

**CITY OF DOVER BOARD OF ADJUSTMENT
AGENDA**

Wednesday, May 15, 2019 at 9:00 AM

**City Hall, Council Chambers
15 Loockerman Plaza, Dover, Delaware**

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES of April 17, 2019 Meeting

COMMUNICATIONS & REPORTS

1. Reminder: The next Board of Adjustment regular meeting is scheduled for June 19, 2019 at 9:00am in the City Council Chambers.

NEW BUSINESS

Applicant #V-19-05

15 South New Street. Sandra Appling has requested a variance from the requirements of the *Zoning Ordinance*, Article 3 §2.1 pertaining to permitted dwelling unit types in the RG-1 (General Residence) Zone, and the *Zoning Ordinance*, Article 7 §1.13 related to nonconforming buildings and uses, in order to reestablish the use of the structure on the property as a two-family dwelling unit. The structure's previous legal nonconforming status lapsed after the two-family dwelling remained vacant for over a year. Subject property is zoned RG-1 (General Residence Zone). Tax Parcel: ED-05-077.05-03-13.00-000. The owner of record is Welcome Home Properties LLC.

ADJOURN

29 Del. C. § 10004(e)(2)

THE AGENDA ITEMS MAY NOT BE CONSIDERED IN SEQUENCE. THIS AGENDA IS SUBJECT TO CHANGE TO INCLUDE THE ADDITION OR THE DELETION OF ITEMS, INCLUDING EXECUTIVE SESSIONS.

CITY OF DOVER
BOARD OF ADJUSTMENT MINUTES
April 17, 2019

A Regular Meeting of the City of Dover Board of Adjustment was held on Wednesday, April 17, 2019 at 9:00 A.M. with Chairman Sheth presiding. Members present were Chairman Sheth, Mr. Keller, Mr. Hufnal, Colonel Ericson and Mr. Senato.

Staff members present were Mr. Swierczek, Mr. Hugg, City Solicitor Mr. Rodriguez, and Mrs. Savage-Purnell.

APPROVAL OF AGENDA

Mr. Hufnal moved to approve the agenda as submitted. The motion was seconded by Mr. Senato and unanimously carried 5-0.

APPROVAL OF THE REGULAR BOARD OF ADJUSTMENT MEETING MINUTES OF MARCH 20, 2019

Mr. Keller moved to approve the meeting minutes of March 20, 2019 with the necessary corrections. The motion was seconded by Mr. Senato and unanimously carried 5-0.

OPENING REMARKS CONCERNING APPLICATIONS

Mr. Dave Hugg, Planning Director stated that the meeting today will be conducted in accordance with the Agenda. There is one (1) application on the agenda under New Business. Each Application file will be read, and the floor will be opened for questions of the applicant by the Board and for public testimony. If the Board needs to consult the City Solicitor, they will recess to discuss legal matters. If the applicant must leave, they can contact the Planning Office at 736-7196 to learn of the Board's decision. A formal notice of the decision will be mailed to the applicants. Approved variances expire after one year if the approved project has not commenced.

All public notice for the new applications on this agenda was completed in accordance with Code requirements. The meeting agenda was posted in accordance with Freedom of Information Act requirements.

COMMUNICATIONS & REPORTS

The next Board of Adjustment regular meeting is scheduled for May 15, 2019 at 9:00am in the City Council Chambers.

NEW BUSINESS

Applicant #V-19-04

223 and 225 West Division Street. NCALL has requested a variance from the requirements of the *Zoning Ordinance*, Article 4 §4.14 pertaining to the bulk standards of the C-1A (Limited Commercial Zone). Specifically, the applicants seek to increase the maximum permitted number of stories from two to three, and increase the maximum height permitted in feet from 30 feet to 34 feet. The variances are being requested so that a new 3-story office building may be built on both parcels that are to be consolidated. The new building will be utilizing the existing setbacks

that currently exist on both parcels. Subject properties are zoned C-1A (Limited Commercial Zone). Tax Parcels: ED-05-076.08-05-28.00-000 and ED-05-076.08-05-29.00-000. The owner of record for both properties is NCALL.

Exhibits for the Record: Staff Report, Zoning Exhibit, and statement and plans submitted by the applicant. Legal Notice was published in the Delaware State News on April 7, 2019. The public was notified in accordance with regulations.

Chairman Sheth questioned if there was any member present who had a conflict of interest and there was none.

Mr. Swierczek gave a summary presentation of the Variance Application Request to increase the maximum permitted number of stories from two to three, and increase the maximum height permitted in feet from 30 feet to 34 feet for a new 3-story office building to be built on both parcels that are to be consolidated.

Representative: Ms. Karen Speakman, NCALL's Executive Director; Mr. Kevin Wilson, Architect; Ms. Patricia Kelleher, NCALL's Real Estate Development Director.

Ms. Speakman was sworn in by Mr. Rodriguez.

Ms. Speakman handed out the most recent year-end report (NCALL Research, Inc. Annual Report 2018). She testified that NCALL has been in business in Dover since 1976. We are a housing and community development organization. We help develop affordable housing throughout the State of Delaware and the Delmarva Peninsula. She thinks they are mostly known for their pre-purchase Housing Counseling Program where we help first-time home buyers and helped over 8700 families in Delaware buy a house and understand the process. They also help families with Foreclosure Prevention and Financial Coaching. They then in turn help non-profits in terms of developing apartment complexes. At the current time, they are doing a review at the Ministry of Caring in Wilmington to develop the Cathedral of St. John into the Village of St. Johns for senior citizens. The Felician Sisters of North America near Newark (Our Lady of Grace Village) will develop sixty (60) family rental housing units. We also have a loan fund that consist of \$24 million that lends to other non-profits to do affordable housing and community facilities. We have helped charter schools like the First Military Academy, health centers, Legal Aid's office buildings and more. They have a wide variety of what they do. As the lead agency, they have been very much involved in Restoring Central Dover. The traffic boxes downtown is a small example of their art project. At the current time 22 houses have been built through NCALL, Habitat for Humanity, and a few other developers. So, you now have 22 new homeowners in Central Dover. There are four (4) new houses that are currently being constructed. There are a variety of programs within Restoring Central Dover with a steering committee made up of over 20 different organizations and people. One recent key program called the Launcher Program which consists of 13 new entrepreneurs who graduated last fall and the other night we had 21 new entrepreneurs who graduated. They are looking to do business in Dover as part of their criteria to be in the program. Several of them have started businesses already and we are looking for a few more. We are bursting at our seams at the recent office on Saulsbury Road and what we are envisioning with the new building other than more space is we thought we should put our money where our mouth is in

terms of Restoring Central Dover. We have purchased these two (2) properties and look to build a 3-story building. Part of the discussion with this building is the final MOU with Delaware State University to place a small incubator into this building. It will be sort of an interesting progress for our Launcher graduates to move into this incubator so that they can really start their business plan and set things into motion for their businesses as well as new ones. We feel that we will be a community-based incubator. We hope to pull people from the community into this and hopefully have them start new businesses. We will also place some of our Staff in the new building including Restoring Central Dover Staff. Habitat for Humanity would also like to use the building to meet with families during the interview process.

Mr. Kevin Wilson was sworn in by Mr. Rodriguez.

Mr. Wilson testified that when he first met with Ms. Speakman and Ms. Kelleher, they realized very quickly that the site is very limited in terms of the area and size and what their needs way far exceeded what would be allowable based on the present zoning. Part of the reason is we wanted to get off-street parking spaces. In order to do that there is a rear alley (noted on the Site Plan) that really encroached into what would otherwise be a part of the building area on the ground floor. In doing that (parking) the ground floor was reduced by roughly 1000-feet from what it would be on the upper floors. When you add in the fact that you have a stair towers and elevator, the usable area on the ground floor is greatly restricted. That is what lead us to look at a third floor. When he walked and looked around the neighborhood it seemed as if there were a lot of buildings that occupied third floors whether it was within a roof as part of a mansard or just in the attic; you could see that they were using the upper floor. Several blocks away there is a building that is owned by Wesley College that has a mansard and is really a nice-looking building. You see the visual scale of the top floor is reduced because of the mansard. What we want to do here is take a 3-story building and reduce the aesthetic with the top floor as being a mansard, so it gives the appearance of a 2-story building with some usable space in the attic. That pushes the third floor in a few feet around all four sides but still creates a fair amount of useable square footage on that upper floor. He stated that they wanted to use an orange-red brick like Wesley College and his rendering is close. The intent is to use a colonial red brick on this building. In summary, we picked up a lot of architectural details in the neighborhood. We think that it is consistent with the massing and size of the other surrounding buildings and we think that it would be appropriate for the neighborhood.

Chairman Sheth stated that it was a nice-looking building.

Colonel Ericson questioned if the variance application was disapproved what affect it would have on this project. Mr. Wilson replied that they would loose about 3000 square feet. It would also reduce the usable floor area by a large percentage.

Colonel Ericson questioned if there was a chance the project would not go forward if what was previously mentioned did not occur. Ms. Speakman replied it would definitely affect the feasibility of the property in terms of how to rent it out and pay for it. Without the third floor, it would be very hard for her to make it work.

Colonel Ericson mentioned one of the criteria is if there is a hardship or Exceptional Practical Difficulty. We like to look at the project in light of the Zoning; the Board likes to stick with the Zoning most times unless it is shown that there would be a definite hardship. If we were to approve the variance without stating that this is a unique property for a unique use, then the Board approval would affect all the units near that area.

Ms. Speakman stated that it would cause an Exceptional Practical Difficulty. At the current time the project is being priced out around \$2 million. We are also building to a LEED Silver standard to ensure energy efficiency. Without the third floor she honestly does not think they could do the project.

Mr. Hufnal mentioned that it is a great improvement for that area. He saw the community preference survey that was done, and it showed that the survey participants would prefer to see three or four-story buildings in the Division Street corridor. Also, the height of the building is in keeping with the goals of the plan.

Mr. Senato questioned if the third floor would be used for office space. Ms. Speakman replied yes.

