

**COPY**

COUNTY OF JAMES CITY, VIRGINIA

DECLARATION OF COVENANTS  
INSPECTION/MAINTENANCE OF DRAINAGE SYSTEM

THIS DECLARATION, made this 8th day of **September, 2008**, between **POWHATAN ENTERPRISES, INC**, and all successors in interest, ("COVENANTOR(S)"), owner(s) of the following property:

Parcel Identification Number: **3830100032A**

Legal Description: **2.53 AC CORNER OF NEWS RD & MONTICELLO AVE; POWHATAN ENTERPRISES, INC**

Document No. **060031464**

OR Deed Book \_\_\_\_\_, Page No. \_\_\_\_\_,  
and the County of James City, Virginia ("COUNTY.")

WITNESSETH:

NOW, THEREFORE I (We), the COVENANTOR(S), with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interests in the property described above, do hereby covenant with the COUNTY as follows:

1. The COVENANTOR(S) shall provide maintenance for the drainage system including any runoff control facilities, conveyance systems and associated easements, hereinafter referred to as the "SYSTEM," located on and serving the above-described property to ensure that the SYSTEM as it exists as of the date of this Declaration is and remains in proper working condition in accordance with approved design standards as reflected in the system, and with the law and applicable executive regulations. The SYSTEM shall not include any elements located within any Virginia Department of Transportation rights-of-way.

2. Maintenance costs regarding the SYSTEM shall be the responsibility of those properties contributing ("CONTRIBUTING PROPERTIES") to the SYSTEM. The COVENANTOR(S) and the CONTRIBUTING PROPERTIES shall, by a private separate agreement, determine the apportionment of maintenance costs.

3. If necessary, the COVENANTOR(S) shall levy regular or special assessments against all present or subsequent owners of property served by the SYSTEM to ensure that the SYSTEM is properly maintained.

4. The COVENANTOR(S) shall provide and maintain perpetual access from public right-of-ways to the SYSTEM for the COUNTY, its agent and its contractor.

5. The COVENANTOR(S) shall grant the COUNTY, its agent and its contractor a right of entry to the SYSTEM for the purpose of inspecting, monitoring, operating, installing, constructing, reconstructing, maintaining or repairing the SYSTEM.

6. If, after reasonable notice by the COUNTY, the COVENANTOR(S) shall fail to maintain the SYSTEM in accordance with the approved design standards and with the law and applicable executive regulations, the COUNTY may perform all necessary repair or maintenance work, and the COUNTY may assess the COVENANTOR(S) and/or all property served by the SYSTEM for the cost of the work and any applicable penalties.

Return to: James City County Attorney's Office, 101-C Mounts Bay Rd., Williamsburg, VA 231285

*Instrument # 080022990 1 of 3 Recorded on Sept. 12, 2008*

7. The COVENANTOR(S) shall indemnify and save the COUNTY harmless from any and all claims for damages to persons or property arising from the installation, construction, maintenance, repair, operation or use of the SYSTEM.

8. The COVENANTOR(s) shall promptly notify the COUNTY when the COVENANTOR(S) legally transfers any of the COVENANTOR(S)' responsibilities for the SYSTEM. The COVENANTOR(S)' shall supply the COUNTY with a copy of any document of transfer, executed by both parties.

9. The covenants contained herein shall run with the land and shall bind the COVENANTOR(S) and the COVENANTOR(S)' heirs, executors, administrators, successors and assignees, and shall bind all present and subsequent owners of property served by the SYSTEM.

10. This COVENANT shall be recorded in the County Land Records.

IN WITNESS WHEREOF, the COVENANTOR(S) have executed this DECLARATION OF COVENANTS as of the date first above written.

COVENANTOR(S)

*Lawrence E. Beamer*

Signature

*Lawrence E. Beamer, President*

Print Name and Title

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF James City, to wit:

I hereby certify that on this 9<sup>th</sup> day of September 2008, before the subscribed, a Notary Public for the Commonwealth of Virginia, personally appeared Lawrence E. Beamer and did acknowledge the foregoing instrument to be his/her Act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9<sup>th</sup> day of September 2008.

[SEAL]

*Melanie J. Davis*  
Notary Public

Notary Registration Number: 7014335

My Commission expires: 12/31/10



COVENANTOR(S)

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to wit:

I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before the subscribed, a Notary Public for the Commonwealth of Virginia, personally appeared \_\_\_\_\_ and did acknowledge the foregoing instrument to be his/her Act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public

Notary Registration Number: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Approved as to form:

Assistant

[Signature]  
County Attorney

This Declaration of Covenants prepared by:

Name: LAWRENCE K. BEARD

Print Name: Roberta L. Beardslee

Title: PRESIDENT

Address: 212 Robtson Secondary  
Willistonburg, Va 23188

Phone Number: 757-880-6030

EROSION AND SEDIMENT CONTROL NOTES

THE PURPOSE OF THE EROSION CONTROL MEASURES SHOWN ON THESE PLANS SHALL BE TO PRECLUDE THE TRANSPORT OF ALL WATERBORNE SEDIMENTS RESULTING FROM CONSTRUCTION ACTIVITIES FROM ENTERING ADJACENT PROPERTIES OR STATE WATERS...

Table with 3 columns: MARK, REVISION DESCRIPTION, DATE. Lists various revisions from 1 to 25, including items like 'REV LOC. OF 20" & 16" WATER METERS, VAULTS, AND HYDRANTS' and 'ADD 4" SAN LAT & 1000 GAL GREASE TRAP'.

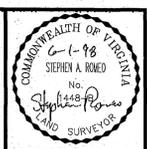
- GENERAL NOTES
1. ALL WORK TO BE IN ACCORDANCE WITH THE VIRGINIA DEPARTMENT OF TRANSPORTATION, ROAD AND BRIDGE SPECIFICATIONS, DATED 1994, AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION, ROAD AND BRIDGE STANDARDS 1993, UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITTING AND POSTING EROSION AND SEDIMENT CONTROL BOND.

- 1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK, CURRENT EDITION.
2. ALL POINTS OF CONSTRUCTION INGRESS AND EGRESS SHALL BE PROTECTED BY A TEMPORARY CONSTRUCTION ENTRANCE TO PREVENT TRACKING OF MUD ONTO PUBLIC RIGHT-OF-WAYS...

EXISTING NEWS ROAD



COUNTY OF JAMES CITY FINAL SITE PLAN
APPROVALS: Fire Dept, Health Dept, VDOT, Planning, Engineer, Zoning Adm., JCBA, County Eng., REA.
PLAN SCALE: 1"=20'
GRAPHIC SCALE IN FEET: 0 10 25 50 75



Langley and McDonald, P.C.
Engineers - Surveyors - Planners
Landscape Architects - Environmental Consultants
WILLIAMSBURG, VIRGINIA



Table with 2 columns: U.S., U.S.
Rows: MRG, MRG, CHK, DEW
DATE: 24-SEPT-97

MATCH LINE - SEE SHEET C-11
DRAINAGE, UTILITIES AND GRADING PLAN
MONTECELLO MARKETPLACE
WILLIAMSBURG, VIRGINIA
FOR
MONTECELLO MARKETPLACE ASSOCIATES L.L.C.
SHEET C10 OF
DISK LAYOUT13.DWG
PROJ. NO. 96046-07
DWG. 5925C W

MATCH LINE - SEE SHEET C-13



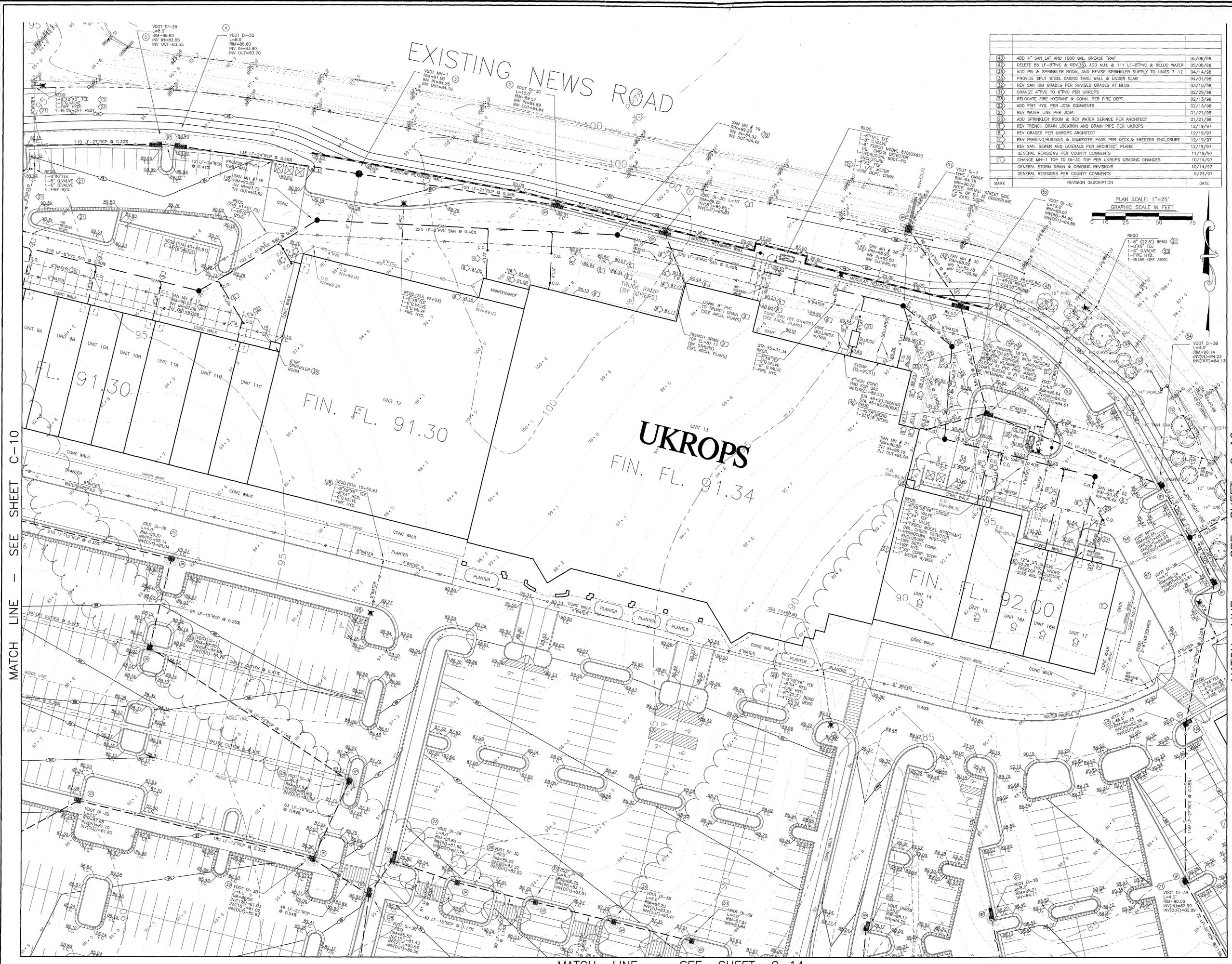
**Langley and McDonald, P.C.**  
Engineers · Surveyors · Planners  
Landscape Architects · Environmental Consultants  
VIRGINIA BEACH



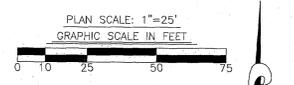
DES.	MRG
DWN.	MRG
CHK.	DEW
DATE	24-SEPT-97

**DRAINAGE, UTILITIES AND GRADING PLAN**  
**MONTICELLO MARKETPLACE**  
WILLIAMSBURG, VIRGINIA  
FOR  
**MONTICELLO MARKETPLACE ASSOCIATES L.L.C.**

SHEET	C11	OF	
DISK	LAYOUT13.DWG		
PROJ. NO.	96046-07		
DWG.	5925C W		



MARK	REVISION DESCRIPTION	DATE
(1)	ADD 4" SAN LAT AND 100D GAL GREASE TRAP	05/08/98
(2)	DELETE 85 LF-8" PVC & REV. 35' ADD N.H. & 111 LF-8" PVC & RELOC WATER	05/08/98
(3)	ADD FV & SPRINKLER ROOM AND REVISE SPRINKLER SUPPLY TO UNITS 7-12	04/14/98
(4)	PROVIDE SPIST STEEL CASING THRU WALL & UNDER SLAB	04/10/98
(5)	REV SAN RM GRADIES PER REVISED GRADIES AT BLDG	03/10/98
(6)	CHANGE 4" PVC TO 6" PVC PER UKROPS	02/25/98
(7)	RELOCATE FIRE HYDRANT & CONN. PER FIRE DEPT.	02/13/98
(8)	ADD FIRE HYD. PER JCSA COMMENTS	02/13/98
(9)	REV WATER LINE PER JCSA	01/21/98
(10)	ADD SPRINKLER ROOM & REV WATER SERVICE PER ARCHITECT	01/21/98
(11)	REV TRENCH DRAIN LOCATION AND DRAIN PIPE PER UKROPS	12/19/97
(12)	REV GRADIES PER UKROPS ARCHITECT	12/19/97
(13)	REV PARKING BUILDING & DUMPSTER PADS PER DECK & FREEZER ENCLOSURE	12/19/97
(14)	REV SAN. SEWER AND LATERALS PER ARCHITECT PLANS	12/19/97
(15)	GENERAL REVISIONS PER COUNTY COMMENTS	11/19/97
(16)	CHANGE MH-1 TOP TO DI-3C TOP PER UKROPS GRADING CHANGES	10/14/97
(17)	GENERAL STORM DRAIN & GRADING REVISIONS	10/14/97
(18)	GENERAL REVISIONS PER COUNTY COMMENTS	9/24/97



MATCH LINE - SEE SHEET C-10

MATCH LINE - SEE SHEET C-12

MATCH LINE - SEE SHEET C-14

**JAMES CITY SERVICE AUTHORITY  
GENERAL NOTES - SANITARY SEWER**

- ALL COMPONENTS OF THE SANITARY SEWER SYSTEM SHALL BE INSTALLED AND TESTED IN ACCORDANCE WITH THE LATEST EDITION OF THE JAMES CITY SERVICE AUTHORITY STANDARDS AND SPECIFICATIONS FOR SANITARY SEWER SYSTEMS AND THE VIRGINIA SEWERAGE REGULATIONS.
- THE DEVELOPER'S REPRESENTATIVE SHALL SUBMIT A LIST OF MATERIALS FOR APPROVAL TO THE JAMES CITY SERVICE AUTHORITY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- SEWER LINES SHALL BE INSTALLED AFTER ROUGH GRADING AND PRIOR TO PLACEMENT OF THE BASE MATERIAL.
- ALL APPROVED EROSION AND SEDIMENT CONTROL REQUIREMENTS SHALL BE OBSERVED DURING SEWER LINE CONSTRUCTION.
- ALL SEWERS SHALL BE MIRRORED AND PRESSURE TESTED IN ACCORDANCE WITH JAMES CITY SERVICE AUTHORITY STANDARDS.
- AFTER TESTING IS COMPLETE AND ALL COMPONENTS OF THE SEWER SYSTEM ARE ACCEPTABLE TO THE JAMES CITY SERVICE AUTHORITY, AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE SERVICE AUTHORITY. NO WASTEWATER FLOW SHALL BE ALLOWED TO ENTER THE SANITARY SEWER SYSTEM UNTIL AS-BUILT DRAWINGS ARE RECEIVED AND CHECKED FOR ACCURACY BY THE JAMES CITY SERVICE AUTHORITY. ANY DISCREPANCIES NOTED DURING THE AS-BUILT INSPECTION SHALL BE CORRECTED BY THE DEVELOPER'S REPRESENTATIVES WITHIN 30 DAYS.
- ROUTINE PERIODIC INSPECTIONS DURING CONSTRUCTION WILL BE PROVIDED BY THE JAMES CITY SERVICE AUTHORITY. THESE INSPECTIONS DO NOT RELIEVE THE DEVELOPER FROM HIS OBLIGATION AND RESPONSIBILITY FOR CONSTRUCTING A SANITARY SEWER SYSTEM IN STRICT ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE JAMES CITY SERVICE AUTHORITY.
- ANY CHANGES TO THE FINAL PLANS SHALL BE APPROVED BY THE JAMES CITY SERVICE AUTHORITY AND SHALL BE ACCURATELY INDICATED ON THE AS-BUILT DRAWINGS.
- ALL LOTS SHALL BE PROVIDED WITH SEWER SERVICE CONNECTIONS. THE CONNECTIONS SHALL BE EXTENDED FROM THE MAIN TO THE PROPERTY LINE OR EASEMENT LINE. ALL SHALL TERMINATE WITH A WYE, FITTING, PLUG AND CLEAN OUT WITH REMOVABLE PLUG AND METAL COVER.
- THE DEVELOPER IS REQUIRED TO SUBMIT SEWER DATA SHEETS AND SHALL ACQUIRE A CERTIFICATE TO CONSTRUCT PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ANY REQUIRED EASEMENTS, PERMITS, AND APPROVALS SHALL BE ACQUIRED BY THE DEVELOPER PRIOR TO COMMENCEMENT OF SANITARY SEWER CONSTRUCTION.
- THE SEWER MAIN CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND ORDERS OF ANY PUBLIC BODY HAVING JURISDICTION. HE SHALL EXERCISE AND MAINTAIN AS REQUIRED BY THE CONDITIONS AND PROGRESS OF THE WORK ALL NECESSARY SAFEGUARDS FOR SAFETY AND PROTECTION. HE SHALL ALSO NOTIFY "MISS UTILITY" PRIOR TO PERFORMING ANY UNDERGROUND EXCAVATION.

**JAMES CITY SERVICE AUTHORITY  
GENERAL NOTES - WATER DISTRIBUTION MAINS**

- ALL COMPONENTS OF THE WATER DISTRIBUTION SYSTEM SHALL BE INSTALLED AND TESTED IN ACCORDANCE WITH THE LATEST EDITION OF THE JAMES CITY SERVICE AUTHORITY STANDARDS AND SPECIFICATIONS FOR WATER DISTRIBUTION SYSTEMS AND THE VIRGINIA WATERWORKS REGULATIONS.
- THE DEVELOPER'S REPRESENTATIVE SHALL SUBMIT A LIST OF MATERIALS FOR APPROVAL TO THE JAMES CITY SERVICE AUTHORITY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- WATER MAINS SHALL BE INSTALLED AFTER GRADING TO 6-INCH OF FINAL GRADE AND PRIOR TO PLACEMENT OF BASE MATERIAL.
- ALL APPROVED EROSION AND SEDIMENT CONTROL REQUIREMENTS SHALL BE OBSERVED DURING WATER MAIN CONSTRUCTION.
- ALL WATER MAINS SHALL BE DISINFECTED AND PRESSURE TESTED, AND SATISFACTORY BACTERIOLOGICAL SAMPLES OBTAINED, IN ACCORDANCE WITH JAMES CITY SERVICE AUTHORITY STANDARDS.
- AFTER TESTING IS COMPLETE AND ALL COMPONENTS OF THE WATER SYSTEM ARE ACCEPTABLE TO THE JAMES CITY SERVICE AUTHORITY, AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE SERVICE AUTHORITY. NO WATER METERS WILL BE INSTALLED UNTIL AS-BUILT DRAWINGS ARE RECEIVED AND CHECKED FOR ACCURACY BY THE JAMES CITY SERVICE AUTHORITY. ANY DISCREPANCIES NOTED DURING THE AS-BUILT INSPECTION SHALL BE CORRECTED BY THE DEVELOPER'S REPRESENTATIVES WITHIN 30 DAYS.
- ROUTINE PERIODIC INSPECTIONS DURING CONSTRUCTION WILL BE PROVIDED BY THE JAMES CITY SERVICE AUTHORITY. THESE INSPECTIONS DO NOT RELIEVE THE DEVELOPER FROM HIS OBLIGATION AND RESPONSIBILITY FOR CONSTRUCTING A WATER DISTRIBUTION SYSTEM IN STRICT ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE JAMES CITY SERVICE AUTHORITY.
- ANY CHANGES TO THE FINAL PLANS SHALL BE APPROVED BY THE JAMES CITY SERVICE AUTHORITY AND SHALL BE ACCURATELY INDICATED ON THE AS-BUILT DRAWINGS.
- ALL LOTS SHALL BE PROVIDED WITH WATER SERVICE CONNECTIONS. THE CONNECTIONS SHALL BE EXTENDED FROM THE MAIN TO THE PROPERTY LINE OR EASEMENT LINE, AND SHALL TERMINATE WITH A YOE IN A METER BOX SET AT FINAL FINISHED GRADE. METERS FOR ALL LOTS (UNITS) SHALL BE PAID FOR BY THE DEVELOPER OR BUILDER AND INSTALLED BY THE JCSA.
- THE DEVELOPER IS REQUIRED TO SUBMIT WATER DATA SHEETS AND SHALL ACQUIRE A CERTIFICATE TO CONSTRUCT PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ANY REQUIRED EASEMENTS, PERMITS AND APPROVALS SHALL BE ACQUIRED BY THE DEVELOPER PRIOR TO COMMENCEMENT OF WATER MAIN CONSTRUCTION.
- THE WATER MAIN CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES REGULATIONS AND ORDERS OF ANY PUBLIC BODY HAVING JURISDICTION. HE SHALL EXERCISE AND MAINTAIN AS REQUIRED BY THE CONDITIONS AND PROGRESS OF THE WORK ALL NECESSARY SAFEGUARDS FOR SAFETY AND PROTECTION. HE SHALL ALSO NOTIFY "MISS UTILITY" PRIOR TO PERFORMING ANY UNDERGROUND EXCAVATION.

MARK	REVISION DESCRIPTION	DATE
40	RELOCATE M.H. #23 AND REVISE SLOPE OF PIPE	04/14/98
39	SHOW PIV	04/14/98
38	ADD SAN M.H. # 24 & EXTEND 8" PVC SAN. 150 L.F. W/ LATS. & C.O.	04/14/98
25	ADD SPRINKLER ROOM & REV WATER SERVICE PER ARCHITECT	01/21/98
112	DELETE SAN MANHOLE #24	12/19/97
113	REV WATER SPRINKLER AND SAN. SEWER SERVICE PER ARCHITECT PLANS	12/19/97
114	REV GRATE TYPE PER VDOT	12/19/97
115	GENERAL REVISIONS PER COUNTY COMMENTS	11/19/97
116	GENERAL REVISIONS PER COUNTY COMMENTS	9/24/97

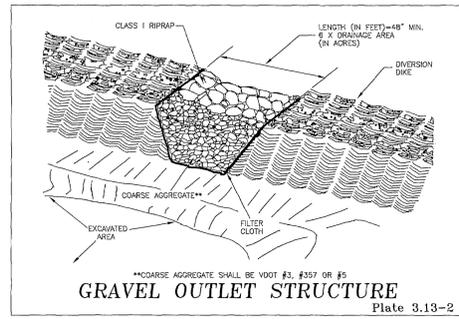
VDOT DI-7 TYPE III GRATE (13)  
RIM=83.00  
INV=90.00  
NOTE: INSTALL STREET SIDE EDGE OF D.I. AT CENTERLINE OF EXTG. DITCH.

PROPOSED 10'X20' DRAINAGE EASEMENT AROUND STRUCTURE

REDO. 1-8" FULL TEE 2-8" G.VALVES  
STA. 49+74 (GOING SOUTH)  
STA. 22+58.20 (GOING WEST)

NOTE: PROVIDE 15" TEMPORARY PIPE IN EXTG DITCH LINE DURING CONSTRUCTION.

DUE TO FUTURE SIGHT DISTANCE PROBLEMS, NO BUSHES SHOULD EXCEED 18" AND ALL TREES MUST BE TRIMMED AND LIMITED TO A MAXIMUM HEIGHT OF 6' WITHIN THE MEDIANS.



REDO. 1-8" FULL TEE 2-8" G.VALVES  
STA. 49+74 (GOING SOUTH)  
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NOTE: PROVIDE 15" TEMPORARY PIPE IN EXTG DITCH LINE DURING CONSTRUCTION.

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- REDO.
- 1-8"X6" TEE
  - 1-12"X6" TAPPING SADDLE
  - 1-8" G. VALVE
  - 1-1" COORP. STOP
  - 1-1" METER W/BOX
  - 1-6"X4" TEE
  - 1-4" G.VALVE
  - 1-4" FIBRO MODEL 876(OS&Y)
  - 1-DBL. CHECK DETECTOR
  - 1-HYDROCOIL 400T-PC ENCLOSURE
  - 1-FIRE DEPT. CONN.
  - 1-FIRE HYD.

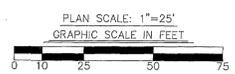
PROPOSED 10'X20' DRAINAGE EASEMENT AROUND STRUCTURE

VDOT DI-7 TYPE III GRATE (13)  
RIM=85.30  
INV=85.30  
NOTE: INSTALL STREET SIDE EDGE OF D.I. AT CENTERLINE OF EXTG. DITCH.

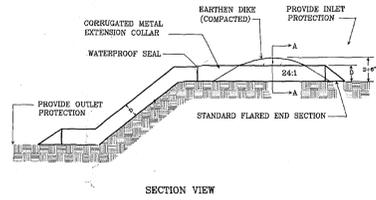
117 LF-15"RCIP @ 3.71%

90 LF-8"SAN @ 7.16% (2)

NOTE: IF THIS ENTRANCE IS USED AS POINT OF INGRESS/EGRESS DURING CONSTRUCTION, A 30'X70' CONSTRUCTION ENTRANCE MUST BE INSTALLED. PROVIDE 15" TEMPORARY PIPE IN EXTG DITCH LINE.



**TEMPORARY SLOPE DRAIN (TSD)**



NOTE: SEDIMENT MAY BE CONTROLLED AT OUTLET IF UPLAND PONDING WILL CREATE PROBLEMS

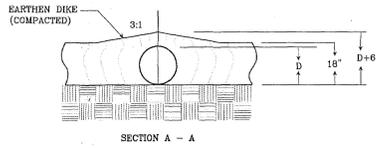


PLATE 3.15-1

**STONE CONSTRUCTION ENTRANCE (CE)**

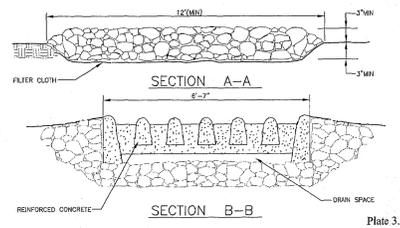
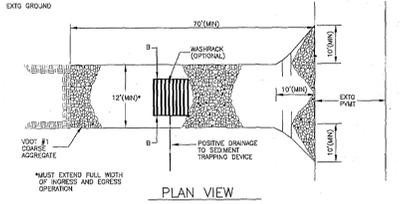
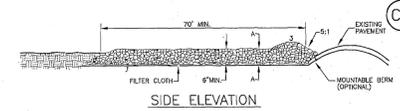


Plate 3.02-1

**BLOCK & GRAVEL CURB INLET SEDIMENT FILTER (IP)**

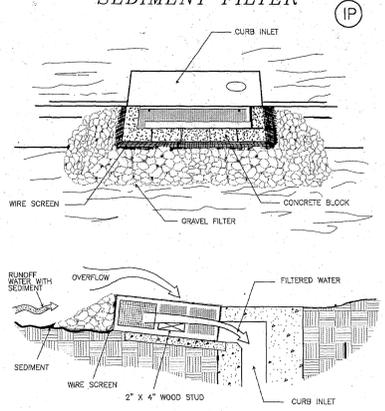


PLATE 3.07-8

**SILT FENCE CULVERT INLET PROTECTION (CIP)**

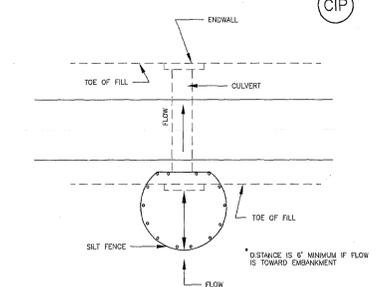


PLATE 3.08-1

**FENCING AND ARMORING (TP)**

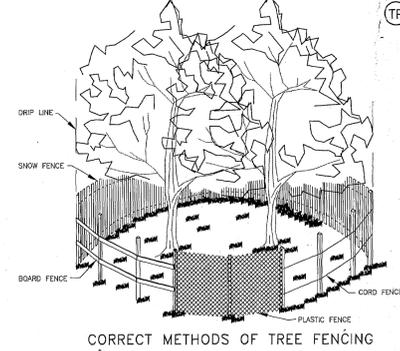


Plate 3.38-2

**BLOCK AND GRAVEL DROP INLET SEDIMENT FILTER (IP)**

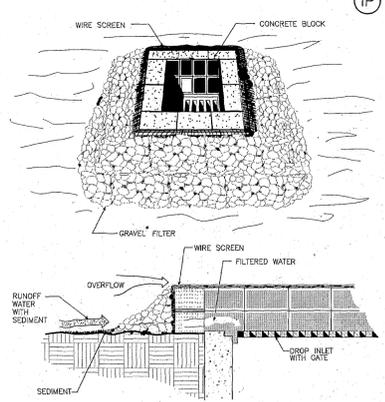


PLATE 3.07-3

**PIPE OUTLET CONDITIONS (OP)**

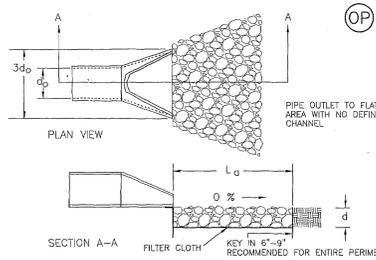


Plate 3.18 - 1

**CONSTRUCTION OPERATIONS RELATIVE TO THE LOCATION OF PROTECTED TREES (TP)**

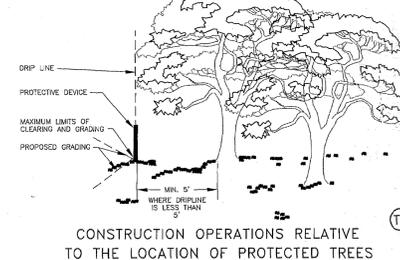


Plate 3.38-1

**TEMPORARY FILL DIVERSION (FD)**

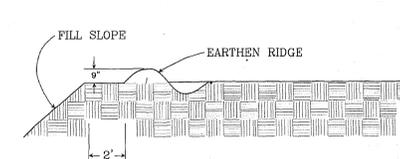


PLATE 3.10-1

**CONSTRUCTION OF A SILT FENCE (WITHOUT WIRE SUPPORT) (SF)**

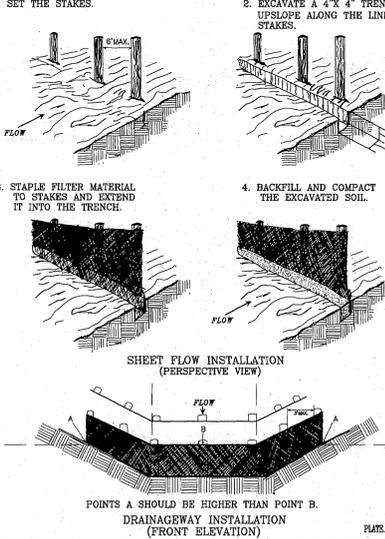


PLATE 3.06-2

MATCH LINE - SEE SHEET C-11

MATCH LINE - SEE SHEET C-15



**Langley and McDonald, P.C.**  
Engineers - Surveyors - Planners  
Landscape Architects - Environmental Consultants  
WILLIAMSBURG  
VIRGINIA BEACH



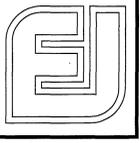
DES.	MRC
DWN.	MRC
CHK.	DEW
DATE	24-SEPT-97

**DRAINAGE, UTILITIES AND GRADING PLAN**  
**MONTICELLO MARKETPLACE**  
WILLIAMSBURG, VIRGINIA  
FOR  
**MONTICELLO MARKETPLACE ASSOCIATES L.L.C.**

SHEET	C12	OF	
DISK	96046-07	LAYOUT13	
PROJ. NO.	96046-07		
DWG.	5925C	W	



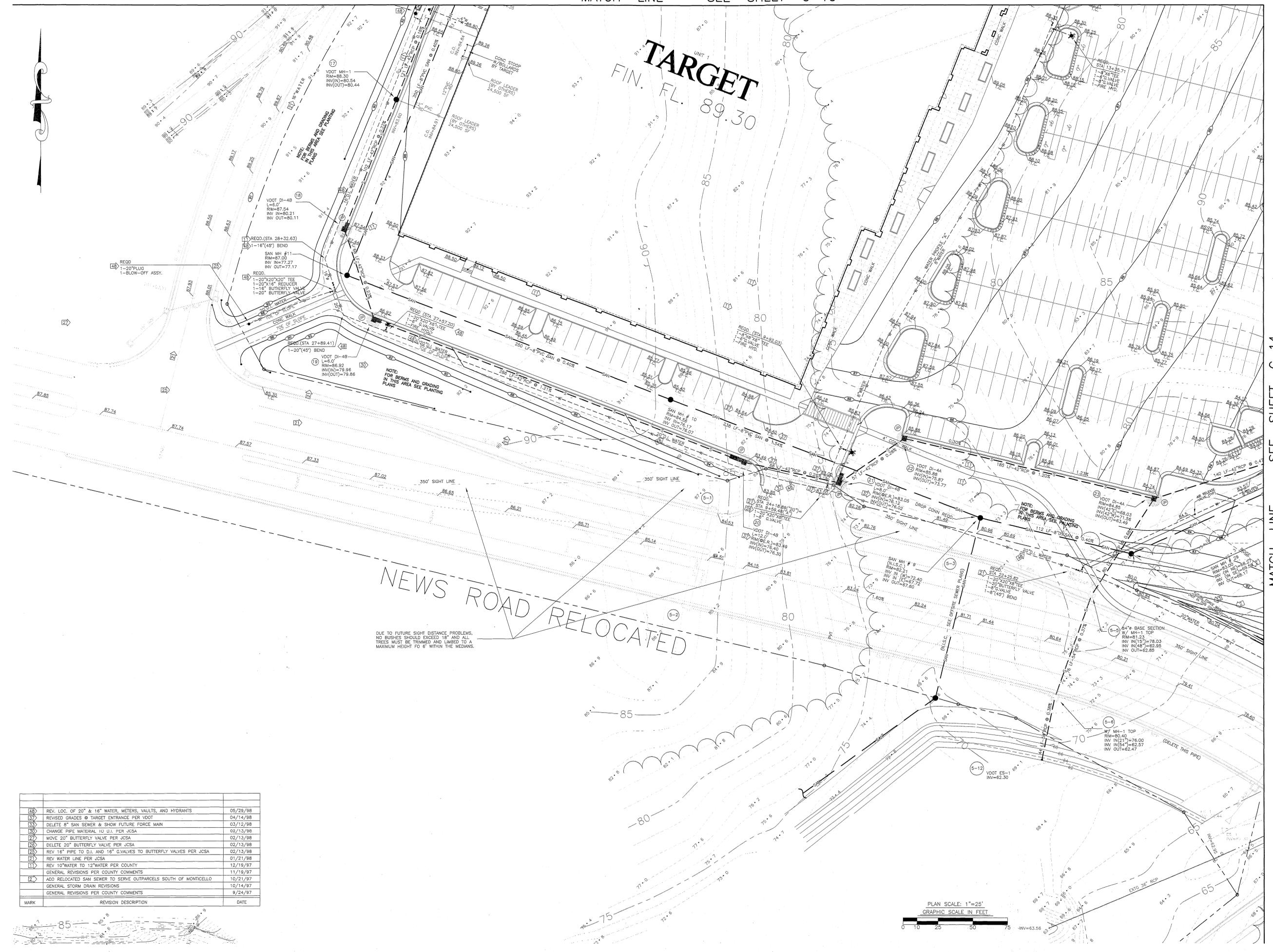
**Langley and McDonald, P.C.**  
Engineers - Planners  
Landscape Architects - Environmental Consultants  
VIRGINIA BEACH  
WILLIAMSBURG



DES. MFG  
OWN. MFG  
CHK. DEW  
DATE 24-SEPT-97

**DRAINAGE, UTILITIES AND GRADING PLAN**  
**MONTICELLO MARKETPLACE**  
WILLIAMSBURG, VIRGINIA  
FOR  
**MONTICELLO MARKETPLACE ASSOCIATES L.L.C.**

SHEET C13 OF  
DISK LAYOUT13.DWG  
PROJ. NO. 96046-07  
DWG. 5925C W



**TARGET**  
FIN. FL. 89.30

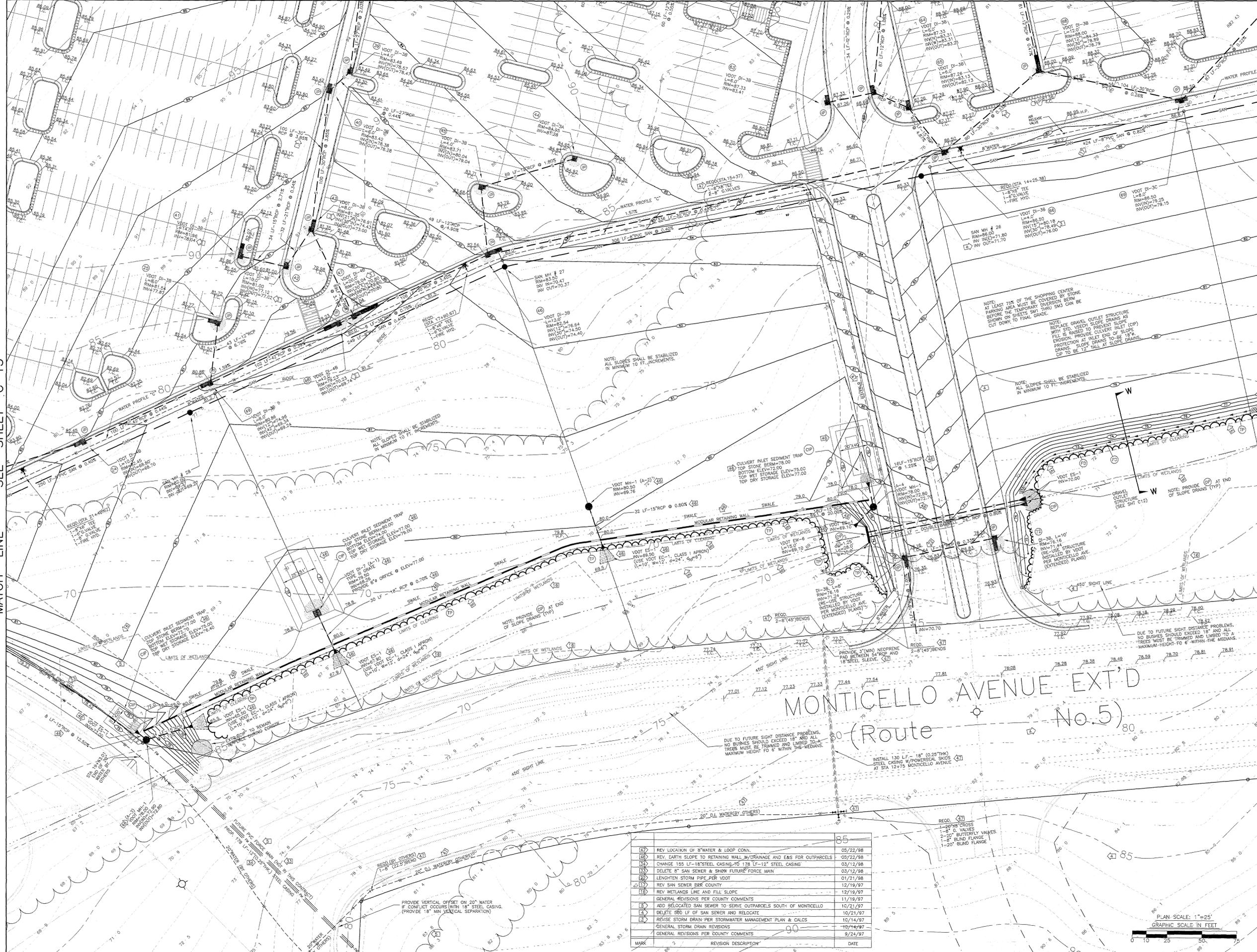
**NEWS ROAD RELOCATED**

DUE TO FUTURE SIGHT DISTANCE PROBLEMS,  
NO BUSHES SHOULD EXCEED 18" AND ALL  
TREES MUST BE TRIMMED AND LIMBED TO A  
MAXIMUM HEIGHT 6' WITHIN THE MEDIANS.

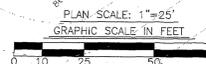
MARK	REVISION DESCRIPTION	DATE
15	REV. LOC. OF 20" & 16" WATER, METERS, VAULTS, AND HYDRANTS	05/29/98
17	REVISED GRADES @ TARGET ENTRANCE PER VDOT	04/14/98
18	DELETE 8" SAN SEWER & SHOW FUTURE FORCE MAIN	03/12/98
19	CHANGE PIPE MATERIAL TO D.I. PER JCSA	02/13/98
27	MOVE 20" BUTTERFLY VALVE PER JCSA	02/13/98
28	DELETE 20" BUTTERFLY VALVE PER JCSA	02/13/98
29	REV 16" PIPE TO D.I. AND 16" G.VALVES TO BUTTERFLY VALVES PER JCSA	02/13/98
31	REV WATER LINE PER JCSA	01/21/98
32	REV 10" WATER TO 12" WATER PER COUNTY	12/19/97
33	GENERAL REVISIONS PER COUNTY COMMENTS	11/19/97
34	ADD RELOCATED SAN SEWER TO SERVE OUTPARCELS SOUTH OF MONTICELLO	10/21/97
35	GENERAL STORM DRAIN REVISIONS	10/14/97
36	GENERAL REVISIONS PER COUNTY COMMENTS	9/24/97

PLAN SCALE: 1"=25'  
GRAPHIC SCALE IN FEET

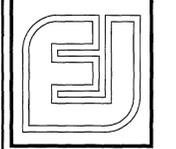
MATCH LINE - SEE SHEET C-14



MARK	REVISION DESCRIPTION	DATE
(2)	REV. LOCATION OF 8" WATER & LOOP CONN.	05/22/98
(3)	REV. EARTH SLOPE TO RETAINING WALL W/ DRAINAGE AND E&S FOR OUTPARCELS	05/22/98
(4)	CHANGE 18" LF 18" STEEL CASING TO 176" LF 12" STEEL CASING	03/12/98
(5)	DELETE 8" SAN SENDER & SHOW FUTURE FORCE MAIN	03/12/98
(6)	LENGTHEN STORM PIPE PER VDDT	01/21/98
(7)	REV SAN SEWER PER COUNTY	12/19/97
(8)	REV WETLANDS LINE AND FILL SLOPE	11/19/97
(9)	GENERAL REVISIONS PER COUNTY COMMENTS	11/19/97
(10)	ADD RELOCATED SAN SEWER TO SERVE OUTPARCELS SOUTH OF MONTICELLO	10/21/97
(11)	DELETE 300' LF OF SAN SEWER AND RELOCATE	10/21/97
(12)	REVISE STORM DRAIN PER STORMWATER MANAGEMENT PLAN & CALCS	10/14/97
(13)	GENERAL STORM DRAIN REVISIONS	10/14/97
(14)	GENERAL REVISIONS PER COUNTY COMMENTS	9/24/97



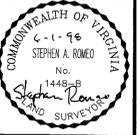
**Langley and McDonald, P.C.**  
 Engineers • Surveyors • Planners  
 Landscape Architects • Environmental Consultants  
 WILLIAMSBURG, VIRGINIA BEACH



DES.	MRC
OWN.	MRC
CHK.	DEW
DATE	24-SEPT-97

**DRAINAGE, UTILITIES AND GRADING PLAN**  
**MONTICELLO MARKETPLACE**  
 WILLIAMSBURG, VIRGINIA  
 FOR  
**MONTICELLO MARKETPLACE ASSOCIATES L.L.C.**

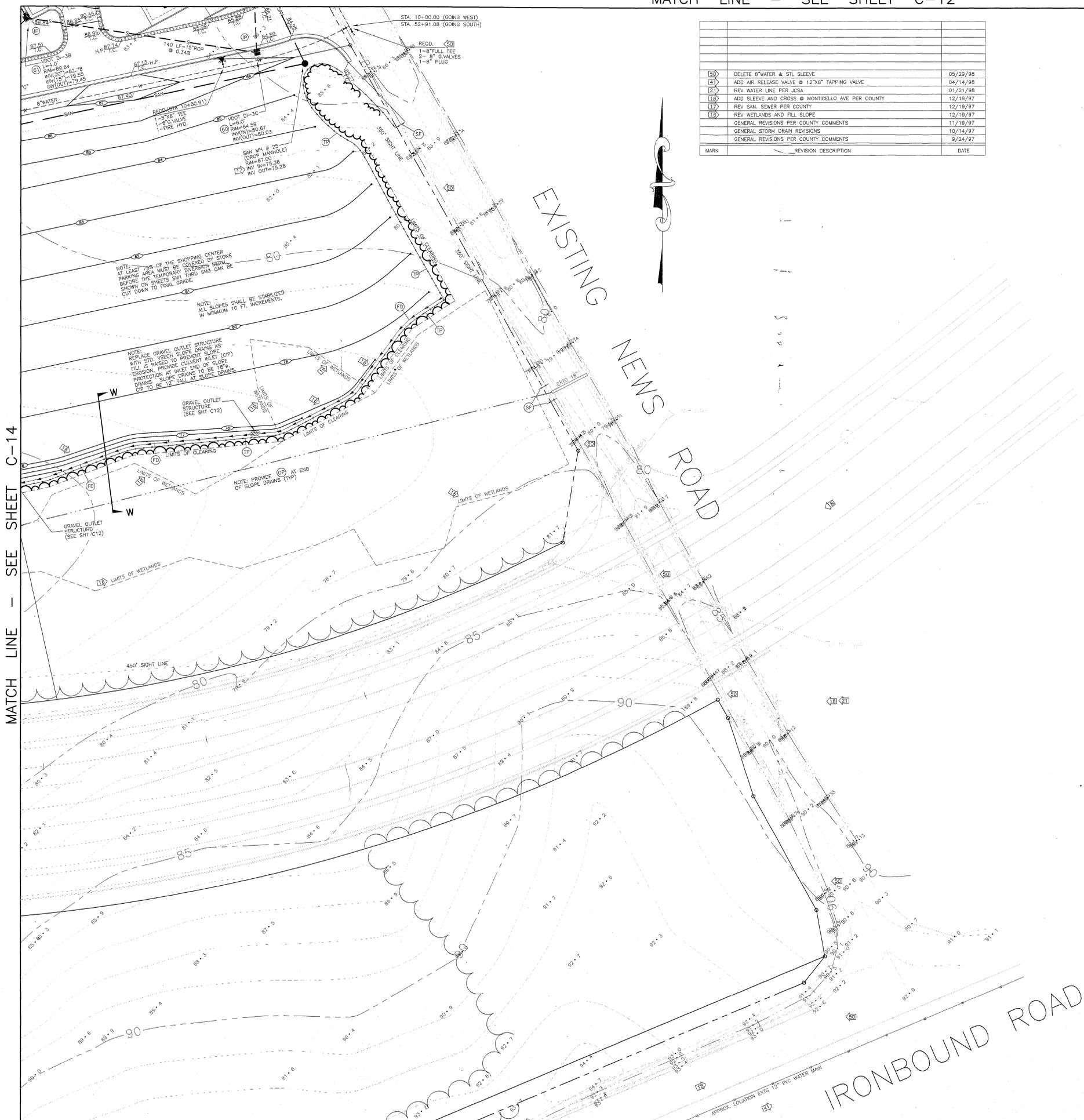
SHEET	C14 OF
DISK	LAYOUT13.DWG
PROJ. NO.	96046-07
DWG.	5925C W



VIRGINIA DEPARTMENT OF TRANSPORTATION  
PERMIT AND SUBDIVISION SECTION  
GENERAL NOTES  
REV. 3/14/98

MARK	REVISION DESCRIPTION	DATE
(E6)	DELETE 8" WATER & STL SLEEVE	05/29/98
(E3)	ADD AIR RELEASE VALVE @ 12"x8" TAPPING VALVE	04/14/98
(E2)	REV WATER LINE PER JCSA	01/21/98
(E1)	ADD SLEEVE AND CROSS @ MONTICELLO AVE PER COUNTY	12/19/97
(E7)	REV SAN. SEWER PER COUNTY	12/19/97
(E8)	REV WETLANDS AND FILL SLOPE	12/19/97
(E9)	GENERAL REVISIONS PER COUNTY COMMENTS	11/19/97
(E10)	GENERAL STORM DRAIN REVISIONS	10/14/97
(E11)	GENERAL REVISIONS PER COUNTY COMMENTS	9/24/97

- ALL MATERIALS AND CONSTRUCTION WITHIN THE PUBLIC RIGHT OF WAY SHALL BE IN ACCORDANCE WITH CURRENT VIRGINIA DEPARTMENT OF TRANSPORTATION'S SPECIFICATIONS AND STANDARDS.
- PERMITS MUST BE OBTAINED FROM THE VIRGINIA DEPARTMENT OF TRANSPORTATION BEFORE CONSTRUCTION IS STARTED WITHIN THE EXISTING RIGHT OF WAY.
- PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL CONSULT THE ENGINEER AND VERIFY THE APPROVAL OF THE PLANS BY THE VARIOUS AGENCIES.
- THE CONTRACTOR SHALL VERIFY THE ELEVATIONS OF ALL POINTS OF CONNECTION OR PROPOSED WORK TO EXISTING CURBS, SANITARY LINES, WATER LINES, ETC., PRIOR TO CONSTRUCTION.
- WHEN SOILS OCCUR THAT ARE UNSUITABLE FOR FOUNDATIONS, SUBGRADES, OR OTHER ROADWAY PURPOSES, THE CONTRACTOR SHALL BE REQUIRED TO EXCAVATE SUCH MATERIAL BELOW THE GRADE SHOWN ON THE PLANS. THE AREAS SO EXCAVATED SHALL BE BACKFILLED WITH SUITABLE MATERIAL AND COMPACTED IN ACCORDANCE WITH VDOT SPECIFICATIONS. THE CONTRACTOR SHALL IMMEDIATELY INFORM THE ENGINEER UPON DISCOVERY OF THE UNSUITABLE MATERIAL. CONCURRENCE OF THE DEVELOPER SHALL BE OBTAINED BEFORE ADDITIONAL ON-SITE WORK IS UNDERTAKEN.
- ALL STORM SEWER PIPE SHALL BE REINFORCED TONGUE AND GROOVE CONCRETE PIPE IN ACCORDANCE WITH ASTM-C-78 OR ALTERNATIVE PIPE THAT HAS BEEN APPROVED ON THE PLANS. PIPE WITHIN THE RIGHT OF WAY SHALL BE A MINIMUM CL-111 OR GREATER IN ACCORDANCE WITH VDOT STANDARDS 107.05 AND SPECIFICATIONS 232 AND 302.
- TEMPORARY DRAINAGE DURING CONSTRUCTION IS TO BE PROVIDED BY THE CONTRACTOR TO RELIEVE AREAS THAT MAY CAUSE DAMAGE TO ROADWAYS OR ADJACENT PROPERTY.
- ALL CONCRETE SHALL BE CLASS A3-AE (AIR ENTRAINED 3,000 PSI).
- CURB AND GUTTER SHALL HAVE 4" OF AGGREGATE BASE 218 UNDER THE CURB AND GUTTER AND AGGREGATE SHALL EXTEND 1' BEYOND THE BACK OF THE CURB.
- ALL CURB AND GUTTER SHALL HAVE A STANDARD GUTTER ENTRANCE IN ACCORDANCE WITH VDOT STANDARDS.
- ALL ENTRANCES ARE TO BE BUILT IN ACCORDANCE WITH VDOT STANDARDS.
- THE DEVELOPER IS RESPONSIBLE FOR FURNISHING AND INSTALLING STOP SIGNS AT STREET INTERSECTIONS.
- DESIGN OR SPECIFIED MATERIALS CHANGES FROM THE APPROVED PLANS NEED TO BE RE-SUBMITTED TO VDOT. A LETTER NEEDS TO ACCOMPANY THE REVISED PLANS AND/OR DRAINAGE CALCULATIONS WHICH SHALL BE SUBMITTED TO VDOT FOR REVIEW AND APPROVAL BY THE RESIDENT ENGINEER.
- THE CONTRACTOR/SUB-CONTRACTOR SHALL HAVE A CURRENT COPY OF VDOT'S "ROAD AND BRIDGE SPECIFICATIONS" AND "ROAD AND BRIDGE STANDARDS" ON THE PROJECT.
- VDOT IS TO RECEIVE WRITTEN NOTIFICATION 48 HOURS PRIOR TO THE START OF ANY WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS. REPAIR AT HIS OWN EXPENSE ALL UTILITIES DAMAGED BY CONSTRUCTION. MISS UTILITY MUST BE CONTACTED AT 1-800-552-7001 72 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.
- ALL UTILITY PEDESTALS, CABINETS, FIRE HYDRANTS, AND STREET LIGHTS SHALL BE LOCATED A MINIMUM OF 8.5' FROM THE EDGE OF PAVEMENT ADJACENT TO THE RIGHT OF WAY LINE ON CURB AND GUTTER STREETS AND/OR LOCATED BEHIND THE DITCH LINE ON OPEN DITCH STREETS. PEDESTALS AND CABINETS SHOULD BE LOCATED AT THE PROPERTY LINES BETWEEN LOTS, WHERE REQUIRED. FIRE HYDRANT CROSSINGS SHALL HAVE A MINIMUM OF 15" OF RCP OR LARGER, AS WARRANTED IN OPEN ROADSIDE DITCHES AND HAVE 6' LENGTH.
- ALL STORM SEWER PIPES, DROP INLETS, AND CURB INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIAL DURING LAST STAGES OF CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING, WITH MATCHING MATERIALS, ANY PAVEMENT, DRIVEWAYS, WALKS, CURBS, ETC., THAT MUST BE CUT OR THAT ARE DAMAGED DURING CONSTRUCTION.
- ANY ERRORS, CONFLICTS, OR DISCREPANCIES IN THIS PLAN SHALL BE REPORTED TO THE ENGINEER FOR RESOLUTION BEFORE PROCEEDING WITH THE WORK.
- COMPACTION REPORTS, WITH PROCTOR, ARE REQUIRED FOR SUBGRADE, SUBBASE, BASE, SURFACE COURSE, CULVERTS, DRAINAGE STRUCTURES AND UTILITIES WITHIN THE RIGHT WAY BY A CERTIFIED MATERIALS TEST LAB IN ACCORDANCE WITH VDOT SPECIFICATIONS AND STANDARDS.
- INSTALLATION OF PIPE CULVERTS, STORM SEWERS, AND DRAINAGE STRUCTURES SHALL HAVE BEDDING MATERIAL IN ACCORDANCE WITH VDOT SPECIFICATIONS AND STANDARDS. BACKFILL SHALL BE SUITABLE MATERIAL FREE OF DEBRIS, TREE ROOTS, AND EXCESS MOISTURE, AND COMPACTED.
- ALL ROADSIDE DITCHES SHOWN AS PAVED ON PLANS ARE TO BE PAVED IN ACCORDANCE WITH THE STANDARD TYPICAL SECTION AS SHOWN ON THE PLANS, UNLESS OTHERWISE DIRECTED BY THE RESIDENT ENGINEER, IN WRITING. ANY ADDITIONAL PAVING OF THE DITCHES, OTHER THAN THOSE SHOWN ON THE ROAD PLANS WILL BE DETERMINED PRIOR TO ACCEPTANCE OF THE ROADS INTO THE VDOT SECONDARY ROAD SYSTEM.
- VDOT AND COUNTY APPROVAL OF SUBDIVISION ROAD PLANS DOES NOT PRECLUDE THE RIGHT TO ADD ADDITIONAL FACILITIES.
- VDOT APPROVAL OF THESE PLANS WILL EXPIRE THREE YEARS FROM THE DATE OF APPROVAL.
- CLEARING AND GRUBBING SHALL BE COMPLETE WITHIN THE RIGHT OF WAYS, AND INDICATED ON THE LAYOUT PLAN.
- THE SUBGRADE MUST BE APPROVED BY VDOT PRIOR TO PLACEMENT OF BASE.
- BASE MUST BE APPROVED BY VDOT FOR DEPTH, TEMPLATE, AND COMPACTION BEFORE SURFACE IS APPLIED.
- ALL UTILITIES ARE TO BE IN PLACE PRIOR TO LAYING BASE MATERIAL.
- AN ACTUAL COPY OF THE CBR REPORT IS TO BE SUBMITTED TO VDOT PRIOR TO APPROVAL OF THE PAVEMENT TYPICAL DESIGN. IF THE CBR VALUES ARE LESS THAN 10, THE DEVELOPER WILL BE REQUIRED TO SUBMIT FOR OUR APPROVAL, HIS PROPOSED METHOD OF CONSTRUCTION.
- PAVED DITCHES MAY BE REQUIRED WHERE FIELD CONDITIONS WARRANT. GENERALLY, ALL DITCHES WITH SLOPES EXCEEDING 3% OR 1% OR LESS SHALL BE PAVED UNLESS OTHERWISE APPROVED BY THE ENGINEER, OWNER, VDOT, AND THE LOCAL GOVERNING BODY.
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE THE RESPONSIBILITY OF THE ROAD CONTRACTOR.
- ALL VEGETATION AND OVERBURDEN TO BE REMOVED FROM SHOULDER TO SHOULDER PRIOR TO THE CONDITION OF SUBGRADE.
- CERTIFICATION AND SOURCE OF MATERIALS ARE TO BE SUBMITTED TO VDOT OF ALL MATERIALS AND BE IN ACCORDANCE WITH THE "ROAD AND BRIDGE SPECIFICATIONS" AND "ROAD AND BRIDGE STANDARDS."
- DRY GUTTER IS NOT ALLOWED IN VDOT RIGHT OF WAY.
- THE DEVELOPER WILL BE RESPONSIBLE FOR THE COST OF THE SIGNAL MODIFICATION UNDER AN ACCOUNTS RECEIVABLE NUMBER.
- AN OVERALL DEVELOPMENT PLAN IS NEEDED FOR THIS REVIEW.
- A TRAFFIC IMPACT STUDY IS REQUIRED FOR THIS REVIEW.
- SHOW BOTH SIDES OF ROADWAY(S). INCLUDE ALL ENTRANCES, CROSSOVERS, TURN LANES, SPEED LIMITS, PAVEMENT MARKINGS, AND DISTANCE TO INTERSECTIONS.
- A NOTE, "ANY DITCH WHICH HAS NOT DEVELOPED A GOOD SOD BY THE TIME OF ACCEPTANCE, MUST BE PAVED." NEEDS TO BE ADDED.
- SHOW ELEVATIONS AT THE EDGE OF PAVEMENT IN 10' INTERVALS AROUND THE BULB OF THE CUL-DE-SAC.



MATCH LINE - SEE SHEET C-14



**Langley and McDonald, P.C.**  
Engineers · Surveyors · Planners  
Landscape Architects · Environmental Consultants  
WILLIAMSBURG, VIRGINIA



DES.	MRC
DWN.	MRC
CHK.	DEW
DATE	24-SEPT-97

DRAINAGE, UTILITIES AND GRADING PLAN  
**MONTICELLO MARKETPLACE**  
WILLIAMSBURG, VIRGINIA  
FOR  
**MONTICELLO MARKETPLACE ASSOCIATES L.L.C.**

SHEET	C15	OF	
DISK	LAYOUT13.DWG		
PROJ. NO.	96046-07		
DWG.	5925C W		

## TRANSMITTAL

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**Date:** June 18, 1998

**To:** Environmental Division

**From:** Matt Maxwell, Senior Planner

**Subject:** SP-72-98 Monticello Marketplace - Site Plan Revision for Retaining Wall, etc.

**Attached:** Details on Retaining Wall

**Instructions:** This was accidentally left out of the initial transmittal.



# S.L. NUSBAUM Realty Co.

9211 Forest Hill Avenue, Suite 110 • Richmond, Virginia 23235 • (804) 320-7600 • FAX (804) 330-8924

TO BE HAND DELIVERED

June 11, 1998

Matthew W. Maxwell  
Senior Planner  
James City County  
101-E Mounts Bay Road  
Williamsburg, Virginia 23187-8784



Re: Monticello Marketplace - Mechanically Stabilized Earth Wall Design

Dear Matt,

As a follow-up to our recent meeting and discussions, please find enclosed a copy of the Segmental Retaining Wall Design from Schnabel Engineering dated June 8, 1998. In addition, I have provided you a copy of the information brochure on the Rockwood *Classic* Retaining Wall System. Please note, this is the same system we currently have under construction behind the Ukrop's store which you viewed last week.

Please be advised that a revised portion of the Engineered Site Plan addressing the wall system, as well as the change of grade on the out parcels and corresponding erosion control measures and storm sewer measures, was presented by Langley and McDonald to James City County a couple of weeks ago. I believe those plans are under review by Darryl Cook. Accordingly, I have enclosed a copy, if you haven't already seen same.

Essentially, what we were experiencing was difficulty in laying out the site areas for our prospective pad users because of the severe grades towards the wetlands area and the limits of clearing, etc. More specifically, this is the area to the left of the main drive which contains three (3) designated out parcels.

Between Langley and McDonald and Schnabel Engineering, we feel the major engineering issues and concerns have been addressed and aesthetically the Rockwood style segmental retaining wall, with its earthtone colors and rough design surface, is more pleasing.

The wall itself will be situated behind the wetlands area and would form a very pleasing background for the landscaped buffer area between Monticello Avenue and the out parcels.

Matthew Maxwell

June 11, 1998

Page 2

It is my understanding that Chick-Fil-A has filed their plans on one of these parcels, and Wachovia Bank will be filing fairly soon, as well as First Union. Consequently, we need to move forward with the completion of the wall and the associated grading to allow our out parcel users to proceed.

We would appreciate your timely review of this matter, and we can make ourselves readily available to address any questions or comments you may have.

Sincerely,



James M. Gresock  
Senior Vice President  
Director of Development

JMG:lds

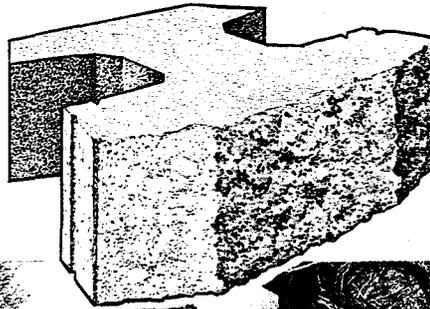
Enclosures - as noted

cc Alan Nusbaum

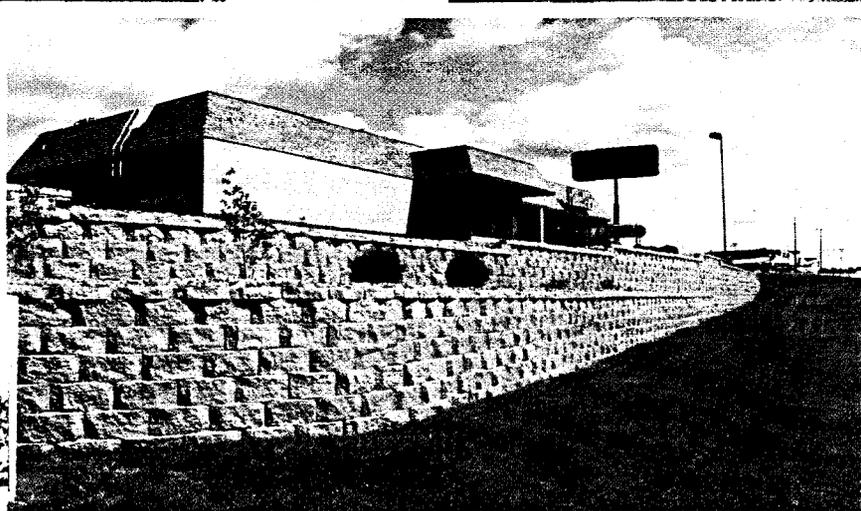
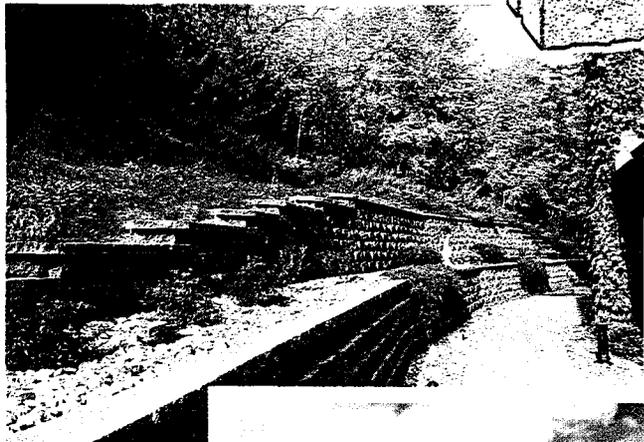
# Classic

## RETAINING WALL SYSTEM

- Design Flexibility
- Easy Installation
- Greater Stability



- € Affordable
- € Lifetime Value
- € Maintenance Free



*Shaping the world around us*

## Introduction

An applied research proposal, "Evaluation of ROCKWOOD "Classic" Retaining Wall Units for Connection Strength" was submitted by the University of Wisconsin-Platteville to Mr. Ray Price, President, ROCKWOOD Retaining Wall Systems, Rochester, MN and was accepted. The work outlined in the proposal has been completed and this is the final report on the project.

## General Retaining Wall Behavior

Retaining wall systems can fail either through external (global) or internal (local) stability. External stability implies that the wall system remains intact with failure occurring by sliding of the system, overturning of the system, bearing (over stressing the foundation) and/or slope stability of the soil mass behind the wall. The latter two are dependent on the properties of the soil at the site. For reinforced modular systems the embedment length of the reinforcing is important to prevent a slope stability failure. Overturning of the system depends on the base and wall units remaining together while rotating. Sliding is a function of the depth the system is embedded into the soil vertically and the width of the mass as defined by the reinforcement embedment length.

Internal stability implies that the retaining wall system does not remain intact which is especially critical in modular systems. Sliding or overturning may occur at any layer of the modular units. Sliding between layers is a function of the frictional forces and the interlocking forces between adjacent units. When the retaining wall system consists of a geosynthetic reinforced soil mass and segmental concrete units, additional internal stability criteria include tensile over stress of the geosynthetic and pullout of the geosynthetic from either the soil mass or the segmental unit.

## Purpose of the Applied Research

The purpose of this applied research program was to evaluate by laboratory testing in accordance with the National Concrete Masonry Association's (NCMA) Test Method for Connection Strength of Segmental Retaining Wall Units (SRWU-1) the connection strength of geosynthetics to ROCKWOOD "Classic" retaining wall units. Four geosynthetics, two produced by TENSAR Corporation and two produced by MIRAFI, Inc. were utilized.

The shear strength between adjacent units separated by a geosynthetic as determined by NCMA-SRWU-2 was to

be evaluated. Additional geosynthetics were to be checked for conformity to the tested geosynthetic.

## Description of Test Units

Figure 1 is taken from literature provided by ROCKWOOD and is shown here to describe the units. As listed in the specifications, the set-back can vary. A one inch set-back was used during testing.

A shear key is manufactured into the central portion of the bottom of the units to provide for horizontal force transfer and to enhance the anchorage to geosynthetics.

## Description of Geosynthetics

Properties of the geosynthetics as published in the December, 1992 issue of "Geotechnical Fabrics Report" are shown in Table 1. TENSAR UX1400 and UX1500 and MIRAFI 5T & 10T were utilized for the pullout tests. Tensar UX1400 was used for the shear strength.

## Description of Infill Material

A granular material was used to fill the cavities and between adjacent units. This granular material had a maximum size of  $\frac{3}{4}$  inch. Figure 2 depicts the gradation of the material.

## Description of Test Program

The experimental program consisted of 4 series of tests with each series closely conforming to NCMA's SRWU-1. Units and geosynthetics used in each series included:

<u>Test I.D.</u>	<u>ROCKWOOD unit</u>	<u>Geosynthetic</u>
RW-U14	CLASSIC	Tensar UX1400
RW-U15	CLASSIC	Tensar UX1500
RW-5T	CLASSIC	Mirafi 5T
RW-10T	CLASSIC	Mirafi 10T

A partial series of tests as described by SRWU-2 was conducted to determine the shear strength between adjacent units separated by Tensar UX1400.

