Exhibit # 1

City of Dover

PETITION TO AMEND ZONING DISTRICT
Before The Dover City Council
April 12, 2004

Applicants/Owners: Bramble Charitable Foundation
7244 Blaney Bluffs Lane
Raleigh, NC 27606

Equitable Owner: Dr. Mukesh Patel
1421 Lincoln Ave.
Prospect Park, Pennsylvania 19076

Location: Cedar Chase Drive adjacent to Cedar Chase Apartments behind the Wendy's/Exxon store on Route 13, approximately Northwest ¼ miles southeast of the Route 1 Exit 104.

Size: 5.86 acres +/-

Application Date: February 6, 2004

Present Zoning: RG-2 General Residence Zone

Proposed Zoning: C-4 Highway Commercial Zone

Uses Permitted:
Uses permitted in C-3 Service Commercial Zone: Service establishments including dry cleaning and laundry plants; Wholesale, storage, and warehousing establishments; Bowling alleys, and animal hospitals; Motor vehicle, boat or farm equipment sales or service; Motor vehicle service stations, subject to regulations; Manufacturing, assembling, converting, altering, finishing, cleaning or any other processing of products for sale on or off the premises, subject to restrictions; Newspaper and job printing; Mini-storage facilities.
In addition, the following C-4 Highway Commercial Uses may be permitted: Drive-in facilities designed primarily to provide goods and services to persons while they are in automobiles, including drive-in eating establishments; Motels and eating establishments; Outdoor recreational facilities; Auction establishments, and roadside vegetable markets; Theaters, club houses and places of worship; Establishments selling trailers, and memorial stones; Household moving firms and related storage facilities; Trucking terminals, including service, storage and repair; Building contractors with restrictions; Offices and retail establishments; Adult entertainment establishments, subject to the provisions stated in Article 5, Section 13;
The following uses are permitted, conditional upon the approval of the planning commission: Crematory

Present Use: Vacant, wooded land
Proposed Use: Multi story Hotel

File Number: Z-04-04

Findings and Recommendations of the Dover Planning Commission

This petition was considered at the March 15, 2004 meeting of the Planning Commission. The following members were present at the time of this application: Mr. Friedman, Mr. Nichols, Mrs. Horsey, Mr. Sandusky, Mr. Holt, Mr. Winsley, and Mr. DiMondi.

The Planning Commission recommends that this request for rezoning from RG-2 to C-4 be approved. The motion for approval of the rezoning passed 7-0 of those members present.

The application is to rezone a parcel currently zoned General Residence Zone (RG-2). The land is currently vacant and owned by the Bramble Charitable Foundation. It is located to the west of Route 13 approximately ¼ mile from the northerly Route 1 interchange. The property measures approximately 5.86 acres of generally treed land. The equitable owner, Dr. Mukesh Patel, intends to construct a 4 story hotel with parking for 280 +/- vehicles. The current zoning allows relatively dense residential uses including one family homes with some offices uses interspersed, garden apartments and off street parking related to adjacent C-2 uses. Student housing and multi-family conversions are allowed as conditional uses. The proposed zoning allows a full range of light and medium commercial uses primarily including services providers, warehousing, eating venues and auto and transportation type uses, specifically including motels. The definitions section makes no distinction between hotels and motels.

Surrounding Land Uses:
The site is surrounded by commercial uses, most similar to the proposal. Immediately to the north is a vacant wooded parcel and then the Holiday Inn Express. The property to the west is also vacant and wooded and owned by Delaware Technical College. The properties to the east are commercial on the Route 13 frontage (a combined gas station, convenience store and drive in restaurant immediately adjacent). The properties to the south are a hotel, a restaurant and a larger apartment complex.

Comprehensive Plan:
The Comprehensive Plan Update 2003 Land Development Plan identifies this parcel as Commercial. The proposed use is in compliance with the Plan.

Recommendation of the Planning Staff:
This proposal is consistent with the Comprehensive Plan and is adjacent to similar uses. The merits of the rezoning are consistent with the evolution of the parcels involved. The Planning Staff recommends approval of the request.

ADVISORY COMMENTS TO THE APPLICANT:

1) The applicant is made aware that approval of any rezoning request does not represent Site Development Plan approval. A separate Site Development Plan must be submitted, considered by the DAC and Planning Commission and approved for the development of the property. Such a review does require an elevation and rendering

of the proposed building for the site. The applicant is made aware that the proposed building will be considered in the context of the neighborhood.