Chairman Sheth questioned if their current building was located on Saulsbury Road. Ms. Speakman replied yes.

Ms. Speakman mentioned that they hope the project will be a catalyst for Division Street. We hope that it will encourage other owners along the street to improve their properties and/or develop some programs for the streetscape improvements. She thinks that the project will make a difference.

Mr. Keller questioned if the third floor would be fixed office space for a rental or a floating in and out of office usage space. Ms. Speakman replied at the current time, the incubator will be on the second floor and the third floor will be available to expand with some of the businesses into other spaces as well as NCALL and Habitat for Humanity will be using the space.

Mr. Keller questioned if it was some sort of on-call usage/privilege on those areas or is it a fixed rental space. Ms. Speakman replied eventually it would be fixed rental space, but it can be used as needed.

Ms. Patricia Kelleher was sworn in by Mr. Rodriguez.

Ms. Kelleher replied to the above question that in their discussion with Delaware State University at this point want to rent the second floor for the incubator. As the discussions have proceeded, they are wondering if they are going to need the third floor as well due to a need for more space. If Delaware State University does not use the space, they will look for other businesses to take on that space. They will have some debt associated with the project. Although they are doing their very best to raise all the funds regarding the capital piece, they will have to service that debt through rental. To make the project feasible they need the third floor.

Chairman Sheth opened the public hearing.

Chairman Sheth closed the public hearing after seeing no one wishing to speak.

Chairman Sheth questioned if there was any additional correspondence for the record. Mr. Swierczek mentioned that a member of the public called and expressed concern about the setbacks that are allowed in the Zoning. They mentioned they would attend the meeting today, but no one showed up.

Mr. Senato moved to approve variance application V-19-04 for the three story and the 34 feet building height. If the variance was not approved there would be a definite hardship on the parties. The applicant is doing a great deed to improve the area. It is also within keeping of the area and improving the area itself. The motion was seconded by Mr. Hufnal. The motion unanimously carried 5-0.

The meeting was adjourned by Mr. Senato and seconded by Mr. Colonel Ericson at 9:31 A.M.

Sincerely,

Maretta Savage-Purnell
Secretary



City of Dover

Board of Adjustment

May 15, 2019

V-19-05

Location: 15 South New Street, Dover DE

Applicant: Sandra E. Appling

Owner: Welcome Home Properties LLC

Tax Parcel: ED-05-077.05-03-13.00-000

Application Date: April 10, 2019

Present Zoning: RG-1 (General Residence Zone)

Present Use: Vacant Residential Structure

Reviewed By: Julian Swierczek

Variance Type: Use Variance

Variance Requested: Allow for the reestablishment of a nonconforming use after one year.

Project Description:

The applicant is requesting a variance from the *Zoning Ordinance* of Article 7, Section 1.13 Nonconforming buildings and uses, and of Article 3, Section 2.11 General residence zones (RG-1 and RG-2), to allow the reestablishment of a nonconforming use after the one year time frame has elapsed, that use being a two-family dwelling.

Adjacent Land Uses

The properties to the north, south, east, and across South New Street to the west are zoned RG-1 (General Residence Zone). Adjacent uses in the RG-1 zone include residential uses to the west, south and east and vacant land immediately to the north.

General Information

The appearance of the structure suggests that the property was originally a one-family dwelling that was converted at some time in the past to a two-unit (two-family) dwelling. The property had a Rental Dwelling Permit noting two units from 1998 through 2018. The Rental Dwelling Permit on the property expired on January 31, 2018 and was not renewed. The City of Dover declared the property vacant on April 3, 2018. The current owners purchased the property on December 26, 2018, with the aim of renovating the two units and consequently marketing it as a two-unit property to rent out. They were not aware that the zoning of the property does not permit the two unit dwelling, nor were they aware of the *Zoning Ordinance* that does not allow a non-conforming use to be maintained after being discontinued for a period of one-year. The one-year timeframe allowed to re-establish the non-conforming use has subsequently expired on January 31, 2019 while the applicants were still doing renovation work. It is only when the applicants came to the City for a new Rental Dwelling Permit that this issue arose. The applicants are now seeking a Use Variance as again, they were not aware of the restriction on their property in Code, and purchased this building fully expecting to be able to continue its use as a two-unit residential building.

Code Citation

The City of Dover *Code* describes the parameters under which non-conforming uses are permitted, as well as when their legal non-conforming status is discontinued and on what grounds in Article 7:

Article 7 Section 1 Nonconforming buildings and uses

1.1 Any nonconforming use, except those nonconforming uses specified in [sub]section 1.5, may be continued indefinitely, but:

1.11 Shall not be enlarged, extended, reconstructed or placed on a different portion of the lot or parcel of land occupied by such uses on the effective date of this ordinance, nor shall any external evidence of such use such as traffic, noise, vibration, smoke, dust, odor, heat or glare be increased by any means whatsoever; or

1.12 Shall not be changed to another nonconforming use without a special permit from the board of adjustment, and then only to a use which, in the opinion of said board, is of the same or a more restricted nature; or

1.13 Shall not be reestablished if such use has been discontinued for any reason for a period of one year or more, or has been changed to, or replaced by, a conforming use. Intent to resume a nonconforming use shall not confer the right to do so.

As the legal non-conforming status of the property is therefore no longer permitted under Code, the property must now be compliant with the permitted uses and regulations for the RG-1 zone as found in Article 3 of the *zoning Ordinance*:

Article 3 Section 2 General residence zones (RG-1 and RG-2)

2.1 Uses permitted. In a general residence zone, no building or premises shall be used, and no building or part of a building shall be erected, which is arranged, intended, or designed to be used, in whole or in part, for any purpose, except the following:

2.11 Any use permitted in one-family residence zones.

2.12 Garden apartments limited to placement within the RG-2 district only.

Review Standard for a Use Variance

The *Zoning Ordinance*, Article 9, §2 dictates the specific powers and duties of the Board of Adjustment with regard to granting variances. Specifically the Board must determine:

2.1 Variance – The board shall have the authority to authorize variances from provisions of the zoning ordinance that are not contrary to public interest where the board determines that a literal interpretation of the zoning ordinance would result in undue hardship or exceptional practical difficulties to the applicant. In granting variances, the board shall determine that the spirit of the zoning ordinance is observed and substantial justice done.

2.12 Use Variance. A variance shall be considered a use variance if it would permit a use of the subject property that would otherwise not be permitted on the subject property. In considering a request for a use variance, the board shall determine that the following criteria exist and document them in their findings of fact:

(a) That there are physical conditions applying to the land or building for which the variance is sought, which conditions are peculiar to such land or building, and have not resulted from any act of the applicant or any predecessor in title; and

(b) That the aforesaid circumstances or conditions are such that the strict application of the provisions of this ordinance would deprive the applicant of all reasonable use of such land or building and the granting of the variance is necessary for the reasonable use of the land or building, and that the variance as granted by the board is the minimum variance that will accomplish this purpose; and

(c) That the granting of the variance under such conditions as the board may deem necessary or desirable to apply thereto will be in harmony with the general purpose and intent of this ordinance, will not represent a radical departure therefrom, will not be injurious to the neighborhood, will not change the character thereof and will not be otherwise detrimental to the public welfare.

Review of Application

As a part of the application, the applicant was asked to state how the requested variance relates to the above three criteria. The applicant's responses are provided below, along with a staff assessment of the application in accordance with the required criteria.

1. That there are physical conditions applying to the land or building for which the variance is sought, which conditions are peculiar to such land or building, and have not resulted from any act of the applicant or any predecessor in title.

Applicant Response:

- It was advertised for sale as a unique 2-unit property in downtown Dover.
- Unit #1 has a kitchen, bathroom, living room, two bedrooms possibly three, electric heater, electric hot water heater, electric furnace, electric meter and separate entrance.
- Unit #2 has a kitchen, bathroom, living room, two bedrooms, gas heater, gas hot water heater, electric meter and separate entrance

Staff Response:

The appearance of the building suggests it was originally constructed as a one family detached dwelling and at a later unknown date converted into more than one unit. The house was purchased by the applicants as a two-unit structure. The building held a Rental Dwelling Permit for two dwelling units since at least 1998. The structure is physically divided into two dwelling units and was marketed as such to the applicant. The current non-conformity is not the result of improvements the applicant has done to the property, as they purchased it as a two-unit building. The allowable uses in the RG-1 zone has been amended over the years and currently the allowable uses do not include two units.

A rear addition was added to the building with Permit #08-2376 associated with a Conditional Use C-08-02 to operate the first floor as a philanthropic use as an Outreach Center. Under Application C-08-02, the Planning Commission granted the application with the condition that the first floor was not to allow people to live in the first floor outreach center. This use appears to have operated until at least 2015. The building was first declared vacant in 2017, after which point it was sold to a bank. The Rental Dwelling Permit allowing for two units expired on January 31, 2019, and the building declared vacant again on April 3, 2018.

2. That the aforesaid circumstances or conditions are such that the strict application of the provisions of this ordinance would deprive the applicant of all reasonable use of such land or building and the granting of the variance is necessary for the reasonable use of the land or building, and that the variance as granted by the board is the minimum variance that will accomplish this purpose.

Applicant Response:

- Investing in this property with the initial knowledge of it being a two-unit house, renovating Unit #2 and now realizing that the property had lost its conforming status would be a financial hardship based on our business purpose and budget.
- Our business goal is to provide affordable housing and with a two-unit house we would be able to accommodate two families and our budget would allow us to maintain the property in good condition and hopefully add to the revitalization of the community.

Staff Response:

The applicant must demonstrate that the use variance is necessary, demonstrating that applying the provisions of the ordinance would deprive the applicant of **all reasonable use of such land or building**. The variance granted must be the **minimum variance that would accomplish reasonable use of the building**. The Applicant has communicated to the City that in order to finance their renovations and maintain their property to a high standard, they would need to have the use of the second unit re-established to make the investment financially viable. They are not asking to increase the number of units from what had already been established

over at least the past two decades and the costs associated with making the building compliant with the *Code* would make the project cost prohibitive to the Applicant.