## Test Procedures

### Connection Strength

Laboratory testing was conducted in the construction materials laboratory in Ottensman Hall on the University of Wisconsin-Platteville campus. A closed-loop, electrohydraulic ram was mounted in a steel frame for testing. Figure 3 is a series of photographs depicting the testing arrangement at various stages. The ROCKWOOD units were stacked four on five simulating running bond in

front of the frame. 36 inch wide geosynthetic strips were placed between the units and extended through the steel channels into the wooden clamps. The geogrid was wrapped around a two inch diameter PVC pipe and then back between the wooden clamps. The ram was connected to the clamp by steel bars.

The cavities between the units were filled with crushed limestone, lightly tamped, and leveled. The portion of the cavities at the rear of the units were filled with wooden spacers.

The ram was computer controlled at a constant displacement rate of 0.5 inches per minute. The rate of displacement of the geogrid within the segmental units was somewhat less than the ram because of elongation of the geogrid between the clamp and the rear face of the units. The ram was programmed for a maximum displacement of 4 inches.

Two direct-current linear differential transformers (DCDT) were attached symmetrically to the geogrid at the rear face of the units to give direct measurement of the connection displacement. Load was determined via an electrical resistance load cell attached to the ram. A data acquisition system recorded output from the load cell, ram movement, and the DCDTs at an approximate rate of three readings each per second. The two DCDT readings were averaged for connection deformation. Figure 4 graphically depicts these records for a typical test.

The normal load was applied vertically to the modular units with another hydraulic system. The hydraulic ram was controlled by a universal testing machine containing its own read-out. The load was distributed to the units with a steel beam-wood plank system.

### Shear Strength

The same equipment was used to perform the shear strength tests. The retaining wall units were placed inside the frame and the ram acted in compression. Two units were stacked on three. To insure that the normal load remained vertical during testing, a steel plate, one inch thick, and a set of rollers were placed between the vertical ram and the units. A rubber pad was placed between the units and the steel plate.

## Tests Results

### Connection Strength

A summary of the results is given in Table 2. The columns of the table are:

1. Test ID—Test identification as given in the

'Description of Test Program' section with an added letter and numeral. Each letter identifies a particular normal load and the numeral distinguishes between replicate test.

2. The applied normal load expressed in pounds per lineal foot of wall face.
3. The applied normal load expressed in pounds per square inch of interface between layers. An average depth of 12 inches was used.
4. The maximum tensile load applied as determined by the load cell divided by the width of the geogrid.
5. The applied tensile load at a deformation reading of 0.75 inches divided by the width of the geogrid.
6. Resistance ratio—Column 4 divided by column 5.
7. LTDS—the long term design strength of the geosynthetic. Refer to the 'Description of Geosynthetics' section for documentation of these values.
8. Design Strength—The NCMA Design Manual for Segmental Retaining Walls recommends a factor for uncertainty for critical application of 1.5 be applied to both the peak connection strength as determined by SRWU-1 and the long term design strength. The minimum is the minimum of columns 4 and 7 divided by 1.5 and column 5.
9. Design Criteria—Which criteria controls for the value in column 8.

Str.—Peak connection strength controls

Serv.—Serviceability controls, strength at 0.75 inches deformation.

LTDS—Long term design strength controls.

Results were also plotted. Figure 5 through 8 graphically show data points for both the peak connection strength and the connection strength at 0.75 inches deformation.

### Shear Strength

Table 3 gives the results of the limited shear strength testing. The columns are the same as columns 1 through 5 described above. Shear testing was discontinued because it became obvious that the capacity of these units far exceed the necessary shear in retaining wall applications.

## Interpretation of Results

NCMA's SRWU-1 requires that the report of test results include a bi-linear representation of the data in the form of intercept and slope(s) of the line(s) when plotted. If a single series of tests is conducted, one would normally use a linear regression analysis of the data to determine the values of the intercept and slope(s). When several series of tests are conducted, some with only a slight change in geogrid or modular units, then additional interpretation should be made. Would one expect the angle of friction to vary dramatically between Tensar UX1400

and Tensar UX1500? Would one expect that the intercept is greater for Mirafi 10T than for 5T? The regression fit was made for each conducted series of tests and then judgement applied relative to the questions above to arrive at the results listed in Table 4. Also the bi-linear analysis required by SRWU-1 is satisfied by a constant for the upper linear range. Thus, the connection strength (both strength and serviceability criteria) can be defined by an interlock force (intercept of the Y-axis on the plot), an angle of friction (slope of the plot is twice the tangent of the angle of friction), and a maximum connection strength. Figures 5 through 8, which showed the test results graphically, also shows a plot of the bi-linear behavior described above and tabulated in table 2 for a typical test series. Also shown of this plot is the peak connection strength reduced by the factor of uncertainty of 1.5 (Peak/1.5) to indicate the controlling criteria.

The long term design strength (LTDS) and wide width tensile strength of the geosynthetic are also criteria to be considered when establishing the connection strength of the geosynthetic to modular wall unit. Figure 9 through 12 are plots of the comparison of the peak connection strength experimentally determined in the laboratory to the reported LTDS and wide width design strength of the geosynthetic.

Table 2 presented the comparison of the LTDS and measured peak connection strength with both reduced by the uncertainty factor of 1.5 and the connection strength at 0.75 inches deformation for each individual test. Figure 13 presents the same comparison but utilizes the bi-linear fit of the data to arrive at the design strength for a particular geosynthetic.

### Conclusion

With the design chart presented in Figure 13, qualified engineers can design retaining walls using the ROCKWOOD "Classic" units reinforced with Tensar UX1400 and UX1500 and Mirafi 5T and 10T geosynthetics safely. It should be noted that this investigation indicates that UX1500 does not produce the connection strength of UX1400. This is probably due to the rigidity of the geogrid and its inability to conform to the shear key.

The shear strength of the units does not appear to be a concern in design. The limited testing for horizontal force transfer between vertically adjacent units indicated a capacity for in excess of any anticipated forces that would be applied.

TABLE 2

ROCKWOOD CLASSIC JULY-AUGUST 1993								
(1) Test ID	(2) Normal Load lb/ft	(3) Normal Pressure psf	(4) Peak Connection Strength lb/ft	(5) Connection Strength @ 0.75 in. lb/ft	(6) Resistance Ratio	(7) LTDS lb/ft	(8) Design Strength lb/ft	(9) Design Criteria
<b>MIRAFI MIRAORID 10T</b>								
RW-10T01	137	0.9	428	378	1.14	3000	280	Str.
RW-10T02	137	0.9	480	470	1.02	3000	320	Str.
RW-10T01	750	5.2	1880	1580	1.20	3000	1200	Str.
RW-10T02	750	5.2	1810	1540	1.18	3000	1207	Str.
RW-10T03	1417	9.8	2210	2030	1.09	3000	1473	Str.
RW-10T03	1417	9.8	2000	1880	1.19	3000	1333	Str.
RW-10T03	1417	9.8	2350	1460	1.47	3000	1433	Str.
RW-10T07	2083	14.5	3040	1830	1.66	3000	1830	Serv.
RW-10T07	2083	14.5	2720	1620	1.67	3000	1630	Serv.
RW-10T07	2083	14.5	2630	1590	1.65	3000	1590	Serv.
RW-10T01	2738	19.1	2810	2560	1.10	3000	1873	Str.
RW-10T02	2738	19.1	2810	2190	1.28	3000	1873	Str.
<b>MIRAFI MIRAORID 5T</b>								
RW-5T01	137	0.9	450	370	1.23	1850	300	Str.
RW-5T02	137	0.9	470	390	1.21	1850	313	Str.
RW-5T07	580	3.5	870	580	1.50	1850	580	Str.
RW-5T02	580	3.5	850	550	1.53	1850	550	Serv.
RW-5T03	750	5.2	1060	730	1.45	1850	700	LTDS
RW-5T03	750	5.2	920	640	1.39	1850	613	Str.
RW-5T03	750	5.2	980	620	1.58	1850	620	Serv.
RW-5T01	1417	9.8	1870	950	1.11	1850	700	LTDS
RW-5T02	1417	9.8	1860	700	1.31	1850	700	LTDS

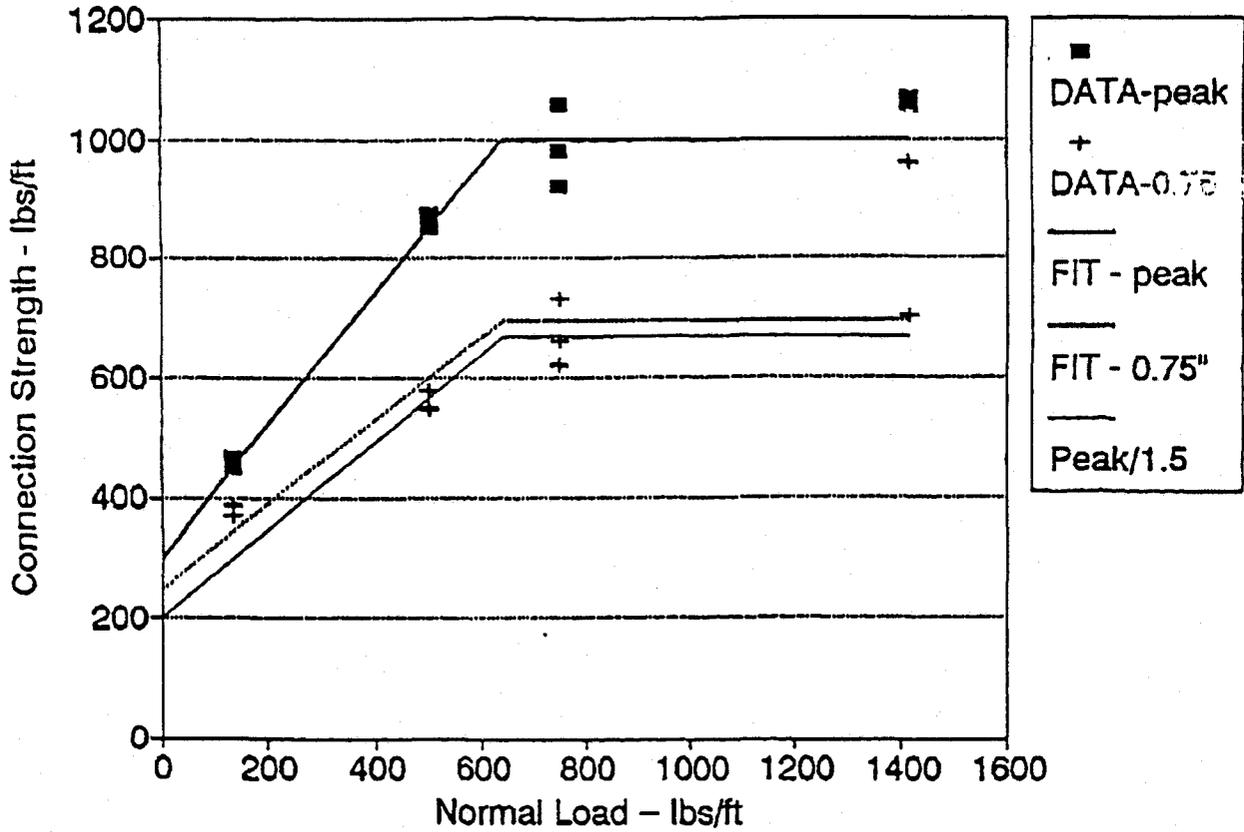
99162-MONTICELLO MARKETPLACE\_SHOPPING\_CENTER-17

ROCKWOOD CLASSIC JULY-AUGUST 1993								
(1) Test ID	(2) Normal Load lbs/ft	(3) Normal Pressure psi	(4) Peak Connection Strength lbs/ft	(5) Connection Strength @ 0.75 in. lbs/ft	(6) Resistance Ratio	(7) LTDS lbs/ft	(8) Design Strength lbs/ft	(9) Design Criteria
TENSAR UX1400								
RW-U14Q1	137	0.9	570	440	1.30	1045	380	Sur.
RW-U14Q2	137	0.9	430	370	1.16	1045	287	Sur.
RW-U14Q3	137	0.9	390	320	3.25	1045	129	Surv.
RW-U14R1	750	5.2	620	770	1.06	1045	547	Sur.
RW-U14R2	750	5.2	1010	850	1.19	1045	673	Sur.
RW-U14R3	750	5.2	1150	830	1.39	1045	697	LTDS
RW-U14S1	1417	9.8	1890	1200	1.58	1045	697	LTDS
RW-U14S2	1417	9.8	1500	1070	1.40	1045	697	LTDS
RW-U14S3	1417	9.8	1940	1360	1.43	1045	697	LTDS
RW-U14T1	2083	14.5	2310	1620	1.36	1045	697	LTDS
RW-U14T2	2083	14.5	1820	1360	1.34	1045	697	LTDS
RW-U14T3	2083	14.5	1850	1390	1.33	1045	697	LTDS
TENSAR UX1500								
RW-U15Q1	137	0.9	410	380	1.08	2000	273	Sur.
RW-U15Q2	137	0.9	500	470	1.06	2000	333	Sur.
RW-U15R1	750	5.2	1060	1420	1.31	2000	1240	Sur.
RW-U15R2	750	5.2	1950	1430	1.36	2000	1200	Sur.
RW-U15S1	1417	9.8	1940	1450	1.34	2000	1293	Sur.
RW-U15S2	1417	9.8	2350	1650	1.42	2000	1333	LTDS
RW-U15S3	1417	9.8	1820	1570	1.16	2000	1213	Sur.
RW-U15S4	1417	9.8	1730	1050	1.65	2000	1050	Surv.
RW-U15T1	2083	14.5	2130	1520	1.40	2000	1333	LTDS
RW-U15T2	2083	14.5	1530	1080	1.42	2000	1020	Sur.
RW-U15T3	2083	14.5	2350	1600	1.47	2000	1333	LTDS

Table 3 - Test Results - Shear Strength

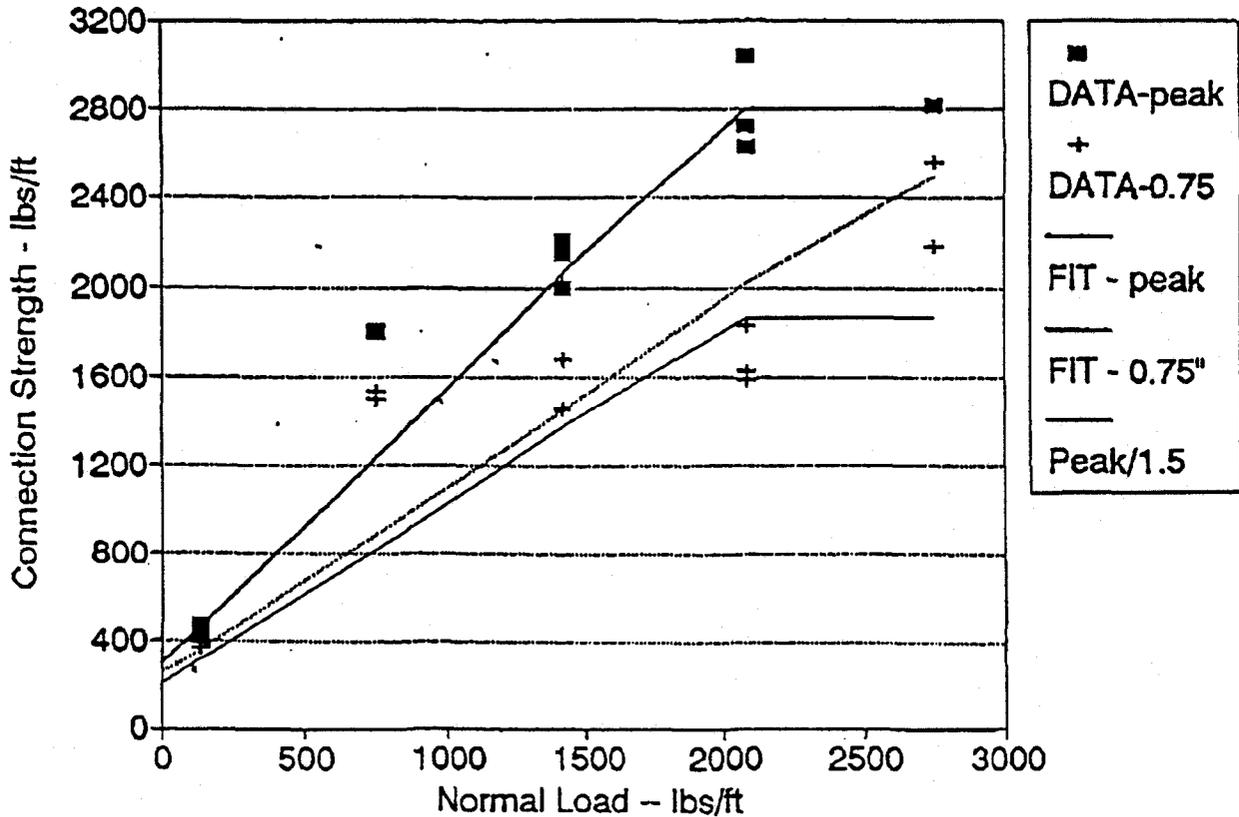
ROCKWOOD CLASSIC JULY-AUGUST 1993				
Test ID	Normal Load lbs/ft	Normal Pressure psi	Max Resisting Force lbs/ft	Resisting Force @ 0.75 in. lbs/ft
SHEAR TEST WITH TENSAR UX1400				
RW-S-A1	270	1.9	640	620
RW-S-A2	270	1.9	600	520
RW-S-B1	810	5.6	1810	1530
RW-S-B2	810	5.6	1330	1050
RW-S-B3	810	5.6	1550	1330

Fig 1) Connection Strength Data - Miragrid 5T



ROCKWOOD Classic  
 Miragrid 10T

Figure 6 Connection strength Data - Miragrid 10T

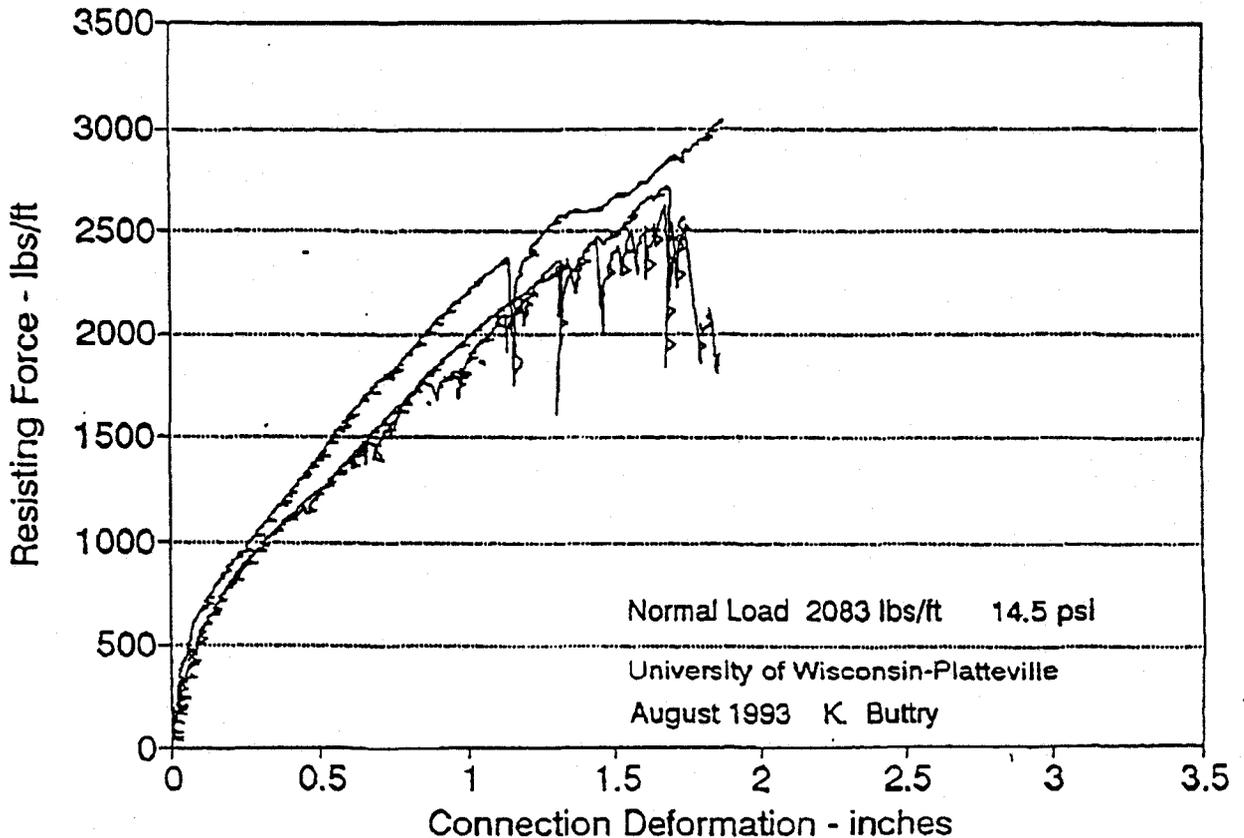


**ROCKWOOD Retaining Wall Systems**  
**"CLASSIC" unit**  
 Summary of Results of Testing Program  
 University of Wisconsin-Platteville  
 July-September 1993

Geogrid	STRENGTH CRITERIA			SERVICEABILITY CRITERIA		
	Interlock Strength lbs/ft	Angle of Friction degrees	Maximum Connection Strength lbs/ft	Interlock Strength lbs/ft	Angle of Friction degrees	at 0.75 inches lbs/ft
Miragrid 5T	300	28.8	1000	250	19.3	700
Miragrid 10T	300	32.0	2800	250	23.0	2500
Tensar UX1400	300	26.5	1800	250	19.3	1350
Tensar UX1500	200	45.0	2000	180	38.7	1500

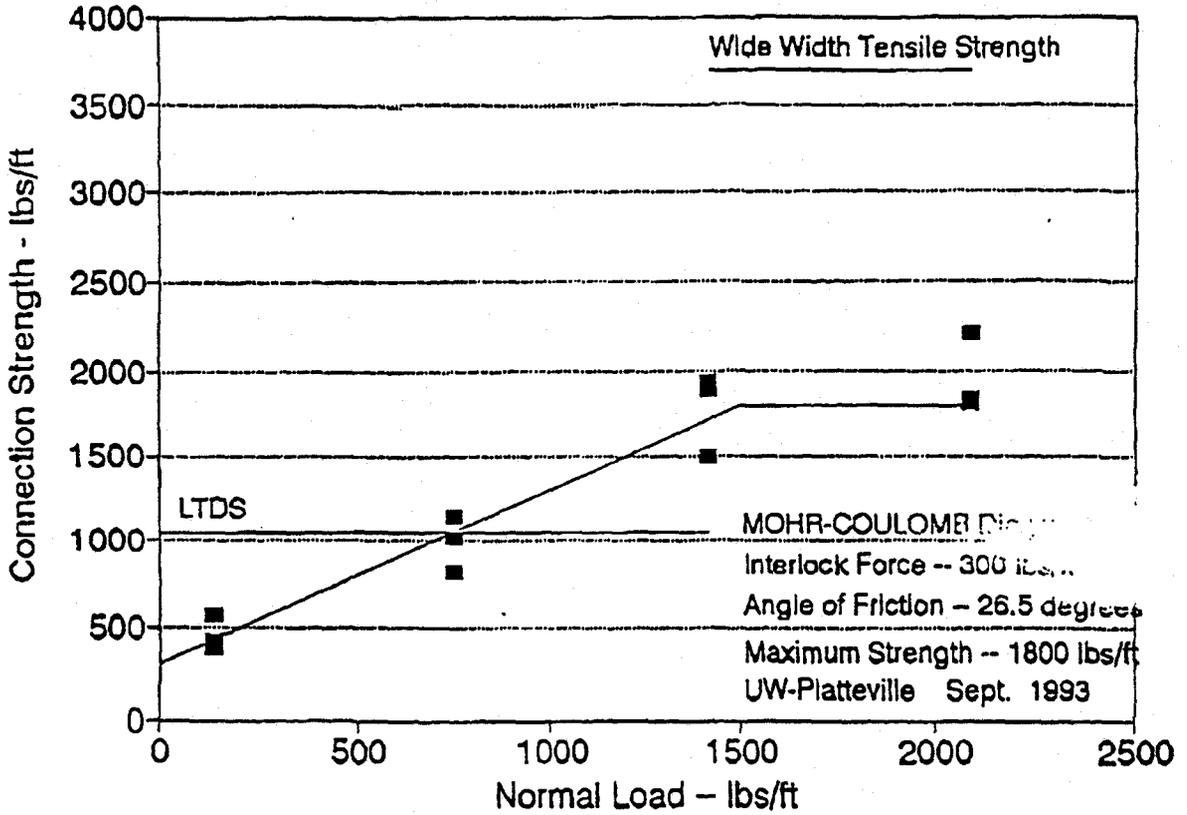
**ROCKWOOD Classic**  
**MIRAGRID 10T Geogrid**

Figure 4 Typical Force-Deformation Plot



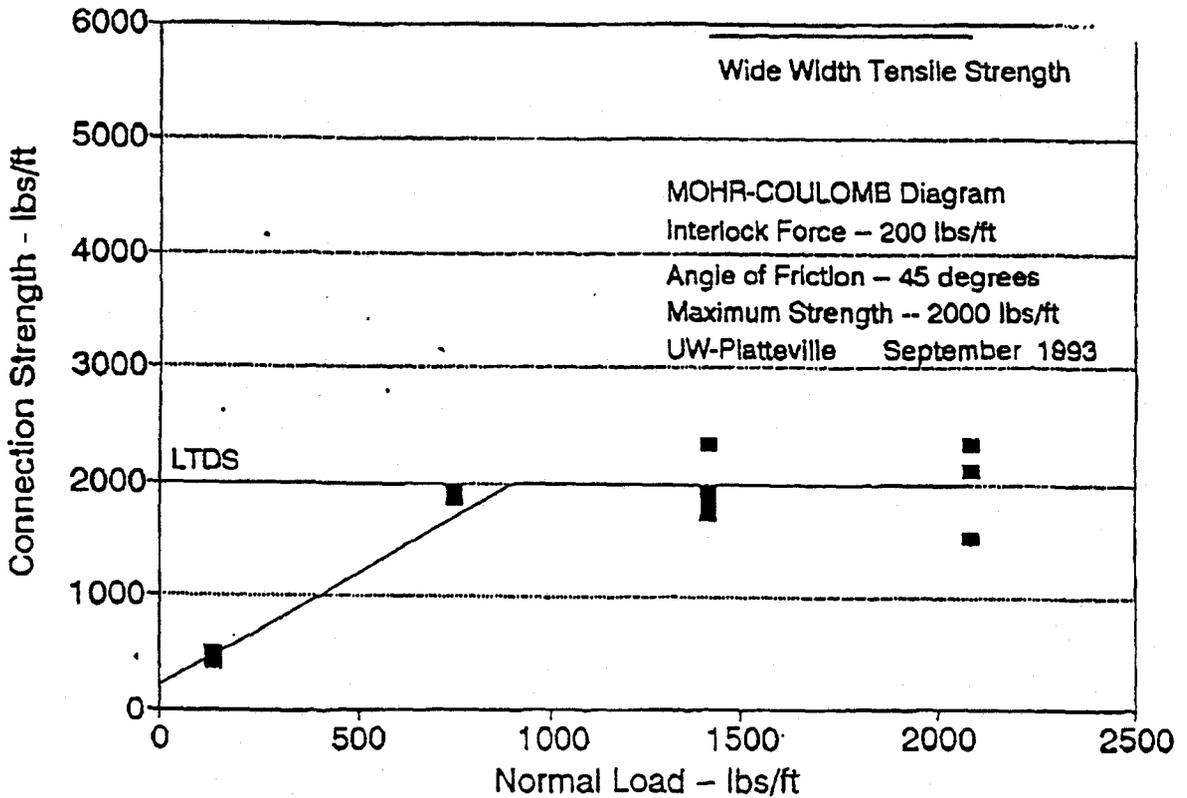
### ROCKWOOD Classic TENSAR UX1400

Figure 11 Mohr-Coulomb Diagram - Tensar UX1400



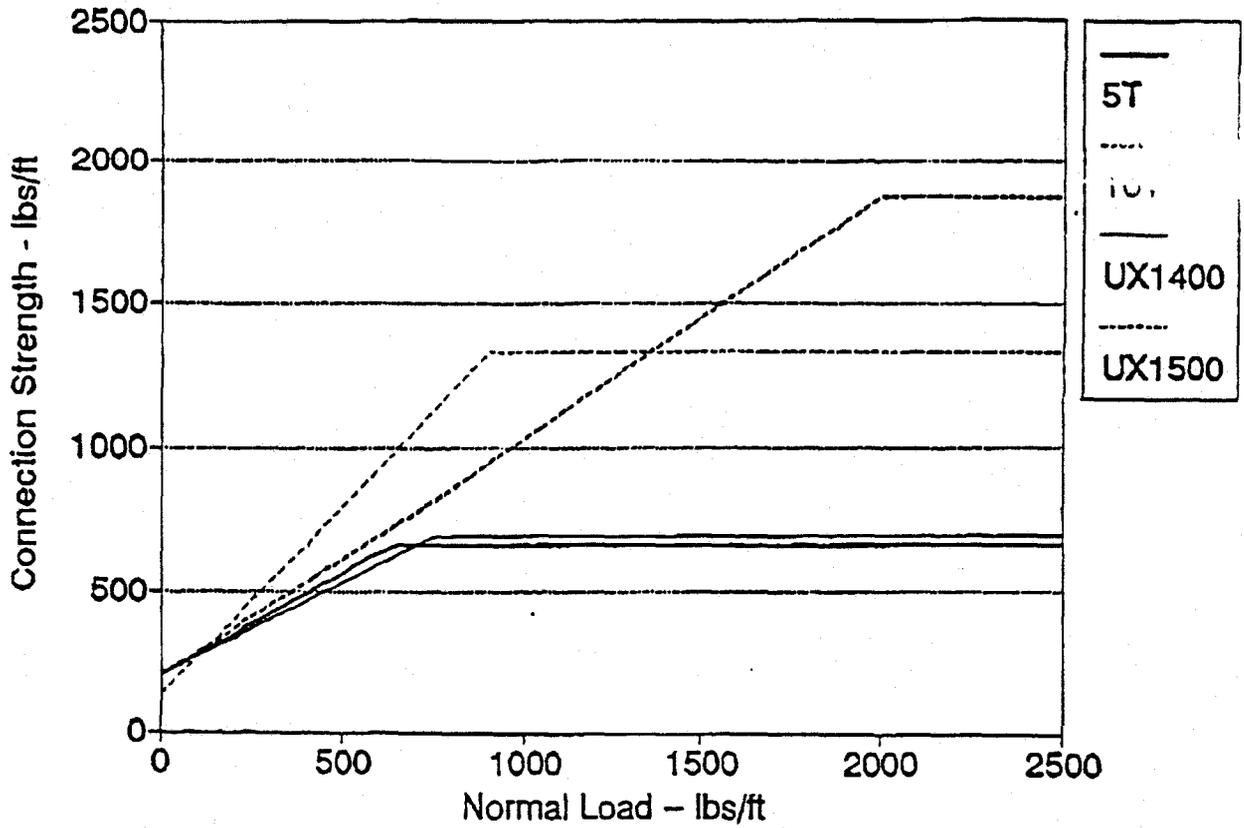
### ROCKWOOD Classic TENSAR UX1500

Figure 12 Mohr-Coulomb Diagram - Tensar UX1500



# ROCKWOOD Classic DESIGN CHART

Figure 13 Connection Strength Design Chart



## **ROCKWOOD** RETAINING WALLS, INC.

7200 N. Highway 63, Rochester MN 55906  
1-800-535-2375 Fax: 507-288-3810  
Internet: <http://www.retainingwall.com>

# PRODUCT SPECIFICATIONS

## PART 1 GENERAL

### 1.1 CONTRACTORS RESPONSIBILITIES

- A. Work includes furnishing and installing modular block retaining wall units to the lines and grades designed on the construction drawings and as specified herein.
- B. Work includes preparing foundation soil, leveling pad, unit fill, and backfill to the lines and grades designated on the construction drawings.
- C. Furnishing and installing all related materials required for construction of the retaining wall as shown on the construction drawings.

### 1.2 APPLICABLE SECTIONS OF RELATED WORK

- A. Section: Geogrid Specifications

### 1.3 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
 

ASTM C-90-90	Hollow Load-Bearing Masonry Units
ASTM C-140-75	Sampling and Testing Concrete Masonry Units
ASTM C-145-85	Solid Load-Bearing Concrete Masonry Units

### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall check the materials upon delivery to assure that proper material has been received.
- B. Contractor shall prevent excessive mud, wet cement, epoxy, and like materials which may affix themselves, from coming in contact with the materials.
- C. Contractor shall protect the materials from damage. Damaged material shall not be incorporated into the retaining wall system. Damaged units shall be evaluated for usage in the wall according to ASTM: C-90-75 (1981 Rev.)

### 1.5 DEFINITIONS

- A. Concrete retaining wall units are as detailed on the drawings and are specified under Section: Modular Retaining Wall Units.
- B. **Base Material** - the leveling pad which can consist of sand, gravel or unreinforced concrete. Base material design depends upon soil conditions at the site.
- C. **Unit Fill** - a free draining granular material used within and around the concrete units and 12" behind the wall.
- D. **Reinforced Fill** - the soil which is used as fill behind the wall units and within the reinforced soil mass if applicable.
- E. **Backfill** - compacted original situ or in situ soil located behind the reinforced soil mass.

### 1.6 SUBMITTALS

- A. Samples of all products used in this section.
- B. Latest edition of manufacturer's specifications on proposed material, method of installation and list of material proposed for use.

### 1.7 QUALITY ASSURANCE

- A. Soil testing and inspection service for quality control testing during earth work operations will be supplied by the owner.

## PART 2 ROCKWOOD CLASSIC SYSTEM

### 2.1 MATERIALS

#### A. Concrete Units

1. Concrete wall units shall have a minimum 28 day compressive strength of 3000 psl (a) in accordance with ASTM C-140-90. The concrete shall have adequate freeze/thaw protection with maximum water absorption requirements in accordance with C-140-90.
2. Exterior dimensions may vary in accordance with ASTM C-90-85. Units are required to have one square foot of face area each.
3. Retaining wall units shall provide a minimum of 100 pounds per square foot of wall face area.
4. Exterior face shall be textured.
5. Units shall be positively interlocked.
  - a. The units have an Anchor Bar in the middle of the unit on the bottom side. (Figure 1) The Anchor Bar positively locks into the two units below. (Figure 2)
  - b. The unit has NO pins. The ANCHOR BAR System is much stronger in shear than a pin system. The ANCHOR BAR creates an automatic setback of one inch per course. (Figure 3)

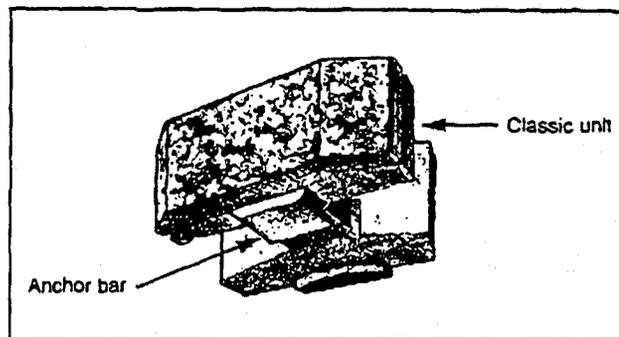


Figure 1 - Anchor bar location.

6. Unit information:

- a. Weight: 78 lbs. (35.38 kg) (approx.)
- b. Face area: 1 sq. ft. (.0929 m<sup>2</sup>)
- c. Unit size: 8"H, 18"W, 12"D  
(50.8 x 45.72 x 30.48 cm)
- d. Colors:
  - 1. Factory colors
  - 2. Custom colors: Special order
- e. Face Patterns:
  - 1. Beveled split face
  - 2. Straight split face

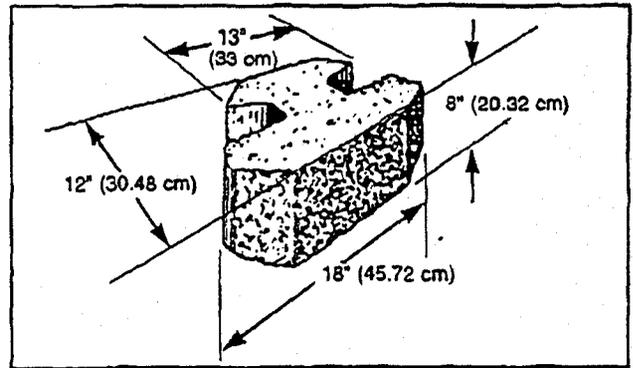


Figure 4 - Unit dimensions.

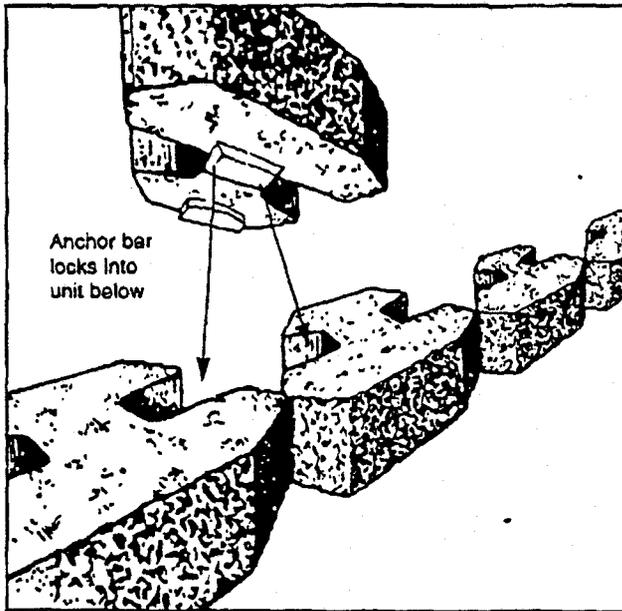


Figure 2 - Upper units "lock" into lower units.

7. Units have angled sides capable of concrete face of 3.5 ft. (106.68 cm) and convex radius of 2.5 ft. (76.20 cm)

B. Concrete Cap Units

- 1. There are two types of caps: rectangular for straight walls and angled for inside and outside curves.
- 2. Cap Unit Information:
  - a. Weight: 45 lbs. (approx.) (20.412 kg)
  - b. Face area: 1/2 sq. ft. (.045 m<sup>2</sup>)
  - c. Unit size: 4"H, 18"W, 9"-12"D  
(10.16 cmH, 45.72 cmW, 22.86-30.48 cmD)

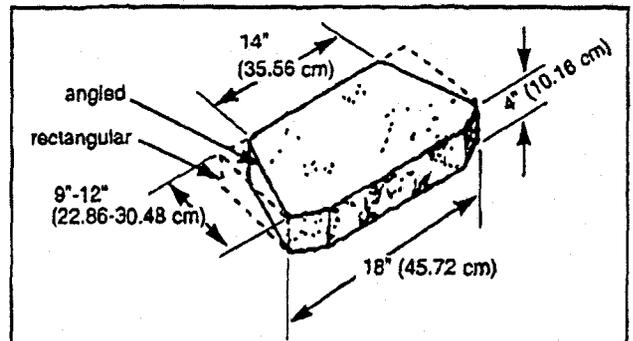


Figure 5 - Cap unit dimensions will vary by manufacturer.

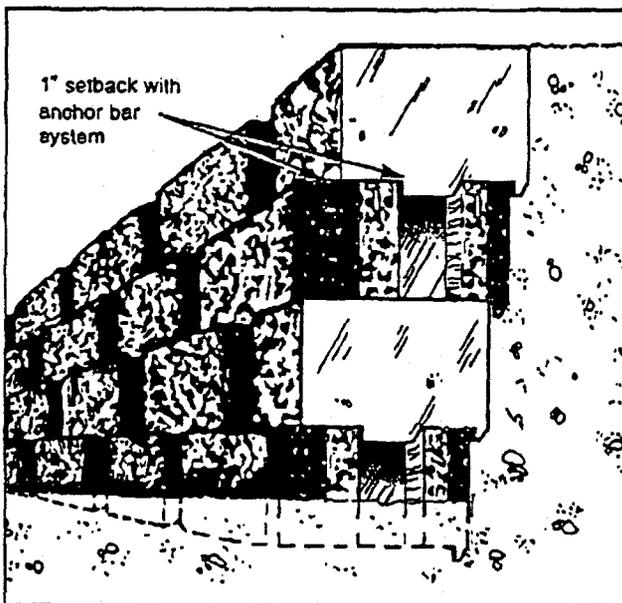


Figure 3 - Anchor bar system creates an automatic 1" setback per course of units.

d. Colors:

- 1. Factory colors: Gray, Buff and Brown
- 2. Custom colors: Special order

e. Face Patterns:

- 1. Beveled split face
- 2. Straight split face
- 3. Depending on the project, other capping alternatives may be available. Discuss the options with your dealer.

C. Acceptable Material

- 1. ROCKWOOD CLASSIC Wall System

PART 3 EXCAVATION

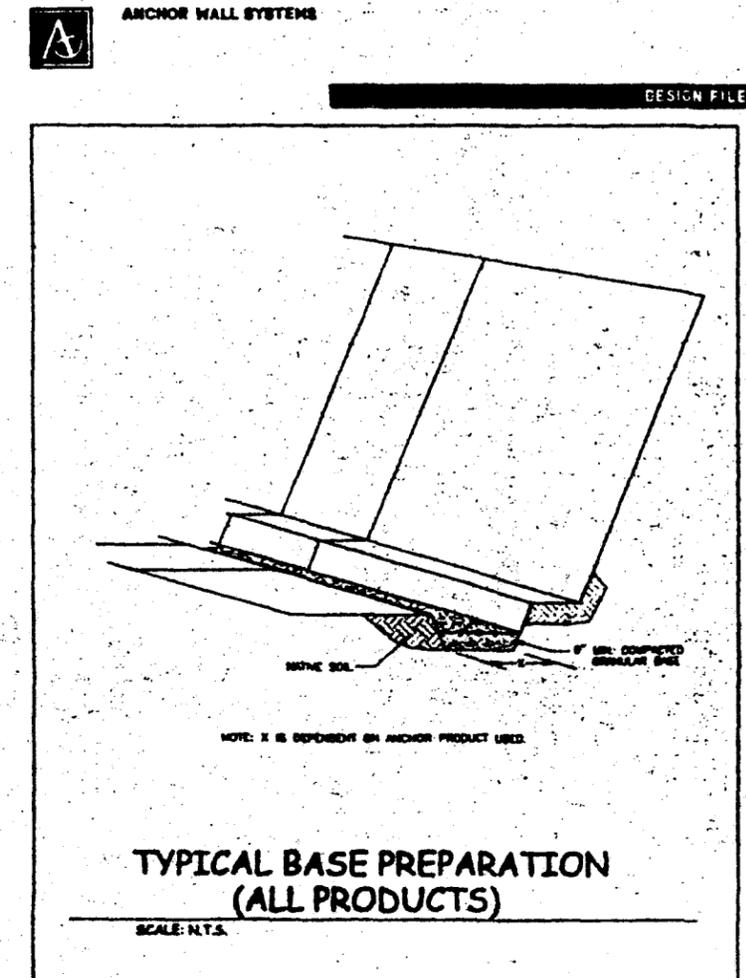
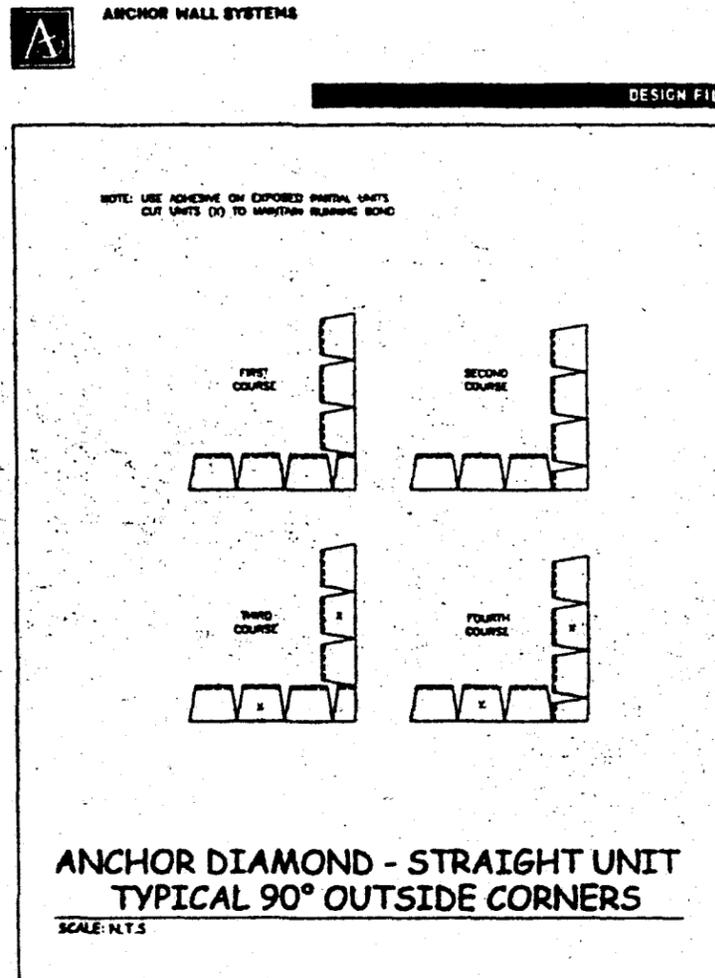
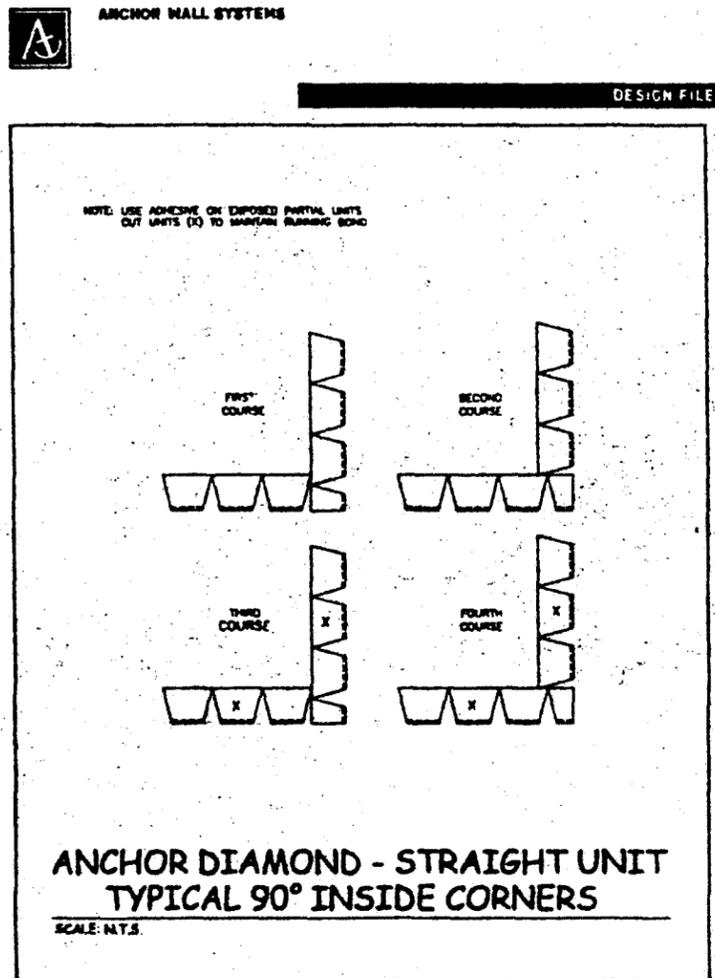
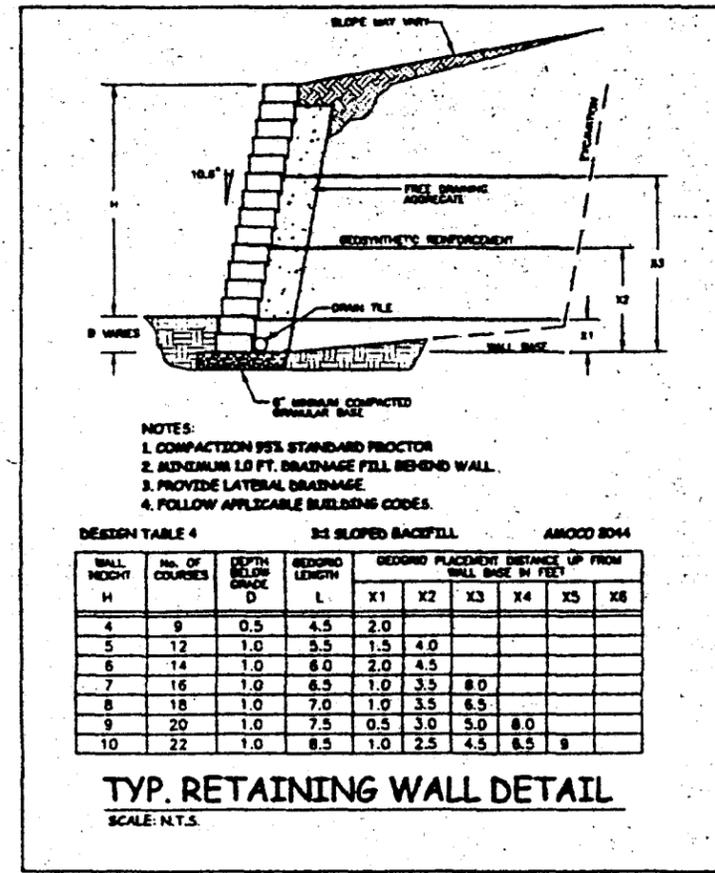
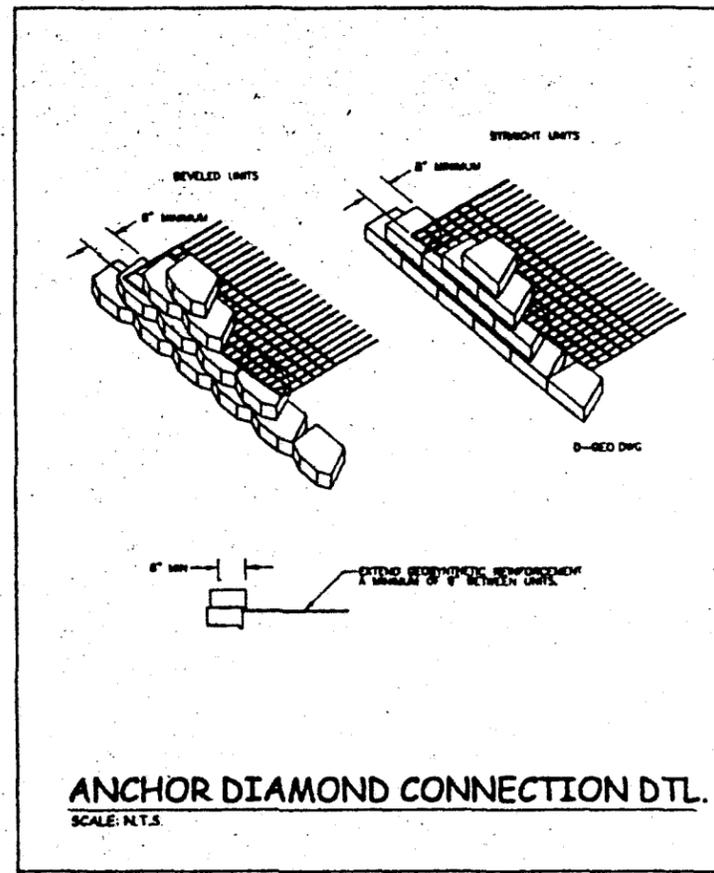
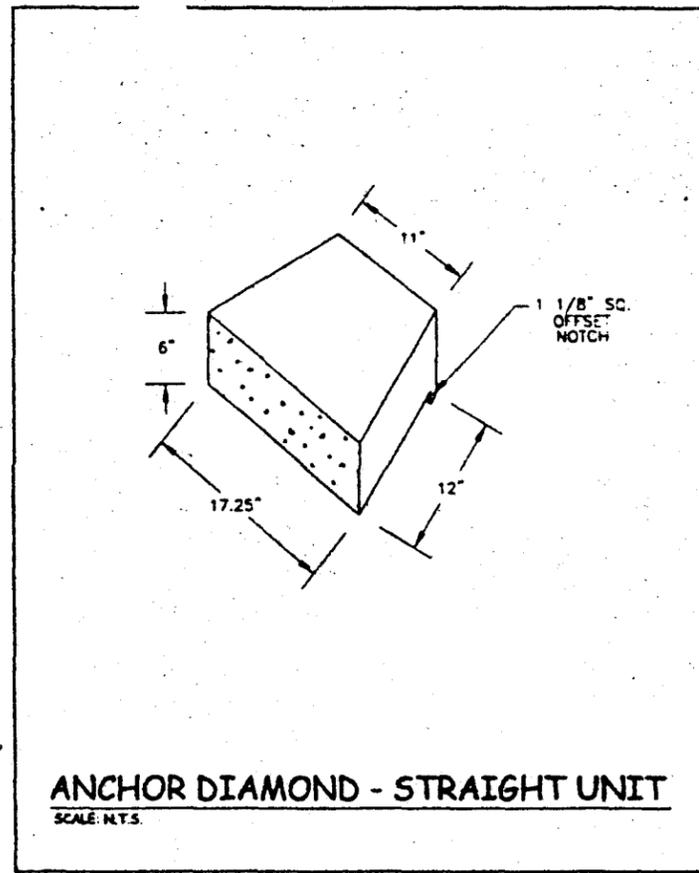
3.1 FOUNDATION INSTALLATION

- A. Contractor shall excavate to the lines and grades shown on the construction drawings. Over-excavation

*Rothwood - (alt. block)  
- looks better*

*Massie's Subcontractor -  
ACF Land Survey*

*Put in Plan  
by Mike  
Hordone*



TO: Adam

DATE:

FROM: Juan

9/6/05

For Your Comments

For Your Approval

Note & Return

Note & File

Reply & Send Me a Copy

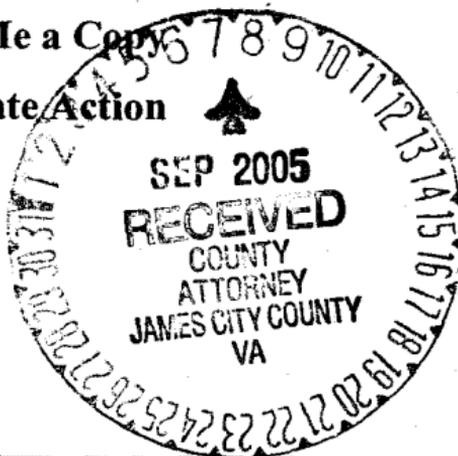
Take Appropriate Action

Call Me

See Me

FYI

Signature



COMMENTS:

Amended L/c

Approved -

Adam 9/7/05

MAY. -28' 98 (THU) 16:09 JCC/JCSA

TRANSACTION REPORT

Transmission  
Transaction(s) completed

NO.	TX DATE/TIME	DESTINATION	DURATION	PGS.	RESULT	MODE
452	MAY. 28 16:08		804 330 8924 0° 00' 44"	002	OK	N ECM

JAMES CITY COUNTY FAX FORM

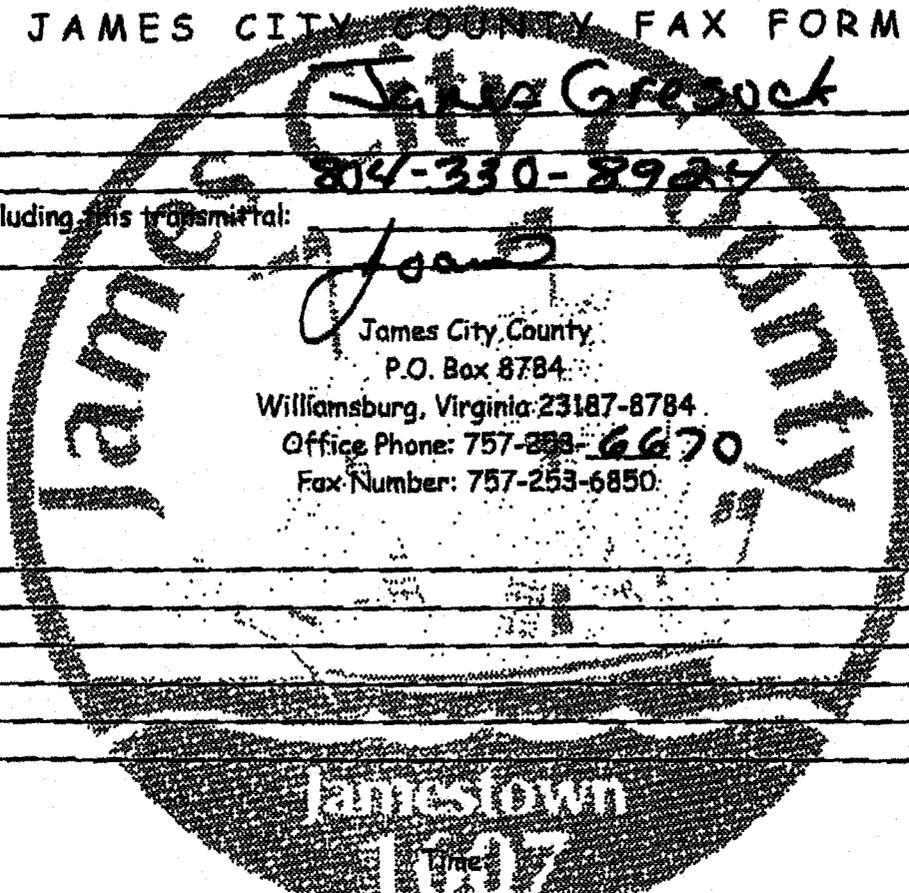
Name: James Grebeck

Firm or Company: \_\_\_\_\_

Facsimile Number: 814-330-8924

Number of pages including this transmittal: \_\_\_\_\_

From: Joan



Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

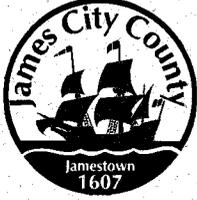
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

If you do not receive all pages, call 757-253-6671 as soon as possible



## DEVELOPMENT MANAGEMENT

101-E MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784  
(757) 253-6671 Fax: (757) 253-6850 E-MAIL: devtman@james-city.va.us

CODE COMPLIANCE  
(757) 253-6626  
codecomp@james-city.va.us

ENVIRONMENTAL DIVISION  
(757) 253-6670  
environ@james-city.va.us

PLANNING  
(757) 253-6685  
planning@james-city.va.us

COUNTY ENGINEER  
(757) 253-6678  
INTEGRATED PEST MANAGEMENT  
(757) 253-2620

May 28, 1998

Mr. James M. Gresock, Sr.  
Monticello Marketplace Assoc. LLC  
C/O S. L. Nusbaum Realty  
9211 Forest Hill Ave Suite 110  
Richmond VA 23235

RE: Monticello Marketplace - Offsite Borrow Plan Dated March 20, 1998

Dear Mr. Gresock:

Wachovia Letter of Credit No. LC 874-096218 must be amended to include the above referenced project. Please forward this information to Wachovia so that they may take the necessary action. Also, the Siltation Agreement and the Land Disturbing Permit must be amended to include this project and then initialed by you. If you have questions, please call me at 757-253-6670.

Sincerely,

Joan Williamson  
Management Assistant



# Erosion and Sediment Control Preconstruction Meeting Checklist

Project: MONTICELLO MKTPL. Date: 6/8/98 Time: 1:30 AM/PM  
BORROW AREA  
Permittee: MONTICELLO MKTPL. Address: \_\_\_\_\_  
ASSOC.  
Contractor: JACK MASSIE

1. Phasing of Erosion and Sediment Control Practices

A. Narrative Plan

B. Contractor-Developed Sequence of Construction

2. Installation Procedure for Erosion and Sediment Control Practices

- |                                                |                                                       |
|------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Construction Entrance | <input type="checkbox"/> Outlet Protection            |
| <input checked="" type="checkbox"/> Silt Fence | <input checked="" type="checkbox"/> Sediment Traps    |
| <input type="checkbox"/> Straw Bale Barrier    | <input type="checkbox"/> Sediment Basins              |
| <input type="checkbox"/> Rock Check Dams       | <input type="checkbox"/> Diversions                   |
| <input type="checkbox"/> Inlet Protection      | <input type="checkbox"/> Soil Retention Matting       |
| <input type="checkbox"/> Paved Channels        | <input type="checkbox"/> Mulching                     |
| <input type="checkbox"/> Temporary Seeding     | <input checked="" type="checkbox"/> Permanent Seeding |
| <input type="checkbox"/> Other                 | <input type="checkbox"/> Storm Drainage System        |

3. Inspection and Enforcement Procedures

- A. Permittee/Contractor Inspections
- B. County Inspections
- C. Enforcement Actions
1. Informal Contact
2. Inspection Report

# Erosion and Sediment Control Preconstruction Meeting Checklist

3. Notice to Comply \_\_\_\_\_

4. Legal Proceedings \_\_\_\_\_

4. Limits of Clearing, Tree and Other Critical Areas Protection Measures Inspection

A. Clearing limits properly flagged?  Yes  No

B. Color of flagging \_\_\_\_\_ N/A

C. Tree Preservation/Critical Areas protected adequately?  Yes  No

D. Color of Flagging \_\_\_\_\_

E. Tree Preservation/Critical Areas Protection Measures, Type \_\_\_\_\_

5. Attendees - Identify Contact Person for Erosion Control

Signature:	<u>Russell Garvin</u>	<u>William Co.</u>	<u>ORLANDO, FLA.</u>
Printed Name:	<u>Ruby Cook</u>	<u>Sue L. Massie</u>	
Company Affiliation:	<u>Steve &amp; Marie</u>	<u>" " "</u>	
Address:	<u>Dundas White</u>	<u>Langley + McDonald</u>	
Phone No.:			

6. Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County Agent: David W. Meador

Date: 6/8/98

Title: Engineering Inspector

ENVIRONMENTAL DIVISION REVIEW COMMENTS  
MONTICELLO MARKETPLACE  
PLAN NO. SP-72-98 *PTM/DEC*  
June 17, 1998

1. Label the Sediment Traps with the standard symbols and abbreviations provided in the 1992 edition of the VESCH, Chapter 3.
2. Provide a detail for the sediment traps including a detail for the proposed drop inlet on the largest basin
3. Provide the appropriate method of stabilization for all proposed drainage swales or conveyance channels.
4. On plan sheet # C-14 there is a reference to a modular retaining wall, please provide the following:
  - A. Provide a note on plan sheet C-14 which states that the modular retaining wall will be built in accordance with the manufacturers specifications and recommendations and will be in compliance with all applicable State and Local requirements.
  - B. Provide the manufacturers specifications and recommendations for the installation of the proposed retaining wall, including this projects design parameters.
5. Provide a revised phasing plan and sequence of construction on the plan. The Erosion Control Narrative and Sequence of Construction submitted does not clearly identify the items that presently exist or the existing onsite grade elevations. In addition items #4-6 of the narrative must be revised so that the timing of the installation and location of those items described are clearly identified. Place the revised Sequence of Construction on the plan.
6. The Sediment trap shown on plan sheet #C-14 located on the property line dividing two of the out parcels should be relocated so that the proposed "Chick-Fil-A" outparcel construction will not eliminate the trap.

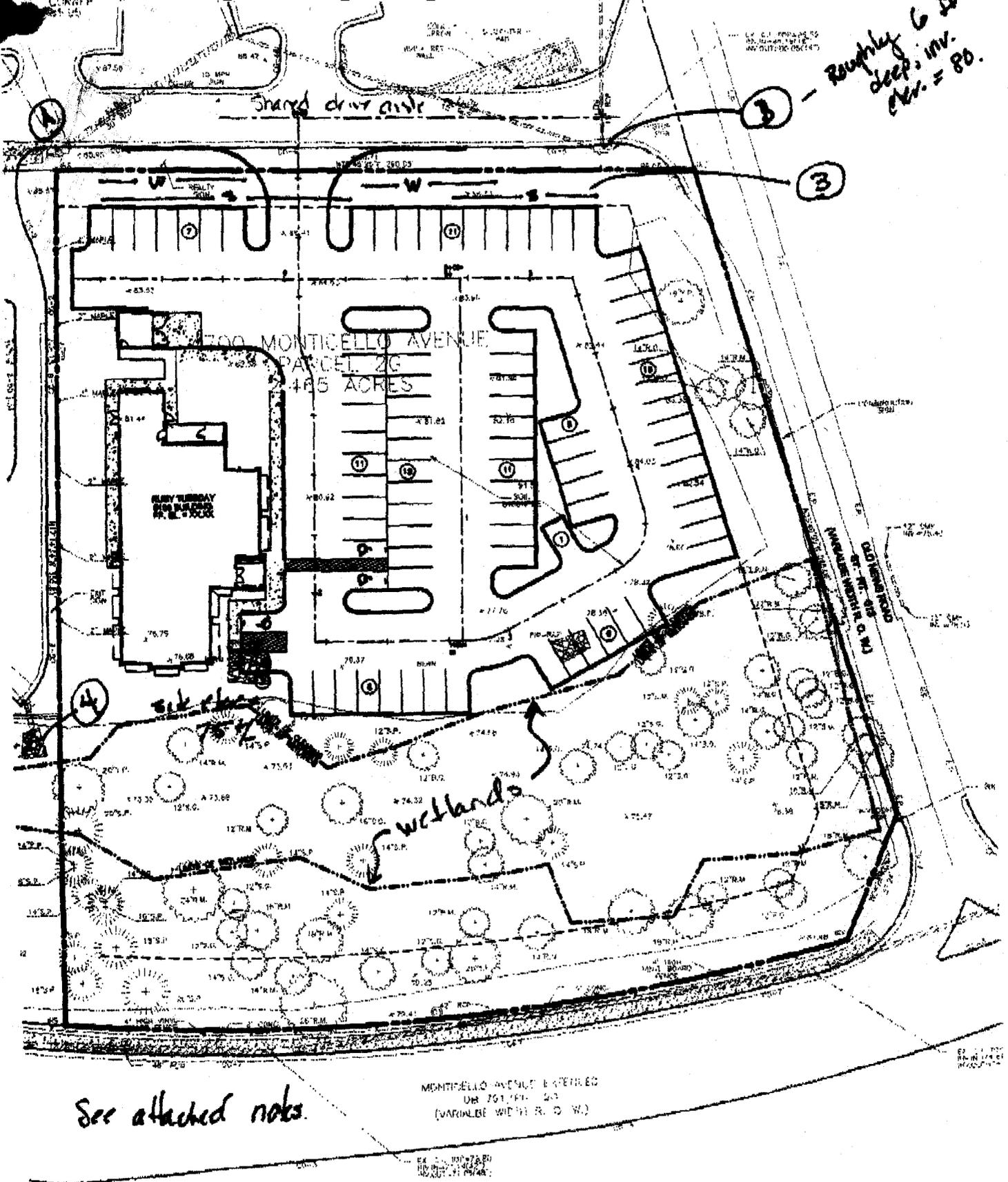


ENVIRONMENTAL DIVISION REVIEW COMMENTS  
MONTICELLO MARKETPLACE  
AMENDED BORROW PLAN  
December 8, 1998

*MCE/DEC*

- ✓ 1. Provide an invert elevation for the 18 inch HDPE slope drain serving sediment trap number 2.
- ✓ 2. Provide temporary diversions along the entire western edge of the site, to convey the flows to sediment trap number 1.
- ✓ 3. Provide a stable channel from all dikes and swales into the bottom of both traps, so the flows will not erode the sides of the traps.
- ✓ 4. Provide a note that all traps, swales, and diversion dikes will be topsoiled, and stabilized with seed and straw as a first step measure.
- ✓ 5. Provide an erosion control narrative plan for the project.
6. Provide a stone construction entrance at the point of ingress to the project.
- ✓ 7. Provide a note that all slopes greater than 3:1 shall be stabilized with EC-2 matting and that no slopes are to be created steeper than 2:1
- ✓ 8. General note number 3 addresses select clearing. Provide additional information on areas to be cleared, or revise the note to indicate no clearing is to take place.
- ✓ 9. General note number 10 concerns stockpiling of imported material. Importing of material (other than topsoil for stabilization) is not a part of this plan or permit.
- ✓ 10. Revise general note number 11 to require the written permission of James City County prior to any changes, additions, or deletions to the approved plan.
- ✓ 11. Provide a final stabilization plan for this site.

