building permit and is progressing in an expedient manner to prepare the premises for occupancy.
 - (3) The property is in probate or where the owner has entered a long term care facility within six months of the building being vacant.
 - (4) The property is undergoing currently environmental cleanup or assessment.
- (c) Failure to register. If the owner of the property fails to register the property with the City of Dover within 30 days of notification to do so by the City of Dover staff, then the property owner/agent may not be entitled to exemption from the fees.

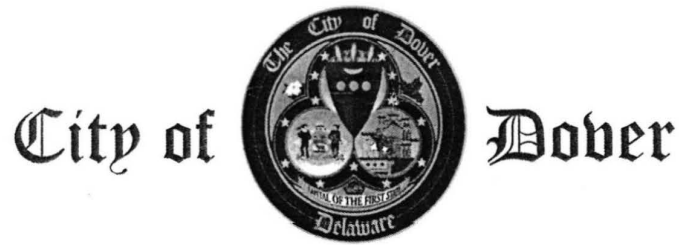
(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-406. - Appeal of the 25 percent over market rate.

An appeal of the 25 percent over market rate (from the actively for sale or lease definition) can be considered through an appraisal using accepted appraisal standards to determine market rate. The owner has the option of asking the city tax assessor to perform the appraisal or having one performed (using accepted appraisal standards) at their own expense.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013; Ord. No. 2016-19, 8-22-2016)

Department of
Planning & Inspections
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7010
Fax: (302) 736-4217

June 4, 2018

McGinnis Commercial Real Estate Company
Attn: Phillip McGinnis
555 E Loockerman Street
Dover, DE 19901

**RE: 40 Ridgely Street
Case #12-00001089**

Dear Mr. McGinnis:

The City of Dover Department of Inspections has received your letter regarding the vacant building located at 40 Ridgely Street. The warehouse is a separate building from 60 Ridgely Street and over 10,000 square feet therefore it is not exempt from being registered as vacant. This department cannot grant any exemption since the fees were waived the previous five years. As per the City of Dover Ordinance only five years of exemption is permitted while the building is listed for sale, lease or rent. I have given the City Clerk's Office a copy of your letter and informed them that you may be filing an appeal to the Construction and Property Maintenance Board of Appeals. This appeal should be filed prior to June 11, 2018

A violation notice for exterior violations was first sent on November 11, 2015, this was mainly due to condition of exterior paint. The case remains open with violations still not corrected and fines remain unpaid. Although I do agree this is not a public safety threat as you stated, it is still a violation of the Property Maintenance Code. I have generously given extension after extension to both Mr. Kauffman and Ms. Kolakowski of your office.

Sincerely,

A handwritten signature in black ink that reads 'Ronald L. Coburn Jr.' The signature is written in a cursive style.

Ronald L Coburn Jr
Code Enforcement Officer
City of Dover
(302)736-7010

cc: Dave Hugg, AICP, Director of Planning & Community Development
Timothy A. Slavin, President, City Council

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

7017 0660 0001 1040 2010

Inspections & Planning SdSN

Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____


Postage \$ _____

MCGINNIS COMMERCIAL
 REAL ESTATE COMPANY
 ATTN: PHILLIP MCGINNIS
 555 E LOOCKERMAN ST
 DOVER DE 19901

DOVER DE 19901
 JUN 06 2018
 RC 12-1089

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>MCGINNIS COMMERCIAL REAL ESTATE COMPANY ATTN: PHILLIP MCGINNIS 555 E LOOCKERMAN ST DOVER DE 19901</p>	<p style="text-align: center;">RC 12-1089</p>
<p style="text-align: center;">  9590 9402 2791 7069 8588 15 </p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Registered Mail Restricted Delivery (over \$500)</p>
<p>2. Article Number (Transfer from service label)</p> <p style="font-size: 1.2em;">7017 0660 0001 1040 2010</p>	<p style="text-align: right;">Domestic Return Rec.</p>

PS Form 3811, July 2015 PSN 7530-02-000-9053



McGINNIS COMMERCIAL REAL ESTATE COMPANY

555 East Loockerman Street • Dover, Delaware 19901
(302) 736-2710 (Office) • (302) 736-2715 (Fax)
<http://www.mcginnisrealty.com>

COMMERCIAL REAL ESTATE SALES, LEASING & DEVELOPING • PROPERTY MANAGEMENT

June 1, 2018

CITY OF DOVER
Ron Coburn, Code Enforcement Officer
15 Loockerman Plaza
Dover, DE 19901

RECEIVED

JUN 01 2018

RE : 40-60 RIDGELY STREET
DOVER, DELAWARE 19904
Vacant Building Notice
Painting 40 Ridgely Street

Dear Mr Coburn,

We appreciate your patience on the above – referenced property as we navigate through obstacles that inhibit our ability to lease the property.

The portion of the property known as 60 Ridgely Street is occupied, and therefore, according to the ordinance, the Kauffman property is considered occupied. The portion of the property known as 40 Ridgely Street, although currently vacant, is part of a multi-tenant property. Therefore, any occupied portion constitutes occupancy.

The painting of the property is a challenge because the owner is a retiree on fixed income, and we are awaiting a tenant to produce rent in order to afford the painting. We spent a lot of money in preparing 60 Ridgely for occupancy, and we have more work to do, so capital is a bit of a struggle for us. We had a tenant for the building last summer, but we ended up evicting him for non-payment of rent. So we have had challenges.

I am showing the property to a promising prospect this weekend, and I am hoping a lease will result, and we can then paint as part of the occupancy preparation.

Your threat of placing a lien on the property in your May 17, 2018, email to Kelly Kolakowski is unnecessary. This property is posing no threat to the public safety. I am certain you have far worse cases confronting you. I assure you we are not being uncooperative; we are just trying to balance poor market conditions and retiree's income.

Once again, I appreciate your patience in this matter. I promise to resolve it as quickly as we can.

Respectfully submitted,

Philip J McGinnis, Agent

cc : Dave Hugg, Director, Department of Planning and Inspections
Timothy A Slavin, President, Dover City Council



Kelly Kolakowski

From: Coburn, Ron <RCoburn@dover.de.us>
Sent: Thursday, May 17, 2018 9:21 AM
To: Kelly Kolakowski
Subject: 40 Ridgely Street

Good morning Kelly,

Please provide the status of painting the building at 40 Ridgely Street.

This case is almost three years old, I have never carried a case this long.

We may have to abate the violation and place a lien against the property for the cost.

Ronald L Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rcoburn@dover.de.us

Division of
Code Enforcement
15 E. Loockerman St.
Dover, DE 19901



Phone: (302) 736-4457
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due:	\$5000.00		Amount Paid:		
Date Due:	06/11/2018	Case #	12-00001089	Date Registered:	05/10/2012
Vacant Since:	01/10/2010	Tax Parcel #	ED-05-076.08-01-260.000-000		
Property Address:	40 Ridgely Street Dover DE 19904				
Current Property Owner:	Robert A & Nancy H Kauffman				
Address:	20 Eastgate Drive Apt C Baoyneto Beach FL 33436				
Phone:		Cellular:			
E-Mail:					
** Local agent is required for any owner residing outside of Kent County Delaware					
Responsible Person/Agent:					
Address:					
Phone:		Cellular:			
E-Mail:					

Insurance on Building: Y / N

If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y / N

Explanation of Exemption if granted: *Have used all five years of exemptions*

NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease-Listed Selling Price: _____

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: _____

Fees as follows:

Buildings vacant one year or less;	\$375.00
Buildings vacant for more than one year but less than two years;	\$750.00
Buildings vacant for more than two years but less than three years;	\$1,500.00
Buildings vacant for more than three years but less than five years;	\$3,000.00
Buildings vacant for five years or longer;	\$5,000.00

REVISED 01/01/2016

Community Excellence Through Quality Service

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

May 11, 2018

ROBERT A & NANCY H KAUFFMAN
20 EASTGATE DR APT C
BOYNETON BEACH FL 33436

RE: Property address: 40 RIDGELY ST
Annual Vacant Building Registration
6th Year Fee Due \$5000.00
Case Number: 12-00001089

Dear Sir or Madam:

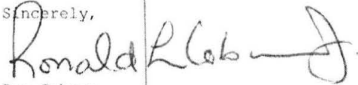
This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by *June 11, 2018*. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover
Planning and Community Development Department
15 Loockerman Plaza
Dover, DE 19901

If the property is no longer vacant or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office. You have the right to appeal to the construction and property maintenance code board of appeals. Such appeal must be filed, in writing, within 30 days.

I can be reached by phone at 302-736-7011 or email at rcoburn@dover.de.us, should you have any questions or concerns.

Sincerely,



Ron Coburn
Code Enforcement Officer

Attachments
file

Community Excellence Through Quality Service

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

INVOICE

Date: May 11, 2018
Invoice #: 12-00001089-6

ROBERT A & NANCY H KAUFFMAN
20 EASTGATE DR APT C
BOYNETON BEACH FL 33436

RE: Property address: 40 RIDGELY ST
Tax Parcel #: ED-05-076.08-01-260.001-000

DESCRIPTION	AMOUNT
Vacant Building Registration Fee	\$5000.00
TOTAL	\$5000.00

Please make all checks payable to City of Dover
Payment must be received before June 11, 2018

Community Excellence Through Quality Service

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover



Phone: (302) 736-7011
Fax: (302) 736-4217

May 11, 2018

ROBERT A & NANCY H KAUFFMAN
20 EASTGATE DR APT C
BOYNETON BEACH FL 33436

RE: Property address: 40 RIDGELY ST
Annual Vacant Building Registration
6th Year Fee Due \$5000.00
Case Number: 12-00001089

Dear Sir or Madam:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by *June 11, 2018*. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover
Planning and Community Development Department
15 Loockerman Plaza
Dover, DE 19901

If the property is no longer vacant or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office. You have the right to appeal to the construction and property maintenance code board of appeals. Such appeal must be filed, in writing, within 30 days.

I can be reached by phone at 302-736-7011 or email at rcoburn@dover.de.us, should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "Ronald R. Coburn" followed by a stylized flourish.

Ron Coburn
Code Enforcement Officer

Attachments
file

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

1020 1040 1000 0990 2102

Inspections & Planning

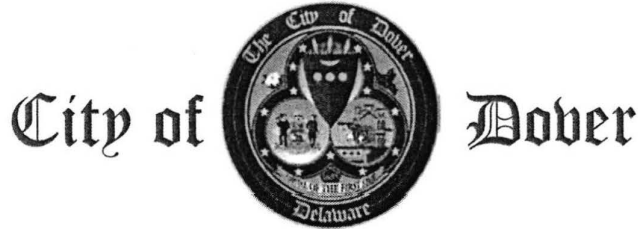
<p>Certified Mail Fee \$</p> <p>Extra Services & Fees (check box, add fee as appropriate)</p> <p><input type="checkbox"/> Return Receipt (hardcopy) \$</p> <p><input type="checkbox"/> Return Receipt (electronic) \$</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery \$</p> <p><input type="checkbox"/> Adult Signature Required \$</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery \$</p> <p>Postage</p>	<p style="text-align: center;">Postmark Here</p> <p style="text-align: center; font-size: 1.5em;">12-1089</p>
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ROBERT A & NANCY H KAUFFMAN
 20 EASTGATE DR APT C
 BOYNETON BEACH FL 33436

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. <p>1. Article Addressed to:</p> <p>ROBERT A & NANCY H KAUFFMAN 20 EASTGATE DR APT C BOYNETON BEACH FL 33436</p>	<p>A. Signature</p> <p><input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>Nancy Kauffman 5/18/18</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p style="text-align: center;">12-1089</p>
<p style="text-align: center;">9590 9402 2791 7069 8599 59</p> <p>2. Article Number (Transfer from service label)</p> <p style="font-size: 1.2em;">7017 0660 0001 1040 1020</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery (\$500)</p>
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt

Division of
Code Enforcement
15 E. Loockerman St.
Dover, DE 19901



Phone: (302) 736-4457
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due:	\$5000.00	Amount Paid:	
Date Due:	06/11/2018	Case #	12-00001089
		Date Registered:	05/10/2012
Vacant Since:	01/10/2010	Tax Parcel #	ED-05-076.08-01-260.000-000
Property Address:	40 Ridgely Street Dover DE 19904		
Current Property Owner:	Robert A & Nancy H Kauffman		
Address:	20 Eastgate Drive Apt C Baoyneto Beach FL 33436		
Phone:		Cellular:	
E-Mail:			
** Local agent is required for any owner residing outside of Kent County Delaware			
Responsible Person/Agent:			
Address:			
Phone:		Cellular:	
E-Mail:			

Insurance on Building: Y / N

If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y / N

Explanation of Exemption if granted: Have used all five years of exemptions

NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease-Listed Selling Price: _____

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: _____

Fees as follows:

Buildings vacant one year or less;	\$375.00
Buildings vacant for more than one year but less than two years;	\$750.00
Buildings vacant for more than two years but less than three years;	\$1,500.00
Buildings vacant for more than three years but less than five years;	\$3,000.00
Buildings vacant for five years or longer;	\$5,000.00

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of



Dover

Phone: (302) 736-7011
Fax: (302) 736-4217

INVOICE

Date: May 11, 2018
Invoice #: 12-00001089-6

ROBERT A & NANCY H KAUFFMAN
20 EASTGATE DR APT C
BOYNETON BEACH FL 33436

RE: Property address: 40 RIDGELY ST
Tax Parcel #: ED-05-076.08-01-260.001-000

DESCRIPTION	AMOUNT
Vacant Building Registration Fee	\$5000.00
TOTAL	\$5000.00

Please make all checks payable to City of Dover
Payment must be received before June 11, 2018

Coburn, Ron

From: Coburn, Ron
Sent: Friday, September 15, 2017 9:49 AM
To: Kelly Kolakowski (kk@mcginnisrealty.com)
Subject: 40-60 Ridgely St

Good morning Kelly,

Please provide an update on the Ridgely Street Property.