Staff again notes that RG-1 permits all uses allowed in the one-family residence zones, which includes one-family detached dwellings, not to exceed one such dwelling per lot.

3. That the granting of the variance under such conditions as the board may deem necessary or desirable to apply thereto will be in harmony with the general purpose and intent of this ordinance, will not represent a radical departure therefrom, will not be injurious to the neighborhood, will not change the character thereof and will not be otherwise detrimental to the public welfare.

Applicant Response:

- There are two buildings next to ours and two across that are duplex houses.
- New Hope Housing II on 30 south New Street is an apartment complex with a total of 22 Units.
- House of Pride is also located on South New Street which I believe has multiple dwelling houses.
- At the end of South New Street is another 2-unit house, 144A and 144B.

Staff Response:

The granting of the requested variance would not be in harmony with the general purpose and intent of the *Zoning Ordinance*. The RG-1 zone permits single-family detached dwellings as well as single-family semi-detached (duplex) and attached (townhouse) dwellings as conditional uses. Over time, amendment to the *Zoning Ordinance* have been designed to provide for attrition of multi-family dwellings in the RG-1 zone, of which this two-family conversion is an example. The proliferation of such conversions has over the long term been injurious to neighborhoods in and near downtown, leading to changes to the RG-1 zone to disallow them.

However, Staff notes that the applicants are seeking to invest in rehabilitating a previously vacant and neglected property to provide quality housing to low-income tenants. This neighborhood is one that has long since struggled and such an investment would do much to improve its overall character without causing harm to the character of the neighborhood. The neighborhood already contains several multiple-dwelling unit structures as well as one apartment building.

While the zoning does not call for the allowance of multiple dwelling units in the RG-1 zone, it does so with the aim of improving the housing stock of such neighborhoods, which this investment would accomplish.

Variance Recommendation:

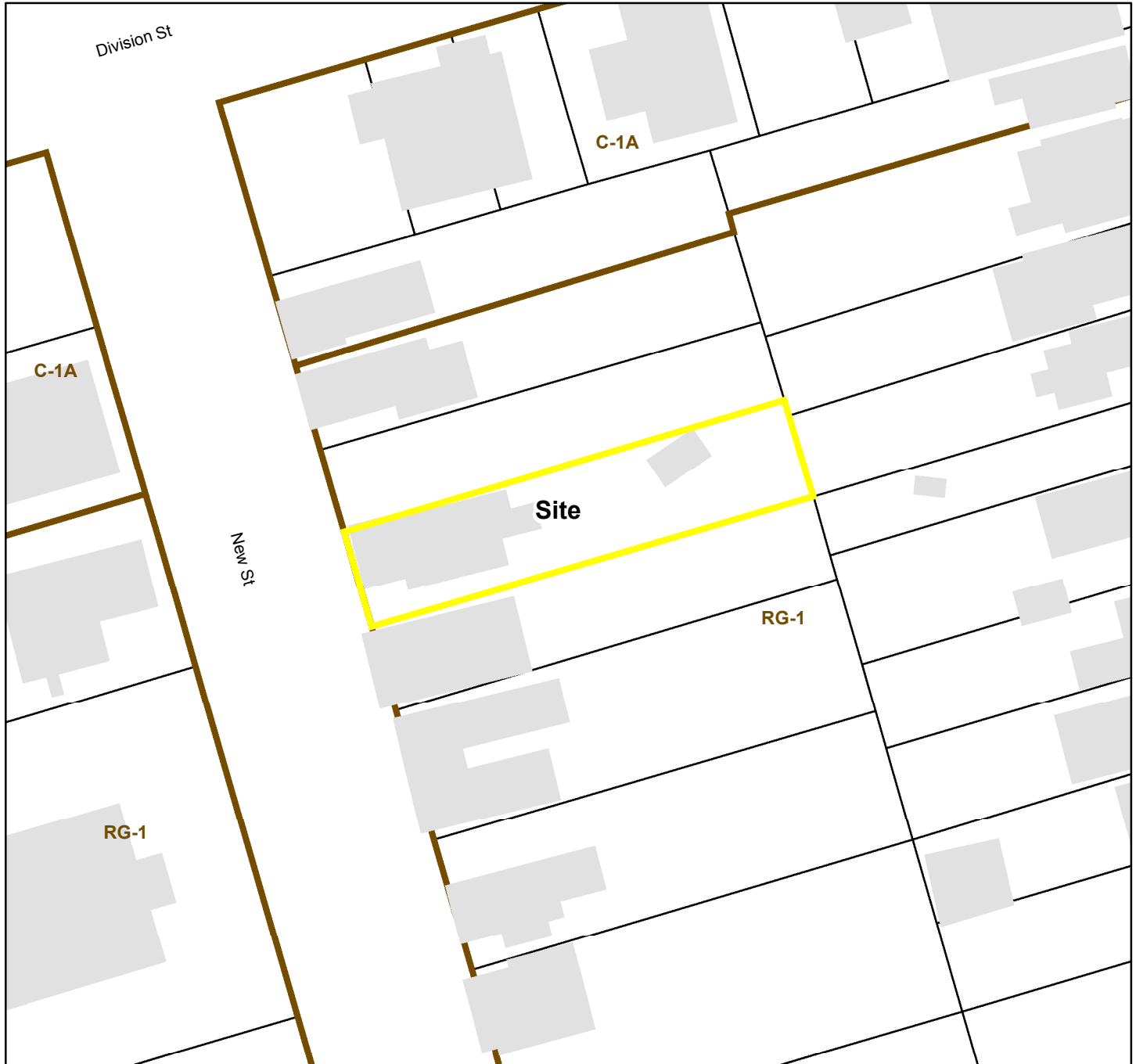
Staff notes that the standard for a use variance is different and more stringent than the standard for an area variance, as the applicant must demonstrate that the provisions of the ordinance would deprive the applicant of all reasonable use of the land. Additionally, the variance granted

must be the minimum variance that would accomplish this purpose. Given these factors, staff recommends approval of the use variance to reinstate the two-family dwelling unit status as a non-conforming use for reasons as follows:

- The property had been in use as a two-unit dwelling structure since at least 1998 and lost the legal non-conforming status to continue as such only in January, 2019. The Rental Dwelling Permit expired in January of 2018, the building was ultimately declared vacant by the City in April of 2018 and sold to the Applicants in December of 2018. The applicants purchased the property 11-months into the one-year time period provided for to continue the non-conforming use and only lost it because they were still amid renovations (which did not require permits with the City) when the one-year time period ran out. The property had the status as a multiple dwelling-unit structure previously established and it was consequently marketed to them as such when they purchased it with the intent of rehabbing the two units and then renting them out again.
- The variance requested is the minimum variance necessary to provide for reasonable use of the land. The property was used as a multiple-unit dwelling prior to it losing its legal non-conforming status. The applicant is not proposing to increase upon what had already been established, but rather to keep the two dwelling units already in place. This would be necessary to make the project financially viable to the applicants.
- The requested variance for the restoration of a multiple (two unit) dwelling-unit structure is not in line with the intent of the zoning for the property. However, several of the neighboring properties are similarly established as multiple unit dwellings and there is an apartment building immediately across the street with as many as 22 units. The applicant is in line with the intent of the zoning in that they are making an investment to improve the quality of the housing stock in the neighborhood which has otherwise struggled with years of neglect.
- The Applicant had purchased the structure only one month prior to the expiration of the one-year allotted by Code to continue the legal non-conforming status of the property and had sought to re-establish a Rental Dwelling Unit Permit only one-month after the expiration of the said status. Staff believes that the Applicants are asking for the minimum variance necessary to re-establish the use as a two-family dwelling unit, noting that not having this granted would place a significant financial hardship on the applicants.







GUIDE TO ATTACHMENTS

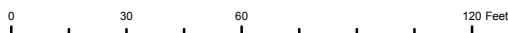
Exhibit	Description/Author	# Pages
A	Zoning Exhibit Map (Staff)	1
B	Applicant Statement and Responses to Criteria	1
C	Site Plan, 11x17 (Applicant)	1
D	Record of Sale of Property to Applicant (Applicant)	4
E	City of Dover Customer Service Application (Applicant)	2
F	Neighborhood Revitalization Fund Rent Agreement (Applicant)	3
G	Customer Application Form with Chesapeake Utilities (Applicant)	2
H	Series of 5 Photographs Showing Condition of Lower Level Dwelling Unit (Applicant)	3
I	Series of 5 Photographs Showing Condition of Upper Level Dwelling Unit prior to Renovation (Applicant)	3
J	Series of 8 Photographs Showing Condition of Upper Level Dwelling Unit after Renovation (Applicant)	4



Title: Lands of Welcome Home LLC
Address: 15 South New Streett
Parcel IDs: ED-05-077.05-03-13.00-000
Zoning: RG-1 (General Residence Zone)
Owner: Welcome Home Properties LLC
Date: 05/08/2019

Legend

-  Subject Property
-  Dover Parcels
-  Zoning
-  2012 Buildings
-  Kent County Parcels
-  Dover Boundary



April 10, 2019

RESPONSE TO CRITERIA

Applicant: Welcome Home Properties LLC

Owner/Registered Agent: Sandra E. Appling

Criteria #1

- It was advertised for sale as a unique 2-unit property in downtown Dover.
- Unit #1 has a kitchen, bathroom, living room, two bedrooms possibly three, electric heater, electric hot water heater, electric furnace, electric meter and separate entrance.
- Unit #2 has a kitchen, bathroom, living room, two bedrooms, gas heater, gas hot water heater, electric meter and a separate entrance.

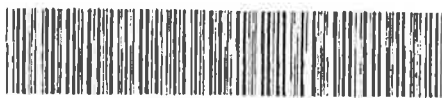
Criteria #2

- Investing in this property with the initial knowledge of it being a two-unit house, renovating Unit #2 and now realizing that the property had lost its conforming status would be a financial hardship based on our business purpose and budget.
- Our business goal is to provide affordable housing and with a two-unit house we would be able to accommodate two families and our budget would allow us to maintain the property in good condition and hopefully add to the revitalization of the community.