99162.MONTICELLO MARKETPLACE SHOPPING CENTER-33



See attached notes.

MONTICELLO AVENUE EXTENDED  
UR 751/11- 2-3  
(VARIABLE WIDTH R.O.W.)

DANNY

## Monticello Marketplace

Draft Comments for Internal Staff Discussion

June 27, 1997

I have reviewed the site plan for *Monticello Marketplace* and have outlined below some comments for the purpose of discussion. I'd like to meet with everyone before July 4<sup>th</sup> and come to a consensus on the site planning issues in terms of aesthetics, landscaping, etc. The building elevations are in the Planning hallway and the plans are in my office for your review. This plan goes to the DRC on July 30<sup>th</sup>. Thanks.

### 1. Pedestrian Circulation & Access

More sidewalks and brick pavers need to be installed in the interior of the site and along the perimeter.

- Sidewalks needed in front of outparcels, along News Road Relocated, News Road (?)
- Brick pavers across drive aisles to connect all pedestrian walkways.
- Brick pavers across road intersections to delineate pedestrian walkways – slows motorists down and makes pedestrian areas more noticeable.
- Additional handicap ramp needed in front of target.
- Additional walkway running perpendicular to target is needed.

### 2. Aesthetics.

- Dumpsters should be enclosed on all four sides. 3 sides shall be screened by solid brick wall to match exterior of building. Front should be screened by decorative gate that is durable and easy to open and close.
- Site plan should have a note that states – "outside sales and storage of merchandise are prohibited." We do not want them "roping" off an area in the parking lot and selling mulch, etc.
- Some of the light poles do not appear to be located within raised median areas. All lights shall be located within raised median areas within the parking area. We need a detail showing what the light posts will look like. Marvin will need to review the lighting plan.
- Lighting Plan. The plan needs to show the footcandle measurements off-site. What will the impact of these lights be on adjacent properties. OMS will need to review this.
- HVAC equipment, electrical boxes, etc. What assurances do we have that these will be properly screened.
- Any signs in the parking lot (i.e. Cottage Cheese Lane) like Marvin and I saw at the Ukrop's in Short Pump.
- Any designated collection areas for shopping carts. The design of these should be a step above the ordinary.
- Building Elevations. We appreciate the revisions made to the front facades of the shopping center. We have the following suggestions that we hope can be incorporated into the final design:

*Continue the roof line across the front of the grill and café. Right now it sort of sticks out like a sore thumb.*

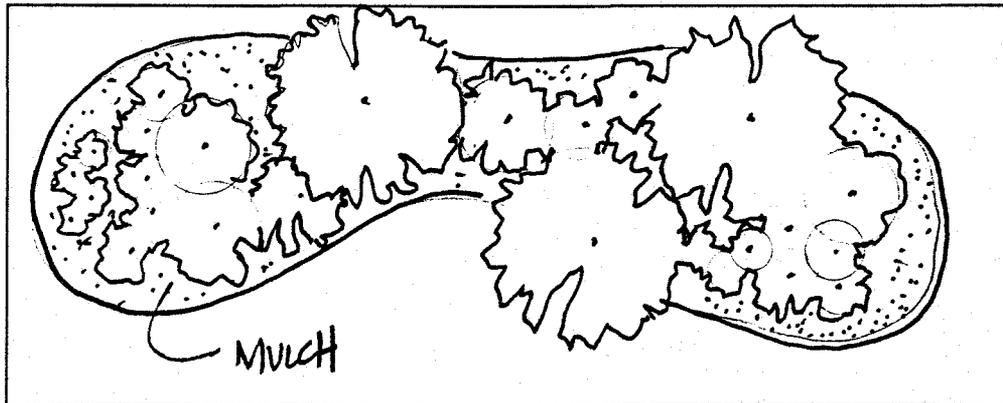
*The windows of the café do not match well with the other elements of the center. We suggest using panes and window sills to give the windows a more "classic" look.*

*Would it be possible to continue the roofline across the front of Target. At the very least plant some larger trees in front to help "soften" the mass of brick.*

- We need to see elevations of the detached shop nearest existing News Road.

### 3. Landscaping.

- Provide landscaping in front of Target. Currently none exists.
- The amount of landscaping provided meets the minimum ordinance requirements.
- We need to discuss perimeter landscaping – is it enough?
- From a maintenance perspective it may be better to limit the amount of grass within medians (i.e. island behind small shops next to Target show Sod – it would be better to plant a tree and mulch this entire island.)
- We would prefer that all perimeter landscaping be included in large island beds which are mulched.



Comments  
From File:

ENVIRONMENTAL DIVISION REVIEW COMMENTS  
MONTICELLO MARKETPLACE  
PLAN NO. SP-40-97  
June 30, 1997 DEC

1. A Land Disturbing Permit and Siltation Agreement, with surety, are required for this project.
2. Provide a soils map to delineate the different soil types in accordance with the James City County Soil Survey.
3. Show any temporary soil stockpile areas, staging and equipment storage areas.
4. Identify any off-site land disturbing areas required with proper erosion control measures.
5. Due to the size and nature of this project, provide a phasing plan and sequence of construction on the plan.
6. Provide a Narrative Plan for the project.

OK? 7. The existing drainage channel in the wetlands system is inadequate to handle the present storm flows and will certainly not be adequate to handle the future flows generated by this development. This discharge will also seriously degrade the wetlands system where the channel is located. Further, the current configuration of large pipes and riprap structures will create a negative visual impact in front of the shopping center. Therefore, all storm runoff from this site needs to be piped into or discharge near the flared end section at the intersection of Monticello and News Road Relocated.

8. Provide evidence that any required wetlands permits have been obtained.
9. Provide existing topography for the southeastern portion of the site shown on sheets C-14 and C-15. Also show the proposed grading presently shown on the landscape plan on the grading and drainage sheets. It is difficult to evaluate the erosion control needs of the site without all the information shown on one sheet.

OK? 10. Provide on the drainage map the size of the areas 9, 15, 16, and 17.

11. Slopes in excess of 3:1 are being created along the southern edge of the project where it meets Relocated News Road and Monticello Road. These slopes must be reduced to 3:1 or flatter or special treatment specified to ensure stabilization of these slopes. These slopes appear on sheet C-13.

NOT 12. Provide a note on the plan that requires the stabilization of created slopes in 10-foot vertical increments.

13. Provide temporary slope drains at the gravel outlet structures shown on sheet C-14 to convey

placed on the plan OK

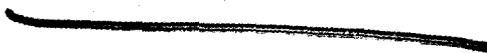
runoff safely down the fill slopes.

14. Delete the silt fence shown on the far right side of sheet C-14 as it appears to serve no purpose.
15. The erosion control plan for this site is inadequate. The only control measures shown are inlet protection and fill diversions, both of which are functional only after fill has been placed (and only with a stable outlet structure), and all pipe has been laid. Provide an erosion control plan to adequately protect the site beginning with the clearing stage.
16. The wetlands along the southern boundary of the site must be protected at all times from sedimentation. This area is to remain as a viable buffer/screen between Monticello Extended and the shopping center.
17. Provide information on the maintenance of drainage structures for this site. Several of the structures are to be installed on the VDOT right of way and will convey runoff from a VDOT road, through a private drainage system. Therefore, provide drainage easements through the Marketplace site and execute an Inspection/Maintenance Agreement with the county for the drainage system to ensure long term maintenance.
18. Authority to use the offsite stormwater management basin as a sediment basin must be provided. If it is allowed by VDOT to use this basin during construction, information must be provided concerning its capacity to serve as a sediment basin for this almost 40 acre project.
19. Provide inlet calculations for the drainage system.
20. The plan needs to address erosion and sediment control along News Road Relocated at the southwest corner of the site adjacent to Target. In the early stages of construction flow will be toward News Road Relocated until fill is brought in to raise the elevation.

JTPH  
ALLEN  
OMS

⊖ DARRYL

WEDNESDAY  
JULY 2



ATTACHED ARE THE COMMENTS  
FOR MONTICELLO MARKETPLACE  
BASED ON OUR MEETING YESTERDAY.  
PLEASE REVIEW ⊖ COMMENT. I  
WOULD LIKE TO RECEIVE YOUR THOUGHTS  
ON THE ARCHITECTURE/MATERIALS  
ⓐ TOMORROW'S DMIT. I WOULD  
LIKE TO WRAP THIS UP TOMORROW  
⊖ SENT ALL OF OUR COMMENTS  
OUT TOMORROW.

THANKS

Matt

## Monticello Marketplace

Agency Comments

July 2, 1997

### Planning Division

#### 1. Pedestrian Circulation & Access.

- a. We would like for all pedestrian walkways to be unique in terms of materials and construction. We would suggest the use of brick pavers, brick, or other similar materials to make the pedestrian walkways a prominent and noticeable feature of the center. These materials should link the walkways across drive aisles to provide one continuous pedestrian path.
- b. Please provide sidewalks in front of the outparcels (side closest to parking area), along News Road Relocated (from Monticello Avenue to News Road) and along existing News Road adjacent to the outparcel. Sidewalks will also be required along Powhatan Parkway and News Road when the commercial parcels south of Monticello Avenue are developed. Please consider installing these sidewalks as part of this project.
- c. Provide a formal pedestrian connection which would link Jester's Lane and the shopping center. The walkway/steps would provide residents direct access to the shopping center.
- d. Provide a formal pedestrian walkway (brick pavers) from the existing News Road entrance (on the western side of the center) to the sidewalk adjacent to retail shop # 6.
- e. Provide brick pavers across drive aisles to connect all pedestrian walkways. Please reference the attached graphic for recommended locations.
- f. Provide an additional handicap ramp in front of Target.
- g. Please relocate the pedestrian walkway in the Target parking lot to align with the front of Target's entrance. This walkway should be increased to a minimum width of 28 feet. The walkway shall be 8 feet in width with 10' wide landscape area on each side. The landscape area should contain large shade trees, ornamental lights, and other pedestrian amenities. Please reference the attached graphic.
- h. The walkway and planting areas in front of (& running parallel to) Ukrop's and the retail shops (# 14-17) should match the one provided in front of Target.

#### 2. Aesthetics.

- a. Dumpsters should be enclosed on all four sides. Three sides shall be fully screened by a solid brick wall. The front of the dumpster should be screened by decorative gate (aluminum, steel, or other metal -- not wooden) that is durable and easy to open and close. The purpose of the gate is to screen the front of the dumpster(s).
- b. The site plan shall contain a note that states -- "outside sales and storage of merchandise is prohibited."

- c. Will there be any street signs in the parking lot like those provided at the Short Pump facility?
  - d. There are no formal shopping cart collection areas shown on the plan. Please illustrate how the shopping cart collection and distribution will function. The design of these facilities should be a step above the ordinary.
3. **Site Lighting.** Staff is still reviewing the lighting plan, however preliminary comments to be addressed are listed below.
- a. Please provide the footcandles measurements along adjacent property lines and rights-of-way. The lighting plan shall clearly illustrate the effects site lighting will have on adjacent properties.
  - b. Some of the light poles do not appear to be located within raised median areas. Please clarify the type and location of parking lot lights.
  - c. All parking lot lights and mounted building lights, particularly those on the rear and sides of buildings, shall have recessed fixtures and shall not exceed 30 feet in height.
4. **Building Elevations.** We appreciate the revisions made to the front facades of the shopping center. We have the following suggestions that we hope can be incorporated into the final design:

*The windows of the café do not match well with the other elements of the center. We suggest using panes and window sills to give the windows a more "classic" look.*

*Would it be possible to continue the roofline across the front of Target. As an alternative perhaps installing some landscaping across the front of the store would help to "soften" the mass of brick.*

Please provide elevations of the detached retail shop nearest existing News Road and the retail shops adjacent to Target.

Please provide photographs of the stained split block material to be used on the rear of all buildings.

Please provide a bold note on the plan that states, "HVAC equipment and other utilities, downspouts, and gutters shall be painted to match the split block color and blend with surface materials."

5. **Landscaping.**

- a. Please provide landscaping in front of Target. The landscaping should be similar to the landscaping that is provided in front of Ukrop's and the other retail shops.
- b. Please provide additional landscaping at the News Road relocated entrance. This additional landscaping can be ground cover and/or additional seasonal color.
- c. Additional perimeter landscaping and/or a brick wall is needed along existing News Road behind Target and particularly behind the retail shops adjacent to Target. We are particularly concerned about the appearance of the rear of the retail buildings and the dumpster. As it stands now, much of the dumpster pad site and the rear of the

retail shops (# 2-6) will be visible from News Road. Attached is a conceptual plan which shows how additional landscaping could be provided by eliminating one row of parking.

- d. The landscaping provided behind the Ukrop's along News Road will not effectively screen the rear of the center due to the downward sloping grade toward the center. We would recommend that a retaining wall be installed to reduce the slope. We would also recommend moving the wax myrtles, hollies, and other similar evergreen shrubs closer to News Road. Please reference the attached graphic.
- e. From a maintenance perspective it may be better to limit the amount of grass within medians (i.e. island behind small shops next to Target show Sod – we would suggest planting a tree and mulching this entire island.)
- f. We would prefer that all perimeter landscaping be included in large island beds which are mulched.
- g. Eight of the parking aisles within the Target parking area measure 165' in length. This exceeds the maximum length of 150'. Please provide increase the width of the landscape islands within these rows to reduce the length of the parking aisles.

### **Environmental**

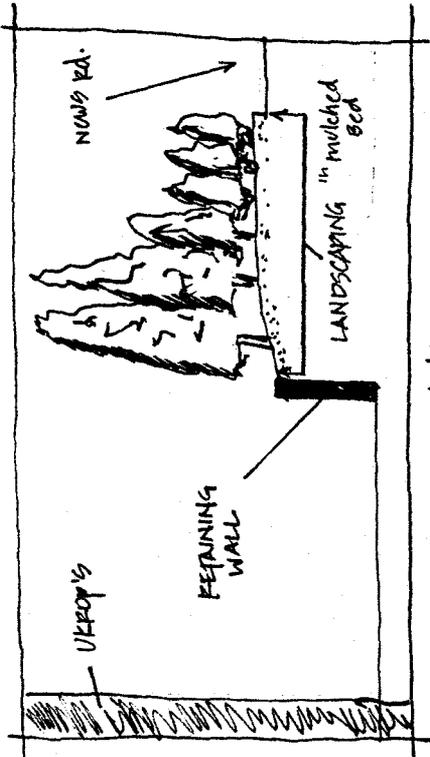
1. As shown on sheet C-14 of the plan, the amount of fill and grading is excessive and unacceptable. The final grade of elevation 68 should be moved toward the parking lot ("pulled away" from wetland area) a minimum of 35 feet. The objective is to preserve a substantial buffer of trees and open space between the parking area for the outparcels and the wetland area.
2. The use of fly-ash for fill material is **not** acceptable.
3. There shall be no clearing allowed in the wetland areas or adjacent buffer areas.
4. Please refer to the attached Code Compliance comments dated June 30, 1997.

### **VDOT**

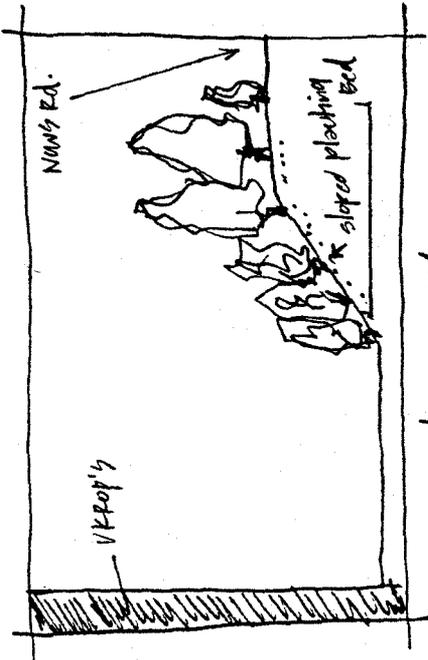
1. Please refer to the attached comment letter dated \_\_\_\_\_.

### **Fire Department**

1. Please reference the attached comment letter dated 6/17/97.

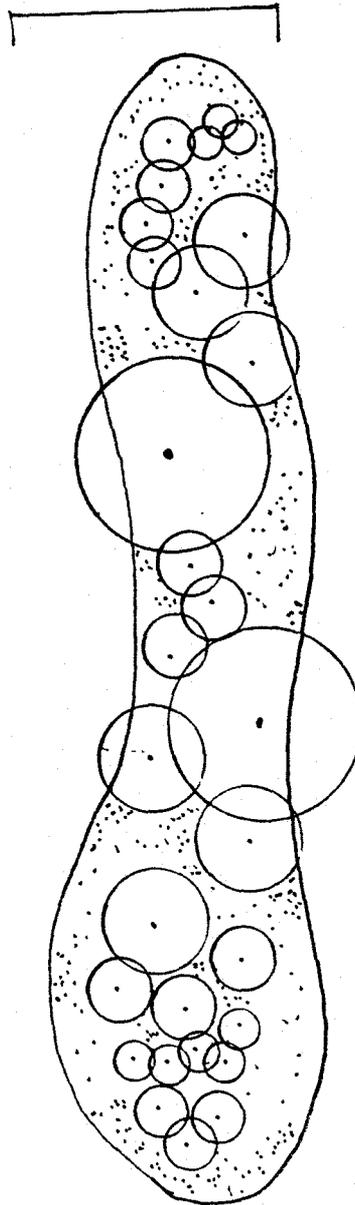


Recommendation



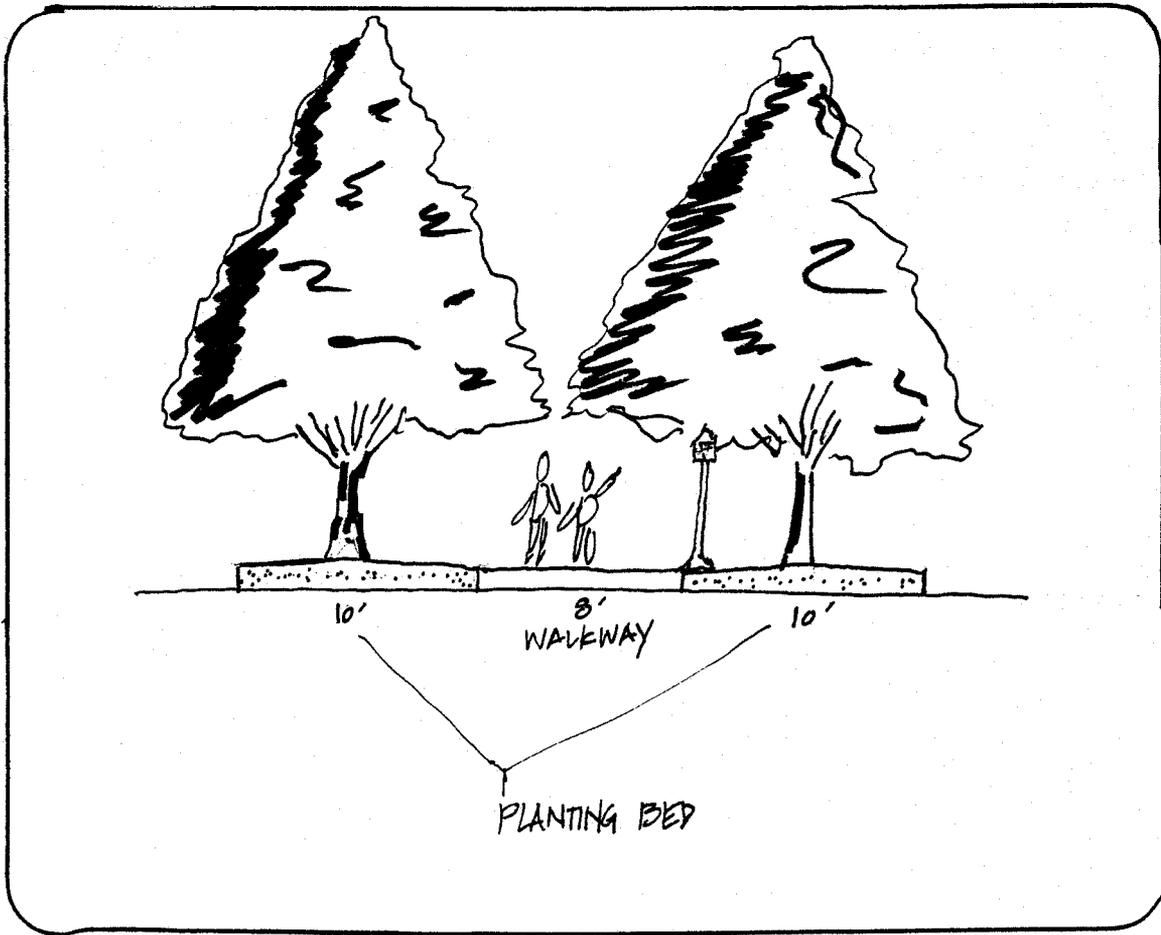
current proposal

ENSURE ALL PLANTING (PERIMETER)  
IS CONTAINED WITHIN LARGE  
MULCHED PLANTING BEDS.



# WALKWAY CROSS-SECTION

99162-MONTICELLO\_MARKETPLACE\_SHOPPING\_CENTER-44



FILE -  
Monticello Mktplc

TO: JTPH  
MARVIN  
ALLEN  
DARRYL

7.17.97

RE: MONTICELLO MARKETPLACE  
TODAY'S MEETING

ATTACHED ARE BOUG WHITE'S COMMENTS ON  
OUR COMMENTS. AT TODAY'S MEETING (1:30 PM BLDG C  
CONF ROOM  
UPSTAIRS)  
WE WILL FOCUS OUR DISCUSSION ON THOSE  
ISSUES WHICH DO NOT HAVE AN "OK" BY THEM.

THE ORDER OF ITEMS WILL BE:

- ① ENVIRONMENTAL ISSUES (DARRYL)
- ② LANDSCAPING, PARTICULARLY  
PERIMETER SCREENING (MAJOR ISSUES)
- ③ ARCHITECTURE & BUILDING MATERIALS
- ④ OTHER SITE ISSUES - (PED. CIRCULATION,  
SIGNAGE, & AESTHETICS)
- ⑤ LANDSCAPING - SMALLER, DETAIL ISSUES



## DEVELOPMENT MANAGEMENT

101-E MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23185-8784  
(757) 253-6671

E-MAIL: devman@james-city.va.us

Fax: (757) 253-6850

CODE COMPLIANCE  
(757) 253-6626

COUNTY ENGINEER  
(757) 253-6678

INTEGRATED PEST MANAGEMENT  
(757) 253-2620

PLANNING  
(757) 253-6685

E-MAIL codecomp@james-city.va.us

E-MAIL planning@james-city.va.us

July 10, 1997

Mr. Doug White  
Langley & McDonald  
201 Packets Court  
Williamsburg, VA 23185

**RE: Case No. SP-63-97 Monticello Marketplace**

Dear Mr. White:

We have reviewed the above-referenced site plan and have outlined comments and deficiencies below. We would like to meet with you to discuss these comments prior to a re-submittal. Once we have had an opportunity to discuss these comments, please make the appropriate revisions and submit 10 copies of the revised plan.

### Planning Division

#### 1. Pedestrian Circulation & Access.

- OK  
(Crosswalks)
- a. We would like for all pedestrian walkways to be unique in terms of materials and construction. We would suggest the use of brick pavers, brick, or other similar materials to make the pedestrian walkways a prominent and noticeable feature of the center. These materials should link the walkways across drive aisles to provide one continuous pedestrian path. Please reference the attached graphic for recommended locations of pedestrian connections across drive aisles.
  - b. Please provide sidewalks in front of the outparcels (side closest to parking area), along News Road Relocated (from Monticello Avenue to News Road) and along existing News Road adjacent to the outparcel. Sidewalks will also be required along Powhatan Parkway and News Road when the commercial parcels south of Monticello Avenue are developed. Please consider installing these sidewalks as part of this project.
  - c. Provide a formal pedestrian connection which would link Jester's Lane and the shopping center. The walkway/steps would provide residents direct access to the shopping center.
- OK

OK  
(Concrete)

- d. Provide a formal pedestrian walkway (brick pavers or similar) from the existing News Road entrance (on the western side of the center) to the sidewalk adjacent to retail shop # 6.

OK

- e. Provide an additional handicap ramp in front of Target.
- f. Please relocate the pedestrian walkway in the Target parking lot to align with the front of Target's entrance. This walkway should be increased to a minimum width of 28 feet. The walkway shall be 8 feet in width with 10' wide landscape area on each side. The landscape area should contain large shade trees and other pedestrian amenities. Please reference the attached graphic.

OK

- g. The walkway and planting areas in front of (& running parallel to) Ukrop's and the retail shops (# 14-17) should match the one provided in front of Target.

OK

- h. Is there a side entrance to Target? If not, perhaps the 2 handicap spaces provided on the side of the building would be better located in the front of the building.

- i. The turning radiuses for the three islands in the Target parking lot (closest to the outparcels) seem tight.

**2. Aesthetics.**

OK  
(Split face block)

- a. Dumpsters should be enclosed on all four sides. Three sides shall be fully screened by a solid brick wall. The front of the dumpster should be screened by a decorative gate (aluminum, steel, or other metal – not wooden) that is durable and easy to open and close. The purpose of the gate is to screen the front of the dumpster(s).

OK

- b. The site plan shall contain a note that states – "outside sales and storage of merchandise is prohibited." *except by special permit*

- c. Will there be any street signs in the parking lot like those provided at the Short Pump facility? *no*

*Ukrops* OK  
*Target - will pursue*

- d. There are no formal shopping cart collection areas shown on the plan. Please illustrate how the shopping cart collection and distribution will function. The design of these facilities should be a step above the ordinary.

3. **Site Lighting.** Staff is still reviewing the lighting plan, however preliminary comments to be addressed are listed below.

OK

a. Please provide the footcandle measurements along adjacent property lines and rights-of-way. The lighting plan shall clearly illustrate the effects site lighting will have on adjacent properties.

OK

b. Some of the light poles do not appear to be located within raised median areas. Please clarify the type and location of parking lot lights.

OK

c. All parking lot lights and mounted building lights, particularly those on the rear and sides of buildings, shall have recessed fixtures and shall not exceed 30 feet in height.

OK

d. Please provide details of all of the lights to be used on site. Information to be submitted should include: profile of lighting fixtures, height of light poles, type of bulb and fixture, and other specific design elements of the fixtures.

4. **Signage.**

OK

a. Please provide more detail on the design and materials for the ground mounted entrance signs.

OK

b. Please show the location of all monument signs on the site plan. Also please include a note on the plan which states: "All signs shall conform to Article II. Division 3 Exterior Signs of the Zoning Ordinance. A building permit is required for all signs erected on site."

OK

c. Provide additional information on the Ukrops and Target building face signs. How Many? Are they proposed to be internally illuminated? Etc.

5. **Building Elevations.** *(To be addressed on architectural's)*

a. We appreciate the revisions made to the center. We have the following suggestions that we hope can be incorporated into the final design:

*The "ribbon" windows of the café do not complement other architectural elements of the center. We suggest using individual panes and window sills so the windows blend in with the surrounding architecture. Perhaps introducing arches above windows and separating the windows with brick would tie the café into the balance of the center. Please reference the attached sketch.*

*Please consider "breaking" the first and second stories of the café by the use of EIFS material or a band of a different color brick.*

*Please consider lowering the hip roof line of the canopy slightly to emphasize the vertical elements of the shopping center.*

*Please consider extending roof line of the canopy on the left hand side of Target (down to where the Pharmacy sign is now shown).*

*Please consider introducing stucco entrance features (smaller scale), like those of the rest of the center, around the service doors on the side of Target. Please see attached sketch.*

*The pharmacy sign is not recommended. We are still reviewing this to see if this sign is permissible per the Zoning Ordinance.*

- b. Please provide elevations of the detached retail shop nearest existing News Road and the retail shops adjacent to Target.
- c. Please provide photographs and material samples of the stained split block material to be used on the rear of all buildings.
- d. Please provide a bold note on the plan that states, "HVAC equipment and other utilities, downspouts, and gutters shall be painted to match the split block color and blend with surface materials."
- e. The design of the outparcel buildings should be consistent with, and complement, the architecture of the center.
- f. All HVAC equipment located on top of the building shall be adequately screened by parapet wall or other device. The HVAC equipment shall be completely screened from public view.

**6. Landscaping.**

**A. Interior Landscaping.**

- 1. *OK*  
*(space limitations)* Please provide landscaping in front of Target. The landscaping should be similar to the landscaping that is provided in front of Ukrop's and the other retail shops.
- 2. Please replace at least 50% of the lacebark elms along the side of Target with appropriate evergreen overstory trees. The lacebark elms are short-lived and perhaps another species would be more appropriate. Spacing of these trees should be a minimum of 20 feet.
- 3. *OK*  
*(ordinance says 25%)* There shall be a minimum 33 percent evergreen trees provided in the parking lots.

4. We have concerns about the long-term viability and suitability of the lacebark elms and weeping chinese cherries. We would like to discuss alternatives and hear your thoughts on why these particular trees were chosen.
5. Eight of the parking aisles within the Target parking area measure 165' in length. This exceeds the maximum length of 150'. Please increase the width of the landscape islands within these rows to reduce the length of the parking aisles. To be consistent, all of the center landscape islands in front of Target and buildings # 2-6 should be doubled in size with additional understory landscaping provided. In the previous conceptual plan there were two center medians provided.
6. We would like to discuss with you the merits of using crape myrtles in front of Target. Our preference would to continue the use of the red maples.
- OK 7. The crape myrtles planted on the north side of Target and behind Target may not get enough sun – please check the appropriateness of these trees at these locations.
- OK 8. Please confirm that the size of the dwarf burning bushes (EAC) used adjacent to the bench area will be of an appropriate size and scale.
9. Provide evergreen shrubs in parking lots that will attain a minimum height of 3 feet. We are concerned that the junipers provided within the parking lot will not achieve this desirable height.

**B. News Road Perimeter.**

The main objective for the landscaping on News Road is to screen the rear of Ukrops, Target, and the retail shops. We are not particularly concerned about the variety of plant materials – our foremost concern is that the landscaping effectively screen the rear of the buildings.

1. Additional perimeter landscaping and/or a brick wall is needed along existing News Road behind Target and particularly behind the retail shops adjacent to Target. We are particularly concerned about the appearance of the rear of the retail buildings and the dumpster. As it stands now, much of the dumpster pad site and the rear of the retail shops (# 2-6) will be visible from News Road. Attached is a conceptual plan which shows how additional landscaping could be provided by eliminating one row of parking.

2. Along all of the News Road perimeter: Replace the Redbuds and American Hollies with Loblolly Pines. Also, plant additional loblolly pines along the entire News Road perimeter.
3. Substitute Wax Myrtles for many of the low growing evergreen shrubs along the entire perimeter of News Road.
4. Eliminate the row of parking closest to News Road (behind Buildings # 7, 8, 9, 10, & 11) and provide additional landscaping in its place.
- OK* 5. Please provide additional landscaping at the News Road relocated entrance. This additional landscaping can be ground cover and/or additional seasonal color.
6. The landscaping provided behind the Ukrop's along News Road will not effectively screen the rear of the center due to the downward sloping grade toward the center. We would recommend that a retaining wall be installed to reduce the slope. We would also recommend moving the wax myrtles, hollies, and other similar evergreen shrubs closer to News Road. Please reference the attached graphic.
7. Where there is no berm, add taller evergreen shrubs (i.e. wax myrtles & hollies or similar) species for understory plantings. The planting pattern should be a fairly continuous non-uniform pattern.

#### **General Landscaping Comments**

- OK* a. From a maintenance perspective it may be better to limit the amount of grass within medians (i.e. island behind small shops next to Target show Sod – we would suggest planting a tree and mulching this entire island.)
- OK* b. We would prefer that all perimeter landscaping be included in large island beds which are mulched.

#### **Environmental**

1. As shown on sheet C-14 of the plan, the amount of fill and grading is excessive and unacceptable. The final grade of elevation 68 should be moved toward the parking lot ("pulled away" from wetland area) a minimum of 35 feet. The objective is to preserve a substantial buffer of trees and open space between the parking area for the outparcels and the wetland area.
2. The use of fly-ash for fill material is **not** acceptable.

3. There shall be no clearing allowed in the wetland areas or adjacent buffer areas.
4. Please refer to the attached Code Compliance comments dated June 30, 1997.

**VDOT**

1. Please refer to the attached comment letter dated June 26, 1997.

**Fire Department**

1. Please reference the attached comment letter dated 6/17/97.

**JCSA**

Comments will be forwarded to you as soon as they are received.

In order to ensure efficient emergency response by Fire, Police, and EMS personnel, it is essential that the Fire Chief be notified immediately if the name of the project changes from that shown on the plan.

Thanks for your cooperation and if you have questions please call.

Sincerely,



Matthew Maxwell  
Senior Planner

Attachments: Agency Comments  
Sketches & Graphics

F:\HOME\MATT\MSP\COMMENTS\sp6397#1.doc

ENVIRONMENTAL DIVISION REVIEW COMMENTS  
MONTICELLO MARKETPLACE  
PLAN NO. SP-40-97  
June 30, 1997 *DEC*

- OK* 1. A Land Disturbing Permit and Siltation Agreement, with surety, are required for this project.
2. Provide a soils map to delineate the different soil types in accordance with the James City County Soil Survey.
- OK* 3. Show any temporary soil stockpile areas, staging and equipment storage areas.
- None* 4. Identify any off-site land disturbing areas required with proper erosion control measures.
5. Due to the size and nature of this project, provide a phasing plan and sequence of construction on the plan.
6. Provide a Narrative Plan for the project.
7. The existing drainage channel in the wetlands system is inadequate to handle the present storm flows and will certainly not be adequate to handle the future flows generated by this development. This discharge will also seriously degrade the wetlands system where the channel is located. Further, the current configuration of large pipes and riprap structures will create a negative visual impact in front of the shopping center. Therefore, all storm runoff from this site needs to be piped into or discharge near the flared end section at the intersection of Monticello and News Road Relocated.
- OK* 8. Provide evidence that any required wetlands permits have been obtained.
- OK* 9. Provide existing topography for the southeastern portion of the site shown on sheets C-14 and C-15. Also show the proposed grading presently shown on the landscape plan on the grading and drainage sheets. It is difficult to evaluate the erosion control needs of the site without all the information shown on one sheet.
- OK* 10. Provide on the drainage map the size of the areas 9, 15, 16, and 17.
- OK* 11. Slopes in excess of 3:1 are being created along the southern edge of the project where it meets Relocated News Road and Monticello Road. These slopes must be reduced to 3:1 or flatter or special treatment specified to ensure stabilization of these slopes. These slopes appear on sheet C-13.
12. Provide a note on the plan that requires the stabilization of created slopes in 10-foot vertical increments.
- OK* 13. Provide temporary slope drains at the gravel outlet structures shown on sheet C-14 to convey

runoff safely down the fill slopes.

- OK* 14. Delete the silt fence shown on the far right side of sheet C-14 as it appears to serve no purpose.
15. The erosion control plan for this site is inadequate. The only control measures shown are inlet protection and fill diversions, both of which are functional only after fill has been placed (and only with a stable outlet structure), and all pipe has been laid. Provide an erosion control plan to adequately protect the site beginning with the clearing stage.
- OK* 16. The wetlands along the southern boundary of the site must be protected at all times from sedimentation. This area is to remain as a viable buffer/screen between Monticello Extended and the shopping center.
- Go to 1st Structure*  
17. Provide information on the maintenance of drainage structures for this site. Several of the structures are to be installed on the VDOT right of way and will convey runoff from a VDOT road, through a private drainage system. Therefore, provide drainage easements through the Marketplace site and execute an Inspection/Maintenance Agreement with the county for the drainage system to ensure long term maintenance.
- What are the arrangements for the sed basin*  
18. Authority to use the offsite stormwater management basin as a sediment basin must be provided. If it is allowed by VDOT to use this basin during construction, information must be provided concerning its capacity to serve as a sediment basin for this almost 40 acre project.
- OK* 19. Provide inlet calculations for the drainage system.
- put in berm*  
20. The plan needs to address erosion and sediment control along News Road Relocated at the southwest corner of the site adjacent to Target. In the early stages of construction flow will be toward News Road Relocated until fill is brought in to raise the elevation.

Darrel Cook



## Langley and McDonald, P.C.

Engineers  
Surveyors  
Planners  
Landscape Architects  
Environmental Consultants

GEORGE E. LANGLEY  
Consultant  
T. JOSEPH McDONALD  
1906-1982

August 25, 1997

Mr. Matthew W. Maxwell  
Senior Planner  
Development Management  
James City County  
P.O. Box 8784  
Williamsburg, VA 23187-8784

Re: Monticello Marketplace - Storm Water Management Plans

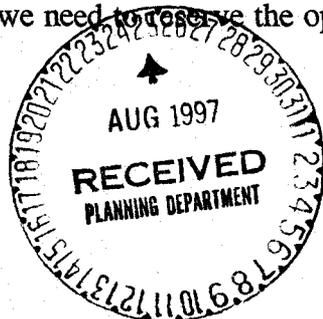
Dear Mr. Maxwell:

Attached are six sets of the portion of the site plan which are applicable to storm water management. These drawings address comments from the Environmental Division on the preliminary submittal and are a more fully engineered presentation of the issues at hand.

Responses to the August 12 comments from Environmental are as follows:

1. Small stilling basins are now included at the seven (7) inlet structures.
2. Design information regarding the off-site sediment basin as designed by VDOT is forthcoming from VDOT's engineers and will be provided as soon as it is received.
3. We have added a concrete weir at the upstream end of the main entrance road culverts to temporarily impound water. We propose a four foot high wall which will impound a 1/2-inch runoff and will crest at elevation 74.0. We do not recommend a higher wall for 1-inch runoff at elevation 75.0 because of concerns of breaching the main entrance road which has a low point elevation of 76.16. Calculations are attached.

We additionally need to clear this introduction of new impact area with the Corps of Engineers with regard to the wetlands permit already issued. Should this proposed solution appear to jeopardize that permit, we need to reserve the opportunity of re-evaluating this item.



MAIN OFFICE  
5544 Greenwich Road  
Virginia Beach, VA 23462  
(804) 473-2000  
FAX: (804) 497-7933

**FILE COPY**

201 Packets Court  
Williamsburg, VA 23185  
(804) 253-2975  
FAX: (804) 229-0049

Langley and McDonald

Mr. Matthew W. Maxwell  
Senior Planner  
Development Management  
James City County

August 25, 1997

Page 2

4. A note has been added that at least 75% of the parking area must be covered by stone before the berm can be cut down to final grade.
5. Slope drains have been added to the outparcels.

Please also note the following changes:

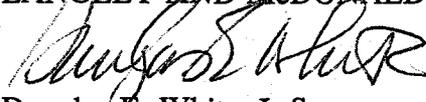
1. The outlet pipe for the project has been redesigned to discharge directly under News Road into the VDOT Sediment Basin (subject to VDOT approval of storm piping and structures in their right-of-way.)
2. Culverts under the main entrance have been reduced from three to two because of the reduction in discharge into this basin.
3. The slope line for fill on the outparcels has been repositioned to reflect review comments and agreements.

A revised Sequence of Operations is also attached.

We appreciate the guidance received from your office and particularly from the Environmental Office in addressing these issues and we hope that this resubmittal will allow the developer to be in position to receive a Land Disturbance Permit by the end of August. We also need to have the bonding level established for erosion control.

In the interest of schedule, please call me immediately if you foresee a need for any additional information or detect any problem areas.

Very truly yours,  
LANGLEY AND McDONALD, P.C.

  
Douglas E. White, L.S.  
Associate

DEW/dhm  
Enclosure  
Copy: Mr. James M. Gresock  
File 96046-7

**NARRATIVE SEQUENCE FOR MONTICELLO MARKETPLACE  
STORM WATER MANAGEMENT AND SITE CONSTRUCTION  
REVISED AUGUST 25, 1997**

**MAIN SITE**

1. Construct earthen berm to the contours shown along a line south and west of the main parking lot. Material for the berm is to be taken from the open field area north of the berm and from the rear and west side of Target site (open field areas only). Install temporary gravel release structures in berm to allow release of storm water prior to installation of storm pipe. Initial clearing will be permitted only to allow for construction of berm and pipes.
2. Install planned storm pipe from structure No. 22 near the southeast corner of Target's store to structure No. 66 just east of the main entrance road. Install 48-inch outfall pipe to VDOT sediment basin across News Road. Following installation of berm, the narrow line of trees running through Target's site may be cleared to allow installation of Target Store building pad from material from open field areas where grade needs to be lowered.
3. Clearing of main site (exclusive of outparcels) may begin following installation of berm provided that at least 100 feet of woodlands north of berm must be left in place until storm management pipe has been installed adjacent to berm.
4. Remainder of clearing and grading north of the berm may proceed once storm management pipe has been installed.

**OUTPARCEL SITES**

1. Outparcels are to be cleared from west to east. As clearing proceeds, contractor is to construct an earth dike with minimum height of two feet at the planned toe of fill slope.
2. Each outparcel will have a gravel outlet structure initially. Temporary slope drains are to be added to each parcel as the parcels are graded up. The earth dike is to be kept 2 feet higher than the low end of the parcels so as to create required 134 c.y./acre storage.
3. The dikes are to be returned along the parcel lines to isolate run-off within each parcel separately. Since the parcels may be developed separately, the dikes are to remain in place after filling the parcels has been completed.
4. The developer of each outparcel will then be responsible for further storm water management within their own site plan.



# Langley and McDonald

# Transmittal

ENGINEERS•PLANNERS•SURVEYORS

5544 Greenwich Road  
Virginia Beach, Virginia 23462  
(804) 473-2000

201 Packets Court  
Williamsburg, Virginia 23185  
(804) 253-2975

Project: MONTICELLO MARKETPLACE

To: DARRYL COOK From: DOUG WHITE  
ENVIRONMENTAL DIV Date: 9-8-97  
JCC ~~RE~~ DEV. MGMT Reply requested:  Yes  No  
 Reply to: \_\_\_\_\_

We are sending you:

- Attached
- Under separate cover via: \_\_\_\_\_
- Prints
- Copy of letter
- Plans
- Specifications
- Shop drawings
- \_\_\_\_\_

Transmitted as checked below:

- For your use
- As requested
- For review and comment
- For approval
- Return for correction
- Approved as noted
- Approved
- \_\_\_\_\_

Copies	Date	No.	Description
2		5 M1-5M3	STORM WATER MGMT. SHEETS - REVISED
2		1	DRAINAGE AREA MAP REVISED

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Copies

1. File: 96046-7

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Enclosures

Langley and McDonald

By: [Signature]

If enclosures are not as noted, kindly notify us at once.

ENVIRONMENTAL DIVISION REVIEW COMMENTS  
MONTICELLO MARKETPLACE STORMWATER MANAGEMENT PLAN & NARRATIVE  
PLAN NO. SP-63-97 *DEC*  
September 8, 1997

1. The Narrative Sequence dated August 25, 1997, needs to include an additional item as the first step in the construction process and that is the construction of the Route 199 sediment basin "D". This basin will need to be in place prior to the start of construction of the onsite berm and storm drain system. As this work is part of the ongoing construction for the state Route 199 project, construction of the basin could begin now in advance of the issuance of this project's Land Disturbing Permit to avoid a delay in the start of the site work.
2. Provide a revised drainage area map for the storm drain system.
3. Concerning the outparcels, as the fill is raised and the temporary slope drains are installed, culvert inlet protection, CIP, must be provided in front of the slope drain inlets to filter the water before it is discharged into the wetland area.



# Langley and McDonald

# Transmittal

ENGINEERS•PLANNERS•SURVEYORS

5544 Greenwich Road  
 Virginia Beach, Virginia 23462  
 (804) 473-2000

201 Packets Court  
 Williamsburg, Virginia 23185  
 (804) 253-2975

Project: MONTICELLO MKTPLACE

To: DARRYL COOK  
ENVIRONMENTAL  
JCC

From: DOUG WHITE  
 Date: 9-12-97

Reply requested:  Yes  No

Reply to: \_\_\_\_\_

We are sending you:

- Attached
- Under separate cover via: \_\_\_\_\_

- Prints
- Copy of letter
- Plans
- Specifications
- Shop drawings
- \_\_\_\_\_

Transmitted as checked below

- For your use
- As requested
- For review and comment
- For approval
- Return for correction
- Approved as noted
- Approved
- \_\_\_\_\_



Copies	Date	No.	Description
1	9-10-97		SILTATION AGREEMENT
1	9-10-97		LAND DISTURBING PERMIT APPLIC.
2	REV 9-12-97		SM-1 - SM-3 + C12 SEWAGEWATER TREAT PLANS

Remarks: NUSBAUM (CENT. FID. BANK) LETTER OF CREDIT TO BE  
DELIVERED 8:00 AM MONDAY 9-15-97

- Copies
1. File: 96046-7
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_

Enclosures

- 
- 
- 
- 

Langley and McDonald

By: D. White

If enclosures are not as noted, kindly notify us at once.

**NARRATIVE SEQUENCE FOR MONTICELLO MARKETPLACE  
STORM WATER MANAGEMENT AND SITE CONSTRUCTION  
REVISED SEPTEMBER 10, 1997**

**OFF-SITE**

The V.D.O.T. sediment basin "D", which has been designed to service the Monticello marketplace project, needs to be in place prior to the start of on-site construction.

**MAIN SITE** *Will clear berm as basin D is cleared, prior to completion of  
Upper 1/3 of basin D will not be excavated until relocated News Rd*

1. Construct earthen berm to the contours shown along a line south and west of the main parking lot. Material for the berm is to be taken from the open field area north of the berm and from the rear and west side of Target site (open field areas only). Install temporary gravel release structures in berm to allow release of storm water prior to installation of storm pipe. Initial clearing will be permitted only to allow for construction of berm and pipes.
2. Install planned storm pipe from structure No. 22 near the southeast corner of Target's store to structure No. 66 just east of the main entrance road. Install 48-inch outfall pipe to VDOT sediment basin across News Road. Following installation of berm, structures 22 and 23 and their connecting pipe, and the 48"/54" outfall pipe to the V.D.O.T. sediment basin, the narrow line of trees running through Target's site may be cleared to allow installation of Target Store building pad from material from open field areas where grade needs to be lowered.
3. Clearing of main site (exclusive of outparcels) may begin following installation of berm provided that at least 100 feet of woodlands north of berm must be left in place until storm management pipe has been installed adjacent to berm.
4. Remainder of clearing and grading north of the berm may proceed once storm management pipe has been installed.

**OUTPARCEL SITES**

1. Outparcels are to be cleared from west to east. As clearing proceeds, contractor is to construct an earth dike with minimum height of two feet at the planned toe of fill slope.
2. Each outparcel will have a gravel outlet structure initially. Temporary slope drains are to be added to each parcel as the parcels are graded up. The earth dike is to be kept 2 feet higher than the low end of the parcels so as to create required 134 c.y./acre storage.

3. The dikes are to be returned along the parcel lines to isolate run-off within each parcel separately. Since the parcels may be developed separately, the dikes are to remain in place after filling the parcels has been completed.
4. The developer of each outparcel will then be responsible for further storm water management within their own site plan.

ED



## Langley and McDonald, P.C.

Engineers  
 Surveyors  
 Planners  
 Landscape Architects  
 Environmental Consultants

GEORGE E. LANGLEY  
 Consultant  
 T. JOSEPH McCONNALD  
 1906-1982

September 29, 1997



Mr. Matthew Maxwell  
 Senior Planner  
 Development Management  
 James City County  
 P.O. Box 8784  
 Williamsburg, VA 23187-8784

Re: Monticello Marketplace

Dear Mr. Maxwell:

We have amended our plans or have included explanatory remarks as follows to the review comments forwarded to us through your office. We trust that staff review can be conducted such that presentation can be made to the Development Review Committee on October 29 and the Planning Commission on November 3.

### VDOT

Items 1, 3, 4, and 5

Design of these items are part of VDOT plans for Monticello Avenue and for relocated News Road, and are shown for informational purposes only. Our plans have adjusted the fillets on existing News Road to 35'.

2. We take no exception to your figure of peak hour P.M. traffic.
6. The main entrance exceeds the 200' distance.
7. Minimum cover of 36" has been included by referencing VDOT standards and specifications in General Note No. 1.

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Mr. Matthew Maxwell  
Senior Planner  
James City County  
Williamsburg, VA

September 29, 1997

Page 2

8. We have received supporting data from VDOT engineers confirming this and we appreciate their cooperation.
9. We would prefer to use the Type I grate to avoid trash buildup. The locations of these inlets are not in normal pedestrian areas and the wider opening spacing should not present a high risk situation.

### **ENVIRONMENTAL**

Response to Environment's original review comments and subsequent comments have been previously presented as part of the effort to release the clearing and grading work.

### **FIRE MARSHALL**

- 1.&2 Sprinkler zones and fire wall locations are to be identified on the architectural drawings by others.
3. Necessary changes have been made to meet the required fire hydrant spacing and location.
4. We have placed all FD connections at least 40 feet from buildings.
5. Fire lanes have been added as requested.
6. All dumpsters have been located 10' or more from the buildings, thereby eliminating requirement for fire suppression.

### **PLANNING**

- 1a. Crosswalks with uniform brick over sand and concrete in locations now shown on plans.
- 1b. Per discussion, we are not currently showing sidewalks in front of outparcels. We will defer that to be developed with outparcel plans. A walk has been added along News Road relocated to Monticello. We agreed to not add walks along existing News Road at the outparcel and to defer walks on the south parcel across Monticello Road until such time as development plans are drawn.
- 1c. A walk connection to Jester's Lane has been added.
- 1d. A walk way has been added.

Mr. Matthew Maxwell  
Senior Planner  
James City County  
Williamsburg, VA

September 29, 1997

Page 3

- 1e. Additional H/C ramp added.
- 1f. Agreed to leave walkway in location shown.
- 1g. Planting areas have been added to front of Target.
- 1h. No public side entrance - H/C spaces moved to front parking area.
- 1i. Radii match minimum island size of 9'.
- 2a. Dumpsters have been repositioned to reduce visibility from shopping center entrances. Agreed to enclose on three sides only because gates are generally unmanageable and damage prone.
- 2b. Note consistent with Zoning Administrator's instructions have been added.
- 2c. Parking lot location signs similar to Short Pump Center may be added at a later date, but names and style have not been selected.
- 2d. Only Target will have to deal with cart corrals. Details have been added to drawing, and final location will be specified by Target.
- 3a. Photometrics have been amended to indicate lighting throughout the Center.
- 3b. All lighting poles in parking lots will be centered in islands, with 2, 3 or 4 cluster 1000 watt fixture as shown on the schedule.
- 3c. All lighting poles are 30' tall and all fixtures have recessed, non-protruding lenses.
- 3d. Lighting catalog cuts are now shown on the drawing. Luminaries are to be 400 watt or 1000 watt metal halide.
- 4a. Entrance sign details are to be submitted by the developer as designed by others.
- 4b. Monument sign locations have been designated and the recommended note appears at the sign locations.
- 4c. Face signs for all store fronts will be presented with the architectural drawings.
5. All comments in item 5 will be addressed with the architectural drawings.

Langiey and McDonald

Mr. Matthew Maxwell  
Senior Planner  
James City County  
Williamsburg, VA

September 29, 1997

Page 4

- 6.A.1. Landscaping islands have been added to the front walk area of Target.
- 6.A.2. Lace bark elm is a durable variety and we believe should be retained as designed.
- 6.A.3. Evergreen trees now constitute 31% of the parking lot trees.
- 6.A.4. The Chinese Cherry trees stipulated are not of the weeping variety.
- 6.A.5. The center islands have been doubled in width in all parking bays which exceed the 150 foot spacing.
- 6.A.6. Red Maples have been substituted for Crape Myrtles in front of Target.
- 6.A.7. We are retaining the Crape Myrtles on the northwest side of Target but are substituting serviceberry on the northeast side.
- 6.A.8. We believe the Dwarf Burning Bush is appropriate for this location. It was used very effectively at the Short Pump Center.
- 6.A.9. Green Luster Hollies which will attain 3' - 4' in height have been substituted for the Junipers.
- 6.B.1. An additional island with landscaping has been added to the parking area behind shop 2 -6. The dumpster orientation has been reversed so that the dumpsters are not visible from the entrance. We will elevate the berm between the right-of-way line and the parking lot as much as possible to further screen this area.
- 6.B.2. Along News Road we have replaced the Redbuds with Loblolly Pines and have added Loblolly Pines.
- 6.B.3. We have added Wax Myrtles as requested.
- 6.B.4. We have increased the planting along News Road behind shops 7 - 11.
- 6.B.5. Additional plant material has been placed adjacent to this entrance as requested.
- 6.B.6. The retaining wall and tier planting as submitted and approved have been incorporated into the drawings.
- 6.B.7. Planting with taller material has been added as requested.

Mr. Matthew Maxwell  
Senior Planner  
James City County  
Williamsburg, VA

September 29, 1997

Page 5

### GENERAL LANDSCAPING COMMENTS

- a. Islands have been changed to mulch rather than sod.
- b. Perimeter landscaping is now shown in mulch beds with sod outside the mulch.

### ENVIRONMENTAL (PLANNING COMMENT)

As discussed and with concurrence reached, we have adjusted the toe of slopes to run in a straighter line across the peaks of the wetlands area without filling the pockets between the peaks. Should developers of any outparcel desire extending the fill into those pockets, that will become part of the individual site plan submittals for those particular outparcels. (Minor adjustment needs to be made on drawings where fill slope should be closer to wetlands peak.)

### ENVIRONMENTAL DIVISION

1. Land Disturbing Permit and Siltation Agreement have been submitted.
3. All staging areas, equipment storage areas, and temporary soil stockpiles will be within the E & S protected areas. Staging will be adjacent to Target at right rear and adjacent to Ukrops at right rear.
4. No off-site areas are contemplated for storage or borrow at this time. Should that change, a revised plan will be submitted for consideration. Possible off-site borrow may be considered from the future development parcel across Monticello Avenue from the project.
5. A sequence plan has been submitted and approved for the Land Disturbance activities.
7. These issues have been addressed through the Stormwater Management Plan submitted for Land Disturbance permit.
8. A copy of the Corps of Engineers letter is attached.
9. Additional contours have been included on the construction plan sheets.
10. Drainage areas map has been revised and previously submitted to Environmental.
11. The slopes in question show slope resolution back to existing grade. In reality, they will never be built because construction of News Road will eliminate that condition with more compatible finish grades.

Langley and McDonald

Mr. Matthew Maxwell  
Senior Planner  
James City County  
Williamsburg, VA

September 29, 1997

Page 6

12. Requested note has been added to Sheet C-14.
13. Included in previously submitted Stormwater Management Plan sheets.
14. Silt fence deleted as suggested.
15. See revised Stormwater Management Plan.
16. See revised Stormwater Management Plan.
17. If required by VDOT, owner will provide an easement from structure on News Road to the following structure. At this point no such request has been made.
18. Confirmation of sediment trap design has previously been provided.
19. Inlet calculations have been previously provided with Stormwater Management package.
20. Issue resolved with Stormwater Management Plan.

### JAMES CITY SERVICE AUTHORITY

#### General

- Water and Sewer Data sheets are included with this submittal.
- Hydraulic analysis is included in this submittal. (3 sets)
- Projected water demand is as listed in the following table:

SHOPS	AREA (SQ.FT.)	DEMAND (GPD)	SERVICE SIZE	METER SIZE
TARGET	122,000	5,000(2)	3"	2"
2 - 6	26,323	5,280 (1)	1 1/2"	1"
7 - 12	58,525	11,725 (1)	2"	1"
UKROPS	62,417	5,700 (2)	3"	2"
14 - 17	15,000	3,000 (2)	1"	1"
18	10,000	2,000 (1)	1"	5/8"
<b>TOTAL</b>	<b>294,365</b>	<b>32,705</b>		

(1) Based on 0.2 gpd/sq.ft.

(2) Demand based on historical use data for comparable size store.

Mr. Matthew Maxwell  
Senior Planner  
James City County  
Williamsburg, VA

September 29, 1997

Page 7

4. Easements have been noted for water and sewer lines. An easement plat will be provided upon final approval of plans.
5. Cleanouts have been added.
6. Plans now take into account the proposed water service.
7. Inspections fees have been paid.
8. Domestic water service connection has been changed.
9. Stationing has been added to waterlines.
10. There is no irrigation well.
11. Irrigation system connects to public water system and has backflow prevention.

C-11

1. Invert elevations have been adjusted.
2. Fire hydrant lines have been increased to 8".

C-12

1. Manhole rim elevation has been adjusted to match curb grade.

C-13

1. Revised plans currently show the 20" service extended from our point of connection and connected with a tee.
2. Stubs are provided in the off-site sewer plans.
3. Elevations have been adjusted.

C-14

1. Additional profiles have been provided.

C-15

1. Invert elevation has been confirmed.
2. Manhole #25 is a drop manhole and has been labeled.

C-18

1. Revisions are included.

Langley and McDonald

September 29, 1997

Mr. Matthew Maxwell  
Senior Planner  
James City County  
Williamsburg, VA

Page 8

C-20

1. Revisions have been made.

Irrigation drawings are a part of the contract documents, but they are currently being revised to reflect the landscape changes, and are not included in this submittal.

Please give me or Mike Gordon a call if any further information or clarification is needed.

Very truly yours,

LANGLEY AND McDONALD, P.C.



Douglas E. White, L.S.

Associate

DEW/dhm

Enclosure



# Erosion and Sediment Control Preconstruction Meeting Checklist

Project: MONTICELLO MARKETPLACE SHOPPING CENTER Date: 9/16/97 Time: 9:00 AM/PM

Permittee: \_\_\_\_\_ Address: \_\_\_\_\_

Contractor: JACK MASSIE, INC

1. Phasing of Erosion and Sediment Control Practices

- A. Narrative Plan *EES NOTES - C10*
- B. Contractor-Developed Sequence of Construction

2. Installation Procedure for Erosion and Sediment Control Practices

- |                                                           |                                                            |
|-----------------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> Construction Entrance | <input checked="" type="checkbox"/> Outlet Protection      |
| <input checked="" type="checkbox"/> Silt Fence            | <input type="checkbox"/> Sediment Traps                    |
| <input type="checkbox"/> Straw Bale Barrier               | <input type="checkbox"/> Sediment Basins                   |
| <input type="checkbox"/> Rock Check Dams                  | <input checked="" type="checkbox"/> Diversions             |
| <input checked="" type="checkbox"/> Inlet Protection      | <input checked="" type="checkbox"/> Soil Retention Matting |
| <input type="checkbox"/> Paved Channels                   | <input checked="" type="checkbox"/> Mulching               |
| <input type="checkbox"/> Temporary Seeding                | <input checked="" type="checkbox"/> Permanent Seeding      |
| <input type="checkbox"/> Other                            | <input type="checkbox"/> Storm Drainage System             |

3. Inspection and Enforcement Procedures

- A. Permittee/Contractor Inspections
- B. County Inspections \_\_\_\_\_
- C. Enforcement Actions \_\_\_\_\_
  - 1. Informal Contact
  - 2. Inspection Report

# Erosion and Sediment Control Preconstruction Meeting Checklist

3. Notice to Comply  \_\_\_\_\_

4. Legal Proceedings  \_\_\_\_\_

4. Limits of Clearing, Tree and Other Critical Areas Protection Measures Inspection

A. Clearing limits properly flagged?  Yes  No

B. Color of flagging \_\_\_\_\_

C. Tree Preservation/Critical Areas protected adequately?  Yes  No

D. Color of Flagging \_\_\_\_\_

E. Tree Preservation/Critical Areas Protection Measures, Type \_\_\_\_\_

5. Attendees - Identify Contact Person for Erosion Control *1st*

Signature: <i>James M. Gresock</i>	RUSSELL GARRISON	<i>[Signature]</i>
Printed Name: <u>JAMES M. GRESOCK</u>	RUSSELL GARRISON	<u>GARY M. MASSE</u>
Company Affiliation: <u>S.L. NUSBAUM REALTY CO</u>	WILLIAMS CO.	<u>JACK MASSE CO.</u>
Address: <u>9201 FOREST HILL AVE SUITE 110 RICHMOND VA 23234</u>	<u>2301 SILVER STAR ROAD ORLANDO, FLA</u>	<u>3900 COLES WILLIAMSBURG VA</u>
Phone No. <u>804-320-7600</u>	<u>(407) 295-2530</u>	<u>757 566-8643</u>
6. Comments: _____	<u>M (804) 837-1931</u>	<u>757 566-8566</u>
	<u>PAGER (804) 215-8651</u>	

County Agent: David W Meador

Date: 9/16/97

Title: Engineering Inspector

**TRANSMITTAL**

---

**Date:** January 2, 1998

**To:** Environmental Division  
JCSA  
VDOT (2)  
Fire

**From:** Matt Maxwell, Senior Planner

**Subject:** SP-63-97 Monticello Marketplace

**Attached:** Revised Site Plan  
Response Letter

**Instructions:** Please review and comment.

**Return By:** January 12, 1998

**Agency Comments:**



*Approved 1/12/98 DEC*



Langlely and McDonald, P.C.

Engineers  
Surveyors  
Planners  
Landscape Architects  
Environmental Consultants

GEORGE E. LANGLEY  
Consultant  
T. JOSEPH McDONALD  
1906-1982

March 23, 1998

Mr. Darryl Cook  
Code Compliance  
James City County  
P.O. Box 8784  
Williamsburg, VA 23187-8784



Re: Monticello Marketplace - Borrow Site

Dear Mr. Cook:

Attached are (4) four copies of the drawings and a copy of the sediment trap calculations for the proposed borrow area across Monticello Avenue. The developer needs the borrow to complete the earthwork for the shopping center.

The developer's contractor will transport the material across existing interior routes and will not require access to either News Road or Ironbound Road.

Please expand the existing land disturbing permit to include this work. Please also advise whether any additional surety will be required, or that existing surety will cover this extension.

Sincerely,

MIKE OR DOUG -

LANGLEY AND McDONALD, P.C.

Douglas E. White, L.S. or MIKE GORDON  
Senior Associate

Erosion control plan is satisfactory.  
However, Planning needs to have the start of the slopes moved back from the property lines along Ironbound Road & Powhatan Parkway so that the top of slope is 40' from property line. This is to provide for a landscape buffer per site plan ordinance.

DEW/dhm  
Enclosure

Copy: Mr. Jim Gresock (w/1 set drawings)  
File: 1960046-000.37

Darryl Cook

MAIN OFFICE  
5544 Greenwich Road  
Virginia Beach, VA 23462  
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99162-MONTICELLO MARKETPLACE SHOPPING CENTER-76  
Langley and McDonald, P.C.

ENGINEERS • SURVEYORS • PLANNERS  
LANDSCAPE ARCHITECTS • ENVIRONMENTAL CONSULTANTS

VIRGINIA BEACH • WILLIAMSBURG, VIRGINIA

Subject MONTICELLO MKTPLACE

BORROW PLAN

Computed By MRC Checked By \_\_\_\_\_

Project No. 1968846-0003

Client S.L. NUSBAUM

Date 3-20-96 Sheet No. \_\_\_\_\_

## MONTICELLO MARKETPLACE - SEDIMENT TRAP CALCS.

TOTAL AREA DISTURBED = 2.1003 AC

WET STORAGE =  $2.1003 \times 67 \text{ CY/AC} = 140.7185 \text{ CY} = 3799.40 \text{ CF}$

DRY STORAGE =  $2.1003 \times 67 \text{ CY/AC} = 140.7185 \text{ CY} = 3799.40 \text{ CF}$

TOTAL STORAGE REQD = 7598.80 CF

\* ATTACHED VOLUME FILE SHOWS THAT THE 85 FT CONTOUR PROVIDES THE REQD WET STORAGE. DUE TO THE BORROW EXCAVATION, THE TOP OF THE DRY STORAGE REQD OCCURS @ ELEV. 85.6. THE VESCH MANUAL REQUIRES AN 18" SLOPE DRAIN FOR 1.5 AC DISTURBED AND A 21" SLOPE DRAIN FOR 2.5 AC. DISTURBED. AN 18" PIPE IS SHOWN ON THE PLANS FOR TWO REASONS:

1. THE TOP OF THE DIVERSION DIKE IS SET @ 87.0 FT. WE NEED 3800 C.F. ± OF DRY STORAGE BUT THE 87 CONTOUR PROVIDES 35,000 C.F. ± OF DRY STORAGE. THIS ADDITIONAL STORAGE SHOULD MORE THAN COMPENSATE FOR THE 18" PIPE.
2. THE 18" CORRUGATED POLYETHYLENE PIPE (CPEP) WILL FIT IN THE MANHOLE CASTING @ THE EXTG. VDOT CURB INLET EASIER THAN A 21" PIPE.

POND-2 Version: 5.20

S/N:

MONTICELLO MARKETPLACE  
Sediment Trap at Borrow Site

CALCULATED 03-20-1998 14:52:15  
DISK FILE: C:\PONDPACK\96046-07\BORROW .VOL

Planimeter scale: 1 inch = 25 ft.

Elevation (ft)	Planimeter (sq.in.)	Area (sq.ft)	A1+A2+sq <sup>r</sup> (A1*A2) (sq.ft)	* Volume (cubic-ft)	Volume Sum (cubic-ft)
83.00	2.23	1,397	0	0	0
84.00	3.11	1,942	4,985	1,662	1,662
85.00	4.07	2,544	6,709	2,236	3,898
85.60	*I*	14,274	22,845	4,569	8,467
86.00	43.82	27,389	38,282	12,761	16,658
87.00	85.48	53,424	119,066	39,689	56,347

\*I\* ---> Interpolated area from closest two planimeter readings.

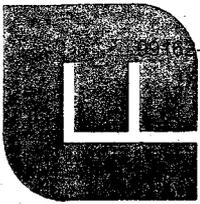
$$IA = (\text{sq. rt}(\text{Area1}) + ((E_i - E_1) / (E_2 - E_1)) * (\text{sq. rt}(\text{Area2}) - \text{sq. rt}(\text{Area1})))^2$$

where: E1, E2 = Closest two elevations with planimeter data  
 E<sub>i</sub> = Elevation at which to interpolate area  
 Area1, Area2 = Areas computed for E1, E2, respectively  
 IA = Interpolated area for E<sub>i</sub>

\* Incremental volume computed by the Conic Method for Reservoir Volumes.

$$\text{Volume} = (1/3) * (EL2 - EL1) * (\text{Area1} + \text{Area2} + \text{sq. rt.}(\text{Area1} * \text{Area2}))$$

where: EL1, EL2 = Lower and upper elevations of the increment  
 Area1, Area2 = Areas computed for EL1, EL2, respectively  
 Volume = Incremental volume between EL1 and EL2



# Langley and McDonald

# Transmittal

ENGINEERS • PLANNERS • SURVEYORS

5544 Greenwich Road  
Virginia Beach, Virginia 23462  
(804) 473-2000

201 Packets Court  
Williamsburg, Virginia 2318  
(804) 253-2975

Project: MONTICELLO MARKETPLACE - OFFSITE BORROW

To: DARRYL COOK From: DOUG WHITE  
JAMES CITY COUNTY ENVIRONMENTAL Date: 5-21-98

Reply requested:  Yes  No

Reply to: DOUG WHITE

We are sending you:

- Attached
- Under separate cover via:
- Prints
- Copy of letter
- Plans
- Specifications
- Shop drawings
- 

Transmitted as checked below:

- For your use
- As requested
- For review and comment
- For approval
- Return for correction
- Approved as noted
- Approved
- 

Copies	Date	No.	Description
4	5/21/98	5925 DW	BLUE LINE PRINTS

Remarks: REVISED TO LEAVE 30' UNDISTURBED ALONG IRON BOUND RD.  
PER DISCUSSION W/ YOU AND MATT MAXWELL.

- Copies
- File: 96046-37
  - RUSSELL GARRISON - 2 COPIES
  - \_\_\_\_\_
  - \_\_\_\_\_

Enclosures

- 
- 
- 
- 

Langley and McDonald

By: [Signature]

If enclosures are not as noted, kindly notify us at once

## TRANSMITTAL

---

**Date:** July 17, 1998

**To:** Environmental Division  
JCSA  
VDOT - FYI.  
Fire - FYI.

**From:** Matt Maxwell, Senior Planner

**Subject:** **SP-72-98** **Monticello Marketplace Amendment - Waterline Relocations,  
New Grease Traps, & New Retaining Wall.**

**Attached:** Site Plan

**Instructions:** Please review and comment.

**Return By:** July 27, 1998.

**Agency Comments:**

Approved 7/17/98 DCC



Langley and McDonald, P.C.

