

with a copy to:

Richard P. Beck, Esquire
Morris, James, Hitchens & Williams LLP
222 Delaware Avenue, 10th Floor
P.O. Box 2306
Wilmington, DE 19899-2306

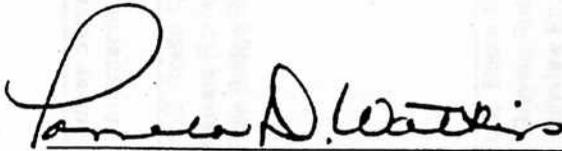
All notices shall be in writing, shall be delivered or mailed by first class mail, postage prepaid, or Federal Express (or similar overnight delivery service or other third party courier service which provides a written receipt) and shall be effective when delivered or three (3) business days after mailing.

9. New Castle County. The Developer shall promptly provide a copy of this Agreement, when fully executed, to the Land Use Department of New Castle County and shall carry out its provisions in expedited and prioritized consultation with the Land Use Department of New Castle County. If and when New Castle County may wish to join in this Agreement, DelDOT and the Developer shall cooperate in achieving such joinder on an expedited basis.

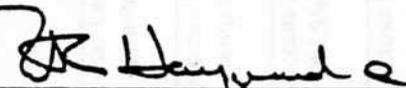
10. Scope and Effect. The undertakings of the Developer in this Agreement may be transferred or assigned to any entity, it being hereby mutually affirmed that the provisions of this Agreement are and shall be valid, binding upon and enforceable by and against the parties and their respective successors and assigns, in accordance with its terms. Each party confirms its due authority and sufficient capacity to enter into and perform this Agreement, without joinder by or approval of any other person or entity.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

Witness/Attest:



Delaware Department of Transportation

By: 
Title: Secretary



Blenheim Bayberry, LLC

By: Jay N Schell
Title: Authorized Member

Exhibits