Criteria #3

- There are two buildings next to ours and two across that are duplex houses.
- New Hope Housing II on 30 South New Street is an apartment complex with a total of 22 Units.
- House of Pride is also located on South New Street which I believe has multiple dwelling houses.
- At the end of South New Street is another 2-unit house, 144A and 144B.

Submitted by: Sandra E. Appling



70 2019 00354833

Kent County
Betty Lou McKenna
Recorder of Deeds
DOVER, DE 19901

Instrument Number: 2019-354833

Recorded On: January 04, 2019 As-Deed

Parties: WILMINGTON SAVINGS FUND SOCIETY FSB TR

To WELCOME HOME PROPERTIES LLC

of Pages: 4

Comment:

**** DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Deed		71.00
	# of Pages	3
	# of Parcel IDs	1
Total:		71.00

Realty Tax Information

Affidavit Attached-No

DOVER - NEW 2017 RATE

	Value	31,000.00
State of Delaware:		775.00
		775.00

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Kent County.

**** DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2019-354833

Receipt Number: 398103

Recorded Date/Time: January 04, 2019 03:01:35P

Book-Vol/Pg: BK-RE VL-9437 PG-188

User / Station: C Yerkes - Cashier 4

BENTON LAW
850 S STATE STREET
SUITE 1
DOVER DE 19901



Betty Lou McKenna

Accepted for Filing in:
Kent County
Doc# 354833
On: Jan 04, 2019 at 03:01P

3
\$ 71.

TAX PARCEL #: ED-05-077.05-03-13.00-000
PREPARED BY & RETURN TO:
Benton Law, P.A.
850 South State St.
Suite 1
Dover, DE 19901
File No. 18-0430/AB

THIS DEED, made this 24 day of December, 2018,

- BETWEEN -

WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST,
NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE
ACQUISITION TRUST, of 380 DATA DRIVE # 110 DRAPER, UT 84020, party of
the first part,

- AND -

WELCOME HOME PROPERTIES LLC, of 15 S. New St., Dover, DE 19901, as sole
owner, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum
of **Thirty-One Thousand and 00/100 Dollars (\$31,000.00)**, lawful money of the United States
of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the
party of the second part, and its heirs and assigns, in fee simple, the following described lands,
situate, lying and being in Kent County, State of Delaware:

ALL that certain lot, piece or parcel of land with the improvements thereon erected,
situated in the City of Dover, Kent County, State of Delaware, lying on the east side of South
New Street a short distance south of Division Street, being bounded on the west by South New
Street, on the north by lands now or formerly of the Dover Housing Authority, on the east by
lands now or formerly of George and Katrinka Contant and lands now or formerly of Ruth
Portalatin and Noel Roman, and on the south by lands now or formerly of Plus Properties, LLC,
and being more particularly described in accordance with a survey by Richard Vetter Land
Surveying, dated December 19, 2018, as follows, to wit:

BEGINNING at a found iron pin in the east line of South New Street (60 feet wide) at a
corner for this lot and lands now or formerly of said Dover Housing Authority; said point of
beginning being located South 05 degrees 11 minutes 17 seconds East, 147.17 feet from the

intersection of the east line of South New Street with the south line of Division Street; thence running from said point of beginning with said Dover Housing Authority lands, North 85 degrees 34 minutes 56 seconds East, 151.93 feet to a point on the concrete base of a fence post at a corner for this lot in the line of lands now or formerly of said Contant; thence turning and running in part with said Contant lands and in part with lands now or formerly of said Portalatin and Roman, South 03 degrees 50 minutes 23 seconds East, 33.00 feet to a set iron pin at a corner for this lot and lands now or formerly of said Plus Properties, LLC; thence turning and running with said Plus Properties lands, South 85 degrees 34 minutes 56 seconds West, 151.15 feet to a set iron pin in the east line of South New Street at a corner for this lot; thence turning and running with the east line of South New Street, North 05 degrees 11 minutes 17 seconds West, 33.00 feet to the point and place of beginning, and containing 5,000 square feet of land, be the same more or less.

BEING the same lands conveyed to Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust from Jason A. Mollohan, Sheriff, by Sheriff's Deed, recorded in the Office of the Recorder of Deeds in and for Dover, Kent County, Delaware in Deed Book 9065, Page 215.

SUBJECT to any and all restrictions, reservations, conditions, easements and agreements of record in the Office of the Recorder of Deeds in and for Dover, Kent County, Delaware.

CITY OF DOVER
REALTY TRANSFER TAX

JAN - 4 2019

\$ 465
PAID

IN WITNESS WHEREOF, the said Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, a Delaware limited liability company, has caused its name to be hereunto set under seal by By ALTA Residential Solutions LLC, as Attorney-in-Fact, an authorized member of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, the day and year first above written.

WILMINGTON SAVINGS FUND SOCIETY,
FSB, D/B/A CHRISTIANA TRUST, NOT
INDIVIDUALLY BUT AS TRUSTEE FOR
PRETIUM MORTGAGE ACQUISITION
TRUST

By: ALTA Residential Solutions, LLC, as Attorney-in-Fact


Witness: NATHAN V. NICHOLS

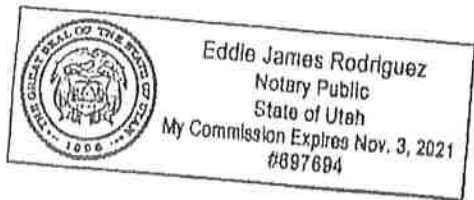
By:  (SEAL)

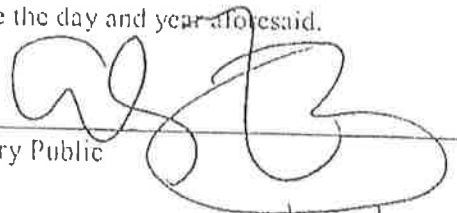
Name: STERLING BARTON
Title: Authorized Signatory

STATE OF UTAH, COUNTY OF SALT LAKE: to-wit

BE IT REMEMBERED, that on this 22nd day of December, A.D. 2018, personally appeared before me, the Subscriber, a Notary Public in and for the State and County aforesaid, By ALTA Residential Solutions LLC, as Attorney-in-Fact, Member of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed and the act and deed of said limited liability company; that the signature of the authorized signatory is in his/her own proper handwriting and by his/her authority to act; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by a resolution of the limited liability company.

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




Notary Public
My Commission Expires: 11/03/2021

CUSTOMER APPLICATION FORM - OCCUPANT

Div : 01
1
Cust#: 525172

Page:

Name : WELCOME HOME PROPERTIES LLC

Status Date: 01/11/2019
Rep ID : MWALKER

Service: 4909 Ext: 1

SSN : xxx-xx-0670
Other ID : 4121 St:

DE
15 NEW ST S APT 1
DOVER, DE 19901 0000

Home Phone : (302)670-0542
Employer Phone:

Rate Class: RS1H
Appliances:

Employer :

BILLING ADDRESS:
15 NEW ST S
APT 1
DOVER, DE 19901 0000
In Care Of:

Deposit Recp#:
Deposit Reqd :
Deposit Paid : 0.00
Waive Option : Home Ownership
Verified? :

LANDLORD/MGMT GROUP:

LL/Mgmt#: 164053
LL/Mgmt :

Ph# :

Addr:

ORDER INFORMATION:

Order Nbr:

Date Requested:
Time Requested:
Date Issued :

APPLICATION AGREEMENT:

I request Chesapeake Utilities Corporation to supply service as stated hereon, until the receipt of formal notice from me requesting discontinuance of this service. I agree to pay for such service promptly each month, according to the statement shown by the meter, at the regular rates of schedule applicable for such service as provided by the regulations of the Public Service Commission and service accordingly to the rules of the local gas division.


Your Signature

1-22-19
Date

CUSTOMER APPLICATION FORM - OCCUPANT

Div : 01
1
Cust#: 525172

Page:

Name : WELCOME HOME PROPERTIES LLC

Status Date: 01/11/2019
Rep ID : MWALKER

Service: 4910 Ext: 1

SSN : xxx-xx-0670
Other ID : 4121 St:

DE
15 NEW ST S APT 2
DOVER, DE 19904 0000

Home Phone : (302)670-0542
Employer Phone:

Rate Class: RS2H
Appliances: W,EF

Employer :

BILLING ADDRESS:
15 NEW ST S
APT 2
DOVER, DE 19904 0000
In Care Of:

Deposit Recp#:
Deposit Reqd :
Deposit Paid : 0.00
Waive Option : Home Ownership
Verified? :

LANDLORD/MGMT GROUP:

LL/Mgmt#:
LL/Mgmt :

Ph# :

Addr:

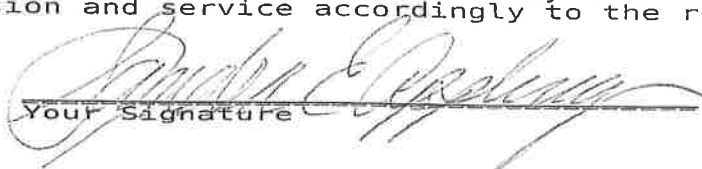
ORDER INFORMATION:

Order Nbr:

Date Requested:
Time Requested:
Date Issued :

APPLICATION AGREEMENT:

I request Chesapeake Utilities Corporation to supply service as stated hereon, until the receipt of formal notice from me requesting discontinuance of this service. I agree to pay for such service promptly each month, according to the statement shown by the meter, at the regular rates of schedule applicable for such service as provided by the regulations of the Public Service Commission and service accordingly to the rules of the local gas division.


Your Signature _____ Date 1-32-19

✓ Tax Parcel No. ED-05-077.05-03-13.00-000

✓ Prepared By/Return to:
Delaware State Housing Authority
820 North French Street, 10th floor
Wilmington, DE 19801

EXHIBIT 14

NEIGHBORHOOD REVITALIZATION FUND

RENT REGULATORY AGREEMENT

This Agreement is made as of 8/9/00 by and between Powerhouse Church, Inc.
(Fill in date of Execution by Borrower) (Fill in name(s) of Borrower(s) who execute
jointly and severally, whose address(es) is (are) 15 S. New Street.