Engineers  
Surveyors  
Planners  
Landscape Architects  
Environmental Consultants

GEORGE E. LANGLEY  
Consultant  
T. JOSEPH McDONALD  
1906-1982

July 13, 1998

Mr. Matthew W. Maxwell  
Planner  
Department of Development Management  
P.O. Box 8784  
Williamsburg, VA 23187-8784

Re: Monticello Marketplace Site Plan Amendment SP-72-98

Dear Mr. Maxwell:

The site plan amendment drawings have been revised to address comments in your June 15, 1998 letter as follows:

#### PLANNING DIVISION

1. Note added as requested. Retaining wall plans are included.
2. Developer will address need for landscaping in front of wall.
3. Application and check for fee are included.

#### JAMES CITY SERVICE AUTHORITY

Changes have been made to the 20" waterline as requested.

#### ENVIRONMENTAL DIVISION

1. Sediment traps have been re-labeled as requested.
2. Detail has been provided for sediment traps and drop inlet - see Sheet C-15.

Langley and McDonald

Mr. Matthew W. Maxwell  
Planner  
Department of Development Management  
P.O. Box 8784  
Williamsburg, VA

July 13, 1998

Page 2

3. Swales are graded at less than 1%. Temporary seeding has been provided for in erosion control notes.
4. Items are addressed on retaining wall drawings by Schnable, and are attached.
5. Sequence of construction has been included in the Erosion Control Narrative on Sheet C-15.
6. Sediment trap has been shifted.

Review by VDOT, Health, and Life Safety appear to not be applicable. However, we are submitting ten (10) sets of drawings for your distribution as needed.

Please advise if there are any further comments or questions.

Very truly yours,

LANGLEY AND McDONALD, P.C.



Douglas E. White, L.S.  
Senior Associate

DEW/dhm

Enclosure

Copy: Mr. Jim Gresock (w/plans)



Langlely and McDonald, P.C.

Engineers  
Surveyors  
Planners  
Landscape Architects  
Environmental Consultants

GEORGE E. LANGLEY  
Consultant  
T. JOSEPH McDONALD  
1906-1982

December 17, 1998

Mr. Darryl Cook  
Environmental Division  
James City County  
P.O. Box 8784  
Williamsburg, VA. 23185-8784

Re: Monticello Marketplace - Amended Borrow Plan

Dear Darryl:

Enclosed please find four (4) copies of the revised plans for the above referenced project for your review and approval. Your review comments have been addressed as follows.

1. An invert has been provided for the 18 inch HDPE slope drain serving sediment trap number 2.
2. A temporary diversion has been provided along the entire western edge of the site as requested.
3. A note has been added to Sheet 1 specifying that a stable channel from all dikes and swales are to be constructed into the bottom of both traps.
4. A note has been added to Sheet 1 requiring topsoil, seed and straw as a first measure for all traps, swales and diversion dikes.
5. An erosion control narrative has been added to Sheet 1.
6. A construction entrance has been added to Sheet 1 as requested.
7. A note about slopes greater than 3:1 has been added to Sheet 1 as requested.
8. Note 3 in the General Notes has been revised to note that no additional clearing is to take place.
9. General note number 10 has been revised to state that importing of material other than topsoil for stabilization is not a part of this plan or permit.
10. General note number 11 has been revised to require written permission of James City County prior to any changes, additions, or deletions to the approved plan.
11. Note 14 has been added to the General Notes requiring final stabilization of the site to be in accordance with the Erosion Control Notes and all Virginia Erosion and Sediment Control Regulations.

Very truly yours,

LANGLEY AND McDONALD, P.C.

Michael R. Gordon

MRG/tmp

cc. Mr. James Gresock (S.L. Nusbaum)  
File 1960046-000.37

MAIN OFFICE  
5544 Greenwich Road  
Virginia Beach, VA 23462  
(757) 473-2000  
FAX: (757) 497-7933

201 Packets Court  
Williamsburg, VA 23185  
(757) 253-2975  
FAX: (757) 229-0049

9211 FOREST HILL AVENUE  
SUITE 110  
RICHMOND, VA 23235  
PH:804-320-7600  
FX:804-330-8924

# S.L. NUSBAUM REALTY CO.

## Facsimile Transmission

To: MATT STAUCH Fax: (757) 564-8566

From: JIM GRESOCK Date: 9/22/99

Re: SEDIMENT TRAPS - Borrow PIT Pages: 3, including cover page

✓ CC: DAVID MENDOR - JAMES CITY CO. (757) 253-6850

Urgent     For Review     Please Comment     Please Reply     Please Recycle

Comments:

MATT,

Per our conversation yesterday, attached  
is faxed memo from David Mendor. Please  
proceed at your earliest convenience to  
correct the deficiencies stated. If you  
have any questions please advise.

Jim

If you encounter any transmission problems, please call 804-320-7600 immediately

This communication may contain confidential or privileged information intended only for the addressee. Any distribution, reading, copying or use of this communication by anyone other than the addressee is strictly prohibited. If you have received this transmission in error, notify us immediately. Thank you.



SEP-22-99 WED 10:00 AM 3

SEP -21 99 (TUE) 07:53 JCC/JCSA  
99162-MONTICELLO\_MARKETPLACE\_SHOPPING\_CENTER-84

FAX NO. 804 330 8924  
TEL: 757-253-6850

P. 02/03



# James City County Development Management Fax

Name: JAMES GRESOCK  
Firm or Company: C/O S.L. NUSBAUM REALTY  
Facsimile Number: \_\_\_\_\_  
Number of pages including this transmittal: \_\_\_\_\_  
From: DAVID MEADOR

James City County  
P.O. Box 8784  
Williamsburg, Virginia 23187-8784  
Office Phone: 757-253-6823  
Fax Number: 757-253-6850

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you do not receive all pages, call 757-253-6671 as soon as possible

JAMES CITY COUNTY  
OFFICE OF CODE COMPLIANCE  
P. O. BOX JC  
WILLIAMSBURG, VIRGINIA 23187  
804-253-6670

INSPECTION REPORT - EROSION AND SEDIMENT CONTROL

Date: 9/21/99  
Project: MONTICELLO MARKETPLACE  
Reinspection Date: 9/24/99

Permittee Notified:  
JAMES M. GRESOCK, SR.  
C/O S. L. NUSBAUM REALTY  
9211 FOREST HILL AVE SUITE 110  
RICHMOND VA 23235

An inspection of the above-referenced project on 9/20/99 revealed that the following deficiencies are present:

THE SEDIMENT TRAPS AT THE MONTICELLO MARKETPLACE BORROW AREA NEEDS  
MAINTENANCE. THE ENTRANCE OF THE BORROW AREA IS FULL  
OF SEDIMENT.

The following must be completed to correct the deficiencies:

- CLEAN THE ENTRANCE
- REPAIR / MAINTAIN THE SEDIMENT TRAPS AND STABILIZE  
WHEN COMPLETE.

If the deficiencies are not corrected by the reinspection date, additional enforcement measures will be undertaken to ensure compliance.

DAVID MEADOR  
Inspector  
253-6823

JAMES GRESOCK  
Person Notified - Title

# **POOR QUALITY**

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JAMES CITY COUNTY - ENVIRONMENTAL DIVISION

Office Phone: 757-253-6670

Fax Number: 757-259-4032

DATE SENT: 02/26/01

Name: Heather Ziegler

Firm or Company: RBA Group

Facsimile Number: 410-312-0897

Number of pages including this transmittal: 4

From: Scott J. Thomas

James City County  
 P O Box 8784  
 Williamsburg VA 23187-8784

Comments: Monticello Marketplace Outparcel 2-G (Prop. Ruby Tuesday)  
SWM / WETLAND ISSUE

If you do not receive all pages, call 757-253-6670 as soon as possible



SCOTT J. THOMAS, P.E.  
 CIVIL ENGINEER

ENVIRONMENTAL DIVISION

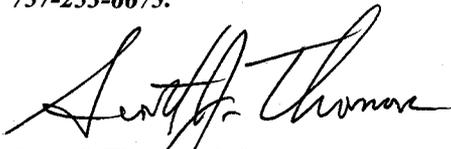
**Heather Ziegler (RBA Group- Columbia, Maryland)**

***I had a chance to review the file for Monticello Marketplace and speak with Darryl Cook, our Environmental Division director, who had more information on the history of this site. Onsite stormwater management would not be required for Outparcel 2-G (Proposed Ruby Tuesday's). It appears this area was considered in the overall stormwater management plan for Monticello Marketplace (per Approved County Plan SP-63-97). Stormwater management for this area is provided by the downstream wet pond located northwest of the intersection of Monticello Avenue Extension and News Road (VDOT SWMF "D") and backwater effects at the cross-culvert across the Monticello Ave. entrance road to the Marketplace (ie. Wetland Area-East). Onsite drainage and outfall configuration for this parcel could be similar to other outparcels along the Monticello Avenue frontage stretch.***

***However, the storm drain outfall (and site grading) should not impact the designated wetland area. Use of a stilling basin would be necessary at the outfall end of the onsite storm drainage system to reduce direct erosion impact on the wetland. An adequate site erosion and sediment control plan will also be necessary to protect remaining wetland area from land-disturbing activities associated with sitework activities.***

***Please note that this clarification in no way implies final approval of a site or subdivision plan as required by the Chapter 24 Zoning or Chapter 19 Subdivisions of the County Code; nor, does it constitute final approval of an erosion and sediment control or stormwater management plan as required by the Chapter 8 Erosion and Sediment Control and Chapter 23 Chesapeake Bay Preservation of the County Code.***

***If you need any further information or have any questions, please call me at 757-253-6639 or Darryl Cook at 757-253-6673.***



**Scott J. Thomas, P.E.  
Civil Engineer**

**James City County Environmental Division.**

99162-MONTICELLO\_MARKETPLACE\_SHOPPING\_CENTER-91

7164 Columbia Gateway Drive, Suite 205  
Columbia, Maryland 21044  
(410) 312-0966  
(410) 312-0897 Fax



SP-63-97 MONTICELLO  
MARKETPLACE  
PROPOSED RUBY TUESDAYS  
OUTPARCEL 2-G

# Fax

To: Scott Thomas	From: Heather Ziegler
Fax: 757-259-4032	Pages: 2
Phone: 757-253-6639	Date: 2/26/01
Re: Ruby Tuesday	CC:

Urgent     For Review     Please Comment     Please Reply     Please Recycle

**Comments:**

Dear Mr. Thomas:

As we discussed on the phone, here is a copy of the preliminary layout for Ruby Tuesday in the Monticello Marketplace. This site is out parcel 2 G. In existing conditions, the site slopes at roughly 5% towards the wetlands from the drive aisle. My question is, can we just do storm outfall of the paving into the wetlands or do we need to provide some type of SWM or tie into the shopping center's storm drainage system. My concerns with tying into the existing storm are this: A. The only 2 storm structures are along the drive aisle (labeled A and B). These are roughly 6 ft. deep. Our problem is the low point of the site is near the wetlands at an elevation of 75. The storm inverts are at 80. We would also need to cross the existing water and sewer, which are probably at 4 feet deep. These would make connection to that storm system difficult, if not impossible.

My other issue is, the survey shows the storm for the adjacent bank outfalling into the wetlands. The site plans for the Burger king also just outfall into the wetlands (note 4 on plan) to verify that we can also do the same thing and just outfall or sheet flow into the wetlands with the runoff from our site.

If you could please give me a call at 410-312-0966 at your earliest convenience, it would be greatly appreciated.

Heather

---



# Langley and McDonald

# Transmittal

ENGINEERS • PLANNERS • SURVEYORS

5544 Greenwich Road  
 Virginia Beach, Virginia 23462  
(804) 473-2000

201 Packets Court  
Williamsburg, Virginia 23185  
(804) 253-2975

Project: (MONTICELLO) MARKETPLACE SHOPPING - BORROW AREA PLANS

To: DARRYL COOK From: DOUG WHITE

Date: 4-2-99

Reply requested:  Yes  No

Reply to: \_\_\_\_\_

We are sending you:

- Attached
- Under separate cover via:

Transmitted as checked below:

- Prints
- Copy of letter
- Plans
- Specifications
- Shop drawings
- \_\_\_\_\_

- For your use
- As requested
- For review and comment
- For approval
- Return for correction
- Approved as noted
- Approved
- \_\_\_\_\_



Copies Date No. Description

Copies	Date	No.	Description
3	4-2-99	9725 W	BLUE LINES



Remarks: DARRYL - I HAVE REVISED SHEET 1 TO REFLECT ALL THE CHANGES WE DISCUSSED IN OUR MEETING MARCH 11. THE SLOPE LINE ALONG IRON BOUND RD HAS BEEN MOVED BACK TO 15' FROM R/W, THE BORROW LIMITS FOR THE WOODED AREA HAS BEEN DEFINED, AND TREES TO REMAIN HAVE BEEN FLAGGED IN FIELD.

MASSIE PLANS TO BEGIN MOVING MATERIAL ON THE WEST END DURING WEEK OF 4-5

Copies

1. File: 1960046-51

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Enclosures

Langley and McDonald

By: Doug White

If enclosures are not as noted, kindly notify us at once.

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**Langley and McDonald, P.C.**  
Engineers · Surveyors · Planners  
Landscape Architects · Environmental Consultants  
VIRGINIA BEACH



DES: MRG  
DWN: MRG  
CHK: DEM  
DATE: 24-SEPT-97

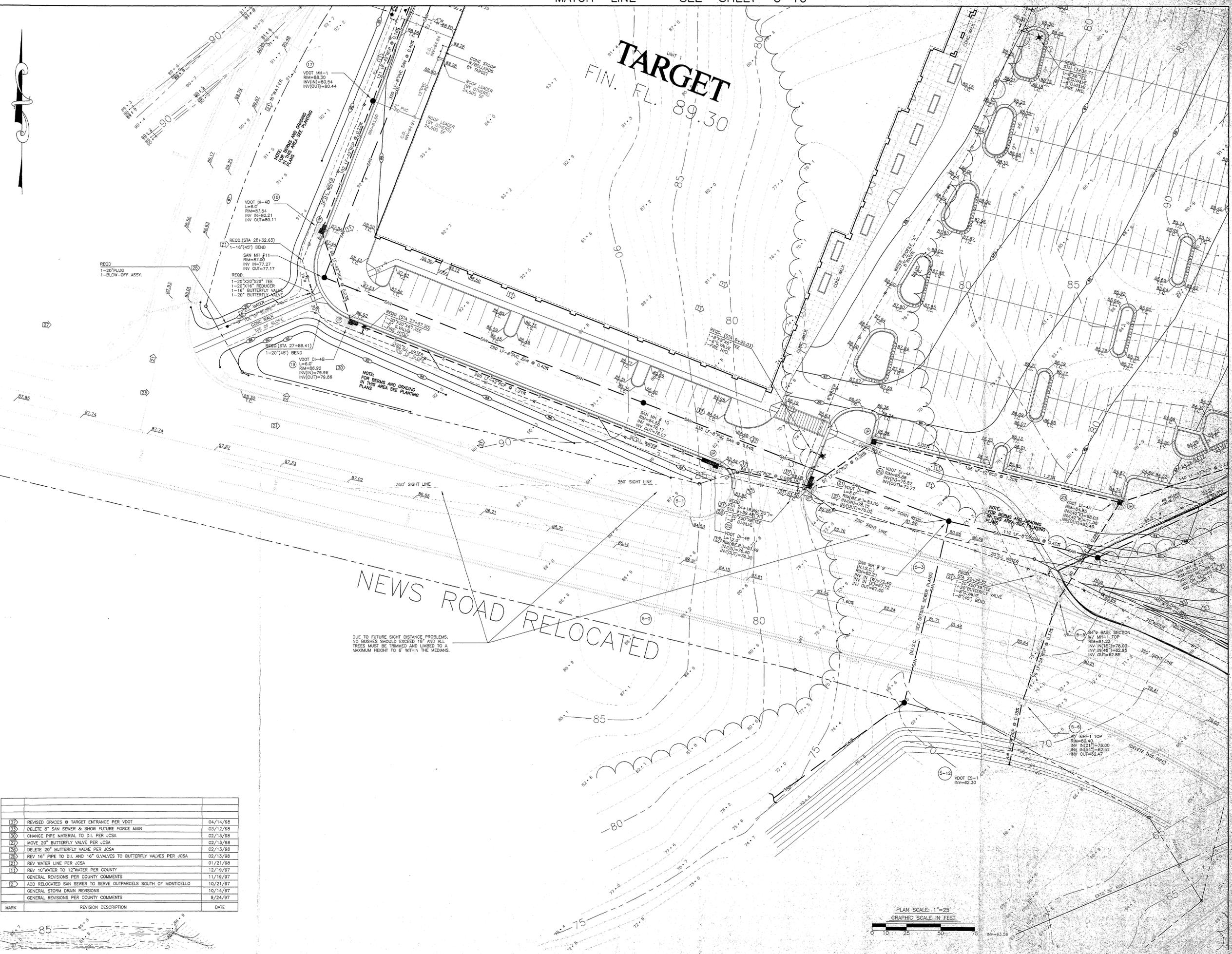
DRAINAGE UTILITIES AND GRADING PLAN  
**MONTICELLO MARKETPLACE**  
WILLIAMSBURG, VIRGINIA  
FOR  
**MONTICELLO MARKETPLACE ASSOCIATES L.L.C.**

SHEET C13 OF  
DISK LAYOUT 3.DWG  
PROJ. NO. 96046-07  
DWC 5925C.W

**TARGET**  
FIN. FL. 89.30

**NEWS ROAD RELOCATED**

DUE TO FUTURE SIGHT DISTANCE PROBLEMS, NO BUSHES SHOULD EXCEED 16" AND ALL TREES MUST BE TRIMMED AND LIMBED TO A MAXIMUM HEIGHT FO 6' WITHIN THE MEDIANS.



MARK	REVISION DESCRIPTION	DATE
17	REVISED GRADES @ TARGET ENTRANCE PER VDOT	04/14/98
13	DELETE 8" SAN SEWER & SHOW FUTURE FORCE MAIN	03/12/98
30	CHANGE PIPE MATERIAL TO D.I. PER JCSA	02/13/98
27	MOVE 20" BUTTERFLY VALVE PER JCSA	02/13/98
28	DELETE 20" BUTTERFLY VALVE PER JCSA	02/13/98
26	REV 16" PIPE TO D.I. AND 16" G.VALVES TO BUTTERFLY VALVES PER JCSA	02/13/98
21	REV WATER LINE PER JCSA	01/21/98
11	REV 10" WATER TO 12" WATER PER COUNTY	12/19/97
	GENERAL REVISIONS PER COUNTY COMMENTS	11/19/97
2	ADD RELOCATED SAN SEWER TO SERVE OUTPARCELS SOUTH OF MONTICELLO	10/21/97
	GENERAL STORM DRAIN REVISIONS	10/14/97
	GENERAL REVISIONS PER COUNTY COMMENTS	9/24/97

PLAN SCALE: 1"=25'  
GRAPHIC SCALE IN FEET

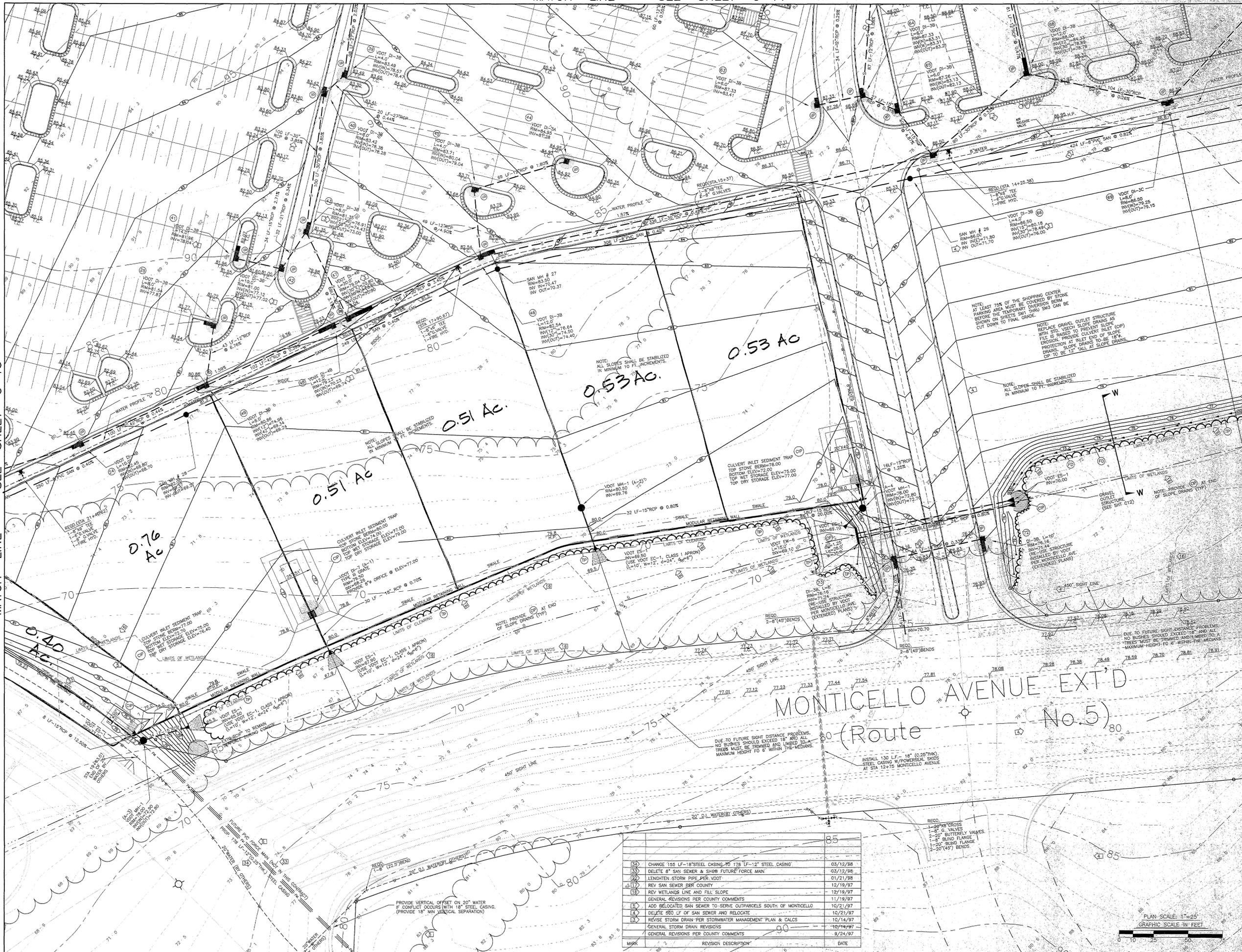
DRAINAGE AREA MAP FOR OUTPARCELS " MATCH LINE — SEE SHEET C-14

MATCH LINE - SEE SHEET C-11

MATCH LINE - SEE SHEET C-13

MATCH LINE - SEE SHEET C-15

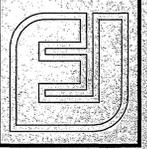
MATCH LINE - SEE SHEET C-16



MARK	REVISION DESCRIPTION	DATE
32	CHANGE 155 LF-18" STEEL CASING TO 178 LF-12" STEEL CASING	03/12/88
33	DELETE 8" SAN SEWER & SHOW FUTURE FORCE MAIN	03/12/88
34	LENGTHEN STORM PIPE PER VDOT	01/21/88
35	REV SAN SEWER PER COUNTY	12/19/87
36	REV WETLANDS LINE AND FILE SLOPE	12/19/87
37	GENERAL REVISIONS PER COUNTY COMMENTS	11/19/87
38	ADD RELOCATED SAN SEWER TO SERVE OUTPARCELS SOUTH OF MONTICELLO	10/21/87
39	DELETE 580 LF OF SAN SEWER AND RELOCATE	10/21/87
40	REVISE STORM DRAIN PER STORMWATER MANAGEMENT PLAN & CALCS	10/14/87
41	GENERAL STORM DRAIN REVISIONS	10/14/87
42	GENERAL REVISIONS PER COUNTY COMMENTS	8/24/87



**Langley and McDonald, P.C.**  
 Engineers · Surveyors · Planners  
 Landscape Architects · Environmental Consultants  
 VIRGINIA BEACH



DES: MRG  
 DWG: MRG  
 CHK: DEM  
 DATE: 24 - SEPT - 97

**DRAINAGE UTILITIES AND GRADING PLAN**  
**MONTICELLO MARKETPLACE**  
 WILLIAMSBURG, VIRGINIA  
 FOR  
**MONTICELLO MARKETPLACE ASSOCIATES L.L.C.**

SHEET **C14** OF  
 DISK: LAYOUT13.DWG  
 PROJ. NO: 96046-07  
 DWG: 5925C.W



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Landscape Architects · Environmental Consultants  
VIRGINIA BEACH  
WILLIAMSBURG



DES: MRG  
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DATE: 24-SEPT-97

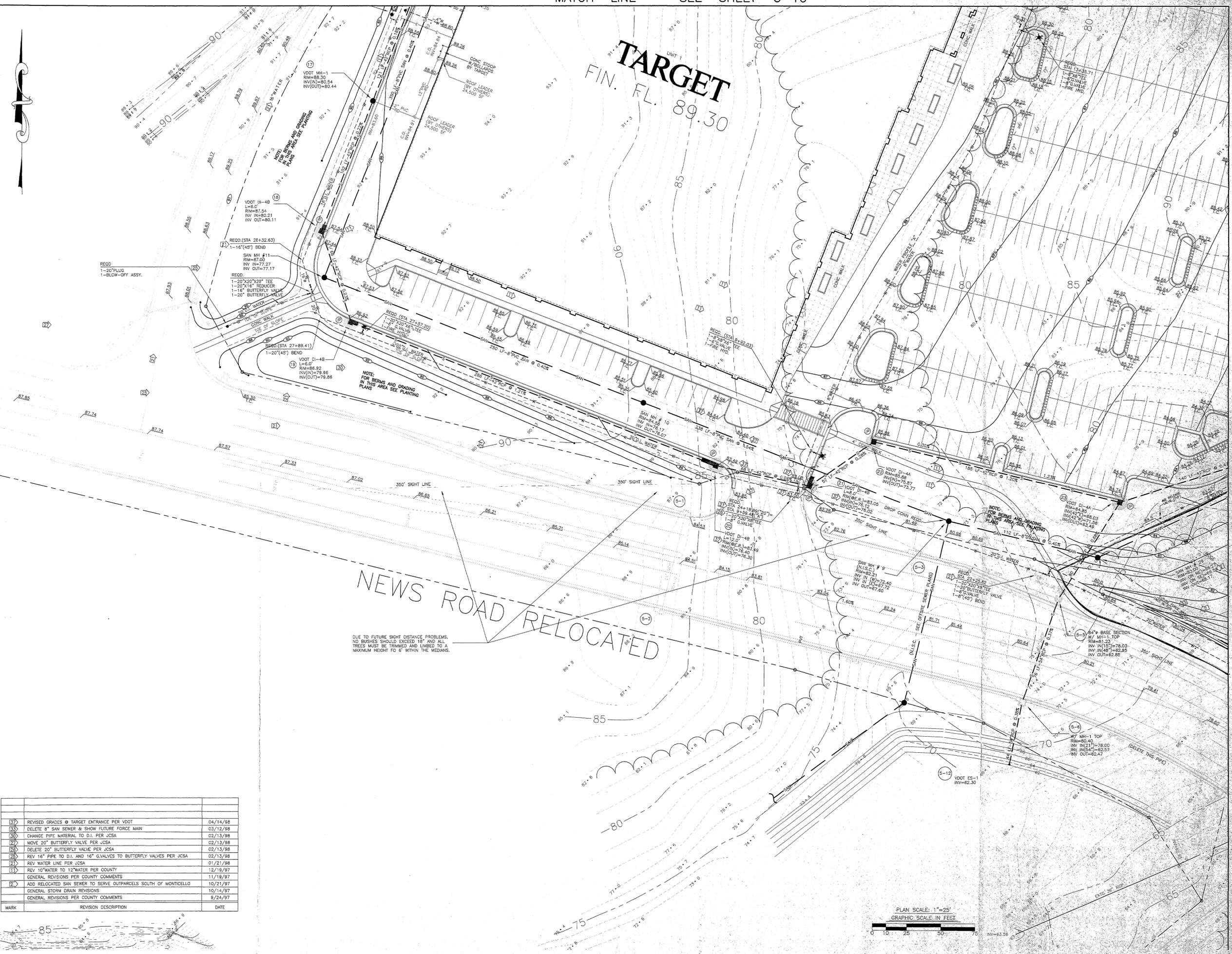
DRAINAGE UTILITIES AND GRADING PLAN  
**MONTICELLO MARKETPLACE**  
WILLIAMSBURG, VIRGINIA  
FOR  
**MONTICELLO MARKETPLACE ASSOCIATES L.L.C.**

SHEET C13 OF  
DISK LAYOUT 3.DWG  
PROJ. NO. 96046-07  
DWC 5925C.W

**TARGET**  
FIN. FL. 89.30

**NEWS ROAD RELOCATED**

DUE TO FUTURE SIGHT DISTANCE PROBLEMS, NO BUSHES SHOULD EXCEED 16" AND ALL TREES MUST BE TRIMMED AND LIMBED TO A MAXIMUM HEIGHT FO 6' WITHIN THE MEDIANS.



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	GENERAL STORM DRAIN REVISIONS	10/14/97
	GENERAL REVISIONS PER COUNTY COMMENTS	9/24/97

PLAN SCALE: 1"=25'  
GRAPHIC SCALE IN FEET

DRAINAGE AREA MAP FOR OUTPARCELS " MATCH LINE — SEE SHEET C-14

MATCH LINE - SEE SHEET C-11

MATCH LINE - SEE SHEET C-13

MATCH LINE - SEE SHEET C-15

MATCH LINE - SEE SHEET C-16



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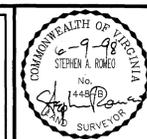
**Langley and McDonald, P.C.**  
 Engineers · Surveyors · Planners  
 Landscape Architects · Environmental Consultants  
 VIRGINIA BEACH



DES: MRG  
 DWG: MRG  
 CHK: DEW  
 DATE: 24-SEPT-97

**DRAINAGE UTILITIES AND GRADING PLAN**  
**MONTICELLO MARKETPLACE**  
 WILLIAMSBURG, VIRGINIA  
 FOR  
**MONTICELLO MARKETPLACE ASSOCIATES L.L.C.**

SHEET **C14** OF  
 DISK: LAYOUT13.DWG  
 PROJ. NO: 96046-07  
 DWG: 5925C.W



Langley and McDonald, P.C.  
Engineers - Surveyors - Planners  
Landscape Architects - Environmental Consultants  
WILLIAMSBURG  
VIRGINIA BEACH



DES. MRC  
DWN. MRC  
CHK. DEW  
DATE 24-SEPT-97

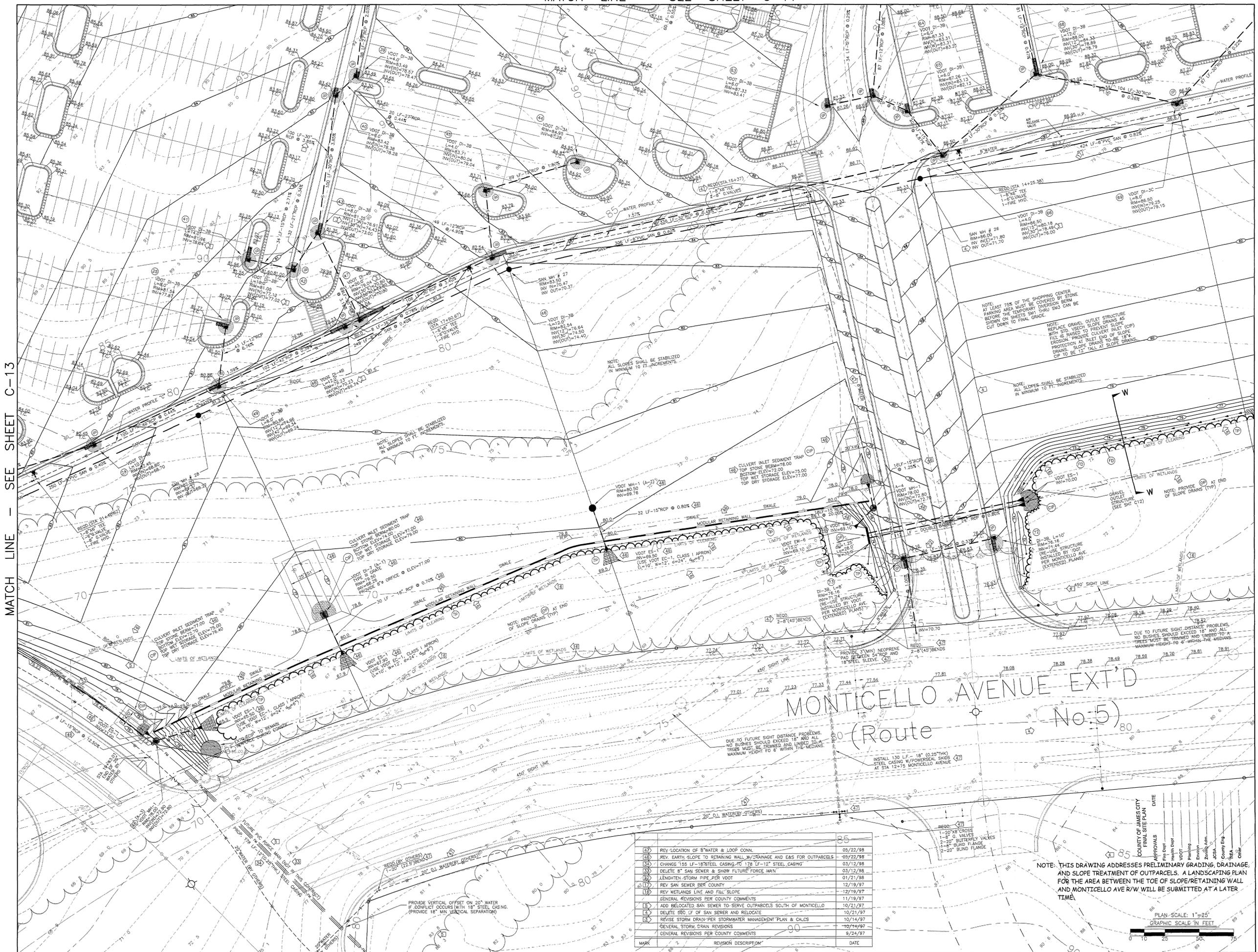
DRAINAGE, UTILITIES AND GRADING PLAN  
**MONTICELLO MARKETPLACE**  
WILLIAMSBURG, VIRGINIA  
FOR  
**MONTICELLO MARKETPLACE ASSOCIATES L.L.C.**



SHEET C14 OF  
DISK LAYOUT13.DWG  
PROJ. NO. 96046-07  
DWG. 5925C W

MATCH LINE - SEE SHEET C-13

MATCH LINE - SEE SHEET C-15



MARK	REVISION DESCRIPTION	DATE
35	REV. LOCATION OF 8" WATER & LOOP CONN.	05/22/98
36	REV. EARTH SLOPE TO RETAINING WALL W/ DRAINAGE AND E&S FOR OUTPARCELS	05/22/98
37	CHANGE 150 LF-18" STEEL CASING TO 178 LF-12" STEEL CASING	03/12/98
38	DELETE 8" SAN SEWER & SHOW FUTURE FORCE MAIN	03/12/98
39	LENGTHEN STORM PIPE PER VDOT	01/21/98
40	REV SAN SEWER PER COUNTY	12/19/97
41	REV WETLANDS LINE AND FILL SLOPE	12/19/97
42	GENERAL REVISIONS PER COUNTY COMMENTS	11/19/97
43	ADD BELOCATED SAN SEWER TO SERVE OUTPARCELS SOUTH OF MONTICELLO	10/21/97
44	DELETE 800' OF SAN SEWER AND RELOCATE	10/21/97
45	REVISE STORM DRAIN PER STORMWATER MANAGEMENT PLAN & CALCS	10/14/97
46	GENERAL STORM DRAIN REVISIONS	10/14/97
47	GENERAL REVISIONS PER COUNTY COMMENTS	9/24/97

NOTE: THIS DRAWING ADDRESSES PRELIMINARY GRADING, DRAINAGE, AND SLOPE TREATMENT OF OUTPARCELS. A LANDSCAPING PLAN FOR THE AREA BETWEEN THE TOE OF SLOPE/RETAINING WALL AND MONTICELLO AVE R/W WILL BE SUBMITTED AT A LATER TIME.

PLAN SCALE: 1"=25'  
GRAPHIC SCALE IN FEET

## DECLARATION OF COVENANTS

## INSPECTION/MAINTENANCE OF DRAINAGE SYSTEM

THIS DECLARATION, made this \_\_\_\_\_ day of December, 1998,  
 between POWHATAN ENTERPRISES, INC.,  
 and all successors in interest, hereinafter referred to as the "COVENANTOR(S)," owner(s) of the  
 following property: See Exhibit A,  
 Deed Book \_\_\_\_\_, Page No. \_\_\_\_\_ or Instrument No. \_\_\_\_\_,  
 and James City County, Virginia, hereinafter referred to as the "COUNTY."

## WITNESSETH:

We, the COVENANTOR(S), with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interests in the property described above, do hereby covenant with the COUNTY as follows:

1. The COVENANTOR(S) shall provide maintenance for the drainage system including any runoff control facilities, conveyance systems and associated easements, hereinafter referred to as the "SYSTEM," located on <sup>①</sup> and serving the above-described property <sup>②</sup> to ensure that the SYSTEM is and remains in proper working condition in accordance with approved design standards, and with the law and applicable executive regulations. The SYSTEM shall not include any elements located within any Virginia Department of Transportation rights-of-way.
2. If necessary, the COVENANTOR(S) shall levy regular or special assessments against all present or subsequent owners of property served by the SYSTEM to ensure that the SYSTEM is properly maintained.
3. The COVENANTOR(S) shall provide and maintain perpetual access from public right-of-ways to the SYSTEM for the COUNTY, its agent and its contractor.
4. The COVENANTOR(S) shall grant the COUNTY, its agent and its contractor a right of entry to the SYSTEM for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the SYSTEM.
5. If, after reasonable notice by the COUNTY, the COVENANTOR(S) shall fail to maintain the SYSTEM in accordance with the approved design standards and with the law and applicable executive regulations, the COUNTY may perform all necessary repair or maintenance work, and the COUNTY may assess the COVENANTOR(S) and/or all property served by the SYSTEM for the cost of the work and any applicable penalties.
6. The COVENANTOR(S) shall indemnify and save the COUNTY harmless from any and all claims for damages to persons or property arising from the installation, construction, maintenance, repair, operation or use of the SYSTEM.
7. The COVENANTOR(s) shall promptly notify the COUNTY when the COVENANTOR(S) legally transfers any of the COVENANTOR(S)' responsibilities for the SYSTEM. The COVENANTOR(S)' shall supply the COUNTY with a copy of any document of transfer, executed by both parties.
8. The covenants contained herein shall run with the land and shall bind the COVENANTOR(S) and the COVENANTOR(S)' heirs, executors, administrators, successors and assignees, and shall bind all present and subsequent owners of property served by the SYSTEM.
9. This COVENANT shall be recorded in the County Land Records.

① - ② See Page 2

1. a portion of the property described on Exhibit A to this Declaration and more particularly identified as the "Drainage Easement Area" on that certain plat entitled "Plat of Storm Water Drainage Easement for Conveyance by Powhatan Enterprises, Inc. to Monticello Marketplace Associates, L.L.C." dated August 29, 1996 and recorded in the Clerk's Office of the Circuit Court of James City County, Virginia in Plat Book 64 at Page 95,

2. and also serving all of the property acquired by Monticello Marketplace Associates, L.L.C. from Powhatan Enterprises, Inc., as more particularly described on Exhibit B to this Declaration, by Deed dated September 4, 1996 and recorded in the aforesaid Clerk's Office in Deed Book 806 at Page 43,

IN WITNESS WHEREOF, the COVENANTOR(S) have executed this DECLARATION OF COVENANTS as of this \_\_\_\_\_ day of December, 19 98.

COVENANTOR(S)

POWHATAN ENTERPRISES, INC.

Print Name/Title By: \_\_\_\_\_

ATTEST:

Lawrence E. Beamer  
President

COVENANTOR(S)

Print Name/Title \_\_\_\_\_

ATTEST:

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

I hereby certify that on this \_\_\_\_\_ day of December, 19 98, before the subscribed, a Notary Public of the State of Virginia, and for the City/County of \_\_\_\_\_, aforesaid personally appeared Lawrence E. Beamer\* and did acknowledge the foregoing instrument to be their Act. \*President of Powhatan Enterprises, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Approved as to form:

This Declaration of Covenants prepared by:

Robert L. Dewey

(Print Name)

\_\_\_\_\_  
(Title)  
Willcox & Savage, P.C.  
1800 NationsBank Center

(Address)

Norfolk      VA      23510

(City)      (State)      (Zip)

## EXHIBIT A

LEGAL DESCRIPTION

All that certain tract, piece or parcel of land situate in Berkeley District, James City County, Virginia, containing 539.3534 acres, more or less, as shown and set forth on a plat entitled "PLAT OF A SURVEY OF THE PROPERTY STANDING IN THE NAME OF D. C. RENICK, IRONBOUND ROAD, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA," dated April 1968, and made by Martin, Clifford & Associates, Engineers & Consultants, a copy of which plat is recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City in Plat Book 28, Page 56.

LESS AND EXCEPT the following:

1. 1.13 acres, more or less, conveyed to the Commonwealth of Virginia by Deed dated September 21, 1978, and recorded October 19, 1978, in James City County Deed Book 189, Page 39.
2. Four parcels aggregating 2.44 acres, more or less, conveyed to the Commonwealth of Virginia by Deed dated January 31, 1979, and recorded May 17, 1979, in James City County Deed Book 194, Page 115.
3. .3006 acre, more or less, conveyed to James City Service Authority for a well site by Deed December 19, 1980, and recorded May 5, 1981, in James City County Deed Book 213, Page 226.
4. 18.4 acres, more or less, conveyed to The County of James City by Deed dated February 3, 1981, and recorded May 5, 1981, in James City County Deed Book 213, Page 228.
5. 34.538 acres, more or less, as shown and described on a certain Plat entitled "POWHATAN ENTERPRISES, PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY" dated October 20, 1980, made by Langley and McDonald, Engineers-Planners-Surveyors, and recorded in James City County Plat Book 36, Page 80.
6. 15.7143 acres, more or less, identified as "PARCEL II" and 3.40 acres, more or less, identified as "AREA WITHIN R/W" as shown and described on a Plat entitled "PLAT OF PARCEL II & ACCESS ROAD, BEING A SUBDIVISION OF POWHATAN ENTERPRISES, JAMES CITY COUNTY, VIRGINIA" dated September 25, 1985, made by Langley and McDonald, Engineers-Planners-Surveyors, and recorded in James City County Plat Book 41, Page 85.
7. 22.43 acres, more or less, as shown and described on a Plat entitled "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE II, A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated July 7, 1989, made by Langley and McDonald, Engineers-Planners-Surveyors, and recorded in James City County Plat Book 51, Pages 37 and 38.

## Legal Description continued:

8. Lot 17 (0.7291 acre, more or less) and Lot 18 (0.6752 acre, more or less) as shown and described on a Plat entitled "POWHATAN ENTERPRISES, PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE III, JAMES CITY COUNTY, VIRGINIA" dated October 29, 1992, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 57, Page 98.
9. 4.2983 acres, more or less, as shown and described on a certain Plat entitled "PLAT OF 4.2983 ACRE RECREATION SITE BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., HEREBY CONVEYED TO POWHATAN COMMUNITY SERVICES ASSOCIATION, POWHATAN DISTRICT-JAMES CITY COUNTY, VIRGINIA" dated August 31, 1990, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 55, Page 65.
10. Eight (8) parcels aggregating 7.737 acres, more or less, containing landscape protection zones and conservation easements conveyed to the Powhatan Community Services Association by Deed dated March 3, 1993, and recorded in James City County Deed Book 615, Page 287 and described as Parcel II in said Deed and as also shown on a certain Plat entitled "PLAT OF PROPERTY TO BE CONVEYED BY POWHATAN ENTERPRISES, INC. TO POWHATAN COMMUNITY SERVICES ASSOCIATION, POWHATAN DISTRICT-JAMES CITY COUNTY, VIRGINIA" dated July 31, 1990, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 55, Page 64.
11. .3562 acre, more or less, designated as Lot 1 as shown and described on a Plat entitled "PLAT OF LOT 1, POWHATAN OF WILLIAMSBURG SECONDARY, PHASE IV-A, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated August 6, 1993, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 58, Page 2.
12. 7.353 acres, more or less, as shown and described on a Plat entitled "PLAT OF THE CLUSTERS, POWHATAN OF WILLIAMSBURG SECONDARY, PHASE III, BEING A SUBDIVISION OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated October 15, 1993, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 59, Pages 63, 64 and 65.

## Legal Description continued:

13. 10.3053 acres, more or less, as shown and described on a Plat entitled "PLAT OF WILLIAMSBURG SECONDARY, PHASE IV-A, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated December 20, 1993, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 58, Page 94.
14. Parcel identified as "ENTRANCE EASEMENT TO BE DEDICATED TO V.D.O.T." as shown and described on a Plat entitled "PLAT OF POWHATAN SECONDARY RIGHT OF WAY, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated March 14, 1994, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 59, Page 66.
15. 1.6432 acres, more or less; as shown and described on a plat entitled "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE I-A, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated August 22, 1995, made by Langley and McDonald, P.C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, recorded in James City County Plat Book 63, Page 33.
16. 8.9001 acres, more or less, as shown and described on a plat entitled "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE V-A, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated August 30, 1995, made by Langley and McDonald, P.C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, recorded in James City County Plat Book 63, Page 31.
17. 9.5572 acres, more or less, as shown and described as plate entitled "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE IV-B, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated September 15, 1995, made by Langley and McDonald, P.C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, recorded in James City County Plat Book 63, Page 32.

The property described herein is a portion of the property conveyed to Powhatan Enterprises, Inc. by Deed dated December 23, 1977, and recorded in James City County Deed Book 181, Page 361, Deed dated January 24, 1978, and recorded in James City County Deed Book 182, Page 416, and by Deed dated February 19, 1981, and recorded in James City County Deed Book 214, Page 176. It includes parcels (38-3)(1-9), (38-3)(1-9A), (38-3)(1-11), (38-3)(1-12) and (38-3)(1-21) on the James City County tax map.

All those certain tracts, pieces or parcels of land situate in Berkeley District, James City County, Virginia, generally shown as "Parcel P20", "Parcel P18" and "Parcel P21" on a plat entitled "PLAT OF PARCELS ALONG RELOCATED ROUTE 5 CORRIDOR, IN, THROUGH AND ADJACENT TO POWHATAN SECONDARY OF WILLIAMSBURG, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated 3/15/96, prepared by Langley and McDonald, P.C.

Being the same property conveyed to Powhatan Enterprises, Inc. by Deed dated April 24, 1996, and recorded in James City County Deed Book \_\_\_\_\_, Page \_\_\_\_\_.  
as Document # 12933.

## EXHIBIT B

## MONTICELLO MARKETPLACE ASSOCIATES, L.L.C.

THAT certain real property and the buildings and improvements thereon, if any, located in James City County, Virginia and being known, numbered and designated as PARCEL 1, consisting of 36.9907 acres, and PARCEL 2, consisting of 6.2747 acres, as shown on that certain subdivision plat (the "Subdivision Plat") entitled "PLAT OF SUBDIVISION OF 2 PARCELS OF LAND FOR CONVEYANCE TO MONTICELLO MARKET PLACE ASSOCIATES, L.L.C. FROM POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA", dated August 26, 1996, made by Langley and McDonald, P.C., said plat being duly recorded in the Clerk's Office of the Circuit Court of James City County, Virginia in Plat Book 64, at page 93-94, to which Subdivision Plat reference is made for a more particular description of the property.

JAMES CITY COUNTY  
ENVIRONMENTAL DIVISION  
101 MOUNTS BAY ROAD  
POST OFFICE BOX 8784  
WILLIAMSBURG, VIRGINIA 23187  
(757) 253-6670

**NOTICE TO COMPLY**

Date: March 28, 2003

Monticello Marketplace Associates, LLC  
9211 Forest Hill Avenue, Suite 100  
Richmond, VA 23235

Re: Storm Water Retention BMP/ Sediment Basin located south west of the intersection of Monticello Avenue and News Road. Further identified as Powhatan Enterprises INC., Storm Water Retention BMP/ Sediment Basin as indicated in plans and documents located within James-City County's Environmental Division.

An inspection of the above referenced project on 3/27/03 revealed that the following violations are present:

- The structural integrity of the dam embankment has been breached adjacent to the outfall structure and discharge pipe. Repair the breach in the embankment using methods that will meet or exceed the original design criteria.
- Following repair of the embankment immediately stabilize the basin.

Notice is hereby given that these deficiencies shall be corrected in accordance with the approved Erosion and Sediment Control Plan and the Virginia Erosion and Sediment Control Handbook on or before 4/3/03. The site will be reinspected at that time and you are invited to accompany the inspector on that date.

Failure to comply with this notice may result in civil penalties of \$100 per day per violation or any legal action necessary, including drawing on the project surety by the County to effect the implementation of the approved plan. Please contact the inspector, Joe Buchite at 253-6643, if there are any questions.



Patrick T. Menichino  
Environmental Inspections Supervisor

JAMES CITY COUNTY  
 ENVIRONMENTAL DIVISION  
 P. O. BOX 8784  
 WILLIAMSBURG, VIRGINIA 23187-8784  
 (757) 253-6670

**INSPECTION REPORT - EROSION AND SEDIMENT CONTROL**

Date: 3/24/03  
 Project: Monticello Marketplace Shopping Center  
 Phone/Fax: (804) 320-7600 / (804) 330-8924  
(757) 258-2824

Permittee:  
Monticello Marketplace Associates, LLC  
9211 Forest Hill Avenue, Suite 100  
Richmond, VA 23235

An inspection of the above-referenced project was conducted on 3/21/03, the following represents an evaluation of that projects compliance with James City County's Environmental Regulations. Items identified below as "Needs Repair" are deficiencies that must be corrected.

IN COMPLIANCE	NEEDS REPAIR	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEDIMENT BASIN <u>The structural integrity of the dam embankment has been breached adjacent to the outfall structure and discharge pipe. Repair breach in embankment</u>
<input type="checkbox"/>	<input type="checkbox"/>	SEDIMENT TRAP <u>using methods that will meet or exceed the original design criteria.</u>
<input type="checkbox"/>	<input type="checkbox"/>	CONSTRUCTION ENTRANCE _____
<input type="checkbox"/>	<input type="checkbox"/>	SILT FENCE _____
<input type="checkbox"/>	<input type="checkbox"/>	INLET PROTECTION _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	STABILIZATION <u>Following repair of embankment stabilize basin immediately.</u>
<input type="checkbox"/>	<input type="checkbox"/>	OTHER ITEMS _____
		_____
		_____

Notice is hereby given that those deficiencies listed shall be corrected in accordance with James City County's Environmental Requirements on or before 3/27/03. The site will be reinspected at that time and you are invited to accompany the inspector on that date. Failure to comply with this report will result in Enforcement Actions.

Joe Buchite  
 JCC Environmental Division Inspector

James M. Grosack / Lawrence Beamer  
 Project Representative Notified

**JAMES CITY COUNTY  
 ENVIRONMENTAL DIVISION  
 P. O. BOX 8784  
 WILLIAMSBURG, VIRGINIA 23187-8784  
 (757) 253-6670**

**INSPECTION REPORT - EROSION AND SEDIMENT CONTROL**

Date: 6-6-01 Permittee: Monticello Marketplace Associates LLC  
 Project: Suntrust Bank - Monticello Market - 9211 Forest Hill Avenue  
 Phone/Fax: (804) 320-7600 place (804) 330-8924 II Richmond, VA 23235 Suite 100

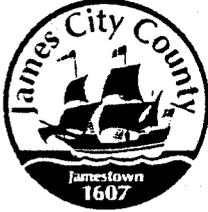
An inspection of the above-referenced project was conducted on 6-6-01, the following represents an evaluation of that projects compliance with James City County's Environmental Regulations. Items identified below as "Needs Repair" are deficiencies that must be corrected.

IN COMPLIANCE	NEEDS REPAIR	
<input type="checkbox"/>	<input type="checkbox"/>	SEDIMENT BASIN <u>N/A</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEDIMENT TRAP <u>See marketplace Shoppes inspection report.</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	CONSTRUCTION ENTRANCE <u>keep Monticello Avenue free and clear of sediment.</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SILT FENCE <u>Install silt fence around perimeter of stockpile.</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	INLET PROTECTION <u>Storm sewer not installed yet.</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	STABILIZATION <u>See marketplace Shoppes inspection report.</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	OTHER ITEMS <u>Form stockpile in designated area as shown on approved plan.</u>

Notice is hereby given that those deficiencies listed shall be corrected in accordance with James City County's Environmental Requirements on or before 6-12-01. The site will be reinspected at that time and you are invited to accompany the inspector on that date. Failure to comply with this report will result in Enforcement Actions .

Beth Davis  
 JCC Environmental Division Inspector  
 757-253-6670

James M. Gresock  
 Project Representative Notified



JAMES CITY COUNTY - ENVIRONMENTAL DIVISION

Office Phone: 757-253-6670

Fax Number: 757-259-4032

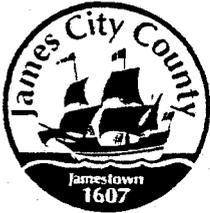
DATE SENT: 6-6-01

Name: James M. Gresock,  
Firm or Company: Monticello Marketplace Assoc., LLC  
Facsimile Number: (804) 330-8924  
Number of pages including this transmittal: 3  
From: Beth Davis

James City County  
P O Box 8784  
Williamsburg VA 23187-8784

Comments:  
Spoke with Rick Cook on project  
sites.

If you do not receive all pages, call 757-253-6670 as soon as possible



**JAMES CITY COUNTY - ENVIRONMENTAL DIVISION**

Office Phone: 757-253-6670

Fax Number: 757-259-4032

DATE SENT: 6-6-01

Name: Rick Cook  
Firm or Company: Jack L. Massie Contractor, Inc.  
Facsimile Number: (757) 566-8566  
Number of pages including this transmittal: 3  
From: Beth Davis

James City County  
P O Box 8784  
Williamsburg VA 23187-8784

Comments:

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If you do not receive all pages, call 757-253-6670 as soon as possible

Larry S. Barry, PE., President  
Norman H. Mason, R.L.S., Secretary  
Vaughn B. Rinner, C.L.A.  
Kenneth A. Dierks  
Robert P. Kerr, R.E.P., P.W.S.



Clayton E. Massey, PE.  
Charles R. Osborne, R.L.S.  
Stephen A. Romeo, R.L.S.  
Mark W. Strickland, PE.  
A. Gary Webb, PE.

August 11, 2000



Mr. John Mazur  
Assistant Resident Engineer  
VDOT  
4451 Ironbound Road  
Williamsburg, VA 23188-2621

Dear Mr. Mazur:

With reference to your attached letter to Jill Schmidle of August 1, regarding the temporary stormwater discharge into two VDOT drop inlets on Monticello Avenue, please be assured that the sediment traps shown are temporary only for the period of site development, a portion of which has already been approved.

James City County Environmental Department had only one requested change to the top of the private structures, which we will change.

By copy of this letter we are advising Jim Gresock of S.L. Nusbaum that he may assign this work to his contractor to obtain the permit and perform the work.

Thank you for your assistance.

Sincerely,

The LandMark Design Group Inc.

Douglas E. White, L.S.  
Senior Associate

DEW/dhm  
Enclosure

Copy: Mr. Jim Gresock  
Mr. Darryl Cook  
File 1960046-000.62

FILE



# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF TRANSPORTATION

4451 IRONBOUND RD.

WILLIAMSBURG, VIRGINIA 23188-2621

August 1, 2000

CHARLES D. NOTTINGHAM  
COMMISSIONER

QUINTIN D. ELLIOTT  
RESIDENT ENGINEER

Jill E. Schmidle, Planner  
James City County Planning  
P.O. Box 8784  
Williamsburg, VA 23187

Ref: Marketplace Shoppes at Monticello Marketplace, Revision  
SP-77-99  
Route 5, James City County



Dear Ms. Schmidle:

We have reviewed the above referenced project, and we offer the following comments and recommendations.

Sediment traps are used as temporary water control facilities. If this structure is to be permanent, it should be labeled as a detention basin or other appropriate nomenclature.

The plans, as submitted, were found to be satisfactory, but need to address the above comment. Our review of this site is hereby completed. Any subsequent revisions, additions or deletions to these plans shall require specific written approval of the resident engineer for each such change. One set of approved plans needs to be submitted to this office upon approval by the county.

The owner needs to secure a Land Use Permit with approved plans prior to any work being performed with the state's right of way. The permit application needs to be submitted with three sets of plans and a copy of the VDOT approval letter. An accounts receivable number will be set up to provide for inspection services.

If we can be of further assistance in this matter, please advise.

Sincerely,

John E. Mazur  
Assistant Resident Engineer

JEM/ehw  
xc: Cheryl D. Chance

FILE - Mont. Mktplace



# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF TRANSPORTATION

PO BOX HD  
WILLIAMSBURG, 23187-3608

**CHARLES D. NOTTINGHAM**  
COMMISSIONER

May 15, 2000



**QUINTIN D. ELLIOTT**  
RESIDENT ENGINEER

Route: 199  
Project: 0199-047-F03,C503,D611-613  
FHWA: STP-199-5(003)  
Location: James City Co.

S. L. Nusbaum Realty Co.  
9211 Forest Hill Avenue, Suite 110  
Richmond, VA 23235

Attn: Mr. James M. Gresock

Ref: Algae Storm Water Management Basin

Dear Mr. Gresock:

This is concerning your letter dated May 2, 2000 concerning the appearance of algae in the SWM Basin. We have discussed this with Mr. Lawrence Beamer and we are at the present time having our contractor, Jack L. Massie purchase Grass Carp to control the algae. The carp will be placed in our SWM Basin on a trial period to evaluate the vegetation control. If this is successful we will then discuss with Mr. Beamer the purchase of Carp for the larger lake. These Carp are being purchased through the Virginia Game and Inland Fisheries and will be permitted to the Department.

Should you need additional information on this matter, please call at 757-253-4862.

Sincerely,

Quintin Elliott  
Resident Engineer

By: Jimmy I. Hamrick  
Assistant Resident Engineer

JH/lja  
Attachment

- Xc: ✓ Mr. Darryl Cook, James City Co. w/attachment
- Mr. Lawrence Beamer, Powhatan Enterprises, w/attachment
- Ms. Jane Wimbush w/attachment
- Mr. Joe Parker w/attachment
- File w/attachment

JAMES CITY COUNTY  
OFFICE OF CODE COMPLIANCE  
P. O. BOX JC  
WILLIAMSBURG, VIRGINIA 23187  
804-253-6670

INSPECTION REPORT - EROSION AND SEDIMENT CONTROL

Date: 9/21/99  
Project: MONTICELLO MARKETPLACE  
Reinspection Date: 9/24/99

Permittee Notified:  
JAMES M. GRESOCK, SR.  
C/O S.L. NUSBAUM REALTY  
9211 FOREST HILL AVE SUITE 110  
RICHMOND VA 23235

An inspection of the above-referenced project on 9/20/99 revealed that the following deficiencies are present:

THE SEDIMENT TRAPS AT THE MONTICELLO MARKETPLACE BORROW AREA NEED MAINTENANCE. THE ENTRANCE OF THE BORROW AREA IS FULL OF SEDIMENT.

The following must be completed to correct the deficiencies:

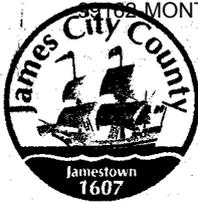
- CLEAN THE ENTRANCE
- REPAIR / MAINTAIN THE SEDIMENT TRAPS AND STABILIZE WHEN COMPLETE.

If the deficiencies are not corrected by the reinspection date, additional enforcement measures will be undertaken to ensure compliance.

DAVID MEADOR  
Inspector

JAMES GRESOCK  
Person Notified - Title

0354C 253-6823



# DEVELOPMENT MANAGEMENT

101-E MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784  
(757) 253-6671 Fax: (757) 253-6850 E-MAIL: devtman@james-city.va.us

CODE COMPLIANCE  
(757) 253-6626  
codecomp@james-city.va.us

ENVIRONMENTAL DIVISION  
(757) 253-6670  
environ@james-city.va.us

PLANNING  
(757) 253-6685  
planning@james-city.va.us

COUNTY ENGINEER  
(757) 253-6678  
INTEGRATED PEST MANAGEMENT  
(757) 253-2620

December 9, 1997

Mr. Russell Garrison  
Williams Company  
4565 News Road  
Williamsburg, VA 23188

RE: Monticello Marketplace

Dear Mr. Garrison:

In response to our meeting on December 4, 1997, James City County will allow the use of coal combustion by-products (CCB) as fill material on the above site subject to the following conditions:

1. The CCB material is to be used only in areas where it will be covered with an impervious surface such as a building or a paved area.
2. All CCB material used shall be lime stabilized.
3. The CCB material will not be used on the outparcels or within 100 feet of any wetlands except for the area north of the main entrance inside the diversion berm.
4. When used as part of or under a building pad, the material shall be placed in an excavated area and not at the elevation of the surrounding soil. The intent is to ensure that the material is contained at all times by a soil barrier. The CCB material shall be placed in 12 to 18-inch lifts and covered within 24 hours of placement by either stone or soil.
5. When used to fill utility or drainage system trenches, earth fill shall be placed around the pipes to a depth approximately two feet above the top of the pipe. The CCB material can then be used to complete the backfilling of the trench to within six inches of the surface. The final six inches will then be filled within 24 hours by either soil or stone.
6. When used as a drying agent and mixed with wet soils, the content of the CCB shall not exceed 15%. This mixture shall only be placed in the two onsite ravine areas and the elevation of the placed material shall not exceed the elevation of outlet structures of the diversion berm. This material shall also be covered within 24 hours of placement by soil or stone.

If these conditions are not followed, continued use of the material will not be allowed. Please contact me at 253-6673 if you have any questions concerning this matter.

Sincerely,

Darryl E. Cook  
Environmental Director

**MEMORANDUM**

FILE - Monticello Mktplace

**Langley and McDonald, P.C.**

Engineers  
Surveyors  
Planners  
Landscape Architects  
Environmental Consultants  
@norfolk.infi.net

Main Office: 5544 Greenwich Road, Virginia Beach, VA 23462  
(804) 473-2000 FAX#: (804) 497-7933  
Williamsburg Office: 201 Packets Court, Wmbg, VA 23185  
(804) 253-2975 FAX#: (804) 229-0049  
e-mail address: langley

**To:** Jim Gresock  
**From:** Doug White *DW*  
**Date:** December 8, 1997  
**Subject:** Monticello Marketplace - Wetlands Line

I met with Darryl Cook and Matt Maxwell this morning and apprised them of the changes they would see in the position of the wetlands line on the resubmittal of the site plan, the reason for this shift, and the quantities of area and quality of vegetation involved.

Their only immediate reaction was relative to the amount of buffer they thought they were getting west of the main entrance as opposed to what is really going to be left. However, they felt that issue could be addressed in the supplemental planting program which you plan to discuss with them once the clearing has been completed.

I illustrated that the net loss of area due to the shift is only approximately 2,000 sq.ft. (0.05 Ac.) and that there appears to be far more value in the vegetation gained versus the vegetation lost in terms of density and numbers of specimens.

Copy: Mr. Darryl Cook (fax) (with copy of Corps submittal drawing)  
Mr. Matt Maxwell (fax)  
File: 96046-7

DEW/dhm



# S.L. NUSBAUM Realty Co.

9211 Forest Hill Avenue, Suite 110 • Richmond, Virginia 23235 • (804) 320-7600 • FAX (804) 330-8924

Via Fax: 757/253-6850

September 11, 1997

Ms. Joan Williamson  
Management Assistant/Environmental Division  
James City County  
101-E Mounts Bay Road  
P.O. Box 8784  
Williamsburg, Virginia 23187-8784

Re: Siltation Agreement - Letter of Credit  
Monticello Marketplace Shopping Center

Dear Joan,

I appreciate the time you provided me today to discuss the Siltation Agreement for the referenced project and, more specifically, the format for the Standard Letter of Credit. I have forwarded the Standard Letter of Credit Format to our home office in Norfolk, which will, in turn, be coordinated with our lender.

As we are on a tight development time frame, we would appreciate your advising us of the bond amount as soon as possible. This could be conveyed through Doug White of Langley and McDonald or to me directly.

Again, we appreciate the continued assistance and cooperation the County has provided us, and we look forward to working with you through the course of construction. If you have any questions regarding this project at any time, please feel free to contact me.

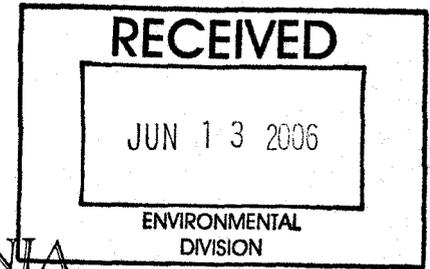
Sincerely,

James M. Gresock  
Senior Vice President  
Director of Development

JMG:lds

cc John T.P. Horne/James City County - via fax  
Darryl Cook /James City County - via fax  
Doug White/Langley and McDonald - w/copy of Letter of Credit Format - via fax  
Alan Nusbaum/S.L. Nusbaum - w/copy of Letter of Credit Format - via fax

File -



# COMMONWEALTH of VIRGINIA

GREGORY A. WHIRLEY  
ACTING COMMISSIONER

DEPARTMENT OF TRANSPORTATION  
1700 NORTH MAIN STREET  
SUFFOLK, VA 23434

June 9, 2006

Mr. James M. Gresock  
Senior Vice President  
S. L. Nusbaum Realty Co.  
9211 Forest Hill Avenue, Suite 110  
Richmond, Virginia 23235

Re: BMP Located Between Monticello Marketplace and Powhatan Secondary  
James City County, Virginia

Dear Mr. Gresock:

This is in reference to your letter received in this office on June 8, 2006, concerning the BMP located between Monticello Marketplace and Powhatan Secondary.

I have not had any further meetings with John Horne or Lawrence Beamer concerning this matter. The Virginia Department of Transportation completed all of the items that were discussed to perform and any other responsibilities that VDOT has concerning the BMP.

I will be glad to meet with you, the developer, and the county to further review these items that you feel is necessary, in order to bring this matter to a conclusion.

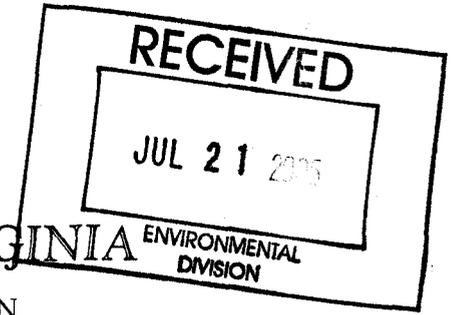
Sincerely,

A handwritten signature in cursive script that reads "J. W. Brewer".

J. W. Brewer  
Transportation Residency Administrator

cc: Messrs: John Horne  
Darryl Cook ✓  
Lawrence Beamer

FILE - Mont Mkt place



# COMMONWEALTH of VIRGINIA

GREGORY A. WHIRLEY  
ACTING COMMISSIONER

DEPARTMENT OF TRANSPORTATION  
1700 NORTH MAIN STREET  
SUFFOLK, VA 23434

July 19, 2005

James M. Gresock  
Senior Vice President  
S. L. NUSBAUM REALTY COMPANY  
9211 Forest Hill Avenue, Suite 110  
Richmond, Virginia 23235

Re: BMP Located Between Monticello Marketplace and Powhatan Secondary,  
James City County, Virginia

Dear Mr. Gresock:

This is in reference to your letter received in this office concerning the BMP located between Monticello Marketplace and Powhatan Secondary in James City County.

We have previously performed some work that was indicated in Mr. Cook's letter that I received on May 25, 2005. The only items that are left, to my knowledge to be performed, is the mowing operation on the dam. I will set up a meeting with Mr. John Horne and Mr. Darrel Cook next week to review any other work they feel need further attention, then another meeting will be arranged with all respective parties to bring this matter to a conclusion.