2) The applicant is made aware that approval of any rezoning application does not represent a Building Permit approval. A separate application submission showing all improvements is required before issuance of a Building Permit by the City of Dover.

3) The applicant should be aware that the subject site may be impacted by the site development design in the previously approved Site Plan application for S-97-13 Holiday Inn and McDonalds Complex located to the north of this subject property. S-97-13 may include an easement for a future public road right-of-way connecting the complex to Cedar Chase Drive to allow for shared access to adjoining properties.

Public Comments:

The application was represented by Mr. Ron Smith, Esq., Attorney for the applicant; Mr. Bill Stephens, Engineer/surveyor for the project; and Dr. Mukesh Patel, equitable owner.

No one appeared and spoke in regards to the rezoning application.

Agency Comments from DAC Report:

- Department of Public Works has no objections to the rezoning. However, they note that wetlands are likely to exist on the site and site design must provide the appropriate separation distances. They also advise that as part of the site plan approval that right-of-way be dedicated for a future public access road along the eastern property boundary.
- DelDOT has no objections to the rezoning. Their comments note the requirement for traffic generation figures and an intersection analysis for Route 13 and Cedar Chase Drive as part of the site development process.
- Kent Conservation District has no objection to rezoning this site. A Sediment and Stormwater Management Plan is required for any land disturbing activity over 5000 square feet.

Attachments to the Report:

- Development Advisory Committee Application Review Commentary (comment sheets) from the following:
  Department of Public Works
  Delaware Department of Transportation
  Kent Conservation District

CITY OF DOVER

DEVELOPMENT ADVISORY COMMITTEE

APPLICATION REVIEW COMMENTARY

STAFF D.A.C. MEETING DATE: February 26, 2004

CITY OF DOVER PUBLIC WORKS

APPLICATION: Lands of Bramble Charitable Foundation – Rezoning from RG-2 to C-4

FILE#: Z-04-04 **REVIEWING AGENCY:** City of Dover Public Works

CONTACT PERSON: Scott Koenig or Andrew Riggi **PHONE#:** 736-7025

THE SUBJECT PROPOSAL HAS BEEN REVIEWED FOR CODE COMPLIANCE, PLAN CONFORMITY AND COMPLETENESS IN ACCORDANCE WITH THIS AGENCY'S AUTHORITY AND AREA OF EXPERTISE.

THE FOLLOWING ITEMS HAVE BEEN IDENTIFIED AS ELEMENTS WHICH NEED TO BE ADDRESSED BY THE APPLICANT:

CITY AND STATE CODE REQUIREMENTS:

1. Our office has no objection to the proposed rezoning of parcel ED-05-057.01-02-07.01-000.

RECOMMENDATIONS SUGGESTED AS CONDITIONS OF APPROVAL TO MEET CODE OBJECTIVES:

ADVISORY COMMENTS TO THE APPLICANT:

1. The applicant is advised that wetlands are likely to exist on the site. A site investigation should be performed to ensure that the presence of wetlands is incorporated into the site plan design and that all separation distances required by the Code are maintained.

2. The applicant is advised that our office will recommend, as a condition of site plan approval, that a thirty feet (30') wide right-of-way be dedicated to the City along the eastern property boundary adjacent to Lands of MDM, L.L.C. (N.O.F.) to facilitate the construction of a public access road in the future. This request is in accordance with the site plans developed for the Lands of K.W. North, L.L.C. (N.O.F.) and the Lands of MDM, L.L.C.

IF YOU HAVE ANY QUESTIONS OR NEED TO DISCUSS ANY OF THE ABOVE COMMENTS, PLEASE CALL THE ABOVE CONTACT PERSON AND THE PLANNING DEPARTMENT AS SOON AS POSSIBLE.

CITY OF DOVER

DEVELOPMENT ADVISORY COMMITTEE

APPLICATION REVIEW COMMENTARY

D.A.C. MEETING DATE: February 26, 2004

DELDOT

APPLICATION: Lands of Bramble Charitable Foundation - Rezoning

FILE#: Z-04-04 REVIEWING AGENCY: DelDOT

CONTACT PERSON: Richard A. Woodhall PHONE#: 760-2262

THE SUBJECT PROPOSAL HAS BEEN REVIEWED FOR CODE COMPLIANCE, PLAN CONFORMITY AND COMPLETENESS IN ACCORDANCE WITH THIS AGENCY'S AUTHORITY AND AREA OF EXPERTISE.

THE FOLLOWING ITEMS HAVE BEEN IDENTIFIED AS ELEMENTS WHICH NEED TO BE ADDRESSED BY THE APPLICANT:

CITY & STATE CODE REQUIREMENTS:
No comment on the re-zoning.