Note and Security Instrument)

Dover, DE 19901

, and the successors, heirs, and assigns of the Borrower(s) (all collectively called "Borrower" in this Agreement), and the Delaware State Housing Authority. The Borrower's execution of this Agreement is a condition of approval by the Delaware State Housing Authority of a loan of \$31,985.00 (called the "Loan") from the Neighborhood Revitalization Fund, for

(Fill in principal amount of Note)

the rehabilitation of the residential property located at 15 S. New Street, Dover, DE 19901
(Fill in Property Address)

, (called the "Property") which will have two residential dwelling units after rehabilitation. The Property is legally described in the mortgage.

IN CONSIDERATION OF THE LOAN, THE BORROWER AGREES AS FOLLOWS:

1. Authorized Gross Monthly Rental. The property shall be made available to tenants at a gross monthly rental charge for each unit as listed below:

- 1) \$392.00 3) _____ 5) _____ 7) _____
- 2) \$365.00 4) _____ 6) _____ 8) _____

2. Increases in Authorized Gross Monthly Rental. The initially authorized gross monthly rental for the Property, listed in Paragraph 1 above, may be increased periodically by the Borrower, by the percentage increase in the Section 8 Annual Adjustment Factors as periodically set by the U.S. Department of Housing and Urban Development. During the term of this Agreement, the Borrower shall notify tenants in writing of any rent increases to the tenants. The Borrower shall also contemporaneously notify the Delaware State Housing Authority in writing of each rent increase.

3. Authorized Tenants Gross Monthly Income. Eligible tenant's adjusted gross annual income must be within the low income limit by family size as designated by the U.S. Department of Housing and Urban Development. Low income limits adjusted by family size are periodically changed by the U.S. Department of Housing and Urban Development.

4. Reports. At the request of the Delaware State Housing Authority, the Borrower shall furnish all leases, proof of hazard insurance on the Property, annual occupancy reports and shall answer specific questions relative to the tenant's name, income, family size, rent being charged, unit size and the condition of the Property.
5. Records. During the term of this Agreement and for two years thereafter, the books, contracts, records, documents, and other papers relating to the Property, shall at all times be maintained in reasonable condition for proper audit and shall be subject to examination and inspection at any reasonable time by the Delaware State Housing Authority. Specifically, the foregoing includes all records and information necessary to support gross monthly rental increases in accordance with Paragraph 2 of this Agreement, all required notices of such increases, and all notices to tenants under Paragraph 7 of this Agreement.
6. Default: Remedies. Upon violation of any provision of this Agreement by the Borrower, the Delaware State Housing Authority may give written notice thereof to the Borrower, by registered or certified mail, addressed to the Borrower's address as stated in this Agreement, or to such other address(es) as may subsequently, upon written notice thereof to the Delaware State Housing Authority, be designated by the Borrower. If such violation is not corrected to the satisfaction of the Delaware State Housing Authority within 30 days after the date such notice is mailed, or within such further time as the Delaware State Housing Authority reasonably determines is necessary to correct the violation, without further notice the Delaware State Housing Authority may declare a default under this Agreement and under the mortgage securing the Loan and may proceed to initiate any or all remedies at law or in equity available in the event of a default under such mortgage, including accelerating the due date of the entire indebtedness and foreclosure of the mortgage, or an action for specific enforcement of this Agreement.
7. Notice to Tenants of this Agreement. Borrower agrees during the term of this Agreement to include in each tenant's lease, a written notice in the following form:

The rents charged in this building are subject to a Regulatory Agreement between the Landlord and the Delaware State Housing Authority for a period of 10 years from the date of the settlement of the Neighborhood Revitalization Fund loan (i.e. settlement date: _____), or until the loan is paid in full whichever is longer. One copy of this Agreement will be made available to each tenant by the Landlord upon request. The Landlord may evict tenants from this building only for cause in accordance with State and local law.

The inclusion of the foregoing language in any lease shall be conclusive evidence of its receipt by the tenant.

8. Additional Agreement. The provisions of this Agreement are in addition to, and do not amend or supersede in any respect, the note and the mortgage securing the Loan.
9. Severability. The invalidity of any paragraph or provision of this Agreement shall not affect the validity of the remaining paragraphs and provisions thereof.
10. Effective Date and Term. This Agreement shall be effective on the date of settlement of the Neighborhood Revitalization Fund loan. This Agreement shall remain in effect for as long as the mortgage is outstanding or 10 years, whichever is longer; except that the Delaware State Housing Authority's remedies for any violation of this Agreement during its term, as well as

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

[Signature]

BORROWER(S):

[Signature] (SEAL)
_____ (SEAL)

BE IT REMEMBERED that on this 9th day of August, 2000 personally came before me Jacqueline Hairston and _____ part of _____ to this Agreement personally known to me to be such, and severally acknowledged this Agreement to be Her act and deed.

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

BEATRICE CHESERONI
NOTARY PUBLIC, STATE OF DELAWARE
My Commission Expires Sept. 2, 2003

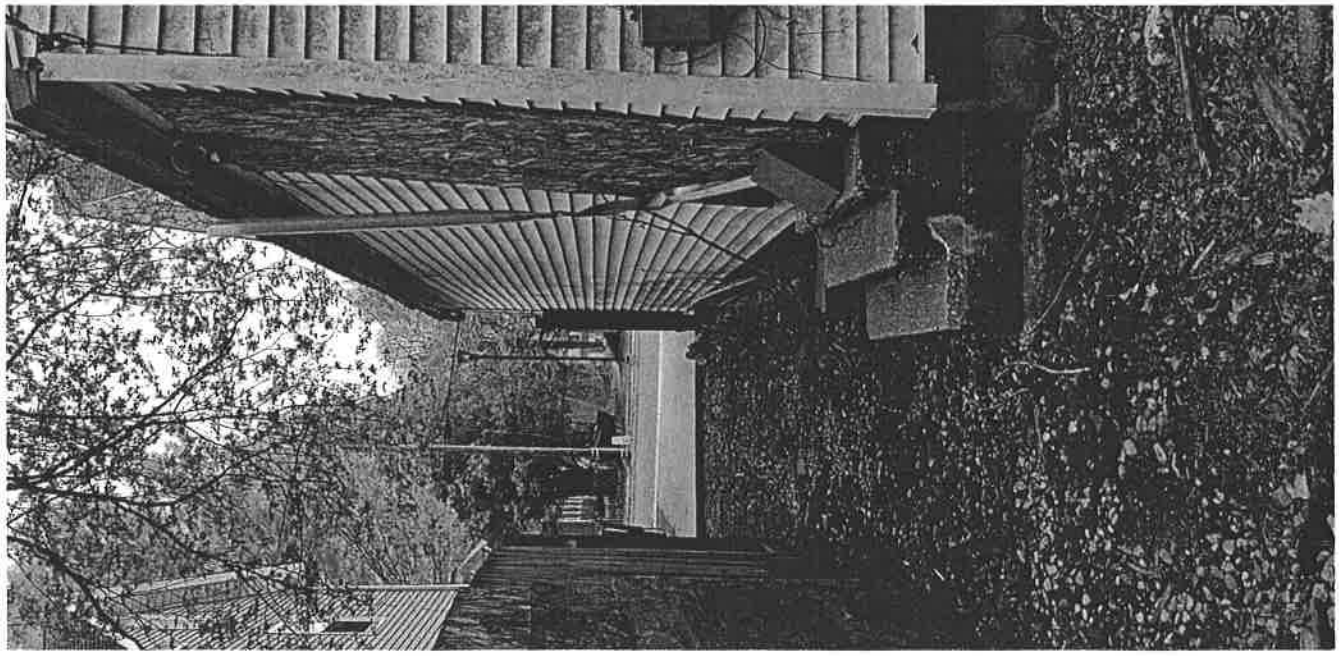
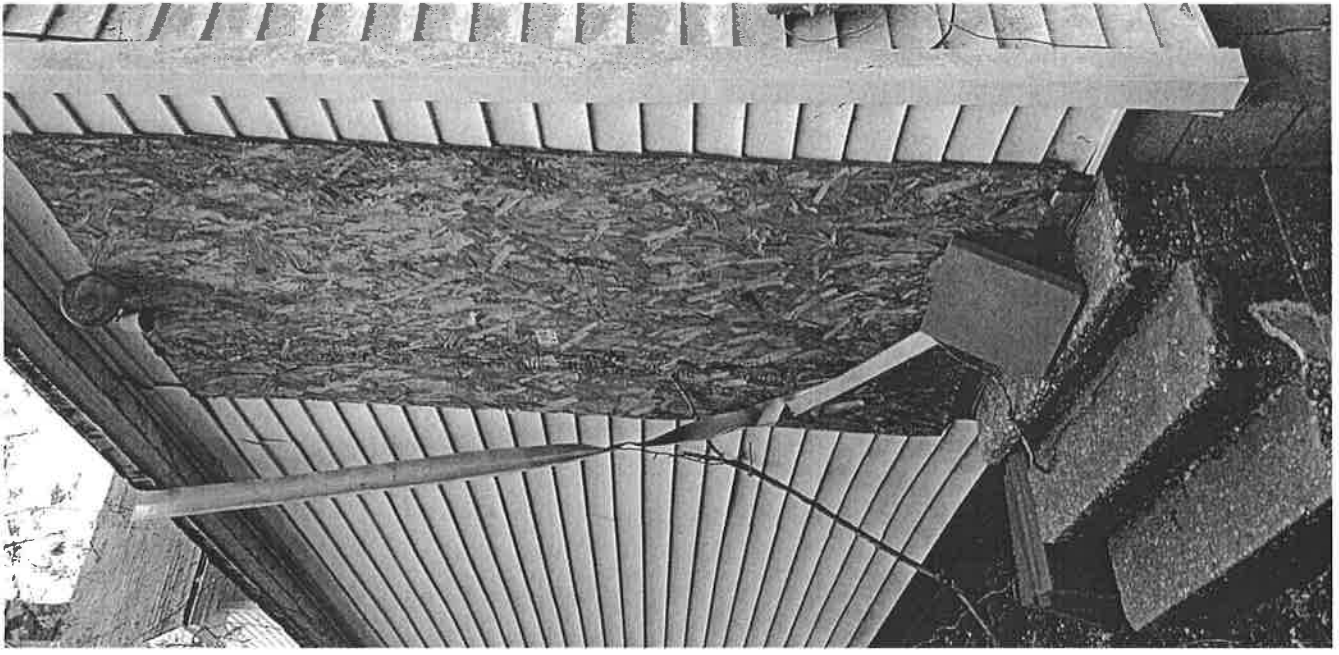
[Signature]
NOTARY PUBLIC
My Commission Expires 9/2/03