If additional information is desired, please give me a call at (757) 253-4832.

Sincerely,

J. W. Brewer  
Residency Administrator

cc: Mr. John Horne  
Mr. Darrel Cook



# S.L. NUSBAUM Realty Co.

9211 Forest Hill Avenue, Suite 110 • Richmond, Virginia 23235 • (804) 320-7600 • FAX (804) 330-8924

Via Facsimile and E-Mail

May 15, 2008

Scott J. Thomas, P.E.  
Environmental Division  
James City County  
101 Mounts Bay Road  
Williamsburg, VA 23187

✓ SJT  
Joe B.  
Greg J.  
FYI

Re: Monticello Marketplace BMP - Maintenance Agreement  
and Quarterpath Crossing - Road Plans

Dear Scott,

As a follow-up to our meeting yesterday, I was able to discuss the Maintenance Agreement on the BMP at Monticello Marketplace with Darryl Cook, who advised me that he has sent the letter that Lawrence Beamer requested to allow the Maintenance Agreement to be completed. Once this is finalized, I will be requesting the elimination of the \$25,000 Letter of Credit currently being held with Wachovia Bank on the BMP. I will make this request through your office and copy Darryl.

With regard to Quarterpath Crossing, per our conversation, you now have received the re-submittal of the Road Plans from Scott Brown at Timmons addressing comments from your department. VDOT has approved the Road Plans and we have addressed the comments from the City, and, thus, your review and approval of the plans will help finalize the review process needed for Land Disturbance Permit purposes.

✓ SJT  
WAC

We would appreciate you addressing this matter at your earliest convenience, as we are trying to keep the project on schedule and commence construction in the immediate future. I appreciate your continued assistance and cooperation in this matter.

If you have any questions regarding the above, please feel free to contact me.

Sincerely,

James M. Gresock  
Senior Vice President

JMG:lds

**Surety Tracking Sheet**

Date: 8/1/06

Due Date: 8/4/06

Project Name: Monticello Marketplace Shopping Center

Original Surety - \_\_\_\_\_ Current Surety at (full) (reduced) amount \_\_\_\_\_

Requested By: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date Notified: \_\_\_\_\_

**Siltation Surety:** Original \$ \_\_\_\_\_ Current \$ 25,000 Needed \$ 25,000

\*maximum reduction of 80% of original bond amount unless project is to be released

Calculate  Evaluate/Reduce  Release

**Work to be completed for SILTATION Surety**

- Stabilization of all disturbed areas
- Removal of temporary erosion control measures
- Submission of as-built drawings for stormwater management facility
- Submission of construction certification for the stormwater management facility
- Completion of field-related BMP items
- Other -

Comments- Hold all surety until BMP at corner of News + Monticello; as per DEC.

**Subdivision Surety:** Original \$ \_\_\_\_\_ Current \$ \_\_\_\_\_ Needed \$ \_\_\_\_\_

\*maximum reduction of 80% of original bond amount unless project is to be released

Calculate  Evaluate/Reduce  Release

**Work to be completed for SUBDIVISION Surety**

- Paving of streets
- Dedication of streets to Virginia Department of Transportation VDOT  
Amount Needed \$ \_\_\_\_\_
- Completion of water and sewer systems JCSA  
Amount Needed \$ \_\_\_\_\_
- Completion of water and sewer punchlist items
- Submission of as-built drawings for water and sewer systems
- Installation of street lights and street signs
- Other -
- Comments-

INDICATE YOUR APPROVAL BY INITIALING THE APPROPRIATE BLANK:  
INSP. \_\_\_\_\_ SJT \_\_\_\_\_ DEC \_\_\_\_\_

JB  
PTM  
8/1/06

**Surety Tracking Sheet**

Date: 8-19-05

Due Date: \_\_\_\_\_

Project Name: Monticello Marketplace Shopping Center

Original Surety - \_\_\_\_\_ Current Surety at (full) (reduced) amount \_\_\_\_\_

Requested By: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date Notified: \_\_\_\_\_

**Siltation Surety:** Original \$ 220,000 Current \$ \_\_\_\_\_ Needed \$ 25,000

\*maximum reduction of 80% of original bond amount unless project is to be released

- Calculate
- Evaluate/Reduce
- Release

**Work to be completed for SILTATION Surety**

- Stabilization of all disturbed areas
- Removal of temporary erosion control measures
- Submission of as-built drawings for stormwater management facility
- Submission of construction certification for the stormwater management facility
- Completion of field-related BMP items
- Other -

Comments- Already Reduced by 80% must hold 20% until Release of project

**Subdivision Surety:** Original \$ \_\_\_\_\_ Current \$ \_\_\_\_\_ Needed \$ \_\_\_\_\_

\*maximum reduction of 80% of original bond amount unless project is to be released

- Calculate
- Evaluate/Reduce
- Release

**Work to be completed for SUBDIVISION Surety**

- Paving of streets
- Dedication of streets to Virginia Department of Transportation

**VDOT**

Amount Needed \$ \_\_\_\_\_

**JCSA**

Amount Needed \$ \_\_\_\_\_

- Completion of water and sewer systems
- Completion of water and sewer punchlist items
- Submission of as-built drawings for water and sewer systems
- Installation of street lights and street signs
- Other -
- Comments-

INDICATE YOUR APPROVAL BY INITIALING THE APPROPRIATE BLANK:

INSP. JA 8-19-05  
Revised 7/29/2005 JA

SJT \_\_\_\_\_

DEC \_\_\_\_\_

PTM pm  
8-19-05

<b>Project:</b> BURGER KING - MONTICELLO MARKETPLACE			
<b>Site Plan No:</b> SP-53-99	<b>Geo No:</b>	<b>LD Permit No:</b> 00-15	<b>Fiscal Year:</b> 2000
<b>Fee Paid?</b> <input checked="" type="checkbox"/>	<b>Fee Due:</b> \$330	<b>Acres Disturbed:</b> 1.05	<b>Declaration Covenant</b>
<b>Date Paid:</b> 4/30/1999		<b>LD Issue Date:</b> 9/14/1999	<b>Required:</b>
<b>Released?</b> <input checked="" type="checkbox"/>	<b>Release Date:</b> 10/25/2000	<b>LD Expire Date:</b>	<b>Received:</b>
<b>Comments:</b>	<b>Notations</b>	<b>LD Comment:</b> RELEASED 7/25/2000	
		<b>Cert Const?</b> N/A	<b>CC Iss Date:</b>
		<b>CC Expiration Date:</b>	
		<b>CC Comment:</b>	
<b>Subdivisions</b>			
<b>Issue Date:</b>	<b>Agreement?</b>	<b>Siltation</b>	
<b>Surety:</b>		<b>Agreement?</b> YES	<b>Surety:</b> BOND: 9,000
<b>Surety Type:</b>	<b>Amount:</b> \$0	<b>Surety Type:</b> BOND	<b>Amount:</b> \$9,000
<b>Notation:</b>	<b>Surety Released?</b>	<b>Notation:</b>	<b>Surety Released:</b> <input checked="" type="checkbox"/>
<b>Expiration Date:</b>		<b>Expiration Date:</b>	
<b>Comment:</b>		<b>Comments:</b> RELEASED 10/25/2000	
<b>Surety Number:</b>		<b>Surety Number:</b>	116000167 AMWEST SURETY INS
<b>Surety Company:</b>		<b>Surety Company:</b>	AMWEST SURETY INS
<b>Delete Record</b>	<b>Undo</b>	<b>Last Permit No</b>	<b>Add</b>
		<b>Find</b>	<b>Save</b>
		<b>Print</b>	<b>Menu</b>

## CHECKLIST FOR SURETY RENEWAL LETTERS

Project Name: Monticello Marketplace - Shopping Center

Surety Amount - at (full) (reduced) amount \$25,000

---

### Work to be completed for SILTATION Surety

- Stabilization of all disturbed areas ..
- Removal of temporary erosion control measures
- Submission of as-built drawings for stormwater management facility
- Submission of construction certification for the stormwater management facility
- Other - *maintenance agreement*

### Work to be completed for SUBDIVISION Surety

- Paving of streets
- Dedication of streets to Virginia Department of Transportation
- Installation of street lights
- Installation of street signs
- Completion of water and sewer systems
- Completion of water and sewer punchlist items
- Submission of as-built drawings for water and sewer systems
- Other -

mally

# SURETY REQUEST FORM

Project Name: Monticello Marketplace - Shopping Center

Requested By: PM

Phone Number: \_\_\_\_\_

Date Requested: 7-19-04 due 7-26-04

Date Completed & Requester Notified: \_\_\_\_\_

## Action Requested

<input type="checkbox"/> Subdivision Surety	Calculate	Reduce	Release
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Checklist

- JCSA \$ \_\_\_\_\_
- Streetlights / Street Signs \_\_\_\_\_
- Street Dedication / VDOT \_\_\_\_\_

Surety Amount Needed \$ \_\_\_\_\_

Comments \_\_\_\_\_

<input checked="" type="checkbox"/> Erosion Control Surety	Calculate	Reduce	Release
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Checklist

- BMP Certification / Record Drawings \_\_\_\_\_

Surety Amount Needed \$ 25,000

Comments Hold all for BMP record drawings and maintenance agreement

INDICATE YOUR APPROVAL BY INITIALING THE APPROPRIATE BLANK:

INSP. mwr    DEC    ST    PTM \_\_\_\_\_

## CHECKLIST FOR SURETY RENEWAL LETTERS

**Project Name:** Monticello Marketplace Shopping Center

**Surety Amount** - at (full) (reduced) amount \$ 25,000.

---

### Work to be completed for SILTATION Surety

- Stabilization of all disturbed areas
- Removal of temporary erosion control measures
- Submission of as-built drawings for stormwater detention facility
- Other -

### Work to be completed for SUBDIVISION Surety

- Paving of streets
- Dedication of streets to Virginia Department of Transportation
- Installation of street lights
- Installation of street signs
- Completion of water and sewer systems
- Completion of water and sewer punchlist items
- Submission of as-built drawings for water and sewer systems
- Other -

# SURETY REQUEST FORM

Gerry

Project Name: Monticello Marketplace Shopping Center

Requested By: PTM

Phone Number: \_\_\_\_\_

Date Requested: 7-21-03 DUE 7-28-03

Date Completed & Requester Notified: \_\_\_\_\_

### Action Requested

Subdivision Surety      Calculate    Reduce    Release

#### Checklist

JCSA \$ \_\_\_\_\_

Streetlights / Street Signs \_\_\_\_\_

Street Dedication / VDOT \_\_\_\_\_

Surety Amount Needed \$ \_\_\_\_\_

Comments \_\_\_\_\_

Erosion Control Surety      Calculate    Reduce    Release

#### Checklist

BMP Certification / Record Drawings Have not received any ASBUILTS OR CONSTRUCTION CERT for original BMP construction; nor any certifications for recent repairs. Hold 100% of BMP cost.

Surety Amount Needed \$ 25,000

Comments HOLD ALL FOR BMP

RECORD DRAWING AND MAINT. AGREEMENT

INDICATE YOUR APPROVAL BY INITIALING THE APPROPRIATE BLANK:

INSR GHL    DEC    ST PTM 7-22-03    PTM

NAME OF SUBDIVISION: MONTICELLO MARKETPLACE  
SECTION: \_\_\_\_\_  
OWNER/DEVELOPER: \_\_\_\_\_  
ENGINEER: \_\_\_\_\_  
SUBDIVISION BOND AMOUNT: \$ \_\_\_\_\_

ESTIMATES (September 1987)

- 1. Street Construction and Sidewalks \$ \_\_\_\_\_
  - 2. Drainage \_\_\_\_\_
  - 3. Utilities:
    - a. Electrical Service \_\_\_\_\_
    - b. Water \_\_\_\_\_
    - c. Sewer \_\_\_\_\_
  - 4. Streetlights \_\_\_\_\_
  - 5. Street Signs \_\_\_\_\_
- Total Subdivision Bond \$ \_\_\_\_\_

EROSION AND SEDIMENT CONTROL BOND AMOUNT ~~9/1/97 Done~~ \$ ~~220,000.00~~

~~CAN BE REDUCED TO: 75,000.00~~  
~~8/25/98 Done~~

~~CAN BE REDUCED TO: 8/1/99 Done 15,000.00~~

**\$25,000**

8-5-08

Need inspection/maintenance agreement, record drawings, and construction certification.

Bell

# SURETY REQUEST FORM

Project Name: Monticello Market place - Shopping Center

Requested By: PTM

Phone Number: \_\_\_\_\_

Date Requested: 7-29-02 DUE Aug 5, 2002

Date Completed & Requester Notified: 8-5-02

## Action Requested

<input type="checkbox"/> Subdivision Surety	Calculate	Reduce	Release
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Checklist

- JCSA \$ \_\_\_\_\_
- Streetlights / Street Signs \_\_\_\_\_
- Street Dedication / VDOT \_\_\_\_\_

Surety Amount Needed \$ \_\_\_\_\_

Comments \_\_\_\_\_

<input checked="" type="checkbox"/> Erosion Control Surety	Calculate	Reduce	Release
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Checklist (SWMF "D") VDOT Project 0199-047-103, RW-205, C-503

- BMP Certification / Record Drawings Inspection / Maint Agreement,  
Record Draw & Const cert required. None Received. Hold 100% of  
BMP Cost

Surety Amount Needed \$ 25,000

Comments No reduction. (Surety  
amount includes Borrow Area,  
which is complete.)

INDICATE YOUR APPROVAL BY INITIALING THE APPROPRIATE BLANK:

INSP. CEO DEC \_\_\_\_\_ ST ST PTM \_\_\_\_\_  
8-5-02

JOE

# SURETY REQUEST FORM

Project Name: Monticello MarketPLACE - Borrow Pit

Requested By: PTM Shopping Center & J

Phone Number: \_\_\_\_\_

Date Requested: 7-29-02 DUE AUG 5, 2002

Date Completed & Requester Notified: \_\_\_\_\_

### Action Requested

<input type="checkbox"/> Subdivision Surety	Calculate	Reduce	Release
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### Checklist

- JCSA \$ \_\_\_\_\_
- Streetlights / Street Signs \_\_\_\_\_
- Street Dedication / VDOT \_\_\_\_\_

Surety Amount Needed \$ \_\_\_\_\_

Comments \_\_\_\_\_

<input checked="" type="checkbox"/> Erosion Control Surety	Calculate	Reduce	<del>Release</del>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Checklist Have 25,000 on Borrow Pit

BMP Certification / Record Drawings \_\_\_\_\_

Surety Amount Needed \$ 25,000 Hold all

Comments OK. to release ~~the~~ Borrow Pit area but hold all surety.

INDICATE YOUR APPROVAL BY INITIALING THE APPROPRIATE BLANK:

INSP. JAB DEC NA ST NA PTM PTM 8-502

EROSION AND SEDIMENT CONTROL BOND ESTIMATE

No.	Item	Unit	Unit Cost	Estimated Quantity	Estimated Cost
1.	a. Construction Entrance	EA	\$ 500.00	<u>2</u>	\$ <u>1000.00</u>
	b. Road Stabilization	Inch/SY	.75	<u>-</u>	<u>-</u>
2.	Straw Bale Barrier	LF	7.00	<u>-</u>	<u>-</u>
	<i>TREE PROTECTION</i>	LF	1.00	<u><del>2440</del> 2440</u>	<u><del>2440.00</del> 2440.00</u>
3.	Silt Fence	LF	7.00	<u>1650</u>	<u>11,550.00</u> 7,000.00
4.	Storm Drain Inlet Protection				
	a. Straw Bale Filter	Inlet	53.00	<u>70</u>	<u>3710.00</u>
	b. Filter Fabric & Mesh Wire	Inlet	37.00	<u>-</u>	<u>-</u>
	c. Gravel & Filter Fabric	Inlet	37.00	<u>-</u>	<u>-</u>
	d. Block & Gravel	Inlet	31.00	<u>-</u>	<u>-</u>
	e. Excavated Drop Inlet	CY	4.70	<u>-</u>	<u>-</u>
	f. Gravel Curb Inlet	Inlet	25.00	<u>-</u>	<u>-</u>
	g. Block & Gravel Curb Inlet	Inlet	25.00	<u>-</u>	<u>-</u>
	<i>CULVERT INLET PROTECTION For</i>	TSD EA	100.00	<u>6</u>	<u>600.00</u>
5.	Temporary Diversion Dike	LF	2.35	<u>-</u>	<u>-</u>
6.	Temporary Fill Diversion	LF	.47	<u>1200</u>	<u>564.00</u>
7.	Temporary Right-of-Way Diversion				
	a. Stone	LF	2.35	<u>-</u>	<u>-</u>
	b. Earthen	LF	2.35	<u>-</u>	<u>-</u>
8.	Diversion	LF	11.70	<u>1600</u>	<u>18,720.00</u>
9.	Temporary Sediment Trap				
	a. No Excavation Required	LF	11.70	<u>-</u>	<u>-</u>
	b. Excavation Required	CY	7.00	<u>3980</u>	<u>27860.00</u>
	c. Stone filter	LF	10.00	<u>-</u>	<u>-</u>
10.	Temporary Sediment Basin				
	a. Earthwork	CY	7.00	<u>-</u>	<u>-</u>
	b. Outlet Structure (18" Barrel/24" Riser)	EA	1,265.00	<u>-</u>	<u>-</u>

Page Total \$ 66,444.00

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
11.	Temporary Slope Drain	LF	\$ 5.25	<u>300</u>	\$ <u>1575.00</u>
12.	Paved Flume	LF	20.00	<u>—</u>	<u>—</u>
13.	Stormwater Conveyance Channel				
a.	Grass lined - Seeded	SY	5.85	<u>—</u>	<u>—</u>
b.	Grass lined - Sodded	SY	11.70	<u>—</u>	<u>—</u>
c.	Riprap	SY	41.00	<u>—</u>	<u>—</u>
d.	Concrete/Bit. Concrete	SY	35.10	<u>—</u>	<u>—</u>
e.	Filter Fabric	SY	10.00	<u>245</u>	<u>2450.00</u>
14.	Outlet Protection				
a.	Non-Grouted Riprap	SY	41.00	<u>112</u>	<u>4592.00</u>
b.	Grouted Riprap	SY	52.65	<u>—</u>	<u>—</u>
c.	Concrete	SY	35.10	<u>—</u>	<u>—</u>
15.	Rock Check Dams				
a.	No. 1 Stone	CY	27.00	<u>194</u>	<u>5238.00</u>
b.	Riprap	CY	75.00	<u>—</u>	<u>—</u>
16.	Structural Protection				
a.	Gabions	CY	70.20	<u>—</u>	<u>—</u>
b.	Grid Pavers	SY	52.65	<u>—</u>	<u>—</u>
17.	Temporary Stream Crossing				
a.	12-24" Pipe Diameter	LF	31.60	<u>—</u>	<u>—</u>
b.	29-48" Pipe Diameter	LF	63.20	<u>—</u>	<u>—</u>
c.	48-72" Pipe Diameter	LF	105.30	<u>—</u>	<u>—</u>
d.	72-96" Pipe Diameter	LF	147.40	<u>—</u>	<u>—</u>
18.	Surface Stabilization				
a.	Temporary Mulching	Acre	1,000.00	<u>—</u>	<u>—</u>
b.	Permanent topsoil, seed, fertilizer, lime and mulch	Acre	5,000.00	<u>—</u>	<u>—</u>
c.	Crimping/tacking	Acre	1,200.00	<u>—</u>	<u>—</u>
d.	Hydroseeding	Acre	2,000.00	<u>37</u>	<u>74,000.00</u>

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
19.	Infiltration				
a.	Excavation	CY	\$ 7.00	—	—
b.	Filter Cloth	SY	10.00	—	—
c.	Sand Barrier	Ton	12.00	—	—
d.	Washed Aggregate	Ton	8.50	—	—
Total					\$ —
<u>Page 6 Total</u>					<u>—</u>
Grand Total					\$ <u>—</u>

RE/bkh  
3360c

II. DRAINAGE:

No.	Item	Unit	Unit Cost	Estimated Quantity	Estimated Cost
1.	a. 12" CL.3 RCP	LF	\$ 15.00		\$
	b. 12" CMP (coated)	LF	12.00		
2.	a. 15" CL.3 RCP	LF	20.00		
	b. 15" CMP (coated)	LF	16.00		
3.	a. 18" CL.3 RCP	LF	25.00		
	b. 18" CMP (coated)	LF	20.00		
4.	a. 24" CL.3 RCP	LF	33.00		
	b. 24" CMP (coated)	LF	26.00		
5.	a. 30" CL.3 RCP	LF	42.00	<u>442</u>	<u>18,564.00</u>
	b. 30" CMP (coated)	LF	31.00		
6.	a. 42" CL.3 RCP	LF	59.00	<u>527</u>	<u>31,093.00</u>
	b. 42" CMP (coated)	LF	47.00		
	<u>48" RCP</u>	<u>LF</u>	<u>69.00</u>	<u>80</u>	<u>5520.00</u>
7.	15" Flared End Section (ES-1)	EA	235.00		
	<u>54" RCP</u>	<u>LF</u>	<u>79.00</u>	<u>120</u>	<u>9480.00</u>
8.	18" Flared End Section (ES-1)	EA	285.00		
9.	24" Flared End Section	EA	330.00		
	<u>54" FLARED END</u>	<u>EA</u>		<u>1</u>	<u>550.00</u>
10.	Manhole W/Casting & Top (4'ID)	EA	1,050.00		
11.	Manhole W/Casting & Top (6'ID)	EA	1,200.00		
12.	Curb Drop Inlet W/Top	EA	1,000.00		
13.	Yard Drain	EA	1,000.00		
				Total	\$ <u>65,207.00</u>

III. UTILITIES:

No.	Item	Unit	Unit Cost	Estimated Quantity	Estimated Cost
1.	Virginia Power - Electric	Lot	\$ 52.00		\$
2.	C & P Telephone	No Charge			
3.	Cable TV	No Charge			
4.	Virginia Natural Gas	No Charge			
				Total	\$
				Page Total	\$

JAMES CITY COUNTY ENVIRONMENTAL DIVISION

Surety Tracking Sheet

Date: 7/8/09

Due Date: \_\_\_\_\_

Project Name: Monticello Marketplace Shopping Ctr

Requested By: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date Notified: \_\_\_\_\_

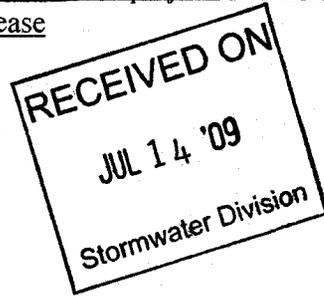
Case Number: SP-72-98

Siltation Surety: Original \$ \_\_\_\_\_ Current \$ 0 Needed \$ \_\_\_\_\_

- Calculate Evaluate/Reduce Release

Work to be completed for SILTATION Surety

- Stabilization of all disturbed areas
Removal of temporary erosion control measures
Submission of as-built drawings for stormwater management facility
Submission of construction certification for the stormwater management facility
Completion of field-related BMP items
Other -
Comments-



Subdivision Surety: Original \$ \_\_\_\_\_ Current \$ \_\_\_\_\_ Needed \$ \_\_\_\_\_

\*maximum reduction of 80% of original bond amount unless project is to be released

- Calculate Evaluate/Reduce Release

Work to be completed for SUBDIVISION Surety

- Paving of streets
Dedication of streets to Virginia Dept of Transportation (VDOT) Amount Needed \$
Completion of water and sewer systems (JCSA) Amount Needed \$
Completion of water and sewer punchlist items
Submission of as-built drawings for water and sewer systems
Installation of street lights and street signs
Other -
Comments-

INDICATE YOUR APPROVAL BY INITIALING THE APPROPRIATE BLANK:

INSP SUPV CHF ENG WTSHD PLNR ENV DIR RELEASE PROJECT

NARRATIVE SEQUENCE FOR MONTICELLO MARKETPLACE  
STORMWATER MANAGEMENT

July 25, 1997

Main Site

1. Install planned storm pipe from structure 22 near the southeast corner of the Target Store to structure no. 66 just east of the main entrance road. Also, install the 48" outfall pipe from structure 50 to the EG-1A at structure 72.
2. Construct an earthen berm to the contours shown along a line south of the pipe described in the above paragraph. Use material from cut areas of the site north of the pipe. Limit initial clearing to only the areas required to install pipe and earth berm.
3. If the contractor for News Road (Massie) has built up the grade for the roadway to a level to divert flow from the Target Site, then the contours for our berm can tie into the roadway contours. Otherwise, the berm needs to be extended across the existing draw at Target and tie into existing contours beyond the draw.
4. It is recommended that at structures along the storm pipe, a short riser section be installed (4' to 5'), creating small stilling basins at each inlet location. The base riser section should be anchored with a minimum of 2 feet of stone above the floor of the riser. The contractor will need to remove sediment from around the structures prior to sediment reaching the rim of the riser section. *unclear*
5. Clearing and grading could proceed at this point on all the area excluding the five outparcels.
6. This sequence is presented as a means of avoiding running the discharge from the main site through the wetland. Attenuation is to be managed in the VDOT basin across News Road. The earth berm may be removed after curb and gutter and remaining storm structures and pipe have been installed sufficient to divert surface flows of the parking lot into the storm water piping system. Inlet protection of each structure is required as soon as it is built. *stone down*

*what about sed basin - how is it designed*

*" " out parcels - see next page*

THIS WILL BASICALLY BE UNENFORCEABLE AS CONTRACTOR WORK LATER THAN WE DO. I WOULD NOT EXPECT TO SEE NEW 2' BERMS EACH NIGHT.

Outparcel Sites:

1. As the outparcels are cleared from west to east, the contractor is to construct a minimum 2 ft. high earthen dike at the planned toe of fill slope. This dike is to be maintained as the sites are elevated by filling.
2. Each outparcel will have a rip rap overflow release of runoff. The earth dike is sized to withhold more than the 134 cy/acre of storage as required. The parcels are to be graded at 3%. For an average parcel width of 200', the dike would retain 496 cy. The developed area of each parcel is approximately one acre. TEMP. SLOPE DRAINS.
3. The dikes are to be returned along the parcel lines to isolate the runoff within each parcel separately. Since the parcels may be developed separately, the earth dikes are to remain in place after filling the parcels has been completed.
4. The developer of each outparcel will then be responsible for further management of runoff under their own plan. However, the following figures will demonstrate that the five outparcels at full development will be discharging lower flows than pre-developed flows presently coming to the wetland basin.

- a. Predevelopment conditions: (Refer to Exhibit I.) The drainage area from within the area bounded by News Road, Ironbound Road, and Powhatan Parkway, which passes through point "X" on the exhibit, is 31.5 acres - larger than this

Tc (1) 300 ft. overland flow @ 8% gradient	=	19 min
Tc(2) 1400 lf. Channel flow at 2.5 ft./sec	=	<u>9 min</u>
Tc	=	28 min
for a 10 year storm	I	= 3.9 in./hr
Coefficient of runoff	C	= 0.3
Q (predev.) = (0.3)(3.9)(31.5)	=	36.9 cfs

- b. Post developed conditions: (Refer to Exhibit II) The only onsite areas which will contribute to flow past point "X" will be the outparcels and any undisturbed wetlands or existing areas not filled. Flows from all other areas will be piped directly to the VDOT basin.

Area of developed portion of outparcels	=	5.15 Ac
Area of wetlands and other vegetated areas	=	2.72 Ac.
(CA) <sub>1</sub> = 5.15 x 0.82*	=	4.22
(CA) <sub>2</sub> = 2.72 x 0.25	=	<u>0.68</u>
		4.90
*C for pavement & buildings	= 80% x 0.95	= 0.76
C for landscape area	= 20% x 0.30	= <u>0.06</u>
	C	= 0.82

Tc	=	11 min (1300 ft. channel flow @ 2 ft./sec)	
I (10 year)	=	5.9 in./hr	
Q (post dev.)	=	4.90 x 5.9	= 28.9 cfs

FILE: MONT1A.XLS  
 99162-MONTICELLO MARKETPLACE SHOPPING CENTER-140  
 Project: MONTICELLO MARKETPLACE SHOPPING CENTER  
 Location: James City County, Virginia  
 Design: M. Gordon  
 Date: 5/28/97  
 Revision: 9/25/97  
 Yr. Storm: 10 Yr.  
 N Value: 0.013



LANGLEY and McDONALD, P.C.  
 201 Packets Court  
 Williamsburg, Virginia 23185

STORM SEWER DESIGN COMPUTATIONS

FROM PT.	TO PT.	DRAIN. AREA	RUN-OFF COEFF.	C x A INCR.	C x A ACCUM.	INLET TIME	RAIN FALL	RUNOFF "Q"		INVERT ELEV		LENGTH	SLOPE	PIPE DIAM.	VELOCITY	CAPACITY	FLOW TIME	FLOW RATIO	VELOCITY RATIO	REMARKS	
		acres	"C"			min.	in/hr	cfs	cfs	UP	LOW	ft.	ft./ft.	inches	ft./sec.	cfs	min.	Qp/Qf	Vp/Vf		
		[E]	[E]			[E]				[E]	[E]	[E]		[E]							
1	2	0.80	0.90	0.72	0.72	10.00	5.93	4.27	4.27	85.03	84.89	82	0.0017	18	2.42	4.27	0.57	1.00	1.00		
2	3	0.73	0.90	0.66	1.38	10.57	5.83	3.83	8.03	84.64	84.27	145	0.0026	21	3.34	8.03	0.72	1.00	1.00		
3	4	0.70	0.90	0.63	2.01	11.29	5.71	3.60	11.46	84.17	83.80	145	0.0026	24	3.65	11.46	0.66	1.00	1.00		
4	5	0.63	0.90	0.57	2.57	11.95	5.61	3.18	14.43	83.70	83.65	12	0.0041	24	4.59	14.43	0.04	1.00	1.00		
5	6	0.62	0.90	0.56	3.13	12.00	5.60	3.12	17.54	83.55	83.19	110	0.0032	27	4.41	17.54	0.42	1.00	1.00		
6	7	0.47	0.90	0.42	3.56	12.41	5.54	2.34	19.68	83.09	82.61	210	0.0023	30	4.01	19.68	0.87	1.00	1.00		
7	8	0.39	0.90	0.35	3.91	13.28	5.41	1.90	21.11	82.51	82.32	72	0.0027	30	4.30	21.11	0.28	1.00	1.00		
8	10	0.43	0.90	0.39	4.29	13.56	5.37	2.08	23.03	82.22	82.09	106	0.0012	36	3.26	23.03	0.54	1.00	1.00		
9	10	0.50	0.90	0.45	0.45	10.00	5.93	2.67	2.67	88.80	84.35	53	0.0839	15	10.06	18.64	0.09	0.14	0.66		
10	11	0.40	0.90	0.36	5.10	14.11	5.29	1.90	26.99	81.99	81.81	112	0.0016	36	3.82	26.99	0.49	1.00	1.00		
11	13	0.57	0.90	0.51	5.62	14.59	5.22	2.68	29.32	81.71	81.51	102	0.0019	36	4.15	29.32	0.41	1.00	1.00		
12	13	1.03	0.90	0.93	0.93	10.00	5.93	5.50	5.50	83.75	83.21	74	0.0073	15	4.48	5.50	0.28	1.00	1.00		
13	14	0.05	0.90	0.05	6.59	15.00	5.17	0.23	34.04	81.41	81.24	145	0.0011	42	3.54	34.04	0.68	1.00	1.00		
14	15	0.19	0.90	0.17	6.76	15.69	5.08	0.87	34.32	81.14	81.08	53	0.0012	42	3.57	34.32	0.25	1.00	1.00		
15	16	0.10	0.90	0.09	6.85	15.93	5.05	0.45	34.56	80.98	80.85	106	0.0012	42	3.59	34.56	0.49	1.00	1.00		
16	17	1.94	0.90	1.75	8.60	16.43	4.98	8.70	42.84	80.75	80.54	121	0.0018	42	4.45	42.84	0.45	1.00	1.00		
17	18	1.12	0.90	1.01	9.60	16.88	4.93	4.97	47.33	80.44	80.21	102	0.0022	42	4.92	47.33	0.35	1.00	1.00		
18	19	0.36	0.90	0.32	9.93	17.22	4.89	1.58	48.52	80.11	79.95	68	0.0023	42	5.04	48.52	0.22	1.00	1.00		
19	20	0.24	0.90	0.22	10.14	17.45	4.86	1.05	49.30	79.85	76.40	286	0.0121	42	11.03	110.50	0.43	0.45	0.96		
20	21	0.67	0.90	0.60	10.75	17.88	4.81	2.90	51.70	76.30	76.12	68	0.0026	42	5.37	51.70	0.21	1.00	1.00		
21	22	0.17	0.90	0.15	10.90	18.09	4.79	0.73	52.17	76.02	75.86	57	0.0027	42	5.42	52.17	0.18	1.00	1.00		
22	23	0.16	0.90	0.14	11.04	18.27	4.77	0.69	52.64	73.76	71.55	185	0.0120	42	11.20	110.00	0.28	0.48	0.98		
51	52	1.44	0.55	0.79	0.79	16.00	5.04	3.99	3.99	90.75	84.96	68	0.0852	15	11.48	18.78	0.10	0.21	0.75		
52	53	1.32	0.90	1.19	1.98	16.10	5.03	5.97	9.95	84.86	84.70	81	0.0019	24	3.17	9.95	0.43	1.00	1.00		
53	54	0.42	0.90	0.38	2.36	16.52	4.97	1.88	11.72	84.61	84.23	141	0.0027	24	3.73	11.72	0.63	1.00	1.00		
54	56	0.23	0.90	0.21	2.57	17.15	4.90	1.01	12.56	84.13	84.00	42	0.0031	24	4.00	12.56	0.18	1.00	1.00		

FILE: MONT1A.XLS  
 99162-MONTICELLO\_MARKETPLACE\_SHOPPING\_CENTER-141  
 Date: 5/28/97  
 Revision: 9/25/97  
 Yr. Storm: 10 Yr.  
 N Value: 0.013

FROM PT.	TO PT.	DRAIN. AREA	RUN-OFF COEFF.	C x A INCR.	C x A ACCUM.	INLET TIME	RAIN FALL	RUNOFF "Q"		INVERT ELEV		LENGTH	SLOPE	PIPE DIAM.	VELOCITY	CAPACITY	FLOW TIME	FLOW RATIO	VELOCITY RATIO	REMARKS
		acres	"C"			min.	in/hr	cfs	cfs	UP	LOW	ft.	ft./ft.	inches	ft./sec.	cfs	min.	Qp/Qf	Vp/Vf	
55	56	0.10	0.90	0.09	0.09	10.00	5.93	0.53	0.53	90.00	86.00	38	0.1053	15	5.87	20.88	0.11	0.03	0.35	
56	57	0.03	0.90	0.03	2.68	17.33	4.88	0.13	13.08	83.90	83.71	38	0.0050	24	5.69	15.90	0.11	0.82	1.13	ROOF TO MH-1
57	58	0.31	0.90	0.28	2.96	17.44	4.86	1.36	14.40	83.61	83.38	106	0.0022	27	4.21	14.45	0.42	1.00	1.16	
58	71	0.27	0.90	0.24	3.20	17.86	4.81	1.17	15.42	83.28	82.99	116	0.0025	27	3.88	15.42	0.50	1.00	1.00	
71	61	0.17	0.90	0.15	3.36	18.36	4.76	0.73	15.97	82.89	82.78	72	0.0015	30	3.25	15.97	0.37	1.00	1.00	
59	60	0.47	0.90	0.42	0.42	10.00	5.93	2.51	2.51	85.30	81.03	115	0.0371	15	7.43	12.40	0.26	0.20	0.74	
60	61	0.20	0.90	0.18	0.60	10.26	5.88	1.06	3.55	80.03	79.55	158	0.0030	15	2.89	3.55	0.91	1.00	1.00	
61	69	0.17	0.90	0.15	4.11	18.73	4.72	0.72	19.39	79.45	79.25	87	0.0022	30	3.95	19.39	0.37	1.00	1.00	
69	68	0.38	0.90	0.34	4.46	19.09	4.67	1.60	20.83	79.15	78.89	104	0.0026	30	4.24	20.83	0.41	1.00	1.00	
67	68	0.41	0.90	0.37	0.37	10.00	5.93	2.19	2.19	84.71	84.33	81	0.0047	12	3.54	2.43	0.38	0.90	1.15	
68	66	0.28	0.90	0.25	5.08	19.50	4.63	1.17	23.51	78.79	77.31	90	0.0164	30	10.25	52.40	0.15	0.45	0.96	
62	64	0.30	0.90	0.27	0.27	10.00	5.93	1.60	1.60	84.25	83.31	87	0.0108	12	4.46	3.68	0.32	0.44	0.95	
63	64	0.20	0.90	0.18	0.18	10.00	5.93	1.07	1.07	83.41	83.31	34	0.0029	12	2.50	1.93	0.23	0.55	1.02	
64	65	0.18	0.90	0.16	0.61	10.32	5.87	0.95	3.59	83.21	83.13	27	0.0031	15	2.93	3.59	0.15	1.00	1.00	
65	66	0.18	0.90	0.16	0.77	10.48	5.85	0.95	4.53	82.13	80.18	40	0.0487	15	9.97	14.20	0.07	0.32	0.86	
66	46	0.09	0.90	0.08	5.93	19.65	4.62	0.37	27.37	76.00	74.50	336	0.0045	30	5.58	27.37	1.00	1.00	1.00	
44	45	0.07	0.90	0.06	0.06	10.00	5.93	0.37	0.37	81.28	80.04	69	0.0180	12	3.10	4.76	0.37	0.08	0.51	
45	46	0.09	0.90	0.08	0.14	10.37	5.87	0.48	0.84	79.04	76.64	49	0.0490	12	5.90	7.85	0.14	0.11	0.59	
46	47	0.63	0.90	0.57	6.64	20.65	4.51	2.56	29.96	74.40	70.80	106	0.0340	30	14.18	75.48	0.12	0.40	0.92	
26	27	0.17	0.90	0.15	0.15	10.11	5.91	0.90	0.90	85.88	85.14	210	0.0035	12	2.55	2.10	1.37	0.43	0.95	
27	28	0.46	0.90	0.41	0.57	11.48	5.68	2.35	3.22	85.04	84.88	66	0.0025	15	2.62	3.22	0.42	1.00	1.00	
28	29	1.05	0.90	0.95	1.51	11.90	5.61	5.31	8.49	84.78	81.68	178	0.0174	15	6.92	8.49	0.43	1.00	1.00	
29	32	0.30	0.90	0.27	1.78	12.33	5.55	1.50	9.89	81.58	81.02	63	0.0089	18	5.59	9.89	0.19	1.00	1.00	
30	31	0.04	0.90	0.04	0.04	5.00	6.96	0.25	0.25	84.59	81.70	192	0.0150	12	2.55	4.35	1.26	0.06	0.46	
31	32	0.22	0.90	0.20	0.23	12.52	5.52	1.09	1.29	81.60	81.03	179	0.0032	12	2.70	2.00	1.10	0.65	1.06	
32	38	0.16	0.90	0.14	2.16	13.62	5.36	0.77	11.57	80.92	80.66	49	0.0054	21	4.81	11.57	0.17	1.00	1.00	
33	34	0.17	0.90	0.15	0.15	10.00	5.93	0.91	0.91	83.84	83.51	60	0.0055	12	2.95	2.62	0.34	0.35	0.88	
34	35	0.29	0.90	0.26	0.41	10.34	5.87	1.53	2.43	83.41	83.11	60	0.0050	12	3.68	2.50	0.27	0.97	1.16	
35	38	0.27	0.90	0.24	0.66	10.61	5.82	1.42	3.83	83.01	82.32	60	0.0116	12	4.87	3.83	0.21	1.00	1.00	
36	37	0.25	0.90	0.23	0.88	10.82	5.79	1.30	5.11	82.22	81.88	51	0.0065	15	4.91	5.20	0.17	0.98	1.16	
37	38	0.36	0.90	0.32	1.21	10.99	5.76	1.87	6.95	81.78	81.43	30	0.0117	15	5.66	6.95	0.09	1.00	1.00	
38	39	0.28	0.90	0.25	3.62	13.79	5.33	1.34	19.30	80.56	78.57	98	0.0203	27	10.54	44.00	0.15	0.44	0.95	

FILE: MONT1A.XLS  
 99162-MONTICELLO\_MARKETPLACE\_SHOPPING\_CENTER-142  
 Date: 5/28/97  
 Revision: 9/25/97  
 Yr. Storm: 10 Yr.  
 N Value: 0.013

FROM PT.	TO PT.	DRAIN. AREA	RUN-OFF COEFF.	C x A INCR.	C x A ACCUM.	INLET TIME	RAIN FALL	RUNOFF "Q"		INVERT ELEV		LENGTH	SLOPE	PIPE DIAM.	VELOCITY	CAPACITY	FLOW TIME	FLOW RATIO	VELOCITY RATIO	REMARKS
		acres	"C"			min.	in/hr	cfs	cfs	UP	LOW	ft.	ft./ft.	inches	ft./sec.	cfs	min.	Qp/Qf	Vp/Vf	
		[E]	[E]			[E]				[E]	[E]	[E]		[E]						
39	40	0.24	0.90	0.22	3.83	13.94	5.31	1.15	20.36	78.47	78.38	20	0.0043	27	5.12	20.36	0.07	1.00	1.00	
40	43	0.16	0.90	0.14	3.98	14.01	5.30	0.76	21.09	78.28	76.18	100	0.0211	30	10.78	59.45	0.15	0.35	0.89	
41	42	1.27	0.90	1.14	1.14	10.00	5.93	6.78	6.78	78.00	77.08	34	0.0271	15	9.13	10.60	0.06	0.64	1.06	
42	43	0.47	0.90	0.42	1.57	10.06	5.92	2.50	9.27	76.98	76.87	32	0.0034	21	3.85	9.27	0.14	1.00	1.00	
43	47	0.34	0.90	0.31	5.85	14.16	5.28	1.62	30.89	76.08	73.87	69	0.0319	30	14.08	73.15	0.08	0.42	0.95	
47	48	0.70	0.90	0.63	13.12	20.78	4.50	2.83	59.03	70.30	70.24	8	0.0078	36	8.35	59.03	0.02	1.00	1.00	
48	49	0.89	0.90	0.80	13.92	20.79	4.50	3.60	62.61	69.74	69.34	102	0.0039	42	6.51	62.61	0.26	1.00	1.00	
25	49	0.44	0.90	0.40	0.40	10.00	5.93	2.35	2.35	77.87	77.19	38	0.0180	12	6.02	4.76	0.11	0.49	0.99	
49	24	0.67	0.90	0.60	14.92	21.06	4.47	2.70	66.72	69.24	68.80	100	0.0044	42	6.93	66.72	0.24	1.00	1.00	
24	23	0.67	0.90	0.60	15.53	21.30	4.45	2.68	69.04	68.70	68.04	140	0.0047	42	7.18	69.04	0.33	1.00	1.00	
23	5-5	0.28	0.90	0.25	26.82	21.62	4.42	1.11	118.42	63.50	62.96	80	0.0068	48	9.42	118.42	0.14	1.00	1.00	SITE PIPE TO VDOT STRUCTURE 5-5
5-3	5-5	0.20	0.90	0.18	0.18	5.00	7.20	1.30	1.30	78.37	78.03	105	0.0032	15	2.65	3.66	0.66	0.35	0.89	PIPE FROM VDOT CALCS
5-5	5-6	MH-1	0.90	0.00	27.00	21.62	4.42	0.00	119.22	62.86	62.58	76	0.0037	54	7.50	119.22	0.17	1.00	1.00	DEL. VDOT 36" RCP FOR 54" RCP
5-2	5-6	0.32	0.90	0.29	2.14	9.83	6.22	1.79	13.22	77.85	76.00	265	0.0070	21	5.50	13.22	0.80	1.00	1.00	PIPE FROM VDOT CALCS
5-6	5-12	0.25	0.90	0.23	27.41	21.79	4.40	0.99	120.56	62.48	62.31	44	0.0038	54	7.58	120.56	0.10	1.00	1.00	NEW 54" OUTFALL - DEL. VDOT 36" RCP

29-Sep-97

LANGLEY and McDONALD, P.C.  
 201 Packets Court  
 Williamsburg, Virginia 23185

Project: MONTICELLO MARKETPLACE  
 Location: James City County, Virginia

HYDRAULIC GRADE LINE CALCULATIONS

1. Enter Tailwater Elev.(ft) ? 65.90 (0.8 DIA. <sup>54"</sup>42" PIPE)

2. Enter "N" value for pipe? 0.013

3. Enter the following data: [E]

90 deg K=0.70      40 deg K=0.38  
 80 deg K=0.66      30 deg K=0.28  
 70 deg K=0.61      25 deg K=0.22  
 60 deg K=0.55      20 deg K=0.16  
 50 deg K=0.47      15 deg K=0.10

FROM PT.	TO PT.	Q OUT (cfs)	PIPE DIA.	L OUT (ft.)	FRICTION SLOPE	DNSTREAM INVERT	V OUT (FPS)	M.H.	INLET SHAPE	Q IN (cfs)	PIPE DIA.	ANGLE "K"	V IN (fps)	F.L.E.	H.G.E.	HF	HO	HI	HD	HT	.3HT	.5HT	H
[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]	[E]
74	1	0.31	6	32	0.0031	86.30	1.58	N	Y	0.00	0	0.00	0.00	87.10	87.10	0.10	0.01	0.00	0.00	0.01	0.00	0.00	0.10
1	2	4.27	18	82	0.0017	84.89	2.42	Y	Y	0.31	6	0.70	1.58	90.00	87.01	0.13	0.02	0.01	0.03	0.06	0.06	0.03	0.17
2	3	8.03	21	145	0.0026	84.27	3.34	N	Y	4.27	18	0.00	2.42	88.56	86.84	0.37	0.04	0.03	0.00	0.07	0.02	0.01	0.38
3	4	11.46	24	145	0.0026	83.80	3.65	Y	Y	8.03	21	0.10	3.34	91.00	86.46	0.37	0.05	0.06	0.02	0.13	0.13	0.06	0.43
4	5	14.43	24	12	0.0041	83.65	4.59	N	Y	11.46	24	0.00	3.65	88.10	86.02	0.05	0.08	0.07	0.00	0.15	0.05	0.02	0.07
5	6	17.54	27	110	0.0032	83.19	4.41	N	Y	14.43	24	0.00	4.59	88.15	85.95	0.35	0.08	0.11	0.00	0.19	0.06	0.03	0.38
6	7	19.68	30	210	0.0023	82.61	4.01	N	Y	17.54	27	0.10	4.41	88.70	85.57	0.48	0.06	0.11	0.03	0.20	0.06	0.03	0.51
7	8	21.11	30	72	0.0027	82.32	4.30	N	Y	19.68	30	0.10	4.01	87.55	85.06	0.19	0.07	0.09	0.02	0.18	0.06	0.03	0.22
8	10	23.03	36	106	0.0012	82.09	3.26	N	Y	21.11	30	0.40	4.30	87.31	84.84	0.13	0.04	0.10	0.11	0.26	0.08	0.04	0.16
10	11	26.99	36	112	0.0016	81.81	3.82	N	Y	23.03	36	0.55	3.26	87.88	84.68	0.18	0.06	0.06	0.09	0.20	0.06	0.03	0.21
11	13	29.32	36	102	0.0019	81.51	4.15	N	Y	26.99	36	0.66	3.82	87.50	84.47	0.20	0.07	0.08	0.15	0.30	0.09	0.04	0.24
13	14	34.04	42	145	0.0011	81.24	3.54	N	Y	29.32	36	0.00	4.15	88.17	84.23	0.17	0.05	0.09	0.00	0.14	0.04	0.02	0.19
14	15	34.32	42	53	0.0012	81.08	3.57	N	Y	34.04	42	0.28	3.54	86.25	83.97	0.06	0.05	0.07	0.05	0.17	0.05	0.03	0.09
15	16	34.56	42	106	0.0012	80.85	3.59	Y	Y	34.32	42	0.10	3.57	88.00	83.84	0.12	0.05	0.07	0.02	0.14	0.14	0.07	0.19
16	17	42.84	42	121	0.0018	80.54	4.45	N	Y	34.56	42	0.00	3.59	87.57	83.58	0.22	0.08	0.07	0.00	0.15	0.04	0.02	0.24
17	18	47.33	42	102	0.0022	80.21	4.92	Y	Y	42.84	42	0.00	4.45	88.30	83.34	0.22	0.09	0.11	0.00	0.20	0.20	0.10	0.33
18	19	48.52	42	68	0.0023	79.95	5.04	N	Y	47.33	42	0.38	4.92	87.04	82.96	0.16	0.10	0.13	0.14	0.37	0.11	0.06	0.21
19	20	49.30	42	286	0.0024	76.40	5.12	N	Y	48.52	42	0.47	5.04	86.42	79.95	0.68	0.10	0.14	0.19	0.43	0.13	0.06	0.75
20	21	51.70	42	68	0.0026	76.12	5.37	N	Y	49.30	42	0.10	5.12	83.29	79.14	0.18	0.11	0.14	0.04	0.30	0.09	0.04	0.22
21	22	52.17	42	57	0.0027	75.86	5.42	N	Y	51.70	42	0.47	5.37	82.03	78.88	0.15	0.11	0.16	0.21	0.48	0.14	0.07	0.28
22	23	52.64	42	185	0.0027	71.55	5.47	N	Y	52.17	42	0.47	5.42	85.38	74.93	0.50	0.12	0.16	0.21	0.49	0.15	0.07	0.85
23	5-5	118.42	48	80	0.0068	62.96	9.42	N	Y	52.64	42	0.28	5.47	84.24	67.59	0.54	0.34	0.16	0.13	0.64	0.19	0.10	0.84
5-5	5-6	119.22	54	76	0.0037	62.58	7.50	Y	Y	118.42	48	0.00	9.42	81.23	66.96	0.28	0.22	0.48	0.00	0.70	0.70	0.35	0.83
5-6	5-12	120.56	54	44	0.0038	62.30	7.58	Y	Y	119.22	54	0.00	7.50	79.90	66.33	0.16	0.22	0.31	0.00	0.53	0.53	0.26	0.43

29-Sep-97

FROM PT.	TO PT.	Q OUT (cfs)	PIPE DIA.	L OUT (ft.)	FRICTION SLOPE	DNSTREAM INVERT	V OUT (FPS)	M.H.	INLET SHAPE	Q IN (cfs)	PIPE DIA.	ANGLE "K"	V IN (fps)	F.L.E.	H.G.E.	HF	HO	HI	HD	HT	.3HT	.5HT	H
[E]	[E]	[E]	[E]	[E]		[E]		[E]	[E]			[E]		[E]									
51	52	3.99	15	68	0.0038	84.96	3.25	N	Y	0.00	0	0.00	0.00	94.75	86.74	0.26	0.04	0.00	0.00	0.04	0.01	0.01	0.27
52	53	9.95	24	81	0.0019	84.70	3.17	N	Y	3.99	15	0.16	3.25	88.57	86.48	0.16	0.04	0.06	0.03	0.12	0.04	0.02	0.18
53	54	11.72	24	141	0.0027	84.23	3.73	N	Y	9.95	24	0.43	3.17	90.14	86.27	0.38	0.05	0.05	0.07	0.18	0.05	0.03	0.41
54	56	12.56	24	42	0.0031	84.00	4.00	N	Y	11.72	24	0.33	3.73	89.64	85.86	0.13	0.06	0.08	0.07	0.21	0.06	0.03	0.16
56	57	13.08	24	38	0.0034	83.71	4.16	Y	Y	12.56	24	0.00	4.00	90.05	85.70	0.13	0.07	0.09	0.00	0.15	0.15	0.08	0.20
57	58	14.40	27	106	0.0022	83.38	3.62	N	Y	13.08	24	0.38	4.16	89.24	85.50	0.23	0.05	0.09	0.10	0.25	0.07	0.04	0.27
58	71	15.42	27	116	0.0025	82.99	3.88	N	Y	14.40	27	0.10	3.62	89.95	85.23	0.29	0.06	0.07	0.02	0.15	0.05	0.02	0.31
71	61	15.97	30	72	0.0015	82.78	3.25	N	Y	15.42	27	0.28	3.88	89.56	84.92	0.11	0.04	0.08	0.07	0.19	0.06	0.03	0.14
61	69	19.39	30	87	0.0022	79.25	3.95	N	Y	15.97	30	0.51	3.25	89.34	81.48	0.20	0.06	0.06	0.08	0.20	0.06	0.03	0.23
69	68	20.83	30	104	0.0026	78.89	4.24	N	Y	19.39	30	0.51	3.95	86.00	81.20	0.27	0.07	0.08	0.12	0.28	0.08	0.04	0.31
68	66	23.51	30	90	0.0033	77.31	4.79	N	Y	20.83	30	0.51	4.24	87.50	79.66	0.30	0.09	0.10	0.14	0.33	0.10	0.05	0.35
66	46	27.37	30	336	0.0045	74.50	5.58	N	Y	23.51	30	0.51	4.79	86.00	78.06	1.50	0.12	0.12	0.18	0.43	0.13	0.06	1.56
46	47	29.96	30	106	0.0054	70.80	6.10	N	Y	27.37	30	0.51	5.58	82.04	73.57	0.57	0.14	0.17	0.25	0.56	0.17	0.08	0.65
47	48	59.03	36	8	0.0078	70.24	8.35	N	Y	29.96	30	0.51	6.10	78.54	72.92	0.06	0.27	0.20	0.30	0.77	0.23	0.12	0.18
48	49	62.61	42	102	0.0039	69.34	6.51	N	Y	59.03	36	0.51	8.35	78.73	72.74	0.40	0.16	0.38	0.55	1.10	0.33	0.16	0.56
49	24	66.72	42	100	0.0044	68.80	6.93	N	Y	62.61	42	0.51	6.51	79.36	72.18	0.44	0.19	0.23	0.34	0.75	0.23	0.11	0.55
24	23	69.04	42	140	0.0047	68.04	7.18	N	Y	66.72	42	0.51	6.93	81.95	71.63	0.66	0.20	0.26	0.38	0.84	0.25	0.13	0.79
59	60	2.51	15	115	0.0015	81.03	2.05	N	Y	1.44	6	0.70	7.33	88.30	82.34	0.17	0.02	0.29	0.58	0.89	0.27	0.13	0.31
60	61	3.55	15	158	0.0030	79.55	2.89	N	Y	2.51	15	0.70	2.05	84.45	81.97	0.48	0.03	0.02	0.05	0.10	0.03	0.02	0.50
55	56	0.53	15	38	0.0001	86.00	0.43	N	Y	0.00	0	0.00	0.00	93.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
67	68	2.19	12	81	0.0038	84.33	2.79	N	Y	0.00	0	0.00	0.00	87.71	85.44	0.31	0.03	0.00	0.00	0.03	0.01	0.00	0.31
63	64	1.07	12	34	0.0009	83.31	1.36	N	Y	0.00	0	0.00	0.00	86.83	84.25	0.03	0.01	0.00	0.00	0.01	0.00	0.00	0.03
64	65	3.60	15	27	0.0031	83.13	2.93	N	Y	1.07	12	0.33	1.36	86.83	84.22	0.08	0.03	0.01	0.01	0.05	0.02	0.01	0.09
65	66	4.54	15	40	0.0050	82.58	3.70	N	Y	3.60	15	0.28	2.93	86.76	83.80	0.20	0.05	0.05	0.04	0.14	0.04	0.02	0.22
62	64	1.60	12	87	0.0020	83.31	2.04	N	Y	0.00	0	0.00	0.00	87.67	84.40	0.18	0.02	0.00	0.00	0.02	0.00	0.00	0.18
44	45	0.37	12	69	0.0001	80.04	0.47	N	Y	0.00	0	0.00	0.00	84.45	80.85	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.01
45	46	0.84	12	49	0.0006	78.87	1.07	N	Y	0.37	12	0.66	0.47	83.21	79.70	0.03	0.00	0.00	0.00	0.01	0.00	0.00	0.03
46	47	4.15	15	106	0.0042	75.12	3.38	N	Y	0.84	12	0.61	1.07	83.00	76.57	0.44	0.04	0.01	0.01	0.06	0.02	0.01	0.45
26	27	0.90	12	210	0.0006	85.14	1.15	N	Y	0.00	0	0.00	0.00	89.05	86.55	0.14	0.01	0.00	0.00	0.01	0.00	0.00	0.14
27	28	3.22	15	66	0.0025	84.88	2.62	N	Y	0.90	12	0.70	1.15	88.87	86.42	0.17	0.03	0.01	0.01	0.05	0.01	0.01	0.17
28	29	8.49	15	178	0.0174	81.68	6.92	N	Y	3.22	15	0.61	2.62	87.30	86.24	3.10	0.19	0.04	0.07	0.29	0.09	0.04	3.14
29	32	9.89	18	63	0.0089	81.02	5.60	N	Y	8.49	15	0.66	6.92	87.07	83.10	0.56	0.12	0.26	0.49	0.87	0.26	0.13	0.69
32	38	11.57	21	49	0.0054	80.66	4.81	N	Y	9.89	18	0.66	5.60	86.06	82.41	0.26	0.09	0.17	0.32	0.58	0.17	0.09	0.35
38	39	19.30	27	98	0.0039	78.57	4.85	N	Y	11.57	21	0.58	4.81	85.02	80.82	0.38	0.09	0.13	0.21	0.43	0.13	0.06	0.45
39	40	20.36	27	20	0.0043	78.38	5.12	N	Y	19.30	27	0.38	4.85	82.99	80.32	0.09	0.10	0.13	0.14	0.37	0.11	0.06	0.14
40	43	21.09	30	100	0.0027	76.18	4.30	N	Y	20.36	27	0.38	5.12	82.92	78.50	0.27	0.07	0.14	0.15	0.37	0.11	0.06	0.32
43	47	30.89	30	69	0.0057	73.87	6.29	N	Y	21.09	30	0.42	4.30	80.85	76.32	0.39	0.15	0.10	0.12	0.37	0.11	0.06	0.45

29-Sep-97

FROM PT.	TO PT.	Q OUT (cfs)	PIPE DIA.	L OUT (ft.)	FRICITION SLOPE	DNSTREAM INVERT	V OUT (FPS)	M.H.	INLET SHAPE	Q IN (cfs)	PIPE DIA.	ANGLE "K"	V IN (fps)	F.L.E.	H.G.E.	HF	HO	HI	HD	HT	.3HT	.5HT	H
[E]	[E]	[E]	[E]	[E]		[E]		[E]	[E]			[E]		[E]									
33	34	0.91	12	60	0.0007	83.51	1.16	N	Y	0.00	0	0.00	0.00	87.01	84.35	0.04	0.01	0.00	0.00	0.01	0.00	0.00	0.04
34	35	2.43	12	60	0.0047	83.11	3.09	N	Y	0.91	12	0.00	1.16	86.70	84.25	0.28	0.04	0.01	0.00	0.04	0.01	0.01	0.29
35	36	3.83	12	60	0.0117	82.32	4.88	N	Y	2.43	12	0.00	3.09	86.28	83.96	0.70	0.09	0.05	0.00	0.14	0.04	0.02	0.72
36	37	5.11	15	51	0.0063	81.88	4.16	N	Y	3.83	12	0.10	4.88	85.79	83.24	0.32	0.07	0.13	0.04	0.23	0.07	0.04	0.36
37	38	6.95	15	30	0.0117	81.43	5.66	N	Y	5.11	15	0.63	4.16	85.30	82.84	0.35	0.12	0.09	0.17	0.39	0.12	0.06	0.41
41	42	41.71	36	8	0.0039	73.34	5.90	N	Y	30.89	30	0.70	6.29	78.54	77.01	0.03	0.14	0.22	0.43	0.78	0.23	0.12	0.15
42	43	46.33	36	102	0.0048	72.75	6.55	N	Y	41.71	36	0.00	5.90	78.73	76.87	0.49	0.17	0.19	0.00	0.36	0.11	0.05	0.55
25	49	2.35	12	38	0.0044	77.19	2.99	N	Y	0.00	0	0.00	0.00	81.04	78.16	0.17	0.03	0.00	0.00	0.03	0.01	0.01	0.17

FIVE 96046-1



# Langley and McDonald, P.C.

Engineers  
Surveyors  
Planners  
Landscape Architects  
Environmental Consultants

## FAX TRANSMITTAL COVER SHEET

PLEASE DELIVER THE FOLLOWING MATERIAL AS SOON AS POSSIBLE

TO: Darryl Cook TELECOPIER NUMBER: 253-6663

FROM: Doug White NUMBER OF PAGES: 3 (INCLUDING COVER SHEET)

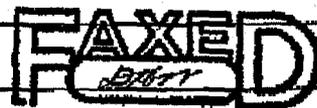
IF NOT RECEIVED PROPERLY, PLEASE NOTIFY US IMMEDIATELY BY CALLING: (757) 253-2975

JOB NUMBER: 96046-7 DATE SENT: 9/10/97

IF YOU WISH TO RESPOND BY FAX, OUR FAX NUMBER IS: (757) 229-0049

SPECIAL MESSAGE:

See attached



Copy: Mr. Jim Bresack - 1-804-330-8924  
Mr. Russell Harrison - 1-804-897-2322  
Mr. Gary Massie - 0675

**NARRATIVE SEQUENCE FOR MONTICELLO MARKETPLACE  
STORM WATER MANAGEMENT AND SITE CONSTRUCTION  
REVISED SEPTEMBER 10, 1997**

**OFF-SITE**

The V.D.O.T. sediment basin "D", which has been designed to service the Monticello marketplace project, needs to be in place prior to the start of on-site construction.

**MAIN SITE**

1. Construct earthen berm to the contours shown along a line south and west of the main parking lot. Material for the berm is to be taken from the open field area north of the berm and from the rear and west side of Target site (open field areas only). Install temporary gravel release structures in berm to allow release of storm water prior to installation of storm pipe. Initial clearing will be permitted only to allow for construction of berm and pipes.
2. Install planned storm pipe from structure No. 22 near the southeast corner of Target's store to structure No. 66 just east of the main entrance road. Install 48-inch outfall pipe to VDOT sediment basin across News Road. Following installation of berm, structures 22 and 23 and their connecting pipe, and the 48"/54" outfall pipe to the V.D.O.T. sediment basin, the narrow line of trees running through Target's site may be cleared to allow installation of Target Store building pad from material from open field areas where grade needs to be lowered.
3. Clearing of main site (exclusive of outparcels) may begin following installation of berm provided that at least 100 feet of woodlands north of berm must be left in place until storm management pipe has been installed adjacent to berm.
4. Remainder of clearing and grading north of the berm may proceed once storm management pipe has been installed.

**OUTPARCEL SITES**

1. Outparcels are to be cleared from west to east. As clearing proceeds, contractor is to construct an earth dike with minimum height of two feet at the planned toe of fill slope.
2. Each outparcel will have a gravel outlet structure initially. Temporary slope drains are to be added to each parcel as the parcels are graded up. The earth dike is to be kept 2 feet higher than the low end of the parcels so as to create required 134 c.y./acre storage.

3. The dikes are to be returned along the parcel lines to isolate run-off within each parcel separately. Since the parcels may be developed separately, the dikes are to remain in place after filling the parcels has been completed.
4. The developer of each outparcel will then be responsible for further storm water management within their own site plan.

Rectangular Channel Analysis & Design  
Open Channel - Uniform flow

Worksheet Name: MONTICELLO MARKETPLA

Comment: PREDEVELOPMENT CONDITION - ~~UPSTREAM~~ OF ENTR. CULVERT

Solve For Depth

Given Input Data:

Bottom Width.....	4.00 ft
Manning's n.....	0.030
Channel Slope....	0.0160 ft/ft
Discharge.....	35.26 cfs

Computed Results:

Depth.....	1.54 ft
Velocity.....	5.71 fps
Flow Area.....	6.17 sf
Flow Top Width...	4.00 ft
Wetted Perimeter.	7.09 ft
Critical Depth...	1.34 ft
Critical Slope...	0.0236 ft/ft
Froude Number....	0.81 (flow is Subcritical)

Rectangular Channel Analysis & Design  
Open Channel - Uniform flow

Worksheet Name: MONTICELLO MARKETPLA

Comment: POSTDEVELOPMENT CONDITION - UPSTREAM OF ENTR. CULVERT

Solve For Depth

Given Input Data:

Bottom Width.....	4.00 ft
Manning's n.....	0.030
Channel Slope....	0.0160 ft/ft
Discharge.....	11.70 cfs

Computed Results:

Depth.....	0.72 ft
Velocity.....	4.09 fps
Flow Area.....	2.86 sf
Flow Top Width...	4.00 ft
Wetted Perimeter.	5.43 ft
Critical Depth...	0.64 ft
Critical Slope...	0.0221 ft/ft
Froude Number....	0.85 (flow is Subcritical)

Rectangular Channel Analysis & Design  
Open Channel - Uniform flow

Worksheet Name: MONTICELLO MKTPLACE

Comment: PREDEVELOPMENT - DOWNSTREAM OF ENTRANCE CULVERT

Solve For Depth

Given Input Data:

Bottom Width.....	4.00 ft
Manning's n.....	0.030
Channel Slope....	0.0160 ft/ft
Discharge.....	35.73 cfs

Computed Results:

Depth.....	1.56 ft
Velocity.....	5.73 fps
Flow Area.....	6.23 sf
Flow Top Width...	4.00 ft
Wetted Perimeter.	7.12 ft
Critical Depth...	1.35 ft
Critical Slope...	0.0236 ft/ft
Froude Number....	0.81 (flow is Subcritical)

Rectangular Channel Analysis & Design  
Open Channel - Uniform flow

Worksheet Name: MONTICELLO MKTPLACE

Comment: POSTDEVELOPMENT - DOWNSTREAM OF ENTR. CULVERT

Solve For Depth

Given Input Data:

Bottom Width.....	4.00 ft
Manning's n.....	0.030
Channel Slope....	0.0160 ft/ft
Discharge.....	18.78 cfs

Computed Results:

Depth.....	0.99 ft
Velocity.....	4.75 fps
Flow Area.....	3.95 sf
Flow Top Width...	4.00 ft
Wetted Perimeter.	5.97 ft
Critical Depth...	0.88 ft
Critical Slope...	0.0223 ft/ft
Froude Number....	0.84 (flow is Subcritical)

**Culvert Designer/Analyzer Report**  
**WETLANDS - POSTDEV. UPSTREAM OF ENTRANCE**

Analysis Component			
Storm Event	Design	Discharge	12.09 cfs

Peak Discharge Method: Rational			
Design Return Period	2 year	Check Return Period	10 year
Design Peak Discharge	12.09 cfs	Check Peak Discharge	15.62 cfs
Total Area	4.10 acres	Time of Concentration	10.00 min

Sub-watershed	Area (acres)	C
1	2.40	0.90
2	1.70	0.25

Tailwater Conditions: Constant Tailwater	
Tailwater Elevation	N/A ft

Name	Description	Discharge	HW Elev	Velocity
Culvert-1	1-24 inch Circular	12.09 cfs	72.05 ft	6.74 ft/s
Weir	Not Considered	N/A	N/A	N/A

## Culvert Designer/Analyzer Report

### WETLANDS - POSTDEV. UPSTREAM OF ENTRANCE

Component: Culvert-1

Culvert Summary <span style="float: right;">242.</span>			
Computed Headwater Elevation	72.05 ft	Discharge	12.09 cfs
Inlet Control HW Elev	71.92 ft	Tailwater Elevation	N/A ft
Outlet Control HW Elev	72.05 ft	Control Type	Outlet Control
Headwater Depth/ Height	1.02		
Grades			
Upstream Invert	70.00 ft	Downstream Invert	69.10 ft
Length	112.00 ft	Constructed Slope	0.008036 ft/ft
Hydraulic Profile			
Profile	S2	Depth, Downstream	1.11 ft
Slope Type	Steep	Normal Depth	1.11 ft
Flow Regime	Supercritical	Critical Depth	1.25 ft
Velocity Downstream	6.74 ft/s	Critical Slope	0.005604 ft/ft
Section			
Section Shape	Circular	Mannings Coefficient	0.013
Section Material	Concrete	Span	2.00 ft
Section Size	24 inch	Rise	2.00 ft
Number Sections	1		
Outlet Control Properties			
Outlet Control HW Elev	72.05 ft	Upstream Velocity Head	0.53 ft
Ke	0.50	Entrance Loss	0.27 ft
Inlet Control Properties			
Inlet Control HW Elev	71.92 ft	Flow Control	Unsubmerged
Inlet Type	End-Section Conforming to fill slope	Area Full	3.1 ft <sup>2</sup>
K	0.00980	HDS 5 Chart	1
M	2.00000	HDS 5 Scale	1
C	0.03980	Equation Form	1
Y	0.67000		

**Culvert Designer/Analyzer Report**  
**WETLANDS - POSTDEV. UPSTREAM OF ENTRANCE**

Analysis Component			
Storm Event	Check	Discharge	15.62 cfs

Peak Discharge Method: Rational			
Design Return Period	2 year	Check Return Period	10 year
Design Peak Discharge	12.09 cfs	Check Peak Discharge	15.62 cfs
Total Area	4.10 acres	Time of Concentration	10.00 min

Sub-watershed	Area (acres)	C
1	2.40	0.90
2	1.70	0.25

Tailwater Conditions: Constant Tailwater	
Tailwater Elevation	N/A ft

Name	Description	Discharge	HW Elev	Velocity
Culvert-1	1-24 inch Circular	15.62 cfs	72.42 ft	7.12 ft/s
Weir	Not Considered	N/A	N/A	N/A

## Culvert Designer/Analyzer Report

### WETLANDS - POSTDEV. UPSTREAM OF ENTRANCE

Component: Culvert-1 1042.