The building are still vacant, there are no active business license(s), the utilities are in the owner's name.
The painting has not begun and the weather will be turning soon.

I will be sending vacant building registration renewal soon, the owners will not be entitled the exemption that the property is for/sale. (have used all 5 years)

Ronald L Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rcoburn@dover.de.us

15:28 09/18/17 CALLED AND LEFT MESSAGE FOR KELLY
TO CALL ME.

Coburn, Ron

From: Coburn, Ron
Sent: Monday, December 12, 2016 10:22 AM
To: Kelly Kolakowski (kk@mcginnisrealty.com)
Subject: 40 Ridgely St
Attachments: 41.pdf; 40.pdf

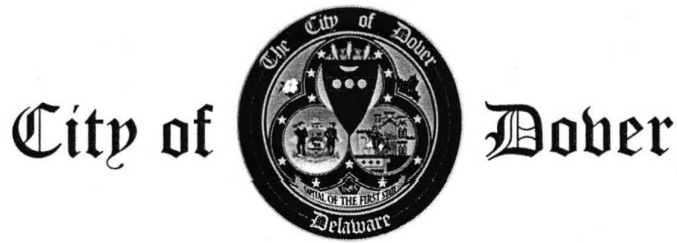
Kelly,

Not sure if you can help but notice was sent to the Kauffmans to schedule an interior inspection at 40 Ridgely St. See attached.

As of today's date no interior inspection has been scheduled. Can you schedule the interior inspection? Failure to do so will require me to send a citation to the Kauffmans.

Ronald L Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rcoburn@dover.de.us

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

November 10, 2016

ROBERT A & NANCY H KAUFFMAN
20 EASTGATE DR APT C
BOYNETON BEACH FL 33436

RE: Property address: 40 RIDGELY ST
Tax Parcel Number: ED-05-076.08-01-260.001-000
Case Number: 12-00001089

Dear Mr. & Mrs. Kauffman:

The property at 40 RIDGELY ST has been registered as a vacant building with the City of Dover Department of Planning and Inspections. As such, upon request of the Code Enforcement Officer, an owner or agent shall provide access to all interior portions of a vacant building in order to permit a complete inspection.

Vacant buildings are detrimental to the surrounding buildings and neighborhoods in which they exist. The health, safety and welfare of the neighborhoods in which vacant buildings are located are of the utmost importance to the city, as is the general character of the community in which these vacant buildings are located.

Please contact this office by *December 12, 2016* to schedule the interior inspection of the building. Inspections can be scheduled at 302-736-7010 or 302-736-7011. If you have any questions or concerns regarding this letter, other than scheduling, please contact me directly at the above phone numbers.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ronald R. Coburn', is written over the typed name.

RON COBURN
Code Enforcement Officer

cc: File

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OFFICIAL USE

7016 2070 0001 1030 8211

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$
 Return Receipt (electronic) \$
 Certified Mail Restricted Delivery \$
 Adult Signature Required \$
 Adult Signature Restricted Delivery \$

RCJ
 12-1089
 Postmark Here
 NOV 14 2016
 Inspections & Planning

Postage \$
 Total \$
 Sent to ROBERT A & NANCY H KAUFFMAN
 Street 20 EASTGATE DR APT C
 BOYNETON BEACH FL 33436
 City, State

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 ROBERT A & NANCY H KAUFFMAN
 20 EASTGATE DR APT C
 BOYNETON BEACH FL 33436

2. Article Number (Transfer from service label)
 7016 2070 0001 1030 8211

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee
 B. Received by (Printed Name) ROBERT KAUFFMAN
 C. Date of Delivery 11/17/16

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Division of
Code Enforcement
15 L. Lockerman St.
Dover, DE 19901



Phone: (302) 736-4457
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due: \$3000.00		Amount Paid: Fee Sale LEASE	
Date Due: 06/10/16	Case #: 12-00001089	Date Registered: 05/10/12	
Vacant Since: 01/10/10	Tax Parcel #: ED-05-076.08-01-260.000-000		
Property Address: 40 Ridgely Street Dover DE 19904			
Current Property Owner: Robert A & Nancy H Kauffman			
Address: 20 Eastgate Drive Apt C Baoyneto Beach FL 33436			
Phone:		Cellular:	
E-Mail:			
** Local agent is required for any owner residing outside of Kent County Delaware			
Responsible Person/Agent: McGinnis Commercial Real Estate			
Address: 555 East Lockerman Street Dover DE 19901			
Phone: 302 736 2710		Cellular:	
E-Mail: KK@mcginnisreality.com PJM@mcginnisreality.com			

Insurance on Building: Y / N
If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y / N
Explanation of Exemption if granted: Listed with Agent McGinnis

NOTE: No Exemption if Registered by City of Dover Staff

***If building is for sale or lease- Listed Selling Price: _____

***Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: [Signature] Date: 6/7/16

Fees as follows:
Buildings vacant one year or less: \$375.00
Buildings vacant for more than one year but less than two years: \$750.00
Buildings vacant for more than two years but less than three years: \$1,500.00
Buildings vacant for more than three years but less than five years: \$3,000.00
Buildings vacant for five years or longer: \$5,000.00

REVISED 01/01/2016

Community Excellence Through Quality Service

McGINNIS COMMERCIAL REAL ESTATE COMPANY

555 East Looeckerman Street
Dover, Delaware 19901
(302) 736 - 2710 Office * (302) 736 - 2715 Telecopier
www.mcginnisrealty.com

EXCLUSIVE AND SOLE RIGHT TO LEASE LISTING AGREEMENT

In consideration of all of the mutual covenants contained herein, the undersigned, hereinafter "Lessor," agrees to exclusively employ McGinnis Commercial Real Estate Company, hereinafter "Broker," and Broker hereby accepts Lessor's exclusive employment on an Exclusive and Sole Right To Lease Basis for the hereinafter described property, hereinafter "Property," upon the terms and conditions hereinafter set forth, for a period of

One Year, hereinafter "Listing Term,"

and continuing until the term of this Listing Agreement shall expire, unless sooner terminated by the parties hereto, or unless extended by the parties hereto, at a price of

Lease Price – Three And Three - Quarters (\$3.75) Dollars, per square foot, hereinafter "Lease Price,"

or such other price as may from time to time be authorized by Lessor during the term of this Listing Agreement, or any extension thereof.

This Listing Agreement will automatically terminate at the end of the Listing Term unless it is extended or renewed in writing by Lessor and Broker. This Listing Agreement may be terminated for cause by either party hereto upon the deliverance of written notice by the terminating party to the other party of its intention to do so at least thirty (30) days in advance of any such termination with the reason for such termination attached thereto.

Upon the termination of this Listing Agreement, Broker agrees to return to Lessor all information provided to Broker by Lessor as required by the terms of this Listing Agreement.

Lessor agrees not to execute any other listing agreement with any other brokerage during the term of this Listing Agreement.

Lessor agrees that any changes in the Lease Price of the Property shall be delivered to Broker from Lessor in writing, and that no such change in the Lease Price shall be effective until such time as the written notice of the change of price has been received by Broker.

Lessor agrees to pay Broker a cash commission According To The Fee Schedule attached hereto and made a part hereof as compensation for Broker's efforts to procure a Lessee for the Property. If within six (6) months after the expiration of this Listing Agreement, or any extension thereof, the Property is leased directly by Lessor to anyone with whom the Broker or Lessor had negotiated during the listing term, then the said commission shall be due and payable to Broker. Within thirty (30) days of the termination of this agreement, the Broker will furnish Lessor with a list of prospects with whom negotiations, presentations or submissions have been made to during the term of this agreement.

Lessor and Broker agrees that this Listing Agreement is a contract for Brokerage services only, and Broker is not required by the terms of this Listing Agreement to represent Lessor in any capacity other than marketing the Property for Lease. Nothing contained herein shall obligate Broker to manage the Property, to obtain financing for Lessor or any prospective Lessee, to acquire permits or approvals for Lessor or any prospective Lessee, to collect any rental payments due, or to perform any other services, all of which, but not limited to, shall be Additional Services, and compensation for which shall be made to Broker by Lessor in accordance with the terms of this Listing Agreement.

Nothing contained herein shall obligate Broker to perform any Additional Services, and nothing contained herein shall obligate Lessor to pay Broker for such Additional Services unless Lessor has provided Broker with written authorization to perform such Additional Services.

Exclusive and unrestricted privilege is hereby granted Broker to place Broker's sign (s) on the Property advertising the Property for Lease. Broker agrees to pay for any and all advertising deemed necessary by the Broker in his professional judgment, and the Lessor authorizes all such advertising. Lessor understands that he/she is responsible for any and all marketing expenses incurred by Broker during the listing term if this Listing Agreement is canceled for any reason within the first one hundred eighty (180) days of the said listing term.

In the event Lessor defaults on the terms of this Listing Agreement rendering a Lease of the Property impossible, Lessor agrees to reimburse Broker promptly upon invoicing for any and all advertising expenses incurred by Broker in pursuit of Broker's obligations hereunder.

Lessor authorizes Broker to submit the Property to any multiple listing service in which Broker is a participant, and to accept the cooperation of other brokers to show the Property to prospective tenants.

Broker is authorized to accept and retain deposit monies for the Property until such time as any and all negotiations have been completed, and which shall then be disbursed in accordance with the terms of the resultant Lease. The deposit shall be deemed accepted only when Lessor accepts a Lease offer.

Broker agrees to submit any and all written offers by prospective Lessees to the Lessor. Broker is under no obligation to submit verbal offers.

Lessor agrees to deliver to Broker promptly any and all materials or information regarding the Property such as plot plans, floorplans, construction plans and specifications, service contracts, lease agreements, income and expense operating data, and other such information to aid Broker in performing its obligations hereunder. Further, Lessor agrees to promptly cooperate with requests by Broker or any prospective Lessee for additional information reasonably required to Lease the Property. Broker agrees to comply with Lessor's reasonable request for confidentiality for any and all of the information provided.

Lessor is unaware of, nor will permit any event or occurrence which would prohibit the occupancy of the Property.

Lessor agrees to comply with all applicable federal, state, county, or municipal fair housing and civil rights legislation in the sale of the Property and further agrees specifically not to discriminate against any person because of race, color, creed, sex, religion, age, marital status, national origin, or handicap.

Lessor hereby covenants that it has disclosed any and all defects of any part of the Property to Broker, including threats of condemnation, or known or expected environmentally hazardous conditions, and has made no deliberate misrepresentations as to the condition of any part of the Property. Non - residential properties are exempt from Delaware's Property Disclosure statutes, however, Lessor agrees to disclose any and all such defects nonetheless.

Lessor will deliver to Broker the form of Lease Agreement to be utilized by Broker in Leasing the Property. Broker agrees to assist Lessor in the development of such a form. Lessor understands and agrees that Broker is not a lawyer, and is not nor ever will be acting as such. Nothing contained in this Listing Agreement shall require Broker to use Broker's funds or commission due for payment to Lessor's legal representation in pursuit of Broker's or Lessor's obligations under this Listing Agreement. Further, Lessor authorizes Broker by executing this Listing Agreement to contact and engage Lessor's legal representation in pursuit of Lessor's and Broker's obligations under this Listing Agreement.

Nothing contained herein shall empower, nor require, Broker to authorize or engage any contractor, subcontractor, firm, company or other entity at Lessor's expense without the written authorization of Lessor to do so. Lessor agrees that all such services contracted for by Broker shall be contracted for in the name of the Lessor, and Lessor agrees to pay promptly any and all invoices for such services upon submission of such invoices to Lessor.

Lessor agrees to save Broker harmless from any damage suits in connection with the marketing of the Property, and from liability from injury suffered by Broker, its Agents or Employees, and from liability from injury suffered by any prospective purchaser, or invitee, or contractor, or whomever, and to carry public liability insurance adequate to cover the interests of the parties hereto.

Lessor agrees to save Broker harmless from liability for any error in judgment or for any mistake of fact of law, except for cases of willful misconduct or gross negligence.

This Listing Agreement shall be the entire agreement of the parties hereto. This Listing Agreement may be amended in writing and such amendment shall be incorporated into the terms of this Listing Agreement.

There shall be no oral representations or agreements between the parties hereto, and any such oral representation or agreement shall have no force or effect on the terms and conditions of this Listing Agreement.

This Listing Agreement shall be construed according to the laws of the State of Delaware.

This Listing Agreement shall be binding upon the parties hereto, their heirs, assigns, and legal representatives. Lessor and Broker have read carefully, and understand, and approve of the provisions and covenants as stated herein.

Both parties hereto acknowledge that they are entitled to seek legal advice prior to the execution of this Listing Agreement, and by executing this Listing Agreement each party hereto has affirmed that such legal advice was obtained.

In the event Lessor fails to make payments within the time limits set forth herein, then from the date due until paid, the delinquent amount shall bear interest at the rate of then current prime rate at The Wilmington Trust Company. Lessor, by executing this Listing Agreement, agrees such interest penalty is reasonable and acceptable, and is a condition to the engagement of Broker by Lessor.