bfm:renlagre - 8/8/97

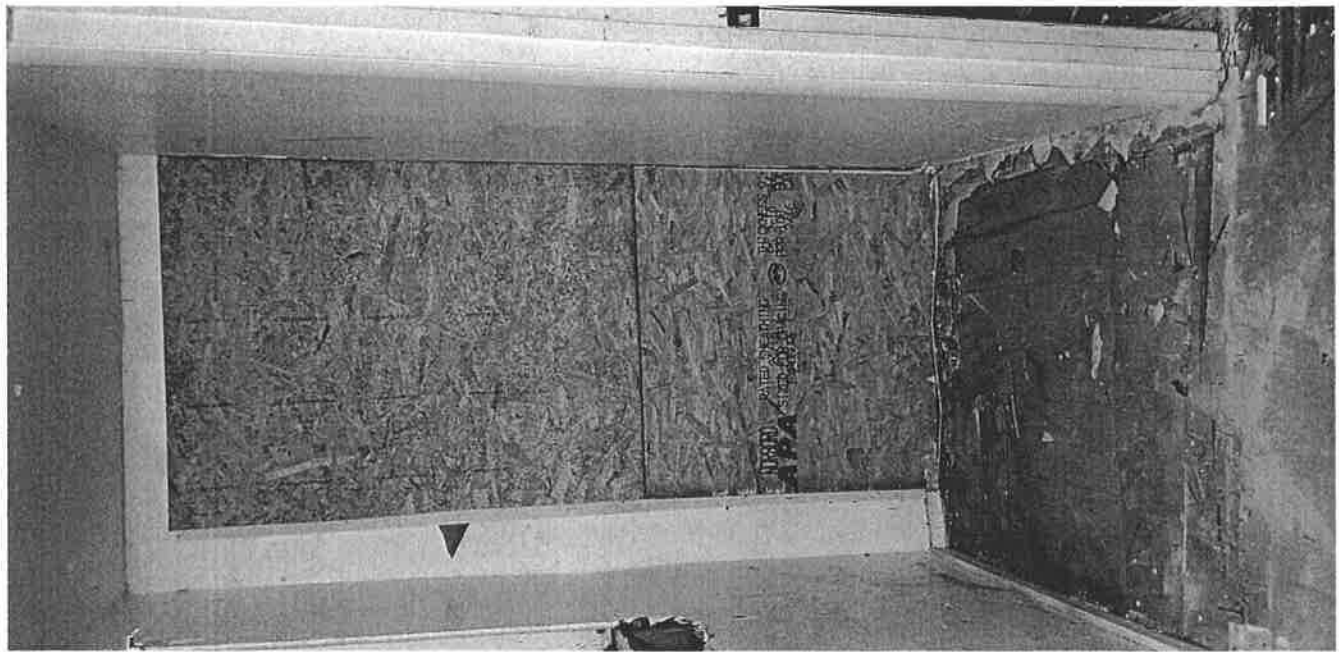
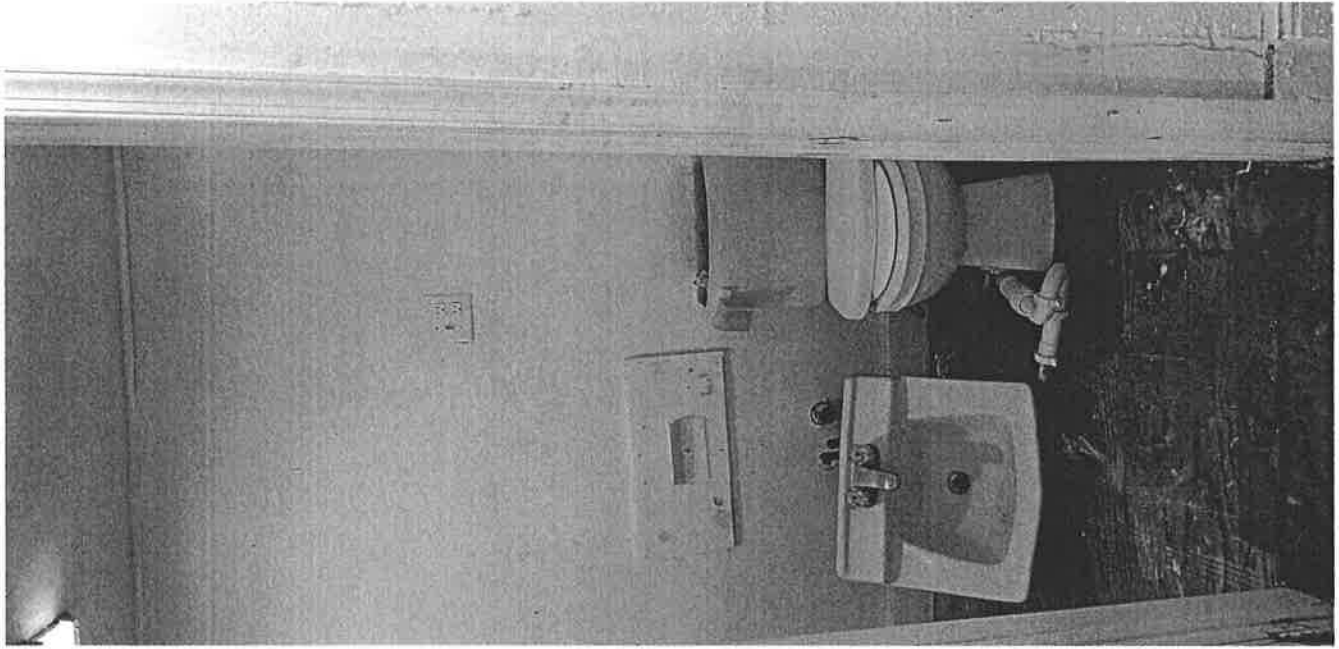
STATE DOCUMENT
FEE PAID

AUG 29 8 58 AM '00

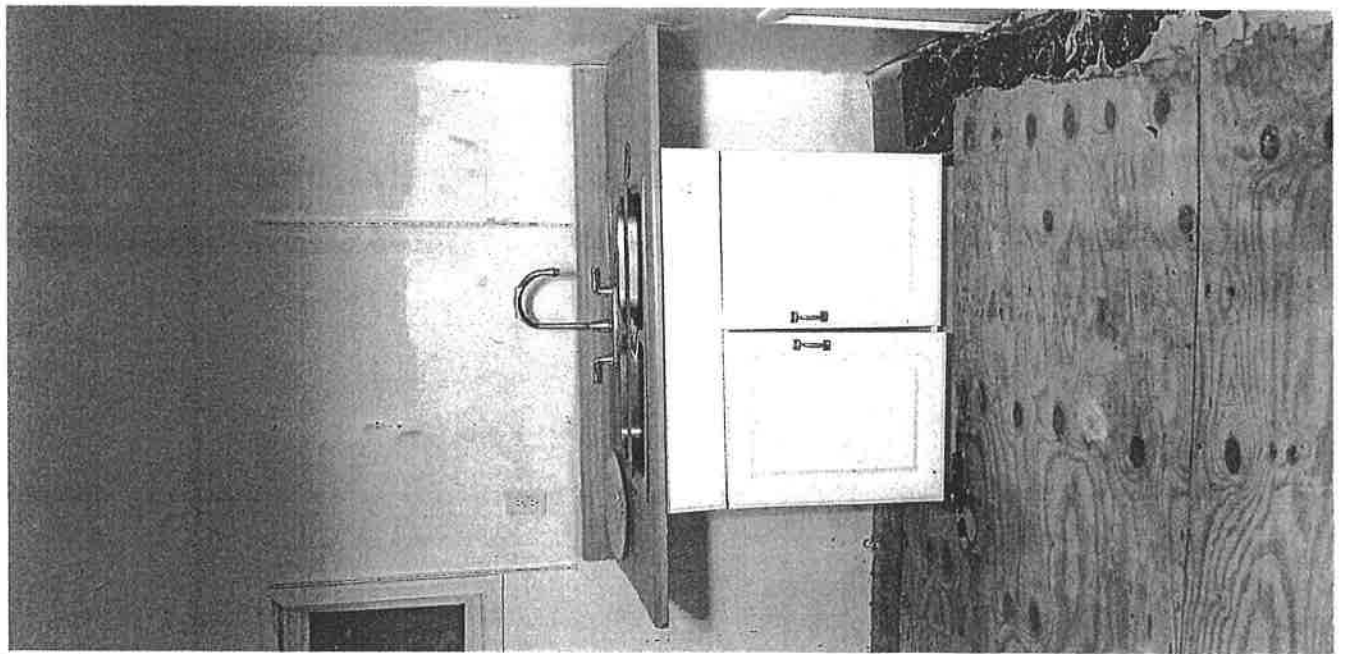
RECORDED BY
R.H. KATNER, JR.
RECORDER OF DEEDS
KENT CO. DELAWARE