Culvert Summary			
Computed Headwater Elevation	72.42 ft	Discharge	15.62 cfs
Inlet Control HW Elev	72.32 ft	Tailwater Elevation	N/A ft
Outlet Control HW Elev	72.42 ft	Control Type	Outlet Control
Headwater Depth/ Height	1.21		
Grades			
Upstream Invert	70.00 ft	Downstream Invert	69.10 ft
Length	112.00 ft	Constructed Slope	0.008036 ft/ft
Hydraulic Profile			
Profile	S2	Depth, Downstream	1.32 ft
Slope Type	Steep	Normal Depth	1.32 ft
Flow Regime	Supercritical	Critical Depth	1.43 ft
Velocity Downstream	7.12 ft/s	Critical Slope	0.006498 ft/ft
Section			
Section Shape	Circular	Mannings Coefficient	0.013
Section Material	Concrete	Span	2.00 ft
Section Size	24 inch	Rise	2.00 ft
Number Sections	1		
Outlet Control Properties			
Outlet Control HW Elev	72.42 ft	Upstream Velocity Head	0.66 ft
Ke	0.50	Entrance Loss	0.33 ft
Inlet Control Properties			
Inlet Control HW Elev	72.32 ft	Flow Control	Transition
Inlet Type	End-Section Conforming to fill slope	Area Full	3.1 ft <sup>2</sup>
K	0.00980	HDS 5 Chart	1
M	2.00000	HDS 5 Scale	1
C	0.03980	Equation Form	1
Y	0.67000		

## Culvert Designer/Analyzer Report WETLANDS - PREDEVELOPMENT

DOWNSTREAM OF ENTRANCE

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**Analysis Component**


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Storm Event	Design	Discharge	35.73 cfs
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**Peak Discharge Method: Rational**


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Design Return Period	2 year	Check Return Period	10 year
Design Peak Discharge	35.73 cfs	Check Peak Discharge	50.72 cfs
Total Area	71.40 acres	Time of Concentration	52.00 min

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Sub-watershed	Area (acres)	C
1	8.50	0.30
2	5.50	0.40
3	10.50	0.25
4	18.00	0.25
5	21.55	0.25
6	6.10	0.25
7	1.25	0.30

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**Tailwater Conditions: Constant Tailwater**


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Tailwater Elevation	N/A ft
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Name	Description	Discharge	HW Elev	Velocity
Culvert-1	1-24 inch Circular	35.73 cfs	76.88 ft	11.51 ft/s
Weir	Not Considered	N/A	N/A	N/A

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## Culvert Designer/Analyzer Report WETLANDS - POSTDEVELOPMENT

DOWNSTREAM OF ENTRANCE

Analysis Component			
Storm Event	Check	Discharge	24.69 cfs

Peak Discharge Method: Rational			
Design Return Period	2 year	Check Return Period	10 year
Design Peak Discharge	18.68 cfs	Check Peak Discharge	24.69 cfs
Total Area	6.88 acres	Time of Concentration	15.00 min

Sub-watershed	Area (acres)	C
1	2.40	0.90
2	1.70	0.25
3	2.20	0.90
4	0.58	0.25

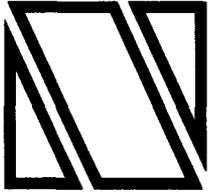
Tailwater Conditions: Constant Tailwater	
Tailwater Elevation	N/A ft

Name	Description	Discharge	HW Elev	Velocity
Culvert-1	1-24 inch Circular	24.69 cfs	73.79 ft	8.45 ft/s
Weir	Not Considered	N/A	N/A	N/A

12.19.97

To: DOUG WHITE 757.229.0049  
 From: LEE MALLOREE

	<u>PRE</u>	<u>POST</u>
WATERFILLED @ CULVERT	71.40 AC.	6.88 AC.
Q @ CULVERT (2YR)	32.89 CFS	12.09 CFS
4' CHANNEL @ VELOCITY @ CULVERT (2YR)	5.71 FPS	4.09 FPS
MS. 19 (2YR FOR 1 <sup>ST</sup> 100FT BELOW CULVERT)	35.73 CFS	18.68 CF
MS. 19 VELOCITY (2YR)	5.73 FPS	4.75 FPS



# S.L. NUSBAUM Realty Co.

9211 Forest Hill Avenue, Suite 110 • Richmond, Virginia 23235 • (804) 320-7600 • FAX (804) 320-8924

January 15, 1998



Mr. Darryl Cook  
 Environmental Department  
 James City County  
 101-E Mounts Bay Road  
 Williamsburg, Virginia 23187-8784

Re: Monticello Marketplace

Dear Darryl,

I appreciate the time you afforded Doug White, Mike Gordon and me to review the referenced project this past week and, more specifically, the wetlands area and channel matter. Accordingly, the following summarizes our discussions and how we are to proceed with the handling of the wetlands area:

1. **Site Plan** - As an alternative to what is presently set forth on the engineered site plan from Langley and McDonald which has been reviewed and approved by you, the ponding of water in the channel area of the wetlands east of the main entrance to the Center and the junction box installation will be postponed and possibly eliminated per the information that Langley and McDonald provided you and our on-site discussions. As an interim measure, we will monitor the channel area for erosion and implement measures to address any problems that may occur during the next few months of construction with your approval. This may involve some placement of fabric and plantings in the channel area.
2. **Out Parcel Development** - Regarding the status of the five (5) out parcels vary, and, at this time, the two (2) parcels adjacent the main entrance have commitments, while two (2) others are in final negotiations. The parcel closest to Target is still being marketed. A couple of the out parcels will be used for stockpiling purposes for sitework construction and then will ultimately be graded and seeded until sitework begins on the individual tracts. At this time, site plans have not been filed with the County on any of the out parcel developments nor have we reviewed any proposed plans except on a very conceptual basis. Accordingly, we will focus on the individual out parcel site plans in terms of erosion control measures to make sure that any runoff into the wetlands area is kept at a minimum level of flow to prevent any erosion, etc. There should be ample area along the out parcels in the vicinity of the wetlands to provide the appropriate measures.

Darryl Cook  
January 15, 1998  
Page 2

3. **Wetlands Area - Future Selective Clearing and Landscaping** - As I indicated, during the course of our review with the Planning Department and Development Review Committee, there was serious interest on providing appropriate curb appeal along Monticello Avenue for the wetlands area. We postponed any plans of this area until we had sufficient clearing of the site and restaking of the wetlands area to determine the extent of the buffer that remained. Our environmental consultant, Lee Mallonee of Biohabitats of Virginia, will be proceeding with a selective clearing plan with the long range goal of balancing the environmental needs of the buffer along with marketing requirements in terms of visibility of the Center and out pads area along with the aesthetic qualities being sought in viewing the entire project from Monticello Avenue. Per our discussions with the Planning Department, we will do an on-site visit with Marvin Sowers and Matthew Maxwell before any clearing takes place, so Lee Mallonee can present his approach and the results he seeks to accomplish. We have discussed this area with the site contractor and provided him some idea of our future plans, with the underlying emphasis that any clearing within the wetlands area will have to be done by hand, and we will have the appropriate flagging and staking to make sure that Lee's overall plan is properly implemented.

I believe the above summarized the outcome of our meeting and, if you should have any further comments or questions, please feel free to contact me.

Sincerely,

S.L. NUSBAUM REALTY CO.

Agents for:

Monticello Marketplace Associates, L.L.C.



James M. Gresock  
Senior Vice President  
Director of Development

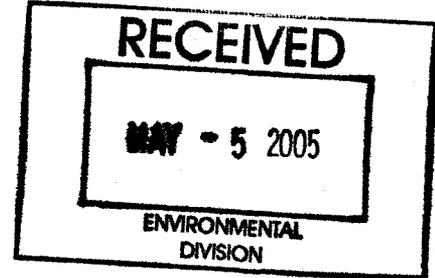
JMG:lds



# S.L. NUSBAUM Realty Co.

9211 Forest Hill Avenue, Suite 110 • Richmond, Virginia 23235 • (804) 320-7600 • FAX (804) 330-8924  
May 4, 2005

Mr. Darryl Cook  
Environmental Department  
James City County  
101-E Mounts Bay Road  
Williamsburg, Virginia 23187-8784



Re: BMP Located Between Monticello Marketplace and Powhatan Secondary, James City County, VA

Dear Mr. Cook:

Earlier this year I advised you that we still had a Letter of Credit in effect with Wachovia Bank under the Siltation Agreement for Monticello Marketplace and Marketplace Shoppes. Once again, this will be expiring in September and we do not feel the need to extend the Letter of Credit since all the construction for Monticello Marketplace and Marketplace Shoppes has effectively been completed.

In your prior notifications you indicated that the surety could not be released until the submission of the "As Built" drawings for the storm water retention facility and the Inspection/Maintenance Agreement for the storm water basin had been completed. Historically, these requirements have been an issue with Lawrence Beamer and myself. To a large degree these conditions belong to VDOT and the County to resolve. There has been no cleanup of the basin that resulted from VDOT's initial use of the facility with the construction of Monticello Avenue and News Road and since VDOT designed the basin, they should have completed the "As Built" drawings that you have requested. The Inspection/Maintenance Agreement was to be provided by Lawrence Beamer, but has not moved forward due to the unsettled issues with VDOT and the County.

Concurrently with my efforts to try to resolve this matter, we now expect Eckerd Drug to proceed with their construction at Powhatan Secondary which, as I understand, involves an additional Siltation Agreement and surety for the storm water detention facility. If this is the case, I believe our Letter of Credit should be released with their anticipated construction and required bonding.

As you are aware, Lawrence Beamer and I have made several attempts at trying to bring this matter to a mutually acceptable conclusion with VDOT and the County, which has been complicated by the recent turnover in the Residency Office. A major effort was made back in the spring of 2003 to reach a remedy on this matter with VDOT at the time emergency repairs had to be made to the BMP. This was set forth more specifically in Lawrence Beamer's letter of April 3, 2003 to the Williamsburg Residency Office, a copy of which you received and is attached hereto.

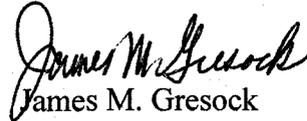
Darryl Cook  
May 4, 2005  
Page 2

In addition, at my request, Massie Contractor performed a Field Inspection Report on the storm water management basin and warranted repairs. From that report we were provided copies of the VDOT plan sheet depicting the construction of the storm water management basin during the Route 199/Monticello Road project as well as copies of plan sheets depicting the modification of the basin during the Alternate Route 5 project. A copy of these plans have been enclosed and you should note that it appears that under the Sediment Basin/Storm Water Management Notes that VDOT did not perform Items 3 and 4 and, under the modification made for the Alternate Route 5 project, the storm water management system was envisioned as a dry basin. These matters need to be re-reviewed and clarified.

Accordingly, concurrently with your review of this matter, I have forwarded a copy of this memo to Jim Brewer and David Steele at the Williamsburg Residency Office for their consideration. Finally, I suggest a meeting with you and VDOT, together with Lawrence Beamer and me to bring this matter to a final conclusion.

I appreciate your continued efforts and cooperation in this matter and look forward to your response.

Sincerely,

  
James M. Gresock  
Senior Vice President

JMG:lds

Enclosures - as noted

cc Alan Nusbaum - w/enclosures  
Lawrence Beamer - w/enclosures  
Jim Brewer - w/enclosures  
David Steele - w/enclosures  
Tom Johnson, Esquire - w/enclosures

99162-MONTICELLO\_MARKETPLACE\_SHOPPING\_CENTER-164

**POWHATAN ENTERPRISES, INC.**212 Powhatan Secondary  
Williamsburg, Virginia 23188

Lawrence E. Beamer

tel: (757) 258-2822

fax: (757) 258-2822

April 3, 2003

**VIA FACSIMILE (757-253-5148) AND HAND DELIVERY**Virginia Department of Transportation  
Williamsburg Residency Office  
4451 Ironbound Road  
Williamsburg, VA 23188  
Attn: John Barr**Re: Notice of emergency repair of BMP located between Monticello Marketplace  
and Powhatan Secondary, James City County, Virginia**

Dear Mr. Barr:

The purpose of this letter is to relate the events of the past week concerning the partially completed BMP under construction by the Virginia Department of Transportation ("VDOT") at News Road and Monticello Avenue in Powhatan Secondary. We have received notice from James City County that this BMP is in need of emergency repair. As VDOT apparently has not completed proper construction of this BMP, giving rise to the need for these repairs, we feel it necessary to proceed with the emergency repairs to avoid irreparable harm to the BMP and adjacent property owned by Powhatan, and to avoid action by the county.

The subject BMP was contemplated pursuant to a proffer between Powhatan and James City County entered on March 11, 1996. The proffer provided that, as part of the rezoning of the land which is now the Powhatan Secondary subdivision, Powhatan would pay sixty-four thousand dollars (\$64,000.00) to James City County. Those funds were to be used by James City County, the Route 5 Transportation Improvement District or VDOT for the construction of "storm drainage systems (including but not limited to underground pipes, drop inlets and detention basins adequate to serve all of the requirements of the County, the District and VDOT as well as the requirements of the Monticello Marketplace shopping center.

Within that same time period, VDOT sent an acceptance letter to Powhatan on March 6, 1996, which letter stated that it would construct the relocated roads, median, and an "urban type" section of enclosed storm sewer system "outfalling to a storm water management facility." Consistent with the terms of the proffer, Powhatan granted VDOT a deeded easement, recorded in the County land records in deed book 791, at page 20, over its property for the construction of the storm water management utilities. It specifically granted a "non-exclusive right to use the additional areas shown as being required for the proper construction and maintenance of a stormwater management facility from opposite approximate Powhatan Secondary Connection ... Together with the temporary right and easement to use the additional areas shown as being required for the proper construction of cut and/or fill slopes..." Powhatan and VDOT clearly contemplated the "proper construction of a stormwater management facility" by VDOT.

Chesapeake

Hampton

Newport News

Norfolk

Richmond

Virginia Beach

www.kaufmanandcanoles.com

04/03/2003 THU 17:26 [TX/RX NO 9211] 003

04/03/2003 THU 17:28 [TX/RX NO 5686] 002

April 3, 2003

Page 2

Construction of the drainage facilities has yet to be completed by VDOT. This has resulted in serious degradation of the BMP facilities and the adjacent lake owned by Powhatan. This adjacent lake is turning brown due to the significant erosion and outfall from the BMP failure, which potentially causes both an environmental and aesthetic problem.

Last weekend James City County experienced significant rainfall. The BMP was severely damaged and the "dam" portion is in danger of failing. According to James City County, the soil around the outfall pipes has eroded to the point where the pipes could shift or collapse. Additionally, the ground in and around the BMP is severely eroded. James City County has stated that the BMP required emergency temporary repairs and has called upon the owners of Monticello Marketplace and Powhatan to make these repairs.

Powhatan has been put in an untenable position due to these events. It is not responsible for the completion or renovation of the subject BMP yet, if the BMP continues to degrade to complete failure, it will suffer the most harm, because the BMP is located upon its property. As significant rainfall is again predicted over the next three days, Powhatan is placed in further jeopardy. As neither VDOT nor James City County is willing to take any immediate action, Powhatan has reluctantly authorized Jack L. Massey Contractor, Inc. to begin repairing the BMP so as to prevent irreparable harm to Powhatan's property.

This letter constitutes notice that Powhatan's agreement to authorize repair of the BMP does not constitute acceptance of any liability by Powhatan for this problem, nor an assumption of any responsibility for maintenance of this BMP prior to its proper completion. It is Powhatan's position that VDOT and/or James City County bear responsibility for completing proper construction of this BMP under prior agreements.

Powhatan is authorizing the contractor to make repairs on an emergency basis solely in an effort to mitigate its damages and preserve its property from irreparable harm. Powhatan expressly reserves all rights and causes of action against James City County and VDOT in connection with this BMP and under no circumstances should it be considered a "volunteer" in repairing the BMP.

Please contact me as soon as possible so that we may bring this matter to a proper resolution.

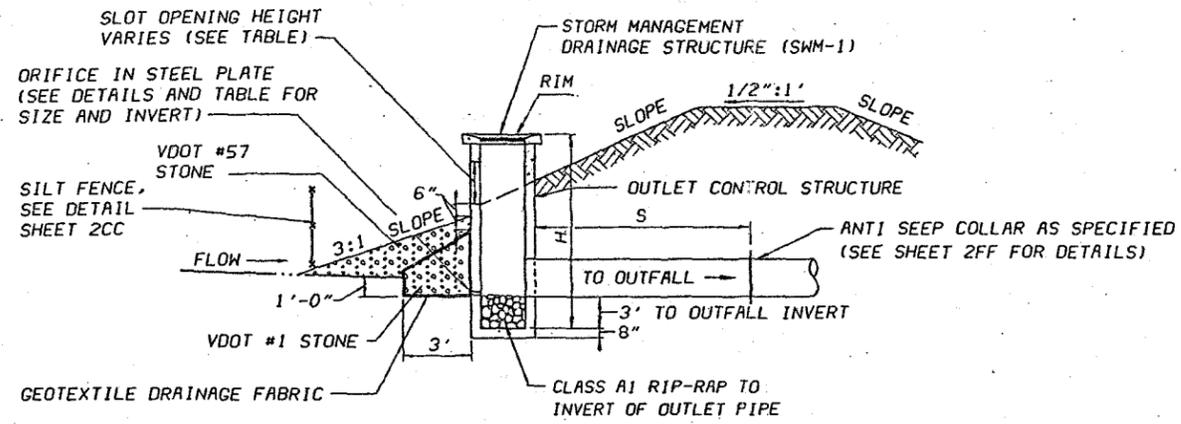
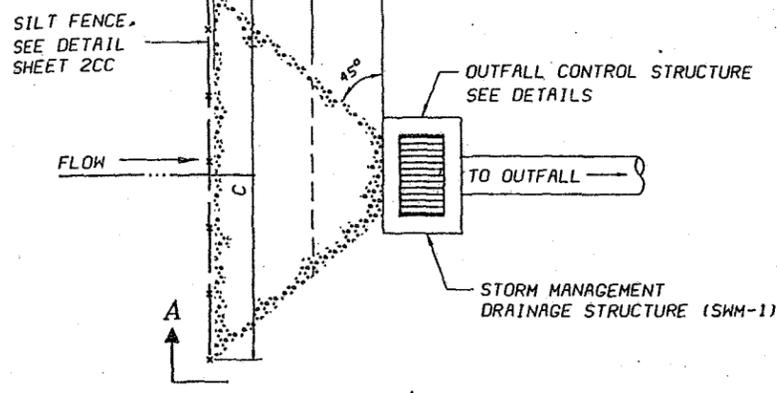
Very truly yours,



Lawrence E. Beamer, President

cc: Mr. Daryl E. Cook (via facsimile 757-253-6850)  
Leo Rogers, Esq. (via facsimile 757-253-6833)  
Mr. James M. Grosbeck (via facsimile 804-330-8924)  
Thomas G. Johnson, Jr. Esq. (via facsimile 757-628-5566)  
Paul W. Gerhardt, Esq.

*Ref 199 /  
Monticello  
Project*



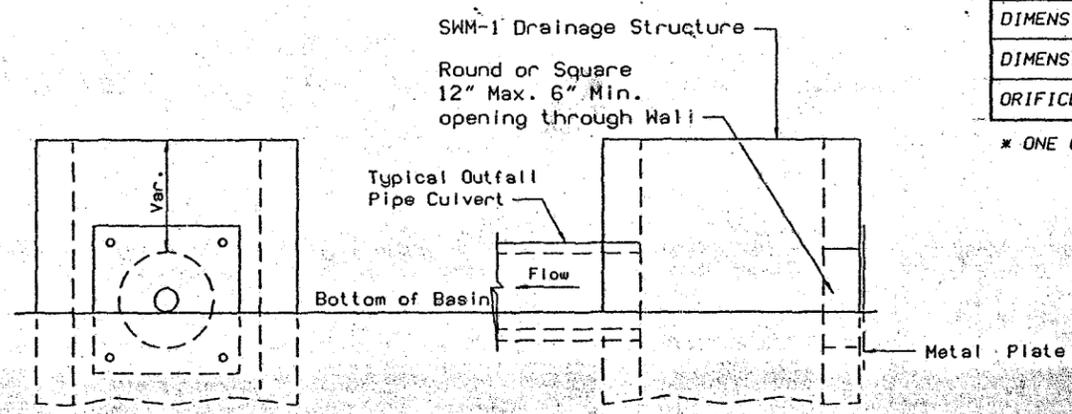
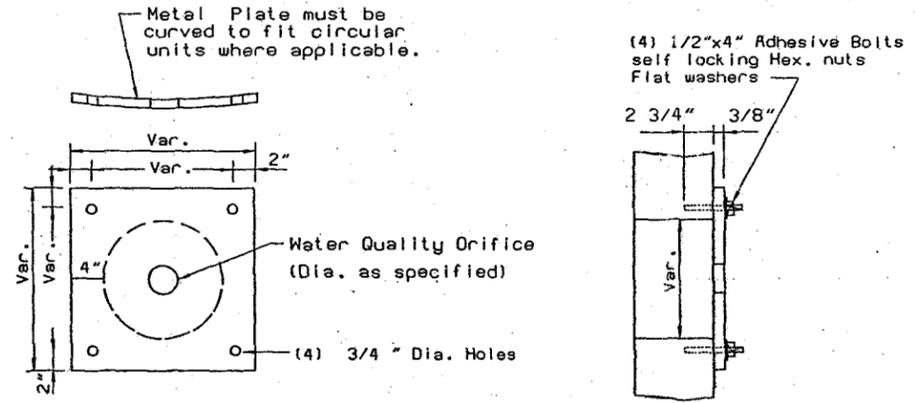
NOTE:  
STONE TO BE PLACED ONLY AFTER  
RETENTION AREA & SHALES HAVE BEEN  
VEGETATIVELY STABILIZED OR AS  
DIRECTED BY THE FIELD ENGINEER.

## OUTFALL CONTROL STRUCTURE STORMWATER MANAGEMENT BASIN

NOT TO SCALE

### BERM/DAM CONSTRUCTION NOTES

1. ALL UNSUITABLE AND LOOSE MATERIAL SHALL BE REMOVED FROM THE BOTTOM OF THE SPILLWAY RISER FOUNDATION BASE EXCAVATION SUCH THAT ACCEPTABLE BEARING CONDITIONS EXIST IN THE BASE.
2. THE MATERIAL EXCAVATED DURING CONSTRUCTION SHALL BE SEGREGATED AND STOCKPILED ACCORDING TO SOIL CLASSIFICATION (CLAY-SAND) AND PROPOSED USE FOR EARTHEN DAM CONSTRUCTION.
3. THE EMBANKMENT FOUNDATIONS AND ABUTMENTS SHALL BEAR ON FIRM AND STABLE EXISTING SUBGRADE WHICH HAS BEEN PREPARED SO AS TO REMOVE ALL ORGANIC, LOOSE, AND GENERALLY UNSUITABLE MATERIAL.
4. ALL MATERIALS TO BE USED FOR BACKFILL OR COMPACTED FILL CONSTRUCTION SHALL BE INSPECTED AND TESTED BY THE SOILS ENGINEER IN ACCORDANCE WITH ASTM D2487 PRIOR TO PLACEMENT TO DETERMINE IF THEY ARE SUITABLE FOR THE INTENDED USE.
5. FILL EMPLOYED AS GENERAL EMBANKMENT FILL SHALL CONTAIN NO MORE THAN 4% PASSING THE NO. 200 SIEVE (SILT OR CLAY) AND BE CLASSIFIED AS SM OR SC AS DEFINED BY THE UNIFIED SOIL CLASSIFICATION SYSTEM.
6. SUBSEQUENT TO THE CLEARING AND ROUGH GRADING OPERATIONS AND PRIOR TO THE PLACEMENT OF ANY STONE IN THE SPILLWAY RISER, EXCAVATION, OR EMBANKMENT FILL, THE EXPOSED SUBGRADE SOILS SHALL BE CAREFULLY INSPECTED. ANY UNSUITABLE MATERIAL THUS EXPOSED SHALL BE REMOVED AND PLACED WITH A WELL COMPACTED, SUITABLE MATERIAL. DENSITY TESTING AT THE DISCRETION OF THE SOILS ENGINEER SHALL BE PERFORMED AT THIS TIME.
7. FILL SHALL BE PLACED ONLY ON APPROVED FIRM SUBGRADES. SUBGRADES SHALL BE SCARIFIED A DEPTH OF 4 INCHES PRIOR TO FILL PLACEMENT TO ASSURE BONDING BETWEEN THE TWO SOILS. ALL IMPERVIOUS CORE AND EMBANKMENT FILL SHALL BE COMPACTED TO A DRY DENSITY OF AT LEAST 95% OF THAT SOIL'S STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D698). THE COMPACTION SHALL BE ACCOMPLISHED BY PLACING THE FILL IN MAXIMUM 6 TO 8 INCH LOOSE LIFTS AND MECHANICALLY COMPACTING EACH LIFT TO THE REQUIRED DENSITY. THE FILL SHALL BE COMPACTED AT A MOISTURE CONTENT WHICH IS +3 TO -2 PERCENTAGE POINTS OF THE FILL MATERIAL'S OPTIMUM MOISTURE CONTENT. A SOILS TECHNICIAN UNDER THE DIRECTION OF THE SOILS ENGINEER SHALL PERFORM FIELD DENSITY TESTS ON EACH LIFT AS NECESSARY TO ASCERTAIN THAT ADEQUATE COMPACTION HAS BEEN ACHIEVED.



DETAIL FOR METAL PLATE AND WATER QUALITY ORIFICE

SIDE VIEW

## STORMWATER MANAGEMENT (SWM) DETAILS

NOT TO SCALE

LOCATION	SWM FACILITY "D" STR. 8B-21	SWM FACILITY "E" STR. 8E-19	SWM FACILITY "K" STR. 12-9	SWM FACILITY "L" STR. 12-15	EXISTING SWM FACILITY "M(B)" STR. 14-19	EXISTING SWM FACILITY "M(A)" STR. 14-6
ORIFICE INVERT	60.50	78.00	39.90	40.00	53.00	51.00
SLOT SIZE (HxW)	(3) 3' X 1.5' RECTANGLE *	(3) 3' X 1.50' RECTANGLE *	(3) 3' X .83' RECTANGLE *	(3) 3' X .75' RECTANGLE *	(3) 1' X 3' RECTANGLE *	.25' X .5' RECTANGLE *
SLOT INVERT	63.00	79.45	42.70	41.55	55.96	51.70
RIM ELEVATION	66.20	82.00	44.70	43.50	58.12	55.40
STRUCTURE INVERT	57.50	74.50	36.90	37.00	50.00	47.00
OUTFALL INVERT	60.50	77.50	39.90	40.00	53.00	50.00
DIMENSION H	8.70'	7.50'	7.80'	6.50'	8.12'	8.40'
DIMENSION A	6.0'	6.0'	6.90'	6.0'	6.0'	6.0'
DIMENSION B	3.0'	3.0'	3.90'	3.0'	3.0'	3.0'
DIMENSION C	18.2'	16.3'	18.1'	16.3'	16.3'	16.3'
ORIFICE DIA.	4"	3"	3"	3"	3"	3"

\* ONE OPENING TO FRONT & ONE OPENING ON EACH SIDE

7

99162 MONTICELLO MARKET PLACE SHOPPING CENTER-167  
 SPILLWAY=68.00  
 100-YR WSE = 69.31  
 25-YR WSE = 68.04  
 10-YR WSE = 66.75  
 2-YR WSE = 65.46

**EMERGENCY SPILLWAY CROSS SECTION**  
 NOT TO SCALE

TO BE DEMOLISHED.  
 95  
 --- DENOTES CONST. LIMITS IN CUT  
 --- DENOTES CONST. LIMITS IN FILL

- (IP) DENOTES DROP INLET
- (D.I.S.T.)
- (9) TYPE 'B' DITCH W/ STD. EC-3. (TYPE 'A')
- (11) TYPE 'D' DITCH
- (23) TYPE 'A' MEDIAN DITCH W/STD. EC-3 (TYPE 'A')
- (17) TYPE 'H' DITCH
- (28) STD. PG-4 PAVED FLUME W/STD. EG-1 OR EG-14 ENERGY DISSIPATOR

**REFERENCES**  
 (PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)

MONT. AVE. EXT.	88
DITCH SECTIONS	2P, 2P(1)
DRAINAGE DATA	2K(1)
CURVE DATA	88

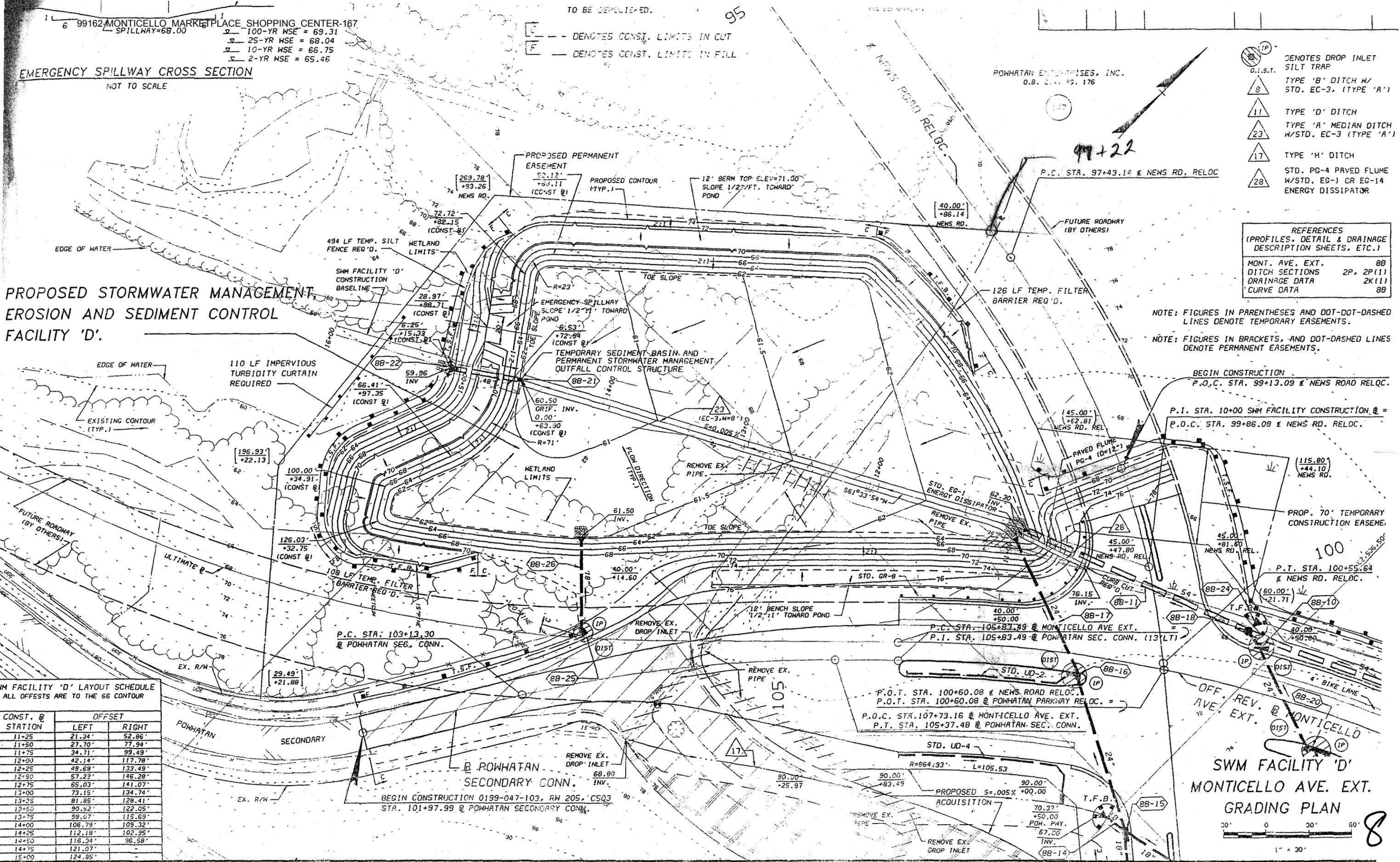
NOTE: FIGURES IN PARENTHESES AND DOT-DOT-DASHED LINES DENOTE TEMPORARY EASEMENTS.  
 NOTE: FIGURES IN BRACKETS, AND DOT-DASHED LINES DENOTE PERMANENT EASEMENTS.

BEGIN CONSTRUCTION  
 P.O.C. STA. 99+13.09 @ NEWS ROAD RELOC.  
 P.I. STA. 10+00 SHM FACILITY CONSTRUCTION @ =  
 P.O.C. STA. 99+86.08 @ NEWS RD. RELOC.

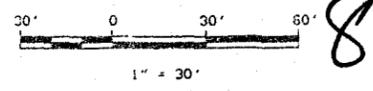
**PROPOSED STORMWATER MANAGEMENT EROSION AND SEDIMENT CONTROL FACILITY 'D'.**

**VM FACILITY 'D' LAYOUT SCHEDULE**  
 ALL OFFSETS ARE TO THE 66 CONTOUR

CONST. @ STATION	OFFSET	
	LEFT	RIGHT
11+25	21.34'	52.86'
11+50	27.70'	77.94'
11+75	34.71'	99.49'
12+00	42.14'	117.78'
12+25	49.69'	133.49'
12+50	57.22'	146.28'
12+75	65.03'	141.07'
13+00	73.15'	134.74'
13+25	81.85'	128.41'
13+50	90.52'	122.05'
13+75	99.07'	115.63'
14+00	106.79'	109.32'
14+25	112.19'	102.95'
14+50	116.34'	96.58'
14+75	121.07'	
15+00	124.85'	

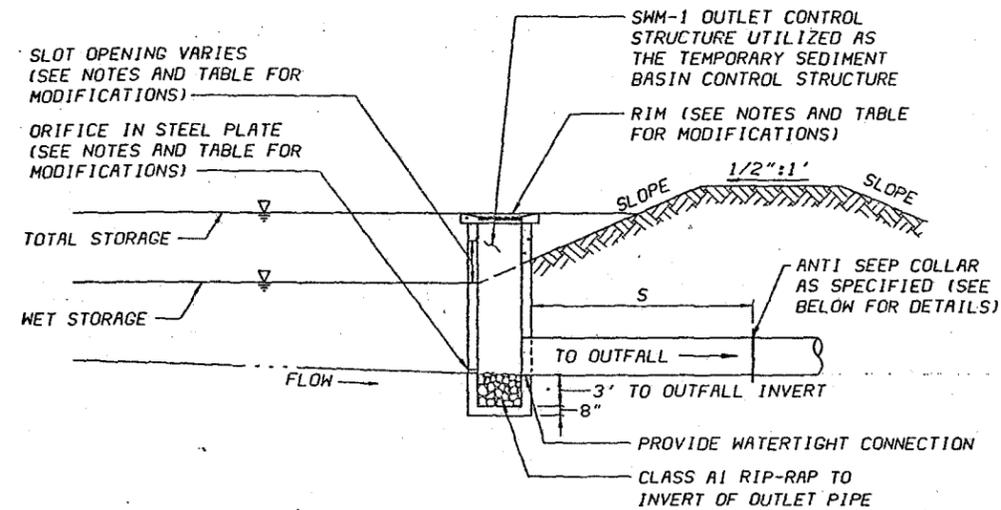


**SWM FACILITY 'D' MONTICELLO AVE. EXT. GRADING PLAN**



	BASIN "D"	BASIN "E"	BASIN "K"	BASIN "L"	EXISTING BASIN "M(A)"	EXISTING BASIN "M(B)"
DESIGN HIGH WATER ELEVATION	69.34	81.33	45.42	42.72	55.85	58.46
RISER CREST ELEVATION (RIM)	66.20	82.00	44.70	43.50	55.40	58.12
SEDIMENT CLEANOUT ELEVATION	64.35	79.85	42.70	41.55	51.70	55.95
DEWATERING OUTLET SIZE (HxW)	(3) 3' X .15' RECTANGLE	7.5" DIA. ORIFICE	10" DIA. ORIFICE	6" DIA. ORIFICE	0.25' X 0.5' RECTANGLE	8" DIA. ORIFICE
BAFFLES REQUIRED (L X H)	N/A	N/A	N/A	N/A	N/A	N/A
OUTFALL PIPE	48" CONC.	42" CONC.	36" CONC.	24" CONC.	18" PIPE	30" CONC.
RISER PIPE DIAMETER	PERMANENT OUTFALL STRUCTURE WILL BE USED AS TEMPORARY SEDIMENT BASIN OUTFALL STRUCTURE (PLUG 5" ORIFICE AFTER USE AS TEMPORARY BASIN.)*	PERMANENT OUTFALL STRUCTURE WILL BE USED AS TEMPORARY SEDIMENT BASIN OUTFALL STRUCTURE.*	PERMANENT OUTFALL STRUCTURE WILL BE USED AS TEMPORARY SEDIMENT BASIN OUTFALL STRUCTURE.*	PERMANENT OUTFALL STRUCTURE WILL BE USED AS TEMPORARY SEDIMENT BASIN OUTFALL STRUCTURE.*	EXISTING OUTFALL STRUCTURE WILL BE USED AS TEMPORARY SEDIMENT BASIN OUTFALL STRUCTURE.*	EXISTING OUTFALL STRUCTURE WILL BE USED AS TEMPORARY SEDIMENT BASIN OUTFALL STRUCTURE.*
ANTI-VORTEX DIAMETER (D)						
PVC DRAINAGE TUBING DIA.						
DIMENSION A						
DIMENSION B						
DIMENSION C						
DIMENSION H						
TOP STIFFENER SIZE						
SUPPORT BAR SIZE						
DIMENSION S						
ANTI-SEEP COLLAR SIZE	7.5' X 7.5'	6.5' X 6.5'	6' X 6'	4' X 4'	-	-

\* PLUG 3" DIAMETER PERMANENT WATER QUALITY ORIFICE OF SHM STRUCTURE FOR USE AS TEMPORARY SEDIMENT BASIN OUTFALL CONTROL STRUCTURE AND MAKE NECESSARY SLOT MODIFICATIONS AS NOTED TO YIELD DEWATERING OUTLET LISTED ABOVE. (SEE SHEET 2FF(1) FOR DETAILS)



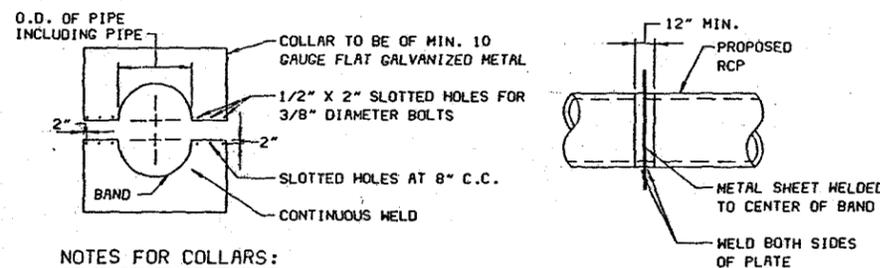
SEDIMENT BASIN DETAIL

NOT TO SCALE

SEDIMENT BASIN AND STORMWATER MANAGEMENT BASIN NOTES

1. THE PERMANENT STORMWATER MANAGEMENT BASINS WILL ALSO SERVE AS TEMPORARY SEDIMENT BASINS.
2. SEDIMENT BASIN CONTROL STRUCTURES SHALL REMAIN IN UNTIL ALL UPSTREAM GRADING HAS BEEN VEGETATIVELY STABILIZED.
3. AFTER UPSTREAM STABILIZATION HAS OCCURRED, THE TEMPORARY SEDIMENT CONTROL MEASURES SHALL BE REMOVED. SEDIMENT BASIN OUTFALL PIPES LOCATED BENEATH EARTH BERMS SHALL REMAIN IN PLACE AND BE USED IN CONJUNCTION WITH THE PERMANENT CONTROL STRUCTURES.
4. ALL SEDIMENT DEPOSITS WITHIN THE BASIN, STORM SEWER PIPES, CULVERTS, ETC., SHALL BE REMOVED PRIOR TO THE BASIN'S USE AS A PERMANENT STORMWATER MANAGEMENT FACILITY.
5. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH VIRGINIA EROSION AND SEDIMENT CONTROL STANDARDS AND SPECIFICATIONS.
6. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHILE REMOVING TEMPORARY SEDIMENT BASIN CONTROL MEASURES TO AVOID DAMAGE TO THE PERMANENT OUTFALL STRUCTURE.
7. PLACE SATISFACTORY FILL MATERIAL FOR DAMS IN MAXIMUM 8-INCH LAYERS AND COMPACT TOP 12 INCHES OF SUBGRADE AND EACH LAYER OF FILL MATERIAL AT 90% MAXIMUM DENSITY AT OPTIMUM MOISTURE TESTED AND PLACED IN ACCORDANCE WITH THE SPECIFICATIONS.

*Items 3 & 4 - not performed - VDOT*



NOTES FOR COLLARS:

1. ALL MATERIALS TO BE IN ACCORDANCE WITH THE CONSTRUCTION MATERIAL SPECIFICATIONS IN THE VDOT ROAD & BRIDGE SPECIFICATIONS.
2. WHEN SPECIFIED ON THE PLANS, COATING OF COLLARS SHALL BE IN ACCORDANCE WITH THE CONSTRUCTION MATERIAL SPECIFICATIONS IN THE VDOT ROAD & BRIDGE SPECIFICATIONS.
3. UNASSEMBLED COLLARS SHALL BE MARKED BY PAINTING OR TAGGING TO IDENTIFY MATCHING PAIRS.
4. THE LAP BETWEEN THE TWO HALF SECTIONS AND BETWEEN THE PIPE AND CONNECTING BAND SHALL BE CAULKED WITH ASPHALT MASTIC AT TIME OF INSTALLATION.
5. EACH COLLAR SHALL BE FURNISHED WITH TWO 1/2" DIAMETER RODS WITH STANDARD TANK LUGS FOR CONNECTING COLLARS TO PIPE.
6. FLAT BAND IF OUTFALL PIPE IS RCP. CORRUGATED BAND IF OUTFALL PIPE IS CMP.
7. ALL WELDS SHALL BE REGALVANIZED.

ANTI-SEEP COLLAR DETAIL

NOT TO SCALE

MAINTENANCE SCHEDULE:

1. STORMWATER MANAGEMENT BASINS AND CONTROL STRUCTURES SHALL BE STRUCTURALLY INSPECTED FOR DAMAGE SUCH AS CRACKS AND EROSION ONCE EVERY 6 MONTHS AND AFTER EVERY STORM EVENT.
2. TRASH AND SEDIMENT SHALL BE REMOVED WHEN IT HAS ACCUMULATED.
3. THE BASIN AND EMBANKMENT SHALL BE MOWED AT LEAST 3 TIMES PER YEAR.
4. THE BASIN AND EMBANKMENT SHALL BE KEPT FREE OF TREES AND BRUSH.

PAYMENT:  
COST OF ANTI-SEEP COLLAR SHALL BE IN THE PAY ITEM FOR THE OUTFALL PIPE.

TEMPORARY SEDIMENT BASIN OUTFALL CONTROL STRUCTURE DETAILS

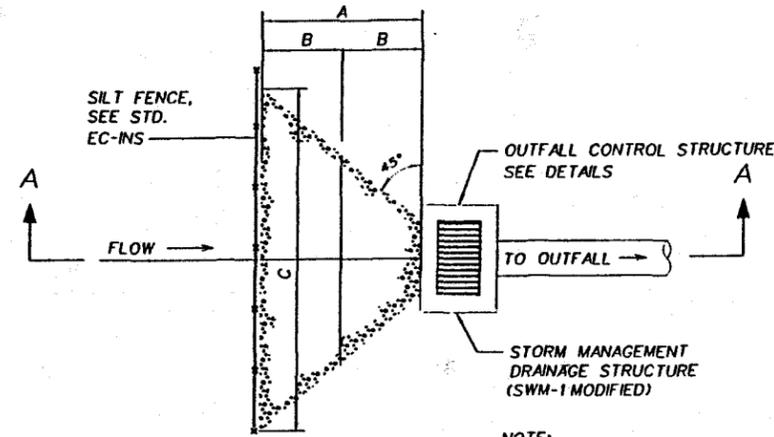
NOT TO SCALE

*All P&E Project*

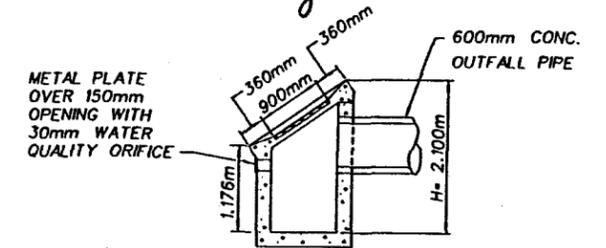
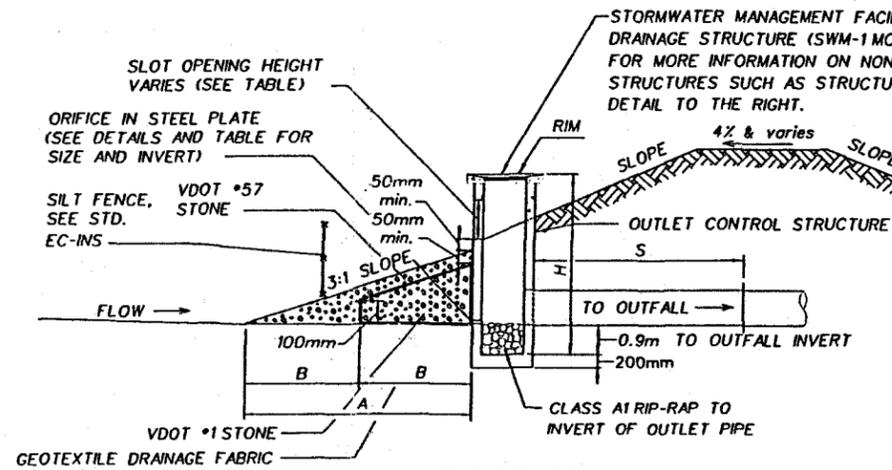
DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

REVISED	FINA REGION	STATE	FEDERAL AID PROJECT	ROUTE	STATE PROJECT
11-4-99	3	VA.			5000-047-16

*At 5 project removed the basin as dry.*



NOTE:  
STONE TO BE PLACED ONLY AFTER RETENTION AREA & SWALES HAVE BEEN VEGETATIVELY STABILIZED OR AS DIRECTED BY THE FIELD ENGINEER.



- NOTE:
- CONTRACTOR SHALL PROVIDE METHOD AND DETAILS FOR MECHANICAL CONNECTION OF THE COVER TO THE DRAINAGE STRUCTURE.
  - SEE DETAILS LEFT FOR PLACEMENT OF SILT FENCE, VDOT #57 & #1 STONE AND GEOTEXTILE DRAINAGE FABRIC TO PROTECT WATER QUALITY ORIFICE.

## OUTFALL CONTROL STRUCTURE FOR STORMWATER MANAGEMENT FACILITY

NOT TO SCALE

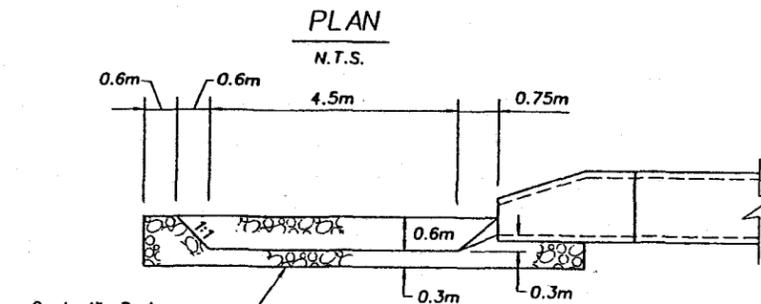
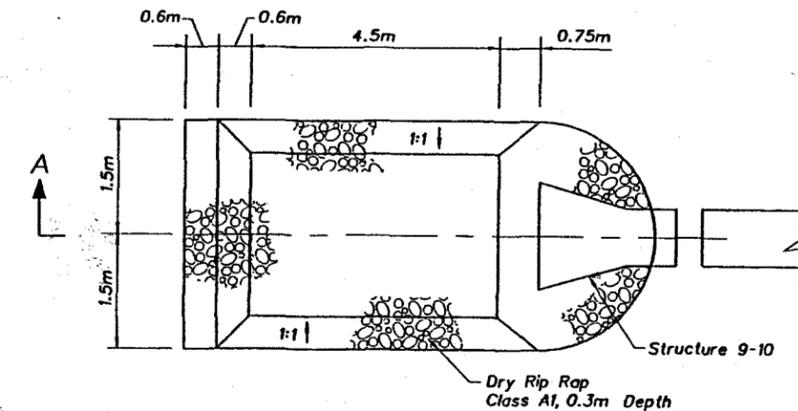
### BERM/DAM CONSTRUCTION NOTES

- ALL UNSUITABLE AND LOOSE MATERIAL SHALL BE REMOVED FROM THE BOTTOM OF THE SPILLWAY RISER FOUNDATION BASE EXCAVATION SUCH THAT ACCEPTABLE BEARING CONDITIONS EXIST IN THE BASE.
- THE EMBANKMENT FOUNDATIONS AND ABUTMENTS SHALL BEAR ON FIRM AND STABLE EXISTING SUBGRADE WHICH HAS BEEN PREPARED SO AS TO REMOVE ALL ORGANIC, LOOSE, AND GENERALLY UNSUITABLE MATERIAL.
- FILL MATERIAL SHALL MEET SECTION 303 OF THE 1997 ROAD AND BRIDGE SPECIFICATIONS.
- SUBSEQUENT TO THE CLEARING AND ROUGH GRADING OPERATIONS AND PRIOR TO THE PLACEMENT OF ANY STONE IN THE SPILLWAY RISER, EXCAVATION, OR EMBANKMENT FILL, THE EXPOSED SUBGRADE SOILS SHALL BE CAREFULLY INSPECTED. ANY UNSUITABLE MATERIAL THUS EXPOSED SHALL BE REMOVED AND REPLACED WITH A WELL COMPACTED, SUITABLE MATERIAL. DENSITY TESTING AT THE DISCRETION OF THE SOILS ENGINEER SHALL BE PERFORMED AT THIS TIME.

NOTE:  
FOR ADDITIONAL DIMENSIONS & REINFORCEMENT OF THIS STRUCTURE, REFER TO VDOT STANDARD SWM-1 STORMWATER MANAGEMENT DRAINAGE STRUCTURE.

DIMENSION	SWM FACILITY Sheet 3D STR. 3-8	SWM FACILITY Sheet 5B STR. 5-9	SWM FACILITY Sheet 6B STR. 6-6	SWM FACILITY Sheet 7B STR. 7-4	SWM FACILITY Sheet 13 EXIST. STRUCTURE
ORIFICE INVERT	7.667	5.950	4.975	6.500	MODIFY AS SHOWN ON DETAIL TO THE RIGHT
SLOT SIZE (WxH)	N/A	1 - 90mm X 75mm RECTANGLE	N/A	(3) 600mm X 100mm RECTANGLE *	
SLOT INVERT	N/A	6.270	N/A	7.360	
RIM ELEVATION	8.500	7.330	See Details this Sheet	7.815	
STRUCTURE INVERT	6.767	5.050	4.075	5.600	
OUTFALL INVERT	7.667	5.950	4.975	6.500	
DIMENSION H'	1.733m	2.280m	2.100m	2.215m	
DIMENSION A	1.0 m	0.8m	0.4m	2.4m	
DIMENSION B	0.5 m	0.4m	0.2m	1.2m	
DIMENSION C	3.3 m	2.9m	2.1m	6.1m	
ORIFICE DIA.	30 mm	30 mm	30 mm	30 mm	
DIMENSION S	4.8m	4.9m	4.0m	4.0 m	
ANTI-SEEP COLLAR SIZE	1.35m x 1.35m	1.4m x 1.4m	1.15m x 1.15m	1.25m x 1.25m	
EMERGENCY SPILLWAY	YES **	N/A	N/A	N/A	

\* OPENINGS TO BE PLUGGED FOR TEMPORARY SEDIMENT BASIN  
\*\* SEE SWM FACILITY GRADING PLANS FOR DETAILS OF EMERGENCY SPILLWAY.



RIP RAP INSTALLATION DETAIL

MODIFICATION DETAIL FOR EXIST. SWM FACILITY ON PLAN SHEET 13

STORMWATER MANAGEMENT (SWM) DETAILS

SUPERVISED BY: Wayne Beck, LCC  
 DESIGNED BY: MAM Design Group  
 CADD OPERATOR: RHM  
 REVISIONS BY: SC-127  
 CIVIL/DCM/2MKB.DGN 14:55 10/17/99 RHM SC-127

10

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

REVISED	FHWA REGION	STATE	FEDERAL AID PROJECT	ROUTE	STATE PROJECT
	3	VA.			5000-047-166,

**Route 321 Constr. @**

⑩  
 $\Delta = 28^\circ 51' 58.09" \text{ L.T.}$   
 T = 74.638  
 L = 146.105  
 R = 290.000  
 PC 163+93.315  
 PT 164+67.953  
 PI 165+39.420  
 V = 80 km/h  
 E = 4.00%

**Route 321 Constr. @**

⑪  
 $\Delta = 02^\circ 11' 54.46" \text{ R.T.}$   
 T = 5.439  
 L = 10.876  
 R = 283.4427  
 PC 165+98.043  
 PT 166+03.481  
 PI 166+08.918  
 V = 80 km/h  
 E = 4.00%

⑫

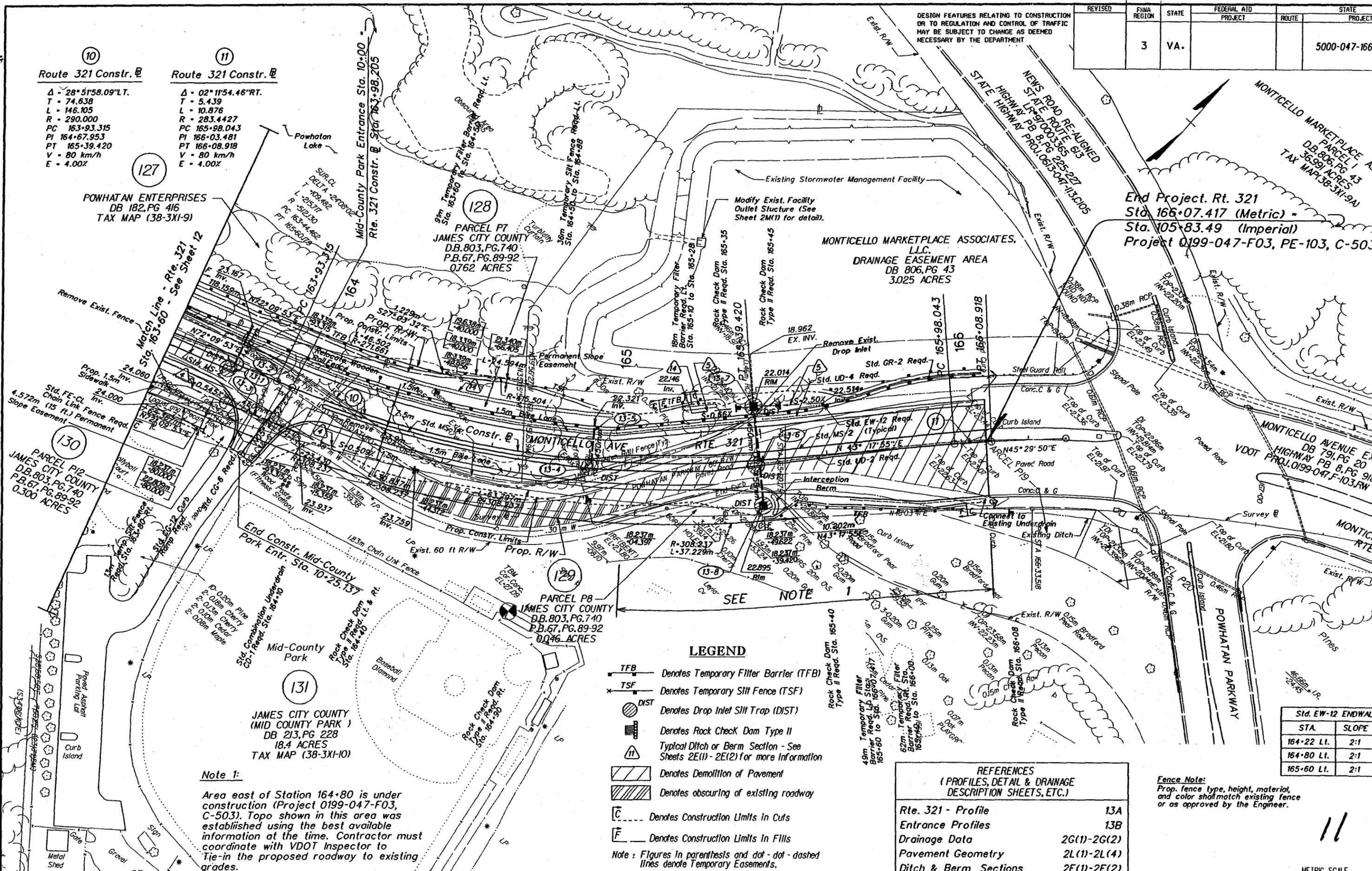
POWHATAN ENTERPRISES  
 DB 182, PG 416  
 TAX MAP (38-3X1-9)

⑬

PARCEL P7  
 JAMES CITY COUNTY  
 D.B. 803, PG. 740  
 P.B. 67, PG. 89-92  
 0.762 ACRES

End Project. Rt. 321  
 Sta. 166+07.417 (Metric) -  
 Sta. 105+83.49 (Imperial)  
 Project 0199-047-F03, PE-103, C-503

MONTICELLO MARKETPLACE ASSOCIATES, L.L.C.  
 DRAINAGE EASEMENT AREA  
 DB 806, PG 43  
 3.025 ACRES



SUPERVISED BY: [Signature]  
 DESIGNED BY: [Signature]  
 CADD OPERATOR: [Signature]  
 REVISED BY: [Signature]

200/CIVIL/DOB/13.DGN 03/18/99 11:40 TSC P.L.T. SC-127

**Note 1:**  
 Area east of Station 164+80 is under construction (Project 0199-047-F03, C-503). Topo shown in this area was established using the best available information at the time. Contractor must coordinate with VDOT Inspector to Tie-in the proposed roadway to existing grades.

- LEGEND**
- TFB Denotes Temporary Filter Barrier (TFB)
  - TSF Denotes Temporary Silt Fence (TSF)
  - DIST Denotes Drop Inlet Silt Trap (DIST)
  - Rock Check Dam Type II
  - Typical Ditch or Berm Section - See Sheets 2E(1) - 2E(2) for more information
  - Denotes Demolition of Pavement
  - Denotes obscuring of existing roadway
  - C Denotes Construction Limits in Cuts
  - F Denotes Construction Limits in Fills
- Note: Figures in parenthesis and dot-dot-dashed lines denote Temporary Easements.  
 Note: Figures in brackets and dot-dashed lines

**REFERENCES**  
 (PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)

Rte. 321 - Profile	13A
Entrance Profiles	13B
Drainage Data	2G(1)-2G(2)
Pavement Geometry	2L(1)-2L(4)
Ditch & Berm Sections	2E(1)-2E(2)

**Std. EW-12 ENDWALL 1**

STA	SLOPE
164+22 Lt.	2:1
164+80 Lt.	2:1
165+60 Lt.	2:1

**Fence Note:**  
 Prop. fence type, height, material, and color shall match existing fence or as approved by the Engineer.

METRIC SCALE



We Keep  
Virginia Moving

Virginia Department of Transportation

**FAX TRANSMITTAL COVER SHEET**

Williamsburg Residency  
4451 Ironbound Road  
Williamsburg, Virginia 23188  
(757)253-4832; (757)253-5148 Fax  
Steven W. Hicks  
Resident Engineer

Date: 4-4-03

To: Darryl Cook

From: John Mazur

Phone Number: 253-6673

Phone Number: 253-4832

Fax Number: 253-6850

Fax Number: 253-5148

Number of pages: 5 (Including this Transmittal Sheet)

Message: Forwarding per your previous request  
information regarding the BMP at  
News Rd and Monticello Ave.



COMMONWEALTH

DEPARTMENT OF TRANSPORTATION  
P.O. BOX 40  
WILLIAMSBURG, VA 23187-0040

DAVID R. GEHR  
COMMISSIONER

October 23, 1996

As Led  
Comments on  
proposal. Cont. 14  
High Elevation  
Measurements

Route: 199  
Project: 0199-047-F03, C503, D611, D612, D613  
FHWA: STP-199-5(003)  
Location: James City County

MEMORANDUM

TO: Ms. J. S. Wimbush  
FROM: Mr. Q. D. Elliott  
SUBJECT: Stormwater Management Facility "D"

Attached you will find a letter dated October 18, 1996, from Colony Realty Co. Beamer Construction Corp., requesting certain modifications to Stormwater Management Facility "D" on the above noted project.

Mr. Beamer agrees to maintain this pond through an agreement with James City County, and VDOT will have an agreement with James City County.

Your review and recommendation would be appreciated.

Sincerely,

Quintin D. Elliott  
Resident Engineer

*David C. Steele, Jr.*

By: David C. Steele, Jr.  
Trans. Constr. Project Engineer

DCS/kh  
xc: Joe Parker

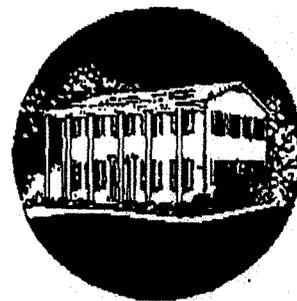
OCT-21-96 MON 12:19 IFCB USA

P. 01

# Colony Realty Company Beamer Construction Corporation

**REAL ESTATE SALES MANAGEMENT & DEVELOPMENT**

12441 WARWICK BOULEVARD • NEWPORT NEWS, VIRGINIA 23602 • PHONE (757) 877-8211 • FAX (757) 874-8268



Oct. 18, 1996

Quinton Elliot  
VDOT, Resident Engineer  
P. O. Box HD  
Williamsburg, VA 23187

Dear Mr. Elliot,

As per our recent conversation, I am writing to request that the design for the SWM Facility "D", at the corner of News Road Relocated and Monticello Avenue Extended, be changed from a dry basin to one that would hold 3 to 4 feet of water. This would be to allow for the installation of a fountain which would add to the aesthetics of the pond. Since this area is at the front of our Subdivision, we would like to make it as attractive as possible. We do not want however, to make the installation of a fence necessary as this would destroy any aesthetic improvement created by the fountain.

Sincerely,

LAWRENCE E. BEAMER, President  
Powhatan Enterprises, Inc.









9916 Langley and McDonald PLAC SHOPPING CENTER-17Z  
ENGINEERS • SURVEYORS • PLANNERS  
LANDSCAPE ARCHITECTS • ENVIRONMENTAL CONSULTANTS  
VIRGINIA BEACH • WILLIAMSBURG, VIRGINIA

Subject MONTICELLO MCTPLACE  
OUTPARCEL DRAINAGE

Computed By \_\_\_\_\_ Checked By \_\_\_\_\_

Project No. 1900026-003.03

Client S.L. NUSBAUM

Date 5-26-98 Sheet No. 2

### OUTFALL A-2 (@ 1/2 OF PARCELS 2D & 2E)

$$A = 0.5081 \text{ (1/2 OF PARCEL 2D)}$$

$$A = 0.5296 \text{ (1/2 OF PARCEL 2E)}$$

$$1.0377 \text{ AC}$$

$$C = 0.9$$

$$Q_{10} = 5.60 \text{ cfs} \Rightarrow \text{MIN. 15" RCP @ 0.80\%} \Rightarrow \text{vel} = 4.5 \text{ fps}$$

$$T_c = 10 \text{ min}$$

$$I_{10} = 6.0 \text{ in/hr.}$$

\* INSTALL VDOT BS-1 w/EG-1 (CLASS I) RIP-RAP APRON

\* DEVELOPER HAS OPTION TO TAKE 1/2 OF DRAINAGE AREA FOR PARCEL 2D (0.5081 AC) AND 1/2 OF PARCEL 2E (0.5296 AC) TO STRUCTURE A-2 OR ALL OF PARCEL 2E TO STRUCTURE A-4.

### OUTFALL A-4 (@ END OF WALL PARCEL 2E)

$$A = 1.0592 \text{ AC}$$

$$C = 0.9$$

$$T_c = 10 \text{ min}$$

$$Q_{10} = 5.72 \text{ cfs} \Rightarrow \text{MIN. 15" RCP @ 0.80\%} \Rightarrow \text{vel} = 4.5 \text{ fps}$$

$$I_{10} = 6.0 \text{ in/hr.}$$

\* INSTALL VDOT BS-1 w/EG-1 (CLASS I) RIP-RAP APRON

\* INSTALL CULVERT INLET SEDIMENT TRAP @ 15" PIPE @ END OF WALL (SEE MONTICELLO 3.XLS SPREADSHEET)

\* THIS OPTION GIVES OUTPARCEL DEVELOPER OPTION TO TAKE ALL OF PARCEL 2E DRAINAGE TO STRUCTURE A-4

FILE: **MONTICELLO3.XLS**  
 Project: **MONTICELLO MARKETPLACE**  
 Date: **08-May-98**

Langley & McDonald, P.C.  
 201 Packets Court  
 Williamsburg, Virginia 23185

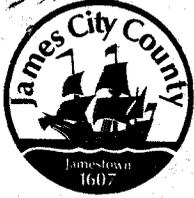
**SEDIMENT TRAP SIZING**

TRAP NUMBER	PRE-CONSTRUCTION DRAINAGE AREA (AC)	POST CONSTRUCTION DRAINAGE AREA (AC)	VOLUME REQUIRED (134CY/AC)	WET DEPTH (FT)	WATER SURFACE DIMENSIONS		AREA OF WATER SURFACE (SF)	DRY DEPTH (FT)	WET VOLUME PROVIDED (CY)	DRY VOLUME PROVIDED (CY)	TOTAL VOLUME PROVIDED (CY)	OK?
					LENGTH (FT)	WIDTH (FT)						
A-1	1.78	1.78	238.52	3.00	25	51	1275	2.00	120.42	119.33	239.75	YES
A-4	1.06	1.06	141.93	3.00	20	40	800	2.00	75.56	79.41	154.96	YES
A-3	0.26	0.26	34.61	2.30	12	20	240	1.40	17.38	17.90	35.28	YES

**OUTFALL SIZING**

**STANDARDS**

TRAP NUMBER	DRY DEPTH (FT)	OUTFALL SIZING				STANDARDS		
		Ho	H	W	L	Ho	H	W
A-1	2.0	2.0	1.0	2.0	10.68	2.0	1.0	2.0
A-4	2.0	2.0	1.0	2.0	6.36	2.5	1.5	2.5
A-3	1.4	1.4	0.4	#N/A	1.55	3.0	2.0	2.5
						2.5	2.5	3.0
						4.0	3.0	3.0
						4.5	3.5	4.0
						5.0	4.0	4.5



## DEVELOPMENT MANAGEMENT

101-E MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784  
(757) 253-6671

E-MAIL: devtman@james-city.va.us  
FAX: (757) 259-4032

ENVIRONMENTAL DIVISION  
(757) 253-6670  
ENVIRON@JAMES-CITY.VA.US

PLANNING  
(757) 253-6685  
PLANNING@JAMES-CITY.VA.US

COUNTY ENGINEER  
(757) 253-6678

MOSQUITO CONTROL  
(757) 259-4116

September 9, 2008

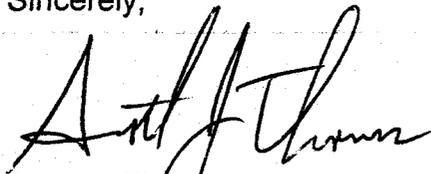
Wachovia Bank, N.A.  
Standby Letter of Credit Department, NC6034  
401 Linden Street  
Winston-Salem, NC 27101-0045

RE: Monticello Marketplace

Dear Sir or Madam:

The purpose of this letter is to authorize release of the \$25,000 Letter of Credit No. LC874-096218 posted to guarantee the installation of erosion and sedimentation control measures for the above referenced project. All measures have been completed in accordance with the Siltation Agreement and approved plans.