RECOMMENDATIONS SUGGESTED AS CONDITIONS OF APPROVAL TO MEET CODE OBJECTIVES:

ADVISORY COMMENTS TO THE APPLICANT:
Provide traffic generation figures to determine if any intersection and/or paving improvements will be required.
An intersection analysis (Rt 13/Cedar Chase Drive) will be required to determine the existing level of service and to maintain that level after development.

If you have any questions or need to discuss any of the above comments, please call the above contact person and the planning department as soon as possible.

CITY OF DOVER

DEVELOPMENT ADVISORY COMMITTEE

APPLICATION REVIEW COMMENTARY

D.A.C. MEETING DATE: February 26, 2004

KENT CONSERVATION DISTRICT

APPLICATION: *Lands of Bramble Charitable Foundation - Rezoning*

FILE #: *Z-04-04* **REVIEWING AGENCY:** *Kent Conservation District*

CONTACT PERSON: *Jared Adkins* **PHONE #:** *697-2600, ext. 3*

THE SUBJECT PROPOSAL HAS BEEN REVIEWED FOR CODE COMPLIANCE, PLAN CONFORMITY AND COMPLETENESS IN ACCORDANCE WITH THIS AGENCY'S AUTHORITY AND AREA OF EXPERTISE.

THE FOLLOWING ITEMS HAVE BEEN IDENTIFIED AS ELEMENTS WHICH NEED TO BE ADDRESSED BY THE APPLICANT:

CITY AND STATE CODE REQUIREMENTS:

- *Kent Conservation District has no objection to rezoning this site.*

RECOMMENDATIONS SUGGESTED FOR AS CONDITIONS OF APPROVAL TO MEET CODE OBJECTIVES:

ADVISORY COMMENTS TO THE APPLICANT:

- *A Sediment and Stormwater Management Plan must be approved by our office prior to any land disturbing activity (i.e. clearing, grading, filling, etc.) over 5000 square feet.*
- *A proposed stormwater management area is shown in the wood portion of the site that is labeled "Retain selected trees." As the City of Dover has a tree retention requirement this area should be shown as cleared is that is indeed the intent. .*

Exhibit # 2

City of Dover

PETITION TO AMEND ZONING DISTRICT
Before The Dover City Council
January 12, 2004

Applicants/Owners	Maple Dale Country Club 39 Maple Dale Road Dover, DE 19904
Location:	East of Kenton Road at the intersection of Maple Dale Road and a private access driveway (entrance road to Maple Dale County Club)
Size:	Area of Rezoning: 0.5129 acres +/- (22,341 S.F. +/-) **Revised Area: 0.4938 acres +/- (21,508 S.F. +/-)
Present Zoning:	RC (Recreation & Commercial Zone)
Proposed Zoning:	R-10 (One Family Residence Zone) Permitting agricultural uses, single family detached dwellings on 10,000 S.F. lots, and public buildings. Conditionally permitted are Planned Neighborhood Design – Senior Citizen Housing Option; Planned Neighborhood Design Developments on twenty (20) or more acres with single family and multiple family dwellings and a gross density of 3 units per acre; churches; schools; hospitals; funeral homes; philanthropic and charitable organizations; daycare centers and country clubs/membership clubs.
Present Use:	Vacant land (no buildings, open area)
Proposed Use:	Open area (future minor subdivision)
File Number:	Z-03-08

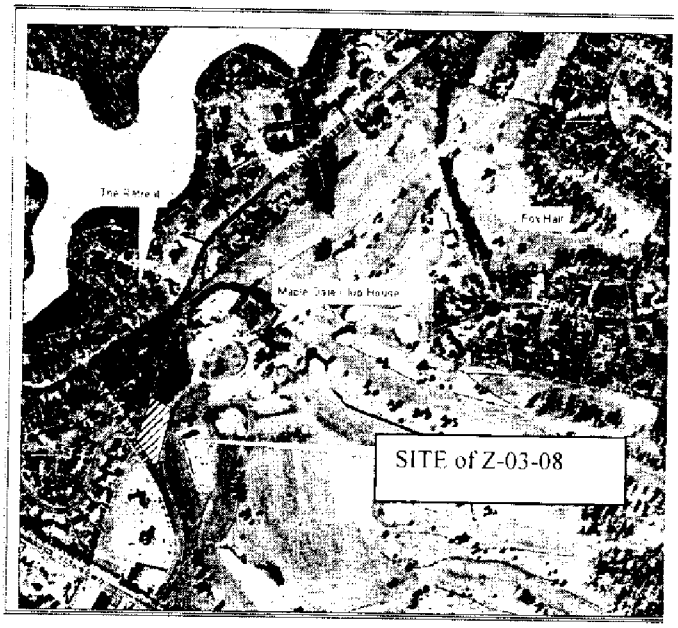
Findings and Recommendations of the Dover Planning Commission