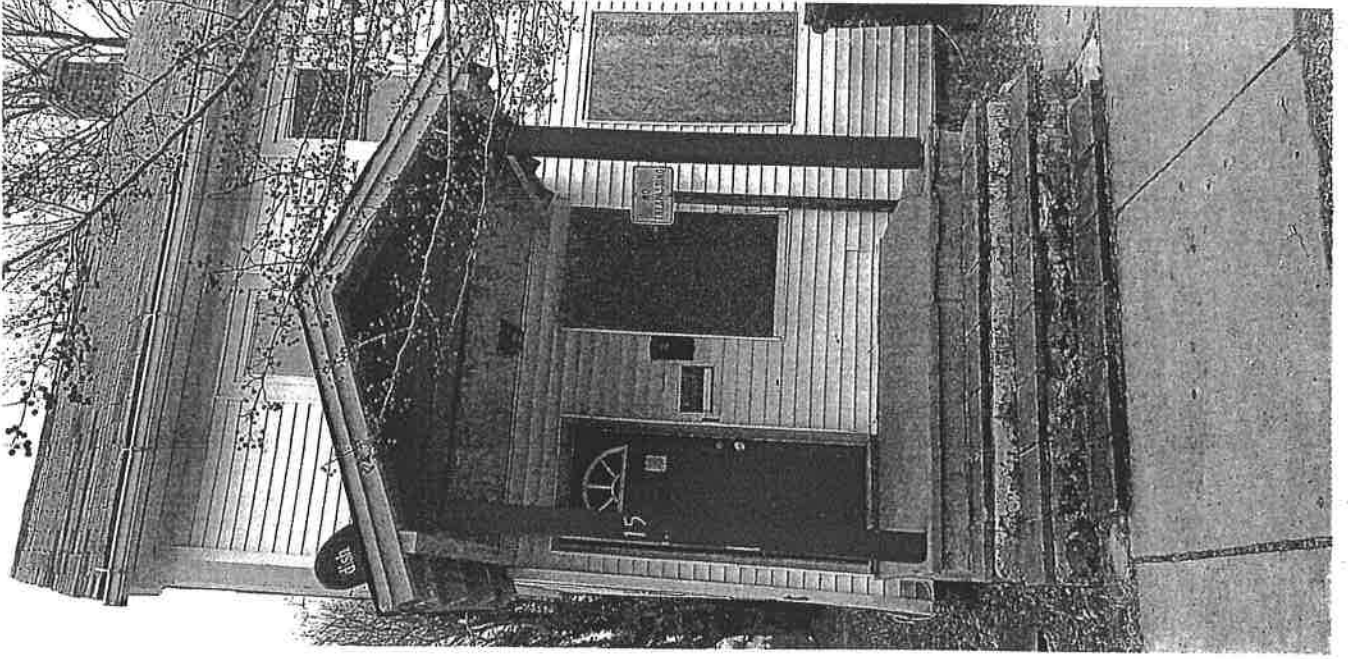


APT # 1 OUTSIDE ENTRANCE

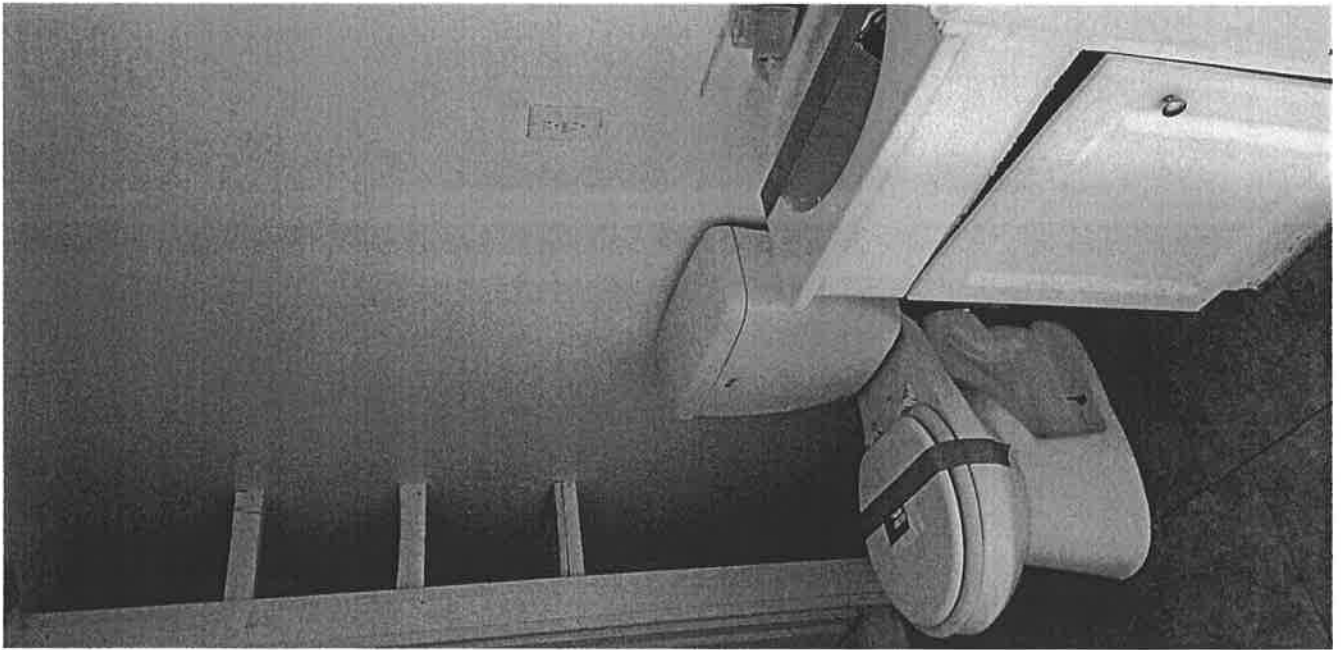
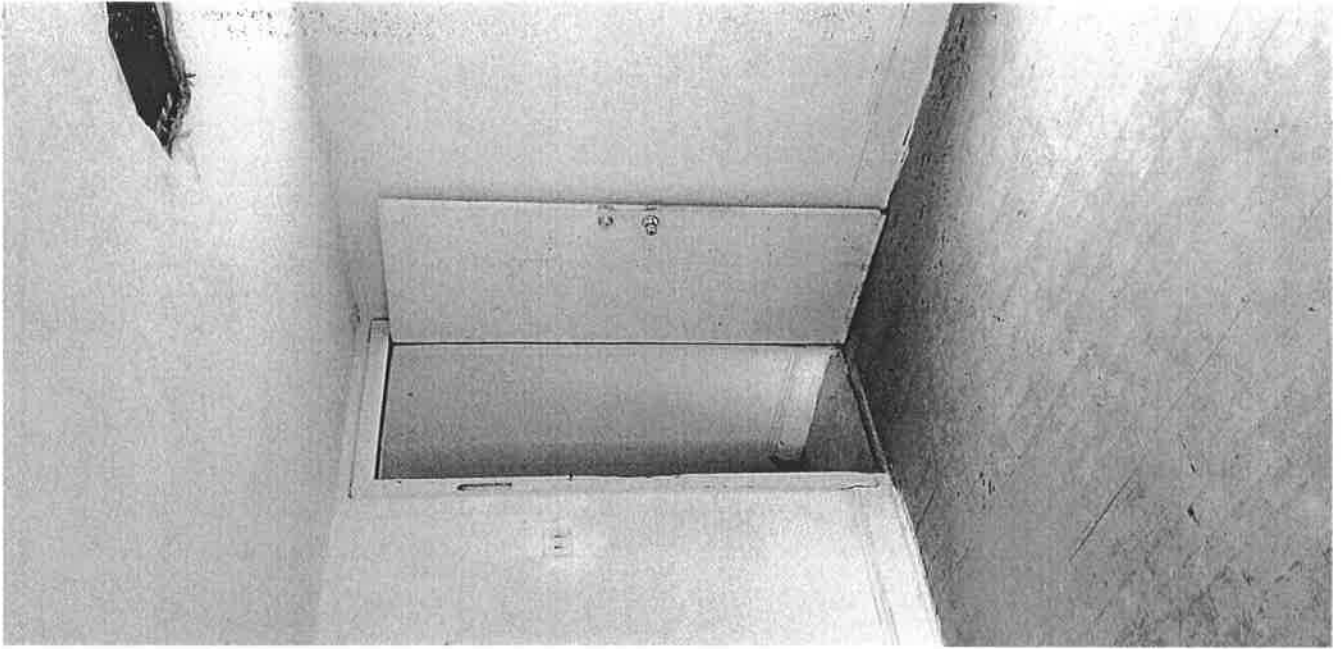