Sincerely,



Scott J. Thomas  
Environmental Director

cc: Monticello Marketplace - Jim Gresack .

Attachments

**Melanie Davis**

---

**From:** Angela M. King  
**Sent:** Tuesday, September 09, 2008 2:45 PM  
**To:** Melanie Davis  
**Subject:** RE: Declaration of Covenants for Monticello Marketplace

Melanie,

Per our discussion, we will release the \$25,000 Letter of Credit now that the agreement has been signed – it is not necessary for us to wait until the agreement has been recorded.

Thanks,  
Angela

---

**From:** Melanie Davis  
**Sent:** Tuesday, September 09, 2008 12:26 PM  
**To:** Angela M. King  
**Subject:** RE: Declaration of Covenants for Monticello Marketplace

Lawrence has called and said he will be in around 2:00 pm today to sign the agreement. I will bring it up to you as soon as it is signed. I just want to make sure I understand that we are going to release the \$25,000 Letter of Credit when the agreement is signed. If we are waiting until it is recorded, Mr. Gresock will have to renew this LC as it expires on Friday.

Melanie

---

**From:** Angela M. King  
**Sent:** Tuesday, September 09, 2008 12:03 PM  
**To:** Melanie Davis  
**Subject:** RE: Declaration of Covenants for Monticello Marketplace

Hello Melanie,  
Could you (or someone) please let me know when the signed agreement has been received from Lawrence. Mr. Gresock is asking for me to send him a copy.

Thanks,

---

**From:** Melanie Davis  
**Sent:** Monday, September 08, 2008 1:32 PM  
**To:** 'beamerconstruction@juno.com'  
**Cc:** Angela M. King; Darryl Cook  
**Subject:** Declaration of Covenants for Monticello Marketplace

Mr. Beamer,

Attached is the modified Declaration of Covenants that requires your notarized signature on the second page.

I have filled in the information on the first page based on the JCC Real Estate information for 231A Powhatan Secondary, where the BMP is located

If there is more than one covenantor, their notarized signature should be on page 3.

Also please complete the "prepared by" information on page 3.

<< File: Declaration Covenants BMP(Beamer).pdf >>

Call me if you have any questions.

Thanks

*Melanie Davis*  
*Sr. Engineering Assistant*  
*Environmental Division*  
*phone: 253-6866*

COUNTY OF JAMES CITY, VIRGINIA

DECLARATION OF COVENANTS  
INSPECTION/MAINTENANCE OF DRAINAGE SYSTEM

COPY

THIS DECLARATION, made this 8th day of **September, 2008**, between POWHATAN ENTERPRISES, INC, and all successors in interest, ("COVENANTOR(S)"), owner(s) of the following property:

Parcel Identification Number: 3830100032A

Legal Description: 2.53 AC CORNER OF NEWS RD & MONTICELLO AVE; POWHATAN ENTERPRISES, INC

Document No. 060031464

OR Deed Book \_\_\_\_\_, Page No. \_\_\_\_\_

and the County of James City, Virginia ("COUNTY.")

WITNESSETH:

NOW, THEREFORE I (We), the COVENANTOR(S), with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interests in the property described above, do hereby covenant with the COUNTY as follows:

1. The COVENANTOR(S) shall provide maintenance for the drainage system including any runoff control facilities, conveyance systems and associated easements, hereinafter referred to as the "SYSTEM," located on and serving the above-described property to ensure that the SYSTEM as it exists as of the date of this Declaration is and remains in proper working condition in accordance with approved design standards as reflected in the system, and with the law and applicable executive regulations. The SYSTEM shall not include any elements located within any Virginia Department of Transportation rights-of-way.

2. Maintenance costs regarding the SYSTEM shall be the responsibility of those properties contributing ("CONTRIBUTING PROPERTIES") to the SYSTEM. The COVENANTOR(S) and the CONTRIBUTING PROPERTIES shall, by a private separate agreement, determine the apportionment of maintenance costs.

3. If necessary, the COVENANTOR(S) shall levy regular or special assessments against all present or subsequent owners of property served by the SYSTEM to ensure that the SYSTEM is properly maintained.

4. The COVENANTOR(S) shall provide and maintain perpetual access from public right-of-ways to the SYSTEM for the COUNTY, its agent and its contractor.

5. The COVENANTOR(S) shall grant the COUNTY, its agent and its contractor a right of entry to the SYSTEM for the purpose of inspecting, monitoring, operating, installing, constructing, reconstructing, maintaining or repairing the SYSTEM.

6. If, after reasonable notice by the COUNTY, the COVENANTOR(S) shall fail to maintain the SYSTEM in accordance with the approved design standards and with the law and applicable executive regulations, the COUNTY may perform all necessary repair or maintenance work, and the COUNTY may assess the COVENANTOR(S) and/or all property served by the SYSTEM for the cost of the work and any applicable penalties.

*Original to  
County Atty 9/9/08*

7. The COVENANTOR(S) shall indemnify and save the COUNTY harmless from any and all claims for damages to persons or property arising from the installation, construction, maintenance, repair, operation or use of the SYSTEM.

7. The COVENANTOR(s) shall promptly notify the COUNTY when the COVENANTOR(S) legally transfers any of the COVENANTOR(S)' responsibilities for the SYSTEM. The COVENANTOR(S)' shall supply the COUNTY with a copy of any document of transfer, executed by both parties.

9. The covenants contained herein shall run with the land and shall bind the COVENANTOR(S) and the COVENANTOR(S)' heirs, executors, administrators, successors and assignees, and shall bind all present and subsequent owners of property served by the SYSTEM.

10. This COVENANT shall be recorded in the County Land Records.

IN WITNESS WHEREOF, the COVENANTOR(S) have executed this DECLARATION OF COVENANTS as of the date first above written.

COVENANTOR(S)

*[Handwritten Signature]*

Signature

*Lawrence E. Beamer, President*

Print Name and Title

**COPY**

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF James City, to wit:

I hereby certify that on this 9<sup>th</sup> day of September 2008, before the subscribed, a Notary Public for the Commonwealth of Virginia, personally appeared Lawrence E. Beamer and did acknowledge the foregoing instrument to be his/her Act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day of September 2008.

[SEAL]

*Melanie J. Lewis*  
Notary Public

Notary Registration Number: 7014335

My Commission expires: 12/31/10



COVENANTOR(S)

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to wit:

I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before the subscribed, a Notary Public for the Commonwealth of Virginia, personally appeared \_\_\_\_\_ and did acknowledge the foregoing instrument to be his/her Act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**COPY**

[SEAL]

\_\_\_\_\_  
Notary Public

Notary Registration Number: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

This Declaration of Covenants prepared by:

Name: Lawrence K. Berman  
Print Name: Robertson Enterprises Inc.  
Title: PRESIDENT  
Address: 212 Robertson Securities  
Williamsburg, VA 23188  
Phone Number: 757-880-6030

JAMES CITY COUNTY ENVIRONMENTAL DIVISION

Surety Tracking Sheet

Date: 7/21/08

Due Date: 7/25/08

Project Name: Monticello Marketplace Shopping Center

Requested By: Phone #:

Date Notified: Case Number: SP-40-97

Siltation Surety: Original \$ Current \$ 25,000 Needed \$ 25,000.00

\*maximum reduction of 80% of original bond amount unless project is to be released

- Calculate Evaluate/Reduce Release

Work to be completed for SILTATION Surety

- Stabilization of all disturbed areas
Removal of temporary erosion control measures
Submission of as-built drawings for stormwater management facility
Submission of construction certification for the stormwater management facility
Completion of field-related BMP items
Other -

Comments- Waiting M. L. Beamer to sign maintenance agreement per Dept. Conc

Subdivision Surety: Original \$ Current \$ Needed \$

\*maximum reduction of 80% of original bond amount unless project is to be released

- Calculate Evaluate/Reduce Release

Work to be completed for SUBDIVISION Surety

- Paving of streets
Dedication of streets to Virginia Dept of Transportation (VDOT) Amount Needed \$
Completion of water and sewer systems (JCSA) Amount Needed \$
Completion of water and sewer punchlist items
Submission of as-built drawings for water and sewer systems
Installation of street lights and street signs
Other -

Comments-

INDICATE YOUR APPROVAL BY INITIALING THE APPROPRIATE BLANK:

INSP SUPV CHF ENG DIR RELEASE PROJECT



# DEVELOPMENT MANAGEMENT

101-A MOUNTS BAY ROAD, P.O. Box 8784, WILLIAMSBURG, VIRGINIA 23187-8784  
(757) 253-6671

E-MAIL: devtman@james-city.va.us  
FAX: (757) 253-6822

ENVIRONMENTAL DIVISION  
(757) 253-6670  
environ@james-city.va.us

PLANNING  
(757) 253-6685  
planning@james-city.va.us

COUNTY ENGINEER  
(757) 253-6678

MOSQUITO CONTROL  
(757) 259-4116

August 5, 2008

Monticello Marketplace Assoc  
S L Nusbaum Realty Company  
Mr. James Gresock  
9211 Forest Hill Ave Suite 110  
Richmond VA 23235

*804-320-7600*  
*9/8 - Ben Jim Gresock*  
*met renews*  
*County Atty - working*  
*on Doc draft*

RE: Monticello Marketplace

Dear Mr. Gresock:

The purpose of this letter is to inform you that the \$25,000 Letter of Credit No. 874-096218 for the above referenced project expires on September 12, 2008. The Siltation Agreement states that prior to release of the surety all construction must be complete. The remaining item to be completed is the execution of an Inspection/Maintenance Agreement for the storm water basin. Once this item has been completed, the surety can be released.

James City County will grant an extension to this Letter of Credit for up to one year. We will require delivery of the revised Letter of Credit to the **James City County Environmental Division, 101 Mounts Bay Road, Williamsburg VA 23185**, no later than 4:00 p.m., September 5, 2008, to avoid draw of existing surety.

Sincerely,

*Scott J. Thomas/mjd*

Scott J. Thomas  
Director  
Environmental Division

cc: Wachovia Bank

**IOVIA**

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT

08/29/07

BENEFICIARY:  
JAMES CITY COUNTY  
ENVIRONMENTAL DIVISION  
POST OFFICE BOX 8784  
WILLIAMSBURG, VA. 23187

LETTER OF CREDIT NO. LC874-096218

GENTLEMEN:

WE AMEND OUR ABOVE REFERENCED LETTER OF CREDIT ISSUED IN YOUR FAVOR FOR THE ACCOUNT OF MONTICELLO MARKETPLACE ASSOCIATES, LLC AS FOLLOWS:

-EXPIRY DATE EXTENDED TO 09/12/08.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS AMENDMENT IS TO BE ATTACHED TO THE ORIGINAL LETTER OF CREDIT AND BECOMES AN INTEGRAL PART THEREOF.

SINCERELY,

*Angie Mendenhall*

AUTHORIZED SIGNATURE  
WACHOVIA BANK, NATIONAL ASSOCIATION  
EV06  
JR

THE ORIGINAL OF THIS LETTER OF CREDIT AMENDMENT CONTAINS AN EMBOSSED SEAL OVER THE AUTHORIZED SIGNATURE.

OUR CUSTOMER CARE PHONE NUMBER FOR ANY QUERIES IS 800-776-3862, OPTION 2.  
OUR FAX NUMBER IS 336-735-0950

**COPY**

**WACHOVIA**

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT

09/07/06

BENEFICIARY:  
JAMES CITY COUNTY  
ENVIRONMENTAL DIVISION  
POST OFFICE BOX 8784  
WILLIAMSBURG, VA. 23187

LETTER OF CREDIT NO. LC874-096218  
CURRENT BALANCE:USD 25,000.00

GENTLEMEN:

WE AMEND OUR ABOVE REFERENCED LETTER OF CREDIT ISSUED IN YOUR FAVOR FOR THE ACCOUNT OF MONTICELLO MARKETPLACE ASSOCIATES, LLC AS FOLLOWS:

-EXPIRY DATE EXTENDED TO 09/12/07.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS LETTER IS TO BE ATTACHED TO AND TO BECOME AN INTEGRAL PART OF THE ORIGINAL CREDIT INSTRUMENT.

SINCERELY,

*Angie Mendenhall*

AUTHORIZED SIGNATURE  
WACHOVIA BANK, NATIONAL ASSOCIATION  
EV05  
DDS

PLEASE DIRECT ANY CORRESPONDENCE INCLUDING DRAWING OR INQUIRY QUOTING OUR REFERENCE NUMBER TO:

WACHOVIA BANK, NATIONAL ASSOCIATION  
401 LINDEN STREET, MAIL CODE NC6034  
WINSTON SALEM, NORTH CAROLINA 27101

OUR CUSTOMER CARE PHONE NUMBER FOR ANY QUERIES IS 800-776-3862  
OUR FAX NUMBER IS 336-735-0950

**COPY**

**WACHOVIA**

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT

08/25/05

BENEFICIARY:  
JAMES CITY COUNTY  
ENVIRONMENTAL DIVISION  
POST OFFICE BOX 8784  
WILLIAMSBURG, VA. 23187

LETTER OF CREDIT NO. LC874-096218

GENTLEMEN:

WE AMEND OUR ABOVE REFERENCED LETTER OF CREDIT ISSUED IN YOUR FAVOR FOR THE ACCOUNT OF MONTICELLO MARKETPLACE ASSOCIATES, LLC AS FOLLOWS:

-EXPIRY DATE EXTENDED TO 09/12/06.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PLEASE NOTE THAT ANY AND ALL CORRESPONDENCE RELATED TO THIS LETTER OF CREDIT SHOULD NOW BE SENT TO WACHOVIA BANK, NATIONAL ASSOCIATION, 401 LINDEN STREET, WINSTON-SALEM, NC 27101-0045, ATTN: STANDBY LETTER OF CREDIT DEPARTMENT, NC6034.

ALL PHONE INQUIRES REGARDING THIS CREDIT SHOULD BE DIRECTED TO OUR STANDBY CUSTOMER CARE PROFESSIONALS AT : 1-800-776-3862.

THIS LETTER IS TO BE ATTACHED TO AND TO BECOME AN INTEGRAL PART OF THE ORIGINAL CREDIT INSTRUMENT.

SINCERELY,



AUTHORIZED SIGNATURE  
WACHOVIA BANK, NATIONAL ASSOCIATION  
EV04  
JR

**COPY**

# WACHOVIA

## AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT 08/31/04

BENEFICIARY:  
JAMES CITY COUNTY  
ENVIRONMENTAL DIVISION  
POST OFFICE BOX 8784  
WILLIAMSBURG, VA. 23187

LETTER OF CREDIT NO.  
LC874-096218

GENTLEMEN:

WE AMEND OUR ABOVE REFERENCED LETTER OF CREDIT ISSUED IN YOUR FAVOR FOR THE ACCOUNT OF MONTICELLO MARKETPLACE ASSOCIATES, LLC AS FOLLOWS:

-EXPIRY DATE EXTENDED TO 09/12/05.

PLEASE NOTE THAT ANY AND ALL CORRESPONDENCE RELATED TO THIS LETTER OF CREDIT SHOULD NOW BE SENT TO WACHOVIA BANK, NATIONAL ASSOCIATION, 401 LINDEN STREET, WINSTON-SALEM, NC 27101-0045, ATTN: STANDBY LETTER OF CREDIT DEPARTMENT, NC6034.

ALL PHONE INQUIRES REGADING THIS CREDIT SHOULD BE DIRECTED TO OUR STANDBY CUSTOMER CARE PROFESSIONALS AT : 1-800-776-3862.

THIS LETTER IS TO BE ATTACHED TO AND TO BECOME AN INTEGRAL PART OF THE ORIGINAL CREDIT INSTRUMENT.

SINCERELY,

*Kristen B Hill*

AUTHORIZED SIGNATURE  
WACHOVIA BANK, NATIONAL ASSOCIATION  
EV03  
DDS

**COPY**

# WACHOVIA

## AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT 08/19/03

BENEFICIARY:  
JAMES CITY COUNTY  
ENVIRONMENTAL DIVISION  
POST OFFICE BOX 8784  
WILLIAMSBURG, VA. 23187

LETTER OF CREDIT NO.  
LC874-096218

GENTLEMEN:

WE AMEND OUR ABOVE REFERENCED LETTER OF CREDIT ISSUED IN YOUR FAVOR FOR THE ACCOUNT OF MONTICELLO MARKETPLACE ASSOCIATES, LLC AS FOLLOWS:

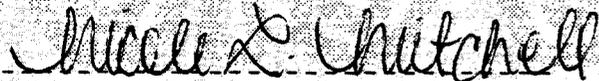
-EXPIRY DATE EXTENDED TO 09/12/04.

PLEASE NOTE THAT ANY AND ALL CORRESPONDENCE RELATED TO THIS LETTER OF CREDIT SHOULD NOW BE SENT TO WACHOVIA BANK, NATIONAL ASSOCIATION, 401 LINDEN STREET, WINSTON-SALEM, NC 27101, ATTN: STANDBY LETTER OF CREDIT DEPARTMENT, NC6034.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS LETTER IS TO BE ATTACHED TO AND TO BECOME AN INTEGRAL PART OF THE ORIGINAL CREDIT INSTRUMENT.

SINCERELY,



AUTHORIZED SIGNATURE  
WACHOVIA BANK, NATIONAL ASSOCIATION  
EV07  
TKP.

**COPY**

PLEASE DIRECT ANY WRITTEN CORRESPONDENCE INCLUDING DRAWING OR INQUIRIES ALWAYS QUOTING OUR REFERENCE NUMBER TO:  
WACHOVIA BANK, NATIONAL ASSOCIATION  
401 LINDEN STREET, 1ST FLOOR ATTN: STANDBY LETTERS OF CREDIT  
WINSTON-SALEM, NORTH CAROLINA 27101

ALL PHONE INQUIRIES REGARDING THIS CREDIT SHOULD BE DIRECTED TO OUR STANDBY CUSTOMER CARE PROFESSIONALS AT: 1-800-776-3862.

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT  
08/30/02

BENEFICIARY:  
JAMES CITY COUNTY  
ENVIRONMENTAL DIVISION  
POST OFFICE BOX 8784  
WILLIAMSBURG, VA. 23187

LETTER OF CREDIT NO.  
LC874-096218

GENTLEMEN:

WE AMEND OUR ABOVE REFERENCED LETTER OF CREDIT ISSUED IN YOUR FAVOR  
FOR THE ACCOUNT OF MONTICELLO MARKETPLACE ASSOCIATES, LLC AS FOLLOWS:

-EXPIRY DATE EXTENDED TO 09/12/03

PLEASE NOTE THAT ANY AND ALL CORRESPONDENCE RELATED TO THIS LETTER OF CREDIT  
SHOULD NOW BE SENT TO WACHOVIA BANK, NATIONAL ASSOCIATION, 401 LINDEN STREET,  
WINSTON-SALEM, NC 27101-0045, ATTN: STANDBY LETTER OF CREDIT DEPARTMENT,  
NC6034.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS LETTER IS TO BE ATTACHED TO AND TO BECOME AN INTEGRAL PART OF THE ORIGINAL  
CREDIT INSTRUMENT.

SINCERELY,



AUTHORIZED SIGNATURE  
WACHOVIA BANK, NATIONAL ASSOCIATION  
EV06  
CLK/ADE

COPY

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NO: LC874-096218  
AMENDMENT NUMBER: 5

AUGUST 20, 2001

APPLICANT:  
MONTICELLO MARKETPLACE ASSOCIATES,  
LLC C/O S.L. NUSBAUM REALTY COMPANY  
1000 NATIONSBANK BUILDING  
NORFOLK, VA 23510

BENEFICIARY:  
JAMES CITY COUNTY  
ENVIRONMENTAL DIVISION  
POST OFFICE BOX 8784  
WILLIAMSBURG, VA. 23187

THIS AMENDMENT IS TO BE CONSIDERED PART OF THE ABOVE-REFERENCED CREDIT AND MUST BE ATTACHED THERETO.

THE CREDIT IS AMENDED AS FOLLOWS:

THE DATE OF EXPIRY IS AMENDED TO: SEPTEMBER 12, 2002.

WE CALL TO YOUR ATTENTION THAT ALL OTHER TERMS AND CONDITIONS AS PREVIOUSLY STATED REMAIN UNCHANGED.

PLEASE NOTE THAT THE BENEFICIARY'S ACCEPTANCE OR NON ACCEPTANCE OF THIS AMENDMENT IS REQUIRED IN ACCORDANCE WITH UCP500 ARTICLE 9(D)III. PLEASE OBTAIN THE BENEFICIARY'S ACCEPTANCE OR NON ACCEPTANCE AND NOTIFY US OF THE STATUS.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS DOCUMENTARY CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

VERY TRULY YOURS,

WACHOVIA BANK, N.A.

BY: Michele Mitchell

COPY

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NO: LC874-096218

AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

**COPY**

PAGE: 1

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NO: LC874-096218  
AMENDMENT NUMBER: 4

SEPTEMBER 6, 2000

APPLICANT:  
MONTICELLO MARKETPLACE ASSOCIATES,  
LLC C/O S.L. NUSBAUM REALTY COMPANY  
1000 NATIONSBANK BUILDING  
NORFOLK, VA 23510

BENEFICIARY:  
JAMES CITY COUNTY  
ENVIRONMENTAL DIVISION  
POST OFFICE BOX 8784  
WILLIAMSBURG, VA. 23187

THIS AMENDMENT IS TO BE CONSIDERED PART OF THE ABOVE-REFERENCED CREDIT AND MUST BE ATTACHED THERETO.

THE CREDIT IS AMENDED AS FOLLOWS:

THE AMOUNT OF THIS CREDIT HAS BEEN DECREASED BY USD 20,000.00.  
THE AMOUNT OF THE CREDIT ISSUED NOW TOTALS USD 25,000.00.

THE DATE OF EXPIRY IS AMENDED TO: SEPTEMBER 12, 2001.

WE CALL TO YOUR ATTENTION THAT ALL OTHER TERMS AND CONDITIONS AS PREVIOUSLY STATED REMAIN UNCHANGED.

PLEASE NOTE THAT THE BENEFICIARY'S ACCEPTANCE OR NON ACCEPTANCE OF THIS AMENDMENT IS REQUIRED IN ACCORDANCE WITH UCP500 ARTICLE 9(D) III. PLEASE OBTAIN THE BENEFICIARY'S ACCEPTANCE OR NON ACCEPTANCE AND NOTIFY US OF THE STATUS.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS DOCUMENTARY CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

VERY TRULY YOURS,

WACHOVIA BANK, N.A.

COPY

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NO: LC874-096218

BY: Kimberly Crawford  
AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

COPY

PAGE: 1

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NO: LC874-096218  
AMENDMENT NUMBER: 3

AUGUST 23, 1999

APPLICANT:  
MONTICELLO MARKETPLACE ASSOCIATES,  
LLC C/O S.L. NUSBAUM REALTY COMPANY  
1000 NATIONSBANK BUILDING  
NORFOLK, VA 23510

BENEFICIARY:  
JAMES CITY COUNTY  
ENVIRONMENTAL DIVISION  
POST OFFICE BOX 8784  
WILLIAMSBURG, VA. 23187

THIS AMENDMENT IS TO BE CONSIDERED PART OF THE ABOVE-REFERENCED CREDIT AND MUST BE ATTACHED THERETO.

THE CREDIT IS AMENDED AS FOLLOWS:

THE AMOUNT OF THIS CREDIT HAS BEEN DECREASED BY USD 30,000.00.  
THE AMOUNT OF THE CREDIT ISSUED NOW TOTALS USD 45,000.00.

THE DATE OF EXPIRY IS AMENDED TO: SEPTEMBER 12, 2000.

WE CALL TO YOUR ATTENTION THAT ALL OTHER TERMS AND CONDITIONS AS PREVIOUSLY STATED REMAIN UNCHANGED.

PLEASE NOTE THAT THE BENEFICIARY'S ACCEPTANCE OR NON ACCEPTANCE OF THIS AMENDMENT IS REQUIRED IN ACCORDANCE WITH UCP500 ARTICLE 9(D) III. PLEASE OBTAIN THE BENEFICIARY'S ACCEPTANCE OR NON ACCEPTANCE AND NOTIFY US OF THE STATUS.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS DOCUMENTARY CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

VERY TRULY YOURS,  
WACHOVIA BANK, N.A.

COPY

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NO: LC874-096218

BY: *Linda A. Hargett*  
AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

COPY

PAGE: 1

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NO: LC874-096218  
AMENDMENT NUMBER: 2

SEPTEMBER 2, 1998

APPLICANT:  
MONTICELLO MARKETPLACE ASSOCIATES,  
LLC C/O S.L. NUSBAUM REALTY COMPANY  
1000 NATIONSBANK BUILDING  
NORFOLK, VA 23510

BENEFICIARY:  
JAMES CITY COUNTY  
ENVIRONMENTAL DIVISION  
POST OFFICE BOX 8784  
WILLIAMSBURG, VA. 23187

THIS AMENDMENT IS TO BE CONSIDERED PART OF THE ABOVE-REFERENCED CREDIT AND MUST BE ATTACHED THERETO.

THE CREDIT IS AMENDED AS FOLLOWS:

THE AMOUNT OF THIS CREDIT HAS BEEN DECREASED BY USD 145,000.00.  
THE AMOUNT OF THE CREDIT ISSUED NOW TOTALS USD 75,000.00.

THE DATE OF EXPIRY IS AMENDED TO: SEPTEMBER 12, 1999.

WE CALL TO YOUR ATTENTION THAT ALL OTHER TERMS AND CONDITIONS AS PREVIOUSLY STATED REMAIN UNCHANGED.

PLEASE NOTE THAT THE BENEFICIARY'S ACCEPTANCE OR NON ACCEPTANCE OF THIS AMENDMENT IS REQUIRED IN ACCORDANCE WITH UCP500 ARTICLE 9(D) III. PLEASE OBTAIN THE BENEFICIARY'S ACCEPTANCE OR NON ACCEPTANCE AND NOTIFY US OF THE STATUS.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS DOCUMENTARY CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

VERY TRULY YOURS,

WACHOVIA BANK, N.A.

COPY

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NO: LC874-096218

BY: Kellie S. Chate  
AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

COPY

PAGE: 1

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NO: LC874-096218  
AMENDMENT NUMBER: 1

JUNE 1, 1998

APPLICANT:  
MONTICELLO MARKETPLACE ASSOCIATES,  
LLC C/O S.L. NUSBAUM REALTY COMPANY  
1000 NATIONSBANK BUILDING  
NORFOLK, VA 23510

BENEFICIARY:  
JAMES CITY COUNTY  
ENVIRONMENTAL DIVISION  
POST OFFICE BOX 8784  
WILLIAMSBURG, VA. 23187

THIS AMENDMENT IS TO BE CONSIDERED PART OF THE ABOVE-REFERENCED CREDIT AND MUST BE ATTACHED THERETO.

THE CREDIT IS AMENDED AS FOLLOWS:

BENEFICIARY'S SIGNED STATEMENT NOW TO READ: "YOUR WRITTEN STATEMENT THAT MONTICELLO MARKETPLACE ASSOCIATES, LLC HAS FAILED TO SATISFACTORILY PERFORM, PRIOR TO THE EXPIRATION OF THIS LETTER OF CREDIT, ALL OR PART OF THE TERMS AND CONDITIONS OF THE SILTATION AGREEMENT DATED SEPTEMBER 10, 1997, PERTAINING TO THE MONTICELLO MARKETPLACE SHOPPING CENTER AND INCLUDING OFFSITE BORROW PLAN DATED MARCH 20, 1998 OR ANY PLANS APPROVED BY AND ON FILE WITH THE COUNTY OF JAMES CITY AND THAT JAMES CITY COUNTY IS, IN CONSEQUENCES ENTITLED TO THE AMOUNT OF THE ACCOMPANYING DRAFT."

WE CALL TO YOUR ATTENTION THAT ALL OTHER TERMS AND CONDITIONS AS PREVIOUSLY STATED REMAIN UNCHANGED.

PLEASE NOTE THAT THE BENEFICIARY'S ACCEPTANCE OR NON ACCEPTANCE OF THIS AMENDMENT IS REQUIRED IN ACCORDANCE WITH UCP500 ARTICLE 9(D)III. PLEASE OBTAIN THE BENEFICIARY'S ACCEPTANCE OR NON ACCEPTANCE AND NOTIFY US OF THE STATUS.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS DOCUMENTARY CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

COPY

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NO: LC874-096218

VERY TRULY YOURS,

WACHOVIA BANK, N.A.

BY: Brian E. Perryman  
AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

COPY

## AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT

MARCH 23, 1998

IRREVOCABLE STANDBY LETTER OF CREDIT LC874-096218  
( PREVIOUS L/C NO: SB013361 )BENEFICIARY:  
JAMES CITY COUNTY  
ENVIRONMENTAL DIVISION  
POST OFFICE BOX 8784  
WILLIAMSBURG, VA. 23187APPLICANT:  
MONTICELLO MARKETPLACE ASSOCIATES,  
LLC C/O S.L. NUSBAUM REALTY COMPANY  
1000 NATIONSBANK BUILDING  
NORFOLK, VA 23510

EFFECTIVE MARCH 20, 1998, CENTRAL FIDELITY NATIONAL BANK AND JEFFERSON NATIONAL BANK OFFICIALLY MERGED WITH WACHOVIA BANK, N.A. AS PART OF WACHOVIA'S CONTINUING EFFORTS TO MAKE OPTIMUM USE OF ITS RESOURCES WHILE ENSURING QUALITY AND MANAGING EXPENSE GROWTH, THE INTERNATIONAL OPERATIONAL SERVICES OF CENTRAL FIDELITY AND JEFFERSON NATIONAL BANKS HAVE BEEN CONSOLIDATED INTO WACHOVIA'S INTERNATIONAL OPERATIONS LOCATED IN WINSTON-SALEM, NORTH CAROLINA.

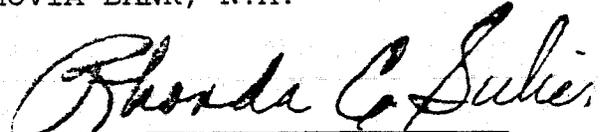
OUR LETTER OF CREDIT NUMBER HAS BEEN AMENDED TO READ: LC874-096218. IN ANY FUTURE CORRESPONDENCE PLEASE USE OUR NEW LETTER OF CREDIT NUMBER IN ORDER FOR US TO IDENTIFY THE LETTER OF CREDIT.

WE CALL TO YOUR ATTENTION THAT ALL OTHER TERMS AND CONDITIONS AS PREVIOUSLY STATED REMAIN UNCHANGED.

VERY TRULY YOURS,

WACHOVIA BANK, N.A.

BY:



AUTHORIZED SIGNATURE

PLEASE DIRECT ANY CORRESPONDENCE INCLUDING DRAWING OR INQUIRY QUOTING OUR REFERENCE NUMBER TO WACHOVIA BANK, N.A. 301 N MAIN STREET, WINSTON-SALEM, NC 27150, ATTN: STANDBY LETTER OF CREDIT UNIT.

THIS DOCUMENT CONSISTS OF 1 PAGE(S).

COPY

Central Fidelity National Bank

International Division

1021 E. Cary Street • Richmond, Virginia 23219 U.S.A. • (804) 697-6858 • SWIFT CFBRUS33 • Telex 240518 CFB UR

ISSUING BANK: CENTRAL FIDELITY NATIONAL BANK INTERNATIONAL DIVISION 1021 EAST CARY STREET RICHMOND, VIRGINIA 23219 U.S.A.	IRREVOCABLE STANDBY LETTER OF CREDIT	NUMBER SB-013361
PLACE AND DATE OF ISSUE: RICHMOND, VIRGINIA 1997 SEPTEMBER 12	PLACE AND DATE OF EXPIRY: AT OUR COUNTERS 1998 SEPTEMBER 12	
APPLICANT: MONTICELLO MARKETPLACE ASSOCIATES, LLC C/O S.L. NUSBAUM REALTY COMPANY 1000 NATIONS BANK BUILDING NORFOLK, VA. 23510	BENEFICIARY: JAMES CITY COUNTY ENVIRONMENTAL DIVISION POST OFFICE BOX 8784 WILLIAMSBURG, VA. 23187	
	AMOUNT: USD220,000.00 UP TO AN AGGREGATE THEREOF	
PARTIAL DRAWINGS: NOT PERMITTED.	CREDIT AVAILABLE WITH: CENTRAL FIDELITY NATIONAL BANK 1021 E. CARY STREET PO BOX 27602 RICHMOND, VA 23219 BY: PAYMENT Against presentation of documents detailed herein and drafts at: SIGHT Drawn on: CENTRAL FIDELITY NATIONAL BANK 1021 EAST CARY STREET RICHMOND, VIRGINIA 23219	

We hereby issue our irrevocable standby letter of credit in favor of beneficiary.

Documents Required:

AS OUTLINED BELOW:

WE HEREBY ISSUE THIS IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR WHICH IS AVAILABLE AGAINST YOUR DRAFTS AT SIGHT ON CENTRAL FIDELITY NATIONAL BANK. EACH DRAFT HEREUNDER MUST BEAR UPON ITS FACE "DRAWN UNDER LETTER OF CREDIT NO.

Continued on page 2.

**COPY**

1021 E. Cary Street • Richmond, Virginia 23219 U.S.A. • (804) 697-6858 • SWIFT CFBRUS33 • Telex 240518 CFB UR

Page: 2  
Letter of Credit No. SB-013361  
09/12/1997

SB-013361, DATED SEPTEMBER 12, 1997, OF CENTRAL FIDELITY NATIONAL BANK, 1021 EAST CARY STREET RICHMOND, VIRGINIA 23219 ATTN: INTERNATIONAL DIVISION" AND BE ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT AND THE FOLLOWING DOCUMENTS:

YOUR WRITTEN STATEMENT THAT MONTICELLO MARKETPLACE ASSOCIATES, LLC HAS FAILED TO SATISFACTORILY PERFORM, PRIOR TO THE EXPIRATION OF THIS LETTER OF CREDIT, ALL OR PART OF THE TERMS AND CONDITIONS OF THE SILTATION AGREEMENT DATED SEPTEMBER 10, 1997, PERTAINING TO THE MONTICELLO MARKETPLACE SHOPPING CENTER OR ANY PLANS APPROVED BY AND ON FILE WITH THE COUNTY OF JAMES CITY AND THAT JAMES CITY COUNTY IS, IN CONSEQUENCES ENTITLED TO THE AMOUNT OF THE ACCOMPANYING DRAFT.

IN ADDITION TO THE LOCATION LISTED ABOVE, THIS LETTER OF CREDIT MAY BE DRAWN AT ALL LOCAL OFFICES OF CENTRAL FIDELITY NATIONAL BANK. A DRAW AT A LOCAL OFFICE SHALL BE DEEMED MADE WHEN RECEIVED BY THE LOCAL OFFICE AND SHALL HAVE THE SAME CAUSE AND EFFECT AS A DRAW AT THE MAIN OFFICE OF CENTRAL FIDELITY NATIONAL BANK.

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE  
INTERNATIONAL DIVISION

Anthony Conte, VP

COPY



## DEVELOPMENT MANAGEMENT

101-A MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784

E-MAIL: [devman@james-city.va.us](mailto:devman@james-city.va.us)

(757) 253-6671

FAX: (757) 253-6822

ENVIRONMENTAL DIVISION  
(757) 253-6670

PLANNING  
(757) 253-6685

COUNTY ENGINEER  
(757) 253-6678

INTEGRATED PEST MANAGEMENT  
(757) 259-4116

[EnvDiv@james-city.va.us](mailto:EnvDiv@james-city.va.us)

[planning@james-city.va.us](mailto:planning@james-city.va.us)

August 6, 2007

Monticello Marketplace Assoc  
S L Nusbaum Realty Company  
Mr. James Gresock  
9211 Forest Hill Ave Suite 110  
Richmond VA 23235

RE: Monticello Marketplace

Dear Mr. Gresock:

The purpose of this letter is to inform you that the \$25,000 Letter of Credit No. 874-096218 for the above referenced project expires on September 12, 2007. The Siltation Agreement states that prior to release of the surety all construction must be complete. The remaining item to be completed is the execution of an Inspection/Maintenance Agreement for the storm water basin. Once this item has been completed, the surety can be released.

James City County will grant an extension to this Letter of Credit for up to one year. We will require delivery of the revised Letter of Credit to the **James City County Environmental Division, 101 Mounts Bay Road, Williamsburg VA 23185**, no later than 4:00 p.m., **September 5, 2007**, to avoid draw of existing surety.

Sincerely,

Scott J. Thomas  
Director  
Environmental Division

cc: Wachovia Bank

Surety Tracking Sheet

Date: 7/23/2007

Due Date: 7/27/2007

Project Name: Monticello Marketplace Shopping Center

8/5

Original Surety - \_\_\_\_\_ Current Surety at (full) (reduced) amount \_\_\_\_\_

Requested By: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date Notified: \_\_\_\_\_

Siltation Surety: Original \$ \_\_\_\_\_ Current \$ 25,000 Needed \$ 25,000

\*maximum reduction of 80% of original bond amount unless project is to be released

Calculate  Evaluate/Reduce  Release

Work to be completed for SILTATION Surety

- Stabilization of all disturbed areas
- Removal of temporary erosion control measures
- Submission of as-built drawings for stormwater management facility
- Submission of construction certification for the stormwater management facility
- Completion of field-related BMP items

Other -

Comments- Hold all until BMP/Maintenance agreement has been produced Per DEC

Subdivision Surety: Original \$ \_\_\_\_\_ Current \$ \_\_\_\_\_ Needed \$ \_\_\_\_\_

\*maximum reduction of 80% of original bond amount unless project is to be released

Calculate  Evaluate/Reduce  Release

Work to be completed for SUBDIVISION Surety

- Paving of streets
- Dedication of streets to Virginia Department of Transportation  
Amount Needed \$ VDOT \_\_\_\_\_
- Completion of water and sewer systems  
Amount Needed \$ JCSA \_\_\_\_\_
- Completion of water and sewer punchlist items
- Submission of as-built drawings for water and sewer systems
- Installation of street lights and street signs

Other -

Comments-

INDICATE YOUR APPROVAL BY INITIALING THE APPROPRIATE BLANK:  
 INSP. JLB 7/24/07 SJT \_\_\_\_\_ DEC \_\_\_\_\_ JB \_\_\_\_\_  
 Revised 3/24/06



# DEVELOPMENT MANAGEMENT

804-320-7600

101-E MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784  
(757) 253-6671 Fax: (757) 259-4032 E-MAIL: devtman@james-city.va.us

ENVIRONMENTAL DIVISION  
(757) 253-6670  
environ@james-city.va.us

PLANNING  
(757) 253-6685  
planning@james-city.va.us

COUNTY ENGINEER  
(757) 253-6678

MOSQUITO CONTROL  
(757) 259-4116

August 2, 2006

Monticello Marketplace Assoc  
S L Nusbaum Realty Company  
Mr. James Gresock  
9211 Forest Hill Ave Suite 110  
Richmond VA 23235

RE: Monticello Marketplace

Dear Mr. Gresock:

The purpose of this letter is to inform you that the \$25,000 Letter of Credit No. 874-096218 for the above referenced project expires on September 12, 2006. The Siltation Agreement states that prior to release of the surety all construction must be complete. The remaining items to be completed are the completion of the field-related BMP items. Once these items have been completed, the surety can be released.

James City County will grant an extension to this Letter of Credit for up to one year. We will require delivery of the revised Letter of Credit to the **James City County Environmental Division, 101 Mounts Bay Road, Williamsburg VA 23185**, no later than 4:00 p.m., September 5, 2006, to avoid draw of existing surety.

Sincerely,

*Darryl Cook*  
*DE*

Darryl E. Cook  
Environmental Director

cc: Wachovia Bank

9/6-christine (Wachovia) will have it here NLT Fri (8th) 757-628-0429.

9/8-Chris chkg Duplicate original, Angie, -60 overnight today & will be here Monday. Original lost by UPS Tracking # was 1ZR768V301 99671211



## DEVELOPMENT MANAGEMENT

101-E MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784  
(757) 253-6671 Fax: (757) 253-6850 E-MAIL: devtman@james-city.va.us

CODE COMPLIANCE  
(757) 253-6626  
codecomp@james-city.va.us

ENVIRONMENTAL DIVISION  
(757) 253-6670  
environ@james-city.va.us

PLANNING  
(757) 253-6685  
planning@james-city.va.us

COUNTY ENGINEER  
(757) 253-6678  
MOSQUITO CONTROL  
(757) 259-4116

August 19, 2005

Monticello Marketplace Assoc  
S L Nusbaum Realty Company  
Mr. James Gresock  
9211 Forest Hill Ave Suite 110  
Richmond VA 23235

RE: Monticello Marketplace

Dear Mr. Gresock:

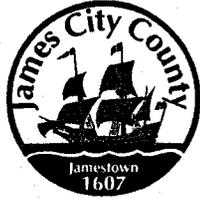
The purpose of this letter is to inform you that the \$25,000 Letter of Credit No. 874-096218 for the above referenced project expires on September 12, 2005. The Siltation Agreement states that prior to release of the surety all construction must be complete. The remaining items to be completed are the completion of the field-related BMP items. Once these items have been completed, the surety can be released.

James City County will grant an extension to this Letter of Credit for up to one year. We will require delivery of the revised Letter of Credit to the **James City County Environmental Division, 101 Mounts Bay Road, Williamsburg VA 23185**, no later than 4:00 p.m., September 5, 2005, to avoid draw of existing surety.

Sincerely,

Darryl E. Cook  
Environmental Director

cc: Wachovia Bank



## DEVELOPMENT MANAGEMENT

101-E MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784  
(757) 253-6671 Fax: (757) 253-6850 E-MAIL: devtman@james-city.va.us

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(757) 253-6670

environ@james-city.va.us

PLANNING

(757) 253-6685

planning@james-city.va.us

COUNTY ENGINEER

(757) 253-6678

INTEGRATED PEST MANAGEMENT

(757) 253-2620

August 9, 2004

Monticello Marketplace Assoc. LLC  
c/o S L Nusbaum Realty Company  
Mr. James Gresock  
1000 Nationsbank Building  
Norfolk VA 23510

RE: Monticello Marketplace

Dear Mr. Gresock:

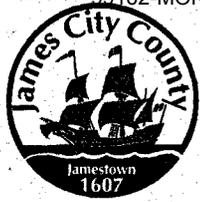
The purpose of this letter is to inform you that the \$25,000 Letter of Credit No. 874-096218 for the above referenced project expires on September 12, 2004. The Siltation Agreement states that prior to release of the surety all construction must be complete. The remaining items to be completed are the submission of the as-built drawings for the stormwater detention facility and the completion of the Inspection/Maintenance Agreement for the stormwater basin. Once these items have been completed, the surety can be released.

James City County will grant an extension to this Letter of Credit for up to one year. We will require delivery of the revised Letter of Credit to the **James City County Environmental Division, 101 Mounts Bay Road, Williamsburg VA 23185** no later than 4:00 p.m., September 3, 2004, to avoid draw of existing surety.

Sincerely,

Darryl E. Cook  
Environmental Director

cc: Wachovia Bank



# DEVELOPMENT MANAGEMENT

101-E MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784  
(757) 253-6671 Fax: (757) 253-6850 E-MAIL: devtman@james-city.va.us

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(757) 253-6685

planning@james-city.va.us

COUNTY ENGINEER  
(757) 253-6678

INTEGRATED PEST MANAGEMENT  
(757) 253-2620

August 6, 2003

Monticello Marketplace Assoc. LLC  
c/o S L Nusbaum Realty Company  
Mr. James Gresock  
1000 Nationsbank Building  
Norfolk VA 23510

RE: Monticello Marketplace

Dear Mr. Gresock:

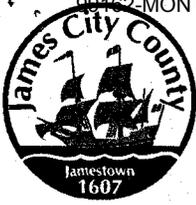
The purpose of this letter is to inform you that the \$25,000 Letter of Credit No. 874-096218 for the above referenced project expires on September 12, 2003. The Siltation Agreement states that prior to release of the surety all construction must be complete. The remaining items to be completed are the submission of the as-built drawings for the stormwater detention facility and the completion of the Inspection/Maintenance Agreement for the stormwater basin. Once these items have been completed, the surety can be released.

James City County will grant an extension to this Letter of Credit for up to one year. We will require delivery of the revised Letter of Credit to the **James City County Environmental Division, 101 Mounts Bay Road, Williamsburg VA 23185** no later than 4:00 p.m., September 5, 2003, to avoid draw of existing surety.

Sincerely,

Darryl E. Cook  
Environmental Director

cc: Wachovia Bank



## DEVELOPMENT MANAGEMENT

101-E MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784  
 (757) 253-6671 Fax: (757) 253-6850 E-MAIL: devtman@james-city.va.us

CODE COMPLIANCE  
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 environ@james-city.va.us

PLANNING  
 (757) 253-6685  
 planning@james-city.va.us

COUNTY ENGINEER  
 (757) 253-6678  
 INTEGRATED PEST MANAGEMENT  
 (757) 253-2620

August 8, 2002

Monticello Marketplace Assoc. LLC  
 c/o S L Nusbaum Realty Company  
 Mr. James Gresock  
 1000 Nationsbank Building  
 Norfolk VA 23510

RE: Monticello Marketplace & Borrow Area

Dear Mr. Gresock:

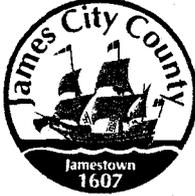
The purpose of this letter is to inform you that the \$25,000 Letter of Credit No. 874-096218 for the above referenced project expires on September 12, 2002. As the Borrow Pit Area has been completed it can be removed from the letter of credit, however additional work needs to be done on the Shopping Center. The Siltation Agreement states that prior to release of the surety all construction must be complete. Remaining items to be completed are the ~~removal of all temporary erosion control measures~~, the submission of the as-built drawings for the stormwater detention facility, the completion of the Inspection/Maintenance Agreement for the stormwater basin and the conversion of the sediment basin to its permanent configuration. Once these items have been completed, the surety can be released.

James City County will grant an extension to this Letter of Credit for up to one year. We will require delivery of the revised Letter of Credit to the **James City County Environmental Division, 101 Mounts Bay Road, Williamsburg VA 23185** no later than 4:00 p.m., September 5, 2002, to avoid draw of existing surety.

Sincerely,

Darryl E. Cook  
 Environmental Director

cc: Wachovia Bank



## DEVELOPMENT MANAGEMENT

101-E MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784  
(757) 253-6671 Fax: (757) 253-6850 E-MAIL: devtman@james-city.va.us

CODE COMPLIANCE  
(757) 253-6626  
codecomp@james-city.va.us

ENVIRONMENTAL DIVISION  
(757) 253-6670  
environ@james-city.va.us

PLANNING  
(757) 253-6685  
planning@james-city.va.us

COUNTY ENGINEER  
(757) 253-6678  
INTEGRATED PEST MANAGEMENT  
(757) 259-4116

August 6, 2001

Monticello Marketplace Assoc. LLC  
c/o S L Nusbaum Realty Company  
Mr. James Gresock  
1000 Nationsbank Building  
Norfolk VA 23510

RE: Monticello Marketplace & Borrow Area

Dear Mr. Gresock:

The purpose of this letter is to inform you that the \$25,000 Letter of Credit No. 874-096218 for the above referenced project expires on September 12, 2001. As stated in the Siltation Agreement prior to release of the surety all construction must be complete. Remaining items to be completed are the removal of all temporary erosion control measures, the submission of the as-built drawings for the stormwater detention facility, the completion of the Inspection/Maintenance Agreement for the stormwater basin and the conversion of the sediment basin to its permanent configuration. Once these items have been completed, the surety can be released.

James City County will grant an extension to this Letter of Credit for up to one year. We will require delivery of the revised Letter of Credit to the **James City County Environmental Division, 101 Mounts Bay Road, Williamsburg VA 23185** no later than 4:00 p.m., September 5, 2001, to avoid draw of existing surety.

Sincerely,

Darryl E. Cook  
Environmental Director

cc: Wachovia Bank



# DEVELOPMENT MANAGEMENT

804-320-7600

101-E MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784  
(757) 253-6671 Fax: (757) 253-6850 E-MAIL: devtman@james-city.va.us

CODE COMPLIANCE  
(757) 253-6626  
codecomp@james-city.va.us

ENVIRONMENTAL DIVISION  
(757) 253-6670  
environ@james-city.va.us

PLANNING  
(757) 253-6685  
planning@james-city.va.us

COUNTY ENGINEER  
(757) 253-6678  
INTEGRATED PEST MANAGEMENT  
(757) 253-2620

August 28, 2000

Monticello Marketplace Assoc. LLC  
c/o S L Nusbaum Realty Company  
Mr. James Gresock  
1000 Nationsbank Building  
Norfolk VA 23510

RE: Monticello Marketplace & Borrow Area

Dear Mr. Gresock:

The purpose of this letter is to inform you that the \$45,000 Letter of Credit No. 874-096218 for the above referenced project expires on September 12, 2000. As stated in the Siltation Agreement prior to release of the surety all construction must be complete. Remaining items to be completed are the removal of all temporary erosion control measures, the modification of the sediment basin outlets and the completion of the Inspection/Maintenance Agreement for the stormwater basin. Once these items have been completed, the surety can be released.

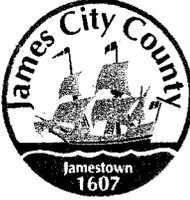
James City County will grant an extension to this Letter of Credit for up to one year reduced to \$25,000. We will require delivery of the revised Letter of Credit to the James City County Environmental Division, 101 Mounts Bay Road, Williamsburg VA 23185 no later than 4:00 p.m., September 5, 2000, to avoid draw of existing surety.

Sincerely,

Darryl E. Cook  
Environmental Director

9/5 - Leslie Simmons  
804-320-7600  
Catcher until end of  
7th

cc: Wachovia Bank



# DEVELOPMENT MANAGEMENT

101-E MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784  
(757) 253-6671 Fax: (757) 253-6850 E-MAIL: devtman@james-city.va.us

CODE COMPLIANCE  
(757) 253-6626  
codecomp@james-city.va.us

ENVIRONMENTAL DIVISION  
(757) 253-6670  
environ@james-city.va.us

PLANNING  
(757) 253-6685  
planning@james-city.va.us

COUNTY ENGINEER  
(757) 253-6678  
INTEGRATED PEST MANAGEMENT  
(757) 253-2620

August 9, 1999

Monticello Marketplace Assoc. LLC  
c/o S L Nusbaum Realty Company  
Mr. James Gresock  
1000 Nationsbank Building  
Norfolk VA 23510

RE: Monticello Marketplace & Borrow Area

Dear Mr. Gresock:

The purpose of this letter is to inform you that the \$75,000 Letter of Credit No. 874-096218 for the above referenced project expires on September 12, 1999. As stated in the Siltation Agreement prior to release of the surety all construction must be complete. Remaining items to be completed are the stabilization of all disturbed areas and the removal of all temporary erosion control measures. Once these items have been completed, the surety can be released.

James City County will grant an extension to this Letter of Credit for up to one year reduced to \$45,000. We will require delivery of the revised Letter of Credit to the **James City County Environmental Division, 101-E Mounts Bay Road, Williamsburg VA 23185** no later than 4:00 p.m., September 3, 1999, to avoid draw of existing surety.

Sincerely,

Darryl E. Cook  
Environmental Director

cc: Wachovia Bank



# DEVELOPMENT MANAGEMENT

101-E MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784  
(757) 253-6671 Fax: (757) 253-6850 E-MAIL: devtman@james-city.va.us

CODE COMPLIANCE  
(757) 253-6626  
codecomp@james-city.va.us

ENVIRONMENTAL DIVISION  
(757) 253-6670  
environ@james-city.va.us

PLANNING  
(757) 253-6685  
planning@james-city.va.us

COUNTY ENGINEER  
(757) 253-6678  
INTEGRATED PEST MANAGEMENT  
(757) 253-2620

August 25, 1998

Monticello Marketplace Assoc. LLC  
c/o S L Nusbaum Realty Company  
Mr. James Gresock  
1000 Nationsbank Building  
Norfolk VA 23510

RE: Monticello Marketplace & Borrow Area

Dear Mr. Gresock:

The purpose of this letter is to inform you that the \$220,000 Letter of Credit No. 874-096218 for the above referenced project expires on September 12, 1998. As stated in the Siltation Agreement prior to release of the surety all construction must be complete. Remaining items to be completed are the stabilization of all disturbed areas, all temporary erosion control measures removed and as-built drawings for the stormwater detention facility submitted.

James City County will grant an extension to this Letter of Credit for up to one year reduced to \$75,000. We will require delivery of the revised Letter of Credit to the **James City County Environmental Division, 101-E Mounts Bay Road, Williamsburg VA 23185** no later than 4:00 p.m., September 4, 1998, to avoid draw of existing surety.

Sincerely,

Darryl E. Cook  
Environmental Director

cc: Wachovia Bank

TRANSACTION REPORT

Transmission  
Transaction(s) completed

NO.	TX DATE/TIME	DESTINATION	DURATION	PGS.	RESULT	MODE
699	AUG. 25 16:37		804 330 8924	0' 00' 47"	002	OK N ECM

JAMES CITY COUNTY FAX FORM

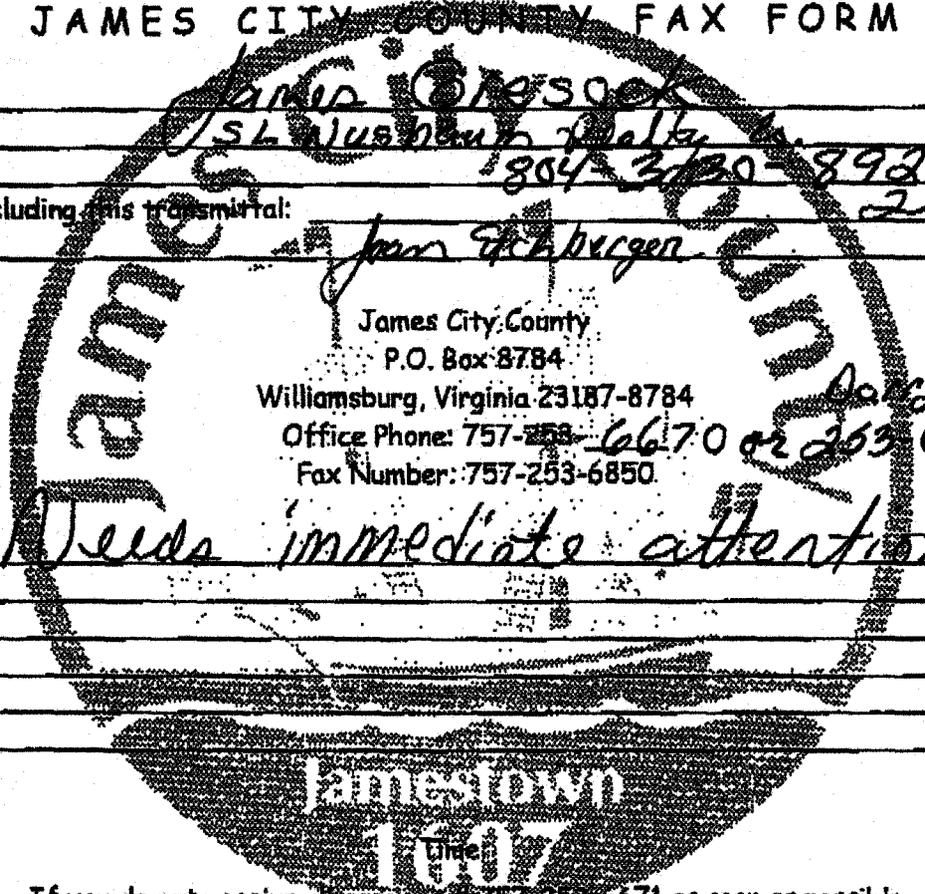
Name: James Cook  
 Firm or Company: SL Nussbaum Realty  
 Facsimile Number: 804-3730-8924  
 Number of pages including this transmittal: 2  
 From: Jan Schuberger

James City County  
 P.O. Box 8784  
 Williamsburg, Virginia 23187-8784  
 Office Phone: 757-253-6670 or 263-6673  
 Fax Number: 757-253-6850

Comments: Needs immediate attention

Date:

If you do not receive all pages, call 757-253-6671 as soon as possible



---

INTEROFFICE MEMORANDUM

---

**TO:** FILE  
**FROM:** JOE BUCHITE  
**SUBJECT:** TELEPHONE CONVERSATION WITH LAWRENCE BEAMER  
**DATE:** 3/27/03  
**CC:**

---

On 3/27/03 I had a telephone conversation with Lawrence Beamer in regards to a failing sediment basin/BMP located at the corner of News Road and Monticello Avenue. Mr. Beamer's call was in response to an Inspection Report issued to Nusbaum Realty for the failing sediment basin. Mr. Beamer explained the history of the basin with me and gave me reasons why he felt that his company and Nusubaum shouldn't be liable for the repair. During the course of the conversation Mr. Beamer stated that he was aware of the seepage problem adjacent to the barrel outfall pipe, but he chose not to repair the problem because of the condition of the pond when it was turned back over to him. Mr. Beamer stated that the parties that utilized the Sediment Basin in the past should be liable for the repair. I informed Mr. Beamer that the landowner is responsible for any Erosion and Sediment deficiencies on their property and since this issue was of immediate importance our division would proceed with the normal policy and procedure to resolve this issue.

*JB 3/27/03*



# Langley and McDonald

# Transmittal

ENGINEERS • PLANNERS • SURVEYORS

5544 Greenwich Road  
Virginia Beach, Virginia 23462  
(804) 473-2000

201 Packets Court  
Williamsburg, Virginia 23185  
(804) 253-2975

Project: MONTICELLO MARKETPLACE

To: MR. DARRYL COOK  
CODE COMPLIANCE  
JAMES CITY COUNTY  
(FOR DELIVERY)

From: MIKE GORDON  
Date: 5-28-98  
Reply requested:  Yes  No  
Reply to: \_\_\_\_\_

We are sending you:

- Attached
- Under separate cover via: \_\_\_\_\_

- Prints
- Copy of letter
- Plans
- Specifications
- Shop drawings
- CALCULATIONS

Transmitted as checked below:

- For your use
- As requested
- For review and comment
- For approval
- Return for correction
- Approved as noted
- Approved



Copies Date No. Description

Copies	Date	No.	Description
1			DRAINAGE AREA MAPS
4 EA			SHEETS C-13 & C-14 REV. PER RET. WALL
1			DRAINAGE AND E+S CALCS

Remarks: PLEASE REVIEW THESE REVISED SHEETS SHOWING A  
RETAINING WALL AND DRAINAGE OUTLETS FOR THE 3 OUTPARCELS  
WEST OF THE MAIN ENTRANCE TO MONTICELLO MARKETPLACE.  
THIS INCLUDES SOME REGRADING OF THESE PARCELS WHICH  
IS TEMPORARY UNTIL OUTPARCELS ARE DEVELOPED.

Copies

Enclosures

1. File: 196 00 46 - 000.43
2. MR. JIM GRESOCK - (S.L. NUSBAUM)
3. \_\_\_\_\_
4. \_\_\_\_\_

- 
- 
- 
- 

Langley and McDonald

By: M. Gordon

If enclosures are not as noted, kindly notify us at once.



9912 Langley and McDonald, P.C. SHOPPING CENTER-220  
 ENGINEERS • SURVEYORS • PLANNERS  
 LANDSCAPE ARCHITECTS • ENVIRONMENTAL CONSULTANTS  
 VIRGINIA BEACH • WILLIAMSBURG, VIRGINIA

Subject MONTICELLO MULTIPLEX  
OUTPARCEL DRAINAGE  
 Computed By MES Checked By \_\_\_\_\_

Project No. 1900046-023-03  
 Client B.L. WILSON  
 Date 5-26-96 Sheet No. 1

OUTFALL A-3 (@ PARCEL 22 END OF WALL)

$A = 1.163 \text{ AC}$

$C = 0.9$

$T_c = 10 \text{ min}$

$I_{10} = 6.0 \text{ in/hr}$

$Q_{10} = 6.28 \text{ cfs} \Rightarrow \text{MIN. } 15" \text{ RCP @ } 1.0\% \Rightarrow \text{Vel.} = 5.0 \text{ fps}$

$\text{USE } 15" \text{ RCP @ } 2.15\% \Rightarrow \text{Vel.} = 8.25 \text{ fps}$

\* INSTALL VDOT BS-1 w/VDOT EC-1 (CLASS I) RIP-RAP APRON

\* INSTALL CULVERT INLET SEDIMENT TRAP @ 15" PIPE INTO STRUCTURE A-3 (SEE MONTICELLO 3.XLS SPREADSHEET)

\* NOTE: DEVELOPER HAS OPTION TO RUN 0.76 AC @  $C = 0.9$  OF DRAINAGE TO A-1 OR WHOLE 20 PARCEL TO STRUCTURE A-3.

OUTFALL A-1 (@ 1/2 PARCELS 20 & 2D)

$A = 0.7591 \text{ AC}$  (PART OF PARCEL 20)

$A = 1.0162 \text{ AC}$  (ALL OF PARCEL 2D)

$1.7753 \text{ AC}$

$C = 0.9$

$T_c = 10 \text{ min}$

$I_{10} = 6.0 \text{ in/hr}$

$Q = 9.58 \text{ cfs} \Rightarrow \text{MIN. } 18" \text{ RCP @ } 0.80\%$

$\text{USE } 18" \text{ RCP @ } 1.20\% \Rightarrow \text{Vel.} = 7.4 \text{ fps}$

\* INSTALL VDOT BS-1 w/VDOT EC-1 (CLASS I) RIP RAV APRON.

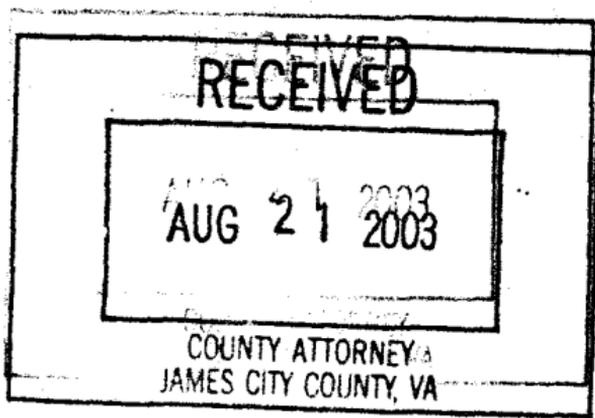
\* INSTALL CULVERT INLET SEDIMENT @ STRUCTURE A-1 (SEE MONTICELLO 3.XLS SPREADSHEET)

\* DEVELOPER HAS OPTION TO TAKE ALL OF PARCEL 2D DRAINAGE TO STRUCTURE A-1 OR CAN TAKE 1/2 OF DRAINAGE TO A-1 AND 1/2 TO A-2.

TO: Lee DATE: 8/28/03  
FROM: Joan

- For Your Comments
- For Your Approval
- Note & Return
- Note & File
- Reply & Send Me Copy
- Take Appropriate Action
- Call Me
- See Me
- FYI
- Signature

COMMENTS:  
*Amended file* *8/21/03*  
*OK*  
*PPR*



~~K. U. S. H.~~

89162 MONTICELLO MARKETPLACE

SHOPPING\_CENTER

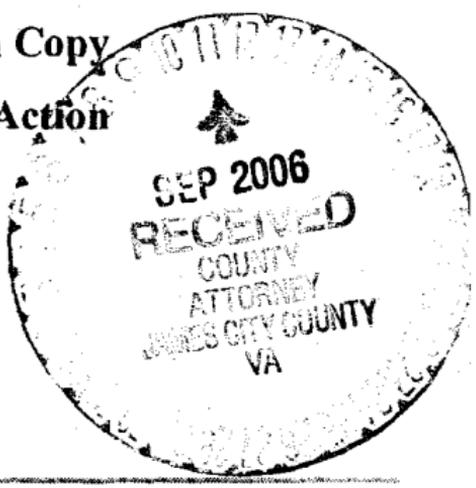
**JCC ENVIRONMENTAL ROUTING**

TO: Ann J

DATE: 9/11/06

FROM: [Signature]

- For Your Comments
- For Your Approval
- Note & Return
- Note & File
- Reply & Send Me a Copy
- Take Appropriate Action
- Call Me
- See Me
- FYI
- Signature



COMMENTS:

Expires Tomorrow  
Amended & k

APPROVED  
- JCC  
9.11.06



99162-MONTICELLO\_MARKETPLACE\_SHOPPING



General Contractors  
Construction Managers

**Site: (804) 897-0690**

**Fax: (804) 897-0695**

**Russell Garrison**  
Site Superintendent

**Mobile: (804) 837-1931**

**Pager: (804) 215-8651**

2301 Silver Star Road, Orlando, FL 32804 • (407) 295-2530 • FAX (407) 297-0459  
CG C005320

*Client service is the foundation of our business*

Plan on  
the ~~Rack~~  
OS <sup>Floor</sup> 4

**JCC ENVIRONMENTAL ROUTING SLIP**

TO: ADAM

DATE: 8/30/07

FROM: TC

For Your Comments

For Your Approval

Note & Return

Note & File

Reply & Send Me a Copy

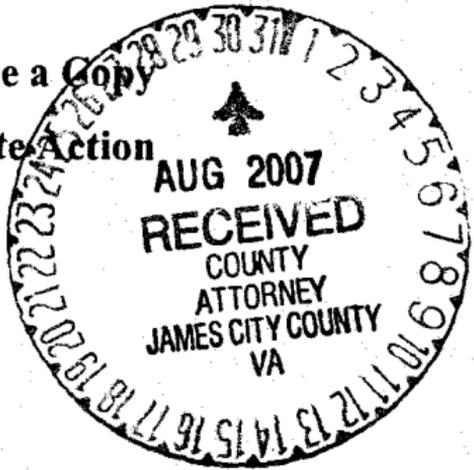
Take Appropriate Action

Call Me

See Me

FYI

Signature



COMMENTS:

*Amended 4c*

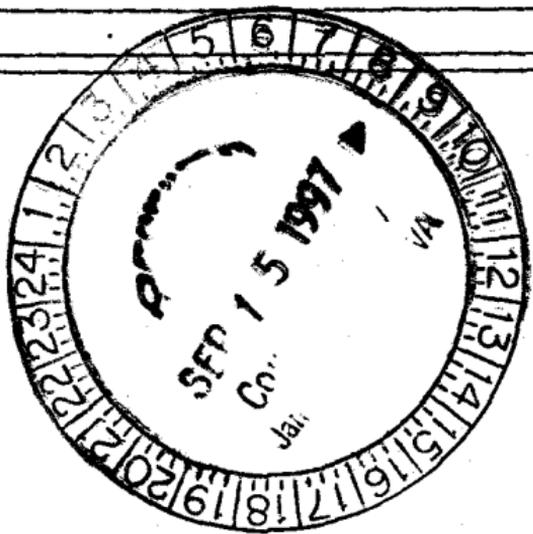
*ok - Adam 8/31/07*

TO: Leo  
FROM: Joan

DATE:  
9/15/97

- For Your Comments
- For Your Approval
- Note & Return
- Note & File
- Reply & Send Me Copy
- Take Appropriate Action
- Call Me
- See Me
- FYI
- Signature

COMMENTS:



OK  
LPR/mr  
9-15-97

DATE:

TO: *Mike*

*9/2/04*

FROM: *Joan*

For Your Comments

Call Me

For Your Approval

See Me

Note & Return

FYI

Note & File

Signature

Reply & Send Me Copy

Take Appropriate Action

COMMENTS:

*Amended 2/1e*

*Approved  
M. H. Long 9-7-a*

**RECEIVED**

SEP - 2 2004

COUNTY ATTORNEY  
JAMES CITY COUNTY, VA

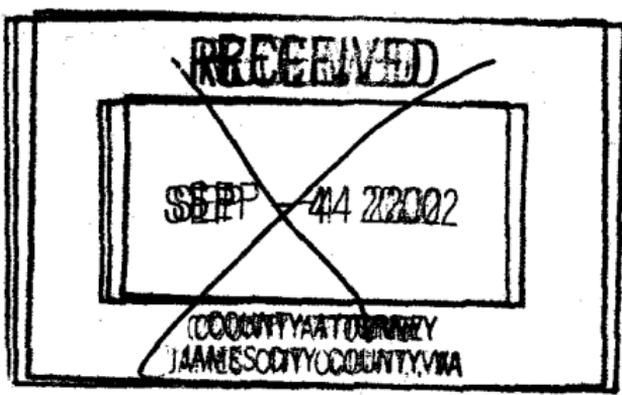
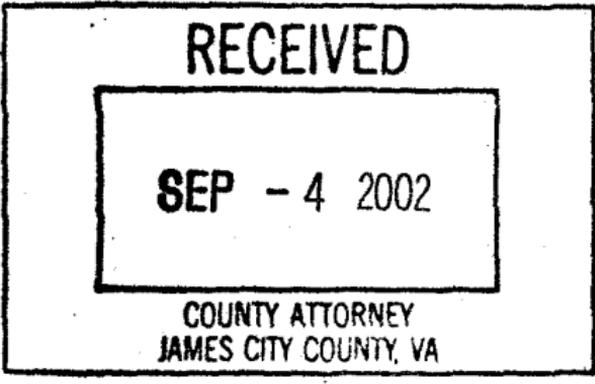
TO: Grey  
FROM: Darryl

DATE: 9/3/02

- For Your Comments
- For Your Approval
- Note & Return
- Note & File
- Reply & Send Me Copy
- Take Appropriate Action
- Call Me
- See Me
- FYI
- Signature

COMMENTS:

L/C Renewal  
 OK 9/4/02 GHD - but note the new address for laws - we will have to overnight i draw the laws before expiration if it is necessary to call it.