This petition was considered at the December 15, 2003 meeting of the Planning Commission. The following members were present: Chairman Friedman, Mr. Nichols, Mrs. Horsey, Mr. Sadusky, Mr. Holt, Mr. Winsley, Mr. DiMondi, Col. Welsh, and Mr. Von Reider.

The Planning Commission recommends that this request for rezoning from RC to R-10 be approved. The motion for approval of the rezoning passed 9-0 of those members present. The procedure for rezoning (amendment to the zoning map) is outlined in the *Zoning Ordinance* Article 10 §5.

Description of Property:
The area of petition consists of a tract of 0.5129 acres +/- (22,341 S.F. +/-) of the larger parcel. **Note: The area of petition was revised to 0.4938 acres +/- (21,508 S.F. +/-) to comply with DAC comments. ** The property is currently zoned RC (Recreation & Commercial Zone). The proposed zoning classification is R-10 (One Family Residence Zone). This area to be considered for rezoning is located east of Kenton Road at the intersection of Maple Dale Road and a private access driveway. The owner of record is Maple Dale Country Club, Inc.

Surrounding Land Uses:
A series of residential building lots on the east side of Kenton Road and north of Maple Dale Road are zoned R-10 (One Family Residence Zone). Further to the north, The Retreat is zoned RM-2 (Medium Density Residence Zone) and R-10 (One Family Residence Zone).To the east and south of this subject area is the Maple Dale Country Club which includes an 18-hole golf course and country club facilities; it is zoned RC (Recreation & Commercial Zone).



Comprehensive Planning:
The Land Development Plan of the 1996 Comprehensive Plan shows this area as Open Space, Environmentally Sensitive Lands & Recreation. This recognizes the land holdings and land use of the Maple Dale Country Club facility.

The Comprehensive Plan Update 2003 shows this area as Open Space, Conservation, & Recreation. This again recognizes the current land use of the Maple Dale Country Club property as a "golf course and country club." The Comprehensive Plan Update notes Maple Dale Country Club as an example of Private Open Space that provides recreational opportunities for its members. The R-10 zoning classification is considered Low-Density Residential.

Request for R-10 (One Family Residence Zone):
The types of permitted uses are outlined in Article 3 §1. Agricultural uses, single family detached dwellings on 10,000 S.F. lots, and public buildings are permitted. Within the R-10 zone, the conditional uses of the Planned Neighborhood Design – Senior Citizen Housing Option and Planned Neighborhood Design Developments on twenty (20) or more acres with single family and multiple family dwellings and a gross density of 3 units per acre; churches; schools; hospitals; funeral homes; philanthropic and charitable organizations; and country clubs/membership clubs are permitted. The size of this subject area further limits some of these conditional uses.

Article 3 §18 of the Zoning Ordinance outlines the permitted uses in the RC zoning classification. This zone does not permit residential uses. Also the minimum requirement for lot area in the RC zone is five acres. As stated in the Land Subdivision Regulations, "lot sizes shall conform to the requirements of the zoning ordinance" (Article VI §E). In order to subdivide the land, the subject area must be rezoned.

During the review a correction was identified for the proposed property lines. The property line will be revised removing the sign located at the corner of Maple Dale Road and the private driveway from the rezoning subject area. This will also correct the property line to show it at a right angle or radial to the street in order to meet the requirements of the *Land Subdivision Regulations* Article VI §E7. **The revised area calculations were noted during the Planning Commission discussion of this application. The revised area is given as 0.4938 acres +/- (21,508 S.F. +/-).

Recommendation of the Planning Staff:
The Planning Staff recommends that the rezoning from RC to R-10 be approved. Rezoning is necessary for the proposed minor subdivision to meet the code requirements. The proposed zoning classification is compatible with the adjacent properties. The configuration and location of the subject area limits its use as an integral part of the golf course facility.

Public Comments:
The application was represented by Frank Donnelly and Mike Meiser.