If Broker is required to institute legal action against Lessor relating to this Listing Agreement or any other agreement resulting from Broker's engagement By Lessor, Broker shall be entitled to reasonable attorney's fees and costs. If Broker files a claim against Lessor and Lessor successfully defends such claim, Broker shall pay reasonable attorney's fees and costs.

This Listing Agreement shall contain a contract of nine (9) pages, including a Fee Schedule. Nothing shall require Broker to perform any Additional Services until such time as Broker receives the written authorization by Lessor to do so.

Lessor hereby covenants that he/she is empowered to execute this Listing Agreement binding the Lessor to the terms of this Listing Agreement. Further, Lessor hereby covenants that he/she is empowered to execute a Lease and/or Sales Agreement (s) for the Property binding the Lessor to the ultimate terms of such Agreement (s). Lessor agrees to notify Broker in writing in the event changes are made by Lessor to the individuals empowered by Lessor to execute a binding Agreement (s).

LESSOR : ROBERT A AND NANCY H KAUFFMAN

TYPE OF ENTITY : Individual (s)

SOCIAL SECURITY :

ADDRESS : 20C EASTGATE DRIVE, BOYNTON BEACH, FL 33436

TELEPHONE : cell- 302-377-5235 home - 561-369-1308

PROPERTY NAME : KAUFFMAN WAREHOUSE PROPERTY

PROPERTY ADDRESS : 40 Ridgely Street, Dover, Kent County, Delaware 19904

TENANT (S) NAME (S) : VACANT

TENANT PHONE NUMBERS :

McGINNIS COMMERCIAL REAL ESTATE COMPANY * SALES, LEASING, MANAGEMENT
555 East Loockerman Street, Dover, DE 19901 * (302) 736-2710 * (302) 736-2715 (fax)
www.mcginnisrealty.com

June 1, 2016
EFFECTIVE DATE

May 31, 2017
TERMINATION DATE

LESSOR

Witness

Robert A. Kauffman
ROBERT A KAUFFMAN

Witness

Nancy H. Kauffman
NANCY H KAUFFMAN

June 1, 2016, 2016
Date

BROKER
McGinnis Commercial Real Estate Company

Witness

Philip J. McGinnis

By: *June 1,*
Philip J McGinnis, President

_____, 2016
Date

FEE SCHEDULE FOR LEASE COMMISSIONS

COMMISSIONS FOR NON – RESIDENTIAL LEASES

- Commission Rate :** Five (5%) Percent of Total Gross Lease Amount for Year 1.
 Four (4%) Percent of Total Gross Lease Amount for Year 2.
 Three (3%) Percent of Total Gross Lease Amount for Year 3.
 Two (2%) Percent of Total Gross Lease Amount for Balance of
 Term Up To Ten Years, including Renewals, Payable annually at the beginning of
 each Lease Year.
- Lease Type :** (a) Full Service Leases
 Commission Calculated On Total Rental Payment, Including All Services, Including
 Fixed Rate Annual Rental Inflation.
 (b) Net Leases
 Commission Calculated On Total Rental Payment, Including Any Services Included
 In The Gross Rental Amount, Including Fixed Rate Annual Rental Inflation,
 Excluding Any Services Billed By Lessor Directly To Lessee.
- Commission Payment :** Any Commission Due Shall Be Paid Fifty (50%) Percent At The Time Of Lease
 Acceptance And Execution, And The Balance Of Fifty (50%) Percent At The Time
 Of Occupancy Of The Property By Lessee.

**OPTION (S) OR RIGHT (S) OF FIRST REFUSAL TO RENEW, EXTEND LEASE OR OCCUPANCY OF
 ADDITIONAL SPACE:**

If A Lease Or Sub-Lease For Which A Commission Is Payable Hereunder Contains (I) An Option (S) Or Right (S) Of
 First Refusal To Renew Or To Extend, And The Lease Term (S) Is Renewed Or Extended Whether Strictly In
 Accordance With The Terms Of Such Option (S) Or Right (S) Or Otherwise, And/Or (ii) An Option (S) Or Right (S)
 Of First Refusal To Expand, And A Lessee Or Sub-Lessee Occupies Additional Space Whether Strictly In Accordance
 With The Terms Of Such Option (S) Or Right (S) Or Otherwise, Then Owner Shall Pay A Leasing Commission In
 Accordance With The Provisions Of This Schedule On The Additional Base Rental To Be Paid, Calculated At The
 Commission Rate Applicable Hereunder To The Years Of The Lease In Which The Additional Base Rental Is Payable.

- Commission Rate :** Three (3%) Percent of Total Gross Lease Amount for The Entire Lease Term Under
 Such Renewal, Extension, Or Expansion.
- Commission Payment :** The Full Commission Due Shall Be Payable As Of The Effective Date Of Such
 Renewal, Extension, Or Expansion.

COMMISSIONS FOR RESIDENTIAL LEASES

- Commission Rate :** One Month's Rental For Each Year Of The Lease Agreement.
- Commission Payment :** Any Commission Due Shall Be Paid At The Time Of Occupancy Of The Property By
 Lessee.

PURCHASE OPTIONS

In The Event A Lease Agreement Resulting From Broker's Engagement Hereunder Shall Contain An Option To Purchase The Property, The Following Commissions Shall Be Payable By Owner/Seller :

Lease Commission Rate : Based On The Provisions Of This Schedule Described Hereinabove.

Commission Payment : Based On The Provisions Of This Schedule Described Hereinabove.

Sales Commission Rate : Based On The Provisions Of This Schedule Described Hereinbelow.

Commission Payment : At The Time Of Final Settlement.

COMMISSIONS FOR SALES AND CONVEYANCE DURING LEASE LISTING TERM

Commission Rate : Six (6%) Percent Of Consideration Paid For Property If A Buyer Other Than Then-Existing Tenant Purchases The Property. The Commission Shall Be Two (2%) Percent Of Consideration Paid For Property If Then-Existing Tenant Purchases The Property.

Cash Transactions : Entire Commission Due And Payable In Cash At Final Settlement From Proceeds Of Sales Price.

Exchange Transactions : Entire Commission Due And Payable In Cash At Final Settlement Based On Consideration Reported.

Owner - Financed

Transactions : (1) Commission Due And Payable In Cash On Portion Of Purchase Price Paid In Cash at Final Settlement From Proceeds Of Such Cash Paid.
(2) Balance Paid In Cash As Payments Are Received, Including Interest Portion Of Each Payment, And Including Balloon Or Other Such Payments.

Default Transactions : Commission Payable In Cash On Deposit Monies Retained, Or One -Half (50%) Of Deposit Monies, Whichever Is Less.

FEE SCHEDULE FOR ADDITIONAL SERVICES BEYOND BROKERAGE ACTIVITIES**PROPERTY MANAGEMENT**

Any And All Commission Rates And Terms Described Hereinabove Are Based Solely On Broker's Responsibility As Broker Only, In Pursuit Of Prospective Purchasers And/Or Lessees, In Compliance With The Listing Agreement Between Broker And Owner, Whether Lessor Or Seller.

In The Event Lessor Desires Broker To Perform Management Services Such As Rental Collection, Additional Rental Collections, Property Expense Collections, And Any And All Other Such Services, Then And Therefore, Broker shall Be Entitled To Management Fees In Additional To Commission Payments.

Lessor Agrees That Such Management Fees Shall Be Negotiated And The Scope Of Broker/Manager's Responsibilities Shall Be Contained In A Written Management Agreement, Executed By Both Parties, And In Advance Of Such Management Services Rendered.

McGINNIS COMMERCIAL REAL ESTATE COMPANY * SALES, LEASING, MANAGEMENT

555 East Loockerman Street, Dover, DE 19901 * (302) 736-2710 * (302) 736-2715 (fax)

www.mcginnisrealty.com

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover



Phone: (302) 736-7011
Fax: (302) 736-4217

May 10, 2016

ROBERT A & NANCY H KAUFFMAN
20 EASTGATE DR APT C
BOYNETON BEACH FL 33436

RE: Property address: 40 RIDGELY ST
Annual Vacant Building Registration
Fee Due \$3000.00
Case Number: 12-00001089

Dear Sir or Madam:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by *June 10, 2016*. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover
Planning and Community Development Department
15 Loockerman Plaza
Dover, DE 19901

If the property is no longer vacant, or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office.

I can be reached by phone at 302-736-7011 or email at rcoburn@dover.de.us, should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "Ronald L Coburn". The signature is written in a cursive style.

Ron Coburn
Code Enforcement Officer

Attachments
File

Division of
Code Enforcement
15 Lockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

INVOICE

Date: May 10, 2016
Invoice #: 12-00001089

ROBERT A & NANCY H KAUFFMAN
20 EASTGATE DR APT C
BOYNETON BEACH FL 33436

RE: Property address: 40 RIDGELY ST
Tax Parcel #: ED-05-076.08-01-260.001-000

DESCRIPTION	AMOUNT
Vacant Building Registration Fee	\$3000.00
TOTAL	\$3000.00

Please make all checks payable to City of Dover
Payment must be received by June 6, 2016

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

7014 1820 0001 2213 6316

Postage	\$	Postmark MAY 17 2016 BOYNTON BEACH FL 12-1089 Delivery Point & Plan 6-461
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
To:	Sent ROBERT A & NANCY H KAUFFMAN Street or PO Box 20 EASTGATE DR APT C City, State, ZIP+4® BOYNTON BEACH FL 33436	

PS Form 3800, July 2014

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ROBERT A & NANCY H KAUFFMAN
 20 EASTGATE DR APT C
 BOYNTON BEACH FL 33436



9590 9401 0038 5168 8868 26

2. Article Number (Transfer from service label)

7014 1820 0001 2213 6316

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Nancy H. Kauffman Agent
 Addressee

B. Received by (Printed Name) _____

C. Date of Delivery
 5/16/16

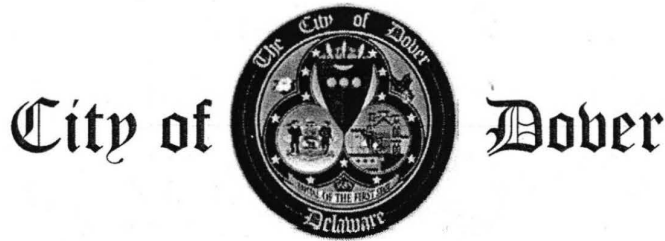
D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type 12-1089

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Registered Mail Restricted Delivery (\$500)	

Domestic Return Receipt

Division of
Code Enforcement
15 E. Loockerman St.
Dover, DE 19901



Phone: (302) 736-4457
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due:	\$3000.00	Amount Paid:	
Date Due:	06/10/16	Case #	12-00001089
		Date Registered:	05/10/12
Vacant Since:	01/10/10	Tax Parcel #	ED-05-076.08-01-260.000-000
Property Address:	40 Ridgely Street Dover DE 19904		
Current Property Owner:	Robert A & Nancy H Kauffman		
Address:	20 Eastgate Drive Apt C Baoyneto Beach FL 33436		
Phone:		Cellular:	
E-Mail:			
** Local agent is required for any owner residing outside of Kent County Delaware			
Responsible Person/Agent:			
Address:			
Phone:		Cellular:	
E-Mail:			

Insurance on Building: Y / N

If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y / N

Explanation of Exemption if granted: _____

NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease-Listed Selling Price: _____

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: _____

Fees as follows:

Buildings vacant one year or less;	\$375.00
Buildings vacant for more than one year but less than two years;	\$750.00
Buildings vacant for more than two years but less than three years;	\$1,500.00
Buildings vacant for more than three years but less than five years;	\$3,000.00
Buildings vacant for five years or longer;	\$5,000.00

Division of
Code Enforcement
15 E. Loockerman St.
Dover, DE 19901

City of Dover



Phone: (302) 736-4457
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due:	\$2000.00	Amount Paid:	N/A
Date Due:	09/10/15	Case #	12-00001089
		Date Registered:	05/10/12
Vacant Since:	01/10/10	Tax Parcel #	ED-05-076.08-01-260.001-000
Property Address: 40 Ridgely Street Dover DE 19904			
Current Property Owner:		Robert A & Nancy H Kauffman	
Address:		20 Eastgate Drive Apt C Baoyneeto Beach FL 33436	
Phone:	561-364-1308	Cellular:	302-377-5235
E-Mail:	Hobo 1702 @ Comcast.NET		
** Local agent is required for any owner residing outside of Kent County Delaware			
Responsible Person/Agent:		Kelly Kolakowski / Philip T McGinnis	
Address:		McGinnis Commercial Real Estate Co 555 E Loockerman Street Dover DE 19901	
Phone:	302 736 2710	Cellular:	
E-Mail:	kck@mcginnisrealety.com		

Insurance on Building: Y / N

If Yes: Name of Insurance Company: INSURANCE INTERMEDIARIES INC.