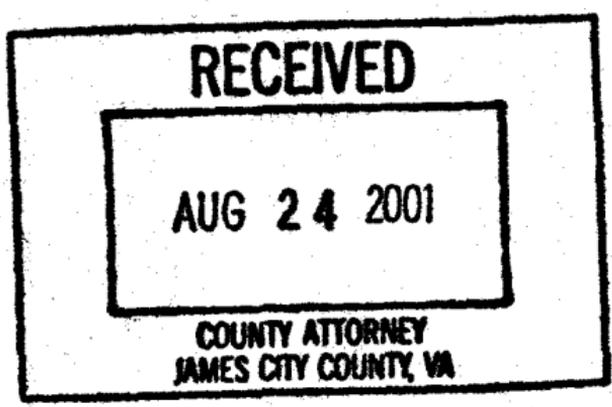


TO: <i>Jo</i>	DATE: <i>8/23/01</i>
FROM: <i>Jan</i>	

- |                                                       |                                    |
|-------------------------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> For Your Comments | <input type="checkbox"/> Call Me   |
| <input checked="" type="checkbox"/> For Your Approval | <input type="checkbox"/> See Me    |
| <input checked="" type="checkbox"/> Note & Return     | <input type="checkbox"/> FYI       |
| <input type="checkbox"/> Note & File                  | <input type="checkbox"/> Signature |
| <input type="checkbox"/> Reply & Send Me Copy         |                                    |
| <input type="checkbox"/> Take Appropriate Action      |                                    |

COMMENTS:

*OK 8/24/01  
JAC*



TO: <u>Leo</u>	DATE: <u>9/7/00</u>
FROM: <u>Joan</u>	

- |                                                       |                                    |
|-------------------------------------------------------|------------------------------------|
| <input type="checkbox"/> For Your Comments            | <input type="checkbox"/> Call Me   |
| <input checked="" type="checkbox"/> For Your Approval | <input type="checkbox"/> See Me    |
| <input type="checkbox"/> Note & Return                | <input type="checkbox"/> FYI       |
| <input type="checkbox"/> Note & File                  | <input type="checkbox"/> Signature |
| <input type="checkbox"/> Reply & Send Me Copy         |                                    |
| <input type="checkbox"/> Take Appropriate Action      |                                    |

COMMENTS:

Amended L/E  
 OK LPR.  
 9/8/00



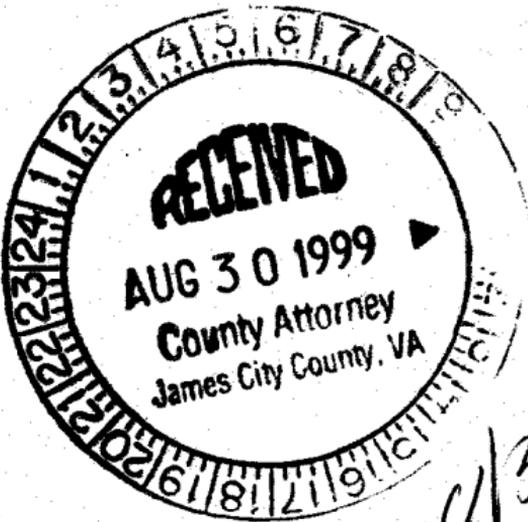
TO: *Lev*

DATE:  
*8/27/99*

FROM: *Joan*

- For Your Comments
  - For Your Approval
  - Note & Return
  - Note & File
  - Reply & Send Me Copy
  - Take Appropriate Action
- Call Me
  - See Me
  - FYI
  - Signature

COMMENTS:



*Oh  
JPR  
8/30/99*

TO: <i>Leo</i>	DATE: <i>6/3/98</i>
FROM: <i>Joan</i>	

- |                                                       |                                    |
|-------------------------------------------------------|------------------------------------|
| <input type="checkbox"/> For Your Comments            | <input type="checkbox"/> Call Me   |
| <input checked="" type="checkbox"/> For Your Approval | <input type="checkbox"/> See Me    |
| <input type="checkbox"/> Note & Return                | <input type="checkbox"/> FYI       |
| <input type="checkbox"/> Note & File                  | <input type="checkbox"/> Signature |
| <input type="checkbox"/> Reply & Send Me Copy         |                                    |
| <input type="checkbox"/> Take Appropriate Action      |                                    |

COMMENTS:  
*Z/c amended to include Borrow Plan*



*6/3/98*  
*O. L. P. R.*

TO: *Leo*  
FROM: *Jan*

DATE: *9/3/98*

- For Your Comments
- For Your Approval
- Note & Return
- Note & File
- Reply & Send Me Copy
- Take Appropriate Action
- Call Me
- See Me
- FYI
- Signature

COMMENTS:

*Amended d/c 9/4/98*  
*Ok f.l.k*



## SILTATION AGREEMENT

**THIS AGREEMENT**, made this 10 day of SEPT, 1997, by and between MONTICELLO MARKETPLACE ASSOCIATES, LLC, and all successors in interest, a corporation, hereinafter called "Developer", party of the first part, and the Board of Supervisors of James City County, Virginia, hereinafter called "County", party of the second part, and DARRYL E. COOK, hereinafter called "Agent" (Administrator of the Erosion and Sediment Control Ordinance), party of the third part.

## WITNESSETH:

WHEREAS, Developer, desires approval of plans by the Agent for the County of James City, for a project known as MONTICELLO MARKETPLACE located at MONTICELLO AVE. EXTENDED & NEWS ROAD, *including off-site Borrow Plan dated 20 March 1998 J.M.S.* which plans include provision of siltation and erosion control measures as required by Chapter 5A of the Code of the County of James City, Virginia, and

WHEREAS, County desires to ensure the installation, maintenance and adequate performance of such control measures,

NOW THEREFORE, for and in consideration of the foregoing premises and the following terms and conditions, and in further consideration of the approval of the aforesaid plans by the County and the issuance of permits for the work proposed to be done thereunder the parties hereto agree as follows:

1. Developer has either:
  - a. deposited with Agent, and Agent by this execution hereof acknowledges that he holds, the sum of XXXXXX dollars (\$ XXXXX) in escrow under and subject to the terms of this agreement, or;
  - b. has furnished the County an irrevocable letter of credit or bond with corporate surety, whose terms and conditions are acceptable in substance and in form to the County Attorney, in the sum of TWO HUNDRED TWENTY THOUSAND dollars (\$220,000.00), which letter of credit or bond is under and subject to the terms of this agreement.

The deposit, letter of credit or bond (collectively "Security Instrument") is designed to insure performance of the Developer's obligations and to insure reimbursement to the County in the event that it performs work or causes work to be performed pursuant to paragraphs 2, 3 and 4 of this agreement.

2. In the event measures for the control of siltation and/or erosion as provided for on the plans referred to herein, or on any approved revision thereof, are not constructed at or prior to the occurrence of any rainstorm or other phenomena actually causing any siltation or erosion, County or its authorized agent shall have the right to enter upon Developer's property and construct such measures or do such other work as may be necessary to prevent further erosion or siltation, provided that County shall first give notice in writing to Developer or his superintendent of its intent so to do.

3. In the event measures for the control of siltation and/or erosion have been constructed, but fail, through overload and/or inadequate maintenance, to perform the function for which they were intended, County or its authorized agent, may in like manner to 2 above, enter to perform such reconstruction or maintenance as may be necessary to restore performance in accord with the plans, or approved revisions thereof, upon giving notice in writing to Developer or his superintendent of its intent so to do.

4. In the event there occurs siltation and/or erosion from the property covered by the plans referred to herein in sufficient quantity adversely to affect downstream drainage, or travel on any street, road, highway or other public way, then County may take such steps as may be necessary to restore functions to the affected drainage or travel way.

5. a. In the event County determines work shall be performed or causes to be performed work of any nature, including labor, use of equipment, and materials, under the provisions of 2, 3 and 4 above, either by County forces or contract, Agent shall draw and disburse to County on its order such sum or sums as may be requested, provided, however, that Agent's liability so to disburse shall be limited to the undistributed balance in its hands of:

1. the escrow amount, or
2. the letter of credit, or
3. the bond

Such surety may be drawn in total, if at the time the surety is to expire, all improvements are not complete and surety has not been adequately extended or replaced to ensure completion of the improvements. In addition, the County may draw a Security Instrument in the event it is not renewed or amended to remain

in effect at least 10 days prior to its expiration. A notice that such draw has been made shall be delivered or mailed by County to Developer.

- b. In the event the County calls, collects or otherwise draws on the Security Instrument pledged under this agreement, Developer agrees to either pay, or have the County use the proceeds of the draw to pay, a reasonable administrative fee of \$35.00 plus any costs actually incurred by the County in drawing on the Security Instrument. The charge for an administrative fee plus costs shall apply regardless of whether the County later accepts a renewal or amendment of the Security Instrument.

6. In the event Agent makes disbursement pursuant hereto, Developer agrees to deposit within ten (10) days of such disbursement, an amount sufficient either:

- a. to restore escrow amount to its original balance as shown in paragraph 1; or
- b. to furnish an additional letter of credit in the amount of the draft; or
- c. to secure such additional bonds as to restore same to its original balance as shown in paragraph 1.

7. It is expressly agreed by all parties hereto that it is the purpose and intent of this agreement to ensure the installation, maintenance, and performance of measures provided for on approved plans or revisions thereof, for the control of siltation and erosion, and for the restoration of function of facilities for drainage or vehicular travel if such facilities are adversely affected in their function by siltation or erosion from the property the subject of such plans. This agreement shall not be deemed to create or affect any liability of any party hereto for any damage alleged to result from or be caused by erosion or siltation.

8. It is expressly agreed by the parties hereto that either:

- a. the escrow amount shall be held by Agent unless distributed in accordance with 5 above, or paid to County as part of the cost to complete improvements required by ordinance and/or agreement, or released in writing by County, through its Agent, or

b. the letter of credit or bond shall be held by Agent unless distributed in accordance with 5 above, or paid to County as part of the cost to complete improvements required by ordinance and/or agreement, or released in writing by County, through its Agent.

IN WITNESS WHEREOF, the parties hereto, being first duly authorized, have affixed their signatures on the date first above written.

MONTICELLO MARKETPLACE  
ASSOCIATES, LLC (SEAL)  
Developer

BY: James M. Gesock  
S.L. NUSEM REALTY, AGENT FOR  
MONTICELLO MARKETPLACE, LLC

ATTEST:

DARRYL E. COOK (SEAL)  
Agent

BY: Darryl E Cook

Approved as to form:

Lee P. Rogers  
County Attorney



# Land Disturbing Permit Application

**James City County  
Environmental Division  
P.O. Box 8784  
Williamsburg, VA 23187-8784  
Telephone: (757) 253-6670**

**Landowner**

MONTECELLO MARKETPLACE ASSOCIATES, LLC  
Name: C/O JAMES M. GRESOCK - S.L. NUSBAUM REALTY Date: Sept. 10, 1997

Mailing Address: 9211 FOREST HILL AVE, SUITE 110

RICHMOND, VA 23235 Phone: 804-320-7600

Project: MONTECELLO MARKETPLACE SHOPPING CENTER including offsite Borrow Plan dated 20 March 1998

Project Street Address: INTERSECTION OF NEWS ROAD & MONTECELLO AVE. EXTENDED

Total Size of Tract or Lot: 36.99 AC

Total Area to Be Disturbed: 35.5 AC - 2 acre for borrow plan

Description of Land Disturbing Activity: REGRAVING AS REQUIRED FOR CONSTRUCTION OF NEW SHOPPING CENTER

**Right of Entry**

I, James M. Gresock, (Signature) hereby grant designated officials of James City County, James M. Gresock, Sr. V. President (Print Name and Title) Virginia, the right to enter my property for the purpose of inspection or monitoring for compliance with the approved erosion and sediment plan on the above-referenced project.

*Released  
2/19/01  
per DEC*



ATTACHMENT FOR RENEWAL OF  
LAND DISTURBING PERMIT  
NO. 98-28

Renewal of E&S plan requested by:  
James M Gusock 7/20/98

Renewal Reviewed by:  
Jean Etchberger

Renewal Approved by:  
Darryl E Cook  
Darryl E. Cook, Administrator  
Erosion and Sediment Control Ordinance

Renewal Date:  
~~7/20/98~~ 7/27/98

Updated Erosion and Sedimentation  
Control Plan becomes null and void  
on: 3/16/98

Renewal of E&S plan requested by:  
James M Gusock 2/22/99

Renewal Reviewed by:  
Darryl E Cook / Jean Etchberger

Renewal Approved by:  
Darryl E Cook  
Darryl E. Cook, Administrator  
Erosion and Sediment Control Ordinance

Renewal Date:  
3/1/99

Updated Erosion and Sedimentation  
Control Plan becomes null and void  
on: 9/16/99

Renewal of E&S plan requested by:  
James M Gusock 8/20/99

Renewal Reviewed by:  
Jean Etchberger

Renewal Approved by:  
Darryl E Cook  
Darryl E. Cook, Administrator  
Erosion and Sediment Control Ordinance

Renewal Date:  
8/24/99

Updated Erosion and Sedimentation  
Control Plan becomes null and void  
on: 3/16/2000

ATTACHMENT FOR RENEWAL OF  
LAND DISTURBING PERMIT  
NO. 98-28

✓ Renewal of E&S plan requested by:

James M. Busock 2/21/00

Renewal Reviewed by:

Jean Etchberger

Renewal Approved by:

Darryl E. Cook  
Darryl E. Cook, Administrator  
Erosion and Sediment Control Ordinance

Renewal Date:

2/28/00

Updated Erosion and Sedimentation  
Control Plan becomes null and void  
on: 9/16/00

Renewal of E&S plan requested by:

Renewal Reviewed by:

Renewal Approved by:

Darryl E. Cook, Administrator  
Erosion and Sediment Control Ordinance

Renewal Date:

08/01/00

Updated Erosion and Sedimentation  
Control Plan becomes null and void  
on: 02/01/01

Renewal of E&S plan requested by:

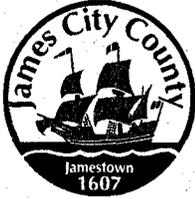
Renewal Reviewed by:

Renewal Approved by:

Darryl E. Cook, Administrator  
Erosion and Sediment Control Ordinance

Renewal Date:

Updated Erosion and Sedimentation  
Control Plan becomes null and void  
on: \_\_\_\_\_



## DEVELOPMENT MANAGEMENT

101-E MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784  
(757) 253-6671 Fax: (757) 253-6850 E-MAIL: devtman@james-city.va.us

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codecomp@james-city.va.us

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(757) 253-6670

environ@james-city.va.us

PLANNING  
(757) 253-6685

planning@james-city.va.us

COUNTY ENGINEER  
(757) 253-6678

INTEGRATED PEST MANAGEMENT  
(757) 253-2620

February 17, 2000

Monticello Marketplace Associates  
Mr. James Gresock  
9211 Forest Hill Ave Suite 110  
Richmond VA 23235

RE: Monticello Marketplace Shopping Center & Borrow Pit

Dear Mr. Gresock

Your Erosion Control Plan and Land Disturbing Permit for the above-referenced project expires on March 16, 2000. As construction is not yet complete and all disturbed areas are not stabilized, it will be necessary to extend the plan and permit. Because your existing plan is adequate, submission of an updated Erosion Control Plan is not required.

Please sign the enclosed permit where indicated and return the original package back to this office. This application for a renewed permit and plan must be received by March 9, 2000, otherwise, the Erosion Plan becomes void, and the Land Disturbing Permit will be revoked. If the plan becomes void, no further land disturbing activities will be allowed and no further permits will be issued by the County until the plan is re-approved.

Please call me if your have any questions.

Sincerely,

Joan Etchberger  
Engineering Assistant

Enclosure



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August 19, 1999

Monticello Marketplace Associates  
Mr. James Gresock  
9211 Forest Hill Ave Suite 110  
Richmond VA 23235

RE: Monticello Marketplace Shopping Center & Borrow Pit

Dear Mr. Gresock

Your Erosion Control Plan and Land Disturbing Permit for the above-referenced project expires on September 16, 1999. As construction is not yet complete and all disturbed areas are not stabilized, it will be necessary to extend the plan and permit. Because your existing plan is adequate, submission of an updated Erosion Control Plan is not required.

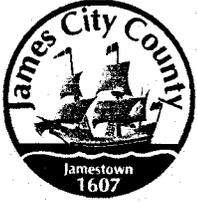
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Please call me if you have any questions.

Sincerely,

Joan Etchberger  
Engineering Assistant

Enclosure



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INTEGRATED PEST MANAGEMENT

(757) 253-2620

February 18, 1999

Monticello Marketplace Associates  
Mr. James Gresock  
9211 Forest Hill Ave Suite 110  
Richmond VA 23235

RE: Monticello Marketplace - Borrow Pit

Dear Mr. Gresock

Your Erosion Control Plan and Land Disturbing Permit for the above-referenced project expires on March 16, 1999. As construction is not yet complete and all disturbed areas are not stabilized, it will be necessary to extend the plan and permit. Because your existing plan is adequate, submission of an updated Erosion Control Plan is not required.

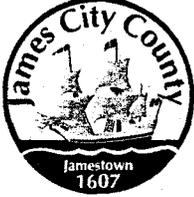
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Please call me if you have any questions.

Sincerely,

Joan Etchberger  
Management Assistant

Enclosure



## DEVELOPMENT MANAGEMENT

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INTEGRATED PEST MANAGEMENT  
(757) 253-2620

July 15, 1998

Monticello Marketplace Associates  
Mr. James Gresock  
9211 Forest Hill Ave Suite 110  
Richmond VA 23235

RE: Monticello Marketplace - Borrow Pit

Dear Mr. Gresock

Your Erosion Control Plan and Land Disturbing Permit for the above-referenced project expires on August 16, 1998. As construction is not yet complete and all disturbed areas are not stabilized, it will be necessary to extend the plan and permit. Because your existing plan is adequate, submission of an updated Erosion Control Plan is not required.

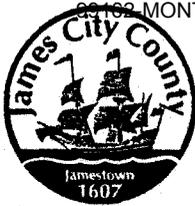
Please sign the enclosed permit where indicated and return the original package back to this office. This application for a renewed permit and plan must be received by August 9, 1998, otherwise, the Erosion Plan becomes void, and the Land Disturbing Permit will be revoked. If the plan becomes void, no further land disturbing activities will be allowed and no further permits will be issued by the County until the plan is re-approved.

Please call me if your have any questions.

Sincerely,

Joan Williamson  
Management Assistant

Enclosure



## DEVELOPMENT MANAGEMENT

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INTEGRATED PEST MANAGEMENT  
(757) 253-2620

March 5, 1998

Monticello Marketplace Associates, LLC  
S L Nusbaum Realty  
Mr. James M. Gresock  
9211 Forest Hill Ave Suite 110  
Richmond VA 23235

RE: Monticello Marketplace Shopping Center

Dear Mr. Gresock:

Your Erosion Control Plan and Land Disturbing Permit for the above-referenced project expires on March 16, 1998. As construction is not yet complete and all disturbed areas are not stabilized, it will be necessary to extend the plan and permit. Because your existing plan is adequate, submission of an updated Erosion Control Plan is not required.

Please sign the enclosed permit where indicated and return the package back to this office. This application for a renewed permit and plan must be received by March 9, 1998, otherwise, the Erosion Plan becomes void, and the Land Disturbing Permit will be revoked. If the plan becomes void, no further land disturbing activities will be allowed and no further permits will be issued by the County until the plan is re-approved.

Please call me if your have any questions.

Sincerely,

Joan Williamson  
Management Assistant

Enclosure

**KAUFMAN & CANOLES**

— | A Professional Corporation | —  
**Attorneys and Counselors at Law**

1200 Old Colony Lane  
P.O. Box 6000  
Williamsburg, VA 23188  
757 / 259-3800  
fax: 757 / 259-3838

**CONFIDENTIAL****FACSIMILE COVER SHEET**

	NAME	FAX NUMBER	PHONE NUMBER
TO:	John Barr	757-253-5148	
	Daryl E. Cook	757-253-6850	
	James M. Gresock	804-330-8924	
	Thomas G. Johnson, Jr., Esq.	757-628-5566	
	Leo Rogers, Esq.	757-253-6833	

FROM: Lawrence E. Beamer

FILE NUMBER: 61600

FILE NAME: Powhatan

DATE: April 3, 2003

TOTAL NUMBER OF PAGES INCLUDING THIS COVER SHEET: 3

IN CASE OF TRANSMISSION PROBLEMS, PLEASE CALL (757) 259-3800.

ADDITIONAL COMMENTS:

The information transmitted herewith may be confidential and protected by law as attorney-client communications, attorney work product, proprietary information or otherwise. It is intended for the exclusive use of the named recipient. If you are not the named recipient, you are hereby notified that any use, copying, disclosure or distribution of this information may be subject to legal restriction or sanction, and you are requested to notify us by telephone to arrange for return or destruction of this communication.

**POWHATAN ENTERPRISES, INC.**

212 Powhatan Secondary  
Williamsburg, Virginia 23188

Lawrence E. Beamer

tel: (757) 258-2822

fax: (757) 258-2822

April 3, 2003

**VIA FACSIMILE (757-253-5148) AND HAND DELIVERY**

Virginia Department of Transportation  
Williamsburg Residency Office  
4451 Ironbound Road  
Williamsburg, VA 23188  
Attn: John Barr

**Re: Notice of emergency repair of BMP located between Monticello Marketplace  
and Powhatan Secondary, James City County, Virginia**

Dear Mr. Barr:

The purpose of this letter is to relate the events of the past week concerning the partially completed BMP under construction by the Virginia Department of Transportation ("VDOT") at News Road and Monticello Avenue in Powhatan Secondary. We have received notice from James City County that this BMP is in need of emergency repair. As VDOT apparently has not completed proper construction of this BMP, giving rise to the need for these repairs, we feel it necessary to proceed with the emergency repairs to avoid irreparable harm to the BMP and adjacent property owned by Powhatan, and to avoid action by the county.

The subject BMP was contemplated pursuant to a proffer between Powhatan and James City County entered on March 11, 1996. The proffer provided that, as part of the rezoning of the land which is now the Powhatan Secondary subdivision, Powhatan would pay sixty-four thousand dollars (\$64,000.00) to James City County. Those funds were to be used by James City County, the Route 5 Transportation Improvement District or VDOT for the construction of "storm drainage systems (including but not limited to underground pipes, drop inlets and detention basins adequate to serve all of the requirements of the County, the District and VDOT as well as the requirements of" the Monticello Marketplace shopping center.

Within that same time period, VDOT sent an acceptance letter to Powhatan on March 6, 1996, which letter stated that it would construct the relocated roads, median, and an "urban type" section of enclosed storm sewer system "outfalling to a storm water management facility." Consistent with the terms of the proffer, Powhatan granted VDOT a deeded easement, recorded in the County land records in deed book 791, at page 20, over its property for the construction of the storm water management utilities. It specifically granted a "non-exclusive right to use the additional areas shown as being required for the proper construction and maintenance of a stormwater management facility from opposite approximate Powhatan Secondary Connection ... Together with the temporary right and easement to use the additional areas shown as being required for the proper construction of cut and/or fill slopes..." Powhatan and VDOT clearly contemplated the "proper construction of a stormwater management facility" by VDOT.

April 3, 2003

Page 2

Construction of the drainage facilities has yet to be completed by VDOT. This has resulted in serious degradation of the BMP facilities and the adjacent lake owned by Powhatan. This adjacent lake is turning brown due to the significant erosion and outfall from the BMP failure, which potentially causes both an environmental and aesthetic problem.

Last weekend James City County experienced significant rainfall. The BMP was severely damaged and the "dam" portion is in danger of failing. According to James City County, the soil around the outfall pipes has eroded to the point where the pipes could shift or collapse. Additionally, the ground in and around the BMP is severely eroded. James City County has stated that the BMP required emergency temporary repairs and has called upon the owners of Monticello Marketplace and Powhatan to make these repairs.

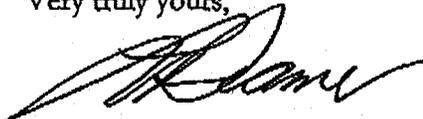
Powhatan has been put in an untenable position due to these events. It is not responsible for the completion or renovation of the subject BMP yet, if the BMP continues to degrade to complete failure, it will suffer the most harm, because the BMP is located upon its property. As significant rainfall is again predicted over the next three days, Powhatan is placed in further jeopardy. As neither VDOT nor James City County is willing to take any immediate action, Powhatan has reluctantly authorized Jack L. Massey Contractor, Inc. to begin repairing the BMP so as to prevent irreparable harm to Powhatan's property.

This letter constitutes notice that Powhatan's agreement to authorize repair of the BMP does not constitute acceptance of any liability by Powhatan for this problem, nor an assumption of any responsibility for maintenance of this BMP prior to its proper completion. It is Powhatan's position that VDOT and/or James City County bear responsibility for completing proper construction of this BMP under prior agreements.

Powhatan is authorizing the contractor to make repairs on an emergency basis solely in an effort to mitigate its damages and preserve its property from irreparable harm. Powhatan expressly reserves all rights and causes of action against James City County and VDOT in connection with this BMP and under no circumstances should it be considered a "volunteer" in repairing the BMP.

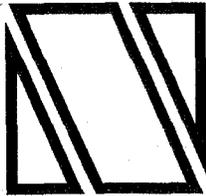
Please contact me as soon as possible so that we may bring this matter to a proper resolution.

Very truly yours,



Lawrence E. Beamer, President

cc: Mr. Daryl E. Cook (via facsimile 757-253-6850)  
Leo Rogers, Esq. (via facsimile 757-253-6833)  
Mr. James M. Groscock (via facsimile 804-330-8924)  
Thomas G. Johnson, Jr. Esq. (via facsimile 757-628-5566)  
Paul W. Gerhardt, Esq.



# S.L. NUSBAUM Realty Co.

9211 Forest Hill Avenue, Suite 110 • Richmond, Virginia 23235 • (804) 320-7600 • FAX (804) 330-8924

May 2, 2000

Powhatan Enterprises, Inc.  
Attn: Lawrence F. Beamer, President  
13441 Warwick Boulevard  
Newport News, Virginia 23602

Re: James City County BMP Maintenance Agreement

Dear Lawrence,

This is to advise you that I had a recent call from Darryl Cook regarding the status of the referenced BMP Maintenance Agreement. At this time, Darryl is concerned about the appearance of algae in the pond as well as related concerns on the adjacent lakes.

As you may recall, we discussed this matter in detail last year and brought the BMP matter to VDOT's attention per my letter of February 22, 1999 to Quinton Elliott, a copy of which is attached, which addresses the need for VDOT to provide the necessary treatment for the pond, including repairs, prior to Powhatan Enterprises taking over the maintenance of the facility. I believe this was followed up with subsequent phone calls to Quinton, but as far as I know, VDOT has not contacted us regarding this matter.

By copy of this letter, I am requesting Quinton to evaluate the situation so we can address Darryl's concerns as expeditiously as possible.

I assume you have retained the Declaration of Covenants - Inspections/Maintenance of Drainage System Agreement that needs to be put in place once we have resolved the questions of VDOT's obligations.

I will be conferring with Darryl Cook further on this matter and, if there is need for a meeting with the various parties, I will advise you and Quinton accordingly. If you have any questions, please advise.

Sincerely,

James M. Gresock  
Senior Vice President  
Director of Development

JMG:lds

cc Alan Nusbaum  
Darryl Cook  
Quinton Elliott

**RECEIVED VDOT**

MAY 12 2000

WILLIAMSBURG RESIDENCY  
DEVELOPMENT • PROPERTY MANAGEMENT • LEASING • COMMERCIAL SALES



## S.L. NUSBAUM Realty Co.

9211 Forest Hill Avenue, Suite 110 • Richmond, Virginia 23235 • (804) 320-7600 • FAX (804) 330-8924

February 22, 1999

Mr. Quinton Elliott  
Resident Engineer  
Virginia Department of Transportation  
Post Office Box HD  
Williamsburg, Virginia 23817

Re: Monticello Marketplace Shopping Center - James City County BMP Maintenance Agreement

Dear Quinton,

For your review and input, please find enclosed a copy of my letter to Lawrence Beamer dated November 30, 1998, together with a Declaration of Covenants - Inspections/Maintenance of Drainage System Agreement to be executed by Powhatan Enterprises, Inc. per the Deed of Easement between Powhatan Enterprises and Monticello Marketplace Associates, a copy of which is also attached.

In discussing this matter recently with Lawrence Beamer, it is our understanding that Powhatan Enterprises would take over the repair and maintenance of the BMP subsequent to VDOT providing any necessary treatment of the pond, including repairs. This is based on VDOT's use of the pond for their construction work on News Road and Monticello Avenue extension as their designated storm water management facility, as discussed and agreed upon at the time the various right of way dedications were made with VDOT and related County agreements.

With the completion of VDOT's roadwork and the Shopping Center, James City County is requesting completion of the Maintenance Agreement and its implementation. Please review this matter with the appropriate VDOT departments and let me know when you would expect to turn over the pond to Powhatan Enterprises for its future maintenance, as I need to keep the County informed on the status of this matter.

If you have any questions or need to meet to further discuss same, please advise as I can make myself readily available.

Sincerely,

James M. Gresock  
Senior Vice President  
Director of Development

JMG:lds

cc Alan Nusbaum  
Rob Dewey, Esquire  
Lawrence Beamer  
Darryl Cook



# S.L. NUSBAUM Realty Co.

9211 Forest Hill Avenue, Suite 110 • Richmond, Virginia 23235 • (804) 320-7600 • FAX (804) 330-8924

*Via Airborne Express*

November 30, 1998

Powhatan Enterprises, Inc.  
Attn: Lawrence F. Beamer, President  
13441 Warwick Boulevard  
Newport News, Virginia 23602

Re: Monticello Marketplace Shopping Center  
James City County BMP Maintenance Agreement



Dear Lawrence,

With the opening of Monticello Marketplace Shopping Center in October, the James City County staff wants to complete the necessary paperwork on our project at this time. Accordingly, I enclose a Declaration of Covenants-Inspections/Maintenance of Drainage System Agreement that needs to be executed by Powhatan Enterprises, Inc.

This agreement covers the obligation of Powhatan Enterprises, as the owner of the property on which the BMP facility is located, to maintain the system and allow the County to inspect the same, etc. This is the County's standard form, and based on what we have seen in other jurisdictions, a very reasonable one.

As you will recall, the Deed of Easement between Powhatan Enterprises and Monticello Marketplace Associates, a copy of which is attached, provides that Powhatan Enterprises will repair and maintain the BMP located within the Drainage Easement Area and related facilities at its own expense, subject to our paying a proportionate share of the reasonable costs incurred.

Please sign the Declaration in the space provided on Page 3, and have your signature acknowledged before a notary public. Once this is completed, please return the Declaration to my attention to forward to the appropriate County staff.

Please call me if you have any questions regarding this Agreement. Thank you for your assistance, and best wishes during the holiday season.

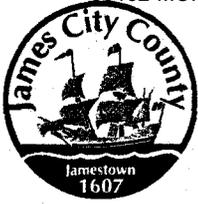
Sincerely,

James M. Gresock  
Senior Vice President  
Director of Development

JMG:lds

cc Rob Dewey, Esquire/Willcox & Savage  
Alan Nusbaum/S.L. Nusbaum

Darryl Cook/Environmental Department, James City Co. (with enclosure)  
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## DEVELOPMENT MANAGEMENT

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INTEGRATED PEST MANAGEMENT

(757) 253-2620

May 11, 1998

Mr. James Gresock  
 S.L. Nusbaum Realty Co.  
 9211 Forest Hill Avenue, Suite 110  
 Richmond, VA 23235

RE: Monticello Marketplace Shopping Center

Dear Mr. Gresock:

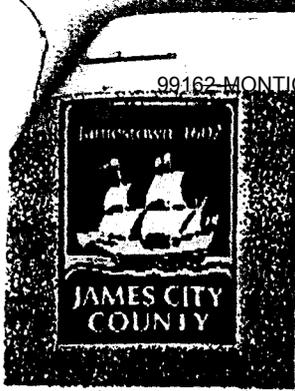
Enclosed for your use is the Declaration of Covenants, Inspection/Maintenance of Drainage System form that needs to be executed to guarantee long-term maintenance of the Best Management Practice (BMP) that controls the runoff from your project site. The Agreement needs to be completed and notarized and returned to this office for recordation.

In addition, I also want to discuss the issue of the clarity of the water in the pond that is immediately downstream of the BMP facility. The County has received numerous complaints about the turbidity in the pond that has resulted from the construction of the shopping center and the Virginia Department of Transportation (VDOT) work on News Road and the Monticello Extension. In our opinion and in the opinion of the Department of Game and Inland Fisheries (DGIF) this should only be a short-term problem and that as the shopping center site and road work becomes completed and stabilized with vegetation and pavement, the turbidity should decrease and the clarity of the water increase. However, in the event that this does not occur naturally, I would request that your firm either alone or in conjunction with VDOT treat the pond to remove the turbidity. DGIF has recommended treating the surface of the water with lime to improve its clarity. This was tried as a test on the BMP/sediment basin and an improvement in water clarity was noticed until the recent heavy rains caused another increase in turbidity.

I would appreciate hearing from you on the issue of turbidity removal in the near future. Please contact me at 253-6673 if you have any questions.

Sincerely,

Darryl E. Cook, P.E.  
 Environmental Director

**DEPARTMENT OF DEVELOPMENT MANAGEMENT**

P. O. Box 8784

Williamsburg, Virginia 23187-8784

County Government Center, 101-E Mounts Bay Road

Development Manager  
(804) 253-8671Code Compliance  
253-8628County Engineer  
253-8678Planning  
253-8685Integrated Pest Management  
253-2820

March 11, 1996

Mr. Lawrence E. Beamer, President  
Powhatan Enterprises, Inc.  
13441 Warwick Boulevard  
Newport News, VA 23602

RE: Case No. Z-6-95. Powhatan Secondary

Dear Mr. Beamer:

I have examined the Master Plan prepared by Langley and McDonald dated July, 1982 entitled "Master Plan of Powhatan," with revisions of 6/2/86, 6/6/86, 6/10/86, 1/26/87, 3/30/89, 11/25/94, 12/15/95 and 2/29/96 ("the Master Plan").

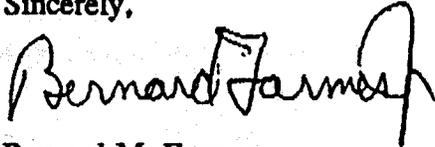
As designed, the area shown on the Master Plan as "Commercial Phase 4" utilizes the "Detention Pond" shown on the Master Plan as well as the "15.0 Ac. Lake (Exist)" for the purpose of stormwater management and compliance with the requirements which would otherwise be imposed by Chesapeake Bay Preservation Ordinance of the James City County Code. Based upon my review of the Master Plan and the utilization of the Detention Pond and existing lake as described above, in accordance with Section 19B-15 and Section 19B-16 of the James City County Code (all statutory references in this letter are to the Code) the Detention Pond and existing lake will achieve the purpose and intent of the requirements of the Chesapeake Bay Preservation Ordinance in the development of the "Commercial Phase 4" area shown on the Master Plan.

Accordingly, as Director of Code Compliance, and in accordance with Section 19B-14(a), I hereby grant an exception to the requirement in Section 19B-9(b)(1) that impervious cover not exceed sixty percent (60%) of the site for the development of the "Commercial Phase 4" area shown on the Master Plan, so long as the total pervious area within the "Commercial Phase 4" area is at least eight (8) acres in size.

Mr. Lawrence Beamer  
March 11, 1996  
Page 2

If you have any questions, please do not hesitate to call.

Sincerely,



Bernard M. Farmer  
Director of Code Compliance

July 3, 1996



U.S. Army Corps of Engineers  
Norfolk District, Western Virginia Regulatory Section  
803 Front Street  
Norfolk, Virginia 23510-1096

Project Number: 96-5024

Waterway: Trib. of Powhatan Creek

Participant:  
L. Nusbaum Realty Co.  
c/o Mr. Jim Gresock  
211 Forest Hills Avenue, Suite 110  
Richmond, VA 23235

2. Authorized Agent:  
Lee Mallonee  
Biohabitats of Virginia, Inc.  
P.O. Box 29540  
Richmond, VA 23242

## Address of Job Site:

Project site is located off of News Road and the proposed extension of Monticello Avenue in James City County, Virginia.

## Project Description:

Applicant requests a JD for a 44 acre tract to build a retail shopping center affecting 0.7 acres of wetlands.

## Findings

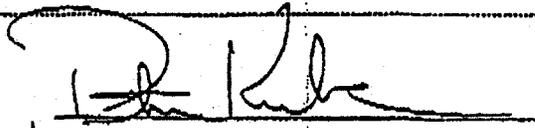
This is regarding your request to perform work in the waters of the United States, as described in part 4 above and shown on the plans entitled, Preliminary Grading Plan for UKROPS/TRACT Williamsburg, Virginia for S. L. Nusbaum Realty Co." in one sheet dated 4/23/95. This activity has been reviewed and found to satisfy the criteria contained in the Corps Nationwide Permit (26). Attached. (The Corps Nationwide Permits and Regulations can be found in 33 CFR 330 published in Volume 56, Number 226 of the Federal Register dated November 22, 1991.)

Provided the enclosed conditions are met, an individual Department of the Army Permit will not be required. The Virginia Department of Environmental Quality 401 Certificate is also attached. Please note that the special conditions of the 401 Certificate are part of the Corps Nationwide Permit 33 CFR 330 Appendix A (Part B, Number 14 or 26).

This verification is valid for two years from the date of this letter, unless the Norfolk District Engineer uses discretionary authority to modify, suspend or revoke this verification. The Chief of Engineers will periodically review the nationwide permits and their conditions and will decide to either modify, reissue or revoke the permits. The existing nationwide permits are scheduled to expire on January 21, 1997. If the nationwide permit(s) verified in this letter are reissued without modification or if your activity complies with any subsequent nationwide permit, the expiration date of this verification will not change. However, if the nationwide permit(s) verified in the letter are modified or revoked so that the activity listed above would no longer be authorized and you have commenced or are under contract to commence the work, you will have twelve months from the date of that permit change to complete the activity. Activities completed under the authorization of a nationwide permit which was in effect at the time the activity was completed continue to be authorized by that nationwide permit.

It is your responsibility to remain informed of changes to the nationwide permits. We will issue a special public notice announcing any changes to the nationwide permits when they occur.

Corps Contact: Peter Kube (804) 441-7504

  
J. Robert Hume III, Chief  
Western Virginia Regulatory Section

THIS DEED OF EASEMENT is made this 4th day of September, 1996, by and between POWHATAN ENTERPRISES, INC., a Virginia corporation ("Grantor"), as Grantor for purposes of indexing; and MONTICELLO MARKETPLACE ASSOCIATES, L.L.C., a Virginia limited liability company ("Grantee"), as Grantee for purposes of indexing.

RECITALS:

A. Grantor is the owner of an approximately 530 acre parcel of land located in James City County, Virginia, as more particularly described on Exhibit A attached hereto and incorporated by reference herein (the "Land").

B. Grantor is, by Deed of even date herewith and to be recorded simultaneously herewith, conveying to Grantee an approximately 44 acre portion of the Land, as more particularly described on Exhibit B attached hereto and incorporated by reference herein (the "Commercial Tract").

C. As a material inducement to, and as part of the consideration for, Grantee's agreement to purchase the Commercial Tract from Grantor, Grantor has agreed to grant and convey to Grantee the easements hereinafter described across certain portions of the Land as more particularly described herein that are not included in the Commercial Tract being conveyed to the Grantee, for the benefit of the Commercial Tract (that portion of the Land that is not included in the Commercial Tract being hereinafter referred to as the "Retained Land").

NOW, THEREFORE, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convey with General Warranty and with English Covenants of Title unto the said Grantee, its successors and assigns, for the benefit of the Commercial Tract, the following described easements, to-wit:

A temporary non-exclusive easement (the "Sewer Easement") 20 feet in width, in under, upon, through and beneath only those portions of the Retained Land that are identified as "Sanitary Sewer Easement" (the "Sewer Easement Area") on that certain plat (the "Sewer Easement Plat") entitled "Plat of Sanitary Sewer Easement for Conveyance from Powhatan Enterprises, Inc. to Monticello Marketplace Associates, L.L.C.", dated August 29, 1996, prepared by Langley and McDonald, P.C., which Sewer Easement Plat is to be recorded in the Clerk's Office of James City County, Virginia, simultaneously herewith, to which Easement Plat reference is made

This instrument  
was prepared by: Willcox & Savage, P.C.  
1800 NationsBank Center  
Norfolk, Virginia 23510

for a more particular description of the Sewer Easement Area, for the installation and use of (1) underground sewer pipes and (2) at grade manhole covers related to such underground pipes and underground facilities, to carry sewage from the Commercial Tract across the Retained Land to the existing public sewer lines and facilities that are located on the Retained Land as shown on the Easement Plat.

AND ALSO

Plat - ~~63~~<sup>23</sup> 64 Page 95

A perpetual non-exclusive easement (the "Drainage Easement") in, under, upon, through and beneath (1) the 3.0249 acres of the Retained Land that are identified as "Drainage Easement Area" on that certain plat (the "Storm Water Easement Plat") entitled "Plat of Storm Water Drainage Easement for Conveyance by Powhatan Enterprises, Inc. to Monticello Marketplace Associates, L.L.C." dated August 29, 1996, prepared by Langley and McDonald, P.C., which Storm Water Easement Plat is to be recorded in the Clerk's Office of James City County, Virginia, simultaneously herewith, to which Storm Water Easement Plat reference is made for a more particular description thereof, on which a storm water detention basin ("Storm Water Detention Basin") will be located from time to time, for the installation and use of storm water drainage pipes and related facilities to carry storm and surface water drainage from the Commercial Tract to the Storm Water Detention Basin and for the use of the Storm Water Detention Basin and (2) such other portions of the Retained Land only upon which are located the retention/detention ponds and/or lakes and other drainage facilities to which or through which the storm water discharged from the Storm Water Detention Basin will flow, for the use thereof to drain the storm and surface water drainage from the Commercial Tract and the Storm Water Detention Basin and thence into the retention/detention ponds and/or lakes and other drainage facilities that are located on the Retained Land to the point of outfall for the drainage from the Retained Land.

1. The Sewer Easement is subject to the following terms and conditions:
  - (a) The owner of the Commercial Tract shall have the right to install and construct sewer pipes and related facilities in the Sewer Easement Area.
  - (b) The owner of the Commercial Tract shall be permitted to work in the area immediately adjacent to the Sewer Easement Area on the Retained Land (not to exceed a distance of ten (10) feet from the Sewer Easement Area) for purposes of installing and constructing such sewer pipes and related facilities in the Sewer Easement Area, to the extent that such adjacent area has not been improved with buildings and other permanent structures.

(c) The owner of the Retained Land shall have the right to use and connect to, without charge, the sewer pipes and facilities that are installed in the Sewer Easement Area, but only so long as such sewer pipes and facilities are adequate to serve both the improvements then existing or reasonably anticipated to be constructed on the Commercial Tract as well as the improvements on the Retained Land that are intended to be served by the sewer pipes and facilities located in the Sewer Easement Area.

(d) The owner of the Commercial Tract and the owner of the Retained Land agree to dedicate the Sewer Easement Area and the sewer pipes and facilities that are installed and constructed therein to the James City County Service Authority upon completion of the installation and construction thereof and agree to execute and deliver any deeds of dedication, plats or other documents reasonably necessary in connection therewith. The Sewer Easement shall remain in full force and effect until the acceptance of such dedication by the James City County Service Authority.

(e) The owner of the Commercial Tract shall, at its expense, maintain and repair all sewer pipes and related facilities now or hereafter located in the Sewer Easement Area, until the unconditional acceptance by the James City County Service Authority of the responsibility for the maintenance of the sewer pipes and facilities located in the Sewer Easement Area.

(f) If the owner of the Commercial Tract fails to maintain the sewer pipes and related facilities now or hereafter located in the Sewer Easement Area as herein provided, the owner of the Retained Land shall have the right, but not the obligation, to maintain and repair all sewer pipes and related facilities now or hereafter located in the Sewer Easement Area and to recover its costs and expenses incurred in connection therewith, together with reasonable attorney's fees incurred in the collection of such sums.

(g) The owner of the Retained Land shall have the right to landscape the Sewer Easement Area and to use the same for any other use or purpose which is not inconsistent with the rights of the owner of the Commercial Tract hereunder. Notwithstanding the foregoing, the owner of the Retained Land shall not erect any building or other improvements upon the surface of the Sewer Easement Area. If the owner of the Retained Land constructs any paving, sidewalks or like improvements on the Sewer Easement Area and the owner of the Commercial Tract disturbs any such improvements in the course of maintenance, the owner of the Commercial Tract shall restore any such improvements that are disturbed by any such maintenance of the sewer pipes and facilities installed in the Sewer Easement Area.

(h) If the location of the Sewer Easement Area interferes with the commercially reasonable development of the Retained Land, the owner of the Retained Land and the owner of the Commercial Tract shall cooperate in relocating the Sewer Easement Area to another reasonably suitable location on the Retained Land, so long as such relocation does not materially interfere with or require relocation or alteration of the sewer pipes and facilities that have been constructed on the

Commercial Tract. In the event of such relocation of the Sewer Easement Area, the owner of the Retained Land shall, at its sole cost and expense, remove and relocate the sewer pipes and facilities installed in the Sewer Easement Area and shall grant to the owner of the Commercial Tract an equivalent sewer easement on the same terms and conditions as the Sewer Easement herein provided, at another suitable location on the Retained Land. The owner of the Commercial Tract shall thereupon release and quitclaim the Sewer Easement to the owner of the Retained Land.

(i) In the event James City County shall require the relocation of the Sewer Easement Area in order to approve the development of the Commercial Tract in a commercially reasonable manner, the owner of the Retained Land and the owner of the Commercial Tract shall cooperate in relocating the Sewer Easement Area to another reasonably suitable location on the Retained Land, and the owner of the Retained Land shall grant to the owner of the Commercial Tract an equivalent sewer easement on the same terms and conditions as herein provided, at such substitute location. The owner of the Commercial Tract shall thereupon release and quitclaim the Sewer Easement to the owner of the Retained Land.

2. The Drainage Easement is subject to the following terms and conditions:

(a) The owner of the Commercial Tract shall have the right to install and construct all necessary storm water drain pipes and related facilities in the Drainage Easement Area for the purposes of carrying storm and surface water drainage from the Commercial Tract, to, through and across any retention/detention ponds and/or lakes and other drainage facilities that are now existing or hereafter constructed on the Retained Land and shall have the right to drain the storm and surface water drainage from the Commercial Tract into the retention/detention ponds and/or lakes and other drainage facilities that are located on the Retained Land to the point of outfall for the drainage from the Retained Land.

(b) The owner of the Commercial Tract shall be permitted to work in the area immediately adjacent to the Drainage Easement Area on the Retained Land (not to exceed a distance of ten (10) feet from the Drainage Easement Area) for purposes of installing such drain pipe and related facilities in the Drainage Easement Area, to the extent that such adjacent area has not been improved with buildings and other permanent structures.

(c) The owner of the Retained Land shall not allow any use (other than as herein contemplated for the benefit of the Commercial Tract) of the lakes and/or retention/detention ponds and other drainage facilities that are currently located on the Retained Land beyond the current use of such lakes and/or retention/detention ponds and other drainage facilities and will not allow any use of the retention/detention pond that is anticipated to be hereafter constructed by or on behalf of the Virginia Department of Transportation on the Retained Land, if such use, when combined with the flow or anticipated flow from the Commercial Tract in its fully developed state, will exceed the capacity of such lakes and/or retention/detention ponds and other drainage facilities unless such lakes

and/or retention/detention ponds and other drainage facilities are expanded to handle such additional requirements, at no cost or expense to the owner of the Commercial Tract.

(d) The owner of the Retained Land shall, at its expense (subject to partial reimbursement from the owner of the Commercial Tract as hereinafter set forth) maintain and repair all lakes and/or retention/detention ponds and related drainage pipes and facilities now or hereafter located on the Retained Land (to the extent the Virginia Department of Transportation or some other governmental agency or authority is not responsible for such maintenance).

(e) If the owner of the Retained Land fails to maintain the lakes and/or retention/detention ponds and related drainage pipes and facilities now or hereafter located on the Retained Land as herein provided, the owner of the Commercial Tract shall have the right, but not the obligation, to maintain and repair such lakes and/or retention/detention ponds and related drainage pipes and facilities now or hereafter located on the Retained Land and to recover its costs and expenses incurred in connection therewith, together with reasonable attorney's fees incurred in the collection of such sums, and the owner of the Commercial Tract, its agents employees and contractors, shall be permitted to enter upon the Retained Land to perform such maintenance.

(f) The owner of the Retained Land shall have the right to landscape the Drainage Easement Area and to use the same for any other use or purpose which is not inconsistent with the rights of the owner of the Commercial Tract hereunder. Notwithstanding the foregoing, the owner of the Retained Land shall not erect any building upon the surface of the Drainage Easement Area. If the owner of the Retained Land constructs any paving, sidewalks or like improvements on the Drainage Easement Area and the owner of the Commercial Tract disturbs any such improvements in the course of maintenance, the owner of the Commercial Tract shall restore any such improvements that are disturbed by any such maintenance of the drainage pipes and facilities installed in the Drainage Easement Area. Furthermore, the owner of the Retained Land shall not modify any lakes and/or retention/detention ponds and related drainage pipes and facilities located on the Retained Land if such modification would adversely affect the flow of drainage from the Commercial Tract to the point of outfall.

(g) The owner of the Commercial Tract shall pay its Proportionate Share (as hereinafter defined) of all reasonable costs incurred by the owner of the Retained Land which directly relate to the maintenance and repair of the retention/detention ponds and/or lakes and related drainage pipes and facilities located on the Retained Land that are utilized to provide drainage for the Commercial Tract. The Proportionate Share of the owner of the Retained Land of such costs shall be determined by Langley and McDonald, P.C. or other reputable engineers selected by the owner of the Retained Land and approved by the owner of the Commercial Tract in accordance with good engineering practice based on the relative use of such retention/detention ponds and/or lakes and related drainage pipes and facilities by all property served thereby. Such Proportionate Share shall be adjusted from time to time as necessary to reflect any change in the utilization of the retention/detention ponds and/or lakes and related drainage pipes and facilities located on the

Retained Land. The owner of the Commercial Tract shall reimburse the owner of the Retained Land, within thirty (30) days after receipt of the annual statement described below, for its Proportionate Share of such costs, unless the owner of the Commercial Tract makes objection to such charges, in which event any such dispute will be resolved as set forth below.

(h) The owner of the Retained Land will keep books and records reflecting the costs of maintenance and repair of the retention/detention ponds and/or lakes and related drainage pipes and facilities located on the Retained Land and utilized to provide drainage for the Commercial Tract in accordance with generally accepted accounting principles and reflecting the utilization of such drainage facilities by all property served thereby and shall deliver to the owner of the Commercial Tract together with an annual demand for payment under Paragraph 2(g) a statement of the costs incurred during the period covered by such statement for the maintenance and repair of the retention/detention ponds and/or lakes and related drainage pipes and facilities located on the Retained Land and utilized to provide drainage for the Commercial Tract as well as the basis on which the Proportionate Share of such costs was determined. For a period of 150 days following its receipt of the statement described above, the owner of the Commercial Tract or its agent or accounting firm shall have the right to inspect such books and records upon reasonable notice to the owner of the Retained Land, and the owner of the Retained Land shall make such books and records available to the owner of the Commercial Tract. Within such 150 day period, the owner of the Commercial Tract shall set forth any objection that it may have to the form or content of the annual statement, to the reasonableness of any item or items set forth therein or to the basis on which the Proportionate Share of such costs was determined. If the owner of the Retained Land and the owner of the Commercial Tract are unable to resolve by agreement the objections asserted by the owner of the Commercial Tract, any dispute shall be resolved pursuant to the rules and procedures of the American Arbitration Association.

(i) In the event it shall be necessary to relocate the Drainage Easement Area in order to develop the Commercial Tract in a commercially reasonable manner, the owner of the Retained Land and the owner of the Commercial Tract shall cooperate in relocating the Drainage Easement Area to another reasonably suitable location on the Retained Land, and the owner of the Retained Land shall grant to the owner of the Commercial Tract an equivalent drainage easement on the same terms and conditions as herein provided, at such substitute location. The owner of the Commercial Tract shall thereupon release and quitclaim the Drainage Easement to the owner of the Retained Land.

(j) The owner of the Commercial Tract shall have the right to designate the lakes and/or retention/detention ponds now or hereafter located on the Retained Land as a BMP serving the Commercial Tract. Such designation may be made in all plans and permit applications submitted to James City County for approval for site preparation work and the construction of improvements on the Commercial Tract.

3. (a) All notices or any other communications which are required or may be given hereunder shall be in writing and sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the owner of the  
Commercial Tract:

Monticello Marketplace, L.L.C.  
1000 NationsBank Center  
One Commercial Place  
Norfolk, VA 23510

With a copy to:

Thomas G. Johnson, Jr., Esquire  
Willcox & Savage, P.C.  
1800 NationsBank Center  
Norfolk, VA 23510

If to the owner of the  
Retained Land:

Powhatan Enterprises, Inc.  
13441 Warwick Boulevard  
Newport News, VA 23602

With a copy to:

Alvin P. Anderson, Esquire  
Anderson, Franck & Davis, P.C.  
Post Office Drawer Q  
Williamsburg, VA 23187

(b) The address for either such party may be changed from time to time by supplement hereto executed by such party alone and recorded in the Clerk's Office of the Circuit Court of James City County, Virginia.

(c) Any notice hereunder shall be deemed given on the day of deposit thereof in a mailbox under the control of the United States Post Office Department.

4. The owner of the Commercial Tract shall indemnify, defend and hold harmless the owner of the Retained Land, its successors and assigns, and the Retained Land from and against any and all claims and liens arising out of any work done by the owner of the Commercial Tract or its agents, employees and contractors on the Retained Land pursuant hereto. Notwithstanding the foregoing, the indemnification provided in this Paragraph 4 shall not be deemed to relieve the owner of the Retained Land of any of its obligations under the Second Amendment to Option Agreement of even date herewith between Grantor and Grantee, and nothing contained in this Paragraph 4 shall be deemed to limit or otherwise affect the parties' rights and obligations under the Second

Amendment to Option Agreement. Furthermore, the indemnification provided in this Paragraph 4 shall not be deemed to relieve the owner of the Retained Land of any of its obligations under this Deed of Easement.

5. The owner of the Retained Land will execute and deliver any deeds of easement, plats or other documents reasonably necessary to carry out the terms of the Sewer Easement and/or the Drainage Easement, but nothing contained in this Paragraph 5 shall be deemed to expand the scope of the Sewer Easement and/or the Drainage Easement granted hereby.

6. Nothing contained herein shall be construed as creating personal liability whatsoever against any present or future owner of the Retained Land or the Commercial Tract (or any part thereof), their heirs, personal representatives, successors or assigns, or any of them, and in particular, notwithstanding anything contained herein to the contrary, there shall be no personal liability on the part of any present or future owner, their heirs, personal representatives, successors or assigns, or any of them, to pay any indebtedness accruing in connection with the Sewer Easement and/or Drainage Easement or to perform any covenant, express or implied, relating to the Sewer Easement and/or Drainage Easement, and all personal liability is hereby expressly waived. The obligee of any indebtedness accruing under the terms of the Sewer Easement and/or Drainage Easement shall look solely to the property owned by the obligor (or a part thereof), and any buildings or other improvements thereon for the payment of such indebtedness or liability; provided, however, that nothing contained herein shall deprive anyone of the right to enforce the obligations contained herein except as aforesaid. The provisions of this Paragraph 6 are not designed to relieve any present or future owner, their heirs, personal representatives, successors and assigns, or any of them, from the performance of any of their obligations hereunder, but rather are designed to limit their liability as aforesaid.

7. The Sewer Easement and the Drainage Easement and the terms and conditions hereof shall be appurtenant to and shall run with the land as between the Retained Land as a servient tenement and the Commercial Tract as a dominant tenement and shall be binding upon and inure to the benefit of the successors and assigns of Grantor and Grantee and any person claiming by, through or under any of them or their respective successors or assigns, as though the provisions of this Deed of Easement were recited and stipulated at length in each and every deed of conveyance, lease and sublease of the Retained Land, the Commercial Tract or any portion thereof. At the time any sale, transfer or conveyance results in any change in ownership of the Retained Land or any portion thereof, any grantee, transferee, successor or assignee of Grantor shall take such interest subject to the covenants contained herein. Any obligations contained herein with regard to Sewer Easement and/or the Drainage Easement shall be construed as covenants and not as conditions, and a violation of any said covenants shall not result in a forfeiture or reversion of title or of the Sewer Easement and/or Drainage Easement.

8. Nothing contained herein is intended to create, nor shall the Sewer Easement and/or Drainage Easement be deemed as creating, any rights in or for the benefit of the general public in

all or any portion of the Retained Land or the Commercial Tract. Upon dedication of the Sewer Easement to James City County the limitation of this Paragraph 8 shall not apply to such dedicated Sewer Easement.

9. The Sewer Easement and the Drainage Easement and the terms and conditions thereof as set forth hereinabove may be amended, modified, released, rescinded or waived (hereinafter collectively "Modification"), in whole or in part, at any time and from time to time, by written instrument in recordable form executed by the owners of that portion of the Retained Land on which the Sewer Easement and/or the Drainage Easement, as applicable, is located and the owner of the Commercial Tract, at the time of the Modification, without the consent, approval or joinder of any person, firm, corporation or other entity whatsoever.

This conveyance is made expressly subject to the conditions, restrictions and easements and reservations contained in the duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to said property hereby conveyed which have not expired by time limitation contained therein or otherwise become ineffective.

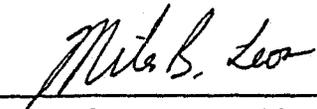
WITNESS the following signatures and seals:

POWHATAN ENTERPRISES, INC.,  
a Virginia corporation

By:  (SEAL)  
Lawrence E. Beamer, President

MONTICELLO MARKETPLACE ASSOCIATES,  
L.L.C., a Virginia limited liability company

By: S. L. Nusbaum Realty Co., a Virginia  
corporation, Manager

By:  (SEAL)  
Miles B. Leon, President

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Norfolk, to-wit:

The foregoing instrument was acknowledged before me this 4th day of September, 1996 by Lawrence E. Beamer, President of Powhatan Enterprises, Inc., a Virginia corporation, for and on behalf of the corporation.

Stendra J. Seaman  
Notary Public

My Commission Expires: 3-31-98

COMMONWEALTH OF VIRGINIA  
CITY OF NORFOLK, to-wit:

The foregoing instrument was acknowledged before me this 4th day of September, 1996 by Miles B. Leon, as President of S. L. Nusbaum Realty Co., a Virginia corporation, Manager of Monticello Marketplace Associates, L.L.C., a Virginia limited liability company, on behalf of the company.

Stendra J. Seaman  
Notary Public

My Commission Expires: 3-31-98

EXHIBIT A  
TO  
DEED OF EASEMENT BETWEEN  
POWHATAN ENTERPRISES, INC. and  
MONTICELLO MARKETPLACE ASSOCIATES, L.L.C.  
LEGAL DESCRIPTION

All that certain tract, piece or parcel of land situate in Berkeley District, James City County, Virginia, containing 539.3534 acres, more or less, as shown and set forth on a plat entitled "PLAT OF A SURVEY OF THE PROPERTY STANDING IN THE NAME OF D. C. RENICK, IRONBOUND ROAD, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA," dated April 1968, and made by Martin, Clifford & Associates, Engineers & Consultants, a copy of which plat is recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City in Plat Book 28, Page 56.

LESS AND EXCEPT the following:

1. 1.13 acres, more or less, conveyed to the Commonwealth of Virginia by Deed dated September 21, 1978, and recorded October 19, 1978, in James City County Deed Book 189, Page 39.
2. Four parcels aggregating 2.44 acres, more or less, conveyed to the Commonwealth of Virginia by Deed dated January 31, 1979, and recorded May 17, 1979, in James City County Deed Book 194, Page 115.
3. .3006 acre, more or less, conveyed to James City Service Authority for a well site by Deed December 19, 1980, and recorded May 5, 1981, in James City County Deed Book 213, Page 226.
4. 18.4 acres, more or less, conveyed to The County of James City by Deed dated February 3, 1981, and recorded May 5, 1981, in James City County Deed Book 213, Page 228.
5. 34.538 acres, more or less, as shown and described on a certain Plat entitled "POWHATAN ENTERPRISES, PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY" dated October 20, 1980, made by Langley and McDonald, Engineers-Planners-Surveyors, and recorded in James City County Plat Book 36, Page 80.
6. 15.7143 acres, more or less, identified as "PARCEL II" and 3.40 acres, more or less, identified as "AREA WITHIN R/W" as shown and described on a Plat entitled "PLAT OF PARCEL II & ACCESS ROAD, BEING A SUBDIVISION OF POWHATAN ENTERPRISES, JAMES CITY COUNTY, VIRGINIA" dated September 25, 1985, made by Langley and McDonald, Engineers-Planners-Surveyors, and recorded in James City County Plat Book 41, Page 85.
7. 22.43 acres, more or less, as shown and described on a Plat entitled "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE II, A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated July 7, 1989, made by Langley and McDonald, Engineers-Planners-Surveyors, and recorded in James City County Plat Book 51, Pages 37 and 38.

## Legal Description continued:

8. Lot 17 (0.7291 acre, more or less) and Lot 18 (0.6752 acre, more or less) as shown and described on a Plat entitled "POWHATAN ENTERPRISES, PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE III, JAMES CITY COUNTY, VIRGINIA" dated October 29, 1992, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 57, Page 98.
9. 4.2983 acres, more or less, as shown and described on a certain Plat entitled "PLAT OF 4.2983 ACRE RECREATION SITE BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., HEREBY CONVEYED TO POWHATAN COMMUNITY SERVICES ASSOCIATION, POWHATAN DISTRICT-JAMES CITY COUNTY, VIRGINIA" dated August 31, 1990, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 55, Page 65.
10. Eight (8) parcels aggregating 7.737 acres, more or less, containing landscape protection zones and conservation easements conveyed to the Powhatan Community Services Association by Deed dated March 3, 1993, and recorded in James City County Deed Book 615, Page 287 and described as Parcel II in said Deed and as also shown on a certain Plat entitled "PLAT OF PROPERTY TO BE CONVEYED BY POWHATAN ENTERPRISES, INC. TO POWHATAN COMMUNITY SERVICES ASSOCIATION, POWHATAN DISTRICT-JAMES CITY COUNTY, VIRGINIA" dated July 31, 1990, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 55, Page 64.
11. .3562 acre, more or less, designated as Lot 1 as shown and described on a Plat entitled "PLAT OF LOT 1, POWHATAN OF WILLIAMSBURG SECONDARY, PHASE IV-A, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated August 6, 1993, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 58, Page 2.
12. 7.353 acres, more or less, as shown and described on a Plat entitled "PLAT OF THE CLUSTERS, POWHATAN OF WILLIAMSBURG SECONDARY, PHASE III, BEING A SUBDIVISION OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated October 15, 1993, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 59, Pages 63, 64 and 65.

## Legal Description continued:

13. 10.3053 acres, more or less, as shown and described on a Plat entitled "PLAT OF WILLIAMSBURG SECONDARY, PHASE IV-A, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated December 20, 1993, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 58, Page 94.
14. Parcel identified as "ENTRANCE EASEMENT TO BE DEDICATED TO V.D.O.T." as shown and described on a Plat entitled "PLAT OF POWHATAN SECONDARY RIGHT OF WAY, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated March 14, 1994, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 59, Page 66.
15. 1.6432 acres, more or less; as shown and described on a plat entitled "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE I-A, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated August 22, 1995, made by Langley and McDonald, P.C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, recorded in James City County Plat Book 63, Page 33.
16. 8.9001 acres, more or less, as shown and described on a plat entitled "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE V-A, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated August 30, 1995, made by Langley and McDonald, P.C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, recorded in James City County Plat Book 63, Page 31.
17. 9.5572 acres, more or less, as shown and described as plate entitled "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE IV-B, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated September 15, 1995, made by Langley and McDonald, P.C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, recorded in James City County Plat Book 63, Page 32.

The property described herein is a portion of the property conveyed to Powhatan Enterprises, Inc. by Deed dated December 23, 1977, and recorded in James City County Deed Book 181, Page 361, Deed dated January 24, 1978, and recorded in James City County Deed Book 182, Page 416, and by Deed dated February 19, 1981, and recorded in James City County Deed Book 214, Page 176. It includes parcels (38-3)(1-9), (38-3)(1-9A), (38-3)(1-11), (38-3)(1-12) and (38-3)(1-21) on the James City County tax map.

All those certain tracts, pieces or parcels of land situate in Berkeley District, James City County, Virginia, generally shown as "Parcel P20", "Parcel P18" and "Parcel P21" on a plat entitled "PLAT OF PARCELS ALONG RELOCATED ROUTE 5 CORRIDOR, IN, THROUGH AND ADJACENT TO POWHATAN SECONDARY OF WILLIAMSBURG, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated 3/15/96, prepared by Langley and McDonald, P.C.

Being the same property conveyed to Powhatan Enterprises, Inc. by Deed dated April 24, 1996, and recorded in James City County Deed Book \_\_\_\_\_, Page \_\_\_\_\_.

as Document # 12933.

EXHIBIT B  
TO  
DEED OF EASEMENT BETWEEN  
POWHATAN ENTERPRISES, INC. and  
MONTICELLO MARKETPLACE ASSOCIATES, L.L.C.

THAT certain real property and the buildings and improvements thereon, if any, located in James City County, Virginia and being known, numbered and designated as PARCEL 1, consisting of 36.9907 acres, and PARCEL 2, consisting of 6.2747 acres, as shown on that certain subdivision plat (the "Subdivision Plat") entitled "PLAT OF SUBDIVISION OF 2 PARCELS OF LAND FOR CONVEYANCE TO MONTICELLO MARKET PLACE ASSOCIATES, L.L.C. FROM POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA", dated August 26, 1996, made by Langley and McDonald, P.C., said plat being duly recorded in the Clerk's Office of the Circuit Court of James City County, Virginia in Plat Book 64, at page 93-94, to which Subdivision Plat reference is made for a more particular description of the property.