The following appeared and spoke in regards to the rezoning application:

- Gene Ruane, City Councilman – He had no comment per say on this application but a procedural question related to rezoning and the Land Development Plan of the Comprehensive Plan Update 2003, especially regarding the recent clarification/information on *Delaware Code* (as identified in a letter from the Office of State Planning Coordination in regards to another rezoning application). He questioned whether this rezoning was in compliance with the land uses depicted on the City's Land Development Plan Map.

Agency Comments from DAC Report:

- Department of Public Works noted the necessity of easements for existing utility poles and a sign. They also noted the requirement for lot lines at right angles to streets (the applicant noted line revisions to account for this during the discussion). Advisory comments also included information on water and sewer services and a request for easement for maintenance of the existing sign.

- City of Dover Electric Department notes that the parcel can not served with electric service until it is subdivided.
- DelDOT has no comments on the rezoning.
- Kent Conservation District has no objection to the rezoning.

ADVISORY COMMENTS TO THE APPLICANT:

1. The rezoning subject area should reflect compliance with the locational requirements for property lines outlined in the *Land Subdivision Regulations* Article VI §E7. This will remove the existing sign from the rezoning subject area and slightly reduce the total area of rezoning. ***The applicant noted during the discussion that the subject area has been revised to remove the existing sign thus reducing the subject area to 21,508 S.F.***

2. The applicant shall be aware that approval of the Rezoning does not represent Subdivision or Site Plan approval. A separate application process for Subdivision or Site Plan approval is required for the development of this property.

3. Planning Commission will provide a recommendation regarding the rezoning application. The City Council will also conduct a public hearing and take final action on the application.

Attachments to the Report:

- Development Advisory Committee Application Review Commentary (comment sheets) from the following:
  - Department of Public Works
  - City of Dover Electric Department
  - Delaware Department of Transportation
  - Kent Conservation District
- Exhibit Location Map

Exhibit # 3

Tax Parcel Number P/O ED-05-077.05-04-40.00-000
Prepared by: Morris. James, Hitchens & Williams
222 Delaware Avenue
10th Floor
Wilmington, DE 19801

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 31st day of December, 2003, by Michael A. Zimmerman and Connie Jo Zimmerman ("Grantors"), husband and wife, in favor of the City of Dover ("Grantee").

WITNESSETH:

WHEREAS, Grantors are the sole owners in fee simple of certain real property in the City of Dover, Kent County and State of Delaware, being a part of tax parcel number ED-05-077.05-04-40.00-000, which is more particularly depicted as the darkened triangular area in Exhibit A which is attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, the Property possesses historical and scenic values of great importance to Grantors, Grantee, the people of the City of Dover, and the people of the State of Delaware (collectively "Conservation Values"); and

WHEREAS, in particular, the Property preserves an historically important land area within a registered historic district that contributes to the significance of the district; and

WHEREAS, Grantors further intend, as owners of the Property, to grant and convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

WHEREAS, Grantee is a governmental unit that is a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantors stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of the current and future generations.

NOW, THEREFORE, in consideration of the payment of one dollar ($1.00) from Grantee to Grantor, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Delaware and in particular 7 Del. C. Chapter 69, Grantors hereby

voluntarily grant and convey to Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

1. Purpose. It is the purpose of this Conservation Easement to assure that the Property will be retained forever in its historic and scenic condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property.

2. Rights of Grantee. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Conservation Easement:

(a) To preserve and protect the Conservation Values of the Property;

(b) To enter upon the Property at reasonable times in order to monitor Grantors' compliance with and otherwise enforce the terms of the Conservation Easement; provided that such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the property that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) No building, subdivision, development, road, sign, billboard, fence, utility or other structure of any kind shall be erected or placed on the Property.

(b) The dumping of ashes, trash, rubbish, or any other unsightly or offensive material on the Property is prohibited.

(c) Nothing shall be erected on the Property which would impair the visibility of the Property from street level.

(d) Any rezoning or further subdivision of the Property is prohibited.

4. Reserved Rights. Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or to permit or invite other individuals to engage in all uses of the Property that are not expressly prohibited herein and that are not inconsistent with the purpose of this Conservation Easement.

5. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantors to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of the Conservation Easement. Whenever notice is required Grantors shall notify Grantee in writing not less than fifteen (15) days prior to the date Grantors intend to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee the opportunity to make an informed judgment as to its consistency with the purpose of this Conservation Easement.

6. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within fifteen (15) days of receipt of Grantors' written request therefore. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of the Conservation Easement.