Exempt from Registration Fee: Y / N

Explanation of Exemption if granted: _____

NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease-Listed Selling Price: 3.75 ASqft

**** Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: [Signature] Date: 8/14/15

Fees as follows:

Buildings vacant one year or less;	\$250.00	Commercial greater than 10,000 SF	\$500.00
Buildings vacant for more than one year but less than two years;	\$500.00	Commercial greater than 10,000 SF	\$1,000.00
Buildings vacant for more than two years but less than five years;	\$1,000.00	Commercial greater than 10,000 SF	\$2,000.00
Buildings vacant for five years or longer;	\$2,000.00	Commercial greater than 10,000 SF	\$4,000.00

Staff Use Only:

Staff Registered: Y / N Staff Member: _____

Owner Notified: Y / N Date Owner Notified: _____

REVISED 07/09/2014

McGINNIS COMMERCIAL REAL ESTATE COMPANY

555 East Loockerman Street
Dover, Delaware 19901
(302) 736 - 2710 Office * (302) 736 - 2715 Telecopier
www.mcginnisrealty.com

EXCLUSIVE AND SOLE RIGHT TO LEASE LISTING AGREEMENT

In consideration of all of the mutual covenants contained herein, the undersigned, hereinafter "**Lessor,**" agrees to exclusively employ McGinnis Commercial Real Estate Company, hereinafter "**Broker,**" and Broker hereby accepts Lessor's exclusive employment on an Exclusive and Sole Right To Lease Basis for the hereinafter described property, hereinafter "**Property,**" upon the terms and conditions hereinafter set forth, for a period of

One Year, hereinafter "**Listing Term,**"

and continuing until the term of this Listing Agreement shall expire, unless sooner terminated by the parties hereto, or unless extended by the parties hereto, at a price of

Lease Price – Three And Three - Quarters (\$3.75) Dollars, per square foot, hereinafter "**Lease Price,**"

or such other price as may from time to time be authorized by Lessor during the term of this Listing Agreement, or any extension thereof.

This Listing Agreement will automatically terminate at the end of the Listing Term unless it is extended or renewed in writing by Lessor and Broker. This Listing Agreement may be terminated for cause by either party hereto upon the deliverance of written notice by the terminating party to the other party of its intention to do so at least thirty (30) days in advance of any such termination with the reason for such termination attached thereto.

Upon the termination of this Listing Agreement, Broker agrees to return to Lessor all information provided to Broker by Lessor as required by the terms of this Listing Agreement.

Lessor agrees not to execute any other listing agreement with any other brokerage during the term of this Listing Agreement.

Lessor agrees that any changes in the Lease Price of the Property shall be delivered to Broker from Lessor in writing, and that no such change in the Lease Price shall be effective until such time as the written notice of the change of price has been received by Broker.

Lessor agrees to pay Broker a cash commission According To The Fee Schedule attached hereto and made a part hereof as compensation for Broker's efforts to procure a Lessee for the Property. If within six (6) months after the expiration of this Listing Agreement, or any extension thereof, the Property is leased directly by Lessor to anyone with whom the Broker or Lessor had negotiated during the listing term, then the said commission shall be due and payable to Broker. Within thirty (30) days of the termination of this agreement, the Broker will furnish Lessor with a list of prospects with whom negotiations, presentations or submissions have been made to during the term of this agreement.

Lessor and Broker agrees that this Listing Agreement is a contract for Brokerage services only, and Broker is not required by the terms of this Listing Agreement to represent Lessor in any capacity other than marketing the Property for Lease. Nothing contained herein shall obligate Broker to manage the Property, to obtain financing for Lessor or any prospective Lessee, to acquire permits or approvals for Lessor or any prospective Lessee, to collect any rental payments due, or to perform any other services, all of which, but not limited to, shall be Additional Services, and compensation for which shall be made to Broker by Lessor in accordance with the terms of this Listing Agreement.

Nothing contained herein shall obligate Broker to perform any Additional Services, and nothing contained herein shall obligate Lessor to pay Broker for such Additional Services unless Lessor has provided Broker with written authorization to perform such Additional Services.

Exclusive and unrestricted privilege is hereby granted Broker to place Broker's sign (s) on the Property advertising the Property for Lease. Broker agrees to pay for any and all advertising deemed necessary by the Broker in his professional judgment, and the Lessor authorizes all such advertising. Lessor understands that he/she is responsible for any and all marketing expenses incurred by Broker during the listing term if this Listing Agreement is canceled for any reason within the first one hundred eighty (180) days of the said listing term.

In the event Lessor defaults on the terms of this Listing Agreement rendering a Lease of the Property impossible, Lessor agrees to reimburse Broker promptly upon invoicing for any and all advertising expenses incurred by Broker in pursuit of Broker's obligations hereunder.

Lessor authorizes Broker to submit the Property to any multiple listing service in which Broker is a participant, and to accept the cooperation of other brokers to show the Property to prospective tenants.

Broker is authorized to accept and retain deposit monies for the Property until such time as any and all negotiations have been completed, and which shall then be disbursed in accordance with the terms of the resultant Lease. The deposit shall be deemed accepted only when Lessor accepts a Lease offer.

Broker agrees to submit any and all written offers by prospective Lessees to the Lessor. Broker is under no obligation to submit verbal offers.

Lessor agrees to deliver to Broker promptly any and all materials or information regarding the Property such as plot plans, floorplans, construction plans and specifications, service contracts, lease agreements, income and expense operating data, and other such information to aid Broker in performing its obligations hereunder. Further, Lessor agrees to promptly cooperate with requests by Broker or any prospective Lessee for additional information reasonably required to Lease the Property. Broker agrees to comply with Lessor's reasonable request for confidentiality for any and all of the information provided.

Lessor is unaware of, nor will permit any event or occurrence which would prohibit the occupancy of the Property.

Lessor agrees to comply with all applicable federal, state, county, or municipal fair housing and civil rights legislation in the sale of the Property and further agrees specifically not to discriminate against any person because of race, color, creed, sex, religion, age, marital status, national origin, or handicap.

Lessor hereby covenants that it has disclosed any and all defects of any part of the Property to Broker, including threats of condemnation, or known or expected environmentally hazardous conditions, and has made no deliberate misrepresentations as to the condition of any part of the Property. Non - residential properties are exempt from Delaware's Property Disclosure statutes, however, Lessor agrees to disclose any and all such defects nonetheless.

Lessor will deliver to Broker the form of Lease Agreement to be utilized by Broker in Leasing the Property. Broker agrees to assist Lessor in the development of such a form. Lessor understands and agrees that Broker is not a lawyer, and is not nor ever will be acting as such. Nothing contained in this Listing Agreement shall require Broker to use Broker's funds or commission due for payment to Lessor's legal representation in pursuit of Broker's or Lessor's obligations under this Listing Agreement. Further, Lessor authorizes Broker by executing this Listing Agreement to contact and engage Lessor's legal representation in pursuit of Lessor's and Broker's obligations under this Listing Agreement.

Nothing contained herein shall empower, nor require, Broker to authorize or engage any contractor, subcontractor, firm, company or other entity at Lessor's expense without the written authorization of Lessor to do so. Lessor agrees that all such services contracted for by Broker shall be contracted for in the name of the Lessor, and Lessor agrees to pay promptly any and all invoices for such services upon submission of such invoices to Lessor.

Lessor agrees to save Broker harmless from any damage suits in connection with the marketing of the Property, and from liability from injury suffered by Broker, its Agents or Employees, and from liability from injury suffered by any prospective purchaser, or invitee, or contractor, or whomever, and to carry public liability insurance adequate to cover the interests of the parties hereto.

Lessor agrees to save Broker harmless from liability for any error in judgment or for any mistake of fact of law, except for cases of willful misconduct or gross negligence.

This Listing Agreement shall be the entire agreement of the parties hereto. This Listing Agreement may be amended in writing and such amendment shall be incorporated into the terms of this Listing Agreement.

There shall be no oral representations or agreements between the parties hereto, and any such oral representation or agreement shall have no force or effect on the terms and conditions of this Listing Agreement.

This Listing Agreement shall be construed according to the laws of the State of Delaware.

This Listing Agreement shall be binding upon the parties hereto, their heirs, assigns, and legal representatives. Lessor and Broker have read carefully, and understand, and approve of the provisions and covenants as stated herein.

Both parties hereto acknowledge that they are entitled to seek legal advice prior to the execution of this Listing Agreement, and by executing this Listing Agreement each party hereto has affirmed that such legal advice was obtained.

In the event Lessor fails to make payments within the time limits set forth herein, then from the date due until paid, the delinquent amount shall bear interest at the rate of then current prime rate at The Wilmington Trust Company. Lessor, by executing this Listing Agreement, agrees such interest penalty is reasonable and acceptable, and is a condition to the engagement of Broker by Lessor.

If Broker is required to institute legal action against Lessor relating to this Listing Agreement or any other agreement resulting from Broker's engagement By Lessor, Broker shall be entitled to reasonable attorney's fees and costs. If Broker files a claim against Lessor and Lessor successfully defends such claim, Broker shall pay reasonable attorney's fees and costs.

This Listing Agreement shall contain a contract of nine (9) pages, including a Fee Schedule. Nothing shall require Broker to perform any Additional Services until such time as Broker receives the written authorization by Lessor to do so.

Lessor hereby covenants that he/she is empowered to execute this Listing Agreement binding the Lessor to the terms of this Listing Agreement. Further, Lessor hereby covenants that he/she is empowered to execute a Lease and/or Sales Agreement (s) for the Property binding the Lessor to the ultimate terms of such Agreement (s). Lessor agrees to notify Broker in writing in the event changes are made by Lessor to the individuals empowered by Lessor to execute a binding Agreement (s).

LESSOR : ROBERT A AND NANCY H KAUFFMAN

TYPE OF ENTITY : Individual (s)

SOCIAL SECURITY :

ADDRESS : 20C EASTGATE DRIVE, BOYNTON BEACH, FL 33436

TELEPHONE : cell- 302-377-5235 home - 561-369-1308

PROPERTY NAME : KAUFFMAN WAREHOUSE PROPERTY

PROPERTY ADDRESS : 40 Ridgely Street, Dover, Kent County, Delaware 19904

TENANT (S) NAME (S) : VACANT

TENANT PHONE NUMBERS :

McGINNIS COMMERCIAL REAL ESTATE COMPANY * SALES, LEASING, MANAGEMENT
555 East Loockerman Street, Dover, DE 19901 * (302) 736-2710 * (302) 736-2715 (fax)
www.mcginnisrealty.com

August 1, 2015
EFFECTIVE DATE

July 31, 2016
TERMINATION DATE

LESSOR

Witness

Robert A. Kauffman
ROBERT A KAUFFMAN

Witness

Nancy H. Kauffman
NANCY H KAUFFMAN

August 1, 2014
Date

BROKER
McGinnis Commercial Real Estate Company

Philip J. McGinnis

Witness

By : _____
Philip J McGinnis, President

_____, 2015
Date

Coburn, Ron

From: Coburn, Ron
Sent: Thursday, August 20, 2015 3:55 PM
To: 'Kelly Kolakowski'
Subject: RE: 40 Ridgley St

Kelly,

Thank you, this is the last year that they will be exempt from the fees.

Ronald L Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rdcoburn@dover.de.us

From: Kelly Kolakowski [<mailto:kk@mcginnisrealty.com>]
Sent: Thursday, August 20, 2015 3:31 PM
To: Coburn, Ron
Subject: RE: 40 Ridgley St

Attached please find the Vacant Building Registration and the Listing Agreement. Thanks,KFK

Kindest Regards,
Kelly F. Kolakowski
Property Manager, REALTOR
McGinnis Commercial Real Estate
302-736-2710 Office
302-736-2715 Fax
302-242-8762 Cell



From: Coburn, Ron [<mailto:RCoburn@dover.de.us>]
Sent: Wednesday, August 19, 2015 8:00 AM
To: Kelly Kolakowski
Subject: RE: 40 Ridgley St

Kelly,

I sent the form and invoice to the Kauffman's since I had not heard back from you.

They have received it, I got the signed green card back.

Ronald L Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rdcoburn@dover.de.us

From: Kelly Kolakowski [<mailto:kk@mcginnisrealty.com>]
Sent: Tuesday, August 18, 2015 4:11 PM
To: Coburn, Ron
Subject: RE: 40 Ridgley St

Ron,

Give me a few more days. I haven't forgot about you. I will have the paper to you by the end of the week or by the first of next week. Thanks,KFK

Kindest Regards,
Kelly F. Kolakowski
Property Manager, REALTOR
McGinnis Commercial Real Estate
302-736-2710 Office
302-736-2715 Fax
302-242-8762 Cell



From: Coburn, Ron [<mailto:RCoburn@dover.de.us>]
Sent: Thursday, August 06, 2015 9:18 AM
To: Kelly Kolakowski
Subject: FW: 40 Ridgley St

Kelly,

I have not received the completed form and listing sheet.

Please submit soon.

Thanks

Ronald L Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rdcoburn@dover.de.us

From: Coburn, Ron
Sent: Friday, July 10, 2015 2:57 PM
To: Kelly Kolakowski (kk@mcginnisrealty.com)
Subject: 40 Ridgley St

Kelly,

Please complete all blanks, sign and return the attached registration form and return.

Please include RLS.

Thanks and have a great weekend... ☺

Ronald L Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rdcoburn@dover.de.us

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover



Phone: (302) 736-7011
Fax: (302) 736-4217

August 10, 2015

ROBERT A & NANCY H KAUFFMAN
20 EASTGATE DR APT C
BOYNETON BEACH FL 33436

RE: Property address: 40 RIDGELY ST
Annual Vacant Building Registration
4th Year Fee Due \$2000.00
Case Number: 12-00001089

Dear Sir or Madam:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by *September 10, 2015*. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover
Planning and Community Development Department
15 Loockerman Plaza
Dover, DE 19901

If the property is no longer vacant, or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office.

I can be reached by phone at 302-736-7011 or email at rcoburn@dover.de.us, should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Coburn", is written over a faint, illegible stamp.