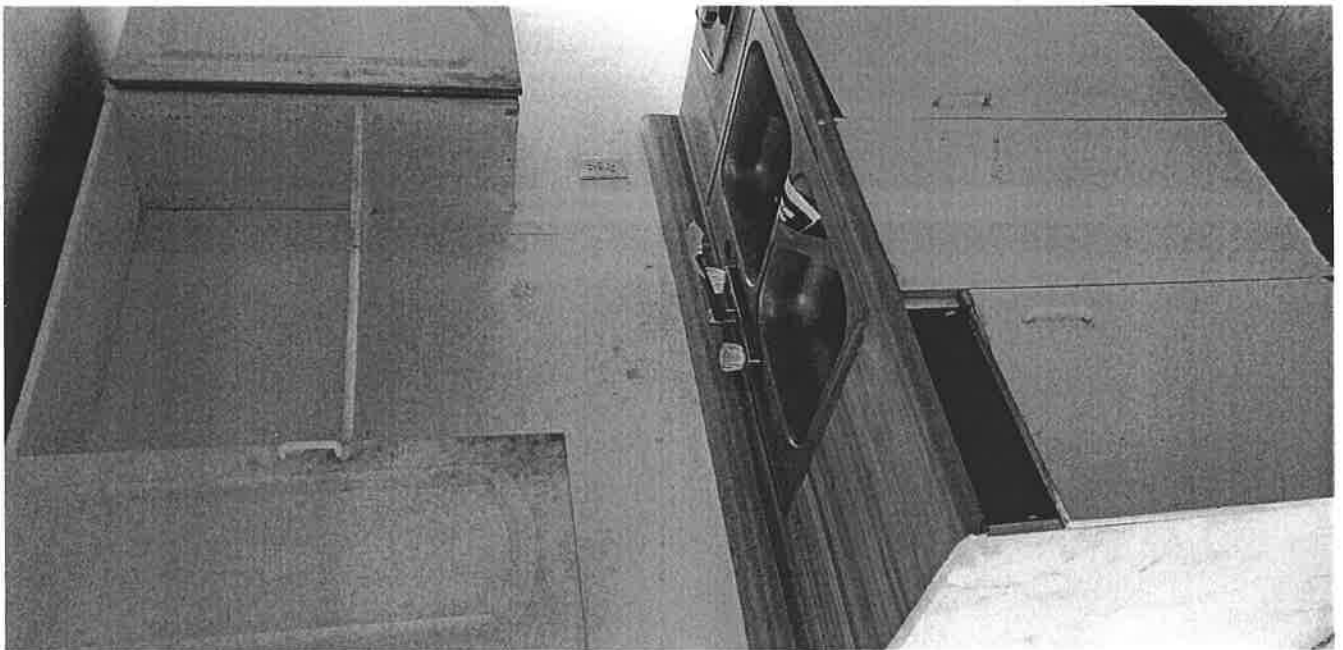
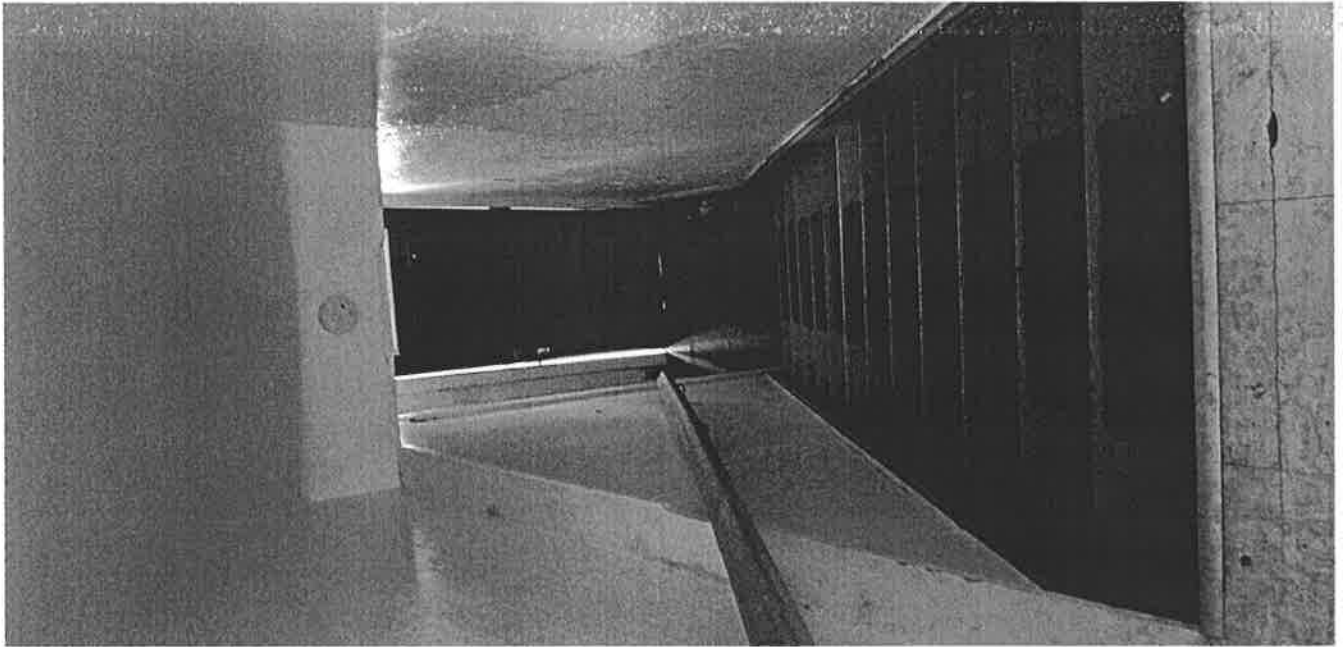
INSIDE ENTRANCE

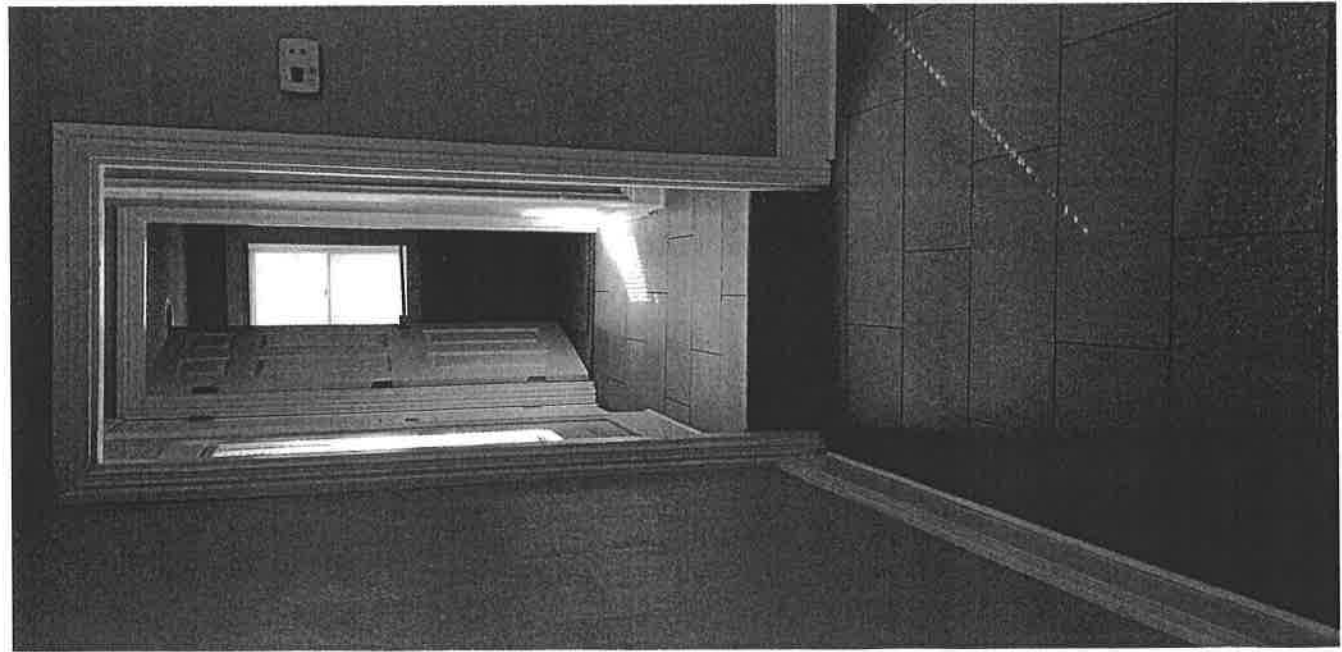
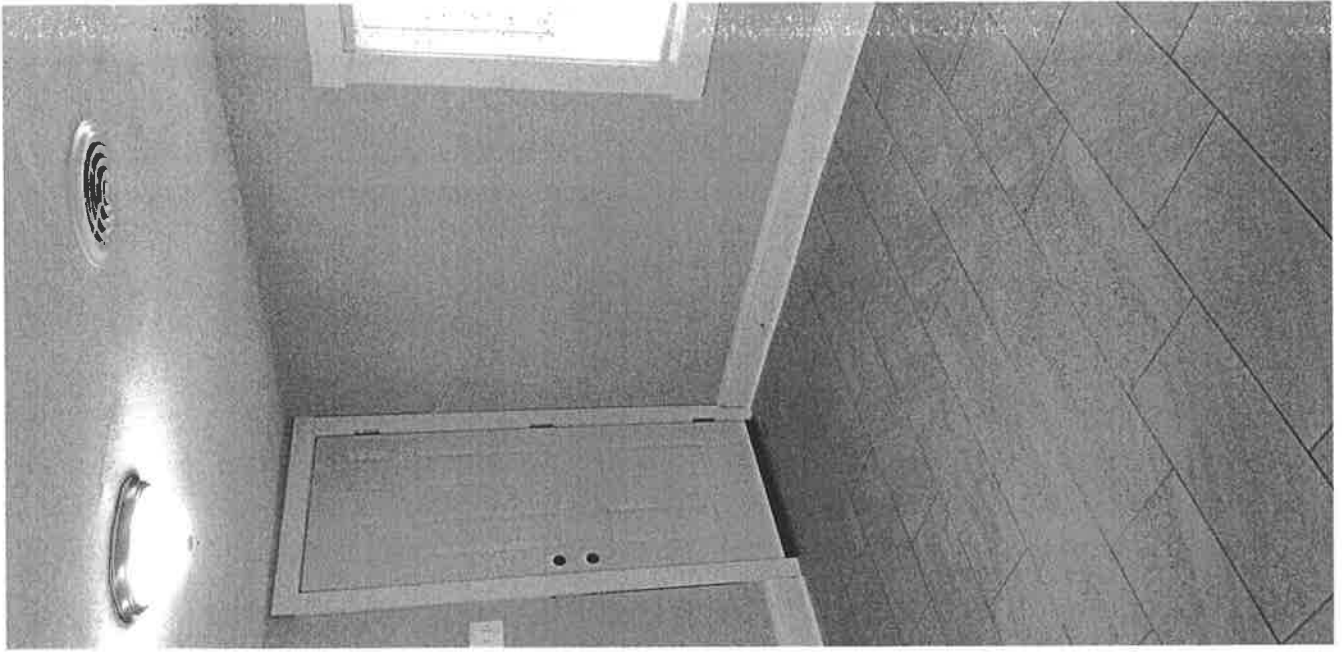




Apt # 2 (before)







APT #2 (Renovations)