7. Grantee's Remedies. In the event of a violation of this Conservation Easement, Grantee shall give written notice to Grantors or other violator of such violation and demand corrective action sufficient to cure the violation and restore the portion of the Property so injured. In the event the violation continues or the injury to the Property is not cured within thirty (30) days of the written notice from Grantee, the Grantee, or its successor or assign, may institute a suit to enjoin by exparte, temporary and/or permanent mandatory or prohibitive injunction such violation, to require the restoration of the Property to its prior condition, or in the alternative to sue for damages for breach of covenant. Grantee shall have the right to seek any remedy at law or in equity, including specific performance, to enforce the provision set forth herein without the necessity of proving either actual damages or the inadequacy of other available legal remedies. Grantee's remedies described herein shall be cumulative and the pursuit of any one remedy shall not impair or be construed as a waiver of any other remedies. Nothing contained herein shall be construed to entitle Grantee to bring any action for any injury or change in the Property resulting from causes beyond Grantors' control including as for example, fire, flood, or storm.

8. Costs of Enforcement. Any costs incurred by a party in enforcing the terms of this Conservation Easement against the other party, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Conservation Easement shall be borne by the prevailing party.

9. Forbearance. Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

10. Acts Beyond Grantors' Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

11. Access. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

12. Costs and Liabilities. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of liability insurance coverage in such amounts and from such companies as determined by Grantors in their judgment reasonably exercised. Grantors shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantors.

13. Taxes. Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee, upon request, with satisfactory evidence of payment.

14. Hold Harmless. Grantors shall hold harmless, indemnify, and defend Grantee and its successors and assigns (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties (in which case such indemnity obligation shall be limited to the determination of the proportionate share of the Grantors' negligence); (2) the obligations specified in Paragraphs 7 and 8 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property in such amounts which cause a violation of local, state or federal environmental laws. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance which is regulated under any federal, state or local law.

15. Percentage Interests/Valuation. For purposes of allocating proceeds pursuant to Paragraphs 16 and 17, Grantors and Grantee stipulate that as of the date of this Conservation Easement, Grantors and Grantee are each vested with real property interests in the Property and that such interests have a stipulated percentage interest in the fair market value of the Property. Said percentage interests shall be determined by the ratio of the value of the Conservation Easement on the effective date of this Conservation Easement to the value

of the Property unencumbered by the Conservation Easement on the effective date of this Conservation Easement. The values on the effective date of the Conservation Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Code. The parties shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. For purposes of this Paragraph 15, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant, and the percentage interests of Grantors and Grantee in the fair market value of the Property thereby determinable shall remain constant.

16. Extinguishment. If circumstances arise in the future that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, in which case Grantors and Grantee shall share in any proceeds resulting from a sale in accordance with their respective percentage interests in the fair market value of the Property, as such interests are determined under the provisions of Paragraph 16.

17. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Conservation Easement, in whole or in part, Grantors and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantors and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantors and Grantee shall be entitled to compensation from the proceeds of such taking in conformity with the provisions of Paragraphs 16 and 17 unless otherwise provided by law.

18. Application of Proceeds. Grantee shall use any proceeds received under the circumstances described in Paragraphs 16 or 17 in a manner consistent with the conservation purposes of this grant.

19. Assignment. Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is (a) a qualified organization at the time of transfer under Section 170(h) of the Code (or any successor provision then applicable), and (b) authorized to acquire and hold conservation easements under Delaware law. As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

20. Subsequent Transfers. Grantors agree to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantors divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors will endeavor to give prior written notice to Grantee of the transfer of any interest at least ten (10) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair (a) the validity of this

Conservation Easement, (b) the enforceability of this Conservation Easement, and (c) the validity of any transfer.

21. Recordation. This instrument shall be recorded in the office of the Recorder of Deeds for Kent County, Delaware at the cost of Grantors.

22. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Delaware.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of 7 Del. C. Chapter 69. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment signed by Grantors and Grantee.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

(f) Recitals. The terms of the Recitals are incorporated herein as substantive provisions.

(g) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on the day and year aforesaid.

Signed, sealed and delivered
in the presence of:

_____

_____

_____ (SEAL)
Michael A. Zimmerman

_____ (SEAL)
Connie Jo Zimmerman

STATE OF DELAWARE)
) SS.
COUNTY OF KENT)

BE IT REMEMBERED, that on this 31st day of December, 2003, personally appeared before me, the undersigned, a Notary Public for the State of Delaware, MICHAEL A. ZIMMERMAN and CONNIE JO ZIMMERMAN, parties to the foregoing Conservation Easement, known to me personally to be such, and duly acknowledged the foregoing Conservation Easement to be their act and deed.