Ron Coburn
Code Enforcement Officer

Attachments
File

Division of
Code Enforcement
15 E. Loockerman St.
Dover, DE 19901



Phone: (302) 736-4457
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due:	\$2000.00	Amount Paid:	
Date Due:	09/10/15	Case #	12-00001089
		Date Registered:	05/10/12
Vacant Since:	01/10/10	Tax Parcel #	ED-05-076.08-01-260.001-000
Property Address: 40 Ridgely Street Dover DE 19904			
Current Property Owner:	Robert A & Nancy H Kauffman		
Address:	20 Eastgate Drive Apt C Baoyneto Beach FL 33436		
Phone:		Cellular:	
E-Mail:			
** Local agent is required for any owner residing outside of Kent County Delaware			
Responsible Person/Agent:			
Address:			
Phone:		Cellular:	
E-Mail:			

Insurance on Building: Y / N
If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y / N
Explanation of Exemption if granted: _____

NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease-Listed Selling Price: _____

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: _____

Fees as follows:

Buildings vacant one year or less;	\$250.00	Commercial greater than 10,000 SF	\$500.00
Buildings vacant for more than one year but less than two years;	\$500.00	Commercial greater than 10,000 SF	\$1,000.00
Buildings vacant for more than two years but less than five years;	\$1,000.00	Commercial greater than 10,000 SF	\$2,000.00
Buildings vacant for five years or longer;	\$2,000.00	Commercial greater than 10,000 SF	\$4,000.00

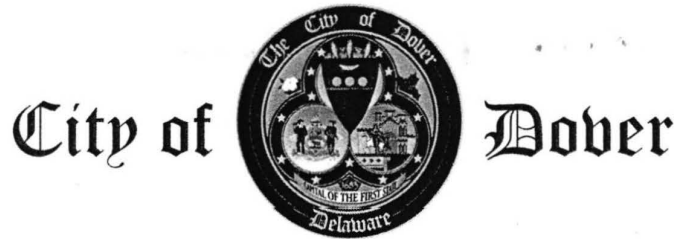
Staff Use Only:

Staff Registered: Y / N Staff Member: _____

Owner Notified: Y / N Date Owner Notified: _____

REVISED 07/09/2014

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901



Phone: (302) 736-7011
Fax: (302) 736-4217

INVOICE

Date: August 10, 2015
Invoice #: 12-00001089

ROBERT A & NANCY H KAUFFMAN
20 EASTGATE DR APT C
BOYNETON BEACH FL 33436

RE: Property address: 40 RIDGELY ST
Tax Parcel #: ED-05-076.08-01-260.001-000

DESCRIPTION	AMOUNT
Vacant Building Fourth Year Registration Fee	\$2000.00
TOTAL	\$2000.00

Please make all checks payable to City of Dover
Payment must be received by September 10, 2015

7015 0640 0005 6573 5976

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$ 2.75

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Postage \$ _____

Sent To ROBERT A & NANCY H KAUFFMAN
20 EASTGATE DR APT C
Street an BOYNETON BEACH FL 33436
City, State _____

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



Business & Planning

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ROBERT A & NANCY H KAUFFMAN
20 EASTGATE DR APT C
BOYNETON BEACH FL 33436

2. Article Number (Transfer from service label)

7015 0640 0005 6573 5976

COMPLETE THIS SECTION ON DELIVERY

A. Signature Nancy H. Kauffman Agent Addressee

B. Received by (Printed Name) _____ C. Date of Delivery 8/15/15

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below: _____

3. Service Type 12-1089

Certified Mail® Priority Mail Express™

Registered Return Receipt for Merchandise

Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

Coburn, Ron

From: Coburn, Ron
Sent: Thursday, August 06, 2015 9:18 AM
To: Kelly Kolakowski (kk@mcginnisrealty.com)
Subject: FW: 40 Ridgley St
Attachments: 40 Ridgely St.pdf

Kelly,

I have not received the completed form and listing sheet.

Please submit soon.

Thanks

Ronald L Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rdcoburn@dover.de.us

From: Coburn, Ron
Sent: Friday, July 10, 2015 2:57 PM
To: Kelly Kolakowski (kk@mcginnisrealty.com)
Subject: 40 Ridgley St

Kelly,

Please complete all blanks, sign and return the attached registration form and return.

Please include RLS.

Thanks and have a great weekend... ☺

Ronald L Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rdcoburn@dover.de.us

Coburn, Ron

From: Coburn, Ron
Sent: Friday, July 10, 2015 2:57 PM
To: Kelly Kolakowski (kk@mcginnisrealty.com)
Subject: 40 Ridgley St
Attachments: 40 Ridgely St.pdf

Kelly,

Please complete all blanks, sign and return the attached registration form and return.

Please include RLS.

Thanks and have a great weekend... 😊

Ronald L Coburn Jr
City of Dover
Code Enforcement
302.736.7010
rdcoburn@dover.de.us



Department of
Planning & Inspections

Phone: (302) 736-7010
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due: \$ 2,000.00 Amount Paid: _____

Date Due: 07/10/14 Case # 12-1089 Date Registered: 05/10/12

Vacant Since: 01/01/10 Tax Parcel # ED-05-076.08-01-260.001

Property Address: 40 Ridgely Street Dover DE 19904

Current Property Owner: Robert A & Nancy H Kauffman

Address: 20 Eastgate Dr Apt C

Boyneto Beach FL 33436

Phone: _____ Cell: _____

Responsible Person/Agent: McGinnis Commercial Real Estate Co

Address: 555 E Lockerman Street

Dover De 19901

Phone: 302 736 2710 Cell: _____

Local agent is required for any owner residing outside of Kent County Delaware

Mail correspondence to: Owner/Agent (Please Circle)

Insurance on Building Y/N (please circle)

If Yes: Name of Insurance Company: _____

Exempt from Registration Fee Y/N (please circle)

Explanation of Exemption if granted: _____

NOTE: No Exemption if Registered by City of Dover Staff

**** If building is for sale or lease - Listed selling price \$375 sq ft

**** Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: [Signature] Date: 7/1/14

Fees as follow:

Buildings vacant one year or less;	\$250.00	Commercial greater than 10,000 SF	\$500.00
Buildings vacant for more than one year but less than two years;	\$500.00	Commercial greater than 10,000 SF	\$1,000.00
Buildings vacant for more than two years but less than five years;	\$1,000.00	Commercial greater than 10,000 SF	\$2,000.00
Buildings vacant for five years or longer;	\$2,000.00	Commercial greater than 10,000 SF	\$4,000.00

Staff Use Only:

Staff Registered: Y / N

Staff Member: _____

Owner Notified: Y / N

Date Owner Notified: _____

REVIARD 03/19/13

Received
JUL 01 2014
Planning & Inspections

McGINNIS COMMERCIAL REAL ESTATE COMPANY
555 East Loockerman Street
Dover, Delaware 19901
<http://www.mcginnisrealty.com>

(302) 736 - 2710 (Office) * (302) 736 - 2715 (Fax)

FACSIMILE TRANSMISSION COVER SHEET

This document is confidential and intended for the addressee only.
Please deliver this document as quickly as possible to the addressee.
If the addressee is not at this destination, please notify sender
at the telephone number listed above and destroy this document
and cover sheet.

Thank you in advance for your help.

___ PAGES TO FOLLOW PLUS COVER SHEET

___ PLEASE CONFIRM RECEIPT OF TRANSMISSION

DATE: 7/1/14
DELIVER TO: Bon Coburn
SENT FROM: Kelly Kolakowski
REGARDING: Kaufmann

736 4217



Department of
Planning & Inspections

Phone: (302) 736-7010
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due: \$ 2,000.00 Amount Paid: _____

Date Due: 07/10/14 Case # 12-1089 Date Registered: 05/10/12

Vacant Since: 01/01/10 Tax Parcel # ED-05-076.08-01-260.001

Property Address: 40 Ridgely Street Dover DE 19904

Current Property Owner: Robert A & Nancy H Kauffman

Address: 20 Eastgate Dr Apt C

Boyneto Beach FL 33436

Phone: _____ Cell: _____

Responsible Person/Agent: McGinnis Commercial Real Estate Co

Address: 555 E Lockerman Street

Dover DE 19901

Phone: 302 736 2710 Cell: _____

Local agent is required for any owner residing outside of Kent County Delaware

Mail correspondence to: Owner/Agent (Please Circle)

Insurance on Building Y / N (please circle)

If Yes: Name of Insurance Company: _____

Exempt from Registration Fee Y / N (please circle)

Explanation of Exemption if granted: _____

NOTE: No Exemption if Registered by City of Dover Staff

*** If building is for sale or lease -- Listed selling price _____

*** Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: _____

Fees as follow:

Buildings vacant one year or less:	\$250.00	Commercial greater than 10,000 SF	\$500.00
Buildings vacant for more than one year but less than two years:	\$500.00	Commercial greater than 10,000 SF	\$1,000.00
Buildings vacant for more than two years but less than five years:	\$1,000.00	Commercial greater than 10,000 SF	\$2,000.00
Buildings vacant for five years or longer:	\$2,000.00	Commercial greater than 10,000 SF	\$4,000.00

Staff Use Only:

Staff Registered: Y / N

Staff Member: _____

Owner Notified: Y / N

Date Owner Notified: _____

REVISED 03/19/13

McGINNIS COMMERCIAL REAL ESTATE COMPANY
 555 East Loockerman Street
 Dover, Delaware 19901
<http://www.mcginnisrealty.com>

(302) 736 - 2710 (Office) * (302) 736 - 2715 (Fax)

FACSIMILE TRANSMISSION COVER SHEET

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 If the addressee is not at this destination, please notify sender
 at the telephone number listed above and destroy this document
 and cover sheet.

Thank you in advance for your help.

___ PAGES TO FOLLOW PLUS COVER SHEET

___ PLEASE CONFIRM RECEIPT OF TRANSMISSION

DATE: 6/30/14
 DELIVER TO: Ron Coburn
 SENT FROM: Kelly Kolakowski
 REGARDING: Vacant Building Res.

736-4217

McGINNIS COMMERCIAL REAL ESTATE COMPANY

555 East Lockerman Street
Dover, Delaware 19901
(302) 736 - 2710 Office * (302) 736 - 2715 Telecopier
www.mcginnisrealty.com

EXCLUSIVE AND SOLE RIGHT TO LEASE LISTING AGREEMENT

In consideration of all of the mutual covenants contained herein, the undersigned, hereinafter "Lessor," agrees to exclusively employ McGinnis Commercial Real Estate Company, hereinafter "Broker," and Broker hereby accepts Lessor's exclusive employment on an Exclusive and Sole Right To Lease Basis for the hereinafter described property, hereinafter "Property," upon the terms and conditions hereinafter set forth, for a period of

One Year, hereinafter "Listing Term,"

and continuing until the term of this Listing Agreement shall expire, unless sooner terminated by the parties hereto, or unless extended by the parties hereto, at a price of

Lease Price – Three And Three - Quarters (\$3.75) Dollars, per square foot, hereinafter "Lease Price,"

or such other price as may from time to time be authorized by Lessor during the term of this Listing Agreement, or any extension thereof.

This Listing Agreement will automatically terminate at the end of the Listing Term unless it is extended or renewed in writing by Lessor and Broker. This Listing Agreement may be terminated for cause by either party hereto upon the deliverance of written notice by the terminating party to the other party of its intention to do so at least thirty (30) days in advance of any such termination with the reason for such termination attached thereto.

Upon the termination of this Listing Agreement, Broker agrees to return to Lessor all information provided to Broker by Lessor as required by the terms of this Listing Agreement.

Lessor agrees not to execute any other listing agreement with any other brokerage during the term of this Listing Agreement.

Lessor agrees that any changes in the Lease Price of the Property shall be delivered to Broker from Lessor in writing, and that no such change in the Lease Price shall be effective until such time as the written notice of the change of price has been received by Broker.

Lessor agrees to pay Broker a cash commission According To The Fee Schedule attached hereto and made a part hereof as compensation for Broker's efforts to procure a Lessee for the Property. If within six (6) months after the expiration of this Listing Agreement, or any extension thereof, the Property is leased directly by Lessor to anyone with whom the Broker or Lessor had negotiated during the listing term, then the said commission shall be due and payable to Broker. Within thirty (30) days of the termination of this agreement, the Broker will furnish Lessor with a list of prospects with whom negotiations, presentations or submissions have been made to during the term of this agreement.

Lessor and Broker agrees that this Listing Agreement is a contract for Brokerage services only, and Broker is not required by the terms of this Listing Agreement to represent Lessor in any capacity other than marketing the Property for Lease. Nothing contained herein shall obligate Broker to manage the Property, to obtain financing for Lessor or any prospective Lessee, to acquire permits or approvals for Lessor or any prospective Lessee, to collect any rental payments due, or to perform any other services, all of which, but not limited to, shall be Additional Services, and compensation for which shall be made to Broker by Lessor in accordance with the terms of this Listing Agreement.

Nothing contained herein shall obligate Broker to perform any Additional Services, and nothing contained herein shall obligate Lessor to pay Broker for such Additional Services unless Lessor has provided Broker with written authorization to perform such Additional Services.

Exclusive and unrestricted privilege is hereby granted Broker to place Broker's sign (s) on the Property advertising the Property for Lease. Broker agrees to pay for any and all advertising deemed necessary by the Broker in his professional judgment, and the Lessor authorizes all such advertising. Lessor understands that he/she is responsible for any and all marketing expenses incurred by Broker during the listing term if this Listing Agreement is canceled for any reason within the first one hundred eighty (180) days of the said listing term.

In the event Lessor defaults on the terms of this Listing Agreement rendering a Lease of the Property impossible, Lessor agrees to reimburse Broker promptly upon invoicing for any and all advertising expenses incurred by Broker in pursuit of Broker's obligations hereunder.