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

Joan C. Schuler
Notary Public

My commission expires:

JOAN C. SCHULER
Notary Public
State of Delaware
My Commission Expires Dec. 2, 2007



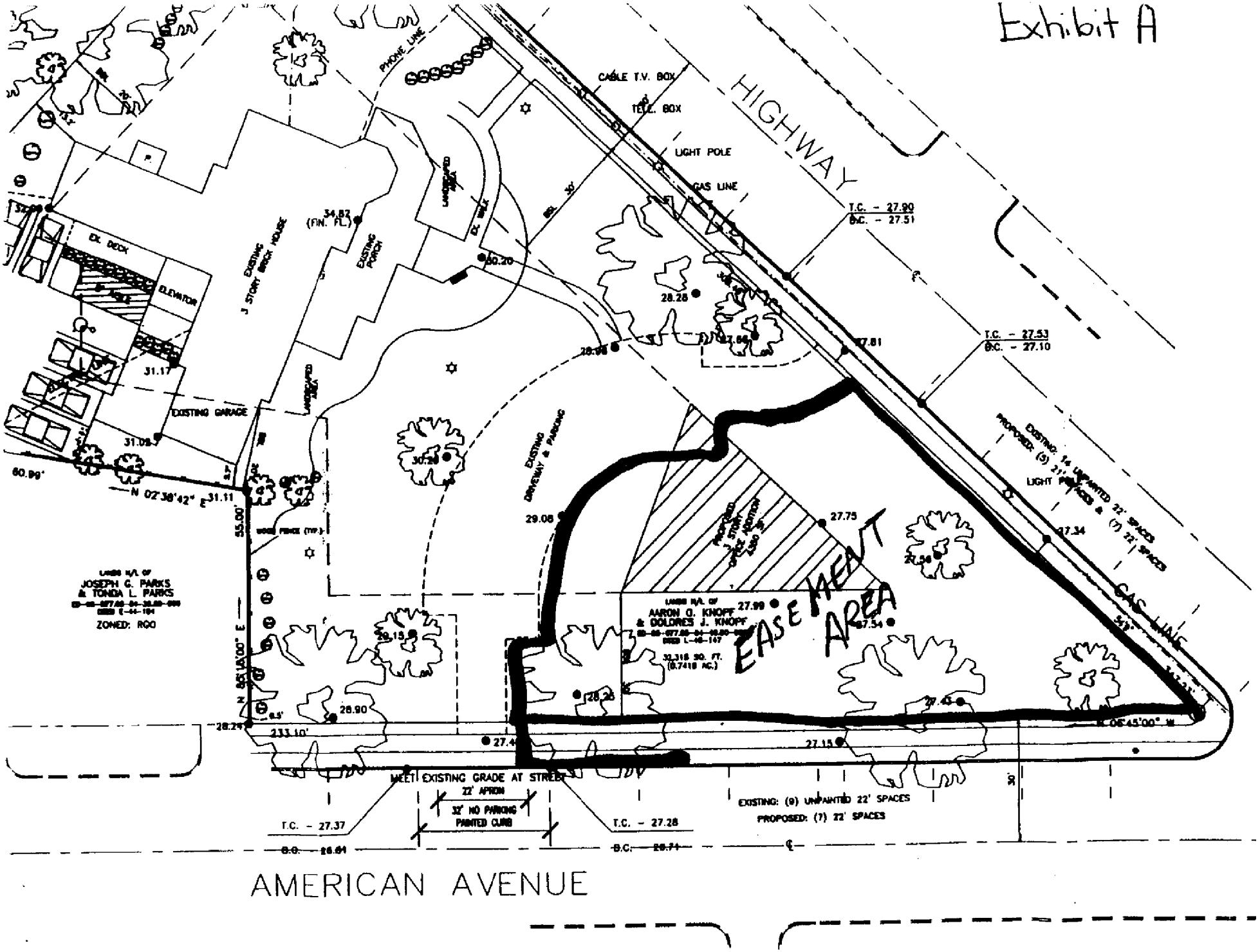

Exhibit A
HIGHWAY
CABLE T.V. BOX
TELE. BOX
LIGHT POLE
GAS LINE
PHONE LINE
T.C. - 27.90
B.C. - 27.51
T.C. - 27.53
B.C. - 27.10
EX. DECK
ELEVATOR
3 STORY BRICK HOUSE
EXISTING PORCH
EXISTING GARAGE
EXISTING DRIVEWAY & PARKING
LANDSCAPED AREA
WIRE FENCE (TYP.)
N 02°38'42" E
31.11
55.00'
N 85°14'00" E
233.10'
N 05°45'00" W
60.99'
LANDS N/L OF
JOSEPH G. PARKS
& TONDA L. PARKS
ZONED: RGO
LANDS N/L OF
AARON O. KNOPP
& DOLORES J. KNOPP
32,318 SQ. FT.
(0.7418 AC.)
EASEMENT AREA
PROPOSED 2 STORY HOUSE
EXISTING: (9) UNPAINTED 22' SPACES
PROPOSED: (7) 22' SPACES
MEET EXISTING GRADE AT STREET
22' APRON
32' NO PARKING
PAINTED CURB
T.C. - 27.37
B.C. - 26.84
T.C. - 27.28
B.C. - 26.74
AMERICAN AVENUE

Exhibit #4

MEMORANDUM OF UNDERSTANDING
WITH REGARD TO THE
REAL ESTATE TAX ASSESSMENT FOR
TAX PARCEL NO. ED-05-077.05-04-40.00-000

This Memorandum of Understanding ("Memorandum") is made this ___ day of _____, 2004, by and between **Michael A. Zimmerman** and **Connie Jo Zimmerman** (the "Zimmermans"), husband and wife, and **The City of Dover**.

BACKGROUND

The Zimmermans are the sole owners in fee simple of certain real property in the City of Dover, Kent County, State of Delaware, being Tax Parcel No. ED-05-077.05-04-40.00-000 which is set forth as Exhibit A to a Conservation Easement which is attached hereto and made a part hereof by this reference (the "Entire Property"). A portion of the Entire Property which is more particularly depicted as the darkened triangular area on Exhibit A to the Conservation Easement (the "Property") possesses historical and scenic values of great importance to the Zimmermans, the City of Dover and both the people of the City of Dover and State of Delaware (collectively "Conservation Values"). The Property preserves a historically important land area within a registered historic district that contributes to the significance of that district.

In furtherance of the preservation of the historical significance of the Property, the Zimmermans and the City of Dover executed a conservation easement dated December 31, 2003 ("Conservation Easement"). It is the intention of the parties to record the Conservation Easement shortly after this Memorandum is executed. The Conservation Easement provides in part that the City of Dover "agrees by accepting this grant to honor the intentions of [the Zimmermans] ... and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of current and future generations." The Conservation Easement sets forth in detail the rights and obligations of the parties.