Lessor authorizes Broker to submit the Property to any multiple listing service in which Broker is a participant, and to accept the cooperation of other brokers to show the Property to prospective tenants.

Broker is authorized to accept and retain deposit monies for the Property until such time as any and all negotiations have been completed, and which shall then be disbursed in accordance with the terms of the resultant Lease. The deposit shall be deemed accepted only when Lessor accepts a Lease offer.

Broker agrees to submit any and all written offers by prospective Lessees to the Lessor. Broker is under no obligation to submit verbal offers.

Lessor agrees to deliver to Broker promptly any and all materials or information regarding the Property such as plot plans, floorplans, construction plans and specifications, service contracts, lease agreements, income and expense operating data, and other such information to aid Broker in performing its obligations hereunder. Further, Lessor agrees to promptly cooperate with requests by Broker or any prospective Lessee for additional information reasonably required to Lease the Property. Broker agrees to comply with Lessor's reasonable request for confidentiality for any and all of the information provided.

Lessor is unaware of, nor will permit any event or occurrence which would prohibit the occupancy of the Property.

Lessor agrees to comply with all applicable federal, state, county, or municipal fair housing and civil rights legislation in the sale of the Property and further agrees specifically not to discriminate against any person because of race, color, creed, sex, religion, age, marital status, national origin, or handicap.

Lessor hereby covenants that it has disclosed any and all defects of any part of the Property to Broker, including threats of condemnation, or known or expected environmentally hazardous conditions, and has made no deliberate misrepresentations as to the condition of any part of the Property. Non - residential properties are exempt from Delaware's Property Disclosure statutes, however, Lessor agrees to disclose any and all such defects nonetheless.

Lessor will deliver to Broker the form of Lease Agreement to be utilized by Broker in Leasing the Property. Broker agrees to assist Lessor in the development of such a form. Lessor understands and agrees that Broker is not a lawyer, and is not nor ever will be acting as such. Nothing contained in this Listing Agreement shall require Broker to use Broker's funds or commission due for payment to Lessor's legal representation in pursuit of Broker's or Lessor's obligations under this Listing Agreement. Further, Lessor authorizes Broker by executing this Listing Agreement to contact and engage Lessor's legal representation in pursuit of Lessor's and Broker's obligations under this Listing Agreement.

Nothing contained herein shall empower, nor require, Broker to authorize or engage any contractor, subcontractor, firm, company or other entity at Lessor's expense without the written authorization of Lessor to do so. Lessor agrees that all such services contracted for by Broker shall be contracted for in the name of the Lessor, and Lessor agrees to pay promptly any and all invoices for such services upon submission of such invoices to Lessor.

Lessor agrees to save Broker harmless from any damage suits in connection with the marketing of the Property, and from liability from injury suffered by Broker, its Agents or Employees, and from liability from injury suffered by any prospective purchaser, or invitee, or contractor, or whomever, and to carry public liability insurance adequate to cover the interests of the parties hereto.

Lessor agrees to save Broker harmless from liability for any error in judgment or for any mistake of fact of law, except for cases of willful misconduct or gross negligence.

This Listing Agreement shall be the entire agreement of the parties hereto. This Listing Agreement may be amended in writing and such amendment shall be incorporated into the terms of this Listing Agreement.

McGINNIS COMMERCIAL REAL ESTATE COMPANY • SALES, LEASING, MANAGEMENT

535 East Lookcrman Street, Dover, DE 19901 • (302) 736-2710 • (302) 736-2715 (fax)

www.mcginnisrealealty.com

There shall be no oral representations or agreements between the parties hereto, and any such oral representation or agreement shall have no force or effect on the terms and conditions of this Listing Agreement.

This Listing Agreement shall be construed according to the laws of the State of Delaware.

This Listing Agreement shall be binding upon the parties hereto, their heirs, assigns, and legal representatives. Lessor and Broker have read carefully, and understand, and approve of the provisions and covenants as stated herein.

Both parties hereto acknowledge that they are entitled to seek legal advice prior to the execution of this Listing Agreement, and by executing this Listing Agreement each party hereto has affirmed that such legal advice was obtained.

In the event Lessor fails to make payments within the time limits set forth herein, then from the date due until paid, the delinquent amount shall bear interest at the rate of then current prime rate at The Wilmington Trust Company. Lessor, by executing this Listing Agreement, agrees such interest penalty is reasonable and acceptable, and is a condition to the engagement of Broker by Lessor.

If Broker is required to institute legal action against Lessor relating to this Listing Agreement or any other agreement resulting from Broker's engagement By Lessor, Broker shall be entitled to reasonable attorney's fees and costs. If Broker files a claim against Lessor and Lessor successfully defends such claim, Broker shall pay reasonable attorney's fees and costs.

This Listing Agreement shall contain a contract of nine (9) pages, including a Fee Schedule. Nothing shall require Broker to perform any Additional Services until such time as Broker receives the written authorization by Lessor to do so.

Lessor hereby covenants that he/she is empowered to execute this Listing Agreement binding the Lessor to the terms of this Listing Agreement. Further, Lessor hereby covenants that he/she is empowered to execute a Lease and/or Sales Agreement (s) for the Property binding the Lessor to the ultimate terms of such Agreement (s). Lessor agrees to notify Broker in writing in the event changes are made by Lessor to the individuals empowered by Lessor to execute a binding Agreement (s).

LESSOR : ROBERT A AND NANCY H KAUFFMAN

TYPE OF ENTITY : Individual (s)

SOCIAL SECURITY :

ADDRESS : 20C EASTGATE DRIVE, BOYNTON BEACH, FL 33436

TELEPHONE : cell- 302-377-5235 home - 561-369-1308

PROPERTY NAME : KAUFFMAN WAREHOUSE PROPERTY

PROPERTY ADDRESS : 40 Ridgely Street, Dover, Kent County, Delaware 19904

TENANT (S) NAME (S) : VACANT

TENANT PHONE NUMBERS :

June 1, 2014
EFFECTIVE DATE

May 31, 2015
TERMINATION DATE

LESSOR

Witness

Robert A. Kauffman
ROBERT A KAUFFMAN

Witness

Nancy H. Kauffman
NANCY H KAUFFMAN

June 26, 2014
Date

BROKER
McGinnis Commercial Real Estate Company

Philip J. McGinnis

Witness

By : _____
Philip J McGinnis, President

June, 2014
Date

FEE SCHEDULE FOR LEASE COMMISSIONS**COMMISSIONS FOR NON - RESIDENTIAL LEASES**

- Commission Rate :** Five (5%) Percent of Total Gross Lease Amount for Year 1.
Four (4%) Percent of Total Gross Lease Amount for Year 2.
Three (3%) Percent of Total Gross Lease Amount for Year 3.
Two (2%) Percent of Total Gross Lease Amount for Balance of Term Up To Ten Years, Including Renewals, Payable annually at the beginning of each Lease Year.
- Lease Type :** (a) Full Service Leases
Commission Calculated On Total Rental Payment, Including All Services, Including Fixed Rate Annual Rental Inflation.
(b) Net Leases
Commission Calculated On Total Rental Payment, Including Any Services Included In The Gross Rental Amount, Including Fixed Rate Annual Rental Inflation, Excluding Any Services Billed By Lessor Directly To Lessee.
- Commission Payment :** Any Commission Due Shall Be Paid Fifty (50%) Percent At The Time Of Lease Acceptance And Execution, And The Balance Of Fifty (50%) Percent At The Time Of Occupancy Of The Property By Lessee.

OPTION (S) OR RIGHT (S) OF FIRST REFUSAL TO RENEW, EXTEND LEASE OR OCCUPANCY OF ADDITIONAL SPACE:

If A Lease Or Sub-Lease For Which A Commission Is Payable Hereunder Contains (I) An Option (S) Or Right (S) Of First Refusal To Renew Or To Extend, And The Lease Term (S) Is Renewed Or Extended Whether Strictly In Accordance With The Terms Of Such Option (S) Or Right (S) Or Otherwise, And/Or (II) An Option (S) Or Right (S) Of First Refusal To Expand, And A Lessee Or Sub-Lessee Occupies Additional Space Whether Strictly In Accordance With The Terms Of Such Option (S) Or Right (S) Or Otherwise, Then Owner Shall Pay A Leasing Commission In Accordance With The Provisions Of This Schedule On The Additional Base Rental To Be Paid, Calculated At The Commission Rate Applicable Hereunder To The Years Of The Lease In Which The Additional Base Rental Is Payable.

- Commission Rate :** Three (3%) Percent of Total Gross Lease Amount for The Entire Lease Term Under Such Renewal, Extension, Or Expansion.
- Commission Payment :** The Full Commission Due Shall Be Payable As Of The Effective Date Of Such Renewal, Extension, Or Expansion.

COMMISSIONS FOR RESIDENTIAL LEASES

- Commission Rate :** One Month's Rental For Each Year Of The Lease Agreement.
- Commission Payment :** Any Commission Due Shall Be Paid At The Time Of Occupancy Of The Property By Lessee.

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover



Phone: (302) 736-7011
Fax: (302) 736-4217

June 10, 2014

ROBERT A & NANCY H KAUFFMAN
20 EASTGATE DR APT C
BOYNETON BEACH FL 33436

RE: Property address: 40 RIDGELY ST
Annual Vacant Building Registration
3rd Year Fee Due \$2000.00
Case Number: 12-00001089

Dear Sir or Madam:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by July 10, 2014. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover
Planning and Community Development Department
15 Loockerman Plaza
Dover, DE 19901

If the property is no longer vacant, or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office.

I can be reached by phone at 302-736-7011 or email at rcoburn@dover.de.us, should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Coburn".

Ron Coburn
Code Enforcement Officer

Attachments
File

Phone: 302-736-4457
Fax: 302-736-4217

Planning and Inspections

Fax

To: Kelly Kolakowski **From:** Ron Coburn

Fax: 302.736.2715 **Date:** June 17, 2014

Page: 6

Re: At your request **CC:**

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

•Comments

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover



Phone: (302) 736-7011
Fax: (302) 736-4217

INVOICE

Date: June 10, 2014
Invoice #: 12-00001089

ROBERT A & NANCY H KAUFFMAN
20 EASTGATE DR APT C
BOYNETON BEACH FL 33436

RE: Property address: 40 RIDGELY ST
Tax Parcel #: ED-05-076.08-01-260.001-000

DESCRIPTION	AMOUNT
Vacant Building Third Year Registration Fee	\$2000.00
TOTAL	\$2000.00

Please make all checks payable to City of Dover
Payment must be received by July 10, 2014

7013 2630 0002 2698 8504

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

RC Postage \$

Certified Fee 12.1089

Return Receipt Fee (Endorsement Required) 6.48

Restricted Delivery Fee (Endorsement Required)

Total Postage

Postmark Here JUN 12 2014

Sent To ROBERT A & NANCY H KAUFFMAN
 20 EASTGATE DR APT C
 Street, Apt or PO Box BOYNETON BEACH FL 33436
 City, State

PS Form 3811, August 2009

Inspections & Planning

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. RC Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Nancy H. Kauffman <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Nancy H. Kauffman C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>ROBERT A & NANCY H KAUFFMAN 20 EASTGATE DR APT C BOYNETON BEACH FL 33436</p>	<p>3. Service Type 12-1089 <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7013 2630 0002 2698 8504</p>
<p>PS Form 3811, July 2013 Domestic Return Receipt</p>	

City of Dover

Department of
Planning & Inspections

Phone: (302) 736-7010
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due: \$ 2,000.00 Amount Paid: _____

Date Due: 07/10/14 Case # 12-1089 Date Registered: 05/10/12

Vacant Since: 01/01/10 Tax Parcel # ED-05-076.08-01-260.001

Property Address: 40 Ridgely Street Dover DE 19904

Current Property Owner: Robert A & Nancy H Kauffman

Address: 20 Eastgate Dr Apt C

Boyneto Beach FL 33436

Phone: _____ Cell: _____

Responsible Person/Agent: _____

Address: _____

Phone: _____ Cell: _____

Local agent is required for any owner residing outside of Kent County Delaware

Mail correspondence to: **Owner/Agent** (Please Circle)

Insurance on Building: Y / N (please circle)

If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y / N (please circle)

Explanation of Exemption if granted: _____

NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease – Listed selling price _____

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: _____

Fees as follow:

Buildings vacant one year or less;	\$250.00	Commercial greater than 10,000 SF	\$500.00
Buildings vacant for more than one year but less than two years;	\$500.00	Commercial greater than 10,000 SF	\$1,000.00
Buildings vacant for more than two years but less than five years;	\$1,000.00	Commercial greater than 10,000 SF	\$2,000.00
Buildings vacant for five years or longer;	\$2,000.00	Commercial greater than 10,000 SF	\$4,000.00

Staff Use Only:

Staff Registered: Y / N

Staff Member: _____

Owner Notified: Y / N

Date Owner Notified: _____

REVISED 03/19/13

City of Dover

Department of
Planning & Inspections

Phone: (302) 736-7010
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due: _____ Amount Paid: _____

Date Due: 06/10/13 Case # 12-1089 Date Registered: 05/10/12

Vacant Since: 01/01/10 Tax Parcel # ED-05-076.08-01-260.001

Property Address: 40 Ridgely Street Dover DE 19904

Current Property Owner: Robert A & Nancy H Kauffman

Address: 20 Eastgate Dr Apt C
Boyneto Beach FL 33436

Phone: _____ Cell: _____

Responsible Person/Agent: _____

Address: _____

Phone: _____ Cell: _____

Local agent is required for any owner residing outside of Kent County Delaware

Mail correspondence to: **Owner/Agent** (Please Circle)

Insurance on Building: Y / N (please circle)

If Yes: Name of Insurance Company: _____

Exempt from Registration Fee Y N (please circle)

Explanation of Exemption if granted: MARKETS

NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease – Listed selling price _____

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: _____

Fees as follow:

Buildings vacant one year or less;	\$250.00	Commercial greater than 10,000 SF	\$500.00
Buildings vacant for more than one year but less than two years;	\$500.00	Commercial greater than 10,000 SF	\$1,000.00
Buildings vacant for more than two years but less than five years;	\$1,000.00	Commercial greater than 10,000 SF	\$2,000.00
Buildings vacant for five years or longer;	\$2,000.00	Commercial greater than 10,000 SF	\$4,000.00

Staff Use Only:

Staff Registered: Y / N

Owner Notified: Y / N

Staff Member: _____

Date Owner Notified: _____

REVISED 03/19/13

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover



Phone: (302) 736-7011
Fax: (302) 736-4217

May 10, 2013

ROBERT A & NANCY H KAUFFMAN
20 EASTGATE DR APT C
BOYNETON BEACH FL 33436

RE: Property address: 40 RIDGELY ST
Annual Vacant Building Registration
2nd Year Fee Due \$500.00
Case Number: 12-00001089

Dear Sir or Madam:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the building remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by **June 10, 2013**. Failure to pay registration fees may result in a lien placed against the property. Mail registration form and required payment to:

City of Dover
Planning and Community Development Department
15 Loockerman Plaza
Dover, DE 19901

If the property is no longer vacant, or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office.

I can be reached by phone at 302-736-7011 or email at rcoburn@dover.de.us, should you have any questions or concerns.

Sincerely,


Ron Coburn
Code Enforcement Officer

Attachments
File

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

7012 3460 0000 6953 5461

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

ROBERT & NANCY KAUFFMAN
 20 EASTGATE DR APT C
 BOYNETON BEACH FL 33436

Inspections & Planning

Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ROBERT & NANCY KAUFFMAN
 20 EASTGATE DR APT C
 BOYNETON BEACH FL 33436

2. Article Number
(Transfer from service label)

7012 3460 0000 6953 5461

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Nancy H. Kauff Agent
 Addressee

B. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type *12-1089*
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (*Extra Fee*) Yes

City of Dover Vacant Building Registration



AMT DUE 250⁰⁰ AMT PAID _____

DATE DUE 5-21-12 CASE # 12-1089 DATE REGISTERED 5/10/12

Vacant Since: 2010 Tax Parcel # ED05-076.08-01-26.01

Property Address: 40 Ridgely Street Dover

Previous Property Owner: _____

Current Property Owner: Robert & Nancy Kautzman

Address: 20 Eastgate Drive, Apt C
Boynton Beach, FL 33436

Phone: 302 377 5235 Cell: _____

Responsible Person/Agent: McGinnis Commercial Real Estate

Address: 555 E Lockerman Street

Phone: (302) 736 2710 Cell: _____

****Mailing address for all correspondence:** 555 E Lockerman Street
Dover De 19901

Insurance on Building: Y / N (please circle)
If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y / N (please circle)
Explanation of Exemption if granted: ACTIVELY MARKETED Property Profile attached PK

****If building is for sale or lease - Listed selling price \$3.75 psf lease price
**** **Attach a copy of the Realtors Listing Sheet (REQUIRED)** Sign on property!

Owner Signature: Raf Kautzman Date: 5/10/12

STAFF USE ONLY

Staff Use Only:

Staff Registered: Y / N
Owner Notified: Y / N
REVISED 07/02/09

Staff Member: _____
Date Owner Notified: _____



555 East Lookerman St.
Dover, Delaware 19901

Phone: 302.736.2710 Fax: 302.736.2715

www.mcginisrealty.com

KAUFFMAN PROPERTY
40 RIDGELY STREET, DOVER, KENT COUNTY, DELAWARE 19904



LEASE PRICE \$ 3.75 PER SQUARE FOOT NET * \$57,600 Per Year, \$4,800 Per Month
24 - FOOT CEILINGS

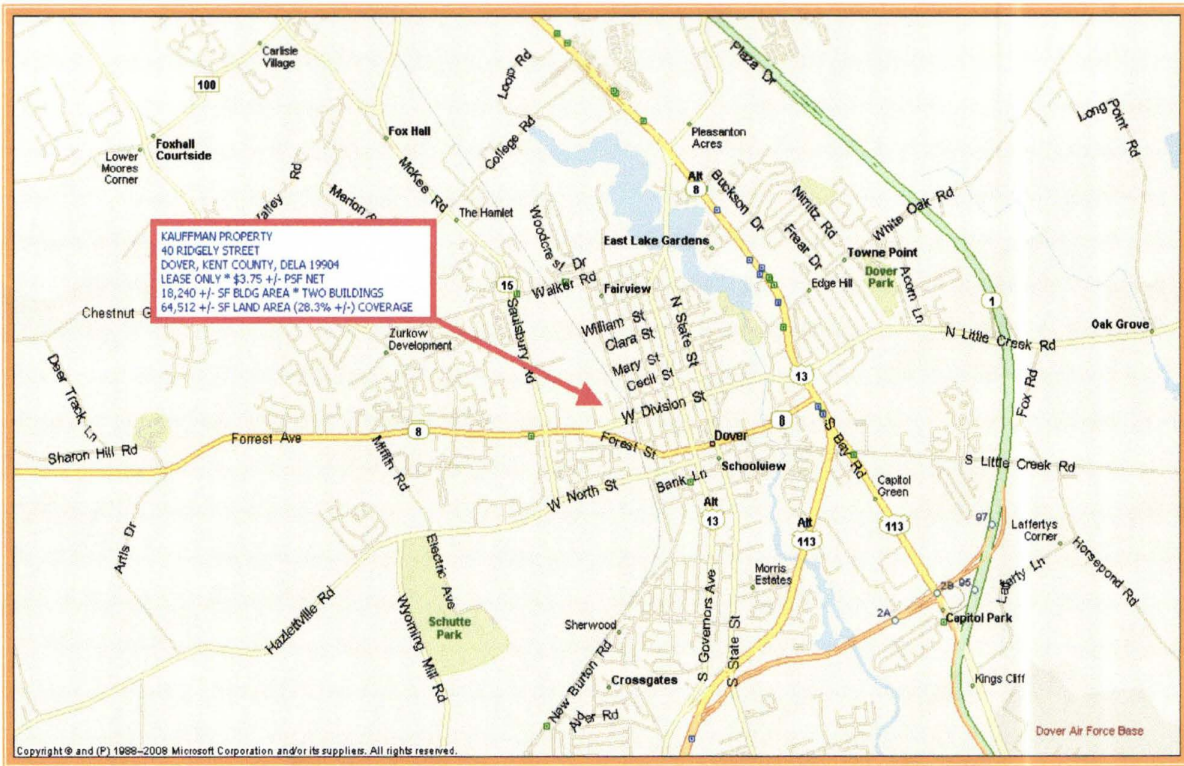
Tax Map Identification ED05-076.08-01-26.01

Deed Reference D299 - 136

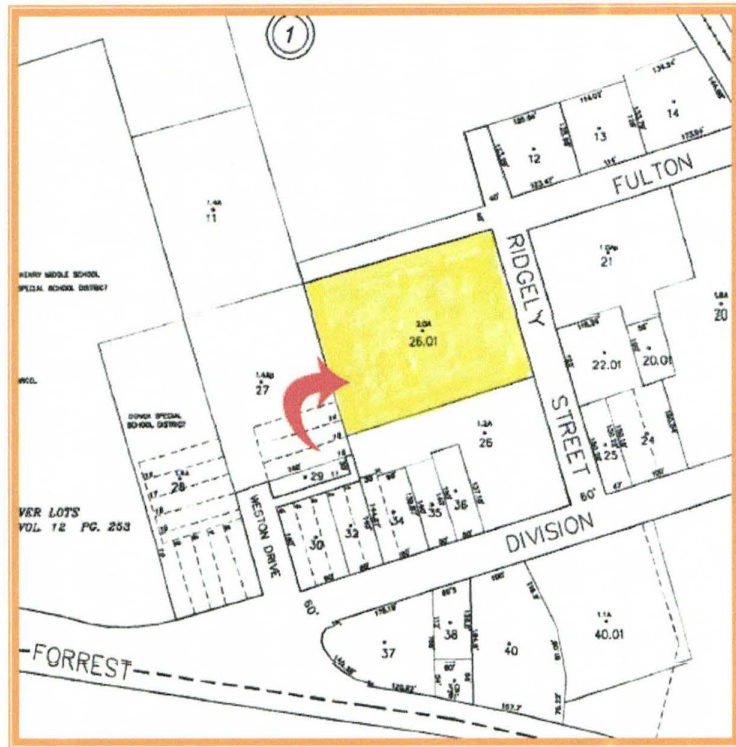
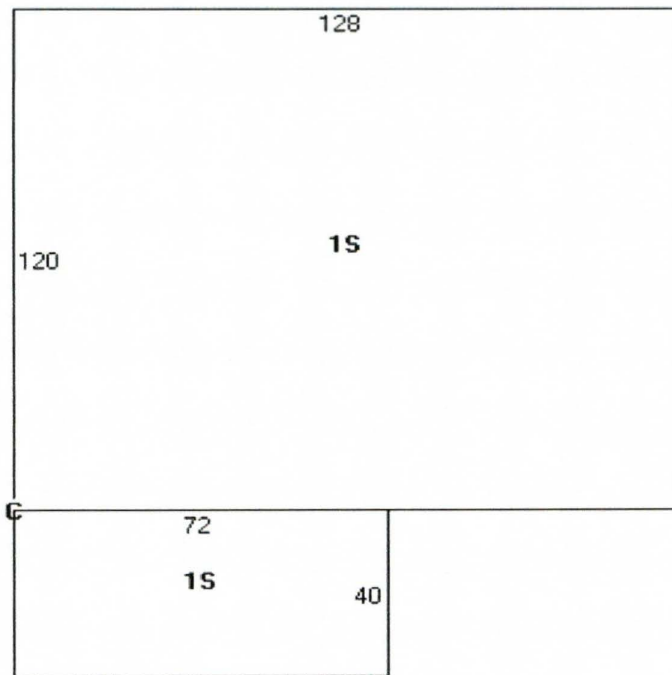
Zoning M, Manufacturing, City of Dover

Land Area		64,512	sq ft +/-	1.481	acre
Frontage	177.25	ft +/-			
Depth	352.60	ft +/-			
Bldg Area (sq ft)	18,240	sq ft +/-			
LARGE BUILDING		15,360	sq ft +/-	84.21%	
SMALL BUILDING		2,880	sq ft +/-	15.79%	
Coverage Ratio		28.27%			
City Tax Assessment	Per Sq Ft	Rate	Tax	Per Sq Ft	
\$304,900	\$16.72	\$0.330	\$1,006.17	\$0.06	PROPERTY
\$304,900	\$16.72	\$0.000	\$0.00	\$0.00	BID II
\$304,900	\$16.72	\$0.330	\$1,006.17	\$0.06	TOTAL
County Tax Assessment	Per Sq Ft	Rate	Tax	Per Sq Ft	
\$99,200	\$5.44	\$1.8519	\$1,837.08	\$0.10	
TOTAL PROPERTY TAX			\$2,843.25	\$0.16	

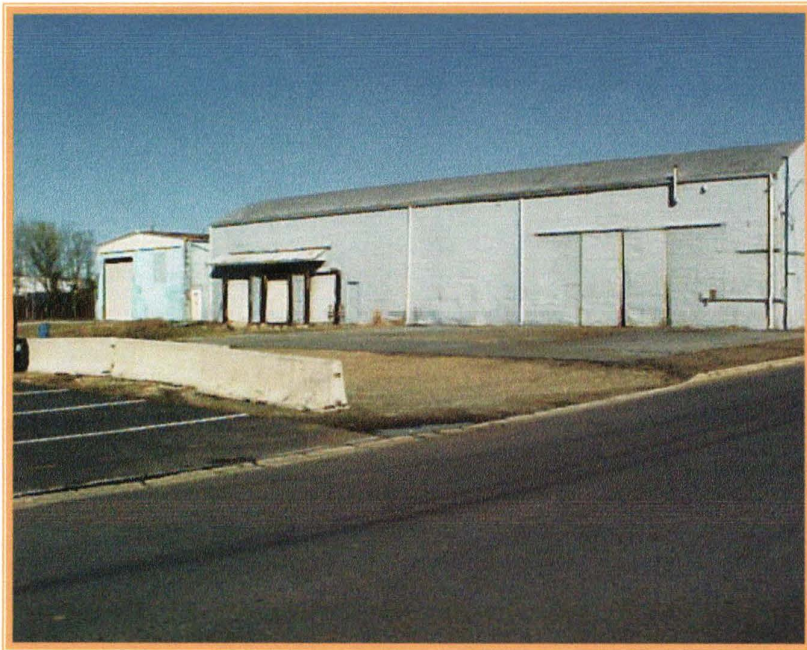
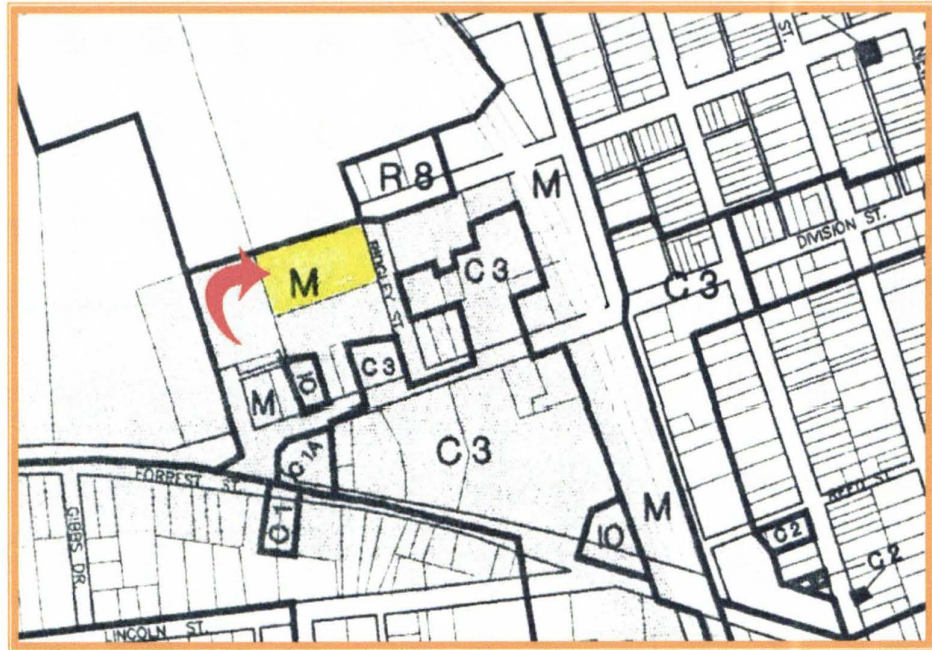
ALL INFORMATION SUBMITTED SUBJECT TO ERRORS AND MODIFICATIONS. ALL INFORMATION CONTAINED HEREIN OBTAINED FROM RELIABLE SOURCES BUT NOT GUARANTEED. PROSPECTIVE PURCHASERS SHOULD VERIFY ALL INFORMATION SUBMITTED. LISTING BROKERAGE REPRESENTS SELLER.
PAGE 1 OF 6 PAGES



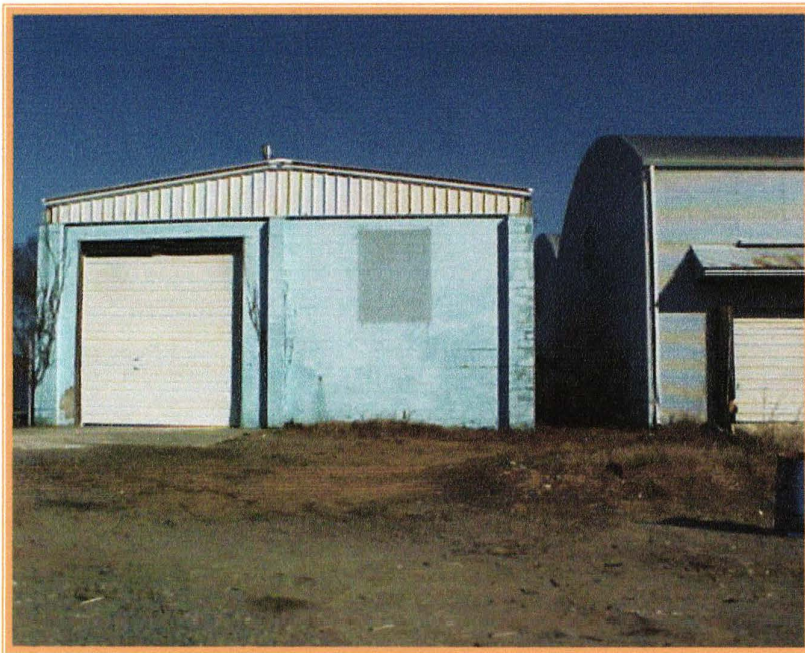
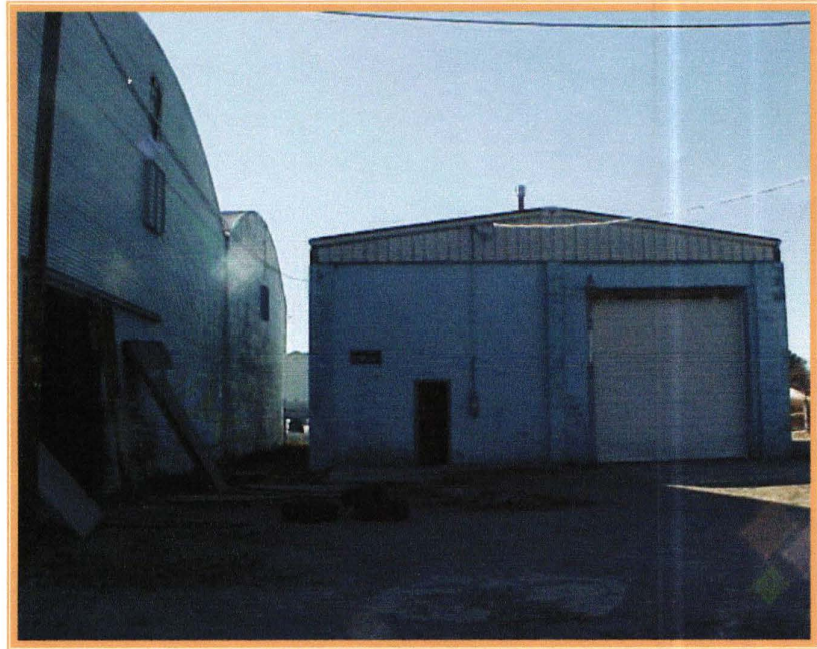
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PAGE 2 OF 6 PAGES



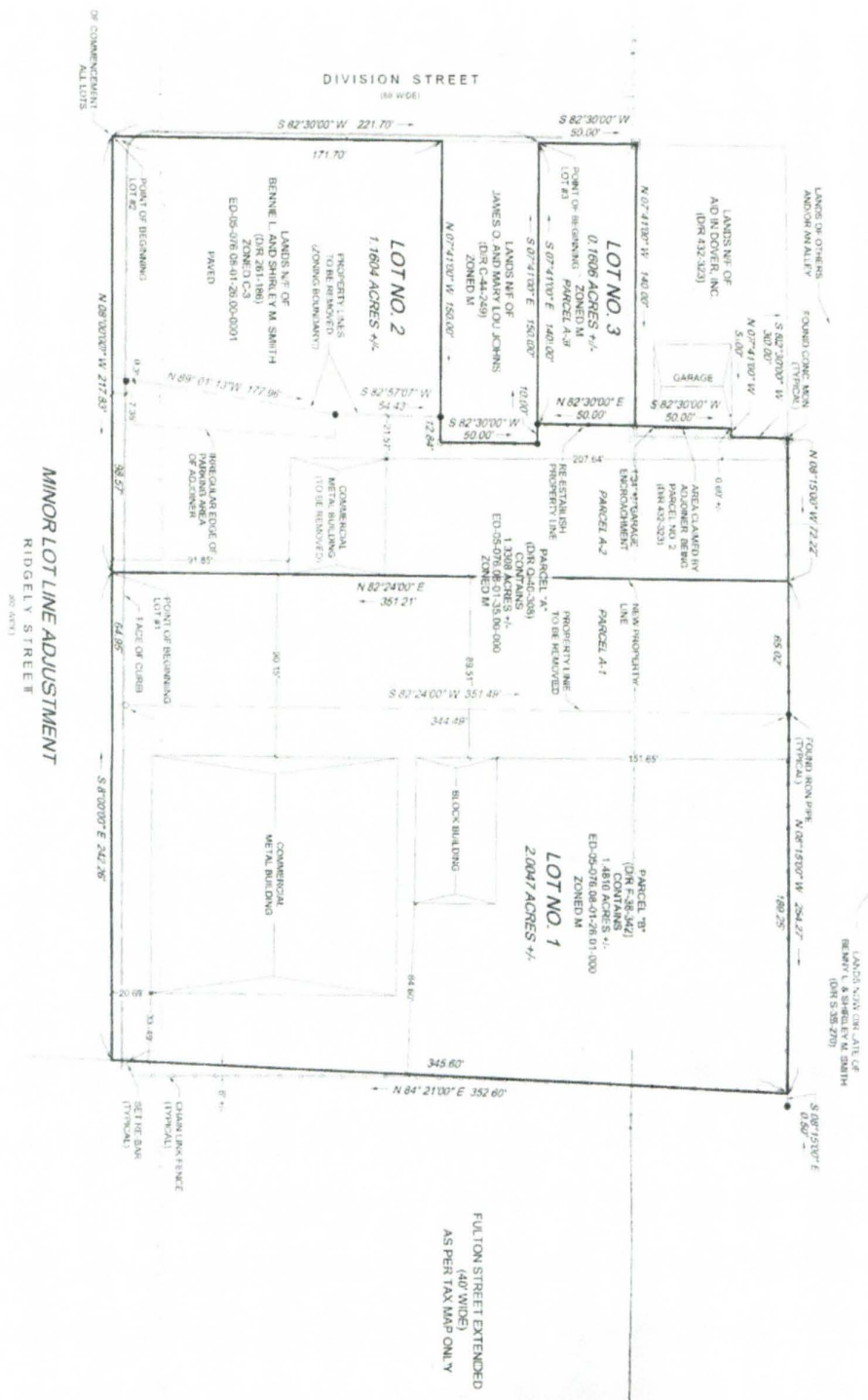
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MINOR LOT LINE ADJUSTMENT
RIDGELY STREET

FULTON STREET EXTENDED
(40' WIDE)
AS PER TAX MAP ONLY

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PAGE 6 OF 6 PAGES

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover



Phone: (302) 736-7011
Fax: (302) 736-4217

April 20, 2012

ROBERT A & NANCY H KAUFFMAN
20 EASTGATE DR APT C
BOYNETON BEACH FL 33436

RE: Property Address: 40 RIDGELY ST
Tax Parcel #: ED-05-076.08-01-260.001-000
Case Number: 12-00001089

Dear Sir/Madam:

On June 26, 2006, the Dover City Council adopted the Vacant Building Ordinance to reduce the negative impact vacant buildings have on the surrounding businesses and neighborhoods. This letter is to inform you that your building has been found to be vacant as defined under Article 12, Chapter 22 of the Dover Code of Ordinances.

In accordance with this ordinance, this building must be registered with the City of Dover. Enclosed with this notice is a registration form. Please return this form by May 21, 2012 to the City of Dover Department of Planning and Inspections. Failure to return the form within 30 days of mailing will result in the building being registered by this department.

An annual registration fee shall be paid at the time of registration. If the building inspector registers the building as vacant the fee shall be due not later than 30 days after the building is registered as vacant. Please read the enclosed leaflet for more information on fees and any exemptions that may apply with the fees.

The building inspector shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this article. Upon request of the building inspector, an owner shall provide access to all interior portions of a vacant building in order to permit a complete inspection.

Please contact this office between the hours of 8:30 a.m. and 5:00 p.m. at (302) 736-7011 with any questions or concerns regarding this letter.

Sincerely,

EDWARD MARTIN
Code Enforcement Officer

cc: file

Address Information

Address: 40 RIDGELY ST
City, state, zip: DOVER DE 199042710
Carrier route: C002
Delivery point: 403
Inside/outside code: IN INSIDE CITY LIMITS
Jurisdiction: DOVER DOVER
DRS from Location Master
Address type: Parcel
Effective date: 1/03/2001
Location status: Active
Last change user: CASS2001-1
Last change date: 11/06/2001

Parcel Information

Tax Map Number ED-05-076.08-01-260.001-000
Parcel status: Active

Zoning Information

Zoning: NEEDS ZONING N
Undivided interest %: .00%
Longitude/latitude: .000000 .000000
Map X/Y coordinates:
Property code:

Current Owner

Name: KAUFFMAN, ROBERT A & NANCY H
Address: 20 EASTGATE DR APT C
BOYNETON BEACH FL 33436



KENT COUNTY, DELAWARE

555 Bay Road, Dover, Delaware 19901-3615
(302) 744-2300 -- FAX (302) 736-2279

"Serving Kent County With Pride"

PROPERTY INFORMATION

Planning and Building Permits Information

Reference #	ED EAST DOVER HUNDRED	Card # 1 of 2
Location ID 12132	Map Number 2-05-07608-01-2601-00001	
Tax ID 12132	Deed BVP D 3158 0134 F 0038 0342	
Parcel ID 40092	Property Code P - PROPERTY	
Current Owner KAUFFMAN, ROBERT A. 20C EASTGATE DRIVE BOYNTON BEACH, FL 33436	Property Location 40 RIDGELY ST DOVER, DE 19904	
Additional Owner	KAUFFMAN, NANCY H.	Zoning M Acres

Sub-Division

Sales History		Liv.Sq.Ft	.0000
Date	Price	Assessment	Total Rooms
0/00/00	0	Land 15,500	
0/00/00	0	Buildings 79,400	Full Bath
		Total 99,300	
		Tax Value 99,300	

Base Tax Due		Last Billing Detail	History
Tax Penalty	.00		
Total Tax Bal.	2,329.78		
Sewer Balance	.00		
Neighborhood #	00299	Coordinates	0465960 E 0422575 N
Fronting	No Data	Lot Dimensions	
Improvement	IMPROVED	School District	18 CAPITOL
Class	Commerc	Fire District	46 ROBBINS HOSE (DOVER)
Appraised By	DB	Sewer District	00 NONE
Topography	No Data	Ambulance District	46 ROBBINS HOSE (DOVER)