The Zimmermans acknowledge that the City of Dover entered into the Conservation Agreement as an accommodation to them. The City of Dover has sought assurances from the Zimmermans that they will not apply to the City of Dover now or in the future for a reduction in the real property tax assessment of the Entire Property based solely upon any diminution in value as a result of the Property being subject to the Conservation Easement.

At the time of the grant of the Conservation Easement, the Zimmermans orally acknowledged that they would not seek a reduction and they now wish to memorialize their agreement in writing.

TERMS

NOW THEREFORE, in consideration of the payment of ONE DOLLAR ($1.00) from the Zimmermans to Dover, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, and conditions as set forth herein, the parties agree to the terms and conditions set forth herein.

1. Commitment Not to Seek Reduced Tax Assessment. The Zimmermans shall not seek to reduce the real property tax assessment of the Entire Property solely on the basis that the Property is subject to a Conservation Easement.

2. Whole Agreement and Amendments. This Agreement sets forth all of the terms and conditions of the parties hereto with respect to the matter of the impact of the Conservation Easement upon the real estate tax assessment of the Entire Property. No alteration, amendment, modification or waiver by either party with respect to this matter shall be valid unless the same shall be in writing and signed by both parties.

3. Recitals. The terms of the "Background" section are incorporated herein as substantive provisions.

4. Governing Law. This Memorandum and all matters arising hereunder shall be governed by the laws of the State of Delaware.

5. Successors and Assigns. The terms and conditions of this Memorandum shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, executors, heirs, successors, and assigns.

6. Conflict. In the event of any conflict or inconsistency between the terms of this Memorandum and the terms of Construction Easement with regard solely to the issue of the real property tax assessment of the Entire Property, the terms and conditions of this Memorandum shall govern and control.

7. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Memorandum under seal as of the day and year first above written.

Signed, Sealed and Delivered
In The Presence Of:

_____ _____(Seal)
Michael A. Zimmerman

_____ _____(Seal)
Connie Jo Zimmerman

Consented to this _____ day of _____, 2004.

CITY OF DOVER

_____ By: _____(Seal)
Name:

Title: